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Association  
ACCIDENT INSURANCE PROGRAM  
Issued by  
Federal Insurance Company

FOR

FAMILY MOTOR COACH ASSOCIATION, INC.

Chubb Underwriting Office: Federal Insurance Company  
202A Hall's Mill Road  
Whitehouse Station, NJ 08889

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

*Throughout this policy the words "**We**", "**Us**" and "**Our**" refer to the **Company** providing this insurance.*

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**Please Read This Policy Carefully**

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# Insuring Agreement

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## Section I

*Chubb Group of Insurance Companies  
202B Hall's Mill Road  
Whitehouse Station, NJ 08889*

**Policyholder's** Name and Address:  
FAMILY MOTOR COACH ASSOCIATION, INC.  
8291 CLOUGH PIKE  
CINCINNATI, OH 45244

Policy Number: 9908-76-26  
Effective Date: 10/1/2022  
Anniversary Date: 10/1

*Issued by the stock insurance company  
indicated below:*

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

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## Section II Policy Period and Company

### Policy Period

From: 10/1/2022 To: 10/1/2024  
12:01 A.M. standard time at the **Policyholder's** address shown in Section I of the Insuring Agreement.

This insurance is provided by the **Company** in consideration of payment of the required premium.

The insurance under this policy begins on the Effective Date shown in Section I of the Insuring Agreement. The insurance under this policy ends on the last day of the Policy Period shown in Section II of the Insuring Agreement.


The **Policyholder's** acceptance of this policy terminates any prior policy of the same policy number, effective with the inception of this policy.

Coverage is provided worldwide.

### Company

The **Company** issuing this policy has caused this policy to be signed by its authorized officers, but this policy shall not be valid unless also signed by a duly authorized representative of the **Company**.

**FEDERAL INSURANCE COMPANY** (Incorporated under the laws of Indiana)

  
President

  
Secretary

  
Authorized Representative

# Premium Summary

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## Section I - Premium Due Date

The 15<sup>th</sup> day of the month following the month for which premium is due.

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## Section II - Premium Payment

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

***Monthly Rate per FMCA Membership #  
as reported by the Policyholder:***

\$ .6291

**Premium Due Date**

On the 15<sup>th</sup> day of each month following the month for which coverage was in force.

**REPORTING:**

**Reporting Period**

Monthly

**Premium Payment**

# Schedule of Benefits

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**Chubb Group of Insurance Companies**  
**202B Hall's Mill Road**  
**Whitehouse Station, NJ 08889**

**Policyholder's Name:**  
FAMILY MOTOR COACH ASSOCIATION, INC.

*Issued by the stock insurance company  
indicated below:*

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

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## Section I – Insured Persons

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

<b>Class</b>	<b>Description</b>
1	Current Charter, Full, Life, Full Lifetime and Member Emeritus/Family Associate members of FMCA, as defined in the Bylaws of FMCA. <b>Dependents of Class 1</b> are included as <b>Insured Persons</b> under this policy

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

## Section II – When Insurance Begins

For **Insured Persons** in an eligible **Class** on the Effective Date: 10/1/2020  
For **Insured Persons** entering an eligible **Class** after the Effective Date: the first day the **Insured Person** meets the definition of eligibility.

## Section III - Hazards

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

<b>Class</b>	<b>Hazard(s)</b>
1	<b>Trip Hazard</b>

**Section IV – Benefits**

**A) Principal Sum**

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

<b>Class</b>	<b>Hazard</b>	<b>Principal Sum</b>
1	Trip Hazard	\$5,000

**B) Accidental Death & Dismemberment Benefits:**

The following are **Losses** insured and the corresponding **Benefit Amount** expressed as a percentage of the **Principal Sum**:

<b>Accidental:</b>	<b>Benefits 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 Contract.

If the **Insured Person** has 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 Contract.

### **C) Additional Benefits**

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

#### **Emergency Cash Benefit**

**Daily Benefit Amount:** \$250 per day  
Maximum # of days per **Trip:** 3  
Maximum **Benefit Amount** per 12-month period: \$1,500

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

#### **Emergency Room Cash Benefit**

**Benefit Amount:** \$250  
Maximum **Benefit Amount** per 12-month period: \$500

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

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

Maximum **Benefit Amount:** \$500,000  
Maximum **Benefit Amount** for **Family Travel Expense:** \$50,000  
Daily **Benefit Amount** for Travel and Accommodations: \$200  
Maximum Days for Travel and Accommodations: 10

The **Benefit Amount** for **Family Travel Expense** is in addition to, and not part of, the Maximum **Benefit Amount**.

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

#### **Return of Dependent Children Benefit**

**Benefit Amount:** \$50,000

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

#### **Return Home Benefit**

**Benefit Amount:** \$500,000

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

#### **Return of Mortal Remains**

**Benefit Amount:** \$50,000

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

#### **Return of Recreational Vehicle Benefit**

Maximum **Benefit Amount:** \$5,000  
Daily **Benefit Amount** for **Travel Expenses:** \$250  
Maximum Days for **Travel Expenses:** 5

The **Benefit Amount** for **Travel Expenses** is in addition to, and not part of, the Maximum **Benefit Amount**.

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

**Return of Private Passenger Automobile Benefit**

Maximum **Benefit Amount**: \$5,000  
Daily **Benefit Amount** for **Travel Expenses**: \$250  
Maximum Days for **Travel Expenses**: 5

The **Benefit Amount** for **Travel Expenses** is in addition to, and not part of, the Maximum **Benefit Amount**.

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

**Pet Return Benefit**

**Benefit Amount** Pet Return: \$1,000  
Daily **Benefit Amount** for boarding: \$100  
Maximum Days for boarding: 10

The **Benefit Amount** for boarding is in addition to and not part of the Maximum **Benefit Amount** for Pet Return.

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

**Prescription Medication and Glasses Replacement Benefit**

Maximum **Benefit Amount** \$500

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

**Section V – Aggregate Limit of Insurance**

**Policy Limit Aggregate**

Per **Accident**: \$1,000,000

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



## **HAZARD**

### **Trip Hazard**

**Trip Hazard** means all circumstances, subject to the terms and conditions of this policy, arising from and occurring while the **Insured Person** is on a **Trip**. A **Dependent** must be traveling with a **Primary Insured Person**.

# Contract

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## Section I – Insurance

**Subject to all the terms and conditions of this 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 the **Insured Person** is insured under this policy, while it is in force. The covered **Loss** must occur within one (1) year after the **Accident**.

### Emergency Cash

If, while the **Insured Person** is on a **Trip**, a mechanical breakdown to a **Private Passenger Automobile** or **Recreational Vehicle** occurs and continued travel is not possible, **We** will reimburse up to the daily benefit amount for Emergency Cash shown in Section IV-C of the Schedule of Benefits for the cost of food and temporary lodging until travel continuation by the **Insured Person** becomes possible. In no event will **We** reimburse for more than the maximum number of days per **Trip** shown in Section IV-C of the Schedule of Benefits.

**We** will not pay more than the Maximum **Benefit Amount** for Emergency Cash, as shown in Section IV-C of the Schedule of Benefits, in any 12-month period regardless of the number of Emergency Cash claims incurred in that 12-month period.

