

CHUBB®

Business Travel Accident
INSURANCE PROGRAM
Issued by
FEDERAL INSURANCE COMPANY
FOR
DAEMEN COLLEGE

Chubb Underwriting Office: FEDERAL INSURANCE COMPANY
202B Hall's Mill Road
P.O. Box 1650
Whitehouse Station, New Jersey 08889-1650

*Words and phrases that appear in **bold** print have special meaning and are defined in the Definitions section(s) of this policy. Defined terms include the plural.*

*Throughout this policy the words "**We**", "**Us**" and "**Our**" refer to the **Company** providing this insurance.*

Please Read This Policy Carefully

BTA5000

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Insuring Agreement

Section I

Chubb
202B Hall's Mill Road, P.O. Box 1650
Whitehouse Station, New Jersey 08889-1650

Policyholder's Name and Address:

DAEMEN COLLEGE
4380 MAIN STREET
AMHERST, NY 14226
Policy Number: 9908-56-44
Effective Date: 06/01/2019
Anniversary Date: June 1

*Issued by the stock insurance company
indicated below:*
FEDERAL INSURANCE COMPANY
*Incorporated under the laws of
INDIANA*

Section II Policy Period and Company

Policy Period

From: 06/01/2019

To: 06/01/2022

12:01 A.M. standard time at the **Policyholder's** address shown in Section I of the Insuring Agreement.

This insurance is provided by the **Company** in consideration of payment of the required premium.

The insurance under this policy begins on the Effective Date shown in Section I of the Insuring Agreement. The insurance under this policy ends on the last day of the Policy Period shown in Section II of the Insuring Agreement.

The **Policyholder's** acceptance of this policy terminates any prior policy of the same policy number, effective with the inception of this policy.

Company

The **Company** issuing this policy has caused this policy to be signed by its authorized officers, but this policy shall not be valid unless also signed by a duly authorized representative of the **Company**.

FEDERAL INSURANCE COMPANY (Incorporated under the laws of INDIANA)



President



Secretary



Authorized Representative

Premium Summary

Section I - Premium Due Date

06/01/2019

Section II - Premium Payment

The **Policyholder** shown in Section I of the Insuring Agreement is responsible for the collection and remittance of all required premiums. Premiums are calculated and payable as follows:

Business Travel Accident

Amount Due:

\$3,849, payable in three annual installments
of \$1,283

Any premiums shown as subject to adjustment will be adjusted as stated in the Premium Provisions under Section VIII - General Provisions of the Contract.

Schedule of Benefits

*Chubb Group of Insurance Companies
202B Hall's Mill Road, P.O. Box 1650
Whitehouse Station, New Jersey 08889-1650*

Policyholder's Name:
DAEMEN COLLEGE

*Issued by the stock insurance company
indicated below:*

FEDERAL INSURANCE COMPANY
*Incorporated under the laws of
INDIANA*

Section I - Insured Persons

The following are the **Insured Persons** under this policy:

Class	Description
1	All Active Officers, Faculty, Full-Time and Part-Time Employees residing in the U.S. or Canada working a minimum of 20 hours per week
2	All Trustees residing in the U.S. or Canada
3	Spouse or Domestic Partner of the Primary Insured Person
4	Dependent Children of the Primary Insured Person

If, subject to all the terms and conditions of this policy a person is eligible for insurance under multiple **Classes of Insured Persons** described above, then such person will only be insured under the **Class** which provides the **Insured Person** the largest **Benefit Amount** for the loss that has occurred.

Section II - Qualification Period

For **Insured Persons** in an eligible **Class** on the Effective Date: none

For **Insured Persons** entering an eligible **Class** after the Effective Date: none

Section III - Hazards

The following are the **Hazards** for which insurance applies:

Class	Hazard(s)
1	24 Hour Business Travel, Felonious Assault, Bomb
2	Trustees Business Travel, Felonious Assault, Bomb
3	Business Travel Family
4	Business Travel Family

If, subject to all the terms and conditions of this policy an **Insured Person** has insurance for covered loss on the date of an **Accident**, covered under multiple **Hazards** described above, then only one **Benefit Amount** will be paid. This **Benefit Amount** shall be the largest **Benefit Amount** applicable under all such **Hazards**.

Section IV - Benefits

A) Principal Sum

The following are **Principal Sums** for each **Class**:

Class	Hazard	Principal Sum
1	24 Hour Business Travel	\$100,000
1	Felonious Assault	\$100,000
1	Bomb	\$100,000
2	Trustees Business Travel	\$100,000
2	Felonious Assault	\$100,000
2	Bomb	\$100,000
3	Business Travel Family	\$50,000
4	Business Travel Family	\$25,000

B) Accidental Death and Dismemberment Benefits:

This benefit applies to all **Classes** of **Insured Persons**. The following are **Losses** insured and the corresponding **Benefit Amount** expressed as a percentage of the **Principal Sum**:

Class(es)

All

Accidental:	Benefit Amounts (Percentage of Principal Sum)
Loss of Life	100%
Loss of Speech and Loss of Hearing	100%
Loss of Speech and one of Loss of Hand, Loss of Foot or Loss of Sight of One Eye	100%
Loss of Hearing and one of Loss of Hand, Loss of Foot or Loss of Sight of One Eye	100%
Loss of Hands (Both), Loss of Feet (Both), Loss of Sight or a combination of any two of Loss of Hand, Loss of Foot or Loss of Sight of One Eye	100%
Quadriplegia	100%
Paraplegia	75%
Hemiplegia	50%
Loss of Hand, Loss of Foot or Loss of Sight of One Eye	
(Any one of each)	50%
Loss of Speech or Loss of Hearing	50%
Uniplegia	25%
Loss of Thumb and Index Finger of the same hand	25%

This **Benefit Amount** is subject to Section IV - Maximum Payment for Multiple Losses and Multiple Benefits, of the Contract.

If an **Insured Person** has multiple **Losses** as the result of one **Accident**, then **We** will pay only the single largest **Benefit Amount** applicable to the **Losses** suffered, as described in Section IV - Maximum Payment for Multiple Losses and Multiple Benefits of the Contract.

C) Additional Benefits

The following are **Benefit Amounts** for all other benefits provided under this policy:

Child Care Expense

Class 1

Benefit Amount 5% of the **Principal Sum** to a maximum of \$5,000 annually for each **Dependent Child**

Alternate Benefit Amount \$2,000

Maximum Benefit Amount \$25,000

Class 2

Benefit Amount 5% of the **Principal Sum** to a maximum of \$5,000 annually for each **Dependent Child**

Alternate Benefit Amount \$2,000

Maximum Benefit Amount \$25,000

Class 3

Benefit Amount 5% of the **Principal Sum** to a maximum of \$5,000 annually for each **Dependent Child**

Alternate Benefit Amount \$2,000

Maximum Benefit Amount \$25,000

This **Benefit Amount** is not subject to Section IV - Maximum Payment for Multiple Losses and Multiple Benefits, of the Contract.

Education Expense

Class 1

Benefit Amount 5% of the **Principal Sum** to a maximum of \$5,000 annually for each eligible **Dependent Child**

Alternate Benefit Amount \$2,000

Maximum Benefit Amount \$25,000

Class 2

Benefit Amount 5% of the **Principal Sum** to a maximum of \$5,000 annually for each eligible **Dependent Child**

Alternate Benefit Amount \$2,000

Maximum Benefit Amount \$25,000

Class 3

Benefit Amount 5% of the **Principal Sum** to a maximum of \$5,000 annually for each eligible **Dependent Child**

Alternate Benefit Amount \$2,000

Maximum Benefit Amount \$25,000

This **Benefit Amount** is not subject to Section IV - Maximum Payment for Multiple Losses and Multiple Benefits, of the Contract.

Home Alteration or Vehicle Modification

Class 1

Benefit Amount for **Home Alteration** 10% of the **Principal Sum**

Benefit Amount for **Vehicle Modification** 10% of the **Principal Sum**

Maximum Benefit Amount 20% of the **Principal Sum** to a maximum of \$50,000

Class 2

Benefit Amount for **Home Alteration** 10% of the **Principal Sum**

Benefit Amount for **Vehicle Modification** 10% of the **Principal Sum**

Maximum Benefit Amount 20% of the **Principal Sum** to a maximum of \$50,000

Class 3

Benefit Amount for **Home Alteration** 10% of the **Principal Sum**

Benefit Amount for **Vehicle Modification** 10% of the **Principal Sum**

Maximum Benefit Amount 20% of the **Principal Sum** to a maximum of \$50,000

Class 4

Benefit Amount for **Home Alteration** 10% of the **Principal Sum**

Benefit Amount for **Vehicle Modification** 10% of the **Principal Sum**

Maximum Benefit Amount 20% of the **Principal Sum** to a maximum of \$50,000

This **Benefit Amount** is not subject to Section IV - Maximum Payment for Multiple Losses and Multiple Benefits, of the Contract.

Medical Evacuation and Repatriation

Class 1

Maximum Benefit Amount Unlimited

Benefit Amount(Hospital Admission Guaranty) \$5,000

Family Travel Expense

(**Maximum Per Day**) \$100

(**Maximum Number of Days**) 5

Class 2

Maximum Benefit Amount Unlimited

Benefit Amount(Hospital Admission Guaranty) \$5,000

Family Travel Expense

(**Maximum Per Day**) \$100

(**Maximum Number of Days**) 5

Class 3

Maximum Benefit Amount Unlimited
Benefit Amount(Hospital Admission Guaranty) \$5,000
Family Travel Expense
(Maximum Per Day) \$100
(Maximum Number of Days) 5

Class 4

Maximum Benefit Amount Unlimited
Benefit Amount(Hospital Admission Guaranty) \$5,000
Family Travel Expense
(Maximum Per Day) \$100
(Maximum Number of Days) 5

The **Benefit Amounts** shown above for Hospital Admission Guaranty and Family Travel Expense, are part of, and not in addition to, the **Maximum Benefit Amount** for **Medical Evacuation and Repatriation**. This **Benefit Amount** is not subject to Section IV - Maximum Payment for Multiple Losses and Multiple Benefits, of the Contract.

Psychological Therapy

Class 1

Benefit Amount 5% of the **Principal Sum** up to a maximum of \$25,000

Class 2

Benefit Amount 5% of the **Principal Sum** up to a maximum of \$25,000

Class 3

Benefit Amount 5% of the **Principal Sum** up to a maximum of \$25,000

Class 4

Benefit Amount 5% of the **Principal Sum** up to a maximum of \$25,000

This **Benefit Amount** is not subject to Section IV - Maximum Payment for Multiple Losses and Multiple Benefits, of the Contract.

Rehabilitation Expense

Class 1

Benefit Amount 5% of the **Principal Sum** up to a maximum of \$25,000

Class 2

Benefit Amount 5% of the **Principal Sum** up to a maximum of \$25,000

Class 3

Benefit Amount 5% of the **Principal Sum** up to a maximum of \$25,000

Class 4

Benefit Amount 5% of the **Principal Sum** up to a maximum of \$25,000

This **Benefit Amount** is not subject to Section IV - Maximum Payment for Multiple Losses and Multiple Benefits, of the Contract.

Seat Belt and Occupant Protection Device

Class 1

Benefit Amount for Seat Belt 10% of the **Principal Sum**

Alternate **Benefit Amount** \$1,000

Benefit Amount for Occupant Protection Device 10% of the **Principal Sum**

Maximum Benefit Amount for Seat Belt and Occupant Protection Device 20% of the **Principal Sum** to a maximum of \$50,000

Class 2

Benefit Amount for Seat Belt 10% of the **Principal Sum**

Alternate **Benefit Amount** \$1,000

Benefit Amount for Occupant Protection Device 10% of the **Principal Sum**

Maximum Benefit Amount for SeatBelt and Occupant Protection Device 20% of the **Principal Sum** to a maximum of \$50,000

Class 3

Benefit Amount for Seat Belt 10% of the **Principal Sum**

Alternate **Benefit Amount** \$1,000

Benefit Amount for Occupant Protection Device 10% of the **Principal Sum**

Maximum **Benefit Amount** for **SeatBelt** and **Occupant Protection Device** 20% of the **Principal Sum** to a maximum of \$50,000

Class 4

Benefit Amount for Seat Belt 10% of the **Principal Sum**

Alternate **Benefit Amount** \$1,000

Benefit Amount for Occupant Protection Device 10% of the **Principal Sum**

Maximum **Benefit Amount** for **SeatBelt** and **Occupant Protection Device** 20% of the **Principal Sum** to a maximum of \$50,000

This **Benefit Amount** is not subject to Section IV - Maximum Payment for Multiple Losses and Multiple Benefits, of the Contract.

Section V - Aggregate Limit of Insurance

\$1,000,000 per **Accident**

If more than one (1) **Insured Person** suffers a **Loss** in the same **Accident**, then **We** will not pay more than the Aggregate Limit of Insurance shown above. If an **Accident** results in **Benefit Amounts** becoming payable, which when totaled, exceed the applicable Aggregate Limit of Insurance shown above, then the Aggregate Limit of Insurance will be divided proportionally among the **Insured Persons**, based on each applicable **Benefit Amount**.

Insurance only applies for the **Classes, Hazards, Benefits** and **Losses** that are specifically indicated as insured.

Hazards

Business Travel Family Hazard

Business Travel Family Hazard means all circumstances, subject to the terms and conditions of this policy, to which a **Dependent** of a **Primary Insured Person** may be exposed while traveling in connection with the **Primary Insured Person's Business Travel** or **Relocation Travel**, provided that all such travel is authorized by, and at the expense of, the **Policyholder**.

