

Special Risk INSURANCE CERTIFICATE Issued by FEDERAL INSURANCE COMPANY

FOR

THE FIREMEN'S ASSOCIATION OF THE STATE OF NEW YORK

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

Please Read This Certificate Carefully

BTC5000

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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:

THE FIREMEN'S ASSOCIATION OF THE STATE

OF NEW YORK

107 WASHINGTON AVENUE

ALBANY, NY 12210

Policy Number: 9907-32-31 Effective Date: 04/01/2013

Anniversary Date: 04/01/2013

Issued by the stock insurance company

indicated below:

FEDERAL INSURANCE COMPANY

Incorporated under the laws of

INDIANA

Section II Policy Period

Policy Period

From: 04/01/2013

To: 04/01/2014

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:

THE FIREMEN'S ASSOCIATION OF THE STATE OF NEW YORK

Issued by the stock insurance company indicated below:

FEDERAL INSURANCE COMPANY
Incorporated under the laws of
INDIANA

Section I - Insured Persons

The following are the Insured Persons under the policy:

Class	Description
1	All active US enrolled person members who are certified and on the roster of the Policyholder.
2	All active US enrolled person members who are certified and on the roster of the Policyholder
	while engaged in an Emergency Duty.

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

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

Section III - Hazards

The following are the Hazards for which insurance applies:

Class	Hazard(s)
1	Covered Activities
2	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**.

Section IV - Benefits

A) Principal Sum

The following are Principal Sums for each Class:

Class	Hazard	Principal Sum
1	Covered Activities	\$10,000
2	Covered Activities	\$20,000

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	nt				
of One Eye	100%				
Loss of Hands (Both), Loss of Feet (Both), Loss of Sight or a combination					
of any two of Loss of Hand, Loss of Foot or Loss of Sight of One Eye	100%				
Quadriplegia	100%				
Paraplegia	75%				
Hemiplegia	50%				
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%				
Uniplegia	25%				
Loss of Thumb and Index Finger of the same hand	25%				

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

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

C) Additional Benefits

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

Seat Belt and Occupant Protection Device

Class 1

Benefit Amount for Seat Belt \$1,000

Alternate Benefit Amount \$2,000

Benefit Amount for Occupant Protection Device \$1,000

Maximum Benefit Amount for Seat Belt and Occupant Protection Device \$2,000

Class 2

Benefit Amount for Seat Belt \$1,000

Alternate Benefit Amount \$2,000

Benefit Amount for Occupant Protection Device \$1,000

Maximum Benefit Amount for SeatBelt and Occupant Protection Device \$2,000

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

Section V - Aggregate Limit of Insurance

\$100,000 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**.

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:

Class 1 - 24 Hour Business and Pleasure: 24 Hour Business and Pleasure Hazard means all circumstances, subject to the terms and conditions of this policy, to which a **Primary Insured Person** may be exposed. Class 2 - While engaged in an Emergency Duty. Emergency Duty means participation in, including travel directly to and from, any fire suppression or emergency response; any rescue or emergency medical activity; any training exercise.

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

Seat Belt and Occupant Protection Device

We will pay the Benefit Amount for Seat Belt shown in Section IV-C of the Schedule of Benefits if You suffer an Accidental Bodily Injury resulting in a covered Loss of Life while You are operating or riding in a Private Passenger Automobile, and using a Seat Belt.

The **Seat Belt** must have been properly secured, and used in accordance with the recommendations of its manufacturer. If it cannot be determined whether **You** were using a **Seat Belt**, then the Alternate **Benefit Amount** for **Seat Belt**, shown in Section IV-C of the Schedule of Benefits, will be paid.

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

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

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

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

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

Section II - Eligibility, Effective Date and Termination

Eligibility

You become insured under the policy if:

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

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.

Termination of Your Insurance

Your insurance automatically terminates on the earliest of:

- 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.

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.

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**.

Section V - Territory

This insurance applies worldwide.

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
- operated by an employee of the Policyholder on the Policyholder's behalf.

Aircraft Pilot or Crew

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

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

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.

Illegal Acts

This insurance does not apply to any **Accident, Accidental Bodily Injury** or **Loss** caused by or resulting from, directly or indirectly, **Your** commission or attempted commission of a felony or to which a contributing cause was **You** being engaged in an illegal occupation.

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.

