Executive Offices: 175 Water Street, 18th Floor, New York, NY 10038 (212) 458-5000

(a capital stock company, herein referred to as the Company)

Policyholder: Robins & Morton Policy Number: GTP 0009141251

### **BLANKET ACCIDENT INSURANCE POLICY**

This Policy is a legal contract between the Policyholder and the Company. The Company agrees to insure eligible persons of the Policyholder for whom premium is paid (herein called Insured Person(s)) against loss covered by this Policy subject to its provisions, limitations and exclusions. The persons eligible to be Insured Persons are all persons described in the Classification of Eligible Persons section of the Declarations section of this Policy.

This Policy is issued in consideration of the payment of the required premium when due and the statements set forth in the Declarations section.

This Policy begins on the Policy Effective Date shown in the Declarations section and continues in effect until the Policy Termination Date as long as premiums are paid when due, unless otherwise terminated as further provided in this Policy. If this Policy is terminated, insurance ends on the date to which premiums have been paid. After the Policy Termination Date, this Policy may be renewed for additional periods of time by mutual written consent of the Company and the Policyholder at the premium rates in effect at the time of renewal.

This Policy is governed by the laws of the state in which it is delivered.

The President and Secretary of National Union Fire Insurance Company of Pittsburgh, Pa. witness this Policy:



President

Secretary

### PLEASE READ THIS POLICY CAREFULLY.

## THIS IS AN ACCIDENT ONLY POLICY. IT DOES NOT COVER SICKNESS OR DISEASE.

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### DECLARATIONS

#### 1. Identification of Policyholder:

Name of Policyholder: Robins & Morton Address of Policyholder: 400 Shades Creek Parkway, STE 200, Birmingham, AL 35209 Type of Business or Purpose of Organization: Commericial Covered Affiliates(s) or Subsidiary(ies): None Policy Number: GTP 0009141251

**Newly Acquired Corporations, Partnerships, or Sole Proprietorships**. The premium for this Policy applies only to the Policyholder as constituted on the Policy Effective Date (or any renewal date of this Policy). However, any corporation, partnership, or sole proprietorship acquired by the Policyholder after the Policy Effective Date (or the renewal date) will be considered a part of the Policyholder, or a Covered Affiliate or Subsidiary, as of the date of the acquisition, but only if the following conditions are both met by the Policyholder within a reasonable time after the acquisition date: (1) it must report to the Company, in writing, the name of the newly acquired entity and all underwriting information the Company deems necessary to determine any additional premium required; and (2) it must agree to, and must pay, any required additional premium (or an appropriate portion thereof as agreed upon with the Company). If both conditions are not met within a reasonable time after the acquisition date, the newly acquired entity will not be considered a part of the Policyholder, or a Subsidiary, and the employees from the newly acquired entity will not be considered as employees of the Policyholder or a Covered Affiliate or Subsidiary for Policy purposes, until the date both conditions are met.

#### 2. **Classification of Eligible Persons:**

Class Description of Class

- I All active, full-time US Executive Employees of the Policyholder who regularly work a minimum of 30 hours per week.
- II All active, full-time US Employees of the Policyholder who regularly work a minimum of 30 hours a week excluding Executives and Truck Drivers.
- III All active, full-time Employees of the Policyholder classified as Truck Drivers.
- IV Spouse and Dependent Child(ren) of Class I-III Insured Persons.

Eligible Spouse - as used above, means the Insured's legal spouse.

**Eligible Dependent Children -** as used above, means the Insured's unmarried children, including natural children from the moment of birth, step or foster children, or adopted children from the moment of placement in the home of the Insured, under age 25 (26 if attending an accredited institution of higher learning on a full time basis) and primarily dependent on the Insured for support and maintenance.

Any unmarried Eligible Dependent Children of the Insured covered under the Policy before reaching the age limit specified above, who are incapable of self-sustaining employment by reason of mental or physical incapacity, and who are primarily dependent on the Insured for support and maintenance, may continue to be eligible under the Policy beyond that age limit for as long as the Policy is in force, but only if they remain continuously covered under the Policy. The Company may request that the Insured submit satisfactory proof of the Eligible Dependent Child(ren)'s incapacity and dependency to the

Company within 60 days before the Eligible Dependent Child(ren) reach the age limit specified above. If the Insured fails to furnish the requested proof before the Eligible Dependent Child(ren) reach the age limit, coverage for the Eligible Dependent Child(ren) will not be extended past the age limit. If coverage is extended, the Company may request that the Insured submit satisfactory proof of the Eligible Dependent Child(ren)'s continued incapacity and dependency to the Company on an annual basis. If the Insured fails to furnish the requested proof within 31 days of the request, coverage for the Eligible Dependent Child(ren) will terminate at the end of that 31-day period.

**Continuation of Eligibility.** If premium payments are continued on a basis that precludes individual selection, an Insured who ceases to be a member of eligible class as described above may still be regarded as in eligible class as follows: (1) if the Insured is on temporary lay-off or leave of absence (other than an authorized family or medical leave), for the full period of the lay-off or leave, but not for more than three months in a row; or (2) if the Insured is absent from work due to an authorized family or medical leave, for the full period of the leave, but not for more than three months in a row unless a longer period is agreed to by the Company and the Policyholder.

#### 3. Principal Sums, Hazards, Benefits and Other Riders and Endorsements for Eligible Persons:

Any Benefit shown in any row of the chart below applies only to an eligible person in a Class shown in that row, only with respect to an accident that occurs under the circumstances described in a Hazard shown in that row as to such person. Any other Rider or Endorsement shown in any row of the chart below applies only with respect to the Classes, Hazards, and Benefits shown in that row.

#### Section

Section 3A.					
Class(es	) Principal Su	m			
I	\$500,000				
II	\$500,000				
III	\$500,000				
IV	• • •	\$50,000 (Spouse) \$25,000 (Each Child)			
Section 3B.					
Class(es)	Hazard(s)	Benefit(s) and Benefit Riders	Other Rider(s) and Endorsement(s)		
I		B-1, B-2, B-4, B-7, B-13, B-16, B-25, B-26, B-28			
II		B-1, B-2, B-4, B-7, B-13, B-16, B-25, B-26, B-28			
III		B-1, B-2, B-4, B-7, B-13, B-16, B-25, B-26, B-28			
IV		B-1, B-2, B-4, B-7, B-13, B-16, B-25, B-26, B-28			

Section 3C.

Other Riders and Endorsements to the Policy:

E-5, E-7, 89644(7/05)

- 4. Aggregate Limit: \$5,000,000 per Accident
- 5. Hazards, Benefits and Benefit Riders, Other Riders and Endorsements, and Attachments Made Part of this Policy:
  - a. The following Hazards are made part of the Policy as of the Policy Effective Date:

FORM NUMBER	HAZARD NUMBER.	DESCRIPTION
C11875DBG C11878DBG C11879DBG C11888DBG C11891DBG C11893DBG C11896DBG C11902DBG	H-19 H-20 H-29 H-32 H-34 H-37	<ul> <li>24-Hour Accident Protection While On A Trip (Business Only)</li> <li>Policyholder Aircraft (Passenger, Pilot or Crew Member)</li> <li>24-Hour Accident Protection</li> <li>Occupational Accident Protection</li> <li>Extraordinary Commuting</li> <li>On-Premises Bomb Scare</li> <li>Hijacking (Business Only)</li> <li>24-Hour on a Family Relocation Trip (Insured Dependents Only)</li> </ul>
C11902DBG C11903DBG	-	Family Accompanying the Insured (Insured Dependents Only)

b. Check one and only one:

	B-1 Accidental Death Benefit Only							
Х	B-1 and B-2	Both	Accidental	Death	and	Accidental	Dismemberment	and
Paralysis Benefits								

The following Benefits and Benefit Riders/Endorsements are attached to and made part of the Policy as of the Policy Effective Date. Each Benefit Rider/Endorsement is subject to all provisions, limitations and exclusions of the Policy that are not specifically modified by that Benefit Rider/Endorsement.

FORM NUMBER	BENEFIT NUMBER	DESCRIPTION
C11911DBG C11914DBG C11920DBG C11923DBG C11932DBG C11933DBG C11935DBG	B-7 B-13 B-16 B-25 B-26	Bereavement and Trauma Counseling Benefit Rider Coma Benefit Rider Emergency Evacuation Benefit Rider Home Alteration and Vehicle Modification Benefit Rider Rehabilitation Benefit Rider Repatriation of Remains Benefit Rider Seat Belt and Air Bag (Percentage of Principal Sum Amount) Benefit
		Rider

c. The following attachments are made part of the Policy as of the Policy Effective Date:

C30081DBG E-	-5 Ir	ijury Definition and General Exclusions Amendatory Endorsement
C30531DBG E-	-7 A	mended Definition Endorsement
89644(7/05)	C	overage Territory Endorsement (OFAC)

#### 6. **Premiums:**

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

\$29,964.60 due and payable for the Policy Term

7. **Data Furnished by Policyholder:** The Policyholder will provide updated exposure at each anniversary date.

#### 8. **Coverage Effective Date:**

Subject to the Policy provisions regarding the effective date of coverage for individuals, insurance will become effective as to each eligible person in consideration of the required premium payment on the following date: the Policy Effective Date or the first day of active employment, whichever occurs later.

A change in coverage due to a change in the eligible person's class will become effective on the latest of the following dates: (1) if the change requires a change in premium, the date the first changed premium is paid when due; or (2) the effective date of change. However, a changed Principal Sum applies only with respect to accidents that occur on or after the effective date of the change.

