Business Travel Accident
INSURANCE CERTIFICATE
Issued by
FEDERAL INSURANCE COMPANY
FOR
COMMERCE BANCSHARES, INC. AND ALL SUBSIDIARIES, DIVISIONS, AND AFFILIATED COMPANIES THAT NOW EXIST OR HEREAFTER MAY BE CONSTITUTED

Chubb Underwriting Office: FEDERAL INSURANCE COMPANY
202 Hall's Mill Road
P.O. Box 1600
Whitehouse Station, New Jersey 08889-1600

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
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Insuring Agreement

Section I

Policyholder's Name and Address:
COMMERCE BANC SHARES, INC. AND ALL
SUBSIDIARIES, DIVISIONS, AND AFFILIATED
COMPANIES THAT NOW EXIST OR HEREAFTER
MAY BE CONSTITUTED
8000 FORSYTH BOULEVARD
ST. LOUIS, MO 63105
Policy Number: 9906-10-98
Effective Date: 04/20/2015
Anniversary Date: April 20

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

Section II Policy Period

Policy Period
From: 04/20/2015
To: 04/20/2018
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.
Schedule of Benefits

Chubb Group of Insurance Companies
15 Mountain View Road, P.O. Box 1615
Warren, New Jersey 07061-1615

Policyholder's Name:
COMMERCE BANCSHARES, INC. AND ALL
SUBSIDIARIES, DIVISIONS, AND AFFILIATED
COMPANIES THAT NOW EXIST OR HEREAFTER
MAY BE CONSTITUTED

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

Section I - Insured Persons

The following are the Insured Persons under the policy:

<table>
<thead>
<tr>
<th>Class</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>All Active Full-Time Officers of the Policyholder.</td>
</tr>
<tr>
<td>2</td>
<td>All Active Full-Time Officers of the Policyholder.</td>
</tr>
<tr>
<td>3</td>
<td>All Active Full-Time Employees of the Policyholder.</td>
</tr>
<tr>
<td>4</td>
<td>All Active Part-Time Employees of the Policyholder.</td>
</tr>
<tr>
<td>5</td>
<td>All Non-Employee Board of Directors of the Policyholder.</td>
</tr>
<tr>
<td>6</td>
<td>Spouse of a Primary Insured Person.</td>
</tr>
<tr>
<td>7</td>
<td>Dependent Child(ren) of a Primary Insured Person.</td>
</tr>
</tbody>
</table>

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.

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
### Section III - Hazards

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

<table>
<thead>
<tr>
<th>Class</th>
<th>Hazard(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>24 Hour Business Travel, Felonious Assault, Extraordinary Commutation</td>
</tr>
<tr>
<td>2</td>
<td>Covered Activities</td>
</tr>
<tr>
<td>3</td>
<td>24 Hour Business Travel, Felonious Assault, Extraordinary Commutation</td>
</tr>
<tr>
<td>4</td>
<td>24 Hour Business Travel, Felonious Assault, Extraordinary Commutation</td>
</tr>
<tr>
<td>5</td>
<td>Non-Employee Directors Business Travel, Felonious Assault, Extraordinary Commutation</td>
</tr>
<tr>
<td>6</td>
<td>Business Travel Family</td>
</tr>
<tr>
<td>7</td>
<td>Business Travel Family</td>
</tr>
</tbody>
</table>

If, subject to all the terms and conditions of this policy **You** have insurance for covered loss on the date of an accident, covered 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**.
Section IV - Benefits

A) Principal Sum

The following are Principal Sums for each Class:

<table>
<thead>
<tr>
<th>Class</th>
<th>Hazard</th>
<th>Principal Sum</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>24 Hour Business Travel</td>
<td>$300,000</td>
</tr>
<tr>
<td>1</td>
<td>Felonious Assault</td>
<td>$300,000</td>
</tr>
<tr>
<td>1</td>
<td>Extraordinary Commutation</td>
<td>$300,000</td>
</tr>
<tr>
<td>2</td>
<td>Covered Activities</td>
<td>$300,000</td>
</tr>
<tr>
<td>3</td>
<td>24 Hour Business Travel</td>
<td>$200,000</td>
</tr>
<tr>
<td>3</td>
<td>Felonious Assault</td>
<td>$200,000</td>
</tr>
<tr>
<td>3</td>
<td>Extraordinary Commutation</td>
<td>$200,000</td>
</tr>
<tr>
<td>4</td>
<td>24 Hour Business Travel</td>
<td>$100,000</td>
</tr>
<tr>
<td>4</td>
<td>Felonious Assault</td>
<td>$100,000</td>
</tr>
<tr>
<td>4</td>
<td>Extraordinary Commutation</td>
<td>$100,000</td>
</tr>
<tr>
<td>5</td>
<td>Non-Employee Directors Business Travel</td>
<td>$100,000</td>
</tr>
<tr>
<td>5</td>
<td>Felonious Assault</td>
<td>$100,000</td>
</tr>
<tr>
<td>5</td>
<td>Extraordinary Commutation</td>
<td>$100,000</td>
</tr>
<tr>
<td>6</td>
<td>Business Travel Family</td>
<td>$50,000</td>
</tr>
<tr>
<td>7</td>
<td>Business Travel Family</td>
<td>$25,000</td>
</tr>
</tbody>
</table>

B) Accidental Death and 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

<table>
<thead>
<tr>
<th>Accidental:</th>
<th>Benefit Amounts (Percentage of Principal Sum)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Loss of Life</td>
<td>100%</td>
</tr>
<tr>
<td>Loss of Speech and Loss of Hearing</td>
<td>100%</td>
</tr>
<tr>
<td>Loss of Speech and one of Loss of Hand, Loss of Foot or Loss of Sight of One Eye</td>
<td>100%</td>
</tr>
<tr>
<td>Loss of Hearing and one of Loss of Hand, Loss of Foot or Loss of Sight of One Eye</td>
<td>100%</td>
</tr>
<tr>
<td>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</td>
<td>100%</td>
</tr>
<tr>
<td>Loss of Hand, Loss of Foot or Loss of Sight of One Eye</td>
<td>(Any one of each) 50%</td>
</tr>
<tr>
<td>Loss of Speech or Loss of Hearing</td>
<td>50%</td>
</tr>
<tr>
<td>Loss of Thumb and Index Finger of the same hand</td>
<td>25%</td>
</tr>
</tbody>
</table>

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

### C) Additional Benefits

The following are **Benefit Amounts** for all other benefits provided under the policy:

#### Carjacking

**Class 1**
- **Benefit Amount**: 10% of the **Principal Sum** up to a maximum of $25,000

**Class 2**
- **Benefit Amount**: 10% of the **Principal Sum** up to a maximum of $25,000

**Class 3**
- **Benefit Amount**: 10% of the **Principal Sum** up to a maximum of $25,000

**Class 4**
- **Benefit Amount**: 10% of the **Principal Sum** up to a maximum of $25,000

**Class 5**
- **Benefit Amount**: 10% of the **Principal Sum** up to a maximum of $25,000

**Class 6**
- **Benefit Amount**: 10% of the **Principal Sum** up to a maximum of $25,000

**Class 7**
- **Benefit Amount**: 10% of the **Principal Sum** up to a maximum of $25,000

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

#### Coma

**Class 1**
- **Benefit Amount**: 1% per month of the **Principal Sum**
- **Maximum Benefit Amount**: 100% of the **Principal Sum**

**Class 2**
- **Benefit Amount**: 1% per month of the **Principal Sum**
- **Maximum Benefit Amount**: 100% of the **Principal Sum**

**Class 3**
- **Benefit Amount**: 1% per month of the **Principal Sum**
- **Maximum Benefit Amount**: 100% of the **Principal Sum**

**Class 4**
- **Benefit Amount**: 1% per month of the **Principal Sum**
- **Maximum Benefit Amount**: 100% of the **Principal Sum**

**Class 5**
- **Benefit Amount**: 1% per month of the **Principal Sum**
- **Maximum Benefit Amount**: 100% of the **Principal Sum**

**Class 6**
- **Benefit Amount**: 1% per month of the **Principal Sum**
- **Maximum Benefit Amount**: 100% of the **Principal Sum**

**Class 7**
- **Benefit Amount**: 1% per month of the **Principal Sum**
- **Maximum Benefit Amount**: 100% of the **Principal Sum**

This **Benefit Amount** is subject to Section IV - Maximum Payment for Multiple Losses and Multiple Benefits, of the certificate.
### Home Alteration or Vehicle Modification

