

ACE American Insurance Company (A Stock Company) Philadelphia, PA 19106 (Herein called We, Us, Our)

Blanket Accident Insurance Policy Amendment

RULLO A COLLA REBECCA L. COLLINS, Secretary

Policy Number: PTP N04963775 Effective Date: February 1, 2020

Policyholder: California State University Amendment No.: 2

This Amendment form is made a part of the Policy to which it is attached and applies as of the Effective Date shown above. If no Effective Date is shown, this Amendment takes effect as of the Policy Effective Date. Any changes in premium apply as of the first premium due date on or after the effective date of this form.

The Policy has been changed as follows:

- In consideration of the payment of the required premium, this policy is renewed for the Policy Term beginning February 1, 2020 and ending February 1, 2021.
- Premiums for this Policy Term are: \$5,192.00

This form ends at the same time as the Policy. It is subject to all of the terms, limitations, and conditions of the Policy except as they are changed by it.

Signed for ACE American Insurance Company in Philadelphia, Pennsylvania.

JOHN J. LUPICA, President



ACE American Insurance Company (A Stock Company) Philadelphia, PA 19106 (Herein called We, Us, Our)

Blanket Accident Insurance Policy Amendment

RULLO A COLLA REBECCA L. COLLINS, Secretary

Policy Number: PTP N04963775 Effective Date: February 1, 2019

Policyholder: California State University Amendment No.: 1

This Amendment form is made a part of the Policy to which it is attached and applies as of the Effective Date shown above. If no Effective Date is shown, this Amendment takes effect as of the Policy Effective Date. Any changes in premium apply as of the first premium due date on or after the effective date of this form.

The Policy has been changed as follows:

- In consideration of the payment of the required premium, this policy is renewed for the Policy Term beginning February 1, 2019 and ending February 1, 2020.
- Premiums for this Policy Term are: \$5,192.00

This form ends at the same time as the Policy. It is subject to all of the terms, limitations, and conditions of the Policy except as they are changed by it.

Signed for ACE American Insurance Company in Philadelphia, Pennsylvania.

JOHN J. LUPICA, President



ACE American Insurance Company (A Stock Company) Philadelphia, PA 19106

Group Application

Application is hereby made for a plan of Blanket Accident Insurance based on the following statements and representations:

Applicant (Full Legal Name): California State University

Street Address: 401 Golden Shore, 5th Floor

City, State, Zip: Long Beach, CA 90802

Taxpayer ID #:

The terms and conditions of the requested plan of insurance may vary in certain states as required by the laws of those states. The terms of the policy when issued will govern. It is agreed the insurance applied for will not become effective unless: a) this Application is received and approved by the Insurance Company based on current rules and requirements; b) the Policy is accepted by the Applicant; and c) the required premium is paid when due.

Policy Number: PTP N04963775

Requested Policy Term: February 1, 2018 to February 1, 2019

Classes of Eligible Persons:

Class 1 All prospective athletes ages 14 to 25 participating in Basketball tryouts

sponsored and supervised by the Policyholder at one of the following named

campuses.

For any insurance paid for in part, or wholly, by individual insureds, the Applicant will support enrollment activities and allow all eligible persons an opportunity to enroll. No brochures or any material referencing the requested insurance will be published without the prior written approval of the Insurance Company.

DESCRIPTION OF COVERAGE

Covered Activities:

Class 1 Sponsored Activities Including travel to and from

home

Benefits:	Accidental Death & Dismemberment Accident Medical Expense Benefit
Additional Benefits:	
Premiums:	\$5,192.00 per Policy Term
The Applicant represents forms the basis of the requ	the information contained in this application is true and correct and ested insurance.
INSURER FOR THE PUPERSON. PENALTIES INSURER MAY DENY IN	E TO PROVIDE FALSE OR MISLEADING INFORMATION TO AN IRPOSE OF DEFRAUDING THE INSURER OR ANY OTHER NCLUDE IMPRISONMENT AND/OR FINES. IN ADDITION, AN ISURANCE BENEFITS IF FALSE INFORMATION MATERIALLY AS PROVIDED BY THE APPLICANT.
	Signed for the Policyholder
	Title
	Date
Signed by Licensed Reside (Where Required by Law)	ent Agent



