

# Sterling & Sterling, Inc. D/B/A SterlingRisk

Business Travel Accidental Death & Dismemberment Insurance • GTU 4888910

Covered Subsidiaries or Affiliated Companies:

- Professional Design Insurance Management Corporation ("PDI")
- PDI, a Division of SterlingRisk
- Coalition of Restaurants and Fine Dining Establishments Inc. (CRAFDE)

The following is a brief description of the Business Travel Accidental Death and Dismemberment Plan. The benefits described are subject to certain limitations and exclusions as described in the policy. For specific definitions of terms used below as well as further details and information about this Plan, please see the policy.

Eligibility		Benefit Amount			
Class I:	All Senior Management and Independent Consultants of the policyholde	er\$1,000,000			
Class II:	All Sales Employees of the policyholder	\$500,000			
Class III:	All other full-time and part-time Employees of the policyholder	\$300,000			
Class IV: All Spouses/Domestic Partners and Dependent Child(ren)					
C	of a primary Insured person	Spouse/Domestic Partner: \$50,000			
		Dependent Child(ren): \$25,000			

#### Reduction of Benefits at Age 70

At age 70, your benefit amount will be reduced based on your previous benefit amount per the following schedule:

Age at Date of Loss	Percent of Benefit Amount
70-74	82.5%
75-79	57.5%
80-84	37%
85 & Over	20%

## Description of Coverage

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24 Hour Accident Protection, While on Business Trip Excluding Corporate Owned or Leased Aircraft, and Substitute Aircraft, Passenger and Crew, H-2

**Applies to Class I, II and III:** This plan offers protection on a worldwide basis, 24 hours a day, 365 days a year against any covered accident incurred while on the **business of the policyholder** during the course of a business trip, including certain accidents while traveling by train, airplane, automobile, or other public and private conveyances, subject to certain limitations (see exclusions/limitations). The benefits provided are payable in addition to any other insurance which may be in effect at the time of the accident.

**Business of the policyholder** means an assignment by or at the direction of the policyholder to further the business of the policyholder. It does not include an accident occurring during usual travel to and from work; bona fide leaves of absence or vacation. It does include a **Personal Deviation** and **Side Trips** of a personal nature.

## 24 Hour Accident Protection, While on a Specified Trip Excluding Corporate Owned or Leased Aircraft, and Substitute Aircraft, Passenger Only, H-3

Applies to Class IV: This plan offers protection against any covered accident incurred during a specified trip to:

While traveling on a business and/or relocation trip\* with an Insured.

\* The trip must be approved by and at the expense of the Policyholder.

Coverage, subject to limitations and exclusions, is provided between: a) the later of the time you leave the place where you normally work or live; and, b) the earlier of the time you return to the place where you normally work or live. This includes certain accidents while traveling by train, airplane, automobile, or other public and private conveyances, subject to certain limitations (see exclusions/limitations). The benefits provided are payable in addition to any other insurance which may be in effect at the time of the accident.

#### Personal Deviation and Side Trip Coverage

You will receive coverage if you undertake a personal deviation, non-business activity while on the business of the policyholder during a business trip; and/or a side trip which is non-business travel of a personal nature that: 1) is incidental to the business trip; 2) would not have been taken if not for the business trip; 3) is taken during the course of the business trip; and 4) is limited to seven (7) days.

## Exposure and Disappearance Coverage

If the conveyance in which you are riding disappears, is wrecked, or sinks, and you are not found within 365 days of the event, we will presume that you lost your life as a result of injury. If travel in such conveyance was covered under the terms of the policy, we will pay your benefit amount, subject to all policy terms.

If you are exposed to weather because of an accident and this results in a loss of life, we will pay your benefit amount, subject to all policy terms and conditions.

## **Benefits Provided**

If you have a covered accident that results in any of the following losses within 365 days of the date of the covered accident, we may pay certain benefit amounts shown to you or your designated beneficiary. If the covered accident results in more than one of these losses, only the loss with the largest benefit will be payable. The amounts are based on the benefit amount shown in the schedule.

