

**PAN-AMERICAN LIFE INSURANCE COMPANY  
601 POYDRAS ST  
New Orleans, Louisiana 70130  
TOLL FREE: + 1-855-200-4567**

**INDIVIDUAL ACCIDENTAL DEATH & DISMEMBERMENT POLICY**

**IMPORTANT NOTICE**

We have issued this Policy to You, the Policyholder. It is a contract between You and Us. Coverage is provided to You and other Covered Persons, if enrolled for coverage, subject to all exclusions and provisions of this Policy. Please read this Policy carefully for full details.

**If You are not fully satisfied with this Policy, You may void it by returning this Policy document within 10 days after receipt, and Your premium will be refunded. When so returned, this Policy will be void from the beginning. This Policy must be returned to Us at Our Home Office address listed above.**


This Policy renews monthly. You must pay the renewal premium to keep this Policy in force. You may terminate this Policy at any time by giving Us written or verbal notice in advance of such termination. Notice of termination must be sent to Us at the address above or by calling+ 1-855-200-4567 The effective date of termination will be the date We receive such notice, or a later date You advise. We will return any unearned premium to You.

**GUARANTEED RENEWABLE - SUBJECT TO CHANGE IN PREMIUMS BY CLASS**

We cannot change the terms of this Policy while it is in force. We may change the premiums for this Policy. Any premium change will be on a class basis only.

This policy and insurance it provides become effective at 12:01 A.M. Central Time on the Effective Date shown above.

**PAN-AMERICAN LIFE INSURANCE COMPANY**



Chairman of the Board  
President and Chief Executive Officer

**THIS ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE POLICY PROVIDES ACCIDENT COVERAGE ONLY. THIS POLICY DOES NOT PROVIDE COVERAGE FOR SICKNESS.**

**THIS POLICY IS NOT A MEDICARE SUPPLEMENT POLICY.**

**If You are eligible for Medicare, review the Guide to Health Insurance for People with Medicare available from the Company.**

**PLEASE READ THIS POLICY CAREFULLY.  
NON-PARTICIPATING**

If You have claim inquiries, wish to obtain information about this coverage, or wish to obtain assistance in resolving complaints, You may call Us at 1- 844-624-8110.

**Contact Information: For questions or concerns regarding Your coverage, please contact Us at the address or phone number shown above. If Your questions or concerns are not resolved, You may contact the Indiana Insurance Department at the following address:**

**Indiana Insurance Department, Consumer Services Division , 311 West Washington Street, Suite 300 Indianapolis, IN 46204**

**Consumer Hotline (800) 622-4461; (317) 232-2395, Complaints can be filed electronically at [www.in.gov/idoi](http://www.in.gov/idoi)**

## **SCHEDULE OF BENEFITS**

Policyholder: **EMILIANO HERNANDEZ**

Policy Number: **HD003**

Policy Effective Date: **November 28, 2021**

Premium: **\$19.95**

Premium Mode: **Monthly**

This Policy is intended to be read in its entirety. The Schedule of Benefits provides a brief outline of the coverage and benefits provided by this Policy. Please read the Benefit Sections and Riders for full details.

**Policyholder Termination Age: 70**

**Dependent Termination Age: N/A**

**24 HOUR COVERAGE.** We will pay the benefits described in this Policy for any Accident which happens while a person is covered by this Policy. Coverage is subject to all of the terms of this Policy.

**ACCIDENTAL DEATH AND DISMEMBERMENT BENEFITS:**

**Premium Plan**

**BENEFIT**

<b><u>ACCIDENTAL DEATH &amp; DISMEMBERMENT BENEFIT:</u></b>	Policyholder Principal Sum
Principal Sum:	10,000
Time Period for Accident (from the date of a Covered Accident to the date the loss is incurred):	90 days

**ADDITIONAL BENEFITS:**

Any benefits payable under these Additional Accident Benefits shown below are paid in addition to any other Accidental Death and Dismemberment benefits payable.