ACE American Insurance Company (A Stock Company) Philadelphia, PA 19106

Blanket Accident Policy

POLICYHOLDER: California State University

POLICY NUMBER: PTP N04963775

POLICY EFFECTIVE DATE: February 1, 2018

POLICY TERM: February 1, 2018 to February 1, 2019

STATE OF DELIVERY: California

This Policy takes effect at 12:00 a.m. (midnight) at the Policyholder's address on the Policy Effective Date shown above. It will remain in effect for the duration of the Policy Term shown above if the premium is paid according to the agreed terms. This Policy terminates at 12:00 a.m. (midnight) at the Policyholder's address, on the last day of the Policy Term unless the Policyholder and We agree to continue coverage under this Policy for an additional Policy Term. If coverage is continued for an additional Policy Term and the required premiums are paid on or before the Premium Due Date, We will issue an amendment to identify the new Policy Term.

This Policy is governed by the laws of the state in which it is delivered.

Signed for ACE American Insurance Company in Philadelphia, Pennsylvania.

JOHN J. LUPICA, President

THIS IS A BLANKET ACCIDENT INSURANCE POLICY. IT PAYS BENEFITS FOR SPECIFIC LOSSES FROM ACCIDENT ONLY.

BENEFITS ARE NOT PAID FOR LOSS DUE TO SICKNESS.

PLEASE READ THE POLICY CAREFULLY.

TABLE OF CONTENTS

SECTION	PAGE
SCHEDULE OF BENEFITS	3
DEFINITIONS	5
ELIGIBILITY FOR INSURANCE	7
EFFECTIVE DATE OF INSURANCE	7
FERMINATION DATE OF INSURANCE	7
DESCRIPTION OF BENEFITS	8
HAZARDS INSURED AGAINST	10
EXCLUSIONS	12
CLAIM PROVISIONS	12
ADMINISTRATIVE PROVISIONS	14
GENERAL PROVISIONS	14

SCHEDULE OF BENEFITS

PREMIUM DUE DATE: On or before the Policy Effective Date, and subsequently, on the

Renewal Date, if the Policy is renewed for an additional term.

AGGREGATE LIMIT:

Benefit Maximum: per Covered Accident: \$1,000,000

We will not pay more than the Benefit Maximum for all Accidental Death & Dismemberment losses per Covered Accident. If, in the absence of this provision, We would pay more than Benefit Maximum for all losses from one Covered Accident, then the benefits payable to each person with a valid claim will be reduced proportionately, so the total amount We will pay is the Benefit Maximum.

CLASSES OF ELIGIBLE PERSONS:

A person may be insured only under one Class of Eligible Persons even though he or she may be eligible under more than one class.

Class 1 All prospective athletes ages 14 to 25 participating in Basketball tryouts sponsored and supervised by the Policyholder at one of the following named campuses.

SCHEDULE OF NAMED AFFILIATES

<u>Name</u>	Effective Date
CSU Bakersfield	02/02/2018
CSU Chico	02/02/2018
CSU Dominguez Hills	02/02/2018
CSU East Bay	02/02/2018
CSU Fresno	02/02/2018
CSU Fullerton	02/02/2018
Humboldt State University	02/02/2018
CSU Long Beach	02/02/2018
CSU Los Angeles	02/02/2018
California Maritime Academy	02/02/2018
CSU Monterey Bay	02/02/2018
CSU Northridge	02/02/2018
California State Polytechnic University, Pomona	02/02/2018
CSU Sacramento	02/02/2018
CSU San Bernardino	02/02/2018
San Diego State University	02/02/2018
San Francisco State University	02/02/2018
San Jose State University	02/02/2018
California Polytechnic State University, San Luis Obispo	02/02/2018
CSU San Marcos	02/02/2018
Sonoma State University	02/02/2018

^{*}Dependents are not eligible for Coverage under this Policy.

