



**TOKIO MARINE**  
**HCC**

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# Business Travel Accident Insurance Policy

Issued by:  
U.S. Specialty Insurance Company

For: George Washington University

Tokio Marine HCC: MIS Group  
251 N. Illinois St.  
Suite 600  
Indianapolis, IN 46204

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## **BLANKET ACCIDENT POLICY**

**THIS POLICY PAYS BENEFITS FOR SPECIFIC LOSSES FROM ACCIDENT  
OR EMERGENCY SICKNESS ONLY.**

**PLEASE READ THIS POLICY CAREFULLY  
NON-PARTICIPATING**

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

Throughout this Policy the words "**We**", "**Us**" and "**Our**" refer to the **Company** as shown above providing this insurance.

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**Please Read This Policy Carefully**

# Table of Contents

<b>Insuring Agreement</b> .....	<b>2</b>
Section I: Policy Information .....	2
Section II: Policy Period and Applicable Law .....	2
<b>Premium Summary</b> .....	<b>3</b>
Section I: Required Premium Payment .....	3
Section II: Premium Due Date .....	3
<b>Schedule of Benefits</b> .....	<b>4</b>
Section I: Class(es) of Insured Persons .....	4
Section II: Eligibility Waiting Period .....	4
Section III: Hazards Insured Against .....	5
Section IV: Benefits .....	6
<b>Hazards Insured Against</b> .....	<b>8</b>
Section I: Description of Hazards Insured Against .....	8
<b>Definitions of Benefits</b> .....	<b>9</b>
Section I: Definition of Benefits for Insured Persons .....	9
<b>Common Exclusions</b> .....	<b>11</b>
Section I: Common Exclusions .....	11
<b>Definitions of General Terms</b> .....	<b>12</b>
Section I: Definitions of General Terms Used in this Policy .....	12
<b>Policy Provisions</b> .....	<b>18</b>
Section I: Eligibility, Effective Date and Termination .....	18
Section II: Claim Provisions .....	19
Section III: Premium Provisions .....	22
Section IV: General Provisions .....	24

# Insuring Agreement

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## Section I: Policy Information

Policyholder's Name and Address:  
George Washington University  
2121 I Street, NW  
Washington, D.C., 20052-0002

Policy Number: BTA-040-00  
Effective Date: 07/01/2019  
Expiration Date: 06/30/2020

Tokio Marine HCC Medical Insurance Services Group  
HCC Medical Insurance Services, Inc.  
251 N. Illinois St.  
Suite 600  
Indianapolis, IN 46204

*Issued by the stock insurance company indicated below:*  
U.S. Specialty Insurance Company, a member of the Tokio  
Marine HCC group of companies,  
Incorporated under the laws of Texas

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## Section II: Policy Period and Applicable Law

### Policy Period

Effective Date: 07/01/2019

Expiration Date: 06/30/2020

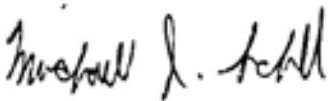
This Policy will take effect on the Effective Date shown in Section II of the Insuring Agreement at 12:00:01 A.M. U.S. Eastern Standard Time.

This Policy will expire on the Expiration Date shown in Section II of the Insuring Agreement at 11:59:59 P.M. U.S. Eastern Standard Time.

This insurance is provided by the **Company** in consideration of payment of the Required Premium Payment shown in Section I of the Premium Summary.

### Applicable Law

This Policy is a legal contract between the **Policyholder** and the **Company**. This Policy is issued in and covered by the laws of the District of Columbia. The President and Secretary of the **Company** witness this Policy.



\_\_\_\_\_  
Michael J. Schell  
President



\_\_\_\_\_  
Alexander Ludlow  
Secretary

Signed by: \_\_\_\_\_

(A licensed resident agent where required by law)

# Premium Summary

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## Section I: Required Premium Payment

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

Minimum Premium and Deposit: \$500.00

Premium Due for Coverage: \$.0375 per Student per Month

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## Section II: Premium Due Date

Monthly in Arrears

## Schedule of Benefits

The Schedule of Benefits provides a brief outline of the coverage and benefits provided by this Policy. Please read the Hazards Insured Against, Definitions of Benefits, and Common Exclusions sections of this Policy for full details on what is covered.

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### Section I: Class(es) of Insured Persons

Class:	Description
1	All students of the Policyholder who have enrolled in the Aetna Student Health policy and for whom all required premium has been paid.

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### Section II: Eligibility Waiting Period

For **Insured Persons** in an eligible Class on the Effective Date:

No Eligibility Waiting Period Applies

For **Insured Persons** entering an eligible Class after the Effective Date:

No Eligibility Waiting Period Applies

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### Section III: Hazards Insured Against

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

<b>Class</b>	<b>Hazards Insured Against</b>
1	24-Hour Business & Pleasure Hazard

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## Section IV: Benefits

### Principal Sum

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

Class:	Principal Sum:
1	\$10,000

### Aggregate Limit of Insurance

Aggregate Limit Amount: \$5,000,000

Applies Per: Covered Accident

The maximum amount the **Company** will pay for all **Covered Losses** resulting from the same **Covered Accident** will not exceed the Aggregate Limit of Insurance as described above. If a **Covered Accident** results in Benefit Amounts becoming payable, which when totaled, exceed the applicable Aggregate Limit of Insurance shown above, then the Aggregate Limit of Insurance will be divided proportionally among the **Insured Persons**, based on each applicable **Benefit Amount**

