

BUSINESS TRAVEL ACCIDENT INSURANCE PLAN

and

SUMMARY PLAN DESCRIPTION

**Designed specifically
for all active full-time employees of**



This booklet describes the Business Travel Accident Insurance Plan provided to employees who are traveling on business for Daemen College. The Plan is underwritten by Gerber Life Insurance Company and is provided to you at no cost.

Accidents are the 5th leading cause of death among people of all ages. In the United States alone, each day, over 310 people will die in an accident and over 66,000 people will suffer disabling injuries.

Among working people, accidents are the 1st leading cause of death for ages 25 to 45 and the 3rd leading cause of death for ages 45 to 55.

Over 40% of these accidental deaths result from motor vehicle accidents.

Accidents result in 24,100,000 disabling injuries annually. 3,700,000 of these injuries are work related with 2,400,000 caused by motor vehicles. The cost of these disabling injuries is \$625.5 billion with 40% attributable to motor vehicle accidents.

In most situations, death due to sickness or disease is not unexpected and people may have time to plan and make the necessary preparations.

Accidental death is unexpected and unfortunately many families may be financially unprepared for this unexpected loss. A serious accidental injury or accidental death of a wage earner can be devastating, even in two-income families. Mortgage payments, rents, child care expenses and day-to-day living costs may all be jeopardized if the money is not there to help provide the financial security employees need.

Daemen College's Business Travel Accident Plan helps to provide the needed financial security for you in the event of your accidental death or accidental injury.

When you are traveling on business for Daemen College, you are covered 24-hours a day from the time you leave your place of employment or residence, whichever is later, until you return to your place of employment or residence, which ever is earlier.

The Business Travel Accident Plan provides an accidental death benefit of \$100,000.

The Plan also provides benefits up to \$100,000 for accidental loss of use (loss of limbs, hands, feet, speech, sight and hearing).

Additional Benefits provided by the Business Travel Accident Plan include:

- ◆ Rehabilitation Expenses of \$250 per month for 6 months due to accidental injury.
- ◆ Survivor Benefit that pays your surviving spouse a benefit of \$500 per month for 6 months due to your accidental death.
- ◆ Therapeutic Counseling Benefit of \$250 per month for 6 months due to accidental injury.
- ◆ Seat Belt Benefit that provides an additional benefit of 10% of your Principal Sum, up to \$10,000, for accidental injury resulting from a motor vehicle

accident provided you were using a properly fastened seat belt at the time of the accident.

- ◆ Air Bag Benefit that provides an additional benefit of 5% of your Principal Sum, up to \$5,000, for accidental injury resulting from a motor vehicle accident provided you were using a properly fastened seat belt at the time of the accident and seating in a seat protected by a Supplemental Restrain System (air bag).
- ◆ College Education Benefit provides a benefit of \$1,000 per year for 4 years for each of your children due to your accidental death to help with the costs of higher education.
- ◆ Spouse Training Benefit provides a benefit of \$2,500 for vocational training or college education due to your accidental death.
- ◆ Child Care Center Benefit provides a benefit of \$1,000 per year for 4 years due to your accidental death to offset set costs of day care.
- ◆ Criminal Assault Benefit provides an additional of 10% of your Principal Sum to a maximum of \$10,000 accidental injury resulting from a violent criminal act sustained by you while performing your occupational duties.
- ◆ Adaptive Home and Vehicle Benefit provides an additional benefit of 5% of your Principal Sum to a maximum of \$5,000 due to accidental injury.
- ◆ Surgical Reattachment Benefit provides a benefit up to 25% of your Principal Sum to help off set the costs associated with the reattach a severed leg, arm, hand or foot due to a covered accidental injury.

These Benefits are more fully described in the pages which follow.

When you travel over 100 miles from your home or to a foreign country on business for Daemen College, you have the additional benefit of Assist America Global Emergency Services.

