



Business Travel Accident
INSURANCE CERTIFICATE
Issued by
FEDERAL INSURANCE COMPANY
FOR
UNIVERSITY OF ROCHESTER

Chubb Underwriting Office: FEDERAL INSURANCE COMPANY
202 Hall's Mill Road
P.O. Box 1600
Whitehouse Station, New Jersey 08889-1600

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

*Throughout the certificate the words "**We**", "**Us**" and "**Our**" refer to the **Company** providing this insurance. "**You**" and "**Your**" refer to the **Insured Person** .*

Please Read This Certificate Carefully

BTC5000

Table of Contents

Insuring Agreement..... 3

Schedule Of Benefits..... 4

Hazards..... 10

Contract..... 17

 I - Insurance..... 17

 II - Eligibility..... 18

 III - Extensions..... 19

 IV - Maximum Payment for Multiple Losses and Multiple Benefits..... 19

 V - Territory..... 20

 VI - Exclusions..... 20

 VII - Definitions..... 21

 VIII - General Provisions..... 32

Insuring Agreement

Section I

*Chubb Group of Insurance Companies
15 Mountain View Road, P.O. Box 1615
Warren, New Jersey 07061-1615*

Policyholder's Name and Address:
UNIVERSITY OF ROCHESTER
601 ELMWOOD AVENUE, BOX 308
ROCHESTER, NY 14627
Policy Number: 6400-21-89
Effective Date: 06/11/2010
Anniversary Date: July 1

*Issued by the stock insurance company
indicated below:*

FEDERAL INSURANCE COMPANY
*Incorporated under the laws of
INDIANA*

Section II Policy Period

Policy Period

From: 6/11/2010

To: 7/1/2015

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

This certificate contains the major provisions of the policy. It describes the insurance, exclusions, limitations and payment of loss. This certificate replaces all prior certificates issued to **You** for the policy. If the terms of the certificate and the policy differ, the policy will govern.

Your insurance under the policy begins and ends as set forth in Section II - Eligibility, Effective Date and Termination.

Schedule of Benefits

*Chubb Group of Insurance Companies
15 Mountain View Road, P.O. Box 1615
Warren, New Jersey 07061-1615*

Policyholder's Name:
UNIVERSITY OF ROCHESTER

*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 the policy:

Class	Description
1	All Employees, Students, Officers and Trustees of the Policyholder.
2	All Employees, Students, Officers and Trustees of the Policyholder.
3	All Employees of the Policyholder on Sabbatical Leave of Absence.
4	All Employees of the Policyholder on Sabbatical Leave of Absence.
5	Spouse or Domestic Partner of a Primary Insured Person.
6	Dependent Children of a Primary Insured Person.
7	All Employees working on the Helipad.
8	All Employees on long-term assignment outside the US.
9	All Employees on long-term assignment outside the US.
10	All Guests of the Policyholder.

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

Section II - Qualification Period

If **You** are in an eligible **Class** on the Effective Date: none
If **You** enter 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, Bomb
2	Scheduled Air - Business Only
3	24 Hour Business and Pleasure
4	Scheduled Air - Business and Pleasure
5	Business Travel Family
6	Business Travel Family
7	Business

- 8 **24 Hour Business and Pleasure**
- 9 **Scheduled Air - Business and Pleasure**
- 10 **24 Hour Business Travel**

If, subject to all the terms and conditions of the policy **You** have 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	\$50,000
1	Bomb	\$50,000
2	Scheduled Air - Business Only	\$100,000
3	24 Hour Business and Pleasure	\$50,000
4	Scheduled Air - Business and Pleasure	\$100,000
5	Business Travel Family	\$25,000
6	Business Travel Family	\$10,000
7	Business	\$50,000
8	24 Hour Business and Pleasure	\$50,000
9	Scheduled Air - Business and Pleasure	\$100,000
10	24 Hour Business Travel	\$50,000

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 certificate.

If **You** have 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 certificate.

