



## ACE GROUP OF COMPANIES U.S. PRIVACY NOTICE

### FACTS WHAT DOES THE ACE GROUP OF COMPANIES DO WITH YOUR PERSONAL INFORMATION?

<b>Why?</b>	Insurance companies choose how they share your personal information. Federal and state law gives consumers the right to limit some but not all sharing. Federal and state law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
<b>What?</b>	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> <li>▪ Social Security number and payment history</li> <li>▪ insurance claim history and medical information</li> <li>▪ account transactions and credit scores</li> </ul> <p>When you are no longer our customer, we continue to share information about you as described in this notice.</p>
<b>How?</b>	All insurance companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons insurance companies can share their customers' personal information; the reasons the ACE Group chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does ACE share?	Can you limit this sharing?
<b>For our everyday business purposes</b> – such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
<b>For our marketing purposes</b> – to offer our products and services to you	Yes	No
<b>For joint marketing with other financial companies</b>	Yes	No
<b>For our affiliates' everyday business purposes</b> – information about your transactions and experiences	Yes	No
<b>For our affiliates' everyday business purposes</b> – information about your creditworthiness	No	We don't share
<b>For our affiliates to market to you</b>	No	We don't share
<b>For nonaffiliates to market to you</b>	No	We don't share

<b>Questions?</b>	Call 1-800-352-4462 or go to <a href="http://www.acegroup.com/us-en/contact-us/general-inquiry-form.aspx">www.acegroup.com/us-en/contact-us/general-inquiry-form.aspx</a>
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<b>Who we are</b>	
<b>Who is providing this notice?</b>	The ACE Group of Companies. A list of these companies is located at the end of this document.
<b>What we do</b>	
<b>How does ACE Group protect my personal information?</b>	<p>To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.</p> <p>We restrict access to personal information to our employees, affiliates' employees, or others who need to know that information to service the account or to conduct our normal business operations.</p>
<b>How does ACE Group collect my personal information?</b>	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> <li>▪ apply for insurance or pay insurance premiums</li> <li>▪ file an insurance claim or provide account information</li> <li>▪ give us your contact information</li> </ul> <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
<b>Why can't I limit all sharing?</b>	<p>Federal law gives you the right to limit only</p> <ul style="list-style-type: none"> <li>▪ sharing for affiliates' everyday business purposes – information about your creditworthiness</li> <li>▪ affiliates from using your information to market to you</li> <li>▪ sharing for nonaffiliates to market to you</li> </ul> <p>State laws and individual companies may give you additional rights to limit sharing. See below for more on your rights under state law.</p>
<b>Definitions</b>	
<b>Affiliates</b>	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>▪ Our affiliates include those with an ACE name and financial companies, such as Westchester Fire Insurance Company and ESIS, Inc.</li> </ul>
<b>Nonaffiliates</b>	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>▪ ACE does not share with nonaffiliates so they can market to you.</li> </ul>
<b>Joint Marketing</b>	<p>A formal agreement between nonaffiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> <li>▪ Our joint marketing partners include categories of companies such as banks.</li> </ul>

**Other important information**

**For Insurance Customers in CA, CT, GA, IL, MA, ME, MN, MT, NC, NJ, OH, OR, and VA only:** Under state law, you have the right see the personal information about you that we have on file. To see your information, write ACE US Customer Services, P.O. Box 1000, 436 Walnut Street, WA04B, Philadelphia, PA 19106. ACE USA may charge a reasonable fee to cover the costs of providing this information. If you think any of the information is wrong, you may write us. We will let you know what actions we take. If you do not agree with our actions, you may send us a statement. If you want a full description of privacy rights that we will protect in accordance with the law in your home state, please contact us and we will provide it. We may disclose information to certain third parties, such as law enforcement officers, without your permission.

**For Nevada residents only:** We may contact our existing customers by telephone to offer additional insurance products that we believe may be of interest to you. Under state law, you have the right to opt out of these calls by adding your name to our internal do-not-call list. To opt out of these calls, or for more information about your opt out rights, please contact our customer service department. You can reach us by calling **1-800-352-4462**, emailing us at [info@acegroup.com](mailto:info@acegroup.com), or writing to P.O. Box 1000, 436 Walnut Street, WA04B, Philadelphia, PA 19106. You are being provided this notice under Nevada state law. In addition to contacting ACE, Nevada residents can contact the Nevada Attorney General for more information about your opt out rights by calling 775-684-1100, emailing [bcpinfo@ag.state.nv.us](mailto:bcpinfo@ag.state.nv.us), or by writing to: Office of the Attorney General, Nevada Department of Justice, Bureau of Consumer Protection: 100 North Carson Street, Carson City, NV 89701.

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

**ACE Group of Companies legal entities**

ACE Group of Companies use the names: ACE American Insurance Company, ACE Fire Underwriters Insurance Company, ACE Insurance Company of the Midwest, ACE Property and Casualty Insurance Company, Atlantic Employers Insurance Company, Bankers Standard Fire and Marine Company, Bankers Standard Insurance Company, Century Indemnity Company, Illinois Union Insurance Company, Indemnity Insurance Company of North America, Insurance Company of North America, Pacific Employers Insurance Company, Westchester Fire Insurance Company, Westchester Surplus Lines Insurance Company, ESIS, Inc., Combined Insurance Company of America, Combined Life Insurance Company of New York, Penn Millers Insurance Company, Agri General Insurance Company



**IMPORTANT INFORMATION ABOUT COVERAGE UNDER THE  
TEXAS LIFE, ACCIDENT, HEALTH AND HOSPITAL SERVICE INSURANCE GUARANTY ASSOCIATION  
(For insurers declared insolvent or impaired on or after September 1, 2005)**

Texas law establishes a system, administered by the Texas Life, Accident, Health and Hospital Service Insurance Guaranty Association (the "Association"), to protect Texas policyholders if their life or health insurance company fails. Only the policyholders of insurance companies which are members of the Association are eligible for this protection which is subject to the terms, limitations, and conditions of the Association law. (The law is found in the *Texas Insurance Code*, Chapter 463.)