The insurance under this **Business Travel Family Hazard** begins at the actual start of **Business Travel** or **Relocation Travel** whether the point of origin is from the **Dependent's** residence or regular place of employment, whichever occurs last. This **Business Travel Family Hazard** ends immediately upon return to a **Dependent's** residence or regular place of employment, whichever occurs first.

This **Business Travel Family Hazard** includes **Personal Excursion**.

Limitation on Business Travel Family Hazard

With respect to this **Business Travel Family Hazard**:

- 1) no person insured as a **Primary Insured Person** can be insured as a **Dependent**; and
- 2) no person shall be insured as a **Dependent** of more than one **Primary Insured Person**.

Bomb Hazard

Bomb Hazard means all circumstances, subject to the terms and conditions of this policy, arising from and occurring if the **Primary Insured Person** suffers an **Accident, Accidental Bodily Injury** or **Loss** caused by or resulting from a **Bomb Scare, Bomb Search** or **Bomb Explosion** while the **Primary Insured Person** is on the premises of the **Policyholder**.

Trustees Business Travel Hazard

Trustees Business Travel Hazard means all circumstances, subject to the terms and conditions of this policy, arising from and occurring while a **Primary Insured Person** is:

- 1) traveling to, at, or returning from trustee meetings of the **Policyholder**, at the **Policyholder's** authorization, direction and expense; or
- 2) on **Business Travel** or **Relocation Travel**.

Insurance under this **Trustees Business Travel Hazard** begins at the actual start of **Business Travel, Relocation Travel** or meeting travel whether the point of origin is from a **Primary Insured Person's** residence or regular place of employment, whichever occurs last. Insurance under this **Trustees Business Travel Hazard** ends immediately upon return to a **Primary Insured Person's** residence or regular place of employment, whichever occurs first.

Felonious Assault Hazard

Felonious Assault Hazard means all circumstances, subject to the terms and conditions of this policy, arising from and occurring due to a **Felonious Assault** committed or attempted against a **Primary Insured Person** while such **Primary Insured Person** is performing the duties of his or her regular occupation on behalf of the **Policyholder** on the **Policyholder's** premises.

Limitation on Felonious Assault

Insurance under this **Felonious Assault Hazard** does not apply:

- 1) to a **Primary Insured Person**, if that **Primary Insured Person** commits the **Felonious Assault**; or
- 2) a **Felonious Assault** committed by the **Primary Insured Person's Immediate Family Member**.

24 Hour Business Travel Hazard

24 Hour Business Travel Hazard means all circumstances, subject to the terms and conditions of this policy, arising from and occurring while the **Primary Insured Person** is on **Business Travel** or **Relocation Travel**.

Insurance under this **24 Hour Business Travel Hazard** begins at the actual start of **Business Travel** or **Relocation Travel** whether the point of origin is from the **Primary Insured Person's** residence or regular place of employment, whichever occurs last. Insurance under this **24 Hour Business Travel Hazard** ends immediately upon return to the **Primary Insured Person's** residence or regular place of employment, whichever occurs first.

24 Hour Business Travel Hazard does not include **Commutation**. **24 Hour Business Travel Hazard** includes **Personal Excursion**.

Contract

Section I - Insurance

Subject to all the terms and conditions of this policy and the payment of required premium, We will provide the following insurance:

Accidental Death and Dismemberment

We will pay the applicable **Benefit Amount**, shown in Section IV-B of the Schedule of Benefits, if an **Accident** results in a covered **Loss** not otherwise excluded. The **Accident** must result from an insured **Hazard** and occur while an **Insured Person** is insured under this policy, while it is in force. The covered **Loss** must occur within one (1) year after the **Accident**.

Child Care Expense

We will reimburse **Child Care Expenses** up to the **Benefit Amount** for **Child Care Expense**, shown in Section IV-C of the Schedule of Benefits, if **Accidental Bodily Injury** causes a **Primary Insured Person's** covered **Loss of Life**. The **Benefit Amount** for **Child Care Expense** is payable in addition to any other applicable **Benefit Amounts** payable under this policy.

This insurance applies only if the Primary Insured Person has a **Dependent Child** under the age of thirteen (13) years for whom **Child Care Expenses** are incurred within 365 days of a **Primary Insured Person's** covered **Loss of Life**.

We will reimburse **Child Care Expenses** for each eligible **Dependent Child**. However, **Our** total payment will not exceed the **Maximum Benefit Amount** for **Child Care Expense** shown in Section IV-C of the Schedule of Benefits, regardless of the number of **Dependent Children** for whom payment is made.

If, on the date of a **Primary Insured Person's** covered **Loss of Life**, a Primary Insured Person has insurance under this policy for a **Dependent Child**, but does not have any **Dependent Child** eligible for **Child Care Expense** payments, then **We** will pay the Alternate **Benefit Amount**, shown in Section IV-C of the Schedule of Benefits. If **We** pay this Alternate **Benefit Amount**, then **We** will not make any further payments for **Child Care Expense**.

Child Care Expenses shall be paid to the natural person who incurs such expenses for the **Dependent Child**. The Alternate **Benefit Amount** in lieu of **Child Care Expense** reimbursement shall be paid as stated in the Beneficiary provision of Section VIII- General Provisions of the Contract.

Education Expense

We will reimburse **Education Expense** up to the **Benefit Amount** for **Education Expense**, shown in Section IV-C of the Schedule of Benefits, if **Accidental Bodily Injury** causes a **Primary Insured Person's** covered **Loss of Life**. The **Benefit Amount** for **Education Expense** is payable in addition to any other applicable **Benefit Amounts** under this policy.

This insurance applies only if the **Primary Insured Person** has a **Dependent Child** at the time of a covered **Loss of Life** who:

- 1) is enrolled as a full-time student at an **Institution of Higher Learning** on the date of the **Primary Insured Person's** covered **Loss of Life**; or
- 2) subsequently enrolls as a full-time student at an **Institution of Higher Learning** within three hundred sixty-five (365) days following the date of the **Primary Insured Person's** covered **Loss of Life**; and
- 3) incurs **Education Expense**.

We will make **Education Expense** payments for each eligible **Dependent Child**. However, **Our** total annual payment for each **Dependent Child** will not exceed the annual **Benefit Amount** for **Education Expense**, shown in Section IV-C of the Schedule of Benefits. Our **Education Expense** payment is limited to four (4) consecutive years for each **Dependent Child**. In no event will **Our** total payment exceed the **Maximum Benefit Amount** shown in Section IV - C of the Schedule of Benefits.

If, on the date of a **Primary Insured Person's** covered **Loss of Life**, a **Primary Insured Person** has insurance under this policy for a **Dependent Child**, but does not have any **Dependent Child** eligible for **Education Expense** payments, then **We** will pay the Alternate **Benefit Amount** shown in Section IV-C of the Schedule of Benefits. If **We** pay this Alternate **Benefit Amount**, then **We** will not make any further payments for **Education Expense**.

The **Benefit Amount** for **Education Expense** shall be paid to the natural person who incurs the expense. The Alternate **Benefit Amount** in lieu of **Education Expense** reimbursement shall be paid as stated in the Beneficiary provision under Section VIII- General Provisions of the Contract.

Limitation on Education Expense

The following limitations apply with respect to **Education Expense**:

- 1) an **Insured Person** does not include a **Dependent Child**;
 - 2) in the event of a **Common Accident** only one **Benefit Amount** for **Education Expense** shall be paid. This **Benefit Amount** will be determined using the **Primary Insured Person's Principal Sum**.
-

Home Alteration or Vehicle Modification

We will reimburse charges up to the **Benefit Amount** for **Home Alteration** or the **Benefit Amount** for **Vehicle Modification** shown in Section IV-C of the Schedule of Benefits, if an **Insured Person** suffers **Permanent Total Disability** that requires an **Insured Person** to incur expenses for **Home Alteration** or **Vehicle Modification**. The expenses for **Home Alteration** or **Vehicle Modification** must be incurred within eighteen (18) months after the **Accidental Bodily Injury**. The **Benefit Amount** for **Home Alteration** or **Vehicle Modification** is payable if:

- 1) a **Physician** certifies that the **Home Alteration** or **Vehicle Modification** is needed to accommodate a physical disability of an **Insured Person**;
- 2) the **Home Alteration** and **Vehicle Modification** is made by people experienced in such adaptations and modifications;
- 3) the **Home Alteration** and **Vehicle Modification** is in compliance with any applicable laws or requirements for approval by the appropriate governmental authority in the jurisdiction where the services are rendered; and
- 4) the **Home Alteration** or **Vehicle Modification** expenses do not exceed the usual level of charges for similar alterations and modifications in the jurisdiction where the expenses are incurred.

The **Benefit Amount** for **Home Alteration** and **Vehicle Modification** is payable to the natural person who incurs the expense. The **Benefit Amount** for **Home Alteration** and **Vehicle Modification** is payable in addition to any other applicable **Benefit Amounts** under this policy. In no event will **Our** total payments for **Home Alteration** and **Vehicle Modification** exceed the **Maximum Benefit Amount** for **Home Alteration** and **Vehicle Modification** shown in Section IV-C of the Schedule of Benefits.

Medical Evacuation and Repatriation

If an **Insured Person's Accidental Bodily Injury**, disease or illness occurs while insured under a **Hazard** and requires the **Medical Evacuation** or **Repatriation** of the **Insured Person** while the **Insured Person** is on a covered trip, then We will pay the **Covered Expenses** for such **Medical Evacuation** or **Repatriation** up to the **Benefit Amount** for **Medical Evacuation and Repatriation**, shown in Section IV-C of the Schedule of Benefits. The **Benefit Amount** for **Medical Evacuation** or **Repatriation** is payable in addition to any other applicable **Benefit Amounts** under this policy. The **Maximum Benefit Amount** for **Repatriation** will not exceed the **Principal Sum** shown in Section IV-A of the Schedule of Benefits.

This insurance applies only if the covered trip:

- 1) is more than 100 miles from the **Insured Person's** primary residence; and
- 2) lasts no more than 180 consecutive days.

The **Medical Evacuation** or **Repatriation** must be ordered by a **Physician**, who certifies that the **Medical Evacuation** or **Repatriation** is necessary to prevent death or serious deterioration of the **Insured Person's** medical condition. The **Medical Evacuation** or **Repatriation** must be approved and arranged by **Our Assistance Services Administrator**.

If an **Insured Person's Accidental Bodily Injury**, disease or illness occurs during an insured **Hazard** and requires **Emergency Medical Treatment** while the **Insured Person** is on a covered trip, then We will guarantee payment of the **Hospital Admission Guaranty** incurred for such **Emergency Medical Treatment** up to the **Benefit Amount** for **Hospital Admission Guaranty**, shown in Section IV-C of the Schedule of Benefits. The **Assistance Services Administrator** must approve the **Hospital Admission Guaranty**.

If an **Insured Person's Accidental Bodily Injury**, disease or illness occurs during an insured **Hazard** and requires a **Hospital** stay for more than five (5) day(s) while the **Insured Person** is on a covered trip, then We will pay the **Benefit Amount** for **Family Travel Expense**, if all the following conditions are met:

- 1) the **Insured Person** is confined to a **Hospital**; and

- 2) the **Hospital** is at least seventy-five (75) miles from the **Insured Person's** permanent residence; and
- 3) all transportation arrangements for an **Immediate Family Member** are made by **Our Assistance Services Administrator** and are by the most direct and economical route.

If an **Insured Person's Accidental Bodily Injury**, disease or illness occurs during an insured **Hazard** and requires a **Hospital** stay for more than five (5) day(s) while the **Insured Person** is on a covered trip, then **We** will pay for an accompanying **Dependent Child** to return to his or her primary residence. All transportation arrangements must be made by **Our Assistance Services Administrator** and shall be by the most direct and economical route.

The **Benefit Amount** for **Medical Evacuation** or **Repatriation** is payable on an excess basis. **We** will determine the charges for **Medical Evacuation** or **Repatriation**. **We** will then reduce that amount by amounts already paid or payable by any **Other Plan**. **We** will pay the resulting **Benefit Amount**. The **Benefit Amounts** for **Hospital Admission Guaranty**, and **Family Travel Expense**, are part of, and not in addition to, the **Maximum Benefit Amount** for **Medical Evacuation** and **Repatriation**. In no event will **We** pay more than the **Maximum Benefit Amount** for **Medical Evacuation** or **Repatriation** shown in Section IV-C of the Schedule of Benefits.

With respect to **Medical Evacuation and Repatriation** only, the Disease or Illness Exclusion in Section VI - General Exclusions of the Contract does not apply.

Psychological Therapy Expense

We will pay up to the **Benefit Amount** for **Psychological Therapy**, shown in Section IV-C of the Schedule of Benefits, if an **Accidental Bodily Injury** causes an **Insured Person** to suffer a covered **Loss** resulting in a **Physician's** determination that **Psychological Therapy** is required for:

- 1) such **Insured Person**; or
- 2) a **Dependent**.

In no event will **We** pay more than the **Benefit Amount** for **Psychological Therapy** shown in Section IV-C of the Schedule of Benefits.

The **Benefit Amount** for **Psychological Therapy** will be paid:

- 1) to the natural person who incurs the expense; and
- 2) in addition to any other applicable **Benefit Amounts** under this policy.

The **Benefit Amount** for **Psychological Therapy** will be paid until the earlier of the date on which:

- 1) the total **Benefit Amount** for **Psychological Therapy**, shown in Section IV-C of the Schedule of Benefits, has been paid; or
- 2) two (2) years have elapsed from the date of a covered **Loss**.