C) Additional Benefits

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

Medical Evacuation and Repatriation

Class 1

Maximum Benefit Amount \$250,000

Class 2

Maximum Benefit Amount \$250,000

Class 3

Maximum Benefit Amount \$250,000

Class 4

Maximum Benefit Amount \$250,000

Class 5

Maximum Benefit Amount \$250,000

Class 6

Maximum Benefit Amount \$250,000

Class 7

Maximum Benefit Amount Unlimited

Class 8

Maximum Benefit Amount Unlimited

Class 9

Maximum Benefit Amount Unlimited

Class 10

Maximum Benefit Amount Unlimited

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

Psychological Therapy

Class 1

Benefit Amount 10% of the **Principal Sum** up to a maximum of \$5,000

Class 2

Benefit Amount 10% of the **Principal Sum** up to a maximum of \$5,000

Class 3

Benefit Amount 10% of the **Principal Sum** up to a maximum of \$5,000

Class 4

Benefit Amount 10% of the **Principal Sum** up to a maximum of \$5,000

Class 5

Benefit Amount 10% of the **Principal Sum** up to a maximum of \$5,000

Class 6

Benefit Amount 10% of the **Principal Sum** up to a maximum of \$5,000

Class 7

Benefit Amount 10% of the **Principal Sum** up to a maximum of \$5,000

Class 8

Benefit Amount 10% of the **Principal Sum** up to a maximum of \$5,000

Class 9

Benefit Amount 10% of the **Principal Sum** up to a maximum of \$5,000

Class 10

Benefit Amount 10% of the **Principal Sum** up to a maximum of \$5,000

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

Rehabilitation Expense

Class 1

Benefit Amount 10% of the **Principal Sum** up to a maximum of \$5,000

Class 2

Benefit Amount 10% of the **Principal Sum** up to a maximum of \$5,000

Class 3

Benefit Amount 10% of the **Principal Sum** up to a maximum of \$5,000

Class 4

Benefit Amount 10% of the **Principal Sum** up to a maximum of \$5,000

Class 5

Benefit Amount 10% of the **Principal Sum** up to a maximum of \$5,000

Class 6

Benefit Amount 10% of the **Principal Sum** up to a maximum of \$5,000

Class 7

Benefit Amount 10% of the **Principal Sum** up to a maximum of \$5,000

Class 8

Benefit Amount 10% of the **Principal Sum** up to a maximum of \$5,000

Class 9

Benefit Amount 10% of the **Principal Sum** up to a maximum of \$5,000

Class 10

Benefit Amount 10% of the **Principal Sum** up to a maximum of \$5,000

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

Seat Belt and Occupant Protection Device

Class 1

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

Alternate Benefit Amount \$2,000

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 \$2,000

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 \$2,000

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 \$2,000

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 5

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

Alternate Benefit Amount \$2,000

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 6

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

Alternate Benefit Amount \$2,000

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 7

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

Alternate Benefit Amount \$2,000

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 8

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

Alternate Benefit Amount \$2,000

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 10

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

Alternate Benefit Amount \$2,000

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 certificate.

Section V - Aggregate Limit of Insurance

\$500,000 per **Bomb Hazard**

\$500,000 per Aircraft **Accident**

The Aggregate Limit of Insurance per Hazard is a sublimit. It is part of and not in addition to, the Aggregate Limit of Insurance per Aircraft **Accident**. It reduces and does not increase the Aggregate Limit of Insurance per Aircraft **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

24 Hour Business and Pleasure Hazard

24 Hour Business and Pleasure Hazard means all circumstances, subject to the terms and conditions of the policy, to which **You** may be exposed.

Business Travel Family Hazard

Business Travel Family Hazard means all circumstances, subject to the terms and conditions of the policy, to which **Your Dependent** may be exposed while traveling in connection with **Your 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**.
-

Business Hazard

Business Hazard means all circumstances, subject to the terms and conditions of the policy, arising from and occurring during the course and scope of **Your** employment by the **Policyholder**. **Business Hazard** includes **Personal Excursion**. **Business Hazard** does not include **Commutation**.

Bomb Hazard

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

24 Hour Business Travel Hazard

24 Hour Business Travel Hazard means all circumstances, subject to the terms and conditions of the policy, arising from and occurring while **You** are 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 **Your** residence or regular place of employment, whichever occurs last. Insurance under this **24 Hour Business Travel Hazard** ends immediately upon return to **Your** 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**.