Limitation on Emergency Cash: Coverage is limited to one (1) Emergency Cash claim per **Trip** for all **Insured Persons** traveling together.

### Emergency Room Cash

If, while the **Insured Person** is on a **Trip**, an **Accident** causes an **Insured Person** to obtain treatment in an emergency room of a **Hospital**, **We** will pay the **Benefit Amount** for Emergency Room Cash shown in Section IV-C of the Schedule of Benefits.

**We** will not pay more than the Maximum **Benefit Amount** for Emergency Room Cash, as shown in Section IV-C of the Schedule of Benefits, in any 12-month period regardless of the number of Emergency Room Cash claims incurred in that 12-month period.

Limitation on Emergency Room Cash: Coverage is limited to one (1) Emergency Room Cash claim per **Insured Person** during any one **Trip**.

## Medical Evacuation and Repatriation

If the **Insured Person's Accidental Bodily Injury**, disease or illness occurs while on a **Trip** and requires the **Medical Evacuation** or **Repatriation** of the **Insured Person** while the **Insured Person** is on a **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** or **Repatriation** is payable in addition to any other applicable **Benefit Amounts** under this policy.

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 the **Insured Person's** medical condition. The **Medical Evacuation** or **Repatriation** must be approved and arranged by **Our Assistance Services Administrator**.

### Family Travel Expense

If the **Insured Person's Accidental Bodily Injury**, disease or illness requires a **Medical Evacuation** or **Repatriation** while the **Insured Person** is on a **Trip**, and the attending **Physician** recommends that a family member be at the side of the **Insured Person Hospitalized**, then **We** will pay up to the **Benefit Amount** for **Family Travel Expense**, if all the following conditions are met:

- 1) the **Insured Person** is confined to a **Hospital**; and
- 2) the **Hospital** is at least seventy-five (75) miles from the **Insured Person's Permanent Primary 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.

The maximum that **We** will pay for accommodations and daily travel expenses is subject to the Daily **Benefit Amount** for Travel and Accommodations shown in Section IV-C of the Schedule of Benefits. **We** will pay the Daily **Benefit Amount** for Travel and Accommodations up to the Maximum Number of Days shown in Section IV-C of the Schedule of Benefits. In no event will **We** pay more than the **Benefit Amount** for **Family Travel Expense** shown in Section IV-C of the Schedule of Benefits.

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 this **Medical Evacuation and Repatriation** benefit, the Disease or Illness Exclusion in Section VI - General Exclusions of the Contract does not apply.

## Return of Dependent Children

If a **Primary Insured Person's Accidental Bodily Injury**, disease or illness occurs during a **Trip** and requires a **Hospital** stay while the **Insured Person** is on a **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 **Hospitalization** must result in a **Primary Insured Person's** inability to care for the accompanying **Dependent Child**.

In no event will **We** pay more than the **Benefit Amount** for Return of **Dependent Children** shown in Section IV-C of the Schedule of Benefits.

With respect to this Return of **Dependent Children** benefit, the Disease or Illness Exclusion in Section VI - General Exclusions of the Contract does not apply.

## Return Home

If the **Insured Person's Accidental Bodily Injury**, disease or illness occurs during a **Trip** and results in the **Insured Person** being unable to continue traveling on a **Trip** due to medically imposed restrictions as determined by a **Physician** then **We** will pay, up to the maximum Benefit Amount shown in Section IV-C of the Schedule of Benefits, to return the **Insured Person** to

their **Permanent Primary Residence**. **We** will also pay to return the **Insured Person's Dependents** who are travelling with the **Insured Person** to their **Permanent Primary Residence**. In the event that **We** are asked to return the **Insured Person** or **Dependents** to a location other than their **Permanent Primary Residence**, **We** will only reimburse up to what the cost would have been to return the **Insured Person** or **Dependents** to their **Permanent Primary Residence**. Any additional costs shall be the responsibility of the **Insured Person**.

All transportation arrangements must be made by **Our Assistance Services Administrator** and shall be by the most direct and economical route.

In no event will **We** pay more than the **Benefit Amount** for Return Home, shown in Section IV-C of the Schedule of Benefits, regardless of the number of people that are returned home.

With respect to this Return Home benefit, the Disease or Illness Exclusion in Section VI - General Exclusions of the Contract does not apply.

### **Return of Mortal Remains**

If the **Insured Person's Accidental Bodily Injury**, disease or illness occurs during a **Trip** and results in the **Insured Person's** loss of life, **We** will pay the cost for Covered Expenses to return the **Insured Person's** remains to the **Insured Person's Permanent Primary Residence**. In the event that **We** are asked to return the mortal remains to a location other than their **Permanent Primary Residence**, **We** will only reimburse up to what the cost would have been to return the mortal remains to their **Permanent Primary Residence**. Any additional costs shall be the responsibility of the **Insured Person**. All arrangements must be made by **Our Assistance Services Administrator**.

In no event will **We** pay more than the **Benefit Amount** for Return of Mortal Remains, shown in Section IV-C of the Schedule of Benefits.

With respect to this Return of Mortal Remains benefit, the Disease or Illness Exclusion in Section VI - General Exclusions of the Contract does not apply

### **Return of Recreational Vehicle**

If the **Insured Person's Accidental Bodily Injury**, disease or illness occurs while on a **Trip** and:

1. such **Insured Person** is unable to drive their **Recreational Vehicle** to their **Permanent Primary Residence** due to a medical condition as documented by attending **Physician**; and
2. no one traveling with the **Insured Person** is capable of driving or proficient and competent to drive the **Insured Person's Recreational Vehicle**,

then **We** will pay, up to the Maximum **Benefit Amount** shown in Section IV-C of the Schedule of Benefits, for eligible **Recreational Vehicle Return Expenses** to have the **Insured Person's Recreational Vehicle** (as well as any additional **Private Passenger Automobile**, trailer, or travel trailer that is legally hitched to their **Recreational Vehicle** at the time of the onset of the **Accidental Bodily Injury**, disease or illness causing loss) returned to such **Insured Person's Permanent Primary Residence**. In the event that the **Insured Person** elects to have their **Recreational Vehicle** returned to a location other than their **Permanent Primary Residence**, **We** will only reimburse up to what the cost would have been to return the **Recreational Vehicle** to their **Permanent Primary Residence**. Any additional costs shall be the responsibility of the **Insured Person**.

In the event that the **Insured Person** wishes to entrust the return of their **Recreational Vehicle** to a friend or family member **We** will pay, up to the Maximum **Benefit Amount** shown in Section IV-C of the Schedule of Benefits, for transportation of such person to the location of the **Recreational Vehicle** and will also reimburse the person for gas and tolls during the return. In addition, **We** will provide a daily

benefit for **Travel Expenses** while driving. The daily benefit amount for **Travel Expenses** is shown in Section IV-C of the Schedule of Benefits. **We** will pay the Daily **Benefit Amount** for **Travel Expenses** up to the Maximum Number of Days shown in Section IV-C of the Schedule of Benefits. The benefit amount for **Travel Expenses** is in addition to and not part of the Maximum **Benefit Amount** for **Recreational Vehicle Return**. **Our Assistance Services Administrator** shall arrange for transportation of such person to the location of the **Recreational Vehicle**.

