

CHUBB

---

Business Travel Accident  
INSURANCE PROGRAM  
Issued by  
FEDERAL INSURANCE COMPANY  
FOR  
CALIFORNIA RESERVE PEACE OFFICERS ASSOCIATION

Chubb Underwriting Office: FEDERAL INSURANCE COMPANY  
Suite 4700  
233 South Wacker Drive  
Chicago, IL 60606-6303

---

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

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

---

**Please Read This Policy Carefully**

BTA5000

## Table of Contents

Insuring Agreement	3
Premium Summary	4
Schedule Of Benefits	5
Hazards	10
Contract	11
I - Insurance	11
II - Eligibility, Effective Date, and Termination	13
III - Extensions of Insurance	14
IV - Maximum Payment for Multiple Losses and Multiple Benefits	14
V - Territory	14
VI - General Exclusions	15
VII - Definitions	18
VIII - General Provisions	29
Endorsements	39
Applications	51
BTA5001	

# Insuring Agreement

---

## Section I

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

**Policyholder's** Name and Address:  
CALIFORNIA RESERVE PEACE OFFICERS  
ASSOCIATION

[REDACTED]  
[REDACTED]

Policy Number: 6406-93-38  
Effective Date: 04/01/2020  
Anniversary Date: April 1

*Issued by the stock insurance company  
indicated below:*

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

BTA5002

---

## Section II Policy Period and Company

### Policy Period

From: 04/01/2020

To: 04/01/2022

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

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

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

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

### Company

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

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



*President*



*Secretary*



**Authorized Representative**

BTA5004

## Premium Summary

---

### Section I - Premium Due Date

04/01/2020 & 04/01/2021

---

### Section II - Premium Payment

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

Business Travel Accident

Amount Due:

\$26,726

2 Annual Installment:

04/01/2020 - 04/01/2021: \$13,363

04/01/2021 - 04/01/2022: \$13,363

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

---

BTAS006

## Schedule of Benefits

---

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

**Policyholder's Name:**  
CALIFORNIA RESERVE PEACE OFFICERS  
ASSOCIATION

*Issued by the stock insurance company  
indicated below:*  
**FEDERAL INSURANCE COMPANY**  
*Incorporated under the laws of  
INDIANA*

BTA6000

---

### Section I - Insured Persons

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

<b>Class</b>	<b>Description</b>
1	All Reserve Peace Officers and Volunteers of the Policyholder
2	The Spouse or Domestic Partner of a Primary Insured Person
3	The Dependent Child of a Primary Insured Person

BTA6002

---

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

BTA6004

---

### Section II - Qualification Period

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

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

BTA6008

---

### Section III - Hazards

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

<b>Class</b>	<b>Hazard(s)</b>
1	<b>Covered Activities</b>
2	<b>Business Travel Family</b>
3	<b>Business Travel Family</b>

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

BTA6010 (Ed 7/06)

---

### Section IV - Benefits

#### A) Principal Sum

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

<b>Class</b>	<b>Hazard</b>	<b>Principal Sum</b>
1	Covered Activities	\$30,000
2	Business Travel Family	\$25,000
3	Business Travel Family	\$10,000

BTA6012

---

## B) Accidental Death and Dismemberment Benefits:

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

**Class(es)**

All

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

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

BTA6016

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

BTA6018

## C) Additional Benefits

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

### In-Hospital Benefit

#### **Class 1**

**Daily Benefit Amount** \$100

**Maximum Number of Days** 14

**Elimination Period** 3 days

#### **Class 2**

**Daily Benefit Amount** \$100

**Maximum Number of Days** 14

**Elimination Period** 3 days

#### **Class 3**

**Daily Benefit Amount** \$100

**Maximum Number of Days** 14

**Elimination Period** 3 days

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

BTA6054

**Psychological Therapy**

**Class 1**

**Benefit Amount** 10% of the **Principal Sum** up to a maximum of \$3,000

**Class 2**

**Benefit Amount** 10% of the **Principal Sum** up to a maximum of \$3,000

**Class 3**

**Benefit Amount** 10% of the **Principal Sum** up to a maximum of \$3,000

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

BTA6072

**Rehabilitation Expense**

**Class 1**

**Benefit Amount** 10% of the **Principal Sum** up to a maximum of \$3,000

**Class 2**

**Benefit Amount** 10% of the **Principal Sum** up to a maximum of \$3,000

**Class 3**

**Benefit Amount** 10% of the **Principal Sum** up to a maximum of \$3,000

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

BTA6074

**Seat Belt**

**Class 1**

**Benefit Amount** 10% of the **Principal Sum** up to a maximum of \$3,000

**Class 2**

**Benefit Amount** 10% of the **Principal Sum** up to a maximum of \$3,000

**Class 3**

**Benefit Amount** 10% of the **Principal Sum** up to a maximum of \$3,000

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

BTA6078

**Temporary Total Disability**

**Class 1**

**Benefit Amount** \$400

**Maximum Benefit Period** 26 weeks

**Elimination Period** 5 days

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

BTA6084



**Total Loss of Use**

**Class 1**

	<b>Benefit Amount (Percentage of Principal Sum)</b>
<b>Loss of Use of:</b>	
One Hand or One Foot	25%
Both Hands or Both Feet or a combination of One hand and One Foot	50%
One Arm or One Leg	50%
Both Arms or Both Legs or a Combination of One Arm and One leg	75%
Both Arms and Both Legs	100%
<b>Elimination Period</b>	30 days

**Class 2**

	<b>Benefit Amount (Percentage of Principal Sum)</b>
<b>Loss of Use of:</b>	
One Hand or One Foot	25%
Both Hands or Both Feet or a combination of One hand and One Foot	50%
One Arm or One Leg	50%
Both Arms or Both Legs or a Combination of One Arm and One leg	75%
Both Arms and Both Legs	100%
<b>Elimination Period</b>	30 days

**Class 3**

	<b>Benefit Amount (Percentage of Principal Sum)</b>
<b>Loss of Use of:</b>	
One Hand or One Foot	25%
Both Hands or Both Feet or a combination of One hand and One Foot	50%
One Arm or One Leg	50%
Both Arms or Both Legs or a Combination of One Arm and One leg	75%
Both Arms and Both Legs	100%
<b>Elimination Period</b>	30 days

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

BTA6086

**Section V - Aggregate Limit of Insurance**

\$150,000 per **Accident**

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

BTA6088

---

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

BTA6090

---

## Hazards

---

### **Business Travel Family Hazard**

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

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

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

#### **Limitation on Business Travel Family Hazard**

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

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

BTA5514

---

### **Covered Activity Hazard**

**Covered Activity Hazard** means all circumstances, subject to the terms and conditions of this policy, arising from and occurring while a **Primary Insured Person** is participating in **Covered Activity**

**Covered Activity** means all those activities set forth below for which a **Primary Insured Person** is insured under this policy

#### **Covered Activity:**

While participating in activities scheduled, sponsored and supervised by the Policyholder, while performing duties as a Reserve Peace Officer and/or while acting on behalf of a Reserve Peace Officer's jurisdiction. Travel to and from such activities and/or duties is also included.

