

Business Travel Accident  
INSURANCE PROGRAM  
Issued by  
FEDERAL INSURANCE COMPANY  
FOR  
MICRON TECHNOLOGY INC

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

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

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

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**Please Read This Policy Carefully**

BTA5000

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BTA5001	

# Insuring Agreement

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## Section I

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

**Policyholder's** Name and Address:  
MICRON TECHNOLOGY INC  
8000 S. FEDERAL WAY, M/S 1-157  
BOISE, ID 83707  
Policy Number: 9906-80-80  
Effective Date: 01/01/2026  
Anniversary Date: January 1

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

BTA5002

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## Section II Policy Period and Company

### Policy Period

From: 01/01/2026 To: 01/01/2029  
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 its 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



## Schedule of Benefits

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

**Policyholder's Name:**  
MICRON TECHNOLOGY INC

*Issued by the stock insurance company  
indicated below:*

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

BTA6000

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### Section I - Insured Persons

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

<b>Class</b>	<b>Description</b>
1	All Active Employees of the Policyholder who are not traveling to or within Israel.
2	All Active Expatriates of the Policyholder who are not traveling to or within Israel.
3	All Active Employees of the Policyholder who are traveling to or within Israel.
4	The spouse or domestic partner or dependent child(ren) of a Class 1 Primary Insured Person, who are not traveling to or within Israel.
5	The spouse or domestic partner or dependent child(ren) of a Class 2 Primary Insured Person who are not traveling to or within Israel.

BTA6002

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

BTA6004

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### Section II - Qualification Period

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

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

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### Section III - Hazards

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

<b>Class</b>	<b>Hazard(s)</b>
1	<b>24 Hour Business Travel</b>
2	<b>24 Hour Business and Pleasure</b>
3	<b>24 Hour Business Travel</b>
4	<b>Business Travel Family</b>
5	<b>24 Hour Business and Pleasure</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)

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### Section IV - Benefits

#### A) Principal Sum

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

<b>Class</b>	<b>Hazard</b>	<b>Principal Sum</b>
1	24 Hour Business Travel	Five (5) times <b>Salary</b> subject to a Maximum Principal Sum of \$500,000
2	24 Hour Business and Pleasure	Five (5) times <b>Salary</b> subject to a Maximum Principal Sum of \$500,000
3	24 Hour Business Travel	Five (5) times <b>Salary</b> subject to a Maximum Principal Sum of \$250,000
4	Business Travel Family	\$50,000
5	24 Hour Business and Pleasure	\$50,000

BTA6012

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## B) Accidental Death and Dismemberment Benefits:

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

**Class(es)**

All

<b>Accidental:</b>	<b>Benefit Amounts (Percentage of Principal Sum)</b>
<b>Loss of Life</b>	100%
<b>Loss of Speech and Loss of Hearing</b>	100%
<b>Loss of Speech and one of Loss of Hand, Loss of Foot or Loss of Sight of One Eye</b>	100%
<b>Loss of Hearing and one of Loss of Hand, Loss of Foot or Loss of Sight of One Eye</b>	100%
<b>Loss of Hands (Both), Loss of Feet (Both), Loss of Sight or a combination of any two of Loss of Hand, Loss of Foot or Loss of Sight of One Eye</b>	100%
<b>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:

### Carjacking

**Class 1**

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

**Class 2**

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

**Class 3**

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

**Class 4**

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

**Class 5**

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

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

BTA6024

**Child Care Expense**

**Class 1**

**Benefit Amount** 10% of the **Principal Sum** to a maximum of \$10,000 annually for each **Dependent Child**

**Maximum Benefit Amount** 100% of the **Principal Sum**

**Class 2**

**Benefit Amount** 10% of the **Principal Sum** to a maximum of \$10,000 annually for each **Dependent Child**

**Maximum Benefit Amount** 100% of the **Principal Sum**

**Class 3**

**Benefit Amount** 10% of the **Principal Sum** to a maximum of \$10,000 annually for each **Dependent Child**

**Maximum Benefit Amount** 100% of the **Principal Sum**

**Class 4**

**Benefit Amount** 10% of the **Principal Sum** to a maximum of \$10,000 annually for each **Dependent Child**

**Maximum Benefit Amount** 100% of the **Principal Sum**

**Class 5**

**Benefit Amount** 10% of the **Principal Sum** to a maximum of \$10,000 annually for each **Dependent Child**

**Maximum Benefit Amount** 100% of the **Principal Sum**

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

BTA6028

**COBRA Premium Expense**

**Class 1**

**Benefit Amount** 10% per year of the **Principal Sum** subject to an Annual Maximum Amount of \$10,000

**Class 2**

**Benefit Amount** 10% per year of the **Principal Sum** subject to an Annual Maximum Amount of \$10,000

**Class 3**

**Benefit Amount** 10% per year of the **Principal Sum** subject to an Annual Maximum Amount of \$10,000

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

BTA6030

**Coma**

**Class 1**

**Benefit Amount** 5% per month of the **Principal Sum**

**Maximum Benefit Amount** 100% of the **Principal Sum**

**Class 2**

**Benefit Amount** 5% per month of the **Principal Sum**

**Maximum Benefit Amount** 100% of the **Principal Sum**

**Class 3**

**Benefit Amount** 5% per month of the **Principal Sum**

**Maximum Benefit Amount** 100% of the **Principal Sum**

**Class 4**

**Benefit Amount** 5% per month of the **Principal Sum**

**Maximum Benefit Amount** 100% of the **Principal Sum**

**Class 5**

**Benefit Amount** 5% per month of the **Principal Sum**

**Maximum Benefit Amount** 100% of the **Principal Sum**

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

BTA6032

**Education Expense**

**Class 1**

**Benefit Amount** 10% of the **Principal Sum** to a maximum of \$10,000 annually for each eligible **Dependent Child**

**Maximum Benefit Amount** 100% of the **Principal Sum**

**Class 2**

**Benefit Amount** 10% of the **Principal Sum** to a maximum of \$10,000 annually for each eligible **Dependent Child**

**Maximum Benefit Amount** 100% of the **Principal Sum**

**Class 3**

**Benefit Amount** 10% of the **Principal Sum** to a maximum of \$10,000 annually for each eligible **Dependent Child**

**Maximum Benefit Amount** 100% of the **Principal Sum**

**Class 4**

**Benefit Amount** 10% of the **Principal Sum** to a maximum of \$10,000 annually for each eligible **Dependent Child**

**Maximum Benefit Amount** 100% of the **Principal Sum**

**Class 5**

**Benefit Amount** 10% of the **Principal Sum** to a maximum of \$10,000 annually for each eligible **Dependent Child**

**Maximum Benefit Amount** 100% of the **Principal Sum**

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

BTA6036

**Home Alteration or Vehicle Modification**

**Class 1**

**Benefit Amount** for **Home Alteration** \$25,000

**Benefit Amount** for **Vehicle Modification** \$25,000

**Maximum Benefit Amount** \$50,000

**Class 2**

**Benefit Amount** for **Home Alteration** \$25,000

**Benefit Amount** for **Vehicle Modification** \$25,000

**Maximum Benefit Amount** \$50,000

**Class 3**

**Benefit Amount** for **Home Alteration** \$25,000

**Benefit Amount** for **Vehicle Modification** \$25,000

**Maximum Benefit Amount** \$50,000

**Class 4**

**Benefit Amount** for **Home Alteration** 10% of the **Principal Sum**

**Benefit Amount** for **Vehicle Modification** 10% of the **Principal Sum**

**Maximum Benefit Amount** 20% of the **Principal Sum** to a maximum of \$50,000

**Class 5**

**Benefit Amount** for **Home Alteration** 10% of the **Principal Sum**

**Benefit Amount** for **Vehicle Modification** 10% of the **Principal Sum**

**Maximum Benefit Amount** 20% of the **Principal Sum** to a maximum of \$50,000

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

BTA6050

**Medical Evacuation and Repatriation**

**Class 1**

**Maximum Benefit Amount** Unlimited  
**Benefit Amount(Hospital Admission Guaranty)** \$5,000  
**Family Travel Expense**  
**(Maximum Per Day)** \$250  
**(Maximum Number of Days)** 7

