

CHUBB®

Special Risk
INSURANCE CERTIFICATE
Issued by
FEDERAL INSURANCE COMPANY
FOR
TOWN OF EAST BRIDGEWATER

Chubb Underwriting Office: FEDERAL INSURANCE COMPANY
Suite 4700
233 South Wacker Drive
Chicago, IL 60606-6303

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

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

Please Read This Certificate Carefully

BTC5000

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Insuring Agreement

Section I

Policyholder's Name and Address:
TOWN OF EAST BRIDGEWATER
175 CENTRAL STREET
EAST BRIDGEWATER, MA 02333
Policy Number: 9908-58-31
Effective Date: 07/01/2022
Anniversary Date: July 1

*Chubb
202B Hall's Mill Road, P.O. Box 1650
Whitehouse Station, New Jersey 08889-1650*

*Issued by the stock insurance company
indicated below:
FEDERAL INSURANCE COMPANY
Incorporated under the laws of
INDIANA*

BTC5002

Section II Policy Period

Policy Period

From: 07/01/2022 To: 07/01/2023
12:01 A.M. standard time at the **Policyholder's** address shown in Section I of the Insuring Agreement.

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

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

BTC5004

Schedule of Benefits

*Chubb Group of Insurance Companies
202B Hall's Mill Road, P.O. Box 1650
Whitehouse Station, New Jersey 08889-1650*

Policyholder's Name:
TOWN OF EAST BRIDGEWATER

*Issued by the stock insurance company
indicated below:*
FEDERAL INSURANCE COMPANY
Incorporated under the laws of
INDIANA

BTC6000

Section I - Insured Persons

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

Class	Description
1	All Paid drivers or employees of the Policyholder regularly employed as Firefighters or Police Officers
2	All: 1. Volunteer, Reserve and Auxiliary members of the Policyholder Police or Fire Departments; 2. Members of the Policyholder Police or Fire Departments who may receive a nominal fee as a retainer; 3. Deputized bystanders who are not members of the Policyholder or any other volunteer Firefighter organization, but have been deputized by the Fire Chief, Police Chief or other Official of the Policyholder for an emergency.
3	All Junior Officers of the Policyholder Police or Fire Department.

BTC6002

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

BTC6004

Section II - Qualification Period

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

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

BTC6008

Section III - Hazards

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

Class	Hazard(s)
1	Covered Activities
2	Covered Activities
3	Covered Activities

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

BTC6010PF

Section IV - Benefits

A) Principal Sum

The following are **Principal Sums** for each **Class**:

Class	Hazard	Principal Sum
1	Covered Activities	\$200,000
2	Covered Activities	\$689,000
3	Covered Activities	\$10,000

BTC6012

B) Accidental Death & Dismemberment Benefits:

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

Class(es)

All

Accidental:

	Benefits Amounts (Percentage of Principal Sum)
Loss of Life	100%
Loss of Speech and Loss of Hearing	100%
Loss of Speech and one of Loss of Hand, Loss of Foot or Loss of Sight of One Eye	100%
Loss of Hearing and one of Loss of Hand, Loss of Foot or Loss of Sight of One Eye	100%
Loss of Hands (Both), Loss of Feet (Both), Loss of Sight or a combination of any two of Loss of Hand, Loss of Foot or Loss of Sight of One Eye	100%
Quadriplegia	100%
Paraplegia	100%
Hemiplegia	100%
Loss of Hand, Loss of Foot or Loss of Sight of One Eye (Any one of each)	50%
Loss of Speech or Loss of Hearing	50%
Uniplegia	50%
Loss of Thumb and Index Finger of the same hand	25%
Loss of Thumb	20%
Loss of a Phalanx	1%

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

BTC6016PF

If an **Insured Person** has multiple **Losses** as the result of one **Accident**, then **We** will pay only the single largest **Benefit Amount** applicable to the **Losses** suffered, as described in Section IV - Maximum Payment For Multiple Losses and Multiple Benefits of the Contract.

BTC6018PF

C) Accident Benefits

Accidental Partial Disability Benefit

Class 1

Maximum Weekly **Benefit Amount**: \$500

Elimination Period : 0 days

Minimum Weekly **Benefit Amount**: \$50

Maximum Payment Period: to age 65

Class 2

Maximum Weekly **Benefit Amount**: \$500

Elimination Period : 0 days

Minimum Weekly **Benefit Amount**: \$50

Maximum Payment Period: to age 65

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

BTC6062PF

Accidental Total Disability

Class 1

Weekly **Benefit Amount** during the first 6 months of **Total Disability**: 100 % of the **Average Weekly Wage** to a Maximum of \$500

Elimination Period: 0 days

Weekly **Benefit Amount** after the first 6 months of **Total Disability**: 100 % of the **Average Weekly Wage** to a Maximum of \$500

Minimum Weekly **Benefit Amount**: \$50

Maximum **Benefit Amount** for **Total Disability** due to **Post Traumatic Stress Disorder** : \$10,000

Maximum Payment Period: to age 65

Lump Sum **Benefit Amount**: \$50,000

Class 2

Weekly **Benefit Amount** during the first 6 months of **Total Disability**: 100 % of the **Average Weekly Wage** to a Maximum of \$500

Elimination Period: 0 days

Weekly **Benefit Amount** after the first 6 months of **Total Disability**: 100 % of the **Average Weekly Wage** to a Maximum of \$500

Minimum Weekly **Benefit Amount**: \$50

Maximum **Benefit Amount** for **Total Disability** due to **Post Traumatic Stress Disorder** : \$10,000

Maximum Payment Period: to age 65

Lump Sum **Benefit Amount**: \$50,000

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

BTC6066PF

Excess Accident Medical Expense

Class 1

Benefit Amount \$100,000

Deductible \$500

Class 2

Benefit Amount \$100,000

Deductible \$500

Class 3

Benefit Amount \$25,000

Deductible \$500

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

BTC6040

Home Health Care

Class 1

Maximum Benefit Amount \$50,000

Class 2

Maximum Benefit Amount \$50,000

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

BTC6052

Parent Care

Class 1

Benefit Amount \$30,000 up to a Maximum of \$30,000 for all **Dependent Parents**

Class 2

Benefit Amount \$30,000 up to a Maximum of \$30,000 for all **Dependent Parents**

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

BTC6060

D) Additional Benefits

Contagious and Infectious Disease

Class 1

Loss of Life Benefit Amount \$200,000

Benefit Amount (Medical Expense) \$100,000

Medical Expense Deductible \$500

Weekly **Benefit Amount (Total Disability)** 100 % of **Average Weekly Wage** to a maximum of \$500

Elimination Period 0 days

Maximum Payment Period for Disability: to age 65

Minimum Weekly **Benefit Amount (Total Disability)** : \$100

Class 2

Loss of Life Benefit Amount \$689,000

Benefit Amount (Medical Expense) \$100,000

Medical Expense Deductible \$500

Weekly **Benefit Amount (Total Disability)** 100 % of **Average Weekly Wage** to a maximum of \$500

Elimination Period 0 days

Maximum Payment Period for Disability: to age 65

Minimum Weekly **Benefit Amount (Total Disability)** : \$100

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

BTC6029PF

Heart or Circulatory Malfunction

Class 1

Loss of Life Benefit Amount \$200,000

Benefit Amount (Medical Expense) \$100,000

Medical Expense Deductible \$500

Weekly **Benefit Amount (Total Disability)** 100 % of **Average Weekly Wage** to a maximum of \$500

Elimination Period 0 days

Maximum Payment Period for Disability: to age 65

Minimum Weekly **Benefit Amount (Total Disability)** : \$100

Class 2

Loss of Life Benefit Amount \$689,000

Benefit Amount (Medical Expense) \$100,000

Medical Expense Deductible \$500

Weekly **Benefit Amount (Total Disability)** 100 % of **Average Weekly Wage** to a maximum of \$500

Elimination Period 0 days

Maximum Payment Period for Disability: to age 65

Minimum Weekly **Benefit Amount (Total Disability)** : \$100

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

BTC6048PF

Influenza and Pneumonia

Class 1

Loss of Life Benefit Amount \$200,000

Benefit Amount (Medical Expense) \$100,000

Medical Expense Deductible \$500

Weekly **Benefit Amount (Total Disability)** 100 % of **Average Weekly Wage** to a maximum of \$500

Elimination Period 0 days

Maximum Payment Period for Disability : to age 65

Minimum Weekly **Benefit Amount (Total Disability)** \$100

Class 2

Loss of Life Benefit Amount \$689,000

Benefit Amount (Medical Expense) \$100,000

Medical Expense Deductible \$500

Weekly **Benefit Amount (Total Disability)** 100 % of **Average Weekly Wage** to a maximum of \$500

Elimination Period 0 days

Maximum Payment Period for Disability : to age 65

Minimum Weekly **Benefit Amount (Total Disability)** \$100

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

BTC6051PF

Psychological Therapy

Class 1

Benefit Amount \$20,000

Class 2

Benefit Amount \$20,000

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

BTC6072

E) Cost of Living Adjustment

Cost of Living Adjustment - Loss of Life

On each Anniversary Date, the **Loss of Life Benefit Amount** will be increased by the annual percentage change in the **Consumer Price Index** as of that Anniversary Date as reported by the U.S. Bureau of Labor Statistics.

BTC6013PF

Cost of Living Adjustment - Total Disability

After each twelve consecutive month period of **Total Disability** the Weekly **Benefit Amount** for **Total Disability** shall be increased by the annual percentage change in the **Consumer Price Index** as reported by the U.S. Bureau of Labor Statistics.

BTC6015PF

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

BTC6090

Hazards

Covered Activity Hazard

Covered Activity Hazard means all circumstances, subject to the terms and conditions of the policy, arising from and occurring while **You** are participating in **Covered Activity**.

Covered Activity means all those activities set forth below for which **You** are insured under the policy.

Covered Activity:

-1. who is on duty at a fire, traveling to or returning from a fire, at a drill, at a parade or at a test or trial of any fire-fighting or emergency apparatus; or 2. who is on duty on an emergency call, going to or returning from an emergency call; or 3. who is on duty participating in, or attending any regularly approved, or supervised activity of the Policyholder; or 4. who is on duty riding on Policyholder apparatus (including a private passenger automobile furnished by the Policyholder for the transportation of the Fire Chief, Police Chief or Official of the Policyholder) while traveling to or returning from a drill, parade, or a test or trial, of any emergency apparatus; or 5. who is on duty while under the direct supervision of the Fire Chief, Police Chief or other authorized official of the Policyholder; or 6. who participates in an emergency activity, not on behalf of the Policyholder, where emergency activity means: a fire, rescue or emergency operation which does not involve the Policyholder or any other organization; for which immediate response is necessary; about which an official report is made by; a fire or ambulance squad, Sheriff's Office, or state or local police department; and involves the **Insured Person** acting in his or her capacity as an **Insured Person**.