BTA5529

---

## Contract

---

### Section I - Insurance

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

---

#### Accidental Death and Dismemberment

We will pay the applicable **Benefit Amount**, shown in Section IV-B of the Schedule of Benefits, if an **Accident** results in a covered **Loss** not otherwise excluded. The **Accident** must result from an insured **Hazard** and occur while an **Insured Person** is insured under this policy, while it is in force. The covered **Loss** must occur within one (1) year after the **Accident**.  
BTA5010

---

#### In-Hospital

We will pay the **In-Hospital Benefit Amount** after the **Elimination Period**, both shown in Section IV-C of the Schedule of Benefits, for each day an **Insured Person** is **In-Hospital**, if an **Accidental Bodily Injury** causes such **Insured Person** to suffer a covered **Loss** which results in the **Insured Person** being **In-Hospital**. The **In-Hospital Benefit Amount** will not be paid for more than the Maximum Number of Days shown in Section IV-C of the Schedule of Benefits.

The **In-Hospital Benefit Amount** is payable in addition to any other applicable **Benefit Amounts** under this policy.

The **In-Hospital Benefit Amount** will be paid until the earliest of the date:

- 1) the **Insured Person** dies;
- 2) the **Insured Person** is no longer **In-Hospital**; or
- 3) the Maximum Number of Days for the **In-Hospital Benefit Amount**, shown in Section IV-C of the Schedule of Benefits, has elapsed.

If an **Insured Person** is discharged from the **Hospital** and the same **Accident** causes such **Insured Person** to be **In-Hospital** again within three (3) days after discharge, then any time in the **Hospital** will count to satisfy the **Elimination Period**. However, in no event will total payment of the **In-Hospital Benefit Amount** exceed the Maximum Number of Days shown in Section IV-C of the Schedule of Benefits.  
BTA5044

---

#### Psychological Therapy Expense

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

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

The **Benefit Amount** for **Psychological Therapy Expense** is payable on an excess basis. We will determine the charge for the **Psychological Therapy Expense**. We will then reduce that amount by amounts already paid or payable by any **Other Plan**. We will pay the resulting **Benefit Amount**, but in no event will We pay more than the **Benefit Amount** for **Psychological Therapy Expense** shown in Section IV-C of the Schedule of Benefits.

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

- 1) to the natural person who incurs the expense; and

- 2) in addition to any other applicable **Benefit Amounts** under this policy

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

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

BTA5062

---

## Rehabilitation Expense

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

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

The **Benefit Amount** for **Rehabilitation Expense** is payable on an excess basis We will determine the charge for the **Rehabilitation Expense** We will then reduce that amount by amounts already paid or payable by any **Other Plan** We will pay the resulting **Benefit Amount**, but in no event will We pay more than the **Benefit Amount** for **Rehabilitation Expense** shown in Section IV-C of the Schedule of Benefits

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

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

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

BTA5066

---

## Seat Belt

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

The **Seat Belt** must have been properly secured, and used in accordance with the recommendations of its manufacturer

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

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

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

BTA5068

---

## Temporary Total Disability

We will pay the Weekly **Benefit Amount** for **Temporary Total Disability**, after the **Elimination Period**, both shown in Section IV-C of the Schedule of Benefits, if **Accidental Bodily Injury** causes a **Primary Insured Person** to suffer **Temporary Total Disability**. The Weekly **Benefit Amount** for **Temporary Total Disability** will be paid in addition to any other applicable **Benefit Amounts** under this policy. The Weekly **Benefit Amount** for **Temporary Total Disability** will be paid until the earliest of the date on which:

- 1) the **Primary Insured Person** dies;
- 2) the **Primary Insured Person** fails to provide Us with satisfactory evidence of a continuing **Temporary Total Disability**;
- 3) the **Primary Insured Person** no longer has a **Temporary Total Disability**; or
- 4) the Maximum Benefit Period shown in Section IV-C of the Schedule of Benefits has ended

Periods of **Temporary Total Disability** separated by less than 14 consecutive days of return to work will be considered one period of **Temporary Total Disability**, unless due to separate and unrelated causes. No additional **Elimination Period** will be required. However, the Maximum Benefit Period shown in Section IV-C of the Schedule of Benefits will be reduced by the number of weeks for which benefits have already been paid including, but not limited to the Weekly **Benefit Amount** for **Temporary Total Disability**.

#### **Limitations on Temporary Total Disability**

No Weekly **Benefit Amount** for **Temporary Total Disability** shall be paid for any period of time during which the **Primary Insured Person** is not under the continuous care of a **Physician**.  
BTA5074 (Ed 7/06)

---

#### **Total Loss of Use**

We will pay the applicable **Benefit Amount** for **Total Loss of Use**, after the **Elimination Period**, both shown in Section IV-C of the Schedule of Benefits, if an **Accidental Bodily Injury** causes an **Insured Person** to suffer **Total Loss of Use**.  
BTA5076

---

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

---

#### **Eligibility**

A person becomes insured under this policy if:

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

BTA5080

---

#### **Effective Date of Insurance for an Insured Person**

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

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

BTA5082

---

## Termination of Insurance for an Insured Person

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

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

BTA5084

---

## Section III - Extensions Of Insurance

---

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

### Disappearance

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

BTA5088

### Exposure

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

BTA5090

---

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

---

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

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

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

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

BTA5092

---

## Section V - Territory

---

This insurance applies worldwide

BTA5094

---

---

## Section VI - General Exclusions

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

---

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

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

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

BTA5095 (Ed 7/06)

---

This exclusion does not apply to **Owned Aircraft, Leased Aircraft** or **Operated Aircraft** listed below when piloted by a certified pilot licensed to operate such aircraft. The **Owned Aircraft, Leased Aircraft** or **Operated Aircraft** must have an unrestricted airworthiness certificate from a governmental authority with competent jurisdiction:

### *Aircraft*

<b>Make</b>	<b>Model</b>	<b>Year Built</b>	<b>Identification Number</b>	<b>Seating Capacity Including Crew</b>
Make	Model	2008	Reg #	5

**Owned Aircraft, Leased Aircraft** or **Operated Aircraft** includes **Temporary Substitute Aircraft** but only if the pilot is certified to operate such **Temporary Substitute Aircraft**. The insurance for **Temporary Substitute Aircraft** ends ninety (90) day(s) after the date the **Owned Aircraft, Leased Aircraft** or **Operated Aircraft** became inoperable or was taken out of service.

The **Owned Aircraft, Leased Aircraft** or **Operated Aircraft** listed include newly acquired aircraft but only if:

- 1) the pilot is certified and licensed to operate the newly acquired **Owned Aircraft, Leased Aircraft** or **Operated Aircraft**; and
- 2) the newly acquired **Owned Aircraft, Leased Aircraft** or **Operated Aircraft**:
  - a) is of a type similar to the **Owned Aircraft, Leased Aircraft** or **Operated Aircraft** listed above;
  - b) has an unrestricted airworthiness certificate issued by a governmental authority with competent jurisdiction;
  - c) is reported to Us within ninety (90) day(s) after the acquisition date; and
- 3) the **Policyholder** pays Us the additional premium that We require for the newly acquired **Owned Aircraft, Leased Aircraft** or **Operated Aircraft** within ninety (90) day(s) after the aircraft acquisition date.