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 at the time of an **Accident**. This exclusion does not apply if any narcotic 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.

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.

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**.

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

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.

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.

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**.

Class

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

Company

Company means FEDERAL INSURANCE COMPANY.

Conveyance

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

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

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

If a **Dependent Child** under the age of twenty five (25) is enrolled as a full-time student and is unable to continue as a full-time student due to a medical condition, coverage will continue in force for twelve (12) months from the date the **Dependent Child** is no longer a full-time student or until the **Dependent Child** attains the age of twenty five (25), whichever occurs first. The **Dependent Child**'s treating physician must certify that the withdrawal as a full-time student is medically necessary.

Domestic Partner

Domestic Partner means a person designated by **You** who is registered as a Domestic Partner or legal equivalent under laws of the governing jurisdiction or who:

- 1) is at least 18 years of age and competent to enter into a contract;
- 2) is not related to You by blood;
- 3) has exclusively lived with You for at least twelve (12) months prior to the date of enrollment:
- 4) is not legally married or separated; and
- 5) as of the date of enrollment, has with You at least two (2) of the following financial arrangements:
 - a) a joint mortgage or lease;
 - b) a joint bank account;
 - joint title to or ownership of a motor vehicle or status as a joint lessee on a motor vehicle lease; or
 - d) a joint credit card account with a financial institution.

Neither You nor the Domestic Partner can be married to, nor in a civil union with, anyone else.

Full-time Employee

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

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.

Hemiplegia

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

Immediate Family Member

Immediate Family Member means Your:

- 1) Spouse or Domestic Partner;
- 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 or Domestic Partner'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.

Incapacitated Dependent Child

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

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

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.

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. (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 Eve Quadriplegia Paraplegia

Hemiplegia

Loss of Speech

Uniplegia

Loss of Thumb and Index Finger

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

Loss of Foot

Loss of Foot means the total and permanent loss of function of a foot. In the event of complete severance 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 amoutation.

Loss of Hand

Loss of Hand means total and permanent loss of function of a hand as determined by a Physician. In the event of complete severance, as determined by a **Physician**, at or above the metacarapal phalangeal joints of at least four (4) fingers 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.

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.

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.

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.

Loss of Sight of One Eye

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

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**.

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.

Occupant Protection Device

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

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.

Owned Aircraft

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

Paraplegia

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

Physician

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

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

Policyholder

Policyholder means the entity identified in the Insuring Agreement.

Primary Insured Person

Primary Insured Person means a person who:

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

Principal Sum

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

Private Passenger Automobile

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

Proof of Loss

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

Quadriplegia

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

Repetitive Motion Injury

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

Seat Belt

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

Spouse

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

Uniplegia

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

War

War means:

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

We, Us and Our

We, Us and Our means FEDERAL INSURANCE COMPANY.

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.

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.

Arbitration

In the event of a dispute under the policy, either **We**, **You**, or in the event of **Your Loss of Life**, **Your** beneficiary, may make a written demand for arbitration. Upon **Your** consent to proceed with arbitration, **We**, **You**, or in the event of **Your Loss of Life**, **Your** beneficiary, will each select an arbitrator. The two arbitrators will select a third. If they cannot agree within fifteen (15) days, then either **We** or **You**, or in the event of **Your Loss of Life**, **Your** beneficiary, may request that the choice of arbitrator be submitted to the American Arbitration Association. The arbitration will be held in the **State** of **Your** principal residence.

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

Arbitration in no way prevents the rights pursuant to New York Insurance Law, section 3221(a)(14).

Beneficiary

A) Designation

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

- in writing:
- 2) filed with the Policyholder; and

- 3) provided to Us at the time of claim; or
- 4) at such other time as We may require

B) Change

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

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

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

C) Payment

The **Benefit Amount** for covered **Loss of Life** will be paid to the beneficiary designated by **You**. Any **Benefit Amount** payable due to the **Loss of Life** of a **Dependent Child** will be paid to the **Primary Insured Person**, absent any beneficiary designation by the **Dependent Child**.

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

- Your Spouse or Domestic Partner;
- 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;
- Your estate

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

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

Cancellation, Nonrenewal and Grace Period

A) Grace Period

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

B) Cancellation, Nonrenewal

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

We may cancel the policy, or any of its individual insurance benefits, if the **Policyholder** fails to pay the premium within the grace period of thirty one (31) days after the premium due date, except for the first

premium due during the Policy Period. We will send written notice stating the effective date of cancellation, which will be no earlier than thirty one (31) days after the premium due date.