#### 9. Policy Term:

Policy Effective Date: January 1, 2014 Policy Anniversary Date: January 1, 2017 Policy Termination Date: January 1, 2017

#### DEFINITIONS

**Airworthiness Certificate** - means the "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.

**Civilian Aircraft** - means a civil or public aircraft having a current and valid Airworthiness Certificate and piloted by a person who has a current and valid medical certificate and pilot certificate with appropriate ratings for the aircraft. A Civilian Aircraft does not include a Policyholder Aircraft.

**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, son-in-law, daughter-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).

**Injury** - means bodily injury caused by an accident that: (1) occurs while this Policy is in force as to the person whose injury is the basis of claim; (2) occurs under the circumstances described in a Hazard applicable to that person; and (3) results directly and independently of all other causes in a loss covered under a Benefit applicable to such Hazard. See the Principal Sums, Hazards and Benefits for Eligible Persons section in the Declarations section of this Policy for applicability of Hazards and Benefits.

**Insured** - means a person: (1) who is a member of an eligible class of persons as described in the Classification of Eligible Persons section of the Declarations section of this Policy; (2) for whom premium has been paid; and (3) while covered under this Policy. However, an Insured does not include any person covered under this Policy solely as an Insured Dependent.

Insured Dependent - means an Insured Spouse or an Insured Dependent Child.

**Insured Dependent Child** - means the Insured's Eligible Dependent Child as described in the Classification of Eligible Persons section of the Declarations section of this Policy: (1) for whom premium has been paid; and (2) while covered under this Policy.

**Insured Person** - means an Insured or an Insured Dependent.

**Insured Spouse** - means the Insured's Eligible Spouse as described in the Classification of Eligible Persons section of the Declarations section of this Policy: (1) for whom premium has been paid; and (2) while covered under this Policy.

**Military Air Transport Aircraft** - means an aircraft having a current and valid Airworthiness Certificate; piloted by a person who has a current and valid medical certificate and pilot certificate with appropriate ratings for the aircraft; and operated by the United States of America, or by the similar air transport service of any duly constituted governmental authority of any other recognized country.

**Occupational -** means While on the Business of the Policyholder or While On-Premises of the Policyholder.

**Passenger** - means a person not performing as a pilot, operator or crew member of a conveyance.

**Physician** - means a licensed practitioner of the healing arts acting within the scope of his or her license who is not: 1) the Insured Person; 2) an Immediate Family Member; or 3) retained by the Policyholder.

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

**Scheduled Air Carrier** - means any air 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 being used for any regular or chartered flight operated by such carrier.

**Sojourn and Personal Deviation, Sojourn or Personal Deviation** - means non-business travel or activities undertaken While on the Business of the Policyholder but unrelated to furthering the business of the Policyholder.

**Specialized Aviation Activity** - means an aircraft while it is being used for one or more of the following activities:

- acrobatic or stunt flying
- racing
- any endurance tests
- any flight on a rocket-propelled or rocketlaunched aircraft
- crop dusting
- crop seeding
- crop spraying
- fire fighting

- exploration
- pipe line inspection
- power line inspection
- any form of hunting
- bird or fowl herding
- aerial photography
- banner towing
- any test or experimental purpose
- any flight which requires a special permit or waiver from the authority having jurisdiction over civil aviation, even though granted.

**Trip** - means a trip taken by an Insured which begins when the Insured leaves his or her 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 returns from the trip to his or her residence or place of regular employment (whichever occurs first). However, the trip is deemed to exclude any period of time during which the Insured is on an authorized leave of absence or vacation or travel to and from the Insured's place of regular employment.

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 or her 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.

While On-Premises of the Policyholder - means while and in consequence of performing any assigned occupational duties for which compensation is received at the Insured Person's regular place of employment with the Policyholder or elsewhere directly in or on the premises of the Policyholder, but does not include during the course of everyday travel to and from work.

#### POLICY EFFECTIVE AND TERMINATION DATES

**Effective Date.** This Policy begins on the Policy Effective Date shown in the Declarations section of this Policy at 12:01 AM Standard Time at the address of the Policyholder where this Policy is delivered.

**Termination Date.** Either the Company or the Policyholder may terminate this Policy on any Policy Anniversary Date by giving 30 days advance written notice to the other party. This Policy may also, at any time, be terminated by mutual written consent of the Company and the Policyholder. This Policy terminates automatically on the earlier of: 1) the Policy Termination Date shown in the Declarations section of this Policy; or 2) the premium due date if premiums are not paid when due. Termination takes effect at 12:01 AM Standard Time at the Policyholder's address on the date of termination.

### INSURED'S EFFECTIVE AND TERMINATION DATES

**Effective Date.** An Insured's coverage under this Policy begins on the latest of: (1) the Policy Effective Date; (2) the date the person becomes a member of an eligible class of persons as described in the Classification of Eligible Persons section of the Declarations section of this Policy; or (3) the Coverage Effective Date described in the Declarations section of this Policy.

**Termination Date.** An Insured's coverage under this Policy ends on the earliest of: (1) the date this Policy is terminated; (2) the premium due date if premiums are not paid when due; or (3) the date the Insured ceases to be a member of any eligible class(es) of persons as described in the Classification of Eligible Persons section of the Declarations section of this Policy.

Termination of coverage will not affect a claim for a covered loss that occurred while the Insured's coverage was in force under this Policy.

### INSURED DEPENDENT'S EFFECTIVE AND TERMINATION DATES

**Effective Date.** An Insured Dependent's coverage under the Policy begins on the latest of: (1) the date the Insured's coverage under the Policy begins; (2) the date the person becomes a member of any eligible class of persons as described in the Classification of Eligible Persons section of the Declarations section of this Policy; or (3) the Coverage Effective Date described in the Declarations section of this Policy.

**Termination Date.** An Insured Dependent's coverage under the Policy ends on the earliest of: (1) the date the Insured's coverage under the Policy ends; (2) the premium due date if premiums for the Insured Dependent are not paid when due; or (3) the date the Insured Dependent ceases to be a member of any eligible class of persons as described in the Classification of Eligible Persons section of the Declarations section of this Policy.

#### PREMIUM

**Premiums.** Premiums are payable to the Company at the rates and in the manner described in the Premiums section of the Declarations section of this Policy. The Company may change the required premiums due on any premium due date on or after the first Policy anniversary date, as measured annually from the Policy Effective Date, by giving the Policyholder at least 31 days advance written notice. The Company may change the required premiums as a condition of any renewal of this Policy. The Company may also change the required premiums at any time when any coverage change affecting premiums is made in this Policy.

**Grace Period.** A Grace Period of 31 days will be provided for the payment of any premium due after the first. This Policy will not be terminated for nonpayment of premium during the Grace Period if the Policyholder pays all premiums due by the last day of the Grace Period. This Policy will terminate on the last day of the period for which all premiums have been paid if the Policyholder fails to pay all premiums due by the last day of the Grace Period.

If the Company expressly agrees to accept late payment of a premium without terminating this Policy, the Company does so in accordance with the Noncompliance with Policy Requirements provision of the General Provisions section. In such case, the Policyholder will be liable to the Company for any unpaid premiums for the time this Policy is in force, plus all costs and expenses (including, but not limited to, reasonable attorney fees, collection fees and court costs) incurred by the Company in the collection of all overdue amounts.

No grace period will be provided if the Company receives notice to terminate this Policy prior to a premium due date.

#### BENEFITS

**Principal Sum.** As applicable to each Hazard and Benefit for each Insured Person, Principal Sum means the amount of insurance in force under this Policy on that person for that Hazard and Benefit as described for the Insured Person's eligible class in the Principal Sums, Hazards and Benefits section of the Declarations section of this Policy.

**Reduction Schedule.** The amount payable for a loss will be reduced if an Insured Person is age 70 or older on the date of the accident causing the loss with respect to any Benefit provided by this Policy where the amount payable for the loss is determined as a percentage of his or her Principal Sum. The amount payable for the Insured Person's loss under that Benefit is a percentage of the amount that would otherwise be payable, according to the following schedule:

#### AGE ON DATE OF ACCIDENT PERCENTAGE OF AMOUNT OTHERWISE PAYABLE

70-74	65%
75-79	45%
80-84	30%
85 and older	15%

Premium for an Insured Person age 70 or older is based on 100% of the coverage that would be in effect if the Insured Person were under age 70.

"Age" as used above refers to the age of the Insured Person on the Insured Person's most recent birthday, regardless of the actual time of birth.

**B-1.** Accidental Death Benefit. See the Principal Sums, Hazards and Benefits for Eligible Persons section of the Declarations section of the Policy for the applicability of this Benefit with respect to each class of Insured Persons and each hazard. If Injury to the Insured Person results in death within 365 days of the date of the accident that caused the Injury, the Company will pay 100% of the Principal Sum.

**B-2.** Accidental Dismemberment and Paralysis Benefit. See the Principal Sums, Hazards and Benefits for Eligible Persons section of the Declarations section of the Policy for the applicability of this Benefit with respect to each class of Insured Persons and each hazard. If Injury to the Insured Person results, within 365 days of the date of the accident that caused the Injury, in any one of the Losses specified below, the Company will pay the percentage of the Principal Sum shown below for that Loss:

Both Hands or Both Feet10Sight of Both Eyes10One Hand and One Foot10	0%
One Hand and the Sight of One Eye	
One Foot and the Sight of One Eye	
Speech and Hearing in Both Ears 10	
One Hand or One Foot5	0%
Sight of One Eye 5	0%
Speech or Hearing in Both Ears5	
Hearing in One Ear	5%
Thumb and Index Finger of Same Hand 2	
Quadriplegia 10	0%
Paraplegia7	
Hemiplegia5	0%
Uniplegia 2	

"Loss" of a hand or foot means complete severance through or above the wrist or ankle joint. "Loss" of sight of an eye means total and irrecoverable loss of the entire sight in that eye. "Loss" of hearing in an ear means total and irrecoverable loss of the entire ability to hear in that ear. "Loss" of speech means total and irrecoverable loss of the entire ability to speak. "Loss" of thumb and index finger means complete severance through or above the metacarpophalangeal joint of both digits.

