



Business Travel Accident  
INSURANCE PROGRAM  
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

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

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

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**Please Read This Policy Carefully**

BTA5000

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## Insuring Agreement

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### 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*

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### Section II Policy Period and Company

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

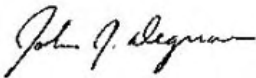
The insurance under this policy begins on the Effective Date shown in Section I of the Insuring Agreement. The insurance under this policy ends on the last day of the Policy Period shown in Section II of the Insuring Agreement.

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

#### Company

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

**FEDERAL INSURANCE COMPANY** (Incorporated under the laws of INDIANA)



President



Secretary



Authorized Representative

## Premium Summary

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### Section I - Premium Due Date

06/11/2010

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### Section II - Premium Payment

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

Business Travel Accident

Amount Due:

\$25,123

Payable in 5 installments as follows: 1st installment 6/11/2010 to 7/1/2011 is \$5,243.00; 2nd installment 7/1/2011 to 7/1/2012 is \$4,970.00; 3rd installment 7/1/2012 to 7/1/2013 is \$4,970.00; 4th installment 7/1/2013 to 7/1/2014 is \$4,970.00 and 5th installment 7/1/2014 to 7/1/2015 is \$4,970.00.

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

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## Schedule of Benefits

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*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*

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### Section I - Insured Persons

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

<b>Class</b>	<b>Description</b>
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.

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

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### Section II - Qualification Period

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

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

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### Section III - Hazards

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

<b>Class</b>	<b>Hazard(s)</b>
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 this policy an **Insured Person** has insurance for covered loss on the date of an **Accident**, covered under multiple **Hazards** described above, then only one **Benefit Amount** will be paid. This **Benefit Amount** shall be the largest **Benefit Amount** applicable under all such **Hazards**.

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### Section IV - Benefits

#### A) Principal Sum

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

<b>Class</b>	<b>Hazard</b>	<b>Principal Sum</b>
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

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## 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

<b>Accidental:</b>	<b>Benefit Amounts (Percentage of Principal Sum)</b>
<b>Loss of Life</b>	100%
<b>Loss of Speech and Loss of Hearing</b>	100%
<b>Loss of Speech and one of Loss of Hand, Loss of Foot or Loss of Sight of One Eye</b>	100%
<b>Loss of Hearing and one of Loss of Hand, Loss of Foot or Loss of Sight of One Eye</b>	100%
<b>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</b>	100%
<b>Quadriplegia</b>	100%
<b>Paraplegia</b>	75%
<b>Hemiplegia</b>	50%
<b>Loss of Hand, Loss of Foot or Loss of Sight of One Eye</b> (Any one of each)	50%
<b>Loss of Speech or Loss of Hearing</b>	50%
<b>Uniplegia</b>	25%
<b>Loss of Thumb and Index Finger</b> of the same hand	25%

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

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

## C) Additional Benefits

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

### 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 Contract.

**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 Contract.

**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 Contract.



**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 Contract.

**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**.

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

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## Hazards

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### 24 Hour Business and Pleasure Hazard

**24 Hour Business and Pleasure Hazard** means all circumstances, subject to the terms and conditions of this policy, to which a **Primary Insured Person** may be exposed.

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### Business Travel Family Hazard

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

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

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

#### Limitation on Business Travel Family Hazard

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

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

### Business Hazard

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

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### Bomb Hazard

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

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## 24 Hour Business Travel Hazard

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

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

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

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## Scheduled Air Business Only Hazard

**Scheduled Air Business Only Hazard** means all circumstances, subject to the terms and conditions of this policy, arising from and occurring while a **Primary Insured Person** is 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 the **Primary Insured Person** has purchased passage; or
    - b) traveling directly from the airport, immediately following the arrival of a **Scheduled Aircraft** on which the **Primary Insured Person** was a passenger.
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## Scheduled Air Business and Pleasure

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

- 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 the **Primary Insured Person** has purchased passage; or
    - b) traveling directly from the airport immediately following the arrival of a **Scheduled Aircraft** on which the **Primary Insured Person** was a passenger.
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## Contract

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### Section I - Insurance

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

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#### Accidental Death and Dismemberment

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

---

#### Medical Evacuation and Repatriation

If an **Insured Person's Accidental Bodily Injury**, disease or illness occurs while insured under a **Hazard** and requires the **Medical Evacuation** or **Repatriation** of the **Insured Person** while the **Insured Person** is on a covered trip, then We will pay the **Covered Expenses** for such **Medical Evacuation** or **Repatriation** up to the **Benefit Amount** for **Medical Evacuation and Repatriation**, shown in Section IV-C of the Schedule of Benefits. The **Benefit Amount** for **Medical Evacuation** or **Repatriation** is payable in addition to any other **Benefit Amount** under this policy.

This insurance applies only if the trip:

- 1) is more than 100 miles from the **Insured Person's** 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 the **Insured Person's** 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 Contract does not apply.

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## Psychological Therapy Expense

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

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

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

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

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

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

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

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## 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 an **Insured Person** to suffer a covered **Loss** which:

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

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

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

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

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

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## Seat Belt and Occupant Protection Device

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

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

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

The **Benefit Amount** for an **Occupant Protection Device** will only be paid if We pay a **Benefit Amount** for **Seat Belt** other than an Alternate **Benefit Amount** .

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

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

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

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

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## Section II - Eligibility, Effective Date and Termination

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### Eligibility

A person becomes insured under this policy if:

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

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### Effective Date of Insurance for an Insured Person

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

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

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### Termination of Insurance for an Insured Person

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

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

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

#### Disappearance

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

#### Exposure

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

### Section IV - Maximum Payment for Multiple Losses and Multiple Benefits

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

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

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

### Section V - Territory

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This insurance applies worldwide.