With respect to newly acquired **Owned Aircraft, Leased Aircraft** or **Operated Aircraft**, insurance shall be effective as of the aircraft acquisition date. Failure by the **Policyholder** to notify Us and pay the additional premium within the required time shall result in termination of this insurance ninety (90) day(s) after the aircraft acquisition date.

BTA5096

---

### **Aircraft Pilot or Crew**

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

This exclusion shall not apply:

- 1) to an **Insured Person** being in, entering, or exiting any aircraft while such **Insured Person** is acting or training as a pilot or crew member by or on behalf of the **Policyholder**, but only if such **Insured Person** is certified and licensed by a governmental authority with competent jurisdiction to operate or serve as crew on such **Owned Aircraft, Leased Aircraft** or **Operated Aircraft**.
- 2) to passengers who temporarily perform pilot or crew functions in a life threatening emergency.

BTA5100 (Ed 7/06)

---



## **Disease or Illness**

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

This exclusion does not apply to an **Insured Person's** bacterial infection caused by an **Accident** or by **Accidental** consumption of a substance contaminated by bacteria  
BTA5102 (Ed 7/06)

---

## **Incarceration**

This insurance does not apply to any **Accident, Accidental Bodily Injury or Loss** caused by or resulting from, directly or indirectly any occurrence while an **Insured Person** is incarcerated after conviction

BTA5106

---

## **Service in the Armed Forces**

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

BTA5116

---

## **Specialized Aviation**

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

BTA5118

---

## **Suicide or Intentional Injury**

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

BTA5120

---

## Trade Sanctions

This insurance does not apply to any **Accident, Accidental Bodily Injury** or **Loss** when:

- 1) the United States of America has imposed any trade or economic sanctions prohibiting insurance of any **Accident, Accidental Bodily Injury** or **Loss**; or
- 2) there is any other legal prohibition against providing insurance of any **Accident, Accidental Bodily Injury** or **Loss**

BTA5122

---

## War

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

BTA5126

---

## Section VII - Definitions

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

---

### Accident or Accidental

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

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

BTA5600

---

### Accidental Bodily Injury

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

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

**Accidental Bodily Injury** does not mean a **Repetitive Motion Injury**

BTA5602 (Ed 7/06)

---

Actively at Work or Active Work

**Actively at Work**, or **Active Work** means a person is performing the material and substantial duties of his or her regular occupation for compensation

BTA5606

---

Benefit Amount

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

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

BTA5612

---

Business Travel

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

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

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

BTA5622 (Ed 7/06)

---

Class

**Class** means the categories of **Insured Persons** described in Section I of the Schedule of Benefits

BTA5628

---

Company

**Company** means FEDERAL INSURANCE COMPANY

BTA5648

---

Conveyance

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

BTA5650

---

Covered Activity

**Covered Activity** means those activities set forth in the **Covered Activities Hazard**, and for which an **Insured Person** is insured under the policy

BTA5652

---

### Dependent

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

BTA5660

---

### Dependent Child

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

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

BTA5662

---

### Domestic Partner

**Domestic Partner** means a person designated by a **Primary Insured Person** who is registered as a Domestic Partner or legal equivalent under laws of the governing jurisdiction or who:

- 1) is at least 18 years of age and competent to enter into a contract;
- 2) is not related to the **Primary Insured Person** by blood;
- 3) has exclusively lived with the **Primary Insured Person** for at least twelve (12) months prior to the date of enrollment;
- 4) is not legally married or separated; and
- 5) as of the date of enrollment, has with the **Primary Insured Person** at least two (2) of the following financial arrangements:
  - a) a joint mortgage or lease;
  - b) a joint bank account;
  - c) joint title to or ownership of a motor vehicle or status as a joint lessee on a motor vehicle lease; or
  - d) a joint credit card account with a financial institution

Neither the **Primary Insured Person** nor the **Domestic Partner** can be married to, nor be in a civil union with anyone else

BTA5666 (Ed 7/06)

---

### Elimination Period

**Elimination Period** means the consecutive amount of time, shown in Section IV-C of the Schedule of Benefits, that must elapse before a **Benefit Amount** becomes payable. The **Elimination Period** begins on the first day of an **Insured Person's Loss**. **Benefit Amounts** are not payable, nor do they accrue, during an **Elimination Period**

BTA5670

---

Full-time Employee

**Full-time Employee** means an employee who works at least 30 hours per week

BTA5684

---

Gainful Occupation

**Gainful Occupation** means an occupation, including self employment, that is or can be expected to provide an **Insured Person** with an income equal to at least 60% of the **Insured Person's** monthly earnings within twelve (12) months after the **Insured Person's** return to work

BTA5688

---

Hazard

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

BTA5696

---

Hospital

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

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

BTA5712

---

### Immediate Family Member

**Immediate Family Member** means an **Insured Person's**:

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

**Immediate Family Member** also means a **Spouse's** or **Domestic Partner's** children, including adopted children and stepchildren; legal guardians or wards; siblings or siblings-in-law; parents or parents-in-law; grandparents or grandchildren; aunts or uncles; nieces or nephews  
BTA5716

---

### Incapacitated Dependent Child

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

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

BTA5718

---

### In-Hospital

**In-Hospital** means registered as an in-patient and confined to a **Hospital** while being treated by a **Physician**. **In-Hospital** does not include confinement solely for convalescent or nursing care  
BTA5722

---

### Institution of Higher Learning

**Institution of Higher Learning** means any accredited public or private college, university, professional trade or vocational school beyond the twelfth (12th) grade  
BTA5724

---

### Insured Person

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

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

BTA5728

---

### Leased Aircraft

**Leased Aircraft** means an aircraft not owned by the **Policyholder**, which is subject to a written lease agreement between the **Policyholder** and the lessor. The **Policyholder** uses the aircraft as it wishes for the term of the written lease agreement. The **Policyholder** cannot alter or sell the aircraft without the consent of the lessor. **Leased Aircraft** does not include aircraft which are chartered for single trips.  
BTA5730 (Ed 7/06)

---

### Loss

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

- Loss of Foot**
- Loss of Hand**
- Loss of Hearing**
- Loss of Life**
- Loss of Sight**
- Loss of Sight of One Eye**
- Loss of Speech**
- Loss of Thumb and Index Finger**
- Total Loss of Use**

**Loss** must occur within one (1) year after the **Accident**.  
BTA5732

---

### Loss of Foot

**Loss of Foot** means the complete severance of a foot through or above the ankle joint. **We** will consider such severance a **Loss of Foot** even if the foot is later reattached. If the reattachment fails and amputation becomes necessary, then **We** will not pay an additional **Benefit Amount** for such amputation.  
BTA5734

