

# NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

Executive Offices: 175 Water Street, 15<sup>th</sup> Floor, New York, NY 10038

(212) 458-5000

(a capital stock company, herein referred to as the Company)

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## PARTICIPATING ORGANIZATION APPLICATION FOR INLAND MARINE INSURANCE POLICY

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

### 1. Identification of Policyholder:

Name of Policyholder: Group Insurance Trust (Delaware)  
Address of Policyholder: BNY Mellon Trust of Delaware, as Trustee  
301 Bellevue Parkway, 3<sup>rd</sup> Floor  
Wilmington, DE 19809  
Attn: Corporate Trust Administration  
Policy Number: MTA 0009155973

### 2. Identification of Participating Organization:

Name of Participating Organization: BorgWarner, Inc.  
Address of Participating Organization: 3850 Hamlin Road, Auburn Hills, MI 48326  
Type of Business or Purpose of Organization: None  
Covered Affiliates(s) or Subsidiary(ies): As on file with the Participating Organization

**Newly Acquired Corporations, Partnerships, or Sole Proprietorships.** The premium for the Participating Organization's coverage under this Policy applies only to the Participating Organization as constituted on the Participating Organization Effective Date (or any renewal date of such coverage). However, any corporation, partnership, or sole proprietorship consisting of 500 lives or greater acquired by the Participating Organization after the Participating Organization Effective Date (or the renewal date) will be considered a part of the Participating Organization, or a Covered Affiliate or Subsidiary, as of the date of the acquisition, but only if the following conditions are both met by the Participating Organization 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 Participating Organization, or a Covered Affiliate or Subsidiary, and the employees from the newly acquired entity will not be considered as employees of the Participating Organization or a Covered Affiliate or Subsidiary for Policy purposes, until the date both conditions are met. In any event, the Participating Organization is liable for payment of premium for any period of time that coverage under this Policy is in effect for any employees from the newly acquired entity.

### 3. Eligible Class

### Description of Class

|     |  |
|-----|--|
| I   | All Executives of BorgWarner Salary Grade 17 and Above.          |
| II  | All Employees of BorgWarner Salary Grades 14-16.                 |
| III | All Employees of BorgWarner Salary Grades 13 and below.          |
| IV  | All non-Employee Directors of BorgWarner.                        |
| V   | All Eligible Spouse and Dependent Children of a Primary Insured. |

**Eligible Spouse** - as used above, means the Insured's legal spouse.

**Eligible Dependent Children** - as used above, means the Insured's unmarried children, including natural children from the moment of birth, step or foster children, or adopted children from the moment of placement in the home of the Insured, under age 26 and primarily dependent on the Insured for support and maintenance.

Any unmarried Eligible Dependent Children of the Insured covered under the Participating Organization's coverage under this Policy before reaching the age limit specified above, who are incapable of self-sustaining employment by reason of mental or physical incapacity, and who are primarily dependent on the Insured for support and maintenance, may continue to be eligible under this Policy beyond that age limit for as long as the Participating Organization's coverage under this Policy is in force, but only if they remain continuously covered under this Policy. The Company may request that the Insured submit satisfactory proof of the Eligible Dependent Child(ren)'s incapacity and dependency to the Company within 60 days before the Eligible Dependent Child(ren) reach the age limit specified above. If the Insured fails to furnish the requested proof before the Eligible Dependent Child(ren) reach the age limit, coverage for the Eligible Dependent Child(ren) will not be extended past the age limit. If coverage is extended, the Company may request that the Insured submit satisfactory proof of the Eligible Dependent Child(ren)'s continued incapacity and dependency to the Company on an annual basis. If the Insured fails to furnish the requested proof within 31 days of the request, coverage for the Eligible Dependent Child(ren) will terminate at the end of that 31-day period.

4. **Principal Sums, Hazards and Benefits 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 4A.

| Class | Principal Sum                                |
|-------|--|
| I     | 5 times salary to a maximum of \$2,000,000*. |
| II    | 5 times salary to a maximum of \$1,500,000*. |
| III   | 5 times salary to a maximum of \$500,000*.   |
| IV    | \$500,000*                                   |
| V     | Spouse: \$50,000*; Child(ren): \$25,000*     |

"Annual Salary" means the Insured's base annual salary exclusive of overtime, bonuses, tips, commission, and special compensation.

\*If an Insured is domiciled in a Country where AIG cannot make payment directly in such country of domicile which results in the AD&D benefit being subject to local Tax the principal sum is increased by up to 25% to a maximum of \$250,000. The amount of any increased payment will be in direct proportion to the amount of any such tax applied, not to exceed 25% or the principal sum or \$250,000.

Section 4B.

| Class | Hazard(s)                       | Benefit(s) and Benefit Riders  | Other Rider(s) and Endorsement(s) |
|-------|---------------------------------|--|-----------------------------------|
| I     | H-12, H-32,<br>H-39<br><br>H-46 | B-1, B-2, B-4, B-6, B-7, B-16, B-24,<br>B-25, B-28, B-45, B-46, B-47<br><br>B-42 |                                   |
| II    | H-12, H-32,<br>H-39<br><br>H-46 | B-1, B-2, B-4, B-6, B-7, B-16, B-24,<br>B-25, B-28, B-45, B-46, B-47<br><br>B-42 |                                   |
| III   | H-12, H-32,<br>H-39<br><br>H-46 | B-1, B-2, B-4, B-6, B-7, B-16, B-24,<br>B-25, B-28, B-45, B-46, B-47<br><br>B-42 |                                   |
| IV    | H-12, H-32,<br>H-39<br><br>H-46 | B-1, B-2, B-4, B-6, B-7, B-16, B-24,<br>B-25, B-28, B-45, B-46, B-47<br><br>B-42 |                                   |
| V     | H-39, H-43,<br>H-44<br><br>H-46 | B-1, B-2, B-4, B-6, B-7, B-16, B-24,<br>B-25, B-28, B-45, B-46, B-47<br><br>B-42 |                                   |

5. **Aggregate Limit:** \$18,000,000 per aircraft accident  
 \$18,000,000 per accident – War Risk  
 \$1,000,000 per event – Hazard H-46 – Security Evacuation Benefit only

6. **Hazards, Benefits and Benefit Riders, Other Riders and Endorsements, and Attachments Made Part of the Participating Organization’s Coverage Under this Policy:**  
 a. The following Hazards are made part of the Participating Organization’s coverage under the Policy as of the Participating Organization’s Effective Date:

| FORM NUMBER        | HAZARD NUMBER | DESCRIPTION   |
|--------------------|---------------|---|
| C11875(Rev 3/13)IM | H-12          | 24-Hour Accident Protection While On A Trip (Business Only)   |
| C11891IM           | H-32          | Extraordinary Commuting                                       |
| C11898(Rev 3/13)IM | H-39          | War Risk (Business Only)                                      |
| C11902IM           | H-43          | 24-Hour on a Family Relocation Trip (Insured Dependents Only) |
| C11903IM           | H-44          | Family Accompanying the Insured (Insured Dependents Only)     |
| C36354IM(Rev 2/18) | H-46          | 24 Hour Protection While on an International Trip             |

- b. The following Benefits and Benefit Riders/Endorsements are attached to and made part of the Participating Organization's coverage under Policy as of the Participating Organization 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.