Assist America provides:

- Medical Consultation
- Evaluation and Referral
- Hospital Admission Guarantee
- Emergency Medical Evacuation
- Critical Care Monitoring
- Medically Supervised Repatriation
- Prescription Assistance
- Emergency Message Transmission
- Transportation to Join Patient
- Care for Minor Children
- Return of Mortal Remains
- Emergency Trauma Counseling
- Lost Luggage or Document Assistance
- Interpreter and Legal Referrals
- Pre-trip Information

There is no dollar limit on any part of Assist America services.

Assist America guarantees hospital admission worldwide, and does not require a credit card to financially guarantee admission.

Assist America is more fully described in the Assist America brochure.

While this booklet describes the Business Travel Accident Plan arranged for your benefit, ***it is not considered as the contract of insurance.*** For simplicity, this Plan has been described in a general and brief manner in this booklet. The complete terms of the Business Travel Accident Plan are set forth in the original Policy issued to Daemen College.

TERMS USED IN THE PLAN

In order to fully understand the extent of your coverage under this Business Travel Accident Plan, you should be familiar with the following terms.

When On Business For The Policyholder

Furthering the business of Daemen College. This does not include an Injury sustained during travel to and from work, leave of absence, vacation or personal deviation.

Personal Deviation

An activity that is not reasonably related to the business of Daemen College and not incidental to a bonafide trip.

Bonafide Trip

A trip made in good faith and authorized by Daemen College for the purpose of furthering the business of Daemen College.

On the Premises of the Policyholder

The location where Daemen College conducts its business, including the location where you perform your occupational duties.

Airworthiness Certificate

The "Standard" Airworthiness Certificate issued by the Federal Aviation Agency of the United States or its foreign equivalent.

Injury

Accidental bodily injury which: (i) is direct and independent of any other cause; and (ii) requires treatment by a licensed physician or surgeon, acting within the scope of his or her license.

Exposure

Being exposed to the elements following the disappearance, forced landing, stranding, sinking or wrecking of a vehicle. Exposure will be deemed an accidental bodily injury.

Disappearance

Failure to find the body within one year after the disappearance, forced landing, stranding, sinking or wrecking of a vehicle. Disappearance will be deemed accidental loss of life, provided there has been a judicial determination of death.

Loss of Use

The complete, total and irrecoverable loss of the use of an arm, leg, hearing, speech or sight.

Limb

An arm or leg.

Seat Belt

A properly installed seat belt, lap and shoulder restraint, child restraint or other restraint approved by the National Highway Traffic Safety Administration.

Supplemental Restraint System

An original factory installed air bag designed to inflate on impact for added protection to the head and chest areas.

Criminal Assault

A physical attack by another person resulting in bodily Injury. A physical attack is any willful or unlawful use of force or violence with the intent to cause bodily Injury. The physical attack must be considered a felony or a misdemeanor in the jurisdiction where it occurred.

Licensed Child Care Center

Any state licensed facility, other than a family day care home, which provides non-medical care and supervision for children in a group setting less than 24 hours a day.

Dependent

Your Spouse or Domestic Partner and dependent unmarried children within the specified age limits

Dependent will not include any person who is eligible for coverage as an Insured Person.

Unmarried

Never having been married.

Spouse

The person to whom you are legally married or your Domestic Partner.

Children

Your unmarried (1) natural children; (2) adopted children; (3) step children; (4) foster children; and (5) any children related to you by blood or marriage, provided the child or children are living in a regular parent-child relationship with you and are dependent upon you for support and maintenance. Regular parent-child relationship means that the child or children reside with you in the same household. In the case of (5) above, a regular parent-child relationship does not exist if either of the child's natural parents or legal guardians also reside with you.

To be eligible, children must be under 19 years of age. Unmarried children under age 25 who attend a licensed accredited school (beyond the 12th grade level) on a full-time basis are also eligible. For coverage to continue during vacation periods, the child must be scheduled to enter school on the next enrollment date.

