

# Special Risk INSURANCE CERTIFICATE Issued by FEDERAL INSURANCE COMPANY FOR

## ACADEMY OF MODEL AERONAUTICS

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

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

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

Please Read This Certificate Carefully

#### **Table of Contents**

Insuring Agreement	3
Schedule Of Benefits	4
Hazards	7
Contract	8
I - Insurance	8
II - Eligibility	9
III - Extensions	9
IV - Maximum Payment for Multiple Losses and Multiple Benefits	. 10
V - Territory	. 10
VI - Exclusions.	. 10
VII - Definitions	. 12
VIII - General Provisions.	. 20
Endorsements	. 29

#### **Insuring Agreement**

#### **Section I**

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

**Policyholder's** Name and Address: ACADEMY OF MODEL AERONAUTICS 5151 E MEMORIAL DR MUNCIE, IN 47302

Policy Number: 9906-03-58

Issued by the stock insurance company

Effective Date: 01/01/2014 indicated below:

Anniversary Date: January 1 FEDERAL INSURANCE COMPANY

Incorporated under the laws of

**INDIANA** 

BTC5002

#### **Section II Policy Period**

#### **Policy Period**

From: 01/01/2014 To: 01/01/2015

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

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

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

#### **Schedule of Benefits**

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

Policyholder's Name:

ACADEMY OF MODEL AERONAUTICS

Issued by the stock insurance company indicated below:

FEDERAL INSURANCE COMPANY

Incorporated under the laws of INDIANA

BTC6000

#### **Section I - Insured Persons**

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

#### **Class Description**

1 All members of the policyholder in good standing, excluding park pilot members.

BTC6002

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

BTC6004

#### **Section II - Qualification Period**

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

#### **Section III - Hazards**

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

Class Hazard(s)

1 Covered Activities

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

BTC6010 (Ed. 7/06)

#### **Section IV - Benefits**

#### A) Principal Sum

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

Class Hazard Principal Sum

1 Covered Activities \$10,000

BTC6012

#### B) Accidental Death and Dismemberment Benefits:

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

#### Class(es)

All

Accidental:	Benefit Amounts (Percentage of Principal Sum)
Loss of Life	100%
Loss of Speech and Loss of Hearing	100%
Loss of Speech and one of Loss of Hand, Loss of Foot or Loss of Sight	
of One Eye	100%
Loss of Hearing and one of Loss of Hand, Loss of Foot or Loss of Sigh	t
of One Eye	100%
Loss of Hands (Both), Loss of Feet (Both), Loss of Sight or a combination	n
of any two of Loss of Hand, Loss of Foot or Loss of Sight of One Eye	100%
Loss of Hand, Loss of Foot or Loss of Sight of One Eye	
(Any one of each)	50%
Loss of Speech or Loss of Hearing	50%
Loss of Thumb and Index Finger of the same hand	25%
This <b>Benefit Amount</b> is subject to Section IV - Maximum Payment for M	Multiple Losses and Multiple
Benefits, of the certificate.	
BTC6016	

If **You** have multiple **Losses** as the result of one **Accident**, then **We** will pay only the single largest**Benefit Amount** applicable to the **Losses** suffered, as described in Section IV - Maximum Payment For Multiple Losses and Multiple Benefits of the certificate.

BTC6018

#### C) Additional Benefits

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

#### **Accident Medical Expense**

Class 1

Maximum Benefit Amount \$25,000

**Deductible** \$750

**Dental Benefit Amount \$250** 

The **Benefit Amounts** shown above for Dental are part of, and not in addition to, the **Maximum Benefit Amount** for **Accident Medical Expense**. Payment of these **Benefit Amounts** reduces and does not increase the **Benefit Amount** for **Accident Medical Expense**.

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

BTC6039

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

Class 1

	Benefit Amount (Percentage of
Loss of Use of:	Principal Sum)
One Hand or One Foot	25%
Both Hands or Both Feet or a combination of One hand and One Foot	50%
One Arm or One Leg	50%
Both Arms or Both Legs or a Combination of One Arm and One leg	75%
Both Arms and Both Legs	100%
Elimination Period365 days	

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

BTC6086

#### **Section V - Aggregate Limit of Insurance**

\$250,000 per **Accident** 

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

BTC6088

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

#### Hazards

#### **Covered Activity Hazard**

**Covered Activity Hazard** means all circumstances, subject to the terms and conditions of the policy, arising from and occurring while **You** are participating in **Covered Activity**.

Covered Activity means all those activities set forth below for which You are insured under the policy.

#### **Covered Activity:**

While engaged in hobby modeling activities involving model aircraft, model rockets, model cars, and model boats; including model operation and related activity, model construction, or maintenance, club site construction or maintenance, and participation in hobby events or shows.