CSU Stanislaus 02/02/2018

PLAN BENEFITS & COVERED ACTIVITIES:

Accidental Death & Dismemberment Benefits

Class 1 Principal Sum \$10,000

Sponsored Activities Including travel to and from

home

Accident Medical Expense Benefits

Benefit Maximum:

Class 1 \$1,000,000

Maximum Benefit Period: 365 days from the date of the Covered Accident

Incurral Period: 60 days from the date of the Covered Accident

Deductible: \$0

Co-insurance Rate: 100% of the Usual and Customary Charges

INITIAL PREMIUM RATES: \$5,192.00 per Policy Term

DEFINITIONS

Please note, certain words used in this document have specific meanings. These terms will be capitalized throughout the document. The definition of any word, if not defined in the text where it is used, may be found either in this Definitions section or in the *Schedule of Benefits*.

- "Active Service" means a Covered Person is either 1) actively at work performing all regular duties at his or her employer's place of business or someplace the employer requires him or her to be; 2) employed, but on a scheduled holiday, vacation day, or period of approved paid leave of absence; or 3) if not employed, able to engage in substantially all of the usual activities of a person in good health of like age and sex and not confined in a Hospital or rehabilitation or rest facility.
- "Covered Accident" means an accident that occurs while coverage is in force for a Covered Person and results directly and independently of all other causes in a loss or Injury covered by the Policy for which benefits are payable.
- "Covered Activity" means any activity in which a Covered Person must be engaged when a Covered Accident occurs in order to be eligible for benefits under the Policy. These Covered Activities are listed in the Schedule of Benefits and described in the Hazards section of the Policy.
- "Covered Loss" or "Covered Losses" means an accidental death, dismemberment, or other Injury covered under the Policy.
- "Covered Person" means any eligible person, including Dependents if eligible for coverage under the Policy, for whom the required premium is paid. If the cost for this insurance is paid for by the Policyholder, individual applications are not required for an eligible person to be a Covered Person.
- "Dependent" means an Insured's lawful spouse or an Insured's unmarried child, from the moment of birth to age 19, 25 if a full-time student, who is chiefly dependent on the Insured for support. A child, for eligibility purposes, includes an Insured's natural child; adopted child, beginning with any waiting period pending finalization of the child's adoption; or a stepchild who resides with the Insured or depends on the Insured for financial support. A Dependent may also include any person related to the Insured by blood or marriage and for whom the Insured is allowed a deduction under the Internal Revenue Code.

Insurance will continue for any Dependent child who reaches the age limit and continues to meet the following conditions: 1) the child is handicapped, 2) is not capable of self-support and 3) depends mainly on the Insured for support and maintenance. The Insured must send Us satisfactory proof that the child meets these conditions, when requested. We will not ask for proof more than once a year.

- "Doctor" means a licensed health care provider acting within the scope of his or her license and rendering care or treatment to a Covered Person that is appropriate for the conditions and locality. It will not include a Covered Person or a member of the Covered Person's Immediate Family or household.
- "Hospital" means an institution that: 1) operates as a Hospital pursuant to law for the care, treatment, and providing of in-patient services for sick or injured persons; 2) provides 24-hour

nursing service by Registered Nurses on duty or call; 3) has a staff of one or more licensed Doctors available at all times; 4) provides organized facilities for diagnosis, treatment and surgery, either: (i) on its premises; or (ii) in facilities available to it, on a pre-arranged basis; 5) is not primarily a nursing care facility, rest home, convalescent home, or similar establishment, or any separate ward, wing or section of a Hospital used as such; and 6) is not a place for drug addicts, alcoholics, or the aged.

"Injury" means accidental bodily harm sustained by a Covered Person that results directly and independently from all other causes from a Covered Accident. The Injury must be caused solely through external, violent and accidental means. All injuries sustained by one person in any one Covered Accident, including all related conditions and recurrent symptoms of these injuries, are considered a single Injury.

"Insured" means a person in a Class of Eligible Persons for whom the required premium is paid making insurance in effect for that person.

"Medical Emergency" means a condition caused by an Injury or Sickness that manifests itself by symptoms of sufficient severity that a prudent lay person possessing an average knowledge of health and medicine would reasonably expect that failure to receive immediate medical attention would place the health of the person in serious jeopardy.