**Class 1**
- **Benefit Amount for Home Alteration**: 10% of the Principal Sum
- **Benefit Amount for Vehicle Modification**: 10% of the Principal Sum
- **Maximum Benefit Amount**: 20% of the Principal Sum to a maximum of $50,000

**Class 2**
- **Benefit Amount for Home Alteration**: 10% of the Principal Sum
- **Benefit Amount for Vehicle Modification**: 10% of the Principal Sum
- **Maximum Benefit Amount**: 20% of the Principal Sum to a maximum of $50,000

**Class 3**
- **Benefit Amount for Home Alteration**: 10% of the Principal Sum
- **Benefit Amount for Vehicle Modification**: 10% of the Principal Sum
- **Maximum Benefit Amount**: 20% of the Principal Sum to a maximum of $50,000

**Class 4**
- **Benefit Amount for Home Alteration**: 10% of the Principal Sum
- **Benefit Amount for Vehicle Modification**: 10% of the Principal Sum
- **Maximum Benefit Amount**: 20% of the Principal Sum to a maximum of $50,000

**Class 5**
- **Benefit Amount for Home Alteration**: 10% of the Principal Sum
- **Benefit Amount for Vehicle Modification**: 10% of the Principal Sum
- **Maximum Benefit Amount**: 20% of the Principal Sum to a maximum of $50,000

**Class 6**
- **Benefit Amount for Home Alteration**: 10% of the Principal Sum
- **Benefit Amount for Vehicle Modification**: 10% of the Principal Sum
- **Maximum Benefit Amount**: 20% of the Principal Sum to a maximum of $50,000

**Class 7**
- **Benefit Amount for Home Alteration**: 10% of the Principal Sum
- **Benefit Amount for Vehicle Modification**: 10% of the Principal Sum
- **Maximum Benefit Amount**: 20% of the Principal Sum to a maximum of $50,000

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

### Medical Evacuation and Repatriation

**Class 1**
- **Maximum Benefit Amount**: Unlimited
  - **Hospital Admission Guaranty**: $5,000
  - **Family Travel Expense**
    - (Maximum Per Day) $100
    - (Maximum Number of Days) 5

**Class 2**
- **Maximum Benefit Amount**: Unlimited
  - **Hospital Admission Guaranty**: $5,000
  - **Family Travel Expense**
    - (Maximum Per Day) $100
    - (Maximum Number of Days) 5

**Class 3**
- **Maximum Benefit Amount**: Unlimited
  - **Hospital Admission Guaranty**: $5,000
  - **Family Travel Expense**
    - (Maximum Per Day) $100
    - (Maximum Number of Days) 5
Class 4

**Maximum Benefit Amount** Unlimited

**Benefit Amount (Hospital Admission Guaranty)** $5,000

**Family Travel Expense**

(Maximum Per Day) $100

(Maximum Number of Days) 5

Class 5

**Maximum Benefit Amount** Unlimited

**Benefit Amount (Hospital Admission Guaranty)** $5,000

**Family Travel Expense**

(Maximum Per Day) $100

(Maximum Number of Days) 5

Class 6

**Maximum Benefit Amount** Unlimited

**Benefit Amount (Hospital Admission Guaranty)** $5,000

**Family Travel Expense**

(Maximum Per Day) $100

(Maximum Number of Days) 5

Class 7

**Maximum Benefit Amount** Unlimited

**Benefit Amount (Hospital Admission Guaranty)** $5,000

**Family Travel Expense**

(Maximum Per Day) $100

(Maximum Number of Days) 5

The **Benefit Amounts** shown above for Hospital Admission Guaranty and Family Travel Expense, are part of, and not in addition to, the **Maximum Benefit Amount** for Medical Evacuation and Repatriation. This Benefit Amount is not subject to Section IV - Maximum Payment for Multiple Losses and Multiple Benefits, of the Certificate.

**Natural Disaster**

Class 1

**Benefit Amount** 5% of the Principal Sum up to a maximum of $10,000

Class 2

**Benefit Amount** 5% of the Principal Sum up to a maximum of $10,000

Class 3

**Benefit Amount** 5% of the Principal Sum up to a maximum of $10,000

Class 4

**Benefit Amount** 5% of the Principal Sum up to a maximum of $10,000

Class 5

**Benefit Amount** 5% of the Principal Sum up to a maximum of $10,000

Class 6

**Benefit Amount** 10% of the Principal Sum up to a maximum of $10,000

Class 7

**Benefit Amount** 5% of the Principal Sum up to a maximum of $10,000

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

**Psychological Therapy**

Class 1

**Benefit Amount** 10% of the Principal Sum up to a maximum of $25,000

Class 2

**Benefit Amount** 10% of the Principal Sum up to a maximum of $25,000

Class 3

**Benefit Amount** 10% of the Principal Sum up to a maximum of $25,000
Class 4
  Benefit Amount 10% of the Principal Sum up to a maximum of $25,000
Class 5
  Benefit Amount 10% of the Principal Sum up to a maximum of $25,000
Class 6
  Benefit Amount 10% of the Principal Sum up to a maximum of $25,000
Class 7
  Benefit Amount 10% of the Principal Sum up to a maximum of $25,000
This Benefit Amount is not subject to Section IV - Maximum Payment for Multiple Losses and Multiple Benefits, of the certificate.

Rehabilitation Expense
Class 1
  Benefit Amount 10% of the Principal Sum up to a maximum of $25,000
Class 2
  Benefit Amount 10% of the Principal Sum up to a maximum of $25,000
Class 3
  Benefit Amount 10% of the Principal Sum up to a maximum of $25,000
Class 4
  Benefit Amount 10% of the Principal Sum up to a maximum of $25,000
Class 5
  Benefit Amount 10% of the Principal Sum up to a maximum of $25,000
Class 6
  Benefit Amount 5% of the Principal Sum up to a maximum of $25,000
Class 7
  Benefit Amount 10% of the Principal Sum up to a maximum of $25,000
This Benefit Amount is not subject to Section IV - Maximum Payment for Multiple Losses and Multiple Benefits, of the certificate.

Seat Belt and Occupant Protection Device
Class 1
  Benefit Amount for Seat Belt 10% of the Principal Sum
  Alternate Benefit Amount $2,000
  Benefit Amount for Occupant Protection Device 10% of the Principal Sum
  Maximum Benefit Amount for Seat Belt and Occupant Protection Device 20% of the Principal Sum to a maximum of $50,000
Class 2
  Benefit Amount for Seat Belt 10% of the Principal Sum
  Alternate Benefit Amount $2,000
  Benefit Amount for Occupant Protection Device 10% of the Principal Sum
  Maximum Benefit Amount for Seat Belt and Occupant Protection Device 20% of the Principal Sum to a maximum of $50,000
Class 3
  Benefit Amount for Seat Belt 10% of the Principal Sum
  Alternate Benefit Amount $2,000
  Benefit Amount for Occupant Protection Device 10% of the Principal Sum
  Maximum Benefit Amount for Seat Belt and Occupant Protection Device 20% of the Principal Sum to a maximum of $50,000
Class 4
  Benefit Amount for Seat Belt 10% of the Principal Sum
  Alternate Benefit Amount $2,000
  Benefit Amount for Occupant Protection Device 10% of the Principal Sum
  Maximum Benefit Amount for Seat Belt and Occupant Protection Device 20% of the Principal Sum to a maximum of $50,000
Class 5

**Benefit Amount for Seat Belt** 10% of the Principal Sum
**Alternate Benefit Amount** $2,000
**Benefit Amount for Occupant Protection Device** 10% of the Principal Sum
**Maximum Benefit Amount for Seat Belt and Occupant Protection Device** 20% of the Principal Sum to a maximum of $50,000

Class 6

**Benefit Amount for Seat Belt** 10% of the Principal Sum
**Alternate Benefit Amount** $2,000
**Benefit Amount for Occupant Protection Device** 10% of the Principal Sum
**Maximum Benefit Amount for Seat Belt and Occupant Protection Device** 20% of the Principal Sum to a maximum of $50,000

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

**Total Loss of Use**

Class 1

<table>
<thead>
<tr>
<th>Loss of Use of:</th>
<th>Benefit Amount (Percentage of Principal Sum)</th>
</tr>
</thead>
<tbody>
<tr>
<td>One Hand or One Foot</td>
<td>25%</td>
</tr>
<tr>
<td>Both Hands or Both Feet or a combination of One hand and One Foot</td>
<td>50%</td>
</tr>
<tr>
<td>One Arm or One Leg</td>
<td>50%</td>
</tr>
<tr>
<td>Both Arms or Both Legs or a Combination of One Arm and One leg</td>
<td>75%</td>
</tr>
<tr>
<td>Both Arms and Both Legs</td>
<td>100%</td>
</tr>
</tbody>
</table>

