We are pleased to offer you the opportunity to purchase Personal Accident Coverage for you and your family insured by AIG.

#### **AFFORDABLE ACCIDENT INSURANCE PLAN ("the Plan")**

Accidents are the fifth leading cause of death for people of all ages.\* Today alone, over 250 people will die in accidents in the U.S.\* Unfortunately, many families may be financially unprepared for this unexpected loss. Take a look at your long-term financial needs and those of your family. A serious injury or the accidental death of a wage earner can be devastating, even in two-income families. Home mortgage payments, college education costs, retirement savings, and care for children and elderly family members may all be jeopardized if the money is not there to help provide the security you need.

AI Life Insurance Company's Personal Accident Insurance high-limit accidental death and dismemberment insurance at a cost you can afford is an important step in preparing for your financial security, as well as your family's. Here's why you should consider enrolling:

ACCIDENT PROTECTION - benefits are provided for covered losses resulting from accidental injuries.

FLEXIBLE PLANNING - you select the amount of coverage you need. See The Coverage Options and Amounts of Insurance below for complete details.

ECONOMICAL COST - the cost of this coverage is below that of an individual policy.

WORLDWIDE COVERAGE - coverage is in force twenty-four hours a day, on or off the job, anywhere in the world.

GUARANTEED ACCEPTANCE - coverage is provided regardless of your health history.

PAYROLL DEDUCTIONS - for your convenience, contributions will be made through payroll deductions.

FIRST DOLLAR BENEFITS - benefits under the Plan are payable in addition to any other insurance you may have at the time of the accident.

<sup>\*</sup>Injury Facts<sup>TM</sup> 2000 Edition

#### ELIGIBILITY

You are eligible to participate in the Plan if you are a active regular full-time or part time employee of L-3 Communications Corporation or one of it's business units named in the policy.

You may also insure your spouse and any unmarried dependent children, including natural children from the moment of birth, step, foster or adopted children from the moment of placement in your home, under age 19 (25 if attending an accredited institution of higher learning on a full time basis and primarily dependent on you for support and maintenance.) under the **Family Coverage** plan.

If you and your spouse are both eligible to enroll for coverage under the Plan, one, but not both of you, may purchase **Family Coverage**, and the other spouse may elect **Employee Only Coverage**. In the event that a person is covered under the Plan as an employee and as a dependent, the combined Principal Sum on that person may not exceed \$1,500,000.

If your family status changes at any time in the future, you may change your coverage by completing a new enrollment form.

#### **COVERAGE**

Under this plan you may select any amount equal to one to ten times your Annual Salary rounded to the next highest \$1,000 subject to a maximum of \$1,500,000\*. If you select Family Coverage, your Spouse will receive 60% of your Principal Sum to a maximum of \$300,000. Your Unmarried, Dependent Child(ren) will receive 15% of your Principal Sum to a maximum of \$50,000.

If you enroll, you are covered 24-hours a day, 365 days a year against covered accidents occurring in the course of business or pleasure. Coverage is provided for injuries caused by accidents that occur on or off the job, at home, while traveling by plane, train, automobile, or any other public or private air, land or water conveyance (except as limited by the EXCLUSIONS).

# THE COVERAGE OPTIONS AND AMOUNTS OF INSURANCE THE COST OF INSURANCE

The Monthly cost for each available coverage option is shown below. The monthly cost for Employee Only Coverage is \$.020 per \$1,000

The monthly cost for Employee & Children is \$.024 per \$1,000 The monthly cost for Employee & Spouse is \$.030 per \$1,000 The monthly cost for Employee & Family is \$.032 per \$1,000

		Monthly Cost	Monthly Cost	Monthly Cost
	Monthly Cost	Employee	Employee	Employee
Principal Sum	Employee Only	& Children	& Spouse	& Family
\$ 20,000	\$0.40	\$0.48	\$0.60	\$0.64
\$ 30,000	\$0.60	\$0.72	\$0.90	\$0.96
\$ 40,000	\$0.80	\$0.96	\$1.20	\$1.28
\$ 50,000	\$1.00	\$1.20	\$1.50	\$1.60
\$ 60,000	\$1.20	\$1.44	\$1.80	\$1.92
\$70,000	\$1.40	\$1.68	\$2.10	\$2.24
\$ 80,000	\$1.60	\$1.92	\$2.40	\$2.56
\$90,000	\$1.80	\$2.16	\$2.70	\$2.88
\$100,000	\$2.00	\$2.40	\$3.00	\$3.20
\$200,000	\$4.00	\$4.80	\$6.00	\$6.40
\$300,000	\$6.00	\$7.20	\$9.00	\$9.60
\$400,000	\$8.00	\$9.60	\$12.00	\$12.80
\$500,000	\$10.00	\$12.00	\$15.00	\$16.00
\$600,000	\$12.00	\$14.40	\$18.00	\$19.20
\$700,000	\$14.00	\$16.80	\$21.00	\$22.40
\$800,000	\$16.00	\$19.20	\$24.00	\$25.60
\$900,000	\$18.00	\$21.60	\$27.00	\$28.80
\$1,000,000	\$20.00	\$24.00	\$30.00	\$32.00
\$1,500,000		\$36.00	\$45.00	\$48.00

#### **BENEFITS**

# ACCIDENTAL DEATH, DISMEMBERMENT, PARALYSIS AND COMA BENEFITS

Principal Sum means the amount of insurance you choose as shown above.

When injury directly results in any of the following losses within 365 days of the accident causing the loss, the Plan will pay in one sum the percentage of the Principal Sum as indicated below:

Loss of Life	The Principal Sum
Loss of two or more members	The Principal Sum
Loss of speech and hearing in both ears	The Principal Sum
Loss of one member	One-Half the Principal Sum
Loss of sight in one eye	One-Half the Principal Sum
Loss of speech or hearing in both ears	One-Half the Principal Sum
Loss of hearing in one ear	One-Quarter the Principal Sum

Loss of thumb and index finger of the same hand. One-Quarter the Principal Sum Quadriplegia. The Principal Sum Paraplegia. Three-Quarters the Principal Sum Hemiplegia. One-Half the Principal Sum Loss Due to Coma. 1% of Principal Sum per month

Member means hand, foot or eye.

