

MULTINATIONAL BUSINESS TRAVEL ACCIDENT COVERAGE FORM

Please read the entire Coverage Form carefully to determine rights, duties and what is or is not covered. Various provisions in this Coverage Form restrict coverage.

Throughout this Coverage Form the words “you” and “your” refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured. The words “we”, “us” and “our” refers to the company providing this insurance. Other words and phrases that appear in quotation marks have special meaning. Refer to Section V – Definitions.

SECTION I – COVERAGES

This insurance provides the following coverages.

A. Business Travel Accident Protection Coverage

We will pay a percentage of the Principal Sum shown in the Declarations for a “loss” sustained by an “insured person” and resulting directly from an “accident” within the “coverage territory” during a “business trip”, if:

1. The “accident” occurs during the policy period; and
2. The “loss” results within 365 days after the “accident”.

B. Business Travel Medical Expense Coverage

We will pay the “medical expenses” for an “injury” sustained by an “insured person” and resulting directly from an “accident” within the “coverage territory” during a “business trip”, if:

1. The “accident” occurs during the policy period;
2. The “medical expenses” are “medically necessary”;
3. The first treatment or service occurs within 30 days of the “injury”;
4. The “medical expenses” are incurred within 365 days of the “injury”; and
5. The “insured person” is under the care and treatment of a “physician”.

C. Exposure and Disappearance Coverage

1. We will pay a percentage of the Principal Sum shown in the Declarations for any covered “loss”, and “medical expenses” for any covered “injury”, sustained by an “insured person” due to exposure to weather because of a covered “accident”.
2. We will presume that an “insured person” lost his or her life as a result of “injury” if:
 - a. The conveyance in which an “insured person” is riding at the time of an “accident” disappears, is wrecked or sinks; and
 - b. The “insured person” is not found within 365 days of the “accident”.

However, we have the right to recover any amounts paid if we later determine that the “insured person” survived the disappearance, wreck or sinking of the conveyance.

SECTION II – LIMITS OF INSURANCE

Regardless of the number of “insured persons”, “accidents”, “injuries” or claims, the Limits of Insurance shown in the Declarations and the rules below fix the most that we will pay under this insurance.

A. Policy Aggregate

The Business Travel Policy Aggregate Limit shown in the Declarations is the most we will pay for all “losses” and “medical expenses” during the policy period.

B. Accident Aggregate

1. The Accident Aggregate Limit shown in Declarations is the most we will pay for any one “accident”.
2. For purposes of the Accident Aggregate Limit, an “accident” includes all “loss” or “medical expenses” arising out of a single event or cause and any related events or causes.
3. If the Accident Aggregate Limit is insufficient to pay for the “loss” or “medical expenses” for each “insured person”, we will pay each such “insured person” a reduced benefit based upon the proportion that the Accident Aggregate Limit bears to the total amount that would otherwise be paid.

C. Principal Sum

1. Subject to the rules below on payment of a percentage of the Principal Sum, the Principal Sum:
 - a. Shown in the Declarations is the most we will pay for a covered "loss" sustained by an "insured person" who is your employee.
 - b. Of \$50,000 is the most we will pay for a covered "loss" sustained by an "insured person" who is the "spouse" of your employee.
 - c. Of \$10,000 is the most we will pay for a covered "loss" for an "insured person" who is the "dependent child" of your employee.
2. We will pay the following percentage of the Principal Sum for the following "loss" sustained by an "insured person":

Loss	Principal Sum Percentage
Death	100%
Both hands or both feet	100%
One hand and one foot	100%
One hand or one foot, and sight in one eye	100%
Sight in both eyes	100%
Speech and hearing	100%
Speech or hearing	50%
One hand, one foot or sight in one eye	50%
Thumb and index finger of the same hand	25%
Hearing in one ear	25%

D. Medical Expenses

1. The most we will pay for "medical expense" for any one "insured person" is the Medical Expense Each Person Limit shown in the Declarations.
 2. The most we will pay for all "medical expenses" during the policy period is the Medical Expense Aggregate Limit shown in the Declarations.
- E. If the same "accident" results in an "insured person" sustaining more than one "loss" or "injury", or being eligible for more than one coverage under this Coverage Form, we will pay no more than the single largest Limit that applies.