**Elimination Period** 90 days

Class 2

<table>
<thead>
<tr>
<th>Loss of Use of:</th>
<th>Benefit Amount (Percentage of Principal Sum)</th>
</tr>
</thead>
<tbody>
<tr>
<td>One Hand or One Foot</td>
<td>25%</td>
</tr>
<tr>
<td>Both Hands or Both Feet or a combination of One hand and One Foot</td>
<td>50%</td>
</tr>
<tr>
<td>One Arm or One Leg</td>
<td>50%</td>
</tr>
<tr>
<td>Both Arms or Both Legs or a Combination of One Arm and One leg</td>
<td>75%</td>
</tr>
<tr>
<td>Both Arms and Both Legs</td>
<td>100%</td>
</tr>
</tbody>
</table>

**Elimination Period** 90 days

Class 3

<table>
<thead>
<tr>
<th>Loss of Use of:</th>
<th>Benefit Amount (Percentage of Principal Sum)</th>
</tr>
</thead>
<tbody>
<tr>
<td>One Hand or One Foot</td>
<td>25%</td>
</tr>
<tr>
<td>Both Hands or Both Feet or a combination of One hand and One Foot</td>
<td>50%</td>
</tr>
<tr>
<td>One Arm or One Leg</td>
<td>50%</td>
</tr>
<tr>
<td>Both Arms or Both Legs or a Combination of One Arm and One leg</td>
<td>75%</td>
</tr>
<tr>
<td>Both Arms and Both Legs</td>
<td>100%</td>
</tr>
</tbody>
</table>

**Elimination Period** 90 days
Class 4

<table>
<thead>
<tr>
<th>Loss of Use of:</th>
<th>Benefit Amount (Percentage of Principal Sum)</th>
</tr>
</thead>
<tbody>
<tr>
<td>One Hand or One Foot</td>
<td>25%</td>
</tr>
<tr>
<td>Both Hands or Both Feet or a combination of One hand and One Foot</td>
<td>50%</td>
</tr>
<tr>
<td>One Arm or One Leg</td>
<td>50%</td>
</tr>
<tr>
<td>Both Arms or Both Legs or a Combination of One Arm and One leg</td>
<td>75%</td>
</tr>
<tr>
<td>Both Arms and Both Legs</td>
<td>100%</td>
</tr>
</tbody>
</table>

Elimination Period: 90 days

Class 5

<table>
<thead>
<tr>
<th>Loss of Use of:</th>
<th>Benefit Amount (Percentage of Principal Sum)</th>
</tr>
</thead>
<tbody>
<tr>
<td>One Hand or One Foot</td>
<td>25%</td>
</tr>
<tr>
<td>Both Hands or Both Feet or a combination of One hand and One Foot</td>
<td>50%</td>
</tr>
<tr>
<td>One Arm or One Leg</td>
<td>50%</td>
</tr>
<tr>
<td>Both Arms or Both Legs or a Combination of One Arm and One leg</td>
<td>75%</td>
</tr>
<tr>
<td>Both Arms and Both Legs</td>
<td>100%</td>
</tr>
</tbody>
</table>

Elimination Period: 90 days

Class 6

<table>
<thead>
<tr>
<th>Loss of Use of:</th>
<th>Benefit Amount (Percentage of Principal Sum)</th>
</tr>
</thead>
<tbody>
<tr>
<td>One Hand or One Foot</td>
<td>25%</td>
</tr>
<tr>
<td>Both Hands or Both Feet or a combination of One hand and One Foot</td>
<td>50%</td>
</tr>
<tr>
<td>One Arm or One Leg</td>
<td>50%</td>
</tr>
<tr>
<td>Both Arms or Both Legs or a Combination of One Arm and One leg</td>
<td>75%</td>
</tr>
<tr>
<td>Both Arms and Both Legs</td>
<td>100%</td>
</tr>
</tbody>
</table>

Elimination Period: 90 days

Class 7

<table>
<thead>
<tr>
<th>Loss of Use of:</th>
<th>Benefit Amount (Percentage of Principal Sum)</th>
</tr>
</thead>
<tbody>
<tr>
<td>One Hand or One Foot</td>
<td>25%</td>
</tr>
<tr>
<td>Both Hands or Both Feet or a combination of One hand and One Foot</td>
<td>50%</td>
</tr>
<tr>
<td>One Arm or One Leg</td>
<td>50%</td>
</tr>
<tr>
<td>Both Arms or Both Legs or a Combination of One Arm and One leg</td>
<td>75%</td>
</tr>
<tr>
<td>Both Arms and Both Legs</td>
<td>100%</td>
</tr>
</tbody>
</table>

Elimination Period: 90 days

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

Section V - Aggregate Limit of Insurance

$3,000,000 per accident

If more than one (1) Insured Person suffers a Loss in the same accident, then We will not pay more than the Aggregate Limit of Insurance shown above. If an accident results in Benefit Amounts becoming payable, which when totaled, exceed the applicable Aggregate Limit of Insurance shown above, then the Aggregate Limit of Insurance will be divided proportionally among the Insured Persons, based on each applicable Benefit Amount.
Insurance only applies for the **Classes**, **Hazards**, **Benefits** and **Losses** that are specifically indicated as insured.
Hazards

**Business Travel Family Hazard**

**Business Travel Family Hazard** means all circumstances, subject to the terms and conditions of the policy, to which **Your Dependent** may be exposed while traveling in connection with **Your Business Travel** or **Relocation Travel**, provided that all such travel is authorized by, and at the expense of, the **Policyholder**.

The insurance under this **Business Travel Family Hazard** begins at the actual start of **Business Travel** or **Relocation Travel** whether the point of origin is from the **Dependent's** residence or regular place of employment, whichever occurs last. This **Business Travel Family Hazard** ends immediately upon return to a **Dependent's** residence or regular place of employment, whichever occurs first.

This **Business Travel Family Hazard** includes **Personal Excursion**.

**Limitation on Business Travel Family Hazard**

With respect to this **Business Travel Family Hazard**:

1) no person insured as a **Primary Insured Person** can be insured as a **Dependent**; and

2) no person shall be insured as a **Dependent** of more than one **Primary Insured Person**.
**Extraordinary Commutation Hazard**

*Extraordinary Commutation Hazard* means all circumstances, subject to the terms and conditions of the policy, arising from and occurring during *Commutation* by *You* using any form of conveyance when a strike, major breakdown or catastrophe causes the discontinuance of service of one or more public transportation system(s) regularly used by *You* for *Commutation*. This *Extraordinary Commutation Hazard* ends with resumption of service of the affected transportation system(s) or the expiration of sixty (60) consecutive days, whichever occurs first.
Non-Employee Directors Business Travel Hazard

Non-Employee Directors Business Travel Hazard means all circumstances, subject to the terms and conditions of the policy, arising from and occurring while You are:

1) traveling to, at, or returning from the Policyholder's board of directors’ meetings, at the Policyholder's authorization, direction and expense; or

2) on Business Travel or Relocation Travel.

Insurance under this Non-Employee Directors Business Travel Hazard begins at the actual start of Business Travel, Relocation Travel or meeting travel whether the point of origin is from Your residence or regular place of employment, whichever occurs last. Insurance under this Non-Employee Directors Business Travel Hazard ends immediately upon return to Your residence or regular place of employment, whichever occurs first.
Felonious Assault Hazard

**Felonious Assault Hazard** means all circumstances, subject to the terms and conditions of this policy, arising from and occurring due to a **Felonious Assault** committed or attempted against **You** while **You** are performing the duties of **Your** regular occupation on behalf of the **Policyholder**.

**Limitation on Felonious Assault**

Insurance under this **Felonious Assault Hazard** does not apply:

1) to **You**, if **You** commit the **Felonious Assault**; or

2) to a **Felonious Assault** committed by **Your Immediate Family Member**.

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24 Hour Business Travel Hazard

**24 Hour Business Travel Hazard** means all circumstances, subject to the terms and conditions of the policy, arising from and occurring while **You** are on **Business Travel** or **Relocation Travel**.

Insurance under this **24 Hour Business Travel Hazard** begins at the actual start of **Business Travel** or **Relocation Travel** whether the point of origin is from **Your** residence or regular place of employment, whichever occurs last. Insurance under this **24 Hour Business Travel Hazard** ends immediately upon return to **Your** residence or regular place of employment, whichever occurs first.