Loss means: with regard to hand or foot, actual severance through or above the wrist or ankle joints; with regard to eye, entire and irrecoverable loss of sight in that eye; with regard to speech and hearing, entire and irrecoverable loss of the ability to speak and/or hear in that ear; with regard to thumb and index finger, actual severance through or above the metacarpophalangeal joints; with regard to quadriplegia, complete and irreversible paralysis of both upper and lower limbs; with regard to paraplegia, the complete and irreversible paralysis of both lower limbs; with regard to hemiplegia, the complete and irreversible paralysis of the upper and lower limbs on one side of the body.

"Loss Due to Coma" means a Coma that continues for a period of 30 consecutive days. The Company will pay a monthly benefit of 1% of the Principal Sum.

No benefit is provided for the first 30 days of a Coma. The benefit is payable monthly as long as the Insured Person remains Comatose due to that Injury, but ceases on the earliest of: (1) the date the Insured Person ceases to be Comatose due to that injury; (2) the date the Insured Person dies; or (3) the date the total amount of the monthly Coma benefits paid for all Injuries caused by the same accident equal 100% of the Principal Sum. The Company will pay benefits calculated at 1/30<sup>th</sup> 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 provided for any one month an Insured Person is Comatose, 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" means a profound state of unconsciousness from which the Insured Person cannot be roused to a state of consciousness, even by powerful stimulation, as determined by a Physician.

Only one benefit, the largest to which you are entitled, is payable for all losses resulting from one accident.

#### GENERAL EXCLUSIONS

A loss will not be covered if caused in whole or in part by, or resulting in whole or in part from:

- 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, if the Insured Person is:
  - a. performing, learning to perform or instructing others to perform as a pilot or crew member of any aircraft; or
  - b. riding as a passenger in an aircraft owned, leased or operated by the Policyholder or the Insured Person's employer;
- full-time active duty in the armed forces of any Country or international authority, except the National Guard or organized reserve corps duty (unearned premium will be returned if the Insured Person enters military service); or
- 4. the Insured Person being under the influence of drugs or intoxicants, unless taken under the advice of a Physician; or
- 5. the Insured Person's commission of or attempt to commit a felony.

#### 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.

#### ADDITIONAL BENEFIT HIGHLIGHTS

(complete details of each benefit will be included in the Certificate of Insurance provided to you if you enroll)

# • **COMMON DISASTER BENEFIT** (Only available with *Family Coverage*)

If an Insured with Family Coverage is in effect and his or her Insured Spouse both suffer accidental death in the same accident within 90 days of the accident such that an Accidental Death benefit is payable for both persons, the Insured Spouse's Principal Sum is increased to 100% of the Insured's Principal Sum.

#### CONVERSION PRIVILEGE

Provides an accidental death and dismemberment conversion option to covered persons when their coverage ends (prior to a specified age) because they are no longer eligible for coverage under the Plan.

• DAY CARE BENEFIT (Only available with *Family Coverage*)
Helps pay covered day care expenses equal to the lesser of 1) the actual cost of Care; 2) 5% of your Principal Sum; or 3) \$7,500 on behalf of eligible dependent children under age 13 who are enrolled or who subsequently enroll in a day care facility within a specified time of your covered accidental death.

#### REHABILITATION BENEFIT

Reimburses covered rehabilitation expenses, up to a maximum of \$25,000, incurred within two years of and as a result of an accident causing a covered dismemberment or paralysis.

#### SEAT BELT AND AIR BAG BENEFIT

Pays an additional benefit of 25% to a maximum of \$100,000 of the covered person's Principal Sum, if a covered person suffers a covered accidental death while operating or riding as a passenger in a private passenger automobile if it is verified that such person was wearing a properly-fastened, seat belt. In addition, if a Seat Belt Benefit is payable and the covered person was also positioned in a seat protected by a properly-functioning, air bag that inflates on impact in the same accident, then a second additional benefit of 10% to a maximum of \$25,000 of the covered person's Principal Sum will be payable.

#### • TUITION BENEFIT (Only available with *Family Coverage*)

Pays an additional benefit if you suffer a covered accidental death so that your covered spouse (5% to a maximum of \$5,000) and/or covered eligible dependent children (5% to a maximum of \$7,500 per child) can continue or commence under certain circumstances their education in an institution of higher learning or so that your covered eligible spouse can enroll in a professional or trade training program to obtain an independent source of support or to enrich his/her ability to earn a living.

#### EMERGENCY MEDICAL EVACUATION BENEFIT

The Company will pay for Covered Emergency Evacuation Expenses reasonably incurred if the Insured Person suffers an Injury or Emergency Sickness that warrants his or her Emergency Evacuation while he or she is outside a 100 mile radius from his or her current place of primary residence for all Emergency Evacuations due to all Injuries from the same accident or all Emergency Sicknesses from the same or related causes.

#### REPATRIATION OF REMAINS

If an Insured Person suffers loss of life due to Injury or Emergency Sickness while outside a 100 mile radius from his or her current place of primary residence, the Company will pay for covered expenses reasonably incurred to return his or her body to his or her current place of primary residence.

### • GROUP MEDICAL/DENTAL PREMIUM CONTINUATION REIMBURSEMENT BENEFIT

The Company will pay a benefit as described in the Certificate or on behalf of the Insured Dependents who were insured on the date of the accident causing death and who: (1) had dependent group medical and/or dental coverage in effect under a group medical and/or dental plan provided through the Policyholder continuously from the date of the Insured's accident to the date of the Insured's death; and (2) within 60 days after the date of the Insured's death, elect to continue that coverage.

## • FAMILY EXTENSION BENEFIT (Only available with *Family Coverage*)

If an Insured suffers accidental death such that an Accidental Death benefit is payable and the Insured had Family Coverage in effect on the date of the accident causing death, coverage for his or her Insured Dependents who remained insured from the date of the accident to the date of death will be continued without premium payment as described in the Certificate.