Domestic Partner

A person who:

- (1) shares your regular and permanent residence; and
- (2) has a close personal relationship with you in lieu of a lawful marriage; and
- (3) has agreed to be jointly responsible with you for basic living expenses incurred during the domestic partnership; and
- (4) is not married to anyone; and
- (5) is at least 18 years of age; and
- (6) is not related to you by blood closer than would bar marriage; and
- (7) was mentally competent to consent to a contract when the Domestic Partnership began; and
- (8) is your sole Domestic Partner and is responsible for your common welfare.

The term basic living expenses mean the cost of basic food, shelter and any other expenses of the common household. The Domestic Partners need not contribute equally or jointly to the payment of these expenses as long as they agree that both are responsible for them.

WHAT THE PLAN COVERS

The Business Travel Accident Insurance Plan provides all-risk accident protection against most types of accidents while you are traveling on business, including when you are flying as a passenger (but not as a pilot or crew member) in any civilian aircraft having a current and valid Airworthiness Certificate, except aircraft owned or leased by Daemen College.

Coverage begins when you leave your residence or place of regular employment, whichever is last, for the purpose of a business trip and continues until you return to your residence or place of regular employment, whichever is first, following a business trip or you undertake a personal deviation.

If you travel to a location away from your place of regular employment and are expected to remain at that location for more than 90 days, such location shall be deemed a change in your place of regular employment.

ELIGIBILITY

If you are an active full-time employee, domiciled in the United States, you are eligible for coverage under the Business Travel Accident Plan when you are traveling for Daemen College, on Daemen College business.

BENEFIT AMOUNT

The Principal Sum \$100,000.

Upon attainment of the ages shown below, your Principal Sum will be reduced as follows:

Age at Date of Loss	Principal Sum reduced to
70 – 74	65% of the Principal Sum prior to age 70
75 – 79	45% of the Principal Sum prior to age 70
80 – 84	30% of the Principal Sum prior to age 70
85 and over	15% of the Principal Sum prior to age 70

All Plan benefits that are based on your Principal Sum will be computed according to the above schedule.

BENEFITS

Accidental Death and Loss of Use Benefit

Gerber Life Insurance Company will pay a benefit for loss due to Injury caused by an accident to you when on Business for Daemen College during any Bonafide Trip as shown in the table below. The loss must occur within 365 days after the date of the accident. You must be covered under the Policy on the date of the accident.

Table of Losses:

For Loss of:

Life	The Principal Sum
Sight of Both Eyes	100% of The Principal Sum
Speech and Hearing of Both Ears	100% of The Principal Sum
Both Hands or Both Feet	100% of The Principal Sum
One Hand and One Foot	100% of The Principal Sum
Loss of Use of Four Limbs	100% of The Principal Sum
Loss of Use of Three Limbs	85% of The Principal Sum
Loss of Use of Two Limbs	75% of The Principal Sum
Either Hand or Foot	50% of The Principal Sum
Sight of One Eye	50% of The Principal Sum
Speech or Hearing of Both Ears	50% of The Principal Sum
Loss of Use of One Limb	25% of The Principal Sum
Hearing of One Ear	25% of The Principal Sum
Thumb and Index Finger of Same Hand	25% of The Principal Sum

Maximum - All Losses - Any One Accident100% of The Principal Sum

Loss means the:

- (i) complete, total and irrecoverable loss of use of a hand at or above the wrist;
- (ii) complete, total and irrecoverable loss of use of a foot at or above the ankle joint;
- (iii) complete, total and irrecoverable loss of use of a limb at or above the elbow or

- knee;
- (iv) complete, total and irrecoverable loss of the sight of an eye;
- (v) complete, total and irrecoverable loss of speech;
- (vi) complete, total and irrecoverable loss of hearing; or
- (vii) complete, total and irrecoverable loss of thumb and index finger at or above the knuckles.