Scheduled Air Business Only Hazard

Scheduled Air Business Only Hazard means all circumstances, subject to the terms and conditions of the policy, arising from and occurring while **You** are on **Business Travel** or **Relocation Travel** and while:

- 1) riding as a passenger in, entering or exiting a **Scheduled Aircraft** or an aircraft operated by a military air transport service; or
 - 2) riding as a passenger in, entering or exiting any **Conveyance** licensed to carry the public for hire and while:
 - a) traveling directly to the airport, immediately preceding the departure of a **Scheduled Aircraft** on which **You** have purchased passage; or
 - b) traveling directly from the airport, immediately following the arrival of a **Scheduled Aircraft** on which **You** were a passenger.
-

Scheduled Air Business and Pleasure

Scheduled Air Business and Pleasure Hazard means all circumstances, subject to the terms and conditions of the policy, arising from and occurring while **You** are:

- 1) riding as a passenger, entering or exiting a **Scheduled Aircraft** or an aircraft operated by a military air transport service; or
 - 2) riding as a passenger in, entering or exiting any **Conveyance** licensed to carry the public for hire and while:
 - a) traveling directly to the airport immediately preceding the departure of a **Scheduled Aircraft** on which **You** have purchased passage; or
 - b) traveling directly from the airport immediately following the arrival of a **Scheduled Aircraft** on which **You** were a passenger.
-

Contract

Section I - Insurance

Subject to all the terms and conditions of the 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 **You** are insured under the policy, while it is in force. The covered **Loss** must occur within one (1) year after the **Accident**.

Medical Evacuation and Repatriation

If **Your Accidental Bodily Injury**, disease or illness occurs while insured under a **Hazard** and requires **Your Medical Evacuation** or **Repatriation** while **You** are 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 **Benefit Amount** under the policy.

This insurance applies only if the trip:

- 1) is more than 100 miles from **Your** primary residence; and
- 2) lasts no more than 365 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 **Your** medical condition. The **Medical Evacuation** or **Repatriation** must be approved and arranged by **Our Assistance Services Administrator**.

With respect to **Medical Evacuation and Repatriation** only, the Disease or Illness Exclusion in Section VI - General Exclusions of the certificate 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 **You** to suffer a covered **Loss** resulting in a **Physician's** determination that **Psychological Therapy** is required for:

- 1) **You**; or
- 2) **Your 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 the 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 **You** to suffer a covered **Loss** which:

- 1) prevents **You** from performing all the duties of **Your** regular occupation; and
- 2) requires **You** 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 the 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 **You** suffer an **Accidental Bodily Injury** resulting in a covered **Loss of Life** while **You** are 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 **You** were 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 **You** suffer an **Accidental Bodily Injury** as set forth above and **You** are 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 **You** are 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 the 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

You become insured under the policy if:

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

Effective Date of Your Insurance

Your insurance becomes effective on the latest of:

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

Termination of Your Insurance

Your insurance automatically terminates on the earliest of:

- 1) the termination date of the policy;
- 2) the expiration of the period for which required premium has been paid for **You**;
- 3) the date on which **You** no longer meet 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 policy, and all other policy terms and conditions.

Disappearance

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

Exposure

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

If, subject to all the terms and conditions of the policy, **You** suffer 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 the policy. Additional exclusions, limitations or conditions may also apply to specific benefits or Hazards. Please read this entire certificate 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, **You** 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, **You** riding as a passenger 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, **Your** 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 **Your** 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, **You** 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, **You** 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, **Your** 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 **You**;
 - 3) is independent of illness, disease or other bodily malfunction or medical or surgical treatment thereof;
 - 4) occurs while **You** are insured under the 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) the direct cause of a loss; and
- 3) occurs while **You** are insured under the policy, which is in force.

Accidental Bodily Injury does not include conditions caused by repetitive motion injuries or cumulative trauma not a result of an **Accident**, including, but not limited to:

- 1) Osgood-Schlatter's Disease;
- 2) bursitis;
- 3) Chondromalacia;
- 4) shin splints;
- 5) stress fractures;
- 6) tendinitis; and

7) Carpal Tunnel Syndrome.

Actively at Work or Active Work

Actively at Work, or **Active Work** means **You** are performing the material and substantial duties of **Your** 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 **You**.

Benefit Amount

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

- 1) at the time of an **Accident**;
 - 2) to **You**; 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 **You**:

- 1) away from **Your** regular place of employment;
- 2) at the authorization, direction and expense of the **Policyholder**; and
- 3) on the **Policyholder's** business; and
- 4) for periods of 365 days or less.