| FORM NUMBER        | BENEFIT NUMBER | DESCRIPTION  |
|--------------------|----------------|--|
| C11911(Rev 3/13)IM | B-4            | Bereavement and Trauma Counseling Benefit                          |
| C11913IM           | B-6            | Carjacking Benefit (Percentage of Principal Sum Amount)            |
| C11914IM(Rev 7/12) | B-7            | Coma Benefit   |
| C11923(Rev 3/13)IM | B-16           | Home Alteration and Vehicle Modification Benefit                   |
| C11931IM           | B-24           | Permanent Total Disability (Single Payment) Benefit                |
| C11932(Rev 3/13)IM | B-25           | Rehabilitation Benefit   |
| C11935IM           | B-28           | Seat Belt and Air Bag (Percentage of Principal Sum Amount) Benefit |
| C36048IM           | B-42           | Security Evacuation Benefit  |
| C36161(Rev 8/16)IM | B-45           | Attendor Benefit   |
| C36182(Rev 3/13)IM | B-46           | Bedside Visit Benefit  |
| C36286IM           | B-47           | Psychological Therapy Benefit                                      |

- c. The following attachments are made part of the Policy as of the Policy Effective Date:

| FORM NUMBER      | BENEFIT NUMBER | DESCRIPTION                       |
|------------------|----------------|-----------------------------------|
| C40015(Rev 8/13) |                | Domestic Partnerships Endorsement |
| 89644 6-13       |                | Economic Sanctions Endorsement    |

**Note:** Any Riders attached to this Policy apply only with respect to losses that occur on or after the later of: 1) the effective date of each Rider; or 2) the effective date of the Participating Organization's coverage under each Rider. Each Rider applies with respect to a Participating Organization's coverage under this Policy only if the Participating Organization has elected the coverage described in each Rider as indicated in this Participating Organization Application. Any Hazards attached to this Policy apply with respect to a Participating Organization's coverage under this Policy only if the Participating Organization has elected the coverage described in each Hazard as indicated in this Participating Organization Application. Any Riders or Hazards attached to this Policy apply only with respect to an Insured Person in a class to which that Rider and Hazard applies as stated in this Principal Sums, Hazards and Benefits for Eligible Persons section of this Participating Organization Application and under the circumstances described within such Riders or Hazards.

7. **Premiums:**

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

\$4,664.00 per year, due and payable in annual installments with the first installment due as of the Participating Organization's Effective Date and subsequent installments due as each anniversary date.

8. **Data Furnished by Participating Organization:** The Participating Organization will provide updated exposure at each renewal.

9. **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: the Policy Effective Date, or the first day of active employment with the Policyholder, whichever occurs later.

A change in coverage 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.

10. **Participating Organization Term:**

|  |                 |
|--|-----------------|
| Participating Organization Effective Date:   | January 1, 2019 |
| Participating Organization Anniversary Date: | January 1, 2020 |
| Participating Organization Termination Date: | January 1, 2022 |

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Signed for the Participating Organization

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Title

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Date

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Signed by Licensed Resident Agent  
(Where Required by Law)

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## INLAND MARINE INSURANCE POLICY

This Policy is a legal contract between the Policyholder and the Company. The Company agrees to insure eligible persons of each Participating Organization of the Policyholder (herein called Insured Persons) 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 Participating Organization Applications.

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

This Policy begins on the Effective Date shown in the Master Application 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 where it is delivered.

The President and Secretary of National Union Fire Insurance Company of Pittsburgh, Pa. witness this Policy:



President



Secretary

**PLEASE READ THIS POLICY CAREFULLY**

**Non-Participating Policy**

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## 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 Participating Organization Aircraft.

**Country of Permanent Assignment** - means a country, other than an Insured's Home Country, in which the Participating Organization requires an Insured to work for a period of time that exceeds 365 continuous days.

**Home Country** - means a country from which the Insured holds a passport. If the Insured holds passports from more than one country, his or her Home Country will be the country that he or she has declared to the Company in writing to be his or her Home Country.

**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: (1) which is sustained as a direct result of an unintended, unanticipated accident that is external to the body and that occurs while the injured person's coverage under the Policy is in force; (2) which occurs under the circumstances described in a Hazard applicable to that person; and (3) which directly (independent of sickness, disease, mental incapacity, bodily infirmity or any other cause) causes a covered loss under a Benefit applicable to such Hazard.

**Insured** means a person: (1) who is a member of an Eligible Class of persons as described in the Participating Organization Application; (2) for whom premium has been paid; and (3) while covered under this Policy. However, an Insured does not include any person covered under the Policy solely as an Insured Dependent.

**Insured Dependent** means an Insured Spouse or an Insured Dependent Child.

**Insured Dependent Child** means the Insured's Eligible Dependent Child who is a member of an Eligible Class of persons as described in the Participating Organization Application: (1) for whom premium has been paid; and (2) while covered under the Policy.

**Insured Person** means an Insured or an Insured Dependent.

**Insured Spouse** means the Insured's Eligible Spouse who is a member of an Eligible Class of persons as described in the Participating Organization Application: (1) for whom premium has been paid; and (2) while covered under the Policy.

**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.

**Participating Organization** - means an organization: 1) which elects to offer coverage under this Policy by completing a Participation Organization Application that has been accepted by the



Company; 2) which remits the required premium when due; if applicable, and 3) while coverage through the Participating Organization is available under this Policy.

**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 Participating Organization.

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

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

**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
- any flight which requires a special permit or waiver from the authority having jurisdiction over civil aviation, even though granted
- exploration
- pipe line inspect
- power line inspection
- any form of hunting
- bird or fowl herding
- aerial photography
- banner towing
- any test or experimental purpose

**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 or travel to and from the Insured's place of regular employment. "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 Participating Organization** means while on assignment by or at the direction of the Participating Organization for the purpose of furthering the business of the Participating Organization, but does not include any period of time: (1) while the Insured 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 residence and regular place of employment to the new location.

## POLICY EFFECTIVE AND TERMINATION DATES

**Effective Date.** This Policy begins on the Policy Effective Date shown in the Master Application 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 Master Application; 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.

Termination of the Policy will not affect a claim for loss which occurs while the Policy is in force.

## PARTICIPATING ORGANIZATION EFFECTIVE AND TERMINATION DATES

**Effective Date.** A Participating Organization's coverage under this Policy begins on the later of: 1) Participating Organization Effective Date shown in the Participating Organization Application at 12:01 AM Standard Time at the address of the Participating Organization shown in the Participating Organization Application; or 2) the Policy Effective Date shown in the Master Application.

**Termination Date** Either the Company or the Participating Organization may terminate the Participating Organization's coverage under this Policy on any date by giving 31 days advance written notice to the other party. The Participating Organization's coverage under this Policy may also, at any time, be terminated by the mutual written consent of the Company and the Participating Organization. A Participating Organization's coverage terminates automatically on the earliest of: 1) the Participating Organization Termination Date shown on the Participating Organization Application; 2) the premium due date if premiums are not paid when due; if applicable, or 3) the date this Policy terminates. Termination of the Participating Organization's coverage takes effect at 12:01 AM Standard Time at the Participating Organization's address on the date of termination.

Termination of the coverage under the Policy will not affect a claim for loss which occurs while coverage under the Policy is in force.