"Medically Necessary" means a treatment, service or supply that is: 1) required to treat an Injury; 2) prescribed or ordered by a Doctor or furnished by a Hospital; 3) performed in the least costly setting required by the Covered Person's condition; and 4) consistent with the medical and surgical practices prevailing in the area for treatment of the condition at the time rendered. Purchasing or renting 1) air conditioners; 2) air purifiers; 3) motorized transportation equipment; 4) escalators or elevators in private homes; 5) eye glass frames or lenses; 6) hearing aids; 7) swimming pools or supplies for them; and 8) general exercise equipment are not Medically Necessary. A service or supply may not be Medically Necessary if a less intensive or more appropriate diagnostic or treatment alternative could have been used. We may consider the cost of the alternative to be the Covered Expense.

"Sickness" means an illness, disease or condition of the Covered Person that causes a loss for which a Covered Person incurs medical expenses while covered under this Policy. All related conditions and recurrent symptoms of the same or similar condition will be considered one Sickness.

"We," "Our," "Us" means the insurance company underwriting this insurance or its authorized agent.

ELIGIBILITY FOR INSURANCE

Each person in one of the Classes of Eligible Persons shown in the *Schedule of Benefits* is eligible to be insured on the Policy Effective Date, or the day he or she becomes eligible, if later. We maintain the right to investigate eligibility status and attendance records to verify eligibility requirements are met. If We discover the eligibility requirements are not met, Our only obligation is to refund any premium paid for that person.

EFFECTIVE DATE OF INSURANCE

An Eligible Person will be insured on the later of Policy Effective Date or the date he or she is eligible, if not required to contribute to the cost of this insurance.

If an Eligible Person is not in Active Service on the date insurance would otherwise be effective, it will be effective on the date he or she returns to Active Service.

TERMINATION DATE OF INSURANCE

An Insured's coverage will end on the earliest of the date:

- 1. the Policy terminates;
- 2. the Insured is no longer eligible; or
- 3. the period ends for which premium is paid.

Termination of the Policy will not affect Trip coverage, if premium for the Trip is paid prior to the actual start of the Trip.

SCOPE OF COVERAGE

Full Excess Benefits

We pay Covered Expenses:

- 1. after the Covered Person satisfies any Deductible; and
- 2. only when they are in excess of amounts paid by any other Health Care Plan.

We pay benefits without regard to any Coordination of Benefits provisions in any other Health Care Plan.

"Health Care Plan" means a policy or other benefit or service arrangement for medical or dental care or treatment under: 1) group or blanket coverage, whether on an insured or self-funded basis; 2) hospital or medical service organizations on a group basis; 3) Health Maintenance Organizations on a group basis; 4) group labor-management plans; 5) employee benefit organization plans; 6) association plans on a group or franchise basis; or 7) any other group employee welfare benefit plan as defined in the Employee Retirement Income Security Act of 1974, as amended.

DESCRIPTION OF BENEFITS

The following Provisions explain the benefits available under the Policy. Please see the *Schedule of Benefits* for the applicability of these benefits on a class level.

Accidental Death and Dismemberment Benefits

If Injury to the Covered Person results in any one of the losses shown below within 365 days from the date of a Covered Accident, We will pay the Benefit Amount shown below for that loss. The Principal Sum is shown in the *Schedule of Benefits*. If multiple losses occur, only one Benefit Amount, the largest, will be paid for all losses due to the same Covered Accident.

Schedule of Covered Losses

Covered Loss	Benefit Amount
Life	100% of the Principal Sum
Two or more Members	100% of the Principal Sum
One Member	50% of the Principal Sum
Thumb and Index Finger of the Same Hand	25% of the Principal Sum

"Member" means Loss of Hand or Foot, and Loss of Sight. "Loss of Hand or Foot" means complete Severance through or above the wrist or ankle joint. "Loss of Sight" means the total, permanent Loss of Sight of one eye. "Loss of a Thumb and Index Finger of the Same Hand" means complete Severance of at least one whole phalanx of the same hand. "Severance" means the complete separation and dismemberment of the part from the body.

Accident Medical Expense Benefits

We will pay Accident Medical Expense Benefits for Covered Expenses that result directly, and from no other cause, from a Covered Accident. These benefits are subject to any Deductible, Maximum Benefit Period, Benefit Maximum and other terms or limits shown in the *Schedule of Benefits*.

