

POLICYHOLDER NAME: Truckers Service Association

POLICYHOLDER ADDRESS: 2271 E. Continental Blvd., Suite 120

Southlake, TX 76092

INSURER NAME: Beazley Insurance Company, Inc.

INSURER ADDRESS: c/o The Loomis Company

ADMINISTRATIVE OFFICE 850 N. Park Road

Warne K. White

P.O. Box 7011

Wyomissing, PA 19610-6011

POLICY NUMBER: IB0165 **EFFECTIVE DATE:** October 1, 2018

DATE OF ISSUE: October 1, 2018 ANNIVERSARY DATE: October 1

This Policy is executed by Beazley Insurance Company, Inc. (herein called the Company). In consideration of the Policyholder's application and the timely payment of premiums, the Company agrees to pay the benefits of this Policy, subject to all of its terms and conditions.

This Policy is executed by the Company as of the Date of Issue. This Policy will take effect on the Policy Effective Date, shown above, at 12:01 a.m. Standard Time at the address of the Policyholder.

Secretary President

GROUP LIMITED INDEMNITY POLICY

THIS IS A LIMITED BENEFIT POLICY. IT PROVIDES FIXED-PAYMENT BENEFITS.

BENEFITS PROVIDED ARE NOT INTENDED TO COVER ALL HOSPITAL OR OTHER

MEDICAL EXPENSES.

The Policy is a contract between the Policyholder and the Company. This Policy is subject to the laws of the governing jurisdiction in which it is issued.

This Policy is renewable at the option of the Company.

READ THE POLICY CAREFULLY.

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GENERAL POLICYHOLDER PROVISIONS

INCORPORATION PROVISION: The provisions of the attached Certificate, any rider(s), endorsement(s), or amendment(s) including any rider(s), endorsement(s), or amendment(s) added after the Policy Effective Date, are made a part of this Policy. The Certificate(s), rider(s), endorsement(s), and amendment(s) attached to this Policy will control each Insured's coverage, eligibility, effective date, termination date, benefits and exclusions.

ENTIRE CONTRACT-CHANGES: The entire contract shall include:

- (1) the Policy;
- (2) the application of the Policyholder;
- (3) the Certificates;
- (4) the Insured's enrollment form, if any, attached to the Certificate; and
- (5) all riders, endorsements and amendments.

The terms of the Policy can be changed only by rider, endorsement or amendment signed by an executive officer of the Company. Any amendment that reduces or eliminates coverage must be requested in writing or signed by the Policyholder. No agent may change the Policy or waive its provisions.

No statement will be used to deny or reduce benefits or be used as a defense to a claim, unless a copy of the written instrument containing the statement is, or has been, furnished to the Insured. In the event of an Insured's death or incapacity, his or her beneficiary or applicable representative shall be given a copy.

EXAMINATION OF THE POLICY: This Policy will be available for inspection at the Policyholder's office during regular business hours.

CERTIFICATES: An individual Certificate will be issued for delivery to the Insured. The Certificate will describe:

- (1) the benefits under the Policy;
- (2) to whom benefits will be paid; and
- (3) the limitations and terms of the Policy.

If there is a conflict between the Policy and the Certificate, the Policy will control.

LEGAL ACTION: No legal action may be brought to recover under the Policy:

- (1) within 60 days after written Proof of Loss has been furnished as required; or
- (2) more than 3 years from the time written Proof of Loss is required to be furnished.

INCONTESTABILITY: All statements made by the Policyholder to obtain the Policy are considered representations and not warranties.

After two years from the Policy Effective Date, no statements made by the Policyholder in the application will be used to contest the validity of this Policy or to deny a claim for loss incurred after the expiration of the two-year period, except in the case of fraud.

CLERICAL ERROR: A clerical error by the Policyholder will not end coverage or continue terminated coverage. In the event of such clerical error, a premium adjustment will be made.

CONFORMITY WITH STATE LAWS: Any provision of the Policy which, on its effective date, is in conflict with any state or federal law that applies to this Policy is hereby changed to meet the minimum standards of such law.

NEW ENTRANTS: The group originally insured may be modified from time to time to add eligible new Members and their eligible dependents in accordance with the terms of the Policy.

WORKERS' COMPENSATION INSURANCE: This Policy is not in place of nor does it affect any requirements for coverage under Workers' Compensation laws.

PREMIUM PROVISIONS

PREMIUMS

Premiums will be computed in accordance with the rates in effect on the premium due date. The total premium for the Policy is the sum of premiums for all Insureds.

The first premium is due on the Policy Effective Date. Premiums after the first are due at the end of the period for which the preceding premium was paid.

PREMIUM PAYMENTS

The Policyholder is responsible for paying all premiums. However, the premiums may be paid by any other party according to a mutual agreement among the other party, the Policyholder and the Company.

Premiums may be paid to:

- (1) the Company's Administrative Office; or
- (2) the Company's authorized agent.

Payment of premium for a period before it is due will not guarantee that the coverage will remain in that effect for that period.

PREMIUM RATE CHANGES

The Company may change premium rates once the rate guarantee period listed in the Premium Rate Guarantee provision has elapsed following the Policy Effective Date, or on any premium due date after that. Any subsequent rate changes will not be made more frequently than once every 12 months. No such change in premium will be made unless 60 days prior notice is given to the Policyholder.

The rates may change prior to the time frames outlined above, however, for reasons that affect the insured risk, which include:

- (1) a change in benefits;
- (2) a new law or change in any existing law that affects the Policy; or
- (3) a material change in the composition or size of the Insureds covered under the Policy.

PREMIUM RATE GUARANTEE

Premium rates may be guaranteed for a period of 1 year. During this time, no change may be made to the premium unless one of the events listed in the Premium Rate Changes provision occurs.

GRACE PERIOD

A grace period of 31 days will be allowed for each premium payment after the first premium. Coverage will remain in effect during the grace period. The coverage under the Policy will terminate as of the last day of the grace period if the premium has not been paid. The Policyholder must still pay all unpaid premium. This includes the premium due for the grace period. No grace period is provided after the Policyholder has given notice of intent to end the Policy.

TERMINATION

The Company or the Policyholder may terminate the Policy on any date by written notice mailed or delivered. If the Company terminates the Policy for a reason other than non-payment of premium, the termination becomes effective on the later of the date stated in the notice or 45 days after the Company mails or delivers the written notice of such termination. However, the Company will not terminate the Policy prior to the first anniversary date of the Policy Effective Date, except due to non-payment of premium. If any portion of the premium due is not paid, the Policy will terminate in accordance with the Grace Period provision. If the Policyholder terminates the Policy, the termination becomes effective on the later of the date stated in the notice or the date the Company receives the written notice of such termination. If the Policy is terminated, the Company will promptly refund any unearned premium, or the Policyholder will promptly pay any earned premium which has not yet been paid. Any unearned and earned premium will be calculated on a pro-rata basis.

Termination of the Policy will be without prejudice to the rights of any Insured as respects any claim arising during the period the Policy is in force.

The Policyholder has the sole responsibility to notify Members of such termination.