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

Class

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

Commutation

Commutation means travel between **Your** 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 **You** 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 **You**.

The means of transportation that is best suited to accommodate **You**, based on the seriousness of **Your** 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 **Your Medical Evacuation**.
- 2) With respect to **Repatriation, Covered Expenses** means the cost for:
 - 1) **Your Repatriation**; and
 - 2) medical supplies and services which:
 - a) are ordered or prescribed by an attending **Physician**; and
 - b) are, in the opinion of an attending **Physician**, necessarily incurred in connection with **Your Repatriation**; or
 - c) are necessary 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 **You** 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 **You** for **Accidental Bodily Injury**, illness or disease, which occurs while **You** are:

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

Dependent

Dependent means **Your Dependent Child, Spouse or Domestic Partner**.

Dependent Child

Dependent Child means **You** unmarried child from the moment of birth, including a natural child, grandchild, stepchild or adopted child from the date of placement with **You**. The **Dependent Child** must be primarily dependent upon **You** 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**.

Domestic Partner

Domestic Partner means a person designated in writing at enrollment by **You** who:

- 1) is at least 18 years of age and competent to enter into a contract;
- 2) is not related to **You** by blood closer than would bar marriage;
- 3) has exclusively lived with **You** for at least six (6) months prior to the date of coverage;
- 4) is not legally married or separated;
- 5) registered as a **Domestic Partner** or has an affidavit of domestic partnership; and
- 6) has been jointly responsible for at least two (2) of the following financial arrangements with **You**:
 - 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;
 - d) a joint credit card account with a financial institution; or
 - e) other evidence of joint responsibility for financial obligations such as:
 - 1) designation as a beneficiary for life insurance or retirements benefits;
 - 2) joint wills; or
 - 3) durable power of attorney or health care proxy.

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

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 **Your** medical condition.

Full-time Employee

Full-time Employee means an employee who works at least 30 hours per week.

Gainful Occupation

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

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.
-

Immediate Family Member

Immediate Family Member means **Your**:

- 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 **You** 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** includes aircraft subject to a short-term lease. If the written lease is short term, then the lease term shall not be more than two (2) 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**
- Quadruplegia**
- 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 complete severance of a foot 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 complete severance, as determined by a **Physician**, of at least four (4) fingers at or above the metacarpal phalangeal joint 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) **Your** emergency transportation from the location where **You** are injured or become ill to the nearest **Hospital** where appropriate medical care and treatment can be provided; or
 - 2) **Your** transfer, from the local **Hospital** where **Emergency Medical Treatment** is initially given to another **Hospital** or to **Your** 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) **Your** transportation in an emergency transportation vehicle from the location where **You** become 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, 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.

Personal Excursion

Personal Excursion means travel or activities that are unrelated to the **Policyholder's** business and which take place away from **Your** residence or regular place of employment. Such travel or activities must coincide with **Your Business Travel** or **Relocation Travel**. **Personal Excursion** is limited to any consecutive 3 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) **You**;
- 2) an **Immediate Family Member**.

Policyholder

Policyholder means the entity identified in the Insuring Agreement.

Primary Insured Person

Primary Insured Person means a person who:

- 1) has a direct relationship with the **Policyholder**; and
 - 2) where applicable, elects insurance under the 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 **You** for work in any **Gainful Occupation**, including **Your** 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 **You**:

- 1) between **Your** 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 **Your** transfer by the **Policyholder** from **Your** 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 **Your** remains to **Your** domicile or permanent residence in the event of **Your Loss of Life**.

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.

Scheduled Aircraft

Scheduled Aircraft means an aircraft owned or operated by a **Scheduled Airline**.

Scheduled Airline

Scheduled Airline means an airline which is either:

- 1) registered and certified by the Government of the United States of America to carry passengers on a regularly scheduled basis; or
 - 2) registered and certified by any other governmental authority with competent jurisdiction to carry passengers on a regularly scheduled basis.
-

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 **Your** husband or wife who is recognized as such by the laws of the jurisdiction in which **You** reside.

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**.

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.
-

We, Us and Our

We, Us and Our means FEDERAL INSURANCE COMPANY.

You and Your

You and Your means a person enrolled for insurance as a member of the **Class** of **Insured Persons** as described in Section I of the Schedule of Benefits. The benefits for each **Class** are described in Section IV-C of the Schedule of Benefits.