## INSURED'S EFFECTIVE AND TERMINATION DATES

**Effective Date.** An Insured's coverage 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 Participating Organization Application; or (3) the Coverage Effective Date.

**Termination Date.** An Insured's coverage ends on the earliest of: (1) the date the 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 an Eligible Class of persons as described in the Participating Organization Application.

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

## INSURED DEPENDENT(S)' EFFECTIVE AND TERMINATION DATES

An Insured Dependent's coverage begins on the latest of: (1) the date the Insured's coverage begins; or (2) the date the person becomes a member of an Eligible Class of persons as described in the Participating Organization Application; or (3) the Coverage Effective Date.

An Insured Dependent's coverage ends on the earliest of: (1) the date the Insured's coverage ends; (2) the premium due date if premiums for the Insured Dependent are not paid when due; (3) the date the Insured Dependent ceases to be a member of an Eligible Class of persons as described in the Participating Organization Application.

## PREMIUM

**Premiums.** Premiums are payable to the Company at the rates and in the manner described in the Premiums section of the Participating Organization Application. The Company may change the required premiums due on any premium due date by giving the Participating Organization at least 31 days advance written notice. The Company may also change the required premiums at any time when any change in coverage affecting premiums is made in this Policy. Any such change in this Policy will not take effect until any required additional premium is received by the Company, except as otherwise agreed to in writing by the Company and the Policyholder.

**Grace Period.** A Grace Period of 31 days will be provided for the payment of any premium due after the first. Coverage under this Policy will not be terminated for nonpayment of premium during the Grace Period if the Participating Organization pays all premiums due by the last day of the Grace Period. Coverage under this Policy will terminate on the last day of the period for which all premiums have been paid if the Participating Organization 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 coverage under this Policy, the Company does so in accordance with the Noncompliance with Policy Requirements provision of the General Provisions section. In such case, the Participating Organization will be liable to the Company for any unpaid premiums for the time coverage under 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 coverage under this Policy prior to a premium due date.

## BENEFITS

**Principal Sum.** Some of the Benefits under this Policy are subject to a Principal Sum, or a percentage of a Principal Sum. As applicable to each Hazard and Benefit for each Insured Person, Principal Sum is the amount of insurance in force under this Policy on that person for that Hazard and Benefit, if applicable, and as described for the Insured Person's eligible class in the Principal Sums, Hazards and Benefits for Eligible Persons section of the Participating Organization Application.

### **B-1. Accidental Death Benefit.**

See the Principal Sums, Hazards and Benefits for Eligible Persons section of the Participating Organization Application 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 Dismemberment and Paralysis Benefit.**

See the Principal Sums, Hazards and Benefits for Eligible Persons section of the Participating Organization Application 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%                                |
| Hearing in One Ear.....                  | 25%                                |
| Thumb and Index Finger of Same Hand..... | 25%                                |
| Quadriplegia.....                        | 100%                               |
| Paraplegia.....                          | 100%                               |
| Hemiplegia.....                          | 100%                               |
| Uniplegia.....                           | 25%                                |

“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.

If more than one Loss is sustained by an Insured Person as a result of the same accident, only one amount, the largest, will be paid.

**Exposure and Disappearance.** 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.

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 and Paralysis Benefit, Coma Benefit.

**Limitation on Multiple Hazards.** If an Insured Person's Injury is caused by an accident that occurs under the circumstances described in more than one Hazard applicable to that person as shown in the Principal Sums, Hazards and Benefits section of the Participating Organization Application of this Policy, for Policy purposes the Principal Sum for that Insured Person for that accident will be determined as though the accident occurred under the circumstances described in only one such Hazard, the Hazard with the largest Principal Sum: H-12, H-32, H-39, H-43, H-44, H-46.

**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 and Paralysis Benefit, Coma Benefit, and Security Evacuation 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 Participating Organization Application. 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 Participating Organization Application states that an Aggregate Limit is restricted in its applicability to certain eligible classes or certain Hazards or losses, this Aggregate Limit provision applies only to Insured Persons in those eligible classes or to whom that Hazard or those losses apply.

## GENERAL EXCLUSIONS

No coverage shall be provided under this Policy and no payment shall be made for any loss resulting in whole or in part from, or contributed to by, or as a natural and probable consequence of any of the following excluded risks even if the proximate or precipitating cause of the loss is an accidental bodily Injury:

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, unless specifically provided by this Policy.
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, unless specifically provided by this Policy.
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.)

## GENERAL PROVISIONS

**Entire Contract; Changes.** This Policy and any attached papers make up the entire contract between the Policyholder and the Company. In the absence of fraud, all statements made by the Policyholder, a Participating Organization or any Insured will be considered representations and not warranties. No written statement made by an Insured will be used in any contest unless a copy of the statement is furnished to the Insured or his or her beneficiary or personal representative.

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.

**Incontestability.** The validity of this Policy will not be contested except as to nonpayment of premiums.

**Beneficiary Designation and Change.** The Insured's designated beneficiary(ies) is (are) the person(s) so named by the Insured for the Participating Organization's group life insurance policy as shown on the Participating Organization's records kept on that policy, unless the Insured has named a beneficiary specifically for this Policy as shown on the Participating Organization's records kept on this Policy. The Insured Dependent's beneficiary is the Insured unless the Insured has named a different beneficiary(ies) for the Insured Dependent's coverage as shown on the Participating Organization's records kept on this Policy.

An Insured over the age of majority and legally competent may change his or her beneficiary designation or the beneficiary designation for an Insured Dependent's coverage at any time, unless an irrevocable designation has been made, without the consent of the designated beneficiary(ies) or the Insured Dependent, by providing the Participating Organization with a written request for change. When the request is received, whether the Insured or the Insured Dependent 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.

If no beneficiary for an Insured Dependent's coverage is living on the date of the Insured Dependent's death, 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 three years after the time written proof of loss is required to be furnished.

**Noncompliance 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 State Statutes.** Any provision of this Policy which, on its effective date, is in conflict with the statutes of the state in which this Policy is delivered is hereby amended to conform to the minimum requirements of those statutes.

**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, a Participating Organization or the Company, will not void the insurance of any Insured if that insurance would otherwise have been in effect nor extend the insurance of any Insured 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 or a Participating Organization that may have a bearing on this insurance.

**Assignment.** This Policy is non-assignable.

**Misstatement of Age.** If premiums for the Insured are based on age and the Insured has misstated his or her age, there will be a fair adjustment of premiums based on his or her true age. If the benefits for which the Insured is insured are based on age and the Insured has misstated his or her age, there will be an adjustment of said benefit based on his or her true age. The Company may require satisfactory proof of age before paying any claim.

**Incorporation Provision.** The provisions of the attached Rider(s), and any Rider or Endorsement added after the Policy Effective Date, are made a part of this Policy.

**Difference in Conditions/Difference in Limits.** If this Policy provides coverage, limits or conditions that are broader in meaning or scope than those of a Locally Admitted Policy providing insurance to an Insured Person, then this Policy will pay benefits for a loss on an excess basis to the extent of the difference in any coverage, conditions or limits between this Policy and any Locally Admitted Policy. Any payment made under this Policy will be governed by the limitations, exclusions and other terms and conditions of this Policy. In no event will the coverage afforded under this Policy, in combination with any additional Locally Admitted Policy, exceed the benefits payable under this Policy.

