



The Insurance Company of the State of Pennsylvania

Policyholder: BorgWarner, Inc.
Policy Number: 19156699

BLANKET ACCIDENT INSURANCE POLICY

Group Travel Accident Policy

This Policy is a legal contract between the Policyholder and the Company. The Company agrees to insure eligible persons of the Policyholder for whom premium is paid (herein called Insured Person(s)) against loss covered by this Policy subject to its provisions, limitations and exclusions. The persons eligible to be Insured Persons are all persons described in the Classification of Eligible Persons section of the Declarations section of this Policy.

This Policy is issued in consideration of the payment of the required premium when due and the statements set forth in the Declarations section.

This Policy begins on the Policy Effective Date shown in the Declarations section and continues in effect until the Policy Termination Date as long as premiums are paid when due, unless otherwise terminated as further provided in this Policy. If this Policy is terminated, insurance ends on the date to which premiums have been paid. After the Policy Termination Date, this Policy may be renewed for additional periods of time by mutual written consent of the Company and the Policyholder at the premium rates in effect at the time of renewal.

This Policy is governed by the laws of the state in which it is delivered. However, it is understood that no residents of such state or the entire United States of America (excluding its territories and possessions) or Canada (including its territories and possessions) are insured by this Policy.

The President and Secretary of The Insurance Company of the State of Pennsylvania witness this Policy:

A stylized, handwritten signature in black ink, consisting of a large initial letter followed by a horizontal line.

President

A handwritten signature in black ink that reads "Elizabeth M. Tuck".

Secretary

PLEASE READ THIS POLICY CAREFULLY.

TABLE OF CONTENTS

Declarations	3-5
Definitions.....	6-8
Policy Effective and Termination Dates	8
Insured's Effective and Termination Dates.....	8
Insured Dependent's Effective and Termination Dates	9
Premium.....	9
Benefits	10
Accident Death Benefit	10
Accidental Dismemberment Benefit.....	10-11
Exposure and Disappearance.....	11
General Exclusions.....	12
Claims Provisions	13-14
General Provisions	15-16

Declarations

1. Identification of Policyholder

Name of Policyholder: BorgWarner, Inc.
Address of Policyholder: 3850 Hamlin Road, Auburn Hills, MI, USA 48326
Type of Business or Purpose of Organization: N/A
Covered Affiliates(s) or Subsidiary (ies): As on file with the Policyholder

Policy Number: 19156699

Newly Acquired Corporations, Partnerships, or Sole Proprietorships. The premium for this Policy applies only to the Policyholder as constituted on the Policy Effective Date (or any renewal date of this Policy). However, any corporation, partnership, or sole proprietorship acquired by the Policyholder after the Policy Effective Date (or the renewal date) will be considered a part of the Policyholder, or a Covered Affiliate or Subsidiary, as of the date of the acquisition, but only if the following conditions are both met by the Policyholder within a reasonable time after the acquisition date: (1) it must report to the Company, in writing, the name of the newly acquired entity and all underwriting information the Company deems necessary to determine any additional premium required; and (2) it must agree to, and must pay, any required additional premium (or an appropriate portion thereof as agreed upon with the Company). If both conditions are not met within a reasonable time after the acquisition date, the newly acquired entity will not be considered a part of the Policyholder, or a Covered Affiliate or Subsidiary, and the employees from the newly acquired entity will not be considered as employees of the Policyholder or a Covered Affiliate or Subsidiary for Policy purposes, until the date both conditions are met.

2. Classification of Eligible Persons:

Class(es)	Description of Class
I	All Executives of BorgWarner Salary Grade 17 and above.
II	All Employees of BorgWarner Salary Grade 14-16.
III	All Employees of BorgWarner Salary Grade 13 and below.
IV	All non-Employee Directors of BorgWarner.
V	Eligible Spouse and Dependent Children of a Primary Insured.

3. Hazards, Benefits and Other Riders and Endorsements for Eligible Persons:

Any Benefit shown in any row of the chart below applies only to an eligible person in a Class shown in that row, only with respect to an accident that occurs under the circumstances described in a Hazard shown in that row as to such person. Any other Rider or Endorsement shown in any row of the chart below applies only with respect to the Classes, Hazards, and Benefits shown in that row.

Section 3A.

Class(es)	Principal Sum
I	Five (5) times salary subject to a maximum of \$2,000,000
II	Five (5) times salary subject to a maximum of \$1,500,000
III	Five (5) times salary subject to a maximum of \$500,000

IV	\$500,000
V	Spouse: \$50,000; Child(ren): \$25,000

Class I,II & III – Annual salary means the Insured’s base annual salary exclusive of overtime, bonuses, tips, commission, and special compensation

Section 3B. Schedule of Benefits

Class(es)	Hazard(s)	Benefits and Benefit Riders	Other Rider(s) and Endorsement(s)
I	H-2,H-13	B-1,B-2,B-7,B-23,B-24,B-25,B-27,B-28, B-31,B-35,B-45,B-46,B-47	R-1
II	H-2,H-13	B-1,B-2,B-7,B-23,B-24,B-25,B-27,B-28, B-31,B-35,B-45,B-46,B-47	R-1
III	H-2,H-13	B-1,B-2,B-7,B-23,B-24,B-25,B-27,B-28, B-31,B-35,B-45,B-46,B-47	R-1
IV	H-2,H-13	B-1,B-2,B-7,B-23,B-24,B-25,B-27,B-28, B-31,B-35,B-45,B-46,B-47	R-1
V	H-2,H-14, H-15	B-1,B-2,B-7,B-23,B-24,B-25,B-27,B-28, B-31,B-35,B-45,B-46,B-47	R-1

4. **Aggregate Limit:** \$18,000,000 per Air Accident / \$18,000,000 per War Risk Accident

5. **Hazards, Benefits and Benefit Riders, Other Riders and Endorsements, and Attachments Made Part of this Policy:**

The following Benefits and Benefit Riders/Endorsements are attached to and made part of the Policy as of the Policy Effective Date. Each Benefit Rider/Endorsement is subject to all provisions, limitations and exclusions of the Policy that are not specifically modified by that Benefit Rider/Endorsement.

HAZARD NUMBER	HAZARD DESCRIPTION
H-2	24 Hour Accident Protection while on a Trip (Business Only)
H-13	Extraordinary Commuting
H-14	FAMILY ACCOMPANYING THE INSURED
H-15	24-HOUR ON A FAMILY RELOCATION TRIP
BENEFIT NUMBER	BENEFIT DESCRIPTION
B-1	Accidental Death and Dismemberment
B-2	Paralysis - Quadriplegia – 100% Paraplegia 75% Hemiplegia 50% Uniplegia 25%
B-7	Coma Benefit - 1% of the Principal Sum, up to 100 months
B-23	Permanent Total Disability Benefit 100% of the Principal Sum
B-24	Bereavement and Trauma Counseling Benefit –Maximum \$150 for up to 10 sessions
B-25	Home Alteration and Vehicle Modification Benefit –Maximum \$50,000
B-27	Seatbelt: 10% of the Principal Sum to a maximum of \$25,000 Airbag: 10% of the Principal Sum to a maximum of \$25,000

B-28	Rehabilitation Benefit- Maximum \$50,000
B-31	Carjacking Benefit 10% of the Principal Sum to a maximum of \$25,000
B-45	Attendor Benefit Maximum: \$100 for Lodging Per Day Maximum: \$50 for Meals Per Day
B-46	Bedside Visit Maximum: \$500 for Lodging Per Day Maximum: \$100 for Meals Per Day
B-47	Psychological Therapy 10% of Principal Sum, up to maximum of \$25,000

5B. The following attachments are made part of the Policy as of the Policy Effective Date:

R-1 War Risk Rider (Business Only)

6. Premiums:

It is hereby agreed and understood that the premium amounts, and the manner in which premiums are due and payable, are as follows:

Premium Due: \$ 2,220.00

7. Data Furnished by Policyholder:

Policyholder agrees to provide an updated listing of Insured's on an annual basis.

8. Coverage Effective Date:

Subject to the Policy provisions regarding the effective date of coverage for individuals, insurance will become effective as to each eligible person in consideration of the required premium payment on the following date: description (1) the Policy Effective Date; or (2) on the policy effective date is such person is eligible as of that date; or on the date the person becomes eligible for insurance.

A change in coverage due to a change in the eligible person's Annual Salary will become effective on the latest of the following dates: (1) if the change requires a change in premium, the date the first changed premium is paid when due; or (2) the effective date of the change. However, a changed Principal Sum applies only with respect to accidents that occur on or after the effective date of the change.

9. Policy Term:

Policy Effective Date: **January 1, 2015**

Policy Termination Date: **January 1, 2016**

DEFINITIONS

Airworthiness Certificate - means the "Standard" Airworthiness Certificate issued by the

Federal Aviation Agency of the United States of America or its equivalent issued by the governmental authority having jurisdiction over civil aviation in the country of registry.