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

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

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

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

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.

Concealment or Fraud

Insurance under this policy is void if:

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

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.

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.

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.

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.

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.

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.

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

Claim External Appeal

I. INSURED PERSON'S RIGHT TO AN EXTERNAL APPEAL

Under certain circumstances, an **Insured Person** has a right to an external appeal of a denial of coverage. Specifically, if **We** have denied coverage on the basis that the service is not medically necessary or is an experimental or investigational treatment, the **Insured Person** or his or her representative may appeal that decision to an external appeal agent, an independent entity certified by the State to conduct such appeals.

II. INSURED PERSON'S RIGHT TO APPEAL A DETERMINATION THAT A SERVICE IS NOT MEDICALLY NECESSARY

If **We** have denied coverage on the basis that the service is not medically necessary, the **Insured Person** may appeal to an external appeal agent if the following two (2) criteria are satisfied:

- 1) The service, procedure, or treatment must otherwise be a covered benefit under the Policy; and
- 2) The Insured Person must have received a final adverse determination through Our internal appeal process and We must have upheld the denial or We and the Insured Person must agree to waive any internal appeal.

III. INSURED PERSON'S RIGHT TO APPEAL A DETERMINATION THAT A SERVICE IS EXPERIMENTAL OR INVESTIGATIONAL

If an **Insured Person** has been denied coverage on the basis that the service is an experimental or investigational treatment, such **Insured Person** must satisfy the following two (2) criteria:

- 1) The service must otherwise be a covered benefit under this Policy; and
- 2) The Insured Person must have received a final adverse determination through the Our internal appeal process and We must have upheld the denial or We and the Insured Person must agree in writing to waive any internal appeal.

In addition, the **Insured Person's** attending physician must certify that such **Insured Person** has a life-threatening or disabling condition or disease. A "life-threatening condition or disease" is one which, according to the current diagnosis of the attending physician, has a high probability of death. A "disabling condition or disease" is any medically determinable physicial or mental impairment that can be expected to result in death, or that has lasted or can be expected to last for a continuous period of not less than twelve (12) months, which renders the **Insured Person** unable to engage in any substantial gainful activities. In

the case of a child under the age of eighteen (18), a "disabling condition or disease" is any medically determinable physical or mental impairment of comparable severity.

The **Insured Person's** attending physician must also certify that the life-threatening or disabling condition or disease is one for which standard health services are ineffective or medically inappropriate or one for which there does not exist a more beneficial standard service or procedure covered by the Policy or one for which there exists a clinical trial (as defined by law).

In addition, the **Insured Person's** attending physician must have recommended one of the following:

- A service, procedure or treatment that two (2) documents from available medical and scientific
 evidence indicate is likely to be more beneficial to the **Insured Person** than any standard
 covered service (only certain documents will be considered in support of this recommendation
 the attending physician should contact the State in order to obtain current information as to
 what documents will be considered or acceptable); or
- A clinical trial for which the **Insured Person** is eligible (only certain clinical trials can be considered).

For purposes of this section, the attending physician must be a licensed, board-certified or board eligible physician qualified to practice in the area appropriate to treat the **Insured Person's** life-threatening or disabling condition or disease.

IV. THE EXTERNAL APPEAL PROCESS

If, through **Our** internal appeal process, the **Insured Person** has received a final adverse determination upholding a denial of coverage on the basis that the service is not medically necessary or is an experimental or investigational treatment, the **Insured Person** has forty-five (45) days from receipt of such notice to file a written request for an external appeal. If **We** and the **Insured Person** have agreed in writing to waive any internal appeal, the **Insured Person** has forty-five (45) days from receipt of such waiver to file a written request for an external appeal. **We** will provide an external appeal application with the final adverse determination issued through **Our** internal appeal process or **Our** written waiver of an internal appeal.

The **Insured Person** may also request an external appeal application from the New York State Insurance Department at 1-800-400-8882. Submit the completed application to the Insurance Department at the address indicated on the application. If the **Insured Person** satisfies the criteria for an external appeal, the State will forward the request to a certified external appeal agent.