**Accidental Death Benefit**

Covered Class(es): All Classes

**Covered Death** must occur within 364 days of the **Covered Accident**

Benefit Amount:  
All Classes 100% of the **Principal Sum**

**Accidental Dismemberment Benefit**

Covered Class(es): All Classes

<b>Covered Dismemberments</b>	<b>Benefit Amount</b>
<b>Loss of Two or More Hands or Feet</b> .....	100% of the <b>Principal Sum</b>
<b>Loss of Use of Two or More Hands or Feet</b> .....	100% of the <b>Principal Sum</b>
<b>Loss of Sight</b> in Both Eyes .....	100% of the <b>Principal Sum</b>
<b>Loss of Speech and Hearing</b> (in Both Ears) .....	100% of the <b>Principal Sum</b>
<b>Loss of one Hand or Foot and Sight</b> in One Eye .....	100% of the <b>Principal Sum</b>
<b>Loss of One Hand or Foot</b> .....	50% of the <b>Principal Sum</b>
<b>Loss of Use One Hand or Foot</b> .....	25% of the <b>Principal Sum</b>
<b>Loss of Sight</b> in One Eye.....	50% of the <b>Principal Sum</b>
<b>Loss of Speech</b> .....	50% of the <b>Principal Sum</b>
<b>Loss of Hearing</b> (in Both Ears) .....	50% of the <b>Principal Sum</b>
<b>Loss of Thumb and Index Finger on the Same Hand</b> ..	25% of the <b>Principal Sum</b>
<b>Loss of all Four Fingers on the Same Hand</b> .....	25% of the <b>Principal Sum</b>
<b>Loss of all Toes</b> on the Same Foot.....	25% of the <b>Principal Sum</b>
<b>Loss of Thumb</b> .....	25% of the <b>Principal Sum</b>



## Hazards Insured Against

If an **Insured Person** is engaged in at least one **Hazard** as described below and experiences a **Covered Loss**, benefits will become payable as described in Section IV of the Schedule of Benefits. Payment of benefits are subject to all terms, conditions, and limitations of this Policy.

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### Section I: Description of Hazards Insured Against

#### 24-Hour Business & Pleasure Hazard

This 24-Hour Business & Pleasure Hazard applies only to **Insured Persons** who are members of a class that is covered by this **Hazard**, as shown in Section III of the Schedule of Benefits.

This 24 Hour Business and Pleasure Hazard means all circumstances, subject to the terms, conditions, and limitations of this Policy, occurring at any time while an **Insured Person** is insured by this Policy.

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# Definitions of Benefits

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## Section I: Definition of Benefits for Insured Persons

### Accidental Death Benefit

This Accidental Death Benefit applies only to **Insured Persons** who are members of a class that is covered by this benefit, as shown in Section IV of the Schedule of Benefits.

If an **Insured Person** who is covered by an applicable **Hazard** suffers a **Covered Accident** which results in a **Covered Death**, the Accidental Death Benefit will become payable. The **Company** will pay the applicable Benefit Amount shown in Section IV of the Schedule of Benefits, subject to the terms, conditions, and limitations of this Policy. Payment of this Benefit Amount is subject to the following:

1. the **Covered Death** must occur within the number of days shown in Section IV of the Schedule of Benefits following the date of the **Covered Accident**.

Other exclusions that apply to this benefit can be found in the Common Exclusions Section of this Policy.

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### Accidental Dismemberment Benefit

This Accidental Dismemberment Benefit applies only to **Insured Persons** who are members of a class that is covered by this benefit, as shown in Section IV of the Schedule of Benefits.

If an **Insured Person** who is covered by an applicable **Hazard** suffers a **Covered Injury** which results in a **Covered Dismemberment**, the Accidental Dismemberment Benefit will become payable. The **Company** will pay the applicable Benefit Amount shown in Section IV of the Schedule of Benefits, subject to the terms, conditions, and limitations of this Policy.

If multiple **Covered Dismemberments** occur as a result of the same **Covered Accident**, only one benefit will be payable, the largest Benefit Amount.

Other exclusions that apply to this benefit can be found in the Common Exclusions Section of this Policy.

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

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

**Loss of Use of a Hand or Foot** means total loss of all ability to move the hand or foot, within three-hundred and sixty-five (365) days of a **Covered Injury** that continues for six (6) months and is expected to continue for the remainder of the **Insured Person's** lifetime.

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

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

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

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

**Loss of all Four Fingers on the Same Hand** means complete **Severance**, through the metacarpal phalangeal joints, of the index fingers of the same hand, as determined by a **Physician**. **We** will consider such **Severance** a **Loss of all Four Fingers on the Same Hand** even if one or more index fingers are later reattached. If the reattachment fails and amputation becomes necessary, then **We** will not pay an additional Benefit Amount for such amputation.

**Loss of Toes** means complete **Severance** through the metatarsophalangeal joint (the joint between the toes and the foot).

**Loss of Thumb** means complete **Severance** through or above the metacarpal phalangeal joint (the joint between the thumb and the hand).