This Policy shall not provide coverage or pay benefits for or in addition to any coverage or benefits provided under a Nonprogram policy, as defined herein.

Any payment made under this provision will at the sole discretion of the Company be either in the currency of the Country where a Locally Admitted Policy is issued, or in US Dollars. All payments under this provision will be made in accordance with the Modified Payment of Claims provision.

*"Insured Person"*, for the purposes of this provision only, shall include any Insured Person as defined in this Policy, and who is included in Eligible Persons under the terms of this Policy.

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

*"Locally Admitted Policy"* means an insurance policy that is issued by an American International Group, Inc. (AIG) affiliated insurance company or network partner (as defined by the Company) or requested by the Company or the American International Group, Inc. (AIG) affiliated insurance company to be issued to the Participating Organization or one of the Participating Organization's subsidiary or affiliated entities.

*"Nonprogram policy"* means any policies in effect before, on or after inception of this Policy which have not been arranged at the Company's or an AIG affiliate insurance company's direction or for coordination specifically with this Policy.



## CLAIMS PROVISIONS

**Notice of Claim.** Written notice of claim must be given to the Company within 20 days after an Insured's loss, or as soon thereafter as reasonably possible. Notice given by or on behalf of the claimant to the Company at Personal Accident Claims Department, P.O. Box 25987, Shawnee Mission, KS 66225, with information sufficient to identify the Insured, 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 Participating Organization'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 will be made to the Insured'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 suffering the loss. If an Insured 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.

**Modified Payment of Claims.** With respect to losses suffered by Insureds whose current place of primary residence is outside the United States of America or Canada, the Company may pay any benefits that may become payable under the Policy to the Participating Organization, who:

1. will hold such payment in trust for the sole use and benefit of the Insured or his or her beneficiary or other person to whom such benefits are payable (the Payee), as described in this Payment of Claims provision;
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;
3. agrees that any such payment made by the Company to the Participating Organization 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 ; including the payment of any additional taxes or other additional sums due as a result of the distribution of such payment;

5. will indemnify, defend and hold the Company harmless 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;
6. with respect to any application or disbursement of such payment in foreign currency, will use the foreign exchange rate in effect at the Participating Organization's payor bank on the date the benefits become payable to convert United States of America dollar-denominated currency into foreign currency.

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

**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.

# NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

Executive Offices: 175 Water Street, 15<sup>th</sup> Floor, New York, NY 10038

(212) 458-5000

(a capital stock company, herein referred to as the Company)

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Policyholder: Group Insurance Trust (Delaware)

Participating Organization: BorgWarner, Inc.

Policy Number: MTA 0009155973

## HAZARD H-12 24-HOUR ACCIDENT PROTECTION WHILE ON A TRIP (Business Only)

Hazard H-12 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 Participating Organization Application, and only with respect to Injury sustained by such person:

1. While on the Business of the Participating Organization; 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-12 applies only where the Sojourns or Personal Deviations 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-12 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 Participating Organization Aircraft, unless otherwise provided by this Policy, and any aircraft while it is being used for Specialized Aviation Activity(ies).

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Policyholder: Group Insurance Trust (Delaware)

Participating Organization: BorgWarner, Inc.

Policy Number: MTA 0009155973

## HAZARD H-32 EXTRAORDINARY COMMUTING

Hazard H-32 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 Participating Organization Application, 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 Participating Organization 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 Participating Organization, 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.

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Policyholder: Group Insurance Trust (Delaware)

Participating Organization: BorgWarner, Inc.

Policy Number: MTA 0009155973

## HAZARD H-39 WAR RISK (Business Only)

Hazard H-39 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 Participating Organization Application, and only with respect to Injury sustained by such person While on the Business of the Participating Organization and as a result of an act of declared or undeclared war within the geographic limits or territorial waters of, or airspace above the geographic limits or territorial waters of, a Designated War Risk Territory (but not such an act in which the Insured Person is an active participant).

**Changes in Premium.** The Company may change the premium rate for the inclusion of Hazard H-39 under this Policy 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 Participating Organization's exposure to war risk in the Designated War Risk Territory(ies) changes in any way. The Company will give the Participating Organization written notice of any change in the premium rate for the inclusion of Hazard H-39 at least 10 days in advance of the effective date of the change.

**Termination Date.** Hazard H-39 ceases to apply with respect to this Policy on the earliest of: (1) the date the Policy terminates; (2) the date the Company receives written notice from the Participating Organization of the Participating Organization's intent to terminate the applicability of Hazard H-39 (or on the date specified in the written notice, if later); or (3) the date specified in the Company's written notice to the Participating Organization of the Company's intent to terminate the applicability of Hazard H-39 (or 45 days after the date the written notice is received by the Participating Organization, if later).

If the applicability of Hazard H-39 terminates prior to the end of a period for which premium has been paid, any unearned premium attributable to Hazard H-39 will be returned.

Termination of the applicability of Hazard H-39 will not affect a claim for a covered loss that occurred while Hazard H-39 was still applicable.

**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, unless previously consented to in writing by the Company, that Exclusion is not waived, and this Hazard does not apply, 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 Participating Organization Aircraft or an aircraft owned, leased or operated by the Insured Person's employer.

Exclusion 3 in the Exclusions section of the 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.

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

**Changes in Terms and Conditions.** The terms and conditions of Hazard H-39, 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 Participating Organization's war risk exposure.

**Designated War Risk Territory(ies)** means worldwide. A Designated War Risk Territory does not include the United States of America or the Insured Person's country of permanent residence.

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Policyholder: Group Insurance Trust (Delaware)

Participating Organization: BorgWarner, Inc.

Policy Number: MTA 0009155973

## HAZARD H-43 24-HOUR ON A FAMILY RELOCATION TRIP (Insured Dependents Only)

Hazard H-43 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 Participating Organization Application, 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 Participating Organization 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 Participating Organization to a new worksite. The Trip must be authorized by, or taken at the direction of, the Participating Organization and/or must be paid for in whole or in part by the Participating Organization.



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Policyholder: Group Insurance Trust (Delaware)

Participating Organization: BorgWarner, Inc.

Policy Number: MTA 0009155973

## **HAZARD H-44 FAMILY ACCOMPANYING THE INSURED (Insured Dependents Only)**

Hazard H-44 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 Participating Organization Application, 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 Participating Organization; 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.

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Policyholder: Group Insurance Trust (Delaware)

Participating Organization: BorgWarner, Inc.

Policy Number: MTA 0009155973

## HAZARD H-46 24-HOUR PROTECTION WHILE ON AN INTERNATIONAL TRIP

Hazard H-46 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 Participating Organization Application, and only with respect to loss sustained by such person:

1. While on the Business of the Participating Organization; and
2. During the course of any Trip made by such person outside the Insured's Home Country or Country of Permanent Assignment that does not exceed 365 days, including a Sojourn or Personal Deviation taken during the course of the Trip.

With respect to a Sojourn or Personal Deviation, Hazard H-46 applies only where the Sojourns or Personal Deviations 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-46 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 aircraft while it is being used for any Specialized Aviation Activity(ies).

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Participating Organization: BorgWarner, Inc.

Policy Number: MTA 0009155973

## BENEFIT B-4 BEREAVEMENT AND TRAUMA COUNSELING BENEFIT RIDER

This Rider is attached to and made part of the Policy effective January 1, 2019. 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 Participating Organization Application for the applicability of this Rider 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 an 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 Rider, 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 Rider, 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 and; (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.

