

# Business Travel Accident INSURANCE PROGRAM Issued by FEDERAL INSURANCE COMPANY FOR ADOBE SYSTEMS INCORPORATED

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 this policy. Defined terms include the plural.

Throughout this policy the words "We", "Us" and "Our" refer to the Company providing this insurance.

Please Read This Policy Carefully

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BTA5001	

# Insuring Agreement

#### Section I

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

Policyholder's Name and Address: ADOBE SYSTEMS INCORPORATED 345 PARK AVENUE

SAN JOSE, CA 95110 Policy Number: 9906-44-73

Effective Date: 01/01/2016 Anniversary Date: January 1 Issued by the stock insurance company

indicated below:

FEDERAL INSURANCE COMPANY

Incorporated under the laws of

INDIANA

BTA5002

# Section II Policy Period and Company

# **Policy Period**

From: 01/01/2016

To: 01/01/2019

12:01 A.M. standard time at the **Policyholder's** address shown in Section I of the Insuring Agreement.

This insurance is provided by the **Company** in consideration of payment of the required premium.

The insurance under this policy begins on the Effective Date shown in Section I of the Insuring Agreement. The insurance under this policy ends on the last day of the Policy Period shown in Section II of the Insuring Agreement.

The **Policyholder's** acceptance of this policy terminates any prior policy of the same policy number, effective with the inception of this policy.

#### Company

The Company issuing this policy has caused this policy to be signed by it's authorized officers, but this policy shall not be valid unless also signed by a duly authorized representative of the Company.

FEDERAL INSURANCE COMPANY (Incorporated under the laws of INDIANA)

Carl J. Kump

Maureen a. Brundage Secretary

Authorized Representative

# **Premium Summary**

# Section I - Premium Due Date

01/01/2016

# **Section II - Premium Payment**

The **Policyholder** shown in Section I of the Insuring Agreement is responsible for the collection and remittance of all required premiums. Premiums are calculated and payable as follows:

**Business Travel Accident** 

Amount Due:

\$112,605, payable in three annual installments of \$37,535

War Risk premium is included in the policy premium and is not subject to audit.

Any premiums shown as subject to adjustment will be adjusted as stated in the Premium Provisions under Section VIII - General Provisions of the Contract.

#### Schedule of Benefits

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

#### Policyholder's Name:

ADOBE SYSTEMS INCORPORATED

Issued by the stock insurance company indicated below:

## FEDERAL INSURANCE COMPANY

Incorporated under the laws of INDIANA

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# Section I - Insured Persons

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

Class	Description
1	All regular employees and all interns of the Policyholder.
2	All Guests of the Policyholder.
3	The Spouse or Domestic Partner of a Primary Insured Person.
4	The Dependent Child of a Primary Insured Person.

### BTA6002

Close

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

BTA6004

# Section II - Qualification Period

For **Insured Persons** in an eligible **Class** on the Effective Date: none For **Insured Persons** entering an eligible **Class** after the Effective Date: none

# Section III - Hazards

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

Class	Hazard(s)
1	24 Hour Business Travel, Extraordinary Commutation, Felonious Assault, Bomb
2	Covered Activities
3	Business Travel Family

4 **Business Travel Family**If, subject to all the terms and conditions of this policy an **Insured Person** has 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**.

BTA6010 (Ed. 7/06)

# Section IV - Benefits

# A) Principal Sum

The following are Principal Sums for each Class:

Class	Hazard	Principal Sum
1	24 Hour Business Travel	Three (3) times <b>Salary</b> subject to a Maximum of \$500,000
1	Extraordinary Commutation	Three (3) times <b>Salary</b> subject to a Maximum of \$500,000
1	Felonious Assault	Three (3) times <b>Salary</b> subject to a Maximum of \$500,000
1	Bomb	Three (3) times <b>Salary</b> subject to a Maximum of \$500,000
2	Covered Activities	\$25,000
3	Business Travel Family	\$25,000
4	Business Travel Family	\$10,000

# 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

Accidental:	Benefit Amounts (Percentage of Principal Sum)		
Loss of Life	100%		
Loss of Speech and Loss of Hearing	100%		
Loss of Speech and one of Loss of Hand, Loss of Foot or Loss of Sight	i .		
of One Eye	100%		
Loss of Hearing and one of Loss of Hand, Loss of Foot or Loss of Sigh	nt		
of One Eye	100%		
Loss of Hands (Both), Loss of Feet (Both), Loss of Sight or a combination	on		
of any two of Loss of Hand, Loss of Foot or Loss of Sight of One Eye	100%		
Quadriplegia	100%		
Paraplegia	75%		
Hemiplegia	50%		
Loss of Hand, Loss of Foot or Loss of Sight of One Eye			
(Any one of each)	50%		
Loss of Speech or Loss of Hearing	50%		
Uniplegia	25%		
Loss of Thumb and Index Finger of the same hand	25%		
This <b>Benefit Amount</b> is subject to Section IV - Maximum Payment for Multiple Losses and Multiple			

This Benefit Amount is subject to Section IV - Maximum Payment for Multiple Losses and Multiple Benefits, of the Contract. BTA6016

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

BTA6018

# C) Additional Benefits

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

# Cariacking

#### Class 1

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

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

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

# 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

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

BTA6032

#### 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

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

BTA6050

# **Medical Evacuation and Repatriation**

#### Class 1

Maximum Benefit Amount \$250,000

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

Family Travel Expense

(Maximum Per Day) \$100

(Maximum Number of Days) 5

Benefit Amount (Evacuation Expenses) \$100,000

#### Class 2

Maximum Benefit Amount \$250,000

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

Family Travel Expense

(Maximum Per Day) \$100

(Maximum Number of Days) 5

Benefit Amount (Evacuation Expenses) \$100,000

#### Class 3

Maximum Benefit Amount \$250,000

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

**Family Travel Expense** 

(Maximum Per Day) \$100

(Maximum Number of Days) 5

Benefit Amount (Evacuation Expenses) \$100,000

#### Class 4

Maximum Benefit Amount \$250,000

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

**Family Travel Expense** 

(Maximum Per Day) \$100

(Maximum Number of Days) 5

Benefit Amount (Evacuation Expenses) \$100,000

The **Benefit Amounts** shown above for Hospital Admission Guaranty, Evacuation Expenses 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 Contract.

BTA6056 (Ed. 7/06)

# **Psychological Therapy**

Class 1

Benefit Amount 5% of the Principal Sum up to a maximum of \$25,000

Class 2

**Benefit Amount** 5% of the **Principal Sum** up to a maximum of \$25,000

Class 3

Benefit Amount 5% of the Principal Sum up to a maximum of \$25,000

Class 4

**Benefit Amount** 5% 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 Contract.

BTA6072

#### Rehabilitation Expense

Class 1

**Benefit Amount** 5% of the **Principal Sum** up to a maximum of \$25,000

Class 2

**Benefit Amount** 5% of the **Principal Sum** up to a maximum of \$25,000

Class 3

**Benefit Amount** 5% of the **Principal Sum** up to a maximum of \$25,000

Class 4

**Benefit Amount** 5% 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 Contract.

#### **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 SeatBelt 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 SeatBelt 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 SeatBelt 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 Contract.

BTA6080

# Section V - Aggregate Limit of Insurance

\$5,000,000 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**.

#### BTA6088

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 this policy, to which a **Dependent** of a **Primary Insured Person** may be exposed while traveling in connection with the **Primary Insured Person's 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.**

BTA5514

# **Extraordinary Commutation Hazard**

Extraordinary Commutation Hazard means all circumstances, subject to the terms and conditions of this policy, arising from and occurring during Commutation by a Primary Insured Person 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 such Primary Insured Person 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.

