

# *Business Travel Accident*



sample  
contract



**CIGNA Group Insurance**  
Life • Accident • Disability  
*A Business of Caring.*

**Life Insurance Company of North America**  
**1601 Chestnut Street, Philadelphia, Pennsylvania 19192-2235**  
**A Stock Insurance Company**

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**BLANKET ACCIDENT POLICY**

**POLICYHOLDER:** ABC Company  
**POLICY NUMBER:** ABL 123456  
**POLICY EFFECTIVE DATE:** April 1, 2003  
**POLICY TERM:** April 1, 2003 to July 1, 2003  
**STATE OF ISSUE:** Delaware

This Policy describes the terms and conditions of insurance. This Policy goes into effect subject to its applicable terms and conditions at 12:01 A.M. on the Policy Effective Date shown above at the Policyholder's address. It will remain in effect for the duration of the Policy Term shown above if the premium is paid according to the agreed terms. This Policy terminates at 12:00 A.M., on the day following the last day of the Policy Term unless the Policyholder and We agreed to continue coverage under this Policy for an additional Policy Term. The laws of the State of Issue shown above govern this Policy.

**SAMPLE**

We and the Policyholder agree to all of the terms of this Policy.

**THIS IS A LIMITED POLICY  
IT PAYS BENEFITS FOR SPECIFIC LOSSES FROM ACCIDENT ONLY  
IT DOES NOT PAY BENEFITS FOR LOSS CAUSED BY SICKNESS  
PLEASE READ IT CAREFULLY.**

*Susan L. Cooper*

Susan L. Cooper, Secretary

*Gregory H. Wolf*

Gregory H. Wolf, President

Countersigned \_\_\_\_\_  
Where Required By Law

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BA-01-1000.00

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## **SCHEDULE OF AFFILIATES**

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The following affiliates are covered under this Policy on the effective dates listed below. A newly-acquired affiliate may be covered under this Policy on the date it is acquired as long as the Policyholder notifies Us within 30 days of its acquisition and pays the required premium. If We are not notified within the required time period, the affiliate will be covered on the date We agree in writing to provide coverage and receive the required premium. Individuals who are employed by the affiliate on its effective date of coverage are eligible for coverage on that date.

<b><u>AFFILIATE NAME</u></b>	<b><u>LOCATION</u></b>	<b><u>EFFECTIVE DATE</u></b>
XYZ Company	Anywhere, DE	April 1, 2003

BA-00-1000.00

# SAMPLE

## SCHEDULE OF BENEFITS

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*This Policy is intended to be read in its entirety. In order to understand all the conditions, exclusions and limitations applicable to its benefits, please read all the policy provisions carefully.*

**The Schedule of Benefits provides a brief outline of the coverage and benefits provided by this Policy. Please read the Conditions of Coverage and Description of Indemnity Benefits sections for full details.**

**Eligible Persons:** An Eligible Person is an individual who meets all of the requirements of one of the Covered Classes shown below:

Class 1 All active, full-time employees who regularly work a minimum of 40 hours per week.

### RATE TABLE

Premium: \$xxx

Mode of Premium Payment: Single Premium

Premium Due Date(s): Policy Effective Date

Contributions: The cost of the coverage is paid by the Policyholder

War Risk Deposit

BA-01-1100.00

<sup>\$xxx</sup>  
**SAMPLE**

## SCHEDULE OF BENEFITS FOR CLASS 1

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### CONDITIONS OF COVERAGE

The benefits provided by this Policy will be paid, subject to applicable conditions, limitations and exclusions, under the following coverages.

#### Armed Forces Coverage

#### Bomb Scare, Search or Explosion Coverage

#### Business Travel Coverage

Personal Deviations covered	Yes
Personal Deviation takes place	during, or within 72 hours before or after, covered Business Travel
Maximum Length of Personal Deviation	72 hours

#### Business Travel Coverage

##### *Airline Travel Coverage*

Personal Deviations covered	Yes
Personal Deviation takes place	during, or within 72 hours before or after, covered Business Travel
Maximum Length of Personal Deviation	72 hours

#### Business Travel Coverage

##### *All Conveyance Coverage*

Personal Deviations covered	No
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#### Travel Coverage

##### *Civil and Military Aircraft Coverage*

Personal Deviations covered	No
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**SAMPLE**

#### Business Travel Coverage

##### *Non-Employee Coverage*

Personal Deviations covered	Yes
Personal Deviation takes place	during, or within 72 hours before or after, covered Business Travel
Maximum Length of Personal Deviation	72 hours

#### Business Travel Coverage

##### *Specified Trip Coverage*

Personal Deviations covered	No
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#### Common Carrier Coverage

#### Emergency Response Coverage

Personal Deviations covered	No
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#### Exposure and Disappearance Coverage

#### Felonious Assault Coverage

#### Travel Coverage

##### *Full Occupational Coverage*

Personal Deviations covered	Yes
Personal Deviation takes place	during, or within 72 hours before or after, covered Business Travel
Maximum Length of Personal Deviation	72 hours



**Hijacking and Air Piracy Coverage**

**National Guard and Armed Forces Coverage**

**On-Call Coverage**

Personal Deviations covered No

**On-Call Response Coverage**

Personal Deviations covered Yes  
Personal Deviation takes place within 1 hour before or after an On-Call Response  
Maximum Length of Personal Deviation 1 hour

**Owned Aircraft Coverage**

**Pilot Coverage**

**Policyholder Coverage**

Covered Activities Company Picnic  
Personal Deviations covered Yes  
Personal Deviation takes place during, or within 72 hours before or after, a Covered Activity  
Maximum Length of Personal Deviation 72 hours

**Private Passenger Coverage**

**Relocation Coverage**

Personal Deviations covered Yes  
Personal Deviation takes place within 1 week during, before or after a Relocation Trip  
Maximum Length of Personal Deviation 1 week



**Telecommuting Coverage**

**24-Hour Coverage**

**War Risk Coverage**

BA-01-1100.00

**ACCIDENTAL DEATH AND DISMEMBERMENT BENEFITS**

Principal Sum: \$xxx,xxx  
Loss must occur within: 365 days of the Covered Accident

**SCHEDULE OF COVERED LOSSES**

<b>Covered Loss</b>	<b>Benefit</b>
Loss of Life	100% of the Principal Sum
Loss of Two or More Hands or Feet	100% of the Principal Sum
Loss of Use of Two or More Hands or Feet	100% of the Principal Sum
Loss of Sight of Both Eyes	100% of the Principal Sum
Loss of One Hand or One Foot and Sight in One Eye	100% of the Principal Sum
Loss of Speech and Hearing (in both ears)	100% of the Principal Sum
Quadriplegia	100% of the Principal Sum
Paraplegia	75% of the Principal Sum

Hemiplegia	50% of the Principal Sum
Uniplegia	50% of the Principal Sum
Coma	
Monthly Benefit	1% of the Principal Sum
Number of Monthly Benefits	10
When Payable	At the end of each month during which the Covered Person remains comatose
Lump Sum Benefit	100% of the Principal Sum
When Payable	Beginning of the 11 <sup>th</sup> month
Loss of One Hand or Foot	50% of the Principal Sum
Loss of Use of One Hand or Foot	50% of the Principal Sum
Loss of Sight in One Eye	50% of the Principal Sum
Loss of Speech	50% of the Principal Sum
Loss of Hearing (in both ears)	50% of the Principal Sum
Severance and Reattachment of One Hand or Foot	25% of the Principal Sum
Loss of Thumb and Index Finger of the Same Hand	25% of the Principal Sum
Loss of all Four Fingers of the Same Hand	25% of the Principal Sum
Loss of all the Toes of the Same Foot	20% of the Principal Sum

**Age Reductions**

The Covered Person's Accidental Death and Dismemberment Benefit will be reduced to the percentage of his Benefit in effect on the date preceding the first reduction, as shown below.

Age	Percentage of Benefit Amount
70 but less than 75	65%
75 but less than 80	45%
80 but less than 85	30%
85 or over	15%

SAMPLE

**ADDITIONAL ACCIDENTAL DEATH AND DISMEMBERMENT BENEFITS**

Any benefits payable under these Additional Accidental Benefits shown below are in addition to any other Accidental Death and Dismemberment benefits payable.

**ACCIDENTAL BURN AND DISFIGUREMENT BENEFIT**

75-100% Body Disfigurement	100% of the Principal Sum
50-74% Body Disfigurement	75% of the Principal Sum
25-49% Body Disfigurement	50% of the Principal Sum
Burn Classification	second degree

Reconstructive or Cosmetic Surgery must be performed within 12 months of a Covered Accident.

**ADDITIONAL OCCUPATIONAL BENEFIT**

10% multiplied by the percentage of the Principal Sum applicable to the Covered Loss, as shown in the *Schedule of Covered Losses*, subject to a maximum of \$10,000

**ALTERNATIVE COMMUTING BENEFIT**

10% multiplied by the percentage of the Principal Sum applicable to the Covered Loss, as shown in the *Schedule of Covered Losses*, subject to a maximum of \$10,000

**BEREAVEMENT AND TRAUMA COUNSELING BENEFIT**

Benefit Amount	\$50 per session
Maximum Number of Sessions	10 sessions
Maximum Benefit Per Covered Accident	\$500

**BOMB SCARE, BOMB SEARCH, OR BOMB EXPLOSION BENEFIT**

10% multiplied by the percentage of the Principal Sum applicable to the Covered Loss, as shown in the *Schedule of Covered Losses*, subject to a maximum of \$10,000

<b>BRAIN DAMAGE BENEFIT</b>	50% of the Principal Sum subject to a maximum of \$100,000
<b>BULLETPROOF VEST BENEFIT</b>	10% multiplied by the percentage of the Principal Sum applicable to the Covered Loss, as shown in the <i>Schedule of Covered Losses</i> , subject to a maximum of \$25,000
<b>BURIAL AND CREMATION BENEFIT</b>	\$5,000
<b>CARJACKING BENEFIT</b>	10% multiplied by the percentage of the Principal Sum applicable to the Covered Loss, as shown in the <i>Schedule of Covered Losses</i> , subject to a maximum of \$10,000
<b>CHILD CARE CENTER BENEFIT</b>	
Benefit Amount	3% of the Employee's Principal Sum subject to a maximum of \$3,000 per year
Maximum Benefit Period	5 years but not beyond Age 13 for each surviving Dependent Child
<b>COMMON CARRIER BENEFIT</b>	100% multiplied by the percentage of the Principal Sum applicable to the Covered Loss, as shown in the <i>Schedule of Covered Losses</i> , subject to a maximum of \$250,000
<b>COMMUTING BENEFIT</b>	10% multiplied by the percentage of the Principal Sum applicable to the Covered Loss, as shown in the <i>Schedule of Covered Losses</i> , subject to a maximum of \$10,000
<b>CRISIS DEATH BENEFIT</b>	
Benefit Amount	\$10,000 per Covered Person, up to a maximum of \$100,000
<b>FELONIOUS ASSAULT AND VIOLENT CRIME BENEFIT</b>	
Accidental Death and Dismemberment Benefit	25% multiplied by the percentage of the Principal Sum applicable to the Covered Loss, as shown in the <i>Schedule of Covered Losses</i> , subject to a maximum of \$100,000
Hospital Stay Benefit	\$100 per day
Maximum Benefit Period	365 days per Hospital Stay per Covered Accident
<b>HIV OCCUPATIONAL ACCIDENT</b>	25% of the Principal Sum subject to a maximum of \$100,000
<b>HOME ALTERATION AND VEHICLE MODIFICATION BENEFIT</b>	
Benefit	10% of the Principal Sum subject to a maximum of \$25,000
<b>HOSPITAL STAY BENEFIT</b>	
Benefit Amount	\$100 per day
Maximum Benefit Period	365 days per Hospital Stay per Covered Accident
Benefit Waiting Period	7 days
<b>INSURANCE CONTINUATION EXPENSE BENEFIT</b>	
Maximum Benefit	3% of the Employee's Principal Sum up to \$4,500 per year
Maximum Benefit Period	3 years
<b>INVALIDATION OF LIFE INSURANCE BENEFIT</b>	
Maximum Benefit	\$100,000
<b>PERMANENT TOTAL DISABILITY BENEFIT</b>	

SAMPLE

Benefit Waiting Period 12 months  
Lump Sum Benefit 100% of the Principal Sum

**PRIVATE PASSENGER BENEFIT**

15% of the Principal Sum, subject to a maximum of \$150,000

**REHABILITATION BENEFIT**

Benefit per Covered Accident 10% of the Principal Sum, subject to a maximum of \$50,000

**RELOCATION BENEFIT**

Employee Benefit 50% of the Principal Sum, subject to a maximum of \$50,000  
Household Member Benefit 50% of the Principal Sum, subject to a maximum of \$25,000

**SEATBELT AND AIRBAG BENEFIT**

Seatbelt Benefit 10% of the Principal Sum subject to a maximum of \$10,000  
Airbag Benefit 5% of the Principal Sum subject to a maximum of \$5,000  
Default Benefit \$1,000

**SPECIAL EDUCATION BENEFIT**

Surviving Dependent Child Benefit 5% of the Principal Sum subject to a Maximum Benefit of \$5,000  
Surviving Spouse Benefit 3% of the Principal Sum subject to a Maximum Benefit of \$3,000  
Maximum Number of Annual Payments For Each Surviving Dependent Child 4  
For Surviving Spouse 3  
Default Benefit \$1,000

**TERRORISM BENEFIT**

10% multiplied by the percentage of the Principal Sum applicable to the Covered Loss, as shown in the *Schedule of Covered Losses*, subject to a maximum of \$25,000 per Covered Accident

**SAMPLE**

**TOTAL DISABILITY WEEKLY INCOME BENEFIT**

Weekly Benefit 66 2/3% of base earnings of Base Earnings to a maximum of \$250 per week  
Maximum Benefit Period 26 weeks  
Total Disability must begin within 30 days of a Covered Accident  
Waiting Period 7 days  
When Benefits Begin End of the Waiting Period

BA-01-1101.00

## GENERAL DEFINITIONS

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Please note that certain words used in this Policy have specific meanings. The words defined below and capitalized within the text of this Policy have the meanings set forth below.