Civilian Aircraft - means a civil or public aircraft having a current and valid Airworthiness Certificate and piloted by a person who has a current and valid medical certificate and pilot certificate with appropriate ratings for the aircraft. A Civilian Aircraft does not include a Policyholder Aircraft.

Country of Permanent Residence – means (a) the country of which the Insured Person is a citizen or permanent resident, i.e., holder of a multiple entry visa or permit which gives the Insured Person resident rights in such country, or (b) the country in which the Insured Person is residing on an overseas expatriate assignment; (c) it also means the country that the Policyholder, the Insured Person or the Insured Person’s representative would like the Company to return the Insured Persons to when repatriation is necessary.

Domestic Partner – means an opposite or a same sex partner who has met all the following requirements for at least 6 months: (1) resides with the Insured; (2) shares financial assets and obligations with the Insured; (3) is not related by blood to the Insured to a degree of closeness that would prohibit a legal marriage; (4) is at least the age of consent in the state in which they reside; and (5) neither the Insured or Domestic partner is married to anyone else, nor has any other Domestic Partner.

Immediate Family Member - means a person who is related to the Insured Person in any of the following ways: spouse, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, father-in-law, parent (includes stepparent), brother or sister (includes stepbrother or stepsister), or child (includes legally adopted or stepchild).

Injury - means bodily injury caused by an accident that: (1) occurs while this Policy is in force as to the person whose injury is the basis of claim; (2) occurs under the circumstances described in a Hazard applicable to that person; and (3) results directly and independently of all other causes in a loss covered under a Benefit applicable to such Hazard. See the Principal Sums, Hazards and Benefits for Eligible Persons section in the Declarations section of this Policy for applicability of Hazards and Benefits.

Insured - means a person: (1) who is a member of an eligible class of persons as described in the Classification of Eligible Persons section of the Declarations section of this Policy; (2) for whom premium has been paid; and (3) while covered under this Policy. However, an Insured does not include any person covered under this Policy solely as an Insured Dependent.

Insured Person - means an Insured

Military Air Transport Aircraft - means an aircraft having a current and valid Airworthiness Certificate; piloted by a person who has a current and valid medical certificate and pilot certificate with appropriate ratings for the aircraft; and operated by the United States of America, or by the similar air transport service of any duly constituted governmental authority of any other recognized country.

Occupational - Means while on the Business of the Policyholder or While On-Premises of the Policyholder.

Passenger - means a person not performing as a pilot, operator or crew member of a conveyance.

Physician - means a licensed practitioner of the healing arts acting within the scope of his or her license who is not: 1) the Insured Person; 2) an Immediate Family Member; or 3) retained by the Policyholder.

Policyholder Aircraft - means any aircraft with a current and valid Airworthiness Certificate and owned, leased or operated by the Policyholder.

Scheduled Air Carrier - means any air carrier holding a certificate, license or similar authorization for civilian scheduled air transport issued by the country of the aircraft's registry, and which in accordance with that authorization flies, maintains and publishes schedules and tariffs for regular passenger service between named cities at regular and specified times, but only if the aircraft is then being used for any regular or residence and regular place of employment to the new location.

Chartered flight operated by such carrier.

Sojourn and Personal Deviation, Sojourn or Personal Deviation - means non-business travel or activities undertaken While on the Business of the Policyholder but unrelated to furthering the business of the Policyholder.

Specialized Aviation Activity - means an aircraft while it is being used for one or more of the following activities:

- acrobatic or stunt flying
- racing
- any endurance tests
- any flight on a rocket-propelled or rocket-launched aircraft
- crop dusting
- crop seeding
- crop spraying
- fire fighting
- exploration
- pipe line inspection
- power line inspection
- any form of hunting
- bird or fowl herding
- aerial photography
- banner towing
- any test or experimental purpose
- Any flight which requires a special permit or waiver from the authority having jurisdiction over civil aviation, even though granted.

Trip - means a trip taken by an Insured which begins when the Insured leaves his or her residence or place of regular employment for the purpose of going on the trip (whichever occurs last), and is deemed to end when the Insured returns from the trip to his or her residence or place of regular employment (whichever occurs first). However, the trip is deemed to exclude any period of time during which the Insured is on an authorized leave of absence or vacation. "Trip" does not include the Insured's trip to a location that extends for more than 365 days. Such a trip will be deemed to change the Insured's residence or place of regular employment to the new location.

While on the Business of the Policyholder - means while on assignment by or at the direction of the Policyholder for the purpose of furthering the business of the Policyholder, but does not include any period of time: (1) while the Insured Person is working at his or her

regular place of employment; (2) during the course of everyday travel to and from work; or (3) during an authorized leave of absence or vacation. If an Insured's assignment to a location exceeds 365 days, such assignment will be deemed to change the Insured's.

POLICY EFFECTIVE AND TERMINATION DATES

Effective Date. This Policy begins on the Policy Effective Date shown in the Declarations section of this Policy at 12:01 AM Standard Time at the address of the Policyholder where this Policy is delivered.

Termination Date. Either the Company or the Policyholder may terminate this Policy on any Policy Anniversary Date by giving 30 days advance written notice to the other party. This Policy may also, at any time, be terminated by mutual written consent of the Company and the Policyholder. This Policy terminates automatically on the earlier of: 1) the Policy Termination Date shown in the Declarations section of this Policy; or 2) the premium due date if premiums are not paid when due. Termination takes effect at 12:01 AM Standard Time at the Policyholder's address on the date of termination.

INSURED'S EFFECTIVE AND TERMINATION DATES

Effective Date. An Insured's coverage under this Policy begins on the latest of: (1) the Policy Effective Date; (2) the date the person becomes a member of an eligible class of persons as described in the Classification of Eligible Persons section of the Declarations section of this Policy; or (3) the Coverage Effective Date described in the Declarations section of this Policy.

Termination Date. An Insured's coverage under this Policy ends on the earliest of: (1) the date this Policy is terminated; (2) the premium due date if premiums are not paid when due; or (3) the date the Insured ceases to be a member of any eligible class (es) of persons as described in the Classification of Eligible Persons section of the Declarations section of this Policy.

Termination of coverage will not affect a claim for a covered loss that occurred while the Insured's coverage was in force under this Policy.

PREMIUM

Premiums. Premiums are payable to the Company at the rates and in the manner described in the Premiums section of the Declarations section of this Policy. The Company may change the required premiums due on any premium due date on or after the first Policy anniversary date, as measured annually from the Policy Effective Date, by giving the Policyholder at least 31 days advance written notice. The Company may change the required premiums as a condition of any renewal of this Policy. The Company may also change the required premiums at any time when any coverage change affecting premiums is made in this Policy.

Grace Period. A Grace Period of 31 days will be provided for the payment of any premium due after the first. This Policy will not be terminated for nonpayment of premium during the Grace Period if the Policyholder pays all premiums due by the last day of the Grace Period. This Policy will terminate on the last day of the period for which all premiums have been paid if the Policyholder fails to pay all premiums due by the last day of the Grace Period.

If the Company expressly agrees to accept late payment of a premium without terminating this Policy, the Company does so in accordance with the Noncompliance with Policy Requirements provision of the General Provisions section. In such case, the Policyholder will be liable to the Company for any unpaid premiums for the time this Policy is in force, plus all costs and expenses (including, but not limited to, reasonable attorney fees, collection fees and court costs) incurred by the Company in the collection of all overdue amounts.

No grace period will be provided if the Company receives notice to terminate this Policy prior to a premium due date.

BENEFITS

Principal Sum. As applicable to each Hazard and Benefit for each Insured Person, Principal Sum means the amount of insurance in force under this Policy on that person for that Hazard and Benefit as described for the Insured Person's eligible class in the Principal Sums, Hazards and Benefits section of the Declarations section of this Policy.

B-1. Accidental Death Benefit. See the Principal Sums, Hazards and Benefits for Eligible Persons section of the Declarations section of the Policy for the applicability of this Benefit with respect to each class of Insured Persons and each hazard. If Injury to the Insured Person results in death within 365 days of the date of the accident that caused the Injury, the Company will pay 100% of the Principal Sum.

B-2. Accidental Death and Accidental Dismemberment Benefit and Paralysis. See the Principal Sums, Hazards and Benefits for Eligible Persons section of the Declarations section of the Policy for the applicability of this Benefit with respect to each class of Insured Persons and each hazard. If Injury to the Insured Person results, within 365 days of the date of the accident that caused the Injury, in any one of the Losses specified below, the Company will pay the percentage of the Principal Sum shown below for that Loss:

<u>For Loss of</u>	<u>Percentage of Principal Sum</u>
Both Hands or Both Feet	100%
Sight of Both Eyes	100%
One Hand and One Foot	100%
One Hand and the Sight of One Eye	100%
One Foot and the Sight of One Eye	100%
Speech and Hearing in Both Ears	100%
One Hand or One Foot	50%
Sight of One Eye	50%
Speech or Hearing in Both Ears	50%
Thumb and Index Finger of Same Hand	25%
Quadriplegia	100%
Paraplegia	75%
Hemiplegia	50%
Uniplegia	25%

"Loss" of limb means loss of a hand or foot. "Loss" of a hand or foot means complete severance through or above the wrist or ankle joint. "Loss" of sight of an eye means total and irrecoverable loss of the entire sight in that eye. "Loss" of hearing in an ear means total and irrecoverable loss of the entire ability to hear in that ear. "Loss" of speech means total and irrecoverable loss of the entire ability to speak. "Loss" of thumb and index finger means complete severance through or above the metacarpophalangeal joint of both digits.