The President and Secretary of National Union Fire Insurance Company of Pittsburgh, Pa. witness this Rider:



President



Secretary

# NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

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Participating Organization: BorgWarner, Inc.

Policy Number: MTA 0009155973

## BENEFIT B-6

### CARJACKING BENEFIT (PERCENTAGE OF PRINCIPAL SUM AMOUNT) RIDER

This Rider is attached to and made part of the Policy effective January 1, 2019. 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 Participating Organization Application 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.

The President and Secretary of National Union Fire Insurance Company of Pittsburgh, Pa. witness this Rider:



President



Secretary

# NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

Executive Offices: 175 Water Street, 15<sup>th</sup> Floor, New York, NY 10038  
(212) 458-5000

(a capital stock company, herein referred to as the Company)

---

Policyholder: Group Insurance Trust (Delaware)

Participating Organization: BorgWarner, Inc.

Policy Number: MTA 0009155973

## BENEFIT B-7 (Rev) COMA BENEFIT RIDER

This Rider is attached to and made part of the Policy effective January 1, 2019. 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 Participating Organization Application for the applicability of this Rider 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 Insured Person's Principal Sum. This benefit is payable monthly for 11 months if the Insured Person remains Comatose due to that Injury. If the Insured Person remains Comatose through the 11<sup>th</sup> month, any residual portion of that Insured Person's Principal Sum will become payable on the first day of the 12<sup>th</sup> month during which the Insured Person remains Comatose. If the Insured Person ceases to be Comatose due to the Injury any time during the first 11 months, the monthly benefit will end. No benefit is provided for the first 30 days of Coma. No benefit is payable after 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 Rider, 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.

The President and Secretary of National Union Fire Insurance Company of Pittsburgh, Pa. witness this Rider:



President



Secretary

# NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

Executive Offices: 175 Water Street, 15<sup>th</sup> Floor, New York, NY 10038

(212) 458-5000

(a capital stock company, herein referred to as the Company)

---

Policyholder: Group Insurance Trust (Delaware)

Participating Organization: BorgWarner, Inc.

Policy Number: MTA 0009155973

## BENEFIT B-16 HOME ALTERATION AND VEHICLE MODIFICATION BENEFIT RIDER

This Rider is attached to and made part of the Policy effective January 1, 2019. 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 Participating Organization Application for the applicability of this Rider 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 drivable 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.

The President and Secretary of National Union Fire Insurance Company of Pittsburgh, Pa. witness this Rider:



President



Secretary



# NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

Executive Offices: 175 Water Street, 15<sup>th</sup> Floor, New York, NY 10038  
(212) 458-5000

(a capital stock company, herein referred to as the Company)

---

Policyholder: Group Insurance Trust (Delaware)

Participating Organization: BorgWarner, Inc.

Policy Number: MTA 0009155973

## BENEFIT B-24 PERMANENT TOTAL DISABILITY (SINGLE PAYMENT) BENEFIT RIDER

This Rider is attached to and made part of the Policy effective January 1, 2019. 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 Participating Organization Application for the applicability of this Rider 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).** If, 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 Rider, 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.

The President and Secretary of National Union Fire Insurance Company of Pittsburgh, Pa. witness this Rider:



President



Secretary

# NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

Executive Offices: 175 Water Street, 15<sup>th</sup> Floor, New York, NY 10038

(212) 458-5000

(a capital stock company, herein referred to as the Company)

---

Policyholder: Group Insurance Trust (Delaware)

Participating Organization: BorgWarner, Inc.

Policy Number: MTA 0009155973

## BENEFIT B-25 REHABILITATION BENEFIT RIDER

This Rider is attached to and made part of the Policy effective January 1, 2019. 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 Participating Organization Application for the applicability of this Rider 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 Rider, 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 Rider, 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 Rider, 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.

The President and Secretary of National Union Fire Insurance Company of Pittsburgh, Pa. witness this Rider:



President



Secretary

# NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

Executive Offices: 175 Water Street, 15<sup>th</sup> Floor, New York, NY 10038

(212) 458-5000

(a capital stock company, herein referred to as the Company)

---

Policyholder: Group Insurance Trust (Delaware)

Participating Organization: BorgWarner, Inc.

Policy Number: MTA 0009155973

## BENEFIT B-28

### SEAT BELT AND AIR BAG (PERCENTAGE OF PRINCIPAL SUM AMOUNT) BENEFIT RIDER

This Rider is attached to and made part of the Policy effective January 1, 2019. 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 Participating Organization Application for the applicability of this Rider with respect to each class of Insured Persons and each Hazard.

**Seat Belt Benefit.** The Company will pay a benefit under this Rider 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 Rider is the lesser of: (1) \$25,000; or (2) 10% of the Insured Person's Principal Sum.

**Air Bag Benefit.** The Company will pay an additional benefit under this Rider 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 Rider is the lesser of: (1) \$25,000; or (2) 10% of the Insured Person's Principal Sum.

Verification of the actual use of the seat belt, at the time of the accident, and that the Supplemental Restraint System inflated properly upon impact must be a part of an official report of the accident 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.

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

The President and Secretary of National Union Fire Insurance Company of Pittsburgh, Pa. witness this Rider:



President



Secretary

# NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

Executive Offices: 175 Water Street, 15<sup>th</sup> Floor, New York, NY 10038

(212) 458-5000

(a capital stock company, herein referred to as the Company)

---

Policyholder: Group Insurance Trust (Delaware)

Participating Organization: BorgWarner, Inc.

Policy Number: MTA 0009155973

## **BENEFIT B-42 SECURITY EVACUATION BENEFIT RIDER**

This Rider is attached to and made part of the Policy effective January 1, 2019. It applies only 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 Participating Organization Application for the applicability of this Rider with respect to each class of Insured Persons and each Hazard.

If, as a result of an Occurrence that takes place during an Insured Person's Period of Coverage, an Insured Person requires a Security Evacuation, the Company will pay benefits to Transport the Insured Person to the Nearest Place of Safety. The determination that an Insured Person requires a Security Evacuation must be made by a Designated Security Consultant and all arrangements must be made by ISOS.

Benefits will be payable for eligible expenses up to a Maximum of \$100,000. Eligible expenses are for Transportation and Related Costs to the Nearest Place of Safety necessary to ensure the Insured Person's safety and well-being as determined by the Designated Security Consultant. Security Evacuation benefits are payable only once per Occurrence.

Benefits will also be payable for Transportation and Related Costs within 7 days of the Security Evacuation to either of these locations as chosen by the Designated Security Consultant:

- (1) back to the Host Country if return is safe and permitted; or
- (2) the Insured Person's Home Country; or
- (3) the Insured Person's Country of Permanent Assignment

This benefit is subject to the overall Maximum stated above.

Benefits will be payable for consulting services by Designated Security Consultant for seeking information on Missing Person or kidnapping cases if the Insured Person is deemed kidnapped or a Missing Person by local or international authorities. This benefit is subject to the overall Maximum stated above.

ISOS must make all arrangements and must authorize all expenses in advance of any benefits being payable. ISOS is not responsible for the availability of Transport services. Where a Security Evacuation becomes impractical because of hostile or dangerous conditions, a Designated Security Consultant will endeavor to maintain contact with the Insured Person until a Security Evacuation becomes viable.