---

### Loss of Hand

**Loss of Hand** means complete severance, as determined by a **Physician**, of at least four (4) fingers at or above the metacarpal phalangeal joint on the same hand or at least three (3) fingers and the thumb on the same hand. **We** will consider such severance a **Loss of Hand** even if the hand, fingers or thumb are later reattached. If the reattachment fails and amputation becomes necessary, then **We** will not pay an additional **Benefit Amount** for such amputation.  
BTA5736

---

### Loss of Hearing

**Loss of Hearing** means permanent, irrecoverable and total deafness, as determined by a **Physician**, with an auditory threshold of more than 90 decibels in each ear. The deafness cannot be corrected by any aid or device, as determined by a **Physician**.  
BTA5738

---

Loss of Life

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

BTA5740

---

Loss of Sight

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

BTA5742

---

Loss of Sight of One Eye

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

BTA5744

---

Loss of Speech

**Loss of Speech** means the permanent, irrecoverable and total loss of the capability of speech without the aid of mechanical devices, as determined by a **Physician**

BTA5748

---

Loss of Thumb and Index Finger

**Loss of Thumb and Index Finger** means complete severance, through the metacarpal phalangeal joints, of the thumb and index finger of the same hand, as determined by a **Physician** We will consider such severance a **Loss of Thumb and Index Finger** even if a thumb, an index finger or both are later reattached If the reattachment fails and amputation becomes necessary, then We will not pay an additional **Benefit Amount** for such amputation

BTA5750

---

Medically Necessary

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

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

BTA5758

---



### Medical Services

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

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

BTA5760 (Ed 7/06)

---

### Operated Aircraft

**Operated Aircraft** means any aircraft not owned by the **Policyholder** but over which the **Policyholder** exercises control **Operated Aircraft** includes an aircraft for which the **Policyholder** pays operating expenses  
BTA5768

---

### Other Plan

**Other Plan** means any other insurance or payment source for **Medical Services** or disability, including but not limited to health coverage, disability insurance, worker's compensation insurance; or coverage provided or required by any law or statute, including, automobile insurance "fault" or "no-fault", employer sick leave or salary continuation plan, or similar benefit provided or required by governmental plan or program  
BTA5770

---

### Owned Aircraft

**Owned Aircraft** means any aircraft to which the **Policyholder** holds legal or equitable title  
BTA5772

---

### Personal Excursion

**Personal Excursion** means travel or activities that are unrelated to the **Policyholder's** business and which take place away from a **Primary Insured Person's** residence or regular place of employment Such travel or activities must coincide with the **Primary Insured Person's Business Travel** or **Relocation Travel** **Personal Excursion** is limited to any consecutive 3 day period immediately prior to, during or immediately following such **Business Travel** or **Relocation Travel**  
BTA5780

---

Physician

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

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

BTA5782

---

Policyholder

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

BTA5786

---

Primary Insured Person

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

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

BTA5790

---

Principal Sum

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

BTA5792

---

Private Passenger Automobile

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

BTA5793

---

Proof of Loss

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

BTA5794

---

Psychological Therapy

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

BTA5796

---

Psychological Therapy Expense

**Psychological Therapy Expense** means **Reasonable and Customary Charges** for **Psychological Therapy**  
BTA5797

---

Reasonable and Customary Charge

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

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

BTA5804

---

Rehabilitation

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

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

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

BTA5800

---

Rehabilitation Expense

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

BTA5802

---

Relocation Travel

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

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

BTA5806

---

Relocation

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

BTA5808

---

### Repetitive Motion Injury

**Repetitive Motion Injury** means bursitis, stress fracture, strain, shin splints, Osgood Schlatter Disease, Chondromalacia, stress fractures, tendinitis and Carpal Tunnel Syndrome  
BTA5609

---

### Seat Belt

**Seat Belt** means a lap or lap and shoulder restraint device or a child restraint device, which meets the published standards of the U S National Highway Transportation Safety Board and has been installed in accordance with the manufacturer's instructions  
BTA5820

---

### Specialized Aviation Activity

**Specialized Aviation Activity** means use of a properly certified aircraft for the following:  
any flight on a rocket propelled or rocket launched aircraft

**Specialized Aviation Activity** shall include any flight which requires a special permit or waiver from a governmental authority having jurisdiction over civil aviation, whether or not such permit or waiver is granted  
BTA5826 (Ed 7/06)

---

### Spouse

**Spouse** means an **Insured Person's** husband or wife or who is recognized as such by the laws of the jurisdiction in which the **Primary Insured Person** resides  
BTA5828

---

### Subsidiary

**Subsidiary** means any organization in which:

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

BTA5832

---

### Temporary Substitute Aircraft

**Temporary Substitute Aircraft** means an aircraft equivalent to **Owned Aircraft, Leased Aircraft** or **Operated Aircraft** with an airworthiness certificate issued by a governmental authority with competent jurisdiction  
BTA5834

---

### Temporary Total Disability

**Temporary Total Disability** or **Temporarily Totally Disabled** means that **Accidental Bodily Injury** solely and directly:

- 1) prevents a **Primary Insured Person** from performing all the substantial and material duties of such **Primary Insured Person's** regular occupation, or with respect to a **Primary Insured Person** who is unemployed, prevents such **Primary Insured Person** from engaging in the normal and customary activities of a person of like age and sex in good health;
- 2) causes a condition which is medically determined, by a **Physician**, to be continuous; and
- 3) requires the continuous care of a **Physician**

BTA5836

---

### Total Loss of Use

**Total Loss of Use** means the permanent and total inability to function of:

- 1) One Hand or One Foot;
- 2) Both Hands or Both Feet or a Combination of One Hand and One Foot;
- 3) One Arm or One Leg;
- 4) Both Arms or Both Legs or a Combination of One Arm and One Leg;
- 5) Both Arms and Both Legs,

as determined by a **Physician**, approved by **Us**

BTA5852

---

### War

**War** means:

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

BTA5858

---

### We, Us and Our

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

BTA5860

---

## **Section VIII - General Provisions**

---

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

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

BTA5150

---

## Benefit Assignment

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

BTA5154

---

## Arbitration

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

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

BTA5156

---

## Beneficiary

### A) Designation

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

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

### B) Change

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

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

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

### C) Payment

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

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

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

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

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

BTA5158

---

## Cancellation, Nonrenewal and Grace Period

### A) Grace Period

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

BTA5160

---

### B) Cancellation, Nonrenewal

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

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

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

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

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

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

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

BTA5162

---

## Certificate

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

BTA5164

---



## Changes

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

BTA5166

---

## Concealment or Fraud

Insurance under this policy is void if:

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

BTA5165

---

## Compliance by Policyholder and Insured Person

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

BTA5168

---

## Claim Notice

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

BTA5170

---

## Claim Forms

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

BTA5172

---

## Claim Proof of Loss

For claims involving disability, complete **Proof of Loss** must be given to **Us** within thirty (30) days after commencement of the period for which **We** are liable. Subsequent written proof of the continuance of such disability must be given to **Us** at such intervals as **We** may reasonably require.

