

CHUBB®

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Business Travel Accident  
INSURANCE CERTIFICATE  
Issued by  
FEDERAL INSURANCE COMPANY  
FOR  
TORCON, INC.

**THIS CERTIFICATE OF INSURANCE IS SUBJECT TO THE LAWS OF THE STATE OF NEW JERSEY**

Chubb Underwriting Office: FEDERAL INSURANCE COMPANY  
202B Hall's Mill Road  
P.O. Box 1650  
Whitehouse Station, New Jersey 08889-1650

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

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

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**Please Read This Certificate Carefully**

BTC5000NJ-A

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BTC5001

## Insuring Agreement

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### Section I

*Chubb*  
202B Hall's Mill Road, P.O. Box 1650  
Whitehouse Station, New Jersey 08889-1650

**Policyholder's** Name and Address:

TORCON, INC.  
328 Newman Springs Rd  
Red Bank , NJ 07701  
Policy Number: 9905-08-54  
Effective Date: 01/28/2017  
Anniversary Date: January 28

*Issued by the stock insurance company  
indicated below:*

**FEDERAL INSURANCE COMPANY**  
*Incorporated under the laws of*  
INDIANA

BTC5002

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### Section II Policy Period

#### Policy Period

From: 01/28/2017 To: 01/28/2020  
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.

BTC5004

## Schedule of Benefits

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*Chubb Group of Insurance Companies  
202B Hall's Mill Road, P.O. Box 1650  
Whitehouse Station, New Jersey 08889-1650*

**Policyholder's Name:**  
TORCON, INC.

*Issued by the stock insurance company  
indicated below:*

**FEDERAL INSURANCE COMPANY**  
*Incorporated under the laws of  
INDIANA*

BTC6000

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### Section I - Insured Persons

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

| <b>Class</b> | <b>Description</b>   |
|--------------|--|
| 3            | All other active full-time employees as on file with the Policyholder. |

BTC6002

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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.

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### 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  
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### Section III - Hazards

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

| <b>Class</b> | <b>Hazard(s)</b>              |
|--------------|-------------------------------|
| 3            | 24 Hour Business and Pleasure |

BTC6010 (Ed. 7/06)

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## Section IV - Benefits

### A) Principal Sum

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

| <b>Class</b> | <b>Hazard</b>                 | <b>Principal Sum</b> |
|--------------|-------------------------------|----------------------|
| 3            | 24 Hour Business and Pleasure | \$250,000            |

BTC6012

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### 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:**

|   | <b>Benefit Amounts (Percentage of Principal Sum)</b> |
|---|--|
| <b>Loss of Life</b>   | 100%   |
| <b>Loss of Speech and Loss of Hearing</b>   | 100%   |
| <b>Loss of Speech and one of Loss of Hand, Loss of Foot or Loss of Sight of One Eye</b>   | 100%   |
| <b>Loss of Hearing and one of Loss of Hand, Loss of Foot or Loss of Sight of One Eye</b>  | 100%   |
| <b>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</b> | 100%   |
| <b>Quadriplegia</b>   | 100%   |
| <b>Paraplegia</b>   | 75%  |
| <b>Hemiplegia</b>   | 50%  |
| <b>Loss of Hand, Loss of Foot or Loss of Sight of One Eye (Any one of each)</b>   | 50%  |
| <b>Loss of Speech or Loss of Hearing</b>  | 50%  |
| <b>Uniplegia</b>  | 25%  |
| <b>Loss of Thumb and Index Finger of the same hand</b>  | 25%  |

This **Benefit Amount** is subject to Section IV - Maximum Payment for 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:

#### **Carjacking**

##### **Class 3**

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

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

BTC6024

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

##### **Class 3**

**Maximum Benefit Amount** Unlimited

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

**Family Travel Expense**

(**Maximum Per Day**) \$100

(**Maximum Number of Days**) 5

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

BTC6056 (Ed. 7/06)

#### **Rehabilitation Expense**

##### **Class 3**

**Benefit Amount** 2% of the **Principal Sum** up to a maximum of \$20,000

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

BTC6074

#### **Seat Belt**

##### **Class 3**

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

**Alternate Benefit Amount** \$2,000

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

BTC6078

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

\$10,000,000 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**.