<b><u>ACCIDENT MEDICAL EXPENSE BENEFIT RIDER:</u></b>	Policyholder Maximum Benefit
Coinsurance	100%
Maximum Medical Benefit Each Covered Person Per Accident:	\$5,000
Medical Deductible Each Covered Person Per Accident:	\$0.00
Medical Incurral Period:	Benefits are payable for: 26 weeks from the date of the Accident
First Expenses:	Must be incurred within: 90 days from the date of the Accident

<b><u>ACCIDENT ONLY - HOSPITAL CONFINEMENT BENEFIT RIDER:</u></b>	Policyholder Benefit
Benefit:	\$150; per day
Benefit Period:	180 days

<b><u>BROKEN BONES BENEFIT RIDER:</u></b>	Policyholder Benefit
Benefit:	\$3,000
Description of Injury	Percentage of Benefit
One Fracture Per Single Loss	100%
Two Fractures Per Single Loss (not of the same bone)	150%
Three Or More Fractures Per Single Loss (not of the same bone)	200%

<b><u>COMA BENEFIT RIDER:</u></b>	Policyholder Benefit
Benefit:	\$10,000

<b><u>EDUCATION BENEFIT RIDER:</u></b>	Policyholder Maximum Benefit
Maximum Benefit:	\$5,000 per Child
Maximum Number of Payments:	4

<b><u>EXTENDED FELONIOUS ASSAULT BENEFIT RIDER:</u></b>	Policyholder Maximum Benefit
Maximum Benefit:	\$10,000

<b><u>HOME ALTERATION AND VEHICLE MODIFICATION BENEFIT RIDER:</u></b>	Policyholder Maximum Benefit
Maximum Benefit:	\$10,000

**MAXIMUM LIMIT FOR EACH COVERED PERSON – Per Occurrence:**

Maximum Limit: \$80,000

We will not pay more than the Maximum Limit for all benefits combined for each Covered Person.

**COVERAGE DETAILS**

**Effective Date**

This Policy begins on the Effective Date shown on the Schedule of Benefits at 12:01 A.M. standard time at the Policyholder’s place of residence and will terminate at 11:59 PM standard time on the date provided for termination. If this Policy lapses and is reinstated, the Effective Date is as described in the Reinstatement Provision.

**Effective Date for Covered Dependents (if Dependent coverage is elected)**

Insurance becomes effective for the Policyholder’s eligible Dependents on the latest of the following dates:

1. the date the Policyholder’s insurance becomes effective;
2. the date the Dependent meets the definition of Spouse or Dependent child, as applicable;
3. the date We receive and approve the Spouse’s or Dependent child’s completed application form, during each Dependent’s lifetime.

Insurance becomes effective for a newborn Dependent child or newborn adopted Dependent child automatically from the moment of the child’s live birth. For other adopted Dependent children, insurance becomes effective from placement of adoption, or if earlier, the date of entry or an order granting You, Your spouse or Domestic Partner custody of the child the date of placement for purpose of adoption. Insurance for a newborn or adopted Dependent child automatically ends 31days later unless the Covered Person makes a request to cover the child.

**DATE INSURANCE ENDS**

**Termination of Insurance**

This Policy will terminate at 11:59 PM standard time on the earliest of:

1. the premium due date if premiums are not paid when due, subject to the Grace Period;
2. the date the Policyholder requests in writing that coverage be terminated;
3. the end of the Policy Year in which You attain the Termination Age specified in the Schedule of Benefits; or
4. the date in which the You die, unless coverage is provided for a Covered Dependent.