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

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# Common Exclusions

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## Section I: Common Exclusions

In addition to any benefit specific or **Hazard** specific exclusions, benefits will not be paid for any loss which directly or indirectly, in whole or in part, is caused by or results from any of the following;

1. Intentionally self-inflicted **Injury**, suicide, including auto-erotic asphyxiation or any attempt thereof while sane or insane;
2. commission of, or attempt to commit, a felony, an assault or other criminal activity;
3. Commission of or active participation in a riot or insurrection;
4. war or any act of war whether declared or undeclared;
5. the **Insured Person** being under the influence of a narcotic or controlled substance unless the narcotic or controlled substance is prescribed by a **Physician** and is used as directed;
6. the **Insured Person** being intoxicated, while operating a motorized vehicle;
7. Travel or flight in or on, including boarding or alighting from any **Aircraft** which is not a commercial carrier or any **Aircraft** which is engaged in Specialized Aviation Activities;
8. 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 30 days in any year;
9. an **Insured Person** piloting or serving as a crewmember in any **Aircraft**;
10. Voluntary ingestion of any poison, gas or fumes which may cause asphyxiation or bodily harm;
11. Release, whether or not **Accidental**, unlawfully or intentional, of nuclear energy or radiation, including **Sickness** or disease resulting from such release;
12. Service or active duty in the armed forces; National Guard; military; naval; or air service; or organized reserve corps of any country or international organization. Upon the **Company's** receipt of written proof of service within thirty-one (31) days of commencement of active duty service, the **Company** will refund any premium paid for this time. Reserve or National Guard active duty training is not excluded unless it extends beyond thirty-one (31) days;
13. Hazardous activities including, rock climbing, mountaineering, wilderness exploration, spelunking, cave exploration, white water rafting, skydiving, sailing, wind surfing, jet skiing, speed boating, kayaking, hot air ballooning, scuba diving, bungee jumping, all-terrain vehicle or quad riding, parachuting, paragliding, or parasailing, unless such activity is specifically and directly related to the business of and at the direction of the **Policyholder** as verified by documentation provided by the **Policyholder**;
14. A cardiovascular event or stroke resulting, directly and independently of all other causes, from exertion, as verified by a **Physician**;
15. Travel in or on any off-road motorized vehicle that does not require licensing as a motor vehicle;
16. Participation in any organized motorized race or contest of speed or stunt show;
17. Participation in any team or organized sport or any other athletic activity unless such activity is specifically and directly related to the business of and at the direction of the **Policyholder** as verified by documentation provided by the **Policyholder**;
18. Medical or surgical treatment, diagnostic procedures, administration of anesthesia, or medical mishaps or negligence, including malpractice unless it occurs during the treatment of a **Covered Injury**;
19. Any **Accident** that occurs while an **Insured Person** is the operator of a motor vehicle and does not possess the legally required valid motor vehicle operator license;
20. Any occurrence while an **Insured Person** is incarcerated after conviction;

In addition, benefits will not be paid for services or treatment rendered by any person who is:

1. a **Resident of the Same Household** of the **Insured Person**; or
2. an **Immediate Family Member** of either the **Insured Person** or the **Insured Person's Spouse**; or
3. an **Insured Person**.

# Definitions of General Terms

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## Section I: Definitions of General Terms Used in this Policy

### Accident or Accidental:

**Accident** or **Accidental** means a sudden, unintended, unforeseen, and unexpected specific event that occurs abruptly and by chance at an identifiable time and place, the cause of which is beyond the control of those involved.

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### Actively At Work or Active Work:

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

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### Aircraft:

**Aircraft** means a vehicle designed for flight which:

1. has a current and valid airworthiness certificate issued by:
    - a. the Federal Aviation Agency of the United States of America, or
    - b. an equivalent foreign governmental authority having jurisdiction over civil aviation; or
    - c. the country of registry; and
  2. is being flown by a pilot and crew that is fully licensed and qualified to operate the vehicle.
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### Carjacking:

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

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### Common Carrier:

**Common Carrier** means any motorized land, water or air **Conveyance**, operated by an organization other than the **Policyholder**, organized and licensed for the transportation of passengers for hire and operated by an employee or an individual under contract. **Common Carrier** does not include any **Conveyance** used for sport, recreational activities or sightseeing activities.

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### Commutation:

**Commutation** means direct travel between an **Insured Person's** primary place of residence and Their regular place of employment, or the premises of the **Policyholder**.

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### Conveyance:

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

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### Covered Accident:

**Covered Accident** means an **Accident** that occurs to an **Insured Person** that:

1. occurs while an **Insured Person's** coverage under the Policy is in force; and
  2. occurs while an **Insured Person** is covered under an applicable **Hazard**; and
  3. is not otherwise excluded under the terms of the Policy.
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**Covered Death:**

**Covered Death** means the death of an **Insured Person** which occurs as a direct result of a **Covered Accident**, independent from any other cause including **Sickness**, disease, and bodily infirmity.

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**Covered Dismemberment**

**Covered Dismemberment** means an **Insured Person** who suffers any condition that is listed in the Covered Dismemberment schedule in Section IV of the Schedule of Benefits which occurs as a direct result of a **Covered Accident**, independent from any other cause including **Sickness**, disease, and bodily infirmity.

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**Covered Emergency Sickness:**

**Covered Emergency Sickness** means a **Sickness** affecting an **Insured Person** or **Traveling Companion** which first becomes evident suddenly and unexpectedly and causes severe and acute symptoms that, if left untreated would be expected to result in a critical deterioration of health or become life threatening, and which:

1. occurs while an **Insured Person's** coverage under the Policy is in force; and
  2. occurs while an **Insured Person** is covered under an applicable **Hazard**; and
  3. is not otherwise excluded under the terms of the Policy.
- 

**Covered Injury:**

**Covered Injury** means an **Injury** which affects an **Insured Person** and which occurs as a direct result of a **Covered Accident**, independent from any other cause including **Sickness**, disease, and bodily infirmity. All **Injuries** sustained by an **Insured Person** in any one **Covered Accident**, including related conditions and recurrent symptoms, will be considered a single **Covered Injury**.

