

# Business Travel Accident INSURANCE CERTIFICATE Issued by FEDERAL INSURANCE COMPANY FOR POLYPORE INTERNATIONAL, INC.

#### Excess Insurance

The policy is not intended to be issued where other medical insurance exists. If other medical insurance does exist at the time of a claim, then the amounts payable by such other medical insurance will become the deductible amount of the policy if such benefits exceed the deductible amount shown in the Schedule of Benefits.

4010 NC BTC

Important Cancellation Information: Please Read the Provision Entitled Cancellation, Nonrenewal and Grace Period.

THIS CERTIFICATE IS NOT A MEDICARE SUPPLEMENT CERTIFICATE. If you are eligible for Medicare review the Guide to Health Insurance for People with Medicare which is available from the **Company**.

4021

Chubb Underwriting Office: FEDERAL INSURANCE COMPANY

202 Hall's Mill Road

P.O. Box 1600

Whitehouse Station, New Jersey 08889-1600

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

Throughout the certificate the words "We", "Us" and "Our" refer to the Company providing this insurance. "You" and "Your" refer to the Insured Person.

# Please Read This Certificate Carefully

BTC5000NC

# **Table of Contents**

insuring Agreement	3
Schedule Of Benefits	4
Hazards	9
Contract	13
I - Insurance	13
II - Eligibility	17
III - Extensions	17
IV - Maximum Payment for Multiple Losses and Multiple Benefits	17
V - Territory	18
VI - Exclusions	18
VII - Definitions	20
VIII - General Provisions	32
Endorsements	39

# **Insuring Agreement**

#### Section I

Chubb Group of Insurance Companies 15 Mountain View Road, P.O. Box 1615 Warren, New Jersey 07061-1615

Policyholder's Name and Address: POLYPORE INTERNATIONAL, INC. 11430 N COMMUNITY HOUSE RD STE 350

CHARLOTTE, NC 28277 Policy Number: 9907-24-88 Effective Date: 11/01/2012 Anniversary Date: November 1

Issued by the stock insurance company

indicated below:

FEDERAL INSURANCE COMPANY

Incorporated under the laws of

INDIANA

BTC5002

# Section II Policy Period

# **Policy Period**

From: 11/01/2012 To: 11/01/2013

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

This certificate contains the major provisions of the policy. It describes the insurance, exclusions, limitations and payment of loss. This certificate replaces all prior certificates issued to **You** for the policy. If the terms of the certificate and the policy differ, the policy will govern.

**Your** insurance under the policy begins and ends as set forth in Section II - Eligibility, Effective Date and Termination.

#### Schedule of Benefits

Chubb Group of Insurance Companies 15 Mountain View Road, P.O. Box 1615 Warren. New Jersey 07061-1615

#### Policyholder's Name:

POLYPORE INTERNATIONAL, INC.

Issued by the stock insurance company indicated below:

#### FEDERAL INSURANCE COMPANY

Incorporated under the laws of INDIANA

BTC6000

# Section I - Insured Persons

The following are the Insured Persons under the policy:

Class	Description
1	All Employees of the Policyholder.
2	Spouse of a Primary Insured Person.

3 Dependent Children of a Primary Insured Person.

BTC6002

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

BTC6004

# Section II - Qualification Period

If **You** are in an eligible **Class** on the Effective Date: none If **You** enter an eligible **Class** after the Effective Date: none BTC6008

#### Section III - Hazards

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

Class	Hazard(s)
1	24 Hour Business Travel, Extraordinary Commutation, Bomb
2	Business Travel Family
3	Business Travel Family

If, subject to all the terms and conditions of this policy **You** have 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**.

BTC6010 (Ed. 7/06)

# Section IV - Benefits

# A) Principal Sum

The following are Principal Sums for each Class:

Class	Hazard	Principal Sum
1	24 Hour Business Travel	\$250,000
1	Extraordinary Commutation	\$250,000
1	Bomb	\$250,000
2	Business Travel Family	\$50,000
3	Business Travel Family	\$25,000

BTC6012

# 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)

A11

Accidental:	Benefit Amounts (Percentage of Principal Sum)			
Loss of Life	100%			
Loss of Speech and Loss of Hearing	100%			
Loss of Speech and one of Loss of Hand, Loss of Foot or Loss of Sight				
of One Eye	100%			
Loss of Hearing and one of Loss of Hand, Loss of Foot or Loss of Sigh	t			
of One Eye	100%			
Loss of Hands (Both), Loss of Feet (Both), Loss of Sight or a combination	n			
of any two of Loss of Hand, Loss of Foot or Loss of Sight of One Eye	100%			
Quadriplegia	100%			
Paraplegia	75%			
Hemiplegia	50%			
Loss of Hand, Loss of Foot or Loss of Sight of One Eve				
(Any one of each)	50%			
Loss of Speech or Loss of Hearing	50%			
Uniplegia	25%			
Loss of Thumb and Index Finger of the same hand	25%			
This Renefit Amount is subject to Section IV - Maximum Payment for Multiple Losses and Multiple				

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

If You have 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 certificate.

BTC6018

#### C) Additional Benefits

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

#### Carjacking

Class 1

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

Class 2

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

Class 3

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 certificate.

BTC6024

#### Coma

#### Class 1

Benefit Amount 1% per month of the Principal Sum Maximum Benefit Amount 100% of the Principal Sum

#### Class 2

Benefit Amount 1% per month of the Principal Sum Maximum Benefit Amount 100% of the Principal Sum

Class 3

Benefit Amount 1% 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 certificate.