Rehabilitation Benefit

Gerber Life Insurance Company will pay a Rehabilitation Benefit for loss due to Injury caused by an accident to you when on Business for Daemen College during any Bonafide Trip. The loss must occur within 30 days after the date of the accident. You must be covered under the Policy on the date of the accident.

The Rehabilitation Benefit is \$250 per month and will be paid for up to paid for 6 months.

In order for benefits to be paid, you must be receiving rehabilitation therapy from an accredited therapist as the result of the accident. You must continue to undergo rehabilitation therapy for benefits to be paid.

Survivor's Benefit

If, due to Injury caused by an accident to you when on Business for Daemen College during any Bonafide Trip, you lose your life as a result of the accident, Gerber Life Insurance Company will pay a survivor's benefit to your surviving spouse or to each of your surviving dependent children, if there is no surviving spouse. You must be covered under the Policy on the date of the accident.

The loss of life must occur within 365 days after the date of the accident.

The survivor's benefit is \$500 per month and will be paid for 6 months.

The first benefit will be paid on the date the benefit for accidental loss of life is paid.

College Education Benefit

If, due to Injury caused by an accident to you when on Business for Daemen College during any Bonafide Trip, you lose your life as a result of such accident, Gerber Life Insurance Company will pay a benefit to each of your Dependent Children. You must be covered under the Policy on the date of the accident. The loss of life must occur within 365 days after the date of the accident.

The benefit \$1,000 per year and paid for up to 4 consecutive years.

The first benefit will be paid on the later of:

- (i) the date the benefit for accidental loss of life is paid; or
- (ii) the date Gerber Life Insurance Company receives proof that your Dependent Child is attending a licensed or accredited school (beyond the 12th grade level) on a full-time basis.

Additional annual payments will be paid on the date that Gerber Life Insurance Company receives proof that your Dependent Child is attending a licensed or accredited school (beyond the 12th grade level) on a full-time basis.

The benefit shall be paid for each of your Dependent Children who, on the date of the accident, were:

- (i) attending a licensed or accredited school (beyond the 12th grade level) on a full-time basis; or
- (ii) at the 12th grade level and enrolls, within 365 days after the date of such accident, in a licensed or accredited school (beyond the 12th grade level) on a full-time basis.

Your Dependent Child must continue to enroll and attend a licensed or accredited school (beyond the 12th grade level) for the benefit to be paid.

Spouse Training Benefit

If, due to Injury caused by an accident to you when on Business for Daemen College during any Bonafide Trip you lose your life as a result of the accident, Gerber Life Insurance Company will pay a benefit to your spouse. You must be covered under the Policy on the date of the accident. The loss of life must occur within 365 days after the date of the accident.

The benefit is \$2,500.

In order for benefits to be paid your spouse must:

- (i) not be employed in an income producing occupation on the date of the accident;
- (ii) and as a result of the accident, seek full-time employment within 365 days after the date of the accident; and
- (iii) enroll as a full-time student in a school of higher education or vocational training for the purpose of preparing for full-time employment.

The benefit will be paid on the date Gerber Life Insurance Company receives proof that your spouse is attending a school of higher education or vocational training on a full-time basis.

Child Care Center Benefit

If, due to Injury caused by an accident, when on Business for Daemen College during any Bonafide Trip lose your life as a result of such accident, Gerber Life Insurance Company will pay a benefit to each of your Dependent Children. You must be covered under the Policy on the date of the accident. The loss of life must occur within 365 days after the date of such accident.

The benefit is \$1,000 per year and paid for up to 4 consecutive years.

The first benefit will be paid on the later of:

- (i) the date the benefit for accidental loss of life is paid; or
- (ii) the date Gerber Life Insurance Company receives proof that your Dependent Child is attending a Licensed Child Care Center on a full-time basis.

Additional annual payments will be paid on the date that Gerber Life Insurance Company receives proof that your Dependent Child is attending a Licensed Child Care Center on a full-time basis.

