

ELIGIBILITY - CLASS I

The following persons are eligible to become Insured Persons provided they are at least eighteen (18) years of age:

All On-Demand Independent Contractors under the Policy provided they are active members of the Policyholder, enroll for coverage, and at least 18 years of age. For purposes of the Policy an On-Demand Independent Contractor must:

- be under written contract with an Approved Platform Operator to provide On-Demand Service(s);
- be responsible for performing the On-Demand Service(s) outlined in the above written contract within the course and scope of his or her contractual obligations with the approved Platform Operator(s);
- be authorized to use a motorized vehicle if a motorized vehicle is being used to provide the On-Demand Service(s);
- hold and maintain a valid and current driver's license with the appropriate level of certification to operate the motorized vehicle if a motorized vehicle is being used to provide the On-Demand Service(s);
- be classified and treated as an Independent Contractor by the approved Platform Operator and not as an employee, for purposes of workers' compensation insurance, federal income taxes, state income taxes, social security, unemployment insurance or for any other purpose;
- not be an employee of the Association or the approved Platform Operator;
- receive or are scheduled to receive an IRS Form 1099 for federal income tax reporting purposes, not a W-2, unless the On-Demand Independent Contractor has an ownership interest in a business entity and receives, for federal income tax purposes, a tax reporting form from such business entity, as an employee, shareholder, member or partner of such business entity.

If the On-Demand Independent Contractor is covered under more than one policy issued by OneBeacon for the same Covered Injury, only one policy will pay benefits, the policy with the largest benefits.

OCCUPATIONAL ACCIDENT BENEFITS:

Occupational Accident Benefits

Accidental Death Benefit:

Principal Sum*\$50,000 Accident
Commencement Period 365 days

Survivor's Benefit:

Principal Sum* up to \$150,000
Monthly Benefit Percentage 1%
Monthly Benefit Amount \$1500

Accidental Dismemberment Benefit:

Principal Sum * up to \$200,000
Accident Commencement Period 365 days

Paralysis Benefit:

Principal Sum * up to \$200,000
Accident Commencement Period 365 days

Temporary Total Disability Benefit:

Disability Commencement Period..... 90 days
Waiting Period..... 7 days
Benefit Percentage 50% of AWE
Minimum Weekly Benefit Amount \$50
Maximum Weekly Benefit Amount \$500
Maximum Benefit Period ** 104 weeks

Accident Medical Expense Benefit:

Medical Commencement Period..... 90 days
Deductible Amount \$0
Maximum Benefit Period 104 weeks
Dental Maximum \$1,000 per Accident
Maximum Benefit Amount per Accident.....\$500,000
Lifetime Maximum Benefit\$500,000

Limits on Accident Medical Expense Benefits: Services

provided by a Chiropractor or Acupuncturist, not including
Physical Therapy, Occupational Therapy,

Work Hardening Therapy\$1,000 per Injury

Ambulance..... one round trip to and from a hospital
but not more than \$1,000 for any one Accident

Air Ambulance.....one round trip to and from a Hospital
but not more than \$7,000 for any one Accident Mental and

Nervous Outpatient\$25.00 per visit maximum 20 visits for any one

Accident

Mental and Nervous Inpatient maximum 20 days
 maximum \$1,000 for any one Accident

Occupational Accident Limits of Liability

Combined Single Limit \$500,000

Aggregate Limit of Liability..... \$1,000,000
 (applicable to all Covered Losses with respect to any one Occupational Accident)

- * The Accidental Dismemberment Benefit and the Paralysis Benefit will be paid as a Monthly Benefit at 1% of the applicable Principal Sum. The payment of this Monthly Benefit will cease upon the earliest of the following: (1) the date the total of the applicable Principal Sum has been paid; or (2) the date the Insured Person dies. The most OneBeacon will pay for these benefits, as well as the Accidental Death Benefit, in total, is the Insured Person’s maximum Principal Sum, if the Insured Person can recover benefits under more than one of the benefits as a result of the same Accident.

At age 65, the Insured Person's Principal Sum will be based on the following schedule:

<u>For Death, Age at Date of Loss For Dismemberment and Paralysis Benefits, Age at Date of Benefit Payment</u>	<u>% of Principal Sum</u>
65	80%
66	60%
67	40%
68	20%
69	15%
70 and over	10%

** If an insured sustains a Covered Injury at or after age 70, the Maximum Benefit Period will be one (1) year.

For purposes of the Temporary Total Disability and the Continuous Total Disability Benefits, Average Weekly Earnings (AWE) will be calculated as follows:

For Class I – On-Demand Independent Contractors: Gross earnings from Platform Operator(s) minus the fee(s) withheld by the Platform Operator(s) in the twenty-eight (28) days prior to the Covered Accident divided by four (4).

If the Insured Person does not have gross earnings from On-Demand Services from Platform Operator(s) earned in the twenty-eight (28) days prior to the Covered Accident, We will award the Insured Person the Minimum Weekly Benefit Amount as shown in the Schedule.