#### Contract

#### **Section I - Insurance**

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

#### **Accidental Death and Dismemberment**

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

BTC5010

#### **Accident Medical Expense**

We will reimburse up to the Maximum Benefit Amount for Accident Medical Expense if Accidental Bodily Injury causes You or Your insured Dependent to first incur Medical Expenses for care and treatment of the Accidental Bodily Injury within ninety (90) days after an Accident. The Benefit Amount for Accident Medical Expense is payable only for Medical Expenses incurred within 365 day(s) after the date of the Accident causing the Accidental Bodily Injury. The Benefit Amount is subject to the Deductible and Maximum Benefit Amount as shown in Section IV-C of the Schedule of Benefits. The Benefit Amount for Accident Medical Expense is payable in addition to any other applicable Benefit Amounts under this policy.

Payment of the **Maximum Benefit Amount** for **Accident Medical Expense** is also subject to the following:

#### **Dental Benefit Amount**

If, due to **Accidental Bodily Injury**, **You** or **Your** insured **Dependent** require dental care and treatment, then **Our** payment for such treatment will not exceed the Dental **Benefit Amount**, shown in Section IV-C of the Schedule of Benefits.

In no event will **Our** total payments for **Your** or **Your** insured **Dependent's** dental care and treatment, physical therapy, orthopedic appliances, transportation and **Medical Expense** exceed the **Maximum Benefit Amount** for **Accident Medical Expense**, shown in Section IV-C of the Schedule of Benefits.

#### **Deductible**

The Deductible for **Accident Medical Expense**, shown in Section IV-C of the Schedule of Benefits, will be deducted from any **Benefit Amount** for **Accident Medical Expense** that **We** pay. This Deductible applies separately to **You** or **Your** insured **Dependent** and each **Accident**.

#### **Limitation on Accident Medical Expense**

The **Benefit Amount** for **Accident Medical Expense** does not apply to charges and services:

- 1) for which **You** have no obligation to pay;
- 2) for any injury where worker's compensation benefits, occupational injury benefits are payable;
- 3) for any injury occurring while fighting, except in self-defense;
- 4) for treatment that is educational, experimental or investigational in nature or that does not constitute accepted medical practice; or
- 5) for treatment by a person employed or retained by the **Policyholder**

6) for treatment involving conditions caused by **Repetitive Motion Injuries**, or cumulative trauma and not as the result of an **Accidental Bodily Injury**.

This insurance applies only to **Medically Necessary** charges and services. BTC5031IN

#### Total Loss of Use

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

BTC5076

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

#### **Eligibility**

**You** become insured under the policy if:

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

BTC5080

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

**Your** insurance becomes effective on the latest of:

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

BTC5082

#### **Termination of Your Insurance**

Your insurance automatically terminates on the earliest of:

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

BTC5084

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

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

#### **Disappearance**

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

#### **Exposure**

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

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

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

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

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

For the purposes of this provision the definition of **Loss** includes **Total Loss of Use**. BTC5092

#### **Section V - Territory**

This insurance applies worldwide.

BTC5094

#### **Section VI - General Exclusions**

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

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

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

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

BTC5095 (Ed. 7/06)

#### Aircraft Pilot or Crew

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

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

BTC5098 (Ed. 7/06)

#### **Disease or Illness**

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

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

BTC5102 (Ed. 7/06)

#### **Incarceration**

This insurance does not apply to any **Accident, Accidental Bodily Injury** or **Loss** caused by or resulting from, directly or indirectly any occurrence while **You** are incarcerated after conviction.

BTC5106

#### **Intoxication Exclusion**

This insurance does not apply to any **Accident, Accidental Bodily Injury** or **Loss** caused by or resulting from, directly or indirectly, **You** being intoxicated, at the time of an **Accident**. Intoxication is defined by the laws of the jurisdiction where such **Accident** occurs.

BTC5108

#### **Narcotic Exclusion**

This insurance does not apply to any **Accident, Accidental Bodily Injury** or **Loss** caused by or resulting from, directly or indirectly, **You** being under the influence of any narcotic or other controlled substance at the time of an **Accident**. This exclusion does not apply if any narcotic or other controlled substance is taken and used as prescribed by a **Physician**.

#### **Service in the Armed Forces**

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

BTC5116

#### **Suicide or Intentional Injury**

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

BTC5120

#### War

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

BTC5126IN

#### **Section VII - Definitions**

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

#### Accident or Accidental

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

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

#### Accidental Bodily Injury

Accidental Bodily Injury means bodily injury, which:

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

Accidental Bodily Injury does not mean a Repetitive Motion Injury.

BTC5602 (Ed. 7/06)

#### Actively at Work or Active Work

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

BTC5606

#### Benefit Amount

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

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

BTC5612

#### Class

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

#### **Company**

Company means FEDERAL INSURANCE COMPANY.

BTC5648

#### **Conveyance**

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

BTC5650

#### **Covered Activity**

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

#### Dependent Child

#### **Dependent Child** means **Your**:

- natural child from the moment of birth or an adopted child from the date of placement with You, without regard to financial dependency, marital status, attendance at an Institution of Higher Learning to age twenty four (24); or
- 2) grandchild, stepchild, blood relative or those under legal custody provisions who are financially dependent for 50% or more or their total support, regardless of residency, or enrollment at an **Institution of Higher Learning** to age twenty four (24)

The **Dependent Child** also includes a child classified as an **Incapacitated Dependent Child**.