Failure to give complete **Proof of Loss** within these time frames will not invalidate or reduce any otherwise valid claim if notice is given as soon as reasonably possible, and in no event later than one (1) year after the deadline to submit complete **Proof of Loss**, except in cases where the claimant lacks legal capacity.

For all claims except those involving disability, complete **Proof of Loss** must be given to **Us** within ninety (90) days after the date of **Loss**, or as soon as reasonably possible.  
BTA5174

---

## Claim Payment

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

For all benefits payable under this policy except those for disability, **We** will pay the **Insured Person** or beneficiary the applicable **Benefit Amount** within sixty (60) days after **We** receive complete **Proof of Loss** if the **Insured Person**, the **Policyholder** and beneficiary, where applicable, have complied with all the terms of this policy.  
BTA5176

---

## Claim and Suit Cooperation

In the event of a claim under this policy, the **Policyholder**, the **Insured Person** or the beneficiary, if applicable, must fully cooperate with **Us** in **Our** handling of the claim, including, but not limited to, the timely submission of all medical and other reports, and full cooperation with all physical examinations and autopsies that **We** may require. If **We** are sued in connection with a claim under this policy, then the **Policyholder**, the **Insured Person** or the beneficiary must fully cooperate with **Us** in the handling of such suit. The **Policyholder**, the **Insured Person** or the beneficiary must not, except at their own expense, voluntarily make any payment or assume any obligation in connection with any suit without **Our** prior written consent.  
BTA5178

---

## Entire Contract and Application

This policy, the **Policyholder's** application and the **Primary Insured Person's** application, if any, together with the endorsements attached to this policy, constitute the entire contract of insurance. If an application is completed by the **Policyholder** or **Primary Insured Person** in connection with this policy, then **We** will attach the application to the policy when the policy is issued.  
BTA5182

---

## Examination Under Oath

We have a right to examine under oath, as often as We may reasonably require, an **Insured Person**, the **Policyholder** or the beneficiary We may also require the **Insured Person**, the **Policyholder** or the beneficiary to provide a signed description of the circumstances surrounding the **Loss** and their interest in the **Loss** An **Insured Person**, the **Policyholder** and the beneficiary will also produce all records and documents requested by Us and will permit Us to make copies of such records or documents  
BTA5183

---

## Governing Jurisdiction and Conformance With Statutes

This policy is governed by the laws of the jurisdiction in which it is delivered to the **Policyholder** Any terms of this policy which are in conflict with the applicable statutes, laws or regulations of the jurisdiction in which this policy is delivered are amended to conform to such statutes, laws or regulations Any terms of a certificate which are in conflict with the applicable statutes, laws or regulations of the jurisdiction in which the certificate is delivered are amended to conform to the statutes, laws or regulations of the jurisdiction  
BTA5184 (Ed 7/06)

---

## Inadvertent Error

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

An inadvertent error or clerical mistake by Us or by the **Policyholder** may be corrected upon discovery with notice by the **Policyholder** to Us or by Us to the **Policyholder**  
BTA5186

---

## Informational and Advertising Material

The **Policyholder** and its representatives must gain **Our** prior written approval of all material used for advertising and solicitation relating to this policy, regardless of the medium in which such material appears We will not be responsible for any increase in payment or any changes in insurance resulting from such materials that have not been approved by Us  
BTA5188

---

## Legal Action Against Us

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

In no case will We be liable for benefits that are not payable under the terms of this policy or that exceed the applicable **Benefit Amounts** or limits of insurance of this policy  
BTA5190

---

## Liberalization

If **We** adopt any changes:

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

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

BTA5192

---

## Newly Acquired or Newly Formed Organizations

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

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

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

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

BTA5194

---

## Physical Examination and Autopsy

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

BTA5193

---

## Premium Payment

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

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

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

BTA5196

---

## Premium Provisions

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

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

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

At the earlier of the end of the Policy Period or the policy termination, earned premium will be determined based on the reported values or exposures. If the resulting earned premium is less than the Deposit Premium, if any, then **We** will return the excess to the **Policyholder**. If the resulting earned premium is greater than the Deposit Premium, if any, then **We** will bill the **Policyholder** for the additional premium. The **Policyholder** will pay **Us**, within thirty (30) days, any additional premium generated from the premium adjustment.  
BTA5197

---

## Premium Rate Change

**We** may change the premium rates for this policy on the Anniversary Date. **We** will give the **Policyholder** at least forty-five (45) days prior written notice of such change.  
BTA5198

---

## Records and Audit

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

The **Policyholder** must maintain information pertaining to **Insured Persons** including but not limited to each **Insured Person's Benefit Amount, Class, Salary**, enrollment form, if any, and beneficiary designations or assignments.  
BTA5204

---

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

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

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

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

Nothing in this section will preclude **Us** from asserting at any time defenses based upon a claimant's ineligibility for insurance under this policy, or upon any other policy provision or condition.  
BTA5206

---

## **Titles of Paragraphs**

The titles of the various paragraphs of this policy and any endorsements attached to this policy are inserted solely for convenience of reference and do not limit or affect in any way the provisions to which they relate.  
BTA5208

---

## **Workers' Compensation**

The benefits payable under this policy are not in lieu of and do not affect any requirement for workers' compensation insurance.  
BTA5210

---

## NOTICE OF PROTECTION PROVIDED BY CALIFORNIA LIFE AND HEALTH INSURANCE GUARANTEE ASSOCIATION

This notice provides a brief summary regarding the protections provided to policyholders by the California Life and Health Insurance Guarantee Association ("the Association"). The purpose of the Association is to assure that policyholders will be protected, within certain limits, in the unlikely event that a member insurer of the Association becomes financially unable to meet its obligations. Insurance companies licensed in California to sell life insurance, health insurance, annuities and structured settlement annuities are members of the Association. The protection provided by the Association is not unlimited and is not a substitute for consumers' care in selecting insurers. This protection was created under California law, which determines who and what is covered and the amounts of coverage.

Below is a brief summary of the coverages, exclusions and limits provided by the Association. This summary does not cover all provisions of the law; nor does it in any way change anyone's rights or obligations or the rights or obligations of the Association.

### COVERAGE

- **Persons Covered**

Generally, an individual is covered by the Association if the insurer was a member of the Association and the individual lives in California at the time the insurer is determined by a court to be insolvent. Coverage is also provided to policy beneficiaries, payees or assignees, whether or not they live in California.

- **Amounts of Coverage**

The basic coverage protections provided by the Association are as follows.

- **Life Insurance, Annuities and Structured Settlement Annuities**

For life insurance policies, annuities and structured settlement annuities, the Association will provide the following:

- Life Insurance
  - 80% of death benefits but not to exceed \$300,000.
  - 80% of cash surrender or withdrawal values but not to exceed \$100,000.
- Annuities and Structured Settlement Annuities
  - 80% of the present value of annuity benefits, including net cash withdrawal and net cash surrender values but not to exceed \$250,000.

The maximum amount of protection provided by the Association to an individual, for all life insurance, annuities and structured settlement annuities is \$300,000, regardless of the number of policies or contracts covering the individual.