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 insured under the policy.

Benefit Assignment

You may assign **Benefit Amounts** other than those for **Loss of Life**. Such assignment must be in writing, signed by **You** 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 the policy, either **We, You**, or in the event of **Your Loss of Life, Your** beneficiary, may make a written demand for arbitration. Upon **Your** consent to proceed with arbitration, **We, You**, or in the event of **Your Loss of Life, Your** 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 **You**, or in the event of **Your Loss of Life, Your** beneficiary, may request that the choice of arbitrator be submitted to the American Arbitration Association. The arbitration will be held in the State of **Your** principal residence.

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

Beneficiary

A) Designation

You have 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

You, and no one else, unless there is an irrevocable assignment, has the right to change the beneficiary except as set forth above. **You** do 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 **You**. 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 **You** have not chosen a beneficiary or if there is no beneficiary alive when **You** die, then **We** will pay the **Benefit Amount** for **Loss of Life** to the first surviving party in the following order:

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

All other **Benefit Amounts** are paid to **You**, unless otherwise directed by **You** or **Your** designee, or unless otherwise noted in the 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. The policy will continue in force during the grace period. The grace period does not apply to the first premium payable during the policy term. Failure to pay the first premium on or before the due date will immediately terminate the policy as of inception. **We** are not required to provide notification of such termination.

B) Cancellation, Nonrenewal

The **Policyholder** may cancel the 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 the 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 the 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 the 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 **You**.

Changes

The policy can only be changed by a written endorsement that becomes a part of the 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 the policy or waive any of its provisions.

Compliance by Policyholder and Insured Person

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

Coordination of Benefits

When the **You** or **Your insured Dependent** have coverage from more than one **Plan**, **We** coordinate benefits, with those benefits payable by all other plans so that payments from these plans are not duplicated. This coordination will be based on all **Allowable Expenses**. **We** will include in the calculation benefits a person could receive for which he or she did not apply.

Allowable Expense means those necessary reasonable and customary expenses, covered at least in part by one or more **Plans** for which **You** or **Your insured Dependent** have coverage. When a **Plan** provides benefits as a service instead of a cash payment, the reasonable value of each service provided will be considered an **Allowable Expense** and a benefit paid by **This Plan**.

Plan means any arrangement of coverage which provides benefits through group, blanket, or franchise coverage on an insured or uninsured basis. This includes coverage provided by automobile "fault" and "no fault" insurance.

A **Plan** also includes government, except coverage provided by Medicaid or Medicare or plans whose benefits by law, are in excess to those provided by any private insurance or non-governmental plan: and coverage provided by labor management trustee plans, union welfare plans, multiple employer trust and voluntary employee benefit plans.

A **Plan** does not include any type of school accident coverage, including college plans. It also does not include individual or family plans or contract such as direct subscriber contracts, HMOs or other prepayment group practice or individual practice plans.

Primary Plan means a **Plan** which pays **Allowable Expenses** regardless of the existence of any other **Plan**.

Secondary Plan means any **Plan** which is not considered a **Primary Plan**.

This Plan means the medical or dental benefits provided by the policy.

Order of Benefit Rules

To apply this provision **We** must first determine whether a **Plan** is considered a **Primary Plan** or a **Secondary Plan**. This is done by applying the Order of Benefit Rules in sequence. Once a **Plan** is determined to be a **Primary Plan** all other **Plans** are **Secondary Plans**.

A **Plan** is always considered a **Primary Plan** if it does not have a COB provision or has a COB provision which is different than this one.

When all **Plans** have the same COB provision, then the **Plan** which covers a person as an active employee is the **Primary Plan**.

The **Plan** which covers a **Dependent Spouse** as an active employee is the **Primary Plan**. If he or she has no coverage, then his or her spouse's **Plan** is the **Primary Plan**.

When parents are not separated or divorced, the **Plan** which covers the Child of the parent whose birthday falls earlier in the year is the **Primary Plan**. If, however the birthday of both parents fall on the same date, the **Plan** which covered the parent for the longer period of time becomes the **Primary Plan**. The parents' year of birth is not relevant in this determination.

When the other **Plan's** COB provision does not contain this rule, but instead has a rule based on the parent's gender, and as a result the **Plans** do not agree, then the **Plan** with "Gender Rule" becomes the **Primary Plan**.