BTC6088NJ

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

BTC6090

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## Hazards

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### **24 Hour Business and Pleasure Hazard**

**24 Hour Business and Pleasure Hazard** means all circumstances, subject to the terms and conditions of the policy, to which **You** may be exposed.

BTC5513NJ

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## Contract

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### 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:

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#### Accidental Death and Dismemberment

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

BTC5010

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#### Carjacking

We will pay the **Benefit Amount** for **Carjacking**, shown in Section IV-C of the Schedule of Benefits, if **You** suffer a covered **Loss** resulting from **Accidental Bodily Injury** due to **Carjacking**.

The **Benefit Amount** for **Carjacking** is payable in addition to any other applicable **Benefit Amounts** under the policy.

BTC5016

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#### Medical Evacuation and Repatriation

If **Your Accidental Bodily Injury**, disease or illness occurs while insured under a **Hazard** and requires **Your Medical Evacuation** or **Repatriation** while **You** are on a covered trip, then **We** will pay the **Covered Expenses** for such **Medical Evacuation** or **Repatriation** up to the **Benefit Amount** for **Medical Evacuation and Repatriation**, shown in Section IV-C of the Schedule of Benefits. The **Benefit Amount** for **Medical Evacuation and Repatriation** is payable in addition to any other **Benefit Amounts** under the policy.

This insurance applies only if the covered trip:

- 1) is more than 100 miles from **Your** primary residence; and
- 2) lasts no more than 180 consecutive days.

The **Medical Evacuation** or **Repatriation** must be ordered by a **Physician**, who certifies that the **Medical Evacuation** or **Repatriation** is necessary to prevent death or serious deterioration of **Your** medical condition. The **Medical Evacuation** or **Repatriation** must be approved and arranged by **Our Assistance Services Administrator**.

If **Your Accidental Bodily Injury**, disease or illness occurs during an insured **Hazard** and requires **Emergency Medical Treatment** while **You** are on a covered trip, then **We** will guarantee payment of the **Hospital Admission Guaranty** incurred for such **Emergency Medical Treatment** up to the **Benefit Amount** for **Hospital Admission Guaranty**, shown in Section IV-C of the Schedule of Benefits. The **Assistance Services Administrator** must approve the **Hospital Admission Guaranty**.

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

- 1) **You** are confined to a **Hospital**; and
- 2) the **Hospital** is at least seventy-five (75) miles from **Your** permanent residence; and
- 3) all transportation arrangements for an **Immediate Family Member** are made by **Our Assistance Services Administrator** and are by the most direct and economical route.

If **Your Accidental Bodily Injury**, disease or illness occurs during an insured **Hazard** and requires a **Hospital** stay for more than five (5) day(s) while **You** are on a covered trip, then **We** will pay for an accompanying **Dependent Child** to return to his or her primary residence. All transportation arrangements must be made by **Our Assistance Services Administrator** and shall be by the most direct and economical route.

The **Benefit Amounts** for Hospital Admission Guaranty, and Family Travel Expense, are part of, and not in addition to, the **Maximum Benefit Amount** for **Medical Evacuation and Repatriation**. In no event will **We** pay more than the **Maximum Benefit Amount** for **Medical Evacuation** or **Repatriation** shown in Section IV-C of the Schedule of Benefits.

With respect to **Medical Evacuation and Repatriation** only, the Disease or Illness Exclusion in Section VI - General Exclusions of the certificate does not apply.

BTC5046NJ (Ed. 7/06)

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### **Rehabilitation Expense**

**We** will reimburse **Rehabilitation Expense** up to the **Benefit Amount** for **Rehabilitation Expense**, shown in Section IV-C of the Schedule of Benefits, if **Accidental Bodily Injury** causes **You** to suffer a covered **Loss** which:

- 1) prevents **You** from performing all the duties of **Your** regular occupation; and
- 2) requires **You** to obtain **Rehabilitation**, as determined by a **Physician** approved by **Us**.