A **Dependent Child** enrolled at an **Institution of Higher Learning** will be covered to age twenty five (25). BTC5662IN

#### Elimination Period

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

BTC5670

#### Full-time Employee

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

BTC5684

#### Hazard

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

BTC5696

#### **Hospital**

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

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

#### Immediate Family Member

#### **Immediate Family Member** means **Your**:

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

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

BTC5716

#### Incapacitated Dependent Child

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

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

BTC5718

#### *Institution of Higher Learning*

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

BTC5724

#### **Insured Person**

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

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

#### Leased Aircraft

**Leased Aircraft** means an aircraft not owned by the **Policyholder**, which is subject to a written lease agreement between the **Policyholder** and the lessor. The **Policyholder** uses the aircraft as it wishes for the term of the written lease agreement. The **Policyholder** cannot alter or sell the aircraft without the consent of the lessor. **Leased Aircraft** does not include aircraft which are chartered for single trips. BTC5730 (Ed. 7/06) (Ed. 7/06)

#### Loss

Loss means Accidental:

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

**Loss** must occur within one (1) year after the **Accident**. BTC5732

#### Loss of Foot

**Loss of Foot** means the complete severance of a foot through or above the ankle joint. **We** will consider such severance a **Loss of Foot** even if the foot is later reattached. If the reattachment fails and amputation becomes necessary, then **We** will not pay an additional **Benefit Amount** for such amputation. BTC5734

#### Loss of Hand

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

BTC5736

#### Loss of Hearing

**Loss of Hearing** means permanent, irrecoverable and total deafness, as determined by a **Physician**, with an auditory threshold of more than 90 decibels in each ear. The deafness cannot be corrected by any aid or device, as determined by a **Physician**. BTC5738

#### Loss of Life

**Loss of Life** means death, including clinical death, as determined by the local governing medical authority where such death occurs within 365 days after an **Accident**. BTC5740

#### Loss of Sight

**Loss of Sight** means permanent loss of vision. Remaining vision must be no better than 20/200 using a corrective aid or device, as determined by a **Physician**. BTC5742

#### Loss of Sight of One Eve

**Loss of Sight of One Eye** means permanent loss of vision of one eye. Remaining vision in that eye must be no better than 20/200 using a corrective aid or device, as determined by a **Physician**. BTC5744

#### Loss of Speech

**Loss of Speech** means the permanent, irrecoverable and total loss of the capability of speech without the aid of mechanical devices, as determined by a **Physician**. BTC5748

#### Loss of Thumb and Index Finger

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

BTC5750

#### Medical Expense

Medical Expense means the Reasonable and Customary Charges for Medical Services for the care and treatment of Accidental Bodily Injuries sustained in an Accident.

BTC5752

#### Medically Necessary

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

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

#### **Medical Services**

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

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

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

#### Operated Aircraft

**Operated Aircraft** means any aircraft not owned by the **Policyholder** but over which the **Policyholder** exercises control. **Operated Aircraft** includes an aircraft for which the **Policyholder** pays operating expenses. BTC5768

#### Other Plan

#### For Medical Services

Other Plan means any other group insurance or payment source for Medical Services, including any group insurance and group subscriber contract, uninsured group or group type coverage group coverage through health maintenance organizations and other prepayment group practice and individual practice plans, group health coverage, Medicare or other government benefits except Medicaid, including automobile insurance "fault" or "no-fault".

#### For Disability

**Other Plan** means disabilty insurance, worker's compensation insurance; or coverage provided or required by any law or statute, employer sick leave or salary continuation plan, or similar benefit provided or required by a governmental plan or program.

#### BTC5770IN

#### Owned Aircraft

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

#### Physician

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

- 1) **You**;
- 2) an Immediate Family Member.
- 3) the **Insured Person's** employer or business partner.
- 4) the policyholder.

BTC5782

#### <u>Policyholder</u>

**Policyholder** means the entity identified in the Insuring Agreement. BTC5786

#### **Primary Insured Person**

Primary Insured Person means a person who:

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

BTC5790

#### Principal Sum

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

BTC5792

#### **Proof of Loss**

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

BTC5794

#### Reasonable and Customary Charge

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

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

#### Repetitive Motion Injury

**Repetitive Motion Injury** means bursitis, stress fracture, strain, shin splints, Osgood Schlatter Disease, Chondromalacia, stress fractures, tendinitis and Carpal Tunnel Syndrome. BTC5609

#### Spouse

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

BTC5828

#### Total Loss of Use

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

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

as determined by a **Physician**, approved by **Us**. BTC5852

#### War

#### War means:

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

#### BTC5858IN

#### We, Us and Our

**We, Us and Our** means FEDERAL INSURANCE COMPANY. BTC5860

#### **Section VIII - General Provisions**

#### Addition of New Insured Persons

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

#### **Benefit Assignment**

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

BTC5154

#### **Beneficiary**

#### A) Designation

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

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

#### B) Change

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

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

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

#### C) Payment

The **Benefit Amount** for covered **Loss of Life** will be paid to the beneficiary designated by **You**. Any **Benefit Amount** payable due to the **Loss of Life** of a **Dependent Child** or for someone who is not capable of giving a valid release will be paid to the parent or guardian.