**24 Hour Business Travel Hazard** does not include **Commutation**. **24 Hour Business Travel Hazard** includes **Personal Excursion**.
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:

   Insured Persons are covered while attending a Board of Directors Meeting held on the premises of the Policyholder.
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.

Carjacking

We will pay the Benefit Amount for Carjacking, shown in Section IV-C of the Schedule of Benefits, if You suffer a covered Loss resulting from accidental bodily Injury due to Carjacking.

The Benefit Amount for Carjacking is payable in addition to any other applicable Benefit Amounts under the policy.

Coma

We will pay the Benefit Amount for Coma, shown in Section IV-C of the Schedule of Benefits, if accidental bodily Injury causes You to:

1) lapse into a Coma within thirty (30) days after the accident;
2) remain in a Coma for thirty (30) consecutive days; and
3) be confined to a Hospital or other licensed facility to receive Medically Necessary treatment for Coma, prescribed and supervised by a Physician, within the first thirty (30) days following the accident.

The Benefit Amount for Coma will be the percentage of Your Principal Sum, shown in Section IV-C of the Schedule of Benefits. The Benefit Amount for Coma is payable monthly subject to the Maximum Benefit Amount for Coma shown in Section IV-C of the Schedule of Benefits.

Brief lapses from Coma will not be considered an interruption of the consecutive thirty (30) day period, or cause a discontinuance in Our payment, if the lapses and subsequent Coma recurrences are due to the same accident.

The Coma monthly payment will be made until the earliest of the date:

1) You die;
2) You are no longer in a Coma; or
3) total payments equal the Maximum Amount for Coma, shown in Section IV-C of the Schedule of Benefits.

If You die within 365 days after the accident, then We will pay a lump sum equal to Your Principal Sum, less any Benefit Amount for Coma already paid.
Home Alteration or Vehicle Modification

We will reimburse charges up to the Benefit Amount for Home Alteration or the Benefit Amount for Vehicle Modification shown in Section IV-C of the Schedule of Benefits, if a covered Loss due to an accidental bodily Injury requires You to incur expenses for Home Alteration or Vehicle Modification. The expenses for Home Alteration or Vehicle Modification must be incurred within eighteen (18) months after the accidental bodily Injury. The Benefit Amount for Home Alteration or Vehicle Modification is payable if:

1) a Physician certifies that the Home Alteration or Vehicle Modification is needed to accommodate Your physical disability;

2) the Home Alteration or Vehicle Modification is made by people experienced in such Home Alteration or Vehicle Modification;

3) the Home Alteration or Vehicle Modification is in compliance with any applicable laws or requirements for approval by the appropriate governmental authority in the jurisdiction where the services are rendered; and

4) the Home Alteration or Vehicle Modification expenses do not exceed the usual level of charges for similar alterations and modifications in the jurisdiction where the expenses are incurred.

The Benefit Amount for Home Alteration and Vehicle Modification is payable to the natural person who incurs the expense. The Benefit Amount for Home Alteration and Vehicle Modification is payable in addition to any other applicable Benefit Amounts under the policy. In no event will Our total payments for Home Alteration and Vehicle Modification exceed the Maximum Benefit Amount for Home Alteration and Vehicle Modification shown in Section IV-C of the Schedule of Benefits.
Medical Evacuation and Repatriation

If Your accidental bodily Injury, disease or illness occurs while insured under a Hazard and requires Your Medical Evacuation or Repatriation while the You are on a covered trip, then We will pay the Covered Expenses for such Medical Evacuation or Repatriation up to the Benefit Amount for Medical Evacuation and Repatriation, shown in Section IV-C of the Schedule of Benefits. The Benefit Amount for Medical Evacuation or Repatriation is payable in addition to any other applicable Benefit Amounts under the policy.

This insurance applies only if the covered trip:

1) is more than 100 miles from Your primary residence; and
2) lasts no more than 180 consecutive days.

The Medical Evacuation or Repatriation must be ordered by a Physician, who certifies that the Medical Evacuation or Repatriation is necessary to prevent death or serious deterioration of Your medical condition. The Medical Evacuation or Repatriation must be approved and arranged by Our Assistance Services Administrator.

If Your accidental bodily Injury, disease or illness occurs during an insured Hazard and requires Emergency Medical Treatment while You are on a covered trip, then We will guarantee payment of the Hospital Admission Guaranty incurred for such Emergency Medical Treatment up to the Benefit Amount for Hospital Admission Guaranty, shown in Section IV-C of the Schedule of Benefits. Our Assistance Services Administrator must approve the Hospital Admission Guaranty.

If Your accidental bodily Injury, disease or illness occurs during an insured Hazard and requires a Hospital stay for more than five (5) day(s) while You are on a covered trip, then We will pay the Benefit Amount for Family Travel Expense, if all the following conditions are met:

1) You are confined to a Hospital; and
2) the Hospital is at least seventy-five (75) miles from Your permanent residence; and
3) all transportation arrangements for the Immediate Family Member are made by Our Assistance Services Administrator and are by the most direct and economical route.

If Your accidental bodily Injury, disease or illness occurs during an insured Hazard and requires a Hospital stay for more than five (5) day(s) while You are on a covered trip, then We will pay for a Dependent Child to return to his or her primary residence. All transportation arrangements must be made by Our Assistance Services Administrator and shall be by the most direct and economical route.

The Benefit Amount for Medical Evacuation or Repatriation is payable on an excess basis. We will determine the charges for Medical Evacuation or Repatriation. We will then reduce that amount by amounts already paid or payable by any Other Plan. We will pay the resulting Benefit Amount. The Benefit Amounts for Hospital Admission Guaranty, and Family Travel Expense, are part of, and not in addition to, the Maximum Benefit Amount for Medical Evacuation and Repatriation. In no event will We pay more than the Maximum Benefit Amount for Medical Evacuation or Repatriation shown in Section IV-C of the Schedule of Benefits.

With respect to Medical Evacuation and Repatriation only, the Disease or Illness Exclusion in Section VI - General Exclusions of the Contract does not apply.
Natural Disaster

We will pay Your beneficiary the Benefit Amount for Natural Disaster, shown in Section IV-C of the Schedule of Benefits, if You suffer a covered Loss of Life due to a Natural Disaster.

The Benefit Amount for Natural Disaster is payable in addition to any other Benefit Amounts under the policy.

Psychological Therapy Expense

We will reimburse Psychological Therapy Expense up to the Benefit Amount for Psychological Therapy Expense, shown in Section IV-C of the Schedule of Benefits, if an accidental bodily Injury causes You to suffer a covered Loss resulting in a Physician's determination that Psychological Therapy is required for:

1) You; or
2) Your Dependent.

In no event will We pay more than the Benefit Amount for Psychological Therapy Expense shown in Section IV-C of the Schedule of Benefits.

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 the 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-C of the Schedule of Benefits, has been paid; or
2) two (2) years have elapsed from the date of a covered Loss.

Rehabilitation Expense

We will reimburse Rehabilitation Expense up to the Benefit Amount, shown in Section IV-C of the Schedule of Benefits, if accidental bodily Injury causes You to suffer a covered Loss which:

1) prevents You from performing all the duties of Your regular occupation; and
2) requires You to obtain Rehabilitation, as determined by a Physician approved by Us.

In no event will We pay more than the Benefit Amount for Rehabilitation Expense shown in Section IV-C of the Schedule of Benefits.

The Benefit Amount for Rehabilitation Expense is payable in addition to any other applicable Benefit Amounts under the policy. We will pay the Benefit Amount for Rehabilitation Expense to the natural person who incurs the expense.

We will pay the Benefit Amount for Rehabilitation Expense until the earlier of the date on which:
1) the total Rehabilitation Expense Benefit Amount, shown in Section IV-C of the Schedule of Benefits, has been paid; or
2) two (2) years have elapsed from the date of the accidental bodily Injury.
Seat Belt and Occupant Protection Device

We will pay the Benefit Amount for Seat Belt shown in Section IV-C of the Schedule of Benefits if You suffer an accidental bodily injury resulting in a covered Loss while You are operating or riding in a Private Passenger Automobile, and using a Seat Belt.

The Seat Belt must have been properly secured, and used in accordance with the recommendations of its manufacturer. If it cannot be determined whether You were using a Seat Belt, then the Alternate Benefit Amount for Seat Belt, shown in Section IV-C of the Schedule of Benefits will be paid.