Rehabilitation

We will pay up to the **Benefit Amount** for **Rehabilitation**, shown in Section IV-C of the Schedule of Benefits, if **Accidental Bodily Injury** causes a **Primary Insured Person** to suffer a covered **Loss** which:

- 1) prevents a **Primary Insured Person** from performing all the duties of such **Primary Insured Person's** regular occupation; and
- 2) requires such **Primary Insured Person** to obtain **Rehabilitation**, as determined by a **Physician** approved by **Us**.

In no event will **We** pay more than the **Benefit Amount** for **Rehabilitation** shown in Section IV-C of the Schedule of Benefits.

The **Benefit Amount** for **Rehabilitation** is payable in addition to any other applicable **Benefit Amounts** under this policy. We will pay the **Benefit Amount** for **Rehabilitation** to the natural person who incurs the expense.

We will pay the **Benefit Amount** for **Rehabilitation** until the earlier of the date on which:

- 1) the total **Rehabilitation Benefit Amount**, shown in Section IV-C of the Schedule of Benefits, has been paid; or
- 2) two (2) years have elapsed from the date of the **Accidental Bodily Injury**.

Seat Belt and Occupant Protection Device

We will pay the **Benefit Amount** for **Seat Belt** shown in Section IV-C of the Schedule of Benefits if an **Insured Person** suffers an **Accidental Bodily Injury** resulting in a covered **Loss of Life** while such **Insured Person** is operating or riding in a **Private Passenger Automobile**, and using a **Seat Belt**.

The **Seat Belt** must have been properly secured, and used in accordance with the recommendations of its manufacturer. If it cannot be determined whether an **Insured Person** was using a **Seat Belt**, then the **Alternate Benefit Amount** for **Seat Belt**, shown in Section IV-C of the Schedule of Benefits will be paid.

We will also pay the **Benefit Amount** for an **Occupant Protection Device**, shown in Section IV-C of the Schedule of Benefits, if an **Insured Person** suffers an **Accidental Bodily Injury** as set forth above and such **Insured Person** is positioned in a seat protected by a properly deployed **Occupant Protection Device**. The **Benefit Amount** for an **Occupant Protection Device** will only be paid if We pay a **Benefit Amount** for **Seat Belt** other than an **Alternate Benefit Amount**.

Verification of the actual use of the **Seat Belt** and proper operation of the **Occupant Protection Device** at the time of an **Accident** must be part of an official report of such **Accident** or be certified, in writing, by an investigating police officer.

In no event will a **Benefit Amount** for **Seat Belt** be paid if an **Insured Person** is operating or riding as a passenger in any vehicle used for a race or contest of any type.

The **Benefit Amount** for **Seat Belt** and **Benefit Amount** for **Occupant Protection Device** are payable in addition to any other applicable **Benefit Amounts** under this policy.

In no event will **Our** total payments of a **Benefit Amount** for **Seat Belt** and a **Benefit Amount** for **Occupant Protection Device** exceed the **Maximum Benefit Amount**, shown in Section IV-C of the Schedule of Benefits.

Section II - Eligibility, Effective Date and Termination

Eligibility

A person becomes insured under this policy if:

- 1) such person is a member of an eligible **Class** of **Insured Persons** as shown in Section I of the Schedule of Benefits;
 - 2) such person has completed any required Qualification Period as shown in Section II of the Schedule of Benefits; and
 - 3) the required premium for such person has been paid.
-

Effective Date of Insurance for an Insured Person

Insurance for an **Insured Person** becomes effective on the latest of:

- 1) the effective date of this policy;
- 2) the date on which such person first meets the eligibility criteria as an **Insured Person**; or
- 3) the beginning of the period for which required premium is paid for such **Insured Person**.

Termination of Insurance for an Insured Person

Insurance for an **Insured Person** automatically terminates on the earliest of:

- 1) the termination date of this policy;
- 2) the expiration of the period for which required premium has been paid for such **Insured Person**;
- 3) the date on which a person no longer meets the eligibility criteria as an **Insured Person**.

Section III - Extensions Of Insurance

Extensions of Insurance are subject to the provisions of Section I-Insurance of the Contract, and all other policy terms and conditions.

Disappearance

If an **Insured Person** has not been found within one (1) year of the disappearance, stranding, sinking, or wrecking of any **Conveyance** in which an **Insured Person** was an occupant at the time of the **Accident**, then it will be assumed, subject to all other terms and conditions of this Policy, that an **Insured Person** has suffered **Loss of Life** insured under this policy.

Exposure

If an **Accident** resulting from an insured **Hazard** causes an **Insured Person** to be unavoidably exposed to the elements and as a result of such exposure an **Insured Person** has a **Loss**, then such **Loss** will be insured under this policy.

Section IV - Maximum Payment for Multiple Losses and Multiple Benefits

For any **Benefit Amount** identified as subject to this provision in the Schedule of Benefits, payment of such **Benefit Amount** will reduce the **Principal Sum**. If, subject to all the terms and conditions of this policy, an **Insured Person** is entitled to receive payment of multiple **Benefit Amounts** as the result of one (1) **Accident**, then the maximum **We** will pay for all benefits shall not exceed the **Principal Sum**.

For any **Benefit Amount** identified as not subject to this provision in the Schedule of Benefits, payment of such **Benefit Amount** will be in addition to any **Principal Sum** payable under this policy.

If, subject to all the terms and conditions of this policy, an **Insured Person** suffers multiple covered **Losses** as the result of one (1) **Accident**, then **We** will only pay the single largest **Benefit Amount** applicable to all such covered **Losses**.

Section V - Territory

This insurance applies worldwide.

Section VI - General Exclusions

The following exclusions apply to all benefits or Hazards under this policy. Additional exclusions, limitations or conditions may also apply to specific benefits or Hazards. Please read this entire policy carefully.

Owned Aircraft, Leased Aircraft, or Operated Aircraft

This insurance does not apply to any **Accident, Accidental Bodily Injury** or **Loss** caused by or resulting from, directly or indirectly, an **Insured Person** being in, entering, or exiting any aircraft:

- 1) owned, leased or operated by the **Policyholder** or on the **Policyholder's** behalf; or
- 2) operated by an employee of the **Policyholder** on the **Policyholder's** behalf.

Aircraft Pilot or Crew

This insurance does not apply to any **Accident, Accidental Bodily Injury** or **Loss** caused by or resulting from, directly or indirectly, an **Insured Person** being in, entering, or exiting any aircraft while acting or training as a pilot or crew member.

This exclusion does not apply to passengers who temporarily perform pilot or crew functions in a life-threatening emergency.

Disease or Illness

This insurance does not apply to any **Accident, Accidental Bodily Injury** or **Loss** caused by or resulting from, directly or indirectly, an **Insured Person's** emotional trauma, mental or physical illness, disease, pregnancy, childbirth or miscarriage, bacterial or viral infection, bodily malfunctions or medical or surgical treatment thereof.

This exclusion does not apply to an **Insured Person's** bacterial infection caused by an **Accident** or by **Accidental** consumption of a substance contaminated by bacteria.

Service in the Armed Forces

This insurance does not apply to any **Accident, Accidental Bodily Injury** or **Loss** caused by or resulting from, directly or indirectly, an **Insured Person** participating in military action while in active military service with the armed forces of any country or established international authority. However, this exclusion does not apply to the first sixty (60) consecutive days of active military service with the armed forces of any country or established international authority.

Specialized Aviation

This insurance does not apply to any **Accident, Accidental Bodily Injury** or **Loss** caused by or resulting from, directly or indirectly, an **Insured Person** traveling or flying on any aircraft engaged in **Specialized Aviation Activities**.

Suicide or Intentional Injury

This insurance does not apply to any **Accident, Accidental Bodily Injury** or **Loss** caused by or resulting from, directly or indirectly, an **Insured Person's** suicide, attempted suicide or intentionally self-inflicted injury.

War

This insurance does not apply to any **Accident, Accidental Bodily Injury** or **Loss** caused by or resulting from, directly or indirectly, a declared or undeclared **War**.

Section VII - Definitions

For the purpose of these definitions, the singular includes the plural and the plural includes the singular, unless otherwise noted.

Accident or Accidental

Accident or **Accidental** means a sudden, unforeseen, and unexpected event which:

- 1) happens by chance;
 - 2) arises from a source external to an **Insured Person**;
 - 3) is independent of illness, disease or other bodily malfunction or medical or surgical treatment thereof;
 - 4) occurs while the **Insured Person** is insured under this policy which is in force; and
 - 5) is the direct cause of loss.
-

Accidental Bodily Injury

Accidental Bodily Injury means bodily injury, which:

- 1) is **Accidental**;
- 2) is the direct cause of a loss; and
- 3) occurs while an **Insured Person** is insured under this policy, which is in force.

Accidental Bodily Injury does not mean a **Repetitive Motion Injury**.

Actively at Work or Active Work

Actively at Work, or **Active Work** means a person is performing the material and substantial duties of his or her regular occupation for compensation.

Assistance Services Administrator

Assistance Services Administrator means the organization that contracts with the **Company** to provide **Medical Evacuation** and **Repatriation** services to an **Insured Person**.

Benefit Amount

Benefit Amount means the amount stated in the Schedule of Benefits for this policy which applies:

- 1) at the time of an **Accident**;
 - 2) to an **Insured Person**; and
 - 3) for the applicable **Hazard**.
-

Bomb

Bomb means any real or dummy explosive device designed and constructed as such, placed on the premises of the **Policyholder** with intent to cause injury, damage or fright.

Bomb Explosion

Bomb Explosion means any detonation of a **Bomb** on the premises of the **Policyholder** whether or not the presence of the **Bomb** was reported in advance.

Bomb Scare

Bomb Scare means any report of the presence of a **Bomb** on the premises of the **Policyholder**.

Bomb Search

Bomb Search means any organized attempt to find a reported **Bomb** on the premises of the **Policyholder**.

Business Travel

Business Travel means travel by a **Primary Insured Person** that is:

- 1) away from such **Primary Insured Person's** regular place of employment;
- 2) at the authorization, direction and expense of the **Policyholder**;
- 3) on the **Policyholder's** business; and
- 4) for periods of 180 days or less.

Business Travel does not include **Commutation**. **Business Travel** includes **Personal Excursion**. **Business Travel** includes **Extraordinary Commutation**.

Child Care Expense

Child Care Expense means the actual incurred costs for the care and supervision of an **Insured Person's Dependent Child** who is less than age thirteen (13).

Class

Class means the categories of **Insured Persons** described in Section I of the Schedule of Benefits.

Common Accident

Common Accident means the same **Accident** or separate **Accidents** that occur within the same consecutive twenty-four (24) hour period and result in **Loss of Life** to a **Primary Insured Person** and such **Primary Insured Person's Spouse or Domestic Partner**.

Commutation

Commutation means travel between a **Primary Insured Person's** residence and regular place of employment.

Company

Company means FEDERAL INSURANCE COMPANY.

Conveyance

Conveyance means any motorized craft, vehicle or mode of transportation licensed or registered by a governmental authority with competent jurisdiction.

Covered Expenses

- 1) With respect to **Medical Evacuation, Covered Expenses** means the cost for:
 - 1) a land, water or air **Conveyance**, required to transport an **Insured Person** during a **Medical Evacuation**. Special transportation by, but not limited to, air ambulances, land ambulances and private motor vehicles must:
 - a) be recommended by an attending **Physician**; and
 - b) comply with the standard regulations of the **Conveyance** transporting an **Insured Person**.

The means of transportation that is best suited to accommodate an **Insured Person**, based on the seriousness of an **Insured Person's** condition, will be used.
 - 2) medical supplies and services which are:
 - a) ordered or prescribed by an attending **Physician**; and
 - b) are, in the opinion of an attending **Physician**, necessarily incurred in connection with the **Medical Evacuation** of an **Insured Person**.
- 2) With respect to **Repatriation, Covered Expenses** means the cost for:
 - 1) **Repatriation** of an **Insured Person**; and
 - 2) medical supplies and services which:
 - a) are ordered or prescribed by an attending **Physician**;
 - b) are, in the opinion of an attending **Physician**, necessarily incurred in connection with **Repatriation** of an **Insured Person**; and
 - c) are the necessary expenses for embalming, cremation, transportation and purchase of a shipping container as required by applicable law or regulation.

With respect to **Medical Evacuation** and **Repatriation**, all transportation arrangements made for an **Insured Person** will be by the most direct and economical route. All **Covered Expenses** must be arranged and receive the prior approval of **Our Assistance Service Administrator**.

Covered Expenses do not include those expenses incurred by an **Insured Person** for **Accidental Bodily Injury**, illness or disease, which occurs while an **Insured Person** is:

- 1) traveling against the advice of a **Physician**; or
- 2) traveling for the purpose of obtaining medical treatment.

Dependent

Dependent means a **Dependent Child, Spouse or Domestic Partner** of a **Primary Insured Person**.

Dependent Child

Dependent Child means a **Primary Insured Person's** unmarried child from the moment of birth, including a natural child, grandchild, stepchild or adopted child from the date of placement with a **Primary Insured Person**. The **Dependent Child** must be primarily dependent upon such **Primary Insured Person** for maintenance and support, and must be:

- 1) under the age of nineteen (19);
- 2) under the age of twenty-five (25) if enrolled as a full-time student at an **Institution of Higher Learning**; or
- 3) classified as an **Incapacitated Dependent Child**.

If a **Dependent Child** under the age of twenty-five (25) is enrolled as a full-time student and is unable to continue as a full-time student due to a medical condition, coverage will continue in force for twelve (12) months from the date the **Dependent Child** is no longer a full-time student or until the **Dependent Child** attains the age of twenty-five (25), whichever occurs first. The **Dependent Child's** treating physician must certify that the withdrawal as a full-time student is medically necessary.