**Covered Dependent's Termination Date (if Dependent coverage is elected)**

A Covered Dependent's coverage under this Policy ends at 11:59 PM standard time on the earliest of the following dates:

1. the date coverage under this Policy ends;
2. the end of the Policy Year in which the person ceases to qualify as a Covered Dependent;
3. the premium due date, if premiums are not paid when due, subject to the grace period;
4. the date the You notify Us in writing to discontinue the Covered Dependent's coverage; or
5. the end of the Policy Year in which Your Covered Spouse attains the Termination Age specified in the Schedule of Benefits. Termination does not affect a claim for a Covered Loss due to a Covered Accident that occurred while coverage is in force under this Policy.

**BENEFITS**

**ACCIDENTAL DEATH AND DISMEMBERMENT BENEFIT**

If Injury to a Covered Person results, directly, and from no other cause, from a Covered Accident and within the Time Period for Accident shown in the Schedule of Benefits, in any one of the losses shown herein, We will pay the Benefit Amount shown on the Schedule of Benefits for that loss. Except as specifically provided herein, if multiple losses occur, only one Benefit Amount, the largest, will be paid for all losses due to the same Accident.

<b><u>Covered Loss</u></b>	<b><u>Benefit Amount</u></b>
Death	100% of the Principal Sum
Paralysis, Quadriplegia or Paraplegia	100% of the Principal Sum
Dismemberment of Both Hands	100% of the Principal Sum
Dismemberment of Both Feet	100% of the Principal Sum
Loss of Sight of Both Eyes	100% of the Principal Sum
Dismemberment of One Hand and One Foot	100% of the Principal Sum
Dismemberment of One Hand and Sight of One Eye	100% of the Principal Sum
Dismemberment of One Foot and Sight of One Eye	100% of the Principal Sum
Loss of Speech	100% of the Principal Sum
Dismemberment of One Hand or One Foot	50% of the Principal Sum
Loss of Sight of One Eye	50% of the Principal Sum
Loss of Hearing in One Ear	25% of the Principal Sum
Loss of hearing in Two Ears	75% of the Principal Sum
Loss of each finger (excluding toes)	2.5% of the Principal Sum
Thumb (Right Hand/Dominant)	20% of Principal Sum
Thumb (Left hand/Non Dominant)	15% of Principal Sum

For the purposes of this Benefit, the following definitions apply:

- Quadriplegia means total Paralysis of both upper and lower limbs.
- Paraplegia means total Paralysis of both lower limbs or both upper limbs.
- Paralysis means total loss of use. A Doctor must determine the loss of use to be complete and not reversible at the time the claim is submitted.
- Dismemberment of One Hand or Foot means complete Severance through or above the wrist or ankle joint.
- Loss of Sight means the total, permanent Loss of Sight of one or both eyes that is irrecoverable and can not be corrected by any means.
- Loss of Speech means total and permanent loss of audible communication that is irrecoverable by natural, surgical or artificial means.
- Loss of Hearing means total and permanent Loss of Hearing in one or both ears that is irrecoverable and cannot be corrected by any means.

Loss of a Thumb or Finger means complete Severance through or above the metacarpophalangeal joints of the hand (the joints between the fingers and the hand).  
Severance means the complete separation and dismemberment of the part from the body.

## DEFINITIONS

Please note, certain words used in this document have specific meanings. These terms will be capitalized throughout the document.

“Accident” means a sudden, unexpected and unintended event. The Accident must occur while a Covered Person is covered under this Policy.

Age means the age of the Covered Person on his or her most recent birthday.

“Covered Accident” means an Accident that occurs while coverage is in force for a Covered Person and results in a loss or Injury covered by this Policy for which benefits are payable.

“Covered Loss” means a loss that is payable under the Accidental Death or Dismemberment Benefit.

“Covered Dependents” means Your Covered Spouse and /or Covered Dependent Child(ren).

“Covered Dependent Child(ren)” means all Dependent child(ren) for whom You have purchased coverage and whose coverage and has become effective and has not been terminated under this Policy.

“Covered Person” means the Policyholder, for whom the required premium has been paid when due and for whom coverage under this Policy remains in force. Covered Person may also include a Covered Spouse and /or Covered Dependent Child(ren) if covered under the Policy.