BTC5529

Contract

Section I - Insurance

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

Accidental Death and Dismemberment

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

BTC5010

Accidental Partial Disability

We will pay up to the Maximum Weekly **Benefit Amount** for **Partial Disability**, after the **Elimination Period**, both as shown in Section IV-C of the Schedule of Benefits, if an **Accidental Bodily Injury** occurring while **You** are participating in a **Covered Activity** results in **Your Partial Disability**. The **Partial Disability** must begin within 30 days after the **Accident** that caused the **Accidental Bodily Injury** and must result in a loss of earnings to **You** of at least 20% (but no more than 80%). A disability that causes loss of earnings of more than 80% is considered to be a **Total Disability** and not a **Partial Disability**. The Weekly **Benefit Amount** for **Partial Disability** will be paid retroactively from the first day of the **Partial Disability**.

The Weekly **Benefit Amount** for **Partial Disability** will be calculated by:

- 1) multiplying **Your Average Weekly Wage** by the loss of earnings percentage; and then
- 2) multiplying 1) by the **Benefit Amount** that would be applicable under the **Total Disability** benefit if **You** were **Totally Disabled**.

The **Benefit Amount** for **Partial Disability** will be made until the earliest of the date:

- 1) **You** no longer have a **Partial Disability**;
- 2) **You** become **Totally Disabled**;
- 3) **You** are approved for disability retirement by the Public Employee Retirement Administration Commissioner; or
- 4) **You** attain age 65;

In no event will **We** pay benefits beyond the Maximum Payment Period shown in Section IV-C of the Schedule of Benefits.

For **Partial Disability** payments for partial weeks, one-seventh of the Weekly **Benefit Amount** will be payable per day.

The **Benefit Amount** for **Partial Disability** is payable in addition to any other **Benefit Amounts** payable under this policy.

BTC5052PF

Accidental Total Disability

We will pay the Weekly **Benefit Amount** for **Total Disability** after the **Elimination Period**, both as shown in Section IV-C of the Schedule of Benefits, if:

- 1) an **Accidental Bodily Injury** occurring while the **Insured Person** is participating in a **Covered Activity** results in such **Insured Person's Total Disability**; or
- 2) **Post-Traumatic Stress Disorder** from the **Insured Person's** witnessing of a **Traumatic Event** while participating in an **Emergency Activity** results in such **Insured Person's Total Disability**.

If the **Total Disability** is the result of an **Accidental Bodily Injury**, such **Total Disability** must begin within 730 days after the **Accident** that caused the **Accidental Bodily Injury**. If the **Total Disability** is the result of **Post-Traumatic Stress Disorder**, such **Total Disability** must begin within 30 days after the **Traumatic Event**.

Payment of the **Benefit Amount** for **Total Disability** reduces the **Principal Sum** payable under this policy. The Weekly **Benefit Amount** for **Total Disability** will be paid retroactively from the first day of the **Total Disability**.

The **Benefit Amount** for **Total Disability** will be made until the earliest of the date:

- 1) the **Insured Person** no longer has a **Total Disability**;
- 2) the **Insured Person** is approved for disability retirement by the Public Employee Retirement Administration Commission;
- 3) on which total payments made for **Total Disability** equal either the Maximum **Benefit Amount** for **Accidental Bodily Injury** or **Post-Traumatic Stress Disorder**, as applicable, both as shown in Section IV-C of the Schedule of Benefits.

In no event will We pay benefits beyond the Maximum Payment Period shown in Section IV-C of the Schedule of Benefits. If an **Insured Person** continues to be **Totally Disabled** beyond the Maximum Payment Period shown in Section IV-C of the Schedule of Benefits, then We will pay the Lump Sum **Benefit Amount** shown in Section IV-C of the Schedule of Benefits.

If an **Insured Person** suffers an **Accidental Bodily Injury** and **Post-Traumatic Stress Disorder**, We will only pay the **Total Disability Benefit Amount** for the **Accidental Bodily Injury**.

The Weekly **Benefit Amount** for **Total Disability** shall be subject to the following conditions:

- 1) During the first 6 months of the **Total Disability**:
 - a) this Weekly **Benefit Amount** shall be excess of any other valid and collectible benefits under any **Other Plan**; and
 - b) the total payments to the **Insured Person** for **Total Disability** from all sources, including this benefit and any other benefits, shall not exceed 100% of the **Insured Person's Average Weekly Wage**. If the total payments to the **Insured Person** from all **Other Plans** exceed 100% of the **Average Weekly Wage**, then We will pay the Minimum Weekly **Benefit Amount** as shown in Section IV-C of the Schedule of Benefits.
- 2) After the first 6 months of the **Total Disability**:
 - a) the Weekly **Benefit Amount** shall be excess of any other valid and collectible benefits under any **Other Plan**; and
 - b) the total payments to the **Insured Person** for **Total Disability** from all sources, including this benefit and any other benefits, shall not exceed 100% of the **Insured Person's Average Weekly Wage**. If the total payments to the **Insured Person** from all **Other Plans** exceed 100% of the **Average Weekly Wage**, then We will pay the Minimum Weekly **Benefit Amount** as shown in Section IV-C of the Schedule of Benefits.

For **Total Disability** payments for partial weeks, one-seventh of the Weekly **Benefit Amount** will be payable per day.

BTC5056PF

Contagious or Infectious Disease

We will pay the **Loss of Life Benefit Amount** shown in Section IV-D of the Schedule of Benefits if the **Insured Person** suffers a covered **Loss of Life** due to a **Contagious or Infectious Disease**. The first symptoms of the **Contagious or Infectious Disease** must appear within 180 days after the **Insured Person's** participation in a **Covered Activity** and be a consequence of the **Insured Person's** participation in a **Covered Activity**. **Loss of Life** must occur within 26 weeks after participating in a **Covered Activity** and be a consequence of the **Insured Person's** participation in a **Covered Activity**.

Medical Expenses due to Contagious or Infectious Disease

We will reimburse **Medical Expenses** up to the **Benefit Amount (Medical Expense)** shown in Section IV-D of the Schedule of Benefits, for medical treatment of a **Contagious or Infectious Disease**. **The Benefit Amount (Medical Expense)** is payable only:

- 1) if the first symptoms of the **Contagious or Infectious Disease** appear within 180 days after the **Insured Person's** participation in a **Covered Activity** and are a consequence of the **Insured Person's** participation in a **Covered Activity**; and
- 2) for **Medical Expenses** incurred within 104 weeks after the **Insured Person's** participation in a **Covered Activity** and a consequence of the **Insured Person's** participation in a **Covered Activity**.

Excess Provision

The **Benefit Amount (Medical Expense)**, is payable on an excess basis. We will determine the charge for the covered **Medical Expense**. We will then reduce that amount by amounts already paid or payable by any **Other Plan**. We will pay the resulting amount, less the Deductible for **Contagious or Infectious Disease**. In no event will We pay more than the **Benefit Amount (Medical Expense)** for **Contagious or Infectious Disease**, shown in Section IV-D of the Schedule of Benefits.

Deductible

The Deductible for **Contagious or Infectious Disease**, shown in Section IV-D of the Schedule of Benefits, will be deducted from any **Benefit Amount** that We pay. This Deductible applies separately to each **Insured Person**.

If the Policyholder has not adopted Chapter 41 section 100B of Massachusetts General Law, We will not pay the **Benefit Amount** for **Medical Expenses** incurred after the effective date of the **Insured Person's** disability retirement.

Total Disability due to Contagious or Infectious Disease

We will pay the **Weekly Benefit Amount (Total Disability)** after the **Elimination Period**, both as shown in Section IV-D of the Schedule of Benefits, if **Contagious or Infectious Disease** causes the **Insured Person** to suffer **Total Disability** within 180 days after and as a consequence of participating in a **Covered Activity** that is continuous during the period for which the **Benefit Amount** for **Total Disability** is payable. The **Weekly Benefit Amount (Total Disability)** will be paid retroactively from the first day of the **Total Disability**.

The **Weekly Benefit Amount (Total Disability)** will be made until the earliest of the date

- 1) the **Insured Person** no longer has a **Total Disability**;
- 2) the **Insured Person** is approved for disability retirement by the Public Employee Retirement Administration Commissioner;
- 3) the **Insured Person** attains age 65;

In no event will We pay benefits beyond the Maximum Payment Period shown in Section IV-D of the Schedule of Benefits.

The **Weekly Benefit Amount (Total Disability)** will be subject to the following conditions:

- 1) the **Weekly Benefit Amount (Total Disability)** shall be excess of any other valid and collectible benefits under any **Other Plan**; and

- 2) the total payments to the **Insured Person** for **Total Disability** from all sources, including the Weekly **Benefit Amount (Total Disability)** and any other benefits shall not exceed 100% of the **Insured Person's Average Weekly Wage**. If the total payments to the **Insured Person** from all **Other Plans** exceed 100% of the **Average Weekly Wage**, then **We** will pay the Minimum Weekly **Benefit Amount (Total Disability)** as shown in Section IV-D of the Schedule of Benefits.

For **Total Disability** payments for partial weeks, one-seventh of the Weekly **Benefit Amount (Total Disability)** will be payable per day.

With respect to this **Contagious or Infectious Disease** benefit only, the Disease or Illness Exclusion in Section VI - General Exclusions of the Contract does not apply.

BTC5027PF

Excess Accident Medical Expense

We will reimburse up to the **Benefit Amount** for Excess **Accident Medical Expense**, shown in Section IV-C of the Schedule of Benefits, if **Accidental Bodily Injury** causes the **Insured Person** to first incur **Medical Expenses** for care and treatment within fifty-two (52) weeks after an **Accident**. The **Benefit Amount** for Excess **Accident Medical Expense** is payable only for **Medical Expenses** incurred within ten (10) years after the date of the **Accident** causing the **Accidental Bodily Injury**. The **Benefit Amount** for Excess **Accident Medical Expense** is payable in addition to any other applicable **Benefit Amounts** under this policy.

Excess Provision

The **Benefit Amount** for Excess **Accident Medical Expense** is payable on an excess basis. **We** will determine the charge for the covered **Medical Expense**. **We** will then reduce that amount by amounts already paid or payable by any **Other Plan**. **We** will pay the resulting amount, less the Deductible for Excess **Accident Medical Expense** but in no event will **We** pay more than the **Benefit Amount** for Excess **Accident Medical Expense**, shown in Section IV-C of the Schedule of Benefits.

