

CHUBB®

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Business Travel Accident  
INSURANCE PROGRAM  
Issued by  
FEDERAL INSURANCE COMPANY  
FOR  
DAEMEN COLLEGE

Chubb Underwriting Office: FEDERAL INSURANCE COMPANY  
202B Hall's Mill Road  
P.O. Box 1650  
Whitehouse Station, New Jersey 08889-1650

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

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

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**Please Read This Policy Carefully**

BTA5000

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## Insuring Agreement

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### Section I

**Policyholder's Name and Address:**

DAEMEN COLLEGE  
4380 MAIN STREET  
AMHERST, NY 14226  
Policy Number: 9908-56-44  
Effective Date: 06/01/2022  
Anniversary Date: June 1

*Chubb*

*202B Hall's Mill Road, P.O. Box 1650  
Whitehouse Station, New Jersey 08889-1650*

*Issued by the stock insurance company  
indicated below:*

**FEDERAL INSURANCE COMPANY**

## Premium Summary

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### Section I - Premium Due Date

06/01/2022

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### Section II - Premium Payment

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

Business Travel Accident

Amount Due:

\$5,808

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

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## Schedule of Benefits

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*Chubb Group of Insurance Companies  
202B Hall's Mill Road, P.O. Box 1650  
Whitehouse Station, New Jersey 08889-1650*

**Policyholder's Name:**  
DAEMEN COLLEGE

*Issued by the stock insurance company  
indicated below:*

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

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### Section I - Insured Persons

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

| <b>Class</b> | <b>Description</b>  |
|--------------|---|
| 1            | All Active Officers, Faculty, Full-Time and Part-Time Employees residing in the U.S. or Canada working a minimum of 20 hours per week |
| 2            | All Trustees residing in the U.S. or Canada   |
| 3            | Spouse or Domestic Partner of the Primary Insured Person  |
| 4            | Dependent Children of the Primary Insured Person  |

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

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### Section II - Qualification Period

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

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

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### Section III - Hazards

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

| <b>Class</b> | <b>Hazard(s)</b>                                  |
|--------------|---|
| 1            | 24 Hour Business Travel, Felonious Assault, Bomb  |
| 2            | Trustees Business Travel, Felonious Assault, Bomb |
| 3            | Business Travel Family                            |
| 4            | Business Travel Family                            |

If, subject to all the terms and conditions of this policy an **Insured Person** has insurance for covered loss on the date of an **Accident**, covered under multiple **Hazards** described above, then only one **Benefit Amount** Insured

## Section IV - Benefits

### A) Principal Sum

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

| <b>Class</b> | <b>Hazard</b>            | <b>Principal Sum</b> |
|--------------|--------------------------|----------------------|
| 1            | 24 Hour Business Travel  | \$100,000            |
| 1            | Felonious Assault        | \$100,000            |
| 1            | Bomb                     | \$100,000            |
| 2            | Trustees Business Travel | \$100,000            |
| 2            | Felonious Assault        | \$100,000            |
| 2            | Bomb                     | \$100,000            |
| 3            | Business Travel Family   | \$50,000             |
| 4            | Business Travel Family   | \$25,000             |

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## B) Accidental Death and Dismemberment Benefits:

This benefit applies to all **Classes** of **Insured Persons**. The following are **Losses** insured and the corresponding **Benefit Amount** expressed as a percentage of the **Principal Sum**:

**Class(es)**

All

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

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

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

## C) Additional Benefits

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

### Child Care Expense

#### **Class 1**

**Benefit Amount** 5% of the **Principal Sum** to a maximum of \$5,000 annually for each **Dependent Child**

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

**Maximum Benefit Amount** \$25,000

#### **Class 2**

**Benefit Amount** 5% of the **Principal Sum** to a maximum of \$5,000 annually for each **Dependent Child**

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

**Maximum Benefit Amount** \$25,000

#### **Class 3**

**Benefit Amount** 5% of the **Principal Sum** to a maximum of \$5,000 annually for each **Dependent Child**

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

**Maximum Benefit Amount** \$25,000

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





**Class 3**

**Maximum Benefit Amount** Unlimited

**Benefit Amount(Hospital Admission Guaranty)** \$5,000

**Benefit Amount(Medical Expenses)** \$100,000

**Family Travel Expense**

(**Maximum Per Day**) \$100

(**Maximum Number of Days**) 5

**Class 4**

**Maximum Benefit Amount** Unlimited

**Benefit Amount(Hospital Admission Guaranty)** \$5,000

**Benefit Amount(Medical Expenses)** \$100,000

**Family Travel Expense**

(**Maximum Per Day**) \$100

(**Maximum Number of Days**) 5

The **Benefit Amounts** shown above for Hospital Admission Guaranty, Medical Expenses and Family Travel Expense, are part of, and not in addition to, the **Maximum Benefit Amount** for **Medical Evacuation and Repatriation**.

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

**Psychological Therapy**

**Class 1**

**Benefit Amount** 5% of the **Principal Sum** up to a maximum of \$25,000

**Class 2**

**Benefit Amount** 5% of the **Principal Sum** up to a maximum of \$25,000

**Class 3**

**Benefit Amount** 5% of the **Principal Sum** up to a maximum of \$25,000

**Class 4**

**Benefit Amount** 5% of the **Principal Sum** up to a maximum of \$25,000

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

**Rehabilitation Expense**

**Class 1**

**Benefit Amount** 5% of the **Principal Sum** up to a maximum of \$25,000

**Class 2**

**Benefit Amount** 5% of the **Principal Sum** up to a maximum of \$25,000

**Class 3**

**Benefit Amount** 5% of the **Principal Sum** up to a maximum of \$25,000

**Class 4**

**Benefit Amount** 5% of the **Principal Sum** up to a maximum of \$25,000

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

**Seat Belt and Occupant Protection Device**

**Class 1**

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

Alternate **Benefit Amount** \$1,000

**Benefit Amount** for **Occupant Protection Device** 10% of the **Principal Sum**

Maximum **Benefit Amount** for **Seat Belt** and **Occupant Protection Device** 20% of the **Principal Sum** to a maximum of \$50,000

**Class 2**

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

Alternate **Benefit Amount** \$1,000

**Benefit Amount for Occupant Protection Device** 10% of the **Principal Sum**

Maximum **Benefit Amount** for **SeatBelt** and **Occupant Protection Device** 20% of the **Principal Sum**  
to a maximum of \$50,000

**Class 3**

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

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## Hazards

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### **Business Travel Family Hazard**

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

## **Felonious Assault Hazard**

**Felonious Assault Hazard** means all circumstances, subject to the terms and conditions of this policy, arising from and occurring due to a **Felonious Assault** committed or attempted against a **Primary Insured Person** while such **Primary Insured Person** is performing the duties of his or her regular occupation on behalf of the **Policyholder** on the **Policyholder's** premises.