### **Right of Recovery**

If, after a Security Evacuation is completed, it becomes clear that the Insured Person was an active participant in the events that led to an Occurrence, the Company has the right to recover all Transportation and Related Costs from the Insured Person.

## **Changes in Terms and Conditions**

The terms and conditions of this Rider, including but not limited to the definition of Excluded Countries, may be changed at any time to reflect conditions that, in the opinion of the Company, constitute a change in the Participating Organization's security evacuation exposure. The Company will give the Participating Organization written notice of any change in the terms and conditions of this rider at least 30 days in advance of the effective date of the change.

## **Definitions**

**Advisory** means a formal recommendation by the Appropriate Authorities that the Insured Person or citizens of his or her Home Country, Country of Permanent Assignment or citizens of the Host Country leave the Host Country.

**Appropriate Authority(ies)** means the government authority(ies) in the Insured Person's Home Country, Country of Permanent Assignment or the government authority(ies) of the Host Country.

**Designated Security Consultant** means an employee of a security firm under contract to ISOS or an ISOS designated service provider who is experienced in security and measures necessary to ensure the safety of the Insured Person(s) in his or her care.

**Excluded Countries** means the following countries from which Security Evacuations are not available under this Rider: any country subject to the administration and enforcement of U. S. economic embargoes and trade sanctions by the OFFICE OF FOREIGN ASSETS CONTROL (OFAC).

**Host Country** means any country, other than an Excluded Country, in which an Insured Person is traveling while covered under the Policy.

**Imminent Physical Danger** means the Insured Person is subject to possible physical injury or sickness that could result in grave physical harm or death.

**Missing Person** means an Insured Person who disappeared for an unknown reason and whose disappearance was reported to the Appropriate Authority(ies).

**Natural Disaster** means a storm (wind, rain, snow, sleet, hail, lightning, dust or sand), earthquake, flood, volcanic eruption, wildfire or other similar event that:

1. is due to natural causes; and
2. results in such severe and widespread damage that the area of damage is officially declared a disaster area by the government of the Host Country and the area is deemed to be uninhabitable or dangerous.

**Nearest Place of Safety** means a location determined by the Designated Security Consultant where:

1. the Insured Person can be presumed safe from the Occurrence that precipitated the Insured Person's Security Evacuation; and
2. the Insured Person has access to transportation; and
3. the Insured Person has the availability of temporary lodging, if needed.

**Occurrence** means any of the following situations in which an Insured Person finds him or her self while covered by the Policy:

1. expulsion from a Host Country or being declared persona non-grata on the written authority of the recognized government of a Host Country;
2. political or military events involving a Host Country, if the Appropriate Authorities issue an Advisory stating that citizens of the Insured Person's Home Country, Country of Permanent Assignment or citizens of the Host Country should leave the Host Country;
3. Natural Disaster within 7 days of an event;

4. Verified Physical Attack or a Verified Threat of Physical Attack from a third party;
5. the Insured Person had been deemed kidnapped or a Missing Person by local or international authorities and, when found, his or her safety and/or well-being are in question within 7 days of his or her being found.

**Period of Coverage** means the period of time during which the Policy is in force with respect to the Insured Person.

**Related Costs** means food, lodging and, if necessary, physical protection for the Insured Person during the Transport to the Nearest Place of Safety.

**Security Evacuation** means the extrication of an Insured Person from the Host Country due to an Occurrence which results in the Insured Person being placed in Imminent Physical Danger.

**Transport/Transportation** means the most efficient and available method of conveyance. In all cases, where practical, economy fare will be utilized. If possible, the Insured Person's common carrier tickets will be used.

**Verified Physical Attack** means deliberate physical harm of the Insured Person confirmed by documentation or physical evidence.

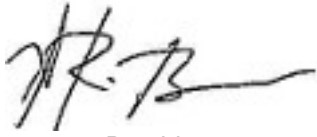
**Verified Threat of Physical Attack** means a threat against the Insured Person's health and safety as confirmed by documentation and/or physical evidence.

#### **Exclusions**

No benefits are payable under this Rider for charges, fees or expenses:

1. payable under any other provision of, or Rider to, the Policy to which this Rider is attached;
2. that are recoverable through the Insured Person's employer;
3. arising from or attributable to an actual fraudulent, dishonest or criminal act committed or attempted by an Insured Person, acting alone or in collusion with others;
4. arising from or attributable to an alleged:
  - a. violation of the laws of the Host Country by an Insured Person; or
  - b. violation of the laws of the Insured Person's Home Country or Country of Permanent Assignment; unless the Designated Security Consultant determines that such allegations were intentionally false, fraudulent and malicious and made solely to achieve a political, propaganda and/or coercive effect upon or at the expense of the Insured Person;
5. due to the Insured Person's failure to maintain and possess duly authorized and issued required travel documents and visas;
6. arising from an Occurrence which took place in an Excluded Country;
7. for repatriation of remains expenses;
8. for common or endemic or epidemic diseases or global pandemic disease as defined by the World Health Organization;
9. for medical services;
10. for monies payable in the form of a ransom if a Missing Person case evolves into a kidnapping;
11. arising from or attributable, in whole or in part, to a debt, insolvency, commercial failure, the repossession of any property by any title holder or lien holder or any other financial cause;
12. arising from or attributable, in whole or in part to non-compliance by the Insured Person with regard to any obligation specified in a contract or license;
13. due to military or political issues if the Insured Person's Security Evacuation request is made more than 7 days after the Appropriate Authority(ies) Advisory was issued.

The President and Secretary of National Union Fire Insurance Company of Pittsburgh, Pa. witness this Rider:

A handwritten signature in black ink, appearing to be 'R. B.', with a long horizontal flourish extending to the right.

President

A handwritten signature in black ink, appearing to be 'U. B.', with a long horizontal flourish extending to the right.

Secretary



# NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

Executive Offices: 175 Water Street, 15<sup>th</sup> Floor, New York, NY 10038

(212) 458-5000

(a capital stock company, herein referred to as the Company)

---

Policyholder: Group Insurance Trust (Delaware)

Participating Organization: BorgWarner, Inc.

Policy Number: MTA 0009155973

## BENEFIT B-45 (Rev) ATTENDOR BENEFIT RIDER

This Rider is attached to and made part of the Policy effective January 1, 2019. 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 Participating Organization Application 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 \$150 per day for lodging and meals.

ISOS 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 ISOS in advance.

The President and Secretary of National Union Fire Insurance Company of Pittsburgh, Pa. witness this Rider:



President



Secretary

# NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

Executive Offices: 175 Water Street, 15<sup>th</sup> Floor, New York, NY 10038

(212) 458-5000

(a capital stock company, herein referred to as the Company)

---

Policyholder: Group Insurance Trust (Delaware)

Participating Organization: BorgWarner, Inc.

Policy Number: MTA 0009155973

## BENEFIT B-46 BEDSIDE VISIT BENEFIT RIDER

This Rider is attached to and made part of the Policy effective January 1, 2019. 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 Participating Organization Application 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.

ISOS 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 ISOS 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.

The President and Secretary of National Union Fire Insurance Company of Pittsburgh, Pa. witness this Rider:

A handwritten signature in black ink, appearing to be 'R. B.' followed by a long horizontal stroke.