**Class 2**

**Maximum Benefit Amount** Unlimited  
**Benefit Amount(Hospital Admission Guaranty)** \$5,000  
**Family Travel Expense**  
**(Maximum Per Day)** \$250  
**(Maximum Number of Days)** 7

**Class 3**

**Maximum Benefit Amount** \$250,000  
**Benefit Amount(Hospital Admission Guaranty)** \$5,000  
**Family Travel Expense**  
**(Maximum Per Day)** \$250  
**(Maximum Number of Days)** 7

**Class 4**

**Maximum Benefit Amount** Unlimited  
**Benefit Amount(Hospital Admission Guaranty)** \$5,000  
**Family Travel Expense**  
**(Maximum Per Day)** \$250  
**(Maximum Number of Days)** 7

**Class 5**

**Maximum Benefit Amount** Unlimited  
**Benefit Amount(Hospital Admission Guaranty)** \$5,000  
**Family Travel Expense**  
**(Maximum Per Day)** \$250  
**(Maximum Number of Days)** 7

The **Benefit Amounts** shown above for Hospital Admission Guaranty and Family Travel Expense, are part of, and not in addition to, the **Maximum Benefit Amount** for **Medical Evacuation and Repatriation**. This **Benefit Amount** is not subject to Section IV - Maximum Payment for Multiple Losses and Multiple Benefits, of the Contract.

BTA6056 (Ed. 7/06)

**Psychological Therapy**

**Class 1**

**Benefit Amount** \$25,000

**Class 2**

**Benefit Amount** \$25,000

**Class 3**

**Benefit Amount** \$25,000

**Class 4**

**Benefit Amount** 10% of the **Principal Sum** up to a maximum of \$25,000

**Class 5**

**Benefit Amount** 10% of the **Principal Sum** up to a maximum of \$25,000

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

BTA6072

**Rehabilitation Expense**

**Class 1**

**Benefit Amount** \$25,000

**Class 2**

**Benefit Amount** \$25,000

**Class 3**

**Benefit Amount** \$25,000

**Class 4**

**Benefit Amount** 10% of the **Principal Sum** up to a maximum of \$25,000

**Class 5**

**Benefit Amount** 10% of the **Principal Sum** up to a maximum of \$25,000

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

BTA6074

**Seat Belt and Occupant Protection Device**

**Class 1**

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

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

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

**Class 2**

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

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

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

**Class 3**

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

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

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

**Class 4**

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

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

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

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

**Class 5**

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

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

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

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

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

BTA6080

**Spouse Employment Training Expense**

**Class 1**

**Benefit Amount** 10% of the **Insured Person's Principal Sum** to a maximum of \$10,000

**Class 2**

**Benefit Amount** 10% of the **Insured Person's Principal Sum** to a maximum of \$10,000

**Class 3**

**Benefit Amount** 10% of the **Insured Person's Principal Sum** to a maximum of \$10,000

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

BTA6082

**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>	365 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>	365 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>	365 days

#### Class 4

	<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>	365 days

#### Class 5

	<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>	365 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

**\$20,000,000 per Accident outside Israel, \$1,250,000 per Accident inside Israel**

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

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

BTA6090

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## Hazards

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### 24 Hour Business and Pleasure Hazard

**24 Hour Business and Pleasure Hazard** means all circumstances, subject to the terms and conditions of this policy, to which a **Primary Insured Person** may be exposed.

BTA5513

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### Business Travel Family Hazard

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

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

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### 24 Hour Business Travel Hazard

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

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

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

BTA5528

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## Contract

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### Section I - Insurance

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

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#### Accidental Death and Dismemberment

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

BTA5010

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#### Carjacking

We will pay the **Benefit Amount** for **Carjacking**, shown in Section IV-C of the Schedule of Benefits, if an **Insured Person** suffers a covered **Loss** resulting from **Accidental Bodily Injury** due to **Carjacking**.

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

BTA5016

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#### Child Care Expense

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

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

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

**Child Care Expenses** shall be paid to the natural person who incurs such expenses for the **Dependent Child**.

BTA5020

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#### COBRA Premium Expense

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

This insurance applies only if the Insured Person has a **Spouse** or **Dependent Child**:

- 1) who is eligible under **COBRA** to continue group medical or group dental insurance under a group medical or group dental plan provided through the **Policyholder** within the time period prescribed by **COBRA**; and

- 2) who elects to continue group medical or group dental insurance under a group medical or group dental plan provided through the **Policyholder** within the time period prescribed by **COBRA**.

We will reimburse **COBRA Premium Expense** to the natural person who incurs the expense. We will reimburse the cost of **COBRA Premium Expense** on an annual basis until the earliest of:

- 1) the date the **Policyholder** ceases to provide a group medical or group dental plan;
- 2) the date the surviving **Spouse** or **Dependent Child**:
  - a) terminates **COBRA** elections;
  - b) becomes covered under any other medical or dental plan without an applicable pre-existing condition exclusion;
  - c) becomes eligible for Medicare; or
  - d) fails to make timely payment for **COBRA Premium Expense**;
- 3) the date **Our** total payments in any consecutive twelve (12) month period for **COBRA Premium Expense** equal the Annual Maximum Amount for **COBRA Premium Expense** shown in Section IV-C of the Schedule of Benefits; or
- 4) thirty-six (36) months from the date of the **Insured Person's** covered **Loss of Life**.

BTA5022

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## **Coma**

We will pay the **Benefit Amount** for **Coma**, shown in Section IV-C of the Schedule of Benefits, if **Accidental Bodily Injury** causes an **Insured Person** to:

- 1) lapse into a **Coma** within thirty (30) days after the **Accident**;
- 2) remain in a **Coma** for thirty (30) consecutive days; and
- 3) be confined to a **Hospital** or other licensed facility to receive **Medically Necessary** treatment for **Coma**, prescribed and supervised by a **Physician**, within the first thirty (30) days following the **Accident**.

The **Benefit Amount** for **Coma** will be the percentage of the **Insured Person's Principal Sum**, shown in Section IV-C of the Schedule of Benefits. The **Benefit Amount** for **Coma** is payable monthly subject to the Maximum **Benefit Amount** for **Coma** shown in Section IV-C of the Schedule of Benefits.

Brief lapses from **Coma** will not be considered an interruption of the consecutive thirty (30) day period, or cause a discontinuance in **Our** payment, if the lapses and subsequent **Coma** recurrences are due to the same **Accident**.

The **Coma** monthly payment will be made until the earliest of the date:

- 1) the **Insured Person** dies;
- 2) the **Insured Person** is no longer in a **Coma**; or
- 3) total payments equal the Maximum **Benefit Amount** for **Coma**, shown in Section IV-C of the Schedule of Benefits.

If an **Insured Person** dies within 365 days after the **Accident**, then **We** will pay a lump sum equal to the **Insured Person's Principal Sum**, less any **Benefit Amount** for **Coma** already paid.

BTA5024

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## **Education Expense**

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

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

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

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

The **Benefit Amount for Education Expense** shall be paid to the natural person who incurs the expense.

#### **Limitation on Education Expense**

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

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

BTA5028

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#### **Home Alteration or Vehicle Modification**

We will reimburse charges up to the **Benefit Amount for Home Alteration** or the **Benefit Amount for Vehicle Modification** shown in Section IV-C of the Schedule of Benefits, if a covered **Loss** due to an **Accidental Bodily Injury** requires an **Insured Person** to incur expenses for **Home Alteration** or **Vehicle Modification**. The expenses for **Home Alteration** or **Vehicle Modification** must be incurred within eighteen (18) months after the **Accidental Bodily Injury**. The **Benefit Amount for Home Alteration** or **Vehicle Modification** is payable if:

- 1) a **Physician** certifies that the **Home Alteration** or **Vehicle Modification** is needed to accommodate a physical disability of an **Insured Person**;
- 2) the **Home Alteration** or **Vehicle Modification** is made by people experienced in such **Home Alteration** or **Vehicle Modification**;
- 3) the **Home Alteration** or **Vehicle Modification** is in compliance with any applicable laws or requirements for approval by the appropriate governmental authority in the jurisdiction where the services are rendered; and
- 4) the **Home Alteration** or **Vehicle Modification** expenses do not exceed the usual level of charges for similar alterations and modifications in the jurisdiction where the expenses are incurred.