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

- 1) Your Spouse;
- 2) in equal shares to **Your** surviving children;
- 3) in equal shares to **Your** surviving parents;
- 4) in equal shares to **Your** surviving brothers and sisters;
- 5) **Your** estate.

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

BTC5158IN

#### Cancellation, Nonrenewal and Grace Period

#### A) Grace Period

The **Policyholder** is entitled to a grace period of forty-five (45) days from the premium due date for the payment of premium due. The policy will continue in force during the grace period. The grace period does not apply to the first premium payable during the policy term. Failure to pay the first premium on or before the due date will immediately terminate the policy as of inception. We are not required to provide notification of such termination.

BTC5160IN

#### B) Cancellation, Nonrenewal

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

We may cancel the policy, or any of its individual insurance benefits, if the **Policyholder** fails to pay the premium within the grace period of forty-five (45) days after the premium due date. We will send written notice stating the effective date of cancellation, which will be no earlier than thirty one (31) days after the premium due date.

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

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

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

The **Policyholder** is required to immediately provide notice of cancellation or nonrenewal to **You**.

BTC5162IN

#### Changes

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

BTC5166

#### **Concealment or Fraud**

Insurance under this policy is void if:

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

BTC5165

#### **Compliance by Policyholder and Insured Person**

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

#### **Coordination of Benefits**

This Coordination of Benefit provision does not apply to medical expenses resulting from disease or illness.

When **You** or **Your** insured **Dependent's** have coverage from more than one**Plan**, **We** coordinate benefits, with those benefits payable by all other plans so that payments from these plans are not duplicated. This coordination will be based on all **Allowable Expenses**. **We** will include in the calculation benefits a person could receive for which he or she did not apply.

**Allowable Expense** means those necessary reasonable and customary expenses, covered at least in part by one or more **Plans** for which **You** or **Your** insured **Dependent's** has coverage. When a **Plan** provides benefits as a service instead of a cash payment, the reasonable value of each service provided will be considered an **Allowable Expense** and a benefit paid by **This Plan**.

**Plan** means group insurance and group subscriber contacts; uninsured arrangements of group or group-type coverage; or group or group-type coverage through health maintenance organizations (HMOs) and other prepayment, group practice, and individual practice plans.

**Plan** includes medical benefits coverage in group, group-type, and individual automobile "no fault" and traditional automobile "fault" type contracts.

Plan may include Medicare or other governmental benefits, except a state plan under Medicaid.

**Plan** does not include the following:

Individual or family insurance contracts;

Individual or family subscriber contracts;

Individual or family coverage through health maintenance organizations.

Individual or family coverage under other prepayment, group practice, and individual practice plans.

Group or group-type hospital indemnity benefits of one hundred dollars (\$100) per day or less. School accident-type coverage covering grammar, high school, and college students for accidents only, including athletic injuries, either on a twenty-four (24) hour basis or on a to and from school basis.

A state plan under Medicaid, or plan when, by law, its benefits are in excess of those of any private insurance plan or other non-government plan.

Each contract or other arrangement for coverage is a separate **Plan**. Also, if an arrangement has two parts and COB rules apply only to one of the two, each of the parts is a separate **Plan**.

Primary Plan means a Plan which pays Allowable Expenses regardless of the existence of any other Plan.

Secondary Plan means any Plan which is not considered a Primary Plan.

**This Plan** means the medical or dental benefits provided by this policy.

**Claim Determination Period** means a calendar year. However, it does not include any part of a year during which a person has no coverage under **This Plan**, or any part of a year before the date this COB provision or a similar provision takes effect.

#### **Order of Benefit Rules**

To apply this provision **We** must first determine whether a**Plan** is considered a **Primary Plan** or a **Secondary Plan**. This is done by applying the Order of Benefit Rules in sequence. Once a **Plan** is determined to be a **Primary Plan** all other **Plans** are **Secondary Plans**.

A **Plan** is always considered a **Primary Plan** if it does not have a COB provision or has a COB provision which is different than this one.

When all **Plans** have the same COB provision, then the **Plan** which covers a person as an active employee is the **Primary Plan**.

The **Plan** which covers a **Dependent Spouse** as an active employee is the **Primary Plan**. If he or she has no coverage, then his or her spouse's **Plan** is the **Primary Plan**.

When parents are not separated or divorced, the **Plan** which covers the Child of the parent whose birthday falls earlier in the year is the **Primary Plan**. If, however the birthday of both parents fall on the same date, the **Plan** which covered the parent for the longer period of time becomes the **Primary Plan**. The parents' year of birth is not relevant in this determination.

When the other **Plan's** COB provision does not contain this rule, but instead has a rule based on the parent's gender, and as a result the **Plans** do not agree, then the **Plan** with "Gender Rule" becomes the **Primary Plan**.