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**Covered Loss:**

**Covered Loss** means an event for which a benefit is payable under this Policy.

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**Covered Trip:**

**Covered Trip** means a period of travel activity by an **Insured Person** which meets all terms and conditions of a **Hazard** for which They are insured and begins at the actual time an **Insured Person** travels away from Their primary place of residence, or Their regular location of employment, whichever occurs last, and continues until;

1. the actual time an **Insured Person** returns to Their primary place of residence, or Their regular location of employment, whichever occurs first; or
  2. at any time which an **Insured Person** no longer meets the terms and conditions of a **Hazard** for which They are insured under this Policy.
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**Dependent(s):**

**Dependent(s)** means a **Spouse** and/or **Dependent Child(ren)** of an **Insured Person**

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**Dependent Child(ren):**

**Dependent Child(ren)** means all of the **Insured Person's** children who are unmarried and less than twenty six (26) years of age at the time of a **Covered Loss**. However, if any **Dependent Child(ren)** is incapable of self-sustaining employment due to severe intellectual or physical disability and is dependent on an **Insured Person** for housing or **Custodial Care**, such age limit of twenty six (26) shall not apply. Proof of such incapacity and dependency must be furnished to the **Company** within thirty one (31) days following the child's attainment of the limiting age, and not more frequently than annually following the two (2) year period after the **Dependent Child(ren)** attains the limiting age.

Child(ren) means the **Insured Person's** biological children, stepchildren, adopted children, foster children or any legal minor for whom the **Insured Person** is required by a court or administrative order to provide health coverage.

Child(ren) also means the child(ren) of a **Dependent Child** until such **Dependent Child(ren)** is eighteen (18) years of age.

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**Eligible Person:**

**Eligible Person** means an individual who is a qualifying member of a covered class as defined under Section I of the Schedule of Benefits.

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**Fellow Employee:**

**Fellow Employee** means a person employed by the same employer as an **Insured 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 ninety (90) days prior to the date of any applicable loss.

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**Hazard:**

**Hazard** means a period of time with a defined beginning and end, during which specific circumstances are met for insurance coverage to be in force for a person who is insured under this Policy.

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**Heart and Circulatory Malfunction:**

**Heart and Circulatory Malfunction** means a sudden and severe malfunction of the heart and/or circulatory system that results in a diagnosis of coronary thrombosis, cerebral vascular **Accident**, myocardial infarction, or cardiac arrest by a **Physician** or as shown on an autopsy.

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**Home Health Care Agency:**

**Home Health Care Agency** means an entity engaged in arranging and providing nursing services, home health services or other therapeutic and related services. The entity must be certified by a competent governmental authority as meeting the requirements of Title XVIII of the Social Security Act, as amended, for home health agencies or the equivalent regulations in the jurisdiction where the services are rendered.

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**Hospital:**

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

1. is properly licensed as a health care provider by a competent governmental authority in accordance with the laws of the jurisdiction where it is located; and
2. is primarily and continuously engaged in providing medical care and treatment to sick, ailing or injured persons as in-patients; and;
3. has medical, diagnostic and treatment facilities, with major surgical facilities on its premises, or available on a prearranged basis; and
4. provides twenty-four (24) hour nursing care by or under the supervision of a graduate registered nurse (R.N.); and
5. has a **Physician** or staff of **Physicians**.

**Hospital** excludes any clinic or facility which primarily operates as a day clinic, rest or convalescent home, assisted living facility or a facility which provides treatment for the aged, a treatment facility for alcoholism or drug addiction, or a similar establishment.

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**Hospital Confinement:**

**Hospital Confinement** means a period of time where an **Insured Person** is admitted to a **Hospital** as a registered inpatient receiving **Necessary Treatment**. Multiple periods of **Hospital Confinement** due to the same **Covered Injury** will be treated as one **Hospital Confinement** unless separated by more than thirty (30) days.

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**Immediate Family Member:**

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

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**Injury:**

**Injury** means bodily harm or damage which occurs as a direct result of an **Accident**, and independent from any other cause including **Sickness**, disease, and bodily infirmity.

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**Insured Dependent Child(ren):**

**Insured Dependent Child(ren)** means a **Dependent Child(ren)** who is/are a qualifying member of a covered class as defined under Section I of the Schedule of Benefits, and for whom:

1. the required premium has been paid when due; and
  2. coverage under the Policy remains in force; and
  3. coverage is provided under an applicable **Hazard**.
- 

**Insured Person:**

**Insured Person** means a person who is a qualifying member of a covered class as defined under Section I of the Schedule of Benefits, and for whom:

1. the required premium has been paid when due; and
2. coverage under the Policy remains in force; and
3. coverage is provided under an applicable **Hazard**.

**Insured Person** may include **Insured Spouses** and/or **Insured Dependent Child(ren)** if coverage is provided for them as defined in Section I of the Schedule of Benefits.