- **Health Insurance**

The maximum amount of protection provided by the Association to an individual, as of July 1, 2016, is \$546,741. This amount will increase or decrease based upon changes in the health care cost component of the consumer price index to the date on which an insurer becomes an insolvent insurer. Changes to this amount will be posted on the Association's website [www.califega.org](http://www.califega.org).

## COVERAGE LIMITATIONS AND EXCLUSIONS FROM COVERAGE

The Association may not provide coverage for this policy. Coverage by the Association generally requires residency in California. You should not rely on coverage by the Association in selecting an insurance company or in selecting an insurance policy.

The following policies and persons are among those that are excluded from Association coverage:

- A policy or contract issued by an insurer that was not authorized to do business in California when it issued the policy or contract.
- A policy issued by a health care service plan (HMO), a hospital or medical service organization, a charitable organization, a fraternal benefit society, a mandatory state pooling plan, a mutual assessment company, an insurance exchange, or a grants and annuities society.
- If the person is provided coverage by the guaranty association of another state.
- Unallocated annuity contracts; that is, contracts which are not issued to and owned by an individual and which do not guaranty annuity benefits to an individual.
- Employer and association plans, to the extent they are self-funded or uninsured.
- A policy or contract providing any health care benefits under Medicare Part C or Part D.
- An annuity issued by an organization that is only licensed to issue charitable gift annuities.
- Any policy or portion of a policy which is not guaranteed by the insurer or for which the individual has assumed the risk, such as certain investment elements of a variable life insurance policy or a variable annuity contract.
- Any policy of reinsurance unless an assumption certificate was issued.
- Interest rate yields (including implied yields) that exceed limits that are specified in Insurance Code Section 1607.02(b)(2)(C).

---

## NOTICES

Insurance companies or their agents are required by law to give or send you this notice. Policyholders with additional questions should first contact their insurer or agent. To learn more about coverages provided by the Association, please visit the Association's website at [www.califega.org](http://www.califega.org), or contact either of the following:

California Life and Health Insurance Guarantee Association P.O. Box 16860 Beverly Hills, CA 90209-3319 (323) 782-0182	California Department of Insurance 300 South Spring Street Los Angeles, CA 90013 (800) 927-4357
---	--

**Insurance companies and agents are not allowed by California law to use the existence of the Association or its coverage to solicit, induce or encourage you to purchase any form of insurance. When selecting an insurance company, you should not rely on Association coverage. If there is any inconsistency between this notice and California law, then California law will control.**



**Notice of Non-Coverage**  
**California Life and Health Insurance Guarantee Association Act**

**This policy is NOT covered by The California Life  
and Health Insurance Guarantee Association**

**EXCLUSIONS FROM COVERAGE**

The following are not covered by the California Life and Health Insurance Guarantee Association:

Unallocated annuity contracts; that is, contracts which are not issued to and owned by individuals and which guarantee rights to group contract holders, not individuals;

Employer and association plans, to the extent they are self-funded or uninsured;

Synthetic guaranteed interest contracts;

Any policy or portion of a policy which is not guaranteed by the insurer or for which the individual has assumed the risk, such as a variable contract sold by prospectus;

Any policy of reinsurance unless an assumption certificate was issued;

Interest rate yields that exceed an average rate;

Any portion of a contract that provides dividends or experience rating credits

**A determination as to whether an insurance contract is covered under the Guarantee Association or whether an annuity contract is allocated or unallocated must initially be made by the insurer based on its knowledge of the specific contract offered.**

Also, you are not protected by this Association if:

The insurer was not authorized to do business in this state when it issued the policy or contract; The policy is issued by a health care service plan (HMO), Blue Cross, Blue Shield; a charitable organization, a fraternal benefit society, a mandatory state pooling plan, a mutual assessment company, an insurance exchange, or a grants and annuities society;

You are eligible for protection under the laws of another state. This may occur when the insolvent insurer was incorporated in another state whose guaranty association protects insureds who live outside that state

Insurance companies or their agents are required by law to give or send you this notice. **However, insurance companies and their agents are prohibited by law from using the existence of the Guarantee Association to induce you to purchase any kind of insurance policy**

If you have questions concerning this Notice, you may contact:

California Life and Health Insurance  
Guarantee Association  
P O Box 16860  
Beverly Hills, CA 90209  
(323) 782-0182

or

Consumer Service Division  
California Department of Insurance  
300 South Spring Street  
Los Angeles, CA 90013  
(800) 927-4357 or (213) 897-8921

**Questions as to specific policies or annuities should be directed to the insurance company offering the product.**

<b>FACTS</b>	<b>WHAT DOES THE CHUBB GROUP DO WITH YOUR PERSONAL INFORMATION?</b>	
<b>Why?</b>	Insurance companies choose how they share your personal information. Federal and state law gives consumers the right to limit some but not all sharing. Federal and state law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.	
<b>What?</b>	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> <li>• Social Security number and payment history</li> <li>• insurance claim history and medical information</li> <li>• account transactions and credit scores</li> </ul> <p>When you are no longer our customer, we continue to share information about you as described in this notice.</p>	
<b>How?</b>	All insurance companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons insurance companies can share their customers' personal information; the reasons the Chubb Group chooses to share; and whether you can limit this sharing.	
<b>Reasons we can share your personal information</b>	<b>Does Chubb share?</b>	<b>Can you limit this sharing?</b>
<b>For our everyday business purposes</b> - such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
<b>For our marketing purposes</b> - to offer our products and services to you	Yes	No
<b>For joint marketing with other financial companies</b>	Yes	No
<b>For our affiliates' everyday business purposes</b> - information about your transactions and experiences	Yes	No
<b>For our affiliates' everyday business purposes</b> - information about your creditworthiness	No	We don't share
<b>For our affiliates to market to you</b>	No	We don't share
<b>For nonaffiliates to market to you</b>	No	We don't share
<b>Questions?</b>	Call 1-800-258-2930 or go to <a href="https://www2.Chubb.com/us-en/privacy.aspx">https://www2.Chubb.com/us-en/privacy.aspx</a>	

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

## Other important information

**For Insurance Customers in AZ, CA, CT, GA, IL, MA, ME, MN, MT, NV, NC, NJ, OH, OR, and VA only:** Under state law, under certain circumstances, you have the right see the personal information about you that we have on file To see your information, write Chubb Group Attention: Privacy Inquiries, 202 Hall's Mill Road, P O Box 1600, Whitehouse Station, NJ 08889-1600 Chubb may charge a reasonable fee to cover the costs of providing this information If you think any of the information is not accurate, you may write us We will let you know what actions we take If you do not agree with our actions, you may send us a statement If you want a full description of privacy rights that we will protect in accordance with the law in your home state, please contact us and we will provide it We may disclose information to certain third parties, such as law enforcement officers, without your permission