Excess Accident Medical Expense Deductible

The Deductible for Excess **Accident Medical Expense**, shown in Section IV-C of the Schedule of Benefits, will be deducted from any **Benefit Amount** for Excess **Accident Medical Expense** that **We** pay. This Deductible applies separately to each **Insured Person** and each **Accident**.

Limitation on Excess Accident Medical Expense

The **Benefit Amount** for Excess **Accident Medical Expense** does not apply to charges and services:

- 1) for which an **Insured Person** has no obligation to pay;
- 2) for which benefits are payable under any other benefit in this Policy;
- 3) for any injury where worker's compensation benefits or occupational injury benefits are payable;
- 4) for treatment by a person employed or retained by the **Policyholder**;
- 5) for any injury occurring while fighting, except in self-defense;
- 6) for treatment that is educational, experimental or investigational in nature or that does not constitute accepted medical practice; or
- 7) for treatment involving conditions caused by **Repetitive Motion Injuries**, or cumulative trauma and not as the result of an **Accidental Bodily Injury**.

This insurance applies only to **Medically Necessary** charges and services. If the Policyholder has not adopted Chapter 41 section 100B of Massachusetts General Law, **We** will not pay the **Benefit Amount** for **Medical Expenses** incurred after the effective date of the **Insured Person's** disability retirement.

BTC5030PF

Heart or Circulatory Malfunction

We will pay the **Loss of Life Benefit Amount** shown in Section IV-D of the Schedule of Benefits if the **Insured Person** suffers a covered **Loss of Life** due to a **Heart or Circulatory Malfunction**. The first symptoms of the **Heart or Circulatory Malfunction** must appear within 72 hours after the **Insured Person's** participation in a **Covered Activity** and be a consequence of the **Insured Person's** participation in a **Covered Activity**. **Loss of Life** must occur within 26 weeks after participating in a **Covered Activity** and be a consequence of the **Insured Person's** participation in a **Covered Activity**.

Medical Expenses due to Heart or Circulatory Malfunction

We will reimburse **Medical Expenses** up to the **Benefit Amount (Medical Expense)** shown in Section IV-D of the Schedule of Benefits, for medical treatment of the symptoms of a suspected **Heart or Circulatory Malfunction**. We will not pay for further treatment if the symptoms are diagnosed as other than **Heart or Circulatory Malfunction**.

Excess Provision

The **Benefit Amount (Medical Expense)**, is payable on an excess basis. We will determine the charge for the covered **Medical Expense**. We will then reduce that amount by amounts already paid or payable by any **Other Plan**. We will pay the resulting amount, less the Deductible for **Heart or Circulatory Malfunction**. In no event will We pay more than the **Benefit Amount (Medical Expense)** for **Heart or Circulatory Malfunction**, or for a period longer than the Maximum Payment Period both shown in Section IV-D of the Schedule of Benefits.

Deductible

The Deductible for **Heart or Circulatory Malfunction**, shown in Section IV-D of the Schedule of Benefits, will be deducted from any **Benefit Amount for Heart or Circulatory Malfunction**, that We pay. This Deductible applies separately to each **Insured Person**.

If the Policyholder has not adopted Chapter 41 section 100B of Massachusetts General Law, We will not pay the **Benefit Amount for Medical Expenses** incurred after the effective date of the **Insured Person's** disability retirement.

Total Disability due to Heart or Circulatory Malfunction

We will pay the **Weekly Benefit Amount for Total Disability** after the **Elimination Period**, both as shown in Section IV-D of the Schedule of Benefits, if a **Heart or Circulatory Malfunction** causes an **Insured Person** to suffer **Total Disability** within 30 days after and as a consequence of participating in a **Covered Activity** that is continuous during the period for which the **Benefit Amount for Total Disability** is payable. The **Weekly Benefit Amount (Total Disability)** will be paid retroactively from the first day of the **Total Disability**.

The **Weekly Benefit Amount(Total Disability)** will be made until the earliest of the date

- 1) the **Insured Person** no longer has a **Total Disability**;
- 2) the **Insured Person** is approved for disability retirement by the Public Employee Retirement Administration Commissioner;
- 3) the **Insured Person** attains age 65;

In no event will We pay benefits beyond the Maximum Payment Period shown in Section IV-D of the Schedule of Benefits.

The **Weekly Benefit Amount(Total Disability)** will be subject to the following conditions:

- 1) the **Weekly Benefit Amount (Total Disability)** shall be excess of any other valid and collectible benefits under any **Other Plan**; and
- 2) the total payments to the **Insured Person for Total Disability** from all sources, including the **Weekly Benefit Amount (Total Disability)** and any other benefits shall not exceed 100% of the **Insured Person's Average Weekly Wage**. If the total payments to the **Insured Person** from all

Other Plans exceed 100% of the **Average Weekly Wage**, then **We** will pay the Minimum Weekly **Benefit Amount (Total Disability)** as shown in Section IV-D of the Schedule of Benefits.

For **Total Disability** payments for partial weeks, one-seventh of the Weekly **Benefit Amount (Total Disability)** will be payable per day.

With respect to this **Heart or Circulatory Malfunction** benefit only, the Disease or Illness Exclusion in Section VI - General Exclusions of the Contract does not apply.

BTC5038PF

Home Health Care

We will reimburse charges up to the **Maximum Benefit Amount** for **Home Health Care** shown in Section IV-C of the Schedule of Benefits, if a covered **Loss** due to an **Accidental Bodily Injury** causes **Your** confinement to home after a **Hospital** stay of five (5) days. The expenses that are the subject of the **Benefit Amount** for **Home Health Care** must be incurred within eighteen (18) months after the **Accidental Bodily Injury**. The **Benefit Amount** for **Home Health Care** is payable on an excess basis. **We** will determine the charges for **Home Health Care**. **We** will then reduce that amount by amounts already paid or payable by any **Other Plan**. **We** will pay the resulting **Benefit Amount**, but in no event will **We** pay more than the **Benefit Amount** for **Home Health Care** shown in Section IV-C of the Schedule of Benefits

No **Benefit Amount** for **Home Health Care** shall be paid if:

- 1) treatment is educational, experimental or investigational or does not constitute accepted medical practice; or
- 2) services are provided by a person who is an **Immediate Family Member**.

The **Benefit Amount** for **Home Health Care** is payable in addition to any other applicable **Benefit Amounts** under the policy.

BTC5042

Influenza or Pneumonia

We will pay the **Loss of Life Benefit Amount** shown in Section IV-D of the Schedule of Benefits if the **Insured Person** suffers a covered **Loss of Life** due to **Influenza or Pneumonia**. The first symptoms of **Influenza or Pneumonia** must appear within 7 days after the **Insured Person's** participation in a **Covered Activity** and be a consequence of the **Insured Person's** participation in a **Covered Activity**. **Loss of Life** must occur within 26 weeks after participating in a **Covered Activity** and be a consequence of the **Insured Person's** participation in a **Covered Activity**.

Medical Expenses due to Influenza or Pneumonia

We will reimburse **Medical Expenses** up to the **Benefit Amount (Medical Expense)** shown in Section IV-D of the Schedule of Benefits, for medical treatment of **Influenza or Pneumonia**. The **Benefit Amount (Medical Expense)** is payable only:

- 1) if the first symptoms of the **Influenza or Pneumonia** appear within 7 days after the **Insured Person's** participation in a **Covered Activity** and are a consequence of the **Insured Person's** participation in a **Covered Activity**; and
- 2) for **Medical Expenses** incurred within 52 weeks after the **Insured Person's** participation in a **Covered Activity** and a consequence of the **Insured Person's** participation in a **Covered Activity**.

Excess Provision

The **Benefit Amount** for **Influenza or Pneumonia** is payable on an excess basis. We will determine the **Charge** for the covered **Medical Expense**. We will then reduce that amount by amounts already paid or payable by any **Other Plan**. We will pay the resulting amount, less the Deductible for **Influenza or Pneumonia**. In no event will We pay more than the **Benefit Amount (Medical Expense)** for **Influenza or Pneumonia**, shown in Section IV-D of the Schedule of Benefits.

Deductible

The Deductible for **Influenza or Pneumonia**, shown in Section IV-D of the Schedule of Benefits, will be deducted from any **Benefit Amount** for **Influenza or Pneumonia** that We pay. This Deductible applies separately to each **Insured Person**.

If the Policyholder has not adopted Chapter 41 section 100B of Massachusetts General Law, We will not pay the **Benefit Amount** for **Medical Expenses** incurred after the effective date of the **Insured Person's** disability retirement.

Total Disability

We will pay the **Weekly Benefit Amount (Total Disability)** after the **Elimination Period**, both as shown in Section IV-D of the Schedule of Benefits, if **Influenza or Pneumonia** causes the **Insured Person** to suffer **Total Disability** within 30 days after and as a consequence of participating in a **Covered Activity** that is continuous during the period for which the **Benefit Amount (Total Disability)** is payable. The **Weekly Benefit Amount (Total Disability)** will be paid retroactively from the first day of the **Total Disability**.

The **Weekly Benefit Amount (Total Disability)** will be made until the earliest of the date

- 1) the **Insured Person** no longer has a **Total Disability**;
- 2) the **Insured Person** is approved for disability retirement by the Public Employee Retirement Administration Commissioner;
- 3) the **Insured Person** attains age 65;

In no event will We pay benefits beyond the Maximum Payment Period shown in Section IV-D of the Schedule of Benefits.

The **Weekly Benefit Amount (Total Disability)** will be subject to the following conditions:

- 1) the **Weekly Benefit Amount (Total Disability)** shall be excess of any other valid and collectible benefits under any **Other Plan**; and

- 2) the total payments to the **Insured Person** for **Total Disability** from all sources, including the **Weekly Benefit Amount (Total Disability)** and any other benefits shall not exceed 100% of the **Insured Person's Average Weekly Wage**. If the total payments to the **Insured Person** from all **Other Plans** exceed 100% of the **Average Weekly Wage**, then **We** will pay the Minimum Weekly **Benefit Amount (Total Disability)** as shown in Section IV-D of the Schedule of Benefits.

For **Total Disability** payments for partial weeks, one-seventh of the Weekly **Benefit Amount (Total Disability)** will be payable per day.

With respect to this **Influenza** or **Pneumonia** benefit only, the Disease or Illness Exclusion in Section VI - General Exclusions of the Contract does not apply.