Accident Medical Expense Benefits are only payable:

- 1. for Usual and Customary Charges incurred after the Deductible (if any) has been met;
- 2. for those Medically Necessary Covered Expenses that the Covered Person receives; and
- 3. if the first incurred expenses are within the Incurral Period shown in the Schedule of Benefits.

No benefits will be paid for any expenses incurred that are in excess of Usual and Customary Charges.

Covered Medical Expenses

- Hospital Room and Board Expenses (includes Intensive Care Expenses): the daily room
 rate when a Covered Person is Hospital Confined and general nursing care is provided
 and charged for by the Hospital. In computing the number of days payable under this
 benefit, the date of admission will be counted but not the date of discharge.
- 2. Ancillary Hospital Expenses: services and supplies including operating room, laboratory tests, anesthesia and medicines (excluding take home drugs) when Hospital Confined.
- 3. Medical Emergency Care (room and supplies) Expenses: incurred within 72 hours of a Covered Accident and including the attending Doctor's charges, X-rays, laboratory procedures, use of the emergency room and supplies.

- 4. Outpatient Surgical Room and Supply Expenses for use of the surgical facility.
- 5. Outpatient diagnostic X-rays, laboratory procedures and tests.
- 6. Doctor Non-Surgical Treatment/Examination Expenses (excluding medicines) including the Doctor's initial visit, each necessary follow-up visit and consultation visits when referred by the attending Doctor.
- 7. Doctor's Surgical Expenses: If an Injury requires multiple surgical procedures through the same incision, We will pay only one benefit, the largest of the procedures performed. If multiple surgical procedures are performed during the same operative session but through different incisions, We will pay benefits for the most expensive procedure and 50% of covered expenses for the additional surgeries.
- 8. Assistant Surgeon Expenses when Medically Necessary.
- 9. Anesthesiologist Expenses for pre-operative screening and administration of anesthesia during a surgical procedure whether on an inpatient or outpatient basis.
- 10. Outpatient Laboratory Test Expenses.
- 11. Physiotherapy Expenses on an inpatient or outpatient basis limited to one visit per day; Expenses include treatment and office visits connected with such treatment when prescribed by a Doctor, including diathermy, ultrasonic, whirlpool, or heat treatments, adjustments, manipulation, massage or any form of physical therapy.
- 12. X-ray Expenses (including reading charges) but not for dental X-rays.
- 13. Diagnostic Imaging Expenses: including Magnetic Resonance Imaging (MRI) and CAT Scan.
- 14. Dental Expenses including dental x-rays for the repair or treatment of each injured tooth that results from a Covered Accident. We will not pay for dental treatment to a diseased and decayed tooth, dental implants, and fixed and removable bridges.
- 15. Ambulance Expenses for transportation from the emergency site to the Hospital.
- 16. Rehabilitative braces or appliances prescribed by a Doctor. It must be durable medical equipment that 1) is primarily and customarily used to serve a medical purpose; 2) can withstand repeated use; and 3) generally is not useful to a person in the absence of Injury. No benefits will be paid for rental charges in excess of the purchase price.
- 17. Prescription Drug Expenses (for injuries only) prescribed by a Doctor and administered on an outpatient basis.
- 18. Medical Equipment Rental Expenses for a wheelchair or other medical equipment that has therapeutic value for a Covered Person. We will not cover computers, motor vehicles or modifications to a motor vehicle, ramps and installation costs, eyeglasses and hearing aids.
- 19. Medical Services and Supplies: expenses for blood and blood transfusions; oxygen and its administration.

"Covered Expenses" means expenses actually incurred by or on behalf of a Covered Person for treatment, services and supplies covered by the Policy. Coverage under this Policy must remain continuously in force from the date of the Covered Accident until the date treatment, services or supplies are received for them to be a Covered Expense. A Covered Expense is deemed to be incurred on the date such treatment, service or supply, that gave rise to the expense or the charge, was rendered or obtained.

"Deductible" means the dollar amount of Covered Expenses that must be incurred as an outof-pocket expense by each Covered Person per Covered Accident basis before Accident Medical Expense Benefits are payable under the Policy.