SECTION III – EXCLUSIONS

This insurance does not apply to:

A. Any "loss" or "medical expenses":

1. Arising out of any of the following:
 - a. Suicide, any attempt at suicide, intentionally self-inflicted "injury" or any attempt at intentionally self-inflicted "injury".
 - b. "Injury" resulting directly or indirectly from:
 - (1) War, including undeclared or civil war;
 - (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
 - (3) Insurrection, rebellion, revolution, usurped power or action taken by a governmental authority in hindering or defending against any of these.
 - c. An act of "terrorism".
 - d. Biological, chemical or nuclear activity.
 - e. Involvement in any type of active military service.

- f. Pregnancy, childbirth or miscarriage.
- g. Physical illness, disease, bodily malfunctions, medical or surgical treatment of illness or disease, complications following the surgical treatment of illness or disease or bacterial or viral infection unless the infection is caused by an “accident”, including accidental consumption of a substance contaminated by bacteria.
- h. Emotional trauma, emotional distress, mental injury or mental illness.
- i. The “insured person” committing or attempting to commit any actual or alleged illegal activity, or participating in any civil disturbance or riot.
- j. Intoxication as evidenced by an autopsy report from a licensed medical examiner, law enforcement officer reports or otherwise. An “insured person” will be conclusively presumed to be intoxicated if the level of alcohol in his or her blood exceeds that amount at which a person is presumed, under the law of the locale in which the “accident” occurred, to be intoxicated if operating a motor vehicle.
- k. The deliberate ingestion of a poison, fume or noxious chemical substance, the use of a prescription drug unless taken as prescribed by a “physician” or the use of a non-prescription drug unless taken in accordance with its directions.

2. Arising out of any “accident” or “injury” that occurs while:

- a. An “insured person” is riding in or on, boarding, or getting off any aircraft:
 - (1) Owned, leased, controlled or operated by you, an “insured person” or a member of an “insured person’s” family or household, unless the aircraft is “your chartered aircraft”;
 - (2) That is not owned, leased or controlled by you, unless the “insured person” is traveling as:
 - (a) A fare-paying passenger on a regularly-scheduled commercial or charter airline; or
 - (b) A passenger on an aircraft operated by a governmental military service; or
 - (3) Engaged in “specialized aviation activity”.
- b. The “insured person” is the pilot, operator, member of the crew or cabin attendant of any aircraft.
- c. An “insured person” is involved with or participating in any “extreme sporting activity”.
- d. Any conveyance in which the “insured person” is traveling is used for tests or experimental purposes, or in a race or speed test.

B. Any “medical expenses”:

1. Covered by any other insurance or benefits program of any kind, including:

- a. Liability, auto, healthcare or medical insurance;
- b. National or statutory healthcare plan, Medicare, Medicaid or any other similar program; or
- c. Workers’ compensation, occupational disease law, disability benefits law or any similar law.

This exclusion applies regardless of whether you or an “insured person” must pay the “medical expenses” as part of the self-insurance, deductible or coinsurance required by any insurance or benefits program.

- 2.** For any “pre-existing condition” until 12 consecutive months after the “insured person” last sought or received medical advice or treatment for the “pre-existing condition”.
- 3.** For any services that are not intended primarily to treat a specific “injury”, including services:
 - a. Related to watching or protecting the “insured person”;
 - b. Related to performing, or assisting the “insured person” in performing, any activities of daily living such as walking, grooming, bathing, dressing, getting in or out of bed, toileting, eating, preparing foods or taking medications that are usually self-administered; or
 - c. Not required to be performed by trained or skilled medical personnel.
- 4.** For cosmetic, plastic or restorative surgery unless “medically necessary” for the treatment of the “injury”.
- 5.** For which an “insured person” is not liable for payment or legally obligated to pay, including services provided by a federal, veteran’s, state or municipal hospital.
- 6.** The “insured person” recovers in a settlement or court judgment.

SECTION IV – CONDITIONS

A. Arbitration

Any contest to a claim denial under this Coverage Form must be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction. The arbitration will occur at the offices of the American Arbitration Association nearest to the “insured person”. Consequential or punitive damages are not available in any arbitration. However, this provision does not apply if the “insured person” is a resident of a state where the law does not allow binding arbitration in an insurance coverage dispute, and this Coverage Form is subject to that law.

B. Changes

This Coverage Form, together with any endorsements and attached papers, if any, make up the entire contract between you and us. In the absence of fraud, all statements made by you or any “insured person” will be considered representations and not warranties. No written statement made by an “insured person” will be used in any contest unless a copy of the statement is furnished to the “insured person” or personal representative.

A change in any terms or conditions of this Coverage Form must be issued by us in writing and signed by one of our executive officers. No agent has authority to change or waive any provision in this Coverage Form. A failure to exercise any of our rights under this coverage form will not be deemed as a waiver of such rights.