The benefit shall be paid for each of your Dependent Children who, on the date of such accident, were:

- (i) less than 13 years of age;
- (ii) attending a Licensed Child Care Center on a full-time basis; or
- (ii) enrolls, within 365 days after the date of such accident, in a Licensed Child Care Center on a full-time basis.

Your Dependent Child must continue to enroll and attend a Licensed Child Care Center on a full-time basis for the benefits to be paid.

Therapeutic Counseling Benefit

If, due to an Injury caused by an accident to you when on Business for Daemen College during any Bonafide Trip, you require Therapeutic Counseling, Gerber Life Insurance Company will pay a benefit of \$250 per month for up to 6 months.

You must be covered under the Policy on the date of the accident.

The Therapeutic Counseling must commence within 30 days after the date of the accident.

In order for benefits to be paid, you must be receiving Therapeutic Counseling from an accredited and state licensed therapist, psychiatrist or psychologist. You must continue to undergo Therapeutic Counseling for benefits to be paid.

Therapeutic Counseling Care means that you are under the care of a licensed physician acting within the scope of his or her license and upon the recommendation of such physician, you are receiving counseling from an accredited and state licensed therapist, psychiatrist or psychologist.

Adaptive Home and Vehicle Benefit

If, due to an Injury caused by an accident, when on Business for Daemen College during any Bonafide Trip, you incur expenses for alterations to your principal residence or personal private automobile as a result of the Injury Gerber Life Insurance Company will pay a benefit of an amount equal to 5% of your Principal Sum, subject to a minimum of \$250 and a maximum of \$5,000.

You must be covered under the Policy on the date of the accident.

The alterations to your principal residence or personal private automobile must commence within 60 days after the date of the accident.

Eligible expenses are those expenses required to make alterations to your:

- (i) principal residence accessible to you; or
- (ii) personal private automobile to allow you to operate or ride as a passenger in such automobile.

Surgical Reattachment Benefit

Gerber Life Insurance Company will pay a benefit for the reasonable medical expenses, shown below, required to surgically reattach a severed arm, leg, hand or foot due to an Injury caused by an accident to you when on Business for Daemen College during any Bonafide Trip. The loss must occur within 3 days after the date of the accident. You must be covered under the Policy on the date of the accident.

You must have suffered a loss due to an Injury caused by an accident as shown in the Table of Losses below.

Items of reasonable medical expense are:

- (1) medical treatment by a licensed physician or surgeon, acting within the scope of his or her license;
- (2) services of a licensed anesthesiologist, acting within the scope of his or her license;
- (3) services of a licensed nurse, acting within the scope of his or her license; and
- (4) hospital confinement.

Table of Losses:

For Loss of:

Both Legs or Both Arms	25% of The Principal Sum
Both Hands or Both Feet	25% of The Principal Sum
One Arm and One Leg	25% of The Principal Sum
One Hand and One Foot	25% of The Principal Sum
Either Leg or Arm	15% of The Principal Sum
Either Hand or Foot	15% of The Principal Sum
Thumb and Index Finger of Same Hand.....	5% of The Principal Sum

Maximum - All Losses - Any One Accident 25% of The Principal Sum

Loss shall mean the:

- (i) loss of a leg by total severance at or above the knee;
- (ii) loss of an arm by total severance at or above the elbow;
- (iii) loss of a hand by total severance at or above the wrist;
- (iv) loss of a foot by total severance at or above the ankle joint; or
- (v) loss of thumb and index finger by total severance at or above the knuckles.

Criminal Assault Benefit - Occupational

Gerber Life Insurance Company will pay an additional benefit of 10% of the applicable Principal Sum, subject to a minimum of \$500 and a maximum of \$10,000, for loss due to Injury caused by an accident to you as a result of a violent criminal act committed by a person or persons.

Coverage will apply to an Injury sustained by you while performing your occupational duties, whether on the premises of Daemen College or at any other work location.