<b>Aircraft</b>	A vehicle which: <ol style="list-style-type: none"><li>1. has a valid certificate of airworthiness; and</li><li>2. is being flown by a pilot with a valid license to operate the Aircraft.</li></ol>
<b>Annual Compensation</b>	An Employee's annual earnings for normal work established by the Policyholder for his job classification, excluding commissions, bonuses or overtime.
<b>Covered Accident</b>	A sudden, unforeseeable, external event that results, directly and independently of all other causes, in a Covered Injury or Covered Loss and meets all of the following conditions: <ol style="list-style-type: none"><li>1. occurs while the Covered Person is insured under this Policy;</li><li>2. occurs under one of the Conditions of Coverage specified in the <i>Schedule of Benefits</i>;</li><li>3. is not contributed to by disease, Sickness, or mental or bodily infirmity;</li><li>4. is not otherwise excluded under the terms of this Policy.</li></ol>
<b>Covered Activity</b>	Any recurring activity that is shown in the <i>Schedule of Benefits</i> and: <ol style="list-style-type: none"><li>1. takes place under one of the Conditions of Coverage specified in the <i>Schedule of Benefits</i>; and</li><li>2. is sponsored, organized, scheduled or otherwise provided by the Policyholder.</li></ol>
<b>Covered Injury</b>	Any bodily harm that results, directly and independently of all other causes, from a Covered Accident.
<b>Covered Person</b>	Any Eligible Person, as defined in the <i>Schedule of Benefits</i> , for whom required premium has been paid when due and for whom coverage under this Policy remains in force.
<b>Employer</b>	The Policyholder and any affiliates, subsidiaries or divisions shown in the <i>Schedule of Covered Affiliates</i> covered under this Policy on its effective date or a later date agreed to by Us.
<b>He, His, Him</b>	Refers to any individual, male or female.
<b>Hospital</b>	An institution that meets all of the following: <ol style="list-style-type: none"><li>1. it is licensed as a Hospital pursuant to applicable law;</li><li>2. it is primarily and continuously engaged in providing medical care and treatment to sick and injured persons;</li><li>3. it is managed under the supervision of a staff of medical doctors;</li><li>4. it provides 24-hour nursing services by or under the supervision of a graduate registered nurse (R.N.);</li><li>5. it has medical, diagnostic and treatment facilities, with major surgical facilities on its premises, or available on a prearranged basis;</li><li>6. it charges for its services.</li></ol> <p>The term Hospital does not include a clinic, facility, or unit of a Hospital for:</p> <ol style="list-style-type: none"><li>1. rehabilitation, convalescent, custodial, educational or nursing care;</li><li>2. the aged, drug addicts or alcoholics;</li><li>3. a Veteran's Administration Hospital or Federal Government Hospitals unless the Covered Person incurs an expense.</li></ol>
<b>Hospital Stay</b>	A confinement in a Hospital, ordered by a Physician, over one or more nights when room and board and general nursing care are provided at a per diem charge made by the Hospital. The Hospital Stay must result directly and independently of all other causes from a Covered Accident. Separate Hospital Stays due to the same Covered Accident will be treated as one Hospital Stay unless separated by at least 90 days.

<b>Nurse</b>	A licensed graduate registered nurse (R.N.) or a licensed practical nurse (L.P.N.) who is not: <ol style="list-style-type: none"> <li>1. the Covered Person;</li> <li>2. a parent, sibling, spouse or child of either the Covered Person or the Covered Person's spouse;</li> <li>3. a person living in the Covered Person's household; or</li> <li>4. a person employed or retained by the Policyholder.</li> </ol>
<b>Personal Deviation</b>	An activity which: <ol style="list-style-type: none"> <li>1. is neither reasonably related to or incidental to the purpose of travel for which coverage is provided by this Policy; and</li> <li>2. the Covered Person performs before, during or after covered travel.</li> </ol> <p>When coverage is provided during a Personal Deviation, the time period covered is shown in the <i>Conditions of Coverage</i> section of the <i>Schedule of Benefits</i>.</p> <p>A Personal Deviation does not include extension of a business trip authorized in advance by the Employer as necessary to reduce transportation costs.</p>
<b>Physician</b>	A United States-licensed health care provider practicing in the United States within the scope of his license and rendering care and treatment to the Covered Person that is appropriate for the condition and locality, and who is not: <ol style="list-style-type: none"> <li>1. the Covered Person;</li> <li>2. a parent, sibling, spouse or child of either the Covered Person or the Covered Person's spouse;</li> <li>3. a person living in the Covered Person's household;</li> <li>4. a person employed or retained by the Policyholder; or</li> <li>5. a person providing homeopathic, aromatherapeutic, or herbal therapeutic services.</li> </ol>
<b>Policyholder</b>	The entity, named on this Policy's face page, to which We issue this Policy.
<b>Private Passenger Automobile</b>	A validly registered, four wheel private passenger car, including Policyholder-owned cars, campers, motor homes, station wagons, sport utility vehicles, pick-up trucks and van-type cars that are not licensed commercially or being used for commercial purposes. Any vehicle being used as a taxicab, bus, or other public conveyance will not be considered a Private Passenger Automobile.
<b>Sickness</b>	A physical or mental illness, including pregnancy.
<b>Total Disability or Totally Disabled</b>	Totally Disabled or Total Disability means either: <ol style="list-style-type: none"> <li>1. inability of the Covered Person who is currently employed to do any type of work for which he is or may become qualified by reason of education, training or experience; or</li> <li>2. inability of the Covered Person who is not currently employed to perform all of the activities of daily living including eating, transferring, dressing, toileting, bathing, and continence, without human supervision or assistance.</li> </ol>
<b>We, Us, Our</b>	Life Insurance Company of North America.

BA-01-1200.00

## **ELIGIBILITY, EFFECTIVE DATE AND TERMINATION PROVISIONS**

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<b>Policy Effective Date</b>	The Insurance Company agrees to provide Accident Insurance Benefits described in this Policy in consideration of the Policyholder's application and payment of the Initial Premium when due. Insurance begins on the Policy Effective Date shown on this Policy's first page.
<b>Effective Date for Newly-Acquired Affiliates</b>	Insurance becomes effective for any newly-acquired affiliate of the Policyholder on the date it is acquired, if: We have been notified in writing within the time period specified in the <i>Schedule of Affiliates</i> and have agreed to provide insurance, and additional premium has been paid when due. If We are not notified within the required time period, insurance for the affiliate will become effective on the date we agree in writing to insure it and receive any additional premium due. Individuals who are employees of an affiliate on its effective date of insurance under this Policy will be eligible for insurance on that date.
<b>Eligibility</b>	A person is eligible for insurance under this Policy when he meets the definition of Eligible Person shown in the <i>Schedule of Benefits</i> . An Eligible Person may be insured under only one Covered Class, even though he may be eligible under more than one Covered Class.
<b>Effective Date for Individuals</b>	Insurance becomes effective for the Eligible Person on the latest of the following dates: <ol style="list-style-type: none"><li>1. the Policy Effective Date;</li><li>2. the date the person becomes eligible;</li><li>3. the effective date of this Policy.</li></ol>
<b>Effective Date of Changes</b>	<p>In no event will insurance for the Eligible Person become effective before the Policy Effective Date.</p> <p>Any increase or decrease in the amount of insurance for the Covered Person resulting from:</p> <ol style="list-style-type: none"><li>1. a change in benefits provided by this Policy; or</li><li>2. a change in the Employee's Covered Class</li></ol> <p>will take effect on the date of such change.</p>
<b>Termination of Insurance</b>	<p>Insurance for the Covered Person will end on the earliest of:</p> <ol style="list-style-type: none"><li>1. the date the person is no longer in an Eligible Class; and</li><li>2. the date the person enters full time active duty in any Armed Forces. We will refund any premium paid for any period of active duty when We receive proof of active duty. Active duty does not include Reserve or National Guard duty for training; and</li><li>3. the end of the period for which the last premium is paid; and</li><li>4. the date this Policy ends.</li></ol> <p>Termination does not affect a claim for a Covered Loss due to a Covered Accident that occurs before the termination date. However, in no instance will benefits extend beyond the earliest of:</p> <ol style="list-style-type: none"><li>1. the end of the Benefit Period; and</li><li>2. the date benefits equal to any applicable Benefit Limit, as shown in the <i>Schedule of Benefits</i>, have been paid; and</li><li>3. the date benefits equal to any applicable Policy Aggregate Maximum, as shown in the <i>Schedule of Benefits</i>, have been paid.</li></ol>

**SAMPLE**

## COMMON EXCLUSIONS

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In addition to any benefit-specific exclusion, benefits will not be paid for any Covered Injury or Covered Loss which directly or indirectly, in whole or in part, is caused by or results from any of the following unless coverage is specifically provided for by name in the *Conditions of Coverages and Description of Indemnity Benefits sections*.

1. Intentionally self-inflicted Injury, suicide or any attempt thereat while sane or insane;
2. commission or attempt to commit a felony or an assault;
3. commission of or active participation in a riot or insurrection;
4. declared or undeclared war or act of war;
5. flight in, boarding or alighting from an Aircraft or any craft designed to fly above the Earth's surface, except as:
  - a. a fare-paying passenger on a regularly scheduled commercial or charter airline;
  - b. a passenger in a military Aircraft flown by the Air Mobility Command or its foreign equivalent;
6. Sickness, disease, bodily or mental infirmity, bacterial or viral infection or medical or surgical treatment thereof, including exposure, whether or not accidental, to viral, bacterial or chemical agents except for any bacterial infection resulting from an accidental external cut or wound or accidental ingestion of contaminated food;
7. travel in any Aircraft owned, leased or controlled by the Policyholder, or any of its subsidiaries or affiliates. An Aircraft will be deemed to be "controlled" by the Policyholder if the Aircraft may be used as the Policyholder wishes for more than 10 straight days, or more than 15 days in any year;
8. voluntary ingestion of any narcotic, drug, poison, gas or fumes, unless prescribed or taken under the direction of a Physician and taken in accordance with the prescribed dosage;
9. a Covered Accident that occurs while on active duty service in the military, naval or air force of any country or international organization. Upon Our receipt of proof of service, We will refund any premium paid for this time. Reserve or National Guard active duty training is not excluded unless it extends beyond 31 days.
10. operating any type of vehicle while under the influence of alcohol or any drug, narcotic or other intoxicant.

BA-01-1400.00

# SAMPLE



## CLAIM PROVISIONS

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<b>Beneficiary</b>	<p>The beneficiary is the person or persons the Covered Person names or changes on a form executed by him and satisfactory to Us. This form may be in writing or by any electronic means agreed upon between Us and the Policyholder. Consent of the beneficiary is not required to affect any changes, unless the beneficiary has been designated as an irrevocable beneficiary.</p> <p>A beneficiary designation or change will become effective on the date the Covered Person executes it. However, We will not be liable for any action taken or payment made before We record notice of the change at our Home Office.</p> <p>If more than one person is named as beneficiary, the interests of each will be equal unless the Covered Person has specified otherwise. The share of any beneficiary who does not survive the Covered Person will pass equally to any surviving beneficiaries unless otherwise specified.</p> <p>If there is no named beneficiary or surviving beneficiary, or if the Covered Person dies while benefits are payable to him, We may make direct payment to the first surviving class of the following classes of persons:</p> <ol style="list-style-type: none"><li>1. Spouse;</li><li>2. Child or Children;</li><li>3. parents;</li><li>4. siblings;</li><li>5. estate of the Covered Person.</li></ol>
<b>Claim Forms</b>	<p>We send forms for filing proof of loss when We receive the notice of claim. If claim forms are not sent within 15 days after We receive notice, the proof requirements will be met by submitting, within the time fixed in this Policy for filing proof of loss, written or authorized electronic proof of the nature and extent of the loss for which claim is made.</p>
<b>Legal Actions</b>	<p>No action at law or in equity will be brought to recover benefits under this Policy less than 60 days after satisfactory proof of loss has been furnished as required by this Policy. No such action will be brought after expiry of the applicable statute of limitations from the time proof of loss is required to be furnished.</p>
<b>Notice of Claim</b>	<p>Written or authorized electronic/telephonic notice must be given to Us or Our agent within 31 days after a Covered Accident occurs or the loss begins or as soon as reasonably possible, but in no case any longer than 15 months after the date of loss. If written or authorized electronic/telephonic notice is not given in that time, the claim will not be invalidated or reduced if it is shown that written or authorized electronic/telephonic notice was given as soon as was reasonably possible. Notice can be given at Our home office in Philadelphia, Pennsylvania, such other place as We may designate for the purpose, or to Our authorized agent. Notice should include the Policyholder's name and policy number and the Covered Person's name and address.</p>
<b>Payment of Claims</b>	<p>All benefits will be paid in United States currency. Benefits for loss of life will be payable in accordance with the Beneficiary provision and these Claim Provisions. All other proceeds payable under this Policy, unless otherwise stated, will be payable to the Covered Person or to his estate. If any payee of benefits is a minor or otherwise legally incompetent, we will pay benefits to the person designated as his legal guardian or conservator.</p> <p>If We are to pay benefits to the estate or to a person who is incapable of giving a valid release, We may pay \$1,000 to a relative by blood or marriage whom We believe is equitably entitled. Any payment made by Us in good faith pursuant to this provision will fully discharge Us to the extent of such payment and release Us from all liability.</p>
<b>Physical Examination</b>	<p>We, at Our own expense, have the right and opportunity to examine the Covered Person</p>

**and Autopsy**

when and as often as We may reasonably require while a claim is pending and to make an autopsy in case of death where it is not forbidden by law .

**Proof of Loss**

Written or authorized electronic proof of loss satisfactory to Us must be given to Us at Our office, within 90 days of the loss for which claim is made. If: (a) benefits are payable as periodic payments; and (b) each payment is contingent upon continuing loss, then proof of loss must be submitted within 90 days after the termination of each period for which We are liable. If written or authorized electronic notice is not given within that time, no claim will be invalidated or reduced if it is shown that such notice was given as soon as reasonably possible. In any case, written or authorized electronic proof must be given not more than one year after the time it is otherwise required, except if proof is not given solely due to the lack of legal capacity.