### **Limitation on Felonious Assault**

Insurance under this **Felonious Assault Hazard** does not apply:

- 1) to a **Primary Insured Person**, if that **Primary Insured Person** commits the **Felonious Assault**; or
- 2) a **Felonious Assault** committed by the **Primary Insured Person's Immediate Family Member**.

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## **24 Hour Business Travel Hazard**

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

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

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

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## Contract

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### Section I - Insurance

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

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#### Accidental Death and Dismemberment

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

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#### Child Care Expense

We will reimburse **Child Care Expenses** up to the **Benefit Amount** for **Child Care Expense**, shown in Section IV-C of the Schedule of Benefits, if **Accidental Bodily Injury** causes a **Primary Insured Person's** covered **Loss of Life**. The **Benefit Amount** for **Child Care Expense** is payable in addition to any other applicable **Benefit Amounts** payable under this policy.

This insurance applies only if the Primary Insured Person has a **Dependent Child** under the age of thirteen (13) years for whom **Child Care Expenses** are incurred within 365 days of a **Primary Insured Person's** covered **Loss of Life**.

We will reimburse **Child Care Expenses** for each eligible **Dependent Child**. However, **Our** total payment will not exceed the **Maximum Benefit Amount** for **Child Care Expense** shown in Section IV-C of the Schedule of Benefits, regardless of the number of **Dependent Children** for whom payment is made.

If, on the date of a **Primary Insured Person's** covered **Loss of Life**, a Primary Insured Person has insurance under this policy for a **Dependent Child**, but does not have any **Dependent Child** eligible for **Child Care Expense** payments, then We will pay the Alternate **Benefit Amount**, shown in Section IV-C of the Schedule of Benefits. If We pay this Alternate **Benefit Amount**, then We will not make any further payments for **Child Care Expense**.

**Child Care Expenses** shall be paid to the natural person who incurs such expenses for the **Dependent Child**. The Alternate **Benefit Amount** in lieu of **Child Care Expense** reimbursement shall be paid as stated

## Education Expense

We will reimburse **Education Expense** up to the **Benefit Amount** for **Education Expense**, shown in Section IV-C of the Schedule of Benefits, if **Accidental Bodily Injury** causes a **Primary Insured Person's** covered **Loss of Life**. The **Benefit Amount** for **Education Expense** is payable in addition to any other applicable **Benefit Amounts** under this policy.

This insurance applies only if the **Primary Insured Person** has a **Dependent Child** at the time of a covered **Loss of Life** who:

- 1) is enrolled as a full-time student at an **Institution of Higher Learning** on the date of the **Primary Insured Person's** covered **Loss of Life**; or
- 2) subsequently enrolls as a full-time student at an **Institution of Higher Learning** within three hundred sixty-five (365) days following the date of the **Primary Insured Person's** covered **Loss of Life**; and
- 3) incurs **Education Expense**.

We will make **Education Expense** payments for each eligible **Dependent Child**. However, **Our** total annual payment for each **Dependent Child** will not exceed the annual **Benefit Amount** for **Education Expense**, shown in Section IV-C of the Schedule of Benefits. Our **Education Expense** payment is limited to four (4) consecutive years for each **Dependent Child**. In no event will **Our** total payment exceed the **Maximum Benefit Amount** shown in Section IV - C of the Schedule of Benefits.

If, on the date of a **Primary Insured Person's** covered **Loss of Life**, a **Primary Insured Person** has insurance under this policy for a **Dependent Child**, but does not have any **Dependent Child** eligible for **Education Expense** payments, then **We** will pay the Alternate **Benefit Amount** shown in Section IV-C of the Schedule of Benefits. If **We** pay this Alternate **Benefit Amount**, then **We** will not make any further payments for **Education Expense**.

The **Benefit Amount** for **Education Expense** shall be paid to the natural person who incurs the expense. The Alternate **Benefit Amount** in lieu of **Education Expense** reimbursement shall be paid as stated in the Beneficiary provision under Section VIII- General Provisions of the Contract.

### Limitation on Education Expense

The following limitations apply with respect to **Education Expense**:

- 1) an **Insured Person** does not include a **Dependent Child**;
  - 2) in the event of a **Common Accident** only one **Benefit Amount** for **Education Expense** shall be paid. This **Benefit Amount** will be determined using the **Primary Insured Person's Principal Sum**.
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## **Home Alteration or Vehicle Modification**

We will reimburse charges up to the **Benefit Amount** for **Home Alteration** or the **Benefit Amount** for **Vehicle Modification**

certifies that the expenses are necessary to prevent death or serious deterioration of the **Insured Person's** medical condition. The **Benefit Amount** for the medical expense is payable on an excess basis. **We** will determine the **Reasonable and Customary Charge** for the covered medical expense. **We** will then reduce that amount by amounts already paid or payable by any **Other Plan**. **We** will pay the resulting amount but in no event will we pay more than the **Benefit Amount** for medical expenses, shown in Section IV-C of the Schedule of Benefits. The medical expenses must be the result of **Medical Services** that are coordinated or arranged by **Our Assistance Services Administrator**.