The **Benefit Amount for Home Alteration** and **Vehicle Modification** is payable to the natural person who incurs the expense. The **Benefit Amount for Home Alteration** and **Vehicle Modification** is payable in addition to any other applicable **Benefit Amounts** under this policy. In no event will **Our** total payments for **Home Alteration** and **Vehicle Modification** exceed the **Maximum Benefit Amount for Home Alteration** and **Vehicle Modification** shown in Section IV-C of the Schedule of Benefits.

BTA5040

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

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

This insurance applies only if the covered trip:

- 1) is more than 100 miles from the **Insured Person's** primary residence; and
- 2) lasts no more than 365 consecutive days.

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

If an **Insured Person's Accidental Bodily Injury**, disease or illness occurs during an insured **Hazard** and requires **Emergency Medical Treatment** while the **Insured Person** is on a covered trip, then **We** will guarantee payment of the **Hospital Admission Guaranty** incurred for such **Emergency Medical Treatment** up to the **Benefit Amount** for **Hospital Admission Guaranty**, shown in Section IV-C of the Schedule of Benefits. The **Assistance Services Administrator** must approve the **Hospital Admission Guaranty**.

If an **Insured Person's Accidental Bodily Injury**, disease or illness occurs during an insured **Hazard** and requires a **Hospital** stay for more than five (5) day(s) while the **Insured Person** is on a covered trip, then **We** will pay the **Benefit Amount** for **Family Travel Expense**, if all the following conditions are met:

- 1) the **Insured Person** is confined to a **Hospital**; and
- 2) the **Hospital** is at least seventy-five (75) miles from the **Insured Person's** permanent residence; and
- 3) all transportation arrangements for an **Immediate Family Member** are made by **Our Assistance Services Administrator** and are by the most direct and economical route.

If an **Insured Person's Accidental Bodily Injury**, disease or illness occurs during an insured **Hazard** and requires a **Hospital** stay for more than five (5) day(s) while the **Insured Person** is on a covered trip, then **We** will pay for an accompanying **Dependent Child** to return to his or her primary residence. All transportation arrangements must be made by **Our Assistance Services Administrator** and shall be by the most direct and economical route.

The **Benefit Amount** for **Medical Evacuation** or **Repatriation** is payable on an excess basis. **We** will determine the charges for **Medical Evacuation** or **Repatriation**. **We** will then reduce that amount by amounts already paid or payable by any **Other Plan**. **We** will pay the resulting **Benefit Amount**. The **Benefit Amounts** for **Hospital Admission Guaranty**, and **Family Travel Expense**, are part of, and not in addition to, the **Maximum Benefit Amount** for **Medical Evacuation** and **Repatriation**. In no event will **We** pay more than the **Maximum Benefit Amount** for **Medical Evacuation** or **Repatriation** shown in Section IV-C of the Schedule of Benefits.

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

## Political Evacuation

If an **Insured Person**, who resides in the United States, is on a covered trip; while insured under a **Hazard**; and the United States Department of State issues a **Travel Warning**, for the country where the **Insured Person** is traveling, then **We** will reimburse **Evacuation Expenses** up to the **Benefit Amount** for **Evacuation Expenses**, shown in Section IV-C of the Schedule of Benefits. All arrangements must be approved and arranged by **Our Assistance Services Administrator** and shall be by the most direct and economical route. This benefit does not apply to an **Insured Person** traveling to Iraq, Afghanistan, Somalia, Russia, Ukraine, Belarus, Israel, Gaza, Lebanon and West Bank.

BTA5046ID

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## 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

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## 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

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### **Seat Belt and Occupant Protection Device**

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. If it cannot be determined whether an **Insured Person** was using a **Seat Belt**, then the **Alternate Benefit Amount** for **Seat Belt**, shown in Section IV-C of the Schedule of Benefits will be paid.

We will also pay the **Benefit Amount** for an **Occupant Protection Device**, shown in Section IV-C of the Schedule of Benefits, if an **Insured Person** suffers an **Accidental Bodily Injury** as set forth above and such **Insured Person** is positioned in a seat protected by a properly deployed **Occupant Protection Device**. The **Benefit Amount** for an **Occupant Protection Device** will only be paid if We pay a **Benefit Amount** for **Seat Belt** other than an **Alternate Benefit Amount**.

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

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

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

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

BTA5070

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### **Spouse Employment Training Expense**

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

This insurance applies only if the surviving **Spouse** incurs **Employment Training Expense** within two (2) years following the date of the **Primary Insured Person's** covered **Loss of Life**.

In no event will **Our** total payment exceed the **Benefit Amount** for **Spouse Employment Training Expense**, shown in Section IV-C of the Schedule of Benefits.

BTA5072

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## **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

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

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### **Eligibility**

A person becomes insured under this policy if:

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

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### **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

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### **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

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## **Section III - Extensions Of Insurance**

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Extensions of Insurance are subject to the provisions of Section I-Insurance of the 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

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

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For any **Benefit Amount** identified as subject to this provision in the Schedule of Benefits, payment of such **Benefit Amount** will reduce the **Principal Sum**. If, subject to all the terms and conditions of 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 **Coma, Total Loss of Use**.

BTA5092

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## Section V - Territory

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This insurance applies worldwide.

BTA5094

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## Section VI - General Exclusions

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

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### Aircraft Pilot or Crew

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

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

BTA5098 (Ed. 7/06)

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## Disease or Illness

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

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

BTA5102 (Ed. 7/06)

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## 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

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## Service in the Armed Forces

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

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## Suicide or Intentional Injury

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

BTA5120

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## 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

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## War

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

BTA5126

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## Section VII - Definitions

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

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### Accident or Accidental

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

- 1) happens by chance;
- 2) arises from a source external to 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

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### 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)

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### 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

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### Assistance Services Administrator

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

BTA5610

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### 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

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### 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 365 days or less.

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

BTA5622 (Ed. 7/06)

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### Carjacking

**Carjacking** means the unlawful forced removal or detention of an **Insured Person** while operating or riding as a passenger in, boarding or alighting from, a **Private Passenger Automobile** during the theft or attempted theft of such **Private Passenger Automobile**. The **Carjacking** must be confirmed in writing by a police report in the jurisdiction where the **Loss** occurs.

BTA5626

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### Child Care Expense

**Child Care Expense** means the actual incurred costs for the care and supervision of an **Insured Person's Dependent Child** who is less than age thirteen (13).

BTA5630

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### Class

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

BTA5628

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### Coma

**Coma** means a profound state of unconsciousness, as determined by a **Physician** according to the Glasgow Coma Scale, from which an **Insured Person** cannot be aroused to consciousness even by powerful stimulation.

BTA5632

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### COBRA

**COBRA** means the U.S. Consolidated Omnibus Budget Reconciliation Act of 1985, as amended.

BTA5634

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COBRA Premium Expense

**COBRA Premium Expense** means the actual cost of premium charged and paid for the **Dependent's** election to continue group medical or dental insurance under a group medical or dental plan provided through the **Policyholder** up to the maximum allowed by **COBRA**.  
BTA5636

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Common Accident

**Common Accident** means the same **Accident** or separate **Accidents** that occur within the same consecutive twenty-four (24) hour period and result in **Loss of Life** to a **Primary Insured Person** and such **Primary Insured Person's Spouse**.  
BTA5642

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Commutation

**Commutation** means travel between a **Primary Insured Person's** residence and regular place of employment.  
BTA5646

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Company

**Company** means FEDERAL INSURANCE COMPANY.  
BTA5648

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Conveyance

**Conveyance** means any motorized craft, vehicle or mode of transportation licensed or registered by a governmental authority with competent jurisdiction.  
BTA5650

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## Covered Expenses

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

The means of transportation that is best suited to accommodate an **Insured Person**, based on the seriousness of an **Insured Person's** condition, will be used.
  - 2) medical supplies and services which are:
    - a) ordered or prescribed by an attending **Physician**; and
    - b) are, in the opinion of an attending **Physician**, necessarily incurred in connection with the **Medical Evacuation** of an **Insured Person**.
- 2) With respect to **Repatriation, Covered Expenses** means the cost for:
- 1) **Repatriation** of an **Insured Person**; and
  - 2) medical supplies and services which:
    - a) are ordered or prescribed by an attending **Physician**;
    - b) are, in the opinion of an attending **Physician**, necessarily incurred in connection with **Repatriation** of an **Insured Person**; and
    - c) are the necessary expenses for embalming, cremation, transportation and purchase of a shipping container as required by applicable law or regulation.