"Quadriplegia" means the complete and irreversible paralysis of both upper and both lower limbs. "Paraplegia" means the complete and irreversible paralysis of both lower limbs. "Hemiplegia" means the complete and irreversible paralysis of the upper and lower limbs of the same side of the body. "Uniplegia" means the complete and irreversible paralysis of one limb. "Limb" means entire arm or entire leg.

Exposure. If by reason of an accident occurring while an Insured Person's coverage is in force under this Policy, the Insured Person is unavoidably exposed to the elements and as a result of such exposure suffers a loss for which a benefit is otherwise payable under this Policy; the loss

will be covered under the terms of this Policy.

Disappearance.

If the body of an Insured Person has not been found within one year of the disappearance, forced landing, stranding, sinking or wrecking of a conveyance in which the person was an occupant while covered under this Policy, then it will be deemed, subject to all other terms and provisions of this Policy, that the Insured Person has suffered accidental death within the meaning of this Policy.

LIMITATIONS

Limitation on Multiple Benefits. If an Insured Person suffers one or more losses from the same accident for which amounts are payable under more than one of the following Benefits provided by this Policy, the maximum amount payable under all of the Benefits combined will not exceed the amount payable for one of those losses, the largest: Accidental Death Benefit, Accidental Dismemberment, Paralysis Benefit, Coma Benefit.

Aggregate Limit. The maximum amount payable under this Policy may be reduced if more than one Insured Person suffers a loss as a result of the same accident, and if amounts are payable for those losses under one or more of the following Benefits provided by this Policy: Accidental Death Benefit, Accidental Dismemberment Benefit,.

The maximum amount payable for all such losses for all Insured Persons under all those Benefits combined will not exceed the amount shown as the Aggregate Limit in the Declarations section of this Policy. If the combined maximum amount otherwise payable for all Insured Persons must be reduced to comply with this provision, the reduction will be taken by applying the same percentage of reduction to the individual maximum amount otherwise payable for each Insured Person for all such losses under all those Benefits combined. NOTE: If the Declarations section of this Policy states that an Aggregate Limit is restricted in its applicability to certain eligible classes or certain Hazards, this Aggregate Limit provision applies only to Insured Persons in those eligible classes or to whom that Hazard applies.

GENERAL EXCLUSIONS

This Policy does not cover any loss caused in whole or in part by, or resulting in whole or in part from, the following:

1. suicide or any attempt at suicide or intentionally self-inflicted Injury or any attempt at intentionally self-inflicted Injury.
2. travel or flight in or on (including getting in or out of, or on or off of) any vehicle used for aerial navigation, whether as a Passenger, pilot, operator or crew member, unless specifically provided by this Policy.
3. declared or undeclared war, or any act of declared or undeclared war unless specifically provided by this Policy.
4. sickness, disease, mental incapacity or bodily infirmity whether the loss results directly or indirectly from any of these.
5. infections of any kind regardless of how contracted, except bacterial infections that are directly caused by botulism, ptomaine poisoning or an accidental cut or wound independent and in the absence of any underlying sickness, disease or condition including but not limited to diabetes.
6. full-time active duty in the armed forces, National Guard or organized reserve corps of any country or international authority. (Unearned premium for any period for which the Insured Person is not covered due to his or her active duty status will be refunded.) (Loss caused while on short-term National Guard or reserve duty for regularly scheduled training purposes is not excluded.)

CLAIMS PROVISIONS

Notice of Claim. Written notice of claim must be given to the Company within 30 days after an Insured Person's loss, or as soon thereafter as reasonably possible. Notice given by or on behalf of the claimant to the Company at AIG WorldSource Division, Regional Claims Management, 600 North Pearl Street, Dallas TX 75201, with information sufficient to identify the Insured Person, is deemed notice to the Company.

Claim Forms. The Company will send claim forms to the claimant upon receipt of a written notice of claim. If such forms are not sent within 15 days after the giving of notice, the claimant will be deemed to have met the proof of loss requirements upon submitting, within the time fixed in this Policy for filing proof of loss, written proof covering the occurrence, the character and the extent of the loss for which claim is made. The notice should include the Insured's name, the Policyholder's name and the Policy number.

Proof of Loss. Written proof of loss must be furnished to the Company within 90 days after the date of the loss. If the loss is one for which this Policy requires continuing eligibility for periodic benefit payments, subsequent written proofs of eligibility must be furnished at such intervals as the Company may reasonably require. Failure to furnish proof within the time required neither invalidates nor reduces any claim if it was not reasonably possible to give proof within such time, provided such proof is furnished as soon as reasonably possible and in no event, except in the absence of legal capacity of the claimant, later than one year from the time proof is otherwise required.

Payment of Claims. Upon receipt of due written proof of death, payment for loss of life of an Insured Person will be made to the Insured Person's beneficiary as described in the Beneficiary Designation and Change provision of the General Provisions section.

Upon receipt of due written proof of loss, payments for all losses, except loss of life, will be made to (or on behalf of, if applicable) the Insured Person suffering the loss. If an Insured Person dies before all payments due have been made, the amount still payable will be paid to his or her beneficiary as described in the Beneficiary Designation and Change provision of the General Provisions section.

If any payee is a minor or is not competent to give a valid release for the payment, the payment will be made to the legal guardian of the payee's property. If the payee has no legal guardian for his or her property, a payment not exceeding \$1,000 may be made, at the Company's option, to any relative by blood or connection by marriage of the payee, who, in the Company's opinion, has assumed the custody and support of the minor or responsibility for the incompetent person's affairs.

Any payment the Company makes in good faith fully discharges the Company's liability to the extent of the payment made.

Modified Payment of Claims. With respect to losses suffered by Insured Persons whose Country of Permanent Residence is outside the United States of America or Canada, the Company will pay any benefits that may become payable 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 (the Payee), as described in the Payment of Claims provision of the Claims Provisions section of the Policy;
2. will transmit such payment to such Payee in accordance with the Payment of Claims, Time of Payment of Claims, and Beneficiary Designation and Change provisions of the Claims Provisions and General Provisions sections of the Policy;
3. agrees that any such payment made by the Company to the Policyholder constitutes a full discharge of the Company's liability with respect to the claim for which payment is made;
4. will alone assume full responsibility for the proper application or distribution of such payment; and
5. will indemnify, defend and hold harmless the Company for any claims, demands, judgments, losses, costs, expenses, liabilities and damages whatsoever, including interest, penalties and legal fees, arising from or relating in any way to such payment or to the amount, application or distribution thereof ; and
6. With respect to any application or disbursement of such payment in foreign currency, will use the foreign exchange rate in effect at the Policyholder's payor bank on the date the benefits become payable to convert United States of America dollar-denominated currency into foreign currency.

Time of Payment of Claims. Benefits payable under this Policy for any loss other than loss for which this Policy provides any periodic payment will be paid immediately upon the Company's receipt of due written proof of the loss. Subject to the Company's receipt of due written proof of loss, all accrued benefits for loss for which this Policy provides periodic payment will be paid at the expiration of each month during the continuance of the period for which the Company is liable and any balance remaining unpaid upon termination of liability will be paid immediately upon receipt of such proof.

GENERAL PROVISIONS

Entire Contract; Changes. This Policy, and any application or attached papers make up the entire contract between the Policyholder and the Company. In the absence of fraud, all statements made by the Policyholder will be considered representations and not warranties.

No change in this Policy will be valid until approved by an officer of the Company. The approval must be noted on or attached to this Policy. No agent may change this Policy or waive any of its provisions.

Difference in Conditions. Local admitted policies may vary from country to country due to local regulations. In each country, insurance cover will be tailored to have similar intent to that of the insurance cover described under this Policy. In the event that a local admitted cover has a more restrictive meaning or scope, the Difference in Conditions of the policy issued by the Insurance Company of the State of Pennsylvania, PA, will apply.

Incontestability. The validity of this Policy will not be contested after it has been in force for two year(s) from the Policy Effective Date, except as to nonpayment of premiums.

Associated Companies and Change in Risk. If this policy covers associated companies, the Policyholder must provide a list of these companies. If the Policyholder's associated companies or its business activities change from those it has told the Company about and summarized in the Proposal and business description in the Schedule, the Policyholder must tell the Company immediately. The Company must confirm in writing that it has accepted the changes.

Beneficiary Designation and Change. The Insured's designated beneficiary(ies) is (are) the person(s) so named by the Insured as shown on the Policyholder's records kept on the Policyholder's Group Life policy, unless the Insured has named a beneficiary specifically for this Policy.