BTC5041PF

Parent Care

We will pay up to the **Benefit Amount** for Parent Care, shown in Section IV-C of the Schedule of Benefits, in equal shares to each of **Your Dependent Parents** if **You** suffer an **Accidental Bodily Injury** resulting in a covered **Loss of Life**.

The **Benefit Amount** for Parent Care is payable in addition to any other **Benefit Amounts** under the policy.
BTC5050

Psychological Therapy Expense

We will reimburse **Psychological Therapy Expense** up to the **Benefit Amount** for **Psychological Therapy Expense**, shown in Section IV-D of the Schedule of Benefits, if an **Insured Person's** participation in an **Emergency Activity** results in a **Physician's** determination that **Psychological Therapy** is required for such **Insured Person**.

The **Benefit Amount** for **Psychological Therapy Expense** will be paid:

- 1) to the natural person who incurs the expense; and
- 2) in addition to any other applicable **Benefit Amounts** under this policy.

The **Benefit Amount** for **Psychological Therapy Expense** will be paid until the earlier of the date on which:

- 1) the total **Benefit Amount** for **Psychological Therapy Expense**, shown in Section IV-D of the Schedule of Benefits, has been paid; or
- 2) two (2) years have elapsed from the date of the participation in the **Emergency Activity**

BTC5062PF

Section II - Eligibility, Effective Date and Termination

Eligibility

You become insured under the policy if:

- 1) **You** are a member of an eligible **Class** of **Insured Persons** as shown in Section I of the Schedule of Benefits;
- 2) **You** have completed any required Qualification Period as shown in Section II of the Schedule of Benefits; and
- 3) **Your** required premium has been paid.

BTC5080

Effective Date of Your Insurance

Your insurance becomes effective on the latest of:

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

BTC5082

Termination of Your Insurance

Your insurance automatically terminates on the earliest of:

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

BTC5084

Section III - Extensions Of Insurance

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

Disappearance

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

BTC5088

Exposure

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

BTC5090

Section IV - Maximum Payment for Multiple Losses and Multiple Benefits

For any **Benefit Amount** identified as subject to this provision in the Schedule of Benefits:

- 1) If, subject to all the terms and conditions of this policy, **You** are eligible for **Loss of Life** benefits under multiple benefits, then **We** will only pay the single largest **Loss of Life Benefit Amount** applicable.
- 2) If, subject to all the terms and conditions of this policy, **You** are eligible for Disability benefits under multiple benefits, then **We** will only pay the single largest Disability **Benefit Amount** applicable.
- 3) If, subject to all the terms and conditions of this policy, **You** suffer multiple covered **Losses** as the result of participation in one (1) **Covered Activity**, then **We** will only pay the single largest **Benefit Amount** applicable to all such covered Losses.

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

BTC5092PF

Section V - Territory

This insurance applies worldwide.

BTC5094

Section VI - General Exclusions

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

Owned Aircraft, Leased Aircraft, or Operated Aircraft

This insurance does not apply to any **Accident, Accidental Bodily Injury** or **Loss** caused by or resulting from, directly or indirectly, **You** being in, entering, or exiting any aircraft:

- 1) owned, leased or operated by the **Policyholder** or on the **Policyholder's** behalf; or
- 2) operated by an employee of the **Policyholder** on the **Policyholder's** behalf.

BTC5095 (Ed. 7/06)

Aircraft Pilot or Crew

This insurance does not apply to any **Accident, Accidental Bodily Injury** or **Loss** caused by or resulting from, directly or indirectly, **You** entering, or exiting any aircraft while acting or training as a pilot or crew member.

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

BTC5098 (Ed. 7/06)

Disease or Illness

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

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

BTC5102 (Ed. 7/06)

Incarceration

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

BTC5106

Narcotic Exclusion

This insurance does not apply to any **Accident, Accidental Bodily Injury** or **Loss** caused by or resulting from, directly or indirectly, **You** being under the influence of any narcotic or other controlled substance at the time of an **Accident**. This exclusion does not apply if any narcotic or other controlled substance is taken and used as prescribed by a **Physician**.

BTC5112

Service in the Armed Forces

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

BTC5116

Suicide or Intentional Injury

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

BTC5120

Trade Sanctions

This insurance does not apply to any **Accident, Accidental Bodily Injury** or **Loss** when:

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

BTC5122

War

This insurance does not apply to any **Accident, Accidental Bodily Injury** or **Loss** caused by or resulting from, directly or indirectly, a declared or undeclared **War**.

BTC5126

Section VII - Definitions

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

Accident or Accidental

Accident or **Accidental** means a sudden, unforeseen, and unexpected event which:

- 1) happens by chance;
- 2) arises from a source external to **You**;
- 3) is independent of illness, disease or other bodily malfunction or medical or surgical treatment thereof;
- 4) occurs while **You** are insured under the policy which is in force; and
- 5) is the direct cause of loss.

BTC5600

Accidental Bodily Injury

Accidental Bodily Injury means bodily injury, which:

- 1) is **Accidental**;
- 2) is the direct cause of a loss; and
- 3) occurs while **You** are insured under this policy, which is in force.

Accidental Bodily Injury does not mean a **Repetitive Motion Injury**.

BTC5602 (Ed. 7/06)

This definition applies solely with respect to the Heart or Circulatory Malfunction benefit.

Accidental Bodily Injury (Heart or Circulatory Malfunction)

Accidental Bodily Injury (Heart or Circulatory Malfunction) means bodily injury, which:

- 1) is **Accidental**;
- 2) is the direct cause of a loss; and
- 3) occurs while **You** are insured under the policy, which is in force.

Accidental Bodily Injury (Heart or Circulatory Malfunction) does not include conditions caused by repetitive motion injuries or cumulative trauma not a result of an **Accident**, including, but not limited to:

- 1) Osgood-Schlatter's Disease;
- 2) bursitis;
- 3) Chondromalacia;
- 4) shin splints;
- 5) stress fractures;
- 6) tendinitis; and
- 7) Carpal Tunnel Syndrome.

Accidental Bodily Injury (Heart or Circulatory Malfunction) also means **Your Heart or Circulatory Malfunction**.

BTC5604

Actively at Work or Active Work

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

BTC5606

Average Weekly Wage

Average Weekly Wage means **Your** salary at the time of the **Accident** or Disability, divided by 52. **Average Weekly Wage** includes overtime payments.

BTC5601PF

Benefit Amount

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

- 1) at the time of **Your** participation in a **Covered Activity**;
- 2) to **You**; and
- 3) for the applicable **Hazard**.

BTC5612PF

Class

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

BTC5628

Company

Company means FEDERAL INSURANCE COMPANY.

BTC5648

Consumer Price Index

Consumer Price Index means the average price of consumer goods and services purchased by households, as measured by the U. S. Bureau of Labor Statistics and reported as the Consumer Price Index for All Urban Consumers ("CPI-U").

BTC5649PF

Contagious or Infectious Disease

Contagious or Infectious Disease means any illness, sickness or infection if the first symptoms appear while **You** are insured under this policy. The illness must be diagnosed by a **Physician** and occur within 180 days after **Your** participation in a **Covered Activity** and be a consequence of **Your** participation in a **Covered Activity**.

Contagious or Infectious Disease does not include:

- 1) **Influenza or Pneumonia**;
 - 2) common colds;
 - 3) Hepatitis;
 - 4) Human Immunodeficiency Virus;
 - 5) Acquired Immune Deficiency Syndrome;
 - 6) Aids Related Complex;
- or any complications arising therefrom.

BTC5651PF

Conveyance

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

BTC5650

Covered Activity

Covered Activity means those activities set forth in the **Covered Activities Hazard**, and for which **You** are insured under the policy.

BTC5652

Dependent

Dependent means **Your Dependent Child, Spouse or Domestic Partner**.

BTC5660

Dependent Child

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

- 1) the age of twenty six, (26)
- 2) the day two (2) years following the loss of dependent status according to the federal tax rules or
- 3) the day the child is classified as an **Incapacitated Dependent Child**.

BTC5662PF

Dependent Parent

Dependent Parent means the parent(s) or grandparent(s) of **You**, **Your Spouse** or **Domestic Partner** who, at the time of an **Accident**, is receiving support and care provided by **You**, **Your Spouse** or **Domestic Partner** as evidenced by United States income tax returns showing such parent as a dependent.

BTC5664

Domestic Partner

Domestic Partner means a person designated by **You** who is registered as a Domestic Partner or legal equivalent under the laws of the governing jurisdiction or who:

- 1) is at least 18 years of age and competent to enter into a contract;
- 2) is not related to **You** by blood;
- 3) has exclusively lived with **You** for at least one (1) year(s) prior to the date of enrollment;
- 4) is not legally married or separated; and
- 5) as of the date of enrollment, has at least two (2) of the following financial arrangements with **You**:
 - a) a joint mortgage or lease;
 - b) a joint bank account;
 - c) joint title to or ownership of a motor vehicle or status as a joint lessee on a motor vehicle lease; or
 - d) a joint credit card account with a financial institution.

Neither **You** nor the **Domestic Partner** can be married to, nor be in a civil union with anyone else.

BTC5666PF

Elimination Period

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

BTC5670PF

Emergency Activity

Emergency Activity means rescue or emergency activities such as, but not limited to:

- 1) fire fighting and fire drills;
- 2) any training exercise which simulates an emergency where active participation is required;
- 3) apprehending criminals, protecting the public, oneself or property from imminent peril; and
- 4) responding to emergency calls or alarms.

Emergency Activity does not include:

- 1) non-emergency types of activities such as, but not limited to parades, tests or trials of equipment or apparatus, fund raising;
- 2) participation in athletic or recreational activities and contests, social activities or entertainment;
- 3) usual or ordinary duties;
- 4) patrolling or traffic control; and

- 5) inspection, maintenance, office work, classroom training or other training that does not simulate an emergency.

BTC5672

Full-time Employee

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

BTC5684

Gainful Occupation

Gainful Occupation means an occupation, including self employment, that is or can be expected to provide **You** with an income equal to at least 60% of **Your** monthly earnings within twelve (12) months after **Your** return to work.

BTC5688

Hazard

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

BTC5696

Heart or Circulatory Malfunction

Heart or Circulatory Malfunction means a myocardial infarction, angina pectoris, coronary thrombosis or cerebral vascular accident but only if all of the following conditions are met:

- 1) **Your Heart or Circulatory Malfunction** occurs within seventy two (72) hours after participating in a **Covered Activity** and is a consequence of **Your** participation in a **Covered Activity**;
- 2) **You** are under seventy (70) years of age on the date of the **Heart or Circulatory Malfunction**;
- 3) the first symptom of **Heart or Circulatory Malfunction** is medically diagnosed within seventy two (72) hours after **Your** participation in a **Covered Activity**

BTC5700PF

Hemiplegia

Hemiplegia means complete and irreversible loss of all motion and all practical use of one arm and one leg on the same side of the body that lasts longer than 365 days as determined by a **Physician** approved by **Us**.

