BLANKET ACCIDENT POLICY/CERTIFICATE

Underwritten by:
AXIS INSURANCE COMPANY
(A Stock Company)
(Herein called the Company)

Administrative Office:
1 University Square Drive, Suite 200
Princeton, NJ 08540

Home Office: 111 South Wacker Drive, Suite 3500 Chicago, IL 60606

POLICYHOLDER:

Northwestern University

POLICY EFFECTIVE DATE: January 1, 2017

POLICY NUMBER: BTAB-51274-1535

POLICY TERM: January 1, 2017 through December 31, 2019

POLICY ANNIVERSARY DATE: January 1

STATE OF ISSUE: Illinois

The Policy is a legal contract between the Policyholder and the Company.

This Policy describes the terms and conditions of insurance. This Policy/Certificate goes into effect subject to its applicable terms and conditions at 12:01 A.M. on the Policy Effective Date shown above at the Policyholder's address. It will remain in effect for the duration of the Policy Term shown above if the premium is paid according to the agreed terms. This Policy/Certificate terminates at 12:00 A.M., on the day following the last day of the Policy Term unless the Policyholder and the Company agree to continue coverage under this Policy/Certificate for an additional Policy Term. The laws of the State of Issue shown above govern this Policy/Certificate.

The Company and the Policyholder agree to all the terms of this Policy/Certificate.

Secretary

President

THIS IS A LIMITED POLICY
IT PAYS BENEFITS FOR SPECIFIC LOSSES FROM ACCIDENT ONLY
IT DOES NOT PAY BENEFITS FOR LOSS CAUSED BY SICKNESS
IT PAYS LIMITED BENEFITS FOR EMERGENCY SICKNESS
PLEASE READ IT CAREFULLY
NON-PARTICIPATING

Table of Contents

SECTION	PAGE NUMBER
SCHEDULE OF BENEFITS	3
GENERAL DEFINITIONS	
ELIGIBILITY, EFFECTIVE DATE AND TERMINATION PROVISIONS	15
COMMON EXCLUSIONS	16
CLAIM PROVISIONS	17
ADMINISTRATIVE PROVISIONS	20
GENERAL PROVISIONS	
CONDITIONS OF COVERAGE	24
DESCRIPTION OF BENEFITS	27

SCHEDULE OF BENEFITS

This Policy is intended to be read in its entirety. In order to understand all the conditions, exclusions and limitations applicable to its benefits, PLEASE READ ALL THE POLICY PROVISIONS CAREFULLY.

The Schedule of Benefits provides a brief outline of the coverage and benefits provided by this Policy. Please read the Conditions of Coverage and Description of Benefits sections for full details.

Eligible Persons: An Eligible Person is an individual who meets all of the requirements of one of the covered classes shown below:

Class 1	Principal Sum

All active Full-Time regular status Staff Employees and all Full-time and Part-time Faculty Employees of the Policyholder.

3 times the Insured Person's Annual Salary up to a maximum of \$500,000

Class 2

The Spouse of a Class 1 Insured Person. \$50,000

Class 3

The Dependent Child(ren) of a Class 1 Insured Person. \$25,000

CONDITIONS OF COVERAGE

The benefits provided by this Policy will be paid, subject to applicable conditions, limitations and exclusions, under the following coverages:

Class 1

BUSINESS TRAVEL INSURANCE COVERAGE

- Personal Deviation Included up to a Maximum of 14 days

WAR RISK COVERAGE

FELONIOUS ASSAULT AND VIOLENT CRIME COVERAGE

Class 2

BUSINESS TRAVEL INSURANCE COVERAGE

- Personal Deviation Included up to a Maximum of 14 days

WAR RISK COVERAGE

FELONIOUS ASSAULT AND VIOLENT CRIME COVERAGE

Class 3

BUSINESS TRAVEL INSURANCE COVERAGE

- Personal Deviation Included up to a Maximum of 14 days

WAR RISK COVERAGE

FELONIOUS ASSAULT AND VIOLENT CRIME COVERAGE

BENEFITS

Aggregate Limit of Indemnity

Applies to:	Benefit Amount
Accidental Death and Dismemberment - Aircraft Only, Coma,	\$5,000,000
Paralysis	
War Risk Coverage	\$5,000,000
Felonious Assault and Violent Crime Coverage	\$5,000,000
Security Evacuation Benefit	\$1,000,000

Not more than the Aggregate Limit of Indemnity specified above will be paid for all Covered Losses, Covered Accidents and Covered Injuries suffered by all Insured Persons as the result of any one Covered Aircraft Accident that occurs under one of the Conditions of Coverage, as specified above. This Aggregate Limit of Indemnity is payable only once, should more than one Condition of Coverage apply, We will pay the greater amount. If this amount does not allow all Insured Persons to be paid the amounts this Policy otherwise provides, the amount paid will be the proportion of the Insured Person's loss to the total of all losses, multiplied by the Aggregate Limit of Indemnity.

ACCIDENTAL DEATH AND DISMEMBERMENT BENEFIT

Covered Loss must occur within 365 days of the Covered Accident

Covered Loss	Benefit Amount
Loss of Life	100% of the Principal Sum
Loss of Two or More Hands or Feet	100% of the Principal Sum
Loss of Use of Two or More Hands or Feet	100% of the Principal Sum
Loss of Sight of Both Eyes	100% of the Principal Sum
Loss of Speech and Hearing (in Both Ears)	100% of the Principal Sum
Loss of One Hand or Foot and Sight in One Eye	100% of the Principal Sum
Loss of One Hand or Foot	50% of the Principal Sum
Loss of Use of One Hand or Foot	50% of the Principal Sum
Loss of Sight in One Eye	50% of the Principal Sum
Loss of Speech	50% of the Principal Sum
Loss of Hearing (in Both Ears)	50% of the Principal Sum
Loss of Thumb and Index Finger of the Same Hand	25% of the Principal Sum
Loss of all Four Fingers of the Same Hand	25% of the Principal Sum

Exposure and Disappearance Benefit Included

BEREAVEMENT AND TRAUMA COUNSELING BENEFIT

Class(es) 1-2-3

Loss of all Toes of the Same Foot

Counseling must occur within 365 days of the Loss of Life or Covered Loss.

Benefit Amount \$150 per session

Maximum Number of Sessions 10

Maximum Benefit per Covered Loss \$1,500

Includes Immediate Family Members or Fellow Participant

25% of the Principal Sum

CARJACKING BENEFIT

Class(es) 1-2-3

Covered Loss must occur within 365 days of the Covered Accident

Benefit Amount 10% multiplied by the portion of the Benefit

Amount applicable to a Covered Loss for Accidental Death and Dismemberment, Coma, Paralysis, as shown in the Schedule of Benefits

subject to a maximum of \$25,000.

CHILD CARE CENTER BENEFIT

Class(es) 1-2-3

Benefit Amount 10% of the Principal sum subject to a maximum of

\$10,000 per year for a maximum of 4 years.

up to age 13

Default Benefit Amount \$1,000

COMA BENEFIT

Class(es) 1-2-3

Coma must occur within 60 days of the Covered Accident

Benefit Amount 1% of the Principal Sum for the first 11 months,

100% in the 12th Month.

EMERGENCY REUNION BENEFIT

Class(es) 1-2-3

Benefit maximum \$2,000

Maximum Duration of Coverage 14 days

HOME ALTERATION AND VEHICLE MODIFICATION EXPENSE BENEFIT

Class(es) 1-2-3

Benefit Amount 10% multiplied by the portion of the Benefit

Amount applicable to a Covered Loss for Accidental Death and Dismemberment, Coma, Paralysis, as shown in the Schedule of Benefits

subject to a maximum of \$50,000.

MEDICAL EVACUATION BENEFIT

Class(es) 1-2-3

Benefit Amount 100% of Usual & Customary Expenses

Includes Emergency Sickness

PARALYSIS BENEFIT

Class(es) 1-2-3

Paralysis must occur within 365 days of the Covered Accident

Benefit Amount

Quadriplegia 100% of the Principal Sum

Paraplegia 75% of the Principal Sum

Hemiplegia 50% of the Principal Sum

Uniplegia 25% of the Principal Sum

PSYCHOLOGICAL TREATMENT BENEFIT

Class(es) 1-2-3

Covered Treatment must occur within 30 days of the Covered Accident

Benefit Amount 10% of the Principal Sum subject to a maximum of

\$25,000

REHABILITATION BENEFIT

Class(es) 1-2-3

Covered Treatment must occur within 365 days of the Covered Accident

Benefit Amount 10% multiplied by the portion of the Benefit

Amount applicable to a Covered Loss for Accidental Death and Dismemberment, Coma, Paralysis, as shown in the Schedule of Benefits

subject to a maximum of \$25,000.

REPATRIATION BENEFIT

Class(es) 1-2-3

Benefit Amount 100% of Usual & Customary Expenses

Includes Emergency Sickness

SEATBELT AND AIRBAG BENEFIT

Class(es) 1-2-3

Seatbelt Benefit Amount 25% multiplied by the Principal Sum applicable to

the Covered Loss subject to a maximum of

\$50,000

Airbag Benefit Amount 10% multiplied by the Principal Sum applicable to

the Covered Loss subject to a maximum of

\$25,000

Default Benefit Amount \$2,000

SECURITY EVACUATION BENEFIT

Class(es) 1-2-3

Benefit Amount 100% of Usual and Customary Charges

SPECIAL EDUCATION BENEFIT

Class(es) 1-2-3

Benefit Amount

Surviving Dependent Child Benefit 10% of Principal Sum, subject to a maximum of

\$10,000

Surviving Spouse Benefit 10% of Principal Sum, subject to a maximum of

\$10,000

Maximum number of Annual Payments

For Each Surviving Dependent Child 5

For Surviving Spouse 4

Default Benefit Amount \$1,000

PREMIUM RATE TABLE

It is hereby agreed and understood that the premium amounts, and the manner in which premiums are due and payable, are as follows:

\$27,078, due and payable in 3 Annual Installments of \$9,026 for the Policy Term, which is also the premium rate guarantee period.

The initial premium rate guarantee and any premium rate guarantee applicable to renewal are subject to the Cancellation and Premium Rate Change sections of the Administrative Provisions of this Policy.