Loss of:	Benefit Amount
(1) Life	100% of benefit amount
(2) Both hands or both feet	100% of benefit amount
(3) One hand and one foot	100% of benefit amount
(4) One hand or one foot plus the sight of one eye	100% of benefit amount
(5) Sight of both eyes	100% of benefit amount
(6) Speech and Hearing	100% of benefit amount
(7) Speech or Hearing	50% of benefit amount
(8) One hand, one foot, or sight of one eye	50% of benefit amount
(9) Thumb and index finger of the same hand	25% of benefit amount
(10) Hearing in one ear	
Plegia	Benefit Amount
(1) Quadriplegia (total paralysis of all four Limbs)	100% of benefit amount
(2) Triplegia (total paralysis of three Limbs)	75% of benefit amount
(3) Paraplegia (total paralysis of both lower Limbs)	66 2/3% of benefit amount

- (4) Hemiplegia (total paralysis of upper and lower Limbs ....................... 50% of benefit amount on one side of the body)

#### Coma Benefit

If you sustain a covered injury within 365 days of a covered accident and such injury causes you to be in a coma for at least 31 consecutive days, you may receive a monthly benefit equal to 1% of your benefit amount for up to 100 months.

## Additional Benefits through the Plan

#### Carjacking Benefit

If you suffer a covered loss which is payable under the Accidental Death or Accidental Dismemberment and Plegia Benefit as a direct result of an accident that occurs during a carjacking of a private passenger automobile that you were operating, getting into or out of, or riding in as a passenger, we may pay an additional benefit equal to 10% of the applicable benefit amount to a maximum of \$10,000.

#### Day Care Benefit

If you suffer a covered loss of life, and have an eligible covered dependent child enrolled in an accredited child care facility (as defined in the policy) or one who enrolls in such facility within 90 days from the date of loss and is under the age of 13, an additional benefit equal to the lesser of the actual cost of the child care or 3% of the benefit amount up to \$5,000 may be paid for four consecutive years. If, at the time of the Accident there are no Dependent Child(ren) who qualify for this benefit, we will pay an additional benefit of \$2,000 to the designated beneficiary.

## **Higher Education Benefit**

If you suffer a covered loss of life, and have an eligible covered dependent child(ren), who on the date of the accident, is enrolled as a full-time student in an institution of higher learning or is at the 12<sup>th</sup> grade level and enrolls in an institution of higher learning within one year from the date of the accident, an additional benefit of 10% of your benefit amount to a maximum of \$10,000 per year may be paid for each such covered child for up to four (4) consecutive years. If, at the time of the Accident there are no Dependent Child(ren) who qualify for this benefit, we will pay an additional benefit of \$1,000 to the designated beneficiary.

### Home Alteration and Vehicle Modification Benefit

If you suffer an injury and receive a benefit under the Accidental Dismemberment and Plegia Benefit of the policy, you may be entitled to an additional benefit equal to the lesser of 10% of your benefit amount to a maximum of \$25,000 for the one-time cost of alterations to your primary residence to make it wheelchair accessible and habitable; and the one-time cost of modifications necessary to your motor vehicle to make the vehicle accessible or drivable. You will be entitled to this benefit provided: 1) that you are required to use a wheelchair to be ambulatory on a permanent basis; and 2) the injury that caused the payment of the Accidental Dismemberment and Plegia Benefit is the same injury that requires you to need the wheelchair.

#### Rehabilitation Benefit

If you suffer an injury which causes you to receive an Accidental Dismemberment and Plegia Benefit under the policy, you may be entitled to receive an additional benefit for the Reasonable and Customary expenses actually incurred for a prescribed Rehabilitation Training program by a licensed physician that is required due to your injury which will prepare you for an occupation which you would not have engaged in except for the injury in an amount equal to the lesser of the actual expenses that are incurred within two years from the date of your covered accident for the Rehabilitation Training; \$25,000; or 10% of your benefit amount.

#### Seat Belt Benefit

If you suffer a loss of life in a covered automobile accident while wearing a factory installed or manufactured authorized seat belt, an additional benefit equal to 10% of your benefit amount to a maximum of \$50,000 may be paid. Verification of your actual use of the seat belt or lap and shoulder restraints is required as follows: 1) in the official law enforcement report of the accident, through certification by the investigating officers; or 2) by other reasonable proof, acceptable to us.