An Insured over the age of majority and legally competent may change his or her beneficiary designation at any time, unless an irrevocable designation has been made, without the consent of the designated beneficiary (ies), by providing the Policyholder with a written request for change. When the request is received by the Policyholder, whether the Insured is then living or not, the change of beneficiary will relate back to and take effect as of the date of execution of the written request, but without prejudice to the Company on account of any payment made by it prior to receipt of the request.

If there is no designated beneficiary for an Insured's coverage or no designated beneficiary for the Insured's coverage is living after the Insured's death, the benefits will be paid, in equal shares, to the survivors in the first surviving class of those that follow: the Insured's (1) spouse; (2) children; (3) parents; or (4) brothers and sisters. If no class has a survivor, the beneficiary is the Insured's estate.

Physical Examination and Autopsy. The Company at its own expense has the right and opportunity to examine the person of any individual whose loss is the basis of claim under this Policy when and as often as it may reasonably require during the pendency of the claim and to make an autopsy in case of death where it is not forbidden by law.

Legal Actions. No action at law or in equity may be brought to recover on this Policy prior to the expiration of 60 days after written proof of loss has been furnished in accordance with the requirements of this Policy. No such action may be brought after the expiration of 3 years after the time written proof of loss is required to be furnished.

Non-compliance with Policy Requirements. Any express waiver by the Company of any requirements of this Policy will not constitute a continuing waiver of such requirements. Any failure by the Company to insist upon compliance with any Policy provision will not operate as a waiver or amendment of that provision.

Conformity With Local Laws. Any provision of this Policy which, on its effective date, is in conflict with the laws of the jurisdiction in which this Policy applies is hereby amended to conform to the minimum requirements of those laws.

Workers' Compensation. This Policy is not in lieu of and does not affect any requirements for coverage by any Workers' Compensation Act or similar law.

Clerical Error. Clerical error, whether by the Policyholder or the Company, will not void the insurance of any Insured Person if that insurance would otherwise have been in effect nor extend the insurance of any Insured Person if that insurance would otherwise have ended or been reduced as provided in this Policy.

Records. The Company has the right to inspect at any reasonable time, any records of the Policyholder that may have a bearing on this insurance.

Assignment. This Policy is non-assignable. An Insured may not assign any of his or her rights, privileges or benefits under this Policy.

New Entrants. This Policy will allow from time to time, that new eligible Insured Persons of the Policyholder be added to the class(es) of Insured Persons originally insured under this Policy.

HAZARD H-2

24-HOUR ACCIDENT PROTECTION WHILE ON A TRIP (Business Only)

Hazard H-2 applies only with respect to an Insured Person in a class to which this Hazard applies as stated in the Principal Sums, Hazards and Benefits for Eligible Persons section of the Declarations section of this Policy, and only with respect to Injury sustained by such person:

1. While on the Business of the Policyholder; and
2. during the course of any Trip, including a Sojourn or Personal Deviation taken during the course of the Trip, made by such person.

With respect to a Sojourn or Personal Deviation, Hazard H-2 applies only where the Sojourns or Personal Deviations:

1. if they involve one or more stops en route and/or an extension of time spent at the destination(s) with respect to the circumstances described herein, do not last longer than a total of: 14 day(s)

With respect to any period of time such Insured Person is traveling on a conveyance during the course of any such trip, Hazard H-2 applies only with respect to Injury sustained by the person:

1. while operating or riding in or on (including getting in or out of, or on or off of), or by being struck or run down by any conveyance being used as a means of land or water transportation, except:
 - a. any such conveyance the Insured Person has been hired to operate or for which the Insured Person has been hired as a crew member and while the Insured Person is performing as an operator or crew member on any such conveyance; or
 - b. any such conveyance the Insured Person is operating, or for which the Insured Person is performing as a crew member, (including getting in or out of, or on or off of) for the transportation of passengers or property for hire, profit or gain; or
2. while riding as a Passenger in or on (including getting in or out of, or on or off of):
 - a. any Civilian Aircraft; or
 - b. any Military Air Transport Aircraft; or
3. by being struck or run down by any aircraft.

Exclusions. Exclusion 2 in the General Exclusions section of this Policy is waived with respect to an Insured Person to whom this Hazard applies, but only with respect to Injury sustained by such person under the circumstances described in this Hazard. It is not waived with respect to such person traveling or flying in or on (including getting in or out of, or on or off of) any aircraft other than as expressly described in this Hazard, unless otherwise provided by this Policy.

In addition to all other exclusions in the General Exclusions section of this Policy, the

circumstances described in this Hazard are deemed to exclude travel or flight in or on (including getting in or out of, or on or off of) any Policyholder Aircraft, unless otherwise provided by this Policy, and any aircraft while it is being used for Specialized Aviation Activity(ies).

HAZARD H-13

EXTRAORDINARY COMMUTING

Hazard H-13 applies only with respect to an Insured Person in a class to which this Hazard applies as stated in the Principal Sums, Hazards and Benefits for Eligible Persons section of the Declarations section of this Policy, and only with respect to Injury sustained by such person during the course of Extraordinary Commuting. This Hazard does not apply with respect to Commuting other than Extraordinary Commuting.

Exclusions. Exclusion 2 in the General Exclusions section of this Policy is waived with respect to an Insured Person to whom this Hazard applies, but only with respect to Injury sustained by such person under the circumstances described in this Hazard. However that Exclusion is not waived with respect to the person traveling or flying in or on (including getting in or out of, or on or off of) any vehicle used for aerial navigation, if the accident causing such Injury occurs while the person is:

1. riding as a Passenger in any aircraft not intended and/or licensed for the transportation of Passengers.
2. performing, learning to perform or instructing others to perform as a pilot or crew member of any aircraft.
3. riding as a Passenger in a Policyholder Aircraft or an aircraft owned, leased or operated by the Insured Person's employer.

All other exclusions in the General Exclusions section of this Policy apply.

Commuting - as used in this Hazard, means everyday travel between the Insured Person's residence and place of regular employment with the Policyholder, where his or her purpose in being at such place of employment is to perform assigned duties relating to such employment for which compensation is received. As used in this Hazard, Commuting does not include Sojourn or Personal Deviation.

Extraordinary Commuting - as used in this Hazard, means Commuting by automobile or other means of transportation, but only when it is necessary for the Insured Person to use such means of transportation because of the discontinuance of service, due to strike or major breakdown, of one or more public transportation systems he or she regularly uses.

HAZARD H-14
FAMILY ACCOMPANYING THE INSURED
(Insured Dependents Only)

Hazard H-14 applies only with respect to an Insured Dependent in a class to which this Hazard applies as stated in the Principal Sums, Hazards and Benefits for Eligible Persons section of the Declarations section of this Policy, and only with respect to Injury sustained by such Insured Dependent:

1. while he or she is accompanying the Insured or on his or her way to join the Insured;
and
2. when the Trip is authorized by and/or paid for in whole or in part by the Policyholder;
and
3. while the Insured is covered during the course of the circumstances described in, and subject to the exclusions and other terms and conditions of any Hazards for which the Insured is covered under this Policy.

HAZARD H-15
24-HOUR ON A FAMILY RELOCATION TRIP
(Insured Dependents Only)

Hazard H-15 applies only with respect to an Insured Dependent in a class to which this Hazard applies as stated in the Principal Sums, Hazards and Benefits for Eligible Persons section of the Declarations section of this Policy, and only with respect to Injury sustained by such person during the course of any Family Relocation Trip made by such person.

Exclusions. Exclusion 2 in the General Exclusions section of this Policy is waived with respect to an Insured Dependent to whom this Hazard applies, but only with respect to Injury sustained by such person under the circumstances described in this Hazard. However, unless otherwise provided by this Policy that Exclusion is not waived with respect to the person traveling or flying in or on (including getting in or out of, or on or off of) any vehicle used for aerial navigation, if the accident causing such Injury occurs while the person is:

1. riding as a Passenger in any aircraft not intended and/or licensed for the transportation of Passengers.
2. performing, learning to perform or instructing others to perform as a pilot or crew member of any aircraft.
3. riding as a Passenger in a Policyholder Aircraft or an aircraft owned, leased or operated by the Insured Dependent's employer.

All other exclusions in the General Exclusions section of this Policy apply.

Family Relocation Trip - as used in this Hazard, means a Trip made by an Insured Dependent in connection with the Insured's transfer or proposed transfer by the Policyholder to a new worksite. The Trip must be authorized by, or taken at the direction of, the Policyholder and/or must be paid for in whole or in part by the Policyholder.

Benefit B-7
COMA BENEFIT RIDER

This Benefit is attached to and made part of the policy as of the policy effective date shown in the declarations section of the policy. It applies only with respect to accidents that occur on or after that date. It is subject to all of the provisions, limitations and exclusions of the Policy except as they are specifically modified by this Benefit. See the Principal Sums, Hazards and Benefits for Eligible Persons section of the Declarations section of the Policy for the applicability of this Benefit with respect to each class of Insured Persons and each Hazard.