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**Insured Spouse:**

**Insured Spouse** means a **Spouse** who is a qualifying member of a covered class as defined under Section I of the Schedule of Benefits, and for whom:

1. the required premium has been paid when due; and
  2. coverage under the Policy remains in force; and
  3. coverage is provided under an applicable **Hazard**.
- 

**Nearest Place of Safety:**

**Nearest Place of Safety** means a location as determined by the **Our Assistance Services Administrator** where an **Insured Person** and/or **Traveling Companion**:

1. can be presumed safe from the threat or situation that caused an evacuation; and
  2. can access transportation to Their primary place of residence; and
  3. can utilize temporary lodging and accommodations if needed.
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**Necessary Treatment:**

**Necessary Treatment** means a treatment, service or supply that is:

1. essential for the treatment of an **Injury** or **Covered Emergency Sickness**; and
  2. prescribed or ordered by a **Physician**; and
  3. appropriate and consistent with the current medically accepted practices in the United States; and
  4. cannot be eliminated without adversely affecting the patient's condition.
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**Our Assistance Services Administrator:**



**Our Assistance Services Administrator** means a security firm that is under contract with the **Company** and is experienced in security and measures necessary to ensure the safety of **Insured Persons**.

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**Personal Deviation:**

**Personal Deviation** means any period of travel or activity that is not at the direction of or reasonably related to the business of the **Policyholder**, or any **Policyholder** sponsored activities. **Personal Deviation** must:

1. be at the sole direction of an **Insured Person**; and
2. occur at least one-hundred(100) miles away from an **Insured Person's** primary place of residence or regular location of employment; and
3. occur in connection with a **Covered Trip**, which may be at the start of, in the middle of, or at the end of a **Covered Trip**.

**Personal Deviation** excludes any period of **Personal Time**.

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**Personal Time:**

**Personal Time** means any period of travel or activity that is not at the direction of or reasonably related to the business of the **Policyholder**, or any **Policyholder** sponsored activities. **Personal Time** must:

1. be at the sole direction of an **Insured Person**; and
2. occur at least one-hundred(100) miles away from an **Insured Person's** primary place of residence or regular location of employment; and
3. occur for less than seventy-two (72) consecutive hours; and
4. occur completely between the start and end time of a **Covered Trip**.

**Personal Time** excludes any period of time that occurs outside the duration of a **Covered Trip**.

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**Physician:**

**Physician** means a person who is qualified as a doctor of medicine or dental practitioner acting within the scope of his or her license, and providing only those medical services for which They are licensed or certified, to the extent provided by the laws of the jurisdiction in which medical treatment is provided. **Physician** excludes any **Insured Persons** or Their **Immediate Family Members**.

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**Policyholder:**

**Policyholder** means the entity, named in the Insuring Agreement, to which the **Company** issued the Policy.

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**Principal Sum:**

**Principal Sum** means the benefit amount of insurance appearing in Section IV of the Schedule of Benefits applicable to each Class of **Insured Persons**.

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**Resident of the Same Household:**

**Resident of the Same Household** means a person who maintains residence at the same address as an **Insured Person**.

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**Sickness:**

**Sickness** means any physical or mental illness.

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**Usual and Customary Charges:**

**Usual and Customary Charges** means the average amount charged by most providers for treatment, service or supplies in the geographic area where the treatment, service or supply is provided.

# Policy Provisions

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## Section I: Eligibility, Effective Date and Termination

### Eligibility

An individual becomes an **Eligible Person** for insurance under this Policy on the date They meet all of the requirements of a covered class as defined under Section I of the Schedule of Benefits. A **Spouse** or **Dependent Child** of an **Eligible Person** will become eligible for **Dependent** insurance (if **Dependent** insurance is provided under this Policy) on the date They meet the definition of a **Spouse** or **Dependent Child** and They meet all of the requirements of Their **Dependent** covered class as defined under Section I of the Schedule of Benefits. All **Eligible Persons, Spouses, and Dependent Children** may be insured under only one covered class at any given time, even though They may qualify as members of more than one covered class.

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### Effective Date of Insurance for an Insured Person

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

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

If an employee of a **Policyholder**, who would otherwise qualify as an **Insured Person**, is not currently **Actively At Work** on the date insurance becomes effective, then such insurance will not be effective until the date such person returns to **Active Work**. Insurance for a **Dependent** (if **Dependent** insurance is provided under this Policy) will also be delayed until such employee returns to **Active Work**. If a **Dependent** is admitted to a **Hospital** on the date the insurance would otherwise be effective, then the effective date will be delayed until the **Dependent** is released from the **Hospital**.

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### Termination of Insurance for an Insured Person

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

1. the expiration date of this Policy; or
2. the expiration date of the period for which required premium has been paid for such **Insured Person** (subject to a Grace Period if applicable); or
3. the date on which a person no longer meets the eligibility criteria as an **Insured Person**.

Termination of this Policy does not affect the adjudication of a claim for a **Covered Loss** that occurred prior to the termination date. However, in no instance will benefits extend beyond the earliest of:

1. the end of the Benefit Period; or
2. the date benefits paid equal any applicable Benefit Limit, as shown in the Section IV of the Schedule of Benefits; or
3. the date benefits paid equal to any applicable Aggregate Limit Amount as shown in Section IV of the Schedule of Benefits.

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## Section II: Claim Provisions

### Beneficiary Provisions

#### 1. Designation:

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

- a. in writing; and
- b. filed with the **Policyholder**; and
- c. provided to **Us** at the time of claim, or at such other time as **We** may require.

#### 2. Change:

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

- a. in writing; and
- b. filed with the **Policyholder**; and
- c. provided to **Us** at the time of claim, or at such other time as **We** may require.

#### 3. Payment:

The Benefit Amount for a **Covered Death** will be paid to the beneficiary designated by the **Insured Person**. Any Benefit Amount payable due to a **Covered Death** of a **Dependent Child** will be paid to the related **Insured Person**, absent any beneficiary designation by the **Dependent Child**.