You must be covered under the Policy on the date of such accident. The loss must occur within 365 days after the date of such accident.

Exclusion

Coverage does not apply to any Injury sustained from your own criminal act or any attempted criminal act.

Private Passenger Automobile Seat Belt Benefit

Gerber Life Insurance Company will pay an additional benefit of 10% of the applicable Principal Sum, subject to a minimum of \$500 and a maximum of \$10,000, for loss due to Injury caused by an accident to you when on Business for Daemen College during any Bonafide Trip while operating or riding as a passenger in a private passenger automobile provided that you were wearing a properly fastened seat belt at the time of the accident.

You must be covered under the Policy on the date of the accident. The loss must occur within 365 days after the date of the accident.

No benefit is payable if the operator of the automobile was under the influence of alcohol or drugs.

Seat Belt usage must be verified by:

- (i) a doctor;
- (ii) a coroner;
- (iii) a police officer; or
- (iv) any other person of competent authority.

Private Passenger Automobile Air Bag Benefit

Gerber Life Insurance Company will pay an additional benefit of 5% of the applicable Principal Sum, subject to a minimum of \$500 and a maximum of \$5,000, for loss due to Injury caused by an accident to you when on Business for Daemen College during any Bonafide Trip while operating or riding as a passenger in a private passenger automobile provided you were wearing a properly fastened seat belt at the time of the accident and were positioned in a seat protected by a properly functioning original factory installed Supplemental Restraint System that deploys on impact.

You must be covered under the Policy on the date of the accident. The loss must occur within 365 days after the date of the accident.

No benefit is payable if the operator of the automobile was under the influence of alcohol or drugs.

Seat Belt and Supplemental Restraint System usage must be verified by:

- (i) a doctor;
- (ii) a coroner;
- (iii) a police officer; or
- (iv) any other person of competent authority.

PAYMENT OF BENEFITS:

The Dismemberment Benefit is payable to you. The Benefit for loss of life will be paid as follows:

- (a) to the beneficiary or beneficiaries designated in writing by you, otherwise;
- (b) to the beneficiary or beneficiaries designated under the group life insurance policy issued to Daemen College, otherwise;
- (c) to your widow or widower, if surviving you, otherwise;
- (d) to your surviving child or children in equal shares, otherwise;
- (e) to your parents in equal shares or the surviving parent, otherwise;
- (f) to your surviving brothers and sisters in equal shares or the survivors of them, otherwise;
- (g) to your estate.

Payment of loss for Benefits under this Policy shall only be made in full compliance with all United States of America economic or trade sanction laws or regulations, including, but not limited to, sanctions, laws and regulations administered and enforced by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC").

THE PLAN'S LIMITATIONS

The maximum aggregate amount payable on account of several employees being injured in the same accident is \$500,000. In the event the total benefits otherwise payable to the injured employees or beneficiaries exceed this figure, each injured employee or beneficiary will be paid a proportionate share of the loss rather than his or her normal benefit.

THE PLAN'S EXCLUSIONS

Benefits are not paid for any loss caused by or resulting from:

- (a) suicide or intentionally self-inflicted injury; whether sane or not (in Missouri, while sane);
- (b) bacterial infection, except those which occur with a cut or wound at the time of the accident;
- (c) any kind of disease;
- (d) medical or surgical treatment (except surgical treatment required by the accident);
- (e) war or any act of war;
- (f) injury sustained while riding as a pilot or crew member of any aircraft;
- (g) injury sustained while in any of the armed forces, except temporary domestic National Guard or Reserve duty for less than 30 days;
- (h) injury sustained while riding in any aircraft owned or leased by Daemen College;
- (i) voluntarily taking any drug, chemical or controlled substance, unless taken as prescribed by a licensed physician;
- (j) committing or attempting to commit a felony; and
- (k) operating any vehicle with a blood alcohol level greater than the legal limit.