Coma Benefit. If Injury renders an Insured Person Comatose within 90 days of the date of the accident that caused the Injury, and if the Coma continues for a period of 30 consecutive days, the Company will pay a monthly benefit of 1% of the Principal Sum. No benefit is provided for the first 30 days of Coma. The benefit is payable monthly as long as the Insured Person remains Comatose due to that Injury, but ceases on the earliest of: (1) the date the Insured Person ceases to be Comatose due to that Injury; (2) the date the Insured Person dies; or (3) the date the total amount of monthly Coma benefits paid for all Injuries caused by the same accident equals 100% of the Principal Sum. The Company will pay benefits calculated at a rate of 1/30th of the monthly benefit for each day for which the Company is liable when the Insured Person is Comatose for less than a full month. Only one benefit is provided for any one month of Coma, regardless of the number of Injuries causing the Coma.

The Company reserves the right, at the end of the first 30 consecutive days of Coma and as often as it may reasonably require thereafter, to determine, on the basis of all the facts and circumstances, that the Insured Person is Comatose, including, but not limited to, requiring an independent medical examination provided at the expense of the Company.

Coma/Comatose - as used in this Benefit, means a profound state of unconsciousness from which the Insured Person cannot be aroused to consciousness, even by powerful stimulation, as determined by a Physician.

BENEFIT B-23
PERMANENT TOTAL DISABILITY (SINGLE PAYMENT)

This Benefit is attached to and made part of the Policy effective January 1, 2015. It applies only with respect to accidents that occur on or after that date. It is subject to all of the provisions, limitations and exclusions of the Policy except as they are specifically modified by this Benefit. See the Principal Sums, Hazards and Benefits for Eligible Persons section of the Declarations section of the Policy for the applicability of this Benefit with respect to each class of Insured Persons and each Hazard.

Permanent Total Disability Benefit (Not Applicable to Insured Persons Age 70 or Older on the Date of the Accident). Permanent Total Disability Benefit as a result of an Injury, the Insured Person is rendered Permanently Totally Disabled within 365 days of the accident that caused the Injury, the Company will pay 100% of the Principal Sum at the end of 12 consecutive months of such Permanent Total Disability.

The Company reserves the right, at the end of the 12 consecutive months of Permanent Total Disability to determine, on the basis of all the facts and circumstances that the Insured Person is Permanently Totally Disabled, including, but not limited to, requiring an independent medical examination provided at the expense of the Company.

Permanently Totally Disabled/Permanent Total Disability - as used in this Benefit, means that the Insured Person is permanently unable to perform the material and substantial duties of any occupation for which he or she is qualified by reason of education, experience or training.

BENEFIT B-24
BEREAVEMENT AND TRAUMA COUNSELING

This Benefit is attached to and made part of the Policy Effective Date shown in the Declarations section of the Policy. It applies only with respect to accidents that occur on or after that date. It is subject to all of the provisions, limitations and exclusions of the Policy except as they are specifically modified by this Benefit. See the Principal Sums, Hazards and Benefits for Eligible Persons section of the Declarations section of the Policy for the applicability of this Benefit with respect to each class of Insured Persons and each Hazard.

Bereavement and Trauma Counseling Benefit. If an Insured Person suffers an accidental death or an accidental dismemberment or paralysis for which Accidental Death or Accidental Dismemberment and Paralysis benefit is payable under the Policy, or if he or she goes into a coma for which a Coma benefit is payable under the Policy, the Company will pay Covered Bereavement and Trauma Counseling Expenses that are due to his or her death or dismemberment or paralysis or coma. The Covered Bereavement and Trauma Counseling Expenses must be incurred within one year after the date of the accident causing such loss(es), up to a maximum of \$ 150 per session for up to 10 sessions for the Insured Person and all of his or her Immediate Family Members combined with respect to all such losses caused by the same accident.

Covered Bereavement and Trauma Counseling Expense(s) - as used in this Benefit, means an expense that: (1) is charged for a Medically Necessary Bereavement or Trauma Counseling Session for the Insured Person and/or one or more of his or her Immediate Family Member(s) provided under the care, supervision or order of a Physician; (2) does not exceed the usual level of charges for similar counseling sessions in the locality where the expense is incurred; and (3) does not include charges that would not have been made if no insurance existed.

Medically Necessary Bereavement or Trauma Counseling Session - as used in this Benefit, means any individual, joint or family mental health counseling session that: (1) is essential to assist the Insured Person and/or one or more Immediate Family Members in coping with the loss for which it is provided; (2) meets generally accepted standards of medical practice; and (3) is ordered by a Physician.

Exclusions: In addition to the Exclusions in the General Exclusions section of the Policy, Covered Bereavement and Trauma Counseling Expenses do not include any expenses for or resulting from any condition for which the Insured Person is entitled to benefits under any Workers' Compensation Act or similar law or the Accident Medical Expense Benefit Rider.

**BENEFIT B-25
HOME ALTERATION AND VEHICLE MODIFICATION**

This Benefit is attached to and made part of the Policy Effective Date shown in the Declarations section of the Policy. It applies only with respect to accidents that occur on or after that date. It is subject to all of the provisions, limitations and exclusions of the Policy except as they are specifically modified by this Benefit. See the Principal Sums, Hazards and Benefits for Eligible Persons section of the Declarations section of the Policy for the applicability of this Benefit with respect to each class of Insured Persons and each Hazard.

Home Alteration and Vehicle Modification Benefit. If an Insured Person:

1. suffers an accidental dismemberment or paralysis for which an Accidental Dismemberment and Paralysis benefit is payable under the Policy;
2. did not, prior to the date of the accident causing such loss(es), require the use of a wheelchair to be ambulatory; and
3. as a direct result of such loss(es) is now required to use a wheelchair to be ambulatory;

the Company will pay Covered Home Alteration and Vehicle Modification Expenses that are incurred within one year after the date of the accident causing such loss(es), up to a maximum of \$50,000 for all such losses caused by the same accident.

Covered Home Alteration and Vehicle Modification Expenses - as used in this Rider, means one-time expenses that:

1. are charged for:
 - (a) alterations to the Insured Person's residence that are necessary to make the residence accessible and habitable for a wheelchair-confined person; or
 - (b) modifications to a motor vehicle owned or leased by the Insured Person or modifications to a motor vehicle newly purchased for the Insured Person that are necessary to make the vehicle accessible to and/or driveable by the Insured Person; and
2. do not include charges that would not have been made if no insurance existed; and
3. do not exceed the usual level of charges for similar alterations and modifications in the locality where the expense is incurred;

but only if the alterations to the Insured Person's residence and the modifications to his or her motor vehicle are:

1. made on behalf of the Insured Person;
2. recommended by a nationally-recognized organization providing support and assistance to wheelchair users;
3. carried out by individuals experienced in such alterations and modifications; and
4. in compliance with any applicable laws or requirements for approval by the appropriate government authorities.

Exclusions. In addition to the Exclusions in the General Exclusions section of the Policy, Covered Home Alteration and Vehicle Modification Expenses do not include any expenses for or resulting from any condition for which the Insured Person is entitled to benefits under any Workers' Compensation Act or similar law.

BENEFIT B-27
SEAT BELT AND AIR BAG BENEFIT
(PERCENTAGE OF PRINCIPAL SUM AMOUNT)

This Benefit is attached to and made part of the Policy Effective Date shown in the Declarations section of the Policy. It applies only with respect to accidents that occur on or after that date. It is subject to all of the provisions, limitations and exclusions of the Policy except as they are specifically modified by this Benefit. See the Principal Sums, Hazards and Benefits for Eligible Persons section of the Declarations section of the Policy for the applicability of this Benefit with respect to each class of Insured Persons and each Hazard.

Seat Belt Benefit. The Company will pay a benefit under this Benefit when the Insured Person suffers accidental death such that an Accidental Death benefit is payable under the Policy and the accident causing death occurs while the Insured Person is operating, or riding as a passenger in, an Automobile and wearing a properly fastened, original, factory-installed seat belt. The amount payable under this Benefit is the lesser of: \$25,000 or 10% of the Insured Person's Principal Sum

Air Bag Benefit. The Company will pay an additional benefit if a Seat Belt Benefit is payable under this Rider and if the Insured Person is positioned in a seat protected by a properly functioning, original, factory-installed Supplemental Restraint System that inflates on impact. The additional amount payable under this Benefit is the lesser of: \$25,000 or 10% of the Insured Person's Principal Sum.

Automobile - as used in this Benefit, means a self-propelled private passenger motor vehicle with four or more wheels which is of a type both designed and required to be licensed for use on the highways of any state or country. Automobile includes, but is not limited to, a sedan, station wagon, or jeep-type vehicle and a motor vehicle of the pickup, panel, van, camper or motor home type. Automobile does not include a mobile home or any motor vehicle which is used in mass or public transit.

Supplemental Restraint System - as used in this Benefit, means an air bag which inflates for added protection to the head and chest areas.