BTA 5506

#### **Bomb Hazard**

Bomb Hazard means all circumstances, subject to the terms and conditions of this policy, arising from and occurring if the Primary Insured Person suffers an Accident, Accidental Bodily Injury or Loss caused by or resulting from a Bomb Scare, Bomb Search or Bomb Explosion while the Primary Insured Person is on the premises of the Policyholder.

#### 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 a **Primary Insured Person** while such **Primary Insured Person** is performing the duties of his or her regular occupation on behalf of the **Policyholder** on the **Policyholder**'s premises.

#### Limitation on Felonious Assault

Insurance under this Felonious Assault Hazard does not apply to a Primary Insured Person, if that Primary Insured Person commits the Felonious Assault.

BTA5526CA

## 24 Hour Rusiness Travel Hazard

24 Hour Business Travel Hazard means all circumstances, subject to the terms and conditions of this policy, arising from and occurring while the **Primary Insured Person** is 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 the Primary Insured Person's residence or regular place of employment, whichever occurs last. Insurance under this 24 Hour Business Travel Hazard ends immediately upon return to the Primary Insured Person's 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.

BTA5528

# Covered Activity Hazard

Covered Activity Hazard means all circumstances, subject to the terms and conditions of this policy, arising from and occurring while a **Primary Insured Person** is participating in **Covered Activity**.

Covered Activity means all those activities set forth below for which a **Primary Insured Person** is insured under this policy.

#### **Covered Activity:**

While at, traveling to, traveling from and participating in annual awards trips scheduled and sponsored by the Policyholder.

#### Contract

## Section I - Insurance

Subject to all the terms and conditions of this 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 an **Insured Person** is insured under this policy, while it is in force. The covered **Loss** must occur within one (1) year after the **Accident**.

BTA 5010

# Carjacking

We will pay the Benefit Amount for Carjacking, shown in Section IV-C of the Schedule of Benefits, if an Insured Person suffers 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 this policy.

BTA5016

## Coma

We will pay the **Benefit Amount** for **Coma**, shown in Section IV-C of the Schedule of Benefits, if **Accidental Bodily Injury** causes an **Insured Person** to:

- 1) lapse into a **Coma** within ninety (90) days after the **Accident**;
- 2) remain in a Coma for thirty (30) consecutive days; and
- 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 ninety (90) days following the Accident.

The **Benefit Amount** for **Coma** will be the percentage of the **Insured Person's 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:

- the Insured Person dies;
- 2) the Insured Person is no longer in a Coma; or
- total payments equal the Maximum Benefit Amount for Coma, shown in Section IV-C of the Schedule of Benefits.

If an **Insured Person** dies within 365 days after the **Accident**, then **We** will pay a lump sum equal to the **Insured Person's 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 an Insured Person 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:

- a Physician certifies that the Home Alteration or Vehicle Modification is needed to accommodate
  a physical disability of an Insured Person;
- 2) the Home Alteration or Vehicle Modification is made by people experienced in such Home Alteration or Vehicle Modification:
- 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 this 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.

BTA 5040

# Medical Evacuation and Repatriation

If an Insured Person's Accidental Bodily Injury, disease or illness occurs while insured under a Hazard and requires the Medical Evacuation or Repatriation of the Insured Person while the Insured Person is 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 this policy.

This insurance applies only if the covered trip:

- 1) is more than 100 miles from the **Insured Person's** primary residence; and
- 2) lasts no more than 365 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 the Insured Person's medical condition. The Medical Evacuation or Repatriation must be approved and arranged by Our Assistance Services Administrator.

If an Insured Person's Accidental Bodily Injury, disease or illness occurs during an insured Hazard and requires Emergency Medical Treatment while the Insured Person is 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. The Assistance Services Administrator must approve the Hospital Admission Guaranty.

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

1) the Insured Person is confined to a Hospital; and

- the Hospital is at least seventy-five (75) miles from the Insured Person's permanent residence;
- 3) all transportation arrangements for an Immediate Family Member are made by Our Assistance Services Administrator and are by the most direct and economical route.

If an **Insured Person's Accidental Bodily Injury**, disease or illness occurs during an insured **Hazard** and requires a **Hospital** stay for more than five (5) day(s) while the **Insured Person** is on a covered trip, then **We** will pay for an accompanying **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, Evacuation Expenses 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.

#### **Political Evacuation**

If an **Insured Person**, who resides in the United States, is on a covered trip; while insured under a **Hazard**; and the United States Department of State issues a **Travel Warning**, for the country where the **Insured Person** is traveling, then **We** will reimburse **Evacuation Expenses** up to the **Benefit Amount** for **Evacuation Expenses**, shown in Section IV-C of the Schedule of Benefits. All arrangements must be approved and arranged by **Our Assistance Services Administrator** and shall be by the most direct and economical route. This benefit does not apply to an **Insured Person** traveling to Iraq, Afghanistan or Somalia. BTA5046 (Ed. 7/06)

# **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 an Insured Person to suffer a covered Loss resulting in a Physician's determination that Psychological Therapy is required for:

- such Insured Person; or
- a Dependent .

The **Benefit Amount** for **Psychological Therapy Expense** is payable on an excess basis. **We** will determine the charge for the **Psychological Therapy Expense**. **We** will then reduce that amount by amounts already paid or payable by any **Other Plan**. **We** will pay the resulting **Benefit Amount**, but in no event will **We** pay more than the **Benefit Amount** for **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
- in addition to any other applicable Benefit Amounts under this policy.

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

- 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 for Rehabilitation Expense, shown in Section IV-C of the Schedule of Benefits, if Accidental Bodily Injury causes an Insured Person to suffer a covered Loss which:

- prevents an Insured Person from performing all the duties of such Insured Person's regular occupation; and
- requires such Insured Person to obtain Rehabilitation, as determined by a Physician approved by Us.

The **Benefit Amount** for **Rehabilitation Expense** is payable on an excess basis. **We** will determine the charge for the **Rehabilitation Expense**. **We** will then reduce that amount by amounts already paid or payable by any **Other Plan**. **We** will pay the resulting **Benefit Amount**, but in no event will **We** pay more than the **Benefit Amount** for **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 this 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:

- the total Rehabilitation Expense Benefit Amount, shown in Section IV-C of the Schedule of Benefits, has been paid; or
- two (2) years have elapsed from the date of the Accidental Bodily Injury.

BTA 5066

# 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 an **Insured Person** suffers an **Accidental Bodily Injury** resulting in a covered **Loss of Life** while such **Insured Person** is 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 an **Insured Person** was 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 an **Insured Person** suffers an **Accidental Bodily Injury** as set forth above and such **Insured Person** is 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** be paid if an **Insured Person** is 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 this 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

# Section II - Eligibility, Effective Date and Termination

#### Eligibility

A person becomes insured under this policy if:

- such person is a member of an eligible Class of Insured Persons as shown in Section I of the Schedule of Benefits;
- such person has completed any required Qualification Period as shown in Section II of the Schedule of Benefits; and
- the required premium for such person has been paid.

BTA 5080

#### Effective Date of Insurance for an Insured Person

Insurance for an Insured Person becomes effective on the latest of:

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

BTA5082

#### Termination of Insurance for an Insured Person

Insurance for an Insured Person automatically terminates on the earliest of:

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

BTA5084

# Section III - Extensions Of Insurance

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

## Disappearance

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

BTA5088

#### Exposure

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

If, subject to all the terms and conditions of this policy, an **Insured Person** suffers 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**. BTA5092

# Section V - Territory

This insurance applies worldwide.