BTC6032

#### Home Alteration or Vehicle Modification

#### Class 1

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 2

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 3

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 certificate.

# **Medical Evacuation and Repatriation**

#### Class 1

Maximum Benefit Amount Unlimited

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

Benefit Amount(Medical Expenses) \$100,000

Family Travel Expense

(Maximum Per Day) \$100

(Maximum Number of Days) 5

#### Class 2

Maximum Benefit Amount Unlimited

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

Benefit Amount(Medical Expenses) \$100,000

**Family Travel Expense** 

(Maximum Per Day) \$100

(Maximum Number of Days) 5

#### Class 3

Maximum Benefit Amount Unlimited

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

Benefit Amount(Medical Expenses) \$100,000

Family Travel Expense

(Maximum Per Day) \$100

(Maximum Number of Days) 5

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

BTC6056 (Ed. 7/06)

# **Psychological Therapy**

#### Class 1

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

Class 2

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

#### Class 3

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 certificate.

BTC6072

#### Rehabilitation Expense

#### Class 1

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

#### Class 2

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

#### Class 3

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 certificate.

# **Seat Belt and Occupant Protection Device**

#### Class 1

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

#### Class 2

Benefit Amount for Seat Belt 10% of the Principal Sum

Alternate Benefit Amount \$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 3

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

 $This \ \textbf{Benefit Amount} \ is \ not \ subject \ to \ Section \ IV - Maximum \ Payment \ for \ Multiple \ Losses \ and \ Multiple \ Benefits, \ of \ the \ certificate.$ 

#### BTC6080

# Section V - Aggregate Limit of Insurance

\$2,500,000 per Accident

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

#### BTC6088

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

#### Hazards

# **Business Travel Family Hazard**

Business Travel Family Hazard means all circumstances, subject to the terms and conditions of the policy, to which Your Dependent may be exposed while traveling in connection with Your 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
- no person shall be insured as a **Dependent** of more than one **Primary Insured Person**.

  BTC5514

# **Extraordinary Commutation Hazard**

Extraordinary Commutation Hazard means all circumstances, subject to the terms and conditions of the policy, arising from and occurring during Commutation by You using any form of conveyance when a strike, major breakdown or catastrophe causes the discontinuance of service of one or more public transportation system(s) regularly used by You for Commutation. This Extraordinary Commutation Hazard ends with resumption of service of the affected transportation system(s) or the expiration of sixty (60) consecutive days, whichever occurs first.

BTC5506

# **Bomb Hazard**

Bomb Hazard means all circumstances, subject to the terms and conditions of the policy, arising from and occurring if You suffer an Accident, Accidental Bodily Injury or Loss caused by or resulting from a Bomb Scare, Bomb Search or Bomb Explosion while You are on the premises of the Policyholder.

# 24 Hour Business Travel Hazard

24 Hour Business Travel Hazard means all circumstances, subject to the terms and conditions of the policy, arising from and occurring while You are 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 Your residence or regular place of employment, whichever occurs last. Insurance under this 24 Hour Business Travel Hazard ends immediately upon return to Your 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.

BTC:5528

#### Section I - Insurance

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

#### Accidental Death and Dismemberment

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

BTC5010

# Carjacking

We will pay the **Benefit Amount** for **Carjacking**, shown in Section IV-C of the Schedule of Benefits, if **You** suffer 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 the policy.

BTC5016

#### Coma

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

- You die:
- 2) You are no longer in a Coma; or
- total payments equal the Maximum Amount for Coma, shown in Section IV-C of the Schedule of Benefits.

If You die within 365 days after the Accident, then We will pay a lump sum equal to Your Principal Sum, less any Benefit Amount for Coma already paid.

BTC5024

#### 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 You 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:

- a Physician certifies that the Home Alteration or Vehicle Modification is needed to accommodate Your physical disability;
- 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 the 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.

BTC 5040

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

If Your Accidental Bodily Injury, disease or illness occurs while insured under a Hazard and requires Your Medical Evacuation or Repatriation while You are 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:

- is more than 100 miles from Your primary residence; and
- 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 Your medical condition. The Medical Evacuation or Repatriation must be approved and arranged by Our Assistance Services Administrator.

If Your Accidental Bodily Injury, disease or illness occurs during an insured Hazard and requires Emergency Medical Treatment while You are 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 You who reside in the United States suffers Accidental Bodily Injury, disease or illness during an insured Hazard and results in medical expenses being paid while You are on Business Travel outside of the United States, then We will reimburse medical expenses up to the Benefit Amount for medical expenses, shown in Section IV-C of the Schedule of Benefits. The medical expenses must be incurred outside the United States. The medical expenses must be ordered by a Physician who certifies that the expenses are necessary to prevent death or serious deterioration of Your medical condition. The Benefit Amount for the medical expense is payable on an excess basis. We will determine the Reasonable and Customary Charge for the

covered medical expense. We will then reduce that amount by amounts already paid or payable by any Other Plan. We will pay the resulting amount but in no event will we pay more than the Benefit Amount for medical expenses, shown in Section IV-C of the Schedule of Benefits. The medical expenses must be the result of Medical Services that are coordinated or arranged by Our Assistance Services Administrator.

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

- 1) You are confined to a Hospital; and
- 2) the Hospital is at least seventy five (75) miles from Your 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 Your Accidental Bodily Injury, disease or illness occurs during an insured Hazard and requires a Hospital stay for more than five (5) day(s) while You are 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, Medical Expenses, 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.