#### LOSS OF USE

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 Permanent Total Losses of Use specified below, and if that loss has continued for 12 consecutive months, the Company will pay the percentage of the Principal Sum shown below for that loss:

Schedule for insured and	Insured Spouse Only
Permanent Total Loss of Use of	Percentage of Principal Sum
	4000/

Both Arms and Both Legs.	.100%
Both Arms or Both Legs	75%
One Arm and One Leg.	75%
One Arm or One Leg	50%

#### • WAR RISK COVERAGE

Extends coverage to an Insured Person for covered injuries sustained as the result of declared or undeclared war, Worldwide, with the exception of the United States, Algeria, Afghanistan, Pakistan, Libya, North Korea, Iran, Iraq, Pakistan, Saudi Arabia, Israel, Turkey, Jordan, Syria, Egypt, United Arab Emirates, Yemen, Qatar, Oman, Sudan, Somalia, Lebanon Chechnya, Kuwait or the Insured Person's country of permanent residence (list may be amended).

#### WAIVER OF PREMIUM BENEFIT

Waives premium payments under the Plan if you are receiving disability benefits under a disability plan provided through L-3 Communications Corporation.

### **HOW TO ENROLL (May vary by Company. Always follow the direction of your HR Department)**

- 1) Select the Principal Sum amount which best fits your needs.
- 2) Complete the Enrollment Form. Be sure to indicate the amount desired.
- 3) Return the top copy to your Human Resources Department. You should retain a copy as evidence of enrollment.

PLEASE RETAIN THIS BOOKLET WITH YOUR VALUABLE PAPERS.

THIS INSURANCE IS IN FORCE ONLY IF YOU HAVE ENROLLED, YOU HAVE AUTHORIZED PAYROLL DEDUCTIONS OF PREMIUM, AND YOUR PREMIUM IS PAID.

#### BENEFICIARY

The Insured's designated beneficiary(ies) is (are) the person(s) so named by the Insured for the group life insurance policy as shown on the records kept on that policy, unless the Insured has named a beneficiary specifically for this Policy as shown on the Company's or, if agreed upon by the Company, L-3's records kept on this Policy.

If there is no designated beneficiary or no designated beneficiary 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.

#### YOUR EFFECTIVE AND TERMINATION DATES

**Effective Date:** Insurance becomes effective on the latter of a) the Policy effective date; b) the first of the month coincident with or next following the date of the Policyholder's receipt of the completed and signed enrollment form; c) the date premium is paid when due; or d) The first day of the month next following the date the completed and signed enrollment form is received by the Policyholder.

**Termination Date:** Your coverage shall immediately terminate on the earliest of: (1) the date the Policy is terminated; (2) the premium due date if premiums are not paid when due; (3) the date you cease to be an eligible employee of L-3 COMMUNICATIONS CORPORATION; (4) the date you request, in writing, that your coverage be terminated.

#### **IMPORTANT**

This brochure provides you with an easy-to-understand summary of the Voluntary Personal Accident Insurance Plan of L-3 COMMUNICATIONS CORPORATION (the "Policyholder") as underwritten by Al Life Assurance Company of New York (the "Insurance Company") under Policy Number PAI 8059148 (called "the Policy" in this brochure). Although it is the present intention of the Policyholder and the Insurance Company to keep the Policy in force indefinitely, the Policy may be terminated on any premium due date by either party by giving 30 days advance written notice to the other party or at any time by mutual written consent of the Insurance Company and the Policyholder.

If any conflict should arise between the contents of this brochure and the Policy or if any point is not covered herein, the terms of the Policy will govern in all cases.

All persons who enroll in the Plan will receive a Certificate of Insurance containing complete details of the coverage provided under this Plan.



Home Office: 70 Pine Street, New York, NY 10270

(Herein called the Company)

### having issued MASTER POLICY NO.PAI 8059148 to L-3 Communications Corporation

Class of Insured Person: I-VIII

Hazard: 24 Hour Accident Protection—Business & Pleasure

Non-Policyholder Aircraft, Pilot & Crew

Aggregate Limit of Indemnity: N/A

Beneficiary: On File with the Policyholder

PRINCIPAL SUM	COVERAGE & BENEFITS
One to Ten times annual salary* rounded up to the next higher thousand to a maximum of \$1,500,000	ACCIDENTAL DEATH & DISMEMBERMENT COMMON DISASTER CONVERSION PRIVILEGE DAY CARE EMERGENCY MEDICAL EVACUATION FAMILY EXTENSION LOSS OF USE REHABILITATION REPATRIATION OF REMAINS SEAT BELT/ AIRBAG TUITION GROUP MEDICAL/DENTAL REIMBURSEMENT WAR RISK COVERAGE AIRCRAFT PILOT & CREW (NON-POLICYHOLDER) PARALYSIS EXPOSURE & DISAPPEARANCE WAIVER OF PREMIUM COMA

<sup>\*</sup>Annual salary shall mean: for full-time employees their basic annual salary exclusive of overtime, bonus, commission, or any other special incentive.

(Herein called the Holder)

HEREBY CERTIFIES that the person named In the Schedule (herein called Insured Person) is insured under and subject to all provisions, definitions, limitations and conditions of said policy; to the extent herein provided.

'Injury" wherever used in the policy means bodily injury caused by an accident occurring while the policy is in force as to the Insured Person and resulting directly and independently of all other causes in loss covered by the policy.

"Principal Sum" wherever used means the amount stated in the Schedule hereof.

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#### **DEFINITIONS**

**Annual Salary -** means the Insured's base annual wages exclusive of overtime, bonuses, tips, commissions and special compensation.

**Dependent Child(ren)** - means any unmarried child of the Insured under age 19 (25 if attending an institution of higher learning on a full time basis) and primarily dependent on the Insured for support and maintenance: (1) whom the Insured has elected to cover under the Policy, if family coverage is available; (2) for whom premium has been paid; and (3) while covered under the Policy.

**Injury** - means bodily injury caused by an accident occurring while the Policy is in force as to the person whose injury is the basis of claim and resulting directly and independently of all other causes in loss.

**Insured** - means a member of a Class described in the Schedule for whom premium has been paid while covered under the Policy.