BTA5094

#### Section VI - General Exclusions

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

# 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, an **Insured Person** being in, 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 lifethreatening emergency.

BTA5098 (Ed. 7/06)

#### Disease or Illness

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

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

BTA5102 (Ed. 7/06)

#### Incarceration

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

BTA 5106

#### 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, an **Insured Person** 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.

BTA5116

# **Specialized Aviation**

This insurance does not apply to any **Accident, Accidental Bodily Injury** or **Loss** caused by or resulting from, directly or indirectly, an **Insured Person** traveling or flying on any aircraft engaged in **Specialized Aviation Activities**.

BTA5118

# 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, an **Insured Person's** suicide, attempted suicide or intentionally self-inflicted injury.

BTA5120

#### Trade Sanctions

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

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

BTA5122

#### 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**.

BTA 5126

#### Section VII - Definitions

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

# Accident or Accidental

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

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

#### BTA5600

# Accidental Bodily Injury

Accidental Bodily Injury means bodily injury, which:

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

Accidental Bodily Injury does not mean a Repetitive Motion Injury. BTA5602 (Ed. 7/06)

# Assistance Services Administrator

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

BTA5610

#### Benefit Amount

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

- at the time of an Accident:
- to an Insured Person: and
- for the applicable Hazard.

#### BTA5612

#### **Bomb**

**Bomb** means any real or dummy explosive device designed and constructed as such, placed on the premises of the **Policyholder** with intent to cause injury, damage or fright.

#### Bomb Explosion

**Bomb Explosion** means any detonation of a **Bomb** on the premises of the **Policyholder** whether or not the presence of the **Bomb** was reported in advance.

BTA5616

# Bomb Scare

Bomb Scare means any report of the presence of a Bomb on the premises of the Policyholder. BTA 5617

# Bomb Search

Bomb Search means any organized attempt to find a reported Bomb on the premises of the Policyholder. BTA 5618

# Business Travel

Business Travel means travel by a Primary Insured Person that is :

- 1) away from such Primary Insured Person's 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 365 days or less.

Business Travel does not include Commutation. Business Travel includes Personal Excursion. BTA5622 (Ed. 7/06)

# Carjacking

Carjacking means the unlawful forced removal or detention of an Insured Person 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.

BTA 5626

# Class

Class means the categories of Insured Persons described in Section I of the Schedule of Benefits. BTA5628

#### Coma

**Coma** means a profound state of unconsciousness, as determined by a **Physician** according to the Glasgow Coma Scale, from which an **Insured Person** cannot be aroused to consciousness even by powerful stimulation. BTA5632

#### Commission

**Commission** means the actual commission paid by the **Policyholder** during the twelve (12) months immediately preceding the date of the **Accident**. During the first twelve (12) months a **Primary Insured Person** is employed the commission will be calculated by multiplying the average monthly commission at the time of the **Accident** by twelve (12).

BTA5640

# Commutation

Commutation means travel between a **Primary Insured Person's** residence and regular place of employment. BTA5646

#### Company

Company means FEDERAL INSURANCE COMPANY. BTA5648

# Conveyance

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

BTA5650

# 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

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

The means of transportation that is best suited to accommodate an **Insured Person**, based on the seriousness of an **Insured Person's** condition, will be used

- medical supplies and services which are:
  - a) ordered or prescribed by an attending Physician; and
  - are, in the opinion of an attending Physician, necessarily incurred in connection with the Medical Evacuation of an Insured Person.
- 2) With respect to **Repatriation, Covered Expenses** means the cost for:
  - 1) Repatriation of an Insured Person; and
  - 2) medical supplies and services which:
    - a) are ordered or prescribed by an attending **Physician**;
    - are, in the opinion of an attending Physician, necessarily incurred in connection with Repatriation of an Insured Person; and
    - are the necessary expenses 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 an **Insured Person** 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 an Insured Person for Accidental Bodily Injury, illness or disease, which occurs while an Insured Person is:

- 1) traveling against the advice of a **Physician**: or
- traveling for the purpose of obtaining medical treatment.

BTA 5654

# Dependent

Dependent means a Dependent Child, Spouse or Domestic Partner of a Primary Insured Person.

# Dependent Child

**Dependent Child** means a **Primary Insured Person's** unmarried child from the moment of birth, including a natural child, grandchild, stepchild or adopted child from the date of placement with a **Primary Insured Person**. The **Dependent Child** must be primarily dependent upon such **Primary Insured Person** for maintenance and support, and must be:

- 1) under the age of nineteen (19);
- 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.

BTA5662

# Domestic Partner

**Domestic Partner** means a person designated by a **Primary Insured Person** 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 the **Primary Insured Person** by blood;
- has exclusively lived with the Primary Insured Person 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 the **Primary Insured Person** at least two (2) of the following financial arrangements:
  - a) a joint mortgage or lease;
  - b) a joint bank account;
  - 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 the **Primary Insured Person** nor the **Domestic Partner** can be married to, nor be in a civil union with anyone else.

BTA5666 (Ed. 7/06)

# **Emergency Medical Treatment**

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

- 1) arises suddenly and unexpectedly; and
- if left untreated could result in Loss of Life, or in serious deterioration of an Insured Person's medical condition

# Evacuation Expenses

#### Evacuation Expenses means:

- the cost for a land, water or air Conveyance, required to transport an Insured Person from the country
  about which the Travel Warning has been issued to the nearest place of safety and the Insured Person's
  domicile or permanent residence; and
- where the Insured Person is unable to return to his domicile or permanent residence, the costs for temporary lodging in the nearest place of safety for up to fourteen (14) days.

All transportation arrangements made for an **Insured Person** will be by the most direct and economical route. All **Evacuation Expenses** must be arranged by and receive the prior approval of **Our Assistance Services Administrator**.

BTA5677

# 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 an Insured Person.

BTA5678

#### Felonious Assault

Felonious Assault means any willful and unlawful use of force by an individual against a **Primary Insured Person** in connection with the commission of, or attempted commission of robbery, theft, kidnapping, hostage taking, **Hijacking/Skyjacking**, assault, murder, manslaughter, riot, or insurrection. Such 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.

BTA 5680

#### Full-time Employee

Full-time Employee means an employee who works at least 24 (20 in Canada) hours per week.

BTA 5684

#### Gainful Occupation

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

BTA5688

#### 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 this policy.

# Hemiplegia

**Hemiplegia** means complete and irreversible loss of all motion and all practical use of one arm and one leg on the same side of the body that lasts longer than 365 days as determined by a **Physician** approved by **Us**. BTA5702

# Hijacking /Skyjacking

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

BTA 5704

# Home Alteration

**Home Alteration** means changes to an **Insured Person**'s primary residence that are necessary to make the residence accessible and habitable for such **Insured Person**.

BTA5706

# **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;
- 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
- 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.

#### BTA 5712

# Hospital Admission Guaranty

**Hospital Admission Guaranty** means any charge or expense made by a **Hospital** prior to and as a condition of an **Insured Person's** admission.

# Immediate Family Member

## Immediate Family Member means an Insured Person's:

- 1) Spouse or Domestic Partner;
- 2) children including adopted children and stepchildren;
- 3) legal guardians or wards;
- 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.