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

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

All other Benefit Amounts are paid to the **Insured Person**, unless otherwise directed by an **Insured Person** or an **Insured Person's** designee, or unless otherwise noted in this Policy. If any beneficiary has not reached the legal age of majority, then **We** will pay such beneficiary's legal guardian.

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### Claim Forms

The **Company** will send claim forms to the claimant upon receipt of a written notice of claim. If such forms are not furnished within thirty (30) working days after the **Company** received notice of claim, the claimant will be deemed to have met the proof of loss requirements upon submitting. The notice should include the **Insured Person's** name, the **Policyholder's** name and the Policy number. Any forms that may be required to be provided under this subsection may be provided in electronic or paper form.

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### Economic Sanctions Provision

This insurance does not apply to the extent that trade or economic sanctions or regulations prohibit the **Company** from providing insurance, including, but not limited to, the payment of claims.

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## Notice of Claim

Written notice of claim must be given to the **Company** within thirty (30) days after the occurrence or commencement of the **Insured Person's Covered Loss**, or as soon thereafter as reasonably possible. Failure to give notice of claim within the time required neither invalidates nor reduces any claim if it was not reasonably possible to give notice within such time, provided such proof is furnished as soon as reasonably possible. Notice given by or on behalf of the claimant to the **Company** or any authorized agent of the **Company**, with information sufficient to identify the **Insured Person**, is deemed notice to the **Company**. Any notices that may be required to be provided under this subsection may be provided in electronic or paper form.

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## Payment of Claims

All benefits will be paid in United States currency. Upon receipt of due written proof of death, payment for loss of life of an **Insured Person** will be made to the **Insured Person's** beneficiary as described in the Beneficiary Provision and these Claims Provisions. Upon receipt of due written proof of loss, payments for all losses, except loss of life, will be made to (or on behalf of, if applicable) the **Insured Person** suffering the loss. If an **Insured Person** dies before all payments due have been made, the amount still payable (if any) will be paid to Their beneficiary as described in the Beneficiary Provision.

If any payee is a minor or is not competent to give a valid release for the payment, the payment will be made to the legal guardian of the payee's property. If the payee has no legal guardian for Their property, a payment not exceeding \$1,000 may be made, at the **Company's** option, to any relative by blood or connection by marriage of the payee, who has assumed the custody and support of the minor or responsibility for the incompetent person's affairs.

Any payment the **Company** makes in good faith fully discharges liability to the extent of the payment made.

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## Time of Payment of Claims

Benefits payable under the Policy for any loss other than a loss for which the Policy provides any periodic payment, will be paid within thirty (30) working days of receipt of acceptable proof of loss. In the event a claim or any portion of a claim is delayed or denied, the **Insured Person** will be given written notice of the reason for delay or denial and a written itemization of any documents or other information necessary to process the claim or portions thereof which are not being paid. The **Company**, upon receipt of additional information requested from the **Insured Person**, will pay or deny the contested claim or portion of the contested claim within thirty (30) working days. If denied, the **Company** will provide written correspondence including the reasons for such denial.

The **Company's** failure to pay within such period shall entitle the **Insured Person** to interest at the rate of twelve percent (12%) per annum on the benefits due for failure to comply with this provision. Subject to the **Company's** receipt of due written proof of loss, all accrued benefits for loss for which the Policy provides periodic payment will be paid at the expiration of each month during the continuance of the period for which the **Company** is liable and any balance remaining unpaid upon termination of liability will be paid immediately upon receipt of such proof.

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## Payment of Claims to Foreign Employees

The **Policyholder** may, in a fiduciary capacity, receive and hold any benefits payable to an **Insured Person** whose place of employment is other than The United States of America or its territories.

The **Company** will not be responsible for the application or disposition by the **Policyholder** of any such benefits paid. The **Company's** payments to the **Policyholder** will constitute a full discharge of the **Company's** liability for those payments under the Policy.

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## Legal Actions

No action at law or in equity will be brought to recover benefits under the Policy less than ninety (90) days after satisfactory proof of loss has been furnished as required by the Policy. No such action will be brought after three (3) years from the time proof of loss is required to be furnished under the Policy.

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## Physical Examination and Autopsy

The **Company**, at its own expense, has the right and opportunity to examine the **Insured Person** when and as often as the **Company** may reasonably require while a claim is pending and to make an autopsy in case of death, where it is not prohibited by law.

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## Proof of Loss

Written proof of loss must be furnished to the **Company** within ninety (90) days after the date of the **Covered Loss**. In the case of a claim for loss of time for disability, written proof of such loss must be furnished to the **Company** within ninety (90) days after the commencement of the period for which the **Company** is liable. If the loss is one for which the Policy requires continuing eligibility for periodic benefit payments, subsequent written proofs of eligibility must be furnished at such intervals as may reasonably be required.

Failure to furnish proof within the time required neither invalidates nor reduces any claim if it was not reasonably possible to furnish proof within such time, provided such proof is furnished as soon as reasonably possible and in no event, except in the absence of legal capacity of the claimant, later than one year from the time proof is otherwise required. Any forms that may be required to be provided under this subsection may be provided in electronic or paper form.