When parents are separated or divorced, the **Plan** which covers the parent with custody of the Child is the **Primary Plan**. If that parent has no coverage then the **Plan** of that parent's spouse (the stepparent) becomes the **Primary Plan**. If neither of these parents have coverage, then the **Plan** of the parent without custody of the child becomes the **Primary Plan**.

This rule does not apply, however, when a court decree establishes financial responsibility for the child's health or dental care. Then the rule above will determine which **Plan** is the **Primary Plan**.

When a **Plan** covers a person as a laid off or retired employee, then that **Plan** is the **Secondary Plan** for these persons as well as for their covered **Dependents**. When the other **Plan** does not have this rule and as a result the **Plans** do not agree then we ignore this rule.

When no rule described above determines an order of benefit payment the **Plan** which covers the person for the longest period of time becomes the **Primary Plan**.

When **This Plan** is the **Primary Plan** We pay **This Plan's** benefit as if all other **Plans** did not exist. When **This Plan** is a **Secondary Plan**, however we pay a reduced benefit which when added to the benefit paid by all other **Plans** will be no more than 100% of all **Allowable Expenses**.

As a **Secondary Plan** We apply only the actual reduced portion of the benefit We pay against any Maximum Benefit provision.

Additionally the difference between what We would have paid, had We not coordinated benefits and the amount of the benefit We do pay is accumulated by Us. We then use this accumulated amount to pay **Allowable Expenses** which are not covered by **This Plan**. This might include but is not limited to Deductibles, copayments, coinsurance amounts and other charges not paid.

In order to obtain all benefits available, **You** or **Your insured Dependent** must file a claim under each **Plan**. In any event no **Plan** is liable for more than the benefits it would have paid had a COB provision not been applied.

Right to Information

We have the right to decide what facts We need to coordinate benefits. We may get this information from or give them to any other **Plan**. We do not have to tell or get consent of any person to do this. If We request it **You** or **Your insured Dependent** must provide Us with any information We need to pay a claim.

Payment Recovery

If a **Plan** makes a payment which should have been paid by **This Plan**, We may reimburse the **Plan** which made the payment. This payment will then be treated as if it were a benefit paid by this **Plan** and will not be paid again.

Should We make a payment, however which is actually payable by another **Plan**, then We have the right to recover that excess amount from the person to whom the payments were made or from any other **Plan**.

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 the policy or as soon as reasonably possible. Notice must include enough information to identify **You** and the **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 **You** or **Your** designee, within fifteen (15) days, forms for giving **Proof of Loss** to Us. If **You** or **Your** designee do not receive the forms, then **You** or **Your** 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 thirty (30) 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 **You** 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 the policy except those for disability, **We** will pay **You** or **Your** beneficiary the applicable **Benefit Amount** within sixty (60) days after **We** receive complete **Proof of Loss** if **You**, the **Policyholder** and beneficiary, where applicable, have complied with all the terms of the policy.

Claim and Suit Cooperation

In the event of a claim under the policy, the **Policyholder**, **You** or **Your** 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 the policy, then the **Policyholder**, **You** or **Your** beneficiary must fully cooperate with **Us** in the handling of such suit. The **Policyholder**, **You** or **Your** beneficiary must not, except at **Your** own expense, voluntarily make any payment or assume any obligation in connection with any suit without **Our** prior written consent.

Entire Contract and Application

The policy, the **Policyholder's** application and **Your** application, if any, together with the endorsements attached to the policy, constitute the entire contract of insurance. If an application is completed by the **Policyholder** or **You** 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, **You**, the **Policyholder** or the beneficiary. **We** may also require **You**, the **Policyholder** or the beneficiary to provide a signed description of the circumstances surrounding the **Loss** and their interest in the **Loss**. **You**, 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

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

Inadvertent Error

The insurance provided under the 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 the 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**.

Legal Action Against Us

No legal action may be brought to recover on the 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 the policy.

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

Physical Examination and Autopsy

We have the right to have **You** 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.

Statements by Policyholder or Insured Person and Incontestability

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

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

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

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

Titles of Paragraphs

The titles of the various paragraphs of the policy and any endorsements attached to the 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 the policy are not in lieu of and do not affect any requirement for workers' compensation insurance.