**Recovery of Overpayment**

If benefits are overpaid, We have the right to recover the amount overpaid by either of the following methods.

- 1. A request for lump sum payment of the overpaid amount.
- 2. A reduction of any amounts payable under this Policy.

If there is an overpayment due when the Covered Person dies, We may recover the overpayment from the Covered Person’s estate.

**Time of Payment**

We will pay benefits due under this Policy for any loss, other than a loss for which this Policy provides any periodic payment, immediately upon receipt of due written or authorized electronic proof of such loss. Subject to due written or authorized electronic proof of loss, all accrued benefits for loss for which this Policy provides periodic payment will be paid monthly unless otherwise specified in the benefits descriptions and any balance remaining unpaid at the termination of liability will be paid immediately upon receipt of proof satisfactory to Us, unless otherwise shown in the *Benefits* sections of this Policy.

BA-01-1500.00

SAMPLE

## ADMINISTRATIVE PROVISIONS

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### **Premiums**

Premium rates are expressed in, and premiums are payable in, United States currency. The premiums for this Policy will be based on the rates set forth in the *Rate Table*, the plan and amounts of insurance in effect for Covered Persons and the premium mode selected, as shown in the *Schedule of Benefits*. If Covered Persons' coverage amounts are reduced due to age, premium will be based on the amounts of coverage in force on the day before the reduction took place. We will provide notifications of premiums due or premium changes, by mail to the most current address in our files, to the Policyholder.

### **Premium Payment**

The total premium paid by the Policyholder is the sum of premiums for all Covered Persons. The initial premium is due on the Policy Effective Date unless the Policyholder and We agree to another mode of premium payment. Premiums are paid at Our home office or to Our authorized agent.

If any premium is not paid when due, this Policy will be cancelled as of the Premium Due Date of the unpaid premium, except as provided in any applicable Policy Grace Period section.

BA-01-1600.00

# SAMPLE

## GENERAL PROVISIONS

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<b>Addition of New Employees</b>	All Employees added to the Classes of Covered Classes in the <i>Schedule of Benefits</i> are eligible for insurance under this Group Policy.
<b>Assignment</b>	<p>The rights and benefits under this Policy may not be assigned and any attempt to assign will be void.</p> <p>This insurance may not be levied on, attached, garnished, or otherwise taken for a person's debts unless contrary to law.</p>
<b>Clerical Error</b>	A person's coverage will not be affected by error or delay in keeping records of insurance under this Policy. If such error or delay is found, We will adjust the premium fairly.
<b>Conformity with State Statutes</b>	Any provision in this Policy that is in conflict with the requirements of any state or federal law that apply to this Policy are automatically changed to satisfy the minimum requirements of such laws.
<b>Entire Contract</b>	<p>This Policy, including the endorsements, amendments and any attached papers constitutes the entire contract of insurance. No change in this Policy will be valid until approved by one of Our executive officers and endorsed on or attached to this Policy. No agent has authority to change this Policy or to waive any of its provisions.</p> <p>If an enrollment form of any Covered Person is required, it may also be made a part of this Policy at Our option.</p>
<b>Examination of the Policy</b>	<p>This Policy will be available for inspection at the Policyholder's office during regular business hours.</p>
<b>Incontestability</b>	<p>1. Of This Policy or Participation Under This Policy</p> <p>All statements made by the Policyholder to obtain this Policy are considered representations and not warranties. No statement will be used to deny or reduce benefits or be used as a defense to a claim, or to deny the validity of this Policy or of participation under this Policy unless a copy of the instrument containing the statement is, or has been, furnished to the Policyholder.</p> <p>After two years from the Policy Effective Date, no such statement will cause this Policy to be contested except for fraud.</p>
<b>Misstatement of Fact</b>	If the Policyholder has misstated any fact, all amounts payable under this Policy will be such as the premium paid would have purchased had such fact been correctly stated.
<b>Noncompliance with Policy Requirements</b>	Any express or implied waiver by Us of any requirements of this Policy is not a continuing waiver of such requirements. Any failure by Us to enforce any policy provision will not be a waiver or amendment of that provision.
<b>Policy Changes</b>	No change in this Policy will be valid until approved by one of Our executive officers and endorsed on or attached to this Policy. We may agree with the Policyholder to modify a plan of benefits without the Covered Person's consent.
<b>Records</b>	The Policyholder or its authorized Administrator will maintain the records of the Covered Person's insurance under this Policy. We will be permitted to examine the Policyholder's records relating to the insurance under this Policy at any reasonable time. The Policyholder is acting as an agent of the Covered Person for transactions relating to

this insurance. The actions of the Policyholder will not be considered the actions of the Insurance Company.

**Workers Compensation  
Insurance**

This Policy is not in place of and does not affect any requirements for coverage under any Workers' Compensation Insurance.

BA-01-1700.00

**SAMPLE**

## CONDITIONS OF COVERAGE

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This Section describes the Conditions of Coverage under which benefits provided by this Policy become payable. Any benefits are payable only once, even though more than one Condition of Coverage may apply. Please read these and the *Common Exclusions* sections in order to understand all of the terms, conditions and limitations of coverage.

BA-01-2000.00

### ARMED FORCES COVERAGE

We will pay benefits described in this Policy, subject to all applicable conditions and exclusions, if the Covered Person suffers a Covered Loss that results, directly and independently of all other causes, from a Covered Accident that occurs while he is on active duty in any Armed Forces.

**Exclusions** The exclusions that apply to this coverage are in the *Common Exclusions* Section.

BA-01-2001.00

### BOMB SCARE, BOMB SEARCH OR BOMB EXPLOSION COVERAGE

We will pay benefits provided by this Policy, subject to all applicable conditions and exclusions, if the Covered Person suffers a Covered Loss resulting directly and independently of all other causes from a Covered Accident and all of the following conditions are met:

1. the Covered Person is an authorized participant of a team or squad engaged in a Bomb Search or related activity;
2. the Policyholder authorizes the Covered Person's participation and sanctions the search.

**Definitions**

For purposes of this benefit:

**Bomb** means any real or dummy explosive device placed with intent to damage, scare, or cause injury.

**Scare** means any real or false report of a Bomb on the premises of the Policyholder.

**Search** means any organized search for a reported Bomb.

**Explosion** means any detonation of a Bomb on the Policyholder's premises which appears to have been intended to cause injury or unlawful property damage, whether or not the presence of the Bomb was reported before detonation. It does not include any act of declared or undeclared war in the United States of America or Canada, or acceptance of known explosives as cargo.

**Exclusions** Exclusions that apply to this coverage are in the *Common Exclusions* Section.

BA-01-2002.00

### BUSINESS TRAVEL COVERAGE

We will pay benefits provided by this Policy, subject to all applicable conditions and exclusions, if the Covered Person suffers a Covered Loss caused, directly and independently of all other causes, by a Covered Accident which occurs during one of the Covered Travel Activities described below and while the Covered Person is:

1. travelling on business of the Policyholder; and
2. on a trip authorized in advance by the Policyholder; and
3. away from the premises of the Policyholder; and
4. making a Short Stay away from the Policyholder's premises in his city of permanent assignment; or
5. the victim of a felonious assault or violent crime while on duty in the course of his job, whether on or off the Policyholder's premises.

## Covered Travel Activities

1. Flight in, or boarding or alighting from, an Aircraft:
  - a. while a fare-paying passenger on a regularly scheduled commercial or charter airline; and
  - b. that is not being used for:
    - i. crop dusting, spraying or seeding, giving and receiving flying instruction, fire fighting, sky writing, sky diving or hang-gliding, pipeline or power line inspection, aerial photography or exploration, racing, endurance tests, stunt or acrobatic flying; and
    - ii. any operation that requires a special permit from the FAA, even if it is granted (this does not apply if the permit is required only because of the territory flown over or landed on).
2. Travel to and from an airport only when the Covered Person is riding as a fare-paying passenger in or getting in or out of a land vehicle licensed to carry passengers for hire, travelling to or from an airport immediately before or after travel in an aircraft for which coverage is provided by this Policy.
3. Unavoidable exposure to the elements following a Covered Accident that occurs during a Covered Travel Activity. If the Covered Person disappears and is not found within one year from the date of the wrecking, sinking or disappearance of the conveyance in which the Covered Person was riding in the course of a trip for which coverage is provided by this Policy, it will be presumed that the Covered Person's death resulted directly and independently of all other causes from a Covered Accident.
4. Commuting directly between home and the Policyholder's premises where the Covered Person normally works.
5. Commuting directly between home and the Policyholder's premises where the Covered Person normally works, using an alternate means of transportation necessitated by discontinuance of service, strike or major breakdown of one or more public conveyance transportation systems which the Covered Person normally uses.

**Definitions** For purposes of this coverage:

**Short Stay** means a trip on business for the employer and authorized in advance by the Employer and lasting less than 60 days.

**City of Permanent Assignment** means the city where the Covered Person normally works.

**Exclusions** Coverage for business travel is not provided during any of the following:

1. any activity not authorized or organized, or not reimbursable, by the Policyholder;
2. the Covered Person's Personal Deviation, unless shown in the *Schedule of Benefits*;
3. the Covered Person's driving any vehicle or Private Passenger Automobile for pay or hire;
4. Business Travel Coverage is not in effect while the Covered Person is performing job duties: (a) during work hours; and (b) in a residence work area, which are specified in a written telecommuting agreement between him and his employer.

Other exclusions that apply to this coverage are in the *Common Exclusions* Section.

BA-01-2003.00

2229a

## **BUSINESS TRAVEL COVERAGE**

### *Airline Travel Coverage*

We will pay benefits provided by this Policy, subject to all applicable conditions and exclusions, if the Covered Person suffers a Covered Loss caused, directly and independently of all other causes, by a Covered Accident which occurs during one of the Covered Travel Activities described below and while the Covered Person is:

1. travelling on business of the Policyholder;
2. travelling in the course of the business of the Policyholder; and
3. on a trip authorized in advance by the Policyholder; or

4. the victim of a felonious assault or violent crime while on duty in the course of his job, whether on or off the Policyholder's premises.

#### Covered Travel Activities

1. Flight in, or boarding or alighting from, an Aircraft while a fare-paying passenger on a regularly scheduled commercial or charter airline.
2. Travel to and from an airport only when the Covered Person is riding as a fare-paying passenger in or getting in or out of a land vehicle licensed to carry passengers for hire, travelling to or from an airport immediately before or after travel in an aircraft for which coverage is provided by this Policy.
3. Being struck by an aircraft only immediately before or after a flight for which coverage is provided by this Policy.
4. Unavoidable exposure to the elements following a Covered Accident that occurs during a Covered Travel Activity. If the Covered Person disappears and is not found within one year from the date of the wrecking, sinking or disappearance of the conveyance in which the Covered Person was riding in the course of a trip for which coverage is provided by this Policy, it will be presumed that the Covered Person's death resulted directly and independently of all other causes from a Covered Accident.

#### Exclusions

Coverage for business travel is not provided during any of the following:

1. normal commuting between the Covered Person's home and place of work;
2. travel to another location where the Covered Person is expected to be assigned for more than 60 days;
3. any activity not authorized or organized, or not reimbursable, by the Policyholder;
4. the Covered Person's Personal Deviation, unless shown in the *Schedule of Benefits*;
5. the Covered Person's participation in any race or speed contest;
6. the Covered Person's driving any vehicle or Private Passenger Automobile for pay or hire;
7. Business Travel Coverage not in effect while the Covered Person is performing job duties: (a) during work hours, and (b) in a residence work area, which are specified in a written commuting agreement between him and his employer.

Other exclusions that apply to this coverage are in the *Common Exclusions* Section.]

BA-01-2003.00

2201

#### BUSINESS TRAVEL COVERAGE

##### *All Conveyance Coverage*

We will pay benefits provided by this Policy, subject to all applicable conditions and exclusions, if the Covered Person suffers a Covered Loss caused, directly and independently of all other causes, by a Covered Accident which occurs during one of the Covered Travel Activities described below and while the Covered Person is:

1. travelling on business of the Policyholder;
2. travelling in the course of the business of the Policyholder; and
3. on a trip authorized in advance by the Policyholder.

#### Covered Travel Activities

1. Flight in, or boarding or alighting from, an Aircraft:
  - a. while a fare-paying passenger on a regularly scheduled commercial or charter airline; or
  - b. being used by any military authority, except an Aircraft used by the Air Mobility Command or its foreign equivalent; or
  - c. an eligible Aircraft controlled, owned or leased by the Policyholder; and
  - d. that is not being used for:



- i. crop dusting, spraying or seeding, giving and receiving flying instruction, fire fighting, sky writing, sky diving or hang-gliding, pipeline or power line inspection, aerial photography or exploration, racing, endurance tests, stunt or acrobatic flying; and
  - ii. any operation that requires a special permit from the FAA, even if it is granted (this does not apply if the permit is required only because of the territory flown over or landed on); and
- e. that is not
- i. designed for flight above or beyond the earth's atmosphere; or
  - ii. an ultra-light or glider; or
  - iii. being used for the purpose of parachuting or skydiving.

A record of eligible Aircraft will be maintained by the Policyholder, and provided to Us at Our request.

An Aircraft substituted for an eligible Aircraft will also be eligible if it is as similar to the original Aircraft in design and seating capacity as is available, and the original Aircraft is withdrawn from normal use due to breakdown, repair, servicing, loss or destruction. An Aircraft controlled by the Policyholder is one available for its use for 10 or more consecutive days or 15 days during any calendar year.

Alighting from an Aircraft includes the Covered Person making a parachute jump from it in order to save his life.

- 2. Being struck by an aircraft only immediately before or after a flight for which coverage is provided by this Policy.
- 3. Travel in any land or water vehicle in which the Covered Person is riding, driving, getting into or alighting from, excluding participation in any race or speed contest, or any driving for hire.
- 4. Being struck by any land or water vehicle.
- 5. Unavoidable exposure to the elements following a Covered Accident that occurs during a Covered Travel Activity. If the Covered Person disappears and is not found within one year from the date of the wrecking, sinking or disappearance of the conveyance in which the Covered Person was riding in the course of a trip for which coverage is provided by this Policy, it will be presumed that the Covered Person's death resulted directly and independently of all other causes from a Covered Accident.