BTC5046 (Ed. 7/06)

# **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 You to suffer a covered Loss resulting in a Physician's determination that Psychological Therapy is required for:

- 1) You: or
- Your 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 the policy.

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

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

#### 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 You to suffer a covered Loss which:

- 1) prevents You from performing all the duties of Your regular occupation; and
- 2) requires You 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 the 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:

- 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**.

BTC5066

# **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 You suffer an Accidental Bodily Injury resulting in a covered Loss of Life while You are 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 **You** were 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 You suffer an Accidental Bodily Injury as set forth above and You are 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 **You** are 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 the 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.

# Section II - Eligibility, Effective Date and Termination

#### **Eligibility**

You become insured under the policy if:

- You are a member of an eligible Class of Insured Persons as shown in Section I of the Schedule
  of Benefits:
- You have completed any required Qualification Period as shown in Section II of the Schedule of Benefits; and
- Your required premium has been paid.

BTC5080

#### **Effective Date of Your Insurance**

Your insurance becomes effective on the latest of:

- 1) the effective date of the policy;
- the date on which You first meet the eligibility criteria as an Insured Person; or
- 3) the beginning of the period for which required premium is paid for You.

BTC5082

# **Termination of Your Insurance**

Your insurance automatically terminates on the earliest of:

- 1) the termination date of the policy;
- 2) the expiration of the period for which required premium has been paid for You;
- 3) the date on which **You** no longer meet the eligibility criteria as an **Insured Person**.

BTC5084

#### Section III - Extensions Of Insurance

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

#### Disappearance

If You have not been found within one (1) year of the disappearance, stranding, sinking, or wrecking of any Conveyance in which You were an occupant at the time of the Accident, then it will be assumed, subject to all other terms and conditions of the Policy, that You have suffered Loss of Life insured under the policy. BTC5088

# Exposure

If an **Accident** resulting from an insured **Hazard** causes **You** to be unavoidably exposed to the elements and as a result of such exposure **You** have a **Loss**, then such **Loss** will be insured under the policy. BTC5090

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

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

You are 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 the policy.

If, subject to all the terms and conditions of the policy, **You** suffer 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**. BTC5092

# Section V - Territory

This insurance applies worldwide.

BTC5094

# Section VI - General Exclusions - Exceptions

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

# Owned Aircraft, Leased Aircraft, or Operated Aircraft

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

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

BTC5095 (Ed. 7/06)

#### 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, **You** or **Your** insured **Dependent** 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 lifethreatening emergency.

BTC5098 (Ed. 7/06)

#### Disease or Illness

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

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

BTC5102NC

#### 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 You are incarcerated after conviction.

BTC5106

# 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, **You** 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.

BTC5116

#### Specialized Aviation

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

BTC5118

# 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, **Your** suicide, attempted suicide or intentionally self-inflicted injury.

#### Trade Sanctions

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

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

BTC5122

#### 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**. BTC5126

#### Section VII - Definitions

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

# Accident or Accidental

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

- 1) happens by chance;
- 2) arises from a source external to You;
- is independent of illness, disease or other bodily malfunction or medical or surgical treatment thereof:
- 4) occurs while You are insured under the policy which is in force; and
- is the direct cause of loss.

#### BTC5600

# 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 **You** are insured under this policy, which is in force.

Accidental Bodily Injury does not mean a Repetitive Motion Injury.

BTC5602 (Ed. 7/06)

# Actively at Work or Active Work

Actively at Work, or Active Work means You are performing the material and substantial duties of Your regular occupation for compensation.

# Assistance Services Administrator

 ${\bf Assistance\ Services\ Administrator\ means\ the\ organization\ that\ contracts\ with\ the\ {\bf Company}\ to\ provide\ {\bf Medical\ Evacuation\ and\ Repatriation\ services\ to\ {\bf You}.}$ 

BTC5610

#### Benefit Amount

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

- at the time of an Accident;
- 2) to You: and
- for the applicable Hazard.

BTC5612

#### Bomb

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

BTC5614

#### **Bomb Explosion**

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

BTC5616

# Bomb Scare

Bomb Scare means any report of the presence of a Bomb on the premises of the Policyholder. BTC5617

# Bomb Search

Bomb Search means any organized attempt to find a reported Bomb on the premises of the Policyholder. BTC5618

#### Business Travel

Business Travel means travel by You that is:

- 1) away from Your regular place of employment;
- at the authorization, direction and expense of the Policyholder;
- 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. BTC5622 (Ed. 7/06)

Carjacking means Your unlawful forced removal or detention 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 iurisdiction where the Loss occurs.

BTC5626

#### Class

Class means the categories of Insured Persons described in Section I of the Schedule of Benefits. BTC5628

#### Coma

Coma means a profound state of unconsciousness, as determined by a **Physician** according to the Glasgow Coma Scale, from which **You** cannot be aroused to consciousness even by powerful stimulation. BTC5632

#### Commutation

Commutation means travel between **Your** residence and regular place of employment. BTC5646

#### **Company**

Company means FEDERAL INSURANCE COMPANY. BTC5648

#### Conveyance

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

BTC5650

# Covered Expenses

- With respect to Medical Evacuation, Covered Expenses means the cost for:
  - a land, water or air Conveyance, required to transport You 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
    - comply with the standard regulations of the Conveyance transporting You.

The means of transportation that is best suited to accommodate **You**, based on the seriousness of **Your** condition, will be used.