“Covered Spouse” means the Policyholder’s legal Spouse covered under this Policy. If covered under this policy, Your Domestic Partner will be covered on the same basis as a Spouse unless not allowed by state law.

“Dependent” means the Policyholders’s lawful Spouse or a Domestic Partner under age 70; or child, from the moment of birth until the date the child becomes age 26. A child includes the Policyholder’s natural child, adopted child, or a stepchild who resides with the Policyholder or depends chiefly on the Policyholder for financial support. An adopted child includes a child legally placed for adoption, or if earlier, the date of the entry of an order granting You, Your spouse or Domestic Partner custody of the child for the purposes of adoption Insurance will continue for any Dependent child who reaches the age limit and continues to meet the following conditions: 1) is not capable of self-sustaining employment by reason of mental, intellectual, or physical disability; and 2) depends chiefly on the Policyholder for support and maintenance. The Policyholder must send Us satisfactory proof that the child meets these conditions, within 31 days of the child’s attainment of the limiting age. We will not ask for proof more than once a year.

“Doctor” means a licensed health care provider acting within the scope of his or her license and rendering care or treatment to a Covered Person that is appropriate for the conditions and locality. “Doctor” does not include a Covered Person or a member of a Covered Person’s Immediate Family or household.

“Domestic Partner” means a person of the same or opposite sex of the Covered Person who:

1. shares the Policyholder’s primary residence;
2. has resided with the Policyholder for at least 6 months prior to the date of enrollment and is expected to reside with the Policyholder indefinitely;
3. is financially interdependent with the Policyholder
4. has signed a Domestic Partner declaration with the Policyholder, if recognized by the laws of the state in which he or she resides with the Policyholder;
5. does not have current Domestic Partner declaration with any other person;
6. is older than 18 years of age;

7. is not currently married to another person; and
8. is not in a position as a blood relative that would prohibit marriage.

“Hospital” means an institution that:

1. operates as a Hospital pursuant to law for the care, treatment, and providing of in-patient services for sick or injured persons;
2. provides 24-hour nursing service by registered nurses on duty or call;
3. has a staff of one or more licensed Doctors available at all times;
4. provide organized facilities for diagnosis, treatment and surgery, either:
  - a. on its premises; or
  - b. in facilities available to it, on a pre-arranged basis;
5. is not primarily a nursing care facility, rest home, convalescent home, or similar establishment, or any separate ward, wing or section of a Hospital used as such.
6. Is not a place solely for: drug addicts; alcoholics; or the aged; or any separate ward of the Hospital.

“Illness” means a sickness or disease.

“Injury” means accidental bodily harm sustained by a Covered Person that results directly and independently from all other causes from a Covered Accident. The Injury must be caused solely through external, violent and accidental means. All injuries sustained by one person in any one Accident, including all related conditions and recurrent symptoms of these injuries, are considered a single Injury.

“Immediate Family” means the Policyholder’s Spouse or the parent, brother, sister, child or grandparent’s spouse.

“Policyholder” means the person to whom this Policy is issued to and is shown in the Schedule Page.

“Spouse” means the Policyholder’s legal Spouse. Your Domestic Partner will be covered on the same basis as a Spouse unless not allowed by state law.

“We”, “Our”, “Us”, “the Company” means Pan-American Life Insurance Company.

“You, Your “ means the Policyholder as listed on the Schedule of Benefits or application.