With respect to this Return of **Recreational Vehicle** benefit, the Disease or Illness Exclusion in Section VI - General Exclusions of the Contract does not apply.

## **Return of Private Passenger Automobile**

If the **Insured Person's Accidental Bodily Injury**, disease or illness occurs while on a **Trip** and:

1. requires a **Medical Evacuation** or **Repatriation** of the **Insured Person**; and
2. such **Insured Person** is unable to drive their **Private Passenger Automobile** to their **Permanent Primary Residence**,

then **We** will pay, up to the Maximum **Benefit Amount** shown in Section IV-C of the Schedule of Benefits, for eligible **Private Passenger Automobile Return Expenses** to have the **Insured Person's Private Passenger Automobile** (as well as any additional **Private Passenger Automobile** that is legally hitched to their **Private Passenger Automobile**) returned to the **Insured Person's Permanent Primary Residence**. In the event that the **Insured Person** elects to have their **Private Passenger Automobile** returned to a location other than their **Permanent Primary Residence** **We** will only reimburse up to what the cost would have been to return the **Private Passenger Automobile** to their **Permanent Primary Residence**. Any additional costs shall be the responsibility of the **Insured Person**.

In the event that the **Insured Person** wishes to entrust the return of their **Private Passenger Automobile** to a friend or family member **We** will pay, up to the Maximum **Benefit Amount** shown in Section IV-C of the Schedule of Benefits, for transportation of such person to the location of the **Private Passenger Automobile** and will also reimburse the person for gas and tolls during the return. In addition, **We** will provide a daily benefit for **Travel Expenses** while driving. The daily benefit amount for **Travel Expenses** is shown in Section IV-C of the Schedule of Benefits. **We** will pay the Daily **Benefit Amount** for **Travel Expenses** up to the Maximum Number of Days shown in Section IV-C of the Schedule of Benefits. The **Benefit Amount** for **Travel Expenses** is in addition to and not part of the Maximum **Benefit Amount**. **Our Assistance Services Administrator** shall arrange for transportation of such person to the location of the **Private Passenger Automobile**.

This benefit is not payable if the **Private Passenger Automobile** is attached to the **Recreational Vehicle**.

With respect to this Return of **Private Passenger Automobile** benefit, the Disease or Illness Exclusion in Section VI - General Exclusions of the Contract does not apply.

## **Pet Return**

If the **Insured Person's Accidental Bodily Injury**, disease or illness occurs while on a **Trip** and such **Accidental Bodily Injury**, disease or illness leaves the **Insured Person** unable to care for their cat or dog, **We** will pay for the return of such cat or dog to the address of the person the **Insured Person** designates as the pet's authorized caregiver. The pet must have current/up to date vaccinations as required by law to be eligible. The **Insured Person** is required to pay for or supply a proper carrier for the pet. All transportation arrangements must be made by **Our Assistance Services Administrator** and shall be by the most direct and economical route.

In no event will **We** pay more than the **Benefit Amount** for **Pet Return** shown in Section IV-C of the Schedule of Benefits.

In the event of a covered pet return, **We** will also reimburse for dog or cat boarding with a licensed cattery or kennel. The daily **Benefit Amount** for pet boarding is shown in Section IV-C of the Schedule of Benefits. **We** will pay the Daily **Benefit Amount** for pet boarding up to the Maximum Number of Days shown in Section IV-C of the Schedule of Benefits. The **Benefit Amount** for pet boarding is in addition to and not part of the benefit amount for Pet Return.

With respect to this Pet Return benefit, the Disease or Illness Exclusion in Section VI - General Exclusions of the Contract does not apply.

### **Prescription Medication and Glasses Replacement**

If the **Insured Person** misplaces their medical prescription or damages their eyeglasses or contact lenses while on a **Trip** and such medical prescription, eyeglasses or contact lenses requires replacement **Our Assistance Services Administrator** will arrange for and coordinate the shipping of such item. Our payment shall be limited to the cost of shipping such item to the **Insured Person** by overnight delivery and subject to the Maximum **Benefit Amount** shown in Section IV-C of the Schedule of Benefits. The cost of the item is not eligible for reimbursement and is the **Insured Person's** responsibility.

With respect to this Prescription Medication and Glasses Replacement benefit, the Disease or Illness Exclusion in Section VI - General Exclusions of the Contract does not apply.

## Section II – Eligibility, Effective Date and Termination

### Eligibility

A person becomes insured under this policy if:

- 1) such person is a member of an eligible **Class of Insured Persons** as shown in Section I of the Schedule of Benefits; and
- 2) the required premium for such person has been paid.

### Effective Date of Insurance for the Insured Person

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

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

### Termination of Insurance for the Insured Person

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

- 1) the termination date of this policy;
- 2) the expiration of the period for which required premium has been paid for such **Insured Person**; or
- 3) the date on which a person no longer meets the eligibility criteria as the **Insured Person**; or
- 4) in regard to a loss due to an Accidental Death, Dismemberment, or Paralysis, the date on which **We** pay out 100% of the **Principal Sum**.

## Section III - Extensions Of Insurance

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

### Disappearance

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

### Exposure

If an **Accident** resulting from an insured **Hazard** causes the **Insured Person** to be unavoidably exposed to the elements and as a result of such exposure the **Insured Person** has a **Loss**, then such **Loss** will be insured under this 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 this policy, the **Insured Person** is 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 this policy.

If, subject to all the terms and conditions of this policy, the **Insured Person** suffers 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 this policy. Additional exclusions, limitations or conditions may also apply to specific benefits or Hazards. Please read this entire policy carefully.**

### **Disease or Illness**

This insurance does not apply to any claims caused by or resulting from, directly or indirectly, the **Insured Person's** emotional trauma, mental or physical illness, disease, pregnancy, childbirth or miscarriage, bacterial or viral infection, bodily malfunctions or medical or surgical treatment or diagnosis thereof.

This exclusion does not apply to the **Insured Person's** bacterial infection caused by an **Accident** or by **Accidental** consumption of a substance contaminated by bacteria.

### **Epidemic or Pandemic**

This insurance does not apply to any claims caused by or resulting from, directly or indirectly, an **Epidemic** or **Pandemic** as defined by the World Health Organization.

### **Illegal Acts**

This insurance does not apply to any claims caused by or resulting from, directly or indirectly, the **Insured Person's** commission or attempted commission of any illegal act including but not limited to any felony.

### **Incarceration**

This insurance does not apply to any claims caused by or resulting from, directly or indirectly any occurrence while the **Insured Person** is incarcerated.

### **Intoxication Exclusion Vehicular**

This insurance does not apply to any claims caused by or resulting from, directly or indirectly, the **Insured Person** being intoxicated, while operating a motorized vehicle 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 claims caused by or resulting from, directly or indirectly, the **Insured Person** being under the influence of any narcotic or other controlled substance at the time of an **Accident**. This exclusion does not apply if any narcotic or other controlled substance is taken and used as prescribed by a **Physician**.