- medical supplies and services which are:
  - a) ordered or prescribed by an attending Physician; and
  - are, in the opinion of an attending Physician, necessarily incurred in connection with Your Medical Evacuation.
- With respect to Repatriation, Covered Expenses means the cost for:

- 1) Your Repatriation; and
- 2) medical supplies and services which:
  - a) are ordered or prescribed by an attending Physician; and
  - are, in the opinion of an attending Physician, necessarily incurred in connection with Your Repatriation; or
  - are necessary 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 **You** 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 You for Accidental Bodily Injury, illness or disease, which occurs while You are:

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

BTC5654

#### Dependent

Dependent means Your Dependent Child, Spouse.

BTC5660

# Dependent Child

**Dependent Child** means **Your** unmarried child from the moment of birth, including a natural child, grandchild, stepchild or adopted child from the date of placement with **You** or foster child from the date of placement with **You**. The **Dependent Child** must be primarily dependent upon **You** for maintenance and support, and must be:

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

BTC5662NC (Ed. 8/08)

# Emergency Medical Treatment

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

- 1) arises suddenly and unexpectedly; and
- if left untreated could result in Loss of Life, or in serious deterioration of Your medical condition.

BTC5674

# 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 You.

BTC 5678

# Full-time Employee

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

BTC5684

# Gainful Occupation

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

BTC5688

#### 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 the policy.

BTC5696

# **Hemiplegia**

**Hemiplegia** means complete and irreversible loss of all motion and all practical use of one arm and one leg on the same side of the body that lasts longer than 365 days as determined by a **Physician** approved by **Us**. BTC5702

#### Home Alteration

Home Alteration means changes to Your primary residence that are necessary to make the residence accessible and habitable for You.

BTC5706

# Hospital

#### Hospital means:

- A) a duly licensed State tax supported institution: or
- B) a public or private institution which:
  - 1) is licensed in accordance with the laws of the jurisdiction where it is located;
  - is accredited by the Joint Commission on Accreditation of Hospitals;
  - operates for the reception, care and treatment of sick, ailing or injured persons as in-patients;
  - 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
  - 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.

#### BTC5712NC

# Hospital Admission Guaranty

Hospital Admission Guaranty means any charge or expense made by a Hospital prior to and as a condition of Your admission.

BTC5714

# Immediate Family Member

# Immediate Family Member means Your:

- 1) Spouse:
- 2) children including adopted children and stepchildren;
- 3) legal guardians or wards;
- 4) siblings or siblings-in-law;
- 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.

BTC5716

# 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 **You** for support and maintenance. The incapacity must have occurred while the child was:

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

BTC5718

# 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.

BTC5724

#### 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
- for whom insurance is elected.
- 3) and on whose behalf premium is paid.

# 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. BTC5730 (Ed. 7/06) (Ed. 7/06)

#### Loss

#### Loss means Accidental:

Loss of Foot
Loss of Hand
Loss of Hearing
Loss of Life
Loss of Sight
Loss of Sight of One Eye
Quadriplegia
Paraplegia
Hemiplegia
Loss of Speech
Uniplegia

Loss of Thumb and Index Finger
Loss must occur within one (1) year after the Accident.

BTC5732

# 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.

BTC5734

# 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.

BTC5736

# 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**.

BTC5738

#### 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.

BTC5740

# 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**.

BTC5742

# 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**. BTC5744

#### 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**.

BTC5748

# 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.

BTC5750

#### Medical Evacuation

Medical Evacuation means Your emergency transportation from the location where You are injured or become ill to the nearest Hospital where appropriate medical care and treatment can be provided. BTC5756

#### Medically Necessary

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

- is ordered or prescribed by a Physician;
- 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.

#### 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**;
- diagnostic tests and x-rays prescribed by a Physician;
- 5) Your or Your insured Dependent's transportation in an emergency transportation vehicle from the location where You or Your insured Dependent becomes injured to the nearest Hospital where appropriate medical treatment can be obtained;
- 6) dental care and treatment due to Accidental Bodily Injury;
- physical therapy, including diathermy, ultrasonic, whirlpool or heat treatment, adjustment, manipulation, massage and the office visit associated with such therapy;
- 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.

BTC5760 (Ed. 7/06) (Ed. 7/06)

#### 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.

BTC5764

#### 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. BTC5768

#### 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, or coverage provided or required by any law or statute, including, employer sick leave or salary continuation plan, or similar benefit provided or required by governmental plan or program. This includes services or supplies for the treatment of an occupational injury which are paid under the North Carolina Workers' Compensation Act only to the extent such services or supplies are the liability of the employee, employer or workers' compensation insurance carrier according to a final adjudication under the North Carolina Industrial Commission approving a settlement agreement under the North Carolina Workers' Compensation Act.

# Owned Aircraft

Owned Aircraft means any aircraft to which the Policyholder holds legal or equitable title. BTC5772

# Paraplegia

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

BTC 5774

# Personal Excursion

Personal Excursion means travel or activities that are unrelated to the Policyholder's business and which take place away from Your residence or regular place of employment. Such travel or activities must coincide with Your 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. BTC5780

#### 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:

- You:
- 2) an Immediate Family Member.