**SAMPLE**

**Exclusions**

Coverage for business travel is not provided during any of the following:

- 1. normal commuting between the Covered Person's home and place of work;
- 2. travel to another location where the Covered Person is expected to be assigned for more than 60 days;
- 3. any activity not authorized or organized, or not reimbursable, by the Policyholder;
- 4. the Covered Person's Personal Deviation, unless shown in the *Schedule of Benefits*;
- 5. the Covered Person's participation in any race or speed contest;
- 6. the Covered Person's driving any vehicle or Private Passenger Automobile for pay or hire;
- 7. Business Travel Coverage is not in effect while the Covered Person is performing job duties: (a) during work hours; and (b) in a residence work area, which are specified in a written telecommuting agreement between him and his employer.

Other exclusions that apply to this coverage are in the *Common Exclusions* Section.

BA-01-2003.00

2223

**TRAVEL COVERAGE**

*Civil and Military Aircraft Coverage*

We will pay benefits provided by this Policy, subject to all applicable conditions and exclusions, if the Covered Person suffers a Covered Loss caused, directly and independently of all other causes, by a Covered Accident which occurs during one of the Covered Travel Activities described below and while the Covered Person is traveling or the Covered Person is the victim of a felonious assault or violent crime while on duty in the course of his job, whether on or off the Policyholder's premises.

## Covered Travel Activities

1. Flight in, or boarding or alighting from, an Aircraft:
  - a. while a fare-paying passenger on a regularly scheduled commercial or charter airline; or
  - b. being used by any military authority, except an Aircraft used by the Air Mobility Command or its foreign equivalent; or
  - c. being flown by the Covered Person or in which the Covered Person is a member of the crew; and
  - d. that is not being used for:
    - i. crop dusting, spraying or seeding, giving and receiving flying instruction, fire fighting, sky writing, sky diving or hang-gliding, pipeline or power line inspection, aerial photography or exploration, racing, endurance tests, stunt or acrobatic flying; and
    - ii. any operation that requires a special permit from the FAA, even if it is granted (this does not apply if the permit is required only because of the territory flown over or landed on); and
  - e. that is not
    - i. designed for flight above or beyond the earth's atmosphere; or
    - ii. an ultra-light or glider; or
    - iii. being used for the purpose of parachuting or skydiving; or
    - iv. an eligible Aircraft controlled, owned or leased by the Policyholder.

Alighting from an Aircraft includes the Covered Person making a parachute jump from it in order to save his life.

2. Travel to and from an airport only when the Covered Person is riding as a fare-paying passenger in or getting in or out of a land vehicle licensed to carry passengers for hire, travelling to or from an airport immediately before or after travel in an aircraft for which coverage is provided by this Policy.
3. Being struck by an aircraft only immediately before or after a flight for which coverage is provided by this Policy.
4. Unavoidable exposure to the elements following a Covered Accident that occurs during a Covered Travel Activity. If the Covered Person disappears and is not found within one year from the date of the wrecking, sinking or disappearance of the conveyance in which the Covered Person was riding in the course of a trip for which coverage is provided by this Policy, it will be presumed that the Covered Person's death resulted directly and independently of all other causes from a Covered Accident.

### Exclusions

Coverage for travel is not provided during any of the following:

1. normal commuting between the Covered Person's home and place of work;
2. the Covered Person's participation in any race or speed contest;
3. the Covered Person's driving any vehicle or Private Passenger Automobile for pay or hire;
4. Travel Coverage is not in effect while the Covered Person is performing job duties: (a) during work hours; and (b) in a residence work area, which are specified in a written telecommuting agreement between him and his employer.

Other exclusions that apply to this coverage are in the *Common Exclusions* Section.

BA-01-2003.00

2204

## BUSINESS TRAVEL COVERAGE

### *Non-Employee Coverage*

We will pay benefits provided by this Policy, subject to all applicable conditions and exclusions, if the Covered Person suffers a Covered Loss caused, directly and independently of all other causes, by a Covered Accident which occurs while the Covered Person is:

1. travelling on business of the Policyholder; and
2. on a trip authorized in advance by the Policyholder.

## Covered Travel Activities

1. Flight only in, or boarding or alighting from, an Aircraft:
  - a. while a fare-paying passenger on a regularly scheduled commercial or charter airline; and
  - b. that is not being used for:
    - i. crop dusting, spraying or seeding, giving and receiving flying instruction, fire fighting, sky writing, sky diving or hang-gliding, pipeline or power line inspection, aerial photography or exploration, racing, endurance tests, stunt or acrobatic flying; or
    - ii. any operation that requires a special permit from the FAA, even if it is granted (this does not apply if the permit is required only because of the territory flown over or landed on).
2. Travel to and from an airport only when the Covered Person is riding as a fare-paying passenger in or getting in or out of a land vehicle licensed to carry passengers for hire, travelling to or from an airport immediately before or after travel in an aircraft for which coverage is provided by this Policy.
3. Being struck by an aircraft only immediately before or after a flight for which coverage is provided by this Policy.
4. Unavoidable exposure to the elements following a Covered Accident that occurs during a Covered Travel Activity. If the Covered Person disappears and is not found within one year from the date of the wrecking, sinking or disappearance of the conveyance in which the Covered Person was riding in the course of a trip for which coverage is provided by this Policy, it will be presumed that the Covered Person's death resulted directly and independently of all other causes from a Covered Accident.
5. Travel in, getting into or alighting from a Private Passenger Automobile in which the Covered Person is riding or driving, excluding participation in any race or speed contest or any driving for pay or hire.

**Exclusions**

Coverage for business travel is not provided during any of the following:

1. normal commuting between the Covered Person's home and place of work;
2. any activity not authorized or organized or not reimbursable, by the Policyholder;
4. the Covered Person's personal activities, unless shown in the *Schedule of Benefits*;
5. the Covered Person's driving any vehicle or Private Passenger Automobile for pay or hire;
6. Business Travel Coverage is not in effect when the Covered Person is performing job duties: (a) during work hours; and (b) in a residence work area which are specified in a written telecommuting agreement between him and his employer.

Other exclusions that apply to this coverage are in the *Common Exclusions* Section.

BA-01-2003.00

2299

**BUSINESS TRAVEL COVERAGE**

*Specified Trip Coverage*

We will pay benefits provided by this Policy, subject to all applicable conditions and exclusions, if the Covered Person suffers a Covered Loss caused, directly and independently of all other causes, by a Covered Accident which occurs while the Covered Person is travelling:

1. on business of the Policyholder; and
2. in the course of the business of the Policyholder; and
3. during the trip specified below:

Specified Trip

Begins on 05/01/2003	Ends on 05/1/2003
Begins at the Covered Person's home or place of work	Destination: Hong Kong
Ends at the Covered Person's home or place of work	

Covered Travel Activities

1. Flight only in, or boarding or alighting from, an Aircraft as a fare-paying passenger on a regularly scheduled commercial or charter airline.

2. Travel to and from an airport only when the Covered Person is riding as a fare-paying passenger in or getting in or out of a land vehicle licensed to carry passengers for hire, travelling to or from an airport immediately before or after travel in an aircraft for which coverage is provided by this Policy.
3. Being struck by an aircraft only immediately before or after a flight for which coverage is provided by this Policy.
4. Unavoidable exposure to the elements following a Covered Accident that occurs during a Covered Travel Activity. If the Covered Person disappears and is not found within one year from the date of the wrecking, sinking or disappearance of the conveyance in which the Covered Person was riding in the course of a trip for which coverage is provided by this Policy, it will be presumed that the Covered Person's death resulted directly and independently of all other causes from a Covered Accident.
5. Travel in, getting into or alighting from a Private Passenger Automobile in which the Covered Person is riding or driving, excluding participation in any race or speed contest or any driving for pay or hire.

**Exclusions**

Coverage for business travel is not provided during any of the following:

1. normal commuting between the Covered Person's home and place of work;
2. travel to another location where the Covered Person is expected to be assigned for more than 60 days;
3. the Covered Person's Personal Deviation, unless shown in the *Schedule of Benefits*;
4. the Covered Person's driving any vehicle or Private Passenger Automobile for pay or hire;
5. Business Travel Coverage is not in effect while the Covered Person is performing job duties: (a) during work hours; and (b) in a residence work area, which are specified in a written telecommuting agreement between him and his employer.

Other exclusions that apply to this coverage are in the *Common Exclusions* Section.

BA-01-2003.00

2232

**COMMON CARRIER COVERAGE**

SAMPLE

We will pay the benefits provided by this Policy, subject to all applicable conditions and exclusions, if the Covered Person suffers a Covered Loss that results, directly and independently of all other causes, from a Covered Accident that occurs while riding as a fare-paying passenger in, or being struck by, a Common Carrier. Riding includes getting into and out of the Common Carrier.

**Definition**

For purposes of this benefit:

**Common Carrier** means:

1. a public conveyance, including Aircraft, licensed for hire to carry fare-paying passengers; or
2. a transport Aircraft operated by the Air Mobility Command of the United States of America or similar air transport service of another country.

**Exclusions**

Exclusions that apply to this coverage are in the *Common Exclusions* Section.

BA-01-2004.00

**EMERGENCY RESPONSE COVERAGE**

We will pay benefits provided by this Policy, subject to all applicable conditions and exclusions, if the Covered Person suffers a Covered Loss caused, directly and independently of all other causes, by a Covered Accident that occurs when he is responding to an emergency.

For this coverage to be in effect, the Covered Person:

1. must be designated by his Employer as a contact person assigned to respond to emergency calls as part of his specifically-assigned job duties; and
2. must be responding to an emergency call that:

- a. occurs outside of his regularly-scheduled work hours; and
- b. requires his skills or supervision; and
- c. requires immediate response in order to prevent loss or interruption of the Employer's business.

Coverage begins when the Covered Person leaves the place where he was when he received notification of the emergency and ends when he returns to that place or to his residence.

**Exclusions** This coverage will be in effect during the Covered Person's Personal Deviation only if indicated in the *Schedule of Benefits*.

Other exclusions that apply to this benefit are in the *Common Exclusions* Section.

BA-01-2005.00

**EXPOSURE AND DISAPPEARANCE COVERAGE**

We will pay benefits provided by this Policy, subject to all applicable conditions and exclusions, if the Covered Person suffers a Covered Loss which results directly and independently of all other causes from a Covered Accident that causes the Covered Person's unavoidable exposure to the elements following the forced landing, sinking, stranding or wrecking of a vehicle.

If the Covered Person disappears and is not found within one year from the date of wrecking, sinking or disappearance of the conveyance in which the Covered Person was riding in the course of a trip which would otherwise be covered under this Policy, it will be presumed that the Covered Person's death resulted directly and independently of all other causes from a Covered Accident.

Travel or trip must have been authorized in advance by the Policyholder.

**Exclusions** Exclusions that apply to this coverage are in the *Common Exclusions* Section.



BA-01-2006.00

**FELONIOUS ASSAULT AND VIOLENT CRIME COVERAGE**

We will pay benefits provided by this Policy, subject to all applicable conditions and exclusions, when the Covered Person suffers a Covered Loss resulting directly and independently of all other causes from a Covered Accident that occurs during a violent crime or felonious assault as described below. A police report detailing the felonious assault or violent crime must be provided before any benefits will be paid. The Covered Accident must occur while the Covered Person is on the business or premises of the Policyholder.

To qualify for benefit payment, the Covered Accident must occur during any of the following:

- 1. actual or attempted robbery or holdup;
- 2. actual or attempted kidnapping;
- 3. any other type of intentional assault that is a crime classified as a felony by the governing statute or common law in the state where the felony occurred.

**Definitions** For purposes of this benefit:

**Family Member** means the Covered Person's parent, step-parent, Spouse or former Spouse, son, daughter, brother, sister, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, aunt, uncle, cousins, grandparent, grandchild and stepchild.

**Fellow Employee** means a person employed by the same Employer as the Covered Person or by an Employer that is an affiliated or subsidiary corporation. It shall also include any person who was so employed, but whose employment was terminated not more than 45 days prior to the date on which the defined violent crime/felonious assault was committed.

**Member of the Same Household** means a person who maintains residence at the same address as the Covered Person.

**Exclusions** Benefits will not be paid for treatment of any Covered Injury sustained or Covered Loss incurred during any:

1. violent crime or felonious assault committed by the Covered Person; or
2. felonious assault or violent crime committed upon the Covered Person by a Fellow Employee, Family Member, or Member of the Same Household.

Other exclusions that apply to this coverage are in the *Common Exclusions* Section.

BA-01-2007.00

## **TRAVEL COVERAGE**

### *Full Occupational Coverage*

We will pay benefits provided by this Policy, subject to all applicable conditions and exclusions, if the Covered Person suffers a Covered Loss caused, directly and independently of all other causes, by a Covered Accident which occurs while the Covered Person is:

1. on business of the Policyholder; or
2. on a trip authorized in advance by the Policyholder; or
3. making a Short Stay away from the Policyholder's premises in his city of permanent assignment; or
4. the victim of a felonious assault or violent crime while on duty in the course of his job, whether on or off the Policyholder's premises.

### Covered Travel Activities

1. Flight in, or boarding or alighting from, an Aircraft:
  - a. while a fare-paying passenger on a regularly scheduled commercial or charter airline; and
  - b. that is not being used for:
    - i. crop dusting, spraying or seeding, giving and receiving flying instruction, fire fighting, sky writing, sky diving or hang-gliding, pipeline or power line inspection, aerial photography or exploration, racing, endurance tests, stunt or acrobatic flying; and
    - ii. any operation that requires a special permit from the FAA, even if it is granted (this does not apply if the permit is required only because of the territory flown over or landed on).
2. Travel to and from an airport only when the Covered Person is riding as a fare-paying passenger in or getting in or out of a land vehicle licensed to carry passengers for hire, travelling to or from an airport immediately before or after travel in an aircraft for which coverage is provided by this Policy.
3. Unavoidable exposure to the elements following a Covered Accident that occurs during a Covered Travel Activity. If the Covered Person disappears and is not found within one year from the date of the wrecking, sinking or disappearance of the conveyance in which the Covered Person was riding in the course of a trip for which coverage is provided by this Policy, it will be presumed that the Covered Person's death resulted directly and independently of all other causes from a Covered Accident.
4. Commuting directly between home and the Policyholder's premises where the Covered Person normally works.
5. Commuting directly between home and the Policyholder's premises where the Covered Person normally works, using an alternate means of transportation necessitated by discontinuance of service, strike or major breakdown of one or more public conveyance transportation systems which the Covered Person normally uses.