If an **Insured Person's Accidental Bodily Injury**



## Psychological Therapy Expense

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

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

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

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

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

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

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

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## Rehabilitation

We will pay up to the **Benefit Amount** for **Rehabilitation**, shown in Section IV-C of the Schedule of Benefits, if **Accidental Bodily Injury** causes a **Primary Insured Person** to suffer a covered **Loss** which:

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

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

The **Benefit Amount** for **Rehabilitation** is payable in addition to any other applicable **Benefit Amounts** such as /E

- 1) the total

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

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

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

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

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

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## **Section II - Eligibility, Effective Date and Termination**

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### **Eligibility**

A person becomes insured under this policy if:

- 1) such person is a member of an eligible **Class**

### Section III - Extensions Of Insurance

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

#### Disappearance

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

#### Exposure

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

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

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

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

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

### Section V - Territory

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This insurance applies worldwide.

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### Section VI - General Exclusions

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

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

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

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

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

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

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## **Disease or Illness**

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

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

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## **Service in the Armed Forces**

This insurance does not apply to any **Accident, Accidental Bodily Injury** or **Loss** caused by or resulting from, directly or indirectly, an **Insured Person** participating in military action while in active service.

## **War**

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

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## **Section VII - Definitions**

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

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*Accident or Accidental*

*Bomb*

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

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*Bomb Explosion*

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

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*Bomb Scare*

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

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*Bomb Search*

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

Company

**Company** means FEDERAL INSURANCE COMPANY.

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Conveyance

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

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Covered Expenses

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







### Hijacking /Skyjacking

**Hijacking /Skyjacking** means the unlawful seizure or wrongful exercise of control of an aircraft or conveyance and its crew, in which an **Insured Person** is traveling.

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### Home Alteration

**Home Alteration** means changes to an **Insured Person's** primary residence that are necessary to make the residence accessible and habitable for such **Insured Person**.

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### Hospital

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

- 1) is licensed in accordance with the laws of the jurisdiction where it is located;
- 2) is accredited by the Joint Commission on Accreditation of Hospitals;
- 3) operates for the reception, care and treatment of sick, ailing or injured persons as in-patients;
- 4)

### Incapacitated Dependent Child

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

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

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### Institution of Higher Learning

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

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### Insured Person

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

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

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### Leased Aircraft

**Leased Aircraft** means an aircraft not owned by the **Policyholder**, which is subject to a written lease agreement between the **Policyholder** and the lessor. The **Policyholder** uses the aircraft as it wishes for the term of the written lease agreement. The **Policyholder** cannot alter or sell the aircraft without the consent of the lessor. **Leased Aircraft** does not include aircraft which are chartered for single trips.

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### Loss

**Loss** means **Accidental**:

- Loss of Foot**
- Loss of Hand**
- Loss of Hearing**
- Loss of Life**
- Loss of Sight**
- Loss of Sight of One Eye**

### Loss of Foot

**Loss of Foot** means the total and permanent loss of function of a foot. In the event of complete severance through or above the ankle joint, **We** will consider such severance a **Loss of Foot** even if the foot is later reattached. If the reattachment fails and amputation becomes necessary, then **We** will not pay an additional **Benefit Amount** for such amputation.

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### Loss of Hand

**Loss of Hand** means total and permanent loss of function of a hand as determined by a **Physician**. In the event of complete severance, as determined by a **Physician**, at or above the metacarpal phalangeal joints of at least four (4) fingers on the same hand or at least three (3) fingers and the thumb on the same hand, **We** will consider such severance a **Loss of Hand** even if the hand, fingers or thumb are later reattached. If the reattachment fails and amputation becomes necessary, then **We** will not pay an additional **Benefit Amount** for such amputation.

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### Loss of Hearing

**Loss of Hearing** means permanent, irrecoverable and total deafness, as determined by a **Physician**, with an auditory threshold of more than 90 decibels in each ear. The deafness cannot be corrected by any aid or device, as determined by a **Physician**.

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### Loss of Life

**Loss of Life** means death, including clinical death, as determined by the local governing medical authority where such death occurs within 365 days after an **Accident**.

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### Loss of Sight

**Loss of Sight** means permanent loss of vision. Remaining vision must be no better than 20/200 using a corrective aid or device, as determined by a **Physician**.

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### Loss of Sight of One Eye

**Loss of Sight of One Eye** means permanent loss of vision of one eye. Remaining vision in that eye must be no better than 20/200 using a corrective aid or device, as determined by a **Physician**.

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### Loss of Speech

**Loss of Speech** means the permanent, irrecoverable and total loss of the capability of speech without the

Medical Evacuation

**Medical Evacuation** means:

- 1) the emergency transportation of an **Insured Person** from the location where such **Insured Person** is injured or becomes ill to the nearest **Hospital** where appropriate medical care and treatment can be provided; or

### Operated Aircraft

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

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### Other Plan

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

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### Owned Aircraft

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

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### Paraplegia

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

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### Permanent Total Disability

**Permanent Total Disability** means **Total Disability** that:

- 1) continues without interruption during, and subsequent to, the **Elimination Period** if any; and
  - 2) is reasonably expected, in the opinion of a **Physician** approved by **Us**, to continue without interruption and without expectation of full or partial recovery for the rest of a **Primary Insured Person's** life.
- 

### Personal Excursion

**Personal Excursion** means travel or activities that are unrelated to the **Policyholder's** business and which take place away from a **Primary Insured Person's** residence or regular place of employment. Such travel or activities must coincide with the **Primary Insured Person's Business Travel** or **Relocation Travel**.

**Personal Excursion** is limited to any consecutive 7 day period immediately prior to, during or immediately following such **Business Travel** or **Relocation Travel**.

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### Physician

**Physician** means a licensed practitioner of the healing arts, acting within the scope of his or her license to the extent provided by the laws of the jurisdiction in which medical treatment is provided. **Physician** does not include:

- 1) an **Insured Person**;
  - 2) an **Immediate Family Member**.
-

Policyholder

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

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Primary Insured Person

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

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

Principal Sum

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

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Private Passenger Automobile

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

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Proof of Loss

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

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Psychological Therapy

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

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Psychological Therapy Expense

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

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Quadriplegia

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

---

Reasonable and Customary Charge

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

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

Rehabilitation

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

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

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

---

Rehabilitation Expense

**Rehabilitation Expense** means



### Seat Belt

**Seat Belt** means a lap or lap and shoulder restraint device or a child restraint device, which meets the published standards of the U. S. National Highway Transportation Safety Board and has been installed in accordance with the manufacturer's instructions.