BTC5782

# Policyholder

**Policyholder** means the entity identified in the Insuring Agreement. BTC 5786

# Primary Insured Person

Primary Insured Person means a person who:

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

BTC5790

#### Principal Sum

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

BTC5792

# 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.

# Proof of Loss

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

BTC5794

# 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.

BTC5796

# Psychological Therapy Expense

Psychological Therapy Expense means Reasonable and Customary Charges for Psychological Therapy. BTC 5797

# Quadriplegia

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

BTC5798

# Reasonable and Customary Charge

Reasonable and Customary Charge means the lesser of:

- the usual charge made by **Physicians** or other health care providers for a given service or supply; or
- 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.

BTC5804

#### Rehabilitation

Rehabilitation means treatment other than Psychological Therapy intended to prepare You for work in any Gainful Occupation, including Your regular occupation that is:

- 1) provided by a therapist licensed, registered, or certified to perform such treatment; or
- 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.

BTC5800

#### Rehabilitation Expense

Rehabilitation Expense means Reasonable and Customary Charges for Rehabilitation. BTC5802

# Relocation Travel

# Relocation Travel means travel by You:

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

BTC5806

#### Relocation

**Relocation** means **Your** transfer by the **Policyholder** from **Your** 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.

BTC5808

#### Repatriation

# Repatriation means:

- Your transfer, from the local Hospital where Emergency Medical Treatment is initially given to another Hospital or to Your domicile or permanent residence; and
- the necessary arrangements for the return of Your remains to Your domicile or permanent residence in the event of Your Loss of Life.

BTC5810

# Repetitive Motion Injury

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

BTC5609

#### 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. BTC5820

# Specialized Aviation Activity

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

any flight on a rocket propelled or rocket launched aircraft

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

BTC5826 (Ed. 7/06)

#### Spouse

Spouse means Your husband or wife who is recognized as such by the laws of the jurisdiction in which You reside.

#### Uniplegia

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

BTC 5854

#### 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 **You**.

BTC5856

#### War

#### War means:

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

#### BTC5858

# We, Us and Our

We, Us and Our means FEDERAL INSURANCE COMPANY. BTC5860

#### You and Your

You and Your means a person enrolled for insurance as a member of the Class of Insured Persons as described in Section I of the Schedule of Benefits. The benefits for each Class are described in Section IV-C of the Schedule of Benefits.

BTC5870

# **Section VIII - General Provisions**

#### Addition of New Insured Persons

Any new person who meets the eligibility criteria for the **Class(es)** described in Section I of the Schedule of Benefits, **Insured Persons**, will automatically be insured under the policy. BTC5150

# **Benefit Assignment**

You may assign Benefit Amounts other than those for Loss of Life. Such assignment must be in writing, signed by You 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.

BTC5154

#### Arbitration

In the event of a dispute under the policy, either We, You or Your insured Dependent, or in the event of Loss of Life, Your or Your insured Dependent's beneficiary, may make a written demand for arbitration. In that case, We and You or Your insured Dependent, or in the event of Loss of Life, Your or Your insured Dependent'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, You or Your insured Dependent, or in the event of Loss of Life, Your or Your inusred Dependet'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 Your principal residence.

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

You should be aware and understand that You may be giving up certain rights to have a dispute settled in and by a court of law, unless the law in a state provides for judicial review of arbitration proceedings. BTC5156NC

# Beneficiary

# A) Designation

You have 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:

- 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

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

- 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 **You**. 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 **You** have not chosen a beneficiary or if there is no beneficiary alive when **You** die, then **We** will pay the **Benefit Amount** for **Loss of Life** to the first surviving party in the following order:

- Your Spouse;
- in equal shares to Your surviving children;
- in equal shares to Your surviving parents;
- 4) in equal shares to **Your** surviving brothers and sisters;
- Your estate

All other **Benefit Amounts** are paid to **You**, unless otherwise directed by **You** or **Your** designee, or unless otherwise noted in the policy.

If any beneficiary has not reached the legal age of majority, then  $\mathbf{We}$  will pay such beneficiary's legal guardian.

BTC5158

# 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. The policy will continue in force during the grace period. The grace period does not apply to the first premium payable during the policy term. Failure to pay the first premium on or before the due date will immediately terminate the policy as of inception. **We** are not required to provide notification of such termination.

BTC5160

# B) Cancellation, Nonrenewal

The **Policyholder** may cancel the 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 the 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 the 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 the 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 **You**.

BTC5162

# Changes

The policy can only be changed by a written endorsement that becomes a part of the 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 the policy or waive any of its provisions.

BTC5166

#### Concealment or Fraud

Insurance under this policy is void if:

- the Policyholder or You or Your insured Dependent has intentionally concealed or misrepresented any material fact relating to this policy before or after a Loss; or
- 2) the **Policyholder** or **You** or **Your** insured **Dependent** file a false report of a **Loss**.

BTC5165

# Compliance by Policyholder and Insured Person

We have no duty to provide insurance under the policy unless the **Policyholder**, **You** and the beneficiary, if applicable, have fully complied with all the terms and conditions of the policy. BTC5168

#### Claim Notice

Written Claim Notice must be given to **Us** or any of **Our** brokers or appointed agents within thirty (30) 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 thirty (30) days will not invalidate or reduce any otherwise valid claim if notice is given as soon as reasonably possible. **We** will acknowledge this written Claim Notice within thirty (30) days after receipt of such Claim Notice.

BTC5170NC

#### Claim Forms

When **We** receive notice of a claim, **We** will send **You** or **Your** designee, within fifteen (15) days, forms for giving **Proof of Loss** to **Us**. If **You** or **Your** designee do not receive the forms, then **You** or **Your** 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. BTC5172

#### Claim Proof of Loss

For claims involving disability, complete **Proof of Loss** must be given to **Us** within 180 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 180 days after the date of **Loss**, or as soon as reasonably possible.