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## ERISA Claims

The **Policyholder** agrees that the Policy constitutes its **Accident** plan document under the Employee Retirement Income Security Act of 1974, as amended (ERISA). The **Policyholder** designates the **Company**, or such person or persons, entity or entities, which the **Company** designates, as the claims fiduciary/claims administrator of its **Accident** plan and has delegated to the **Company**, or such person or persons, entity or entities, which the **Company** designates, discretionary, final and binding authority to make all determinations regarding claims for benefits under the plan, which is funded and insured by the Policy. This discretionary authority includes, but is not limited to, the determination of eligibility for coverage or benefits, the amount of any benefits due, and to construe and interpret the terms of the Policy. Benefits under this plan will be paid only if the **Company**, or such person or persons, entity or entities, which the **Company** designates, decides in its discretion that the claimant is entitled to them. The **Policyholder** agrees to comply with the disclosure and reporting requirements of ERISA regarding its **Accident** plan and the designation and authority as claims fiduciary/claims administrator as set forth above.

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## Recovery of Overpayment

If benefits are overpaid, the **Company** has the right to recover the amount overpaid by either of the following methods.

1. a request for lump sum payment of the overpaid amount; or
2. a reduction of any amounts payable under the Policy.

If there is an overpayment due when the **Insured Person** dies, the **Company** may recover the overpayment from the **Insured Person's** estate.

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## Section III: Premium Provisions

### Cancellation

The **Company** or the **Policyholder** may cancel this Policy, after the first Policy Term, or as of any Premium Due Date by giving the other party sixty (60) days advance written or authorized electronic notice. Any premium rate guarantee will not affect the **Company's** or the **Policyholder's** right to cancel this Policy. The **Policyholder** has the sole responsibility to notify **Insured Persons** of the cancellation. Cancellation by the **Company** will be for one of the following reasons:

1. non-payment of premium; or
2. the **Policyholder** has performed an act or practice constituting fraud, or made an intentional misrepresentation of material fact; or
3. the **Policyholder** has failed to comply with a material provision of the Policy related to **Policyholder** contribution; or
4. poor claims experience or overall case performance.

If a premium is not paid when due, the **Company** will cancel this Policy at the end of the last period for which premium was paid, subject to the Grace Period provision. Premium Due Dates are shown in the Schedule of Benefits.

Cancellation does not affect a claim for a **Covered Loss** when the **Covered Loss** occurs before the cancellation date.

We will send notice of cancellation to the **Policyholder** at Their last known address and via electronic means. When the notice is mailed or sent electronically, proof of mailing or electronic transmission will be considered proof of cancellation.

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### Grace Period

A Grace Period of sixty (60) days will be provided for the payment of any premium due after the first. During the Grace Period, the Policy shall continue in force, unless the **Policyholder** has given written notice of discontinuance in advance of the premium due date and in accordance with the terms of this Policy. If the required premium is not paid during the Grace Period, coverage will terminate on the last day of the grace period. The **Policyholder** will be liable for the payment of a pro rata premium for the time the Policy was in force during the Grace Period.

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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 plan and amounts of insurance in effect for **Insured Persons** and the premium mode selected, as shown in the Premium Summary section of this Policy. The **Company** will provide notifications of premiums due by mailing a notice to the last known address of the **Policyholder**, or sending such notice electronically to the **Policyholder**, or a designated agent of the **Policyholder**.

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### Premium Payment

The total premium paid by the **Policyholder** is the sum of premiums for all **Insured Persons**. The initial premium is due on the Policy Effective Date and each succeeding premium is due on the next succeeding Premium Due Date, as shown in the Premium Summary section of this Policy, unless the **Policyholder** and the **Company** agree to another mode of premium payment. Premiums are paid at the **Company's** Home Office or to the **Company's** 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.

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## Premium Rate Guarantee Period

Premium rates may be guaranteed for a designated period of time, as described in Section I of the Premium Summary. During this time, no change may be made to the premium unless one of the events stated in the Premium Rate Changes provision occurs.

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## Premium Rate Changes

**We** may change premium rates at the end of any Policy Term or any applicable Premium Rate Guarantee Period, with at least sixty (60) days advance notice mailed to the last known address of the **Policyholder** or delivered electronically to the **Policyholder**, or a designated agent of the **Policyholder**. **We** may change the premium rate during a Policy Term or during any applicable Premium Rate Guarantee Period if any one of the following occurs:

1. the terms of this Policy change; or
2. the number of **Insured Persons** increases or decreases by more than 10% since the later of the Policy Effective Date or the date of the last renewal of this Policy; or
3. coverage is reinstated following failure to pay premium during the Grace Period; or
4. an acquisition, merger, consolidation, divestiture, corporate reorganization or purchase or sale of assets affecting, increasing or decreasing by 10% or more the number of **Insured Persons**; or
5. a change in **Insured Persons** which would, on a manual rate basis, require a change of 10% or more in the premium charged for this Policy; or
6. a change in any federal or state law or regulation is enacted, adopted or amended to the extent it affects the **Company's** benefit obligations under this Policy; or
7. the **Policyholder** fails to provide sufficient information, as required by the **Company**, to confirm the adequacy of premiums and rates currently being paid; or

Any increase or decrease in rate will take effect on the date of the applicable change specified above. A pro rata adjustment will apply from the date of the change to the end of any period for which premium has been paid.

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## Premium Audit

The **Company** will have the right to audit books and records of the **Policyholder** at its place of business and during its regularly scheduled business hours, in order to determine the accuracy of premiums paid.

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## Reinstatement

This Policy may be reinstated if it lapsed for nonpayment of premium. Requirements for reinstatement are a written application of the **Policyholder** satisfactory to the **Company** and payment of all overdue premiums. Any premium accepted in connection with a reinstatement will be applied to a period for which premium was not previously paid.