BENEFIT B-28 REHABILITATION BENEFIT

This Benefit is attached to and made part of the Policy Effective Date shown in the Declarations section of the Policy. It applies only with respect to accidents that occur on or after that date. It is subject to all of the provisions, limitations and exclusions of the Policy except as they are specifically modified by this Benefit. See the Principal Sums, Hazards and Benefits for Eligible Persons section of the Declarations section of the Policy for the applicability of this Benefit with respect to each class of Insured Persons and each Hazard.

Rehabilitation Benefit: If an Insured Person suffers an accidental dismemberment or paralysis for which an Accidental Dismemberment and Paralysis benefit is payable under the Policy, the Company will reimburse the Insured Person for Covered Rehabilitative Expenses that are due to the Injury causing the dismemberment or paralysis. The Covered Rehabilitative Expenses must be incurred within two years after the date of the accident causing that Injury, up to a maximum of \$50,000 for all Injuries caused by the same accident.

Hospital: as used in this Benefit, means a facility that: (1) is operated according to law for the care and treatment of injured people; (2) has organized facilities for diagnosis and surgery on its premises or in facilities available to it on a prearranged basis; (3) has 24 hour nursing service by registered nurses (R.N.); and (4) is supervised by one or more Physicians. A Hospital does not include: (1) a nursing, convalescent or geriatric unit of a hospital when a patient is confined mainly to receive nursing care; (2) a facility that is, other than incidentally, a rest home, nursing home, convalescent home or home for the aged; nor does it include any ward, room, wing, or other section of the hospital that is used for such purposes; or (3) any military or veterans hospital or soldiers home or any hospital contracted for or operated by any national government or government agency for the treatment of members or ex-members of the armed forces.

Medically Necessary Rehabilitative Training Service: as used in this Benefit, means any medical service, medical supply, medical treatment or Hospital confinement (or part of a Hospital confinement) that: (1) is essential for physical rehabilitative training due to the Injury for which it is prescribed or performed; (2) meets generally accepted standards of medical practice; and (3) is ordered by a Physician.

Covered Rehabilitative Expense(s): as used in this Benefit, means an expense that: (1) is charged for a Medically Necessary Rehabilitative Training Service of the Insured Person performed under the care, supervision or order of a Physician; (2) does not exceed the usual level of charges for similar treatment, supplies or services in the locality where the expense is incurred (for a Hospital room and board charge, does not exceed the most common charge for Hospital semi-private room and board in the Hospital where the expense is incurred); and (3) does not include charges that would not have been made if no insurance existed.

Exclusions: In addition to the Exclusions in the General Exclusions section of the Policy, Covered Rehabilitative Expenses do not include any expenses for or resulting from any condition for which the Insured Person is entitled to benefits under any Workers' Compensation Act or similar law; or the Accident Medical Expense Benefit Rider.

BENEFIT B-31

CARJACKING BENEFIT (PERCENTAGE OF PRINCIPAL SUM AMOUNT) RIDER

This Rider is attached to and made part of the Policy effective January 1st, 2015. It applies only with respect to carjackings that occur on or after that date. It is subject to all of the provisions, limitations and exclusions of the Policy except as they are specifically modified by this Rider. See the Principal Sums, Hazards and Benefits for Eligible Persons section of the Declarations section of the Policy for the applicability of this Rider with respect to each class of Insured Persons and each Hazard.

Carjacking Benefit. The Company will pay a benefit under this Rider when the Insured Person suffers one or more losses for which benefits are payable under the Accidental Death Benefit, Accidental Dismemberment and Paralysis Benefit, Coma Benefit, provided by the Policy as a result of a Carjacking of an Automobile while the Insured Person is operating, or riding as a passenger in, (including getting in or out of) such Automobile.

The amount payable under this Rider is the lesser of: (1) \$25,000 or (2) 10% of the largest benefit payable under any one of the Benefits specified above due to the Carjacking. Only one benefit is payable under this Rider for all losses as a result of the same Carjacking.

Verification of the Carjacking must be a part of an official report of the Carjacking or be certified, in writing, by the investigating officer(s).

Automobile - as used in this Rider, means a self-propelled private passenger motor vehicle with four or more wheels which is of a type both designed and required to be licensed for use on the highways of any state or country. Automobile includes, but is not limited to, a sedan, station wagon, or jeep-type vehicle and a motor vehicle of the pickup, panel, van, camper or motor home type. Automobile does not include a mobile home or any motor vehicle which is used in mass or public transit.

Carjacking - as used in this Rider, means taking unlawful possession of an Automobile by means of force or threats against the person(s) then rightfully occupying such Automobile.

BENEFIT B-45
ATTENDOR BENEFIT RIDER

This Rider is attached to and made part of the Policy Effective Date shown in the Declarations section of the Policy. It applies only with respect to losses of life that occur on or after that date. It is subject to all of the provisions, limitations and exclusions of the Policy except as they are specifically modified by this Rider. See the Principal Sums, Hazards and Benefits for Eligible Persons section of the Declarations section of the Policy for the applicability of this Rider with respect to each class of Insured Persons and each Hazard.

Attendor Benefit. If a Repatriation of Remains benefit becomes payable under the Policy, the Company will also pay for expenses reasonably incurred for one person (referred to as the Attendor) to accompany the deceased Insured Person's remains from the place where death occurred to the deceased Insured Person's place of primary residence; but not to exceed the cost of one round-trip economy airfare ticket. The Company will also pay for the Attendor's lodging and meals for up to 7 days, but: (a) only while the Attendor is away from his or her place of primary residence in connection with accompanying the deceased Insured Person's remains as described above; and (b) not to exceed \$100 per day for lodging and \$50 per day for meals.

AIG Benefits Travel Assist must make all arrangements and must authorize all expenses in advance for this benefit to be payable. The Company reserves the right to determine the benefit payable, including any reductions, if it was not reasonably possible to contact AIG Benefits Travel Assist in advance.

**BENEFIT B-46
BEDSIDE VISIT BENEFIT RIDER**

This Rider is attached to and made part of the Policy as of the Policy Effective Date shown in the Declarations section of the Policy. It applies only with respect to losses that occur on or after that date. It is subject to all of the provisions, limitations and exclusions of the Policy except as they are specifically modified by this Rider. See the Principal Sums, Hazards and Benefits for Eligible Persons section of the Declarations section of the Policy for the applicability of this Rider with respect to each class of Insured Persons and each Hazard.

Bedside Visit Benefit. If the Insured Person is confined to a Hospital or other medical facility for 7 days or more due to an Illness or Injury; the Company will pay for expenses reasonably incurred to bring one person chosen by the Insured Person to and from the Hospital or other medical facility where the Insured Person is confined if the place of confinement is outside a 100 mile radius from the Insured Person's place of primary residence; but not to exceed the cost of one round-trip economy airfare ticket. The Company will also pay for lodging and meals for up to 10 days for such person in the area of such place of confinement, but: (a) only while the Insured Person remains so confined; and (b) not to exceed \$500 per day for lodging and \$100 per day for meals.

AIG Benefits Travel Assist must make all arrangements and must authorize all expenses in advance for any benefits under this Rider to be payable. The Company reserves the right to determine the benefit payable, including reductions, if it is not reasonably possible to contact AIG Benefits Travel Assist in advance.

Definitions. As used in this Rider, the following terms are defined as follows:

Hospital - means a facility that: (1) is operated according to law for the care and treatment of injured people; (2) has organized facilities for diagnosis and surgery on its premises or in facilities available to it on a prearranged basis; (3) has 24 hour nursing service by registered nurses (R.N.'s); and (4) is supervised by one or more Physicians. A Hospital does not include: (1) a nursing, convalescent or geriatric unit of a hospital when a patient is confined mainly to receive nursing care; (2) a facility that is, other than incidentally, a rest home, nursing home, convalescent home or home for the aged; nor does it include any ward, room, wing, or other section of the hospital that is used for such purposes; or (3) any military or veterans hospital or soldiers home or any hospital contracted for or operated by any national government or government agency for the treatment of members or ex-members of the armed forces.

Illness – means any disease, sickness, or infection of an Insured Person that begins while coverage under the Rider is in force as to the Insured Person.

BENEFIT B-47
PSYCHOLOGICAL THERAPY BENEFIT RIDER

This Rider is attached to and made part of the Policy as of the Policy Effective Date shown in the Declarations section of the Policy. It applies only with respect to accidents that occur on or after that date. It is subject to all of the provisions, limitations and exclusions of the Policy except as they are specifically modified by this Rider. See the Principal Sums, Hazards and Benefits for Eligible Persons section of the Declarations section of the Policy for the applicability of this Rider with respect to each class of Insured Persons and each Hazard.

Psychological Therapy Benefit. If Injury to the Insured Person results within 365 days of the date of the accident that caused the Injury, in an accidental dismemberment for which an Accidental Dismemberment benefit is payable under the Policy, the Company will pay Covered Psychological Therapy Expenses that are due to the Injury causing the dismemberment. The Covered Psychological Therapy Expenses must be incurred within one year after the date of the accident causing the Injury. The amount payable for this benefit is the lesser of \$25,000 or 10% of the Insured Person's Principal Sum. Covered Psychological Therapy Expenses do not include any expenses for or resulting from an Injury for which the Insured Person is entitled to benefits paid or payable by Workers' Compensation or other similar law.