BTA5716

# 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 a **Primary Insured Person** for support and maintenance. The incapacity must have occurred while the child was:

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

BTA5718

# 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.

BTA5724

# Insured Person

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

- who elects insurance; or
- 2) for whom insurance is elected,
- 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. BTA5730 (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 Eve

Quadriplegia Paraplegia

Hemiplegia

Loss of Speech

Uniplegia

Loss of Thumb and Index Finger

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

BTA5732

# 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. BTA5734

# 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.

RTA5736

# 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**. BTA5738

# 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.

BTA5740

# 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**. BTA5742

## 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**. BTA5744

# 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**.

BTA 5748

# 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.

BTA5750

#### Medical Evacuation

Medical Evacuation means the emergency transportation of an Insured Person from the location where such Insured Person is injured or becomes ill to the nearest Hospital where appropriate medical care and treatment can be provided.

BTA5756

#### Medically Necessary

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

- 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
- 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;
- diagnostic tests and x-rays prescribed by a Physician;
- transportation of an Insured Person in an emergency transportation vehicle from the location where such Insured Person becomes injured to the nearest Hospital where appropriate medical treatment can be obtained;
- 6) dental care and treatment due to Accidental Bodily Injury;
- physical therapy, including diathermy, ultrasonic, whirlpool or heat treatment, adjustment, manipulation, massage and the office visit associated with such therapy;
- 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.

BTA5760 (Ed. 7/06)

# 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.

BTA5764

#### 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. BTA5768

# 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. BTA 5770

# Owned Aircraft

Owned Aircraft means any aircraft to which the Policyholder holds legal or equitable title. BTA5772

# **Paraplegia**

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

BTA5774

# Personal Excursion

**Personal Excursion** means travel or activities that are unrelated to the **Policyholder's** business and which take place away from a **Primary Insured Person's** residence or regular place of employment. Such travel or activities must coincide with the **Primary Insured Person's Business Travel** or **Relocation Travel**.

Personal Excursion is limited to any consecutive 7 day period immediately prior to, during or immediately following such Business Travel or Relocation Travel.

BTA5780

#### 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) an Insured Person:
- 2) an Immediate Family Member.

BTA5782

# Policyholder

Policyholder means the entity identified in the Insuring Agreement.

BTA5786

# Primary Insured Person

Primary Insured Person means an Insured Person who:

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

BTA5790

# Principal Sum

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

BTA5792

# 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. BTA5793

# Proof of Loss

Proof of Loss means written evidence acceptable to Us that an Accident, Accidental Bodily Injury or Loss has occurred.

RTA 5794

# 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.

BTA 5796

# Psychological Therapy Expense

Psychological Therapy Expense means Reasonable and Customary Charges for Psychological Therapy. BTA 5797

#### *Ouadriplegia*

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

BTA5798

# Reasonable and Customary Charge

Reasonable and Customary Charge means the lesser of:

- the usual charge made by **Physicians** or other health care providers for a given service or supply; or
- 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

BTA5804

#### Rehabilitation

Rehabilitation means treatment other than Psychological Therapy intended to prepare an Insured Person for work in any Gainful Occupation, including an Insured Person's regular occupation that is:

- 1) provided by a therapist licensed, registered, or certified to perform such treatment; or
- 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**.

BTA5800

#### Rehabilitation Expense

Rehabilitation Expense means Reasonable and Customary Charges for Rehabilitation. BTA 5802

# Relocation Travel

# Relocation Travel means travel by a Primary Insured Person:

- between such Primary Insured Person's old and new regular places of employment or residence as part of a Relocation; and
- at the Policyholder's authorization, direction and expense.

#### BTA 5806

#### Relocation

Relocation means the transfer of a **Primary Insured Person** by the **Policyholder** from the **Primary Insured Person's** 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.

BTA 5808

#### Repatriation

#### Repatriation means:

- the transfer of an Insured Person, from the local Hospital where Emergency Medical Treatment is initially given to another Hospital or to an Insured Person's domicile or permanent residence; and
- the necessary arrangements for the return of an Insured Person's remains to an Insured Person's domicile or permanent residence in the event of an Insured Person's Loss of Life

#### BTA5810

#### Repetitive Motion Injury

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

BTA 5609

#### Salary

Salary means a **Primary Insured Person's** basic annual earnings from the **Policyholder** at the time of **Accident**, including **Commissions**, overtime, and incentive payments.

BTA 5814

#### 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.

RTA 5870

# 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

BTA5826 (Ed. 7/06)

## **Spouse**

Spouse means an Insured Person's husband or wife or who is recognized as such by the laws of the jurisdiction in which the Primary Insured Person resides.

BTA5828

# Subsidiary

Subsidiary means any organization in which:

- more than 50% of the outstanding securities or voting rights representing the present right to vote for election of directors is owned or controlled, directly or indirectly, in any combination by the **Policyholder**; or
- 2) the **Policyholder** exercises management control.

BTA5832

## Temporary Substitute Aircraft

Temporary Substitute Aircraft means an aircraft equivalent to Owned Aircraft, Leased Aircraft or Operated Aircraft with an airworthiness certificate issued by a governmental authority with competent jurisdiction.

BTA5834

#### Travel Warning

**Travel Warning** means the United States Department of State advises U.S. citizens to depart the country while the **Insured Person** is traveling in that country.

BTA5853

# Uniplegia

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

BTA5854

# 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 an **Insured Person**.

#### War

#### War means:

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

BTA 5858

#### We. Us and Our

We, Us and Our means FEDERAL INSURANCE COMPANY. BTA 5860

#### Section VIII - General Provisions

#### Addition of New Insured Persons

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

BTA5150

# Benefit Assignment

An **Insured Person** may assign **Benefit Amounts** other than those for **Loss of Life**. Such assignment must be in writing, signed by the **Insured Person** 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.

BTA5154

#### Arbitration

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

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

# Beneficiary

# A) Designation

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

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

# B) Change

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

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

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

# C) Payment

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

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

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

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

### Cancellation, Nonrenewal and Grace Period

### A) Grace Period

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

BTA5160

### B) Cancellation, Nonrenewal

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

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

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

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

The **Policyholder** is required to immediately provide notice of cancellation or nonrenewal to all **Insured Persons** 

The earned premium will be computed on a pro-rata basis. Any unearned premium will be returned to the **Policyholder** as soon as practicable.

BTA5162

#### Certificate

When required by law, **We** will issue to the **Policyholder** for delivery to the **Primary Insured Person** a Certificate of Insurance. The Certificate of Insurance will describe the benefits, exclusions, limitations, and conditions of this policy and state to whom benefits are payable. Any subsequent changes to this policy will also apply to the existing Certificates of Insurance.

### Changes

This policy can only be changed by a written endorsement that becomes a part of this 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 this policy or waive any of its provisions.

BTA5166

#### Concealment or Fraud

Insurance under this policy is void if:

- the Policyholder or any Insured Person has intentionally concealed or misrepresented any material fact relating to this policy before or after a Loss; or
- 2) the Policyholder or any Insured Person files a false report of a Loss.

BTA5165

## Compliance by Policyholder and Insured Person

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

BTA5168

#### 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 this policy or as soon as reasonably possible. Notice must include enough information to identify the **Insured Person** and **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.

BTA5170

#### Claim Forms

When **We** receive notice of a claim, **We** will send the **Insured Person** or the **Insured Person's** designee, within fifteen (15) days, forms for giving **Proof of Loss** to **Us**. If the **Insured Person** or the **Insured Person's** designee does not receive the forms, then the **Insured Person** or an **Insured Person's** 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.