The **Benefit Amount** for **Rehabilitation Expense** is payable in addition to any other applicable **Benefit Amounts** under the policy. **We** will pay the **Benefit Amount** for **Rehabilitation Expense** to **You** or the provider at **Your** request. In no event will **We** pay more than the **Benefit Amount** for **Rehabilitation Expense** shown in Section IV-C of the Schedule of Benefits.

**We** will pay the **Benefit Amount** for **Rehabilitation Expense** until the earlier of the date on which:

- 1) the total **Rehabilitation Expense Benefit Amount**, shown in Section IV-C of the Schedule of Benefits, has been paid; or
- 2) two (2) years have elapsed from the date of the **Accidental Bodily Injury**; or
- 3) **You** die.

BTC5066NJ

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### **Seat Belt**

**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.

Verification of actual use of the **Seat Belt** at the time of an **Accident** must be part of an official report of such **Accident** or be certified, in writing, by an investigating officer.

The **Benefit Amount** for **Seat Belt** is payable in addition to any other applicable **Benefit Amounts** under the policy.

BTC5068NJ

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

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## 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

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## 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**.

BTC5082NJ

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## 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**.

BTC5084NJ

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## Section III - Extensions Of Insurance

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

### Disappearance

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

### Exposure

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

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

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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**.

BTC5092

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## **Section V - Territory**

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This insurance applies worldwide.

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## **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.**

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### **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)

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### **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

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### **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

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## 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

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## Trade Sanctions

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

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

BTC5122

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## War

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

BTC5126

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## Section VII - Definitions

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

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### *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.

BTC5600

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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)

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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

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Assistance Services Administrator

**Assistance Services Administrator** means the organization that contracts with the **Company** to provide **Medical Evacuation** and **Repatriation** services to **You**.

BTC5610

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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

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Business Travel

**Business Travel** means travel by **You** that is:

- 1) away from **Your** regular place of employment;
- 2) at the authorization, direction of the **Policyholder**; and
- 3) on the **Policyholder's** business;

**Business Travel** does not include **Commutation**.

BTC5622NJ (Ed. 7/06)

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Carjacking

**Carjacking** means **Your** unlawful forced removal or detention while operating or riding as a passenger in, boarding or alighting from, a **Private Passenger Automobile** during the theft or attempted theft of such **Private Passenger Automobile**. The **Carjacking** must be confirmed in writing by a police report in the jurisdiction where the **Loss** occurs.

BTC5626

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Class

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

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Company

**Company** means FEDERAL INSURANCE COMPANY.  
BTC5648

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Conveyance

**Conveyance** means any motorized craft, vehicle or mode of transportation licensed or registered by a governmental authority with competent jurisdiction.  
BTC5650

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Covered Expenses

- 1) With respect to **Medical Evacuation, Covered Expenses** means the cost for:
  - 1) a land, water or air **Conveyance**, required to transport **You** during a **Medical Evacuation**. Special transportation by, but not limited to, air ambulances, land ambulances and private motor vehicles must:
    - a) be recommended by an attending **Physician**; and
    - b) comply with the standard regulations of the **Conveyance** transporting **You**.  
  
The means of transportation that is best suited to accommodate **You**, based on the seriousness of **Your** condition, will be used.
  - 2) medical supplies and services which are:
    - a) ordered or prescribed by an attending **Physician**; and
    - b) are, in the opinion of an attending **Physician**, necessarily incurred in connection with **Your Medical Evacuation**.
- 2) With respect to **Repatriation, Covered Expenses** means the cost for:
  - 1) **Your Repatriation**; and
  - 2) medical supplies and services which:
    - a) are ordered or prescribed by an attending **Physician**; and
    - b) are, in the opinion of an attending **Physician**, necessarily incurred in connection with **Your Repatriation**; and
    - c) are necessary for embalming, cremation, transportation and purchase of a shipping container as required by applicable law or regulation.

With respect to **Medical Evacuation** and **Repatriation**, all transportation arrangements made for **You** will be by the most direct and economical route. All **Covered Expenses** must be arranged and approved by the **Assistance Service Administrator**.