With respect to **Medical Evacuation** and **Repatriation**, all transportation arrangements made for an **Insured Person** will be by the most direct and economical route. All **Covered Expenses** must be arranged and receive the prior approval of **Our Assistance Service Administrator**.

**Covered Expenses** do not include those expenses incurred by an **Insured Person** for **Accidental Bodily Injury**, illness or disease, which occurs while an **Insured Person** is:

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

BTA5654

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## Dependent

**Dependent** means a **Dependent Child, Spouse** of a **Primary Insured Person**.

BTA5660

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### 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 receive more than one-half of his or her financial support and maintenance from the **Primary Insured Person**, and must be under the age of twenty-five (25).  
BTA5662ID

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### Education Expense

**Education Expense** means the actual cost incurred for tuition, fees, or room and board billed by an **Institution of Higher Learning**. **Education Expense** also means costs for required books or course supplies but shall not include any amount reimbursed from any other source.  
BTA5668

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### 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

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### Emergency Medical Treatment

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

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

BTA5674

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### Family Travel Expense

**Family Travel Expense** means actual costs incurred by an **Immediate Family Member** for temporary lodging, transportation and meals while traveling to and from visits with an **Insured Person**.  
BTA5678

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### Full-time Employee

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

BTA5684

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### 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

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### Hazard

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

BTA5696

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### Home Alteration

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

BTA5706

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### Hospital

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

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

BTA5712

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### Hospital Admission Guaranty

**Hospital Admission Guaranty** means any charge or expense made by a **Hospital** prior to and as a condition of an **Insured Person's** admission.

BTA5714

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### Immediate Family Member

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

- 1) **Spouse**;
- 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** 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

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### Incapacitated Dependent Child

**Incapacitated Dependent Child** means a child who, as a result of being mentally or physically challenged, is permanently incapable of self-support and permanently dependent on a **Primary Insured Person** for support and maintenance. The incapacity must have occurred while the child was under the age of twenty-five (25)

BTA5718ID

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### Institution of Higher Learning

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

BTA5724

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### Insured Person

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

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

BTA5728

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### Leased Aircraft

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

BTA5730 (Ed. 7/06)

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## Loss

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

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

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

BTA5732

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## Loss of Foot

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

BTA5734

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## Loss of Hand

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

BTA5736

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## Loss of Hearing

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

BTA5738

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## Loss of Life

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

BTA5740

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## Loss of Sight

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

BTA5742

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### Loss of Sight of One Eye

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

BTA5744

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### Loss of Speech

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

BTA5748

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### Loss of Thumb and Index Finger

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

BTA5750

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### Medical Evacuation

**Medical Evacuation** means the emergency transportation of an **Insured Person** from the location where such **Insured Person** is injured or becomes ill to the nearest **Hospital** where appropriate medical care and treatment can be provided.

BTA5756

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### 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

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### 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)

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### Occupant Protection Device

**Occupant Protection Device** means either an air bag, which inflates for added protection to the head and chest areas, or any other personal safety restraint system other than a **Seat Belt** recognized by the U.S. National Highway Transportation Safety Board.

BTA5764

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### Operated Aircraft

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

BTA5768

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### Other Plan

**Other Plan** means any other insurance or payment source for **Medical Services** or disability, including but not limited to health coverage, 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

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### Owned Aircraft

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

BTA5772

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Personal Excursion

**Personal Excursion** means travel or activities that are unrelated to the **Policyholder's** business and which take place away from a **Primary Insured Person's** residence or regular place of employment. Such travel or activities must coincide with the **Primary Insured Person's Business Travel** or **Relocation Travel**. **Personal Excursion** is limited to any consecutive 7 day period immediately prior to, during or immediately following such **Business Travel** or **Relocation Travel**.  
BTA5780

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Physician

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

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

BTA5782

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Policyholder

**Policyholder** means the entity identified in the Insuring Agreement.  
BTA5786

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Primary Insured Person

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

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

BTA5790

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Principal Sum

**Principal Sum** means the amount of insurance appearing in Section IV-A of the Schedule of Benefits applicable to each **Class**.  
BTA5792

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Private Passenger Automobile

**Private Passenger Automobile** means a four-wheeled motor vehicle with a maximum seating capacity of nine (9) people, manufactured, designed and registered as a private passenger vehicle for travel on public roads.  
BTA5793

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Proof of Loss

**Proof of Loss** means written evidence acceptable to Us that an **Accident, Accidental Bodily Injury** or **Loss** has occurred.  
BTA5794

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Psychological Therapy

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

BTA5796

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Psychological Therapy Expense

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

BTA5797

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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

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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

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Rehabilitation Expense

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

BTA5802

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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

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### 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

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### Repatriation

**Repatriation** means:

- 1) the transfer of an **Insured Person**, from the local **Hospital** where **Emergency Medical Treatment** is initially given to another **Hospital** or to an **Insured Person's** domicile or permanent residence; and
- 2) the necessary arrangements for the return of an **Insured Person's** remains to an **Insured Person's** domicile or permanent residence in the event of an **Insured Person's Loss of Life**.

BTA5810

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### 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

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### Salary

**Salary** means a **Primary Insured Person's** base annual salary or annualized hourly wages paid by the **Policyholder** on the date of the accident including: 1) mandatory overtime for employees working shifts A,B,C,D,E or F, subject to a maximum of 6.4 hours of overtime in any two week period; and 2) target compensation. Target compensation will be the actual amount in effect and on file with the **Policyholder** on the date of the accident. Salary will not include: any overtime not specifically referenced above; bonuses; profit sharing, pay for performance; shift differential; any other fringe benefits or extraordinary compensation.

BTA5816

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### Seat Belt

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

BTA5820

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### Spouse

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

BTA5828

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Spouse Employment Training Expense

**Spouse Employment Training Expense** means the actual costs incurred by a **Spouse** for tuition, fees, room and board billed by an **Institution of Higher Learning**. **Spouse Employment Training Expense** also means costs for required books or course supplies. These costs must be incurred by the **Primary Insured Person's Spouse** to attend an **Institution of Higher Learning** for the purpose of obtaining or refreshing skills needed for employment.

BTA5830

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Subsidiary

**Subsidiary** means any organization in which:

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

BTA5832

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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

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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

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Vehicle Modification

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

BTA5856

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## War

**War** means:

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

BTA5858

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## We, Us and Our

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

BTA5860

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## **Section VIII - General Provisions**

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

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

BTA5150

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### **Benefit Assignment**

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

BTA5154

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### **Arbitration**

In the event of a dispute under this policy, either **We**, an **Insured Person**, or in the event of **Loss of Life**, an **Insured Person's** beneficiary, may make a written demand for arbitration. 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

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## 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**;
- 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

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## Cancellation, Nonrenewal and Grace Period

### A) Grace Period

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

BTA5160

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### B) Cancellation, Nonrenewal

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

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

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

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

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

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

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

BTA5162

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## Certificate

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

BTA5164

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## Changes

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

BTA5166

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## Concealment or Fraud

Insurance under this policy is void if:

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

BTA5165

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## Compliance by Policyholder and Insured Person

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

BTA5168

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## Claim Notice

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

BTA5170

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## Claim Forms

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

BTA5172

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## Claim Proof of Loss

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

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

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## Claim Payment

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

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

BTA5176

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## Claim and Suit Cooperation

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

BTA5178

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## 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

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## 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

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## 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)

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## 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

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## Informational and Advertising Material

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

BTA5188

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## Legal Action Against Us

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

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

BTA5190

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## Liberalization

If **We** adopt any changes:

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

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

BTA5192

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## Newly Acquired or Newly Formed Organizations

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

- 1) all eligible employees of such **Subsidiary** fit the **Class** Description shown in Section I of the Schedule of Benefits;
- 2) the **Subsidiary** is acquired or formed during the Policy Period;
- 3) the **Policyholder** reports the name of the **Subsidiary** by the following Anniversary Date 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 500 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

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## Physical Examination and Autopsy

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

BTA5193

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## Premium Payment

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

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

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

BTA5196

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## **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

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

**We** will not use any statements, except fraudulent misstatements, made by the **Policyholder** or 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