OCCUPATIONAL ACCIDENT INSURANCE POLICY EXCLUSIONS

General Exclusions

The Occupational Accident Policy does not cover any losses caused in whole or in part by, or resulting in whole or part from, the following:

- suicide or any attempt at suicide; intentionally self-inflicted Injury or any attempt at intentionally self-inflicted Injury, including, but not limited to, any attempt to restrict the flow of oxygen to the brain for purposes of autoeroticism or auto-erotic asphyxiation; or any Injury resulting from a provoked attack;
- illness or disease, regardless of how contracted; medical or surgical treatment of illness or disease; or complications following the surgical treatment of illness or disease; except for Accidental ingestion of contaminated foods;
- Occupational Cumulative Trauma and/or Repetitive Conditions, unless as shown in the Schedule;
- Occupational Disease unless (and to the extent as) specifically provided by the Policy;
- Hernia of any kind, unless as shown in the Schedule;
- Hemorrhoids of any kind, unless as shown in the Schedule;
- performing, learning to perform or instructing others to perform as a crew member of any vessel while covered under the Jones Act or the United States Longshore and Harbor Workers' Act, or similar coverage;
- war, or any act of war, whether declared or undeclared;
- involvement in any type of active military service;
- any Injury for which the Insured Person is entitled to benefits pursuant to any Workers' Compensation Law or other similar legislation;
- any Loss insured by employers' liability insurance;
- the Insured Person being intoxicated. The Insured Person is conclusively deemed to be intoxicated if the level of alcohol in his or her blood exceeds the amount at which a person is presumed, under the law of the locale in which the Accident occurred, to be under the influence of alcohol if operating a motor vehicle, regardless of whether he or she is in fact operating a motor vehicle, when the Injury occurs. An autopsy report from a licensed medical examiner, law enforcement officer reports, or similar items will be considered proof of the Insured Person's intoxication;
- the deliberate ingestion of a poison, fume, noxious chemical substance; or the use of a prescription drug unless taken as prescribed by a Physician; or a non-prescription drug, unless taken in accordance with its directions;
- participation in the commission or attempted commission of a crime, any felony, an assault, insurrection or riot;
- travel or flight in or on (including getting in or out of, or on or off of) any vehicle used for aerial navigation;
- a cardiovascular event or stroke caused by exertion prior to or at the same time as an Accident;

- alcoholism or drug addiction or the use of any drug or narcotic except as prescribed by a Physician operating within the scope or his or her authority;
- occurring while the Insured Person is in violation of their contract with the Platform Operator with which they have an agreement to provide On-Demand Services; or
- any Pre-Existing Condition.

Accident Medical Exclusions

In addition to the GENERAL EXCLUSIONS, charges for Covered Accident Medical Services do not include, and benefits are not payable with respect to, any expense for or resulting from:

- repair or replacement of existing artificial limbs, artificial eyes or other prosthetic appliances or repair of existing Durable Medical Equipment unless for the purpose of modifying the item because Injury has caused further impairment in the underlying bodily condition;
- dentures, bridges, dental implants, or treatment not related to the Injury;
- eye glasses or contact lenses not related to the Injury;
- hearing aids or hearing examinations not related to the Injury;
- that portion of rental expense for Durable Medical Equipment that exceeds the usual purchase cost for similar equipment in the locality where the expense is incurred;
- Custodial Services;
- Personal Comfort or Convenience Items;
- services of a Federal, Veteran's, State or Municipal Hospital for which an Insured Person is not liable for payment;
- services or treatment which is covered by Medicare;
- that portion of the fee for services or treatment which is more than the Usual and Customary Charge;
- cosmetic, plastic or restorative surgery unless Medically Necessary for the treatment of an Injury;
- services or treatment which are provided for in a settlement or court judgment;
- services or treatment for which an Insured Person is not legally obligated to pay;
- an Extended Care Facility stay that does not follow a Hospital confinement of five (5) days or more;
- any mileage charges related to the Covered Injury unless authorized by OneBeacon;
- any translation charges related to the Covered Injury unless authorized by OneBeacon;
- any lodging charges related to the Covered Injury unless authorized by OneBeacon; or
- services or treatment which are covered under any other insurance of any kind.**

OCCUPATIONAL ACCIDENT: Definition of On-Demand Service(s)

On-Demand Service(s) means the period of time beginning when an On-Demand Independent Contractor accepts a request through a Platform controlled by the Platform Operator and is enroute to the first requested pick-up location; continuing while the On-Demand Independent Contractor transports the goods and ending when the goods have been delivered to their final location or when the request has been cancelled whichever is earlier.

The period of time does not include usual travel to initial delivery acceptance location or travel from the final drop off location.

Claims Services

Our claims team can provide you with specialized claims handling services. OneBeacon Accident & Health's claims team includes experts in Occupational Accident who focus on your industry, ensuring that your particular concerns will be addressed and your claims will be resolved quickly.

Reporting a claim is easy. If hurt, report the claim 24/7. Just call OneBeacon's Accident & Health claim center toll free at **1.877.441.6274**. A claims representative will guide the caller through the claim-reporting process which includes:

- Verifying certain information about their coverage
- Asking specific questions related to the accident
- Completing the first claim notice in our claims system
- Obtaining the name of the nearest hospital or participating physician during normal business hours (9-5 EST). If injuries require immediate attention, go directly to the nearest hospital for medical treatment or call 911.