



---

Voluntary Accident  
INSURANCE CERTIFICATE  
Issued by  
FEDERAL INSURANCE COMPANY  
FOR  
CONTRACTORS BENEFIT ASSOCIATION

Chubb Underwriting Office: FEDERAL INSURANCE COMPANY  
202 Hall's Mill Road  
P.O. Box 1600  
Whitehouse Station, New Jersey 08889-1600  
(877)297-4225

---

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

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

---

**Please Read This Certificate Carefully**

GCC500MO

**Table of Contents**

Insuring Agreement..... 3

Schedule Of Benefits..... 4

Hazards..... 9

Contract..... 10

    Section I - Insurance..... 10

    Section II - Eligibility, Effective Date, and Termination..... 11

    Section III - Extensions of Insurance..... 11

    Section IV - Maximum Payment for Multiple Losses and Multiple Benefits ..... 12

    Section V - Territory..... 12

    Section VI - General Exclusions..... 12

    Section VII - Definitions..... 14

    Section VIII - General Provisions..... 22

Endorsements..... 29

GCC5001

## Insuring Agreement

---

### Section I

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

**Policyholder's** Name and Address:

CONTRACTORS BENEFIT ASSOCIATION  
16476 WILD HORSE CREEK ROAD  
CHESTERFIELD, MO 63017

Policy Number: 9907-21-55

Effective Date: 11/01/2012

Anniversary Date: November 1

*Issued by the stock insurance company  
indicated below:*

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

GCC5002

---

### Section II-Policy Period

#### Policy Period

From: 11/01/2012

To: 11/01/2013

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

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

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

GCC5004

---

## Schedule of Benefits

---

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

**Policyholder's Name:**

CONTRACTORS BENEFIT ASSOCIATION

*Issued by the stock insurance company  
indicated below:*

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

GCC6000

---

### Section I - Insured Persons

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

<u>Class</u>	<u>Description</u>
1	All members

GCC6002

---

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

If the same benefits apply under multiple **Classes** for which **You** have **Contributory Insurance** under the policy, then only the largest **Benefit Amount** for each benefit applicable under all such **Classes** will be paid.

If the same benefits apply under multiple **Classes** for which **You** have **Non-Contributory Insurance** under the policy, then only the largest **Benefit Amount** for each benefit applicable under all such **Classes** will be paid.

GCC6004

---

### Section II - Qualification Period

#### **Contributory Insurance**

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

If **You** enter an eligible **Class** after the Effective Date: none

GCC6008

---

### Section III - Hazards

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

<b>Class</b>	<b>Hazard(s)</b>
1	24 Hour Business and Pleasure

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

GCC6010

---

**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	24 Hour Business and Pleasure	\$25,000

GCC6012

---

## Reduction of Principal Sum

If **You** are age 70 or older on the date of an **Accident** causing **Loss**, then the **Principal Sum** payable will be reduced according to the following schedule:

Age on Date of <b>Accident</b> :	Amount of <b>Principal Sum</b> after reduction:
70-74	65% of the <b>Principal Sum</b> shown above
75-79	45% of the <b>Principal Sum</b> shown above
80-84	30% of the <b>Principal Sum</b> shown above
85 and over	15% of the <b>Principal Sum</b> shown above

GCC6014

## B) Accidental Death and Dismemberment Benefits:

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

### Class(es)

All

### Accidental:

	Benefit Amounts (Percentage of Principal Sum)
<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>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>Loss of Thumb and Index Finger</b> of the same hand	25%

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

GCC6016

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

GCC6018

## C) Additional Benefits

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

### Brain Damage

#### Class 1

**Benefit Amount** 100% of the **Principal Sum**

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

GCC6020

**Burn**

**Class 1**

**Maximum Benefit Amount** 50% of the **Principal Sum** up to a maximum of \$12,500

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

GCC6022

**Total Loss of Use**

**Class 1**

	<b>Benefit Amount (Percentage of Principal Sum)</b>
<b>Loss of Use of:</b>	
One Hand or One Foot	25%
Both Hands or Both Feet or a Combination of One Hand and One Foot	50%
One Arm or One Leg	50%
Both Arms or Both Legs or a Combination of One Arm and One Leg	75%
Both Arms and Both Legs	100%