**Definitions** For purposes of this coverage:

**Short Stay** means a trip on business for the Employer and authorized in advance by the Employer and lasting less than 60 days.

**City of Permanent Assignment** means the city where the Covered Person normally works.

- Exclusions** Coverage for business travel is not provided during any of the following:
1. normal commuting between the Covered Person's home and place of work;
  2. travel to another location where the Covered Person is expected to be assigned for more than 60 days;
  3. the Covered Person's Personal Deviation, unless shown in the *Schedule of Benefits*;
  4. the Covered Person's participation in any race or speed contest;
  5. the Covered Person's driving any vehicle or Private Passenger Automobile for pay or hire.

Other exclusions that apply to this coverage are in the *Common Exclusions* Section.

BA-01-2003.00

2235

### **HIJACKING AND AIR PIRACY COVERAGE**

We will pay benefits provided by this Policy, subject to all applicable conditions and exclusions, if the Covered Person suffers a Covered Loss resulting directly and independently of all other causes from a Covered Accident that occurs during the hijacking, air piracy, or unlawful seizure or attempted seizure of an Aircraft.

**Exclusions** Exclusions that apply to this coverage are in the *Common Exclusions* Section.

BA-01-2008.00

### **NATIONAL GUARD AND ARMED FORCES RESERVE COVERAGE**

We will pay benefits provided by this Policy, subject to all applicable conditions and exclusions, if the Covered Person suffers a Covered Loss resulting directly and independently of all other causes from a Covered Accident that occurs while the Covered Person is a member of the U.S. Military Reserve or National Guard.

**SAMPLE**

While the Covered Person is a member of the U.S. Military Reserve or National Guard, coverage under this Policy will remain in force beyond the 31-day active duty training period and continue:

1. during the Covered Person's initial training period;
2. if the Covered Person is called to active duty.

**Exclusions** Exclusions that apply to this coverage are in the *Common Exclusions* Section.

BA-01-2009.00

### **ON CALL COVERAGE**

We will pay benefits provided by this Policy, subject to all applicable conditions and exclusions, if the Covered Person suffers a Covered Loss caused, directly and independently of all other causes, by a Covered Accident that occurs while he is On Call for the Employer.

**Definition** For purposes of this benefit:  
**On Call** means any period of time, outside of his normal work hours, that the Covered Person, pursuant to a written agreement with the Employer, is accessible via telephone, pager or other electronic means, and available to perform his assigned job duties.

**Exclusions** This coverage will not be in effect during the Covered Person's Personal Deviation only if indicated in the *Schedule of Benefits*.

Other exclusions that apply to this coverage are in the *Common Exclusions* Section.

BA-01-2010.00

## ON CALL RESPONSE COVERAGE

We will pay benefits provided by this Policy, subject to all applicable conditions and exclusions, if the Covered Person suffers a Covered Loss caused, directly and independently of all other causes, by a Covered Accident that occurs while he is: (1) On Call; and (2) responding to a call from the Employer.

Coverage begins when the Covered Person leaves the place where he was when he received notification that he has been called in to work and ends when he returns to that place or to his residence.

**Definition** For purposes of this benefit:  
**On Call** means any period of time, outside of his normal work hours, that the Covered Person, pursuant to a written agreement with the Employer, is accessible via telephone, pager or other electronic means, and available to perform his assigned job duties.

**Exclusions** This coverage will be in effect during the Covered Person's Personal Deviation only if indicated in the *Schedule of Benefits*.

Other exclusions that apply to this coverage are in the *Common Exclusions* Section.

BA-01-2011.00

## OWNED AIRCRAFT COVERAGE

We will pay benefits provided by this Policy, subject to all applicable conditions and exclusions, if the Covered Person suffers a Covered Loss that results directly and independently of all other causes from a Covered Accident that occurs during travel or flight in, including getting in or out of, any Aircraft that is owned, leased, operated or controlled by the Policyholder or any of its subsidiaries or affiliates.

A record of eligible Aircraft will be maintained by the Policyholder and provided to Us at Our request.

An Aircraft substituted for an eligible Aircraft will also be eligible if it is as similar to the original Aircraft in design and seating capacity as is available, and the original Aircraft is withdrawn from normal use due to breakdown, repair, servicing, loss or destruction. An Aircraft controlled by the Policyholder is one available for its use for 10 or more consecutive days or 15 days during any calendar year.

**Exclusions** Exclusions that apply to this coverage are in the *Common Exclusions* Section.

BA-01-2012.00

## PILOT COVERAGE

We will pay benefits provided by this Policy, subject to all applicable conditions and exclusions, if the Covered Person suffers a Covered Loss resulting directly and independently of all other causes from a Covered Accident that occurs while the Covered Person is flying as a licensed pilot or member of the crew of an Aircraft and meets all of the following requirements:

1. has submitted a completed Pilot Data History form and been accepted for Pilot Coverage by Us;
2. maintains the same level of qualification stated on the Pilot Data History form submitted to and approved by Us;
3. is flying as a pilot or member of the crew of an Aircraft travelling on or transacting business for the Policyholder. All trips must have been authorized in advance by the Policyholder;
4. is flying as a pilot or member of the crew of an Aircraft on a list of eligible Aircraft maintained by the Policyholder;
5. is flying as a pilot or member of the crew of an Aircraft that is owned, leased, operated or controlled by the Policyholder;
6. is not giving or receiving flight instruction.

### Description of Aircraft Covered



A record of eligible Aircraft will be maintained by the Policyholder and provided to Us at Our request.

An Aircraft substituted for an eligible Aircraft will also be eligible if it is as similar to the original Aircraft in design and seating capacity as is available, and the original Aircraft is withdrawn from normal use due to breakdown, repair, servicing, loss or destruction. An Aircraft controlled by the Policyholder is one available for its use for 10 or more consecutive days or 15 days during any calendar year.

**Exclusions** Exclusions that apply to this coverage are in the *Common Exclusions* Section.

BA-01-2013.00

### **POLICYHOLDER COVERAGE**

We will pay benefits provided by this Policy, subject to all applicable conditions and exclusions, when the Covered Person suffers a Covered Loss resulting, directly and independently of all other causes, from a Covered Accident that occurs during one of the Covered Activities shown in the *Schedule of Benefits*.

The Covered Activity must take place:

1. under one of the Conditions of Coverage shown in the *Schedule of Benefits*; and
2. on the premises of the Policyholder during normal hours of operation or during another scheduled time; or
3. at another site designated by the Policyholder, where the Covered Activity is scheduled.

This Coverage also includes travel, only directly and without interruption between the Covered Person's home or another meeting place designated by the Policyholder and the site of a Covered Activity.

**Exclusions** Exclusions that apply to this coverage are in the *Common Exclusions* Section.

BA-01-2014.00

### **PRIVATE PASSENGER COVERAGE**

**SAMPLE**

We will pay benefits described in this policy if the Covered Person suffers a Covered Loss that results directly and independently of all other causes from a Covered Accident while driving, riding as a passenger in, or getting in or out of, a Private Passenger Automobile.

#### **Exclusions**

We will not pay benefits for the Covered Person's Covered Loss if:

1. he was driving the Private Passenger Automobile at the time of the Covered Accident that resulted in the Covered Loss; and
2. he was intoxicated, as that term is defined by the laws of the state in which the Covered Accident occurred.

Other exclusions that apply to this coverage are in the *Common Exclusions* Section.

BA-01-2015.00

### **RELOCATION COVERAGE**

We will pay benefits provided by this Policy, subject to all applicable conditions and exclusions, if the Covered Person suffers a Covered Loss that results, directly and independently of all other causes, from a Covered Accident that occurs during Relocation.

Relocation coverage begins when the Covered Person departs from his prior place of residence, or if later, his prior place of employment and begins travel to his new place of residence or employment. Relocation coverage ends when the Covered Person begins his first full day of employment at his new location or 10 days from the date this coverage began.

**Definition** For purposes of this coverage:

**Relocation** means a change in the Covered Person's assigned place of employment for the Policyholder which necessitates a change of residence, and for which the Policyholder pays travel expenses.

**Exclusions** This coverage will be in effect during the Covered Person's Personal Deviation only if indicated in the *Schedule of Benefits*.

Other exclusions that apply to this coverage are in the *Common Exclusions* Section.

BA-01-2016.00

### TELECOMMUTING COVERAGE

We will pay benefits provided by this Policy, subject to all applicable conditions and exclusions, if the Covered Person suffers a Covered Loss resulting, directly and independently of all other causes, from a Covered Accident that occurs while working in a Designated Residence Work Area during Normal Work Hours under a written Employer-approved telecommuting agreement.

Work-related injuries sustained by the Covered Person must be reported to his supervisor as soon as possible, but no later than 24 hours after the occurrence of the Covered Accident. The Employer may visit the home of the Covered Person to investigate a report of a Covered Accident.

**Definitions** For purposes of this coverage:

**Designated Residence Work Area** means a place specified in the telecommuting agreement in which the Covered Person perform his job duties.

**Normal Work Hours** means the hours specified in the telecommuting agreement the Covered Person has agreed to work in the Designated Residence Work Area.

**Exclusions** Benefits will not be paid for any of the following:

1. injuries that occur outside of the Designated Residence Work Area;
2. injuries that occur outside of the Covered Person's Normal Work Hours;
3. injuries to other persons or property on the Covered Person's premises.

Other exclusions that apply to this benefit are in the *Common Exclusions* Section.

BA-01-2019.00

### 24-HOUR COVERAGE

*Business and Pleasure Coverage*

We will pay benefits provided by this Policy, subject to all applicable conditions and exclusions, when the Covered Person suffers a Covered Loss resulting directly and independently of all other causes from a Covered Accident that occurs any time while insured by this Policy.

**Exclusions** Exclusions that apply to this coverage are in the *Common Exclusions* Section.

BA-01-2020.00

2245

### WAR RISK COVERAGE

We will pay benefits provided by this Policy, subject to all applicable conditions and exclusions, if the Covered Person suffers a Covered Loss that results directly and independently of all other causes from a Covered Accident that occurs during war or acts of war that occur worldwide except for Afghanistan, Algeria, Bosnia Herzegovina, Iran, Iraq, Israel, Kosovo, Lebanon, Libya, Macedonia, Pakistan, Turkmenistan, Uzbekistan, Yugoslavia (Serbia, and Montenegro).

The Policyholder may cancel this war risk coverage at any time by sending written notice to Us at Our home office address. Coverage will be canceled upon receipt of notice or a date specified by the Policyholder.

We may cancel this coverage at any time by providing written notice to the Policyholder at least 10 days prior to termination of this coverage. Any unearned premium will be promptly returned to the Policyholder.

- Exclusions** This benefit does not provide coverage when a Covered Accident occurs:
1. in the United States and its territories and possessions; or
  2. in any nation of which the Covered Person is a citizen or a permanent resident.

Other exclusions that apply to this coverage are in the *Common Exclusions* Section.

BA-01-2021.00

SAMPLE

## DESCRIPTION OF INDEMNITY BENEFITS

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This *Description of Indemnity Benefits* section describes the Accident Indemnity Benefits provided by this Policy. Benefit amounts, benefit periods and any applicable aggregate and benefit-specific maximums are shown in the *Schedule of Benefits*. Please read these and the *Common Exclusions* sections in order to understand all of the terms, conditions and limitations applicable to these Benefits.

BA-01-2200.00

### ACCIDENTAL DEATH AND DISMEMBERMENT BENEFITS

**Covered Losses** We will pay the benefit for any one of the Covered Losses listed in the *Schedule of Benefits*, subject to all applicable conditions and exclusions, if the Covered Person suffers a Covered Loss resulting directly and independently of all other causes from a Covered Accident within the applicable time period specified in the *Schedule of Benefits*.

If the Covered Person sustains more than one Covered Loss as a result of the same Covered Accident, We will pay the Benefit for the Covered Loss for which the largest benefit is payable. If a Covered Accident causes the Covered Person's death, the total of all Benefits We will pay for Accidental Death and any other Covered Losses will not exceed the Principal Sum.

### Definitions

**Loss of a Hand or Foot** means complete Severance through or above the wrist or ankle joint.

**Loss of Use of a Hand or Foot** means total loss of the ability to move the hand or foot, within 60 days of a Covered Accident, that continues for 12 months and is expected to continue for the remainder of the Covered Person's lifetime.

**Loss of Sight** means the total, permanent Loss of Sight of one eye. The Loss of Sight must be irrecoverable by natural, surgical or artificial means.

**Loss of Speech** means total and permanent loss of audible communication which is irrecoverable by natural, surgical or artificial means.

**Loss of Hearing** means total and permanent loss of ability to hear any sound in both ears which is irrecoverable by natural, surgical or artificial means.

**Loss of a Thumb and Index Finger of the Same Hand or Loss of Four Fingers of the Same Hand** means complete Severance through or above the metacarpophalangeal joints of the same hand (the joints between the fingers and the hand).

**Loss of Toes** means complete Severance through the metatarsalphalangeal joint.

**Paralysis or Paralyzed** means total loss of use. A Physician must determine the loss of use to be complete and not reversible at the time the claim is submitted.