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### Specialized Aviation Activity

**Specialized Aviation Activity** means use of a properly certified aircraft for the following:

any flight on a rocket propelled or rocket launched aircraft

**Specialized Aviation Activity** shall include any flight which requires a special permit or waiver from a governmental authority having jurisdiction over civil aviation, whether or not such permit or waiver is granted.

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### Spouse

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

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### Subsidiary

**Subsidiary** means any organization in which:

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

### Total Disability

**Total Disability** means that **Accidental Bodily Injury** solely and directly:

- 1) prevents a **Primary Insured Person** from performing all the substantial and material duties of any **Gainful Occupation** for which such **Primary Insured Person** is qualified, or could be qualified, by reason of education, training, experience, or skill;
  - 2) causes a condition which is medically determined by a **Physician**, approved by **Us**, to be of continuous and indefinite duration; and
  - 3) requires the continuous care of a **Physician**, unless the **Primary Insured Person** has reached his or her maximum point of recovery.
- 

### Uniplegia

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

---

### Vehicle Modification

**Vehicle Modification** means changes, including but not limited to installation of equipment, to a **Private Passenger Automobile** that are necessary to make such **Private Passenger Automobile** accessible to or driveable by an **Insured Person**.

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### War

**War** means:

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

### We, Us and Our

**We, Us and Our** means FEDERAL INSURANCE COMPANY.

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## **Section VIII - General Provisions**

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

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

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### **Benefit Assignment**

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

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### **Arbitration**

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

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

Arbitration in no way prevents the rights pursuant to New York Insurance Law, section 3221(a)(14).

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## Cancellation, Nonrenewal and Grace Period

### A) Grace Period

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

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### B) Cancellation, Nonrenewal

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

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

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

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

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

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

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

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## Certificate

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

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## Changes

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

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## Concealment or Fraud

Insurance under this policy is void if:

- 1) the **Policyholder** or any **Insured Person** has intentionally concealed or misrepresented any material fact relating to this policy before or after a **Loss**; or
- 2) the **Policyholder** or any **Insured Person** files a false report of a **Loss**.

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## Compliance by Policyholder and Insured Person

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

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## Claim Notice

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

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## Claim Forms

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

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## Claim Proof of Loss

For claims involving disability, complete **Proof of Loss** must be given to **Us** within ninety (90) days after commencement of the period for which **We** are liable. Subsequent written proof of the continuance of such disability must be given to **Us** at such intervals as **We** may reasonably require.

Failure to give complete **Proof of Loss** within these time frames will not invalidate or reduce any otherwise valid claim if notice is given as soon as reasonably possible.

For all claims except those involving disability, complete **Proof of Loss** must be given to **Us** within ninety (90) days after the date of **Loss**, or as soon as reasonably possible.

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## Claim Payment

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

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

## Claim External Appeal

### I. INSURED PERSON'S RIGHT TO AN EXTERNAL APPEAL

Under certain circumstances, an **Insured Person** has a right to an external appeal of a denial of coverage. Specifically, if **We** have denied coverage on the basis that the service is not medically necessary or is an experimental or investigational treatment, the **Insured Person** or his or her representative may appeal that decision to an external appeal agent, an independent entity certified by the State to conduct such appeals.

### II. INSURED PERSON'S RIGHT TO APPEAL A DETERMINATION THAT A SERVICE IS NOT MEDICALLY NECESSARY

If **We** have denied coverage on the basis that the service is not medically necessary, the **Insured Person** may appeal to an external appeal agent if the following two (2) criteria are satisfied:

- 1) The service, procedure, or treatment must otherwise be a covered benefit under the Policy; and
- 2) The **Insured Person** must have received a final adverse determination through **Our** internal appeal process and **We** must have upheld the denial or **We** and the **Insured Person** must agree to waive any internal appeal.

### III. INSURED PERSON'S RIGHT TO APPEAL A DETERMINATION THAT A SERVICE IS EXPERIMENTAL OR INVESTIGATIONAL

If an **Insured Person** has been denied coverage on the basis that the service is an experimental or investigational treatment, such **Insured Person** must satisfy the following two (2) criteria:

- 1) The service must otherwise be a covered benefit under this Policy; and
- 2) The **Insured Person** must have received a final adverse determination through the **Our** internal appeal process and **We** must have upheld the denial or **We** and the **Insured Person** must agree in writing to waive any internal appeal.

In addition, the **Insured Person's** attending physician must certify that such **Insured Person** has a life-threatening or disabling condition or disease. A "life-threatening condition or disease" is one which, according to the current diagnosis of the attending physician, has a high probability of death. A "disabling condition or disease" is any medically determinable physical or mental impairment that can be expected to result in death, or that has lasted or can be expected to last for a continuous period of not less than twelve (12) months, which renders the **Insured Person** unable to engage in any substantial gainful activities. In the case of a child under the age of eighteen (18), a "disabling condition or disease" is any medically determinable physical or mental impairment of comparable severity.

The **Insured Person's** attending physician must also certify that the life-threatening or disabling condition or disease is one for which standard health services are ineffective or medically inappropriate or one for which there does not exist a more beneficial standard service or procedure covered by the Policy or one for which there exists a clinical trial (as defined by law).

In addition, the **Insured Person's** attending physician must have recommended one of the following:

- 1) A service, procedure or treatment that two (2) documents from available medical and scientific evidence indicate is likely to be more beneficial to the **Insured Person** than any standard covered service (only certain documents will be considered in support of this recommendation - the attending physician should contact the State in order to obtain current information as to what documents will be considered or acceptable); or
- 2) A clinical trial for which the **Insured Person** is eligible (only certain clinical trials can be considered).

For purposes of this section, the attending physician must be a licensed, board-certified or board eligible physician qualified to practice in the area appropriate to treat the **Insured Person's** life-threatening or disabling condition or disease.