**Insured Dependent** - means a Spouse and/or Dependent Child(ren).

**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.)

**Insured Person -** means Insureds and Insured Dependents.

**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; 3) or a physician retained by the Policyholder.

**Schedule -** means the schedule found on the face page of this certificate.

**Spouse** - means the Insured's legal spouse: (1) whom the Insured has elected to cover under the Policy, if family coverage is available; (2) for whom premium has been paid; and (3) while covered under the Policy.

#### INSURED'S EFFECTIVE AND TERMINATION DATES

**Effective Date.** An Insured's coverage under this policy begins on the latest of: (1) the Policy Effective date; (2) the date the first premiums for the Insured's coverage is paid; (3) if individual enrollment is required, the date written enrollment is received by the Policyholder and (4) the date the person becomes a member of an eligible class of persons.

**Termination Date.** Coverage with respect to the Insured shall immediately terminate under the Policy on the earlier of: (1) the date the Policy is terminated; (2) the premium due date if premiums are not paid when due, subject to the grace period provided; (3) the date the insured ceases to be eligible for coverage under the Policy; (4) the date the Insured requests, in writing, that his coverage be terminated.

### INSURED DEPENDENT'S EFFECTIVE AND TERMINATION DATES

Effective Date. An Insured Dependent's coverage under the Policy will take effect on the latest of the following dates: (1) the date the Insured's coverage begins; (2) the date premiums are paid on behalf of the Insured Dependent; (3) the date the dependent becomes eligible if family coverage has been elected by the Insured; or (4) the date the Insured elects to enroll for family coverage except that if such election is made more than 30 days after the date the dependent became or becomes eligible, the Insured must wait until the next open enrollment period of the Policyholder to enroll for family coverage.

**Termination Date.** Coverage with respect to an Insured Dependent shall immediately terminate under the Policy on the earlier 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, subject to the grace period provided; (3) the date the Insured Dependent no longer meets the definition of Spouse or Dependent Child.

Termination of coverage will not affect a claim for a covered loss which is incurred while the Insured Person's coverage was in force under the Policy.

#### **PREMIUM**

**Premiums.** The Company provides insurance in return for premium payments. The premium shown on the Schedule is payable to the Company in the manner described in the Schedule. The Company reserves the right to

change the premium rate by giving the Policyholder at least 31 days advance written notice. The Company can also change the required premiums at any time when any change affecting rates is made in the Policy.

**Grace Period.** A grace period of 31 days will be provided for the payment of any premium due after the first, during which grace period coverage under the Policy will remain in force.

#### **COVERAGES AND BENEFITS**

**Principal Sum** as used, means the amount of insurance in force under the Policy subject to the reduction schedule below as applicable to the Insured Person.

The Principal Sum applicable to each Class of Insureds is shown in the Schedule. If family coverage is in force, each Insured Dependent's Principal Sum is a percentage of the Insured's Principal Sum unless a different Principal Sum is selected on the Insured's enrollment form based on the family composition on the date of the loss as follows:

- 1. If a Dependent Child suffers a loss payable under the Policy and there is a Spouse on the date of the loss, the Dependent Child's benefit will equal 15% of the Insured's Principal Sum up to a maximum of \$50,000 subject to the reduction schedule below.
- 2. If the Spouse suffers a loss payable under the Policy and there is no Dependent Child on the date of the loss, the Spouse's benefit will equal 60% of Insured's Principal Sum up to a maximum of \$300,000 subject to the reduction schedule below.
- 3. If a husband and wife are both eligible to enroll for coverage under the Policy, one, but not both, may purchase family coverage; the remaining spouse may elect single coverage only. In the event that such person is covered under the Policy as an Insured and as an Insured Dependent, the combined Principal Sum on such person may not exceed \$1,500,000.

"Age" as used above refers to the age of the Insured Person on the Insured Person's most recent birthday, regardless of the actual time of birth.

#### ACCIDENTAL DEATH BENEFIT

If Injury to the Insured Person results in death within 365 days of the date of the accident which caused the Injury, the Company will pay the Principal Sum.

If an Insured Person suffers a loss covered under this Benefit Section after payment, if any, has been made under any other Benefit provided by the Policy, the Company will then pay the appropriate Principal Sum less any amounts paid or payable under any other Benefit provided by the Policy to or on behalf of the Insured Person for the same accident.

#### ACCIDENTAL DEATH, DISMEMBERMENT, PARALYSIS AND COMA BENEFIT

When injury results in any of the following losses to an Insured Person within 365 days of the date of the accident, the Company will pay in one sum the indicated percentage of the Principal Sum for

#### LOSS OF:

Life	100%
Both Hands or Both Feet	100%
Entire Sight of Both Eyes	100%
One Hand and One Foot	100%
One Hand and the Entire Sight of One Eye	100%
One Foot and the Entire Sight of One Eye	100%
Speech and Hearing in Both Ears	100%
One Hand or One Foot	50%
Entire Sight of One Eye	50%
Speech or Hearing in Both Ears	50%
Loss of Hearing in One Ear	25%
Thumb & Index finger of the Same Hand	25%
Quadripiegia	100%
Paraplegia	
Hemiplegia	
Loss due to Coma	

"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 complete and irreversible paralysis of upper and lower limbs of one side of the body. "Limb" means entire arm or entire leg.

"Loss Due to Coma" means a Coma that continues for a period of 30 consecutive days. The Company will pay a monthly benefit of 1% of the Principal Sum.

No benefit is provided for the first 30 days of a Coma. The benefit is payable monthly as long as the Insured Person remains Comatose due to that Injury, but ceases on the earliest of: (1) the date the Insured Person ceases to be Comatose due to that Injury; (2) the date the Insured Person dies; or (3) the date the total amount of the monthly Coma benefits paid for all Injuries caused by the same accident equal 100% of the Principal Sum. The Company will pay benefits calculated at 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 provided for any one month an Insured Person is Comatose, 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" means a profound state of unconsciousness from which the Insured Person cannot be roused to a state of consciousness, even by powerful stimulation, as determined by a Physician.

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.

#### **COMMON DISASTER**

If an Insured with Family Coverage in effect and his or her Insured Spouse both suffer accidental death in the same accident within 90 days of the accident such that an Accidental Death benefit is payable for both persons, the Insured Spouse's Principal Sum is increased to 100% of the Insured's Principal Sum.