BTA5172

#### Claim Proof of Loss

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

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

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

BTA5174

### Claim Payment

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

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

BTA5176

### Claim and Suit Cooperation

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

RTA5178

## **Entire Contract and Application**

This policy, the **Policyholder's** application and the **Primary Insured Person's** application, if any, together with the endorsements attached to this policy, constitute the entire contract of insurance. If an application is completed by the **Policyholder** or **Primary Insured Person** in connection with this policy, then **We** will attach the application to the policy when the policy is issued. BTA5182

#### **Examination Under Oath**

We have a right to examine under oath, as often as We may reasonably require, an Insured Person, the Policyholder or the beneficiary. We may also require the Insured Person, the Policyholder or the beneficiary to provide a signed description of the circumstances surrounding the Loss and their interest in the Loss. An Insured Person, 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.

BTA5183

### 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. BTA5184 (Ed. 7/06)

#### Inadvertent Error

The insurance provided under this 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 this 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**.

BTA5186

## Informational and Advertising Material

The **Policyholder** and its representatives must gain **Our** prior written approval of all material used for advertising and solicitation relating to this policy, regardless of the medium in which such material appears. **We** will not be responsible for any increase in payment or any changes in insurance resulting from such materials that have not been approved by **Us**.

BTA5188

### 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. No such action may be brought unless there has been full compliance with all of the terms of this policy.

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

BTA5190

### Liberalization

If We adopt any changes:

- 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 the **Insured Person** will automatically receive the benefit of the broadened insurance.

BTA5192

## **Newly Acquired or Newly Formed Organizations**

If the **Policyholder** acquires or forms another entity that becomes a **Subsidiary**, then at the **Policyholder's** request, **We** will enroll all eligible employees of such **Subsidiary** as soon as possible subject to the following requirements:

- all eligible employees of such Subsidiary fit the Class Description shown in Section I
  of the Schedule of Benefits;
- 2) the **Subsidiary** is acquired or formed during the Policy Period;
- 3) the Policyholder reports the name of the Subsidiary by the following Anniversary Date after its acquisition or formation together with such information that We at our sole discretion may require to determine the additional premium; and
- 4) the **Policyholder** pays the additional required premium.

Item three (3) above does not apply to a **Subsidiary** with less than 250 eligible employees unless the number of eligible employees for such **Subsidiary** exceeds ten percent (10%) of the insured group.

This insurance does not apply if the **Policyholder** advises **Us** in writing that it does not seek insurance under this policy for such newly acquired or formed **Subsidiary**.

BTA5194

## Physical Examination and Autopsy

We have the right to have an **Insured Person** 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. BTA5193

## **Premium Payment**

The **Policyholder** will collect and remit to **Us** all premium due under this policy, subject to the grace period.

Premium is adjustable. The earned premium is calculated for each reporting period based on the applicable rates and exposures. The **Policyholder** must keep records of the information **We** need to calculate the premium and send **Us** copies of these records for each reporting period.

The earned premium will be computed on a pro-rata basis. Any unearned premium will be remitted to the **Policyholder** as soon as practicable.

#### Premium Provisions

The **Policyholder** will pay all required premium due under this policy, subject to the grace period. Annual Premiums and Deposit Premiums are due at the beginning of the Policy Period and each future Anniversary Date unless otherwise indicated on the Premium Summary.

If premiums are adjustable, then **We** will compute the earned premium for each audit reporting period based on the applicable rates and exposures. The **Policyholder** must keep records of the information **We** need to perform the adjustment and send **Us** copies at **Our** request.

If the policy is written subject to adjustment shown in the Premium Schedule, then the **Policyholder** must report to **Us** the complete information for the reporting period shown in the Premium Summary. The **Policyholder** must submit the reports within the specified number of days after the end of each Reporting Period

At the earlier of the end of the Policy Period or the policy termination, earned premium will be determined based on the reported values or exposures. If the resulting earned premium is less than the Deposit Premium, if any, then **We** will return the excess to the **Policyholder**. If the resulting earned premium is greater than the Deposit Premium, if any, then **We** will bill the **Policyholder** for the additional premium. The **Policyholder** will pay **Us**, within thirty (30) days, any additional premium generated from the premium adjustment. BTA5197

## **Premium Rate Change**

We may change the premium rates for this policy on the Anniversary Date. We will give the Policyholder at least forty-five (45) days prior written notice of such change.

BTA5198

#### Records and Audit

We may examine the **Policyholder's** books and records relating to this policy at any reasonable time during the policy term and up to three (3) years after expiration of this policy or until final adjustment and settlement of all claims under this policy, whichever is later.

The **Policyholder** must maintain information pertaining to **Insured Persons** including but not limited to each **Insured Person's Benefit Amount**, **Class**, **Salary**, enrollment form, if any, and beneficiary designations or assignments.

## Statements by Policyholder or Insured Person and Incontestability

We will not use any statements, except fraudulent misstatements, made by the **Policyholder** or the **Insured Person** to void the insurance or reduce benefits payable under this policy, or to otherwise contest the validity of this policy, unless such statements are contained in a written document signed by the **Policyholder** or the **Insured Person**. If **We** rely on such statements for this purpose, then **We** will provide a copy of the written document to the **Policyholder**, the **Insured Person** or the **Insured Person's** designee or beneficiary, as appropriate.

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

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

Nothing in this section will preclude **Us** from asserting at any time defenses based upon a claimant's ineligibility for insurance under this policy, or upon any other policy provision or condition. BTA5206

## **Titles of Paragraphs**

The titles of the various paragraphs of this policy and any endorsements attached to this policy are inserted solely for convenience of reference and do not limit or affect in any way the provisions to which they relate. BTA5208

## Workers' Compensation

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



Endorsement War Risk

**Effective Date :** 01/01/2016 **Policy Number :** 9906-44-73

 Policyholder :
 ADOBE SYSTEMS INCORPORATED

 Policy Period
 01/01/2016 to 01/01/2019

 Name of Company :
 FEDERAL INSURANCE

COMPANY

Issue Date: 11/04/2015

It is agreed that the Policy is amended as follows:

A) Solely for the Classes and Hazards identified in the Schedule of Benefits, Section VI-Exclusions of the Contract, the War exclusion is deleted in its entirety and replaced by the following:

This insurance does not apply to any **Accident, Accidental Bodily Injury** or **Loss** that is caused by or resulting from, directly or indirectly, any declared or undeclared **War** in the following jurisdictions:

- 1) The **Insured Person's** jurisdiction of permanent residence; and
- 2) Afghanistan and Iraq

We may change the jurisdiction in (2) above at any time upon ten (10) days prior written notice to the **Policyholder**.

This Exclusion applies during the period described below:

From: 01/01/2016 To: 01/01/2019

B) Solely with respect to the insurance provided by this War Risk Endorsement, the Schedule of Benefits is amended as follows:

War Risk Insurance

The Principal Sum is amended for the following Class(es) and Hazard(s):

<u>Class</u>	<u>Hazard</u>	Principal Sum
1	24 Hour Business Travel	Three (3) times Salary
		subject to a Maximum of
		\$500,000
2	Covered Activities	\$25,000
3	Business Travel Family	\$25,000
4	Business Travel Family	\$10,000

This **War** Risk Insurance applies only to the **Class(es)** listed above.

2) Section V Aggregate Limit of Insurance is amended to include the following:

The following are the maximum amounts **We** will pay:

War Risk Aggregate Limit of Insurance \$5,000,000 per War Risk 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 **Insured Persons**'s applicable **Benefit Amount**.

C) Solely with respect to the insurance provided by this Endorsement, the Cancellation and Nonrenewal provision of Section VIII-General Provisions of the Contract is amended to include the following:

The **Policyholder** may cancel this **War** Risk insurance at any time by sending **Us** written notice. The effective date of the cancellation may not be earlier than the date **We** receive the notice.