### **Participation in a Race or Speed Contest**

This insurance does not apply to any claims caused by or resulting from, directly or indirectly, the **Insured Person** being engaged in or participating in a motorized vehicular race or speed contest.

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

This insurance does not apply to any claims caused by or resulting from, directly or indirectly, the **Insured Person** 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 claims caused by or resulting from, directly or indirectly, the **Insured Person's** suicide, attempted suicide or intentionally self-inflicted injury.

## **Trade Sanctions**

This insurance does not apply to benefits under this policy to the extent that **We** are prohibited from providing coverage or making payment by any type of travel restriction, trade restriction, economic sanction, or embargo imposed by the U.S. government.

This exclusion does not apply if the **Insured Person** has received a license from the U.S. government to engage in the prohibited activity, provided **We** receive a copy of the license.

## **War**

This insurance does not apply to any claims 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;
- 2) arises from a source external to the **Insured Person**;
- 3) is independent of illness, disease or other bodily malfunction or medical or surgical treatment thereof;
- 4) occurs while the **Insured Person** is insured under this policy which is in force; and
- 5) is the direct cause of loss.

### Accidental Bodily Injury

**Accidental Bodily Injury** means bodily injury, which:

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

**Accidental Bodily Injury** does not include conditions caused by repetitive motion injuries or cumulative trauma not a result of an **Accident**, including, but not limited to:

- 1) Osgood-Schlatter's Disease;
- 2) bursitis;
- 3) Chondromalacia;
- 4) shin splints;
- 5) stress fractures;
- 6) tendinitis; and
- 7) Carpal Tunnel Syndrome.

### Assistance Services Administrator

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

### Benefit Amount

**Benefit Amount** means the amount stated in the Schedule of Benefits for this policy.

### 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 Expenses

1) With respect to **Medical Evacuation, Covered Expenses** means the cost for:

- 1) a land, water or air **Conveyance**, required to transport the **Insured Person** 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 the **Insured Person**.

The means of transportation that is best suited to accommodate the **Insured Person**, based on the seriousness of the **Insured Person's** 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 the **Medical Evacuation** of the **Insured Person**.

2) With respect to **Repatriation, Covered Expenses** means the cost for:

- 1) **Repatriation** of the **Insured Person**; 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 **Repatriation** of the **Insured Person**.

3) With respect to Return of Mortal Remains, **Covered Expenses** means the cost for medical supplies and services which are necessary for embalming, cremation, transportation and purchase of a shipping container as required by applicable law or regulation.

With respect to **Medical Evacuation, Repatriation** and Return of Mortal Remains, all transportation arrangements made for the **Insured Person** will be by the most direct and economical route. All **Covered Expenses** must be arranged by and receive the prior approval of **Our Assistance Service Administrator**.

**Covered Expenses** do not include those expenses incurred by the **Insured Person** for **Accidental Bodily Injury**, illness or disease, which occurs while the **Insured Person** is:

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

## Dependent

**Dependent** means a **Dependent Child, Spouse, or Domestic Partner** of the **Primary Insured Person**.

## Dependent Child

**Dependent Child** means the **Primary Insured Person's** unmarried child from the moment of birth, including a natural child, grandchild, stepchild or adopted child from the date of **Placement for Adoption** with the **Primary Insured Person**. The **Dependent Child** 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 a child who, as a result of being mentally or physically challenged, is permanently incapable of self-support and permanently dependent on the **Primary Insured Person** for support and maintenance. The incapacity must have occurred while the child was:
  - a) under the age of nineteen (19); or

- b) under the age of twenty-five (25) if enrolled as a full-time student at an **Institution of Higher Learning**.

### Domestic Partner

**Domestic Partner** means a person designated in writing by the **Primary Insured Person** 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 the **Primary Insured Person** by blood;
- 3) has exclusively lived with the **Primary Insured Person** for at least six (6) consecutive months prior to the effective date of coverage;
- 4) is not legally married or separated; and
- 5) as of the effective date of coverage, has with the **Primary Insured Person** 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 the **Primary Insured Person** nor the **Domestic Partner** can be married to, nor in a civil union with, anyone else.

### 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 an **Insured Person's** medical condition.

### Epidemic

**Epidemic** means a widespread occurrence of an infectious disease in a specific area at a particular time.

### Family Travel Expense

**Family Travel Expense** means actual costs incurred by an **Immediate Family Member** for:

- 1) the cost of a round trip economy airfare to and from the location where the **Insured Person** is **Hospitalized**;
- 2) accommodation expenses while staying at the location where the **Insured Person** is **Hospitalized**; and
- 3) travel expenses while traveling to and from visits with the **Hospitalized Insured Person**.

### 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 this 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**.

### 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.

### Hospitalization or Hospitalized

**Hospitalization or Hospitalized** means registered as an in-patient and confined to a **Hospital** while being treated by a **Physician**. **In-Hospital** does not include confinement solely for convalescent or nursing care.

### Immediate Family Member

**Immediate Family Member** means the **Insured Person's**:

- 1) **Spouse or Domestic Partner**;
- 2) children including adopted children or 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 or stepchildren; legal guardians or wards; siblings or siblings-in-law; parents or parents-in-law; grandparents or grandchildren; aunts or uncles; nieces or nephews.

### 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:

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

## 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**.

### 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.

### 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.

### 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.

### Medical Evacuation

**Medical Evacuation** means the emergency transportation of the **Insured Person** from the location where such **Insured Person** is injured or becomes ill to the nearest **Hospital** where appropriate medical care and treatment can be provided.

### Pandemic

**Pandemic** means a widespread occurrence of an infectious disease globally.

### 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**.

### Permanent Primary Residence

**Permanent Primary Residence** means the U.S. address shown on the **Insured Person's** state driver's license or state issued identification card.

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

### Placement for Adoption

**Placement for Adoption** means the assumption and retention by a person of a legal obligation for total or partial support of a child in anticipation of the adoption of the child. The child's placement with a person terminates upon the termination of that legal obligation.

### Policyholder

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

### Primary Insured Person

**Primary Insured Person** means an **Insured Person** who is a Current Charter, Full, Life, Full Lifetime or Member Emeritus/Family Associate member of FMCA, as defined in the Bylaws of FMCA.

### 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 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.

### Private Passenger Automobile Return Expenses

**Private Passenger Automobile Return Expenses** means the costs incurred to tow the **Insured Person's Private Passenger Automobile** to the **Insured Person's Permanent Primary Residence**.

### Proof of Loss

**Proof of Loss** means written evidence acceptable to **Us** that a 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**.

### Recreational Vehicle

**Recreational Vehicle (RV)** means a motor vehicle or trailer which includes living quarters designed for accommodation. Types of **Recreational Vehicle's** include but are not limited to motorhomes, campervans, travel trailers and camper trailers, fifth-wheel trailers, popup campers and truck campers.

### Recreational Vehicle Return Expenses

**Recreational Vehicle Return Expenses** means the costs incurred to return the **Insured Person's Recreational Vehicle** to their **Permanent Primary Residence**.