**Elimination Period** 365 days

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

GCC6086

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

GCC6090



---

## Hazards

---

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

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

GCC5513

---

## Contract

---

### Section I - Insurance

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

---

#### Accidental Death and Dismemberment

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

GCC5010MO

---

#### Brain Damage

We will pay the **Maximum Benefit Amount** for **Brain Damage**, if an accidental bodily **Injury** results in **Brain Damage** to **You**. The **Benefit Amount** for **Brain Damage** will be paid if:

- 1) **Brain Damage** begins, and is diagnosed by a **Physician**, within thirty (30) days after the accident;
- 2) **You** are in a **Hospital** or other licensed facility, to receive **Medically Necessary** treatment for **Brain Damage**, prescribed and supervised by a **Physician**, within the first thirty (30) days following the accident;
- 3) **Brain Damage** continues for twelve (12) consecutive months; and
- 4) a **Physician** determines **Brain Damage** is permanent, complete and irreversible at the end of the twelve (12) consecutive months.

The **Maximum Benefit Amount** for **Brain Damage** will be the percentage of **Your Principal Sum** shown in Section IV-C of the Schedule of Benefits. If **You** die within 365 days after the accident, then **We** will pay a lump sum equal to **Your Principal Sum**, less any **Maximum Benefit Amount** for **Brain Damage** already paid.

GCC5012MO

---

#### Burn Benefit

We will pay up to the **Maximum Benefit Amount** for **Burns**, shown in Section IV - C of the Schedule of Benefits, if an accidental bodily **Injury** causes **You** to be **Burned**. The **Benefit Amount** for **Burn** is determined by multiplying the percentage of the body surface actually **Burned** by the **Maximum Benefit Amount** for **Burn**. The attending **Physician** will determine the percentage applicable to each **Burn**.

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

GCC5014MO

---

#### Total Loss of Use

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

GCC5076MO

---

## Section II - Eligibility, Effective Date and Termination

---

### Eligibility

A person becomes insured under the 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;
- 2) such person has elected insurance under the policy or for whom insurance is elected;
- 3) such person has completed any required Qualification Period as shown in Section II of the Schedule of Benefits; and
- 4) the required premium for such person has been paid.

GCC5081

---

### Effective Date of Insurance for You

Insurance for **You** becomes effective on the latest of:

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

GCC5082

---

### Termination of Insurance

Insurance for **You** automatically terminates on the earliest of:

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

GCC5084

---

## Section III - Extensions Of Insurance

---

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

### Disappearance

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

GCC5088

### Exposure

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

GCC5090

---

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

---

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

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

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

For the purposes of this provision the definition of **Loss** includes **Brain Damage, Total Loss of Use**.  
GCC5092MO

---

## Section V - Territory

---

This insurance applies worldwide.

GCC5094

---

## Section VI - General Exclusions

---

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

---

### Aircraft Pilot or Crew

---

This insurance does not apply to any accident, accidental bodily **Injury** or **Loss** caused by or resulting from, directly or indirectly, **You** riding as a passenger in, entering, or exiting any aircraft while acting or training as a pilot or crew member.

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

GCC5098MO

---

## **Disease or Illness**

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

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

GCC5102MO

---

## **Incarceration**

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

GCC5106MO

---

## **Service in the Armed Forces**

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

GCC5116MO

---

## **Specialized Aviation**

This insurance does not apply to any accident, accidental bodily **Injury** or **Loss** caused by or resulting from, directly or indirectly, **You** traveling or flying on any aircraft engaged in **Specialized Aviation Activities**.

GCC5118MO

---

## **Suicide or Intentional Injury**

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

GCC5120MO

---

## **Trade Sanctions**

This insurance does not apply to any accident, accidental bodily **Injury** or **Loss** when:

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

GCC5122MO

---

## War

This insurance does not apply to any accident, accidental bodily **Injury** or **Loss** caused by or resulting from, directly or indirectly, a declared or undeclared **War**.