Mode of Premium Payment 3 Year Annual Installment

Premium Due Date Policy Effective Date

Contributions The cost of coverage is paid by the Policyholder, Minimum and Deposit

premiums are fully earned and non-refundable. All Benefits and Conditions of Coverage cannot vary among Eligible Persons in any

covered class.

GENERAL DEFINITIONS

Please note that certain words used in this Policy have specific meanings. The words defined below and capitalized within the text of this Policy have the meanings set forth below.

Accident or Accidental

means a sudden, unexpected, specific and abrupt event that occurs by chance at an identifiable time and place while the Insured Person is covered under this Policy.

Active Service

Means the Insured Person will be considered in Active Service with His Employer on any day that is either of the following:

- one of the Employer's scheduled work days on which the Employee is performing His regular duties on a full-time basis or part-time basis, either at one of the Employer's usual places of business or at some other location to which the Employer's business requires the Employee to travel; or
- 2. a scheduled holiday, vacation day or period of Employer-approved paid leave of absence, other than sick leave, only if the Employee was in Active Service on the preceding scheduled workday.

Age

an Insured Person's age, means for purposes of initial premium calculations, is His age attained on the later of the first day of the Policy Term and the date coverage becomes effective for Him under this Policy.

Aircraft

means a vehicle which:

- 1. has a valid Airworthiness Certificate: and
- 2. is being flown by a pilot with a valid license to operate the Aircraft.

Airworthiness Certificate

means a "Standard" Airworthiness Certificate issued by the Federal Aviation Agency of the United States of America or its equivalent issued by the governmental authority having jurisdiction over civil aviation in the country of registry.

Basic Earnings

means your annual compensation from your Employer.

Basic Earnings includes:

- your average annual rate of compensation from your Employer including:
 - average annual salary;
 - regular hourly wages (but not for more than 40 hours a week); or
 - commissions averaged over the preceding 12 months or the period of your employment if less than 12 months

Basic Earnings does not include:

- bonuses:
- overtime pay;
- extra compensation;
- your Employer's contributions on your behalf to any deferred compensation plan or pension plan;
- income you earn as a private contractor on IRS Form 1099; or
- stock options

If the Insured Person is a commissioned sales person, Basic Earnings will be any salary or wages and commissions received from the Employer. This will be based on the Statement of Wages Earned and Taxes Withheld (Form W-2) for the fiscal year ending immediately prior to the date of the Insured Person's death

Calendar Year

means January 1st through December 31st of any year.

Common Carrier or Public Conveyance

means:

- 1. a Conveyance, including Aircraft, licensed for hire to carry fare-paying passengers; or
- 2. a transport Aircraft operated by the Air Mobility Command of the United States of America or similar air transport service of another country.

Conveyance

means a motorized craft, vehicle or mode of transportation licensed or registered by a governmental authority.

Covered Accident

means an Accident that results in a Covered Loss during the Policy Term.

Covered Activity or Covered Activities

means any activity that is shown in the Schedule of Benefits and:

- 1. takes place under one of the Conditions of Coverage specified in the *Schedule of Benefits*; and
- 2. is sponsored, organized, scheduled or otherwise provided by the Policyholder.

Covered Expenses

means expenses actually incurred by or on behalf of an Insured Person for treatment, services and supplies covered by this Policy. A Covered Expense is deemed to be incurred on the date treatment, service or supply that gave rise to the expense or the charge, was rendered or obtained.

Covered Injury

means accidental bodily injury: (1) which is sustained by an Insured Person as a direct result of an unintended, unanticipated Covered Accident that is external to the body and that occurs while the injured person's coverage under the Policy is in force, and (2) which results directly from a Covered Accident and (3) which occurs while such person is participating in a Covered Activity. The Covered Injury must be caused through Accidental means. All injuries sustained by an Insured Person in any one Accident, including related conditions and recurrent symptoms of these injuries, are considered a single injury.

Covered Loss

means a loss which meets the requisites of one or more benefits, and results from a Covered Accident, Covered Injury or Covered Activity.

Dependent Child

means the Insured Person's unmarried child who meets the following requirements:

- 1. a child from birth to 26 years old;
- 2. a child who is less than 30 years of age and (i) is an Illinois resident, (ii) served as a member of the active or reserve components of any of the branches of the Armed Forces of the United States, and (iii) has received a release or discharge other than a dishonorable discharge
- 3. a child who is 26 or more years old, dependent on the Insured Person or other care providers for lifetime care and supervision,, and incapable of self-sustaining employment by reason of mental or physical handicap that occurred before age 26. Proof of the child's condition and dependence must be submitted to the Company within 31 days after the date the child ceases to qualify as a Dependent Child for the reasons listed above. During the next two years, the Company may, from time to time, require proof of the continuation of such condition and dependence. After that, the Company may require proof no more than once a year.

A Dependent Child, for purposes of this definition, includes the Insured Person's:

- 1. natural child;
- 2. adopted child, beginning with the date of placement for the purpose of adoption or the date of the entry of an interim court order granting the Insured Person temporary custody of the child, whichever comes first;
- 3. stepchild who resides with the Insured Person; and
- 4. child for whom the Insured Person is the legal guardian, as long as the child resides with the Insured Person and depends on Him for financial support. Financial support means that the Insured Person is eligible to claim the dependent for purposes of Federal and State income tax returns.

If the Insured Person who is the legal guardian of a child is not a step-parent, grandparent, aunt or uncle, then the child must have resided with Him for at least six consecutive months and intends to reside with Him for an indefinite period of time.

Eligible Person

means an individual as defined in the Schedule of Benefits.

Employer

means the Policyholder and any affiliates, subsidiaries or divisions shown in the Master Policy covered under this Policy on its effective date or a later date agreed to by the Company.

He, His, Him

refers to any individual, male or female.

Hospital

means an institution that meets all of the following:

- 1. it is licensed as a Hospital pursuant to applicable law;
- 2. it is primarily and continuously engaged in providing medical care and treatment to sick and injured persons;
- 3. it is managed under the supervision of a staff of medical doctors;
- 4. it provides 24-hour nursing services by or under the supervision of a graduate registered Nurse (R.N.);
- 5. it has medical, diagnostic and treatment facilities, with major surgical facilities on its premises, or available on a prearranged basis; and
- 6. it charges for its services.

The term Hospital does not include a clinic, facility, or unit of a Hospital for:

- 1. rehabilitation, convalescent, custodial, educational or nursing care;
- 2. the aged, drug addicts or alcoholics; or
- 3. a Veteran's Administration Hospital or Federal Government Hospital unless the Insured Person incurs an expense.

Hospital Confined, Hospital Stay or Confined to a Hospital

means a stay of 24 or more consecutive hours as a registered resident bedpatient in a Hospital. Separate Hospital Stays due to the same Covered Accident or Emergency Sickness will be treated as one Hospital Stay unless separated by at least 30 days.

Immediate Family Member

means a person who is related to the Insured Person in any of the following ways: Spouse, brother-in-law, sister-in-law, daughter-in-law, son-in-law, mother-in-law, father-in-law, parent (includes stepparent), brother or sister (includes stepbrother or stepsister), or child (includes legally adopted or stepchild).

Inpatient

means confined overnight as a registered bed patient in a Hospital or other medical facility where at least one day's room and board is charged. The confinement must be on the advice of a Physician.

Insured Dependent

means an Insured Dependent Child or an Insured Spouse, for whom premium is paid while covered under the Policy.

Insured Person

means an Eligible Person, as defined in the *Schedule of Benefits*, for whom required premium has been paid when due and for whom coverage under this Policy remains in force. May include Insured Spouse, and/or Insured Dependent Child covered under this Policy.

Medically Necessary

means medical services that: (1) are essential for diagnosis, treatment or care of the Covered Injury or Emergency Sickness for which it is prescribed or performed; (2) meets generally accepted standards of medical practice; and (3) are ordered by a Physician and performed under His care, supervision or order.

Nurse

means a licensed graduate Registered Nurse (R.N.) or a Licensed Practical Nurse (L.P.N.) who is not:

- 1. the Insured Person;
- 2. an Immediate Family Member of either the Insured Person or the Insured Person's Spouse;
- 3. a person living in the Insured Person's household; or
- 4. a person employed or retained by the Policyholder.

Paralysis/Paralyzed

means Quadriplegia, Paraplegia, Hemiplegia or Uniplegia that is expected to last for a continuous period of 12 months or more from the earlier of the date of the Covered Accident causing paralysis or the date of the diagnosis. "Quadriplegia" means the complete and irreversible paralysis of both upper and lower limbs. "Paraplegia" means the complete and irreversible paralysis of both lower limbs or both upper limbs. "Hemiplegia" means the complete and irreversible paralysis of the upper and lower limbs of the same side of the body. "Uniplegia" means the complete and irreversible paralysis of one limb. "Limb" means entire arm or entire leg.

Physician

means a licensed health care provider practicing within the scope of his license and rendering care and treatment to the Insured Person that is appropriate for the condition and locality, and who is not:

- 1 the Insured Person;
- 2. an Immediate Family Member of either the Insured Person or the Insured Person's Spouse;
- 3. a person living in the Insured Person's household;
- 4. a person employed or retained by the Policyholder; or
- 5. a person providing homeopathic, aroma-therapeutic, or herbal therapeutic services.

Policyholder

means the entity, named on this Policy's face page, to which the Company issues this Policy.

Policyholder Aircraft

means any Aircraft with a current and valid Airworthiness Certificate and owned, leased, operated or controlled by the Policyholder.

Policy Term

means the time period defined for the Policyholder shown on this Policy's face page.

Private Passenger Automobile

means a validly registered, four wheel private passenger car, including Policyholder-owned cars, campers, motor homes, station wagons, sport utility vehicles, pick-up trucks and van-type cars that are not licensed commercially or being used for commercial purposes. Any vehicle being used as a taxi cab, bus or other Public Conveyance will not be considered a Private Passenger Automobile.

Scheduled Airlines or Aircraft

means any carrier holding a certificate, license or similar authorization for civilian scheduled air transport issued by the country of the Aircraft's registry, and which, in accordance with that authorization flies, maintains and publishes schedules and tariffs for regular passenger service between named cities at regular and specified times, but only if the Aircraft is then used for any regular or chartered flight operated by such carrier.