"Quadriplegia" means the complete and irreversible paralysis of both upper and both lower limbs. "Paraplegia" means the complete and irreversible paralysis of both lower 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.

If more than one Loss is sustained by an Insured Person as a result of the same accident, only one amount, the largest, will be paid.

**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 loss for which a benefit is otherwise payable under this Policy, the loss will be covered under the terms of this Policy.

If the body of an Insured Person has not been found within one year of the disappearance, forced landing, stranding, sinking or wrecking of a conveyance in which the 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 accidental death within the meaning of this Policy.

### LIMITATIONS

**Limitation on Multiple Benefits.** If an Insured Person suffers one or more losses from the same accident for which amounts are payable under more than one of the following Benefits provided by this Policy, the maximum amount payable under all of the Benefits combined will not exceed the amount payable for one of those losses, the largest: Accidental Death Benefit, Accidental Dismemberment and Paralysis Benefit, Coma Benefit.

**Limitation on Multiple Hazards.** If an Insured Person's Injury is caused by an accident that occurs under the circumstances described in more than one Hazard applicable to that person as shown in the Principal Sums, Hazards and Benefits section of the Declarations section of this Policy, for Policy purposes the Principal Sum for that Insured Person for that accident will be determined as though the accident occurred under the circumstances described in only one such Hazard, the Hazard with the largest Principal Sum: H-12, H-19, H-20, H-29, H-32, H-34, H-37, H-43, H-44.

**Aggregate Limit.** The maximum amount payable under this Policy may be reduced if more than one Insured Person suffers a loss as a result of the same accident during the same Policy Term, and if amounts are payable for those losses under one or more of the following Benefits provided by this Policy: Accidental Death Benefit, Accidental Dismemberment and Paralysis Benefit, Coma Benefit. The maximum amount payable for all such losses for all Insured Persons under all those Benefits combined will not exceed the amount shown as the Aggregate Limit in the Declarations section of this Policy. If the combined maximum amount otherwise payable for all Insured Persons must be reduced to comply with this provision, the reduction will be taken by applying the same percentage of reduction to the individual maximum amount otherwise payable for each Insured Person for all such losses under all those Benefits combined. NOTE: If the Declarations section of this Policy states that an Aggregate Limit is restricted in its applicability to certain eligible classes or certain Hazards, this Aggregate Limit provision applies only to Insured Persons in those eligible classes or to whom that Hazard applies.

#### **GENERAL EXCLUSIONS**

This Policy does not cover any loss caused in whole or in part by, or resulting in whole or in part from, the following:

- 1. suicide or any attempt at suicide or intentionally self-inflicted injury or any attempt at intentionally self-inflicted injury.
- 2. travel or flight in or on (including getting in or out of, or on or off of) any vehicle used for aerial navigation, whether as a Passenger, pilot, operator or crew member.
- 3. declared or undeclared war, or any act of declared or undeclared war.
- 4. full-time active duty in the armed forces of any country or international authority, except the National Guard or organized reserve corps duty (unearned premium will be returned if the Insured Person enters military service).
- 5. the Insured Person's commission of or attempt to commit a felony.

#### **CLAIMS PROVISIONS**

**Notice of Claim.** Written notice of claim must be given to the Company within 20 days after an Insured Person's loss, or as soon thereafter as reasonably possible. Notice given by or on behalf of the claimant to the Company at American International Companies ®, Accident and Health Claims Division, P.O. Box 25987, Shawnee Mission, KS 66225, with information sufficient to identify the Insured Person, is deemed notice to the Company.

**Claim Forms.** The Company 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 giving of notice, the claimant will be deemed to have met the proof of loss requirements upon submitting, within the time fixed in this Policy for filing proof of loss, written proof covering the occurrence, the character and the extent of the loss for which claim is made. The notice should include the Insured's name, the Policyholder's name and the Policy number.

**Proof of Loss.** Written proof of loss must be furnished to the Company within 90 days after the date of the loss. If the loss is one for which this Policy requires continuing eligibility for periodic benefit payments, subsequent written proofs of eligibility must be furnished at such intervals as the Company may reasonably require. Failure to furnish proof within the time required neither invalidates nor reduces any claim if it was not reasonably possible to give 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.

**Payment of Claims.** 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 Designation and Change provision of the General Provisions section.

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 or her beneficiary as described in the Beneficiary Designation and Change provision of the General Provisions section.

If any payee is a minor or is not competent to give a valid release for the payment, the payment will be made to the legal guardian of the payee's property. If the payee has no legal guardian for his or her 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 the Company's liability to the extent of the payment made.

**Time of Payment of Claims.** Benefits payable under this Policy for any loss other than loss for which this Policy provides any periodic payment will be paid immediately upon the Company's receipt of due written proof of the loss. Subject to the Company's receipt of due written proof of loss, all accrued benefits for loss for which this 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.

### **GENERAL PROVISIONS**

**Entire Contract; Changes.** This Policy, and any application or attached papers make up the entire contract between the Policyholder and the Company. In the absence of fraud, all statements made by the Policyholder will be considered representations and not warranties.

No change in this Policy will be valid until approved by an officer of the Company. The approval must be noted on or attached to this Policy. No agent may change this Policy or waive any of its provisions.

**Incontestability.** The validity of this Policy will not be contested after it has been in force for two year(s) from the Policy Effective Date, except as to nonpayment of premiums.

**Certificates of Insurance.** The Company, when required, will provide certificates of insurance for distribution to each Insured describing the coverage provided, any limitations, reductions, and exclusions applicable to the coverage, and to whom benefits will be paid.

**Beneficiary Designation and Change.** The Insured's designated beneficiary(ies) is (are) the person(s) so named by the Insured for the Policyholder's group life insurance policy as shown on the Policyholder's records kept on that policy, unless the Insured has named a beneficiary specifically for this Policy as shown on the Policyholder's records kept on this Policy. The Insured Dependent's beneficiary is the Insured unless the Insured has named a different beneficiary(ies) for the Insured Dependent's coverage as shown on the Policyholder's records kept on this Policy.

An Insured over the age of majority and legally competent may change his or her beneficiary designation or the beneficiary designation for an Insured Dependent's coverage at any time, unless an irrevocable designation has been made, without the consent of the designated beneficiary(ies) or the Insured Dependent, by providing the Policyholder with a written request for change. When the request is received by the Policyholder, whether the Insured or the Insured Dependent is then living or not, the change of beneficiary will relate back to and take effect as of the date of execution of the written request, but without prejudice to the Company on account of any payment made by it prior to receipt of the request.

If there is no designated beneficiary for an Insured's coverage or no designated beneficiary for the Insured's coverage is living after the Insured's death, the benefits will be paid, in equal shares, to the survivors in the first surviving class of those that follow: the Insured's (1) spouse; (2) children; (3) parents; or (4) brothers and sisters. If no class has a survivor, the beneficiary is the Insured's estate.

If no beneficiary for an Insured Dependent's coverage is living on the date of the Insured Dependent's death, the beneficiary is the Insured's estate.

**Physical Examination and Autopsy.** The Company at its own expense has the right and opportunity to examine the person of any individual whose loss is the basis of claim under this Policy when and as often as it may reasonably require during the pendency of the claim and to make an autopsy in case of death where it is not forbidden by law.

**Legal Actions.** No action at law or in equity may be brought to recover on this Policy prior to the expiration of 60 days after written proof of loss has been furnished in accordance with the requirements of this Policy. No such action may be brought after the expiration of three years after the time written proof of loss is required to be furnished.

**Noncompliance with Policy Requirements.** Any express waiver by the Company of any requirements of this Policy will not constitute a continuing waiver of such requirements. Any failure by the Company to insist upon compliance with any Policy provision will not operate as a waiver or amendment of that provision.

**Conformity With State Statutes.** Any provision of this Policy which, on its effective date, is in conflict with the statutes of the state in which this Policy is delivered is hereby amended to conform to the minimum requirements of those statutes.

**Workers' Compensation.** This Policy is not in lieu of and does not affect any requirements for coverage by any Workers' Compensation Act or similar law.

**Clerical Error.** Clerical error, whether by the Policyholder or the Company, will not void the insurance of any Insured Person if that insurance would otherwise have been in effect nor extend the insurance of any Insured Person if that insurance would otherwise have ended or been reduced as provided in this Policy.

**Records.** The Company has the right to inspect at any reasonable time, any records of the Policyholder that may have a bearing on this insurance.

**Assignment.** This Policy is non-assignable. An Insured may assign all of his or her rights, privileges and benefits under this Policy without the consent of his or her designated beneficiary. The Company is not bound by an assignment until the Company receives and files a signed copy. The Company is not responsible for the validity of assignments. The assignee only takes such rights as the assignor possessed and such rights are subject to state and federal laws and the terms of this Policy.

**New Entrants.** This Policy will allow from time to time, that new eligible Insured Persons of the Policyholder be added to the class(es) of Insured Persons originally insured under this Policy.

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(a capital stock company, herein referred to as the Company)

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### HAZARD H-12 24-HOUR ACCIDENT PROTECTION WHILE ON A TRIP (Business Only)

Hazard H-12 applies only with respect to an Insured Person in a class to which this Hazard applies as stated in the Principal Sums, Hazards and Benefits for Eligible Persons section of the Declarations section of this Policy, and only with respect to Injury sustained by such person:

- 1. While on the Business of the Policyholder; and
- 2. during the course of any Trip, including a Sojourn or Personal Deviation taken during the course of the Trip, made by such person.