#### **CONVERSION PRIVILEGE**

If an Insured Person's coverage ends (prior to age 70) because he or she is no longer a member of any eligible class of persons as described in the Classification of Eligible Persons section of the Master Application, coverage may be converted to an individual accidental death and dismemberment policy (herein called an Individual Policy). However, an Insured Dependent may convert only if he or she is the age of majority or over on the date coverage ends.

#### DAY CARE BENEFIT

If an Insured suffers accidental death such that an Accidental Death benefit is payable and the Insured had Family Coverage in effect on the date of the accident causing death, the Company will pay a benefit on behalf of any Insured Dependent Child under age 13 who was insured under the Policy on the date of the accident causing death and who: (1) is enrolled in a Day Care Center on the date of the Insured's death; or (2) enrolls in a Day Care Center within 365 days after the Insured's death. The benefit is payable for each year of the Insured Dependent Child's enrollment in a Day Care Center. The total amount of the benefit each year is equal to the least of:

- 1. the actual cost of care for that Insured Dependent Child charged by that Day Care Center for that year;
- 2. 5% of the Insured's Principal Sum on the date of the accident causing death; or
- 3. \$7,500

The applicable portion of the yearly benefit for each period of enrollment is payable upon receipt of due proof of enrollment, but not more frequently than monthly.

The benefit is not payable for any period of enrollment in a Day Care Center before the date of the accident that caused the Insured's death. The benefit is not payable for any period of enrollment after the earlier of: (1) the date the Insured Dependent Child reaches 13 years of age; or (2) the date four (4) years after the later of the date of the Insured's death or the date the Insured Dependent Child first enrolls in a Day Care Center.

**Day Care Center** means a facility that is duly licensed, certified or accredited by the jurisdiction in which it is located to provide child care and is operating in compliance with applicable laws and regulations of the jurisdiction.

#### **FAMILY EXTENSION BENEFIT**

If an Insured suffers accidental death such that an Accidental Death benefit is payable and the Insured had Family Coverage in effect on the date of the accident causing death, coverage for his or her Insured Dependents who remained insured from the date of the accident to the date of death will be continued without premium payment.

Coverage will be continued until the earliest of:

- 1. the date following 12 months from the date of the Insured's death;
- 2. the date the Insured Spouse remarries (in which case coverage ends for all Insured Dependents);
- 3. the date the Insured Dependent otherwise ceases to be a member of an eligible class of persons as described in the Classification of Eligible Persons section of the Master Application; or
- 4. the date the Policy ends.

In the event an Insured Dependent, whose coverage is being extended under the Family Extension Benefit, suffers a loss for which a benefit is payable under the Policy, the Insured Dependent's Principal Sum will be determined as of the date of the accident which caused the Insured's death.

#### LOSS OF USE

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 Permanent Total Losses of Use specified below, and if that loss has continued for 12 consecutive months, the Company will pay the percentage of the Principal Sum shown below for that loss:

Schedule for Insured and Insured Spouse Only

#### Permanent Total Loss of Use of Percentage of Principal Sum

Both Arms and Both Legs	100%
Both Arms or Both Legs	75%
One Arm and One Leg	75%
One Arm or One Leg	50%

The 12 consecutive month waiting period will be waived if the Permanent Total Loss of Use is due solely to complete and irreversible paralysis.

The final determination as to whether a loss is a Permanent Total Loss of Use will be made through use of the most current edition of the "Guides to the Evaluation of Permanent Impairment" published by the American Medical Association. (In the event the referenced guide ceases to be published, the Company will select another appropriate measurement of impairment values.) The determination must be made by a Physician. The Company has a right, at its own expense, to have the determination verified by a Physician of the Company's choice.

If the Insured Person suffers more than one of the above losses as a result of the same accident, only one amount, the largest, will be paid.

**Permanent Total Loss of Use** - means complete and irreversible loss of functional, normal, or characteristic use of the entire arm or leg because of: (1) complete and irreversible paralysis; (2) atrophy; or (3) an arthritic condition. "Arm" means the entire arm from the shoulder joint including the attached hand. "Leg" means the entire leg from the hip joint including the attached foot.

#### REHABILITATION BENEFIT

If an Insured Person suffers an accidental dismemberment or an accidental paralysis or loss of use for which an Accidental Dismemberment or Paralysis or Loss of Use benefit is payable, the Company will reimburse the Insured Person for Covered Rehabilitative Expenses that are due to the Injury causing the dismemberment or paralysis or loss of use. The Covered Rehabilitative Expenses must be incurred within two years after the date of the accident causing that Injury, up to a maximum of \$25,000 for all Injuries caused by the same accident.

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.); 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 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) 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 Exclusions section of the Policy, Covered Rehabilitative Expenses do not include any expenses for or resulting from an Injury for which the Insured Person Is entitled to benefits paid by Workers' Compensation or other similar law.

#### **TUITION BENEFIT**

If an Insured suffers accidental death such that an Accidental Death benefit is payable, and the Insured had Family Coverage in effect on the date of the accident causing death, the Company will pay the following benefit:

For the Insured Dependent Children under Age 25. The Company will pay a benefit to or on behalf of any Insured Dependent Child under age 25 who was insured under the Policy on the date of the accident causing death and who, on the date of the Insured's death: (1) is a full-time student in any Institution of Higher Learning above grade 12; or (2) is in grade 12 and subsequently enrolls as a full-time student in an Institution of Higher Learning within 365 days after the date of the

Insured's death. The benefit will be paid for each year of the Insured Dependent Child's continuous enrollment as a full-time student in an Institution of Higher Learning, to a maximum of four (4) consecutive years. The total amount of the benefit each year is equal to the least of:

- 1. the actual tuition (exclusive of room and board) charged by that institution for enrollment during that year for that Insured Dependent Child;
- 2. 5% of the Insured's Principal Sum on the date of the accident causing death; or

#### 3. \$7,500

The applicable portion of the yearly benefit for each term of enrollment is payable upon receipt of proof of enrollment for that term.