**Covered Expenses** do not include those expenses incurred by **You** for **Accidental Bodily Injury**, illness or disease, which occurs while **You** are:

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

BTC5654

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### Dependent Child

**Dependent Child** means **You** 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:

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

BTC5662NJ

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### Domestic Partner

**Domestic Partner** means a person designated by **You** who:

- A) has executed an affidavit of Domestic Partnership with the state of New Jersey;
- B) is registered as a Domestic Partner;
- C) is in a civil union or legal equivalent under laws of any jurisdiction; or
- D) who meets the following requirements:
  - 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 six (6) 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;
    - c) 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 **Your Domestic Partner** can be married to, nor be in a civil union with anyone else.

BTC5666NJ

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### Emergency Medical Treatment

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

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

BTC5674

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### Family Travel Expense

**Family Travel Expense** means actual costs incurred by an **Immediate Family Member** for temporary lodging, transportation and meals while traveling to and from visits with **You**.

BTC5678



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Full-time Employee

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

BTC5684

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Gainful Occupation

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

BTC5688

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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

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Hemiplegia

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

BTC5702

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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.

BTC5712

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Hospital Admission Guaranty

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

BTC5714

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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.

BTC5716NJ

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*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**.

BTC5718NJ

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*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

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*Insured Person*

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

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

BTC5728

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*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)

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## Loss

**Loss** means **Accidental**:

- Loss of Foot**
- Loss of Hand**
- Loss of Hearing**
- Loss of Life**
- Loss of Sight**
- Loss of Sight of One Eye**
- Quadriplegia**
- Paraplegia**
- Hemiplegia**
- Loss of Speech**
- Uniplegia**
- Loss of Thumb and Index Finger**

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

BTC5732

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### 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

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### 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

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### 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

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### 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

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### 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

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*Loss of Sight of One Eye*

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

BTC5744

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*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

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*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

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*Medical Evacuation*

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

BTC5756

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*Medically Necessary*

**Medically Necessary** means a health care service, supply or course of treatment which a **Physician** using professional judgment would provide for evaluating, diagnosing or treating an illness, injury, disease or its symptoms and that is: in accordance with the generally accepted standards of medical practice; clinically appropriate, in terms of type, frequency, extent, site and duration, and considered effective for the illness, injury or disease; not primarily for the convenience; and not more costly than an alternative service or sequence of services at least as likely to produce equivalent therapeutic or diagnostic results as to the diagnosis or treatment of the illness, injury or disease.

BTC5758NJ

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### 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** transportation in an emergency transportation vehicle from the location where **You** become 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.

BTC5760 (Ed. 7/06)

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### 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

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### Other Plan

**Other Plan** means any other insurance or payment source for **Medical Services** or disability, including but not limited to health coverage, disability insurance, worker's compensation insurance; or coverage provided or required by any law or statute, including, employer sick leave or salary continuation plan, or similar benefit provided or required by governmental plan or program.  
BTC5770NJ

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### Owned Aircraft

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

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### 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**.  
BTC5774

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### 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**.

BTC5782

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### *Policyholder*

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

BTC5786

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### *Principal Sum*

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

BTC5792

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### *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.

BTC5793

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### *Proof of Loss*

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

BTC5794

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### *Psychological Therapy*

**Psychological Therapy** means **Medically Necessary** counseling for a mental or nervous disorder by a **Physician**, whether on an out-patient basis, in a **Hospital** or any other medical facility licensed to provide such treatment.

BTC5796

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### *Quadriplegia*

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

BTC5798

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### *Reasonable and Customary Charge*

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

- 1) 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.

BTC5804

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### Rehabilitation

**Rehabilitation** means treatment other than **Psychological Therapy** intended to prepare **You** for work in any **Gainful Occupation** that is:

- 1) provided by a therapist licensed, registered, or certified to perform such treatment; or
- 2) provided in a **Hospital** or other facility, which is licensed to provide such treatment.

The **Rehabilitation** must take place under the direction of a certified vocational rehabilitation specialist.  
BTC5800NJ

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### Rehabilitation Expense

**Rehabilitation Expense** means **Reasonable and Customary Charges** for **Rehabilitation**.

BTC5802

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### Repatriation

**Repatriation** means:

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

BTC5810

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### 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

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### Seat Belt

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

BTC5820

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### Spouse

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

BTC5828NJ

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### 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**.