Spouse

means the Insured Person's lawful spouse.

Trip

means a Trip taken by an Insured Person which begins when the Insured Person leaves His residence or place of regular employment for the purpose of going on the Trip (whichever occurs last), and is deemed to end when the Insured Person returns from the Trip to His residence or place of regular employment (whichever occurs first). However, the Trip is deemed to exclude any period of time during which the Insured Person is on an authorized leave of absence or vacation or travel to and from the Insured Person's place of regular employment.

Total Disability or Totally Disabled

means the inability of the Insured Person who is currently employed to do any type of work for which He is or may become qualified by reason of education, training or experience.

Usual and Customary Charge

means the average amount charged by most providers for treatment, service or supplies in the geographic area where the treatment, service or supply is provided.

We, Us, Our

means AXIS Insurance Company.

While on the Business of the Policyholder

means while on assignment by or at the direction of the Policyholder for the purpose of furthering the business of the Policyholder, but does not include any period of time: (1) while the Insured Person is working at His regular place of employment; (2) during the course of everyday travel to and from work; or (3) during an authorized leave of absence or vacation.

ELIGIBILITY, EFFECTIVE DATE AND TERMINATION PROVISIONS

Deferred Effective Date

The Effective Date of insurance will be deferred for an Eligible Person who is not in Active Service on the date insurance would otherwise become effective. Insurance will become effective on the later of the date He returns to Active Service and the date insurance would otherwise have become effective.

Eligibility

A person is eligible for insurance under this Policy when He meets the definition of Eligible Person shown in the *Schedule of Benefits*. An Eligible Person may be insured under only one covered class, even though He may be eligible under more than one covered class.

Policy Effective Date

The Company agrees to provide Accident insurance benefits described in this Policy in consideration of the Policyholder's application and payment of the Premium when due. Insurance begins on the Policy Effective Date shown on this Policy's first page.

Effective Date for Individuals

Insurance becomes effective for the Eligible Person, subject to the Deferred Effective Date provision above, on the latest of the following dates:

- 1. the Policy Effective Date; and
- 2. the date the person becomes eligible;

In no event will insurance for the Eligible Person become effective before the Policy Effective Date.

Effective Date of Changes

Any increase or decrease in the amount of insurance for the Insured Person resulting from a change in benefits provided by this Policy or a change in the Insured Person's covered class will take effect on the date of such changes. Increases will take effect subject to any Active Service requirement.

Effective Date for Newly Acquired Affiliates

Insurance becomes effective for any newly-acquired affiliate of the Policyholder on the date it is acquired if the Company has been notified in writing within 30 days and has agreed to provide insurance, and additional premium has been paid when due. If the Company is not notified within the required time period, insurance for the affiliate will become effective on the date the Company agrees in writing to insure it and receives any additional premium due. Individuals who are employees of an affiliate on its effective date of insurance under this Policy will be eligible for insurance on that date.

Termination of Insurance

Insurance for the Insured Person will end on the earliest of:

- 1. the date the person is no longer in an Eligible Class;
- the date the person enters full time active duty in any Armed Forces.
 The Company will refund any premium paid for any period of active
 duty when the Company receives proof of active duty. Active duty
 does not include Reserve or National Guard duty for training unless it
 extends beyond 31 days;
- 3. the end of the period for which the last premium is made;
- 4. the date this Policy ends;

Termination does not affect a claim for a Covered Loss due to a Covered Accident or Emergency Sickness that occurs before the termination date. However, in no instance will benefits extend beyond the earliest of:

- 1. the end of the Benefit Period: and
- 2. the date benefits equal to any applicable benefit limit or maximums, as shown in the *Schedule of Benefits*, have been paid.

COMMON EXCLUSIONS

In addition to any benefit or coverage specific exclusion, benefits will not be paid for any loss which is caused by or results from any of the following unless coverage is specifically provided for by name in the Description of Benefits Section or Conditions of Coverage Section:

- 1. intentionally self-inflicted injury, suicide, or any attempt while sane or insane;
- 2. commission or attempt to commit a felony or an assault;
- 3. commission of or active participation in a riot or insurrection;
- declared or undeclared war or act of war or any act of declared or undeclared war unless specifically provided by this Policy;
- 5. a Covered Accident or Emergency Sickness that occurs while on active duty service in the military, naval or air force of any country or international organization. Upon Our receipt of proof of service, the Company will refund any premium paid for this time. Reserve or National Guard active duty training is not excluded unless it extends beyond 31 days;
- 6. flight in, boarding or alighting from an Aircraft, except as:
 - a. a passenger on a regularly scheduled commercial airline;
 - b. a passenger in a non-scheduled, private Aircraft used for pleasure purposes with no commercial intent during the flight;
 - c. a passenger in a Military Aircraft flown by the air mobility Command or its foreign equivalent;
- 7. travel in any Aircraft owned, leased operated or controlled by the Policyholder, or any of its subsidiaries or affiliates. An Aircraft will be deemed to be "controlled" by the Policyholder if the Aircraft may be used as the Policyholder wishes for more than 10 straight days, or more than 15 days in any year:
- 8. sickness, disease, bodily or mental infirmity, bacterial or viral infection or medical or surgical treatment thereof, (including exposure, whether or not Accidental, to viral, bacterial or chemical agents) whether the loss results directly or non directly from the treatment except for any bacterial infection resulting from an Accidental external cut or wound or Accidental ingestion of contaminated food;
- 9. medical or surgical treatment, diagnostic procedure, administration of anesthesia, or medical mishap or negligence, including malpractice;
- 10. voluntary ingestion of any narcotic, drug, poison, gas or fumes, unless prescribed or taken under the direction of a Physician and taken in accordance with the prescribed dosage;
- 11. an Accident if the Insured Person is the operator of a motor vehicle and does not possess a valid motor vehicle operator's license, unless: (a) the Insured Person holds a valid learners permit and (b) the Insured Person is receiving instruction from a driver's education instructor:
- 12. operating any type of vehicle or Conveyance while under the influence of alcohol or any drug, narcotic or other intoxicant including any prescribed drug for which the Insured Person has been provided a written warning against operating a vehicle or Conveyance while taking it. Under the influence of alcohol, for purposes of this exclusion, means intoxicated, as defined by the motor vehicle laws of the state in which the Covered Loss occurred;

In addition, benefits will not be paid for services or treatment rendered by any person who is:

- a. employed or retained by the Policyholder;
- b. living in the Insured Person's household;
- c. an Immediate Family Member of either the Insured Person or the Insured Person's Spouse; or
- d. the Insured Person.

Beneficiary

The beneficiary, unless the Insured Person specifies otherwise as provided below, will be the person He has named as beneficiary of any group life insurance, or if none is in force, of any group Accident insurance, provided by the Policyholder.

The beneficiary is the person or persons the Insured Person names or changes on a form executed by Him and satisfactory to the Company. This form may be in writing or by any electronic means agreed upon between the Company and the Policyholder. Consent of the beneficiary is not required to affect any changes, unless the beneficiary has been designated as an irrevocable beneficiary, or to make any assignment of rights or benefits permitted by this Policy.

A beneficiary designation or change will become effective on the date the Insured Person executes it. However, the Company will not be liable for any action taken or payment made before the Company records notice of the change at Our Home Office.

If more than one person is named as beneficiary, the interests of each will be equal unless the Insured Person has specified otherwise. The share of any beneficiary who does not survive the Insured Person will pass equally to any surviving beneficiaries unless otherwise specified.

If there is no named beneficiary or surviving beneficiary, or if the Insured Person dies while benefits are payable to Him, the Company may make direct payment to the first surviving class of the following classes of persons:

- 1. Spouse;
- 2. child or children;
- 3. parents;
- 4. siblings; or
- 5. estate of the Insured Person.

Claim Forms

The Company or its designated authorized agent will send claim forms to the claimant upon receipt of a written notice of claim. If such forms are not sent within 15 days after the Company received notice of claim, the claimant will be deemed to have met the proof of loss requirements upon submitting, within the time fixed in the Policy for filing proof of loss, written proof covering the occurrence, the character and the extent of the loss for which the claim is made. The notice should include the Insured Person's name, the Policyholder's name and the Policy Number. Any forms that may be required to be provided under this subsection may be provided in electronic or paper form.

Notice of Claim

Written notice of claim must be given to the Company or its designated authorized agent within 30 days after the occurrence or commencement of the Insured Person's Covered Loss or Emergency Sickness, or as soon thereafter as reasonably possible. Notice given by or on behalf of the claimant to the Company or its designated authorized agent, with information sufficient to identify the Insured Person, is deemed notice to the Company. Any notices that may be required to be provided under this subsection may be provided in electronic or paper form.

Payment of Claims

All benefits will be paid in United States currency. Upon receipt of due written proof of death, payment for loss of life of an Insured Person will be made to the Insured Person's beneficiary as described in the Beneficiary Provision and these Claim Provisions.

Upon receipt of due written proof of loss, payments for all losses, except loss of life, will be made to (or on behalf of, if applicable) the Insured Person suffering the loss. If an Insured Person dies before all payments due have been made, the amount still payable will be paid to His beneficiary as described in the Beneficiary Provision.

If any payee is a minor or is not competent to give a valid release for the payment, the payment will be made to a parent, guardian, or other person actually supporting Him. If the payee has no legal guardian for His property, a payment not exceeding \$1,000 may be made, at the Company's option, to any relative by blood or connection by marriage of the payee, who, in the Company's opinion, has assumed the custody and support of the minor or responsibility for the incompetent person's affairs.

Any payment the Company makes in good faith fully discharges liability to the extent of the payment made.

Time of Payment of Claims

Benefits payable under the Policy for any loss other than loss for which the Policy provides any periodic payment will be paid within 30 days following receipt of due written proof of the loss. If the Company fails to pay benefits within the specified time frame, the Company will pay interest at the rate of 9 percent per annum from the 30th day after receipt of such proof of loss to the date of late payment. Subject to the Company's receipt of due written proof of loss, all accrued benefits for loss for which the Policy provides periodic payment will be paid at the expiration of each month during the continuance of the period for which The Company is liable and any balance remaining unpaid upon termination of liability will be paid immediately upon receipt of such proof.