The **Insured Person** will have an opportunity to submit additional documentation with his or her request. If the external appeal agent determines that the information submitted represents a material change from the information on which **We** based **Our** denial, the external appeal agent will share this information with Us in order for Us to exercise **Our** right to reconsider **Our** decision. If **We** choose to exercise this right, **We** will have three (3) business days to amend or confirm **Our** decision. Please note that in the case of an expedited appeal (described below), **We** do not have a right to reconsider **Our** decision.

In general, the external appeal agent must make a decision within thirty (30) days of receipt of the **Insured Person's** completed application. The external appeal agent may request additional information from the **Insured Person**, the **Insured Person's** physician, or **Us**. If the external appeal agent requests additional information, it will have five (5) additional business days to make its decision. The external appeal agent must notify the **Insured Person** in writing of its decision within two (2) business days.

If the **Insured Person's** attending physician certifies that a delay in providing the service that has been denied poses an imminent or serious threat to such **Insured Person's** health, the **Insured Person** may request an expedited external appeal. In that case, the external appeal agent must make a decision within three (3) days of receipt of the completed application. Immediately after reaching a decision, the external appeal agent must try to notify the **Insured Person** and Us by telephone or facsimile of that decision. The external appeal agent must also notify the **Insured Person** in writing of its decision.

If the external appeal agent overturns **Our** decision that a service is not medically necessary or approves coverage of an experimental or investigational treatment, **We** will provide coverage subject to the other terms and conditions of this Policy. Please note that if the external appeal agent approves coverage of an experimental or investigational treatment that is part of a clinical trial, **We** will only cover the costs of services required to provide treatment to the **Insured Person** according to the design of the trial. **We** shall not be responsible for the costs of investigational drugs or devices, the costs of non-health care services, the costs of managing research, or costs which would not be covered under this subscriber contract for non-experimental or non-investigational treatments provided in such clinical trial.

The external appeal agent's decision is binding on both the **Insured Person** and **Us**. The external appeal agent's decision is admissible in any court proceeding.

V. INSURED PERSON'S RESPONSIBILITIES

It is the Insured Person's RESPONSIBILITY to initiate the external appeal process. The Insured Person may initiate the external appeal process by filing a completed application with the New York State Insurance Department. The Insured Person may appoint a representative to assist with the Insured Person's external appeal request, however, the Insurance Department may contact the Insured Person and request that the Insured Person confirm in writing that he or she has appointed such representative.

Under New York State law, the Insured Person's completed request for appeal must be filed within forty-five (45) days of either the date upon which the Insured Person receives written notification from Us that We have upheld a denial of coverage or the date upon which the Insured Person receives a written waiver of any internal appeal. We have no authority to grant an extension of this deadline.

COVERED SERVICES/EXCLUSIONS

In general, **We** do not cover experimental or investigational treatments. However, **We** shall cover an experimental or investigational treatment approved by an external appeal agent. If the external appeal agent approves coverage of an experimental or investigational treatment that is part of a clinical trial, **We** will only cover the costs of services required to provide treatment to the **Insured Person** according to the design of the trial. **We** shall not be responsible for the costs of investigational drugs or devices, the costs of non-health care services, the costs of managing research, or costs which would not be covered under this Policy for non-experimental or non-investigational treatments provided in such clinical trial.

Claim and Suit Cooperation

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

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.

Examination Under Oath

We have a right to examine under oath, as often as We may reasonably require, You, the Policyholder or the beneficiary. We may also require You, the Policyholder or the beneficiary to provide a signed description of the circumstances surrounding the Loss and their interest in the Loss. You, the Policyholder and the beneficiary will also produce all records and documents requested by Us and will permit Us to make copies of such records or documents.

Governing Jurisdiction and Conformance With Statutes

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

Inadvertent Error

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

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

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.

Liberalization

If We adopt any changes:

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

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

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.

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.

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.

Workers' Compensation

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

PRIVACY POLICY AND PRACTICES

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

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

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

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

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

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

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

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

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

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

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

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

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

Definitions.

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

Chubb & Son Inc. Executive Risk Indemnity Company

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

Chubb Custom Insurance Company Federal Insurance Company

Chubb Custom Market, Inc. Great Northern Insurance Company

Chubb Indemnity Insurance Company Northwestern Pacific Indemnity Company

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

Chubb Multinational Managers, Inc.

Texas Pacific Indemnity Company

Texas Pacific Indemnity Company

Chubb National Insurance Company Vigilant Insurance Company

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

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

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

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