**For Nevada residents only:** We may contact our existing customers by telephone to offer additional insurance products that we believe may be of interest to you Under state law, you have the right to opt out of these calls by adding your name to our internal do-not-call list To opt out of these calls, or for more information about your opt out rights, please contact our customer service department You can reach us by calling 1-800-258-2930, emailing us at [privacyinquiries@Chubb.com](mailto:privacyinquiries@Chubb.com), or writing to Chubb Group, Attention: Privacy Inquiries, 202 Hall's Mill Road, P O Box 1600, Whitehouse Station, NJ 08889-1600 You are being provided this notice under Nevada state law In addition to contacting Chubb, Nevada residents can contact the Nevada Attorney General for more information about your opt out rights by calling 775-684-1100, emailing [bcpinfo@ag.state.nv.us](mailto:bcpinfo@ag.state.nv.us), or by writing to: Office of the Attorney General, Nevada Department of Justice, Bureau of Consumer Protection: 100 North Carson Street, Carson City, NV 89701

**For Vermont residents only:** Under state law, we will not share information about your creditworthiness within our corporate family except with your authorization or consent, but we may share information about our transactions or experiences with you within our corporate family without your consent

## Chubb Group Companies Providing This Notice

This notice is being provided by the following Chubb Group companies to their customers located in the United States: ACE American Insurance Company, ACE Capital Title Reinsurance Company, ACE Fire Underwriters Insurance Company, ACE Insurance Company of the Midwest, ACE Life Insurance Company, ACE Property and Casualty Insurance Company, Agri General Insurance Company, Atlantic Employers Insurance Company, Bankers Standard Fire and Marine Company, Bankers Standard Insurance Company, Century Indemnity Company, Chubb Custom Insurance Company, Chubb Indemnity Insurance Company, Chubb Insurance Company of New Jersey, Chubb Lloyds Insurance Company of Texas, Chubb National Insurance Company, Executive Risk Indemnity Inc., Executive Risk Specialty Insurance Company, Federal Insurance Company, Great Northern Insurance Company, Illinois Union Insurance Company, Indemnity Insurance Company of North America, Insurance Company of North America, Pacific Employers Insurance Company, Pacific Indemnity Company, Penn Millers Insurance Company, Texas Pacific Indemnity Company, Vigilant Insurance Company, Westchester Fire Insurance Company and Westchester Surplus Lines Insurance Company

## Chubb Group

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

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

This notice is effective as of June 15, 2018.

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

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

PHI includes all individually identifiable health information transmitted or maintained by the Company, regardless of form (e.g. oral, written, electronic).

A federal law, the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), regulates PHI use and disclosure by the Company. You may find these rules at 45 Code of Federal Regulations Parts 160 and 164. This notice attempts to summarize the regulations. The regulations will supersede any discrepancy between the information in this notice and the regulations.

#### **I. Notice of PHI Uses and Disclosures**

##### **A. Required Uses and Disclosures**

Upon your request, the Company is required to give you access to certain PHI in order to inspect and copy it.

Use and disclosure of your PHI may be required by the Secretary of Health and Human Services to investigate or determine the Company's compliance with the privacy regulations.

##### **B. Uses and Disclosures to Carry Out Treatment, Payment, and Health Care Operations**

The Company and its business associates will use PHI without your consent, authorization or opportunity to agree or object to carry out treatment, payment and health care operations. The Company also may also disclose PHI to a plan sponsor for purposes related to treatment, payment and health care operations and as otherwise permitted under HIPAA to the extent the plan documents restrict the use and disclosure of PHI as required by HIPAA.

*Treatment* is the provision, coordination or management of health care and related services. It also includes but is not limited to consultations and referrals between one or more of your providers. For example, the Company may disclose to a treating orthodontist the name of your treating dentist so that the orthodontist may ask for your dental X-rays from the treating dentist.

*Payment* includes, but is not limited to, actions to make coverage determinations and payment (including establishing employee contributions, claims management, obtaining payment under a contract of reinsurance, utilization review and pre-authorizations). For example, the Company may tell a doctor whether you are eligible for coverage or what percentage of the bill will be paid by the Company.

Health care operations include, but are not limited to, underwriting, premium rating and other insurance activities relating to creating or reviewing insurance contracts. It also includes disease management, case management, conducting or arranging for medical review, legal services and auditing functions including fraud and abuse compliance programs, business planning and development, business management and general administrative activities. For example, the Company may use information about your claims to refer you to a disease management program, project future benefit costs or audit the accuracy of its claims processing functions. The Company will not use or disclose PHI that is genetic information for underwriting purposes.

The Company also may contact you to provide appointment reminders or information about treatment alternatives or health-related benefits and services that may be of interest to you.

#### C. Uses and Disclosures that Require Your Written Authorization

The Company will not use or disclose your PHI for the following purposes without your specific, written authorization:

- Use and disclosure of psychotherapy notes, except for your treatment, Company training programs, or to defend Company against litigation filed by you.
- Use and disclosure for marketing purposes, except for face to face communications with you.
- Use and disclosure that constitute the sale of your PHI. The Company does not sell the PHI of its customers.

Except as otherwise indicated in this notice, uses and disclosures of PHI will be made only with your written authorization subject to your right to revoke such authorization. You may revoke an authorization by submitting a written revocation to the Company at any time. If you revoke your authorization, the Company will no longer use or disclose your PHI under the authorization. However, any use or disclosure made in reliance of your authorization before its revocation will not be affected.

#### D. Uses and Disclosures Requiring Authorizations or Opportunity to Agree or Disagree Prior to the Use or Release

If you authorize in writing the Company to use or disclose your own PHI, the Company may proceed with such use or disclosure without meeting any other requirements and the use or disclosure shall be consistent with the authorization.

Disclosure of your PHI to family members, other relatives or your close personal friends is allowed if:

- The information is directly relevant to the family or friend's involvement with your care or payment for that care; and
- You have either agreed to the disclosure or have been given an opportunity to object and have not objected.

#### E. Uses and Disclosures for which Consent, Authorization or Opportunity to Object is Not Required

Use and disclosure of your PHI is allowed without your authorization or request under the following circumstances:

(1) When required by law.

(2) When permitted for purposes of public health activities, including when necessary to report product defects and to permit product recalls and to conduct post-market surveillance. PHI may also be used or disclosed if you have been exposed to a communicable disease or are at risk of spreading a disease or condition, if authorized by law.

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

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

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

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

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

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

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

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

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

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

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

## **II. Rights of Individuals**

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

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

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

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

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

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

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

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

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

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

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

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

#### **C. Right to Amend PHI**

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

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

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

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

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



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

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

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

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

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

#### F. Note About Personal Representatives

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

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

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

### **III. The Company's Duties**

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

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

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

#### **A. "Minimum Necessary" Standard**

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

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

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

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

In addition, the Company may use or disclose "summary health information" to a plan sponsor for obtaining premium bids or modifying, amending or terminating the Company, which summarizes the claims history, claims expenses or type of claims experienced by individuals for whom the Company Sponsor has provided health benefits under the Company; and from which identifying information has been deleted in accordance with HIPAA.

#### **IV. Your Right to File a Complaint with the Company or the HHS Secretary**

If you believe that your privacy rights have been violated, you may complain to the Company in care of: Leslie Kaltenbach, Senior Privacy Officer & Compliance Manager, Chubb Group, 202 Hall's Mill Road, Whitehouse Station, NJ 08889, phone: 1-833-802-4822.