We will also pay the Benefit Amount for an Occupant Protection Device, shown in Section IV-C of the Schedule of Benefits, if You suffer an accidental bodily injury as set forth above and You are positioned in a seat protected by a properly deployed Occupant Protection Device. The Benefit Amount for an Occupant Protection Device will only be paid if We pay a Benefit Amount for Seat Belt other than an Alternate Benefit Amount.

Verification of the actual use of the Seat Belt and proper operation of the Occupant Protection Device at the time of an accident must be part of an official report of such accident or be certified, in writing, by an investigating police officer.

In no event will a Benefit Amount for Seat Belt or Occupant Protection Device be paid if You are operating or riding as a passenger in any vehicle used for a race or contest of any type.

The Benefit Amount for Seat Belt and Benefit Amount for Occupant Protection Device are payable in addition to any other applicable Benefit Amounts under the policy.

In no event will Our total payments of a Benefit Amount for Seat Belt and a Benefit Amount for Occupant Protection Device exceed the Maximum Benefit Amount, shown in Section IV-C of the Schedule of Benefits.

Total Loss of Use

We will pay the applicable Benefit Amount for Total Loss of Use, after the Elimination Period, both shown in Section IV-C of the Schedule of Benefits, if an accidental bodily injury causes You to suffer Total Loss of Use.

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.

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.
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.

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.

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.

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, payment of such Benefit Amount will reduce the Principal Sum. If, subject to all the terms and conditions of the policy, You are entitled to receive payment of multiple Benefit Amounts as the result of one (1) accident, then the maximum We will pay for all benefits shall not exceed the Principal Sum.

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 payable under the policy.

If, subject to all the terms and conditions of the policy, You suffer multiple covered Losses as the result of one (1) accident, then We will only pay the single largest Benefit Amount applicable to all such covered Losses.

For the purposes of this provision the definition of Loss includes Coma, Total Loss of Use.

Section V - Territory

This insurance applies worldwide.

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.

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 or Your insured Dependent 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.

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 abortion, 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 from accidental consumption of a substance contaminated by bacteria.

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.

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.

Specialized Aviation

This insurance does not apply to any accident, accidental bodily Injury or Loss caused by or resulting from, directly or indirectly, You traveling or flying on any aircraft engaged in Specialized Aviation Activities.
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, or attempted suicide while sane or intentionally self-inflicted injury.

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.

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.

Section VII - Definitions

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

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.

Assistance Services Administrator

Assistance Services Administrator means the organization that contracts with the Company to provide Medical Evacuation and Repatriation services to You.

Benefit Amount

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

1) at the time of an accident;

2) to You; and

3) for the applicable Hazard.
**Business Travel**

**Business Travel** means travel by You that is:
1) away from Your regular place of employment;
2) at the authorization, direction and expense of the Policyholder;
3) on the Policyholder's business; and
4) for periods of 180 days or less.

**Business Travel** does not include Commutation. **Business Travel** includes Personal Excursion.

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**Carjacking**

**Carjacking** means Your unlawful forced removal or detention while operating or riding as a passenger in, boarding or alighting from, a Private Passenger Automobile during the theft or attempted theft of such Private Passenger Automobile. The Carjacking must be confirmed in writing by a police report in the jurisdiction where the Loss occurs.

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**Class**

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

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**Coma**

**Coma** means a profound state of unconsciousness, as determined by a Physician according to the Glasgow Coma Scale, from which You cannot be aroused to consciousness even by powerful stimulation.

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**Commutation**

**Commutation** means travel between Your residence and regular place of employment.

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**Company**

**Company** means FEDERAL INSURANCE COMPANY.

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**Conveyance**

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

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**Covered Activity**

**Covered Activity** means those activities set forth in the Covered Activities Hazard, and for which an Insured Person is insured under the policy.
Covered Expenses

1) With respect to Medical Evacuation, Covered Expenses means the cost for:
   1) a land, water or air Conveyance, required to transport You during a Medical Evacuation. Special transportation by, but not limited to, air ambulances, land ambulances and private motor vehicles:
      a) must be recommended by an attending Physician; and
      b) comply with the standard regulations of the Conveyance transporting You.

      The means of transportation that is best suited to accommodate You, based on the seriousness of Your condition, will be used.

   2) medical supplies and services which are:
      a) ordered or prescribed by an attending Physician; and
      b) are, in the opinion of an attending Physician, necessarily incurred in connection with Your Medical Evacuation.

2) With respect to Repatriation, Covered Expenses means the cost for:
   1) Your Repatriation; and
   2) medical supplies and services which:
      a) are ordered or prescribed by an attending Physician;
      b) are, in the opinion of an attending Physician, necessarily incurred in connection with Your Repatriation; and
      c) are necessary for embalming, cremation, transportation and purchase of a shipping container as required by applicable law or regulation.

With respect to Medical Evacuation and Repatriation, all transportation arrangements made for You will be by the most direct and economical route. All Covered Expenses must be arranged and receive the prior approval of Our Assistance Service Administrator.

Covered Expenses do not include those expenses incurred by You for accidental bodily Injury, illness or disease, which occurs while You are:
   1) traveling against the advice of a Physician; or
   2) traveling for the purpose of obtaining medical treatment.

Dependent

Dependent means Your Dependent Child, Spouse or Domestic Partner.

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, and must be:
   1) under the age of nineteen (19);
   2) under the age of twenty-five (25) if enrolled as a full-time student at an Institution of Higher Learning; or
   3) classified as an Incapacitated Dependent Child.
Domestic Partner

Domestic Partner means a person designated by You who is registered as a Domestic Partner or legal equivalent under 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 twelve (12) months prior to the date of enrollment;
4) is not legally married or separated; and
5) as of the date of enrollment, has with You at least two (2) of the following financial arrangements:
   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.

Elimination Period

Elimination Period means the consecutive amount of time, shown in Section IV-C of 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.

Emergency Medical Treatment

Emergency Medical Treatment means Hospital treatment for a medical condition which:

1) arises suddenly and unexpectedly; and
2) if left untreated could result in Loss of Life, or in serious deterioration of Your medical condition.

Family Travel Expense

Family Travel Expense means actual costs incurred by an Immediate Family Member for temporary lodging, transportation and meals while traveling to and from visits with You.

Felonious Assault

Felonious Assault means any willful and unlawful use of force by an individual against You in connection with the commission, or attempted commission of robbery, theft, kidnapping, hostage taking, Hijacking/Skyjacking, assault, murder, manslaughter, riot, or insurrection. The use of force must be a felony or the equivalent of a felony under any country, state, territory or local statutory or common law applicable in the jurisdiction where accident, accidental bodily Injury or Loss occurs.
**Full-time Employee**

*Full-time Employee* means an employee who works at least 35 hours per week.

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**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.

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**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.

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**Hijacking /Skyjacking**

*Hijacking /Skyjacking* means the unlawful seizure or wrongful exercise of control of an aircraft or conveyance and its crew, in which *You* are traveling.

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**Home Alteration**

*Home Alteration* means changes to *Your* primary residence that are necessary to make the residence accessible and habitable for *You*.

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**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.

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**Hospital Admission Guaranty**

*Hospital Admission Guaranty* means any charge or expense made by a *Hospital* prior to and as a condition of *Your* admission.

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**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.

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**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 nineteen (19); or
2) under the age of twenty-five (25) if enrolled as a full-time student at an **Institution of Higher Learning**.

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**Injury**

**Injury** means bodily injury which:

1) is accidental;
2) is the direct source of a loss;
3) is independent of illness, disease or other cause; and
4) occurs while You are insured under the policy, which is in force.

**Injury** does not include conditions caused by repetitive motion or cumulative trauma and not a result of an accident, including but not limited to Carpal Tunnel Syndrome, Osgood-Schlatter's Disease, bursitis, Chondromalacia, shin splints, stress fractures and tendinitis.

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**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.

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**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.
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.

(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
- Loss of Speech
- Loss of Thumb and Index Finger
- Total Loss of Use

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

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.

Loss of Hand

Loss of Hand means complete severance, as determined by a Physician, of at least four (4) fingers at or above 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.

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.

Loss of Life

Loss of Life means death, including clinical death, as determined by the local governing medical authority where such death occurs within 365 days after an accident.

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.
**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**.

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**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**.

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**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.

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**Medical Evacuation**

**Medical Evacuation** means **Your** emergency transportation from the location where **You** are injured or become ill to the nearest **Hospital** where appropriate medical care and treatment can be provided.

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**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.
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.