An Insured Dependent Child who ceases to be enrolled as a full-time student becomes permanently ineligible for the benefit, even if he or she reenrolls at a later date. The benefit is not payable for any term of enrollment as a full-time student that begins before the date of the Insured's death. If there is no Insured Dependent Child under age 25 eligible for this benefit, the Company will pay a onetime lump sum benefit of \$1,000 to the Insured's designated beneficiary.

For the Insured Spouse. The Company will pay a benefit to or on behalf of any Insured Spouse who was insured on the date of the accident causing death and who, for the purpose of obtaining an independent source of support or to enrich his or her ability to earn a living: (1) is enrolled in any Institution of Higher Learning or professional or trade training program on the date of the Insured's death; or (2) subsequently enrolls in an Institution of Higher Learning or professional or trade training program within 30 months after the date of the Insured's death. The benefit will be paid for each year of the Insured Spouse's continuous enrollment in an Institution of Higher Learning or professional or trade training program, to a maximum of four (4) consecutive years. The total amount of the benefit for all institutions and programs combined each year is equal to the least of:

- 1. the total actual tuition (exclusive of room and board) charged by those institutions or programs for enrollment during that year for the Insured Spouse;
- 2. 5% of the Insured's Principal Sum on the date of the accident causing death; or

#### 3. \$5,000

The applicable portion of the yearly benefit for each term of enrollment is payable upon receipt of proof of enrollment for that term.

An Insured Spouse who ceases to be enrolled as described above becomes permanently ineligible for the benefit, even if he or she reenrolls at a later date. The benefit is not payable for any term of enrollment that begins before the date of the Insured's death.

**Institution of Higher Learning** means any accredited institution that provides education or training beyond the 12th grade level, including, but not limited to, any state university, private college, or trade school.

### GROUP MEDICAL DENTAL PREMIUM CONTINUATION REIMBURSEMENT BENEFIT

The Company will pay a benefit to or on behalf of the Insured Dependents who were insured on the date of the accident causing death and who: (1) had dependent group medical and/or dental coverage in effect under a group medical and/or dental plan provided through the Policyholder continuously from the date of the Insured's accident to the date of the Insured's death; and (2) within 60 days after the date of the Insured's death, elect to continue that coverage. The benefit is payable for each consecutive year of continued coverage to a maximum of three (3) consecutive years, but is subject to earlier termination as described below. The total amount of the benefit each year is equal to the least of:

- 1. The actual cost of the premium charged and paid for the continued medical and/or dental coverage for those Insured Dependents for that year;
- 2. 10% of the Insured's Principal Sum on the date of the accident causing death; or
- 3. \$10,000

The applicable portion of the yearly benefit for each period of coverage is payable upon receipt of due proof of enrollment for that period of coverage, but not more frequently than monthly.

This benefit is not payable for any period of coverage under the Policyholder's group medical and/or dental plan before the date of the Insured's death. It is not payable with respect to any Insured Dependent for any period of time after the earliest of:

- 1. The date the Policyholder ceases to make available the group medical and/or dental plan under which that Insured Dependent continues coverage;
- 2. If that Insured Dependent becomes covered under any other group medical and/or dental plan without a pre-existing condition limitation, the date the coverage begins;
- 3. If that Insured Dependent becomes covered under any other group medical and/or dental plan with a pre-existing condition limitation, the date that limitation no longer applies;
- 4. The date that Insured Dependent becomes eligible for Medicare;
- 5. The date the Insured Spouse remarries (in which case this benefit ends for all Insured Dependents);
- 6. The date that Insured Dependent otherwise ceases to be a member of an eligible class of persons as described in the Classification of Eligible Persons section of the Master Application; or
- 7. The date the continued coverage under the Policyholder's group medical and/or dental plan terminates with respect to that Insured Dependent.

The Group Medical/Dental Premium Continuation Reimbursement Benefit does not provide for the continuation of any coverage or benefits, and does not provide for any other Policy benefits otherwise applicable to Insured Dependents. It provides a benefit only with respect to premiums for continuation of coverage under the Policyholder's group medical and/or dental plan.

#### WAIVER OF PREMIUM BENEFIT

Subject to the Policy remaining in force, all premiums due under the Policy on behalf of an Insured who is receiving long term disability benefits under a long term disability plan provided through the Policyholder, will be waived. Premium payments must be resumed on the premium due date next following: (1) the date the Insured returns to work; or (2) the date when such long term disability benefits are stopped, whichever occurs first.

The Principal Sum amount that applies during such time premiums are waived will be the Principal Sum in force on the Insured on the date the long term disability began.

#### WAR RISK COVERAGE

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

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

**Termination Date.** War Risk Coverage ends on the earliest of: (1) the date the Policy terminates; (2) the date the Company receives written notice from the Policyholder of the Policyholder's intent to terminate War Risk Coverage (or on the date specified in the written notice, if later); or (3) the date specified in the Company's written notice to the Policyholder of the Company's intent to terminate War Risk Coverage (or 30 days after the date the written notice is received by the Policyholder, if later).

If War Risk Coverage terminates prior to the end of a period for which premium has been paid, any unearned premium will be returned.

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

Changes In Premium. The Company may change the premium rate for War Risk Coverage at any time if (1) war risk conditions change in the Designated War Risk Territory(ies); (2) there is a change in which area(s) is (are) defined to be the Designated War Risk Territory(ies); or (3) the Policyholder's exposure to war risk in the Designated War Risk Territory(ies) changes in any way. The Company will give the Policyholder written notice of any change in the premium rate for War Risk Coverage at least 30 days in advance of the effective date of the change.

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

**Designated War Risk Territory(ies)** - as used in this Rider, means named country(ies) or part(s) of country(ies). A Designated War Risk Territory does not include the United States of America, Algeria, Afghanistan, Pakistan, Iran, Iraq, North Korea, Saudi Arabia, Israel, Turkey, Jordan, Syria, Egypt, United Arab Emirates, Yemen, Qatar, Oman, Sudan, Somalia, Libya Lebanon, Kuwait or the Insured Person's country of permanent residence.

#### SEAT BELT AND AIRBAG BENEFIT

If the Insured Person suffers accidental death such that an Accidental Death benefit is payable 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 is the lesser of: (1) \$100,000 (2) 25% of the Insured Person's Principal Sum.