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## **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

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## **Workers' Compensation**

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

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## Endorsement

## War Risk

**Effective Date :** 01/01/2026  
**Policy Number :** 9906-80-80  
**Policyholder :** MICRON TECHNOLOGY INC  
**Policy Period** 01/01/2026 to 01/01/2029  
**Name of Company :** **FEDERAL INSURANCE COMPANY**  
**Issue Date :** 12/19/2025

It is agreed that the Policy is amended as follows:

A) **Solely for the Classes and Hazards identified in the Schedule of Benefits, Section VI-Exclusions of the Contract, the War exclusion is deleted in its entirety and replaced by the following:**

This insurance does not apply to any **Accident, Accidental Bodily Injury** or **Loss** that is caused by or resulting from, directly or indirectly, any declared or undeclared **War** in the following jurisdictions:

- 1) The **Insured Person's** jurisdiction of permanent residence; and
- 2) Afghanistan, Burkina Faso, Central African Republic, Chad, Cuba, Democratic Republic of Congo, India (Jammu and Kashmir), Iran, Iraq, Lebanon, Libya, Mali, Mozambique, Myanmar, Niger, Nigeria, North Korea, Pakistan, Somalia, South Sudan, Sudan, Syria, Venezuela, Yemen
- 3) Russia, Ukraine and Belarus
- 4) Gaza, Lebanon and West Bank

We may change the jurisdiction in (2) above at any time upon ten (10) days prior written notice to the **Policyholder**.

This Exclusion applies during the period described below:

From: 01/01/2026

To: 01/01/2029

B) **Solely with respect to the insurance provided by this War Risk Endorsement, the Schedule of Benefits is amended as follows:**

**War Risk Insurance**

- 1) The **Principal Sum** is amended for the following **Class(es)** and **Hazard(s)**:

<u>Class</u>	<u>Hazard</u>	<u>Principal Sum</u>
1	24 Hour Business Travel	Five (5) times Salary subject to a Maximum Principal Sum of \$500,000
2	24 Hour Business and Pleasure	Five (5) times Salary subject to a Maximum Principal Sum of \$500,000

3	24 Hour Business Travel	Five (5) times Salary subject to a Maximum Principal Sum of \$250,000
4	Business Travel Family	\$50,000
5	24 Hour Business and Pleasure	\$50,000

This **War Risk Insurance** applies only to the **Class(es)** listed above.

- 2) Section V Aggregate Limit of Insurance is amended to include the following:

The following are the maximum amounts **We** will pay:

**War Risk Aggregate Limit of Insurance**

**\$20,000,000 per War Risk Accident outside Israel, \$1,250,000 per War Risk Accident inside Israel**

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 **Insured Person's** applicable **Benefit Amount**.

- C) **Solely with respect to the insurance provided by this Endorsement, the Cancellation and Nonrenewal provision of Section VIII-General Provisions of the Contract is amended to include the following:**

The **Policyholder** may cancel this **War Risk** insurance at any time by sending **Us** written notice. The effective date of the cancellation may not be earlier than the date **We** receive the notice.

**We** may cancel the **War Risk** insurance by sending the **Policyholder** at its last known address at least ten (10) days prior written notice.

- D) **Solely with respect to the insurance provided by this Endorsement, the Premium Rate Change provision of Section VIII-General Provisions of the Contract is amended to include the following:**

**We** will charge, and the **Policyholder** agrees to pay, an additional premium based on the rates in effect, for **War Risk** jurisdictions not otherwise excluded, as determined by and on file with the **Company**, at the time of the exposure. If a premium rate change is needed to reflect conditions which change the **War Risk** exposure, then **We** will give the **Policyholder** at least seventy two (72) hours notice prior to a change in the **War Risk** rates.

BT 1000

All other terms and conditions of the policy remain unchanged.



Authorized Representative

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**Endorsement****Beneficiary (Group Term Life)**

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**Effective Date :** 01/01/2026  
**Policy Number :** 9906-80-80  
**Policyholder :** MICRON TECHNOLOGY INC  
**Policy Period :** 01/01/2026 to 01/01/2029  
**Name of Company :** **FEDERAL INSURANCE COMPANY**  
**Issue Date :** 12/19/2025

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It is agreed that the Policy is amended as follows:

Section C Payment of the Beneficiary Provision in the General Provisions is deleted and replaced with the following:

The **Benefit Amount** for **Loss of Life** will be paid to the beneficiary designated by the **Insured Person**. This choice must be in writing and filed with the **Policyholder**. 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**. All other **Benefit Amounts** are paid to the **Insured Person**, unless otherwise directed by the **Insured Person**, or the **Insured Person's** designee.

If the **Insured Person** has not chosen a beneficiary under **Our Policy**, **We** will pay the **Loss of Life Benefit Amount** to the beneficiary named by the **Insured Person** on the Group Life Policy issued to the **Policyholder** and in effect on the date of the **Insured Person's Loss of Life**. If the **Insured Person** has not chosen a beneficiary under the Group Life Policy or is not insured under the Group Life Policy; or if the beneficiary is not alive when the **Insured Person** dies, **We** will pay to the first surviving party in the following order:

- a) the **Insured Person's** spouse;
- b) in equal shares to the **Insured Person's** surviving children;
- c) in equal shares to the **Insured Person's** surviving parents;
- d) in equal shares to the **Insured Person's** surviving brothers and sisters;
- e) the **Insured Person's** estate.

If the **Insured Person** has named multiple beneficiaries and one or more dies before the **Insured Person** has, their share of the payment will be redistributed proportionately among the surviving beneficiaries.

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All other terms and conditions of the policy remain unchanged.



Authorized Representative

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**Endorsement****Foreign National Facility of Payment**

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**Effective Date :** 01/01/2026  
**Policy Number :** 9906-80-80  
**Policyholder :** MICRON TECHNOLOGY INC  
**Policy Period** 01/01/2026 to 01/01/2029  
**Name of Company :** **FEDERAL INSURANCE  
COMPANY**  
**Issue Date :** 12/19/2025

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It is agreed that the Policy is amended as follows:

A) **The following is added to the Beneficiary provision appearing in Section VIII- General Provisions of the Contract:**

- A) If an **Insured Person** entitled to receive a **Benefit Amount** for covered **Loss**, or a designated beneficiary or other person entitled to receive a **Benefit Amount** for **Loss of Life**, is a **Foreign National**, and **We** are unable to make payment directly to such **Foreign National** as a matter of law in the jurisdiction where such **Foreign National** is located, then:
- i) **We** will pay an account of such **Foreign National** in the United States of America; or
  - ii) if **We** are unable to make payment as per (i) above because such **Foreign National** is unable or unwilling to identify an account in the United States of America, then **We** will pay the **Policyholder** on behalf of such **Foreign National**. It shall then be the responsibility of the **Policyholder** to remit payment of the **Benefit Amount** for **Loss of Life** or other **Benefit Amount** to such **Foreign National**.

Nothing herein shall be construed as a designation of the **Policyholder** as the **Insured Person's** beneficiary.

- B) If an **Insured Person** entitled to receive a **Benefit Amount** for covered **Loss**, or a designated beneficiary or other person entitled to receive a **Benefit Amount** for **Loss of Life**, is a United States citizen resident in a jurisdiction other than the United States of America, and **We** are unable to make payment directly to such **Insured Person**, designated beneficiary or other person as a matter of law in the jurisdiction where such person is located, then **We** will pay an account of such **Insured Person**, designated beneficiary or other person located in the United States of America.
- C) Payment to the **Policyholder** of a **Benefit Amount** for **Loss of Life** or other **Benefit Amount** for covered **Loss** under this Policy, pursuant to the procedures set forth above, shall fully release **Us** from any and all liability to the **Policyholder** for such covered **Loss**. If the **Policyholder** fails to timely remit **Our** payment for covered **Loss** to any **Insured Person**, designated beneficiary or other person per the procedures set forth above, then the **Policyholder** shall indemnify **Us** and hold **Us** harmless against any and all liability incurred by **Us**, including but not limited to interest, penalties and attorneys' fees, resulting from such failure to remit payment. If **We** must make a second payment for such covered **Loss** to an **Insured Person**, designated beneficiary or other person (whether in the United States of America or otherwise), then **We** shall be fully released from any and all liability for such covered **Loss** to such **Insured Person**, designated beneficiary

or other person to the extent of **Our** second payment and the **Policyholder** shall repay to **Us** any amounts received from **Us** for such covered **Loss**.