"Medical Emergency" means a condition caused by an Injury that manifests itself by symptoms of sufficient severity that a prudent lay person possessing an average knowledge of

health and medicine would reasonably expect that failure to receive immediate medical attention would place the health of the person in serious jeopardy.

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

In addition to the General Exclusions, We will not pay Accident Medical Expense Benefits for any loss, treatment or services resulting from or contributed to by:

- treatment by persons employed or retained by the Policyholder, or by any Immediate Family or member of the Covered Person's household.
- treatment of sickness, disease or infections except pyogenic infections or bacterial infections that result from the accidental ingestion of contaminated substances.
- treatment of hernia, Osgood-Schlatter's Disease, osteochondritis, appendicitis, osteomyelitis, cardiac disease or conditions, pathological fractures, congenital weakness, detached retina unless caused by an Injury, or mental disorder or psychological or psychiatric care or treatment (except as provided in the Policy), whether or not caused by a Covered Accident.
- pregnancy, childbirth, miscarriage, abortion or any complications of any of these conditions.
- mental and nervous disorders (except as provided in the Policy).
- damage to or loss of dentures or bridges, or damage to existing orthodontic equipment (except as specifically covered by the Policy).
- expense incurred for treatment of temporomandibular or craniomandibular joint dysfunction and associated myofacial pain (except as provided by the Policy).
- Injury covered by Workers' Compensation, Employer's Liability Laws or similar occupational benefits or while engaging in activity for monetary gain from sources other than the Policyholder.
- Injury or loss contributed to by the use of drugs unless administered by a Doctor.
- cosmetic surgery, except for reconstructive surgery needed as the result of an Injury.
- any elective treatment, surgery, health treatment, or examination, including any service, treatment or supplies that: (a) are deemed by Us to be experimental; and (b) are not recognized and generally accepted medical practices in the United States.
- eyeglasses, contact lenses, hearing aids, examinations or prescriptions for them, or repair or replacement of existing artificial limbs, orthopedic braces, or orthotic devices.
- expenses payable by any automobile insurance policy without regard to fault. (This
 exclusion does not apply in any state where prohibited).
- conditions that are not caused by a Covered Accident.
- participation in any activity or hazard not specifically covered by the Policy.
- any treatment, service or supply not specifically covered by the Policy.

HAZARDS INSURED AGAINST

We will pay benefits described in this Policy when a Covered Person suffers a loss or Injury as a result of a Covered Accident during one of the Covered Activities listed in the *Schedule of Benefits*. We will only pay benefits if the Insured is engaged in one of the hazards described below when the Covered Accident occurs. Unless otherwise specified, We pay benefits only once for any one Covered Accident, even if it is covered by more than one hazard.

Sponsored Activities

The Covered Accident must take place:

- 1. on the premises of the Policyholder during normal hours of operation; or
- 2. on the premises of the Policyholder during other periods, if attending or participating in a Covered Activity; or
- 3. away from the premises of the Policyholder while attending or participating in a Covered Activity at its scheduled site.

The Covered Activity includes travel without deviation or interruption between home and the site of the Covered Activity.

Benefits are paid as described in this Policy if the Covered Accident occurs while the Covered Person is in a vehicle:

- 1. operated by a properly licensed driver over the age of 25 who is under the direct supervision of the Policyholder; and
- 2. when travel time does not exceed 24 hours each way.

Travel time includes the time:

- 1. to or from home and the premises of the Covered Activity;
- 2. before the appointed time; and
- 3. after the Covered Activity is completed.

EXCLUSIONS

We will not pay benefits for any loss or Injury that is caused by, or results from:

- intentionally self-inflicted Injury. (applicable to Accidental Death and Dismemberment Benefit only)
- suicide or attempted suicide. (applicable to Accidental Death and Dismemberment Benefit only)
- war or any act of war, whether declared or not.
- a Covered Accident that occurs while on active duty service in the military, naval or air
 force of any country or international organization. Upon Our receipt of proof of service,
 We will refund any premium paid for this time. Reserve or National Guard active duty
 training is not excluded unless it extends beyond 31 days.
- sickness, disease, bodily or mental infirmity, bacterial or viral infection, or medical or surgical treatment thereof, except for any bacterial infection resulting from an accidental external cut or wound or accidental ingestion of contaminated food.
- piloting or serving as a crewmember in any aircraft (except as provided by the Policy).
- commission of, or attempt to commit, a felony.
- the Covered Person being legally intoxicated as determined according to the laws of the jurisdiction in which the Injury occurred.
- riding in any aircraft except as a fare-paying passenger on a regularly scheduled or charter airline.
- Injury covered by workers' compensation, employers' liability laws, or similar occupational benefits.
- Injury or loss contributed to the use of any drug or narcotic, except as prescribed by a Doctor.