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## Section IV: General Provisions

### Arbitration

In the event of a dispute under this Policy, either **We**, or the **Policyholder** may make a written demand for arbitration. In that case, **We** and the **Policyholder** will each select an arbitrator. The two (2) arbitrators will select a third. If They cannot agree within fifteen (15) days, then either **We**, or the **Policyholder**, may request that the choice of arbitrator be submitted to the American Arbitration Association. The arbitration will be held in the situs state of the **Policyholder**. Each participant shall bear the cost for arbitration and shall share equally in the cost of the umpire and the proceedings.

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### Assignment

The rights and benefits under the Policy may not be assigned and any attempt to assign will be void. This insurance may not be levied on, attached, garnished, or otherwise taken for a person's debts unless contrary to law.

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### Claims Experience

The **Company**, upon request, will provide the **Policyholder** with a complete record of the **Policyholder's** claims experience for this Policy. The claims experience information will be furnished within 30 days of the **Policyholder's** request, unless the information has been furnished to the **Policyholder** within the preceding six (6) months.

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### Clerical Error

Clerical error in keeping any records pertaining to the coverage, whether by the **Policyholder** or by the **Company**, will not invalidate coverage otherwise validly in force; nor continue coverage otherwise validly terminated, provided such clerical error is not prejudicial to the **Company** and is rectified promptly upon discovery. No error will continue the insurance of an **Insured Person** beyond the date it should end under the Policy terms. After an error is found, the **Company** will take appropriate action, which may include adjusting, collecting or refunding premium.

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### Conformity with State Statutes

Any provision in the Policy that is in conflict with the requirements of any state or federal law that apply to the Policy are automatically changed to satisfy the minimum requirements of such laws.

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### Entire Contract Changes

This Policy, including any endorsements; amendments; and attached papers; the Certificate, if any; and the signed application of the **Policyholder** is the entire contract between the **Policyholder** and the **Company**. A copy of the application, if any, of the **Policyholder** shall be attached to the Policy when issued. All statements made by the **Policyholder** or by an **Insured Person** are deemed representations and not warranties. No such statement will cause the **Company** to void the insurance under this Policy or be used as a defense of a claim, unless it is contained in a written application.

Valid changes to this Policy may be made at any time by an endorsement or amendment signed by **Us**. The **Company** may also, upon thirty-one (31) days written notice to the **Policyholder**, change or modify the provisions of this Policy to comply with any applicable requirements of the Internal Revenue Service and any state or other federal law or regulation. No agent may change this Policy or waive any of its provisions.

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## Examination of the Policy

This Policy will be available for inspection at the **Policyholder's** office during regular business hours.

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## Liberalization

If We adopt any changes:

1. within forty-five (45) days prior to the Policy Effective Date shown in the Insuring Agreement; or
2. during the Policy Period,

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

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## Misrepresentation and Fraud

This entire Policy will be void, whether before or after a loss, if the **Company** determines that the **Policyholder**; an **Insured Person**; or its Agent has concealed or misrepresented any material fact or circumstance concerning this Policy, including any claim or any case of fraud by the **Policyholder**; an **Insured Person**; Third Party Administrator; or other Agent relating to this Policy.

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## Misstatement of Fact

The **Company** has relied upon the underwriting information provided by the **Policyholder**; its Third Party Administrator; or other Agent in the issuance of this Policy. Should subsequent information become known which, if known prior to issuance of this Policy, would have affected the rates; deductibles; terms; or conditions for coverage, the **Company** will have the right to revise the rates; deductibles; terms; or conditions as of the Effective Date of issuance, by providing written notice to the **Policyholder**.

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## Noncompliance with Policy Requirements

Any express or implied waiver by the **Company** of any requirements of the Policy is not a continuing waiver of such requirements. Any failure by the **Company** to enforce any Policy provision will not be a waiver or amendment of that provision.

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## Non-renewal

**We** may non-renew this Policy by sending written notice at least thirty (30) days before the Expiration Date of the Policy Period shown in the Insuring Agreement.

**We** will send notice of non-renewal to the **Policyholder** at Their last known address and via electronic means. When the notice is mailed or sent electronically, proof of mailing or electronic transmission will be considered proof of non-renewal.

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## Policy Changes

No change in the Policy will be valid until approved by one of the **Company's** executive officers, and endorsed on or attached to the Policy. The **Company** may agree with the **Policyholder** to modify a plan of benefits without the **Insured Person's** consent.

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## Records

The **Policyholder** or its authorized Administrator will maintain the records of the **Insured Person's** insurance under the Policy. The **Company** will be permitted to examine the **Policyholder's** records relating to the insurance under the Policy at any reasonable time. The **Policyholder** is acting as an agent of the **Insured Person** for transactions relating to this insurance. The actions of the **Policyholder** will not be considered the actions of the **Company**.

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## Time Limit on Certain Defenses

The validity of the Policy will not be contested after it has been in force for at least two (2) years from the Policy Effective Date, except for non-payment of premium, misrepresentation or fraud.

After an **Insured Person** has been insured under the Policy for two (2) years during Their lifetime, no statement made by the **Insured Person**, except a fraudulent one, will be used to contest a claim under the Policy. The **Company** may only contest coverage if the misstatement is made in a written instrument signed by the **Insured Person** and a copy is given to the **Policyholder**, the **Insured Person**, Their beneficiary or personal representative.

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## Workers' Compensation

This Policy is not a Workers' Compensation policy. It does not provide Workers' Compensation benefits and does not satisfy any requirements for coverage by any Workers' Compensation Act or similar law.