With respect to a Sojourn or Personal Deviation, Hazard H-12 applies only where the Sojourns or Personal Deviations if they involve one or more stops en route and/or an extension of time spent at the destination(s) with respect to the circumstances described herein, do not last longer than a total of: 7 day(s).

With respect to any period of time such Insured Person is traveling on a conveyance during the course of any such trip, Hazard H-12 applies only with respect to Injury sustained by the person:

- 1. while operating or riding in or on (including getting in or out of, or on or off of), or by being struck or run down by any conveyance being used as a means of land or water transportation, except:
  - a. any such conveyance the Insured Person has been hired to operate or for which the Insured Person has been hired as a crew member and while the Insured Person is performing as an operator or crew member on any such conveyance; or
  - b. any such conveyance the Insured Person is operating, or for which the Insured Person is performing as a crew member, (including getting in or out of, or on or off of) for the transportation of passengers or property for hire, profit or gain; or
- 2. while riding as a Passenger in or on (including getting in or out of, or on or off of):
  - a. any Civilian Aircraft; or
  - b. any Military Air Transport Aircraft; or
- 3. by being struck or run down by any aircraft.

**Exclusions.** Exclusion 2 in the General Exclusions section of this Policy is waived with respect to an Insured Person to whom this Hazard applies, but only with respect to Injury sustained by such person under the circumstances described in this Hazard. It is not waived with respect to such person traveling or flying in or on (including getting in or out of, or on or off of) any aircraft other than as expressly described in this Hazard, unless otherwise provided by this Policy.

In addition to all other exclusions in the General Exclusions section of this Policy, the circumstances described in this Hazard are deemed to exclude travel or flight in or on (including getting in or out of, or on or off of) any Policyholder Aircraft, unless otherwise provided by this Policy, and any aircraft while it is being used for Specialized Aviation Activity(ies).

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### HAZARD H-19 POLICYHOLDER AIRCRAFT (Passenger, Pilot or Crew)

Hazard H-19 applies only with respect to an Insured Person in a class to which this Hazard applies as stated in the Principal Sums, Hazards and Benefits for Eligible Persons section of the Declarations section of this Policy, and only with respect to Injury sustained by such person while riding as a Passenger, pilot, operator or crew member in or on (including getting in or out of, or on or off of), or by being struck or run down by a designated aircraft described below:

### Named Aircraft on file with the Company and Policyholder

which, at the time the Injury is sustained: (1) is a Policyholder Aircraft; (2) is being operated with the consent of the Policyholder; and (3) is being piloted by:

### Any certified and duly licensed Pilot of the Policyholder

but only if such pilot, at the time the Injury is sustained: (1) has a current and valid medical certificate and pilot certificate with appropriate ratings for the designated aircraft; and (2) has a minimum of 1000 military, private or professional pilot hours logged for like aircraft, separately or combined.

**Exclusions.** Exclusion 2 in the General Exclusions section of this Policy is waived with respect to an Insured Person to whom this Hazard applies, but only with respect to Injury sustained by such person under the circumstances described in this Hazard. It is not waived with respect to such person traveling or flying in or on (including getting in or out of, or on or off of), or being struck or run down by, any aircraft other than as expressly described in this Hazard, unless otherwise provided by this Policy.

In addition to all other exclusions in the General Exclusions section of this Policy, the circumstances described in this Hazard are deemed to exclude travel or flight in or on (including getting in or out of, or on or off of) any aircraft described above while it is carrying Passengers for hire and any aircraft while it is being used for any Specialized Aviation Activity(ies).

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### HAZARD H-20 24-HOUR ACCIDENT PROTECTION

Hazard H-20 applies only with respect to an Insured Person in a class to which this Hazard applies as stated in the Principal Sums, Hazards and Benefits for Eligible Persons section of the Declarations section of this Policy, with respect to Injury sustained by such person anywhere in the world.

With respect to any period of time such Insured Person is traveling on a conveyance, Hazard H-20 applies only with respect to Injury sustained by the person:

- 1. while riding as a Passenger in or on (including getting in or out of, or on or off of):
  - a. any Civilian Aircraft; or
  - b. any Military Air Transport Aircraft; or
- 2. while operating or riding in or on (including getting in or out of, or on or off of), or by being struck or run down by any conveyance being used as a means of land or water transportation; or
- 3. by being struck or run down by any aircraft.

**Exclusions.** Exclusion 2 in the General Exclusions section of this Policy is waived with respect to an Insured Person to whom this Hazard applies, but only with respect to Injury sustained by such person under the circumstances described in this Hazard. It is not waived with respect to such person traveling or flying in or on (including getting in or out of, or on or off of) any aircraft other than as expressly described in this Hazard, unless otherwise provided by this Policy.

In addition to all other exclusions in the General Exclusions section of this Policy, the circumstances described in this Hazard are deemed to exclude travel or flight in or on (including getting in or out of, or on or off of) any Policyholder Aircraft, unless otherwise provided by this Policy, and any aircraft while it is being used for any Specialized Aviation Activity(ies).

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### HAZARD H-29 OCCUPATIONAL ACCIDENT PROTECTION

Hazard H-29 applies only with respect to an Insured Person in a class to which this Hazard applies as stated in the Principal Sums, Hazards and Benefits for Eligible Persons section of the Declarations section of this Policy, with respect to Injury sustained by such person:

- 1. While on the Business of the Policyholder; or
- 2. While on the Business of the Policyholder and during the course of any Trip, including a Sojourn or Personal Deviation taken during the course of the Trip, made by such person; or
- 3. While On-Premises of the Policyholder.

With respect to a Sojourn or Personal Deviation, Hazard H-12 applies only where the Sojourns or Personal Deviations if they involve one or more stops en route and/or an extension of time spent at the destination(s) with respect to the circumstances described herein, do not last longer than a total of: 7 day(s).

However, with respect to any such Injury sustained during any period of time such Insured Person is traveling on a conveyance, Hazard H-29 applies only with respect to Injury sustained by the person:

- 1. while operating or riding in or on (including getting in or out of, or on or off of), or by being struck or run down by any conveyance being used as a means of land or water transportation;
- 2. while riding as a Passenger in or on (including getting in or out of, or on or off of):
  - a. any Civilian Aircraft; or
  - b. any Military Air Transport Aircraft; or
- 3. by being struck or run down by any aircraft.

**Exclusions.** Exclusion 2 in the General Exclusions section of this Policy is waived with respect to an Insured Person to whom this Hazard applies, but only with respect to Injury sustained by such person under the circumstances described in this Hazard. It is not waived with respect to such person traveling or flying in or on (including getting in or out of, or on or off of) any aircraft other than as expressly described in this Hazard, unless otherwise provided by this Policy.

In addition to all other exclusions in the General Exclusions section of this Policy, the circumstances described in this Hazard are deemed to exclude travel or flight in or on (including getting in or out of, or on or off of) any Policyholder Aircraft, unless previously consented to in writing by the Company, and any aircraft while it is being used for any Specialized Aviation Activity(ies).

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### HAZARD H-32 EXTRAORDINARY COMMUTING

Hazard H-32 applies only with respect to an Insured Person in a class to which this Hazard applies as stated in the Principal Sums, Hazards and Benefits for Eligible Persons section of the Declarations section of this Policy, and only with respect to Injury sustained by such person during the course of Extraordinary Commuting. This Hazard does not apply with respect to Commuting other than Extraordinary Commuting.

**Exclusions.** Exclusion 2 in the General Exclusions section of this Policy is waived with respect to an Insured Person to whom this Hazard applies, but only with respect to Injury sustained by such person under the circumstances described in this Hazard. However that Exclusion is not waived with respect to the person traveling or flying in or on (including getting in or out of, or on or off of) any vehicle used for aerial navigation, if the accident causing such Injury occurs while the person is:

- 1. riding as a Passenger in any aircraft not intended and/or licensed for the transportation of Passengers.
- 2. performing, learning to perform or instructing others to perform as a pilot or crew member of any aircraft.
- 3. riding as a Passenger in a Policyholder Aircraft or an aircraft owned, leased or operated by the Insured Person's employer.

All other exclusions in the General Exclusions section of this Policy apply.

**Commuting -** as used in this Hazard, means everyday travel between the Insured Person's residence and place of regular employment with the Policyholder, where his or her purpose in being at such place of employment is to perform assigned duties relating to such employment for which compensation is received. As used in this Hazard, Commuting does not include Sojourn or Personal Deviation.

**Extraordinary Commuting -** as used in this Hazard, means Commuting by automobile or other means of transportation, but only when it is necessary for the Insured Person to use such means of transportation because of the discontinuance of service, due to strike or major breakdown, of one or more public transportation systems he or she regularly uses.

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### HAZARD H-34 ON-PREMISES BOMB SCARE

Hazard H-34 applies only with respect to an Insured Person in a class to which this Hazard applies as stated in the Principal Sums, Hazards and Benefits for Eligible Persons section of the Declarations section of this Policy, and only with respect to Injury sustained by such person as a result of a Bomb Scare which is directed at the Policyholder or its property or assets and:

- 1. that is not an act of the Insured Person, an employee of the Policyholder or, a former employee of the Policyholder whose employment with the Policyholder ended less than 6 (six) months before the date of the Bomb Scare; and
- 2. that occurs While On-Premises of the Policyholder.

**Exclusions.** All exclusions in the General Exclusions section of this Policy apply with respect to this Hazard.

**Bomb** - as used in this Hazard, means any explosive device fused to detonate and placed with the intent to cause injury, damage or fear.

**Bomb Scare** - as used in this Hazard, means: (1) any report of the presence of a Bomb (whether or not there actually is a Bomb) that requires both evacuation of the Policyholder's premises and an organized search for such Bomb; or (2) any explosion of a Bomb, whether or not reported in advance.