### IV. THE EXTERNAL APPEAL PROCESS

If, through **Our** internal appeal process, the **Insured Person** has received a final adverse determination upholding a denial of coverage on the basis that the service is not medically necessary or is an experimental or investigational treatment, the **Insured Person** has forty-five (45) days from receipt of such notice to file a written request for an external appeal. If **We** and the **Insured Person** have agreed in writing to waive any internal appeal, the **Insured Person** has forty-five (45) days from receipt of such waiver to file a written request for an external appeal. **We** will provide an external appeal application with the final adverse determination issued through **Our** internal appeal process or **Our** written waiver of an internal appeal.

The **Insured Person** may also request an external appeal application from the New York State Insurance Department at 1-800-400-8882. Submit the completed application to the Insurance Department at the address indicated on the application. If the **Insured Person** satisfies the criteria for an external appeal, the State will forward the request to a certified external appeal agent.

The **Insured Person** will have an opportunity to submit additional documentation with his or her request. If the external appeal agent determines that the information submitted represents a material change from the information on which **We** based **Our** denial, the external appeal agent will share this information with **Us** in order for **Us** to exercise **Our** right to reconsider **Our** decision. If **We** choose to exercise this right, **We** will have three (3) business days to amend or confirm **Our** decision. Please note that in the case of an expedited appeal (described below), **We** do not have a right to reconsider **Our** decision.

In general, the external appeal agent must make a decision within thirty (30) days of receipt of the **Insured Person's** completed application. The external appeal agent may request additional information from the **Insured Person**, the **Insured Person's** physician, or **Us**. If the external appeal agent requests additional information, it will have five (5) additional business days to make its decision. The external appeal agent must notify the **Insured Person** in writing of its decision within two (2) business days.

If the **Insured Person's** attending physician certifies that a delay in providing the service that has been denied poses an imminent or serious threat to such **Insured Person's** health, the **Insured Person** may request an expedited external appeal. In that case, the external appeal agent must make a decision within three (3) days of receipt of the completed application. Immediately after reaching a decision, the external appeal agent must try to notify the **Insured Person** and **Us** by telephone or facsimile of that decision. The external appeal agent must also notify the **Insured Person** in writing of its decision.

If the external appeal agent overturns **Our** decision that a service is not medically necessary or approves coverage of an experimental or investigational treatment, **We** will provide coverage subject to the other terms and conditions of this Policy. Please note that if the external appeal agent approves coverage of an experimental or investigational treatment that is part of a clinical trial, **We** will only cover the costs of services required to provide treatment to the **Insured Person** according to the design of the trial. **We** shall not be responsible for the costs of investigational drugs or devices, the costs of non-health care services, the costs of managing research, or costs which would not be covered under this subscriber contract for non-experimental or non-investigational treatments provided in such clinical trial.

The external appeal agent's decision is binding on both the **Insured Person** and **Us**. The external appeal agent's decision is admissible in any court proceeding.

## V. INSURED PERSON'S 1 254.08rage of an

### COVERED SERVICES/EXCLUSIONS

In general, **We** do not cover experimental or investigational treatments. However, **We** shall cover an experimental or investigational treatment approved by an external appeal agent. If the external appeal agent approves coverage of an experimental or investigational treatment that is part of a clinical trial, **We** will only cover the costs of services required to provide treatment to the **Insured Person** according to the design of the trial. **We** shall not be responsible for the costs of investigational drugs or devices, the costs of non-health care services, the costs of managing research, or costs which would not be covered under this Policy for non-experimental or non-investigational treatments provided in such clinical trial.

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### **Claim and Suit Cooperation**

In the event of a claim under this policy, the **Policyholder**, the **Insured Person** or the beneficiary, if applicable, must fully cooperate with **Us** in **Our** handling of the claim, including, but not limited to, the timely submission of all medical and other reports, and full cooperation with all physical examinations and autopsies that **We** may require. If **We** are sued in connection with a claim under this policy, then the **Policyholder**, the **Insured Person** or the beneficiary must fully cooperate with **Us** in the handling of such suit. The **Policyholder**, the **Insured Person** or the beneficiary must not, except at their own expense, von7dO733 3T(Insure124ekeTwy clye )TjefiassumeTwy obtreatment with a claim undnon otioim uout Tf1 0 0



## **Inadvertent Error**

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

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

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## **Informational and Advertising Material**

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

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## **Legal Action Against Us**

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

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

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## **Liberalization**

If **We** adopt any changes:

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

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

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## Newly Acquired or Newly Formed Organizations

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

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

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

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

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## Physical Examination and Autopsy

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

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## Premium Payment

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

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

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

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## Premium Provisions

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

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

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

At the earlier of the end of the Policy Period or the policy termination, earned premium will be determined

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

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

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

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

Nothing in this section will preclude **Us** from asserting at any time defenses based upon a claimant's ineligibility for insurance under this policy, or upon any other policy provision or condition. lud mot 21.26 426.85

**CHUBB**

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**Endorsement**

**Out of Country Medical Expense**

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**Effective Date:**

06/01/2022

**Policy Number:**

9908-56-44

| <b>FACTS</b> | <b>WHAT DOES THE CHUBB GROUP DO WITH YOUR PERSONAL INFORMATION?</b>  |
|--------------|--|
| <b>Why?</b>  | Insurance companies choose how they share your personal information. Federal and state law gives consumers the right to limit some but not all sharing. Federal and state law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do. |

