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Business Travel Accident  
INSURANCE CERTIFICATE  
Issued by  
Federal Insurance Company

FOR  
Trustees of Union College

Chubb Underwriting Office: Federal Insurance Company  
15 Mountain View Road  
P O BOX 1615  
Warren, New Jersey 07061-1615

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

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

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**Please Read This Certificate Carefully**

BTC5000

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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:**

Trustees of Union College  
Union Street  
Schenectady, NY 12308

Policy Number: 9906-00-92

Effective Date: 03/01/2005

Anniversary Date: March 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

#### Policy Period

From: 03-01-2005

To: 03-01-2008

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

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

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

## Schedule of Benefits

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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:**  
Trustees of Union College

*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 the policy:

<u>Class</u>	<u>Description</u>
1	All <b>Employees</b> of the <b>Policyholder</b>

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

## Section II - Qualification Period

If **You** are in an eligible **Class** on the Effective Date:

None

If **You** enter an eligible **Class** after the Effective Date: None

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## Section III - Hazards

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

**Class Hazard(s)**

1 **24 hour Business Travel, Bomb**

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

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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	<b>24 Hour Business Travel Hazard</b>	\$300,000
1	<b>Bomb</b>	\$300,000

**B) Accidental Death & 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**

All

<b>Accidental:</b>	<b>Benefits 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 (Any One of each)</b>	50%
<b>Loss of Speech or Loss of Hearing</b>	50%
<b>Uniplegia</b>	25%
<b>Loss of Thumb and Index Finger of the same hand</b>	25%

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

If **You** have multiple **Losses** as the result of one **Accident**, then **We** will pay only the single largest **Benefit Amount** applicable to the **Losses** suffered, as described in Section IV - Maximum Payment For Multiple Losses and Multiple Benefits and Multiple Benefits of the certificate.

### **C) Additional Benefits**

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

#### **Medical Evacuation and Repatriation**

##### **Class 1**

**Maximum Benefit Amount** \$100,000

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

#### **Seat Belt**

##### **Class 1**

**Benefit Amount** 10% of the **Principal Sum** up to a maximum of \$30,000.00

**Alternate Benefit Amount** \$2,000

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

### **Section V – Aggregate Limit of Insurance**

\$1,500,000 per **Accident**

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

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

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## HAZARDS

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### **Bomb Hazard**

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

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

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

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## Contract

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### Section I – Insurance

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

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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 **You** are insured under the policy, while it is in force. The covered **Loss** must occur within one (1) year after the **Accident**.

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#### Medical Evacuation and Repatriation

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

This insurance applies only if the covered trip:

- 1) is more than 100 miles from **Your** primary residence; and
- 2) lasts no more than 365 consecutive days.

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

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

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

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## **Seat Belt**

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

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

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

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

The **Benefit Amount** for **Seat Belt** is payable in addition to any other applicable **Benefit Amounts** under the policy.

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## Section II – Eligibility, Effective Date and Termination

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### Eligibility

**You** become insured under the policy if:

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

**Your** insurance becomes effective on the latest of:

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

If an employee of a **Policyholder**, who would otherwise qualify for insurance, is not **Actively At Work** on the date insurance would otherwise be effective, then such insurance will not be effective until the date such person returns to **Active Work**. Insurance for a **Dependent** will also be delayed until such employee returns to **Active Work**. If a **Dependent** is in a **Hospital** on the date the insurance would otherwise be effective, then the effective date will be delayed until the **Dependent** is released from the **Hospital**.

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### Termination of Your Insurance

**Your** insurance automatically terminates on the earliest of:

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

#### **Disappearance**

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

#### **Exposure**

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

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### 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 the policy, **You** are entitled to receive payment of multiple **Benefit Amounts** as the result of one (1) **Accident**, then the maximum **We** will pay for all benefits shall not exceed the **Principal Sum**.

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

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

For the purposes of this provision the definition of **Loss** includes **Permanent Total Disability** **Total Loss of Use**.