### Repatriation

**Repatriation** means the transfer of the **Insured Person**, from the local **Hospital** where **Emergency Medical Treatment** is initially given to another **Hospital** or to the **Insured Person's Permanent Primary Residence**.

### Spouse

**Spouse** means the **Insured Person's** husband or wife who is recognized as such by the laws of the jurisdiction in which the **Primary Insured Person** resides.

### Travel Expenses

**Travel Expenses** means the costs for meals and lodging.

### Trip

**Trip** means any travel:

- 1) occurring while the insurance is in-force; and
- 2) with a destination that is more than seventy-five (75) miles from the **Insured Person's Permanent Primary Residence**. This requirement does not apply to an **Insured Person** whose **Permanent Primary Residence** is a **Recreational Vehicle**.

### 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;
- 2) in the absence of a formal declaration of **War** by a governmental authority armed, open and continuous hostility 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.

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 the **Insured Person** under this policy.

### Arbitration

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

Arbitration is not a pre-condition to commencement of an action at law or in equity by the **Insured Person** to recover on the policy. The **Insured Person** may exercise his or her 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.

### Beneficiary

The **Benefit Amount** for covered **Loss of Life** will be paid to the beneficiary designated by the **Insured Person**. 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 the **Insured Person** has not chosen a beneficiary or if there is no beneficiary alive when the **Insured Person** dies, then **We** will pay the **Benefit Amount** for **Loss of Life** to the first surviving party in the following order:

- 1) the **Insured Person's Spouse or Domestic Partner**;
- 2) in equal shares to the **Insured Person's** surviving children;
- 3) in equal shares to the **Insured Person's** surviving parents;
- 4) in equal shares to the **Insured Person's** surviving brothers and sisters;
- 5) the **Insured Person's** estate.

All other **Benefit Amounts** are paid to the **Insured Person**, unless otherwise directed by the **Insured Person** or the **Insured Person's** designee, or unless otherwise noted in this policy.

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

### 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. This policy will continue in force during the grace period. The grace period does not apply to the first premium payable during this policy term. Failure to pay the first premium on or before the due date will immediately terminate this policy as of inception. **We** are not required to provide notification of such termination.

## B) Cancellation, Nonrenewal

The **Policyholder** may cancel this 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 this 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 only cancel this policy, or any of its individual insurance benefits, in accordance with applicable law by sending written notice stating when thereafter such cancellation shall take effect.

**We** may non-renew this 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 all **Insured Persons**.

The earned premium will be computed on a pro-rata basis. Any unearned premium will be returned to the **Policyholder** as soon as practicable.

## Changes

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

## Compliance by Policyholder and Insured Person

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

## Concealment or Fraud

Insurance under this policy is void if:

1. the **Policyholder** or any **Insured Person** has intentionally concealed or misrepresented any material fact relating to this policy before or after a **Loss**; or
2. the **Policyholder** or any **Insured Person** files a false report of a **Loss**.

## 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 this policy or as soon as reasonably possible. Notice must include enough information to identify the **Insured Person** and **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 the **Insured Person** or the **Insured Person's** designee, within fifteen (15) days, forms for giving **Proof of Loss** to **Us**. If the **Insured Person** or the **Insured Person's** designee does not receive the forms, then the **Insured Person** or the **Insured Person's** 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**

Complete **Proof of Loss** must be given to **Us** within ninety (90) days after the date of loss. 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, and in no event later than one (1) year after the deadline to submit complete **Proof of Loss**, except in cases where the claimant lacks legal capacity.

**We** have a right to examine under oath, as often as **We** may reasonably require, the **Insured Person**, the **Policyholder** or the beneficiary. **We** may also require the **Insured Person**, the **Policyholder** or the beneficiary to provide a signed description of the circumstances surrounding the **Loss** and their interest in the **Loss**. The **Insured Person**, 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.

## **Claim Payment**

**We** will pay the **Insured Person** or beneficiary the applicable **Benefit Amount** within sixty (60) days after **We** receive complete **Proof of Loss** if the **Insured Person**, the **Policyholder** and beneficiary, where applicable, have complied with all the terms of this policy.

## **Claim and Suit Cooperation**

In the event of a claim under this policy, the **Policyholder**, the **Insured Person** or the 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 this policy, then the **Policyholder**, the **Insured Person** or the beneficiary must fully cooperate with **Us** in the handling of such suit. The **Policyholder**, the **Insured Person** or the beneficiary must not, except at their own expense, voluntarily make any payment or assume any obligation in connection with any suit without **Our** prior written consent.

## **Description of Coverage**

When required by law, the **Policyholder** will deliver to the **Primary Insured Person** a Description of Coverage, approved by **Us**. The Description of Coverage will describe the benefits, exclusions, limitations, and conditions of this policy and state to whom benefits are payable. Any subsequent changes to this policy will also apply to the existing Description of Coverage.

## **Entire Contract and Application**

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

## **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 Description of Coverage which are in conflict with the applicable statutes, laws or regulations of the jurisdiction in which the Description of Coverage is delivered are amended to conform to the statutes, laws or regulations of the jurisdiction.

## **Informational and Advertising Material**

The **Policyholder** and its representatives must gain **Our** prior written approval of all material used for advertising and solicitation relating to this policy, regardless of the medium in which such material appears. **We** will not be responsible for any increase in payment or any changes in insurance resulting from such materials that have not been approved by **Us**.

## Legal Action Against Us

No legal action may be brought to recover on this 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 this policy.

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

## Liberalization

If **We** adopt any changes:

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

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

## Physical Examination and Autopsy

**We** have the right to have the **Insured Person** 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.

## Premium Payment

The **Policyholder** will collect and remit to **Us** all premium due under this policy, subject to the grace period.

If premiums are adjustable. The earned premium is calculated for each reporting period based on the applicable rates and exposures. The **Policyholder** must keep records of the information **We** need to calculate the premium and send **Us** copies of these records for each reporting period.

The earned premium will be computed on a pro-rata basis. Any unearned premium will be remitted to the **Policyholder** as soon as practicable.

## Premium Provisions

The **Policyholder** will pay all required premium due under this policy, subject to the grace period. Annual Premiums and Deposit Premiums are due at the beginning of the Policy Period and each future Anniversary Date unless otherwise indicated on the Premium Summary.

If premiums are adjustable, then **We** will compute the earned premium for each audit reporting period based on the applicable rates and exposures. The **Policyholder** must keep records of the information **We** need to perform the adjustment and send **Us** copies at **Our** request.

If the policy is written subject to adjustment shown in the Premium Schedule, then the **Policyholder** must report to **Us** the complete information for the reporting period shown in the Premium Summary. The **Policyholder** must submit the reports within the specified number of days after the end of each Reporting Period.

At the earlier of the end of the Policy Period or the policy termination, earned premium will be determined based on the reported values or exposures. If the resulting earned premium is less than the Deposit Premium, if any, then **We** will return the excess to the **Policyholder**. If the resulting earned premium is greater than the Deposit Premium, if any, then **We** will bill the **Policyholder** for the additional premium. The **Policyholder** will pay **Us**, within thirty (30) days, any additional premium generated from the premium adjustment.

## Premium Rate Change

**We** may change the premium rates for this policy on the Anniversary Date. **We** will give the **Policyholder** at least forty-five (45) days prior written notice of such change.