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

CLAIM PROVISIONS

Notice Of Claim: A claimant must give Us or Our authorized representative written (or authorized electronic or telephonic) notice of claim within 90 days after any loss covered by the Policy occurs. If notice cannot be given within that time, it must be given as soon as reasonably possible. This notice should identify the Covered Person and the Policy Number.

Claim Forms: Upon receiving written notice of claim, We will send claim forms to the claimant within 15 days. If We do not furnish such claim forms, the claimant will satisfy the requirements of written proof of loss by sending the written (or authorized electronic or telephonic) proof as shown below. The proof must describe the occurrence, extent and nature of the loss.

Proof Of Loss: Written (or authorized electronic or telephonic) proof of loss must be sent to the agent authorized to receive it. Written (or authorized electronic or telephonic) proof must be given within 90 days after the date of loss. If it cannot be provided within that time, it should be sent as soon as reasonably possible. In no event, except in the absence of legal capacity, should proof of loss be sent later than one year from the time proof is otherwise required.

Claimant Cooperation Provision: Failure of a claimant to cooperate with Us in the administration of a claim may result in the termination of a claim. Such cooperation includes, but is not limited to, providing any information or documents needed to determine whether benefits are payable or the actual benefit amount due.

Time Payment Of Claims: Any benefits due will be paid when We receive written (or authorized electronic or telephonic) proof of loss.

Payment Of Claims: If the Insured dies, any death benefits or other benefits unpaid at the time of the Insured's death will be paid to the beneficiary our records indicate the Insured designated for these plan benefits. If no named beneficiary or surviving beneficiary is on record with Us or Our authorized agent, death proceeds will be paid to the beneficiary the Insured has designated under the Group Life Insurance Policy issued to the Policyholder and in effect at the time of the Insured's death.

If there is no named beneficiary or surviving beneficiary on record under the Group Life Insurance Policy issued to the Policyholder or with us or Our authorized agent, We pay benefits in equal shares to the first surviving class of the following: 1) Spouse; 2) Children; 3) Parents; 4) Brothers and sisters. If there are no survivors in any of these classes, We will pay the Insured's estate.

All other benefits will be paid to the Insured. If the Insured is: (1) a minor; or (2) in Our opinion unable to give a valid release because of incompetence, We may pay any amount due to a parent, guardian, or other person actually supporting him or her. Any payment made in good faith will end Our liability to the extent of the payment.

If a Covered Loss is suffered by a Covered Person who resides outside of the United States, its territories and possessions and in a Country where the Company is not permitted to provide insurance without a License, the Company will pay benefits under the Policy to the Policyholder, who:

- 1. will hold such payment in trust for the sole use and benefit of the insured person or his or her beneficiary or other person to whom such benefits are payable ("Payee"); and
- 2. will remit such payment to the Payee in accordance with applicable law.

Any such payment the Company makes to the Policyholder is a full discharge of the Company's liability for the claim for which payment is made.

"Country" includes any political jurisdiction that independently regulates the licensing of insurance companies.

"License" or "Licensed" means with respect to any Country, authorized or otherwise permitted in accordance with applicable law to conduct the business of accident and sickness insurance in such Country.

Beneficiary: The Insured may designate a beneficiary. The Insured has the right to change the beneficiary at any time by written (or electronic and telephonic) notice. If the Insured is a minor, his or her parent or guardian may exercise this right for him or her. The change will be effective when We or Our authorized agent receive it. When received, the effective date is the date the notice was signed. We are not liable for any payments made before the change was received. We cannot attest to the validity of a change.

The Insured is the beneficiary for any covered Dependent.