**B) Section VII-Definitions of the Contract is amended to add the following definition:**

**Foreign National** means an **Insured Person**, designated beneficiary of an **Insured Person** or other person entitled to receive a **Benefit Amount** for **Loss of Life** or other **Benefit Amount** for covered **Loss** under this Policy, who is:

- i) a citizen of a jurisdiction other than the United States of America; and
- ii) resident in a jurisdiction other than the United States of America.

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All other terms and conditions of the policy remain unchanged.



**Authorized Representative**

BT 1002A

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**Policy Endorsement****Security Evacuation Expense  
Benefit (Not applicable to  
Class 3)**

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**Effective Date:** 01/01/2026  
**Policy Number:** 9906-80-80  
**Policyholder:** MICRON TECHNOLOGY INC  
**Policy Period:** 01/01/2026 to 01/01/2029  
**Name of Company:** **FEDERAL INSURANCE  
COMPANY**  
**Issue Date:** 12/19/2025

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It is agreed that the Policy is amended as follows:

- A) Solely with respect to the insurance provided by this Endorsement, the Schedule of Benefits is amended as follows:**

**SECURITY EVACUATION EXPENSE BENEFIT**

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

**Aggregate Limit per Occurrence:** \$500,000

- B) Solely with respect to the insurance provided by this Endorsement, Section I - Insurance of the Contract is amended as follows:**

We will pay **Security Evacuation Expense Benefits** for the **Insured Person**, if:

1. an **Occurrence** takes place during the **Hazard** described in the **Policy** and within his or her Term of Coverage; and
2. while he or she is traveling outside of his or her **Home Country**.

Benefits will be subject to the **Benefit Maximum** shown in the Schedule of Benefits.

**Security Evacuation Expense Benefits** will be paid for:

1. the **Insured Person's Transportation** and **Related Costs** to the **Nearest Place of Safety**, necessary to ensure his or her safety and well-being as determined by **Our Designated Security Consultant**.
2. the **Insured Person's Transportation** within 5 days of the **Security Evacuation** to either of the following locations:
  - a. the **Insured Person's Home Country**;
  - b. a destination where the **Policyholder** is located or where the **Policyholder** directs the **Insured Person** to travel to continue a **Hazard**. Coverage will be extended for up to 5 days if the **Policyholder** provides documented proof that it is not possible to make arrangements for the **Insured Person's** relocation within 5 days.
3. consulting services for seeking information on a **Missing Person** or kidnapping case, if the **Insured Person** is considered kidnapped or a **Missing Person** by local or international authorities.

**Security Evacuation Expense Benefits** are payable only once for the **Insured Person** for any one **Occurrence**.

Benefits will not be payable unless **We** (or **Our** authorized assistance provider) authorize in writing, or by an authorized electronic or telephonic means, all expenses in advance, and services are rendered by **Our** assistance provider. If expenses are not authorized in advance by **Us** or **Our** assistance provider, **We** will pay 100% of such expenses to the extent that **We** or **Our** assistance provider determine(s) that such authorization would have been provided to the **Insured Person**.

**Our** assistance provider is not responsible for the availability of **Transport** services. Where a **Security Evacuation** becomes impractical due to hostile or dangerous conditions, a **Designated Security Consultant** will endeavor to maintain contact with the **Insured Person** until a **Security Evacuation** can occur.

**Right of Recovery** - If, after a **Security Evacuation** is completed, it becomes evident that the **Insured Person** was an active participant in the events that led to the **Occurrence**, or that another third party may be liable for evacuation expenses, **We** have the right to recover all **Transportation** and **Related Costs** from the **Insured Person** or the third party.

**Changes in Terms and Conditions** - The term and conditions of this benefit may be changed at any time to reflect conditions that constitute a change in the **Policyholder's Security Evacuation** exposure. **We** will give at least 10 days advance written notice (or authorized electronic or telephonic means) to the **Policyholder** of any change in the terms and condition of this benefit.

C) **Solely with respect to the insurance provided by this Endorsement, Section VII-Definitions of the Contract is amended to add the following definitions:**

**Appropriate Authority(ies)** means the U.S. State Department, the government authority(ies) in the **Insured Person's Home Country**, or the government authority(ies) of the **Host Country** or the Company's **Designated Security Consultant**.

**Country of Permanent Assignment** means a country, other than the **Insured Person's Home Country**, in which the **Policyholder** requires him or her to work for more than 180 continuous days

**Country of Permanent Residence** means a country, other than the **Insured Person's Home Country**, in which he or she is allowed to reside indefinitely although not a citizen.

**Designated Security Consultant** means an employee of a security firm under contract with **Us** or **Our** assistance provider who is experienced in security and the measures necessary to ensure the safety of the **Insured Person(s)** in his or her care.

**Home Country** means a country from which the **Insured Person** holds a passport. If the **Insured Person** holds passports from more than one Country, his or her **Home Country** will be the country that he or she has declared to **Us** in writing as his or her **Home Country**. **Home Country** also includes the **Insured Person's Country of Permanent Assignment**, or **Country of Permanent Residence**.

**Host Country** means any country, other than an OFAC excluded country, in which the **Insured Person** is traveling while covered under the **Policy**.

**Imminent Danger** means an immediate threat of harm, or the existence of any condition or practice that could reasonably be expected to cause death or serious physical harm if a **Insured Person** were to proceed in the affected area or if the **Insured Person** were to enter the affected area before the condition or practice was eliminated.

**Missing Person** means **Insured Person** who disappeared for an unknown reason and whose disappearance was reported to the **Appropriate Authority(ies)**.

**Natural Disaster** means storm (wind, rain, snow, sleet, hail, lightning, dust or sand), earthquake, flood, volcanic eruption, wildfire or other similar event that:

1. is due to natural causes; and
2. results in such severe and widespread damage that the area of damage is officially declared a disaster area by the government in which the **Insured Person's Trip** occurs and the area is deemed to be uninhabitable or dangerous.

**Natural Disaster** does not mean nuclear reactions, uninhabitable property, transportation strikes, lost or stolen passport or travel documents, radiation or radioactive contamination, civil disorder and other similar events.

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

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

**Occurrence** means any of the following situations involving the **Insured Person** that trigger the need for a **Security Evacuation**:

1. Expulsion from a **Host Country** or being declared persona non-grata on the written authority of the recognized government of a **Host Country**.
2. A **Political or Military Event** involving a **Host Country**, if the **Appropriate Authority(ies)** issue a **Travel Advisory** stating that citizens of the **Insured Person's Home Country**, or citizens of the **Host Country** should avoid all but essential travel to the **Host Country**; or Our Designated Security Consultant recommends an evacuation due to political or civil unrest.
3. Within 7 days of a **Natural Disaster**.
4. Within 7 days of deliberate physical harm to the **Insured Person** or a threat of **Imminent Danger** against the **Insured Person** confirmed by a documented report from a supervising authority, police report or other physical evidence.
5. Within 7 days of an act of **Terrorism** that occurs within a 15-mile radius of where the **Insured Person** is staying.
6. Within 7 days of being found if there is documented evidence that the **Insured Person** is threatened after being deemed kidnapped or a **Missing Person**.

**Political or Military Event** means social unrest or a military activity such that **Appropriate Authorities** suggest evacuation of travelers or in-patriates and/or warn travelers to defer all but essential travel, or issue a similar warning of **Imminent Danger**. Coverage will not be available for any future travel to such an area until the same **Appropriate Authorities**, who issued the initial warning, have revised or rescinded the warning indicating that it is now nominally safe to travel to the area affected by the original warning.

**Related Costs** means lodging and, if necessary, physical protection for the **Insured Person** during or while waiting for **Transport** to the **Nearest Place of Safety**. **Related Costs** will include temporary lodging, if necessary, while the **Insured Person** is waiting to be transported back to the his or her **Home Country** or other country where the **Policyholder** that sponsored the **Insured Person's Trip** is located, or where the **Policyholder** directs the **Insured Person** to travel to continue a **Covered Activity**. **Related Costs** do not include charges for alcoholic beverages, tobacco, entertainment, or non-emergency use of a mobile device.