Domestic Partner

Domestic Partner means a person designated by a **Primary Insured Person** who is registered as a Domestic Partner or legal equivalent under laws of the governing jurisdiction or who:

- 1) is at least 18 years of age and competent to enter into a contract;
- 2) is not related to the **Primary Insured Person** by blood;
- 3) has exclusively lived with the **Primary Insured Person** for at least twelve (12) months prior to the date of enrollment;
- 4) is not legally married or separated; and
- 5) as of the date of enrollment, has with the **Primary Insured Person** at least two (2) of the following financial arrangements:
 - a) a joint mortgage or lease;
 - b) a joint bank account;
 - c) joint title to or ownership of a motor vehicle or status as a joint lessee on a motor vehicle lease; or
 - d) a joint credit card account with a financial institution.

Neither the **Primary Insured Person** nor the **Domestic Partner** can be married to, nor in a civil union with, anyone else.

Education Expense

Education Expense means the actual cost incurred for tuition, fees, or room and board billed by an **Institution of Higher Learning**. **Education Expense** also means costs for required books or course supplies but shall not include any amount reimbursed from any other source.

Emergency Medical Treatment

Emergency Medical Treatment means **Hospital** treatment for a medical condition which:

- 1) arises suddenly and unexpectedly; and
 - 2) if left untreated could result in **Loss of Life**, or in serious deterioration of an **Insured Person's** medical condition.
-

Extraordinary Commutation

Extraordinary Commutation means **Commutation** by a **Primary Insured Person** using any form of conveyance when a strike, major breakdown or catastrophe causes the discontinuance of service of one or more public transportation system(s) regularly used by such **Primary Insured Person** for **Commutation**. This **Extraordinary Commutation** ends with the resumption of service of the affected transportation system(s) or the expiration of sixty (60) consecutive days, whichever occurs first.

Family Travel Expense

Family Travel Expense means actual costs incurred by an **Immediate Family Member** for temporary lodging, transportation and meals while traveling to and from visits with an **Insured Person**.

Felonious Assault

Felonious Assault means any willful and unlawful use of force by an individual against a **Primary Insured Person** in connection with the commission of, or attempted commission of robbery, theft, kidnapping, hostage taking, **Hijacking/Skyjacking**, assault, murder, manslaughter, riot, or insurrection. Such use of force must be a felony or the equivalent of a felony under any country, state, territory or local statutory or common law applicable in the jurisdiction where **Accident, Accidental Bodily Injury** or **Loss** occurs.

Gainful Occupation

Gainful Occupation means an occupation, including self employment, that is or can be expected to provide an **Insured Person** with an income equal to at least 60% of the **Insured Person's** monthly earnings within twelve (12) months after the **Insured Person's** return to work.

Hazard

Hazard means the circumstances for which this insurance is provided as stated in Section III of the Schedule of Benefits and described in the **Hazard** Section of this policy.

Hemiplegia

Hemiplegia means complete and irreversible loss of all motion and all practical use of one arm and one leg on the same side of the body that lasts longer than 365 days as determined by a **Physician** approved by **Us**.

Hijacking /Skyjacking

Hijacking /Skyjacking means the unlawful seizure or wrongful exercise of control of an aircraft or conveyance and its crew, in which an **Insured Person** is traveling.

Home Alteration

Home Alteration means changes to an **Insured Person's** primary residence that are necessary to make the residence accessible and habitable for such **Insured Person**.

Hospital

Hospital means a public or private institution which:

- 1) is licensed in accordance with the laws of the jurisdiction where it is located;
 - 2) is accredited by the Joint Commission on Accreditation of Hospitals;
 - 3) operates for the reception, care and treatment of sick, ailing or injured persons as in-patients;
 - 4) provides organized facilities for diagnosis and medical or surgical treatment;
 - 5) provides twenty-four (24) hour nursing care;
 - 6) has a **Physician** or staff of **Physicians**; and
 - 7) is not primarily a day clinic, rest or convalescent home, assisted living facility or similar establishment and is not, other than incidentally, a place for the treatment of alcoholics or drug addicts.
-

Hospital Admission Guaranty

Hospital Admission Guaranty means any charge or expense made by a **Hospital** prior to and as a condition of an **Insured Person's** admission.

Immediate Family Member

Immediate Family Member means an **Insured Person's**:

- 1) **Spouse** or **Domestic Partner**;
- 2) children including adopted children and stepchildren;
- 3) legal guardians or wards;
- 4) siblings or siblings-in-law;
- 5) parents or parents-in-law;
- 6) grandparents or grandchildren;
- 7) aunts or uncles;
- 8) nieces and nephews.

Immediate Family Member also means a **Spouse's** or **Domestic Partner's** children, including adopted children and stepchildren; legal guardians or wards; siblings or siblings-in-law; parents or parents-in-law; grandparents or grandchildren; aunts or uncles; nieces or nephews.

Incapacitated Dependent Child

Incapacitated Dependent Child means a child who, as a result of being mentally or physically challenged, is permanently incapable of self-support and permanently dependent on a **Primary Insured Person** for support and maintenance. The incapacity must have occurred while the child was:

- 1) under the age of nineteen (19); or
- 2) under the age of twenty-five (25) if enrolled as a full-time student at an **Institution of Higher Learning**.

Institution of Higher Learning

Institution of Higher Learning means any accredited public or private college, university, professional trade or vocational school beyond the twelfth (12th) grade.

Insured Person

Insured Person means a person, qualifying as a **Class** member under Section I of the Schedule of Benefits:

- 1) who elects insurance; or
- 2) for whom insurance is elected,
- 3) and on whose behalf premium is paid.

Leased Aircraft

Leased Aircraft means an aircraft not owned by the **Policyholder**, which is subject to a written lease agreement between the **Policyholder** and the lessor. The **Policyholder** uses the aircraft as it wishes for the term of the written lease agreement. The **Policyholder** cannot alter or sell the aircraft without the consent of the lessor. **Leased Aircraft** does not include aircraft which are chartered for single trips.

Loss

Loss means **Accidental**:

- Loss of Foot**
- Loss of Hand**
- Loss of Hearing**
- Loss of Life**
- Loss of Sight**
- Loss of Sight of One Eye**
- Quadriplegia**
- Paraplegia**
- Hemiplegia**
- Loss of Speech**
- Uniplegia**
- Loss of Thumb and Index Finger**

Loss must occur within one (1) year after the **Accident**.

Loss of Foot

Loss of Foot means the total and permanent loss of function of a foot. In the event of complete severance through or above the ankle joint, **We** will consider such severance a **Loss of Foot** even if the foot is later reattached. If the reattachment fails and amputation becomes necessary, then **We** will not pay an additional **Benefit Amount** for such amputation.

Loss of Hand

Loss of Hand means total and permanent loss of function of a hand as determined by a **Physician**. In the event of complete severance, as determined by a **Physician**, at or above the metacarpal phalangeal joints of at least four (4) fingers on the same hand or at least three (3) fingers and the thumb on the same hand, **We** will consider such severance a **Loss of Hand** even if the hand, fingers or thumb are later reattached. If the reattachment fails and amputation becomes necessary, then **We** will not pay an additional **Benefit Amount** for such amputation.

Loss of Hearing

Loss of Hearing means permanent, irrecoverable and total deafness, as determined by a **Physician**, with an auditory threshold of more than 90 decibels in each ear. The deafness cannot be corrected by any aid or device, as determined by a **Physician**.

Loss of Life

Loss of Life means death, including clinical death, as determined by the local governing medical authority where such death occurs within 365 days after an **Accident**.

Loss of Sight

Loss of Sight means permanent loss of vision. Remaining vision must be no better than 20/200 using a corrective aid or device, as determined by a **Physician**.

Loss of Sight of One Eye

Loss of Sight of One Eye means permanent loss of vision of one eye. Remaining vision in that eye must be no better than 20/200 using a corrective aid or device, as determined by a **Physician**.

Loss of Speech

Loss of Speech means the permanent, irrecoverable and total loss of the capability of speech without the aid of mechanical devices, as determined by a **Physician**.

Loss of Thumb and Index Finger

Loss of Thumb and Index Finger means complete severance, through the metacarpal phalangeal joints, of the thumb and index finger of the same hand, as determined by a **Physician**. **We** will consider such severance a **Loss of Thumb and Index Finger** even if a thumb, an index finger or both are later reattached. If the reattachment fails and amputation becomes necessary, then **We** will not pay an additional **Benefit Amount** for such amputation.

Medical Evacuation

Medical Evacuation means:

- 1) the emergency transportation of an **Insured Person** from the location where such **Insured Person** is injured or becomes ill to the nearest **Hospital** where appropriate medical care and treatment can be provided; or
 - 2) transfer from the local **Hospital** where **Emergency Medical Treatment** is initially given to another **Hospital** or to an **Insured Person's** domicile or permanent residence.
-

Medically Necessary

Medically Necessary means a medical or dental service, supply or course of treatment which:

- 1) is ordered or prescribed by a **Physician**;
 - 2) is appropriate and consistent with the patient's diagnosis;
 - 3) is in accord with current accepted medical or dental practice; and
 - 4) could not be eliminated without adversely affecting the patient's condition.
-

Medical Services

Medical Services means **Medically Necessary** services, including but not limited to:

- 1) medical care and treatment by a **Physician**;
 - 2) **Hospital** room and board and **Hospital** care, both inpatient and outpatient;
 - 3) drugs and medicines required and prescribed by a **Physician**;
 - 4) diagnostic tests and x-rays prescribed by a **Physician**;
 - 5) transportation of an **Insured Person** in an emergency transportation vehicle from the location where such **Insured Person** becomes injured to the nearest **Hospital** where appropriate medical treatment can be obtained;
 - 6) dental care and treatment due to **Accidental Bodily Injury**;
 - 7) physical therapy, including diathermy, ultrasonic, whirlpool or heat treatment, adjustment, manipulation, massage and the office visit associated with such therapy;
 - 8) treatment performed by a licensed medical professional when prescribed by a **Physician**, if hospitalization would have been otherwise required;
 - 9) rental of durable medical equipment;
 - 10) artificial limbs and other prosthetic devices;
 - 11) orthopedic appliances or braces.
-

Occupant Protection Device

Occupant Protection Device means either an air bag, which inflates for added protection to the head and chest areas, or any other personal safety restraint system other than a **Seat Belt** recognized by the U.S. National Highway Transportation Safety Board.

Operated Aircraft

Operated Aircraft means any aircraft not owned by the **Policyholder** but over which the **Policyholder** exercises control. **Operated Aircraft** includes an aircraft for which the **Policyholder** pays operating expenses.

Other Plan

Other Plan means any other insurance or payment source for **Medical Services** or disability, including but not limited to health coverage other than individual health policies, disability insurance, worker's compensation insurance; or coverage provided or required by any law or statute, including, automobile insurance "fault" or "no-fault", employer sick leave or salary continuation plan, or similar benefit provided or required by governmental plan or program.

Owned Aircraft

Owned Aircraft means any aircraft to which the **Policyholder** holds legal or equitable title.

Paraplegia

Paraplegia means complete and irreversible loss of all motion and all practical use of both legs that lasts longer than 365 days, as determined by a **Physician** approved by **Us**.

Permanent Total Disability

Permanent Total Disability means **Total Disability** that:

- 1) continues without interruption during, and subsequent to, the **Elimination Period** if any; and
 - 2) is reasonably expected, in the opinion of a **Physician** approved by **Us**, to continue without interruption and without expectation of full or partial recovery for the rest of a **Primary Insured Person's** life.
-

Personal Excursion

Personal Excursion means travel or activities that are unrelated to the **Policyholder's** business and which take place away from a **Primary Insured Person's** residence or regular place of employment. Such travel or activities must coincide with the **Primary Insured Person's Business Travel** or **Relocation Travel**.

Personal Excursion is limited to any consecutive 7 day period immediately prior to, during or immediately following such **Business Travel** or **Relocation Travel**.

Physician

Physician means a licensed practitioner of the healing arts, acting within the scope of his or her license to the extent provided by the laws of the jurisdiction in which medical treatment is provided. **Physician** does not include:

- 1) an **Insured Person**;
 - 2) an **Immediate Family Member**.
-

Policyholder

Policyholder means the entity identified in the Insuring Agreement.

Primary Insured Person

Primary Insured Person means an **Insured Person** who:

- 1) has a direct relationship with the **Policyholder**; and
 - 2) where applicable, elects insurance under this policy.
-

Principal Sum

Principal Sum means the amount of insurance appearing in Section IV-A of the Schedule of Benefits applicable to each **Class**.

Private Passenger Automobile

Private Passenger Automobile means a four-wheeled motor vehicle with a maximum seating capacity of nine (9) people, manufactured, designed and registered as a private passenger vehicle for travel on public roads.

Proof of Loss

Proof of Loss means written evidence acceptable to Us that an **Accident, Accidental Bodily Injury or Loss** has occurred.

Psychological Therapy

Psychological Therapy means **Medically Necessary** counseling for a mental or nervous disorder by a **Physician**, whether on an out-patient basis, in a **Hospital** or any other medical facility licensed to provide such treatment.

Psychological Therapy Expense

Psychological Therapy Expense means **Reasonable and Customary Charges** for **Psychological Therapy**.

Quadriplegia

Quadriplegia means complete and irreversible loss of all motion and all practical use of both arms and legs that lasts longer than 365 days, as determined by a **Physician** approved by Us.

Reasonable and Customary Charge

Reasonable and Customary Charge means the lesser of:

- 1) the usual charge made by **Physicians** or other health care providers for a given service or supply; or
 - 2) the charge **We** reasonably determine to be the prevailing charge made by **Physicians** or other health care providers for a given service or supply in the geographical area where it is furnished.
-

Rehabilitation

Rehabilitation means treatment other than **Psychological Therapy** intended to prepare an **Insured Person** for work in any **Gainful Occupation**, including an **Insured Person's** regular occupation that is:

- 1) provided by a therapist licensed, registered, or certified to perform such treatment; or
- 2) provided in a **Hospital** or other facility, which is licensed to provide such treatment.