When parents are separated or divorced, the **Plan** which covers the parent with custody of the Child is the **Primary Plan**. If that parent has no coverage then the **Plan** of that parent's spouse (the stepparent) becomes the **Primary Plan**. If neither of these parents have coverage, then the **Plan** of the parent without custody of the child becomes the **Primary Plan**.

This rule does not apply, however, when a court decree establishes financial responsibility for the child's health or dental care. Then the rule above will determine which **Plan** is the **Primary Plan**.

When a **Plan** covers a person as a laid off or retired employee, then that **Plan** is the **Secondary Plan** for that person as well as for their covered **Dependents**. When the other **Plan** does not have this rule and as a result the **Plans** do not agree then we ignore this rule.

When no rule described above determines an order of benefit payment th**Plan** which covers the person for the longest period of time becomes the **Primary Plan**.

When **This Plan** is the **Primary Plan We** pay **This Plan's** benefit as if all other **Plans** did not exist. When **This Plan** is a **Secondary Plan**, however we pay a reduced benefit which when added to the benefit paid by all other **Plans** will be no more than 100% of all **Allowable Expenses**.

As a **Secondary Plan We** apply only the actual reduced portion of the benefi**We** pay against any Maximum Benefit provision.

Additionally the difference between what **We** would have paid, had **We** not coordinated benefits and the amount of the benefit **We** do pay is accumulated by **Us**. **We** then use this accumulated amount to pay **Allowable Expenses** which are not covered by **This Plan**. This might include but is not limited to Deductibles, copayments, coinsurance amounts and other charges not paid.

In order to obtain all benefits available, an **Insured Person** must file a claim under each **Plan**. In any event no **Plan** is liable for more than the benefits it would have paid had a COB provision not been applied.

#### **Right to Information**

We have the right to decide what facts We need to coordinate benefits. We may get this information from or give them to any other Plan. We do not have to tell or get consent of any person to do this. If We request it an Insured Person must provide Us with any information We need to pay a claim.

#### **Payment Recovery**

If a **Plan** makes a payment which should have been paid by **This Plan**, **We** may reimburse the **Plan** which made the payment. This payment will then be treated as if it were a benefit paid by this **Plan** and will not be paid again.

Should **We** make a payment, however which is actually payable by another **Plan**, then **We** have the right to recover that excess amount from the person to whom the payments were made or from any other **Plan**.

#### **Claim Notice**

Written Claim Notice must be given to **Us** or any of **Our** brokers or appointed agents within twenty (20) days after the occurrence or commencement of any **Loss** covered by the policy or as soon as reasonably possible. Notice must include enough information to identify **You** and the **Policyholder**. Failure to give Claim Notice within twenty (20) days will not invalidate or reduce any otherwise valid claim if notice is given as soon as reasonably possible. BTC5170

#### Claim Forms

When **We** receive notice of a claim, **We** will send **You** or **Your** designee, within fifteen (15) days, forms for giving **Proof of Loss** to **Us**. If **You** or **Your** designee do not receive the forms, then **You** or **Your** designee should send **Us** a written description of the **Loss**. This written description should include information detailing the occurrence, type and extent of the **Loss** for which the claim is made. BTC5172

#### **Claim Proof of Loss**

For claims involving disability, complete **Proof of Loss** must be given to **Us** within ninety (90) days after commencement of the period for which **We** are liable. Subsequent written proof of the continuance of such disability must be given to **Us** at such intervals as **We** may reasonably require.

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

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

BTC5174IN

#### **Claim Payment**

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

For all benefits payable under this policy except those for disability, **We** will pay **You** or **Your** beneficiary the applicable **Benefit Amount** immediately after **We** receive complete **Proof of Loss**.

The **Benefit Amount** for covered **Loss of Life** will be paid to the beneficiary designated by **You**. Any **Benefit Amount** payable due to the **Loss of Life** of a **Dependent Child** or for someone who is not capable of giving a valid release will be paid to the parent or guardian.

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

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

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

BTC5176IN

#### Claim and Suit Cooperation

In the event of a claim under the policy, the **Policyholder**, **You**, if applicable, must fully cooperate with **Us** in **Our** handling of the claim, including, but not limited to, examinations under oath, the timely submission of all medical and other reports, production of all records and documents requested by **Us** and permission to make copies of such records or documents, and full cooperation with all physical examinations and autopsies that **We** may require. If **We** are sued in connection with a claim under this policy, then the **Policyholder**, **You** must fully cooperate with **Us** in the handling of such suit. The **Policyholder**, **You** must not, except at their own expense, voluntarily make any payment or assume any obligation in connection with any suit without **Our** prior written consent. BTC5178IN

#### **Entire Contract and Application**

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

BTC5182

#### **Governing Jurisdiction and Conformance With Statutes**

This policy is governed by the laws of the jurisdiction in which it is delivered to the **Policyholder**. Any terms of this policy which are in conflict with the applicable statutes, laws or regulations of the jurisdiction in which this policy is delivered are amended to conform to such statutes, laws or regulations. Any terms of a certificate which are in conflict with the applicable statutes, laws or regulations of the jurisdiction in which the certificate is delivered are amended to conform to the statutes, laws or regulations of the jurisdiction. BTC5184 (Ed. 7/06)