THE EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974 (ERISA)
STATEMENT OF RIGHTS AND INFORMATION

How to File a Claim

If you should suffer a loss covered by the Policy, either you or your beneficiary should contact the Plan Administrator to obtain claim forms. Read the instructions on these forms carefully. Be sure that all the questions are answered. Remember to include any required attachments when you return the completed forms. After your claim has been processed by Gerber Life Insurance Company or its designated claims administrator, you will be notified in writing if any additional information is required, or if any benefits are denied in whole or in part.

Responsibilities of the ERISA Fiduciaries

1. The Plan Administrator

The Plan Administrator administers the Plan.

2. The Claims Administrator

Gerber Life Insurance Company ("Gerber") is the claims administrator. Gerber may designate another entity to serve as claims administrator. Gerber and its designated claims administrator administer benefits in accordance with the terms of the Policy and the Plan. Gerber and its designated claims administrator have the full discretionary authority to interpret the terms and provisions of the Plan and the Policy, and to determine all questions relating to Plan benefits, including but not limited to eligibility for such benefits. Any interpretation or determination made by Gerber or its designated claims administrator pursuant to such discretionary authority shall be given full force and effect, and shall be conclusive and binding on all parties; unless it can be shown that the determination was arbitrary and capricious.

Your Right to Appeal

If you have any questions about a claim payment, call or write to: Gerber Life Insurance Company c/o A.C. Newman & Company, 7060 North Marks Avenue, Suite 108, Fresno, CA 93711-0269; Phone: (559) 252-2525; Fax: (559) 252-1515. A.C. Newman & Company ("Newman") is Gerber's designated claim administrator. If your claim has been denied in whole or in part and you do not agree and want to appeal, you must write, within 60 days, to Gerber at such address. Your appeal will be reviewed by Gerber or Newman, and a final decision will be made by a person different from the person who made the initial determination and such person will not be the original decision maker's subordinate. The party hearing the appeal (either Gerber or Newman) has full discretionary authority to interpret the terms and provisions of the Plan and the Policy and to determine eligibility for benefits. Any interpretation or determination made by such party pursuant to such discretionary authority shall be given full force and effect, and shall be conclusive and binding on all parties, unless it can be shown that the determination was arbitrary and capricious. You will be notified of the final decision within 60 days after the date of your appeal, unless there are special circumstances in which case you will be notified within 120 days.

Name of Plan

Business Travel Accident Insurance Plan for employees of Daemen College.

Plan Sponsor

Daemen College
4380 Main Street
Amherst, New York 14226-3592

Plan Administrator

Daemen College
4380 Main Street
Amherst, New York 14226-3592

Plan Identification

Employer Identification Number: 16-0759798
Plan Number:

Type of Administration

Contract administration. All benefits provided by Policy Number BTA-120482 issued to the Plan Sponsor by Gerber Life Insurance Company. You may inspect the Plan and the annual report filed with the U.S. Department of Labor at the Corporate Office of Daemen College your local personnel office. Upon written request, copies can be obtained at a reasonable cost.

Funding

All payments to support the Plan are made by Daemen College.

End of Plan Year

May 31st.

Designated Agent for Service of Legal Process

Legal process may be made upon the Plan Administrator at the address above.

Your ERISA Rights

As a participant in the Plan you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all Plan participants shall be entitled to:

- 1) Examine, without charge, at the Plan Administrator's office and at other specified locations, such as worksites and union halls, all documents governing the Plan, including insurance contracts and collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S.

Department of Labor and available at the Public Disclosure Room of the Pension and Welfare Benefit Administration.

- 2) Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Plan, including insurance contracts and collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and updated Summary Plan Description. The administrator may make a reasonable charge for the copies.
- 3) Receive a summary of the Plan's annual financial report. The Plan Administrator is required by law to furnish each participant with a copy of this summary annual report.