If a Seatbelt benefit is payable and 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 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** - 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, if not used primarily for occupational, professional or business purposes, 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-** means an air bag which inflates for added protection to the head and chest areas.

This Provision is payable in addition to any other benefits payable under this Policy.

#### REPATRIATION OF REMAINS

If an Insured Person suffers loss of life due to Injury or Emergency Sickness while outside a 100 mile radius from his or her current place of primary residence, the Company will pay for covered expenses reasonably incurred to return his or her body to his or her current place of primary residence.

Covered expenses include, but are not limited to, expenses for: (1) embalming or cremation; (2) the most economical coffins or receptacles adequate for transportation of the remains; and (3) transportation of the remains by the most direct and economical conveyance and route possible.

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

Emergency Sickness means an illness or disease, diagnosed by a Physician, which meets all of the following criteria: (1) there is present a severe or acute symptom requiring immediate care and the failure to obtain such care could reasonably result in serious deterioration of the Insured Person's condition or place their life in jeopardy; (2) the severe or acute symptom occurs suddenly and unexpectedly; and (3) the severe or acute symptom occurs while the Policy is in force as to the person suffering the symptom.

#### **EMERGENCY EVACUATION**

The Company will pay for Covered Emergency Evacuation Expenses reasonably incurred if the Insured Person suffers an Injury or Emergency Sickness that warrants his or her Emergency Evacuation while he or she is outside a 100 mile radius from his or her current place of primary residence for all Emergency Evacuations due to all Injuries from the same accident or all Emergency Sicknesses from the same or related causes.

The Physician ordering the Emergency Evacuation must certify that the severity of the Insured Person's Injury or Emergency Sickness warrants his or her Emergency Evacuation. All Transportation arrangements made for the Emergency Evacuation must be by the most direct and economical conveyance and route possible.

Family Travel Benefit. Following an Emergency Evacuation for which an Emergency Evacuation benefit is payable, the Company will pay for expenses reasonably incurred:

- to return to their current place of primary residence, with an attendant if necessary, any of the Insured Person's Children who were accompanying the Insured Person when the Injury or Emergency Sickness occurred; but not to exceed the cost of a single one-way economy airfare ticket less the value of applied credit from any unused return travel tickets per Child; and
- 2. 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 Insured Person is alone and 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.

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

The Exclusions section of the Policy does not apply.

**Children** - means unmarried children, including natural, step, foster or adopted children from the moment of placement in the Insured Person's home, under age 25 and primarily dependent on the Insured Person for support and maintenance. However, the age limit does not apply to a child who: (1) otherwise meets the definition of Children; and (2) is incapable of self-sustaining employment by reason of mental or physical incapacity.

Covered Emergency Evacuation Expense(s) means an expense that: (1) is charged for a Medically Necessary Emergency Evacuation Service; (2) does not exceed the usual level of charges for similar Transportation, treatment, services or supplies in the locality where the expense is incurred; and (3) does not include charges that would not have been made if no insurance existed.

**Emergency Evacuation** means, if warranted by the severity of the Insured Person's Injury or Emergency Sickness: (1) the Insured Person's immediate Transportation from the place where he or she suffers an Injury or Emergency Sickness to the nearest hospital or other medical facility where appropriate medical treatment can be obtained; (2) the Insured Person's Transportation to his or her current place of primary residence to obtain

further medical treatment in a hospital or other medical facility or to recover after suffering an Injury or Emergency Sickness and being treated at a local hospital or other medical facility; or (3) both (1) and (2) above. An Emergency Evacuation also includes medical treatment, medical services and medical supplies necessarily received in connection with such Transportation.

Emergency Sickness - means an illness or disease, diagnosed by a Physician, which meets all of the following criteria: (1) there is present a severe or acute symptom requiring immediate care and the failure to obtain such care could reasonably result in serious deterioration of the Insured Person's condition or place their life in jeopardy; (2) the severe or acute symptom occurs suddenly and unexpectedly; and (3) the severe or acute symptom occurs while the Policy is in force as to the person suffering the symptom.

Medically Necessary Emergency Evacuation Service means any Transportation, medical treatment, medical service or medical supply that: (1) is an essential part of an Emergency Evacuation due to the Injury or Emergency Sickness for which it is prescribed or performed; (2) meets generally accepted standards of medical practice; and (3) either is ordered by a Physician and performed under his or her care or supervision or order, or is required by the standard regulations of the conveyance transporting the Insured Person.

**Transportation** means moving the Insured Person during an Emergency Evacuation by a land, water or air conveyance. Conveyances include, but are not limited to, air ambulances, land ambulances and private motor vehicles.

#### **EXPOSURE & DISAPPEARANCE**

If by reason of a covered accident an Insured Person is unavoidably exposed to the elements and as a result of such exposure suffers a loss for which benefits are otherwise payable, the loss will be covered under the terms of the plan. If an Insured Person has not been found within one year of the disappearance, forced landing, stranding, sinking or wrecking of a conveyance in which an Insured Person was an occupant, then the Insurance Company will consider, subject to all other terms and provisions of the plan, that the Insured Person has suffered loss of life.

### Part I LIMITED AIR TRAVEL COVERAGE AIRCRAFT PILOT AND CREW COVERAGE (NON-POLICYHOLDER)

Exclusion 2.a. in the Exclusions section is waived for an Insureds loss caused in whole or in part by, or resulting in whole or in part from, travel or flight in or on (including getting in or out of, or on or off of) any aircraft other than one owned, leased or operated by the Policyholder. However, the waiver only applies if the accident causing the loss occurs while the Insured is performing, learning to perform or instructing others to perform as a licensed pilot or crew member of such aircraft, subject to the following restriction(s):

- 1. With respect to performing or instructing others to perform as a licensed pilot of such aircraft, the Insured must have a current and valid medical certificate and pilot certificate with appropriate ratings for such aircraft.
- 2. With respect to performing or instructing others to perform as a licensed pilot of such aircraft, the Insured must have a minimum of 500 military, private or professional pilot hours logged, separately or combined.
- 3. The waiver does not apply with respect to any part of a Principal Sum amount in excess of \$1,500,000.