#### **Inadvertent Error**

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

An inadvertent error or clerical mistake by**Us** or by the **Policyholder** may be corrected upon discovery with notice by the **Policyholder** to **Us** or by **Us** to the **Policyholder**. BTC5186

#### **Legal Action Against Us**

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

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

BTC5190

#### Liberalization

If **We** adopt any changes:

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

BTC5192

#### **Physical Examination and Autopsy**

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

BTC5193

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

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

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

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

Nothing in this section will preclude **Us** from asserting at any time defenses based upon a claimant's ineligibility for insurance under the policy, or upon any other policy provision or condition. BTC5206

#### **Titles of Paragraphs**

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

#### **Workers' Compensation**

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

# NOTICE TO POLICYHOLDERS REGARDING FILING COMPLAINTS WITH THE DEPARTMENT OF INSURANCE

#### Questions regarding your Policy or coverage should be directed to:

Federal Insurance Company 202 Hall's Mill Road Whitehouse Station, New Jersey 08889 1 877 297 4225

If you (a) need the assistance of the governmental agency that regulates insurance; or (b) have a complaint you have been unable to resolve with your insurer you may contact the Department of Insurance by mail, telephone or email:

State of Indiana
Department of Insurance
Consumer Insurance Division
311 West Washington Street, Suite 300
Indianapolis, Indiana 46204

Consumer Hotline (800) 622 4461; (317) 232 2395

Complaints can be filed electronically at www.in.gov/idoi

4022

# NOTICE OF PROTECTION PROVIDED BY THE INDIANA LIFE AND HEALTH INSURANCE GUARANTY ASSOCIATION

This notice provides a brief summary of the Indiana Life and Health Insurance Guaranty Association ("ILHIGA") and the protection it provides for policyholders. ILHIGA was established to provide protection to policyholders in the unlikely event that your life, annuity or health insurance company becomes financially unable to meet its obligations. If this should happen, ILHIGA will typically arrange to continue coverage and pay claims, in accordance with Indiana law, with funding from assessments paid by other insurance companies.

#### **Basic Protections Currently Provided by ILHIGA**

Generally, an individual is covered by ILHIGA if the insurer was a member of ILHIGA <u>and</u> the individual lives in Indiana at the time the insurer is ordered into liquidation with a finding of insolvency. The coverage limits below apply only to companies placed in rehabilitation or liquidation on or after January 1, 2013.

#### **Life Insurance**

- \$300,000 in death benefits
- \$100,000 in cash surrender or withdrawal values

#### **Health Insurance**

- \$500,000 in basic hospital, medical and surgical or major medical insurance benefits
- \$300,000 in disability and long term care insurance
- \$100,000 in other types of health insurance

#### Annuities

- \$250,000 in present value of annuity benefits (including cash surrender or withdrawal values)
- \$5,000,000 for covered unallocated annuities

The maximum amount of protection for each individual, regardless of the number of policies or contracts, is \$300,000. Special rules may apply with regard to basic hospital, medical and surgical or major medical insurance benefits.

The protections listed above apply only to the extent that benefits are payable under covered policy(s). In no event will the ILHIGA provide benefits greater than those given in the life, annuity, or health insurance policy or contract. The statutory limits on ILHIGA coverage have changed over the years and coverage in prior years may not be the same as that set forth in this notice.

**Note:** Certain policies and contracts may not be covered or fully covered. For example, coverage does not extend to any portion(s) of a policy or contract that the insurer does not guarantee, such as certain investment additions to the account value of a variable life insurance policy or a variable annuity contract.

To learn more about the above protections provided by ILHIGA, please visit the ILHIGA website at <a href="https://www.inlifega.org">www.inlifega.org</a> or contact:

Indiana Life & Health Insurance Guaranty Association 8777 Purdue Road, Suite 360 Indianapolis, IN 46268 317-636-8204 Indiana Department of Insurance 311 West Washington Street, Suite 103 Indianapolis IN 46204 317-232-2385

The policy or contract that this notice accompanies might not be fully covered by ILHIGA and even if coverage is currently provided, coverage is (a) subject to substantial limitations and exclusions (some of which are described above), (b) generally conditioned on continued residence in Indiana, and (c) subject to possible change as a result of future amendments to Indiana law and court decisions.

Complaints to allege a violation of any provision of the Indiana Life and Health Insurance Guaranty Association Act must be filed with the Indiana Department of Insurance, 311 W. Washington Street, Suite 103, Indianapolis, IN 46204; (telephone) 317-232-2385.

Insurance companies and agents are not allowed by Indiana law to use the existence of ILHIGA or its coverage to encourage you to purchase any form of insurance. (IC 27-8-8-18(a)). When selecting an insurance company, you should not rely on ILHIGA coverage. If there is any inconsistency between this notice and Indiana law, Indiana law will control.

Questions regarding the financial condition of a company or your life, health insurance policy or annuity should be directed to your insurance company or agent.