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### HAZARD H-37 HIJACKING (Business Only)

Hazard H-37 applies only with respect to an Insured Person in a class to which this Hazard applies as stated in the Principal Sums, Hazards and Benefits for Eligible Persons section of the Declarations section of this Policy, and only with respect to Injury sustained by such person as a result of a Hijacking of any land, water or air conveyance, except a private automobile, where the Hijacking:

- 1. occurs while the Insured Person is riding as a Passenger in or on (including getting in or out of, or on or off of) such conveyance While on the Business of the Policyholder; and
- 2. While on the Business of the Policyholder and during the course of any Trip, including a Sojourn or Personal Deviation taken during the course of the Trip, made by such person; and
- 3. is not an act of the Insured Person, an Immediate Family Member, an employee of the Policyholder, a former employee of the Policyholder whose employment with the Policyholder ended less than 6 (six) months before the date of the Hijacking, or an individual who resides with the Insured Person on a permanent basis.

With respect to a Sojourn or Personal Deviation, Hazard H-12 applies only where the Sojourns or Personal Deviations if they involve one or more stops en route and/or an extension of time spent at the destination(s) with respect to the circumstances described herein, do not last longer than a total of: 7 day(s).

This Hazard will not duplicate coverages under any other Hazards provided by this Policy.

**Exclusions.** Exclusion 2 in the General Exclusions section of this Policy is waived with respect to an Insured Person to whom this Hazard applies, but only with respect to Injury sustained by such person under the circumstances described in this Hazard. However, unless otherwise provided by this Policy, that Exclusion is not waived with respect to the person traveling or flying in or on (including getting in or out of, or on or off of) any vehicle used for aerial navigation, if the accident causing such Injury occurs while the person is:

- 1. performing, learning to perform or instructing others to perform as a pilot or crew member of any aircraft.
- 2. riding as a Passenger in a Policyholder Aircraft or an aircraft owned, leased or operated by the Insured Person's employer.

Exclusion 3 in the General Exclusions section of this Policy is also waived but only with respect to Injury sustained by such person (a) under the circumstances described in this Hazard and (b) outside the geographic limits or territorial waters of, or airspace above the geographic limits or territorial waters of the United States of America.

All other exclusions in the General Exclusions section of this Policy apply.

**Hijacking** - as used in this Hazard, means taking unlawful possession of a conveyance by means of force or threats against the person(s) then rightfully occupying such conveyance.

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### HAZARD H-43 24-HOUR ON A FAMILY RELOCATION TRIP (Insured Dependents Only)

Hazard H-43 applies only with respect to an Insured Dependent in a class to which this Hazard applies as stated in the Principal Sums, Hazards and Benefits for Eligible Persons section of the Declarations section of this Policy, and only with respect to Injury sustained by such person during the course of any Family Relocation Trip made by such person.

**Exclusions.** Exclusion 2 in the General Exclusions section of this Policy is waived with respect to an Insured Dependent to whom this Hazard applies, but only with respect to Injury sustained by such person under the circumstances described in this Hazard. However, unless otherwise provided by this Policy that Exclusion is not waived with respect to the person traveling or flying in or on (including getting in or out of, or on or off of) any vehicle used for aerial navigation, if the accident causing such Injury occurs while the person is:

- 1. riding as a Passenger in any aircraft not intended and/or licensed for the transportation of Passengers.
- 2. performing, learning to perform or instructing others to perform as a pilot or crew member of any aircraft.
- 3. riding as a Passenger in a Policyholder Aircraft or an aircraft owned, leased or operated by the Insured Dependent's employer.

All other exclusions in the General Exclusions section of this Policy apply.

**Family Relocation Trip** - as used in this Hazard, means a Trip made by an Insured Dependent in connection with the Insured's transfer or proposed transfer by the Policyholder to a new worksite. The Trip must be authorized by, or taken at the direction of, the Policyholder and/or must be paid for in whole or in part by the Policyholder.

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### HAZARD H-44 FAMILY ACCOMPANYING THE INSURED (Insured Dependents Only)

Hazard H-44 applies only with respect to an Insured Dependent in a class to which this Hazard applies as stated in the Principal Sums, Hazards and Benefits for Eligible Persons section of the Declarations section of this Policy, and only with respect to Injury sustained by such Insured Dependent:

- 1. while he or she is accompanying the Insured or on his or her way to join the Insured; and
- 2. when the Trip is authorized by and/or paid for in whole or in part by the Policyholder; and
- 3. while the Insured is covered during the course of the circumstances described in, and subject to the exclusions and other terms and conditions of any Hazards for which the Insured is covered under this Policy.

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#### **BENEFIT B-4**

### BEREAVEMENT AND TRAUMA COUNSELING BENEFIT RIDER

This Rider is attached to and made part of the Policy effective January 1, 2014. It applies only with respect to accidents that occur on or after that date. 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 Principal Sums, Hazards and Benefits for Eligible Persons section of the Declarations section of the Policy for the applicability of this Rider with respect to each class of Insured Persons and each Hazard.

**Bereavement and Trauma Counseling Benefit.** If an Insured Person suffers an accidental death or an accidental dismemberment or paralysis for which an Accidental Death or Accidental Dismemberment and Paralysis benefit is payable under the Policy, or if he or she goes into a coma for which a Coma benefit is payable under the Policy, the Company will pay Covered Bereavement and Trauma Counseling Expenses that are due to his or her death or dismemberment or paralysis or coma. The Covered Bereavement and Trauma Counseling Expenses must be incurred within one year after the date of the accident causing such loss(es), up to a maximum of \$150 per session for up to 10 sessions for the Insured Person and all of his or her Immediate Family Members combined with respect to all such losses caused by the same accident.

**Covered Bereavement and Trauma Counseling Expense(s)** - as used in this Rider, means an expense that: (1) is charged for a Medically Necessary Bereavement or Trauma Counseling Session for the Insured Person and/or one or more of his or her Immediate Family Member(s) provided under the care, supervision or order of a Physician; (2) does not exceed the usual level of charges for similar counseling sessions in the locality where the expense is incurred; and (3) does not include charges that would not have been made if no insurance existed.

**Medically Necessary Bereavement or Trauma Counseling Session** - as used in this Rider, means any individual, joint or family mental health counseling session that: (1) is essential to assist the Insured Person and/or one or more Immediate Family Members in coping with the loss for which it is provided; (2) meets generally accepted standards of medical practice; and (3) is ordered by a Physician.

**Exclusions.** In addition to the Exclusions in the General Exclusions section of the Policy, Covered Bereavement and Trauma Counseling Expenses do not include any expenses for or resulting from any condition for which the Insured Person is entitled to benefits under any Workers' Compensation Act or similar law.



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### BENEFIT B-7 COMA BENEFIT RIDER

This Rider is attached to and made part of the Policy effective January 1, 2014. It applies only with respect to accidents that occur on or after that date. 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 Principal Sums, Hazards and Benefits for Eligible Persons section of the Declarations section of the Policy for the applicability of this Rider with respect to each class of Insured Persons and each Hazard.

**Coma Benefit.** If Injury renders an Insured Person Comatose within 365 days of the date of the accident that caused the Injury, and if the Coma continues for a period of 30 consecutive days, the Company will pay a monthly benefit of 1% of the Principal Sum. No benefit is provided for the first 30 days of Coma. The benefit is payable monthly as long as the Insured Person remains Comatose due to that Injury, but ceases on the earliest of: (1) the date the Insured Person ceases to be Comatose due to that Injury; (2) the date the Insured Person dies; or (3) the date the total amount of monthly Coma benefits paid for all Injuries caused by the same accident equals 100% of the Principal Sum. The Company will pay benefits calculated at a rate of 1/30th of the monthly benefit for each day for which the Company is liable when the Insured Person is Comatose for less than a full month. Only one benefit is provided for any one month of Coma, regardless of the number of Injuries causing the Coma.

The Company reserves the right, at the end of the first 30 consecutive days of Coma and as often as it may reasonably require thereafter, to determine, on the basis of all the facts and circumstances, that the Insured Person is Comatose, including, but not limited to, requiring an independent medical examination provided at the expense of the Company.

**Coma/Comatose** - as used in this Rider, means a profound state of unconsciousness from which the Insured Person cannot be aroused to consciousness, even by powerful stimulation, as determined by a Physician.

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### BENEFIT B-13 EMERGENCY EVACUATION BENEFIT RIDER

This Rider is attached to and made part of the Policy effective January 1, 2014. It applies only with respect to accidents and Emergency Sicknesses that occur on or after that date. 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 Principal Sums, Hazards and Benefits for Eligible Persons section of the Declarations section of the Policy for the applicability of this Rider with respect to each class of Insured Persons and each Hazard.

**Emergency Evacuation Benefit.** The Company will pay for Covered Emergency Evacuation Expenses reasonably incurred if the Insured Person suffers an Injury or Emergency Sickness that warrants his or her Emergency Evacuation while he or she is outside a 100 mile radius from his or her current place of primary residence.

The Physician ordering the Emergency Evacuation must certify that the severity of the Insured Person's Injury or Emergency Sickness warrants his or her Emergency Evacuation. All Transportation arrangements made for the Emergency Evacuation must be by the most direct and economical conveyance and route possible.

**Covered Emergency Evacuation Expense(s)** - as used in this Rider, 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.