Endorsement**Foreign National Facility of Payment**

Effective Date : 6/11/2010
Policy Number : 6400-21-89
Policyholder : UNIVERSITY OF ROCHESTER
Policy Period : 6/11/2010 to 7/1/2015
Name of Company : **FEDERAL INSURANCE
COMPANY**
Issue Date : 7/8/2010

It is agreed that the Policy is amended as follows:

A) **The following is added to the Beneficiary provision appearing in Section VIII- General Provisions of the Contract:**

- A) If **You** are entitled to receive a **Benefit Amount** for covered **Loss**, or a designated beneficiary or other person entitled to receive a **Benefit Amount** for **Loss of Life**, is a **Foreign National**, and **We** are unable to make payment directly to such **Foreign National** as a matter of law in the jurisdiction where such **Foreign National** is located, then:
- i) **We** will pay an account of such **Foreign National** in the United States of America; or
 - ii) if **We** are unable to make payment as per (i) above because such **Foreign National** is unable or unwilling to identify an account in the United States of America, then **We** will pay the **Policyholder** on behalf of such **Foreign National**. It shall then be the responsibility of the **Policyholder** to remit payment of the **Benefit Amount** for **Loss of Life** or other **Benefit Amount** to such **Foreign National**.

Nothing herein shall be construed as a designation of the **Policyholder** as **Your** beneficiary.

- B) If **You** are entitled to receive a **Benefit Amount** for covered **Loss**, or a designated beneficiary or other person entitled to receive a **Benefit Amount** for **Loss of Life**, is a United States citizen resident in a jurisdiction other than the United States of America, and **We** are unable to make payment directly to **You**, designated beneficiary or other person as a matter of law in the jurisdiction where such person is located, then **We** will pay an account of **Yours**, designated beneficiary or other person located in the United States of America.
- C) Payment to the **Policyholder** of a **Benefit Amount** for **Loss of Life** or other **Benefit Amount** for covered **Loss** under this Policy, pursuant to the procedures set forth above, shall fully release **Us** from any and all liability to the **Policyholder** for such covered **Loss**. If the **Policyholder** fails to timely remit **Our** payment for covered **Loss** to **You**, or **Your** designated beneficiary or other person per the procedures set forth above, then the **Policyholder** shall indemnify **Us** and hold **Us** harmless against any and all liability incurred by **Us**, including but not limited to interest, penalties and attorneys' fees, resulting from such failure to remit payment. If **We** must make a second payment for such covered **Loss** to **You**, or **Your** designated beneficiary or other person (whether in the United States of America or otherwise), then **We** shall be fully released from any and all liability for such covered **Loss** to **You**, or **Your** designated beneficiary or other person to the

extent of **Our** second payment and the **Policyholder** shall repay to **Us** any amounts received from **Us** for such covered **Loss**.

B) **Section VII-Definitions of the Contract is amended to add the following definition:**

Foreign National means **You**, or **Your** designated beneficiary, or other person entitled to receive a **Benefit Amount** for **Loss of Life** or other **Benefit Amount** for covered **Loss** under this Policy, who is:

- i) a citizen of a jurisdiction other than the United States of America; and
- ii) resident in such jurisdiction.

All other terms and conditions of the policy remain unchanged.



Authorized Representative

PRIVACY POLICY AND PRACTICES

THIS NOTICE IS BEING SENT TO THE MASTER POLICYHOLDER OF A GROUP INSURANCE POLICY. IT DESCRIBES CHUBB'S POLICY FOR HANDLING CERTAIN PERSONAL INFORMATION OF ITS INDIVIDUAL CUSTOMERS.

Chubb has been serving the insurance needs of our customers for more than a century. To continue to provide innovative products and services that respond to your insurance needs, Chubb collects certain personal information about you, which is described below in **The Personal Information We Collect**. At Chubb, we respect the privacy of our customers. We do not sell or share our customer lists with anyone else for the purpose of marketing their products to you. Chubb's personal information handling practices are regulated by law, and this Privacy Policy describes those practices.

The Personal Information We Collect. Chubb collects personal information about you and the members of your household to conduct business operations, provide customer service, offer new products, and satisfy legal and regulatory requirements.