The **Rehabilitation** must take place under the direction of a **Physician**.

Rehabilitation Expense

Rehabilitation Expense means **Reasonable and Customary Charges** for **Rehabilitation**.

Relocation Travel

Relocation Travel means travel by a **Primary Insured Person**:

- 1) between such **Primary Insured Person's** old and new regular places of employment or residence as part of a **Relocation**; and
 - 2) at the **Policyholder's** authorization, direction and expense.
-

Relocation

Relocation means the transfer of a **Primary Insured Person** by the **Policyholder** from the **Primary Insured Person's** current regular place of employment with the **Policyholder** to a new regular place of employment with the **Policyholder** that is more than fifty (50) miles from such current place of employment.

Repatriation

Repatriation means the necessary arrangements for the return of an **Insured Person's** remains to an **Insured Person's** domicile or permanent residence in the event of an **Insured Person's Loss of Life**.

Repetitive Motion Injury

Repetitive Motion Injury means bursitis, stress fracture, strain, shin splints, Osgood Schlatter Disease, Chondromalacia, stress fractures, tendinitis and Carpal Tunnel Syndrome.

Seat Belt

Seat Belt means a lap or lap and shoulder restraint device or a child restraint device, which meets the published standards of the U. S. National Highway Transportation Safety Board and has been installed in accordance with the manufacturer's instructions.

Specialized Aviation Activity

Specialized Aviation Activity means use of a properly certified aircraft for the following:

any flight on a rocket propelled or rocket launched aircraft

Specialized Aviation Activity shall include any flight which requires a special permit or waiver from a governmental authority having jurisdiction over civil aviation, whether or not such permit or waiver is granted.

Spouse

Spouse means an **Insured Person's** husband or wife or who is recognized as such by the laws of the jurisdiction in which the **Primary Insured Person** resides.

Subsidiary

Subsidiary means any organization in which:

- 1) more than 50% of the outstanding securities or voting rights representing the present right to vote for election of directors is owned or controlled, directly or indirectly, in any combination by the **Policyholder**; or
 - 2) the **Policyholder** exercises management control.
-

Total Disability

Total Disability means that **Accidental Bodily Injury** solely and directly:

- 1) prevents a **Primary Insured Person** from performing all the substantial and material duties of any **Gainful Occupation** for which such **Primary Insured Person** is qualified, or could be qualified, by reason of education, training, experience, or skill;
 - 2) causes a condition which is medically determined by a **Physician**, approved by **Us**, to be of continuous and indefinite duration; and
 - 3) requires the continuous care of a **Physician**, unless the **Primary Insured Person** has reached his or her maximum point of recovery.
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Uniplegia

Uniplegia means complete and irreversible loss of all motion and all practical use of one arm or one leg that lasts more than 365 days, as determined by a **Physician** approved by **Us**.

Vehicle Modification

Vehicle Modification means changes, including but not limited to installation of equipment, to a **Private Passenger Automobile** that are necessary to make such **Private Passenger Automobile** accessible to or driveable by an **Insured Person**.

War

War means:

- 1) hostilities following a formal declaration of war by a governmental authority;
 - 2) in the absence of a formal declaration of **War** by a governmental authority armed, open and continuous hostilities between two countries; or
 - 3) armed, open and continuous hostilities between two factions, each in control of territory, or claiming jurisdiction over the geographic area of hostility.
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We, Us and Our

We, Us and Our means FEDERAL INSURANCE COMPANY.

Section VIII - General Provisions

Addition of New Insured Persons

Any new person who meets the eligibility criteria for the **Class(es)** described in Section I of the Schedule of Benefits, **Insured Persons**, will automatically be an **Insured Person** under this policy.

Benefit Assignment

An **Insured Person** may assign **Benefit Amounts** other than those for **Loss of Life**. Such assignment must be in writing, signed by the **Insured Person** and filed with the **Policyholder**. The assignment shall be provided to **Us** at the time of claim or at such other time as **We** may require. **We** do not assume the responsibility for the validity of any assignment.

Arbitration

In the event of a dispute under this policy, either **We**, an **Insured Person**, or in the event of **Loss of Life**, an **Insured Person's** beneficiary, may make a written demand for arbitration. Upon an **Insured Person's** consent to proceed with arbitration, **We**, an **Insured Person**, or in the event of **Loss of Life**, an **Insured Person's** beneficiary, will each select an arbitrator. The two arbitrators will select a third. If they cannot agree within fifteen (15) days, then either **We** or an **Insured Person**, or in the event of **Loss of Life**, an **Insured Person's** beneficiary, may request that the choice of arbitrator be submitted to the American Arbitration Association. The arbitration will be held in the State of an **Insured Person's** principal residence.

Each participant shall bear the cost for arbitration and shall share equally in the cost of the umpire and the proceedings.

Arbitration in no way prevents the rights pursuant to New York Insurance Law, section 3221(a)(14).

Beneficiary

A) Designation

An **Insured Person** has the right to designate a beneficiary. The **Primary Insured Person** shall have the sole right to designate a beneficiary for any **Dependent Child** who is a minor. All beneficiary designations must be:

- 1) in writing;
- 2) filed with the **Policyholder**; and
- 3) provided to **Us** at the time of claim; or
- 4) at such other time as **We** may require

B) Change

The **Insured Person**, and no one else, unless there is an irrevocable assignment, has the right to change the beneficiary except as set forth above. The **Insured Person** does not need the consent of anyone to do so. All beneficiary changes must be:

- 1) in writing;
- 2) filed with the **Policyholder**; and
- 3) provided to **Us** at the time of claim or at such other time as **We** may require.

We do not assume any responsibility for the validity of these changes.

C) Payment

The **Benefit Amount** for covered **Loss of Life** will be paid to the beneficiary designated by an **Insured Person**. Any **Benefit Amount** payable due to the **Loss of Life** of a **Dependent Child** will be paid to the **Primary Insured Person**, absent any beneficiary designation by the **Dependent Child**.

If an **Insured Person** has not chosen a beneficiary or if there is no beneficiary alive when the **Insured Person** dies, then **We** will pay the **Benefit Amount** for **Loss of Life** to the first surviving party in the following order:

- 1) the **Insured Person's Spouse** or **Domestic Partner**;
- 2) in equal shares to the **Insured Person's** surviving children;
- 3) in equal shares to the **Insured Person's** surviving parents;
- 4) in equal shares to the **Insured Person's** surviving brothers and sisters;
- 5) the **Insured Person's** estate.

All other **Benefit Amounts** are paid to the **Insured Person**, unless otherwise directed by an **Insured Person** or an **Insured Person's** designee, or unless otherwise noted in this policy.

If any beneficiary has not reached the legal age of majority, then **We** will pay such beneficiary's legal guardian.

Cancellation, Nonrenewal and Grace Period

A) Grace Period

The **Policyholder** is entitled to a grace period of thirty-one (31) days from the premium due date for the payment of premium due. This policy will continue in force during the grace period. The grace period does not apply to the first premium payable during this policy term. Failure to pay the first premium on or before the due date will immediately terminate this policy as of inception. **We** are not required to provide notification of such termination.

B) Cancellation, Nonrenewal

The **Policyholder** may cancel this policy, or any of its individual insurance benefits, by sending **Us** written notice stating when cancellation is to take effect. The effective date of cancellation may not be earlier than the date notice is postmarked or transmitted.

We may cancel this policy, or any of its individual insurance benefits, if the **Policyholder** fails to pay the premium within the grace period of thirty-one (31) days after the premium due date, except for the first premium due during the Policy Period. **We** will send written notice stating the effective date of cancellation, which will be no earlier than thirty-one (31) days after the premium due date.

We may cancel this policy, or any of its individual insurance benefits, for reasons other than nonpayment of premium by sending written notice stating when thereafter such cancellation shall take effect. If this is a multi-year policy, then **We** may cancel the policy, or any of its individual insurance benefits, by sending written notice at least forty-five (45) days prior to the Anniversary Date shown in the Insuring Agreement.

We may nonrenew this policy by sending written notice at least forty-five (45) days before the expiration date of the Policy Period shown in the Insuring Agreement.

We will send notice of cancellation or nonrenewal to the **Policyholder** at its last known address. If the notice is mailed, proof of mailing will be considered proof of cancellation or nonrenewal.

The **Policyholder** is required to immediately provide notice of cancellation or nonrenewal to all **Insured Persons**.

The earned premium will be computed on a pro-rata basis. Any unearned premium will be returned to the **Policyholder** as soon as practicable.

Certificate

When required by law, **We** will issue to the **Policyholder** for delivery to the **Primary Insured Person** a Certificate of Insurance. The Certificate of Insurance will describe the benefits, exclusions, limitations, and conditions of this policy and state to whom benefits are payable. Any subsequent changes to this policy will also apply to the existing Certificates of Insurance.

Changes

This policy can only be changed by a written endorsement that becomes a part of this policy. The endorsement must be approved by one of **Our** officers and signed by one of **Our** authorized representatives. No agent has the authority to change this policy or waive any of its provisions.

Concealment or Fraud

Insurance under this policy is void if:

- 1) the **Policyholder** or any **Insured Person** has intentionally concealed or misrepresented any material fact relating to this policy before or after a **Loss**; or
- 2) the **Policyholder** or any **Insured Person** files a false report of a **Loss**.

Compliance by Policyholder and Insured Person

We have no duty to provide insurance under this policy unless the **Policyholder**, the **Insured Person** and the beneficiary, if applicable, have fully complied with all the terms and conditions of this policy.

Claim Notice

Written Claim Notice must be given to **Us** or any of **Our** brokers or appointed agents within twenty (20) days after the occurrence or commencement of any **Loss** covered by this policy or as soon as reasonably possible. Notice must include enough information to identify the **Insured Person** and **Policyholder**. Failure to give Claim Notice within twenty (20) days will not invalidate or reduce any otherwise valid claim if notice is given as soon as reasonably possible.

Claim Forms

When **We** receive notice of a claim, **We** will send the **Insured Person** or the **Insured Person's** designee, within fifteen (15) days, forms for giving **Proof of Loss** to **Us**. If the **Insured Person** or the **Insured Person's** designee does not receive the forms, then the **Insured Person** or an **Insured Person's** designee should send **Us** a written description of the **Loss**. This written description should include information detailing the occurrence, type and extent of the **Loss** for which the claim is made.

Claim Proof of Loss

For claims involving disability, complete **Proof of Loss** must be given to **Us** within ninety (90) days after commencement of the period for which **We** are liable. Subsequent written proof of the continuance of such disability must be given to **Us** at such intervals as **We** may reasonably require.

Failure to give complete **Proof of Loss** within these time frames will not invalidate or reduce any otherwise valid claim if notice is given as soon as reasonably possible.

For all claims except those involving disability, complete **Proof of Loss** must be given to **Us** within ninety (90) days after the date of **Loss**, or as soon as reasonably possible.

Claim Payment

For benefits payable involving disability, **We** will pay the **Insured Person** the applicable **Benefit Amount** no less frequently than monthly during the period for which **We** are liable. All payments by **Us** are subject to receipt of complete **Proof of Loss**.

For all benefits payable under this policy except those for disability, **We** will pay the **Insured Person** or beneficiary the applicable **Benefit Amount** within sixty (60) days after **We** receive complete **Proof of Loss** if the **Insured Person**, the **Policyholder** and beneficiary, where applicable, have complied with all the terms of this policy.

Claim External Appeal

I. INSURED PERSON'S RIGHT TO AN EXTERNAL APPEAL

Under certain circumstances, an **Insured Person** has a right to an external appeal of a denial of coverage. Specifically, if **We** have denied coverage on the basis that the service is not medically necessary or is an experimental or investigational treatment, the **Insured Person** or his or her representative may appeal that decision to an external appeal agent, an independent entity certified by the State to conduct such appeals.

II. INSURED PERSON'S RIGHT TO APPEAL A DETERMINATION THAT A SERVICE IS NOT MEDICALLY NECESSARY

If **We** have denied coverage on the basis that the service is not medically necessary, the **Insured Person** may appeal to an external appeal agent if the following two (2) criteria are satisfied:

- 1) The service, procedure, or treatment must otherwise be a covered benefit under the Policy; and
- 2) The **Insured Person** must have received a final adverse determination through **Our** internal appeal process and **We** must have upheld the denial or **We** and the **Insured Person** must agree to waive any internal appeal.

III. INSURED PERSON'S RIGHT TO APPEAL A DETERMINATION THAT A SERVICE IS EXPERIMENTAL OR INVESTIGATIONAL

If an **Insured Person** has been denied coverage on the basis that the service is an experimental or investigational treatment, such **Insured Person** must satisfy the following two (2) criteria:

- 1) The service must otherwise be a covered benefit under this Policy; and
- 2) The **Insured Person** must have received a final adverse determination through the **Our** internal appeal process and **We** must have upheld the denial or **We** and the **Insured Person** must agree in writing to waive any internal appeal.

In addition, the **Insured Person's** attending physician must certify that such **Insured Person** has a life-threatening or disabling condition or disease. A "life-threatening condition or disease" is one which, according to the current diagnosis of the attending physician, has a high probability of death. A "disabling condition or disease" is any medically determinable physical or mental impairment that can be expected to result in death, or that has lasted or can be expected to last for a continuous period of not less than twelve (12) months, which renders the **Insured Person** unable to engage in any substantial gainful activities. In the case of a child under the age of eighteen (18), a "disabling condition or disease" is any medically determinable physical or mental impairment of comparable severity.