Benefits will not be payable for **Related Costs** unless **We** authorize in writing, or by an authorized electronic or telephonic means, all expenses in advance, and services are rendered by **Our** assistance provider. If expenses are not authorized in advance by **Us** or **Our** assistance provider, **We** will pay such expenses to the extent that **We** or **Our** assistance provider determine(s) that such authorization would have been provided to the **Insured Person**.

**Security Evacuation** means the extrication of the **Insured Person** from an area of conflict or hostility due to an **Occurrence** which could result in the likelihood of grave physical harm or death to the **Insured Person**.

**Terrorism or Terrorist Acts** means an activity that 1) involves any violent act or any act dangerous to human life and that threatens or causes Injury to persons; and 2) appears to be in any way intended to: a) intimidate or coerce a civilian population; or b) disrupt any segment of a nation's economy; or c) influence the policy of a government by intimidation or coercion; or d) affect the conduct of a government by mass destruction, assassination, kidnapping, or hostage-taking; or e) respond to governmental action or policy. It includes the use of any nuclear weapon or device or the emission, discharge, dispersal, release, or escape of any solid liquid or gaseous chemical or biological agent. It shall also include any incident declared to be an act of terrorism by an official, department, or agency that has been specifically authorized by federal statute to make such a determination.

**Transport or Transportation** means the most efficient and available method of conveyance, where practical, economy fare will be utilized. If possible, the **Insured Person's** common carrier tickets will be used.

**Travel Advisory** means a formal recommendation issued by the **Appropriate Authority(ies)** that the **Insured Person** or citizens of his or her **Home Country**, or citizens of the **Host Country** should avoid all but essential travel in the **Host Country**. In the U.S. this is a Level 4 Travel Advisory.

**Trip** means your sponsored travel by air, land, or sea from the **Insured Person's Home Country**. It includes the period of time from the start of the trip until its end provided the **Insured Person** is engaged in a **Hazard** or personal excursion, if covered under the Policy.

**D) Solely with respect to the insurance provided by this Endorsement, Section VI-General Exclusions of the Contract is amended to add the following exclusions:**

Additional Exclusions - We will not pay **Security Evacuation Expense Benefits** for expenses and fees:

1. payable under any other provision of the Policy.
2. that are recoverable through the **Insured Person's** employer or other entity sponsoring the **Insured Person's Trip**.
3. arising from or attributable to an actual fraudulent, dishonest or criminal act committed or attempted by the **Insured Person**, acting alone or in collusion with other persons.
4. arising from or attributable to an alleged:
  - a. violation of the laws of the country in which the **Insured Person** is traveling while covered under the **Policy**; or
  - b. violation of the laws of the **Insured Person's Home Country** or **Country of Residence**.
5. due to the **Insured Person's** failure to maintain and possess duly authorized and issued required travel documents and visas.
6. for repatriation of remains expenses.
7. for common or endemic or epidemic diseases or global pandemic disease as defined by the World Health Organization.
8. for medical services.
9. for monies payable in the form of a ransom, if a **Missing Person** case evolves into a kidnapping.
10. arising from or attributable, in whole or in part, to:
  - a. a debt, insolvency, commercial failure, the repossession of any property by any title holder or lien holder or any other financial cause;
  - b. non-compliance by the **Insured Person** with regard to any obligation specified in a contract or license.
11. due to an **Occurrence** prior to the **Insured Person** arriving in the **Host Country**.
12. failure of the **Insured Person** to cooperate with Us or **Our** assistance provider with regard to a **Security Evacuation**. Such cooperation includes, but is not limited to, failure to provide any documents needed to extricate the **Insured Person**, failure to follow the directions given by **Our** designated security consultants during a **Security Evacuation**.

If the **Insured Person** refuses to participate in a **Security Evacuation**, or any part of a **Security Evacuation**, no further benefits will be payable under the **Security Evacuation Expense Benefit** for that **Occurrence**.

A handwritten signature in black ink, consisting of several loops and a long horizontal stroke ending in a small circle.

**Authorized Representative**

## Endorsement

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**Effective Date:** 01-01-2026  
**Policy Number:** 9906-80-80  
**Policyholder:** MICRON TECHNOLOGY INC  
**Policy Period:** 01-01-2026 to 01-01-2029  
**Name of Company:** Federal Insurance Company  
**Issue Date:** 12-19-2025

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It is agreed that the Policy is amended as follows:

**A) Section I- Insurance of the Contract is amended to include the following:**

**Medical Evacuation and Repatriation** (Applicable to Class 2 & 5 Only)

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

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

If a **Primary Insured Person's Accidental Bodily Injury**, disease or illness occurs during an insured **Hazard** and requires **Emergency Medical Treatment** then **We** will guarantee payment of the **Hospital Admission Guaranty** incurred for such **Emergency Medical Treatment** up to the **Benefit Amount**, shown in Section IV-C of the Schedule of Benefits. The **Assistance Services Administrator** must approve the **Hospital Admission Guaranty**.

If a **Primary Insured Person's Accidental Bodily Injury**, disease or illness occurs during an insured **Hazard** and requires a **Hospital** stay for more than five (5) day(s), then **We** will pay up to the **Benefit Amount** for **Family Travel Expense**, if all the following conditions are met:

- 1) the **Insured Person** is confined to a **Hospital**; and
- 2) the **Hospital** is away from the **Insured Person's Permanent Residence**; and
- 3) all transportation arrangements for an **Immediate Family Member** are made by **Our Assistance Services Administrator** and are by the most direct and economical route.

If a **Primary Insured Person's Accidental Bodily Injury**, disease or illness occurs during an insured **Hazard** and requires a **Hospital** stay for more than five (5) day(s) then **We** will pay for an accompanying **Dependent Child** to return to his or her primary residence. All

transportation arrangements must be made by **Our Assistance Services Administrator** and shall be by the most direct and economical route.

The **Benefit Amount** for **Medical Evacuation** or **Repatriation** is payable on an excess basis. **We** will determine the charges for **Medical Evacuation** or **Repatriation**. **We** will then reduce that amount by amounts already paid or payable by any **Other Plan**. **We** will pay the resulting **Benefit Amount**. The **Benefit Amounts** for Hospital Admission Guaranty, and Family Travel Expense, are part of, and not in addition to, the **Maximum Benefit Amount** for **Medical Evacuation** and **Repatriation**. In no event will **We** pay more than the **Maximum Benefit Amounts** for **Medical Evacuation** or **Repatriation** shown in Section IV-C of the Schedule of Benefits.

With respect to **Medical Evacuation and Repatriation** only, the Disease or Illness Exclusion in Section VI - General Exclusions of the Contract does not apply.  
BTA5046 (Ed. 7/06)

**B) Solely with respect to the insurance provided by this endorsement, Section VII- Definitions of the Contract is amended to include the following:**

Repatriation

**Repatriation** means:

- 1) the transfer of a **Primary Insured Person**, from the local **Hospital** where **Emergency Medical Treatment** is initially given to another **Hospital** or to a **Primary Insured Person's Home Country** or **Permanent Residence**; and
- 2) the necessary arrangements for the return of a **Primary Insured Person's** remains to a **Primary Insured Person's Home Country** or **Permanent Residence** in the event of a **Primary Insured Person's Loss of Life**.

Home Country

**Home Country** means a country from which the **Primary Insured Person** holds a passport. If the **Primary Insured Person** holds passports from more than one country, his or her **Home Country** will be the country that he or she has declared to **Us** in writing as his or her **Home Country**.

Primary or Permanent Residence

**Primary Residence** or **Permanent Residence** means a **Primary Insured Person's** fixed, permanent and main home for legal and tax purposes.

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All other terms and conditions of the policy remain unchanged.



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Authorized Representative



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**Endorsement****Change**

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**Effective Date:** 01-01-2026  
**Policy Number:** 9906-80-80  
**Policyholder:** MICRON TECHNOLOGY INC  
**Policy Period:** 01-01-2026 to 01-01-2029  
**Name of Company:** Federal Insurance Company  
**Issue Date:** 12-19-2025

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It is agreed that the Policy is amended as follows:

- A) **Solely with respect to the insurance provided by this endorsement, Section IV-Benefits of the Schedule of Benefits is amended to include the following:**

**Emergency Reunion Benefit**

Benefit Amount: \$25,000

- B) **Solely with respect to the insurance provided by this endorsement, Section VII- Definitions of the Contract is amended as follows:**

The following new definitions are added:

**Family Member(s)**

**Family Member(s)** means a person who is related to the **Primary Insured Person** in any of following ways: spouse; parent (includes stepparent); child (includes legally adopted and step child); brother or sister (includes stepbrother or stepsister); parent-in-law; son- or daughter-in-law; and brother- or sister-in-law; grandparent.