We may collect the following categories of information about you from these sources:

- Information from you directly or through your agent, broker, or, automobile assigned risk plan, including information from applications, worksheets, questionnaires, claim forms or other documents (such as name, address, driver's license number, and amount of coverage requested).
- Information about your transactions with us, our affiliates or others (such as products or services purchased, claims made, account balances and payment history).
- Information from a consumer reporting agency (such as motor vehicle reports).
- Information from other non-Chubb sources (such as prior loss information and demographic information).
- Information from visitors to our websites (such as that provided through online forms and online information collecting devices known as "cookies"). Chubb does not use "cookies" to retrieve information from a visitor's computer that was not originally sent in a "cookie".
- Information from an employer, benefit plan sponsor, benefit plan administrator or master policyholder for any Chubb individual or group insurance product that you may have (such as name, address and amount of coverage requested).

The Personal Information We Share. Chubb may disclose the personal information we collect to service, process, or administer business operations such as underwriting and claims and for other purposes such as the marketing of products or services, regulatory compliance, the detection or prevention of fraud, or as otherwise required or allowed by law. These disclosures may be made without prior authorization from you, as permitted by law.

Sharing Personal Information With Others. Chubb may disclose the personal information we collect to affiliated and non-affiliated parties for processing and servicing transactions, such as reinsurers, insurance agents or brokers, property and automobile appraisers, auditors, claim adjusters, third party administrators and, in the case of group insurance, employers, benefit plan sponsors, benefit plan administrators or master policyholders. For example, Chubb may disclose personal information to our affiliates and other parties that perform services for us such as customer service or account maintenance. Specific examples include mailing information to you and maintaining or developing software for us. Chubb may also disclose personal information to nonaffiliated parties as permitted by law. For example, we may disclose information in response to a subpoena, to detect or prevent fraud, or to comply with an inquiry or requirement of a government agency or regulator.

Sharing Personal Information With Service Providers or for Joint Marketing. Chubb may disclose the personal information we collect to agents and brokers so that they can market our financial products and services and to service providers who perform functions for us. Any such disclosure is required to be subject to an agreement with us that includes a confidentiality provision. We do not disclose personal information

to other financial institutions with which we may have joint marketing arrangements; however, we reserve the right to do so in the future, subject to the other financial institution entering into an agreement with us that includes a confidentiality provision.

Confidentiality and Security of Personal Information . Access to personal information is allowed for business purposes only. The people who have access to personal information, including employees of Chubb and its affiliates, and non-employees performing business functions for Chubb, are under obligations to safeguard such information. Chubb maintains physical, electronic, and procedural safeguards to guard your personal information

Personal Health Information . Under certain circumstances, we also collect personal health information about our customers, such as information regarding an accident, disability or injury, for underwriting or claim purposes. Chubb does not disclose your personal health information for marketing purposes unless we have your express consent.

Personal Information of Former Customers . Chubb's personal information privacy policy also applies to former customers.

Changes in Privacy Policy . Chubb may choose to modify this policy at any time. We will notify customers of any modifications at least annually.

Definitions.

"Chubb" means the following companies on whose behalf this notice is given:

Chubb & Son Inc.	Executive Risk Indemnity Company
Chubb & Son Inc. (of Illinois)	Executive Risk Specialty Insurance Company
Chubb Custom Insurance Company	Federal Insurance Company
Chubb Custom Market, Inc.	Great Northern Insurance Company
Chubb Indemnity Insurance Company	Northwestern Pacific Indemnity Company
Chubb Insurance Company of New Jersey	Pacific Indemnity Company
Chubb Lloyds Insurance Company of Texas	Quadrant Indemnity Company
Chubb Multinational Managers, Inc.	Texas Pacific Indemnity Company
Chubb National Insurance Company	Vigilant Insurance Company

"Customer" and "you" mean any individual who obtains or has obtained a financial product or service from Chubb that is to be used primarily for personal, family or household purposes. This notice applies to customers only.

"Personal information" means non-public personal information, which is defined by law as personally identifiable financial information provided by you to Chubb, resulting from a transaction with or any service performed for you by Chubb, or otherwise obtained by Chubb. Personal information does not include publicly available information as defined by applicable law.

**Chubb Group of Insurance Companies
Accident Benefits and Life Department
Attention: Privacy Inquiries
202 Hall's Mill Road, P.O. Box 1600
Whitehouse Station, New Jersey, 08889-1600**

Form 44-02-2087 (Ed. 9/08)