In addition to creating rights for Plan participants ERISA imposes duties upon the people who are responsible for the operation of the employee benefit Plan. The people who operate your Plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in the interest of you and other Plan participants and beneficiaries. No one, including your employer, your union, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a welfare benefit or exercising your rights under ERISA.

If your claim for a welfare benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of Plan documents or the latest annual report from the Plan and do not receive them within 30 days, you may file suit in a Federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the administrator. If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or Federal court. In addition, if you disagree with the Plan's decision or lack thereof concerning the qualified status of a domestic relations order or a medical child support order, you may file suit in Federal court. If it should happen that Plan fiduciaries misuse the plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a Federal court. The court will decide who should pay court costs and legal fees. If you are successful the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

The right is reserved in the Plan for the Plan Sponsor to terminate, suspend, withdraw, amend or modify the Plan, covering any active employee, or current retiree or future retiree, in whole or in part at any time. Any such change or termination in benefits: (i) will be based solely on the decision of the Plan Sponsor; and (ii) may apply to all active employees, current retirees or future retirees, as either separate groups or as one group. This is subject to the applicable provisions of the Plan.

If you have any questions about your Plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, you should contact

the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

IMPORTANT NOTICE REGARDING THE OFFICE OF FOREIGN ASSETS CONTROL

Your rights as a policyholder and payments to you, any insured or claimant, for loss under the policy may be affected by the administration and enforcement of U.S. economic embargoes and trade sanctions by the OFFICE OF FOREIGN ASSETS CONTROL ("OFAC").

WHAT IS OFAC?

OFAC is an office of the Department of the Treasury and acts under the presidential national emergency powers, as well as authority granted by specific legislation, to impose controls on transactions and freeze foreign assets under U.S. jurisdiction. OFAC administers and enforces economic embargoes and trade sanctions primarily against:

- Targeted foreign countries and their agents
- Terrorism sponsoring agencies and organizations
- International narcotics traffickers

PROHIBITED ACTIVITY

- OFAC enforces certain embargoes and sanctions against certain designated countries. No U.S. business or persons may enter into certain transactions in or connected to such designated "sanctioned" countries.
- OFAC maintains a directory known as the "Specially Designated Nationals and Blocked Persons" ("SDNBP") list. No U.S. business or person may transact business with any person or entity named on the SDNBP list.

Additional and more in-depth information on OFAC is available at the following website:
<http://www.ustreas.gov/offices/eotffc/ofac>.

OBLIGATIONS PLACED ON US BY OFAC

If we determine that you, any insured or claimant are on the SDNBP list or are connected to a sanctioned country as described in the regulations enforced by OFAC, we must block or "freeze" property and payment of any funds transfers or transactions and report all blocks to OFAC within ten (10) days.

POTENTIAL ACTIONS BY US

1. We may immediately cancel your coverage effective on the day that we determine that we have transacted business with an individual or entity associated with your policy on the SDNBP list or connected to a sanctioned country as described in the regulations enforced by OFAC.
2. If we cancel your coverage, you will not receive a return premium unless approved by OFAC. All funds will be placed in an interest bearing blocked account established on the books of a U.S. financial institution.
3. We will not pay a claim, accept premium or exchange monies or assets of any kind to or with individuals, entities or companies (including a bank) on the SDNBP list or connected to a sanctioned country as described in the regulations enforced by OFAC. And, we will not defend or provide any other benefits under your policy to

individuals, entities or companies on the SDNBP list or connected to a sanctioned country as described in the regulations enforced by OFAC.

YOUR RIGHTS AS A POLICYHOLDER

If funds are blocked or frozen by us in conjunction with the OFFICE OF FOREIGN ASSETS CONTROL, you may complete an “APPLICATION FOR THE RELEASE OF BLOCKED FUNDS” and apply for a specific license to request their release. Forms are available for download at the OFAC website. See <http://www.treas.gov/offices/enforcement/ofac/forms/license.pdf>.