**Emergency Evacuation -** as used in this Rider, means, if warranted by the severity of the Insured Person's Injury or Emergency Sickness: (1) the Insured Person's immediate Transportation from the place where he or she suffers an 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 or her current place of primary residence to obtain further medical treatment in a hospital or other medical facility or to recover after suffering an 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 -** as used in this Rider, means an illness or disease, diagnosed by a Physician, which meets all of the following criteria: (1) there is present a severe or acute symptom requiring immediate care and the failure to obtain such care could reasonably result in serious deterioration of the Insured Person's condition or place his or her life in jeopardy; (2) the severe or acute symptom occurs suddenly and unexpectedly; and (3) the severe or acute symptom occurs while the Policy is in force as to the person suffering the symptom and under the circumstances described in a Hazard (a) applicable to that person and (b) to which this Rider applies. For purposes of this Rider, any references to "Injury" in such a Hazard are deemed to be references to "Injury or Emergency Sickness."

**Medically Necessary Emergency Evacuation Service -** as used in this Rider, means any Transportation, medical treatment, medical service or medical supply that: (1) is an essential part of an Emergency Evacuation due to the Injury or Emergency Sickness for which it is prescribed or performed; (2) meets generally accepted standards of medical practice; and (3) either is ordered by a Physician and performed under his or her care or supervision or order, or is required by the standard regulations of the conveyance transporting the Insured Person.

**Transportation -** as used in this Rider means moving the Insured Person during an Emergency Evacuation by a land, water or air conveyance. Conveyances include, but are not limited to, air ambulances, land ambulances and private motor vehicles.

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### **BENEFIT B-16**

## HOME ALTERATION AND VEHICLE MODIFICATION BENEFIT RIDER

This Rider is attached to and made part of the Policy effective January 1, 2014. It applies only with respect to accidents that occur on or after that date. 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 Principal Sums, Hazards and Benefits for Eligible Persons section of the Declarations section of the Policy for the applicability of this Rider with respect to each class of Insured Persons and each Hazard.

### Home Alteration and Vehicle Modification Benefit. If an Insured Person:

- 1. suffers an accidental dismemberment or paralysis for which an Accidental Dismemberment and Paralysis benefit is payable under the Policy;
- 2. did not, prior to the date of the accident causing such loss(es), require the use of a wheelchair to be ambulatory; and
- 3. as a direct result of such loss(es) is now required to use a wheelchair to be ambulatory;

the Company will pay Covered Home Alteration and Vehicle Modification Expenses that are incurred within one year after the date of the accident causing such loss(es), up to a maximum of \$25,000 for all such losses caused by the same accident.

**Covered Home Alteration and Vehicle Modification Expenses** - as used in this Rider, means one-time expenses that:

- 1. are charged for:
  - (a) alterations to the Insured Person's residence that are necessary to make the residence accessible and habitable for a wheelchair-confined person; or
  - (b) modifications to a motor vehicle owned or leased by the Insured Person or modifications to a motor vehicle newly purchased for the Insured Person that are necessary to make the vehicle accessible to and/or driveable by the Insured Person; and
- 2. do not include charges that would not have been made if no insurance existed; and
- 3. do not exceed the usual level of charges for similar alterations and modifications in the locality where the expense is incurred;

but only if the alterations to the Insured Person's residence and the modifications to his or her motor vehicle are:

- 1. made on behalf of the Insured Person;
- recommended by a nationally-recognized organization providing support and assistance to wheelchair users;
- 3. carried out by individuals experienced in such alterations and modifications; and
- 4. in compliance with any applicable laws or requirements for approval by the appropriate government authorities.

**Exclusions.** In addition to the Exclusions in the General Exclusions section of the Policy, Covered Home Alteration and Vehicle Modification Expenses do not include any expenses for or resulting from any condition for which the Insured Person is entitled to benefits under any Workers' Compensation Act or similar law.

President

Secretary

Executive Offices: 175 Water Street, 18<sup>th</sup> Floor, New York, NY 10038 (212) 458-5000 (a capital stock company, herein referred to as the Company)

Policyholder: Robins & Morton Policy Number: GTP 0009141251

## BENEFIT B-25 REHABILITATION BENEFIT RIDER

This Rider is attached to and made part of the Policy effective January 1, 2014. It applies only with respect to accidents that occur on or after that date. 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 Principal Sums, Hazards and Benefits for Eligible Persons section of the Declarations section of the Policy for the applicability of this Rider with respect to each class of Insured Persons and each Hazard.

**Rehabilitation Benefit.** If an Insured Person suffers an accidental dismemberment or paralysis for which an Accidental Dismemberment and Paralysis benefit is payable under the Policy, the Company will reimburse the Insured Person for Covered Rehabilitative Expenses that are due to the Injury causing the dismemberment or paralysis. The Covered Rehabilitative Expenses must be incurred within two years after the date of the accident causing that Injury, up to a maximum of \$50,000 for all Injuries caused by the same accident.

**Hospital** - as used in this Rider, means a facility that: (1) is operated according to law for the care and treatment of injured people; (2) has organized facilities for diagnosis and surgery on its premises or in facilities available to it on a prearranged basis; (3) has 24 hour nursing service by registered nurses (R.N.); and (4) is supervised by one or more Physicians. A Hospital does not include: (1) a nursing, convalescent or geriatric unit of a hospital when a patient is confined mainly to receive nursing care; (2) a facility that is, other than incidentally, a rest home, nursing home, convalescent home or home for the aged; nor does it include any ward, room, wing, or other section of the hospital that is used for such purposes; or (3) any military or veterans hospital or soldiers home or any hospital contracted for or operated by any national government or government agency for the treatment of members or ex-members of the armed forces.

**Medically Necessary Rehabilitative Training Service** - as used in this Rider, means any medical service, medical supply, medical treatment or Hospital confinement (or part of a Hospital confinement) that: (1) is essential for physical rehabilitative training due to the Injury for which it is prescribed or performed; (2) meets generally accepted standards of medical practice; and (3) is ordered by a Physician.

**Covered Rehabilitative Expense(s)** - as used in this Rider, means an expense that: (1) is charged for a Medically Necessary Rehabilitative Training Service of the Insured Person performed under the care, supervision or order of a Physician; (2) does not exceed the usual level of charges for similar treatment, supplies or services in the locality where the expense is incurred (for a Hospital room and board charge, does not exceed the most common charge for Hospital semi-private room and board in the Hospital where the expense is incurred); and (3) does not include charges that would not have been made if no insurance existed.

**Exclusions.** In addition to the Exclusions in the General Exclusions section of the Policy, Covered Rehabilitative Expenses do not include any expenses for or resulting from any condition for which the Insured Person is entitled to benefits under any Workers' Compensation Act or similar law.

President

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## BENEFIT B-26 REPATRIATION OF REMAINS BENEFIT RIDER

This Rider is attached to and made part of the Policy effective January 1, 2014. It applies only with respect to losses of life that occur on or after that date. 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 Principal Sums, Hazards and Benefits for Eligible Persons section of the Declarations section of the Policy for the applicability of this Rider with respect to each class of Insured Persons and each Hazard.

**Repatriation of Remains Benefit.** If an Insured Person suffers loss of life due to Injury or Emergency Sickness while outside a 100 mile radius from his or her current place of primary residence, the Company will pay for covered expenses reasonably incurred to return his or her body to his or her 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.

AIG Benefits Travel Assist<sup>SM</sup> must make all arrangements and must authorize all expenses in advance for this benefit to be payable. The Company reserves the right to determine the benefit payable, including any reductions, if it was not reasonably possible to contact AIG Benefits Travel Assist<sup>SM</sup> in advance.

**Emergency Sickness -** as used in this Rider, means an illness or disease, diagnosed by a Physician, which meets all of the following criteria: (1) there is present a severe or acute symptom requiring immediate care and the failure to obtain such care could reasonably result in serious deterioration of the Insured Person's condition or place his or her life in jeopardy; (2) the severe or acute symptom occurs suddenly and unexpectedly; and (3) the severe or acute symptom occurs while the Policy is in force as to the person suffering the symptom and under the circumstances described in a Hazard (a) applicable to that person and (b) to which this Rider applies. For purposes of this Rider, any references to "Injury" in such a Hazard are deemed to be references to "Injury or Emergency Sickness."

President

Secretary

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(212) 458-5000

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Policyholder: Robins & Morton Policy Number: GTP 0009141251

**BENEFIT B-28** 

## SEAT BELT AND AIR BAG (PERCENTAGE OF PRINCIPAL SUM AMOUNT) BENEFIT RIDER

This Rider is attached to and made part of the Policy effective January 1, 2014. It applies only with respect to accidents that occur on or after that date. 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 Principal Sums, Hazards and Benefits for Eligible Persons section of the Declarations section of the Policy for the applicability of this Rider with respect to each class of Insured Persons and each Hazard.

**Seat Belt Benefit.** The Company will pay a benefit under this Rider when the Insured Person suffers accidental death such that an Accidental Death benefit is payable under the Policy and the accident causing death occurs while the Insured Person is operating, or riding as a passenger in, an Automobile and wearing a properly fastened, original, factory-installed seat belt. The amount payable under this Rider is the lesser of: (1) \$50,000; or (2) 25% of the Insured Person's Principal Sum.

**Air Bag Benefit.** The Company will pay an additional benefit under this Rider if a Seat Belt Benefit is payable under this Rider and if the Insured Person is positioned in a seat protected by a properly functioning, original, factory-installed Supplemental Restraint System that inflates on impact. The additional amount payable under this Rider is the lesser of: (1) \$25,000; or (2) 10% of the Insured Person's Principal Sum.

Verification of the actual use of the seat belt, at the time of the accident, and that the Supplemental Restraint System inflated properly upon impact must be a part of an official report of the accident or be certified, in writing, by the investigating officer(s).

**Automobile** - as used in this Rider, means a self-propelled private passenger motor vehicle with four or more wheels which is of a type both designed and required to be licensed for use on the highways of any state or country. Automobile includes, but is not limited to, a sedan, station wagon, or jeep-type vehicle and a motor vehicle of the pickup, panel, van, camper or motor home type. Automobile does not include a mobile home or any motor vehicle which is used in mass or public transit.