#### Part II EXCLUSIONS

A loss will not be covered if caused in whole or in part by, or resulting in whole or in part from:

- 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, if the Insured Person is:
  - a. performing, learning to perform or instructing others to perform as a pilot or crew member of any aircraft; or
  - b. riding as a passenger in an aircraft owned, leased or operated by the Policyholder or the Insured Person's employer;
- 3. declared or undeclared war, or any act of declared or undeclared war; or

- 4. full-time active duty in the armed forces of any country or international authority, except the National Guard or organized reserve corps duty (unearned premium will be returned if the Insured Person enters military service); or
- 5. the Insured Person being under the influence of drugs or intoxicants, unless taken under the advice of a Physician; or
- 6. the Insured Person's commission of or attempt to commit a felony.

#### Part III INDIVIDUAL TERMINATIONS

The insurance of any Insured Person shall immediately terminate on the earliest of the following dates:

- (a) on the date the policy is terminated;
- (b) on the premium due date if the Holder fails to pay the required premium for the Insured Person except as the result of an inadvertent error;
- (c) with respect to an Insured Person who is insured under the Master Policy as an active member or an active employee of the Holder, on the premium due date next following the date the Insured Person ceases to be associated with the Holder in a capacity making such person eligible for insurance hereunder; or
- (d) with respect to an Insured Person who is insured under the Master Policy as a dependent, on the premium due date next following the date he ceases to be an eligible dependent.

#### Part IV INADVERTENT ERROR

The insurance of an Insured Person shall not be prejudiced by the failure on the part of the Holder to transmit reports, pay premium or comply with any of the provisions of the policy when such failure is due to inadvertent error or clerical mistake.

#### Part V

#### **CLAIM PROVISIONS**

**NOTICE OF CLAIM:** Written notice of claim must be given to the Company within 20 days after the occurrence of commencement of any loss covered by the policy, or as soon thereafter as is reasonably possible. Notice given by or on behalf of the claimant to the Company at its Administrative Office in Wilmington, DE, or to any authorized agent of the Company, with information sufficient to identify the Insured Person shall be deemed notice to the Company.

**CLAIM FORMS:** The Company, upon receipt of a written notice of claim, will furnish to the claimant such forms as are usually furnished by it for filing proofs of loss. If such forms are not furnished within 15 days after the giving of such notice the claimant shall be deemed to have complied with the requirements of the policy as to proof of loss upon submitting within the time fixed in the policy for filing proofs of loss, written proof covering the occurrence, the character and the extent of the loss for which claim is made.

**PROOFS OF LOSS:** Written proof of loss must be furnished to the Company within 90 days after the date of such loss. Failure to furnish such proof within the time required shall not invalidate nor reduce any claim if it was not reasonably possible to give proof within such time, provided such proof is furnished as soon as reasonably possible.

TIME OF PAYMENT OF CLAIMS: Indemnities payable under the policy for any loss other than for which the policy provides any periodic payment will be paid immediately upon receipt of due written proof of such loss. Subject to due written proof of loss, all accrued indemnities for loss for which the policy provides periodic payment will be paid at the expiration of each four weeks 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 due written proof.

**PAYMENT OF CLAIMS:** Indemnity for loss of life will be payable in accordance with the beneficiary designation and the provisions respecting such payment which may be prescribed in the policy and effective at the time of payment. If no such designation or provision is then effective, such indemnity shall be payable to the estate of the Insured Person. Any accrued indemnities unpaid at the Insured Person's death may, at the option of the Company, be paid either to such beneficiary or to such estate. All other indemnities will be payable to the Insured Person.

**PHYSICAL EXAMINATION AND AUTOPSY:** The Company at its own expense shall have the right and opportunity to examine the person of any individual whose injury is the basis of claim when and as often as it may reasonably require during the pendency of a claim hereunder and to make an autopsy in case of death where it is not forbidden by law.

**LEGAL ACTION:** No action at law or in equity shall be brought to recover on the policy prior to the expiration of 60 days after written proof of loss has been furnished in accordance with the requirements of the policy. No such action shall be brought after the expiration of three years after the time written proof of loss is required to be furnished.

**BENEFICIARY DESIGNATION AND CHANGE:** The beneficiary or beneficiaries of an Insured Person shall be that person or those persons designated by the Insured Person and filed with the Company.

Any Insured Person who has not made an irrevocable designation of beneficiary may designate a new beneficiary at any time, without the consent of the beneficiary, by filing with the Company a written request for such change, but such change shall become effective only upon receipt of such request at the Administrative Office of the Company. When such request is received by the Company, whether the Insured Person be then living or not, the change of beneficiary shall 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 theretofore made by it.

**CONFORMITY WITH STATE STATUTES:** Any provision of the policy which, on its effective date, is in conflict with the statutes of the state in which the policy was issued is hereby amended to conform to the minimum requirements of such statutes.

**WORKER'S COMPENSATION:** The policy is not in lieu of and does not affect any requirements for coverage by Worker's Compensation Insurance.

#### Part VI GENERAL PROVISIONS

**Incontestability.** After an Insured Person has been insured under the Policy for 2 years during his lifetime, no statement made by the Insured Person, except a fraudulent one, will be used to contest a claim under the Policy.

The Company can only contest coverage if the misstatement is made in a written instrument signed by the Insured Person and a copy is given to the Policyholder, the Insured Person or the beneficiary.

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

**Assignment.** The Insured may not assign any of their rights under the Policy. The Insured may assign all rights, privileges and benefits provided by the Policy without the consent of their designated beneficiary. The Company is not bound by an assignment until the Company receives and files a signed copy at our Administrative Office. The Company is not responsible for the validity of assignments. The assignee only takes such rights as the assignor possessed and such rights are subject to state and federal laws and the terms of the Policy.

**Misstatement of Age.** If the Insured Person's age is misstated in the application, the Company will use the Insured Person's true age to determine the Insured Person's amount of insurance.

The Master Policy is in the possession of the Holder and may be inspected by an Insured Person at any time during business hours at the office of the Holder.

This Certificate of Insurance replaces and cancels all other certificates, if any, issued to the Insured Person named hereon under said Master Policy.

AMERICAN INTERNATIONAL LIFE ASSURANCE COMPANY OF NEW YORK

President

HILL Wylf