Covered Psychological Therapy Expense(s) - as used in this Rider, means an expense that: (1) is charged for a Medically Necessary Psychological Therapy Session for the Insured Person provided under the care or supervision of a Physician; (2) does not exceed the usual level of charges for similar therapy sessions in the locality where the expense is incurred; and (3) does not include charges that would not have been made if no insurance existed.

Medically Necessary Psychological Therapy Session - as used in this Rider, means any individual, joint or family mental health counseling session that: (1) is essential to assist the Insured Person in coping with the accidental dismemberment; (2) meets generally accepted standards of medical practice; and (3) is ordered by a Physician.

**RIDER R-1
WAR RISK RIDER
(Business Only)**

Rider R-1 applies only with respect to an Insured Person in a class to which this Hazard applies as stated in the Principal Sums, Hazards and Benefits for Eligible Persons section of the Declarations section of this Policy, and only with respect to Injury sustained by such person While on the Business of the Policyholder.

Exclusion 3 in the General Exclusions section of the Policy is waived for an Insured Person's loss caused in whole or in part by, or resulting in whole or in part from, declared or undeclared war or any act of declared or undeclared war, subject to the following restrictions:

1. The waiver only applies with respect to accidents that occur within the geographic limits or territorial waters of, or airspace above the geographic limits or territorial waters of, a Designated War Risk Territory.

Termination Date: War Risk Coverage ends on the earliest of: (1) the date the Policy terminates; or (2) the date the Company receives written notice from the Policyholder of the Policyholder's intent to terminate War Risk Coverage (or on the date specified in the written notice, if later).

Termination of War Risk Coverage will not affect a claim for a covered loss that occurred while War Risk Coverage was in effect.

Changes in Premium: The Company may change the premium rate for War Risk Coverage at any time if (1) war risk conditions change in the Designated War Risk Territory(ies); (2) there is a change in which area(s) is (are) defined to be the Designated War Risk Territory(ies); or (3) the Policyholder's exposure to war risk in the Designated War Risk Territory(ies) changes in any way. The Company will give the Policyholder written notice of any change in the premium rate for War Risk Coverage at least 10 days in advance of the effective date of the change.

Changes in Terms and Conditions: The terms and conditions of War Risk Coverage, including but not limited to the definition of the Designated War Risk Territory(ies), may be changed at any time to reflect conditions that, in the opinion of the Company, constitute a change in the Policyholder's war risk exposure.

Designated War Risk Territory(ies): as used in this Rider, means Worldwide. A Designated War Risk Territory does not include the United States of America, or the Insured Person's Country of permanent residence.

Exclusions: Exclusion 3 in the General Exclusions section of this Policy is waived with respect to an Insured Person to whom this Hazard applies, but only with respect to Injury sustained by such person under the circumstances described in this Hazard, and only where the accident occurs within the geographic limits or territorial waters of, or airspace above the geographic limits or territorial waters of, a Designated War Risk Territory.

1. Riding as a Passenger in any aircraft not intended and/or licensed for the transportation of Passengers.
2. Performing, learning to perform or instructing others to perform as a pilot or crew member of any aircraft.
3. Riding as a Passenger in a Policyholder Aircraft or an aircraft owned, leased or operated by the Insured Person's employer.

COVERAGE TERRITORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

Payment of loss under this policy shall only be made in full compliance with all United States of America economic or trade sanction laws or regulations, including, but not limited to, sanctions, laws and regulations administered and enforced by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC").

Travel Guard Group, Inc. Services

Subject to the conditions described herein, Travel Guard Group, Inc.(herein called the "Company") makes the following services (herein called "Services") available for the policyholder or the participating organization, where indicated, and to those eligible insureds described in the policy (herein called "Eligible Persons").

I. EFFECTIVE DATE OF SERVICES

Services shall be provided effective at 12:01 A.M. Standard Time at the policyholder's or participating organization's address as of the date the policy takes effect (herein the "Effective Date") and shall continue in force until the termination of the policy.

II. CONDITIONS OF AVAILABILITY OF SERVICES

The Company will provide the Services within the countries where such Services are available and are lawful to be provided.

III. DESCRIPTION OF SERVICES

TRAVEL MEDICAL ASSISTANCE

Emergency medical evacuation transportation assistance - If a customer suffers an injury or illness that requires medical treatment or hospitalization, we will coordinate and arrange emergency medical transportation to the nearest most appropriate medical facility. Once the customer is stabilized, our agents coordinate his/her return to a hospital near home.

Physician/hospital/dental/vision referrals- The customer will be provided with a list of physicians, dentists and optometrists in the area in which they are traveling.

Repatriation of mortal remains – We will arrange for the preparation and air transportation of a traveler's mortal remains to their country of domicile in the event of death while traveling.

Return travel arrangements – In the event of hospitalization, arrangements will be made for unattended minors traveling with the client to be flown home.

Emergency prescription replacement - If medications are lost or stolen, we will assist the customer in obtaining new prescriptions and also in shipping to the customer at their current location.

Dispatch of doctor or specialist – We will arrange for a medical consultation or doctor visit if the client is unable to visit a doctor.

In-patient and out-patient medical case management- If the customer is hospitalized, when traveling away from home, our medical advisors monitor the case from initial admission until discharge by maintaining close contact with the patient's attending physician, family doctor, and family. Our medical advisors also help determine if adequate care is available locally and if necessary, facilitate the evacuation of the customer to the nearest appropriate medical facility.

Qualified liaison for relaying medical information to family members – We will facilitate communications between the client and their family if the client is unable to do so.

Arrangements of visitor to bedside of hospitalized insured – Arrangements for relatives or visitors to travel to the client's bedside can be made through our 24-hour assistance center.

Eyeglasses and corrective lens replacement assistance - We will locate a service provider to replace eyeglasses or corrective lenses that may have been misplaced, stolen or damaged.

Direct billing to medical providers - We will coordinate with the medical provider to arrange direct billing, when available.

Medical cost containment/expense recovery and overseas investigation - We work directly with service providers to achieve significant discounts, audits medical expenses and will pursue an investigation if a resolution cannot be achieved between us and the service provider.

Medical bill audits- We assess all medical bills to ensure services provided are appropriate to the medical treatment needed and all that charges are reasonable and customary.

Shipment of medical records- We can provide assistance in shipping of needed medical records to the attending facility of the patient.

Medical equipment rental/replacement- Travel Assist will locate a facility or provider that would have medical equipment available to the traveler and coordinate between the two parties.

EMERGENCY TRAVEL ASSISTANCE

Flight re-bookings – We are available 24/7 to help customers rebook flights in the event of a flight cancellation, delay or schedule change.

Hotel re-bookings- We can assist in re-booking current reservations in the event of a flight cancellation, delay or schedule change.

Rental vehicle booking- We are available 24/7 to assist the customer in booking car rentals domestically and internationally.

Emergency return travel arrangements- In the event of an emergency we are available to assist 24/7 with making hotel, flight and car rental arrangements to assist the customer in returning home.

Roadside Assistance - We can assist in dispatching a tow truck or other appropriate roadside event (lock-out, gas, batter, etc) to the customer's location in the event of a roadside emergency.

Rental Vehicle Return – If a customer is traveling and has to abandon a rental due to an emergency, we will arrange for the vehicle's return to a location designated by the rental company.

Guaranteed hotel check-in- In the event of a travel delay, we can assist in calling the customer's hotel to guarantee a late arrival check-in. We will also guarantee a hotel in the event the customer has had their credit card stolen/lost.

Worldwide Travel Assistance

Lost baggage search; stolen luggage replacement assistance – We can assist with the return of lost luggage by coordinating efforts with the commercial carrier. In the event that an item is lost while traveling, we will assist the customer in the search for the lost item. We will coordinate getting the luggage to their current destination or home.

Lost passport/travel documents assistance - Travel Assist will assist in the replacement of lost or stolen travel documents, passports or visas.

ATM locator-We can locate the specific ATM locations worldwide that accept the caller's credit card or other card requirements.

Emergency cash transfer assistance - We will help members obtain cash advances in local or US currency for medical emergencies or other travel needs.

Travel information including visa/passport requirements – We can provide the customer with information such as passport/visa requirements and assist in expediting the procurement of these documents.

Emergency telephone interpretation assistance - We provide emergency telephone translation services in all major languages and offers referrals to interpreter services.

Urgent message relay to family, friends or business associates – We will assist with contacting family or friends in the event of an emergency situation while the customer is traveling

Up-to-the-minute travel delay reports- We can assist in providing the most up-to-date travel delay reports and information.

Long-distance calling cards for worldwide telephoning- We can provide information and assistance on purchasing long-distance calling cards for worldwide telephoning.

Inoculation information- We will provide the caller with inoculation recommendations that may be needed prior to traveling to their destination.

Embassy or Consulate Referral - Embassies and consulates are excellent sources for information and assistance to customers while traveling. We will provide the customer the address and phone number of the local embassy or consulate.