C. Choice of Service Provider

The “insured person” has the sole right to choose his or her “physician” and hospital.

D. Claim Forms and Proof of Loss or Injury

1. We will send an “insured person” a form for proof of a claim within 15 days after we receive notice. If the “insured person” does not receive the form from us within 15 days after submitting notice, we will accept as proof of a claim a written report, sent within the timeframe described below, that describes the “accident”, nature and extent of the “injury” or “loss” and any “medical expenses”.
2. Written proof of a claim, acceptable to us, must be sent within 90 days of the “loss” or “injury” or, if it is not reasonably possible to furnish the proof of a claim within 90 days, as soon as reasonably possible after the “loss” or “injury”.

E. Compulsory Insurance

This Coverage Form is not a substitute for any “compulsory insurance”, and this insurance does not apply to any liability for which you are required to have “compulsory insurance”. You must maintain all “compulsory insurance”. Your failure to comply with this condition will not invalidate this insurance, but we will only be liable to the extent that we would have been liable if you had “compulsory insurance”.

F. Currency

We will pay amounts under this insurance in U.S. currency at the prevailing exchange rate at the time you become legally obligated to pay those amounts. However, we may, at our discretion, choose to pay any amounts in other currency.

G. Duties in the Event of Accident, Loss or Injury

1. You or the “insured person” must give us written notice of an “accident”, “loss” or “injury” within 30 days of such “accident”, “loss” or “injury”. Notice to our agent is considered notice to us. The notice must identify:
 - a. How, when and where the “accident”, “loss” or “injury” took place;
 - b. The names and addresses of the “insured person” and any witness; and
 - c. The nature and extent of any “injury” or “loss”.
2. You and any “insured person” must authorize us to obtain records or other information, do nothing after an “accident” that interferes with our right to recover from others and, upon our request, assist with enforcing any right against any other person or organization that may be liable to you or an “insured person” for any “loss” or “medical expenses”.
3. Neither you nor any “insured person” will, except at your or the “insured person’s” own cost, voluntarily make any payment, assume any obligation or incur any expense, other than first aid, without our consent.

H. Inadvertent Error

A clerical error or omission will not increase or continue coverage for an "insured person". If an "insured person" applies for insurance for which he or she is not eligible, we will only be liable for any premiums paid to us.

I. Other Insurance

This insurance is excess over any other insurance, whether primary, excess, contingent or on any other basis.

J. Payments

1. If you and the "insured person" have complied with all the terms of this Coverage Form, we will pay any "loss" or "medical expenses" within 60 days after receipt of a complete, written proof of a claim that is acceptable to us.
2. We will pay for "loss" resulting from the "insured person's" death to the "insured person's" estate. All other claims will be paid to the "insured person".

K. Physical Examination and Autopsy

We have the right to examine, at our expense, an "insured person" as often as we may reasonably request. We have the right to request an autopsy of an "insured person" unless forbidden by law.

L. Right to Recover and Offset Overpayments

When we have paid for any "loss" or "medical expense" in excess of the maximum amount we are liable for under this Coverage Form, we have the right to recover that overpayment from any person to whom such payments were made. We have the right to offset any overpayment against other benefits payable to the "insured person" or the "insured person's" estate under this Coverage Form.

M. Suit Against Us

No action on this Coverage Form may be brought until 60 days after written proof of a claim has been sent to us. Any action must commence within two years of the date the written proof of a claim was required to be submitted. No action may be brought unless there has been full compliance with all of the terms of this Coverage Form.

N. When We Do Not Renew

If we decide not to renew this Coverage Form, we will mail or deliver to the first Named Insured shown in the Declarations written notice of nonrenewal at least 30 days before the expiration date. If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

- A. "Accident" means a sudden, unexpected, specific and abrupt event that occurs by chance at an identifiable time and place during the policy period.
- B. "Business trip":
 1. Means international travel, or a temporary assignment, for 180 consecutive days or less, authorized by or at your direction to further your business:
 - a. Outside of the United States (including its territories and possessions) or Puerto Rico for an "insured person" who is a citizen or permanent resident of the United States.
 - b. Outside of the "insured person's" country of citizenship or permanent residence for citizens or permanent residents of countries other than the United States.
 2. Begins when the "insured person" leaves the place where he or she is permanently assigned or normally works or lives, and ends when the "insured person" returns to the place where he or she is permanently assigned or normally works or lives.
 3. Includes a "personal deviation" of 14 consecutive days or less.
 4. Does not include travel between an "insured person's" residence and his or her place of work within the "insured person's" country of citizenship or permanent residence.