We may cancel the War Risk insurance by sending the **Policyholder** at its last known address at least ten (10) days prior written notice.

D) Solely with respect to the insurance provided by this Endorsement, the Premium Rate Change provision of Section VIII-General Provisions of the Contract is amended to include the following:

We will charge, and the **Policyholder** agrees to pay, an additional premium based on the rates in effect, for **War** Risk jurisdictions not otherwise excluded, as determined by and on file with the **Company**, at the time of the exposure. If a premium rate change is needed to reflect conditions which change the **War** Risk exposure, then **We** will give the **Policyholder** at least seventy two (72) hours notice prior to a change in the **War** Risk rates.

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All other terms and conditions of the policy remain unchanged.

**Authorized Representative** 



## **Endorsement** Beneficiary (Group Term Life)

**Effective Date :** 01/01/2016 **Policy Number :** 9906-44-73

Policyholder: ADOBE SYSTEMS INCORPORATED

**Policy Period:** 01/01/2016 to 01/01/2019

Name of Company: FEDERAL INSURANCE COMPANY

**Issue Date :** 11/4/2015

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 the Insured Person. 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 the Primary Insured Person, absent any beneficiary designation by the Dependent Child. All other Benefit Amounts are paid to the Insured Person, unless otherwise directed by the Insured Person, or the Insured Person's designee.

If the Insured Person has not chosen a beneficiary under Our Policy, We will pay the Loss of Life Benefit Amount to the beneficiary named by the Insured Person on the Group Life Policy issued to the Policyholder and in effect on the date of the Insured Person's Loss of Life. If the Insured Person has not chosen a beneficiary under the Group Life Policy or is not insured under the Group Life Policy; or if the beneficiary is not alive when the Insured Person dies, We will pay to the first surviving party in the following order:

- a) the Insured Person's spouse or Domestic Partner;
- b) in equal shares to the **Insured Person's** surviving children:
- c) in equal shares to the **Insured Person's** surviving parents;
- in equal shares to the **Insured Person's** surviving brothers and sisters;
- e) the Insured Person's estate.

If the **Insured Person** has named multiple beneficiaries and one or more dies before the **Insured Person** has, their share of the payment will be redistributed proportionately among the surviving beneficiaries.

All other terms and conditions of the policy remain unchanged.

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**Authorized Representative** 



### **Endorsement**

### Foreign National Facility of Payment

**Effective Date :** 01/01/2016 **Policy Number :** 9906-44-73

 Policyholder :
 ADOBE SYSTEMS INCORPORATED

 Policy Period
 01/01/2016 to 01/01/2019

Name of Company: FEDERAL INSURANCE

COMPANY

**Issue Date :** 11/04/2015

It is agreed that the Policy is amended as follows:

- A) The following is added to the Beneficiary provision appearing in Section VIII- General Provisions of the Contract:
  - A) If an Insured Person entitled to receive a Benefit Amount for covered Loss, or a designated beneficiary or other person entitled to receive a Benefit Amount for Loss of Life, is a Foreign National, and We are unable to make payment directly to such Foreign National as a matter of law in the jurisdiction where such Foreign National is located, then:
    - i) We will pay an account of such Foreign National in the United States of America: or
    - ii) if We are unable to make payment as per (i) above because such Foreign National is unable or unwilling to identify an account in the United States of America, then We will pay the Policyholder on behalf of such Foreign National. It shall then be the responsibility of the Policyholder to remit payment of the Benefit Amount for Loss of Life or other Benefit Amount to such Foreign National.

Nothing herein shall be construed as a designation of the **Policyholder** as the **Insured Person's** beneficiary.

- B) If an Insured Person entitled to receive a Benefit Amount for covered Loss, or a designated beneficiary or other person entitled to receive a Benefit Amount for Loss of Life, is a United States citizen resident in a jurisdiction other than the United States of America, and We are unable to make payment directly to such Insured Person, designated beneficiary or other person as a matter of law in the jurisdiction where such person is located, then We will pay an account of such Insured Person, designated beneficiary or other person located in the United States of America
- C) Payment to the Policyholder of a Benefit Amount for Loss of Life or other Benefit Amount for covered Loss under this Policy, pursuant to the procedures set forth above, shall fully release Us from any and all liability to the Policyholder for such covered Loss. If the Policyholder fails to timely remit Our payment for covered Loss to any Insured Person, designated beneficiary or other person per the procedures set forth above, then the Policyholder shall indemnify Us and hold Us harmless against any and all liability incurred by Us, including but not limited to interest, penalties and attorneys' fees, resulting from such failure to remit payment. If We must make a

second payment for such covered **Loss** to an **Insured Person**, designated beneficiary or other person (whether in the United States of America or otherwise), then **We** shall be fully released from any and all liability for such covered **Loss** to such **Insured Person**, designated beneficiary or other person to the extent of **Our** second payment and the **Policyholder** shall repay to **Us** any amounts received from **Us** for such covered **Loss** 

## B) Section VII-Definitions of the Contract is amended to add the following definition:

Foreign National means an Insured Person, designated beneficiary of an Insured Person or other person entitled to receive a Benefit Amount for Loss of Life or other Benefit Amount for covered Loss under this Policy, who is:

- i) a citizen of a jurisdiction other than the United States of America; and
- ii) resident in a jurisdiction other than the United States of America.

All other terms and conditions of the policy remain unchanged.

**Authorized Representative** 

BT 1002A



### California Life and Health Insurance Guarantee Association Act Summary Document and Disclaimer

Residents of California who purchase life and health insurance and annuities should know that the insurance companies licensed in this state to write these types of insurance are members of the California Life and Health Insurance Guarantee Association ("CLHIGA"). 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 Guarantee 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 through the Association is not unlimited, as noted in the box below, and is not a substitute for consumers' care in selecting insurers.

The California Life and Health Insurance Guarantee 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 California. You should not rely on coverage by the 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 agents are required by law to give or send you this notice. However, insurance companies and their agents are prohibited by law from using the existence of the Guarantee Association to induce you to purchase any kind of insurance policy.

Policyholders with additional questions should first contact their insurer or agent or may then contact

California Life and Health Insurance Gurantee Association P.O. Box 16860 Beverly Hills, CA 90209 (323) 782-0182 or Consumer Service Division
California Department of Insurance
300 South Spring Street
Los Angeles, CA 90013

(800) 927-4357 or (213) 897-8921

Below 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 Association.

#### COVERAGE

Generally, individuals will be protected by the California Life and Health Insurance Guarantee Association if they live in this state and hold a life or health insurance contract, or an annuity, or if they are insured under a group insurance contract, issued by a member insurer. The beneficiaries, payees or assignees of insured persons are protected as well, even if they live in another state.

#### EXCLUSIONS FROM COVERAGE

However, persons holding such policies are not protected by this Guarantee Association if:

- \*Their insurer was not authorized to do business in this state when it issued the policy or contract;
- \*Their policy was issued by a health care service plan (HMO), Blue Cross, Blue Shield, a charitable organization, a fraternal benefit society, a mandatory state pooling plan, a mutual assessment company, an insurance exchange, or a grants and annuities society;
- \* They are eligible for protection under the laws of another state.

This may occur when the insolvent insurer was incorporated in another state whose guaranty association protects insureds who live outside that state.

The Guarantee Association also does not provide coverage for:

- \*Unallocated annuity contracts; that is, contracts which are not issued to and owned by an individual and which guarantee rights to group contract holders, not individuals;
- \*Employer and association plans, to the extent they are self-funded or uninsured;
- \* Synthetic guaranteed interest contracts;
- \*Any policy or portion of a policy which is not guaranteed by the insurer or for which the individual has assumed the risk, such as a variable contract sold by prospectus;
- \*Any policy of reinsurance unless an assumption certificate was issued;
- \*Interest rate yields that exceed an average rate;
- \*Any portion of a contract that provides dividends or experience rating credits.