President

A handwritten signature in black ink, consisting of two distinct, stylized parts.

Secretary

# NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

Executive Offices: 175 Water Street, 15<sup>th</sup> Floor, New York, NY 10038

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(a capital stock company, herein referred to as the Company)

---

Policyholder: Group Insurance Trust (Delaware)

Participating Organization: BorgWarner, Inc.

Policy Number: MTA 0009155973

## BENEFIT B-47 PSYCHOLOGICAL THERAPY BENEFIT RIDER

This Rider is attached to and made part of the Policy effective January 1, 2019. 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 Participating Organization Application 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.

The President and Secretary of National Union Fire Insurance Company of Pittsburgh, Pa. witness this Rider:



President



Secretary

# NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

Executive Offices: 175 Water Street, 15<sup>th</sup> Floor, New York, NY 10038

(212) 458-5000

(a capital stock company, herein referred to as the Company)

---

Policyholder: Group Insurance Trust (Delaware)

Participating Organization: BorgWarner, Inc.

Policy Number: MTA 0009155973

Effective Date: January 1, 2019

## **DOMESTIC PARTNERSHIPS ENDORSEMENT**

This Endorsement is issued in consideration of the premium paid and is attached to and made part of the Policy as of the Effective Date shown above at 12:01 AM Standard Time at the address of the Participating Organization. It applies only with respect to coverages that are in effect under the referenced Policy on or after that date. Any changes in the premium apply as of the first premium due date on or after the effective of this Endorsement. This Endorsement is subject to all of the provisions, benefits, limitations, and exclusions of the Policy except as they are specifically modified by this Endorsement. If there is a conflict between the Policy and this Endorsement, the terms of this Endorsement will govern. This Endorsement amends the Policy in the following manner:

- The following definitions are added to and made a part of the Policy.

**Domestic Partner** means a person who has entered into a Domestic Partnership.

**Domestic Partnership** means an arrangement whereby two persons of the same or opposite sex have established a domestic or civil union relationship pursuant to any controlling legal authority or, in the absence of such authority, an arrangement whereby two persons:

- (a) who are not related to each other to a degree of closeness that would prohibit a legal marriage; and
- (b) who are both at least the age of consent in the state in which they reside; and
- (c) who are not married to anyone else, nor have any other Domestic Partner, Civil Union Partner or Registered Domestic Partner, and
- (d) who meet any additional requirements that the Participating Organization may impose, and

who have entered into a Domestic Partner relationship. The Company may require proof of the Domestic Partner relationship in the form of a signed and completed Affidavit of Domestic Partnership.

- The definitions, terms, conditions or any other provisions of the Policy, including any Application and/or any Riders and Endorsements to which this Endorsement is attached are hereby amended and superseded as follows:

Terms that mean or refer to a marital relationship, or that may be construed to mean or refer to a marital relationship, such as "marriage", "spouse", "husband", "wife", "dependent", "next of kin", "relative", "beneficiary", "survivor", "immediate family" and any other such terms include the relationship created by a Domestic Partnership.

Terms that mean or refer to the inception or dissolution of a marriage, such as "date of marriage", "divorce decree", "termination of marriage" and any other such terms include the inception or dissolution of a Domestic Partnership.

Terms that mean or refer to family relationships arising from a marriage, such as “family”, “immediate family”, “dependent”, “children”, “next of kin”, “relative”, “beneficiary”, “survivor” and any other such terms include family relationships created by a Domestic Partnership.

The President and Secretary of National Union Fire Insurance Company of Pittsburgh, Pa., witness this Endorsement:

A handwritten signature in black ink, appearing to be initials followed by a surname, written in a cursive style.

President

A handwritten signature in black ink, consisting of two distinct cursive initials.

Secretary

**NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.**

Executive Offices: 175 Water Street, 15<sup>th</sup> Floor, New York, NY 10038

(212) 458-5000

(a capital stock company, herein referred to as the Company)

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ENDORSEMENT #1**

This endorsement, effective 12:01 A.M. January 1, 2019 forms a part of Policy No. MTA 0009155973 issued to Group Insurance Trust (Delaware) by National Union Fire Insurance Company of Pittsburgh, Pa.

**ECONOMIC SANCTIONS ENDORSEMENT**

*This endorsement modifies insurance provided under the following:*

The Insurer shall not be deemed to provide cover and the Insurer shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the Insurer, its parent company or its ultimate controlling entity to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union or the United States of America.



President



Secretary

## NOTICE OF AVAILABILITY OF HIPAA NOTICE OF PRIVACY PRACTICES

THIS NOTICE IS PROVIDED TO YOU FOR INFORMATIONAL PURPOSES ONLY. YOU ARE NOT REQUIRED TO CALL OR TAKE ANY ACTION IN RESPONSE TO THIS NOTICE.

The Notice applies to the insurance products that provide payment for the cost of medical care as issued by the following companies (the “Company”):

American General Life Insurance Company<sup>1</sup>  
The United States Life Insurance Company in the City of New York  
National Union Fire Insurance Company of Pittsburgh, Pa.

In accordance with the HIPAA (Health Insurance Portability and Accountability Act of 1996) Privacy Rule, we are required to notify you of the availability of our HIPAA Notice of Privacy Practices.

If you would like to receive a paper copy of the HIPAA Notice of Privacy Practices, please contact us at:

|  |   |
|--|---|
| <b><i>HIPAA Privacy Officer</i></b><br>2919 Allen Parkway L3-20<br>Houston, TX 77019<br><a href="mailto:hipaaquestions@aig.com">hipaaquestions@aig.com</a> |   |
| <b>Phone Numbers:</b>  |   |
| American General Life Insurance Company (AGL) and The United States Life Insurance Company in the City of New York (US Life)                               | 1-800-231-3655                                    |
| AIG Financial Network  | 1-800-888-2452                                    |
| AIG’s Group Benefits   | 1-800-346-7692<br>please follow prompt for claims |
| Long Term Care   | 1-888-565-3769                                    |
| National Union Fire Insurance Company of Pittsburgh, Pa.   | 1-866-244-4786                                    |

<sup>1</sup> This Company does not solicit business in New York.



**IMPORTANT NOTICE TO OUR CUSTOMERS  
REGARDING THE  
OFFICE OF FOREIGN ASSETS CONTROL ("OFAC")**

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Your rights as a policyholder and payments to you, any insured, additional insured, loss payee, mortgagee, or claimant, for loss under this policy may be affected by the administration and enforcement of U.S. economic embargoes and trade sanctions by the OFFICE OF FOREIGN ASSETS CONTROL ("OFAC").

The United States imposes economic sanctions against countries, groups and individuals, such as terrorists and narcotics traffickers. These sanctions prohibit US persons from dealing with these sanctioned parties. The purpose of this notice is to inform you that we cannot violate US sanctions by engaging with sanctioned countries or people.

**WHAT IS OFAC?**

OFAC is an office of the Department of the Treasury and acts under presidential wartime and national emergency powers, as well as authority granted by specific legislation, to impose controls on transactions and freeze foreign assets under U.S. jurisdiction. OFAC administers and enforces economic embargoes and trade sanctions primarily against:

- Targeted foreign countries and their agents
- Terrorism sponsoring agencies and organizations
- International narcotics traffickers
- Proliferators of Weapons of Mass Destruction

**PROHIBITED ACTIVITY**

- OFAC enforces certain embargoes and sanctions against designated countries. No U.S. business or person may enter into transactions involving designated "sanctioned" countries.
- OFAC publishes on its website a list known as the "Specially Designated Nationals and Blocked Persons" ("SDNBP") list. No U.S. business or person may enter into transactions involving any person or entity named on the SDNBP list.