- C.** “Compulsory insurance” means insurance that:
1. Is issued by a governmental entity or an insurer licensed or permitted to do business in a “jurisdiction” where the insurance is intended to apply; and
 2. You must have to satisfy legal requirements in that “jurisdiction”.
- D.** “Coverage territory” means anywhere other than a country or jurisdiction that is subject to trade or other economic sanction or embargo by the United States of America.
- E.** “Dependent child” means an unmarried natural child, adopted child or step-child of your employee or your employee’s “spouse” who relies on the “insured person” for more than 50% of their support and is younger than:
1. 19 years old; or
 2. 25 years old and enrolled on a full-time basis in a college, university or trade school.
- For purposes of this provision, adoption begins with any waiting period pending finalization of the child’s adoption.
- F.** “Extreme sporting activity”:
1. Means any activity with a high level of inherent danger that involves speed, height, a high level of physical exertion, highly specialized gear or spectacular stunts.
 2. Includes abseiling or rappelling, hot air ballooning, use of all-terrain vehicles, BMX, mountain biking, heli-skiing, inline skating, jet skiing, snow skiing, ski jumping, snowboarding, snowmobiling, surfing, trekking, windsurfing, bungee jumping, kayaking, canyoning, caving or spelunking, mountaineering, high diving, paragliding, parascending, scuba, rock or mountain climbing, whitewater rafting, skydiving, BASE jumping, luge, motocross, moto-x, off-roading, rodeo activity, racing of any kind or any other extreme sport or activity.
- G.** “Injury” means bodily injury sustained by an “insured person”.
- H.** “Insured person”:
1. Means your full-time employee who works a minimum of 30 hours per week.
 2. Includes the “spouse” and any unmarried “dependent child” of such full-time employee, if such “spouse” or “dependent child” is traveling in conjunction with your employee’s “business trip”.
- I.** “Loss” means death or the following types of “injury”:
1. Actual severance through or above an ankle or wrist joint for a foot or hand;
 2. Actual severance through or above the metacarpophalangeal joint for a thumb or index finger; or
 3. Total and permanent loss of sight, speech or hearing.
- J.** “Medical expenses” mean the reasonable and necessary expenses actually incurred by or on behalf of an “insured person” for treatment of a covered “injury”.
- K.** “Medically necessary” means that the medical service or treatment:
1. Is essential for the diagnosis, treatment or care of the “injury” for which it is prescribed or performed;
 2. Meets generally accepted standards of medical practices; and
 3. Is ordered by a “physician” within the scope of his or her practice.
- L.** “Personal deviation”:
1. Means non-business activities or personal travel while on a “business trip” that:
 - a. You did not assign or direct;
 - b. Does not further your business;
 - c. Is incidental to the “business trip”; and
 - d. Would not have been undertaken if not for the “business trip”.
 2. Does not include a leave of absence.
- M.** “Physician”:
1. Means a person who is licensed to practice medicine in the jurisdiction in which the medical service or treatment is performed and is acting within the scope of his or her license.

2. Does not include an “insured person’s” family member, a social worker, a physical therapist or an intern.
- N. “Pre-existing condition” means a condition for which the “insured person” sought or received medical advice or treatment during the 12 months preceding the inception of this policy.
 - O. “Specialized aviation activity” means use of an aircraft for specialized activity such as acrobatic or stunt flying, hang gliding, aerial photography, hunting or herding animals, banner towing, parachuting or skydiving, pipeline or powerline inspection, crop dusting or spraying, crop seeding, racing, skywriting, endurance tests, test or experimental purpose, exploration, firefighting, flight on a rocket-propelled or rocket launched aircraft or flight that requires a special permit or waiver from the authority having jurisdiction over civil aviation.
 - P. “Spouse” means any husband, wife or partner in a marriage or civil union or any person qualifying as a domestic partner under any applicable governmental law or under your employee benefit plans or employee benefits program.
 - Q. “Terrorism” means a violent act or an act that is dangerous to human life, property or infrastructure that is committed by an individual or individuals and that appears to be part of an effort to coerce a civilian population or to influence the policy or affect the conduct of any government by coercion.
 - R. “Your chartered aircraft” means an aircraft you charter that is operated by a company with an air carrier or commercial operating certificate issued by the Federal Aviation Administration or equivalent foreign governmental entity, and that you have the right to use for no more than:
 1. 10 consecutive days; or
 2. 15 days in a one-year period.