Legal Actions

No action at law or in equity will be brought to recover benefits under this Policy less than 60 days after satisfactory proof of loss has been furnished as required by this Policy. No such action will be brought after expiry of the applicable statute of limitations from the time proof of loss is required to be furnished under this Policy.

Physical Examination And Autopsy

The Company, at its own expense, has the right and opportunity to examine the Insured Person when and as often as the Company may reasonably require while a claim is pending and to make an autopsy in case of death, where it is not prohibited by law.

Proof of Loss

Written proof of loss must be furnished to the Company within 90 days after the date of the Covered Loss or Emergency Sickness. In the case of a claim for loss of time for disability, written proof of such loss must be furnished to the Company within 90 days after the commencement of the period for which the Company is liable. If the loss is one for which the Policy requires continuing eligibility for periodic benefit payments, subsequent written proofs of eligibility must be furnished at such intervals as may reasonably be required. Failure to furnish proof within the time required neither invalidates nor reduces any claim if it was not reasonably possible to furnish proof within such time, provided such proof is furnished as soon as reasonably possible and in no event, except in the absence of legal capacity of the claimant, later than one year from the time proof is otherwise required. Any forms that may be required to be provided under this subsection may be provided in electronic or paper form.

ERISA Claims

The Policyholder agrees that the Policy constitutes the plan and plan document under the Employee Retirement Security Act of 1974 as amended (ERISA). The Policyholder designates the Company, or a person or persons which the Company designates, as the claims fiduciary of this plan and gives the Company, or its designee, the discretionary authority to determine eligibility for benefits and to construe the terms of the plan. The Policyholder agrees to comply with the disclosure and reporting requirements of ERISA regarding the plan and the Company's designation and authority as claims fiduciary.

ADMINISTRATIVE PROVISIONS

Cancellation

The Company or the Policyholder may cancel this Policy after the first year or Policy Term or as of any Premium Due Date, by giving the other party 31 days advance written or authorized electronic notice. Any premium rate guarantee will not affect the Company's or the Policyholder's right to cancel this Policy.

If a premium is not paid when due, the Company will cancel this Policy at the end of the last period for which premium was paid, subject to the Grace Period provision. Premium Due Dates are shown in the Premium Rate Table.

Cancellation does not affect a claim for a Covered Loss when the Covered Accident or Emergency Sickness occurs before the cancellation date.

Grace Period

A grace period of 31 days will be provided for the payment of any premium due after the first Premium Due Date. During the grace period, the Policy shall continue in force, unless the Policyholder has given written notice of discontinuance in advance of the Premium Due Date and in accordance with the terms of this Policy. If the required premium is not paid during the grace period, coverage will terminate on the last day of the grace period. The Policyholder will be liable for the payment of a pro rata premium for the time the Policy was in force during the grace period.

Premiums

Premium rates are expressed in, and premiums are payable in, United States currency. The premiums for this Policy will be based on the rates set forth in the Premium Rate Table, the plan and amounts of insurance in effect for Insured Persons and the premium mode selected, as shown in the Premium Rate Table. If Insured Persons' coverage amounts are reduced due to Age, premium will be based on the amounts of coverage in force on the day before the reduction took place. The Company will provide notifications of premiums due or premium changes, to the most current address in Our files, to the Policyholder.

Premium Payment

The total premium paid by the Policyholder is the sum of premiums for all Insured Persons. The initial premium is due on the Policy Effective Date and each succeeding premium is due on the next succeeding Premium Due Date, as shown in the Premium Rate Table, unless the Policyholder and the Company agree to another mode of premium payment. Premiums are paid at the Company's Home Office or to the Company's authorized agent.

If any premium is not paid when due, this Policy will be cancelled as of the Premium Due Date of the unpaid premium, except as provided in any applicable Grace Period section.

Premium Rate Changes

The Company may change premium rates at the end of any Policy Term or any premium rate guarantee period with at least 31 days advance notice to the last known address of the Policyholder. The Company will not increase premium rates more frequently than annually, unless one of the events described below occurs.

- 1. the terms of the Policy change;
- 2. the number of Insured Persons or Eligible Persons for coverage increases or decreases by more than 10% since the later of the Policy Effective Date and the date of the last renewal of the Policy:
- coverage is reinstated following failure to pay premium during the Grace Period:
- 4. an acquisition, merger, consolidation, divestiture, corporate reorganization or purchase or sale of assets affecting, increasing or decreasing by 10% or more the number of Eligible Persons or Insured Persons;
- 5. a change in Insured Persons or Eligible Persons to be covered which would, on a manual rate basis, require a change of 10% or more in the premium rate:
- a change in any federal or state law or regulation is enacted, adopted or amended to the extent it affects the Company's benefit obligations under the Policy; or
- 7. the Policyholder fails to provide sufficient information, as required by the Company, to confirm adequacy of premiums and rates currently being paid.

Any increase or decrease in rate will take effect on the date of the applicable change specified above. A pro rata adjustment will apply from the date of the change to the end of any period for which premium has been paid.

Premium Audit

The Company will have the right to audit books and records of the Policyholder at its place of business and during its regularly-scheduled business hours, in order to determine the accuracy of premiums paid.

Reinstatement

This Policy may be reinstated if it lapsed for nonpayment of premium. Requirements for reinstatement are a written application of the Policyholder satisfactory to the Company and payment of all overdue premiums. Any premium accepted in connection with a reinstatement will be applied to a period for which premium was not previously paid, but not to any period more than 60 days prior to the date of reinstatement.

GENERAL PROVISIONS

Addition of New Insured Persons

All Insured Persons added to the Classes of Eligible Persons in the *Schedule of Benefits* are eligible for insurance under this Policy.

Assignment

The rights and benefits provided by this Policy, except as provided herein, may not be assigned. The payee may, after a benefit or series of benefits has become payable, assign only those benefits. Such assignment will be valid only if the Company receives it before any of those benefits have been paid and only for benefits payable for claims arising from the same Covered Accident or Emergency Sickness. Any other attempt to assign will be void.

This insurance may not be levied on, attached, garnished, or otherwise taken for a person's debts unless contrary to law.

Certificates

Where required by law, the Company will provide a certificate of insurance for delivery to the Insured Person. Each certificate will set forth a statement as to the insurance coverage to which the Insured Person is entitled, and to whom the insurance benefits are payable, and a statement as to any family member, Spouse or dependent's coverage. If family members or dependents are included in the coverage, the insurer need only issue one certificate to each family unit.

Clerical Error

A person's coverage will not be affected by error or delay in keeping records of insurance under this Policy. If such error or delay is found, the Company will adjust the premium fairly.

Conformity with Statutes

Any provision in this Policy that is in conflict with the requirements of any state or federal law that apply to this Policy are automatically changed to satisfy the minimum requirements of such laws.

Entire Contract; Changes

The Policy and any attached papers make up the entire contract between the Policyholder and the Company. In the absence of fraud, all statements made by the Policyholder or any Insured Person will be considered representations and not warranties. No written statement made by an Insured Person will be used in any contest unless a copy of the statement is furnished to the Insured Person or, in the event of the death or incapacity of the Insured Person, to His beneficiary or personal representative.

No change in this Policy will be valid until approved by one of the Company's executive officers and endorsed on or attached to this Policy. No agent has authority to change this Policy or to waive any of its provisions.

Examination of the Policy

This Policy will be available for inspection at the Policyholder's office during regular business hours.

Incontestability

The validity of the Policy will not be contested after it has been in force for two years from the Policy Effective Date, except for non-payment of premium, misrepresentation or fraud.

However, the Company may contest coverage at any time based upon the Insured Person's ineligibility for coverage under the Policy or upon other provisions in the Policy.

Misstatement of Fact

If the Policyholder has misstated any fact, all amounts payable under this Policy will be such as the premium paid would have purchased had such fact been correctly stated.

Noncompliance with Policy Requirements

Any express or implied waiver by the Company of any requirements of this Policy is not a continuing waiver of such requirements. Any failure by the Company to enforce any Policy provision will not be a waiver or amendment of that provision.

Policy Changes

No change in this Policy will be valid until approved by one of the Company's executive officers and endorsed on or attached to this Policy. The Company may agree with the Policyholder to modify a plan of benefits without the Insured Person's consent.

Records

The Policyholder or its authorized Administrator will maintain the records of the Insured Person's insurance under this Policy. The Company will be permitted to examine the Policyholder's records relating to the insurance under this Policy at any reasonable time. The Policyholder is acting as an agent of the Insured Person for transactions relating to this insurance. The actions of the Policyholder will not be considered the actions of the Company.

Reporting Requirements

The Policyholder or its authorized agent must report all of the following to the Company by the Premium Due Date:

- 1. the names of all persons insured on the Policy Effective Date:
- the names of all persons who are insured after the Policy Effective Date:
- 3. the names of those persons whose insurance has terminated; and
- 4. additional information required by the Company.

The Company may, at the Company's sole discretion, waive reporting of any information specified above.

Workers' Compensation

This Policy is not in lieu of and does not affect any requirements for coverage by any Workers' CompensationAct law.

CONDITIONS OF COVERAGE

This Section describes the Conditions of Coverage under which benefits provided by this Policy become payable. Any benefits are payable only once, even though more than one Condition of Coverage may apply. Please read these and the Common Exclusions sections in order to understand all of the terms, conditions and limitations of coverage.

BUSINESS TRAVEL INSURANCE COVERAGE

The Company will pay the Benefit Amount shown in the Schedule of Benefits, subject to all applicable conditions and exclusions, if the Insured Person suffers a Covered Loss that occurs during one of the Covered Travel Activities described below and while the Insured Person is traveling:

- 1. While on the Business of the Policyholder;
- 2. in the course of the business of the Policyholder;
- 3. on a Trip authorized in advance by the Policyholder;
- 4. away from the premises of the Policyholder;

Covered Travel Activities also includes commuting directly between home and the Policyholder's premises where the Insured Person normally works, while using an alternative means of transportation necessitated by discontinuance of service, strike or major breakdown of one or more Public Conveyance transportation systems which the Insured Person normally uses.

Definitions

For purposes of this Condition of Coverage:

Personal Deviation means

- 1. an activity that is not reasonably related to the Policyholder's business;
- 2. not incidental to the purpose of the Trip;
- 3. such travel or activities coincide with an Insured Person's business travel; and
- 4. Personal Deviation is limited to any consecutive 14 day period immediately prior to, during or following such business travel.