BTC5854

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### 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.

BTC5858

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### We, Us and Our

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

BTC5860

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## **Section VIII - General Provisions**

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### **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

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### **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

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### **Arbitration (Non Binding)**

In the event of a dispute under the policy, either **We, You**, or in the event of **Loss of Life, Your** beneficiary, may make a written demand for arbitration. Arbitration will only proceed upon **Your** consent. In that case, **We and 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 **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, and in all instances, will be non-binding.

Arbitration is not a pre-condition to commencement of an action at law or in equity by **You** to recover on the policy. **You** may exercise **Your** right to commence an action at law or in equity to recover on the policy at any time and does not have to wait until arbitration is completed.



Each participant shall bear the cost for arbitration and shall share equally in the cost of the umpire and the proceedings.  
BTC5156NJ

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## **Beneficiary**

### A) Designation

**You** have the right to designate a beneficiary. 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**.

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 or Domestic Partner**;
- 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.

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

BTC5158NJ

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## **Cancellation, Nonrenewal and Grace Period**

### A) Grace Period

The **Policyholder** is entitled to a grace period of thirty-one (31) days from the premium due date for the payment of premium due. The policy will continue in force during the grace period. The grace period does

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

BTC5160

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## B) Cancellation, Nonrenewal

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

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

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

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

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

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

BTC5162

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## Changes

The policy can only be changed with the approval of an officer of the **Company** and evidenced by an endorsement that becomes a part of the policy, or by amendment to the policy signed by the **Policyholder** and the **Company**. No agent has the authority to change the policy or waive any of its provisions.

BTC5166NJ

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## Concealment or Fraud

Insurance under this policy is void if:

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

BTC5165

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## 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

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## 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

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## 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

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## Claim Proof of Loss

For claims involving disability, complete **Proof of Loss** must be given to **Us** within thirty (30) 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.

BTC5174NJ

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## 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**. The discontinuance of the policy will not affect valid benefits payable involving disability commencing while the policy is in force.

For all benefits payable under the policy except those for disability, **We** will pay **You** or **Your** beneficiary the applicable **Benefit Amount** within thirty (30) days after **We** receive complete **Proof of Loss** if **You**, the **Policyholder** and the beneficiary, where applicable, have complied with all the terms of the policy.

BTC5176NJ

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## Claim and Suit Cooperation

In the event of a claim under this 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, the **Policyholder** 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.

BTC5178NJ

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## 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.

BTC5182NJ

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## Examination Under Oath

**We** have a right to examine **You** under oath during a claim, as often as **We** may reasonably require.

BTC5183NJ

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## 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)

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## Inadvertent Error

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

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

BTC5186

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## 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.

BTC5190NJ

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## Liberalization

If **We** adopt any changes:

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

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

BTC5192

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## 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

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## 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

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## 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

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## Workers' Compensation

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

BTC5210

**Endorsement**

**Foreign National Facility of Payment**

|                          |                                      |
|--------------------------|--------------------------------------|
| <b>Effective Date :</b>  | 01/28/2017                           |
| <b>Policy Number :</b>   | 9905-08-54                           |
| <b>Policyholder :</b>    | TORCON, INC.                         |
| <b>Policy Period</b>     | 01/28/2017 to 01/28/2020             |
| <b>Name of Company :</b> | <b>FEDERAL INSURANCE<br/>COMPANY</b> |
| <b>Issue Date :</b>      | 05/16/2018                           |

It is agreed that the Policy is amended as follows:

**A) The following is added to the Beneficiary provision appearing in Section VIII- General Provisions of the Contract:**

- A) If **You** are entitled to receive a **Benefit Amount** for covered **Loss**, or a designated beneficiary or other person entitled to receive a **Benefit Amount** for **Loss of Life**, is a **Foreign National**, and **We** are unable to make payment directly to such **Foreign National** as a matter of law in the jurisdiction where such **Foreign National** is located, then:
- i) **We** will pay an account of such **Foreign National** in the United States of America; or
  - ii) if **We** are unable to make payment as per (i) above because such **Foreign National** is unable or unwilling to identify an account in the United States of America, then **We** will pay the **Policyholder** on behalf of such **Foreign National**. It shall then be the responsibility of the **Policyholder** to remit payment of the **Benefit Amount** for **Loss of Life** or other **Benefit Amount** to such **Foreign National**.