GCC5126MO

---

## Section VII - Definitions

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

---

### Actively at Work or Active Work

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

GCC5606

---

### Activities of Daily Living

**Activities of Daily Living** means:

- 1) eating -feeding oneself by getting food into the body from a receptacle (such as a plate, cup or table) or by feeding tube intravenously;
- 2) toileting -getting to and from the toilet, getting on and off the toilet and performing associated hygiene;
- 3) transferring -moving into or out of a bed, chair or wheelchair;
- 4) bathing -washing oneself by sponge bath; or in either a tub or shower, including the task of getting into or out of the tub or shower;
- 5) dressing -putting on and taking off all items of clothing and any necessary braces, fasteners or artificial limbs;
- 6) continence -ability to maintain the control of bowel and bladder functions; or when unable to maintain control of bowel or bladder function, the ability to perform associated personal hygiene (including caring for catheter or colostomy bag).

GCC5608

---

### Benefit Amount

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

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

GCC5612MO

---

Burn or Burned

**Burn or Burned** means a third degree burn, according to the Rule of Nines or the Lund-Browder Chart, caused by a source that is thermal, chemical, electrical or nuclear.

GCC5620

---

Brain Damage

**Brain Damage** means physical damage to the brain that causes **Your** inability to perform, without assistance, at least three (3) **Activities of Daily Living**.

GCC5624

---

Class

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

GCC5628

---

Company

**Company** means FEDERAL INSURANCE COMPANY.

GCC5648

---

Contributory Insurance

**Contributory Insurance** means insurance that the **Policyholder** makes available for which the premium payment is either shared by the **Policyholder** and **You** or paid completely by **You**.

GCC5649

---

Conveyance

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

GCC5650

---

Dependent Child

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

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

GCC5662

---

Elimination Period

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

GCC5670

---

Full-time Employee

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

GCC5684

---

Hazard

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

GCC5696

---

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.

GCC5712

---



### Immediate Family Member

**Immediate Family Member** means **You**:

- 1) **Spouse**;
- 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** 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.

GCC5716

---

### Incapacitated Dependent Child

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

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

GCC5718

---

### Injury

**Injury** means bodily injury which:

- 1) is accidental;
- 2) is the direct source of a loss;
- 3) is independent of illness, disease or other cause; and
- 4) occurs while **You** are insured under the policy, which is in force.

**Injury** does not include conditions caused by repetitive motion or cumulative trauma and not a result of an accident, including but not limited to Carpal Tunnel Syndrome, Osgood-Schlatter's Disease, bursitis, Chondromalacia, shin splints, stress fractures and tendinitis.

GCC5720MO

---

### 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.

GCC5724

---

### 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.

GCC5728

---

### Leased Aircraft

**Leased Aircraft** means an aircraft not owned by the **Policyholder**, which is subject to a written lease agreement between the **Policyholder** and the lessor. The **Policyholder** uses the aircraft as it wishes for the term of the written lease agreement. The **Policyholder** cannot alter or sell the aircraft without the consent of the lessor. **Leased Aircraft** includes aircraft subject to a short-term lease. If the written lease is short term, then the lease term shall not be more than two (2) trips.

GCC5730

---

### Loss

**Loss** means accidental:

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

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

GCC5732MO

---

### 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.

GCC5734

---

### 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.

GCC5736

---

### 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**.

GCC5738

---

### 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**.

GCC5740

---

### 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**.

GCC5742

---

### 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**.

GCC5744

---

### 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**.

GCC5748

---

### 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.

GCC5750

---

### Medically Necessary

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

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

GCC5758

---

Non-Contributory Insurance

**Non-Contributory Insurance** means insurance that the **Policyholder** makes available for which the premium is paid completely by the **Policyholder**.

GCC5763

---

Operated Aircraft

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

GCC5768

---

Owned Aircraft

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

GCC5772

---

Physician

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

- 1) **You**;
- 2) an **Immediate Family Member**.

GCC5782

---

Policyholder

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

GCC5786

---

Primary Insured Person

**Primary Insured Person** means an **Insured Person** who:

- 1) has a direct relationship with the **Policyholder**; and
- 2) where applicable, elects insurance under this policy; and
- 3) pays the required premium for the insurance elected.

GCC5790

---

Principal Sum

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

GCC5792

---

Proof of Loss

**Proof of Loss** means written evidence acceptable to Us that an accident, accidental bodily **Injury** or **Loss** has occurred.