#### Air Bag Benefit

An additional benefit equal to 5% of your benefit amount to a maximum of \$5,000 may be paid if you were driving or riding in a private passenger automobile with a manufacturer equipped air bag, provided your seat belt or lap and shoulder restraint was

properly fastened at the time of the accident. The proper functioning and/or deployment of the air bag must be certified in the official law enforcement report of the accident, through certification by the investigating officers or by other reasonable proof, acceptable to us.

#### Therapeutic Counseling Benefit

If you suffer a covered injury which requires Therapeutic Counseling by a licensed therapist or counselor who is registered or certified to provide psychological treatment or counseling, we may reimburse the charges for such counseling up to a maximum of \$2,500, for your incurred expense, provided: 1) all terms and conditions of the policy are met; 2) Therapeutic Counseling begins within ninety (90) days of the covered accident; and 3) Therapeutic Counseling must be received within one (1) year from the date of the covered loss.

#### Travel Assistance Plan

A comprehensive travel assistance program offering you benefits and services when traveling 100 miles or more from your principal residence. Coverage includes the following benefits:

	Maximum		Maximum
	Benefit Amount		<b>Benefit Amount</b>
Medical Evacuation:	Unlimited	Visit to Hospital:	Unlimited
Medical Repatriation:	Unlimited	Return of Child (per child):	Unlimited
Non-Medical Repatriation:	Unlimited	(per attendant):	Unlimited
Return of Remains:	Unlimited	Return of Companion:	Unlimited

You can access Zurich Travel Assist® services by calling, toll-free, 1-800-263-0261 and referencing policy number GTU 4888910 or logging on to their web site at www.zurichtravelassist.com.

## To File a Claim

Contact Zurich American Insurance Company at 1-866-841-4771 for a claim form. Complete the form and send it to the Claims Department, Zurich American Insurance Company, P.O. Box 968041, Schaumburg, IL 60196-8041 within 90 days of the loss. Refer to Plan Number GTU 4888910.

# **Beneficiary Designation**

Benefits for your loss of life will be payable to the beneficiary or beneficiaries designated in writing by you and on file with the policyholder; otherwise the beneficiary or beneficiaries designated under the Group Life insurance policy issued to the policyholder, otherwise, we will pay the benefit to your estate.

All other indemnities shall be payable to you.

## Payment for a Foreign National Employee

If you are a citizen of a country or other jurisdiction other than the United States of America and are entitled to benefits for a covered loss and we are unable to make payment directly to you because of legal restrictions in the country or jurisdiction where you are located, we will either: (1) pay the benefits to a bank account owned by you in the United States of America; or (2) if no such bank account is established or maintained, we will pay the benefits to the policyholder on your behalf. It will then be the responsibility of the policyholder to remit the benefit to you.

## **General Exclusions**

A loss shall not be a covered loss if it is caused by, contributed to, or resulted from:

- 1. suicide, attempted suicide or intentionally self-inflicted Injury;
- 2. war or any act of war, whether declared or undeclared;
- 3. involvement in any type of active military service;
- **4.** illness or disease, regardless of how contracted; medical or surgical treatment of illness or disease; or complications following the surgical treatment of illness or disease; except for Accidental ingestion of contaminated foods, and except for an infection as a result of a Covered Accident;

- **5.** participation in a felony, riot or insurrection;
- **6.** aviation, other than as a fare-paying passenger on a scheduled or charter flight operated by a scheduled airline, or to the extent stated in the Coverage Section;
- 7. Your being intoxicated or under the influence of any narcotic unless administered on the advice of a physician.

## **Hazard Exclusions**

The following exclusions pertain to Hazard H-2 and Hazard H-3.