BTC5702

Home Health Agency

Home Health Agency means an entity engaged in arranging and providing nursing services, home health aide services or other therapeutic and related services. The entity must be certified by a competent governmental authority in the jurisdiction where services are rendered, as meeting the requirements of Title XVIII of the Social Security Act, as amended, for home health agencies.

BTC5708

Home Health Care

Home Health Care means **Medically Necessary** services provided and billed by a **Home Health Agency**. Such services must be prescribed and supervised by a **Physician** in accordance with a medical treatment plan.

BTC5710

Hospital

Hospital means a public or private institution which:

- 1) is licensed in accordance with the laws of the jurisdiction where it is located;
- 2) is accredited by the Joint Commission on Accreditation of Hospitals;
- 3) operates for the reception, care and treatment of sick, ailing or injured persons as in-patients;
- 4) provides organized facilities for diagnosis and medical or surgical treatment;
- 5) provides twenty-four (24) hour nursing care;
- 6) has a **Physician** or staff of **Physicians**; and
- 7) is not primarily a day clinic, rest or convalescent home, assisted living facility or similar establishment and is not, other than incidentally, a place for the treatment of alcoholics or drug addicts.

BTC5712

Immediate Family Member

Immediate Family Member means **Your**:

- 1) **Spouse or Domestic Partner**;
- 2) children including adopted children and stepchildren;
- 3) legal guardians or wards;
- 4) siblings or siblings-in-law;
- 5) parents or parents-in-law;
- 6) grandparents or grandchildren;
- 7) aunts or uncles;
- 8) nieces and nephews.

Immediate Family Member also means a **Spouse's** or **Domestic Partner's** children, including adopted children and stepchildren; legal guardians or wards; siblings or siblings-in-law; parents or parents-in-law; grandparents or grandchildren; aunts or uncles; nieces or nephews.

BTC5716

Incapacitated Dependent Child

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

- 1) under the age of twenty six, (26); or
- 2) prior to two (2) years following the loss of dependent status according to the federal tax rules.

BTC5718PF

Influenza

Influenza means an acute contagious respiratory infection marked by fevers, muscle aches, headache, cough and sore throat, as determined by a **Physician**.

BTC5721PF

Infectious Disease

Infectious Disease means a disease included within the list of potentially life-threatening infectious diseases developed by the Secretary of Health and Human Services, pursuant to Title XXVI of the Public Health Service Act.

BTC5723PF

Institution of Higher Learning

Institution of Higher Learning means any accredited public or private college, university, professional trade or vocational school beyond the twelfth (12th) grade.

BTC5724

Insured Person

Insured Person means a person, qualifying as a **Class** member under Section I of the Schedule of Benefits:

- 1) who elects insurance; or
- 2) for whom insurance is elected,
- 3) and on whose behalf premium is paid.

BTC5728

Leased Aircraft

Leased Aircraft means an aircraft not owned by the **Policyholder**, which is subject to a written lease agreement between the **Policyholder** and the lessor. The **Policyholder** uses the aircraft as it wishes for the term of the written lease agreement. The **Policyholder** cannot alter or sell the aircraft without the consent of the lessor. **Leased Aircraft** does not include aircraft which are chartered for single trips.

BTC5730 (Ed. 7/06) (Ed. 7/06)

Loss

Loss means **Accidental**:

Loss of Foot
Loss of Hand
Loss of Hearing
Loss of Life
Loss of Sight
Loss of Sight of One Eye
Quadriplegia
Paraplegia
Hemiplegia
Uniplegia
Loss of Speech
Loss of Thumb and Index Finger
Loss of Thumb
Loss of Phalanx

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

BTC5732PF

Loss of Foot

Loss of Foot means the complete severance of a foot through or above the ankle joint. **We** will consider such severance a **Loss of Foot** even if the foot is later reattached. If the reattachment fails and amputation becomes necessary, then **We** will not pay an additional **Benefit Amount** for such amputation.
BTC5734

Loss of Hand

Loss of Hand means complete severance, as determined by a **Physician**, of at least four (4) fingers proximal to the metacarpal phalangeal joint on the same hand or at least three (3) fingers and the thumb on the same hand. **We** will consider such severance a **Loss of Hand** even if the hand, fingers or thumb are later reattached. If the reattachment fails and amputation becomes necessary, then **We** will not pay an additional **Benefit Amount** for such amputation.
BTC5736PF

Loss of Hearing

Loss of Hearing means permanent, irrecoverable and total deafness, as determined by a **Physician**, with an auditory threshold of more than 90 decibels in each ear. The deafness cannot be corrected by any aid or device, as determined by a **Physician**.
BTC5738

Loss of Life

Loss of Life means death, including clinical death, as determined by the local governing medical authority.
BTC5740PF

Loss of a Phalanx

Loss of a Phalanx means the complete severance of any one of the bones of the fingers or toes. **We** will consider such severance **Loss of a Phalanx** even if the phalanx is later reattached. If the reattachment fails and amputation becomes necessary, then **We** will not pay an additional **Benefit Amount** for such amputation. BTC5741PF

Loss of Sight

Loss of Sight means permanent loss of vision. Remaining vision must be no better than 20/200 using a corrective aid or device, as determined by a **Physician**. BTC5742

Loss of Sight of One Eye

Loss of Sight of One Eye means permanent loss of vision of one eye. Remaining vision in that eye must be no better than 20/200 using a corrective aid or device, as determined by a **Physician**. BTC5744

Loss of Speech

Loss of Speech means the permanent, irrecoverable and total loss of the capability of speech without the aid of mechanical devices, as determined by a **Physician**. BTC5748

Loss of a Thumb

Loss of Thumb means complete severance, through the metacarpal phalangeal joint of the thumb. **We** will consider such severance a **Loss of Thumb** even if the thumb is later reattached. If the reattachment fails and amputation becomes necessary, then **We** will not pay an additional **Benefit Amount** for such amputation. BTC5749PF

Loss of Thumb and Index Finger

Loss of Thumb and Index Finger means complete severance, through the metacarpal phalangeal joints, of the thumb and index finger of the same hand, as determined by a **Physician**. **We** will consider such severance a **Loss of Thumb and Index Finger** even if a thumb, an index finger or both are later reattached. If the reattachment fails and amputation becomes necessary, then **We** will not pay an additional **Benefit Amount** for such amputation. BTC5750

Medical Expense

Medical Expense means the charges for **Medical Services** for the care and treatment of an **Insured Person**. Charges are determined as governed by Regulation 114.3 CMR 40.00: Rates for Services under M.G.L. c. 152, Worker's Compensation Act, as amended. BTC5752PF

Medically Necessary

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

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

BTC5758

Medical Services

Medical Services means **Medically Necessary** services, including but not limited to:

- 1) medical care and treatment by a **Physician**;
- 2) **Hospital** room and board and **Hospital** care, both inpatient and outpatient;
- 3) drugs and medicines required and prescribed by a **Physician**;
- 4) diagnostic tests and x-rays prescribed by a **Physician**;
- 5) **Your** transportation in an emergency transportation vehicle from the location where **You** become injured to the nearest **Hospital** where appropriate medical treatment can be obtained;
- 6) dental care and treatment due to **Accidental Bodily Injury**;
- 7) physical therapy, including diathermy, ultrasonic, whirlpool or heat treatment, adjustment, manipulation, massage and the office visit associated with such therapy;
- 8) treatment performed by a licensed medical professional when prescribed by a **Physician**, if hospitalization would have been otherwise required;
- 9) rental of durable medical equipment;
- 10) artificial limbs and other prosthetic devices;
- 11) orthopedic appliances or braces.
- 12) eyeglasses, contact lenses and other vision or hearing aids

BTC5760 (Ed. 7/06)

Operated Aircraft

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

BTC5768

Other Plan

Other Plan means any other insurance or payment source for **Medical Services** or disability, including but not limited to health coverage, disability insurance, worker's compensation insurance; or coverage provided or required by any law or statute, including, automobile insurance "fault" or "no-fault", employer sick leave or salary continuation plan, or similar benefit provided or required by governmental plan or program.

BTC5770

Owned Aircraft

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

BTC5772

Paraplegia

Paraplegia means complete and irreversible loss of all motion and all practical use of both legs that lasts longer than 365 days, as determined by a **Physician** approved by **Us**.

BTC5774

Partial Disability

Partial Disability means that **You**, as determined by a **Physician** and due to an **Accidental Bodily Injury**, is unable to perform one or more, but not all, of the material and substantial duties of **Your** occupation on a full-time or part-time basis.

BTC5776PF

Physician

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

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

BTC5782PF

Pneumonia

Pneumonia means inflammation of the lungs due to infection with bacteria, viruses or other pathogenic organisms, as determined by a **Physician**.

BTC5783PF

Policyholder

Policyholder means the entity identified in the Insuring Agreement.

BTC5786

Primary Insured Person

Primary Insured Person means a person who:

- 1) has a direct relationship with the **Policyholder**; and
- 2) where applicable, elects insurance under the policy.

BTC5790

Principal Sum

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

BTC5792

Proof of Loss

Proof of Loss means written evidence acceptable to Us that an **Accident, Accidental Bodily Injury or Loss, Influenza or Pneumonia, Heart or Circulatory Malfunction, or Contagious or Infectious Disease** has occurred.

BTC5794PF

Post-Traumatic Stress Disorder

Post-Traumatic Stress Disorder means:

- 1) recurrent and intrusive distressing recollections of the **Traumatic Event**;
- 2) recurrent distressing dreams of the **Traumatic Event**;
- 3) suddenly acting or feeling the **Traumatic Event** is recurring; or
- 4) intense psychological distress at exposure to events that symbolize or resemble an aspect of the **Traumatic Event**;

BTC5787PF

Psychological Therapy

Psychological Therapy means **Medically Necessary** counseling for a mental or nervous disorder, including but not limited to Post Traumatic Stress Disorder, by a **Physician**, whether on an out-patient basis, in a **Hospital** or any other medical facility licensed to provide such treatment.

BTC5796PF

Psychological Therapy Expense

Psychological Therapy Expense means charges for **Psychological Therapy**.

BTC5797PF

Quadriplegia

Quadriplegia means complete and irreversible loss of all motion and all practical use of both arms and legs that lasts longer than 365 days, as determined by a **Physician** approved by Us.