# LIMITS ON AMOUNTS OF COVERAGE The Act limits the Association to pay benefits as follows: LIFE AND ANNUITY BENEFITS

\* 80% of what the life insurance company would owe under a life policy or annuity contract up to \* \$100,000 in cash surrender values, \* \$100,000 in present value of annuities, or \* \$250,000 in life insurance death benefits. \* A maximum of \$250,000 for any one insured life no matter how many policies and contracts there were with the same company, even if the policies provided different types of coverages. HEALTH BENEFITS \* A maximum of \$200,000 of the contractual obligations that the health insurance company would owe were it not insolvent. The maximum may increase or decrease annually based upon changes in the health care cost component of the consumer price index.

#### PREMIUM SURCHARGE

Member insurers are required to recoup assessments paid to the Association by way of a surcharge on premiums charged for health insurance policies to which the Act applies.



## **Notice of Non-Coverage**

### California Life and Health Insurance Guarantee Association Act

# This policy is NOT covered by The California Life and Health Insurance Guarantee Association

#### EXCLUSIONS FROM COVERAGE

The following are not covered by the California Life and Health Insurance Guarantee Association:

Unallocated annuity contracts; that is, contracts which are not issued to and owned by individuals and which guarantee rights to group contract holders, not individuals;

Employer and association plans, to the extent they are self-funded or uninsured;

Synthetic guaranteed interest contracts;

Any policy or portion of a policy which is not guaranteed by the insurer or for which the individual has assumed the risk, such as a variable contract sold by prospectus;

Any policy of reinsurance unless an assumption certificate was issued;

Interest rate yields that exceed an average rate;

Any portion of a contract that provides dividends or experience rating credits.

A determination as to whether an insurance contract is covered under the Guarantee Association or whether an annuity contract is allocated or unallocated must initially be made by the insurer based on its knowledge of the specific contract offered.

Also, you are not protected by this Association if:

The insurer was not authorized to do business in this state when it issued the policy or contract; The policy is issued by a health care service plan (HMO), Blue Cross, Blue Shield; a charitable organization, a fraternal benefit society, a mandatory state pooling plan, a mutual assessment company, an insurance exchange, or a grants and annuities society;

You are eligible for protection under the laws of another state. This may occur when the insolvent insurer was incorporated in another state whose guaranty association protects insureds who live outside that state.

Insurance companies or their agents are required by law to give or send you this notice. **However, insurance companies and their agents are prohibited by law from using the existence of the Guarantee Association to induce you to purchase any kind of insurance policy**.

or

If you have questions concerning this Notice, you may contact:

California Life and Health Insurance Gurantee Association P.O. Box 16860 Beverly Hills, CA 90209

(323) 782-0182

Consumer Service Division California Department of Insurance

300 South Spring Street Los Angeles, CA 90013

(800) 927-4357 or (213) 897-8921

Questions as to specific policies or annuities should be directed to the insurance company offering the product.



THIS NOTICE IS BEING SENT TO THE MASTER POLICYHOLDER OF A GROUP INSURANCE POLICY. IT DESCRIBES CHUBB'S POLICY FOR HANDLING CERTAIN PERSONAL INFORMATION OF ITS INDIVIDUAL CUSTOMERS

#### PRIVACY NOTICE

At Chubb, we respect the privacy of our customers and are committed to treating your personal information responsibly. Chubb has been serving the insurance needs of our customers for more than a century. To provide innovative products and services that respond to your insurance needs, Chubb collects certain personal information about you. This Privacy Notice describes how we collect, share and protect your personal information and applies to current and former customers. Key points include:

- · We do not sell your personal information to anyone.
- · We do not share your personal information with other companies that would use it for their own marketing purposes.
- · We use safeguards to protect your personal information from unauthorized access, use or disclosure.
- · We require employees and service providers to maintain the confidentiality of your personal information.
- We engage in limited information sharing practices that are permitted by law without requiring an opt out option
  to permit customers to limit personal information sharing and therefore no action is required by you.

What Personal Information Do We Collect? Chubb collects personal information about you and the members of your household to conduct business operations, provide customer service, offer new products and satisfy legal and regulatory requirements. The type of personal information we collect depends on the financial product or service you have with us. We may collect the following categories of information about you:

- Information from you directly or from your agent, broker or automobile assigned risk plan, including information from applications, worksheets, questionnaires, claim forms or other documents (such as name, address, driver's license number, Social Security number and amount of coverage requested);
- Information about your transactions with us, our affiliates or others (such as products or services purchased, claims made, account balances and payment history);
- Information from a consumer reporting agency (such as motor vehicle reports);
- Information from other non-Chubb sources (such as prior loss information and demographic information):
- Information from visitors to our websites (such as that provided through online forms and collected through other website tools); and
- Information from an employer, benefit plan sponsor, benefit plan administrator or group master
  policyholder for any Chubb individual or group insurance product that you may have (such as
  name, address and amount of coverage requested).

As used in this notice, the term "personal information" means any personally identifiable information about you that is not publicly available and that we obtain in connection with providing a financial product or service to you.



# CHUBB GROUP OF INSURANCE COMPANIES

How Do We
Use and
Disclose
Personal
Information?

Chubb may use and disclose the personal information we collect to:

- Service, process or administer our business operations such as underwriting and claims;
- Market our products or services;
- Detect or prevent fraud; or
- Comply with regulatory requirements.

The types of affiliated and non-affiliated third parties to whom we may disclose information for processing and servicing transactions include reinsurers, insurance agents or brokers, property and automobile appraisers, auditors, claim adjusters, third party administrators and, in the case of group insurance, employers, benefit plan sponsors, benefit plan administrators and group master policyholders. We may share personal information with our affiliates for their everyday business purposes. Chubb may also disclose personal information as otherwise required or permitted by law. For example, we may disclose information in response to a subpoena or to comply with an inquiry from a government agency or regulator. In addition, information we obtain from a report prepared by an insurance support organization may be retained by the insurance support organization and disclosed to other persons.

#### Do We Share with Service Providers and Other Financial Institutions?

Chubb may disclose personal information to our affiliates and to non-affiliated third parties that perform services for us, such as mailing your billing statements or marketing our products and services. We require companies that perform services for us to agree not to use or disclose your personal information except to perform the services for us. Where permitted by law, Chubb may disclose personal information to other financial institutions with which we have joint marketing agreements that include confidentiality and data safeguarding provisions.

### How Do We Protect Personal Information?

Chubb uses administrative, technical and physical safeguards to protect your personal information from unauthorized access, use or disclosure. We limit access to personal information to only those persons who have a legitimate business need to access the information. The people who have access to personal information, including employees of Chubb and its affiliates and non-employees performing business functions for Chubb, are under obligations to safeguard such information.

### What About Health Information?

Under certain circumstances, we also collect personal health information about our customers, such as information regarding an accident, disability or injury, for underwriting or claim handling purposes. Chubb does not disclose your personal health information for marketing purposes unless you expressly consent to our doing so.

#### Can I Opt Out Or Limit Chubb's Sharing?

The law permits certain types of disclosures without requiring an opt out option. Unlike some other companies, we do not disclose your personal information to non-affiliated third parties for their own marketing purposes. We also do not permit Chubb affiliates with whom you are not communicating or do not have any business relationship with to use your information to market to you. We similarly do not share information about your creditworthiness with our affiliates for their everyday business purposes. Because of the limited nature of Chubb's personal information sharing, Chubb is not required by law to offer an opt out option.