**Quadriplegia** means total Paralysis of both upper and lower limbs.

**Hemiplegia** means total Paralysis of the upper and lower limbs on one side of the body.

**Paraplegia** means total Paralysis of both lower limbs or both upper limbs.

**Uniplegia** means total Paralysis of one upper or one lower limb.

**Coma** means a profound state of unconsciousness from which the Covered Person is not likely to be aroused through powerful stimulation. The Coma must begin within 30 days of the Covered Accident, continue for 60 consecutive days and must be diagnosed and treated regularly

by a Physician. Coma does not mean any state of unconsciousness intentionally induced during the course of treatment of a Covered Injury unless the state of unconsciousness results from the administration of anesthesia in preparation for surgical treatment of injuries sustained in that Covered Accident.

**Severance** means complete separation and dismemberment of the part from the body.

**Exclusions** Exclusions that apply to this benefit are in the *Common Exclusions* section.

BA-01-2202.00

#### ACCIDENTAL BURN AND DISFIGUREMENT BENEFIT

We will pay the benefit shown in the *Schedule of Benefits*, subject to all applicable conditions and exclusions, if the Covered Person suffers a Covered Injury that results in Disfigurement or loss of physical abilities, and that Covered Injury resulted directly and independently of all other causes from a Covered Accident. Disfigurement or loss of physical abilities must satisfy all of the conditions below.

1. Reconstructive or cosmetic surgery is required to restore the Covered Person's physical abilities or correct Disfigurement, within the time period specified in the *Schedule of Benefits*.
2. A Physician must determine that the burn satisfies all of the following:
  - a. involves the minimum percentage shown in the *Schedule of Benefits*; and
  - b. be classified as shown in the *Schedule of Benefits*; and
  - c. results in Disfigurement or loss of physical abilities.

**Definitions** For purposes of this benefit:

**Disfigurement or Disfigured** means spoiled or deformed appearance that can be corrected by means of reconstructive or cosmetic surgery.

**Exclusions** Exclusions that apply to this benefit are in the *Common Exclusions* Section.

BA-01-2204.00

SAMPLE

#### ADDITIONAL OCCUPATIONAL BENEFIT

We will pay the benefit shown in the *Schedule of Benefits*, subject to all applicable conditions and exclusions, if the Covered Person suffers a Covered Loss which results directly and independently of all other causes from a Covered Accident that occurs while a Covered Person is on the Policyholder's premises and engaged in the course of his job or on business travel pre-authorized by the Policyholder.

Business travel begins at the actual start of a business trip that has been pre-authorized by the Policyholder, whether the trip starts at the Covered Person's home, place of work, or another place. Business travel coverage:

1. ends when the Covered Person arrives at his home or place of work, whichever happens first; and
2. is in effect during a Covered Person's Personal Deviation only if indicated for *Business Travel Coverage* in the *Schedule of Benefits*.

Business travel includes riding in, or getting on or off of, an Aircraft, but only if:

1. the Covered Person is riding as a passenger only, and not as a pilot or member of the crew; and
2. the Aircraft is not being used for any of the following:
  - a. crop dusting, spraying or seeding;
  - b. fire fighting;
  - c. sky writing;
  - d. sky diving or hang gliding;
  - e. pipeline or power line inspection;
  - f. aerial photography or exploration;
  - g. racing;
  - h. endurance tests, stunt or acrobatic flying;

- i. any operation which requires a special permit from the FAA, even if it is granted unless the permit is required only because of the territory flown over or landed on;
- j. giving or receiving flying instruction.

**Exclusions** Business travel coverage is not provided during:

- 1. normal commuting between the Covered Person's home and place of work; or
- 2. the Covered Person's Personal Deviation in excess of 72 hours.

Other exclusions that apply to this benefit are in the *Common Exclusions* Section.

BA-01-2205.00

**ALTERNATIVE COMMUTING BENEFIT**

We will pay the benefit shown in the *Schedule of Benefits*, subject to all applicable conditions and exclusions, when the Covered Person suffers a Covered Loss resulting directly and independently of all other causes from a Covered Accident that occurs:

- 1. while he is using an alternate means of transportation for commuting directly between his home and the Policyholder's premises where he normally works; and
- 2. when such use is necessitated by discontinuance of service, strike, or major breakdown of one or more public conveyance transportation systems which the Covered Person regularly uses in commuting.

**Exclusions** Benefits will not be payable for Covered Accidents that occur more than two hours after the Covered Person leaves his home or place of employment, unless it can be conclusively established that:

- 1. the delay was caused by conditions beyond the Covered Person's control; or
- 2. more time was needed for normal direct commuting.

Other exclusions that apply to this benefit are in the *Common Exclusions* Section.

BA-01-2206.00

SAMPLE

**BEREAVEMENT AND TRAUMA COUNSELING BENEFIT**

We will pay the benefit shown in the *Schedule of Benefits* for counseling sessions, subject to all applicable conditions and exclusions, when the Covered Person and/or Immediate Family Member requires bereavement and trauma counseling because the Covered Person suffered a Covered Loss that resulted directly and independently of all other causes from a Covered Accident. Such counseling must meet all of the following conditions:

- 1. covered bereavement and trauma counseling expenses must be incurred within one year from the date of the Covered Accident causing the Covered Loss;
- 2. the expense is charged for a bereavement or trauma counseling session for the Covered Person and/or one or more of his Immediate Family Members;
- 3. counseling is provided under the care, supervision or order of a Physician;
- 4. a charge would have been made if no insurance existed.

**Definitions** For purposes of this benefit:

**Immediate Family Member** means a person who is related to the Covered Person in any of the following ways: Spouse, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, father-in-law, parent (includes stepparent), brother or sister (includes stepbrother or stepsister) or child (includes legally adopted child or stepchild).

**Exclusions** Exclusions that apply to this benefit are in the *Common Exclusions* Section.

BA-01-2209.00

**BOMB SCARE, BOMB SEARCH OR BOMB EXPLOSION BENEFIT**

We will pay the benefit shown in the *Schedule of Benefits* if the Covered Person suffers a Covered Loss resulting directly and independently of all other causes from a Covered Accident and all of the following conditions are met:

1. the Covered Person is on the Policyholder's premises when the Covered Accident occurs;
2. the Covered Accident is caused by or results from a Bomb Scare, Search or Explosion, as defined below;
3. the Covered Person is an authorized participant of a team or squad engaged in a Bomb Search or related activity;
4. the Policyholder authorizes the Covered Person's participation and sanctions the Search.

**Definitions** For purposes of this benefit:

**Bomb** means any real or dummy explosive device placed with intent to damage, scare, or cause injury.

**Scare** means any real or false report of a Bomb on the premises of the Policyholder.

**Search** means any organized search for a reported Bomb.

**Explosion** means any detonation of a Bomb on the Policyholder's premises which appears to have been intended to cause injury or unlawful property damage, whether or not the presence of the Bomb was reported before detonation. It does not include any act of declared or undeclared war in the United States of America or Canada, or acceptance of known explosives as cargo.

**Exclusions** Exclusions that apply to this benefit are in the *Common Exclusions* Section.

BA-01-2210.00

#### **BRAIN DAMAGE BENEFIT**

We will pay the benefit shown in the *Schedule of Benefits*, subject to any applicable conditions and exclusions, if the Covered Person suffers a Covered Injury that results directly and independently of all other causes from a Covered Accident and results in Brain Damage. The benefit will be payable if all of the following conditions are met:

1. Brain Damage begins within 30 days from the date of the Covered Accident;
2. the Covered Person is hospitalized for treatment of Brain Damage at least four (4) days within the first 30 days following the Covered Accident;
3. Brain Damage continues for 12 consecutive months;
4. a Physician determines that as a result of Brain Damage, the Covered Person is permanently Totally Disabled at the end of the 12 consecutive month period.

The benefit will be paid in one lump sum at the beginning of the 13th month following the date of the Covered Accident if Brain Damage continues longer than 12 consecutive months. The amount payable will not exceed the Accidental Death and Dismemberment Principal Sum for the Covered Person whose Covered Accident is the basis of the claim.

**Definition** For purposes of this benefit:

**Brain Damage** means physical damage to the brain that results directly and independently of all other causes from a Covered Accident and causes the Covered Person to be permanently Totally Disabled.

**Exclusions** Exclusions that apply to this benefit are in the *Common Exclusions* Section.

BA-01-2212.00

#### **BULLETPROOF VEST BENEFIT**

We will pay the benefit shown in the *Schedule of Benefits* if the Covered Person who is age 18 or older is on official duty for the Policyholder and is shot during a Covered Accident while wearing a Bulletproof Vest and:

1. the Bulletproof Vest fails to prevent the bullet's penetration through the vest; and
2. such penetration results, directly and independently of all other causes, in a Covered Loss.

**Definition** For purposes of this benefit:

**Bulletproof Vest** means a protective vest designated as Threat Level II-A, Threat Level II or Threat Level III-A manufactured by a vendor designated by the Policyholder and purchased not more than five years before the Covered Accident.

**Exclusions** Exclusions that apply to this benefit are in the *Common Exclusions* Section.

BA-01-2213.00

### **BURIAL AND CREMATION BENEFIT**

We will pay the benefit shown in the *Schedule of Benefits*, subject to all applicable conditions and exclusions, for burial or cremation of the Covered Person who dies from a Covered Injury resulting directly and independently of all other causes from a Covered Accident.

**Exclusions** Exclusions that apply to this benefit are in the *Common Exclusions* Section.

BA-01-2214.00

### **CARJACKING BENEFIT**

We will pay the benefit shown in the *Schedule of Benefits*, subject to all applicable conditions and exclusions, if the Covered Person suffers a Covered Loss resulting directly and independently of all other causes from a Covered Accident that occurs during a Carjacking of a Private Passenger Automobile that the Covered Person was operating, getting into or out of, or riding in as a passenger. Verification of the Carjacking must be made part of an official police report within 24 hours of the Carjacking, or as soon as reasonably possible, or be certified in writing by the investigating officer(s) within 24 hours or as soon as reasonably possible.

**Definitions** For purposes of this benefit:

**Carjacking** means a person other than the Covered Person taking unlawful possession of a Private Passenger Automobile by means of force or threats against the person(s) then rightfully occupying

**SAMPLE**

**Exclusions** Exclusions that apply to this benefit are in the *Common Exclusions* Section.

BA-01-2215.00

### **CHILD CARE CENTER BENEFIT**

We will pay benefits shown in the *Schedule of Benefits* for the care of each surviving Dependent Child in a Child Care Center if the Covered Person's death results, directly and independently of all other causes, from a Covered Accident and he is survived by one or more Dependent Children under Age 13; who

1. was enrolled in a Child Care Center on the date of the Covered Accident; or
2. enrolls in a Child Care Center within 365 days from the date of the Covered Accident.

This benefit will be payable to the Surviving Spouse if the Spouse has custody of the child. If the Surviving Spouse does not have custody of the child, benefits will be paid to the child's legally appointed guardian. Payments will be made at the end of each 12 month period that begins after the date of the Covered Person's death. A claim must be submitted to Us at the end of each 12 month period with proof of enrollment and attendance. A 12 month period begins:

1. when the Dependent Child enters a Child Care Center for the first time, within the period specified in 2. above, after the Covered Person's death; or
2. on the first of the month following the Covered Person's death, if the Dependent Child was enrolled in a Child Care Center before the Covered Person's death.

Each succeeding 12-month period begins on the day immediately following the last day of the preceding period. Pro rata payments will be made for periods of enrollment in a Child Care Center of less than 12 months.



If there is no surviving Dependent Child at the time of the Covered Person's Covered Accidental Death, the Default Benefit shown in the *Schedule of Benefits* will be paid to the Covered Person's beneficiary.

**Definitions** For purposes of this benefit:

**Child Care Center** is a facility which:

1. is licensed and run according to laws and regulations applicable to child care facilities; and
2. provides care and supervision for children in a group setting on a regular, daily basis.

A Child Care Center does not include any of the following:

1. a Hospital;
2. the child's home;
3. care provided during normal school hours while a child is attending grades one through twelve.

**Dependent Child** means the Covered Person's unmarried child who meets the following requirements.

1. A child from live birth to 19 years old.
2. A child who is 19 or more years old but less than 23 years old, enrolled in a school as a full-time student and primarily supported by the Covered Person. Coverage will continue during any period between school terms or school years as long as We are provided satisfactory proof that he has enrolled for the next following school term or year.
3. A child who is 19 or more years old, primarily supported by the Covered Person, and incapable of self-sustaining employment by reason of mental or physical handicap. Proof of the child's condition and dependence must be submitted to Us within 31 days after the date the child ceases to qualify as a Dependent Child for the reasons listed above. During the next two years, We may, from time to time, require proof of the continuation of such condition and dependence. After that, We may require proof no more than once a year.

A child, for purposes of this provision, includes the Covered Person's:

1. natural child;
2. adopted child, beginning with any waiting period pending finalization of the child's adoption;
3. stepchild who resides with the Covered Person;
4. child for whom the Covered Person is legal guardian, as long as the child resides with the Covered Person and depends on him for financial support. Financial support means that the Covered Person is eligible to claim the dependent for purposes of Federal and State income tax returns.

If the Covered Person who is the legal guardian of a child is not a step-parent, grandparent, aunt or uncle, then the child must have resided with him for at least six consecutive months and intend to reside with him for an indefinite period of time.

**Spouse** means the Covered Person's lawful spouse.

**Surviving Spouse** will include the Covered Person and covered Spouse.

**Exclusions** Exclusions that apply to this benefit are in the *Common Exclusions* Section.

BA-01-2218.00

## COMMON CARRIER BENEFIT

We will pay the benefit shown in the *Schedule of Benefits*, subject to all applicable conditions and exclusions, if the Covered Person suffers a Covered Loss that results, directly and independently of all other causes, from a Covered Accident that occurs while riding as a fare-paying passenger in, or being struck by, a Common Carrier. Riding includes getting into and out of the Common Carrier.

**Definition** For purposes of this benefit:

**Common Carrier** means:

1. a public conveyance, including Aircraft, licensed for hire to carry fare-paying passengers; or

2. a transport Aircraft operated by the Air Mobility Command of the United States of America or similar air transport service of another country.

**Exclusions** Exclusions that apply to this benefit are in the *Common Exclusions* Section.

BA-01-2219.00

### COMMUTING BENEFIT

We will pay the benefit shown in the *Schedule of Benefits*, subject to all applicable conditions and exclusions, if the Covered Person sustains a Covered Loss resulting directly and independently of all other causes from a Covered Accident that occurs while commuting directly to and from the Covered Person's home and the premises where he normally works.