Coverage is not provided:

- **A.** If you are the pilot, operator, member of the crew or cabin attendant of any aircraft.
- **B.** Unless we have previously consented in writing to the use, coverage is not provided for any loss, caused by, contributed to, resulting from riding in or on, boarding, or getting off:
  - 1. any aircraft other than those expressly stated in this Coverage;
  - 2. any aircraft owned or controlled by, or under lease to the policyholder;
  - 3. any aircraft owned or controlled by, or under lease to an insured;
  - **4.** any aircraft operated by the policyholder or one of the policyholder's employees;
  - 5. any aircraft while it is being used for one or more of the following specialized aviation activities: acrobatic or stunt flying, aerial photography, banner towing, bird or fowl herding, crop dusting, crop seeding, crop spraying, hang gliding, endurance tests, exploration, fire fighting, flight on a rocket-propelled or rocket launched aircraft, flight which requires a special permit or waiver from the authority having jurisdiction over civil aviation, even though granted, hunting, parachuting or skydiving, pipe line inspection, power line inspection, racing, skywriting, or test or experimental purpose;
  - **6.** any conveyance used for tests or experimental purposes, or in a race or speed test.
- **C. Applies to Class I:** For an assignment by the policyholder or relocation that exceeds three hundred sixty-five (365) days in duration. Note: If an assignment exceeds three hundred sixty-five (365) days in duration, the location of the assignment will be considered the place of permanent assignment, and you will then have coverage when traveling elsewhere on the **Business of the Policyholder**.
- **D. Applies to Class IV:** For travel or activities by you, which deviate from the requirements for making the specified trip, or travel that is an extension of the specified trip. This does not include a **Personal Deviation** and **Side Trips** of a personal nature.

#### **General Limitations**

**Limitation on Multiple Covered Losses**. If you suffer more than one loss as a result of the same accident, we will pay only one benefit, the largest benefit.

**Limitation on Multiple Benefits**. If you can recover benefits under more than one of the following benefits: Accidental Death Benefit, Accidental Dismemberment and Plegia Benefit, Coma Benefit, as a result of the same accident, the most we will pay for these benefits in total is your benefit amount.

**Limitation on Multiple Hazards**. If you suffer a covered loss that is covered under more than one Hazard, we will pay only one benefit, the largest benefit.

# Aggregate Limit of Liability

The **Aggregate Limit of Liability** per covered accident is \$5,000,000.

Aggregate Limit of Liability means the total benefits we will pay for a covered accident or covered accidents set forth in the Schedule or Coverages section of the policy. For purposes of the Aggregate Limit of Liability provision, covered accident or covered accidents will include a covered loss or covered losses arising out of a single event or related events or originating cause and includes a resulting covered loss or covered losses. If the total benefits under the Aggregate Limit of Liability is not enough to pay full benefits to each Insured, We will pay each one a reduced benefit based upon the proportion that the Aggregate Limit of Liability bears to the total benefits which would otherwise be paid.

## **Important**

This is a brief description of the coverage provided through the business travel Accidental Death & Dismemberment plan. If any conflict should arise between the contents of this handout and the master policy or if any point is not covered herein, the terms of the master policy shall govern in all cases.

#### Sanctions Exclusion Endorsement

Notwithstanding any other terms under the policy, we shall not provide coverage nor will we make any payments or provide any service or benefit to any insured, beneficiary, or third party who may have any rights under the policy to the extent that such coverage, payment, service, benefit, or any business or activity of the insured would violate any applicable trade or economic sanctions law or regulation.

The term policy may be comprised of common policy terms and conditions, the declarations, notices, schedule, coverage parts, insuring agreement, application, enrollment form, and endorsements or riders, if any, for each coverage provided. Policy may also be referred to as contract or agreement.

We may be referred to as insurer, underwriter, we, us, and our, or as otherwise defined in the policy, and shall mean the company providing the coverage.

Insured may be referred to as policyholder, named insured, covered person, additional insured or claimant, or as otherwise defined in the policy, and shall mean the party, person or entity having defined rights under the policy.

These definitions may be found in various parts of the policy and any applicable riders or endorsements.

## ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED

Zurich

1299 Zurich Way, Schaumburg, Illinois 60196-1056 800-382-2150 <u>www.zurichna.com</u>

The terms and conditions of the Plan described in this brief summary are governed by the individual Plan document that contains the complete terms. In the event of any discrepancy between the information in this brief summary and the Plan document, the Plan document shall govern.

Insurance coverages underwritten by member companies of Zurich in North America, including Zurich American Insurance Company. Certain coverages not available in all states. Some coverages may be written on a nonadmitted basis through licensed surplus lines brokers.

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