4025

#### PRIVACY POLICY AND PRACTICES

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

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

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

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

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

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

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

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

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

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

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

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

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

#### Definitions.

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

Chubb & Son Inc. Executive Risk Indemnity Company

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

Chubb Custom Insurance Company Federal Insurance Company

Chubb Custom Market, Inc. Great Northern Insurance Company

Chubb Indemnity Insurance Company

Northwestern Pacific Indemnity Company

Chubb Insurance Company of New Jersey
Chubb Lloyds Insurance Company of Texas
Chubb Multinational Managers, Inc.
Chubb National Insurance Company
Chubb National Insurance Company
Vigilant Insurance Company

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

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

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

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



**Endorsement No. 4** Renewal

Effective Date : Policy Number:

01/01/2017 9906-03-58 ACADEMY OF MODEL Policyholder: AERONAUTICS Policy Period: 01/01/2017 to 01/01/2018

Name of Company: FEDERAL INSURANCE COMPANY

Issue Date: 11/10/2016

It is agreed that the Policy is amended as follows:

This Policy is renewed for a further period of 12 months beginning at 12:01 AM on 1/1/2017 and ending at 12:01 AM on 1/1/2018 standard time at the **Policyholder's** address as shown in the Insuring Agreement.

All other terms and conditions of the policy remain unchanged.

**Authorized Representative** 

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Federal Insurance Company 202 Hall's Mill Road Whitehouse Station, New Jersey 08889 1 877 297 4225

If you (a) need the assistance of the governmental agency that regulates insurance; or (b) have a complaint you have been unable to resolve with your insurer you may contact the Department of Insurance by mail, telephone or email:

State of Indiana Department of Insurance Consumer Insurance Division 311 West Washington Street, Suite 300 Indianapolis, Indiana 46204

Consumer Hotline (800) 622 4461; (317) 232 2395

Complaints can be filed electronically at www.in.gov/idoi

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#### **Basic Protections Currently Provided by ILHIGA**

Generally, an individual is covered by ILHIGA if the insurer was a member of ILHIGA and the individual lives in Indiana at the time the insurer is ordered into liquidation with a finding of insolvency. The coverage limits below apply only to companies placed in rehabilitation or liquidation on or after January 1, 2013.

#### Life Insurance

- \$300,000 in death benefits
- \$100,000 in cash surrender or withdrawal values

#### Health Insurance

- · \$500,000 in basic hospital, medical and surgical or major medical insurance benefits
- \$300,000 in disability and long term care insurance
- \$100,000 in other types of health insurance

#### Annuities

- \$250,000 in present value of annuity benefits (including cash surrender or withdrawal values)
- \$5,000,000 for covered unallocated annuities

The maximum amount of protection for each individual, regardless of the number of policies or contracts, is \$300,000. Special rules may apply with regard to basic hospital, medical and surgical or major medical insurance benefits.

The protections listed above apply only to the extent that benefits are payable under covered policy(s). In no event will the ILHIGA provide benefits greater than those given in the life, annuity, or health insurance policy or contract. The statutory limits on ILHIGA coverage have changed over the years and coverage in prior years may not be the same as that set forth in this notice.

Note: Certain policies and contracts may not be covered or fully covered. For example, coverage does not extend to any portion(s) of a policy or contract that the insurer does not guarantee, such as certain investment additions to the account value of a variable life insurance policy or a variable annuity contract.

To learn more about the above protections provided by ILHIGA, please visit the ILHIGA website at www.inlifega.org or contact:

Indiana Life & Health Insurance Guaranty Association 8777 Purdue Road, Suite 360 Indianapolis, IN 46268 317-636-8204 Indiana Department of Insurance 311 West Washington Street, Suite 103 Indianapolis IN 46204 317-232-2385

The policy or contract that this notice accompanies might not be fully covered by ILHIGA and even if coverage is currently provided, coverage is (a) subject to substantial limitations and exclusions (some of which are described above), (b) generally conditioned on continued residence in Indiana, and (c) subject to possible change as a result of future amendments to Indiana law and court decisions.

Complaints to allege a violation of any provision of the Indiana Life and Health Insurance Guaranty Association Act must be filed with the Indiana Department of Insurance, 311 W. Washington Street, Suite 103, Indianapolis, IN 46204; (telephone) 317-232-2385.

Insurance companies and agents are not allowed by Indiana law to use the existence of ILHIGA or its coverage to encourage you to purchase any form of insurance. (IC 27-8-8-18(a)). When selecting an insurance company, you should not rely on ILHIGA coverage. If there is any inconsistency between this notice and Indiana law, Indiana law will control.

4025



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

#### PRIVACY NOTICE

At Chubb, we respect the privacy of our customers and are committed to treating your personal information responsibly. Chubb has been serving the insurance needs of our customers for more than a century. To provide innovative products and services that respond to your insurance needs, Chubb collects certain personal information about you. This Privacy Notice describes how we collect, share and protect your personal information and applies to current and former customers. Key points include:

- We do not sell your personal information to anyone.
- We do not share your personal information with other companies that would use it for their own marketing purposes.
- We use safeguards to protect your personal information from unauthorized access, use or disclosure.
- · We require employees and service providers to maintain the confidentiality of your personal information
- We engage in limited information sharing practices that are permitted by law without requiring an opt out option
  to permit customers to limit personal information sharing and therefore no action is required by you.