BTC5174NC

# Claim Payment

For benefits payable involving periodic payments, **We** will pay **You** 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**. **We** will acknowledge Claim Notice within thirty (30) days of receipt of such Claim Notice.

For all benefits payable under the policy except those for periodic payments, **We** will pay **You** or **Your** beneficiary the applicable **Benefit Amount** immediately after **We** receive complete **Proof of Loss** if **You**, the **Policyholder** and the beneficiary, where applicable, have complied with all the terms of the policy. BTC5176NC

# Claim and Suit Cooperation

In the event of a claim under the policy, the **Policyholder**, **You** or **Your** 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 the policy, then the **Policyholder**, **You** or **Your** beneficiary must fully cooperate with **Us** in the handling of such suit. The **Policyholder**, **You** or **Your** beneficiary must not, except at **Your** own expense, voluntarily make any payment or assume any obligation in connection with any suit without **Our** prior written consent.

BTC5178

# **Entire Contract and Application**

The policy, the **Policyholder's** application and **Your** application, if any, together with the endorsements attached to the policy, constitute the entire contract of insurance. If an application is completed by the **Policyholder** or **You** in connection with this policy, then **We** will attach the application to the policy when the policy is issued. BTC5182

#### **Examination Under Oath**

We have a right to examine under oath, as often as We may reasonably require, You, the Policyholder or the beneficiary. We may also require You, the Policyholder or the beneficiary to provide a signed description of the circumstances surrounding the Loss and their interest in the Loss. You, 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.

BTC5183

# **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. BTC5184 (Ed. 7/06)

#### Inadvertent Error

The insurance provided under the 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 the 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**.

BTC5186

# Legal Action Against Us

No legal action may be brought to recover on the 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 the policy.

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

BTC5190

#### Liberalization

If We adopt any changes:

- 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 **You** will automatically receive the benefit of the broadened insurance.

BTC5192

# Physical Examination and Autopsy

We have the right to have You 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.

BTC5193

# **Premium Rate Change**

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

BTC5198NC

# Statements by Policyholder or Insured Person and Incontestability

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

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

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

Nothing in this section will preclude **Us** from asserting at any time defenses based upon a claimant's ineligibility for insurance under the policy, or upon any other policy provision or condition. BTC5206NC

# **Titles of Paragraphs**

The titles of the various paragraphs of the policy and any endorsements attached to the policy are inserted solely for convenience of reference and do not limit or affect in any way the provisions to which they relate. BTC5208

# Workers' Compensation

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



**Endorsement** 

# **Out of Country Medical Expense**

**Effective Date:** 11/01/2012 **Policy Number:** 9907-24-88

Policyholder: POLYPORE INTERNATIONAL,

INC.

Policy Period: 11/01/2012 to 11/01/2013
Name of Company: FEDERAL INSURANCE

COMPANY

**Issue Date:** 11/06/2012

It is agreed that the Certificate is amended as follows:

# A) The following is added to the Medical Evacuation and Repatriation benefit:

If you reside outside of the United States and suffer an **Accidental Bodily Injury**, disease or illness during an insured **Hazard** that results in medical expenses being paid while you are on **Business Travel** outside of your country of residence, then **We** will reimburse medical expenses up to \$100,000. The medical expenses must be:

- 1) incurred outside of your country of residence;
- ordered by a Physician who certifies that the expenses are necessary to prevent death or serious deterioration of your medical condition; and
- the result of Medical Services that are coordinated or arranged by Our Assistance Services Administrator.

For the purposes of this Out of Country Medical Expense benefit only, the Disease or Illness Exclusion, found in Section VI, General Exclusions, does not apply.

All other terms and conditions of the Certificate remain unchanged.

**Authorized Representative** 

BTC1012 (Ed. 3/2011)



# **Endorsement**

# Foreign National Facility of Payment

**Effective Date :** 11/01/2012 **Policy Number :** 9907-24-88

Policyholder: POLYPORE INTERNATIONAL,

INC.

Policy Period 11/01/2012 to 11/01/2013 Name of Company: FEDERAL INSURANCE

COMPANY

**Issue Date :** 11/06/2012

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 You are 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:
  - 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 **Your** beneficiary.

- B) If You are 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 You, 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 Yours, 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 You, or Your 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 You, or Your 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 **You**, or **Your** 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 You, or Your designated beneficiary, 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.

All other terms and conditions of the policy remain unchanged.