Exclusions

Coverage for business travel is not provided during any of the following:

- 1. travel to another location where the Insured Person is expected to be assigned for more than 365 days;
- 2. normal commuting between the Insured Person's home and place of work;
- 3. any activity not authorized or organized, or not reimbursable, by the Policyholder;
- 4. the Insured Person's participation in any race or speed contest;
- 5. the Insured Person's driving any vehicle or Private Passenger Automobile for pay or hire.

Other exclusions that apply to this Condition of Coverage are in the Common Exclusions Section.

FELONIOUS ASSAULT AND VIOLENT CRIME COVERAGE

The Company will pay the Benefit Amount shown in the Schedule of Benefits, subject to all applicable conditions and exclusions, when the Insured Person suffers a Covered Loss that occurs during a Felonious Assault or Violent Crime as described below. A police report detailing the Felonious Assault or Violent Crime must be provided before any benefits will be paid. The Covered Loss must occur While the Insured Person is on the Business or Premises of the Policyholder.

Definitions

For purposes of this Condition of Coverage:

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

Violent Crime means a crime that involves force or threat of force and is composed of four offenses: murder and non-negligent manslaughter, forcible rape, robbery, and aggravated assault.

Exclusions

Benefits will not be paid for treatment of any Covered Loss sustained or incurred during any:

1. Felonious Assault or Violent Crime committed by the Insured Person:

Other exclusions that apply to this Condition of Coverage are in the Common Exclusions Section.

WAR RISK COVERAGE

The Company will pay the Benefit Amount shown in the Schedule of Benefits, subject to all applicable conditions and exclusions, if the Insured Person suffers a Covered Loss (but not such act in which the Insured Person is an active participant) that occurs during war or an act of war that occur:

- 1. Worldwide, excluding: the United States and its territories and possessions and the Insured Person's country of permanent residence and Afghanistan, Iraq
- 2. While on the Business of the Policyholder.

The Policyholder may cancel this War Risk Coverage at any time by sending written notice to the Company at the Company's home office address. Coverage will be canceled upon receipt of notice or a date specified by the Policyholder.

The Company may cancel this coverage at any time by providing written notice to the Policyholder at least 10 days prior to termination of this coverage. Any unearned premium will be promptly returned to the Policyholder.

Definitions

For purposes of this Condition of Coverage:

Designated War Risk Territory(ies) means all countries except those excluded above in item 1.

Changes in Premium. The Company may change the premium rate for the inclusion of War Risk Coverage under this Policy at any time if (1) war risk conditions change in the Designated War Risk Territory(ies); (2) there is a change in which area(s) is (are) defined to be the Designated War Risk Territory(ies); or (3) the Policyholder's exposure to war risk in the Designated War Risk Territory(ies) changes in any way. The Company will give the Policyholder written notice of any change in the premium rate for the inclusion of War Risk Coverage at least 10 days in advance of the effective date of the change.

Changes in Terms and Conditions. The terms and conditions of War Risk Coverage, including but not limited to the definition of the Designated War Risk Territory(ies), may be changed at any time, to reflect conditions that, in the opinion of the Company, constitute a change in the Policyholder's war risk exposure.

Exclusions

Exclusions that apply to this Condition of Coverage are in the Common Exclusions Section.

DESCRIPTION OF BENEFITS

This Description of Benefits Section describes the Benefits provided by this Policy. Benefit amounts, benefit periods and any applicable aggregate and benefit-specific maximums are shown in the *Schedule of Benefits*. Please read these and the Common Exclusions section in order to understand all of the terms, conditions and limitations applicable to these Benefits.

ACCIDENTAL DEATH AND DISMEMBERMENT BENEFIT

Covered Losses

The Company will pay the Benefit Amount for any one of the Covered Losses listed in the *Schedule of Benefits*, subject to all applicable conditions and exclusions, if the Insured Person suffers a loss as a result of a Covered Injury within the applicable time period specified in the *Schedule of Benefits*.

If the Insured Person sustains more than one Covered Loss as a result of the same Covered Accident, the Company will pay the Benefit Amount for the Covered Loss for which the largest benefit is payable.

Exposure and Disappearance

If by reason of an Accident occurring while an Insured Person's coverage is in force under this Policy, the Insured Person is unavoidably exposed to the elements and as a result of such exposure suffers a Covered Loss for which an Accidental Death or Accidental Dismemberment Benefit is otherwise payable under the Policy, the Covered Loss will be covered under the terms of this Policy.

If the body of an Insured Person has not been found, within 180 days of the disappearance, forced landing, stranding, sinking or wrecking of a Conveyance in which the Insured Person was an occupant while covered under this Policy, then it will be deemed, subject to all other terms and provisions of this Policy, that the Insured Person has suffered an Accidental Death that would have been payable under the Policy.

Definitions

For purposes of this Benefit:

Loss of a Hand or Foot means complete Severance through or above the wrist or ankle joint.

Loss of Use of a Hand or Foot means total loss of all ability to move the hand or foot, within 365 days of a Covered Accident, that continues for 6 months and is expected to continue for the remainder of the Insured Person's lifetime.

Loss of Sight means the total, permanent Loss of Sight of one eye. The Loss of Sight must be irrecoverable by natural, surgical or artificial means.

Loss of Speech means total and permanent loss of audible communication which is irrecoverable by natural, surgical or artificial means.

Loss of Hearing means total and permanent loss of ability to hear any sound in both ears which is irrecoverable by natural, surgical or artificial means.

Loss of a Thumb and Index Finger of the Same Hand or Loss of Four Fingers of the Same Hand means complete Severance through or above the metacarpophalangeal joints of the same hand (the joints between the fingers and the hand).

Loss of Toes means complete Severance through the metatarsalphalangeal joint.

Severance means complete separation and dismemberment of the part from the body.

BEREAVEMENT AND TRAUMA COUNSELING BENEFIT

The Company will pay the Benefit Amount shown in the *Schedule of Benefits* for counseling sessions, subject to all applicable conditions and exclusions, when the Insured Person or Immediate Family Member or Fellow Participant requires bereavement and trauma counseling because of an Accidental Death or Covered Loss under this Policy. Such counseling must meet all of the following conditions:

- covered bereavement and trauma counseling expenses must be incurred within the time period shown on the Schedule of Benefits from the date of the Covered Accident causing another Insured Person's death;
- 2. the expense is charged for a bereavement or trauma counseling session for the Insured Person or one or more of His Immediate Family Members or Fellow Participants;
- counseling is provided under the care, supervision or order of a Physician; and
- 4. a charge would have been made if no insurance existed.

Definitions

For purposes of this Benefit:

Fellow Participant means an Insured Person, other than the Insured Person who suffered a Covered Loss, who was present at or participating in the same Covered Activity and as a result suffered trauma requiring counseling treatment.

Exclusions

Exclusions that apply to this Benefit are in the Common Exclusions Section.

CARJACKING BENEFIT

The Company will pay the Benefit Amount shown in the *Schedule of Benefits*, subject to all applicable conditions and exclusions, if the Insured Person suffers a Covered Loss during a Carjacking of a Private Passenger Automobile that the Insured Person was operating, getting into or out of, or riding in as a passenger. Verification of the Carjacking must be made part of an official police report within 24 hours of the Carjacking or as soon as reasonably possible, or be certified in writing by the investigating officer(s) within 24 hours or as soon as reasonably possible.

Definitions

For purposes of this Benefit:

Carjacking means a person other than the Insured Person taking unlawful possession of a Private Passenger Automobile by means of force or threats against the person(s) then rightfully occupying it.

Exclusions

Exclusions that apply to this Benefit are in the Common Exclusions Section.

CHILD CARE CENTER BENEFIT

The Company will pay Benefit Amount shown in the *Schedule of Benefits*, subject to all applicable conditions and exclusions, for the care of each surviving Dependent Child in a Child Care Center, after school program or summer camp if an Accidental Death Benefit for the Insured Person is payable under this Policy and He is survived by one or more Dependent Children under Age 13; who 1. was enrolled in a Child Care Center on the date of the Accidental Death; or

enrolls in a Child Care Center within 365 days from the date of the Accidental Death.

This Benefit will be payable to the surviving Spouse if the Spouse has custody of the child. If the surviving Spouse does not have custody of the Dependent Child, benefits will be paid to the Dependent Child's legally appointed guardian. Payments will be made at the end of each 12 month period that begins after the date of the Insured Person's death. A claim must be submitted to the Company at the end of each 12 month period with proof of enrollment and attendance. A 12 month period begins:

- 1. when the Dependent Child enters a Child Care Center for the first time, within the period specified in 2. above after the Insured Person's death; or
- 2. on the first of the month following the Insured Person's death, if the Dependent Child was enrolled in a Child Care Center before the Insured Person's death.

Each succeeding 12-month period begins on the day immediately following the last day of the preceding period. Pro rata payments will be made for periods of enrollment in a Child Care Center of less than 12 months.

If there is no surviving Dependent Child at the time of the Insured Person's Covered Death, the Default Benefit shown in the *Schedule of Benefits* will be paid to the Insured Person's beneficiary.

Definitions

For purposes of this Benefit:

Child Care Center is a facility which:

- is licensed and run according to laws and regulations applicable to child care facilities; and
- 2. provides care and supervision for children in a group setting on a regular, daily basis including after school program and summer camp programs.

A Child Care Center does not include any of the following:

- 1. a Hospital;
- 2. the child's home; or
- 3. care provided during normal school hours while a child is attending grades one through twelve.

Exclusions

Exclusions that apply to this Benefit are in the Common Exclusions Section.

COMA BENEFIT

The Company will pay the Benefit Amount shown in the *Schedule of Benefits*, subject to all applicable conditions and exclusions, if an Insured Person suffers a Covered Injury that results in Coma, within the applicable time period specified in the *Schedule of Benefits*.

Definitions

For purposes of this Benefit:

Coma means a profound state of unconsciousness from which the Insured Person is not likely to be aroused through powerful stimulation. The Coma must begin within 60 days of the Covered Accident, continue for 30 consecutive days and must be diagnosed and treated regularly by a Physician. Coma does not mean any state of unconsciousness intentionally induced during the course of treatment of a Covered Injury unless the state of unconsciousness results from the administration of anesthesia in preparation for surgical treatment of injuries sustained in that Covered Accident.