The **Insured Person's** attending physician must also certify that the life-threatening or disabling condition or disease is one for which standard health services are ineffective or medically inappropriate or one for which there does not exist a more beneficial standard service or procedure covered by the Policy or one for which there exists a clinical trial (as defined by law).

In addition, the **Insured Person's** attending physician must have recommended one of the following:

- 1) A service, procedure or treatment that two (2) documents from available medical and scientific evidence indicate is likely to be more beneficial to the **Insured Person** than any standard covered service (only certain documents will be considered in support of this recommendation - the attending physician should contact the State in order to obtain current information as to what documents will be considered or acceptable); or
- 2) A clinical trial for which the **Insured Person** is eligible (only certain clinical trials can be considered).

For purposes of this section, the attending physician must be a licensed, board-certified or board eligible physician qualified to practice in the area appropriate to treat the **Insured Person's** life-threatening or disabling condition or disease.

IV. THE EXTERNAL APPEAL PROCESS

If, through **Our** internal appeal process, the **Insured Person** has received a final adverse determination upholding a denial of coverage on the basis that the service is not medically necessary or is an experimental or investigational treatment, the **Insured Person** has forty-five (45) days from receipt of such notice to file a written request for an external appeal. If **We** and the **Insured Person** have agreed in writing to waive any internal appeal, the **Insured Person** has forty-five (45) days from receipt of such waiver to file a written request for an external appeal. **We** will provide an external appeal application with the final adverse determination issued through **Our** internal appeal process or **Our** written waiver of an internal appeal.

The **Insured Person** may also request an external appeal application from the New York State Insurance Department at 1-800-400-8882. Submit the completed application to the Insurance Department at the address indicated on the application. If the **Insured Person** satisfies the criteria for an external appeal, the State will forward the request to a certified external appeal agent.

The **Insured Person** will have an opportunity to submit additional documentation with his or her request. If the external appeal agent determines that the information submitted represents a material change from the information on which **We** based **Our** denial, the external appeal agent will share this information with **Us** in order for **Us** to exercise **Our** right to reconsider **Our** decision. If **We** choose to exercise this right, **We** will have three (3) business days to amend or confirm **Our** decision. Please note that in the case of an expedited appeal (described below), **We** do not have a right to reconsider **Our** decision.

In general, the external appeal agent must make a decision within thirty (30) days of receipt of the **Insured Person's** completed application. The external appeal agent may request additional information from the **Insured Person**, the **Insured Person's** physician, or **Us**. If the external appeal agent requests additional information, it will have five (5) additional business days to make its decision. The external appeal agent must notify the **Insured Person** in writing of its decision within two (2) business days.

If the **Insured Person's** attending physician certifies that a delay in providing the service that has been denied poses an imminent or serious threat to such **Insured Person's** health, the **Insured Person** may request an expedited external appeal. In that case, the external appeal agent must make a decision within three (3) days of receipt of the completed application. Immediately after reaching a decision, the external appeal agent must try to notify the **Insured Person** and **Us** by telephone or facsimile of that decision. The external appeal agent must also notify the **Insured Person** in writing of its decision.

If the external appeal agent overturns **Our** decision that a service is not medically necessary or approves coverage of an experimental or investigational treatment, **We** will provide coverage subject to the other terms and conditions of this Policy. Please note that if the external appeal agent approves coverage of an experimental or investigational treatment that is part of a clinical trial, **We** will only cover the costs of services required to provide treatment to the **Insured Person** according to the design of the trial. **We** shall not be responsible for the costs of investigational drugs or devices, the costs of non-health care services, the costs of managing research, or costs which would not be covered under this subscriber contract for non-experimental or non-investigational treatments provided in such clinical trial.

The external appeal agent's decision is binding on both the **Insured Person** and **Us**. The external appeal agent's decision is admissible in any court proceeding.

V. INSURED PERSON'S RESPONSIBILITIES

It is the Insured Person's RESPONSIBILITY to initiate the external appeal process. The **Insured Person** may initiate the external appeal process by filing a completed application with the New York State Insurance Department. The **Insured Person** may appoint a representative to assist with the **Insured Person's** external appeal request, however, the Insurance Department may contact the **Insured Person** and request that the **Insured Person** confirm in writing that he or she has appointed such representative.

Under New York State law, the Insured Person's completed request for appeal must be filed within forty-five (45) days of either the date upon which the Insured Person receives written notification from Us that We have upheld a denial of coverage or the date upon which the Insured Person receives a written waiver of any internal appeal. We have no authority to grant an extension of this deadline.

COVERED SERVICES/EXCLUSIONS

In general, **We** do not cover experimental or investigational treatments. However, **We** shall cover an experimental or investigational treatment approved by an external appeal agent. If the external appeal agent approves coverage of an experimental or investigational treatment that is part of a clinical trial, **We** will only cover the costs of services required to provide treatment to the **Insured Person** according to the design of the trial. **We** shall not be responsible for the costs of investigational drugs or devices, the costs of non-health care services, the costs of managing research, or costs which would not be covered under this Policy for non-experimental or non-investigational treatments provided in such clinical trial.

Claim and Suit Cooperation

In the event of a claim under this policy, the **Policyholder**, the **Insured Person** or the beneficiary, if applicable, must fully cooperate with **Us** in **Our** handling of the claim, including, but not limited to, the timely submission of all medical and other reports, and full cooperation with all physical examinations and autopsies that **We** may require. If **We** are sued in connection with a claim under this policy, then the **Policyholder**, the **Insured Person** or the beneficiary must fully cooperate with **Us** in the handling of such suit. The **Policyholder**, the **Insured Person** or the beneficiary must not, except at their own expense, voluntarily make any payment or assume any obligation in connection with any suit without **Our** prior written consent.

Entire Contract and Application

This policy, the **Policyholder's** application and the **Primary Insured Person's** application, if any, together with the endorsements attached to this policy, constitute the entire contract of insurance. If an application is completed by the **Policyholder** or **Primary Insured Person** in connection with this policy, then **We** will attach the application to the policy when the policy is issued.

Examination Under Oath

We have a right to examine under oath, as often as **We** may reasonably require, an **Insured Person**, the **Policyholder** or the beneficiary. **We** may also require the **Insured Person**, the **Policyholder** or the beneficiary to provide a signed description of the circumstances surrounding the **Loss** and their interest in the **Loss**. An **Insured Person**, the **Policyholder** and the beneficiary will also produce all records and documents requested by **Us** and will permit **Us** to make copies of such records or documents.

Governing Jurisdiction and Conformance With Statutes

This policy is governed by the laws of the jurisdiction in which it is delivered to the **Policyholder**. Any terms of this policy which are in conflict with the applicable statutes, laws or regulations of the jurisdiction in which this policy is delivered are amended to conform to such statutes, laws or regulations. Any terms of a certificate which are in conflict with the applicable statutes, laws or regulations of the jurisdiction in which the certificate is delivered are amended to conform to the statutes, laws or regulations of the jurisdiction.

Inadvertent Error

The insurance provided under this policy will not be prejudiced by the failure on the part of the **Policyholder** to transmit reports, collect and remit premium or comply with any of the terms and conditions of this policy when such failure is due to an inadvertent error or clerical mistake, provided that such inadvertent error or clerical mistake is corrected promptly upon discovery.

An inadvertent error or clerical mistake by **Us** or by the **Policyholder** may be corrected upon discovery with notice by the **Policyholder** to **Us** or by **Us** to the **Policyholder**.

Informational and Advertising Material

The **Policyholder** and its representatives must gain **Our** prior written approval of all material used for advertising and solicitation relating to this policy, regardless of the medium in which such material appears. **We** will not be responsible for any increase in payment or any changes in insurance resulting from such materials that have not been approved by **Us**.

Legal Action Against Us

No legal action may be brought to recover on this policy until sixty (60) days after **We** have been given complete **Proof of Loss**. No such action may be brought after three (3) years from the time complete **Proof of Loss** is required to be given. No such action may be brought unless there has been full compliance with all of the terms of this policy.

In no case will **We** be liable for benefits that are not payable under the terms of this policy or that exceed the applicable **Benefit Amounts** or limits of insurance of this policy.

Liberalization

If **We** adopt any changes:

- 1) within forty-five (45) days prior to the policy effective date shown in the Insuring Agreement; or
- 2) during the Policy Period,

which broaden this insurance without an additional premium charge, then the **Insured Person** will automatically receive the benefit of the broadened insurance.

Newly Acquired or Newly Formed Organizations

If the **Policyholder** acquires or forms another entity that becomes a **Subsidiary**, then at the **Policyholder's** request, **We** will enroll all eligible employees of such **Subsidiary** as soon as possible subject to the following requirements:

- 1) all eligible employees of such **Subsidiary** fit the **Class** Description shown in Section I of the Schedule of Benefits;
- 2) the **Subsidiary** is acquired or formed during the Policy Period;
- 3) the **Policyholder** reports the name of the **Subsidiary** within ninety (90) day(s) after its acquisition or formation together with such information that **We** at our sole discretion may require to determine the additional premium; and
- 4) the **Policyholder** pays the additional required premium.

Item three (3) above does not apply to a **Subsidiary** with less than 100 eligible employees unless the number of eligible employees for such **Subsidiary** exceeds ten percent (10%) of the insured group.

This insurance does not apply if the **Policyholder** advises **Us** in writing that it does not seek insurance under this policy for such newly acquired or formed **Subsidiary**.

Physical Examination and Autopsy

We have the right to have an **Insured Person** examined by a **Physician** approved by **Us**, as often as reasonably necessary while a claim is open. **We** may also have an autopsy done by a **Physician**, unless prohibited by law. Any examinations or autopsies that **We** require will be done at **Our** expense.

Premium Payment

The **Policyholder** will collect and remit to **Us** all premium due under this policy, subject to the grace period.

Premium is adjustable. The earned premium is calculated for each reporting period based on the applicable rates and exposures. The **Policyholder** must keep records of the information **We** need to calculate the premium and send **Us** copies of these records for each reporting period.

The earned premium will be computed on a pro-rata basis. Any unearned premium will be remitted to the **Policyholder** as soon as practicable.

Premium Provisions

The **Policyholder** will pay all required premium due under this policy, subject to the grace period. Annual Premiums and Deposit Premiums are due at the beginning of the Policy Period and each future Anniversary Date unless otherwise indicated on the Premium Summary.

If premiums are adjustable, then **We** will compute the earned premium for each audit reporting period based on the applicable rates and exposures. The **Policyholder** must keep records of the information **We** need to perform the adjustment and send **Us** copies at **Our** request.

If the policy is written subject to adjustment shown in the Premium Schedule, then the **Policyholder** must report to **Us** the complete information for the reporting period shown in the Premium Summary. The **Policyholder** must submit the reports within the specified number of days after the end of each Reporting Period.

At the earlier of the end of the Policy Period or the policy termination, earned premium will be determined based on the reported values or exposures. If the resulting earned premium is less than the Deposit Premium, if any, then **We** will return the excess to the **Policyholder**. If the resulting earned premium is greater than the Deposit Premium, if any, then **We** will bill the **Policyholder** for the additional premium. The **Policyholder** will pay **Us**, within thirty (30) days, any additional premium generated from the premium adjustment.

Premium Rate Change

We may change the premium rates for this policy on the Anniversary Date. **We** will give the **Policyholder** at least forty-five (45) days prior written notice of such change.

Records and Audit

We may examine the **Policyholder's** books and records relating to this policy at any reasonable time during the policy term and up to three (3) years after expiration of this policy or until final adjustment and settlement of all claims under this policy, whichever is later.

The **Policyholder** must maintain information pertaining to **Insured Persons** including but not limited to each **Insured Person's Benefit Amount, Class, Salary**, enrollment form, if any, and beneficiary designations or assignments.

Statements by Policyholder or Insured Person and Incontestability

We will not use any statements, except fraudulent misstatements, made by the **Policyholder** or the **Insured Person** to void the insurance or reduce benefits payable under this policy, or to otherwise contest the validity of this policy, unless such statements are contained in a written document signed by the **Policyholder** or the **Insured Person**. If **We** rely on such statements for this purpose, then **We** will provide a copy of the written document to the **Policyholder**, the **Insured Person** or the **Insured Person's** designee or beneficiary, as appropriate.

We will consider all statements made by the **Policyholder** and the **Insured Person** to be representations and not warranties.

Except for nonpayment of premium, **We** will not use statements made by the **Policyholder** or the **Insured Person** regarding insurability to contest the validity of this policy when the statements are made more than two (2) years after this policy has been in force during the **Insured Person's** lifetime.

Nothing in this section will preclude **Us** from asserting at any time defenses based upon a claimant's ineligibility for insurance under this policy, or upon any other policy provision or condition.

Titles of Paragraphs

The titles of the various paragraphs of this policy and any endorsements attached to this policy are inserted solely for convenience of reference and do not limit or affect in any way the provisions to which they relate.

Workers' Compensation

The benefits payable under this policy are not in lieu of and do not affect any requirement for workers' compensation insurance.