#### What Personal Information Do We Collect?

Chubb collects personal information about you and the members of your household to conduct business operations, provide customer service, offer new products and satisfy legal and regulatory requirements. The type of personal information we collect depends on the financial product or service you have with us. We may collect the following categories of information about you:

- Information from you directly or from your agent, broker or automobile assigned risk plan, including information from applications, worksheets, questionnaires, claim forms or other documents (such as name, address, driver's license number, Social Security number and amount of coverage requested);
- Information about your transactions with us, our affiliates or others (such as products or services purchased, claims made, account balances and payment history);
- Information from a consumer reporting agency (such as motor vehicle reports);
- Information from other non-Chubb sources (such as prior loss information and demographic information);
- Information from visitors to our websites (such as that provided through online forms and collected through other website tools); and
- Information from an employer, benefit plan sponsor, benefit plan administrator or group master
  policyholder for any Chubb individual or group insurance product that you may have (such as
  name, address and amount of coverage requested).

As used in this notice, the term "personal information" means any personally identifiable information about you that is not publicly available and that we obtain in connection with providing a financial product or service to you.



#### How Do We Chubb may use and disclose the personal information we collect to: Use and Service, process or administer our business operations such as underwriting and claims; Disclose Market our products or services; Personal Detect or prevent fraud; or Information? Comply with regulatory requirements. The types of affiliated and non-affiliated third parties to whom we may disclose information for processing and servicing transactions include reinsurers, insurance agents or brokers, property and automobile appraisers, auditors, claim adjusters, third party administrators and, in the case of group insurance, employers, benefit plan sponsors, benefit plan administrators and group master policyholders. We may share personal information with our affiliates for their everyday business purposes. Chubb may also disclose personal information as otherwise required or permitted by law. For example, we may disclose information in response to a subpoena or to comply with an inquiry from a government agency or regulator. In addition, information we obtain from a report prepared by an insurance support organization may be retained by the insurance support organization and disclosed to other persons. Do We Share Chubb may disclose personal information to our affiliates and to non-affiliated third parties that perform with Service services for us, such as mailing your billing statements or marketing our products and services. We Providers and require companies that perform services for us to agree not to use or disclose your personal information except to perform the services for us. Where permitted by law, Chubb may disclose personal information Other Financial to other financial institutions with which we have joint marketing agreements that include confidentiality Institutions? and data safeguarding provisions. How Do We Chubb uses administrative, technical and physical safeguards to protect your personal information from unauthorized access, use or disclosure. We limit access to personal information to only those Protect Personal persons who have a legitimate business need to access the information. The people who have access to personal information, including employees of Chubb and its affiliates and non-employees performing business functions for Chubb, are under obligations to safeguard such information. Information? What About Under certain circumstances, we also collect personal health information about our customers, such Health as information regarding an accident, disability or injury, for underwriting or claim handling purposes. Information? Chubb does not disclose your personal health information for marketing purposes unless you expressly consent to our doing so. Can I Opt Out Or Limit The law permits certain types of disclosures without requiring an opt out option. Unlike some other companies, we do not disclose your personal information to non-affiliated third parties for their own marketing purposes. We also do not permit Chubb affiliates with whom you are not communicating Chubb's Sharing? or do not have any business relationship with to use your information to market to you. We similarly do not share information about your creditworthiness with our affiliates for their everyday business purposes. Because of the limited nature of Chubb's personal information sharing, Chubb is not required by law to offer an opt out option.



What Additional Rights Do I Have?	State law may give you additional rights with regard to your personal information, such as the right to access and correct information we have about you. Please see your policy for a description of such rights or contact our Privacy Office Customer Care Team using the contact information provided below.
What If I Have Questions?	If you have any questions about this notice or our practices with respect to personal information, please contact us by sending an email to privacyinquiries@chubb.com, calling our Privacy Office Customer Care Team at 1-800-258-2930 or mailing Privacy Inquiries, Chubb Group of Insurance Companies, 15 Mountain View Road, Warren NJ 07059.

Chubb Group of Insurance Companies (Chubb) is the marketing name used to refer to the insurance subsidiaries of The Chubb Corporation. This notice is being provided by the following Chubb companies to their consumer customers located in the United States: Chubb Custom Insurance Company, Chubb Indemnity Insurance Company, Chubb Insurance Company of New Jersey, Chubb Insurance Solutions Agency, Inc., Chubb Lloyds Insurance Company of Texas, Chubb National Insurance Company, Executive Risk Indemnity Inc., Executive Risk Specialty Insurance Company, Federal Insurance Company, Great Northern Insurance Company, Pacific Indemnity Company, Texas Pacific Indemnity Company and Vigilant Insurance Company. Last Revised 7/10/2015