## COMMON EXCLUSIONS

We will not pay Benefits under this Policy for any Injury that is caused by, or results from:

1. suicide or attempted suicide or the Covered Person's intentionally self-inflicted Injury or sickness, while sane or insane;
2. elective treatment and surgery;
3. all Illnesses, disease, bodily or mental infirmity, bacterial or viral infection or medical or viral infection or medical or surgical treatment thereof, except for any bacterial infection resulting from an accidental external cut or wound;
4. any Illness, disease or condition including, maternity, routine nursery care, pregnancy, childbirth, miscarriage, mental and nervous disorders, abortion or any complication from these conditions;
5. damage to or loss of dentures, bridges or damage to existing orthodontic work;
6. any expense which are not expressly recommended by a Doctor or expenses that are not medical in nature;
7. Injury sustained in the consequence of the Covered Person's voluntarily taking drugs which federal law prohibits dispensing without a prescription, including sedatives, narcotics, barbiturates, amphetamines, or hallucinogens, unless the drug is taken as prescribed or administered by a licensed Doctor;
8. loss for which a contributing cause was the Covered Person's commission of, or attempt to commit a felony or to which a contributing cause was the Covered Person's being engaged in an illegal occupation;
9. a Covered Person's commission of or active participation in a riot or insurrection;
10. war or any act of war, whether declared or not; or service in the military, naval or air service of any country;
11. piloting or serving as a crewmember or riding in any aircraft except as a fare-paying passenger on a regularly scheduled or charter airline;
12. participation in or practice of engaging in hang gliding, bungee jumping, parachuting, sail gliding, para sailing, para kiting, motorize racing, or any similar activity undertaken for thrill seeking;
13. a Covered Person practicing for or participating in any intercollegiate or semiprofessional, professional competitive athletic contest where a Covered Person received any type of compensation or remuneration
14. the Covered Person's riding in or driving any motor vehicle in a race, stunt show or speed test;
15. Injury sustained in the consequence of the Covered Person being legally intoxicated from the use of alcohol. A Covered Person is conclusively determined to be legally intoxicated by alcohol if a test, including but not limited to a chemical or breath test, administered in the jurisdiction where the Injury occurred is at or above the legal limit set by that jurisdiction.

## **CLAIM PROVISIONS**

### **NOTICE OF CLAIM**

A written notice of claim must be given to Us before the 21st day after the date of the occurrence or beginning of any loss covered by this Policy, or as soon after that date as is reasonably possible. A notice given by You or on Your behalf to Us with information sufficient to identify You, constitutes notice to Us.

### **CLAIM FORMS**

We, on receipt of a notice of claim, will provide to You the forms usually provided by Us for filing proof of loss. If the forms are not provided before the 16th day after the date of the notice, You will be considered to have complied with the requirements of this Policy as to proof of loss on submitting, within the time fixed in this Policy for filing proofs of loss, written proof covering the occurrence, the character, and the extent of the loss for which the claim is made.

### **PROOF OF LOSS**

A written proof of loss must be provided to Us at Our Home Office before the 91st day after the date of the loss. Failure to provide the proof within the required time does not invalidate or reduce any claim if it was not reasonably possible to give proof within the required time. In that case, the proof must be provided as soon as



reasonably possible but not later than one year after the time proof is otherwise required, except in the event of a legal incapacity.

## **TIME OF PAYMENT OF CLAIMS**

Benefits payable under this Policy for any loss, will be paid immediately on receipt of due written proof of the loss. Any balance remaining unpaid on termination of liability will be paid immediately on receipt of due written proof of loss.

## **PAYMENT OF CLAIMS**

Payment will be made directly to You or the provider of the service, as directed by You in writing at the time of submitting proof of loss. If You are deceased and no beneficiary You have named survives You or in our opinion, are incapable of giving a valid receipt for payment and if no claim has been made by a duly-appointed legal representative, We shall have the option of making payment to either (1) the Hospital or the person who actually incurred the loss for which payment is due; or (2) Your surviving relative. Such a payment shall discharge us from all further liability to the extent of the payment made.

## **REFUND OF UNUSED PREMIUM**

Unused premiums will be refunded upon Your death during the Policy period. The amount of premium refund will be prorated from the date following the date of Your death to the end of the Policy period for which the premium has been paid.