### **Records and Audit**

**We** may examine the **Policyholder's** books and records relating to this policy at any reasonable time during the policy term and up to three (3) years after expiration of this policy or until final adjustment and settlement of all claims under this policy, whichever is later.

The **Policyholder** must maintain information pertaining to **Insured Persons** including but not limited to each **Insured Person's Benefit Amount, Class**, enrollment form, if any, and beneficiary designations or assignments.

### **Replacement Insurance**

If this policy is replacing another policy of similar insurance, the **Policyholder** will be responsible for notifying all **Primary Insured Persons** of the change in insurance carriers and the change in insurance coverage, if any, by providing a description of coverage approved by **Us**.

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

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

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

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

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

### **Titles of Paragraphs**

The titles of the various paragraphs of this policy and any endorsements attached to this 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 this policy are not in lieu of and do not affect any requirement for workers' compensation insurance.

**Chubb. Insured.™**

**NOTICE CONCERNING COVERAGE  
LIMITATIONS AND EXCLUSIONS UNDER THE OHIO LIFE  
AND HEALTH INSURANCE GUARANTY ASSOCIATION ACT**

Residents of Ohio 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 Ohio Life and Health Insurance Guaranty Association. The purpose of this association is to assure that policy-holders 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 in the box below, this protection is not a substitute for consumers' care in selecting companies that are well-managed and financially stable.

**The Ohio 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 Ohio. You should not rely on coverage by the Ohio 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. You should check with your insurance company representative to determine if you are only covered in part or not covered at all.**

**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.***

**Ohio Life and Health Insurance Guaranty Association  
5005 Horizons Drive; Suite 200  
Columbus, Ohio 43220**

**Ohio Department of Insurance  
50 W. Town Street Third Floor, Suite 300  
Columbus, Ohio 43215**

The state law that provides for this safety-net coverage is called the Ohio Life and Health Insurance Guaranty Association Act. On the back of this page 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 this guaranty association.



## **COVERAGE**

Generally, individuals will be protected by the Life and Health Insurance Guaranty Association if they live in Ohio and hold a life or health insurance contract, annuity contract, unallocated 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;
- their policy was issued by a medical, health or dental care corporation, an HMO, a fraternal benefit society, a mutual protective association or similar plan in which the policy holder is subject to future assessments, or by an insurance exchange.

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;
- dividends;
- credits given in connection with the administration of a policy by a group contract holder;
- 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. Also, for any one insured life, the association will pay a maximum of \$300,000 - no matter how many policies and contracts there were with the same company, even if they provided different types of coverages. Within this overall \$300,000 limit, the association will not pay more than \$100,000 in cash surrender values, \$100,000 in health insurance benefits, \$100,000 in present value of annuities, or \$300,000 in life insurance death benefits -again, no matter how many policies and contracts there were with the same company, and no matter how many different types of coverages.

*Note to benefit plan trustees or other holders of unallocated annuities (GICs, DACs, etc.) covered by the act:* For unallocated annuities that fund governmental retirement plans under §§401(k), 403(b) or 457 of the Internal Revenue Code, the limit is \$100,000 in present value of annuity benefits including net cash surrender and net cash withdrawal per participating individual. In no event shall the association be liable to spend more than \$300,000 in the aggregate per individual. For covered unallocated annuities that fund other plans, a special limit of \$1,000,000 applies to each contractholder, regardless of the number of contracts held with the same company or number of persons covered. In all cases, of course, the contract limits also apply.

**CHUBB GROUP  
U.S. PRIVACY NOTICE**

<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.

## Chubb Group

### Notice of HIPAA Privacy Practices for Protected Health Information

**THIS NOTICE DESCRIBES HOW MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY.**

This notice is effective as of June 15, 2018.

The Chubb Group of Companies, as affiliated covered and hybrid entities, (the "Company") is required by law to take reasonable steps to ensure the privacy of your personally identifiable health information, and to inform you about:

- The Company's uses and disclosures of Protected Health Information ("PHI")
- Your privacy rights with respect to your PHI;
- The Company's duties with respect to your PHI;
- Your right to file a complaint with the Company and to the Secretary of the U.S. Department of Health and Human Services ("HHS"); and
- The person or office to contact for further information regarding the Company's privacy practices.

PHI includes all individually identifiable health information transmitted or maintained by the Company, regardless of form (e.g. oral, written, electronic).

A federal law, the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), regulates PHI use and disclosure by the Company. You may find these rules at *45 Code of Federal Regulations* Parts 160 and 164. This notice attempts to summarize the regulations. The regulations will supersede any discrepancy between the information in this notice and the regulations.

#### **I. Notice of PHI Uses and Disclosures**

##### **A. Required Uses and Disclosures**

Upon your request, the Company is required to give you access to certain PHI in order to inspect and copy it.

Use and disclosure of your PHI may be required by the Secretary of Health and Human Services to investigate or determine the Company's compliance with the privacy regulations.

##### **B. Uses and Disclosures to Carry Out Treatment, Payment, and Health Care Operations**

The Company and its business associates will use PHI without your consent, authorization or opportunity to agree or object to carry out treatment, payment and health care operations. The Company also may also disclose PHI to a plan sponsor for purposes related to treatment, payment and health care operations and as otherwise permitted under HIPAA to the extent the plan documents restrict the use and disclosure of PHI as required by HIPAA.

*Treatment* is the provision, coordination or management of health care and related services. It also includes but is not limited to consultations and referrals between one or more of your providers. For example, the Company may disclose to a treating orthodontist the name of your treating dentist so that the orthodontist may ask for your dental X-rays from the treating dentist.

*Payment* includes, but is not limited to, actions to make coverage determinations and payment (including establishing employee contributions, claims management, obtaining payment under a contract of reinsurance,

utilization review and pre-authorizations). For example, the Company may tell a doctor whether you are eligible for coverage or what percentage of the bill will be paid by the Company.

*Health care operations* include, but are not limited to, underwriting, premium rating and other insurance activities relating to creating or reviewing insurance contracts. It also includes disease management, case management, conducting or arranging for medical review, legal services and auditing functions including fraud and abuse compliance programs, business planning and development, business management and general administrative activities. For example, the Company may use information about your claims to refer you to a disease management program, project future benefit costs or audit the accuracy of its claims processing functions. The Company will not use or disclose PHI that is genetic information for underwriting purposes.

The Company also may contact you to provide appointment reminders or information about treatment alternatives or health-related benefits and services that may be of interest to you.

#### C. Uses and Disclosures that Require Your Written Authorization

The Company will not use or disclose your PHI for the following purposes without your specific, written authorization:

- Use and disclosure of psychotherapy notes, except for your treatment, Company training programs, or to defend Company against litigation filed by you.
- Use and disclosure for marketing purposes, except for face to face communications with you.
- Use and disclosure that constitute the sale of your PHI. The Company does not sell the PHI of its customers.

Except as otherwise indicated in this notice, uses and disclosures of PHI will be made only with your written authorization subject to your right to revoke such authorization. You may revoke an authorization by submitting a written revocation to the Company at any time. If you revoke your authorization, the Company will no longer use or disclose your PHI under the authorization. However, any use or disclosure made in reliance of your authorization before its revocation will not be affected.