FACTS	WHAT DOES THE CHUBB GROUP DO WITH YOUR PERSONAL INFORMATION?	
Why?	Insurance companies choose how they share your personal information. Federal and state law gives consumers the right to limit some but not all sharing. Federal and state law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.	
What?	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> • Social Security number and payment history • insurance claim history and medical information • account transactions and credit scores <p>When you are no longer our customer, we continue to share information about you as described in this notice.</p>	
How?	All insurance companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons insurance companies can share their customers' personal information; the reasons the Chubb Group chooses to share; and whether you can limit this sharing.	
Reasons we can share your personal information	Does Chubb share?	Can you limit this sharing?
For our everyday business purposes - such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes - to offer our products and services to you	Yes	No
For joint marketing with other financial companies	Yes	No
For our affiliates' everyday business purposes - information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes - information about your creditworthiness	No	We don't share
For our affiliates to market to you	No	We don't share
For nonaffiliates to market to you	No	We don't share
Questions?	Call 1-800-258-2930 or go to https://www2.Chubb.com/us-en/privacy.aspx	

Who is providing this notice?	The Chubb Group. A list of these companies is located at the end of this document.
What we do	
How does Chubb Group protect my personal information?	<p>To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.</p> <p>We restrict access to personal information to our employees, affiliates' employees, or others who need to know that information to service the account or to conduct our normal business operations.</p>
How does Chubb Group collect my personal information?	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> • apply for insurance or pay insurance premiums • file an insurance claim or provide account information • give us your contact information <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
Why can't I limit all sharing?	<p>Federal law gives you the right to limit only:</p> <ul style="list-style-type: none"> • sharing for affiliates' everyday business purposes - information about your creditworthiness • affiliates from using your information to market to you • sharing for nonaffiliates to market to you <p>State laws and individual companies may give you additional rights to limit sharing. See below for more on your rights under state law.</p>
Definitions	
Affiliates	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> • Our affiliates include those with a Chubb name and other companies, such as Westchester Fire Insurance Company and Great Northern Insurance Company.
Nonaffiliates	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> • Chubb does not share with nonaffiliates so they can market to you.
Joint marketing	<p>A formal agreement between nonaffiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> • Our joint marketing partners include categories of companies such as banks.

Other important information

For Insurance Customers in AZ, CA, CT, GA, IL, MA, ME, MN, MT, NV, NC, NJ, OH, OR, and VA only: Under state law, under certain circumstances, you have the right see the personal information about you that we have on file. To see your information, write Chubb Group Attention: Privacy Inquiries, 202 Hall's Mill Road, P.O. Box 1600, Whitehouse Station, NJ 08889-1600. Chubb may charge a reasonable fee to cover the costs of providing this information. If you think any of the information is not accurate, you may write us. We will let you know what actions we take. If you do not agree with our actions, you may send us a statement. If you want a full description of privacy rights that we will protect in accordance with the law in your home state, please contact us and we will provide it. We may disclose information to certain third parties, such as law enforcement officers, without your permission.

For Nevada residents only: We may contact our existing customers by telephone to offer additional insurance products that we believe may be of interest to you. Under state law, you have the right to opt out of these calls by adding your name to our internal do-not-call list. To opt out of these calls, or for more information about your opt out rights, please contact our customer service department. You can reach us by calling 1-800-258-2930, emailing us at privacyinquiries@Chubb.com, or writing to Chubb Group, Attention: Privacy Inquiries, 202 Hall's Mill Road, P.O. Box 1600, Whitehouse Station, NJ 08889-1600. You are being provided this notice under Nevada state law. In addition to contacting Chubb, Nevada residents can contact the Nevada Attorney General for more information about your opt out rights by calling 775-684-1100, emailing bcpinfo@ag.state.nv.us, or by writing to: Office of the Attorney General, Nevada Department of Justice, Bureau of Consumer Protection: 100 North Carson Street, Carson City, NV 89701.

For Vermont residents only: Under state law, we will not share information about your creditworthiness within our corporate family except with your authorization or consent, but we may share information about our transactions or experiences with you within our corporate family without your consent.

Chubb Group Companies Providing This Notice

This notice is being provided by the following Chubb Group companies to their customers located in the United States: ACE American Insurance Company, ACE Capital Title Reinsurance Company, ACE Fire Underwriters Insurance Company, ACE Insurance Company of the Midwest, ACE Life Insurance Company, ACE Property and Casualty Insurance Company, Agri General Insurance Company, Atlantic Employers Insurance Company, Bankers Standard Fire and Marine Company, Bankers Standard Insurance Company, Century Indemnity Company, Chubb Custom Insurance Company, Chubb Indemnity Insurance Company, Chubb Insurance Company of New Jersey, Chubb Lloyds Insurance Company of Texas, Chubb National Insurance Company, Executive Risk Indemnity Inc., Executive Risk Specialty Insurance Company, Federal Insurance Company, Great Northern Insurance Company, Illinois Union Insurance Company, Indemnity Insurance Company of North America, Insurance Company of North America, Pacific Employers Insurance Company, Pacific Indemnity Company, Penn Millers Insurance Company, Texas Pacific Indemnity Company, Vigilant Insurance Company, Westchester Fire Insurance Company and Westchester Surplus Lines Insurance Company.

Chubb Group

Notice of HIPAA Privacy Practices for Protected Health Information

THIS NOTICE DESCRIBES HOW MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY.

This notice is effective as of June 15, 2018.

The Chubb Group of Companies, as affiliated covered and hybrid entities, (the "Company") is required by law to take reasonable steps to ensure the privacy of your personally identifiable health information, and to inform you about:

- The Company's uses and disclosures of Protected Health Information ("PHI")
- Your privacy rights with respect to your PHI;
- The Company's duties with respect to your PHI;
- Your right to file a complaint with the Company and to the Secretary of the U.S. Department of Health and Human Services ("HHS"); and
- The person or office to contact for further information regarding the Company's privacy practices.

PHI includes all individually identifiable health information transmitted or maintained by the Company, regardless of form (e.g. oral, written, electronic).

A federal law, the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), regulates PHI use and disclosure by the Company. You may find these rules at 45 Code of Federal Regulations Parts 160 and 164. This notice attempts to summarize the regulations. The regulations will supersede any discrepancy between the information in this notice and the regulations.

I. Notice of PHI Uses and Disclosures

A. Required Uses and Disclosures

Upon your request, the Company is required to give you access to certain PHI in order to inspect and copy it.

Use and disclosure of your PHI may be required by the Secretary of Health and Human Services to investigate or determine the Company's compliance with the privacy regulations.

B. Uses and Disclosures to Carry Out Treatment, Payment, and Health Care Operations

The Company and its business associates will use PHI without your consent, authorization or opportunity to agree or object to carry out treatment, payment and health care operations. The Company also may also disclose PHI to a plan sponsor for purposes related to treatment, payment and health care operations and as otherwise permitted under HIPAA to the extent the plan documents restrict the use and disclosure of PHI as required by HIPAA.

Treatment is the provision, coordination or management of health care and related services. It also includes but is not limited to consultations and referrals between one or more of your providers. For example, the Company may disclose to a treating orthodontist the name of your treating dentist so that the orthodontist may ask for your dental X-rays from the treating dentist.

Payment includes, but is not limited to, actions to make coverage determinations and payment (including establishing employee contributions, claims management, obtaining payment under a contract of reinsurance, utilization review and pre-authorizations). For example, the Company may tell a doctor whether you are eligible for coverage or what percentage of the bill will be paid by the Company.

Health care operations include, but are not limited to, underwriting, premium rating and other insurance activities relating to creating or reviewing insurance contracts. It also includes disease management, case management, conducting or arranging for medical review, legal services and auditing functions including fraud and abuse compliance programs, business planning and development, business management and general administrative activities. For example, the Company may use information about your claims to refer you to a disease management program, project future benefit costs or audit the accuracy of its claims processing functions. The Company will not use or disclose PHI that is genetic information for underwriting purposes.

The Company also may contact you to provide appointment reminders or information about treatment alternatives or health-related benefits and services that may be of interest to you.

C. Uses and Disclosures that Require Your Written Authorization

The Company will not use or disclose your PHI for the following purposes without your specific, written authorization:

- Use and disclosure of psychotherapy notes, except for your treatment, Company training programs, or to defend Company against litigation filed by you.
- Use and disclosure for marketing purposes, except for face to face communications with you.
- Use and disclosure that constitute the sale of your PHI. The Company does not sell the PHI of its customers.

Except as otherwise indicated in this notice, uses and disclosures of PHI will be made only with your written authorization subject to your right to revoke such authorization. You may revoke an authorization by submitting a written revocation to the Company at any time. If you revoke your authorization, the Company will no longer use or disclose your PHI under the authorization. However, any use or disclosure made in reliance of your authorization before its revocation will not be affected.

D. Uses and Disclosures Requiring Authorizations or Opportunity to Agree or Disagree Prior to the Use or Release

If you authorize in writing the Company to use or disclose your own PHI, the Company may proceed with such use or disclosure without meeting any other requirements and the use or disclosure shall be consistent with the authorization.

Disclosure of your PHI to family members, other relatives or your close personal friends is allowed if:

- The information is directly relevant to the family or friend's involvement with your care or payment for that care; and
- You have either agreed to the disclosure or have been given an opportunity to object and have not objected.

E. Uses and Disclosures for which Consent, Authorization or Opportunity to Object is Not Required

Use and disclosure of your PHI is allowed without your authorization or request under the following circumstances:

(1) When required by law.

(2) When permitted for purposes of public health activities, including when necessary to report product defects and to permit product recalls and to conduct post-market surveillance. PHI may also be used or disclosed if you have been exposed to a communicable disease or are at risk of spreading a disease or condition, if authorized by law.

(3) When authorized by law to report information about abuse, neglect or domestic violence. In such case, the Company will promptly inform you that such a disclosure has been or will be made unless that notice would cause a risk of serious harm. For the purpose of reporting child abuse or neglect, it is not necessary to inform the minor that such a disclosure has been or will be made. Disclosure may generally be made to the minor's parents or other representatives although there may be circumstances under federal or state law where the parents or other representatives may not be given access to the minor's PHI.

(4) The Company may disclose your PHI to a public health oversight agency for oversight activities authorized by law. This includes uses or disclosures in civil, administrative or criminal investigations; inspections; licensure or disciplinary actions (for example, to investigate complaints against providers); and other activities necessary for appropriate oversight of government benefit programs (for example, to investigate Medicare or Medicaid fraud).

(5) The Company may disclose your PHI when required for judicial or administrative proceedings. For example, your PHI may be disclosed in response to a subpoena or discovery request provided certain conditions are met. One of those conditions is that satisfactory assurances must be given to the Company that the requesting party has made a good faith attempt to provide written notice to you, and the notice provided sufficient information about the proceeding to permit you to raise an objection and no objections were raised or were resolved in favor of disclosure by the court or tribunal.

(6) When required for law enforcement purposes (for example, to report certain types of wounds).

(7) For law enforcement purposes, including for the purpose of identifying or locating a suspect, fugitive, material witness or missing person. Also, when disclosing information about an individual who is or is suspected to a victim of a crime but only if the individual agrees to the disclosure or the covered entity is unable to obtain the individual's agreement because of emergency circumstances. Furthermore, the law enforcement official must represent that the information is not intended to be used against the individual, the immediate law enforcement activity would be materially and adversely affected by waiting to obtain the individual's agreement and disclosure is in the best interest of the individual as determined by the exercise of the Company's best judgment.

(8) When required to be given to a coroner or medical examiner for the purpose of identifying a deceased person, determining a cause of death or other duties as authorized by law. Disclosure is permitted to funeral directors, consistent with applicable law, as necessary to carry out their duties with respect to the decedent. The Company may also disclose your PHI to organ procurement organizations.

(9) The Company may use or disclose PHI for government-approved research, subject to conditions.

(10) When consistent with applicable law and standards of ethical conduct if the Company, in good faith, believes the use of disclosure is necessary to prevent or lessen a serious and imminent threat to the health or safety of a person or the public and the disclosure is to a person reasonably able to prevent or lessen the threat, including the target of the threat.

(11) For certain government functions such as related to military service or national security.

(12) When authorized by and to the extent necessary to comply with workers' compensation or other similar programs established by law.

(13) That is "incident to" an otherwise permitted use or disclosure of PHI by the Company.

II. Rights of Individuals

A. Right to Request Restrictions on Use and Disclosure of PHI

You may request the Company to restrict its use and disclosure of your PHI to carry out treatment, payment or health care operations, or to restrict its use and disclosure to family members, relatives, friends or other persons identified by you who are involved in your care or payment for your care. However, the Company may not be required to agree to your request, unless you have paid out of pocket in full for services, depending on the specific facts.

The Company will accommodate reasonable requests to receive communications of PHI by alternative means or alternative locations, such as a location other than your home. The Company will accommodate this request if you state in writing that you would be in danger from receiving communications through the normal means.

You or your personal representative will be required to complete a form to request restrictions on uses and disclosures of your PHI.

Such requests should be made to: Leslie Kaltenbach, Senior Privacy Officer & Compliance Manager, Chubb Group, 202 Hall's Mill Road, Whitehouse Station, NJ 08889, phone: 1-833-802-4822.

B. Right to Inspect and Copy PHI

You have a right to inspect and obtain a copy of your PHI contained in a "designated record set," for as long as the Company maintains the PHI.

"Protected Health Information" (PHI) includes all individually identifiable health information transmitted or maintained by the Company, regardless of form.

"Designated Record Set" includes the medical records and billing records about individuals maintained by or for a covered health care provider; enrollment, payment, billing, claims adjudication and case or medical management record systems maintained by or for a health plan; or other information used in whole or in part by or for the covered entity to make decisions about individuals. Information used for quality control or peer review analyses and not used to make decisions about individuals is not in the designated record set.

The requested information will be provided within 30 days if the information is maintained on site or within 60 days if the information is maintained offsite. A single 30-day extension is allowed if the Company is unable to comply with the deadline.

You or your personal representative will be required to complete a form to request access to the PHI in your designated record set. Requests for access to PHI should be made to: Leslie Kaltenbach, Senior Privacy Officer & Compliance Manager, Chubb Group, 202 Hall's Mill Road, Whitehouse Station, NJ 08889, phone: 1-833-802-4822.