Exclusions

Exclusions that apply to this Benefit are in the Common Exclusions Section.

EMERGENCY REUNION BENEFIT

The Company will pay the Benefit Amount shown in the *Schedule of Benefits*, subject to all applicable conditions and exclusions, to have one of the Insured Person's Immediate Family Member accompany Him to the Insured Person's Home Country or Hospital where the Insured Person is confined if:

- 1. the Emergency Medical Evacuation Benefit for a Covered Loss or Emergency Sickness is payable to the Insured Person under the Policy; and
- 2. the Insured Person is alone outside of His Home Country; and

In addition, the Company will pay the reasonable expenses incurred for lodging and meals for a period not to exceed 14 days.

This benefit will not exceed the lesser of:

- the cost of one round-trip economy airfare ticket and other local travel related expenses or
- 2. the reasonable expenses incurred for lodging and meals of the Insured Person's Immediate Family Member for a period of 14 days;
- 3. the Emergency Reunion Benefit Maximum shown in the *Schedule of Benefits*.

Definitions

For purposes of this coverage:

Home Country means a country from which the Insured Person holds a passport. If the Insured Person holds passports from more than one country, the Home Country will be the country declared to in writing as His Home Country.

Exclusions

Exclusions that apply to this benefit are in the Common Exclusions Section.

HOME ALTERATION AND VEHICLE MODIFICATION BENEFIT

The Company will pay the Benefit Amount shown in the *Schedule of Benefits*, subject to all applicable conditions and exclusions, if the Insured Person suffers a Covered Loss and when all of the following conditions are met:

- 1. before the date of the Covered Accident, the Insured Person did not require the use of any adaptive devices or adaptation of residence and/or vehicle;
- as a direct result of such Covered Accident, the Insured Person now requires such adaptive devices or adaptation of residence and/or vehicle to maintain an independent lifestyle; and
- 3. the Insured Person requires home alteration or vehicle modification within one year of the date of the Covered Loss.

Exclusions

Exclusions that apply to this Benefit are in the Common Exclusions Section.

MEDICAL EVACUATION BENEFIT

The Company will pay the Benefit Amount shown in the *Schedule of Benefits*, subject to all applicable conditions and exclusions, if the Insured Person suffers a Covered Injury or an Emergency Sickness that warrants His Emergency Evacuation while He is outside a 100 mile radius from His current place of primary residence. The Company will pay for Covered Emergency Evacuation Expenses reasonably incurred for all Emergency Evacuations from the same Covered Accident or all Emergency Sicknesses from the same or related causes.

The Physician ordering the Emergency Evacuation must certify that the severity of the Insured Person's Covered Injury or an Emergency Sickness warrants His Emergency Evacuation. All transportation arrangements made for the Emergency Evacuation must be by the most direct and economical Conveyance and route possible. **AXIS's travel assistance service provider** must make all arrangements and must authorize all expenses in advance for this Benefit to be payable. However, the Company reserves the right to determine the benefit payable, including any reductions, if it was not reasonably possible to contact **AXIS's travel assistance service provider** in advance.

Definitions

For purposes of this Benefit:

Covered Emergency Evacuation Expense(s) means an expense that: (1) is charged for a Medically Necessary Emergency Evacuation Service; (2) does not exceed the usual level of charges for similar transportation, treatment, services or supplies in the locality where the expense is incurred; and (3) does not include charges that would not have been made if no insurance existed; or (4) Usual and Customary Charges.

Emergency Evacuation means, if warranted by the severity of the Insured Person's Covered Injury or Emergency Sickness: (1) the Insured Person's immediate transportation from the place where He suffers a Covered Injury or Emergency Sickness to the nearest Hospital or other medical facility where appropriate medical treatment can be obtained; (2) the Insured Person's transportation to His current place of primary residence to obtain further medical treatment in a Hospital or other medical facility or to recover after suffering a Covered Injury or Emergency Sickness and being treated at a local Hospital or other medical facility; or (3) both (1) and (2) above. An Emergency Evacuation also includes medical treatment, medical services and medical supplies necessarily received in connection with such transportation.

Emergency Sickness means an illness or disease diagnosed by a Physician which:

- causes a severe or acute symptom that, if not provided with immediate treatment, would reasonably be expected to result in serious deterioration of the Insured Person's health or place His life in jeopardy; and
- 2. manifests itself suddenly and unexpectedly while the Insured Person is covered under this Policy.

Exclusions

Exclusions that apply to this Benefit are in the Common Exclusions Section.

PARALYSIS BENEFIT

The Company will pay the Benefit Amount shown on the *Schedule of Benefits* for that type of Paralysis, subject to all conditions and exclusions, if an Insured Person suffers Paralysis as a result of a Covered Injury. If the Insured Person suffers more than one type of Paralysis as a result of the same Covered Accident, only one amount, the largest, will be paid.

Definitions

For the purposes of this Benefit:

Paralysis/Paralyzed means Quadriplegia, Paraplegia, Hemiplegia or Uniplegia that is expected to last for a continuous period of 12 months or more from the earlier of the date of the Covered Accident causing paralysis or the date of the diagnosis. "Quadriplegia" means the complete and irreversible paralysis of both upper and lower limbs. "Paraplegia" means the complete and irreversible paralysis of both lower limbs or both upper limbs. "Hemiplegia" means the complete and irreversible paralysis of the upper and lower limbs of the same side

of the body. "Uniplegia" means the complete and irreversible paralysis of one limb. "Limb" means entire arm or entire leg.

Exclusions

Exclusions that apply to this Benefit are in the Common Exclusions Section.

PSYCHOLOGICAL TREATMENT BENEFIT

The Company will pay the Benefit Amount shown in the *Schedule of Benefits*, subject to all applicable conditions and exclusions, for mental health counseling to assist the Insured Person in dealing with the Covered Loss, if the Insured Person:

- suffers any one of the Covered Losses shown in the Accidental Death and Dismemberment Benefit Schedule of Benefits; and
- 2. obtains mental health counseling.

Exclusions

Exclusions that apply to this Benefit are in the Common Exclusions Section.

REHABILITATION BENEFIT

The Company will pay the Benefit Amount shown in the *Schedule of Benefits*, subject to all applicable conditions and exclusions, when the Insured Person requires Rehabilitation after sustaining a Covered Loss. The Insured Person must require Rehabilitation within 365 days of the Covered Loss.

Definitions

For purposes of this Benefit:

Rehabilitation means medical services, supplies, treatment, Hospital Confinement or part of a Hospital Confinement that satisfies all of the following conditions:

- 1. is essential for physical rehabilitation required due to the Insured Person's Covered Loss or Injury;
- 2. meets generally accepted standards of medical practice;
- 3. is performed under the care, supervision or order of a Physician; and
- 4. prepares the Insured Person to return to His or any other occupation.

Exclusions

Exclusions that apply to this Benefit are in the Common Exclusions Section.

REPATRIATION BENEFIT

The Company will pay the Benefit Amount shown in the *Schedule of Benefits*, subject to all applicable conditions and exclusions, if an Insured Person suffers Loss of Life due to a Covered Injury or an Emergency Sickness while outside a 100 mile radius from His current place of primary residence. The Company will pay for Covered Expenses reasonably incurred to return His body to His current place of primary residence.

Covered Expenses include, but are not limited to, expenses for: (1) embalming or cremation; (2) the most economical coffins or receptacles adequate for transportation of the remains; and (3) transportation of the remains by the most direct and economical Conveyance and route possible; or (4) Usual and Customary Charges.

AXIS's travel assistance service provider must make all arrangements and must authorize all expenses in advance for this Benefit to be payable. However, the Company reserves the right to determine the benefit payable, including any reductions, if it was not reasonably possible to contact **AXIS's travel assistance service provider** in advance

Definitions

For purposes of this Benefit:

Emergency Sickness means an illness or disease diagnosed by a Physician which:

- causes a severe or acute symptom that, if not provided with immediate treatment, would reasonably be expected to result in serious deterioration of the Insured Person's health or place His life in jeopardy; and
- 2. manifests itself suddenly and unexpectedly while the Insured Person is covered under this Policy.

Exclusions

Exclusions that apply to this Benefit are in the Common Exclusions Section.

SEATBELT AND AIRBAG BENEFIT

The Company will pay the Benefit Amount shown in the *Schedule of Benefits*, subject to all applicable conditions and exclusions, when the Insured Person's death results from a Covered Accident while wearing a seatbelt and operating or riding as a passenger in a Private Passenger Automobile. An additional benefit is provided if the Insured Person was also positioned in a seat protected by a properly-functioning and properly deployed Supplemental Restraint System (Airbag).

Verification of proper use of the seatbelt at the time of the Covered Accident and that the Supplemental Restraint System properly inflated upon impact must be a part of an official police report of the Covered Accident or be certified, in writing, by the investigating officer(s) and submitted with the Insured Person's claim to the Company.

If such certification or police report is not available or it is unclear whether the Insured Person was wearing a seatbelt or positioned in a seat protected by a properly functioning and properly deployed Supplemental Restraint System, the Company will pay a Default Benefit Amount shown in the *Schedule of Benefits* to the Insured Person's beneficiary.

In the case of a child, seatbelt means a child restraint, as required by state law and approved by the National Highway Traffic Safety Administration, properly secured and being used as recommended by its manufacturer for children of like Age and weight at the time of the Covered Accident.

Definitions

For purposes of this Benefit:

Supplemental Restraint System means an airbag that inflates upon impact for added protection to the head and chest areas or a child safety device.

Exclusions

Exclusions that apply to this Benefit are in the Common Exclusions Section.

SECURITY EVACUATION BENEFIT

The Company will pay the Benefit Amount shown in the *Schedule of Benefits*, subject to all applicable conditions and exclusions, if an Insured Person requires Security Evacuation as a result of an Occurrence that takes place while the Insured Person is traveling outside His Home Country. The Company will pay to Transport the Insured Person to the Nearest Place of Safety. The determination that a Security Evacuation is required must be made by a Designated Security Consultant and all arrangement must be made by **AXIS's travel assistance services provider** or the Company.