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|  |  |
|--|--|
| <b>Who is providing this notice?</b>                         | The Chubb Group. A list of these companies is located at the end of this document.   |
| <b>What we do</b>  |  |
| <b>How does Chubb Group protect my personal information?</b> | <p>To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.</p> <p>We restrict access to personal information to our employees, affiliates' employees, or others who need to know that information to service the account or to conduct our normal business operations.</p>   |
| <b>How does Chubb Group collect my personal information?</b> | <p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> <li>• apply for insurance or pay insurance premiums</li> <li>• file an insurance claim or provide account information</li> <li>• give us your contact information</li> </ul> <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>   |
| <b>Why can't I limit all sharing?</b>                        | <p>Federal law gives you the right to limit only:</p> <ul style="list-style-type: none"> <li>• sharing for affiliates' everyday business purposes - information about your creditworthiness</li> <li>• affiliates from using your information to market to you</li> <li>• sharing for nonaffiliates to market to you</li> </ul> <p>State laws and individual companies may give you additional rights to limit sharing. See below for more on your rights under state law.</p> |
| <b>Definitions</b>   |  |
| <b>Affiliates</b>  | <p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>• Our affiliates include those with a Chubb name and other companies, such as Westchester Fire Insurance Company and Great Northern Insurance Company.</li> </ul>  |
| <b>Nonaffiliates</b>   | <p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>• Chubb does not share with nonaffiliates so they can market to you.</li> </ul>  |
| <b>Joint marketing</b>                                       | <p>A formal agreement between nonaffiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> <li>• Our joint marketing partners include categories of companies such as banks.</li> </ul>  |





## Chubb Group

### Notice of HIPAA Privacy Practices for Protected Health Information

**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.**

This notice is effective as of June 15, 2018.

The Chubb Group of Companies, as affiliated covered and hybrid entities, (the "Company") is required by law to take reasonable steps to ensure the privacy of your personally identifiable health information, and to inform you about:

- The Company's uses and disclosures of Protected Health Information ("PHI")
- Your privacy rights with respect to your PHI;
- The Company's duties with respect to your PHI;
- Your right to file a complaint with the Company and to the Secretary of the U.S. Department of Health and Human Services ("HHS"); and
-

*Health* care operations include, but are not limited to, underwriting, premium rating and other insurance

(3) When authorized by law to report information about abuse, neglect or domestic violence. In such case, the Company will promptly inform you that such a disclosure has been or will be made unless that notice would cause a risk of serious harm. For the purpose of reporting child abuse or neglect, it is not necessary to inform the minor that such a disclosure has been or will be made. Disclosure may generally be made to the minor's parents or other representatives although there may be circumstances under federal or state law where the parents or other representatives may not be given access to the minor's PHI.

(4) The Company may disclose your PHI to a public health oversight agency for oversight activities authorized by law. This includes uses or disclosures in civil, administrative or criminal investigations; inspections; licensure or disciplinary actions (for example, to investigate complaints against providers); and other activities necessary for appropriate oversight of government benefit programs (for example, to investigate Medicare or Medicaid fraud).

(5) The Company may disclose your PHI when required for judicial or administrative proceedings. For example, your PHI may be disclosed in response to a subpoena or discovery request provided certain conditions are met. One of those conditions is that satisfactory assurances must be given to the Company that the requesting party has made a good faith attempt to provide written notice to you, and the notice provided sufficient information about the proceeding to permit you to raise an objection and no objections were raised or were resolved in favor of disclosure by the court or tribunal.

(6) When required for law enforcement purposes (for example, to report certain types of wounds).

(7) For law enforcement purposes, including for the purpose of identifying or locating a suspect, fugitive, material witness or missing person. Also, when disclosing information about an individual who is or is suspected to a victim of a crime but only if the individual agrees to the disclosure or the covered entity is unable to obtain the individual's agreement because of emergency circumstances. Furthermore, the law enforcement official must represent that the information is not intended to be used against the individual, the immediate law enforcement activity would be materially and adversely affected by waiting to obtain the individual's agreement and disclosure is in the best interest of the individual as determined by the exercise of the Company's best judgment.

(8) When required to be given to a coroner or medical examiner for the purpose of identifying a deceased person, determining a cause of death or other duties as authorized by law. Disclosure is permitted to funeral directors, consistent with applicable law, as necessary to carry out their duties with respect to the decedent. The Company may also disclose your PHI to organ procurement organizations.

(9) The Company may use or disclose PHI for government-approved research, subject to conditions.

(10) When consistent with applicable law and standards of ethical conduct if the Company, in good faith, believes the use of disclosure is necessary to prevent or lessen a serious and imminent threat to the health or safety of a person or the public and the disclosure is to a person reasonably able to prevent or lessen the threat, including the target of the threat.

(11) For certain government functions such as related to military service or national security.

(12) When authorized by and to the extent necessary to comply with workers' compensation or other similar programs established by law.

(13) That is "incident to" an otherwise permitted use or disclosure of PHI by the Company.

## **II. Rights of Individuals**

### **A. Right to Request Restrictions on Use and Disclosure of PHI**

You may request the Company to restrict its use and disclosure of your PHI to carry out treatment, payment or health care operations, or to restrict its use and disclosure to family members, relatives, friends or other persons identified by you who are involved in your care or payment for your care. However, the Company may not be required to agree to your request, unless you have paid out of pocket in full for services, depending on the specific facts.

The Company will accommodate reasonable requests to receive communications of PHI by alternative means or alternative locations, such as a location other than your home. The Company will accommodate this request if you state in writing that you would be in danger from receiving communications through the normal means.

You or your personal representative will be required to complete a form to request restrictions on uses and disclosures of your PHI.

Such requests should be made to: Leslie Kaltenbach, Senior Privacy Officer & Compliance Manager, Chubb Group, 202 Hall's Mill Road, Whitehouse Station, NJ 08889, phone: 1-833-802-4822.

#### B. Right to Inspect and Copy PHI

You have a right to inspect and obtain a copy of your PHI contained in a "designated record set," for as long as the Company maintains the PHI.

"Protected Health Information" (PHI) includes all individually identifiable health information transmitted or maintained by the Company, regardless of form.

"Designated Record Set" includes the medical records and billing records about individuals maintained by or for a covered health care provider; enrollment, payment, billing, claims adjudication and case or medical management record systems maintained by or for a health plan; or other information used in whole or in part by or for the covered entity to make decisions about individuals. Information used for quality control or peer review analyses and not used to make decisions about individuals is not in the designated record set.

The requested information will be provided within 30 days if the information is maintained on site or within 60 days if the information is maintained offsite. A single 30-day extension is allowed if the Company is unable to comply with the deadline.