The refund will be paid as follows:

1. If a person other than You paid the premium, the refund will be made to that person. A person entitled to a refund must furnish proof of payment to Us.
2. If You paid the premium, the refund will be made to Your surviving spouse. If there is no surviving spouse, the premium will be paid in the same manner as distributions of the net estate of a person who dies intestate under [IC 29-1-2-1\(d\)](#). A parent disqualified under [IC 29-1-2-1\(e\)](#) from receiving an intestate share of the parent's child's estate is not entitled to a refund under this section of insurance premiums paid by the child.

A person entitled to receive a refund under this section must do the following:

1. Submit a written request for the refund.
2. Furnish proof of Your death.

## **PREMIUM PROVISIONS**

### **PREMIUM PAYMENT**

Premiums are payable at Our Home Office or to Our appointed licensed agent or licensed administrator on or before each premium due date.

### **PREMIUM DUE DATE**

The first premium will be due on the same day of the month coverage becomes effective and the same day of each subsequent month for which the coverage remains in force.

### **CHANGES IN PREMIUM RATES**

We reserve the right to change premiums. Any premium change will be made on a class basis for all forms with the same form number. Written notice of any premium change will be mailed to the Policyholder at his last known address at least 60 days in advance of the effective date of the rate change.

### **POLICY PERIOD**

This Policy takes effect on the Policy Effective Date. This Policy will continue in force until terminated in accordance with the provisions of this Policy.

**GRACE PERIOD**

A grace period of 31 days will be granted for the payment of each premium due after the first premium. During the grace period, this Policy continues in force.

**REINSTATEMENT**

If the renewal premium is not paid before the Grace Period ends, this Policy will lapse. Later acceptance of the premium by Us, or by an agent authorized to accept payment without requiring an application for reinstatement, will reinstate this Policy. If We or Our agent requires an application, the Policyholder will be given a conditional receipt for the premium. If the application is approved, this Policy will be reinstated as of the approval date. Lacking such approval, this Policy will be reinstated on the 45th day after the date of the conditional receipt unless We have previously written to the Policyholder of Our disapproval. The reinstated Policy will cover only loss that results from an Injury sustained after the date of reinstatement. In all other respects, the Policyholder and Our rights will remain the same, subject to any provisions noted on or attached to the reinstated Policy.

**GENERAL PROVISIONS****INCONTESTABILITY**

**Time Limit on Certain Defenses:** After the second anniversary of the date this Policy is issued, a misstatement, other than a fraudulent misstatement, made by You in the application for this Policy may not be used to void this Policy or to deny a claim for loss incurred beginning after that anniversary.

**ENTIRE CONTRACT; CHANGES**

This Policy, including the endorsements and the attached papers, if any, constitutes the entire contract of insurance. A change in this Policy is not valid until the change is approved by an Executive Officer of the Company and unless the approval is endorsed on or attached to this Policy. An agent does not have authority to change this Policy or to waive any of its provisions.

**STATEMENT NOT WARRANTIES**

All statements made by You will, in the absence of fraud, be deemed representations and not warranties. No statement made by You to obtain insurance will be used to avoid or reduce the insurance unless: (a) it is made in writing; (b) it is signed by You; and (c) a copy is sent to You.

**LEGAL ACTIONS**

An action at law or in equity may not be brought to recover on this Policy before the 60<sup>th</sup> day after the date written proof of loss has been provided in accordance with the requirements of this Policy. An action at law or in equity may not be brought after the expiration of 3 years after the time written proof of loss is required to be provided.

**CONFORMITY WITH STATE STATUTES**

Any provisions in this Policy that are in conflict with the requirements of any state or federal law that apply to this Policy are automatically changed to satisfy the minimum requirements of such laws.

**PHYSICAL EXAMINATIONS AND AUTOPSY**

We, at our expense, shall have the right and opportunity to have a Doctor examine You when and as often as We may reasonably require while a claim is pending under Your Policy, and to request an autopsy in case of death where it is not prohibited by law.