Assignment: At the request of the Insured or his or her parent or guardian, if the Insured is a minor, medical benefits may be paid to the provider of service. Any payment made in good faith will end our liability to the extent of the payment.

Physical Examinations And Autopsy: We have the right to have a Doctor of Our choice examine the Covered Person as often as is reasonably necessary. This section applies when a claim is pending or while benefits are being paid. We also have the right to request an autopsy in the case of death, unless the law forbids it. We will pay the cost of the examination or autopsy.

Legal Actions: No lawsuit or action in equity can be brought to recover on this Policy: (1) before 60 days following the date proof of loss was given to Us; or (2) after 3 years following the date proof of loss is required.

ADMINISTRATIVE PROVISIONS

Premiums: The premiums for this Policy will be based on the rates currently in force, the plan and amount of insurance in effect.

Changes In Premium Rates: We may change the premium rates from time to time with at least 31 days advanced written, or authorized electronic or telephonic notice. No change in rates will be made until 12 months after the Policy Effective Date. An increase in rates will not be made more often than once in a 12-month period. However, We reserve the right to change rates at any time if any of the following events take place.

- 1. The terms of the Policy change.
- 2. A division, subsidiary, affiliated organization or eligible class is added or deleted from the Policy.
- 3. Any federal or state law or regulation is amended to the extent it affects Our benefit obligation.
- 4. There is a change in the market factors or factors bearing on the risk assumed.

If an increase or decrease in rates takes place on a date that is not a Premium Due Date, a pro rata adjustment will apply from the date of the change to the next Premium Due Date.

Payment of Premium: The first Premium is due on the Policy Effective Date. If any premium is not paid when due, the Policy will be canceled as of the Premium Due Date, except as provided in the Policy Grace Period section.

Policy Grace Period: A Policy Grace Period of 31 days will be granted for the payment of the required premiums. The Policy will remain in force during the Grace Period. If the required premiums are not paid during the Policy Grace Period, insurance will end on the last Premium Due Date on which required premiums were paid. The Policyholder will be liable to Us for any unpaid premium for the time the Policy was in force.

GENERAL PROVISIONS

Entire Contract; Changes: The Policy (including any endorsements or amendments), the signed application of the Policyholder, and any individual applications of Covered Persons, are the entire contract. Any statements made by the Policyholder or Covered Persons will be treated as representations and not warranties. No such statement shall void the insurance, reduce the benefits, or be used in defense of a claim for loss incurred unless it is contained in a written application.

To be valid, any change or waiver must be in writing (or authorized electronic or telephonic communications). It must be signed by our president or secretary and be attached to the Policy. No agent has authority to change or waive any part of the Policy.

Policy Effective Date and Termination Date: The Policy begins on the Policy Effective Date shown on page 1 of the Policy. We may terminate this Policy by giving 31 days advance notice in writing (or authorized electronic or telephonic means) to the Policyholder. The Policyholder may terminate this Policy on any Premium Due Date by giving 31 days advance written (or authorized electronic or telephonic) notice to Us. The Policyholder will promptly send each Covered Person a copy of the termination notice by mail, and promptly notify Us with proof of the mailing. This Policy terminates automatically on the earlier of: 1) the last day of the Policy Term; or 2) the Premium Due Date if Premiums are not paid when due. Termination takes effect at 12:00 a.m. (midnight) at the Policyholder's address on the date of termination.

Clerical Error: If a clerical error is made, it will not affect the insurance of any Covered Person. No error will continue the insurance of a Covered Person beyond the date it should end under the Policy terms.

Examination Of Records And Audit: We shall be permitted to examine and audit the Policyholder's books and records at any time during the term of the Policy and within 2 years after the final termination of the Policy as they relate to the premiums or subject matter of this insurance.

Certificates Of Insurance: Where it is required by law, or upon the request of the Policyholder, We will make available certificates outlining the insurance coverage and to whom benefits are payable under the Policy.

Conformity With State Laws: On the effective date of this Policy, any provision that is in conflict with the laws in the state where it is issued is amended to conform to the minimum requirements of such laws.

Not In Lieu Of Workers' Compensation: This Policy is not a workers' compensation policy. It does not provide workers' compensation benefits.

Chubb. Insured."