You or your personal representative will be required to complete a form to request access to the PHI in your designated record set. Requests for access to PHI should be made to: Leslie Kaltenbach, Senior Privacy Officer & Compliance Manager, Chubb Group, 202 Hall's Mill Road, Whitehouse Station, NJ 08889, phone: 1-833-802-4822.

If access is denied, you or your personal representative will be provided with a written denial setting forth the basis for the denial, a description of how you may exercise those review rights and a description of how you may complain to the Secretary of Health and Human Services.

#### C. Right to Amend PHI

You have the right to request the Company to amend your PHI or a record about you in a designated record set for as long as the PHI is maintained in the designated record set.

The Company has 60 days after the request to act on the request. A single 30-day extension is allowed if the Company is unable to comply with the deadline. If the request is denied in whole or part, the Company must provide you with a written denial that explains the basis for the denial. You or your personal representative may then submit a written statement disagreeing with the denial and have that statement included with any future disclosures of your PHI.

Requests for amendment of PHI in a designated record set should be made to: Leslie Kaltenbach, Senior Privacy Officer & Compliance Manager, Chubb Group, 202 Hall's Mill Road, Whitehouse Station, NJ 08889, phone: 1-833-802-4822.

You or your personal representative(s) will be required to complete a form to request amendment of the PHI in your designated record set.

#### D. Right to Receive an Accounting of PHI Uses and Disclosures

Upon your request, the Company will provide you with an accounting of disclosures by the Company of your PHI during the six (6) years prior to the date of your request. However, such accounting need not include PHI disclosures made: (1) to carry out treatment, payment or health care operations; (2) to individuals about their own PHI; (3) prior to the compliance date; or (4) based upon your own written authorization.

If the accounting cannot be provided within 60 days, an additional 30 days is allowed if the individual is given a written statement of the reasons for the delay and the date by which the accounting will be provided.

If you request more than one accounting within a 12-month period, the Company will charge a reasonable, cost-based fee for each subsequent accounting.

E. Right to Obtain a Paper Copy of This Notice Upon Request (Even if you have consented to receive this notice electronically)

To obtain a paper copy of this notice contact: Leslie Kaltenbach, Senior Privacy Officer & Compliance Manager, Chubb Group, 202 Hall's Mill Road, Whitehouse Station, NJ 08889, phone: 1-833-802-4822.

F. Note About Personal Representatives

You may exercise your rights through a personal representative. Your personal representative will be required to produce evidence of his/her authority to act on your behalf before that person will be given access to your PHI or allowed to take any action for you. Proof of such authority may take one of the following forms:

- A power of attorney for health care purposes, notarized by a notary public;
- A court order of appointment of the person as the conservator or guardian of the individual; or
- An individual who is the parent of a minor child.

The Company retains discretion to deny access to your PHI to a personal representative to provide protection to those vulnerable people who depend on others to exercise their rights under these rules and who may be subject to abuse or neglect. This also applies to personal representatives of minors.

**III. The Company's Duties**

The Company is required by law to maintain the privacy of PHI and to provide individuals (participants and beneficiaries) with notice of its legal duties and privacy practices and to notify affected individuals of a breach of unsecured PHI. The Company is required to abide by the terms of this notice.

The Company reserves the right to change its privacy practices and to apply the changes to any PHI received or maintained by the Company prior to that date. If a privacy practice is changed, a revised version of this notice will be provided to all past and present participants and beneficiaries for whom the Company still maintains PHI. This notice and any revised version of this notice will be posted on the Company's internal website or mailed.

Any revised version of this notice will be distributed within 60 days of the effective date of any material change to the uses or disclosures, the individual's rights, the duties of the Company or other privacy practices stated in this notice.

**A. "Minimum Necessary" Standard**

When using or disclosing PHI, or when requesting PHI from another covered entity, the Company will make reasonable efforts not to use, disclose or request more than the minimum amount of PHI necessary to accomplish the intended purpose of the use, disclosure or request, taking into consideration practical and technological limitations.

However, the minimum necessary standard will not apply in the following situations:

- Disclosures to or requests by a health care provider for treatment;
- Uses or disclosures made to the individual;
- Disclosures made to the Secretary of HHS;
- Uses or disclosures that are required by law; and
- Uses or disclosures that are required for the Company's compliance with legal regulations.

This notice does not apply to information that has been "de-identified." De-identified information is information that does not identify an individual and with respect to which there is no reasonable basis to believe that the information can be used to identify an individual is not individually identifiable health information.

In addition, the Company may use or disclose "summary health information" to a plan sponsor for obtaining



**Federal Insurance Company**

**Business Travel Accident Insurance Application**

**Section I Policyholder Information**

**Name of Policyholder:** DAEMEN COLLEGE

**Address** 4380 MAIN STREET

**City** AMHERST **State** NY **Zip Code** 14226

**Phone Number:**

**Contact Name:**

**Effective Date:** 06/01/2022

**Policy Number:** 9908-56-44

**INSURANCE REQUESTED**

**A) CLASS OF INSURED PERSONS**

- 1 All Active Officers, Faculty, Full-Time and Part-Time Employees residing in the U.S. or Canada working a minimum of 20 hours per week
- 2 All Trustees residing in the U.S. or Canada
- 3 Spouse or Domestic Partner of the Primary Insured Person
- 4 Dependent Children of the Primary Insured Person

**B) PRINCIPAL SUM**

- 1 \$100,000
- 2 \$100,000
- 3 \$50,000
- \$25,000

|  |     |
|--|-----|
| <b>Loss of Speech or Loss of Hearing</b>               | 50% |
| <b>Uniplegia</b>                                       | 25% |
| <b>Loss of Thumb and Index Finger of the same Hand</b> | 25% |