Authorized Representative

BT 1002A

#### North Carolina Notice

"UNDER NORTH CAR OLINA GENERAL ST ATUTE SECTION 58 -50-40, NO PERSO N, EMPLOYER, PRI NCIPAL, AGENT, TRUSTEE, OR THIRD PARTY ADMINISTR ATOR, WHO IS RES PONSIBLE FOR THE PAYMENT OF GROUP HEALTH OR LIFE INSURANCE OR GROUP HEALTH PLAN PREMIUMS. SHALL: (1) CAUSE THE CANCELLATION OR NONRENEWAL OF GROUP HEALTH OR LIF E INSURANCE, HOS PITAL, MEDICAL, OR DENTAL SERVIC E CORPORATION PL AN. MULTIPLE EMP LOYER WELFARE AR RANGEMENT, OR GR OUP HEALTH PLAN COVERAGES AND THE CONSEQUENTIAL LOSS OF THE COVERAGES OF THE PERSONS INSURED. BY WILLFULLY FAILING TO PAY THOSE PREMIUMS IN ACCORDANCE WITH THE TERMS OF THE INSURANCE OR PLAN CONTRACT, AND (2) WILLFULLY FAIL TO DELIVER, AT LEAST 45 DAYS BEFORE THE TERMINATION OF THOSE COVERAGES. TO ALL PERSONS COVERED BY THE GROUP POLICY A WRITTEN NOTICE OF THE PERSON'S INTENTION TO STOP PAYMENT OF PREMIUMS. THIS WRITTEN NOTICE MUST ALSO CONTAIN A NOTICE TO ALL PERSONS COVERED BY THE GROUP POLICY OF THEIR RIGHTS TO HEALTH INSURANCE CONVERSION POLICIES UNDER ARTICLE 53 OF CHAPTER 58 OF THE GENERAL STATUTES AND THEIR RIGHTS TO PURCHASE INDIVIDUAL POLICIES UNDER THE FEDERAL HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT AND UNDER ARTICLE 68 OF CHAPTER 58 OF THE GENERAL STATUTES. VIOLATION OF THIS LAW IS A FELONY, ANY PERSON VIOLATING THIS LAW IS ALSO SUBJECT TO A COURT ORDER REQUIRING THE PERSON TO COMPENSATE PERSONS INSURED FOR EXPENSES OR LOSSES INCURRED AS A RESULT OF THE TERMINATION OF THE INSURANCE."

4020

#### NC LIFE & HEALTH GUARANTY ASSOCIATION NOTICE

# NOTICE CONCERNING COVERAGE LIMITATIONS AND EXCLUSIONS UNDER THE NORTH CAROLINA LIFE AND HEALTH INSURANCE GUARANTY ASSOCIATION ACT

Residents of this state who purchase life insurance, annuities or health insurance should know that the insurance companies licensed in this state to write these types of insurance are members of the North Carolina Life and Health Insurance Guaranty Association. The purpose of this association is to assure that policyholders will be protected, within limits, in the unlikely event that a member insurer becomes financially unable to meet its obligations. If this should happen, the guaranty association will assess its other member insurance companies for the money to pay the claims of the insured persons who live in this state and, in some cases, to keep coverage in force. The valuable extra protection provided by these insurers through the guaranty association is not unlimited, however. And, as noted in the box below, this protection is not a substitute for consumers' care in selecting companies that are well-managed and financially stable.

The North Carolina Life and Health Insurance Guaranty association may not provide coverage for this policy. If coverage is provided, it may be subject to substantial limitations or exclusions, and require continued residency in North Carolina. You should not rely on coverage by the North Carolina Life and Health Insurance Guaranty Association in selecting an insurance company or in selecting an insurance policy.

Coverage is NOT provided for your policy or any portion of it that is not guaranteed by the insurer or for which you have assumed the risk, such as a variable contract sold by prospectus.

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

The North Carolina Life and Health Insurance Guaranty Association Post Office Box 10218 Raleigh, North Carolina, 27605

North Carolina Department of Insurance, Consumer Services Division 1201 Mail Service Center Raleigh, NC 27699-1201

The state law that provides for this safety-net coverage is called the North Carolina Life and Health Insurance Guaranty Association Act. On the back of this page is a brief summary of this law's coverages, exclusions and limits. This summary does not cover all provisions of the law; nor does it in any way change anyone's rights or obligations under the act or the rights or obligations of the guaranty association.

#### COVERAGE

Generally, individuals will be protected by the life and health insurance guaranty association if they live in this state and hold a life or health insurance contract, or an annuity, or if they are insured under a group insurance contract, issued by a member insurer. The beneficiaries, payees or assignees of insured persons are protected as well, even if they live in another state.

#### EXCLUSIONS FROM COVERAGE

However, persons holding such policies are not protected by this association if:

- they are eligible for protection under the laws of another state (this may occur when the insolvent insurer was incorporated in another state whose guaranty association protects insureds who live outside that state):
- the insurer was not authorized to do business in this state:
- their policy was issued by an HMO, a fraternal benefit society, a mandatory state pooling plan, a mutual
  assessment company or similar plan in which the policyholder is subject to future assessments, or by
  an insurance exchange.

The association also does not provide coverage for:

- any policy or portion of a policy which is not guaranteed by the insurer or for which the individual has
  assumed the risk, such as a variable contract sold by prospectus;
- · any policy of reinsurance (unless an assumption certificate was issued);
- · interest rate yields that exceed the average rate specified in the law;
- dividends;
- experience or other credits given in connection with the administration of a policy by a group contractholder;
- employers' plans to the extent they are self-funded (that is, not insured by an insurance company, even
  if an insurance company administers them);
- unallocated annuity contracts (which give rights to group contractholders, not individuals), unless they
  fund a government lottery or a benefit plan of an employer, association or union, except that unallocated
  annuities issued to employee benefit plans protected by the Federal Pension Benefit Guaranty Corporation
  are not covered.

#### LIMITS ON AMOUNT OF COVERAGE

The act also limits the amount the association is obligated to pay out as follows:

- The guaranty association cannot pay out more than the insurance company would owe under the policy
  or contract.
- 2) Except as provided in 3) and 4) below, the guaranty association will pay a maximum of \$300,000 per individual, per insolvency, no matter the number of policies or types of policies issued by the insolvent company.
- The guaranty association will pay a maximum of \$1,000,000 with respect to the payee of a structured settlement annuity.
- The guaranty association will pay a maximum of \$5,000,000 to any one unallocated annuity contract holder.