Natural Disaster

Natural Disaster means an event, including but not limited to wind storm, rain, snow, sleet, hail, lightning, dust or sand storm, earthquake, tornado, flood, volcanic eruption, wildfire or other similar event that:

1) is due to natural causes; and 
2) results in severe damage such that the area in which Loss occurs is declared a disaster area by a competent governmental authority having jurisdiction.

Occupant Protection Device

Occupant Protection Device means either an air bag, which inflates for added protection to the head and chest areas, or any other personal safety restraint system other than a Seat Belt recognized by the U.S. National Highway Transportation Safety Board.

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.

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.

Owned Aircraft

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

**Personal Excursion** means travel or activities that are unrelated to the **Policyholder's** business and which take place away from **Your** residence or regular place of employment. Such travel or activities must coincide with **Your Business Travel** or **Relocation Travel**. **Personal Excursion** is limited to any consecutive 10 day period immediately prior to, during or immediately following such **Business Travel** or **Relocation Travel**.

**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**.

**Policyholder**

**Policyholder** means the entity identified in the Insuring Agreement.

**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.

**Principal Sum**

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

**Private Passenger Automobile**

**Private Passenger Automobile** means a four-wheeled motor vehicle with a maximum seating capacity of nine (9), manufactured, designed and registered as a private passenger vehicle for travel on public roads.

**Proof of Loss**

**Proof of Loss** means written evidence acceptable to **Us** that an accident, accidental bodily **Injury** or **Loss** has occurred.

**Psychological Therapy**

**Psychological Therapy** means **Medically Necessary** counseling for a mental or nervous disorder by a **Physician**, whether on an out-patient basis, in a **Hospital** or any other medical facility licensed to provide such treatment.
Psychological Therapy Expense

Psychological Therapy Expense means Reasonable and Customary Charges for Psychological Therapy.

Reasonable and Customary Charge

Reasonable and Customary Charge means the lesser of:

1) the usual charge made by Physicians or other health care providers for a given service or supply; or
2) the charge We reasonably determine to be the prevailing charge made by Physicians or other health care providers for a given service or supply in the geographical area where it is furnished.

Rehabilitation

Rehabilitation means treatment other than Psychological Therapy intended to prepare You for work in any Gainful Occupation, including Your regular occupation that is:

1) provided by a therapist licensed, registered, or certified to perform such treatment; or
2) provided in a Hospital or other facility, which is licensed to provide such treatment.

The Rehabilitation must take place under the direction of a Physician.

Rehabilitation Expense

Rehabilitation Expense means Reasonable and Customary Charges for Rehabilitation.

Relocation Travel

Relocation Travel means travel by You:

1) between Your old and new regular places of employment or residence as part of a Relocation; and
2) at the Policyholder's authorization, direction and expense.

Relocation

Relocation means Your transfer by the Policyholder from Your current regular place of employment with the Policyholder to a new regular place of employment with the Policyholder that is more than fifty (50) miles from such current place of employment.

Repatriation

Repatriation means:

1) Your transfer, from the local Hospital where Emergency Medical Treatment is initially given to another Hospital or to Your domicile or permanent residence; and
2) the necessary arrangements for the return of Your remains to Your domicile or permanent residence in the event of Your Loss of Life.
Repetitive Motion Injury

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

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Seat Belt

*Seat Belt* means a lap or lap and shoulder restraint device or a child restraint device, which meets the published standards of the U. S. National Highway Transportation Safety Board and has been installed in accordance with the manufacturer's instructions.

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Specialized Aviation Activity

*Specialized Aviation Activity* means use of a properly certified aircraft for the following:

- any flight on a rocket propelled or rocket launched aircraft

*Specialized Aviation Activity* shall include any flight which requires a special permit or waiver from a governmental authority having jurisdiction over civil aviation, whether or not such permit or waiver is granted.

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Spouse

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

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Total Loss of Use

*Total Loss of Use* means the permanent and total inability to function of:

1. One Hand or One Foot;
2. Both Hands or Both Feet or a Combination of One Hand and One Foot;
3. One Arm or One Leg;
4. Both Arms or Both Legs or a Combination of One Arm and One Leg;
5. Both Arms and Both Legs,

as determined by a *Physician*, approved by *Us*.

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Vehicle Modification

*Vehicle Modification* means changes, including but not limited to installation of equipment, to a *Private Passenger Automobile* that are necessary to make such *Private Passenger Automobile* accessible to or driveable by *You*.

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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.
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.

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.

Beneficiary

A) Designation

You have 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

You, and no one else, unless there is an irrevocable assignment, has the right to change the beneficiary except as set forth above. You do 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 You. Any Benefit Amount payable due to the Loss of Life of a Dependent Child will be paid to the Primary Insured Person, absent any beneficiary designation by the Dependent Child.

If You have not chosen a beneficiary or if there is no beneficiary alive when You die, then We will pay the Benefit Amount for Loss of Life to the first surviving party in the following order:
Your Spouse or Domestic Partner;
2) in equal shares to Your surviving children;
3) in equal shares to Your surviving parents;
4) in equal shares to Your surviving brothers and sisters;
5) Your estate.

All other Benefit Amounts are paid to You, unless otherwise directed by You or Your designee, or unless otherwise noted in the 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.

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.

After the first anniversary, 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 after the first anniversary.

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 after the first anniversary.

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.

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.
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.

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.
COORDINATION OF BENEFITS WITH OTHER BENEFITS

This Coordination of Benefit provision does not apply to medical expenses resulting from disease or illness.

I. Applicability
A. This coordination of benefits (COB) provision applies to This Plan when You have health care coverage under more than one (1) Plan. Plan and This Plan are defined here.
B. If this COB provision applies, the order of benefit determination rules should be looked at first. Those rules determine whether the benefits of This Plan are determined before or after those of another Plan. The benefits of This Plan—
   (1) Shall not be reduced when, under the order of benefit determination rules, This Plan determines its benefits before another plan; but
   (2) May be reduced when, under the order of benefits determination rules, another Plan determines its benefits first. The reduction is described in Section IV. Effect on the Benefits of This Plan.

II. Definitions
A. Plan is any of these which provides benefits or services for, or because of, medical or dental care or treatment:
   (1) Group insurance or group-type coverage, whether insured or uninsured. This includes prepayment, group practice or individual practice coverage. It also includes coverage other than school accident-type coverage.
   (2) Coverage under a governmental Plan, or coverage required or provided by law. This does not include a state Plan under Medicaid (Title XIX, Grants to States for Medical Assistance Programs, of the United States Social Security Act). Each contract or other arrangement for coverage under (1) or (2) is a separate Plan. Also, if an arrangement has two (2) parts and COB rules apply only to one (1) of the two (2), each of the parts is a separate Plan.
B. This Plan is a group contract that provides benefits for health care expenses.
C. Primary Plan/Secondary Plan. The order of benefit determination rules state whether This Plan is a Primary Plan or Secondary Plan as to another Plan covering the person. When This Plan is a Primary Plan, its benefits are determined before those of the other Plan and without considering the other Plan's benefits. When This Plan is a Secondary Plan, its benefits are determined after those of the other Plan and may be reduced because of the other Plan's benefits. When there are more than two (2) Plans covering the person, This Plan may be a Primary Plan as to one (1) or more other Plans, and may be a Secondary Plan as to a different Plan(s).
D. Allowable Expense means a necessary, reasonable and customary item of expense for health care, when the item of expense is covered at least in part by one (1) or more Plans covering the person for whom the claim is made. The difference between the cost of a private hospital room and the cost of a semi-private hospital room is not considered an Allowable Expense under this definition unless the patient's stay in a private hospital room is medically necessary either in terms of generally accepted medical practice or as specifically defined in the Plan. When a Plan provides benefits in the form of services, the reasonable cash value of each service rendered will be considered both an Allowable Expense and a benefit paid. When benefits are reduced under a Primary Plan because a covered person does not comply with the Plan provisions, the amount of that reduction will not be considered an Allowable Expense. Examples of these provisions are those related to second surgical opinions, precertification of admissions or services, and preferred provider arrangements.
E. Claim Determination Period means a calendar year. However, it does not include any part of a year during which a person has no coverage under This Plan, or any part of a year before the date this COB provision or a similar provision takes effect.

III. Order Of Benefit Determination Rules
A. General. When there is a basis for a claim under This Plan and another Plan, This Plan is a Secondary Plan which has its benefits determined after those of the other Plan, unless --
   (1) The other Plan has rules coordinating its benefits with those of This Plan; and
Both those rules and This Plan's rules, in subsection III.B., require that This Plan's benefits be determined before those of the other Plan.