GCC5794MO

---

Specialized Aviation Activity

**Specialized Aviation Activity** means use of a properly certified aircraft for the following:

any flight on a rocket propelled or rocket launched aircraft

**Specialized Aviation Activity** shall include any flight which requires a special permit or waiver from a governmental authority having jurisdiction over civil aviation, whether or not such permit or waiver is granted.

GCC5826

---

Spouse

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

GCC5828

---

Total Loss of Use

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

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

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

GCC5852

---

War

**War** means:

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

GCC5858

---

We, Us and Our

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

GCC5860

---

## You and Your

**You and Your** means the **Primary Insured Person**.

GCC5870

---

## **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**, and who:

- 1) enrolls for insurance;
- 2) completes a Qualification Period as shown in Section II of the Schedule of Benefits, if required; and
- 3) pays the required premium,

will become an **Insured Person** on the later of:

- 1) the policy effective date; or
- 2) the date on which any required Qualification Period as shown in Section II of the Schedule of Benefits is completed.

GCC5151

---

### **Absolute Assignment**

**You** may assign **Your** rights under the policy provided such assignment is in writing and signed by **You**. The assignment may be made irrevocable. The assignments shall be filed with the **Policyholder** and shall be provided to **Us** at the time of claim or at such other time as **We** may require. **We** do not assume the responsibility for the validity of any assignment.

GCC5152

---

### **Benefit Assignment**

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

GCC5154

---

## Beneficiary

### A) Designation

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

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

### B) Change

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

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

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

### C) Payment

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

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

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

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

GCC5158

---

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

### **A) Grace Period**

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

GCC5160

### **B) Cancellation, Nonrenewal**

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

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

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

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

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

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

GCC5162MO

---

## **Changes**

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

GCC5166

---

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

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

GCC5168

---



## Claim Notice

Written Claim Notice must be given to **Us** or any of **Our** brokers or appointed agents within twenty (20) days after the occurrence or commencement of any **Loss** covered by the policy or as soon as reasonably possible. Notice must include enough information to identify **You** and **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.

GCC5170

---

## Claim Forms

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

GCC5172

---

## Claim Proof of Loss

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

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

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

GCC5174MO

---

## Claim Payment

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

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

GCC5176MO

---

## Claim and Suit Cooperation

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

GCC5178MO

---

## Entire Contract and Application

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

GCC5182

---

## Examination Under Oath

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

GCC5183

---

## Governing Jurisdiction and Conformance With Statutes

The policy is governed by the laws of the jurisdiction in which it is delivered to the **Policyholder**. Any terms of the policy which are in conflict with the applicable statutes, laws or regulations of the jurisdiction in which the policy is delivered are amended to conform to such statutes, laws or regulations.

GCC5184

---

## Inadvertent Error

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

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

GCC5186

---

## Legal Action Against Us

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

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

GCC5190

---

## Liberalization

If **We** adopt any changes:

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

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

GCC5192

---

## Physical Examination and Autopsy

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

GCC5193

---

## Statements by Policyholder or Insured Person and Incontestability

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

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

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

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

GCC5206MO

---

## **Titles of Paragraphs**

The titles of the various paragraphs of the policy and any endorsements attached to the policy are inserted solely for convenience of reference and do not limit or affect in any way the provisions to which they relate.  
GCC5208

---

## **Workers' Compensation**

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

GCC5210

---

## PRIVACY POLICY AND PRACTICES

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

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

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

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

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

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

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

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

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

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

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

**Personal Information of Former Customers** . Chubb's personal information privacy policy also applies to former customers.

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

**Definitions.**

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

Chubb & Son Inc.	Executive Risk Indemnity Company
Chubb & Son Inc. (of Illinois)	Executive Risk Specialty Insurance Company
Chubb Custom Insurance Company	Federal Insurance Company
Chubb Custom Market, Inc.	Great Northern Insurance Company
Chubb Indemnity Insurance Company	Northwestern Pacific Indemnity Company
Chubb Insurance Company of New Jersey	Pacific Indemnity Company
Chubb Lloyds Insurance Company of Texas	Quadrant Indemnity Company
Chubb Multinational Managers, Inc.	Texas Pacific Indemnity Company
Chubb National Insurance Company	Vigilant Insurance Company

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

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

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

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