**Supplemental Restraint System -** as used in this Rider, means an air bag which inflates for added protection to the head and chest areas.

President

Secretary

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### **ENDORSEMENT E-5**

## INJURY DEFINITION AND GENERAL EXCLUSIONS AMENDATORY ENDORSEMENT

This Endorsement is attached to and made part of this Policy effective January 1, 2014. It applies only with respect to accidents and Emergency Sicknesses and losses of life that occur on or after that date. It is subject to all of the provisions, limitations and exclusions of this Policy except as they are specifically modified by this Endorsement.

1. The definition of Injury in the Definitions section of this Policyis deleted and replaced by the following:

**Injury** - means bodily injury: (1) which is sustained as a direct result of an unintended, unanticipated accident that is external to the body and that occurs while the injured person's coverage under this Policy is in force; (2) which occurs under the circumstances described in a Hazard applicable to that person; and (3) which directly (independent of sickness, disease, mental incapacity, bodily infirmity or any other cause) causes a covered loss under a Benefit applicable to such Hazard.

2. The General Exclusions section of the Policy is deleted and replaced by the following:

### General Exclusions

No coverage shall be provided under this Policy and no payment shall be made for any loss resulting in whole or in part from, or contributed to by, or as a natural and probable consequence of any of the following excluded risks even if the proximate or precipitating cause of the loss is an accidental bodily Injury:

- 1. suicide or any attempt at suicide or intentionally self-inflicted Injury or any attempt at intentionally self-inflicted Injury.
- 2. travel or flight in or on (including getting in or out of, or on or off of) any vehicle used for aerial navigation, whether as a Passenger, pilot, operator or crew member.
- 3. declared or undeclared war, or any act of declared or undeclared war
- 4. sickness, or disease, mental incapacity or bodily infirmity whether the loss results directly or indirectly from any of these.
- 5. infections of any kind regardless of how contracted, except bacterial infections that are directly caused by botulism, ptomaine poisoning or an accidental cut or wound independent and in the absence of any underlying sickness, disease or condition including but not limited to diabetes.

- 6. Full-time active duty in the armed forces, National Guard or organized reserve corps of any country or international authority. (Unearned premium for any period for which the Insured Person is not covered due to his or her active duty status will be refunded) (Loss caused while on short-term National Guard or reserve duty for regularly scheduled training purposes is not excluded.)
- 7. the Insured's Person's commission of or attempt to commit a felony.
- 8. the medical or surgical treatment of sickness, disease, mental incapacity or bodily infirmity whether the loss results directly or indirectly from the treatment.

President

Secretary

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Policyholder: Robins & Morton Policy Number: GTP 0009141251

### ENDORSEMENT E-7 AMENDED DEFINITION ENDORSEMENT

This Endorsement is attached to and made part of the Policy effective January 1, 2014. It applies only with respect to accidents that occur on or after that date. It is subject to all of the provisions, limitations and exclusions of the Policy except as they are specifically modified by this Endorsement.

The definitions of Trip and While on the Business of the Policyholder are revised as follows:

**Trip** – means a trip taken by an Insured which begins when the Insured leaves his or her 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 returns from the trip to his or her residence or place of regular employment (whichever occurs first). However, the trip is deemed to exclude any period of time during which the Insured is on an authorized leave of absence or vacation or travel to and from the Insured's place of regular employment. "Trip" does not include the Insured's trip to a location that extends for more than 365 days. Such a trip will be deemed to change the Insured's residence or place of regular employment to the new location.

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 is working at his or her 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. If an Insured's assignment to a location exceeds 365 days, such assignment will be deemed to change the Insured's residence and regular place of employment to the new location.

President

Secretary

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#### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement, effective January 1, 2014 12:01 A.M. forms a part of Policy No. GTP 0009141251 issued to Robins & Morton by National Union Fire Insurance Company of Pittsburgh, PA

#### COVERAGE TERRITORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

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

President

Secretary

#### IMPORTANT NOTICE TO OUR CUSTOMERS REGARDING THE OFFICE OF FOREIGN ASSETS CONTROL

Your rights as a policyholder and payments to you, any insured, additional insured, loss payee, mortgagee, or claimant, for loss under this policy may be affected by the administration and enforcement of U.S. economic embargoes and trade sanctions by the OFFICE OF FOREIGN ASSETS CONTROL ("OFAC").

#### WHAT IS OFAC?

OFAC is an office of the Department of the Treasury and acts under presidential wartime and national emergency powers, as well as authority granted by specific legislation, to impose controls on transactions and freeze foreign assets under U.S. jurisdiction. OFAC administers and enforces economic embargoes and trade sanctions primarily against:

- Targeted foreign countries and their agents
- Terrorism sponsoring agencies and organizations
- International narcotics traffickers

#### PROHIBITED ACTIVITY

- OFAC enforces certain embargoes and sanctions against certain designated countries. No U.S. business or person may enter into certain transactions in or connected to such designated "sanctioned" countries.
- OFAC maintains a directory known as the "Specially Designated Nationals and Blocked Persons" ("SDNBP") list. No U.S. business or person may transact business with any person or entity named on the SDNBP list.

Additional and more in-depth information on OFAC is available at the following website: http://www.ustreas.gov/offices/eotffc/ofac.

#### **OBLIGATIONS PLACED ON US BY OFAC**

If we determine that you or any insured, additional insured, loss payee, mortgagee, or claimant are on the SDNBP list or are connected to a sanctioned country as described in the regulations enforced by OFAC, we must block or "freeze" property and payment of any funds transfers or transactions and report all blocks to OFAC within ten (10) days.

#### POTENTIAL ACTIONS BY US

- 1. We may immediately cancel your coverage effective on the day that we determine that we have transacted business with an individual or entity associated with your policy on the SDNBP list or connected to a sanctioned country as described in the regulations enforced by OFAC.
- 2. If we cancel your coverage, you will not receive a return premium unless approved by OFAC. All funds will be placed in an interest bearing blocked account established on the books of a U.S. financial institution.
- 3. We will not pay a claim, accept premium or exchange monies or assets of any kind to or with individuals, entities or companies (including a bank) on the SDNBP list or connected to a sanctioned country as described in the regulations enforced by OFAC. And, we will not defend or provide any other benefits under your policy to individuals, entities or companies on the SDNBP list or connected to a sanctioned country as described in the regulations enforced by OFAC.

#### YOUR RIGHTS AS A POLICYHOLDER

If funds are blocked or frozen by us in conjunction with the OFFICE OF FOREIGN ASSETS CONTROL, you may complete an "APPLICATION FOR THE RELEASE OF BLOCKED FUNDS" and apply for a specific license to request their release. Forms are available for download at the OFAC website. See http://www.ustreas.gov/offices/eotffc/ofac/legal/forms/license.pdf

## AIG Property Casualty U.S. Privacy and Data Security Notice

#### About This Notice

This Privacy and Data Security Notice applies only to your Personal Information (see definition below) obtained by one of the property-casualty insurance company subsidiaries or affiliates of American International Group, Inc. listed at the end of this notice (collectively, the "AIG Companies" or "we") in connection with the products or services one of those companies provided primarily for your personal, family, or household purposes in connection with which you are receiving this notice.

The AIG Companies have established practices, procedures and system protections that are designed to help protect the privacy and security of Personal Information that we collect in the course of conducting our business. This notice outlines how we collect, handle, and disclose Personal Information about you.

The term "Personal Information," as used in this Privacy and Data Security Notice, means information that identifies you personally. Examples of Personal Information include, but are not limited to, a first and last name, a home or other physical address, an email address, a financial account or credit card number, a driver's license number, and information on your physical condition or health status.

#### I. Information Privacy

We may collect Personal Information from applications, enrollment forms, in claims processing, or in your other interactions with us and with our Affiliates. We may also collect Personal Information from credit reporting agencies and other third parties in connection with the sale of our products to you.

We will collect Personal Information only in accordance with applicable laws or regulations, whether we collect it in response to your request for a product or service from us or otherwise.

#### Information Sharing

We may share your Personal Information with Affiliates and Non-Affiliates as described below.

#### With our Affiliates:

Our Affiliates may include other insurance companies, insurance holding companies, insurance agents and agencies, claims administrators, marketing companies, e-commerce service providers, and companies providing administrative services.

We may share your Personal Information, including Personal Information of a health nature, with our Affiliates that assist us in servicing your insurance policies. Examples are administration (billing and collections), risk management, underwriting, and claims handling. We may also share your Personal Information with our Affiliates for the purpose of detecting and preventing fraud, as directed or authorized by you, or as otherwise permitted or required by law.

#### With Non-Affiliates:

We may share your Personal Information, including Personal Information of a health nature, with Non-Affiliates that assist us in servicing your insurance policies. Examples are administration (billing and collections), risk management, underwriting, and claims handling. We may also share your Personal Information with Non-Affiliates for the purpose of detecting and preventing fraud, as directed or authorized by you, or as otherwise permitted or required by law.

We may also enter into joint marketing agreements with Non-Affiliates to share your non-health Personal Information as permitted by law. These Non-Affiliates may include providers of financial products or services such as insurance companies, financial institutions, and securities firms.

Because we do not share Personal Information with either Affiliates or Non-Affiliates in any other way, there is no need for an opt-out process in our privacy procedures.

For California and Vermont Residents: If it becomes necessary to share your Personal Information with Non-Affiliates other than as specifically allowed by law, we will not do so without first obtaining your permission.