#### PRIVACY POLICY AND PRACTICES

# THIS NOTICE IS BEING SENT TO THE MASTER POLICYHOLDER OF A GROUP INSURANCE POLICY, IT DESCRIBES CHUBB'S POLICY FOR HANDLING CERTAIN PERSONAL INFORMATION OF ITS INDIVIDUAL CUSTOMERS.

Chubb has been serving the insurance needs of our customers for more than a century. To continue to provide innovative products and services that respond to your insurance needs, Chubb collects certain personal information about you, which is described below in **The Personal Information We Collect**. At Chubb, we respect the privacy of our customers. We do not sell or share our customer lists with anyone else for the purpose of marketing their products to you. Chubb's personal information handling practices are regulated by law, and this Privacy Policy describes those practices.

The Personal Information We Collect. Chubb collects personal information about you and the members of your household to conduct business operations, provide customer service, offer new products, and satisfy legal and regulatory requirements.

We may collect the following categories of information about you from these sources:

- Information from you directly or through your agent, broker, or, automobile assigned risk plan, including
  information from applications, worksheets, questionnaires, claim forms or other documents (such as
  name, address, driver's license number, and amount of coverage requested).
- Information about your transactions with us, our affiliates or others (such as products or services purchased, claims made, account balances and payment history).
- Information from a consumer reporting agency (such as motor vehicle reports).
- Information from other non-Chubb sources (such as prior loss information and demographic information).
- Information from visitors to our websites (such as that provided through online forms and online
  information collecting devices known as "cookies"). Chubb does not use "cookies" to retrieve information
  from a visitor's computer that was not originally sent in a "cookie".
- Information from an employer, benefit plan sponsor, benefit plan administrator or master policyholder
  for any Chubb individual or group insurance product that you may have (such as name, address and
  amount of coverage requested).

**The Personal Information We Share**. Chubb may disclose the personal information we collect to service, process, or administer business operations such as underwriting and claims and for other purposes such as the marketing of products or services, regulatory compliance, the detection or prevention of fraud, or as otherwise required or allowed by law. These disclosures may be made without prior authorization from you, as permitted by law.

Sharing Personal Information With Others. Chubb may disclose the personal information we collect to affiliated and non-affiliated parties for processing and servicing transactions, such as reinsurers, insurance agents or brokers, property and automobile appraisers, auditors, claim adjusters, third party administrators and, in the case of group insurance, employers, benefit plan sponsors, benefit plan administrators or master policyholders. For example, Chubb may disclose personal information to our affiliates and other parties that perform services for us such as customer service or account maintenance. Specific examples include mailing information to you and maintaining or developing software for us. Chubb may also disclose personal information to nonaffiliated parties as permitted by law. For example, we may disclose information in response to a subpoena, to detect or prevent fraud, or to comply with an inquiry or requirement of a government agency or regulator.

Sharing Personal Information With Service Providers or for Joint Marketing. Chubb may disclose the personal information we collect to agents and brokers so that they can market our financial products and services and to service providers who perform functions for us. Any such disclosure is required to be subject to an agreement with us that includes a confidentiality provision. We do not disclose personal information

to other financial institutions with which we may have joint marketing arrangements; however, we reserve the right to do so in the future, subject to the other financial institution entering into an agreement with us that includes a confidentiality provision.

<u>Confidentiality and Security of Personal Information</u>. Access to personal information is allowed for business purposes only. The people who have access to personal information, including employees of Chubb and its affiliates, and non-employees performing business functions for Chubb, are under obligations to safeguard such information. Chubb maintains physical, electronic, and procedural safeguards to guard your personal information

<u>Personal Health Information</u>. Under certain circumstances, we also collect personal health information about our customers, such as information regarding an accident, disability or injury, for underwriting or claim purposes. Chubb does not disclose your personal health information for marketing purposes unless we have your express consent.

<u>Personal Information of Former Customers</u>. Chubb's personal information privacy policy also applies to former customers.

<u>Changes in Privacy Policy</u>. Chubb may choose to modify this policy at any time. We will notify customers of any modifications at least annually.

#### Definitions.

"Chubb" means the following companies on whose behalf this notice is given:

Chubb & Son Inc. Executive Risk Indemnity Company

Chubb & Son Inc. (of Illinois) Executive Risk Specialty Insurance Company

Chubb Custom Insurance Company Federal Insurance Company

Chubb Custom Market, Inc. Great Northern Insurance Company

Chubb Indemnity Insurance Company

Northwestern Pacific Indemnity Company

Chubb Insurance Company of New Jersey Pacific Indemnity Company
Chubb Lloyds Insurance Company of Texas Quadrant Indemnity Company

Chubb Multinational Managers, Inc.

Texas Pacific Indemnity Company

Chubb National Insurance Company Vigilant Insurance Company

"Customer" and "you" mean any individual who obtains or has obtained a financial product or service from Chubb that is to be used primarily for personal, family or household purposes. This notice applies to customers only.

"Personal information" means non-public personal information, which is defined by law as personally identifiable financial information provided by you to Chubb, resulting from a transaction with or any service performed for you by Chubb, or otherwise obtained by Chubb. Personal information does not include publicly available information as defined by applicable law.

Chubb Group of Insurance Companies Accident Benefits and Life Department Attention: Privacy Inquiries 202 Hall's Mill Road, P.O. Box 1600 Whitehouse Station, New Jersey, 08889-1600

Form 44-02-2087 (Ed. 9/08)