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### Section VI - General Exclusions

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

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## **Owned Aircraft, Leased Aircraft, or Operated Aircraft**

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

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

## **Aircraft Pilot or Crew**

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

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

---

## **Service in the Armed Forces**

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

---

## **Specialized Aviation**

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

---

## **Suicide or Intentional Injury**

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

---

## War

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

---

## Section VII - Definitions

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

---

### Accident or Accidental

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

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

### Accidental Bodily Injury

**Accidental Bodily Injury** means bodily injury, which:

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

**Accidental Bodily Injury** does not 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 a person is performing the material and substantial duties of his or her regular occupation for compensation.

---

Assistance Services Administrator

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

---

Benefit Amount

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

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

Bomb

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

---

Bomb Explosion

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

---

Bomb Scare

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

---

Bomb Search

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

---

Business Travel

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

- 1) away from such **Primary Insured Person's** 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 a **Primary Insured Person's** residence and regular place of employment.

---

Company

**Company** means FEDERAL INSURANCE COMPANY.

---

Conveyance

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

---

Covered Expenses

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

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

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

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

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

### Dependent

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

---

### Dependent Child

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

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

### Domestic Partner

**Domestic Partner** means a person designated in writing at enrollment by a **Primary Insured Person** who:

- 1) is at least 18 years of age and competent to enter into a contract;
- 2) is not related to the **Primary Insured Person** by blood closer than would bar marriage;
- 3) has exclusively lived with the **Primary Insured Person** 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 with the **Primary Insured Person** for at least two (2) of the following financial arrangements:
  - a) a joint mortgage or lease;
  - b) a joint bank account;
  - c) joint title to or ownership of a motor vehicle or status as a joint lessee on a motor vehicle lease;
  - 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 the **Primary Insured Person** 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 an **Insured Person's** 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 an **Insured Person** with an income equal to at least 60% of the **Insured Person's** monthly earnings within twelve (12) months after the **Insured Person's** return to work.

---

### Hazard

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

---

### Hemiplegia

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

---

### 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 an **Insured Person's**:

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

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

---

### Incapacitated Dependent Child

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

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

### Institution of Higher Learning

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

---

### Insured Person

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

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

### Leased Aircraft

**Leased Aircraft** means an aircraft not owned by the **Policyholder**, which is subject to a written lease agreement between the **Policyholder** and the lessor. The **Policyholder** uses the aircraft as it wishes for the term of the written lease agreement. The **Policyholder** cannot alter or sell the aircraft without the consent of the lessor. **Leased Aircraft** 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**
- Quadriplegia**
- Paraplegia**
- Hemiplegia**
- Loss of Speech**
- Uniplegia**
- Loss of Thumb and Index Finger**

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

---

### Loss of Foot

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

### Medically Necessary

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

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

### Medical Services

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

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

---

### Occupant Protection Device

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

---

### Operated Aircraft

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

---

### Other Plan

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

---

### Owned Aircraft

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

---

### Paraplegia

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

### Personal Excursion

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

### Policyholder

**Policyholder** means the entity identified in the Insuring Agreement.

---

### Primary Insured Person

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

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

### Principal Sum

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

---

### Private Passenger Automobile

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

---

### Proof of Loss

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

---

### Psychological Therapy

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

---

### Psychological Therapy Expense

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

---

### Quadriplegia

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

---

### Reasonable and Customary Charge

**Reasonable and Customary Charge** means the lesser of:

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

### Rehabilitation

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

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

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

---

### Rehabilitation Expense

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

---

### Relocation Travel

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

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

### Relocation

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

---

### Repatriation

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

---

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

---

### Subsidiary

**Subsidiary** means any organization in which:

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

### 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.

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## **Section VIII - General Provisions**

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### **Addition of New Insured Persons**

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

---

### **Benefit Assignment**

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

---

### **Arbitration**

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

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

---

## Beneficiary

### A) Designation

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

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

### B) Change

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

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

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

### C) Payment

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

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

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

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

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

---

## Cancellation, Nonrenewal and Grace Period

### A) Grace Period

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

---

### B) Cancellation, Nonrenewal

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

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

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

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

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

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

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

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## Certificate

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

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## Changes

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

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## Compliance by Policyholder and Insured Person

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

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### Coordination of Benefits

When the **Insured Person** has 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 the **Insured Person** has coverage. When a **Plan** provides benefits as a service instead of a cash payment, the reasonable value or 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 this 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, an **Insured Person** 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 an **Insured Person** 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**.

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### **Claim Notice**

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

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## Claim Forms

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

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## 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.

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## Claim Payment

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

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

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## Claim and Suit Cooperation

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

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## Entire Contract and Application

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

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## Examination Under Oath

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

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## Governing Jurisdiction and Conformance With Statutes

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

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## Inadvertent Error

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

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

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## Informational and Advertising Material

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

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## Legal Action Against Us

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

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

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## Liberalization

If **We** adopt any changes:

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

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

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## Newly Acquired or Newly Formed Organizations

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

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

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

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

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## Physical Examination and Autopsy

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

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## Premium Payment

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

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

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

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## Premium Provisions

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

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

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

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

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## Premium Rate Change

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

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## Records and Audit

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

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

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## **Statements by Policyholder or Insured Person and Incontestability**

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

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

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

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

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## **Titles of Paragraphs**

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

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## **Workers' Compensation**

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

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**Endorsement****Foreign National Facility of Payment**

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**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

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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 an **Insured Person** 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 the **Insured Person's** beneficiary.

- B) If an **Insured Person** 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 such **Insured Person**, 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 such **Insured Person**, 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 any **Insured Person**, 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 an **Insured Person**, 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 such **Insured Person**, 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 an **Insured Person**, designated beneficiary of an **Insured Person** 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.

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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)