Additional information about OFAC Sanctions Programs and Countries can be found at:  
<http://www.treasury.gov/resource-center/sanctions/Programs/Pages/Programs.aspx>

**OBLIGATIONS PLACED ON US BY OFAC**

If we determine that you or any insured, additional insured, loss payee, mortgagee, or claimant are on the SDNBP list or are connected to a sanctioned country as described in the regulations, we must block or "freeze" property and payment of any funds transfers or transactions.

**POTENTIAL ACTIONS BY US**

1. We shall not be deemed to provide cover when it would violate any applicable sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union or the United States of America. You will not receive a return premium unless approved by OFAC. All funds will be placed in an interest bearing blocked account established on the books of a U.S. financial institution.
2. We will not pay a claim or provide any benefit to the extent that such cover, payment of such claim or provision of such benefit would violate any trade or economic sanctions, laws or regulations of the United States of America and we will not defend or provide any other benefits under your policy to individuals, entities or companies to the extent that it would violate any trade or economic sanctions, laws or regulations of the United States of America.

**YOUR RIGHTS AS A POLICYHOLDER**

If funds are blocked or frozen by us in conjunction with the OFFICE OF FOREIGN ASSETS CONTROL, you may complete an "APPLICATION FOR THE RELEASE OF BLOCKED FUNDS" and apply for a specific license to request their release. Forms are available for download at the OFAC website. See <https://www.treasury.gov/resource-center/sanctions/Pages/forms-index.aspx>

**Edition Date: 5/2016**

# FACTS

## Why?

## What?

## How?

### WHAT DOES AMERICAN INTERNATIONAL GROUP, INC. (AIG) DO WITH YOUR PERSONAL INFORMATION?

Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.

The types of personal information we collect and share depend on the product or service you have with us. This information can include:

- Social Security number and Medical Information
- Income and Credit History
- Payment History and Employment Information

When you are *no longer* our customer, we continue to share your information as described in this notice.

All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons AIG chooses to share; and whether you can limit this sharing.

| Reasons we can share your personal information   | Does AIG share? | Can you limit this sharing? |
|--|-----------------|-----------------------------|
| <b>For our everyday business purposes</b> — such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, conduct research including data analytics, or report to credit bureaus | Yes             | No                          |
| <b>For our marketing purposes</b> — to offer our products and services to you  | Yes             | No                          |
| <b>For joint marketing with other financial companies</b>  | Yes             | No                          |
| <b>For our affiliates' everyday business purposes</b> — information about your transactions and experiences  | Yes             | No                          |
| <b>For our affiliates' everyday business purposes</b> — information about your creditworthiness  | No              | We don't share              |
| <b>For nonaffiliates to market to you</b>  | No              | We don't share              |

## Questions?

For AIG Insurance Companies: Call 866-244-4786; Fax: 212-458-7081 or E-Mail: [CIPrivacy@aig.com](mailto:CIPrivacy@aig.com)

For Pet insurance sold by AIG Insurance Companies: Call 866-937-7387 or E-Mail: [CIPrivacy@aig.com](mailto:CIPrivacy@aig.com)

For LiveTravel, Inc., Travel Guard Group, Inc. or AIG Travel Assist, Inc.: Call 866-244-4786 or E-Mail: [CIPrivacy@aig.com](mailto:CIPrivacy@aig.com)

## Who we are

**Who is providing this notice?** The insurance company subsidiaries of American International Group, Inc. (AIG) underwriting property-casualty, accident & health, life insurance and related services and certain marketing subsidiaries of AIG listed below.

## What we do

**How does AIG protect my personal information?** To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. We restrict access to employees, representatives, agents, or selected third parties who have been trained to handle nonpublic personal information.

**How does AIG collect my personal information?** We collect your personal information, for example, when you

- apply for insurance or pay insurance premiums
- file an insurance claim or give us your income information
- provide employment information

We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.

**Why can't I limit all sharing?** Federal law gives you the right to limit only

- sharing for affiliates' everyday business purposes— information about your creditworthiness
- affiliates from using your information to market to you
- sharing for nonaffiliates to market to you

State laws and individual companies may give you additional rights to limit sharing. See below for more on your rights under state law.

## Definitions

**Affiliates** Companies related by common ownership or control. They can be financial and nonfinancial companies.

- *Our affiliates include the member companies of American International Group, Inc.*

**Nonaffiliates** Companies not related by common ownership or control. They can be financial and nonfinancial companies.

- *AIG does not share with nonaffiliates so they can market to you.*

**Joint marketing** A formal agreement between nonaffiliated financial companies that together market financial products or services to you.

- *Our joint marketing partners include companies with which we jointly offer insurance products, such as a bank.*

## Other important information

This notice is provided by American Home Assurance Company; AIG Assurance Company; AIG Property Casualty Company; AIG Specialty Insurance Company; Commerce and Industry Insurance Company; Granite State Insurance Company; Illinois National Insurance Co.; Lexington Insurance Company; AIU Insurance Company; National Union Fire Insurance Company of Pittsburgh, Pa.; National Union Fire Insurance Company of Vermont; New Hampshire Insurance Company; The Insurance Company of the State of Pennsylvania; (collectively the "AIG Insurance Companies"). This notice is also provided by certain marketing subsidiaries of AIG, including Morefar Marketing, Inc., LLC, Travel Guard Group, Inc., AIG Travel Assist, Inc. and LiveTravel, Inc. who market insurance or non-insurance products and services to consumers.

**For Vermont Residents only.** We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures. Additional information concerning our privacy policies can be found using the contact information above for Questions.

**For California Residents only.** We will not share information we collect about you with nonaffiliated third parties, except as permitted by California law, such as to process your transactions or to maintain your account.

**For Nevada Residents Only.** We are providing this notice pursuant to Nevada state law. You may elect to be placed on our internal Do Not Call list by contacting us as listed above. Nevada law requires that we also provide you with the following contact information: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington Street, Suite 3900, Las Vegas, NV 89101; Phone number: 702-486-3132; email: [aginfo@ag.nv.gov](mailto:aginfo@ag.nv.gov). You may contact the applicable customer service department using the contact information above or by writing to us at Privacy Officer, 175 Water Street, 18th Floor, New York, NY 10038.

You have the right to see and, if necessary, correct personal data. This requires a written request, both to see your personal data and to request correction. We do not have to change our records if we do not agree with your correction, but we will place your statement in our file. If you would like a more detailed description of our information practices and your rights, please write to us at: Privacy Officer, 175 Water Street, 18th Floor, New York, NY 10038.

## **POLICYHOLDER NOTICE**

Thank you for purchasing insurance from a member company of American International Group, Inc. (AIG). The AIG member companies generally pay compensation to brokers and independent agents, and may have paid compensation in connection with your policy. You can review and obtain information about the nature and range of compensation paid by AIG member companies to brokers and independent agents in the United States by visiting our website at [www.aig.com/producer-compensation](http://www.aig.com/producer-compensation) or by calling 1-800-706-3102.