BTC5798

Repetitive Motion Injury

Repetitive Motion Injury means bursitis, stress fracture, shin splints, Osgood Schlatter Disease, tendinitis, and Carpal Tunnel Syndrome.

BTC5609PF

Spouse

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

BTC5828PF

Total Disability or Totally Disabled

Total Disability or Totally Disabled means that an **Accident, Influenza or Pneumonia, Heart or Circulatory Malfunction, or Contagious or Infectious Disease** solely and directly:

- 1) prevents **You** from performing all of the substantial and material duties of **Your** occupation; and
- 2) causes a condition which is medically determined by a **Physician**, approved by **Us**, to be of continuous and indefinite duration; and
- 3) requires the continuous care of a **Physician**, unless **You** have reached **Your** maximum point of recovery,

during the 260 week period immediately following the **Elimination Period**. However, after the end of the 260 week period immediately following the **Elimination Period**, **Total Disability** means that an **Accident, Influenza or Pneumonia, Heart or Circulatory Malfunction, or Contagious or Infectious Disease** solely and directly:

- 1) prevents **You** from performing all of the substantial and material duties of any **Gainful Occupation** for which **You** are qualified, or could be qualified, by reason of education, training, experience, or skill; and
- 2) causes a condition which is medically determined by a **Physician**, approved by **Us**, to be of continuous and indefinite duration; and
- 3) requires the continuous care of a **Physician**, unless **You** have reached **Your** maximum point of recovery.

BTC5846PF

Traumatic Event

Traumatic Event means an event that occurs during participation in an **Emergency Activity**, that is outside the range of usual human experiences and would be marked distressing to almost anyone, such as:

- 1) actual or threatened serious physical harm to the **Insured Person's** life or body; or
- 2) witnessing actual or threatened serious physical harm to the life or body of another person who has recently been or is being seriously injured or killed as a result of an accident or physical violence.

BTC5847PF

Uniplegia

Uniplegia means complete and irreversible loss of all motion and all practical use of one arm or one leg that lasts more than 365 days, as determined by a **Physician** approved by **Us**.

BTC5854

War

War means:

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

BTC5858

We, Us and Our

We, Us and Our means FEDERAL INSURANCE COMPANY.
BTC5860

Section VIII - General Provisions

Addition of New Insured Persons

Any new person who meets the eligibility criteria for the **Class(es)** described in Section I of the Schedule of Benefits, **Insured Persons**, will automatically be insured under the policy.

BTC5150

Benefit Assignment

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

BTC5154

Arbitration

In the event of a dispute under the policy, either **We, You**, or in the event of **Your Loss of Life, Your** beneficiary, may make a written demand for arbitration. In that case, **We** and **You**, or in the event of **Your Loss of Life, Your** beneficiary, will each select an arbitrator. The two arbitrators will select a third. If they cannot agree within fifteen (15) days, then either **We, You**, or in the event of **Loss of Life, Your** beneficiary, may request that the choice of arbitrator be submitted to the American Arbitration Association. The arbitration will be held in the State of **Your** principal residence.

Each participant shall bear the cost for arbitration and shall share equally in the cost of the umpire and the proceedings.

BTC5156

Beneficiary

A) Designation

An **Insured Person** has the right to designate a beneficiary. The **Primary Insured Person** shall have the sole right to designate a beneficiary for any **Dependent Child** who is a minor. All beneficiary designations must be:

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

B) Change

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

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

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

C) Payment

The **Benefit Amount** for covered **Loss of Life** will be paid to the beneficiary designated by an **Insured Person**. If an **Insured Person** has not chosen a beneficiary or if there is no beneficiary alive when the **Insured Person** dies, then **We** will pay the **Benefit Amount** for **Loss of Life** to the first surviving party in the following order:

- 1) the **Insured Person's Spouse** or **Domestic Partner**;
- 2) in equal shares to the **Insured Person's** surviving children;
- 3) in equal shares to the **Insured Person's** surviving parents;
- 4) in equal shares to the **Insured Person's** surviving brothers and sisters;
- 5) the **Insured Person's** estate.

The **Benefit Amount** for Disability benefits is payable to the **Policyholder** as reimbursement for Disability payments made by the **Policyholder** to the **Insured Person**. Payment to the **Policyholder** of a **Benefit Amount** for Disability under this Policy, pursuant to the procedures set forth here, shall fully release **Us** from any and all liability to the **Policyholder** for such covered Disability. The **Policyholder** shall indemnify **Us** and hold **Us** harmless against any and all liability incurred by **Us**, including but not limited to interest, penalties and attorneys' fees, resulting from the **Policyholder's** failure to pay Disability benefits to the **Insured Person**. If **We** must make a second payment for such covered Disability to the **Insured Person**, then **We** shall be fully released from any and all liability for such covered Disability to such **Insured Person** to the extent of **Our** second payment and the **Policyholder** shall repay to **Us** any amounts received from **Us** for such covered Disability. Nothing herein shall be construed as a designation of the **Policyholder** as the **Insured Person's** beneficiary.

All other **Benefit Amounts** are paid to the **Insured Person**, unless otherwise directed by an **Insured Person** or an **Insured Person's** designee, or unless otherwise noted in this policy.

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

Cancellation, Nonrenewal and Grace Period

A) Grace Period

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

BTC5160

B) Cancellation, Nonrenewal

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

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

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

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

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

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

BTC5162

Changes

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

BTC5166

Concealment or Fraud

Insurance under this policy is void if:

- 1) the **Policyholder** or **You** or **Your** insured **Dependent** has intentionally concealed or misrepresented any material fact relating to this policy before or after a **Loss**; or
- 2) the **Policyholder** or **You** or **Your** insured **Dependent** file a false report of a **Loss**.

BTC5165

Compliance by Policyholder and Insured Person

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

BTC5168

Claim Notice

Written Claim Notice must be given to **Us** or any of **Our** brokers or appointed agents within twenty (20) days after the occurrence or commencement of any **Loss** covered by the policy or as soon as reasonably possible. Notice must include enough information to identify **You** and the **Policyholder**. Failure to give Claim Notice within twenty (20) days will not invalidate or reduce any otherwise valid claim if notice is given as soon as reasonably possible.

BTC5170

Claim Forms

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

BTC5172

Claim Proof of Loss

For claims involving disability, complete **Proof of Loss** must be given to **Us** within thirty (30) days after commencement of the period for which **We** are liable. Subsequent written proof of the continuance of such disability must be given to **Us** at such intervals as **We** may reasonably require.

Failure to give complete **Proof of Loss** within these time frames will not invalidate or reduce any otherwise valid claim if notice is given as soon as reasonably possible, and in no event later than one (1) year after the deadline to submit complete **Proof of Loss**, except in cases where the claimant lacks legal capacity.

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

BTC5174

Claim Payment

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

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

If **We** make a payment under this policy, **We** will assume any recovery rights **You** have in connection with that loss, to the extent we have paid for the loss. All of **Your** rights of recovery will become our rights to the extent of any payment we make under this policy. **You** will do everything necessary to secure such rights; and do nothing after a loss to prejudice such rights. However, **You** may waive any rights of recovery from another person or organization for a covered loss in writing before the loss occurs.

BTC5176PF

Claim and Suit Cooperation

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

BTC5178

Entire Contract and Application

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

BTC5182

Examination Under Oath

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

BTC5183

Governing Jurisdiction and Conformance With Statutes

This policy is governed by the laws of the jurisdiction in which it is delivered to the **Policyholder**. Any terms of this policy which are in conflict with the applicable statutes, laws or regulations of the jurisdiction in which this policy is delivered are amended to conform to such statutes, laws or regulations. Any terms of a certificate which are in conflict with the applicable statutes, laws or regulations of the jurisdiction in which the certificate is delivered are amended to conform to the statutes, laws or regulations of the jurisdiction. BTC5184 (Ed. 7/06)

Inadvertent Error

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

An inadvertent error or clerical mistake by **Us** or by the **Policyholder** may be corrected upon discovery with notice by the **Policyholder** to **Us** or by **Us** to the **Policyholder**. BTC5186

Legal Action Against Us

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

In no case will **We** be liable for benefits that are not payable under the terms of the policy or that exceed the applicable **Benefit Amounts** or limits of insurance of the policy. BTC5190

Liberalization

If **We** adopt any changes:

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

which broaden this insurance without an additional premium charge, then **You** will automatically receive the benefit of the broadened insurance. BTC5192

Physical Examination

We have the right to have **You** examined by a **Physician** approved by **Us**, as often as reasonably necessary while a claim is open. Any examinations that **We** require will be done at **Our** expense. BTC5193PF

Statements by Policyholder or Insured Person and Incontestability

We will not use any statements, except fraudulent misstatements, made by the **Policyholder** or **You** to void the insurance or reduce benefits payable under the policy, or to otherwise contest the validity of the policy,

unless such statements are contained in a written document signed by the **Policyholder** or **You**. If **We** rely on such statements for this purpose, then **We** will provide a copy of the written document to the **Policyholder**, **You** or **Your** designee or beneficiary, as appropriate.

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

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

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

BTC5206

Titles of Paragraphs

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

BTC5208

Workers' Compensation

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

BTC5210

Endorsement

Effective Date: 07/01/2022
Policy Period: 07/01/2022 to 07/01/2023
Name of Company: **FEDERAL INSURANCE
COMPANY**
Issue Date: 11/03/2022

- 1) If the **Policyholder** has adopted Chapter 41 section 100B of Massachusetts General Law, then the following items are deleted in their entirety from the policy:
 - 1) Item 3) in the third paragraph of the **Accidental Partial Disability** benefit.
 - 2) Item 2) in the second paragraph of the **Accidental Total Disability** benefit.
 - 3) Item 2) in the sixth paragraph of the **Contagious or Infectious Disease** benefit.
 - 4) Item 2) in the sixth paragraph of the **Heart or Circulatory Malfunction** benefit.
 - 5) Item 2) in the sixth paragraph of the **Influenza and Pneumonia** benefit.
- 2) If the **Policyholder** has not adopted Chapter 41 section 100B of Massachusetts General Law, then the following items:
 - 1) Item 3) in the third paragraph of the **Accidental Partial Disability** benefit.
 - 2) Item 2) in the second paragraph of the **Accidental Total Disability** benefit.
 - 3) Item 2) in the sixth paragraph of the **Contagious or Infectious Disease** benefit.
 - 4) Item 2) in the sixth paragraph of the **Heart or Circulatory Malfunction** benefit.
 - 5) Item 2) in the sixth paragraph of the **Influenza and Pneumonia** benefit.

are deleted and replaced with the following:

The **Insured Person's** disability retirement is effective.,

All other terms and conditions of the policy remain unchanged.