**Exclusions** This benefit will not be payable for Covered Accidents that happen more than two hours after the Covered Person leaves his home or place of work unless it can definitely be shown that:

1. the delay was caused by conditions beyond the control of the Covered Person; or
2. more time was needed for normal direct commuting.

Other exclusions that apply to this benefit are in the *Common Exclusions* Section.

BA-01-2220.00

### CRISIS DEATH BENEFIT

We will pay benefits shown in the *Schedule of Benefits*, subject to all applicable conditions and exclusions, if the Covered Person's death results, directly and independently of all other causes, from another person's use of a gun or a knife to commit an act of violence while insurance under this Policy is in effect. Such an act of violence must occur:

1. while the Covered Person is on the employer's premises; and
2. while the Covered Person is performing normal duties of his job during regularly-scheduled work hours.

The Maximum shown in the *Schedule of Benefits* will be divided equally among all Covered Persons if the benefit payable for each Covered Person multiplied by the number of benefits payable for any one Covered Accident would exceed that Maximum.

**Exclusions** Benefits will not be payable if:

1. the act of violence occurs while the Covered Person is travelling to and from his regular place of employment; or
2. the act of violence is committed by a parent or sibling; or
3. the Covered Person produces or obtains a gun or a knife during the incident and is killed, whether or not the Covered Person is acting in self defense.

Other exclusions that apply to this benefit are in the *Common Exclusions* Section.

BA-01-2221.00

### FELONIOUS ASSAULT AND VIOLENT CRIME BENEFIT

We will pay the benefit shown in the *Schedule of Benefits*, subject to all applicable conditions and exclusions, when the Covered Person suffers a Covered Loss resulting directly and independently of all other causes from a Covered Accident that occurs during a felonious assault or violent crime or as described below.

To qualify for benefit payment, the Covered Accident must occur during any of the following:

1. actual or attempted robbery or holdup;
2. actual or attempted kidnapping;
3. any other type of intentional assault that is a crime classified as a felony by the governing statute or common law in the state where the felony occurred.

We will pay a Hospital Stay Benefit, subject to the following conditions and exclusions, when the Covered Person suffers a Covered Loss resulting directly and independently of all other causes from a Covered Accident that occurs during a felonious assault or violent crime if all of the following conditions are met:

1. the Covered Person is covered for Hospital Stay benefits under this Policy;
2. the Hospital Stay begins within 30 days of the felonious assault/violent crime;
3. the Hospital Stay is at the direction and under the care of a Physician;
4. the Covered Person provides proof satisfactory to Us that his Hospital Stay was necessitated to treat Covered Injuries sustained in a Covered Accident caused solely by a felonious assault or violent crime;
5. the Hospital Stay begins while the Covered Person's insurance is in effect.

The benefit will be paid for each day of a continuous Hospital Stay.

**Definitions** For purposes of this benefit:

**Family Member** means the Covered Person's parent, step-parent, Spouse or former Spouse, son, daughter, brother, sister, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, aunt, uncle, cousins, grandparent, grandchild and stepchild.

**Fellow Employee** means a person employed by the same Employer as the Covered Person or by an Employer that is an affiliated or subsidiary corporation. It shall also include any person who was so employed, but whose employment was terminated not more than 45 days prior to the date on which the defined felonious assault/ violent crime was committed.

**Member of the Same Household** means a person who maintains residence at the same address as the Covered Person.

**Exclusions** Benefits will not be paid for treatment of any Covered Injury sustained or Covered Loss incurred during any:

1. felonious assault or violent crime committed by the Covered Person; or
2. felonious assault or violent crime committed upon the Covered Person by a Fellow Employee, Family Member, or Member of the Same Household.

Other exclusions that apply to this benefit are in the *Common Exclusions* Section.

BA-01-2222.00

## HIV OCCUPATIONAL ACCIDENT BENEFIT

We will pay the benefit shown in the *Schedule of Benefits*, subject to all applicable conditions and exclusions, when the Covered Person suffers a Covered Injury resulting, directly and independently of all other causes, from a Covered Accident. Such Covered Accident must occur during the performance of Occupational Duties and result in the Covered Person acquiring and testing positive for Human Immunodeficiency Virus (HIV) antibodies within one year of the Covered Injury.

In order to receive this benefit, the Covered Person must satisfy all of the following:

1. submit an injury report to his employer, including any report required for purposes of any applicable Workers' Compensation Law, within 48 hours of a Covered Accident that occurs during the performance of Occupational Duties;
2. test negative for Human Immunodeficiency Virus (HIV) antibodies within 48 hours of such Covered Accident;
3. test positive for Human Immunodeficiency Virus (HIV) antibodies in a subsequent Blood Test within one year of the date of the Covered Accident.

**Definitions** For purposes of this benefit:

**Occupational Duties** means the performance of duties that are:

1. Normally performed on behalf of the Policyholder; and
2. Assisting, caring for or otherwise involved with, sick or injured persons.

**HIV** means Human Immunodeficiency Virus, a virus that infects lymphocytes and other cells bearing the CD4 marker, the initial infection of which is known as acute retro viral syndrome.

**Blood Test** means a positive (reactive) Enzyme-linked Immunosorbent Assay (ELISA) test, confirmed by the Western Blot Test, or other tests that may be approved by the Centers for Disease Control and Prevention and accepted by Us.

**Exclusions** Exclusions that apply to this benefit are in the *Common Exclusions* Section.

BA-01-2223.00

#### **HOME ALTERATION AND VEHICLE MODIFICATION BENEFIT**

We will pay the benefit shown in the *Schedule of Benefits*, subject to all applicable conditions and exclusions, when the Covered Person suffers a Covered Loss other than a Loss of Life, resulting directly and independently of all other causes from a Covered Accident.

This benefit will be payable if all of the following conditions are met:

1. before the date of the Covered Accident causing such Covered Loss, the Covered Person did not require the use of any adaptive devices or adaptation of residence and/or vehicle;
2. as a direct result of such Covered Loss, the Covered Person now requires such adaptive devices or adaptation of residence and/or vehicle to maintain an independent lifestyle;
3. the Covered Person requires home alteration or vehicle modification within one year of the date of the Covered Accident.

**Exclusions** Exclusions that apply to this benefit are in the *Common Exclusions* Section.

BA-01-2224.00

#### **HOSPITAL STAY BENEFIT**

**SAMPLE**

We will pay the benefit shown in the *Schedule of Benefits*, subject to all applicable conditions and exclusions, if the Covered Person requires a Hospital Stay due to a Covered Loss resulting directly and independently of all other causes from a Covered Accident.

The Hospital Stay must meet all of the following:

1. be at the direction and under the care of a Physician;
2. begin within 30 days of the Covered Accident;
3. begin while the Covered Person's insurance is in effect.

The benefit will be paid for each day of a continuous Hospital Stay that continues after the end of the Benefit Waiting Period as shown in the *Schedule of Benefits*. Benefits will be paid retroactively to the first day of the Hospital Stay. If benefits are calculated on a monthly basis, pro rata payments will be made for confinements of less than one month based on a 30 day month.

**Exclusions** Exclusions that apply to this benefit are in the *Common Exclusions* Section.

BA-01-2226.00

#### **INSURANCE CONTINUATION EXPENSE BENEFIT**

We will pay the benefit, up to the Maximum Benefit shown in the *Schedule of Benefits*, if a surviving Spouse or a surviving Dependent Child elects to continue group medical and/or dental insurance provided by the Employer of the Covered Person who died, subject to all applicable conditions and exclusions if each of the following conditions is satisfied:

1. the Covered Person's death results directly and independently of all other causes from a Covered Accident;
2. the Covered Person is survived by a Spouse or Dependent Child;

3. a Spouse or Dependent Child is also covered under a medical or dental plan sponsored by the Covered Person's Employer at the time of his death;
4. a Spouse or Dependent Child notifies Us of his election, within 60 days of the Covered Person's death, to continue his existing coverage under group insurance plans sponsored by the Employer as permitted by state or federal continuation law.

This benefit, payable annually, equals premiums required to continue insurance described above, as long as the total of Insurance Continuation Benefits paid for a surviving Spouse and Dependent Children does not exceed the Maximum Benefit shown in the *Schedule of Benefits*. The benefit will be paid at the end of each year during which medical and/or dental insurance is continued, if we receive request for reimbursement and proof of premiums paid during that year. Benefits will continue to be paid until the earliest of the following dates:

1. the date a surviving Spouse or surviving Dependent Child is no longer eligible to continue medical and/or dental insurance coverage;
2. the date Insurance Continuation Expense Benefits paid total the Maximum Benefit shown in the *Schedule of Benefits*; and
3. the end of the Maximum Benefit Period.

Benefits are payable to the surviving Spouse, or the person who actually paid the premium on the surviving Spouse's behalf, if other than the surviving Spouse.

**Definitions**

For the purposes of this benefit:

**Dependent Child** means the Covered Person's unmarried child who meets the following requirements.

1. A child from live birth to 19 years old.
2. A child who is 19 or more years old but less than 23 years old, enrolled in a school as a full-time student and primarily supported by the Covered Person. Coverage will continue during any period between school terms or school years as long as We are provided satisfactory proof that he has enrolled for the next following school term or year.
3. A child who is 19 or more years old, primarily supported by the Covered Person, and incapable of self-sustaining employment by reason of mental or physical handicap. Proof of the child's condition and dependence must be submitted to Us within 31 days after the date the child ceases to qualify as a Dependent Child for the reasons listed above. During the next two years, We may, from time to time, require proof of the continuation of such condition and dependence. After that, We may require proof no more than once a year.

A child, for purposes of this provision, includes the Covered Person's:

1. natural child;
2. adopted child, beginning with any waiting period pending finalization of the child's adoption;
3. stepchild who resides with the Covered Person;
4. child for whom the Covered Person is legal guardian, as long as the child resides with the Covered Person and depends on him for financial support. Financial support means that the Covered Person is eligible to claim the dependent for purposes of Federal and State income tax returns.

**Spouse** means the Covered Person's lawful Spouse.

**Exclusions**

Exclusions that apply to this benefit are in the *Common Exclusions* Section.

BA-01-2227.00

**INVALIDATION OF LIFE INSURANCE BENEFIT**

We will pay the benefit shown in the *Schedule of Benefits*, subject to all applicable conditions and exclusions, if each of the following conditions is satisfied.

1. The Covered Person's death resulted, directly and independently of all other causes, from a Covered Accident or an accident that would have been a Covered Accident had it not resulted from war; and

2. The Covered Person was insured under an individual life insurance policy that provided life insurance, with or without additional accidental death benefits that were in force on the date of the accident causing his death; and
3. A claim for benefits under that individual policy was denied solely because it excluded loss caused by accidents of the type that resulted in the Covered Person's death.

The amount of Invalidation of Life Insurance Benefit will equal the lesser of the Maximum Benefit shown in the *Schedule of Benefits* and the sum of the death benefit, and any accidental death benefit that would have been paid under the Covered Person's individual life insurance policy had the claim for benefits under it not been denied. We will require proof satisfactory to Us that the insurer issuing the individual life insurance policy has made a final denial of the claim before We will pay any Invalidation of Life Insurance Benefit.

**Exclusion** We will not pay an Invalidation of Life Insurance Benefit if the Covered Person's individual life insurance policy lapsed or was rescinded for any reason before the date of the Covered Accident upon which a claim for this benefit is based.

Other exclusions that apply to this benefit are in the *Common Exclusions* section.

BA-01-2228.00

### **PERMANENT TOTAL DISABILITY BENEFIT**

The Covered Person who is currently employed may be insured for Permanent Total Disability Benefits effective on the date other coverages and benefits provided by this Policy become effective for him. He must be either:

1. performing his regular duties on a full time basis during one of his Employer's scheduled work days, either at one of his Employer's usual places of business or at some other location to which his Employer's business requires him to travel; or
2. on a scheduled holiday, vacation day or period of Employer-approved paid leave of absence other than sick leave, only if he was performing his regular duties, as described in 1. above on the preceding scheduled workday.

SAMPLE

We will pay Permanent Total Disability Benefits, as shown in the *Schedule of Benefits*, to the Covered Person insured for this benefit if his Total Disability results, directly and independently of all other causes from, and within the time period shown in the *Schedule of Benefits* of, a Covered Accident. To qualify for benefits, the Covered Person must remain Totally Permanently Disabled during the Benefit Waiting Period shown in the *Schedule of Benefits* and at the end of the Benefit Waiting Period, must be expected to remain so disabled, as certified by a Physician, for the rest of his life.

We will pay a single lump sum benefit equal to the Lump Sum Benefit shown in the *Schedule of Benefits* less any Accidental Dismemberment benefit paid for the Covered Loss causing the Total Disability.

**Exclusions** Exclusions that apply to this benefit are in the *Common Exclusions* Section.

BA-01-2229.00

### **PRIVATE PASSENGER BENEFIT**

We will pay the benefit shown in the *Schedule of Benefits* if the Covered Person suffers a Covered Loss that results directly and independently of all other causes from a Covered Accident while driving, riding as a passenger in, or getting in or out of, a Private Passenger Automobile.

**Exclusions**

We will not pay benefits for the Covered Person's Covered Loss if:

1. he was driving the Private Passenger Automobile at the time of the Covered Accident that resulted in the Covered Loss; and
2. he was intoxicated, as that term is defined by the laws of the state in which the Covered Accident occurred.

Other exclusions that apply to this benefit are in the *Common Exclusions* Section.

BA-01-2230.00

**REHABILITATION BENEFIT**

We will pay the benefit shown in the *Schedule of Benefits*, subject to all applicable conditions and exclusions, when the Covered Person requires Rehabilitation after sustaining a Covered Loss resulting directly and independently of all other causes from a Covered Accident.

The Covered Person must require Rehabilitation within two years after the date of the Covered Loss.