Nothing herein shall be construed as a designation of the **Policyholder** as **Your** beneficiary.

- B) If **You** are entitled to receive a **Benefit Amount** for covered **Loss**, or a designated beneficiary or other person entitled to receive a **Benefit Amount** for **Loss of Life**, is a United States citizen resident in a jurisdiction other than the United States of America, and **We** are unable to make payment directly to **You**, designated beneficiary or other person as a matter of law in the jurisdiction where such person is located, then **We** will pay an account of **Yours**, designated beneficiary or other person located in the United States of America.
- C) Payment to the **Policyholder** of a **Benefit Amount** for **Loss of Life** or other **Benefit Amount** for covered **Loss** under this Policy, pursuant to the procedures set forth above, shall fully release **Us** from any and all liability to the **Policyholder** for such covered **Loss**. If the **Policyholder** fails to timely remit **Our** payment for covered **Loss** to **You**, or **Your** designated beneficiary or other person per the procedures set forth above, then the **Policyholder** shall indemnify **Us** and hold **Us** harmless against any and all liability incurred by **Us**, including but not limited to interest, penalties and attorneys' fees, resulting from such failure to remit payment. If **We** must make a second payment for such covered **Loss** to **You**, or **Your** designated beneficiary or other person (whether in the United States of America or otherwise), then **We** shall be fully released from any and all liability for such covered **Loss** to **You**, or **Your** designated beneficiary or other person to the extent of **Our** second payment and the **Policyholder** shall repay to **Us** any amounts received from **Us** for such covered **Loss**.

B) **Section VII-Definitions of the Contract is amended to add the following definition:**

**Foreign National** means **You**, or **Your** designated beneficiary, or other person entitled to receive a **Benefit Amount** for **Loss of Life** or other **Benefit Amount** for covered **Loss** under this Policy, who is:

- i) a citizen of a jurisdiction other than the United States of America; and
- ii) resident in a jurisdiction other than the United States of America.

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All other terms and conditions of the policy remain unchanged.



**Authorized Representative**

BT 1002A

**NOTICE**  
**NEW JERSEY LIFE AND HEALTH INSURANCE GUARANTY ASSOCIATION ACT**

Residents of New Jersey who purchase life insurance, annuities or health insurance should know that the insurance companies licensed in this state to write these types of insurance are members of the New Jersey Life and Health Insurance Guaranty Association.

The purpose of this association is to assure that policyholders will be protected, within limits, in the unlikely event that a member insurer becomes financially unable to meet its obligations. If this should happen, the Guaranty Association will assess its other member insurance companies for the money to pay the claims of insured persons who live in this state and, in some cases, to keep coverage in force.

The valuable extra protection provided by these insurers through the Guaranty Association is not unlimited, however. And, as noted below, this protection is not a substitute for consumers' care in selecting companies that are well-managed and financially stable.

**DISCLAIMER**

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

Coverage is NOT provided for your policy or any portion of it that is not guaranteed by the insurer or for which you have assumed the risk, such as a variable contract sold by prospectus. Insurance companies or their agents are required by law to give or send you this notice. However, insurance companies and their agents are prohibited by law from using the existence of the guaranty association to induce you to purchase any kind of insurance policy.

The New Jersey Life and Health Insurance Guaranty Association

One Gateway Center

7th Floor

Newark, NJ 07102

State of New Jersey

Department of Insurance

20 West State Street

CN-325

Trenton, NJ 08625

The state law that provides for this safety-net coverage is called the New Jersey Life and Health Insurance Guaranty Association Act, N.J.S.A. 17B:32A-1, et seq. (the "Act").

**COVERAGE**

The following is a brief summary of this law's coverages, exclusions and limits. This summary does not cover all provisions of the law; nor does it in any way change anyone's rights or obligations under the act or the rights or obligations of the guaranty association. Generally, individuals will be protected by the Life and Health Insurance Guaranty Association if they live in New Jersey and hold a life, health or long-term care insurance contract, annuity contract, or if they are insured under a group insurance contract, issued by a member insurer.