**E) ADDITIONAL BENEFITS**

| <b>CLASS</b> | <b>BENEFIT</b>                                 | <b>BENEFIT AMOUNT</b>  |
|--------------|--|--|
| 1            | <b>Child Care Expense</b>                      | <b>5% of the Principal Sum up to a maximum of \$5,000 for each Dependent Child<br/>Alternate Benefit Amount \$2,000<br/>Maximum Benefit Amount \$25,000</b>  |
| 1            | <b>Education Expense</b>                       | <b>5% of the Principal Sum up to a maximum of \$5,000 for each eligible Dependent Child<br/>Alternate Benefit Amount \$2,000<br/>Maximum Benefit Amount \$25,000</b>   |
| 1            | <b>Home Alteration or Vehicle Modification</b> | <b>Benefit Amount for Home Alteration 10% of Principal Sum<br/>Benefit Amount for Vehicle Modification 10% of Principal Sum<br/>Maximum Benefit Amount 20% of the Principal Sum to a maximum of \$50,000<br/>Maximum Benefit Amount Unlimited<br/>Medical Expense Amount \$100,000<br/>Benefit Amount for Hospital Admission</b> |



|   |  |  |
|---|--|--|
| 2 | <b>Medical Evacuation And Repatriation</b>     | <b>Maximum Benefit Amount Unlimited<br/>Medical Expense Amount \$100,000<br/>Benefit Amount for Hospital Admission Guaranty \$5,000<br/>Family Travel Expense<br/>Maximum per Day \$100<br/>Maximum Number of Days 5</b> |
| 2 | <b>Psychological Therapy</b>                   | <b>5% of Principal Sum<br/>Maximum Benefit Amount \$25,000</b>   |
| 2 | <b>Rehabilitation Expense</b>                  | <b>5% of Principal Sum<br/>Maximum Benefit Amount \$25,000</b>   |
| 2 | <b>Seatbelt Occupant Protection Device</b>     | <b>10% of Principal Sum<br/>Alternate Benefit Amount \$1,000<br/>Occupant Protection Device Benefit Amount 10% of Principal Sum<br/>Maximum Benefit Amount 20% of Principal Sum up to \$50,000</b>                       |
| 3 | <b>Child Care Expense</b>                      | <b>5% of the Principal Sum up to a maximum of \$5,000 for each Dependent Child<br/>Alternate Benefit Amount \$2,000<br/>Maximum Benefit Amount \$25,000</b>  |
| 3 | <b>Education Expense</b>                       | <b>5% of the Principal Sum up to a maximum of \$5,000 for each eligible Dependent Child<br/>Alternate Benefit Amount \$2,000<br/>Maximum Benefit Amount \$25,000</b>   |
| 3 | <b>Home Alteration or Vehicle Modification</b> | <b>Benefit Amount for Home Alteration 10% of Principal Sum<br/>Benefit Amount for Vehicle Modification 10% of Principal Sum<br/>Maximum Benefit Amount 20% of the Principal Sum to a maximum of \$50,000</b>             |
| 3 | <b>Medical Evacuation And Repatriation</b>     | <b>Maximum Benefit Amount Unlimited<br/>Medical Expense Amount \$100,000<br/>Benefit Amount for Hospital Admission Guaranty \$5,000<br/>Family Travel Expense<br/>Maximum per Day \$100<br/>Maximum Number of Days 5</b> |
| 3 | <b>Psychological Therapy</b>                   | <b>5% of Principal Sum<br/>Maximum Benefit Amount \$25,000</b>   |
| 3 | <b>Rehabilitation Expense</b>                  | <b>5% of Principal Sum<br/>Maximum Benefit Amount \$25,000</b>   |
| 3 | <b>Seatbelt Occupant Protection Device</b>     | <b>10% of Principal Sum<br/>Alternate Benefit Amount \$1,000<br/>Occupant Protection Device Benefit Amount 10% of Principal Sum<br/>Maximum Benefit Amount 20% of Principal Sum up to \$50,000</b>                       |
| 4 | <b>Home Alteration or Vehicle Modification</b> | <b>Benefit Amount for Home Alteration 10% of Principal Sum<br/>Benefit Amount for Vehicle Modification 10% of Principal Sum<br/>Maximum Benefit Amount 20% of the Principal Sum to a maximum of \$50,000</b>             |

|   |  |  |
|---|--|--|
| 4 | <b>Medical Evacuation And Repatriation</b> | <b>Maximum Benefit Amount Unlimited</b><br><b>Medical Expense Amount \$100,000</b><br><b>Benefit Amount for Hospital Admission Guaranty \$5,000</b><br><b>Family Travel Expense</b><br><b>Maximum per Day \$100</b><br><b>Maximum Number of Days 5</b> |
| 4 | <b>Psychological Therapy</b>               | <b>5% of Principal Sum</b><br><b>Maximum Benefit Amount \$25,000</b>   |
| 4 | <b>Rehabilitation Expense</b>              | <b>5% of Principal Sum</b><br><b>Maximum Benefit Amount \$25,000</b>   |
| 4 | <b>Seatbelt Occupant Protection Device</b> | <b>10% of Principal Sum</b><br><b>Alternate Benefit Amount \$1,000</b><br><b>Occupant Protection Device Benefit Amount 10% of Principal Sum</b><br><b>Maximum Benefit Amount 20% of Principal Sum up to \$50,000</b>                                   |

**Aggregate Limit of Insurance**

The Aggregate Limit of Insurance applies:  
\$1,000,000 per **Accident**

**Premium**

**Amount Due** \$5,808

**Due Date** 06/01/2022

**Employee Retirement Income Security Act**

Is this plan subject to Employee Retirement Income Security Act (ERISA) regulations? (Y/N) \_\_\_\_\_

**Policy Acceptance**

The undersigned declares that all information provided in this application and any attachments hereto is true and correct. The undersigned understands that all information provided in this application and any attachments hereto is material to the insurer's decision to provide this insurance, and that insurance will be provided, at the insurer's sole discretion, in reliance upon the truth of such information. It is hereby agreed and understood this insurance is provided by the **Company** in consideration of payment of the required premium. The insurance under the policy begins on the Effective Date shown in the Insuring Agreement of the policy. The acceptance of the policy terminates any prior policy of the same policy number, effective with the inception of the policy.

**Fraud Warning**

**Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.**

Name of Policyholder: \_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title



Company Authorized Representative