**Definition** For purposes of this benefit:  
**Rehabilitation** means medical services, supplies, or treatment, or Hospital confinement (or part of a Hospital confinement) that satisfies all of the following conditions:

1. are essential for physical rehabilitation required due to the Covered Person’s Covered Loss; and
2. meet generally accepted standards of medical practice; and
3. are performed under the care, supervision or order of a Physician; and
4. prepare the Covered Person to return to his or any other occupation.

**Exclusions** Exclusions that apply to this benefit are in the *Common Exclusions* Section.

BA-01-2231.00

**RELOCATION BENEFIT**

We will pay the benefit shown in the *Schedule of Benefits*, subject to all applicable conditions and exclusions, if the Covered Person suffers a Covered Loss that results, directly and independently of all other causes, from a Covered Accident that occurs during Relocation.



This Benefit is in effect beginning when the Covered Person departs from his prior place of residence, or if later, his prior place of employment and begins travel to his new place of residence or employment. It ceases to be in effect when the Covered Person begins his first full day of employment at his new location or 10 days from the date this coverage began.

**Definition** For purposes of this benefit:  
**Relocation** means a change in the Covered Person's assigned place of employment for the Policyholder which necessitates a change of residence, and for which the Policyholder pays travel expenses.

**Exclusions** Coverage for this benefit will be in effect during the Covered Person's Personal Deviation only if indicated in the *Schedule of Benefits*.

Other exclusions that apply to this benefit are in the *Common Exclusions* Section.

BA-01-2232.00

**SEATBELT AND AIRBAG BENEFIT**

We will pay the benefit shown in the *Schedule of Benefits*, subject to all applicable conditions and exclusions, when the Covered Person’s death results, directly and independently of all other causes, from a Covered Accident while wearing a seatbelt and operating or riding as a passenger in a Private Passenger Automobile. An additional benefit is provided if the Covered Person was also positioned in a seat protected by a properly-functioning and properly deployed Supplemental Restraint System (Airbag).

Verification of proper use of the seatbelt at the time of the Covered Accident and that the Supplemental Restraint System properly inflated upon impact must be a part of an official police report of the Covered Accident or be certified, in writing, by the investigating officer(s) and submitted with the Covered Person’s claim to Us.

If such certification or police report is not available or it is unclear whether the Covered Person was wearing a seatbelt or positioned in a seat protected by a properly functioning and properly deployed Supplemental Restraint System, We will pay a default benefit shown in the *Schedule of Benefits* to the Covered Person's beneficiary.

In the case of a child, seatbelt means a child restraint, as required by state law and approved by the National Highway Traffic Safety Administration, properly secured and being used as recommended by its manufacturer for children of like Age and weight at the time of the Covered Accident.

**Definitions** For purposes of this benefit **Supplemental Restraint System** means an airbag that inflates upon impact for added protection to the head and chest areas.

**Exclusions** Exclusions that apply to this benefit are in the *Common Exclusions* Section.

BA-01-2233.00

### **SPECIAL EDUCATION BENEFIT**

We will pay the benefit, up to the Maximum Benefit shown in the *Schedule of Benefits*, for each qualifying Dependent Child and surviving Spouse of the Covered Person whose death or Permanent Total Disability resulted, directly and independently of all other causes from a Covered Accident for which an Accidental Death Benefit or Permanent Total Disability Benefits are payable under this Policy. This benefit is subject to the conditions and exclusions described below.

A qualifying surviving Dependent Child must:

1. begin studies as a full-time student at a school of higher learning before reaching the limiting Age shown in the Dependent Child definition below; and
2. continue his education as a full-time student; and
3. incur expenses for tuition, fees, books, room and board, transportation and any other costs payable directly to, or approved and certified by, such school.

A qualifying surviving Spouse must:

1. begin studies in any accredited school for the purpose of retaining or refreshing skills needed for employment within one year of the date of the Covered Person's Covered Accident; and
2. continue studies in such accredited school; and
3. incur expenses payable directly to, or approved by, such school.

Payments will be made to each qualifying Dependent Child or to the child's legal guardian, if the child is a minor at the end of each year for the number of years shown in the *Schedule of Benefits*. We must receive proof satisfactory to Us of the Dependent Child's enrollment and attendance within 31 days of the end of each year. The first year for which a Special Education Benefit is payable will begin on the first of the month following the date the Covered Person died or completed the Benefit Waiting Period for Permanent Total Disability benefits, if the surviving Dependent Child was a full-time student on that date in an accredited school of higher learning beyond the 12th grade; otherwise on the date he begins studies in such school. Each succeeding year for which benefits are payable will begin on the date following the end of the preceding year.

If no Dependent Child qualifies for Special Education Benefits within 365 days of the Covered Person's death or completion of the Benefit Waiting Period for Permanent Total Disability benefits, We will pay the default benefit shown in the *Schedule of Benefits* to the Covered Person if he is Permanently Totally Disabled, or his beneficiary.

Payments will be made to the surviving Spouse at the end of each year for the number of years shown in the *Schedule of Benefits*. We must receive proof satisfactory to Us of the Spouse's enrollment and attendance within 31 days of the end of each year. The first year for which a Special Education Benefit is payable will begin on the date the surviving Spouse begins studies in an accredited school for the first time following the date the Covered Person died or completed the Benefit Waiting Period for Permanent Total Disability benefits. Each succeeding year for which benefits are payable will begin on the date following the end of the preceding year.



If a surviving Spouse does not qualify for Special Education Benefits within 365 days of the Covered Person's death or completion of the Benefit Waiting Period for Permanent Total Disability benefits, We will pay the default benefit shown in the *Schedule of Benefits* to the Covered Person if he is Permanently Totally Disabled, or his beneficiary.

**Definitions** For the purposes of this benefit:

**Dependent Child** means the Covered Person's unmarried child who meets the following requirements.

1. A child from live birth to 19 years old.
2. A child who is 19 or more years old but less than 23 years old, enrolled in a school as a full-time student and primarily supported by the Covered Person. Coverage will continue during any period between school terms or school years as long as We are provided satisfactory proof that he has enrolled for the next following school term or year.
3. A child who is 19 or more years old, primarily supported by the Covered Person, and incapable of self-sustaining employment by reason of mental or physical handicap. Proof of the child's condition and dependence must be submitted to Us within 31 days after the date the child ceases to qualify as a Dependent Child for the reasons listed above. During the next two years, We may, from time to time, require proof of the continuation of such condition and dependence. After that, We may require proof no more than once a year.

A child, for purposes of this provision, includes the Covered Person's:

1. natural child;
2. adopted child, beginning with any waiting period pending finalization of the child's adoption;
3. stepchild who resides with the Covered Person;
4. child for whom the Covered Person is legal guardian, as long as the child resides with the Covered Person and depends on him for financial support. Financial support means that the Covered Person is eligible to claim the dependent for purposes of Federal and State income tax returns.

**Spouse** means the Covered Person's lawful spouse.

**Exclusions** Exclusions that apply to this benefit are in the *Common Exclusions* Section.

**SAMPLE**

BA-01-2235.00

### TERRORISM BENEFIT

We will pay the benefit shown in the *Schedule of Benefits*, subject to all applicable conditions and exclusions, if the Covered Person suffers a Covered Loss resulting directly and independently of all other causes from a Covered Accident that occurs as a direct result of an act of Terrorism.

The Policyholder may cancel coverage at any time by written notice to Us at Our home office address. We may cancel coverage at any time by giving the Policyholder advance written notice at least 10 days prior to cancellation. Any unearned premium paid by the Policyholder will be promptly returned.

**Definition** For purposes of this Benefit:

**Terrorism** means a premeditated politically motivated hostile or violent act against noncombatants committed by persons not acting on behalf of a sovereign state, or clandestine state agents.

**Exclusions** Benefits will be paid for Covered Losses only if sustained on the premises of the Policyholder and only under the following Conditions of Coverage:  
All Coverages provided by this Policy

Other Exclusions that apply to this benefit are in the *Common Exclusions* Section.

BA-01-2236.00

### TOTAL DISABILITY WEEKLY INCOME BENEFIT

We will pay weekly benefits shown in the *Schedule of Benefits*, subject to all applicable conditions and exclusions, to the Covered Person whose Total Disability results, directly and independently of all other causes from, and within the number of days specified in the *Schedule of Benefits* of, a Covered Accident. Disability benefits will begin when a Totally Disabled Covered Person satisfies the Benefit Waiting Period shown in the *Schedule of Benefits* and will end on the earliest of the date he:

1. dies;
2. is no longer Totally Disabled;
3. fails to provide certification by a Physician that he remains Totally Disabled;
4. reaches the end of the Maximum Benefit Period shown in the *Schedule of Benefits*.

Weekly Total Disability Benefits are based on a 7-day week. Any Disability Benefit payable for less than a full week will be pro-rated.

Once the Covered Person is eligible to receive Disability Income Benefits, separate periods of Total Disability will be considered one continuous period of Disability if:

1. they result from the same Covered Accident; and
2. they are separated by no more than 14 consecutive days.

**Exclusions** Exclusions that apply to this benefit are in the *Common Exclusions* Section.

BA-01-2237.00

**Life Insurance Company of North America**  
**1601 Chestnut Street**  
**Philadelphia, Pennsylvania 19107-2235**

**SAMPLE**  
DEPENDENT COVERAGE RIDER

This Rider is attached to and made part of this Policy as of the date specified below. It is subject to all of this Policy's provisions that do not conflict with its provisions.

Policyholder: ABC Company  
Policy Number: ABL 123456  
Rider Effective Date: April 1, 2003  
Rider Term: April 1, 2003 through July 1, 2003

We will pay an Accidental Death and Dismemberment Benefit specified in this Rider's *Schedule of Benefits* if a Spouse or Dependent Child of the Covered Person suffers a Covered Loss which results, directly and independently of all other cases from a Covered Accident that occurs:

1. within the time period specified in this Policy's *Schedule of Benefits*; and
2. during Business Travel or a Covered Activity for which the Policyholder pays part or all of the cost; and
3. under circumstances described in one of the Conditions of Coverage specified in this Rider's *Schedule of Benefits*.

Benefits payable for a Dependent's Covered Loss will equal the applicable Principal Sum shown in this Rider's *Schedule of Benefits* multiplied by the percentage applicable to the Covered Loss, as shown in this Policy's *Schedule of Benefits*.

#### **RIDER SCHEDULE OF BENEFITS CLASS 1**

The *Rider Schedule of Benefits* provides a brief outline of the coverage and benefits provided by this Rider. Please read all of the provisions of this rider in addition to the provisions of this Policy for full details.

#### **Conditions of Coverage**

- Business Travel for Dependents
- Business Travel for Dependents - *Airline Travel Coverage*
- Travel for Dependents - *Civil and Military Aircraft Coverage*

Policyholder Covered Activity: Company Picnic

**Benefits**

<u>Covered Class</u>	<u>Principal Sum</u>
1. Spouses of Class 1 Covered Persons	\$xx,xxx
2. Dependent Children of Class 1 Covered Persons	\$x,xxx

A Spouse's Principal Sum will reduce as specified in the *Age Reductions* section of the *Accidental Death and Dismemberment* section of this Policy's *Schedule of Benefits*.

**RIDER DESCRIPTION OF CONDITIONS OF COVERAGE**

**Business Travel Coverage for Dependents** We will pay the Benefit shown in the *Rider Schedule of Benefits*, subject to all of the conditions and exclusions applicable to Business Travel Coverage provided by this Policy, if a Dependent's Covered Loss results, directly and independently of all other causes, from a Covered Accident.

Business Travel Coverage for a Dependent begins when coverage for the Covered Person begins, or, if later, when a Dependent departs from his place of residence to join the Covered Person on the Covered Trip. Business Travel Coverage for a Dependent ends when coverage for the Covered Person ends, or, if earlier, when a Dependent arrives at his place of residence.

**Policyholder Coverage for Dependents** We will pay the Benefit shown in the *Rider Schedule of Benefits*, subject to all of the conditions and exclusions applicable to Policyholder Coverage provided by this Policy if a Dependent's Covered Loss results, directly and independently of all other causes, from a Covered Accident that occurs during the Covered Activity described above.

Policyholder Coverage for a Dependent begins when coverage for the Covered Person begins, or, if later, when a Dependent departs from his place of residence to join the Covered Person on the Covered Activity. Policyholder Coverage for a Dependent ends when coverage for the Covered Person ends, or, if earlier, when a Dependent arrives at his place of residence.

**SAMPLE**

**Definitions** **Dependent** means, for purposes of this Rider, an employee's Spouse and Dependent Child, as each of those terms is defined below.

**Dependent Child** means a Covered Person's unmarried child who is one of the following.

1. A child from live birth to 19 years old.
2. A child who is 19 or more years old but less than 23 years old, enrolled in a school as a full-time student and primarily supported by the Covered Person. Coverage will continue during any period between school terms or school years as long as We are provided satisfactory proof that he has enrolled for the next following school term or year.
3. A child who is 19 or more years old, primarily supported by the Covered Person, and incapable of self-sustaining employment by reason of mental or physical handicap. Proof of the child's condition and dependence must be submitted to Us within 31 days after the date the child ceases to qualify as a Dependent Child for the reasons listed above. During the next two years, We may, from time to time, require proof of the continuation of such condition and dependence. After that, We may require proof no more than once a year.

A child, for purposes of this provision, includes the Covered Person's:

1. natural child;
2. adopted child, beginning with any waiting period pending finalization of the child's adoption;
3. stepchild who resides with the Covered Person;
4. child for whom the Covered Person is legal guardian, as long as the child resides with the Covered Person and depends on him for financial support. Financial support means that the Covered Person is eligible to claim the dependent for purposes of Federal and State income tax returns.

**Spouse** means the Covered Person's lawful spouse.

**To Whom Payable** Benefits payable under this Rider will be paid to the Covered Person. If the Covered Person does not survive the Dependent upon whose Covered Loss the Benefit is payable, We will pay the Covered Person's beneficiary, in accordance with the *Beneficiary* provision of this policy.

**Exclusions** This coverage will be in effect while a Dependent is accompanying the Covered Person during the Covered Person's Personal Deviation only if indicated in the *Schedule of Benefits*.

Other exclusions that apply to this Coverage are in the *Common Exclusions* section.

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SAMPLE