#### D. Uses and Disclosures Requiring Authorizations or Opportunity to Agree or Disagree Prior to the Use or Release

If you authorize in writing the Company to use or disclose your own PHI, the Company may proceed with such use or disclosure without meeting any other requirements and the use or disclosure shall be consistent with the authorization.

Disclosure of your PHI to family members, other relatives or your close personal friends is allowed if:

- The information is directly relevant to the family or friend's involvement with your care or payment for that care; and
- You have either agreed to the disclosure or have been given an opportunity to object and have not objected.

#### E. Uses and Disclosures for which Consent, Authorization or Opportunity to Object is Not Required

Use and disclosure of your PHI is allowed without your authorization or request under the following circumstances:

(1) When required by law.

(2) When permitted for purposes of public health activities, including when necessary to report product defects and to permit product recalls and to conduct post-market surveillance. PHI may also be used or disclosed if you

have been exposed to a communicable disease or are at risk of spreading a disease or condition, if authorized by law.

(3) When authorized by law to report information about abuse, neglect or domestic violence. In such case, the Company will promptly inform you that such a disclosure has been or will be made unless that notice would cause a risk of serious harm. For the purpose of reporting child abuse or neglect, it is not necessary to inform the minor that such a disclosure has been or will be made. Disclosure may generally be made to the minor's parents or other representatives although there may be circumstances under federal or state law where the parents or other representatives may not be given access to the minor's PHI.

(4) The Company may disclose your PHI to a public health oversight agency for oversight activities authorized by law. This includes uses or disclosures in civil, administrative or criminal investigations; inspections; licensure or disciplinary actions (for example, to investigate complaints against providers); and other activities necessary for appropriate oversight of government benefit programs (for example, to investigate Medicare or Medicaid fraud).

(5) The Company may disclose your PHI when required for judicial or administrative proceedings. For example, your PHI may be disclosed in response to a subpoena or discovery request provided certain conditions are met. One of those conditions is that satisfactory assurances must be given to the Company that the requesting party has made a good faith attempt to provide written notice to you, and the notice provided sufficient information about the proceeding to permit you to raise an objection and no objections were raised or were resolved in favor of disclosure by the court or tribunal.

(6) When required for law enforcement purposes (for example, to report certain types of wounds).

(7) For law enforcement purposes, including for the purpose of identifying or locating a suspect, fugitive, material witness or missing person. Also, when disclosing information about an individual who is or is suspected to a victim of a crime but only if the individual agrees to the disclosure or the covered entity is unable to obtain the individual's agreement because of emergency circumstances. Furthermore, the law enforcement official must represent that the information is not intended to be used against the individual, the immediate law enforcement activity would be materially and adversely affected by waiting to obtain the individual's agreement and disclosure is in the best interest of the individual as determined by the exercise of the Company's best judgment.

(8) When required to be given to a coroner or medical examiner for the purpose of identifying a deceased person, determining a cause of death or other duties as authorized by law. Disclosure is permitted to funeral directors, consistent with applicable law, as necessary to carry out their duties with respect to the decedent. The Company may also disclose your PHI to organ procurement organizations.

(9) The Company may use or disclose PHI for government-approved research, subject to conditions.

(10) When consistent with applicable law and standards of ethical conduct if the Company, in good faith, believes the use of disclosure is necessary to prevent or lessen a serious and imminent threat to the health or safety of a person or the public and the disclosure is to a person reasonably able to prevent or lessen the threat, including the target of the threat.

(11) For certain government functions such as related to military service or national security.

(12) When authorized by and to the extent necessary to comply with workers' compensation or other similar programs established by law.

(13) That is "incident to" an otherwise permitted use or disclosure of PHI by the Company.

## II. Rights of Individuals

### A. Right to Request Restrictions on Use and Disclosure of PHI

You may request the Company to restrict its use and disclosure of your PHI to carry out treatment, payment or health care operations, or to restrict its use and disclosure to family members, relatives, friends or other persons identified by you who are involved in your care or payment for your care. However, the Company may not be required to agree to your request, unless you have paid out of pocket in full for services, depending on the specific facts.

The Company will accommodate reasonable requests to receive communications of PHI by alternative means or alternative locations, such as a location other than your home. The Company will accommodate this request if you state in writing that you would be in danger from receiving communications through the normal means.

You or your personal representative will be required to complete a form to request restrictions on uses and disclosures of your PHI.

Such requests should be made to: Leslie Kaltenbach, Senior Privacy Officer & Compliance Manager, Chubb Group, 202 Hall's Mill Road, Whitehouse Station, NJ 08889, phone: 1-833-802-4822.

### B. Right to Inspect and Copy PHI

You have a right to inspect and obtain a copy of your PHI contained in a "designated record set," for as long as the Company maintains the PHI.

"*Protected Health Information*" (PHI) includes all individually identifiable health information transmitted or maintained by the Company, regardless of form.

"*Designated Record Set*" includes the medical records and billing records about individuals maintained by or for a covered health care provider; enrollment, payment, billing, claims adjudication and case or medical management record systems maintained by or for a health plan; or other information used in whole or in part by or for the covered entity to make decisions about individuals. Information used for quality control or peer review analyses and not used to make decisions about individuals is not in the designated record set.

The requested information will be provided within 30 days if the information is maintained on site or within 60 days if the information is maintained offsite. A single 30-day extension is allowed if the Company is unable to comply with the deadline.

You or your personal representative will be required to complete a form to request access to the PHI in your designated record set. Requests for access to PHI should be made to: Leslie Kaltenbach, Senior Privacy Officer & Compliance Manager, Chubb Group, 202 Hall's Mill Road, Whitehouse Station, NJ 08889, phone: 1-833-802-4822.

If access is denied, you or your personal representative will be provided with a written denial setting forth the basis for the denial, a description of how you may exercise those review rights and a description of how you may complain to the Secretary of Health and Human Services.

### C. Right to Amend PHI

You have the right to request the Company to amend your PHI or a record about you in a designated record set for as long as the PHI is maintained in the designated record set.

The Company has 60 days after the request to act on the request. A single 30-day extension is allowed if the



Company is unable to comply with the deadline. If the request is denied in whole or part, the Company must provide you with a written denial that explains the basis for the denial. You or your personal representative may then submit a written statement disagreeing with the denial and have that statement included with any future disclosures of your PHI.

Requests for amendment of PHI in a designated record set should be made to: Leslie Kaltenbach, Senior Privacy Officer & Compliance Manager, Chubb Group, 202 Hall's Mill Road, Whitehouse Station, NJ 08889, phone: 1-833-802-4822.

You or your personal representative(s) will be required to complete a form to request amendment of the PHI in your designated record set.

#### D. Right to Receive an Accounting of PHI Uses and Disclosures

Upon your request, the Company will provide you with an accounting of disclosures by the Company of your PHI during the six (6) years prior to the date of your request. However, such accounting need not include PHI disclosures made: (1) to carry out treatment, payment or health care operations; (2) to individuals about their own PHI; (3) prior to the compliance date; or (4) based upon your own written authorization.