B. Rules. This Plan determines its order of benefits using the first of the following rules which applies:

(1) Nondependent/dependent. The benefits of the Plan which covers the person as an employee, member or subscriber (that is, other than as a dependent) are determined before those of the Plan which covers the person as a dependent; except that -- if the person is also a Medicare beneficiary, and as a result of the rule established by Title XVIII of the Social Security Act and implementing regulations, Medicare is --

(a) Secondary to the Plan covering the person as a dependent; and
(b) Primary to the Plan covering the person as other than a dependent (for example, a retired employee), then the benefits of the Plan covering the person as a dependent are determined before those of the Plan covering that person as other than a dependent.

(2) Dependent child/parents not separated or divorced. Except as stated in paragraph III.B(3), when This Plan and another plan cover the same child as a dependent of different persons, called parents --

(a) The benefits of the Plan of the parent whose birthday falls earlier in a year are determined before those of the Plan of the parent whose birthday falls later in that year; but
(b) If both parents have the same birthday, the benefits of the Plan which covered one (1) parent longer are determined before those of the Plans which covered the other parent for a shorter period of time. However, if the other Plan does not have the rule described previously in III.B.(2)(a) or (b) and if, as a result, the Plans do not agree on the order of benefits, the rule in the other Plan will determine the order of benefits.

(3) Dependent child/separated or divorced. If two (2) or more Plans cover a person as a dependent child of divorced or separated parents, benefits for the child are determined in this order:

(a) First, the Plan of the parent with custody of the child;
(b) Then, the Plan of the spouse of the parent with the custody of the child; and
(c) Finally, the Plan of the parent not having custody of the child. However, if the specific terms of a court decree state that one (1) of the parents is responsible for the health care expense of the child and the entity obligated to pay or provide the benefits of the Plan of that parent or spouse of the other parent has actual knowledge of those terms, the benefits of that Plan are determined first.

The Plan of the other parent shall be the secondary Plan. This paragraph does not apply with respect to any Claim Determination Period or Plan year during which any benefits are actually paid or provided before the entity has that actual knowledge.

(4) Joint Custody. If the specific terms of a court decree state that the parents shall share joint custody, without stating that one (1) of the parents is responsible for the health care expenses of the child, the Plans covering the child shall follow the order of benefit determination rules outlined in paragraph III.B.(2).

(5) Active/inactive employee. The benefits of a Plan which covers a person as an employee who is neither laid off nor retired are determined before those of a Plan which covers that person as a laid off or retired employee. The same would hold true if a person is a dependent of a person covered as a retiree and an employee. If the other Plan does not have this rule, and if, as a result, the Plans do not agree on the order of benefits, this rule (5) is ignored.

(6) Continuation coverage. If a person whose coverage is provided under a right of continuation pursuant to federal or state law also is covered under another Plan, the following shall be the order of benefit determination:

(a) First, the benefits of a Plan covering the person as an employee, member or subscriber (or as that person's dependent); and
(b) Second, the benefits under the continuation coverage. If the other Plan does not have the rule described here and if, as a result, the Plans do not agree on the order of benefits, this rule is ignored.

(7) Longer/shorter length of coverage. If none of the previous rules determines the order of benefits, the benefits of the Plan which covered an employee, member or subscriber longer are determined before those of the Plan which covered that person for the shorter term.
IV. Effect On The Benefits Of This Plan
A. When This Section Applies. This Section IV. applies when, in accordance with Section III., Order of Benefit Determination Rules, This Plan is a Secondary Plan as to one (1) or more other Plans. In that event the benefits of This Plan may be reduced under this section. Other Plan(s) are referred to as other Plans in IV.B. immediately following.
B. Reduction in This Plan’s Benefits. The benefits of This Plan will be reduced when the sum of:
1. The benefits that would be payable for the Allowable Expense under This Plan in the absence of this COB provision; and
2. The benefits that would be payable for the Allowable Expenses under the other Plans, in the absence of provisions with a purpose like that of this COB provision, whether or not claim is made, exceeds those Allowable Expenses in a Claim Determination Period. In that case, the benefits of This Plan will be reduced so that they and the benefits payable under the other Plans do not total more than those Allowable Expenses. When the benefits of This Plan are reduced as described previously, each benefit is reduced in proportion. It is then charged against any applicable benefit limit of This Plan.

V. Right To Receive And Release Needed Information
Certain facts are needed to apply these COB rules. We have the right to decide which facts We need. We may get needed facts from or give them to any other organization or person. We need not tell, or get the consent of, any person to do this. Each person claiming benefits under This Plan must give Us any facts We need to pay the claim.

VI. Facility Of Payment
A payment made under another Plan may include an amount which should have been paid under This Plan. If it does, We may pay that amount to the organization which made the payment. That amount will then be treated as though it were a benefit paid under This Plan. We will not have to pay that amount again. The term "payment made" includes providing benefits in the form of services, in which case "payment made" means reasonable cash value of the benefits provided in the form of services.

VII. Right Of Recovery
If the amount of the payments made by Us is more than it should have paid under this COB provision, We may recover the excess from one(1) or more of--
A. The person We have paid or for whom it has paid;
B. Insurance companies; or
C. Other organizations. The amount of the payments made includes the reasonable cash value of any benefits provided in the form of services.

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.

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.
Claim Proof of Loss

For claims involving disability, complete Proof of Loss must be given to Us within ninety (90) days after termination 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.

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. At the end of this period, We will immediately pay any remaining balance of the Benefit Amount. All payments by Us are subject to receipt of complete Proof of Loss.

For all benefits payable under the policy except those for disability, We will pay You or Your beneficiary the applicable Benefit Amount within thirty (30) days after We receive complete Proof of Loss if You, the Policyholder and the beneficiary, where applicable, have complied with all the terms of the policy.

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 choose to conduct. 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.

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.

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.
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.

Legal Action Against Us

No legal action may be brought to recover on this 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.

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.

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.

Physical Examination and Autopsy

We have the right to have You examined by a Physician approved by Us, as often as reasonably necessary while a claim is open. We may also have an autopsy done by a Physician, unless prohibited by law. Any examinations or autopsies that We require will be done at Our expense.
Statements by Policyholder or Insured Person and Incontestability

We will not use any statements 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.

We will not use statements made by the Policyholder or You regarding insurability to contest the validity of the policy after it has been in force for two years from the date of issue, except for non payment of premium. No statement made by You shall be used to contest the validity of the insurance after the insurance has been in force prior to the contest for a period of two year's during Your lifetime. The statement must be in a written instruments signed by You.

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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.

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Workers' Compensation

The benefits payable under the policy are not in lieu of and do not affect any requirement for workers' compensation insurance.
Beneficiary (Group Term Life)

Effective Date: 04/20/2015
Policy Number: 9906-10-98
Policyholder: COMMERCE BANCSHARES, INC. AND ALL SUBSIDIARIES, DIVISIONS, AND AFFILIATED COMPANIES THAT NOW EXIST OR HEREAFTER MAY BE CONSTITUTED
Policy Period: 04/20/2015 to 04/20/2018
Name of Company: FEDERAL INSURANCE COMPANY
Issue Date: 3/31/2015

It is agreed that the Policy is amended as follows:

Section C Payment of the Beneficiary Provision in the General Provisions is deleted and replaced with the following:

The Benefit Amount for Loss of Life will be paid to the beneficiary designated by You. This choice must be in writing and filed with the Policyholder. Any Benefit Amount payable due to the Loss of Life of a Dependent Child will be paid to You, absent any beneficiary designation by the Dependent Child. All other Benefit Amounts are paid to You, unless otherwise directed by You, or Your designee.

If You have not chosen a beneficiary under Our Policy, We will pay the Loss of Life Benefit Amount to the beneficiary named by You on the Group Life Policy issued to the Policyholder and in effect on the date of Your Loss of Life. If You have not chosen a beneficiary under the Group Life Policy or are not insured under the Group Life Policy; or if the beneficiary is not alive when You die, We will pay to the first surviving party in the following order:

a) Your Spouse or Domestic Partner;
b) in equal shares to Your surviving children;
c) in equal shares to Your surviving parents;
d) in equal shares to Your surviving brothers and sisters;
e) Your estate.

If You have named multiple beneficiaries and one or more dies before You have, their share of the payment will be redistributed proportionately among the surviving beneficiaries.