You may file a complaint with the Secretary of the U.S. Department of Health and Human Services, Hubert H. Humphrey Building, 200 Independence Avenue S.W., Washington, D.C. 20201, calling 1-877-696-6775, or visiting [www.hhs.gov/ocr/privacy/hipaa/complaints/](http://www.hhs.gov/ocr/privacy/hipaa/complaints/).

Your complaint must be submitted within 180 days of when you believe the violation occurred. The Company will not retaliate against you for filing a complaint.

#### **V. Contact Information**

If you have any questions regarding this notice or the subjects addressed in it, you may contact: Leslie Kaltenbach, Senior Privacy Officer & Compliance Manager, Chubb Group, 202 Hall's Mill Road, Whitehouse Station, NJ 08889, phone: 1-833-802-4822.

#### **VI. Chubb Group Legal Entities**

The following is a list of the Chubb Group companies located in the United States: ACE American Insurance Company, ACE Fire Underwriters Insurance Company, ACE Insurance Company of the Midwest, ACE Life Insurance Company, ACE Property and Casualty Insurance Company, Agri General Insurance Company, Atlantic Employers Insurance Company, Bankers Standard Insurance Company, Century Indemnity Company, Chubb Custom Insurance Company, Chubb Indemnity Insurance Company, Chubb Insurance Company of New Jersey, Chubb Lloyds Insurance Company of Texas, Chubb National Insurance Company, Executive Risk Indemnity Inc. Executive Risk Specialty Insurance Company, Federal Insurance Company, Great Northern Insurance Company, Illinois Union Insurance Company, Indemnity Insurance Company of North America, Insurance Company of North America, Pacific Employers Insurance Company, Pacific Indemnity Company, Penn Millers Insurance Company, Vigilant Insurance Company, Westchester Fire Insurance Company, Westchester Surplus Lines Insurance Company, Combined Insurance Company of America, and Combined Life Insurance Company of New York. These companies have designated themselves as hybrid entities and only those designated health care components identified by such companies are subject to HIPAA. In addition, these companies are legally separate affiliated companies under common ownership and have designated themselves as a single covered entity for purposes of HIPAA compliance.



## Federal Insurance Company

### Business Travel Accident Insurance Application

#### Section I Policyholder Information

**Name of Policyholder:** CALIFORNIA RESERVE PEACE OFFICERS ASSOCIATION

**Address** 31983 ST. ANNE DRIVE

**City** LLANO **State** CA **Zip Code** 93544

**Phone Number:**

**Contact Name:**

**Effective Date:** 04/01/2020

**Policy Number:** 6406-93-38

### INSURANCE REQUESTED

#### A) CLASS OF INSURED PERSONS

- 1 All Reserve Peace Officers and Volunteers of the Policyholder.
- 2 The Spouse or Domestic Partner of a Primary Insured Person.
- 3 The Dependent Child of a Primary Insured Person.

#### B) PRINCIPAL SUM

- 1 \$30,000
- 2 \$25,000
- 3 \$10,000

#### C) HAZARD

- 1 Covered Activities
- 2 Business Travel Family
- 3 Business Travel Family

#### D) ACCIDENTAL DEATH AND DISMEMBERMENT

**Class**

All

**Accidental:**

**Benefit Amounts (Percentage of Principal Sum)**

<b>Loss of Life</b>	100%
<b>Loss of Speech and Loss of Hearing</b>	100%
<b>Loss of Speech and one of Loss of Hand, Loss of Foot or Loss of Sight of One Eye</b>	100%
<b>Loss of Hearing and one of Loss of Hand, Loss of Foot or Loss of Sight of One Eye</b>	100%
<b>Loss of Hands(Both), Loss of Feet(Both), Loss of Sight or a combination of any two of Loss of Hand, Loss of Foot or Loss of Sight of One Eye</b>	100%
<b>Loss of Hand, Loss of Foot or Loss of Sight of one Eye (Any one of each)</b>	50%
<b>Loss of Speech or Loss of Hearing</b>	50%
<b>Loss of Thumb and Index Finger of the same Hand</b>	25%

#### E) ADDITIONAL BENEFITS

CLASS	BENEFIT	BENEFIT AMOUNT
1	<b>In Hospital Benefit</b>	<b>Daily Amount \$100</b> <b>Maximum Number of Days 14</b> <b>Elimination Period 3 day(s)</b>
1	<b>Psychological Therapy</b>	<b>10% of Principal Sum</b> <b>Maximum Benefit Amount \$3,000</b>

1	<b>Rehabilitation Expense</b>	<b>10% of Principal Sum</b> <b>Maximum Benefit Amount \$3,000</b>
1	<b>Seat Belt</b>	<b>10% of Principal Sum</b> <b>Maximum Benefit Amount \$3,000</b>
1	<b>Temporary Total Disability</b>	<b>Weekly Amount \$400</b> <b>Maximum Benefit Period 26 week(s)</b> <b>Elimination Period 5 day(s)</b>
1	<b>Total Loss Of Use</b>	<b>\$30,000</b> <b>Loss of Use of:           % of Principal Sum</b> One Hand or One Foot           25% Both Hands or Both               50% Feet or a Combination of One Hand and One Foot One Arm or One Leg               50% Both Arms or Both                 75% Legs or a Combination of One Arm and One Leg Both Arms and Both               100% Legs <b>Elimination Period 30 days</b>
2	<b>In Hospital Benefit</b>	<b>Daily Amount \$100</b> <b>Maximum Number of Days 14</b> <b>Elimination Period 3 day(s)</b>
2	<b>Psychological Therapy</b>	<b>10% of Principal Sum</b> <b>Maximum Benefit Amount \$3,000</b>
2	<b>Rehabilitation Expense</b>	<b>10% of Principal Sum</b> <b>Maximum Benefit Amount \$3,000</b>
2	<b>Seat Belt</b>	<b>10% of Principal Sum</b> <b>Maximum Benefit Amount \$3,000</b>
2	<b>Total Loss Of Use</b>	<b>\$25,000</b> <b>Loss of Use of:           % of Principal Sum</b> One Hand or One Foot           25% Both Hands or Both               50% Feet or a Combination of One Hand and One Foot One Arm or One Leg               50% Both Arms or Both                 75% Legs or a Combination of One Arm and One Leg Both Arms and Both               100% Legs <b>Elimination Period 30 days</b>
3	<b>In Hospital Benefit</b>	<b>Daily Amount \$100</b> <b>Maximum Number of Days 14</b> <b>Elimination Period 3 day(s)</b>
3	<b>Psychological Therapy</b>	<b>10% of Principal Sum</b> <b>Maximum Benefit Amount \$3,000</b>
3	<b>Rehabilitation Expense</b>	<b>10% of Principal Sum</b> <b>Maximum Benefit Amount \$3,000</b>
3	<b>Seat Belt</b>	<b>10% of Principal Sum</b> <b>Maximum Benefit Amount \$3,000</b>