#### II. Data Security

To help prevent unwarranted disclosure of your Personal Information and secure it from theft, we utilize secure computer networks. Access is restricted to those persons who have a business need to use your Personal Information to provide products or services to you. We also maintain physical, electronic, and procedural safeguards designed to protect your Personal Information in compliance with federal and state privacy and information security laws. Non-Affiliates that assist us in servicing insurance policies or who enter into joint marketing agreements with us are required to take measures to maintain the security of your Personal Information in compliance with federal and state privacy and information in compliance with federal and state privacy and information in compliance with federal and state privacy and information in compliance with federal and state privacy and information in compliance with federal and state privacy and information in compliance with federal and state privacy and information in compliance with federal and state privacy and information in compliance with federal and state privacy and information in compliance with federal and state privacy and information security laws.

#### III. Maintaining Personal Information

We also maintain procedures to ensure that the Personal Information we collect is accurate, up-to-date, and as complete as possible. If you believe the information we have about you in our records or files is incomplete or inaccurate, you may request that we make additions or corrections, or if it is feasible, that we delete this information from our files. You may make this request in writing to (include your name, address and policy number):

#### Chief Privacy Officer AIG Property Casualty 180 Maiden Lane, 40<sup>th</sup> FloorNew York, NY 10038 Fax: 212 458-7081 E-Mail: <u>CIPrivacy@aig.com</u>

Special Notice: You can obtain access to any non-public Personal Information we have about you if you properly identify yourself and submit a written request to the address above describing the information you want to review. We will also tell you the identity, if recorded, of persons to whom we have disclosed your non-public Personal Information within the preceding two years.

You may request that we correct, amend or delete information about you. If we do so, we will notify organizations that provided us with that information and, at your request, persons who received that information from us within the preceding two years. If we cannot grant your request to correct, amend or delete the information, you may give us a written statement of the reasons you disagree, which we will place in your file and give to the same parties who would have been notified of the requested change.

#### Our Customers Can Depend on Us

We are committed to maintaining our trusted relationship with our Customers. We consider it our privilege to serve our Customers' insurance and financial needs and we value the trust they have placed in us. Our Customers' privacy is a top priority. We will continue to monitor our practices in order to protect that privacy and will comply with state privacy laws that require more restrictive practices than those set out in this notice.

#### Important Information Concerning the Applicability and Future Changes to this Privacy and Data Security Notice

We may change this Privacy and Data Security Notice from time to time, and if particular changes are required by law to be communicated to you, we will do so.

The AIG Companies include: American Home Assurance Company; Chartis Casualty Company; Chartis Property Casualty Company; Chartis Specialty Insurance Company; Commerce and Industry Insurance Company; Granite State Insurance Company; Illinois National Insurance Co.; Lexington Insurance Company; National Union Fire Insurance Company of Pittsburgh, Pa.; National Union Fire Insurance Company; The Insurance Company of the State of Pennsylvania; American International Life Assurance Company of New York; and American General Life Insurance Company of Delaware.

## HIPAA Privacy Notice AIG Property Casualty

#### 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.

#### About this Notice

You are receiving this notice because you have insurance under an individual or group Accident and Health (A&H) policy from one of the property-casualty insurance company subsidiaries or affiliates of American International Group, Inc. (collectively, the "AIG Companies" or "we") listed at the end of this notice.

If the A&H insurance policy you have does not provide payment for the cost of medical care, then this Health Insurance Portability and Accountability Act (HIPAA) Notice does not apply to you. In that case, the AIG Property Casualty Privacy and Data Security Notice you also received from us describes our privacy practices and your rights under state laws related to personal health and other personal information we may have collected about you in the course of conducting business with you.

If the A&H insurance policy you have provides payment for the cost of medical care, the AIG Property Casualty Privacy and Data Security Notice applies and the Health Insurance Portability and Accountability Act requires us to send you this additional notice of our obligations and your rights, under federal law.

#### Our Duties

We are required to maintain the privacy of protected health information and to provide you with notice of our legal duties and privacy practices with respect to protected health information. "Protected health information" includes any 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 health care.

We are required to abide by the terms of this notice currently in effect. We reserve the right to change the terms of this notice and to make the new notice provisions effective for all protected health information that we maintain. In the event we revise the practices related to privacy described in this notice, we will provide you with a revised notice by mail.

#### Your Individual Rights

With respect to protected health information, you have the following rights:

- The right to request restrictions on certain uses and disclosures of protected health information including the uses and disclosures listed in this notice and permitted disclosures by law. However, we are not required to agree to a requested restriction except for a request for a restriction to your protected health information where you have paid for the cost of the health care item or service in full and disclosure is not otherwise required by law;
- 2. The right to reasonably request to receive confidential communications of protected health information by alternative means or at alternative locations;
- 3. The right to inspect and copy your protected health information in our records, in either hard copy or electronic form to the extent that we maintain such records electronically, except:
  - for psychotherapy notes;
  - for information compiled in reasonable anticipation of, or for use in, a civil, criminal, or administrative action or proceeding;
  - for protected health information that is subject to a law prohibiting access to that information; or
  - if the protected health information was obtained from someone other than us under a promise of confidentiality and the access requested would be reasonably likely to reveal the source of the information.

We may also deny your request to inspect and copy your protected health information if:

- a licensed health care professional has determined that the access requested is reasonably likely to endanger your life or physical safety or the life or physical safety of another person;
- the protected health information makes reference to another person and a licensed health care professional has determined that the access requested is reasonably likely to cause substantial harm to such other person; or
- a licensed health care professional has determined that the access requested by your personal representative is reasonably likely to cause substantial harm to you or another person.

If we deny access on one of the above three grounds, you have the right to have the denial reviewed in accordance with applicable law;

- 4. The right to amend your protected health information contained in our records. However, if the information was not created by us, is not part of your medical or billing records, is not available for inspection, or the information is accurate and complete, we are not required to amend the information;
- 5. The right to receive an accounting of disclosures of protected health information made by us in the six years prior to the date on which the accounting is requested, except for disclosures:

- to carry out payment and health care operations as provided below;
- for notification purposes, as provided by law;
- for national security or intelligence purposes, as provided by law;
- to correctional institutions or law enforcement officials, as provided by law; or
- that occurred prior to April 14, 2003;
- 6. The right to obtain a paper copy of this notice upon request if you are viewing this notice electronically; and
- 7. The right to be notified of a breach of unsecured protected health information. Unsecured protected health information means protected health information that is not secured through the use of a technology or methodology specified by the Secretary of Health and Human Services.

#### **Uses and Disclosures of Protected Health Information**

Under federal law, we are permitted to use and disclose protected health information for the purposes of treatment, payment, and health care operations.

- Treatment. We do not provide treatment.
- Payment. Payment refers to activities involving the collection of premium and payment of claims. Examples of uses and disclosures under this section include: (1) sharing protected health information with other insurers to determine coordination of benefits, the administration of claims, determining coverage, and providing benefits; and (2) sharing protected health information with third party administrators for the processing of claims.
- Operations. Operations refers to the business functions necessary for us to operate, such as quality assurance activities, audits, and complaint responses. Examples of uses and disclosures under this section include: (1) using protected health information for the purpose of underwriting and calculating premium rates; (2) using protected health information to perform legal, actuarial, and auditing services; (3) disclosing protected health information when responding to complaints; and (4) use of protected health information for general data analysis and long term management and planning. We do not use protected health information that is genetic health information for underwriting purposes. Genetic information includes information concerning the manifestation of a disease or condition of a family member while information about a condition or a disease pertaining to a specific individual is not genetic information.

We may also use or disclose your protected health information for other purposes permitted or required by law, including the following:

- to you, as the covered individual;
- to a personal representative designated by you to receive protected health information or a personal representative designated by law such as the parent or legal guardian of child, or the surviving family members or representative of the estate of a deceased individual;
- to the Secretary of Health and Human Services, or any employee thereof, as part of an investigation to determine our compliance with the HIPAA Privacy Rules;
- to a business associate as part of a contracted agreement to perform services for the plan;
- to a health oversight agency, such as the Insurance Commissioner's Office, to respond to inquiries or investigations of the plan, requests to audit the plan, or to obtain necessary licenses;
- in response to a court order, subpoena, discovery request or other lawful judicial or administrative proceeding;
- as required for law enforcement purposes; or
- as required to comply with Workers' Compensation or other similar programs established by law.

The examples of permitted uses and disclosures listed above are not provided as an all-inclusive list of the ways in which protected health information may be used. They are provided to describe in general the types of uses and disclosures that may be made.

We do not use protected health information for fundraising activities, however, if we were to do so, you would be provided with the right to opt out of any such use.

We will not use your protected health information for any of the following activities without obtaining your prior written authorization:

- Marketing activities using protected health information;
- Any disclosure that constitutes a sale of protected health information; or
- The use or disclosure of psychotherapy notes.

Other uses and disclosures of your protected health information may be made only with your written authorization unless otherwise permitted or required by law. You may revoke such authorization at any time by providing written notice to us that you wish to revoke an authorization. We will honor a request to revoke as of the day it is received and to the extent that we have not already used or disclosed your protected health information in good faith with the authorization.

#### **Complaints Regarding Your Privacy Rights**

If you believe your privacy rights have been violated, you may contact the Secretary of Health and Human Services or you may file a complaint in writing with us at the address below. Federal law prohibits us from retaliating against you for filing such a complaint.

For information regarding any matter covered by this notice, please contact:

#### Chief Privacy Officer AIG Property Casualty 175 Water Street, 15<sup>th</sup> Floor | New York, N.Y. 10038 Phone: 1-866-244-4786 E-mail: <u>CIPrivacy@aig.com</u>

#### Effective Date

The effective date of this notice is September 23, 2013. The AIG Companies include: American Home Assurance Company; Chartis Specialty Insurance Company; National Union Fire Insurance Company of Pittsburgh, Pa.; The Insurance Company of the State of Pennsylvania; American General Life Insurance Company of Delaware; and American International Life Assurance Company of New York.