Currency conversion or purchase- We can provide foreign exchange rates throughout the world and assist with the purchase of foreign currency.

Up-to-the-minute information on local medical advisories, epidemics, required immunizations and available preventive measures- We will provide the most up-to-date information regarding medical advisories, epidemics, immunizations and preventative measures in the desired location.

Up-to-the-minute travel supplier strike information- We will provide the latest information available regarding travel supplier strikes and how it may affect the traveler.

Legal referrals/bail bond assistance - We will provide the customer with convenient legal referrals in their general area.

Worldwide public holiday information- We will provide customer with local worldwide public holiday information for the desired location.

CONCIERGE SERVICES

Restaurant referrals and reservations - Worldwide dining referrals and reservations made on behalf of the customer, based on availability.

Event Ticketing - Assistance with obtaining tickets to sporting, theater, concert and other events, based on availability.

Ground transportation coordination – Coordination of car or limo arrangements including transportation to and from the airport, hotel, meetings and more.

Golf tee time reservations and referrals - Assistance with scheduling tee times and making course recommendations, based on availability.

Wireless device assistance- Assistance with cell phones, personal digital assistants (PDAs) and other wireless devices, such as locating carrier stores, technicians, repair shops, replacement services when device is lost, stolen, or inoperable

Latest worldwide weather and ski reports- 24/7 update on destination weather as well as ski conditions throughout the world
Floral Services - Coordination of flower delivery for birthdays, anniversaries, holidays and other special occasions.

Private air charter assistance- Coordination with Private air charters to gain access, availability and booking.

Cruise charter assistance- Assistance with establishing availability and booking of cruise charters.

Latest sports scores- 24/7 updates on sports scores.

Find, wrap, and deliver one-of-a-kind gifts- Assistance in finding unique gifts for friends and family, including gift wrapping and delivery

Movie and theater information- Assistance with obtaining information about movie or theater events playing within a specific area. Travel Assist also obtains the tickets to theater or movie events, based on availability.

Latest stock quotes- Up-to-the-minute stock quotes

Special occasion reminders and gift ideas- Never miss a birthday, anniversary or special day while traveling. All special occasions are kept within Travel Guard Client Services database and a reminder is sent 48 hours prior to the day. Coordination of finding unique gifts for friends and family, including gift wrapping and delivery are included.

Lottery results- Up-to-the-minute lottery results

Local activity recommendations- Worldwide local activity referrals and reservations made on behalf of customer, based on availability.

PERSONAL SECURITY

Security Evacuation – If an Insured Person while traveling outside their Home Country requires a Security Evacuation, the Company will coordinate the transportation of the Insured Person to the Nearest Place of Safety.

Immediate 24 hour support services - employees and their families can receive support and information 24/7/365 during an incident involving personal security and/or safety; in-language support available. Services available on-line, via phone or e-mail.

Security and safety advisories, - receive up-to-the-minute information on current situations and threats from security specialists

Urgent Message Alerts and Relays- after providing travel itinerary details or locations of special interest, receive alerts on evolving situations in those areas that would impact travel to them

Confidential Storage of Personal Profile - provide a secure database of relevant customer data (medical data, credit card information and others) and transmit this information to requested contacts.

IV. LIMITATION

The Company reserves the right to suspend, curtail, or limit any or all of the Services at any time in the event of war, riot, insurrection, opposition by legal and administrative authorities of the country in which the Eligible Person becomes ill or is injured, or acts of God. The Company will, however, provide services to the best of its ability during such occurrence.

The Company reserves the right to suspend, curtail, or limit any or all of the Services at any time with written notice to the policyholder or the participating organization if the Company determines that to provide or continue to provide the Services would put the Company in violation of any applicable laws, regulations or ordinances.

V. DISCLAIMER

In all cases, the medical professional or any attorney suggested by the Company shall act in a medical or legal capacity on behalf of the Eligible Person only. The Company assumes no responsibility for any medical advice or legal counsel given by the medical profession or attorney. The Eligible Person shall not have any recourse to Company by reason of its suggestion of a medical professional or attorney or due to any legal or other determination resulting therefrom.

VI. SUBROGATION

The Company shall be subrogated, up to the value of the Services it has provided, to the rights and causes of action of the Eligible Person against any party responsible for acts giving rise to injury or sickness for which the Company renders assistance or for any other matter for which the Company incurs costs in providing Services under this Agreement.

Travel Guard Group, Inc. ID Theft Service Description

Subject to the conditions described herein, Travel Guard Group, Inc. (herein called the "Company") makes the following services ID Theft Services (herein called "Services") available for the policyholder or the participating organization, where indicated, and to those eligible insureds described in the policy (herein called "Eligible Persons"). Not all Services described herein are provided to all Eligible Persons.

I. EFFECTIVE DATE OF SERVICES

Services shall be provided effective at 12:01 A.M. Standard Time at the policyholder's or participating organization's address as of the date the policy takes effect (herein the "Effective Date") and shall continue in force until the termination of the policy.

II. CONDITIONS OF AVAILABILITY OF SERVICES

The Company will provide the Services within the United States, *except for New York*.

III. DEFINITIONS

Account Takeover – "Account Takeover" means the takeover by a third party of one or more existing deposit accounts, credit card accounts, debit card accounts, ATM cards, utility or telecommunication accounts or lines of credit in the name of an eligible person. An Eligible Person will receive service due to an Account Takeover that occurs while the policy is in effect.

Identity Theft – "Identity Theft" means the creation of one or more new financial service accounts, or new identities in public records (such as a driver's license) or elsewhere, by a third party in the name of and without the knowledge of the victim, to commit fraud or other crimes and/or to disguise the third party's true identity. An Eligible Person will receive Service due to an Identity Theft that occurs while the policy is in effect.

Identity Theft Customer Service Center – Identity Theft Customer Service Center means that live, trained identity theft service representatives will answer Eligible Persons' calls on a 24 X 7 basis. Service representatives will provide assistance to the Eligible Person in restoring his/her identity by educating the Eligible Person on the process required, providing pertinent contact information for the credit reporting agencies, Federal Trade Commission and other organizations as indicated. Service representatives will collect all required data to document the service call and provide follow up.

Identity Theft Recovery Kit- Identity Theft Recovery Kit means a booklet that explains in detail the process of identity theft recovery, and also includes form letters that can be sent to credit bureaus, financial institutions and government agencies to assist an Eligible Person in combating identity theft.

III. DESCRIPTION OF SERVICES

The following Services will be provided to Eligible Person(s):

- Use of the Identity Theft Customer Service Center,
- A copy of the Identity Theft Recovery Kit if requested, and
- Restoration Services.

As used herein, "Restoration Services" consists of one or more of the following services to be performed for an Eligible Person in the event of an Identity Theft or Account Takeover that first occurs while the policy is in effect:

1. Provide Eligible Person with a package of information which includes a description of the resolution process, educational articles, and guidance for avoiding future complications.
2. Notify the three major credit bureaus, and the Eligible Person's affected creditors, financial institutions, and utility providers of the identity fraud.
3. Provide assistance with filing a police report.
4. When appropriate, provide assistance with requesting that a fraud alert be placed on the Eligible Person's credit files and affected credit accounts.
5. When necessary, notify merchants that a fraudulent transaction occurred.
6. When appropriate, collect information regarding misuse of the Eligible Person's accounts.

7. Create and maintain a case file to document the identity fraud.
8. Review the Eligible Person's credit files with the Eligible Person to determine the accuracy of the file and potential areas of fraud.
9. When appropriate, provide assistance with obtaining and reviewing the Eligible Person's Social Security Personal Earnings and Benefits Statement.
10. Provide information to the Federal Trade Commission and to other government agencies as appropriate.
11. Research and investigate potential damage to Eligible Person's identity.
12. Other assistance as the Company might reasonably be able to offer Eligible Persons on a case by case basis as determined by the provider of the Services in its sole discretion.

IV. LIMITATION

The Company reserves the right to suspend, curtail, or limit any or all of the Services at any time in the event of war, riot, insurrection, opposition by legal and administrative authorities of the country in which the Identity Theft or Account Takeover occurs or acts of God. The Company will, however, provide services to the best of its ability during such occurrence.

The Company reserves the right to suspend, curtail, or limit any or all of the Services at any time with written notice to the policyholder or the participating organization if the Company determines that to provide or continue to provide the Services would put the Company in violation of any applicable laws, regulations or ordinances.

V. DISCLAIMER

The Company assumes no responsibility for any advice or counsel given by the service representatives or other persons contracted for the described Services. The Eligible Person shall not have any recourse to Company by reason of its suggestion of such service representatives or other persons or due to any legal or other determination resulting therefrom.

VI. SUBROGATION

The Company shall be subrogated, up to the value of the Services it has provided, to the rights and causes of action of the Eligible Person against any party responsible for Identity Theft or Account Takeover or any acts or omissions related thereto for which the Company renders assistance or for any other matter for which the Company incurs costs in providing Services under this Agreement.