**Medical Emergency**

**Medical Emergency** means a condition caused by an **Accidental Bodily Injury** that manifests itself by symptoms of sufficient severity that a prudent layperson possessing an average knowledge of health and medicine would reasonably expect that failure to receive immediate medical attention would place the health of the person in serious jeopardy.

- C) **Section I-Insurance of the Contract is amended to include the following:**

**Emergency Reunion Benefit**

In the event the **Primary Insured Person** has either been:

1. confined in a **Hospital** for at least 24 consecutive hours due to a covered **Accidental Bodily Injury** or **Sickness**, where the attending **Physician** believes it would be beneficial for the **Primary Insured Person** to have **Family Member(s)** or person(s) of the Primary Insured Person's choice at his or her side; or
2. the victim of a **Felonious Assault**, **We** will pay the expenses incurred for travel and lodging for those **Family Member(s)**, up to the Benefit Amount shown in the Schedule of Benefits.

The **Family Member(s)**' travel must take place within 7 days of the date the **Primary Insured Person** is confined in the **Hospital**, or the date of the occurrence of the **Felonious Assault**.

Covered expenses include an economy airline ticket and other travel related expenses shown in the Schedule of Benefits.

All transportation and lodging arrangements must be made by the most direct and economical route and conveyance possible and may not exceed the usual level of charges for similar transportation or lodging in the locality where the expense is incurred. Benefits will not be payable unless **We** (or **Our** authorized assistance provider) authorize in writing, or by an authorized electronic or telephonic means, all expenses in advance, and services are rendered by **Our** assistance provider.

**D) The Out-of-Country Medical Expense Benefit Endorsement is amended as follows:**

**Repatriation of Remains Benefit**

**We** will pay Repatriation of Remains Benefits as shown in the Schedule of Benefits for **Covered Expenses** incurred for the preparation and return of the **Primary Insured Person's** body to his or her home if he or she dies as a result of a **Medical Emergency** while traveling outside of his or her **Home Country** or **Country of Permanent Assignment**.

**Covered Expenses for Repatriation of Remains Benefit**

1. expenses for embalming or cremation;
2. The least costly coffin or receptacle adequate for transporting the remains;
3. transporting the remains;
4. Escort Services: expenses for up to three (3) **Family Member(s)** or a companion who is traveling with the **Primary Insured Person** to join the **Primary Insured Person's** body during the repatriation to the **Primary Insured Person's** place of residence.

All transportation arrangements must be made by the most direct and economical route and conveyance possible and may not exceed the **Reasonable and Customary Charges** for similar transportation in the locality where the expense is incurred. Benefits will not be payable unless **We** authorize in writing, or by an authorized electronic or telephonic means, all expenses in advance, and services are rendered by **Our** assistance provider.

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All other terms and conditions of the policy remain unchanged.



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Authorized Representative

# CHUBB GROUP U.S. PRIVACY NOTICE

<b>FACTS</b>	<b>WHAT DOES 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.

Reasons we can share your personal information	Does Chubb share?	Can you limit this sharing?
<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="http://www.chubb.com/us-en/privacy.aspx">www.chubb.com/us-en/privacy.aspx</a>
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## Who we are

**Who is providing this notice?**

The Chubb Group. A list of these companies is located at the end of this document.

## What we do

**How does Chubb Group protect my personal information?**

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.

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.

**How does Chubb Group collect my personal information?**

We collect your personal information, for example, when you

- apply for insurance or pay insurance premiums
- file an insurance claim or provide account information
- give us your contact information

We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.

**Why can't I limit all sharing?**

Federal law gives you the right to limit only

- sharing for affiliates' everyday business purposes – information about your creditworthiness
- affiliates from using your information to market to you
- sharing for nonaffiliates to market to you

State laws and individual companies may give you additional rights to limit sharing. See below for more on your rights under state law.

## Definitions

**Affiliates**

Companies related by common ownership or control. They can be financial and nonfinancial companies.

- Our affiliates include those with a Chubb name and financial companies, such as Westchester Fire Insurance Company and Great Northern Insurance Company.

**Nonaffiliates**

Companies not related by common ownership or control. They can be financial and nonfinancial companies.

- Chubb does not share with nonaffiliates so they can market to you.

**Joint Marketing**

A formal agreement between nonaffiliated financial companies that together market financial products or services to you.

- Our joint marketing partners include categories of companies such as banks.

## Other important information

**For Insurance Customers in AZ, CA, CT, GA, IL, MA, ME, MN, MT, NC, NJ, NV, OH, OR, and VA only:** Under state law, under certain circumstances, you have the right to 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 or if you would like us to delete any of this information, 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 California residents only:** Under state law, under certain circumstances, you also have the right to correct, amend, or delete the personal information about you that we have on file by writing to Chubb Group, Attention: Privacy Inquiries, 202 Hall's Mill Road, P.O. Box 1600, Whitehouse Station, NJ 08889-1600. We will respond to your request within 30 business days.

**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 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 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 November 2, 2023.

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 ("Secretary of Health and Human Services" or "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 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 the 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, permit product recalls and conduct post-market surveillance. PHI may also be used or disclosed if you may have been exposed to a communicable disease or are at risk of contracting or 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 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 all objections 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 be a victim of a crime but only if the individual agrees to the disclosure or the Company 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 or 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 at 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 the Company by writing to North America Chief Privacy Officer, Chubb Group, 202 Hall's Mill Road, Whitehouse Station, NJ 08889, calling 1-833-324-9798, or emailing [naprivacyoffice@chubb.com](mailto:naprivacyoffice@chubb.com).

### 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 by writing to North America Chief Privacy Officer, Chubb Group, 202 Hall's Mill Road, Whitehouse Station, NJ 08889, calling 1-833-324-9798, or emailing [naprivacyoffice@chubb.com](mailto:naprivacyoffice@chubb.com).

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 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 by writing to North America Chief Privacy Officer, Chubb Group, 202 Hall's Mill Road, Whitehouse Station, NJ 08889, calling 1-833-324-9798, or emailing [naprivacyoffice@chubb.com](mailto:naprivacyoffice@chubb.com).

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 to carry out treatment, payment or health care operations, and certain other disclosures such as (1) to individuals about their own PHI; (2) prior to the compliance date; or (3) 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: North America Chief Privacy Officer, Chubb Group, 202 Hall's Mill Road, Whitehouse Station, NJ 08889, phone 1-833-324-9798, or email [naprivacyoffice@chubb.com](mailto:naprivacyoffice@chubb.com).

#### 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 Health and Human Services;
- 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. *De-identified information* 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 coverage under a group health plan, which summarizes the claims history, claims expenses or type of claims experienced by individuals for whom the plan sponsor has provided health benefits under the group health plan; 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 by writing to North America Chief Privacy Officer, Chubb Group, 202 Hall's Mill Road, Whitehouse Station, NJ 08889, calling 1-833-324-9798, or emailing [naprivacyoffice@chubb.com](mailto:naprivacyoffice@chubb.com).

You may file a complaint with the U.S. Department of Health and Human Services by sending a written complaint to Centralized Case Management Operations, U.S. Department of Health and Human Services, 200 Independence Avenue, S.W., Room 509F HHH Bldg., Washington, D.C. 20201, emailing [OCRComplaint@hhs.gov](mailto:OCRComplaint@hhs.gov), faxing (202) 619-3818, or visiting <https://www.hhs.gov/hipaa/filing-a-complaint/index.html>.

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: North America Chief Privacy Officer, Chubb Group, 202 Hall's Mill Road, Whitehouse Station, NJ 08889, phone 1-833-324-9798, or email [naprivacyoffice@chubb.com](mailto:naprivacyoffice@chubb.com).

## VI. Chubb Group Legal Entities

This following is a list of the Chubb Group of 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.