If the accounting cannot be provided within 60 days, an additional 30 days is allowed if the individual is given a written statement of the reasons for the delay and the date by which the accounting will be provided.

If you request more than one accounting within a 12-month period, the Company will charge a reasonable, cost-based fee for each subsequent accounting.

#### E. Right to Obtain a Paper Copy of This Notice Upon Request (Even if you have consented to receive this notice electronically)

To obtain a paper copy of this notice contact: Leslie Kaltenbach, Senior Privacy Officer & Compliance Manager, Chubb Group, 202 Hall's Mill Road, Whitehouse Station, NJ 08889, phone: 1-833-802-4822.

#### F. Note About Personal Representatives

You may exercise your rights through a personal representative. Your personal representative will be required to produce evidence of his/her authority to act on your behalf before that person will be given access to your PHI or allowed to take any action for you. Proof of such authority may take one of the following forms:

- A power of attorney for health care purposes, notarized by a notary public;
- A court order of appointment of the person as the conservator or guardian of the individual; or
- An individual who is the parent of a minor child.

The Company retains discretion to deny access to your PHI to a personal representative to provide protection to those vulnerable people who depend on others to exercise their rights under these rules and who may be subject to abuse or neglect. This also applies to personal representatives of minors.

### **III. The Company's Duties**

The Company is required by law to maintain the privacy of PHI and to provide individuals (participants and beneficiaries) with notice of its legal duties and privacy practices and to notify affected individuals of a breach of unsecured PHI. The Company is required to abide by the terms of this notice.

The Company reserves the right to change its privacy practices and to apply the changes to any PHI received or

maintained by the Company prior to that date. If a privacy practice is changed, a revised version of this notice will be provided to all past and present participants and beneficiaries for whom the Company still maintains PHI. This notice and any revised version of this notice will be posted on the Company's internal website or mailed.

Any revised version of this notice will be distributed within 60 days of the effective date of any material change to the uses or disclosures, the individual's rights, the duties of the Company or other privacy practices stated in this notice.

#### A. "Minimum Necessary" Standard

When using or disclosing PHI, or when requesting PHI from another covered entity, the Company will make reasonable efforts not to use, disclose or request more than the minimum amount of PHI necessary to accomplish the intended purpose of the use, disclosure or request, taking into consideration practical and technological limitations.

However, the minimum necessary standard will not apply in the following situations:

- Disclosures to or requests by a health care provider for treatment;
- Uses or disclosures made to the individual;
- Disclosures made to the Secretary of HHS;
- Uses or disclosures that are required by law; and
- Uses or disclosures that are required for the Company's compliance with legal regulations.

This notice does not apply to information that has been "de-identified." *De-identified information* is information that does not identify an individual and with respect to which there is no reasonable basis to believe that the information can be used to identify an individual is not individually identifiable health information.

In addition, the Company may use or disclose "summary health information" to a plan sponsor for obtaining premium bids or modifying, amending or terminating the Company, which summarizes the claims history, claims expenses or type of claims experienced by individuals for whom the Company Sponsor has provided health benefits under the Company; and from which identifying information has been deleted in accordance with HIPAA.

#### **IV. Your Right to File a Complaint with the Company or the HHS Secretary**

If you believe that your privacy rights have been violated, you may complain to the Company in care of: Leslie Kaltenbach, Senior Privacy Officer & Compliance Manager, Chubb Group, 202 Hall's Mill Road, Whitehouse Station, NJ 08889, phone: 1-833-802-4822.

You may file a complaint with the Secretary of the U.S. Department of Health and Human Services, Hubert H. Humphrey Building, 200 Independence Avenue S.W., Washington, D.C. 20201, calling 1-877-696-6775, or visiting [www.hhs.gov/ocr/privacy/hipaa/complaints/](http://www.hhs.gov/ocr/privacy/hipaa/complaints/).

Your complaint must be submitted within 180 days of when you believe the violation occurred. The Company will not retaliate against you for filing a complaint.

#### **V. Contact Information**

If you have any questions regarding this notice or the subjects addressed in it, you may contact: Leslie Kaltenbach, Senior Privacy Officer & Compliance Manager, Chubb Group, 202 Hall's Mill Road, Whitehouse Station, NJ 08889, phone: 1-833-802-4822.

## VI. Chubb Group Legal Entities

This following is a list of the Chubb Group companies located in the United States: ACE American Insurance 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 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, Vigilant Insurance Company, Westchester Fire Insurance Company, Westchester Surplus Lines Insurance Company, Combined Insurance Company of America, and Combined Life Insurance Company of New York. These companies have designated themselves as *hybrid entities* and only those designated health care components identified by such companies are subject to HIPAA. In addition, these companies are legally separate affiliated companies under common ownership and have designated themselves as a *single covered entity* for purposes of HIPAA compliance.

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**Endorsement****Change**

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**Effective Date:** 4/1/2022  
**Policy Number:** 9908-76-26  
**Policyholder:** FAMILY MOTOR COACH ASSOCIATION, INC.  
**Policy Period:** 10/1/2022 to 10/1/2024  
**Name of Company:** **Federal Insurance Company**  
**Issue Date:** 4/8/2022

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It is agreed that the Policy is amended as follows:

- In **Section I- Insurance, Emergency Room Cash** is changed to:

**Emergency Room Cash**

If, while the **Insured Person** is on a **Trip**, an **Accident** causes an **Insured Person** to obtain treatment in an emergency room of a **Hospital** or an **Outpatient Unit**, **We** will pay the **Benefit Amount** for Emergency Room Cash shown in Section IV-C of the Schedule of Benefits.

**We** will not pay more than the Maximum **Benefit Amount** for Emergency Room Cash, as shown in Section IV-C of the Schedule of Benefits, in any 12-month period regardless of the number of Emergency Room Cash claims incurred in that 12-month period.

Limitation on Emergency Room Cash: Coverage is limited to one (1) Emergency Room Cash claim per **Insured Person** during any one **Trip**.

- In **Section VII – Definitions**, the following is added:

*Outpatient Unit*

**Outpatient Unit** means a licensed emergency treatment center that has:

- 1) permanent facilities;
- 2) a Physician present during all operating hours; and
- 3) ancillary services, including laboratory and X-ray, staffed during all operating hours.

- In **Section VII – Definitions, Domestic Partner** is changed to:

*Domestic Partner*

**Domestic Partner** means a person designated in writing by the **Primary Insured Person** 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 the **Primary Insured Person** by blood;
- 3) has exclusively lived with the **Primary Insured Person** for at least six (6) consecutive months prior to the date of **Accident** or **Accidental Bodily Injury**;

- 4) is not legally married or separated; and
- 5) as of the date of **Accident** or **Accidental Bodily Injury**, has with the **Primary Insured Person** 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 the **Primary Insured Person** nor the **Domestic Partner** can be married to, nor in a civil union with, anyone else.

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All other terms and conditions of the policy remain unchanged.



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Authorized Representative

**CHUBB GROUP  
U.S. PRIVACY NOTICE**

<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>	<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>	

<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 financial 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 to 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.