The beneficiaries, payees or assignees of insured persons are protected as well, even if they live in another state.



## **EXCLUSIONS FROM COVERAGE**

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

- they are eligible for protection under the laws of another state (this may occur when the insolvent insurer was incorporated in another state whose guaranty association protects insureds who live outside that state);
- the insurer was not authorized to do business in this state;
- the policy is issued by an organization which is not a member of the New Jersey Life and Health Insurance Guaranty Association.

The Association also does not provide coverage for:

- any policy or portion of a policy which is not guaranteed by the insurer or for which the individual has assumed the risk, such as a variable contract sold by prospectus;
- any policy of reinsurance (unless an assumption certificate was issued);
- interest rate yields that exceed an average rate as more fully described in Section 3 of the Act;
- dividends;
- credits given in connection with the administration of a policy by a group contractholder;
- employers' plans to the extent they are self-funded (that is, not insured by an insurance company, even if an insurance company administers them).

## **LIMITS ON AMOUNT OF COVERAGE**

The Act also limits the amount the Association is obligated to pay out. The Association cannot pay more than what the insurance company would owe under a policy or contract.

With respect to any one insured individual, regardless of the number of policies or contracts, the Association will pay not more than \$500,000 in life insurance death benefits and present value annuity benefits, including net cash surrender and net cash withdrawal values. Within this overall limit, the Association will not pay more than \$100,000 in cash surrender values for annuity benefits, \$500,000 in life insurance death benefits or \$500,000 in present value of annuities—again no matter how many policies and contracts that were with the same company, and no matter how many different types of coverages.

The Association will not pay more than \$2,000,000 in benefits to any one contractholder under any one unallocated annuity contract.

There are no limits on the benefits the Association will pay with respect to any one group, blanket or individual accident and health insurance policy.

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| <b>FACTS</b>  | <b>WHAT DOES THE CHUBB GROUP DO WITH YOUR PERSONAL INFORMATION?</b>  |                                    |
|---|--|------------------------------------|
| <b>Why?</b>   | Insurance companies choose how they share your personal information. Federal and state law gives consumers the right to limit some but not all sharing. Federal and state law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.   |                                    |
| <b>What?</b>  | <p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> <li>• Social Security number and payment history</li> <li>• insurance claim history and medical information</li> <li>• account transactions and credit scores</li> </ul> <p>When you are no longer our customer, we continue to share information about you as described in this notice.</p> |                                    |
| <b>How?</b>   | All insurance companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons insurance companies can share their customers' personal information; the reasons the Chubb Group chooses to share; and whether you can limit this sharing.   |                                    |
| <b>Reasons we can share your personal information</b>   | <b>Does Chubb share?</b>   | <b>Can you limit this sharing?</b> |
| <b>For our everyday business purposes</b> - such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus | Yes  | No                                 |
| <b>For our marketing purposes</b> - to offer our products and services to you   | Yes  | No                                 |
| <b>For joint marketing with other financial companies</b>   | Yes  | No                                 |
| <b>For our affiliates' everyday business purposes</b> - information about your transactions and experiences   | Yes  | No                                 |
| <b>For our affiliates' everyday business purposes</b> - information about your creditworthiness   | No   | We don't share                     |
| <b>For our affiliates to market to you</b>  | No   | We don't share                     |
| <b>For nonaffiliates to market to you</b>   | No   | We don't share                     |
| <b>Questions?</b>   | Call 1-800-258-2930 or go to <a href="https://www2.Chubb.com/us-en/privacy.aspx">https://www2.Chubb.com/us-en/privacy.aspx</a>   |                                    |