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### 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 the policy. Additional exclusions, limitations or conditions may also apply to specific benefits or Hazards. Please read this entire certificate 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, **You** being in, entering, or exiting any aircraft:

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

### **Aircraft Pilot or Crew**

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

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

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### **Disease or Illness**

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

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

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### **Service in the Armed Forces**

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

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### **Suicide or Intentional Injury**

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

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### **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**.

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## **Section VII – Definitions**

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

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### ***Accident or Accidental***

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

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

### ***Accidental Bodily Injury***

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

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

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

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

### ***Actively at Work or Active Work***

**Actively at Work or Active Work** means **You** are performing the material and substantial duties of **Your** regular occupation for compensation.

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### ***Assistance Services Administrator***

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

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### ***Benefit Amount***

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

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

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*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.

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*Bomb Scare*

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

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*Bomb Search*

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

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*Business Travel*

**Business Travel** means travel by **You** :

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

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

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*Commutation*

**Commutation** means travel between **Your** residence and regular place of employment.

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*Company*

**Company** means Federal Insurance Company.

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### Conveyance

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

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### Covered Expenses

1) With respect to **Medical Evacuation**, **Covered Expenses** means the cost for:

- 1) a land, water or air **Conveyance**, required to transport **You** or **Your** insured **Dependent** during a **Medical Evacuation**. Special transportation by, but not limited to, air ambulances, land ambulances and private motor vehicles must:
  - a) be recommended by an attending **Physician**; and
  - b) comply with the standard regulations of the **Conveyance** transporting **You** or **Your** insured **Dependent**.

The means of transportation that is best suited to accommodate **You** or **Your** insured **Dependent**, based on the seriousness of **You** or **Your** insured **Dependent'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 **You** or **Your** insured **Dependent's Medical Evacuation**.

2) With respect to **Repatriation**, **Covered Expenses** means the cost for:

- 1) **You** or **Your** insured **Dependent's Repatriation**; and
- 2) medical supplies and services which:
  - a) are ordered or prescribed by an attending **Physician**; and
  - b) are, in the opinion of an attending **Physician**, necessarily incurred in connection with **You** or **Your** insured **Dependent's Repatriation**; or
  - c) are necessary for embalming, cremation, transportation and purchase of a shipping container as required by applicable law or regulation.

With respect to **Medical Evacuation** and **Repatriation**, all transportation arrangements made for **You** or **Your** insured **Dependent** will be by the most direct and economical route. All **Covered Expenses** must be arranged and approved by the **Assistance Service Administrator**.

**Covered Expenses** do not include those expenses incurred by **You** or **Your** insured **Dependent** for **Accidental Bodily Injury**, illness or disease, which occurs while **You** or **Your** insured **Dependent** are:

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

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### *Dependent Child*

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

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

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### *Emergency Medical Treatment*

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

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

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### *Full-time Employee*

**Full-time employee** means an employee who works at least 30 hours per week 1,000 hours or more in a calendar year.

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### *Hazard*

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

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### 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**.

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### Hospital

**Hospital** means a public or private institution which:

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

### Immediate Family Member

**Immediate Family Member** means **Your**:

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

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### Incapacitated Dependent Child

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

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

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### 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 longer than one (1) week more than two (2) trips.

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**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**
- Total Loss of Use**

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

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**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.

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### 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.

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### 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**.

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### 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**.

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### 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**.

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### 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**.

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### 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.

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### Medical Evacuation

**Medical Evacuation** means

- 1) **Your** emergency transportation from the location where **You** are injured or become ill to the nearest **Hospital** where appropriate medical care and treatment can be provided; or
  - 2) **Your** transfer, from the local **Hospital** where **Emergency Medical Treatment** is initially given to another **Hospital** or to **Your** domicile or permanent residence;
-

### Medically Necessary

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

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

### Medical Services

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

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

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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.

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Owned Aircraft

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

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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**.