What Additional Rights Do I Have?	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 our Privacy Office Customer Care Team using the contact information provided below.
What If I Have Questions?	If you have any questions about this notice or our practices with respect to personal information, please contact us by sending an email to privacyinquiries@chubb.com, calling our Privacy Office Customer Care Team at 1-800-258-2930 or mailing Privacy Inquiries, Chubb Group of Insurance Companies, 15 Mountain View Road, Warren NJ 07059.

Chubb Group of Insurance Companies (Chubb) is the marketing name used to refer to the insurance subsidiaries of The Chubb Corporation. This notice is being provided by the following Chubb companies to their consumer customers located in the United States: Chubb Custom Insurance Company, Chubb Indemnity Insurance Company, Chubb Insurance Company of New Jersey, Chubb Insurance Solutions Agency, Inc., Chubb Lloyds Insurance Company of Texas, Chubb National Insurance Company, Executive Risk Indemnity Inc., Executive Risk Specialty Insurance Company, Federal Insurance Company, Great Northern Insurance Company, Pacific Indemnity Company, Texas Pacific Indemnity Company and Vigilant Insurance Company. Last Revised 7/10/2015



## **Federal Insurance Company**

## **Business Travel Accident Insurance Application**

## Section I Policyholder Information

Name of Policyholder: ADOBE SYSTEMS INCORPORATED

Address 345 PARK AVENUE

City SAN JOSE State CA Zip Code 95110

Phone Number: Contact Name:

**Effective Date:** 01/01/2016

**Policy Number:** 9906-44-73

## **INSURANCE REQUESTED**

## A) CLASS OF INSURED PERSONS

- All regular employees and all interns of the Policyholder.
- 2 All Guests of the Policyholder.
- 3 The Spouse or Domestic Partner of a Primary Insured Person.
- The Dependent Child of a Primary Insured Person.

## B) PRINCIPAL SUM

- Three (3) times Salary subject to a Maximum of \$500,000
- 2 \$25,000
- 3 \$25,000
- \$10,000

## C) HAZARD

- 24 Hour Business Travel **Extraordinary Commutation**
- Felonious Assault
- **Bomb**
- **Covered Activities**
- 3 **Business Travel Family**
- **Business Travel Family**

## D) ACCIDENTAL DEATH AND DISMEMBERMENT

## Class All

Accidental:	Benefit Amounts (Percentage of
	Principal Sum)

Loss of Life 100% Loss of Speech and Loss of Hearing 100%

Loss of Speech and one of Loss of Hand, Loss of Foot or Loss of Sight of One Eye 100% Loss of Hearing and one of Loss of Hand, Loss of Foot or Loss of Sight of One Eye 100%

Loss of Hands (Both), Loss of Feet (Both), Loss of Sight or a combination of any two of Loss 100%

of Hand, Loss of Foot or Loss of Sight of One Eve

of Hand, Loss of Foot of Loss of Sight of One Lyc	
Quadriplegia	100%
Paraplegia	75%
Hemiplegia	50%
Loss of Hand, Loss of Foot or Loss of Sight of one Eye (Any one of each)	50%

Loss of Speech or Loss of Hearing	50%
Uniplegia	25%
Loss of Thumb and Index Finger of the same Hand	25%

# E) ADDITIONAL BENEFITS

CLASS	BENEFIT	BENEFIT AMOUNT
1	Carjacking	10% of Principal Sum
		Maximum Benefit Amount \$25,000
1	Coma	1% of Principal Sum
		Maximum Benefit Amount 100% of
		Principal Sum
1	Home Alteration or Vehicle Modification	onBenefit Amount for Home Alteration 10%
		of Principal Sum
		Benefit Amount for Vehicle Modification
		10% of Principal Sum
		Maximum Benefit Amount 20% of the
		Principal Sum to a maximum of \$50,000
1	Medical Evacuation And Repatriation	Maximum Benefit Amount \$250,000
		Benefit Amount for Hospital Admission
		Guaranty \$5,000
		Family Travel Expense
		Maximum per Day \$100
		Maximum Number of Days 5
		Evacuation Expense Amount \$100,000
1	Psychological Therapy	5% of Principal Sum
1	1 Sychological Therapy	Maximum Benefit Amount \$25,000
1	Rehabilitation Expense	5% of Principal Sum
1	Renabilitation Expense	Maximum Benefit Amount \$25,000
1	Seatbelt Occupant Protection Device	10% of Principal Sum
1	Seathert Occupant I Intection Device	Alternate Benefit Amount \$2,000
		Occupant Protection Device Benefit
		Amount 10% of Principal Sum
		Maximum Benefit Amount 20% of
2	Carjacking	Principal Sum up to \$50,000 10% of Principal Sum
2	Carjacking	-
2	Coma	Maximum Benefit Amount \$25,000
2	Coma	1% of Principal Sum
		Maximum Benefit Amount 100% of
2	TY A14 40 T7 10 1 N# 1000 40	Principal Sum
2	Home Alteration or Venicle Modification	on Benefit Amount for Home Alteration 10%
		of Principal Sum
		Benefit Amount for Vehicle Modification
		10% of Principal Sum
		Maximum Benefit Amount 20% of the
2	M. H. I.D	Principal Sum to a maximum of \$50,000
2	Medical Evacuation And Repatriation	Maximum Benefit Amount \$250,000
		Benefit Amount for Hospital Admission
		Guaranty \$5,000
		Family Travel Expense
		Maximum per Day \$100
		Maximum Number of Days 5
		Evacuation Expense Amount \$100,000
2	Psychological Therapy	5% of Principal Sum
		Maximum Benefit Amount \$25,000

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4	Psychological Therapy	5% of Principal Sum
		Maximum Benefit Amount \$25,000
4	Rehabilitation Expense	5% of Principal Sum
		Maximum Benefit Amount \$25,000
4	Seatbelt Occupant Protection Device	10% of Principal Sum
		Alternate Benefit Amount \$2,000
		Occupant Protection Device Benefit
		Amount 10% of Principal Sum
		Maximum Benefit Amount 20% of
		Principal Sum up to \$50,000

## **Aggregate Limit of Insurance**

The Aggregate Limit of Insurance applies:

\$5,000,000 per **Accident** 

## Premium

**Amount Due** 

\$112,605, payable in three annual installments of \$37,535

War Risk premium is included in the policy premium and is not subject to audit.

**Due Date** 01/01/2016

## **Employee Retirement Income Security Act**

Is this plan subject to Employee Retirement Income Security Act (ERISA) regulations? (Y/N)

## **Policy Acceptance**

The undersigned declares that all information provided in this application and any attachments hereto is true and correct. The undersigned understands that all information provided in this application and any attachments hereto is material to the insurer's decision to provide this insurance, and that insurance will be provided, at the insurer's sole discretion, in reliance upon the truth of such information. It is hereby agreed and understood this insurance is provided by the **Company** in consideration of payment of the required premium. The insurance under the policy begins on the Effective Date shown in the Insuring Agreement of the policy. The acceptance of the policy terminates any prior policy of the same policy number, effective with the inception of the policy.

## Fraud Warning

Any person who, knowingly and with intent to defraud any insurance company or other person, files an application for insurance containing any false information, or conceals for the purpose of misleading, information concerning any material fact thereto, commits a fraudulent insurance act, which is a crime.

Name of Policyholder:		
Date	Signature	Title
	Pal.	M. O

Company Authorized Representative

BT 3000 APP (Rev. 09/2006)