|  |  |
|--|--|
| <b>Who is providing this notice?</b>                         | The Chubb Group. A list of these companies is located at the end of this document.   |
| <b>What we do</b>  |  |
| <b>How does Chubb Group protect my personal information?</b> | <p>To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.</p> <p>We restrict access to personal information to our employees, affiliates' employees, or others who need to know that information to service the account or to conduct our normal business operations.</p>   |
| <b>How does Chubb Group collect my personal information?</b> | <p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> <li>• apply for insurance or pay insurance premiums</li> <li>• file an insurance claim or provide account information</li> <li>• give us your contact information</li> </ul> <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>   |
| <b>Why can't I limit all sharing?</b>                        | <p>Federal law gives you the right to limit only:</p> <ul style="list-style-type: none"> <li>• sharing for affiliates' everyday business purposes - information about your creditworthiness</li> <li>• affiliates from using your information to market to you</li> <li>• sharing for nonaffiliates to market to you</li> </ul> <p>State laws and individual companies may give you additional rights to limit sharing. See below for more on your rights under state law.</p> |
| <b>Definitions</b>   |  |
| <b>Affiliates</b>  | <p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>• Our affiliates include those with a Chubb name and other companies, such as Westchester Fire Insurance Company and Great Northern Insurance Company.</li> </ul>  |
| <b>Nonaffiliates</b>   | <p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>• Chubb does not share with nonaffiliates so they can market to you.</li> </ul>  |
| <b>Joint marketing</b>                                       | <p>A formal agreement between nonaffiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> <li>• Our joint marketing partners include categories of companies such as banks.</li> </ul>  |

## Other important information

**For Insurance Customers in AZ, CA, CT, GA, IL, MA, ME, MN, MT, NV, NC, NJ, OH, OR, and VA only:** Under state law, under certain circumstances, you have the right see the personal information about you that we have on file. To see your information, write Chubb Group Attention: Privacy Inquiries, 202 Hall's Mill Road, P.O. Box 1600, Whitehouse Station, NJ 08889-1600. Chubb may charge a reasonable fee to cover the costs of providing this information. If you think any of the information is not accurate, you may write us. We will let you know what actions we take. If you do not agree with our actions, you may send us a statement. If you want a full description of privacy rights that we will protect in accordance with the law in your home state, please contact us and we will provide it. We may disclose information to certain third parties, such as law enforcement officers, without your permission.

**For Nevada residents only:** We may contact our existing customers by telephone to offer additional insurance products that we believe may be of interest to you. Under state law, you have the right to opt out of these calls by adding your name to our internal do-not-call list. To opt out of these calls, or for more information about your opt out rights, please contact our customer service department. You can reach us by calling 1-800-258-2930, emailing us at [privacyinquiries@Chubb.com](mailto:privacyinquiries@Chubb.com), or writing to Chubb Group, Attention: Privacy Inquiries, 202 Hall's Mill Road, P.O. Box 1600, Whitehouse Station, NJ 08889-1600. You are being provided this notice under Nevada state law. In addition to contacting Chubb, Nevada residents can contact the Nevada Attorney General for more information about your opt out rights by calling 775-684-1100, emailing [bcpinfo@ag.state.nv.us](mailto:bcpinfo@ag.state.nv.us), or by writing to: Office of the Attorney General, Nevada Department of Justice, Bureau of Consumer Protection: 100 North Carson Street, Carson City, NV 89701.

**For Vermont residents only:** Under state law, we will not share information about your creditworthiness within our corporate family except with your authorization or consent, but we may share information about our transactions or experiences with you within our corporate family without your consent.

## Chubb Group Companies Providing This Notice

This notice is being provided by the following Chubb Group companies to their customers located in the United States: ACE American Insurance Company, ACE Capital Title Reinsurance Company, ACE Fire Underwriters Insurance Company, ACE Insurance Company of the Midwest, ACE Life Insurance Company, ACE Property and Casualty Insurance Company, Agri General Insurance Company, Atlantic Employers Insurance Company, Bankers Standard Fire and Marine Company, Bankers Standard Insurance Company, Century Indemnity Company, Chubb Custom Insurance Company, Chubb Indemnity Insurance Company, Chubb Insurance Company of New Jersey, 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, Illinois Union Insurance Company, Indemnity Insurance Company of North America, Insurance Company of North America, Pacific Employers Insurance Company, Pacific Indemnity Company, Penn Millers Insurance Company, Texas Pacific Indemnity Company, Vigilant Insurance Company, Westchester Fire Insurance Company and Westchester Surplus Lines Insurance Company.