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Personal Excursion

**Personal Excursion** means travel or activities that are unrelated to the **Policyholder's** business and which take place away from **Your** residence or regular place of employment. Such travel or activities must coincide with **Your Business Travel** or **Relocation Travel**. **Personal Excursion** is limited to any consecutive 72 hour period immediately prior to, during or immediately following such **Business Travel** or **Relocation Travel**.

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Physician

**Physician** means a licensed practitioner of the healing arts, acting within the scope of his or her license to the extent provided by the laws of the jurisdiction in which medical treatment is provided.

**Physician** does not include:

- 1) **You;**
  - 2) **an Immediate Family Member;**
  - 3) **Your** employer or business partner; or
  - 4) **the Policyholder.**
- 

Policyholder

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

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Primary Insured Person

**Primary Insured Person** means a person who:

- 1) has a direct relationship with the **Policyholder**; and
  - 2) where applicable elects insurance under the policy; and
  - 3) pays the required premium, for the insurance elected.
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Principal Sum

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

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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.

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Proof of Loss

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

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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**.

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Relocation Travel

**Relocation Travel** means travel by **You**:

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

Relocation

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

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Repatriation

**Repatriation** means the necessary arrangements for the return of **Your** remains to **Your** domicile or permanent residence in the event of **Your Loss of Life**.

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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.

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Spouse

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

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Uniplegia

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

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War

**War** means:

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

**We, Us and Our** means Federal Insurance Company.

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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 insured under the policy.

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### Benefit Assignment

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

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### Arbitration

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

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

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## **Beneficiary**

### *A) Designation*

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

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

### *B) Change*

**You**, and no one else, unless there is an irrevocable assignment, has the right to change the beneficiary except as set forth above. **You** do not need the consent of anyone to do so.

All beneficiary changes must be:

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

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

### *C) Payment*

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

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

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

All other **Benefit Amounts** are paid to **You**, unless otherwise directed by **You** or **Your** designee, or unless otherwise noted in the policy.

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

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## **Cancellation, Nonrenewal and Grace Period**

### **A) Grace Period**

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

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### **B) Cancellation, Nonrenewal**

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

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

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

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

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

The **Policyholder** is required to immediately provide notice of cancellation or nonrenewal to **You**.

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## **Changes**

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

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## **Compliance by Policyholder and Insured Person**

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

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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 the policy or as soon as reasonably possible. Notice must include enough information to identify **You** and the **Policyholder**. Failure to give Claim Notice within twenty (20) days will not invalidate or reduce any otherwise valid claim if notice is given as soon as reasonably possible.

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## Claim Forms

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

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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 **You** the applicable **Benefit Amount** no less frequently than monthly during the period for which **We** are liable. All payments by **Us** are subject to receipt of complete **Proof of Loss**.

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

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## Claim and Suit Cooperation

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

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## Coordination of Benefits

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

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

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

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

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

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

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

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

### **Order of Benefit Rules**

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

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

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

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

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

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

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

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

When a **Plan** covers a person as a laid off or retired employee, then that **Plan** is the **Secondary Plan** for these person 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 Expense** which are not covered by **This Plan**. This might include but is not limited to Deductibles, copayments, coinsurance amounts and other charges not paid.

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

#### **Right to Information**

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

#### **Payment Recovery**

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

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

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## **Entire Contract and Application**

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

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## **Examination Under Oath**

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

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## **Governing Jurisdiction and Conformance With Statutes**

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

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## **Inadvertent Error**

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

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

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## **Legal Action Against Us**

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

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

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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 **You** will automatically receive the benefit of the broadened insurance.

---

## **Physical Examination and Autopsy**

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

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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 **You** to void the insurance or reduce benefits payable under the policy, or to otherwise contest the validity of the policy, unless such statements are contained in a written document signed by the **Policyholder** or **You**. If **We** rely on such statements for this purpose, then **We** will provide a copy of the written document to the **Policyholder**, **You** or **Your** designee or beneficiary, as appropriate.

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

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

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

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## **Titles of Paragraphs**

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

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## **Workers' Compensation**

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

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