Benefits will be payable for eligible expenses up to the Benefit Amount shown in the *Schedule of Benefits*. Benefits will not be payable for Security Evacuation from or to an Excluded Country. Eligible expenses are for Transportation and Related Cost to the Nearest Place of Safety necessary to ensure the Insured Person's safety and well being as determined by the Designated Security Consultant. Security Evacuation Benefits are payable only once per Occurrence.

Benefits will also be payable for the Transportation and Related Cost within 5 days of the Security Evacuation to the following locations as chosen by the Insured Person:

- 1. back to the Host Country if return is safe and permitted; or
- 2. the Insured Person's Home Country;

If after the Security Evacuation is completed, it becomes clear that the Insured Person was an active participant in the events that led to an Occurrence, the Company has the right to recover all Transportation and Related Cost for the Insured Person .

Definitions

For purposes of this Benefit:

Designated Security Consultant means an employee of a security firm under contract with the Company or **AXIS's travel assistance services provider**, the designated service provider who is experienced in security and measures necessary to ensure the safety of the Insured Person(s) in His care.

Excluded Country/Countries This list may be changed at any time with 30 days advance notice to the Policyholder of the Company's change in its risk exposure for the Security Evacuation Coverage. Any country subject to the administration and enforcement of U.S economic embargoes and trade sanctions by the Office of Foreign Assets Control (OFAC) is a country from which Security Evacuations are not available under this benefit. The following countries are excluded from coverage: Afghanistan, Iraq.

Home Country means a country from which the Insured Person holds a passport. If the Insured Person holds passports from more than one country, the Home Country will be the country declared to in writing as His Home Country.

Host Country means the country, other than an Excluded Country, in which the Insured Person is traveling while covered under this Benefit.

Nearest Place of Safety means a location determined by the Designated Security Consultant where:

- 1. the Insured Person can be presumed safe from the Occurrence that precipitated the Insured Person's Security Evacuation; and
- 2. the Insured Person has access to Transportation; and
- 3. the Insured Person has availability to temporary lodging, if needed.

Occurrence means any of the following situations in which an Insured Person finds himself while covered under the Policy:

- 1. expulsion from a Host Country or being declared persona non grata on a written authority of the recognized government of the Host Country;
- 2. political or military events involving a Host Country, if the appropriate authorities issue an advisory stating that citizens of the Insured Person's Home Country or citizens of the Host Country should leave the Host Country;
- 3. verified physical attack or a verified threat of physical attack from a third party.

Related Cost means food, lodging and, if necessary, physical protection for the Insured Person during the Transport to the Nearest Place of Safety.

Security Evacuation means the extrication of an Insured Person from the Host Country due to an Occurrence which results in the Insured Person being placed in imminent danger.

Transport/Transportation means the most efficient and available method of Conveyance. In all cases where practical, economy fare will be utilized or if possible, the Insured Person's Common Carrier ticket.

Exclusions

Other than the list of Excluded Countries, exclusions that apply to this Benefit are in the Common Exclusions Section.

SPECIAL EDUCATION BENEFIT

The Company will pay the Benefit Amount, up to the Maximum Benefit shown in the *Schedule of Benefits*, for each qualifying Dependent Child and surviving Spouse of the Insured Person whose death for which an Accidental Death Benefit is payable under this Policy. This Benefit is subject to the conditions and exclusions described below.

A qualifying Dependent Child must:

- 1. be a full-time student in an accredited school of higher learning beyond the 12th grade level on the date of the Insured Person's Covered Loss;
- continue His education as a full-time student in such accredited school of higher learning; and
- 3. incur expenses for tuition, fees, books, room and board, transportation and any other costs payable directly to, or approved and certified by, such school.

A qualifying surviving Spouse must:

- begin studies in any accredited school for the purpose of retraining or refreshing skills needed for employment within one year of the date of the Insured Person's Covered Loss;
- 2. continue studies in such accredited school; and
- 3. incur expenses payable directly to, or approved by, such school.

Payments will be made to each qualifying Dependent Child or to the child's legal guardian, if the child is a minor at the end of each year for the number of years shown in the *Schedule of Benefits*. The Company must receive proof satisfactory to the Company of the Dependent Child's enrollment and attendance within 31 days of the end of each year. The first year for which a Special Education Benefit is payable will begin on the first of the month following the date the Insured Person died, as shown in the *Schedule of Benefits* if the surviving Dependent Child was a full-time student on that date in an accredited school of higher learning beyond the 12th grade; otherwise on the date He begins studies in such school. Each succeeding year for which benefits are payable will begin on the date following the end of the preceding year.

If no Dependent Child qualifies for Special Education Benefits within 365 days of the Insured Person's death, the Company will pay the Default Benefit Amount shown in the *Schedule of Benefits* to His beneficiary.

Payments will be made to the surviving Spouse at the end of each year for the number of years shown in the *Schedule of Benefits*. The Company must receive proof satisfactory to the Company of the Spouse's attendance within 31 days of the end of each year. The first year for which a Special Education Benefit is payable will begin on the date the surviving Spouse begins studies in an accredited school for the first time following the date the Insured Person died. Each succeeding year for which benefits are payable will begin on the date following the end of the preceding year.

If a surviving Spouse does not qualify for Special Education Benefits within 365 days of the Insured Person's death, the Company will pay the Default Benefit Amount shown in the *Schedule of Benefits* to the Insured Person if He is Permanently Totally Disabled, or His beneficiary.

Exclusions

Exclusions that apply to this Benefit are in the Common Exclusions Section.

Underwritten by: AXIS INSURANCE COMPANY 111 South Wacker Drive, Suite 3500 Chicago, IL 60606 (A Stock Company)

Administrative Office: 1 University Square Drive, Suite 200 Princeton, NJ 08540

Policyholder: Northwestern University Policy Number: BTAB-51274-1535

Effective Date of this Rider: January 1, 2017

NATURAL DISASTER EVACUATION BENEFIT RIDER

This Rider is attached to and made part of the Policy as of the Effective Date shown above. It is subject to all of the provisions, limitations and exclusions of the Policy except as they are specifically modified by this Rider. See the Schedule of Benefits of the Policy for the applicability of this Rider with respect to each class of Insured Persons and each Condition of Coverage.

RIDER SCHEDULE

NATURAL DISASTER EVACUATION BENEFIT

Class(es) 1-2-3

Benefit Amount \$100,000 Rider Aggregate Maximum \$1,000,000

Not more than the Rider Aggregate Maximum specified above will be paid for Natural Disaster Evacuation eligible expenses for all Insured Persons as the result of any one Occurrence. If this amount does not allow all Insured Persons to be paid the Benefit Amounts this Policy otherwise provides, the amount paid will be the proportion of the Insured Person's loss to the total of all losses, multiplied by the Rider Aggregate Maximum.

DESCRIPTION OF BENEFIT

The Company will pay the Benefit Amount shown in the Rider Schedule, subject to all applicable conditions and exclusions, if an Insured Person requires a Natural Disaster Evacuation as a result of an Occurrence that takes place while traveling outside His Home Country. The Company will pay eligible expenses up to the Benefit Amount shown in the Rider Schedule to Transport the Insured Person to the Nearest Place of Safety.

All Natural Disaster Evacuation arrangement must be made through and approved by the Company. The Company is not responsible for the availability of Transport Services.

Benefits will not be payable for Natural Disaster Evacuation from or to an Excluded Country. Covered Expenses are for Transportation and Related Cost to the Nearest Place of Safety necessary to ensure the Insured Person's safety and well-being. Benefits are payable only once per Occurrence.

Benefits will also be payable for the Transportation and Related Cost within 5 days of the Natural Disaster Evacuation to the following locations as chosen by the Insured Person:

- 1. back to the Host Country if return is safe and permitted; or
- 2. the Insured Person's Home Country;

The Company will make all reasonable efforts to provide the services contained in this Rider but are not responsible for the availability of these services.

Definitions For purposes of this benefit:

Excluded Country/Countries means the following countries: Afghanistan, Iraq This list may be changed at any time with 30 days advance notice to the Policyholder of the Company's change in its risk exposure for the Natural Disaster Evacuation Coverage. Any country subject to the administration and enforcement of U.S economic embargoes and trade sanctions by the Office of Foreign Assets Control (OFAC) is a country from which Natural Disaster Evacuations are not available under this benefit.

Home Country means a country from which the Insured Person holds a passport. If the Insured Person holds passports from more than one country, the Home Country will be the country declared to in writing as His Home Country.

Host Country means the country, other than an Excluded Country, in which the Insured Person is traveling while covered under this Rider.

Imminent Physical Danger means the Insured Person is subject to possible physical injury or sickness that could result in grave physical harm or death.

Natural Disaster means an event, including but not limited to wind storm, rain, snow, hail, lightning, dust or stand storm, earthquake, tornado, flood, volcanic eruption, wildfire or other similar event that

- 1. is due to natural causes; and
- 2. results in widespread severe damage such that the area of damage is officially declared a disaster area by the government of the Host Country and the area is deemed to be uninhabitable or dangerous.

Natural Disaster Evacuation means the extrication of an Insured Person from the Host Country due to an Occurrence which results in the Insured Person being placed in Imminent Physical Danger.

Nearest Place of Safety means a location where:

- 1. the Insured Person can be presumed safe from the Occurrence that precipitated the Insured Person's Natural Disaster Evacuation:
- 2. the Insured Person has access to Transportation; and
- 3. the Insured Person has availability to temporary lodging, if needed.

Occurrence means Natural Disaster that takes place while an Insured Person is covered under this Rider.

Related Cost means food, lodging and, if necessary, physical protection for the Insured Person during the Transport to the Nearest Place of Safety.

Transport/Transportation means the most efficient and available method of conveyance. In all cases, where practical, economy fare will be utilized. If possible, the Insured Person's previously purchased Common Carrier tickets will be used.

Exclusions

Other than the list of Excluded Countries, Exclusions that apply to this benefit are in the Common Exclusions Section.