Authorized Representative

BT1001

FACTS	WHAT DOES THE CHUBB GROUP DO WITH YOUR PERSONAL INFORMATION?		
Why?	Insurance companies choose how they share your personal information. Federal and state law gives consumers the right to limit some but not all sharing. Federal and state 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.		
What?	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none">• Social Security number and payment history• insurance claim history and medical information• account transactions and credit scores <p>When you are no longer our customer, we continue to share information about you as described in this notice.</p>		
How?	All insurance companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons insurance companies can share their customers' personal information; the reasons the Chubb Group chooses to share; and whether you can limit this sharing.		
Reasons we can share your personal information		Does Chubb share?	Can you limit this sharing?
For our everyday business purposes - such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus		Yes	No
For our marketing purposes - to offer our products and services to you		Yes	No
For joint marketing with other financial companies		Yes	No
For our affiliates' everyday business purposes - information about your transactions and experiences		Yes	No
For our affiliates' everyday business purposes - information about your creditworthiness		No	We don't share
For our affiliates to market to you		No	We don't share
For nonaffiliates to market to you		No	We don't share
Questions?		Call 1-800-258-2930 or go to https://www2.Chubb.com/us-en/privacy.aspx	

Who is providing this notice?	The Chubb Group. A list of these companies is located at the end of this document.
What we do	
How does Chubb Group protect my personal information?	<p>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.</p> <p>We restrict access to personal information to our employees, affiliates' employees, or others who need to know that information to service the account or to conduct our normal business operations.</p>
How does Chubb Group collect my personal information?	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> • apply for insurance or pay insurance premiums • file an insurance claim or provide account information • give us your contact information <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
Why can't I limit all sharing?	<p>Federal law gives you the right to limit only:</p> <ul style="list-style-type: none"> • 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 <p>State laws and individual companies may give you additional rights to limit sharing. See below for more on your rights under state law.</p>
Definitions	
Affiliates	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> • Our affiliates include those with a Chubb name and other companies, such as Westchester Fire Insurance Company and Great Northern Insurance Company.
Nonaffiliates	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> • Chubb does not share with nonaffiliates so they can market to you.
Joint marketing	<p>A formal agreement between nonaffiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> • Our joint marketing partners include categories of companies such as banks.

Other important information

For Insurance Customers in AZ, CA, CT, GA, IL, MA, ME, MN, MT, NV, NC, NJ, OH, OR, and VA only: Under state law, under certain circumstances, you have the right to see the personal information about you that we have on file. To see your information, write Chubb Group Attention: Privacy Inquiries, 202 Hall's Mill Road, P.O. Box 1600, Whitehouse Station, NJ 08889-1600. Chubb may charge a reasonable fee to cover the costs of providing this information. If you think any of the information is not accurate, you may write us. We will let you know what actions we take. If you do not agree with our actions, you may send us a statement. If you want a full description of privacy rights that we will protect in accordance with the law in your home state, please contact us and we will provide it. We may disclose information to certain third parties, such as law enforcement officers, without your permission.

For Nevada residents only: We may contact our existing customers by telephone to offer additional insurance products that we believe may be of interest to you. Under state law, you have the right to opt out of these calls by adding your name to our internal do-not-call list. To opt out of these calls, or for more information about your opt out rights, please contact our customer service department. You can reach us by calling 1-800-258-2930, emailing us at privacyinquiries@Chubb.com, or writing to Chubb Group, Attention: Privacy Inquiries, 202 Hall's Mill Road, P.O. Box 1600, Whitehouse Station, NJ 08889-1600. You are being provided this notice under Nevada state law. In addition to contacting Chubb, Nevada residents can contact the Nevada Attorney General for more information about your opt out rights by calling 775-684-1100, emailing bcpinfo@ag.state.nv.us, or by writing to: Office of the Attorney General, Nevada Department of Justice, Bureau of Consumer Protection: 100 North Carson Street, Carson City, NV 89701.

For Vermont residents only: Under state law, we will not share information about your creditworthiness within our corporate family except with your authorization or consent, but we may share information about our transactions or experiences with you within our corporate family without your consent.

Chubb Group Companies Providing This Notice

This notice is being provided by the following Chubb Group companies to their customers located in the United States: ACE American Insurance Company, ACE Capital Title Reinsurance Company, ACE Fire Underwriters Insurance Company, ACE Insurance Company of the Midwest, ACE Life Insurance Company, ACE Property and Casualty Insurance Company, Agri General Insurance Company, Atlantic Employers Insurance Company, Bankers Standard Fire and Marine Company, Bankers Standard Insurance Company, Century Indemnity Company, Chubb Custom Insurance Company, Chubb Indemnity Insurance Company, Chubb Insurance Company of New Jersey, Chubb Lloyds Insurance Company of Texas, Chubb National Insurance Company, Executive Risk Indemnity Inc., Executive Risk Specialty Insurance Company, Federal Insurance Company, Great Northern Insurance Company, Illinois Union Insurance Company, Indemnity Insurance Company of North America, Insurance Company of North America, Pacific Employers Insurance Company, Pacific Indemnity Company, Penn Millers Insurance Company, Texas Pacific Indemnity Company, Vigilant Insurance Company, Westchester Fire Insurance Company and Westchester Surplus Lines Insurance Company.

Chubb Group

Notice of HIPAA Privacy Practices for Protected Health Information

THIS NOTICE DESCRIBES HOW MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY.

This notice is effective as of June 15, 2018.

The Chubb Group of Companies, as affiliated covered and hybrid entities, (the "Company") is required by law to take reasonable steps to ensure the privacy of your personally identifiable health information, and to inform you about:

- The Company's uses and disclosures of Protected Health Information ("PHI")
- Your privacy rights with respect to your PHI;
- The Company's duties with respect to your PHI;
- Your right to file a complaint with the Company and to the Secretary of the U.S. Department of Health and Human Services ("HHS"); and
- The person or office to contact for further information regarding the Company's privacy practices.

PHI includes all individually identifiable health information transmitted or maintained by the Company, regardless of form (e.g. oral, written, electronic).

A federal law, the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), regulates PHI use and disclosure by the Company. You may find these rules at 45 Code of Federal Regulations Parts 160 and 164. This notice attempts to summarize the regulations. The regulations will supersede any discrepancy between the information in this notice and the regulations.

I. Notice of PHI Uses and Disclosures

A. Required Uses and Disclosures

Upon your request, the Company is required to give you access to certain PHI in order to inspect and copy it.

Use and disclosure of your PHI may be required by the Secretary of Health and Human Services to investigate or determine the Company's compliance with the privacy regulations.

B. Uses and Disclosures to Carry Out Treatment, Payment, and Health Care Operations

The Company and its business associates will use PHI without your consent, authorization or opportunity to agree or object to carry out treatment, payment and health care operations. The Company also may also disclose PHI to a plan sponsor for purposes related to treatment, payment and health care operations and as otherwise permitted under HIPAA to the extent the plan documents restrict the use and disclosure of PHI as required by HIPAA.

Treatment is the provision, coordination or management of health care and related services. It also includes but is not limited to consultations and referrals between one or more of your providers. For example, the Company may disclose to a treating orthodontist the name of your treating dentist so that the orthodontist may ask for your dental X-rays from the treating dentist.

Payment includes, but is not limited to, actions to make coverage determinations and payment (including establishing employee contributions, claims management, obtaining payment under a contract of reinsurance, utilization review and pre-authorizations). For example, the Company may tell a doctor whether you are eligible for coverage or what percentage of the bill will be paid by the Company.

Health care operations include, but are not limited to, underwriting, premium rating and other insurance activities relating to creating or reviewing insurance contracts. It also includes disease management, case management, conducting or arranging for medical review, legal services and auditing functions including fraud and abuse compliance programs, business planning and development, business management and general administrative activities. For example, the Company may use information about your claims to refer you to a disease management program, project future benefit costs or audit the accuracy of its claims processing functions. The Company will not use or disclose PHI that is genetic information for underwriting purposes.

The Company also may contact you to provide appointment reminders or information about treatment alternatives or health-related benefits and services that may be of interest to you.

C. Uses and Disclosures that Require Your Written Authorization

The Company will not use or disclose your PHI for the following purposes without your specific, written authorization:

- Use and disclosure of psychotherapy notes, except for your treatment, Company training programs, or to defend Company against litigation filed by you.
- Use and disclosure for marketing purposes, except for face to face communications with you.
- Use and disclosure that constitute the sale of your PHI. The Company does not sell the PHI of its customers.

Except as otherwise indicated in this notice, uses and disclosures of PHI will be made only with your written authorization subject to your right to revoke such authorization. You may revoke an authorization by submitting a written revocation to the Company at any time. If you revoke your authorization, the Company will no longer use or disclose your PHI under the authorization. However, any use or disclosure made in reliance of your authorization before its revocation will not be affected.

D. Uses and Disclosures Requiring Authorizations or Opportunity to Agree or Disagree Prior to the Use or Release

If you authorize in writing the Company to use or disclose your own PHI, the Company may proceed with such use or disclosure without meeting any other requirements and the use or disclosure shall be consistent with the authorization.

Disclosure of your PHI to family members, other relatives or your close personal friends is allowed if:

- The information is directly relevant to the family or friend's involvement with your care or payment for that care; and
- You have either agreed to the disclosure or have been given an opportunity to object and have not objected.

E. Uses and Disclosures for which Consent, Authorization or Opportunity to Object is Not Required

Use and disclosure of your PHI is allowed without your authorization or request under the following circumstances:

(1) When required by law.

(2) When permitted for purposes of public health activities, including when necessary to report product defects and to permit product recalls and to conduct post-market surveillance. PHI may also be used or disclosed if you have been exposed to a communicable disease or are at risk of spreading a disease or condition, if authorized by law.

(3) When authorized by law to report information about abuse, neglect or domestic violence. In such case, the Company will promptly inform you that such a disclosure has been or will be made unless that notice would cause a risk of serious harm. For the purpose of reporting child abuse or neglect, it is not necessary to inform the minor that such a disclosure has been or will be made. Disclosure may generally be made to the minor's parents or other representatives although there may be circumstances under federal or state law where the parents or other representatives may not be given access to the minor's PHI.

(4) The Company may disclose your PHI to a public health oversight agency for oversight activities authorized by law. This includes uses or disclosures in civil, administrative or criminal investigations; inspections; licensure or disciplinary actions (for example, to investigate complaints against providers); and other activities necessary for appropriate oversight of government benefit programs (for example, to investigate Medicare or Medicaid fraud).