All other terms and conditions of the policy remain unchanged.
Residents of this state who purchase life insurance, annuities or health insurance should know that the insurance companies licensed in this state to write these types of insurance are members of the Missouri Life and Health Insurance Guaranty Association. The purpose of this association is to assure that policyholders will be protected, within limits, in the unlikely event that a member insurer becomes financially unable to meet its obligations. If this should happen, the guaranty association will assess its other member insurance companies for the money to pay the claims of insured persons who live in this state and, in some cases, to keep coverage in force. The valuable extra protection provided by these insurers through the guaranty association is not unlimited, however. And, as noted in the box below, this protection is not a substitute for consumers’ care in selecting companies that are well-managed and financially stable.

The Missouri Life and Health Insurance Guaranty Association may not provide coverage for this policy. If coverage is provided, it may be subject to substantial limitations or exclusions, and require continued residency in Missouri. You should not rely on coverage by the Missouri Life and Health Insurance Guaranty Association in selecting an insurance company or in selecting an insurance policy. Coverage is NOT provided for your policy or any portion of it that is not guaranteed by the insurer or for which you have assumed the risk, such as a variable contract sold by prospectus. Insurance companies or their insurance producers are required by law to give or send you this notice. However, insurance companies and their insurance producers are prohibited by law from using the existence of the guaranty association to induce you to purchase any kind of insurance policy. YOU MAY CONTACT EITHER THE ASSOCIATION OR THE MISSOURI DEPARTMENT OF INSURANCE AT THE FOLLOWING ADDRESSES SHOULD YOU HAVE ANY QUESTIONS REGARDING THIS NOTICE.

The Missouri Life and Health Insurance Guaranty Association
994 Diamond Ridge, Suite 102
Jefferson City, MO 65109

Missouri Department of Insurance
PO Box 690
Jefferson City, MO 65102-0690

The state law that provides for this safety-net coverage is called the Missouri Life and Health Insurance Guaranty Association Act. On the next page is a brief summary of this law's coverages, exclusions and limits. This summary does not cover all provisions of the law; nor does it in any way change anyone's rights or obligations under the Act or the rights or obligations of the guaranty association.

Generally, persons will be covered if they live in this state, and hold a life or health insurance contract or annuity, or a certificate under a group policy or contract. However, not all individuals with a right to recover under life or health insurance policies or annuities are protected by the Act. A person is not protected when-

1. The person is eligible for protection under the laws of another state;
2. The person purchased the insurance from a company that was not authorized to do business in this state;
3. The policy is issued by an organization which is not a member insurer of the association; or
4. The person does not live in this state, except under limited circumstances.
Additionally, the Association may not provide coverage for the entire amount a person expects to receive from the policy. The Association does not provide coverage for any portion of the policy where the person has assumed the risk, for any policy of reinsurance (unless an assumption certificate was issued), for interest rates that exceed a specified average rate, for employers' plans that are self-funded, for parts of plans that provide dividends or credits in connection with the administration of policy, or for unallocated annuity contracts (which are generally issued to pension plan trustees). The Act also limits the amount the Association is obligated to pay persons on various policies. The Association does not pay more than the amount of the contractual obligation of the insurance company. The Association does not have to pay more than three hundred thousand dollars ($300,000) in death benefits for any one life regardless of the number of policies that insure that life. The Association does not have to pay amounts over one hundred thousand dollars ($100,000) in cash surrender or withdrawal benefits on one life regardless of the number of policies insuring that individual. For health insurance benefits, the Association is not obligated to pay over: (i) one hundred thousand dollars ($100,000) of coverages other than disability insurance or basic hospital, medical and surgical insurance or major medical insurance or long-term care insurance, including net cash surrender and withdrawal values; (ii) three hundred thousand dollars ($300,000) for disability insurance and three hundred thousand dollars ($300,000) for long-term care insurance; (iii) five hundred thousand dollars ($500,000) for basic hospital, medical and surgical insurance or major medical insurance. On an annuity contract, the Association is not liable for over two hundred fifty thousand dollars ($250,000) in present value of annuity benefits, including net cash surrender and net cash withdrawal values. With respect to each payee of a structured settlement annuity, or beneficiary or beneficiaries of the payee if deceased, two hundred fifty thousand dollars ($250,000) in present value annuity benefits, in the aggregate, including net cash surrender and net cash withdrawal values, if any. Finally, the Association is never obligated to pay more than a total of three hundred thousand dollars ($300,000) for any one insured for any combination of insurance benefits, except with respect to benefits for basic hospital, medical and surgical insurance and major medical insurance, in which case the aggregate liability of the association shall not exceed five hundred thousand dollars ($500,000) with respect to any one individual. With respect to one owner of multiple nongroup policies of life insurance, whether the policy owner is an individual, firm, corporation or other person and whether the person insured are officers, managers, employees or other persons, the liability of the association will not be obligated to pay more than five million dollars ($5,000,000) regardless of the number of policies and contracts held by the owner.
Chubb Respects Privacy

This notice describes what we do with your personal information. We do not sell customer information to anyone. We do not share customer information with anyone for the purpose of marketing their products to you but we may share with other financial institutions if permitted by a joint marketing agreement. To protect your personal information from unauthorized access and use, we use security measures that comply with state and federal law. We engage in limited information sharing and, as a result, are not required to offer the options to limit sharing that are typically offered by companies that engage in more extensive information sharing practices.

How?

Financial 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?

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

- Social Security number and medical information
- Transaction history and payment history
- Credit-based insurance scores and insurance claim history

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

Why?

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

<table>
<thead>
<tr>
<th>Reasons we can share your personal information</th>
<th>Does Chubb share?</th>
<th>Can you limit this sharing?</th>
</tr>
</thead>
<tbody>
<tr>
<td>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</td>
<td>Yes</td>
<td>Not applicable</td>
</tr>
<tr>
<td>For our marketing purposes - to offer our products and services to you</td>
<td>Yes</td>
<td>Not applicable</td>
</tr>
<tr>
<td>For joint marketing with other financial companies</td>
<td>Yes</td>
<td>Not applicable</td>
</tr>
<tr>
<td>For our affiliates' everyday business purposes - information about your transactions and experiences</td>
<td>Yes</td>
<td>Not applicable</td>
</tr>
<tr>
<td>For our affiliates' everyday business purposes - information about your creditworthiness</td>
<td>No</td>
<td>We don't share</td>
</tr>
<tr>
<td>For our affiliates to market to you</td>
<td>No</td>
<td>We don't share</td>
</tr>
<tr>
<td>For nonaffiliates to market to you</td>
<td>No</td>
<td>We don't share</td>
</tr>
<tr>
<td><strong>Who is providing this notice?</strong></td>
<td>The Chubb Group of Insurance Companies, which is the marketing name used to refer to certain subsidiaries of The Chubb Corporation. A list of the Chubb companies covered by this notice is located at the end of this document.</td>
<td></td>
</tr>
<tr>
<td><strong>How does Chubb protect my personal information?</strong></td>
<td>To protect your personal information from unauthorized access and use, we use security measures that comply with state and federal law. These measures include computer safeguards and secured files and buildings.</td>
<td></td>
</tr>
<tr>
<td><strong>How does Chubb collect my personal information?</strong></td>
<td>We collect your personal information, for example, when you • apply for insurance or pay insurance premiums • file an insurance claim or give us your contact information • provide account information We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</td>
<td></td>
</tr>
<tr>
<td><strong>Why can’t I limit all sharing?</strong></td>
<td>Federal law gives you the right to limit only: • sharing for affiliates’ everyday business purposes - information about your creditworthiness • affiliates from using your information to market to you • sharing for nonaffiliates to market to you State laws may give you additional rights to limit sharing. See below for more on your rights under state law.</td>
<td></td>
</tr>
<tr>
<td><strong>Affiliates</strong></td>
<td>Companies related by common ownership or control. They can be financial and nonfinancial companies. • Our affiliates include companies with a Chubb name and financial companies such as Federal Insurance Company and Great Northern Insurance Company.</td>
<td></td>
</tr>
<tr>
<td><strong>Nonaffiliates</strong></td>
<td>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</td>
<td></td>
</tr>
<tr>
<td><strong>Joint marketing</strong></td>
<td>A formal agreement between nonaffiliated financial companies that together market financial products or services to you.</td>
<td></td>
</tr>
<tr>
<td><strong>Questions and other important information</strong></td>
<td>State law may give you additional rights with regard to your personal information, such as the right to access and correct information we have about you. Please see your policy for a description of such rights, or contact us by sending an email to <a href="mailto:privacyinquiries@chubb.com">privacyinquiries@chubb.com</a>, calling 1-908-903-2000 or mailing to Privacy Inquiries, Chubb Group of Insurance Companies, 15 Mountain View Road, Warren NJ 07059.</td>
<td></td>
</tr>
</tbody>
</table>