The President and Secretary witness this Rider:

Secretary

President

ILLINOIS LIFE AND HEALTH INSURANCE GUARANTY ASSOCIATION LAW ILLINOIS LIFE AND HEALTH INSURANCE GUARANTY ASSOCIATION

Residents of Illinois who purchase health insurance, life insurance and annuities should know that insurance companies licensed in Illinois to write these types of insurance are members of the Illinois Life and Health Insurance Guaranty Association. The purpose of this Guaranty Association is to assure that policyholders will be protected, within limits, in the unlikely event that a member insurer becomes financially unable to meet its policy obligations. If this should happen, the Guaranty Association will assess its other member insurance companies for the money to pay the covered claims of policyholders that live in Illinois (and their payees, beneficiaries, and assignees) and, in some cases, to keep coverage in force. The valuable extra protection provided by these insurers through the Guaranty Association is not unlimited, however, as noted below.

Important Disclaimer

The Illinois Life and Health Insurance Guaranty Association provides coverage of claims under some types of policies if the insurer becomes impaired or insolvent. COVERAGE MAY NOT BE AVAILABLE FOR YOUR POLICY. Even if coverage is provided, there are substantial limitations and exclusions. Coverage is generally conditioned on continued residency in Illinois. Other conditions may also preclude coverage.

You should not rely on coverage under the Illinois Life and Health Insurance Guaranty Association when selecting an insurer. Your insurer and agent are prohibited by law from using the existence of the Association or its coverage to sell you an insurance policy.

The Illinois Life and Health Insurance Guaranty Association or the Illinois Department of Insurance will respond to any questions you may have which are not answered by this document. Policyholders with additional questions may contact:

Illinois Life and Health Insurance Guaranty Association 8420 West Byrn Mawr Avenue Chicago, Illinois 60631 (773) 714-8050

> Illinois Department of Insurance 320 West Washington Street 4th Floor Springfield, Illinois 62767 (217) 782-4515

The Illinois law that provides for this safety net coverage is called the Illinois Life and Health Insurance Guaranty Association Law ("Law") (215 ILCS 5/531.01, et seq). The following contains a brief summary of the Law's coverages, exclusions, and limits. This summary does not cover all provisions, nor does it in any way change anyone's rights or obligations under the Law or the rights or obligations of the Guaranty Association. If you have obtained this document from an agent in connection with the purchase of a policy, you should be aware that its delivery to you does not guarantee that your policy is covered by the Guaranty Association.

COVERAGE

The Illinois Life and Health Insurance Guaranty Association provides coverage to policyholders that reside in Illinois for insurance issued by members of the Guaranty Association, including:

- 1) life insurance, health insurance, and annuity contracts;
- 2) life, health or annuity certificates under direct group policies or contracts;
- 3) unallocated annuity contracts; and
- contracts to furnish health care services and subscription certificates for medical or health care services issued by certain licensed entities. The beneficiaries, payees, or assignees of such persons are also protected, even if they live in another state.

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EXCLUSIONS FOR COVERAGE

- 1) The Guaranty Association does not provide coverage for:
 - any policy or portion of a policy for which the individual has assumed the risk;
 - any policy of reinsurance (unless an assumption certificate was issued);
 - interest rate guarantees which exceed certain statutory limitations;
 - certain unallocated annuity contracts issued to an employee benefit plan protected under the Pension Benefit Guaranty Corporation and any portion of the contract which is not issued to or in connection with a specific employee, union or association of natural persons benefit plan or a government lottery;
 - any portion of a variable life insurance or variable annuity contract not guaranteed by an insurer; or
 - any stop loss insurance.
- 2) In addition, persons are not protected by the Guaranty Association if:
 - A) the Illinois Director of Insurance determines that, in the case of an insurer which is not domiciled in Illinois, the insurer's home state provides substantially similar protection to Illinois residents which will be provided in a timely manner; or
 - B) Their policy was issued by an organization which is not a member insurer of the Association.

LIMITS ON AMOUNTS OF COVERAGE

- 1) The Law also limits the amount the Illinois Life and Health Insurance Guaranty Association is obligated to pay. The Guaranty Association's liability is limited to the lesser of either:
 - A) The contractual obligations for which the insurer is liable for which the insure would have been liable if it were not an impaired or insolvent insurer, or
 - B) With respect to any one life, regardless of the number of policies, contracts, or certificates:
 - In the case of life insurance, \$300,000 in death benefits but not more than \$100,000 in net cash surrender of withdrawal values;
 - ii) In the case of health insurance, \$300,000 in health insurance benefits, including net cash surrender of withdrawal values; and
 - iii) With respect to annuities, \$100,000 in the present value of annuity benefits, including net cash surrender or withdrawal values, and \$100,000 in the present value of annuity benefits for individual participating in certain government retirement plans covered by an unallocated annuity contract. The limit for coverage of unallocated annuity contracts other than those issued to certain governmental retirement plans is \$5,000,000 in benefits per contract holder, regardless of the number of contracts.
- 2) However, in no event is the Guaranty Association liable for more than \$300,000 with respect to any one individual.



HIPAA PRIVACY NOTICE

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

AXIS Insurance Company values its relationship with you. Protecting the privacy of the information we have about you is of great importance to us. We want you to understand how we protect the confidentially of information as well as how and why we use and disclose it. We are required by law to maintain the privacy of protected health information and to provide you with notice of our legal duties and privacy practices with respect to this information. "Protected health information" includes any individually identifiable information that we obtain from you or others that relates to your physical or mental health, the health care you have received, or payment for your healthcare.

This privacy policy applies to policies underwritten by AXIS Insurance Company. This notice explains your rights. It also explains our legal duties and privacy practices. We are required by federal law to give you this notice. We reserve the right to change the terms of this notice, and should that occur, we will provide you with a copy of the new notice.

HOW WE MAY USE AND DISCLOSE YOUR PROTECTED HEALTH INFORMATION

We use and disclose your Protected Health Information (PHI) for the purposes of your treatment, for payment and for health care operations. Not every use or disclosure in a category is listed. However all of the ways that we may use or disclose PHI will fall within one of these categories.

Your Authorization: Except as outlined below, we will not use or disclose your PHI for any purpose unless you have signed a form authorizing use or disclosure. You may take away this authorization at any time, in writing. We will then stop using your PHI for that purpose. But, if we have already used or shared your PHI based on your authorization, we cannot undo any actions we took before you told us to stop.

For Payment: We use and disclose PHI as necessary for payment purposes. For example, we may use your PHI to process a claim or may give information to a doctor's office to confirm your benefits.

For Health Care Operations: We use and disclose PHI for our health care operations such as customer service, premium rating, fraud and abuse prevention and detection, and other functions related to your health policy. For example, we may use PHI to review the quality of care and services you get. We may also use PHI to provide you with case management or care coordination services.

For Treatment Activities: We do not provide treatment. This is the role of a health care provider such as your doctor or a hospital. But, we may share PHI with your health care provider so that the provider may treat you.

To Others: You may authorize us in writing to give your PHI to someone else for any reason. Also, if you are present, and provide authorization, we may give your PHI to a family member, friend or other person. We would do this if it has to do with your current treatment or payment for your treatment. If you are unavailable, incapacitated, or facing an emergency medical situation, we may share limited PHI with a family member, friend or other person if sharing your PHI is in your best interest.

As Allowed or Required by Law: We may also use or disclose your PHI, as allowed by federal law, for many types of activities. PHI can be shared for health oversight activities. It can also be shared for judicial or administrative proceedings, with public health authorities, for law enforcement reasons, and to coroners, funeral directors or medical examiners (about decedents). PHI can also be shared for certain reasons with organ donation groups, for research, and to avoid a serious threat to health or safety. It can be shared for special government functions, for workers' compensation, to respond to requests from the U.S. Department of Health and Human Services and to alert proper authorities if we reasonably believe that you may be a victim of abuse, neglect, domestic violence or other crimes. PHI can also be shared for any purpose as required by law.

We may share PHI with the sponsor of the plan or use in the administration of the plan. Plan sponsors that receive PHI are required by law to have controls in place to keep it from being used for reasons that are not proper.

YOUR HIPAA PRIVACY RIGHTS Access to Your PHI

You have the right to obtain a copy and inspect specific items of your PHI, such as your policy or claim information, for as long as we maintain it. We may deny your request to access certain PHI, as permitted or required by law. We may require your request for access in writing. Your request for access should contain as much detail as possible regarding the PHI you wish to review. We may charge a reasonable fee for access to your PHI.

Amendments to Your PHI

You have the right to request that the PHI we maintain about you be amended or corrected if you believe it is incorrect. We are not legally obligated to make all requested amendments but will give each request appropriate consideration. Requests for amendment must be in writing and must state the reasons for the amendment request.

Accounting for Disclosures of Your PHI

You have the right to request an accounting of certain disclosures made by us of your PHI. Examples of disclosures that we are required to account for include those to state insurance departments, pursuant to valid legal process, or for law enforcement purposes. Requests must be made in writing. We are not legally obligated to provide an accounting of every disclosure but will give each request appropriate consideration. The accounting will not include disclosures made prior to June 1, 2011.

Restrictions on Uses and Disclosures of Your PHI

You have the right to request restrictions on certain uses and disclosures of your PHI for treatment, payment, or health care operations by notifying us of your request for a restriction in writing. We are not legally required to agree to your restriction request but will give each request appropriate consideration.

Confidential Communication of PHI

You have the right to request to receive communications from us regarding your PHI by another method of contact or at an alternative address. We will accommodate reasonable requests, which must clearly state that disclosure of all or part of the information could endanger your health or safety.

Right to a Copy of the Notice – You have the right to a paper copy of this Notice upon request by contacting us at the telephone number or address below.

Potential Impact of Other Applicable Laws

HIPAA (the federal privacy law) generally does not preempt, or override other laws that give people greater privacy protections. As a result, if any state or federal privacy law requires us to provide you with more privacy protections, then we must also follow that law in addition to HIPAA.

Complaints

If you think we have not protected your privacy, you can file a complaint with us. You may also file a complaint with the Office for Civil Rights in the U.S. Department of Health and Human Services in Washington, D.C. We will not take action against you for filing a complaint.

Contact Information

If you have questions or need further assistance regarding this Notice, or wish to exercise any of the abovementioned rights, you may write to us at

Administrative Address:

AXIS Insurance Company
1 University Square Drive, Suite 200
Princeton, NJ 08540
888.870.AXIS (2947)
General questions - please send to USSales.AccHealth@axiscapital.com

Please include your name, address, plan sponsor, and policy number in any correspondence.

Effective June 1, 2011

OFAC NOTICE

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