(5) The Company may disclose your PHI when required for judicial or administrative proceedings. For example, your PHI may be disclosed in response to a subpoena or discovery request provided certain conditions are met. One of those conditions is that satisfactory assurances must be given to the Company that the requesting party has made a good faith attempt to provide written notice to you, and the notice provided sufficient information about the proceeding to permit you to raise an objection and no objections were raised or were resolved in favor of disclosure by the court or tribunal.

(6) When required for law enforcement purposes (for example, to report certain types of wounds).

(7) For law enforcement purposes, including for the purpose of identifying or locating a suspect, fugitive, material witness or missing person. Also, when disclosing information about an individual who is or is suspected to a victim of a crime but only if the individual agrees to the disclosure or the covered entity is unable to obtain the individual's agreement because of emergency circumstances. Furthermore, the law enforcement official must represent that the information is not intended to be used against the individual, the immediate law enforcement activity would be materially and adversely affected by waiting to obtain the individual's agreement and disclosure is in the best interest of the individual as determined by the exercise of the Company's best judgment.

(8) When required to be given to a coroner or medical examiner for the purpose of identifying a deceased person, determining a cause of death or other duties as authorized by law. Disclosure is permitted to funeral directors, consistent with applicable law, as necessary to carry out their duties with respect to the decedent. The Company may also disclose your PHI to organ procurement organizations.

(9) The Company may use or disclose PHI for government-approved research, subject to conditions.

(10) When consistent with applicable law and standards of ethical conduct if the Company, in good faith, believes the use of disclosure is necessary to prevent or lessen a serious and imminent threat to the health or safety of a person or the public and the disclosure is to a person reasonably able to prevent or lessen the threat, including the target of the threat.

(11) For certain government functions such as related to military service or national security.

(12) When authorized by and to the extent necessary to comply with workers' compensation or other similar programs established by law.

(13) That is "incident to" an otherwise permitted use or disclosure of PHI by the Company.

II. Rights of Individuals

A. Right to Request Restrictions on Use and Disclosure of PHI

You may request the Company to restrict its use and disclosure of your PHI to carry out treatment, payment or health care operations, or to restrict its use and disclosure to family members, relatives, friends or other persons identified by you who are involved in your care or payment for your care. However, the Company may not be required to agree to your request, unless you have paid out of pocket in full for services, depending on the specific facts.

The Company will accommodate reasonable requests to receive communications of PHI by alternative means or alternative locations, such as a location other than your home. The Company will accommodate this request if you state in writing that you would be in danger from receiving communications through the normal means.

You or your personal representative will be required to complete a form to request restrictions on uses and disclosures of your PHI.

Such requests should be made to: Leslie Kaltenbach, Senior Privacy Officer & Compliance Manager, Chubb Group, 202 Hall's Mill Road, Whitehouse Station, NJ 08889, phone: 1-833-802-4822.

B. Right to Inspect and Copy PHI

You have a right to inspect and obtain a copy of your PHI contained in a "designated record set," for as long as the Company maintains the PHI.

"Protected Health Information" (PHI) includes all individually identifiable health information transmitted or maintained by the Company, regardless of form.

"Designated Record Set" includes the medical records and billing records about individuals maintained by or for a covered health care provider; enrollment, payment, billing, claims adjudication and case or medical management record systems maintained by or for a health plan; or other information used in whole or in part by or for the covered entity to make decisions about individuals. Information used for quality control or peer review analyses and not used to make decisions about individuals is not in the designated record set.

The requested information will be provided within 30 days if the information is maintained on site or within 60 days if the information is maintained offsite. A single 30-day extension is allowed if the Company is unable to comply with the deadline.

You or your personal representative will be required to complete a form to request access to the PHI in your designated record set. Requests for access to PHI should be made to: Leslie Kaltenbach, Senior Privacy Officer & Compliance Manager, Chubb Group, 202 Hall's Mill Road, Whitehouse Station, NJ 08889, phone: 1-833-802-4822.

If access is denied, you or your personal representative will be provided with a written denial setting forth the basis for the denial, a description of how you may exercise those review rights and a description of how you may complain to the Secretary of Health and Human Services.

C. Right to Amend PHI

You have the right to request the Company to amend your PHI or a record about you in a designated record set for as long as the PHI is maintained in the designated record set.

The Company has 60 days after the request to act on the request. A single 30-day extension is allowed if the Company is unable to comply with the deadline. If the request is denied in whole or part, the Company must provide you with a written denial that explains the basis for the denial. You or your personal representative may then submit a written statement disagreeing with the denial and have that statement included with any future disclosures of your PHI.

Requests for amendment of PHI in a designated record set should be made to: Leslie Kaltenbach, Senior Privacy Officer & Compliance Manager, Chubb Group, 202 Hall's Mill Road, Whitehouse Station, NJ 08889, phone: 1-833-802-4822.

You or your personal representative(s) will be required to complete a form to request amendment of the PHI in your designated record set.

D. Right to Receive an Accounting of PHI Uses and Disclosures

Upon your request, the Company will provide you with an accounting of disclosures by the Company of your PHI during the six (6) years prior to the date of your request. However, such accounting need not include PHI disclosures made: (1) to carry out treatment, payment or health care operations; (2) to individuals about their own PHI; (3) prior to the compliance date; or (4) based upon your own written authorization.

If the accounting cannot be provided within 60 days, an additional 30 days is allowed if the individual is given a written statement of the reasons for the delay and the date by which the accounting will be provided.

If you request more than one accounting within a 12-month period, the Company will charge a reasonable, cost-based fee for each subsequent accounting.

E. Right to Obtain a Paper Copy of This Notice Upon Request (Even if you have consented to receive this notice electronically)

To obtain a paper copy of this notice contact: Leslie Kaltenbach, Senior Privacy Officer & Compliance Manager, Chubb Group, 202 Hall's Mill Road, Whitehouse Station, NJ 08889, phone: 1-833-802-4822.

F. Note About Personal Representatives

You may exercise your rights through a personal representative. Your personal representative will be required to produce evidence of his/her authority to act on your behalf before that person will be given access to your PHI or allowed to take any action for you. Proof of such authority may take one of the following forms:

- A power of attorney for health care purposes, notarized by a notary public;
- A court order of appointment of the person as the conservator or guardian of the individual; or
- An individual who is the parent of a minor child.

The Company retains discretion to deny access to your PHI to a personal representative to provide protection to those vulnerable people who depend on others to exercise their rights under these rules and who may be subject to abuse or neglect. This also applies to personal representatives of minors.

III. The Company's Duties

The Company is required by law to maintain the privacy of PHI and to provide individuals (participants and beneficiaries) with notice of its legal duties and privacy practices and to notify affected individuals of a breach of unsecured PHI. The Company is required to abide by the terms of this notice.

The Company reserves the right to change its privacy practices and to apply the changes to any PHI received or maintained by the Company prior to that date. If a privacy practice is changed, a revised version of this notice will be provided to all past and present participants and beneficiaries for whom the Company still maintains PHI. This notice and any revised version of this notice will be posted on the Company's internal website or mailed.

Any revised version of this notice will be distributed within 60 days of the effective date of any material change to the uses or disclosures, the individual's rights, the duties of the Company or other privacy practices stated in this notice.

A. "Minimum Necessary" Standard

When using or disclosing PHI, or when requesting PHI from another covered entity, the Company will make reasonable efforts not to use, disclose or request more than the minimum amount of PHI necessary to accomplish the intended purpose of the use, disclosure or request, taking into consideration practical and technological limitations.

However, the minimum necessary standard will not apply in the following situations:

- Disclosures to or requests by a health care provider for treatment;
- Uses or disclosures made to the individual;
- Disclosures made to the Secretary of HHS;
- Uses or disclosures that are required by law; and
- Uses or disclosures that are required for the Company's compliance with legal regulations.

This notice does not apply to information that has been "de-identified." De-identified information is information that does not identify an individual and with respect to which there is no reasonable basis to believe that the information can be used to identify an individual is not individually identifiable health information.

In addition, the Company may use or disclose "summary health information" to a plan sponsor for obtaining premium bids or modifying, amending or terminating the Company, which summarizes the claims history, claims expenses or type of claims experienced by individuals for whom the Company Sponsor has provided health benefits under the Company; and from which identifying information has been deleted in accordance with HIPAA.

IV. Your Right to File a Complaint with the Company or the HHS Secretary

If you believe that your privacy rights have been violated, you may complain to the Company in care of: Leslie Kaltenbach, Senior Privacy Officer & Compliance Manager, Chubb Group, 202 Hall's Mill Road, Whitehouse Station, NJ 08889, phone: 1-833-802-4822.

You may file a complaint with the Secretary of the U.S. Department of Health and Human Services, Hubert H. Humphrey Building, 200 Independence Avenue S.W., Washington, D.C. 20201, calling 1-877-696-6775, or visiting www.hhs.gov/ocr/privacy/hipaa/complaints/.

Your complaint must be submitted within 180 days of when you believe the violation occurred. The Company will not retaliate against you for filing a complaint.

V. Contact Information

If you have any questions regarding this notice or the subjects addressed in it, you may contact: Leslie Kaltenbach, Senior Privacy Officer & Compliance Manager, Chubb Group, 202 Hall's Mill Road, Whitehouse Station, NJ 08889, phone: 1-833-802-4822.

VI. Chubb Group Legal Entities

The following is a list of the Chubb Group companies located in the United States: ACE American Insurance Company, ACE Fire Underwriters Insurance Company, ACE Insurance Company of the Midwest, ACE Life Insurance Company, ACE Property and Casualty Insurance Company, Agri General Insurance Company, Atlantic Employers Insurance Company, Bankers Standard Insurance Company, Century Indemnity Company, Chubb Custom Insurance Company, Chubb Indemnity Insurance Company, Chubb Insurance Company of New Jersey, Chubb Lloyds Insurance Company of Texas, Chubb National Insurance Company, Executive Risk Indemnity Inc. Executive Risk Specialty Insurance Company, Federal Insurance Company, Great Northern Insurance Company, Illinois Union Insurance Company, Indemnity Insurance Company of North America, Insurance Company of North America, Pacific Employers Insurance Company, Pacific Indemnity Company, Penn Millers Insurance Company, Vigilant Insurance Company, Westchester Fire Insurance Company, Westchester Surplus Lines Insurance Company, Combined Insurance Company of America, and Combined Life Insurance Company of New York. These companies have designated themselves as hybrid entities and only those designated health care components identified by such companies are subject to HIPAA. In addition, these companies are legally separate affiliated companies under common ownership and have designated themselves as a single covered entity for purposes of HIPAA compliance.