If access is denied, you or your personal representative will be provided with a written denial setting forth the basis for the denial, a description of how you may exercise those review rights and a description of how you may complain to the Secretary of Health and Human Services.

C. Right to Amend PHI

You have the right to request the Company to amend your PHI or a record about you in a designated record set for as long as the PHI is maintained in the designated record set.

The Company has 60 days after the request to act on the request. A single 30-day extension is allowed if the Company is unable to comply with the deadline. If the request is denied in whole or part, the Company must provide you with a written denial that explains the basis for the denial. You or your personal representative may then submit a written statement disagreeing with the denial and have that statement included with any future disclosures of your PHI.

Requests for amendment of PHI in a designated record set should be made to: Leslie Kaltenbach, Senior Privacy Officer & Compliance Manager, Chubb Group, 202 Hall's Mill Road, Whitehouse Station, NJ 08889, phone: 1-833-802-4822.

You or your personal representative(s) will be required to complete a form to request amendment of the PHI in your designated record set.

D. Right to Receive an Accounting of PHI Uses and Disclosures

Upon your request, the Company will provide you with an accounting of disclosures by the Company of your PHI during the six (6) years prior to the date of your request. However, such accounting need not include PHI disclosures made: (1) to carry out treatment, payment or health care operations; (2) to individuals about their own PHI; (3) prior to the compliance date; or (4) based upon your own written authorization.

If the accounting cannot be provided within 60 days, an additional 30 days is allowed if the individual is given a written statement of the reasons for the delay and the date by which the accounting will be provided.

If you request more than one accounting within a 12-month period, the Company will charge a reasonable, cost-based fee for each subsequent accounting.

E. Right to Obtain a Paper Copy of This Notice Upon Request (Even if you have consented to receive this notice electronically)

To obtain a paper copy of this notice contact: Leslie Kaltenbach, Senior Privacy Officer & Compliance Manager, Chubb Group, 202 Hall's Mill Road, Whitehouse Station, NJ 08889, phone: 1-833-802-4822.

F. Note About Personal Representatives

You may exercise your rights through a personal representative. Your personal representative will be required to produce evidence of his/her authority to act on your behalf before that person will be given access to your PHI or allowed to take any action for you. Proof of such authority may take one of the following forms:

- A power of attorney for health care purposes, notarized by a notary public;
- A court order of appointment of the person as the conservator or guardian of the individual; or
- An individual who is the parent of a minor child.

The Company retains discretion to deny access to your PHI to a personal representative to provide protection to those vulnerable people who depend on others to exercise their rights under these rules and who may be subject to abuse or neglect. This also applies to personal representatives of minors.

III. The Company's Duties

The Company is required by law to maintain the privacy of PHI and to provide individuals (participants and beneficiaries) with notice of its legal duties and privacy practices and to notify affected individuals of a breach of unsecured PHI. The Company is required to abide by the terms of this notice.

The Company reserves the right to change its privacy practices and to apply the changes to any PHI received or maintained by the Company prior to that date. If a privacy practice is changed, a revised version of this notice will be provided to all past and present participants and beneficiaries for whom the Company still maintains PHI. This notice and any revised version of this notice will be posted on the Company's internal website or mailed.

Any revised version of this notice will be distributed within 60 days of the effective date of any material change to the uses or disclosures, the individual's rights, the duties of the Company or other privacy practices stated in this notice.

A. "Minimum Necessary" Standard

When using or disclosing PHI, or when requesting PHI from another covered entity, the Company will make reasonable efforts not to use, disclose or request more than the minimum amount of PHI necessary to accomplish the intended purpose of the use, disclosure or request, taking into consideration practical and technological limitations.

However, the minimum necessary standard will not apply in the following situations:

- Disclosures to or requests by a health care provider for treatment;
- Uses or disclosures made to the individual;
- Disclosures made to the Secretary of HHS;
- Uses or disclosures that are required by law; and
- Uses or disclosures that are required for the Company's compliance with legal regulations.

This notice does not apply to information that has been "de-identified." De-identified information is information that does not identify an individual and with respect to which there is no reasonable basis to believe that the information can be used to identify an individual is not individually identifiable health information.

In addition, the Company may use or disclose "summary health information" to a plan sponsor for obtaining premium bids or modifying, amending or terminating the Company, which summarizes the claims history, claims expenses or type of claims experienced by individuals for whom the Company Sponsor has provided health benefits under the Company; and from which identifying information has been deleted in accordance with HIPAA.

IV. Your Right to File a Complaint with the Company or the HHS Secretary

If you believe that your privacy rights have been violated, you may complain to the Company in care of: Leslie Kaltenbach, Senior Privacy Officer & Compliance Manager, Chubb Group, 202 Hall's Mill Road, Whitehouse Station, NJ 08889, phone: 1-833-802-4822.

You may file a complaint with the Secretary of the U.S. Department of Health and Human Services, Hubert H. Humphrey Building, 200 Independence Avenue S.W., Washington, D.C. 20201, calling 1-877-696-6775, or visiting www.hhs.gov/ocr/privacy/hipaa/complaints/.

Your complaint must be submitted within 180 days of when you believe the violation occurred. The Company will not retaliate against you for filing a complaint.

V. Contact Information

If you have any questions regarding this notice or the subjects addressed in it, you may contact: Leslie Kaltenbach, Senior Privacy Officer & Compliance Manager, Chubb Group, 202 Hall's Mill Road, Whitehouse Station, NJ 08889, phone: 1-833-802-4822.

VI. Chubb Group Legal Entities

The following is a list of the Chubb Group companies located in the United States: ACE American Insurance Company, ACE Fire Underwriters Insurance Company, ACE Insurance Company of the Midwest, ACE Life Insurance Company, ACE Property and Casualty Insurance Company, Agri General Insurance Company, Atlantic Employers Insurance Company, Bankers Standard Insurance Company, Century Indemnity Company, Chubb Custom Insurance Company, Chubb Indemnity Insurance Company, Chubb Insurance Company of New Jersey, Chubb Lloyds Insurance Company of Texas, Chubb National Insurance Company, Executive Risk Indemnity Inc. Executive Risk Specialty Insurance Company, Federal Insurance Company, Great Northern Insurance Company, Illinois Union Insurance Company, Indemnity Insurance Company of North America, Insurance Company of North America, Pacific Employers Insurance Company, Pacific Indemnity Company, Penn Millers Insurance Company, Vigilant Insurance Company, Westchester Fire Insurance Company, Westchester Surplus Lines Insurance Company, Combined Insurance Company of America, and Combined Life Insurance Company of New York. These companies have designated themselves as hybrid entities and only those designated health care components identified by such companies are subject to HIPAA. In addition, these companies are legally separate affiliated companies under common ownership and have designated themselves as a single covered entity for purposes of HIPAA compliance.

Section I Policyholder Information

Name of Policyholder: DAEMEN COLLEGE

Address 4380 MAIN STREET

City AMHERST **State** NY **Zip Code** 14226

Phone Number:

Contact Name:

Effective Date: 06/01/2019

Policy Number: 9908-56-44

INSURANCE REQUESTED

A) CLASS OF INSURED PERSONS

- 1 All Active Officers, Faculty, Full-Time and Part-Time Employees residing in the U.S. or Canada working a minimum of 20 hours per week
- 2 All Trustees residing in the U.S. or Canada
- 3 Spouse or Domestic Partner of the Primary Insured Person
- 4 Dependent Children of the Primary Insured Person

B) PRINCIPAL SUM

- 1 \$100,000
- 2 \$100,000
- 3 \$50,000
- 4 \$25,000

C) HAZARD

- 1 24 Hour Business Travel
- 1 Felonious Assault
- 1 Bomb
- 2 Trustees Business Travel
- 2 Felonious Assault
- 2 Bomb
- 3 Business Travel Family
- 4 Business Travel Family

D) ACCIDENTAL DEATH AND DISMEMBERMENT

Class

All

Accidental:

	Benefit Amounts (Percentage of Principal Sum)
Loss of Life	100%
Loss of Speech and Loss of Hearing	100%
Loss of Speech and one of Loss of Hand, Loss of Foot or Loss of Sight of One Eye	100%
Loss of Hearing and one of Loss of Hand, Loss of Foot or Loss of Sight of One Eye	100%
Loss of Hands(Both), Loss of Feet(Both), Loss of Sight or a combination of any two of Loss of Hand, Loss of Foot or Loss of Sight of One Eye	100%
Quadriplegia	100%
Paraplegia	75%
Hemiplegia	50%
Loss of Hand, Loss of Foot or Loss of Sight of one Eye (Any one of each)	50%

Loss of Speech or Loss of Hearing	50%
Uniplegia	25%
Loss of Thumb and Index Finger of the same Hand	25%

E) ADDITIONAL BENEFITS

CLASS	BENEFIT	BENEFIT AMOUNT
1	Child Care Expense	5% of the Principal Sum up to a maximum of \$5,000 for each Dependent Child Alternate Benefit Amount \$2,000 Maximum Benefit Amount \$25,000
1	Education Expense	5% of the Principal Sum up to a maximum of \$5,000 for each eligible Dependent Child Alternate Benefit Amount \$2,000 Maximum Benefit Amount \$25,000
1	Home Alteration or Vehicle Modification	Benefit Amount for Home Alteration 10% of Principal Sum Benefit Amount for Vehicle Modification 10% of Principal Sum Maximum Benefit Amount 20% of the Principal Sum to a maximum of \$50,000
1	Medical Evacuation And Repatriation	Maximum Benefit Amount Unlimited Benefit Amount for Hospital Admission Guaranty \$5,000 Family Travel Expense Maximum per Day \$100 Maximum Number of Days 5
1	Psychological Therapy	5% of Principal Sum Maximum Benefit Amount \$25,000
1	Rehabilitation Expense	5% of Principal Sum Maximum Benefit Amount \$25,000
1	Seatbelt Occupant Protection Device	10% of Principal Sum Alternate Benefit Amount \$1,000 Occupant Protection Device Benefit Amount 10% of Principal Sum Maximum Benefit Amount 20% of Principal Sum up to \$50,000
2	Child Care Expense	5% of the Principal Sum up to a maximum of \$5,000 for each Dependent Child Alternate Benefit Amount \$2,000 Maximum Benefit Amount \$25,000
2	Education Expense	5% of the Principal Sum up to a maximum of \$5,000 for each eligible Dependent Child Alternate Benefit Amount \$2,000 Maximum Benefit Amount \$25,000
2	Home Alteration or Vehicle Modification	Benefit Amount for Home Alteration 10% of Principal Sum Benefit Amount for Vehicle Modification 10% of Principal Sum Maximum Benefit Amount 20% of the Principal Sum to a maximum of \$50,000

2	Medical Evacuation And Repatriation	Maximum Benefit Amount Unlimited Benefit Amount for Hospital Admission Guaranty \$5,000 Family Travel Expense Maximum per Day \$100 Maximum Number of Days 5
2	Psychological Therapy	5% of Principal Sum Maximum Benefit Amount \$25,000
2	Rehabilitation Expense	5% of Principal Sum Maximum Benefit Amount \$25,000
2	Seatbelt Occupant Protection Device	10% of Principal Sum Alternate Benefit Amount \$1,000 Occupant Protection Device Benefit Amount 10% of Principal Sum Maximum Benefit Amount 20% of Principal Sum up to \$50,000
3	Child Care Expense	5% of the Principal Sum up to a maximum of \$5,000 for each Dependent Child Alternate Benefit Amount \$2,000 Maximum Benefit Amount \$25,000
3	Education Expense	5% of the Principal Sum up to a maximum of \$5,000 for each eligible Dependent Child Alternate Benefit Amount \$2,000 Maximum Benefit Amount \$25,000
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4	Home Alteration or Vehicle Modification	Benefit Amount for Home Alteration 10% of Principal Sum Benefit Amount for Vehicle Modification 10% of Principal Sum Maximum Benefit Amount 20% of the Principal Sum to a maximum of \$50,000

4	Medical Evacuation And Repatriation	Maximum Benefit Amount Unlimited Benefit Amount for Hospital Admission Guaranty \$5,000 Family Travel Expense Maximum per Day \$100 Maximum Number of Days 5
4	Psychological Therapy	5% of Principal Sum Maximum Benefit Amount \$25,000
4	Rehabilitation Expense	5% of Principal Sum Maximum Benefit Amount \$25,000
4	Seatbelt Occupant Protection Device	10% of Principal Sum Alternate Benefit Amount \$1,000 Occupant Protection Device Benefit Amount 10% of Principal Sum Maximum Benefit Amount 20% of Principal Sum up to \$50,000

Aggregate Limit of Insurance

The Aggregate Limit of Insurance applies:
\$1,000,000 per **Accident**

Premium

Amount Due \$3,849, payable in three annual installments of \$1,283

Due Date 06/01/2019

Employee Retirement Income Security Act

Is this plan subject to Employee Retirement Income Security Act (ERISA) regulations? (Y/N) _____

Policy Acceptance

The undersigned declares that all information provided in this application and any attachments hereto is true and correct. The undersigned understands that all information provided in this application and any attachments hereto is material to the insurer's decision to provide this insurance, and that insurance will be provided, at the insurer's sole discretion, in reliance upon the truth of such information. It is hereby agreed and understood this insurance is provided by the **Company** in consideration of payment of the required premium. The insurance under the policy begins on the Effective Date shown in the Insuring Agreement of the policy. The acceptance of the policy terminates any prior policy of the same policy number, effective with the inception of the policy.

Fraud Warning

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.

Name of Policyholder: _____

Date

Signature

Title

Company Authorized Representative