**It is possible that the Association may not cover your policy in full or in part due to statutory limitations.**

**Eligibility for Protection by the Association**

When a member insurance company is found to be insolvent and placed under an order of liquidation by a court or designated as impaired by the Texas Commissioner of Insurance, the Association provides coverage to policyholders who are:

- Residents of Texas at that time (**irrespective of the policyholder's residency at policy issue**)
- Residents of other states, ONLY if the following conditions are met:
  1. The policyholder has a policy with a company domiciled in Texas;
  2. The policyholder's state of residence has a similar guaranty association; and
  3. The policyholder is *not eligible* for coverage by the guaranty association of the policyholder's state of residence.

**Limits of Protection by the Association**

**Accident, Accident and Health, or Health Insurance:**

- For each individual covered under one or more policies: up to a total of \$500,000 for basic hospital, medical-surgical, and major medical insurance, \$300,000 for disability or long term care insurance, and \$200,000 for other types of health insurance.

**Life Insurance:**

- Net cash surrender value or net cash withdrawal value up to a total of \$100,000 under one or more policies on any one life; or
- Death benefits up to a total of \$300,000 under one or more policies on any one life; or
- Total benefits up to a total of \$5,000,000 to any owner of multiple non-group life policies.

**Individual Annuities:**

- Present value of benefits up to a total of \$100,000 under one or more contracts on any one life.

**Group Annuities:**

- Present value of allocated benefits up to a total of \$100,000 on any one life; or
- Present value of unallocated benefits up to a total of \$5,000,000 for one contractholder regardless of the number of contracts.

**Aggregate Limit:**

- \$300,000 on any one life with the exception of the \$500,000 health insurance limit, the \$5,000,000 multiple owner life insurance limit, and the \$5,000,000 unallocated group annuity limit.

**Insurance companies and agents are prohibited by law from using the existence of the Association for the purpose of sales, solicitation, or inducement to purchase any form of insurance. When you are selecting an insurance company, you should not rely on Association coverage.**

Texas Life, Accident, Health and Hospital  
Service Insurance Guaranty Association  
6504 Bridge Point Parkway, Suite 450  
Austin, Texas 78730  
800-982-6362 or [www.txlifega.org](http://www.txlifega.org)

Texas Department of Insurance  
P.O. Box 149104  
Austin, Texas 78714-9104  
800-252-3439 or [www.tdi.state.tx.us](http://www.tdi.state.tx.us)



ACE American Insurance Company  
(A Stock Company)  
Philadelphia, PA 19106  
(Herein called We, Us, Our)

## Blanket Accident Insurance Policy Amendment

**Policy Number: ADD N06567149**

**Effective Date: January 1,  
2015**

**Policyholder: Trustee of ACE USA Accident & Health  
Insurance Trust on behalf of Freescale  
Semiconductor, Inc.**

**Amendment No.: 2**

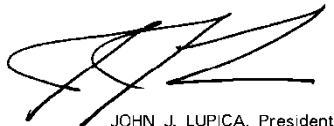
This Amendment form is made a part of the Policy to which it is attached as of the Effective Date shown above. This form applies only to Covered Accidents that occur on or after that date. Any changes in premium apply as of the first premium due date on or after the effective date of this amendment.

The Policy has been changed as follows:

- Premiums for the 2<sup>nd</sup> annual installment for the period beginning January 1, 2015 and ending January 1, 2016 are due to the Company as follows: \$22,657.00.

This form ends at the same time as the Policy. It is subject to all of the terms, limitations and conditions of the Policy except as they are changed by it.

Signed for ACE American Insurance Company in Philadelphia, Pennsylvania.



JOHN J. LUPICA, President



REBECCA L. COLLINS, Secretary



ACE American Insurance Company  
(A Stock Company)  
Philadelphia, PA 19106

## Participating Organization Endorsement

**Policy Number:** ADD N06567149

**Effective Date:** January 1, 2014

**Policyholder:** Trustee of ACE USA  
Accident & Health Insurance Trust on  
behalf of Freescale Semiconductor, Inc.

**Participating Organization:** Freescale  
Semiconductor, Inc.

This Endorsement form is made a part of the Policy to which it is attached as of the Effective Date shown above. If no Effective Date is shown, this form takes effect as of the Policy Effective Date shown in the Policy's Master Application. This form is subject to all of the terms, limitations and exclusions of the Policy except as they are changed by it.

I. This definition is added to the Definitions section of the Policy:

Participating Organization – means any individual, firm, corporation or other organization which meets these tests:

1. it elects coverage or elects to offer coverage under the Policy by completing a Participating Organization Application; and
2. its Application has been accepted by Us; and
3. it pays any required premium when due;

while coverage through the Participating Organization is available under the Policy.

II. This section is added to the Policy:

### **PARTICIPATING ORGANIZATION EFFECTIVE AND TERMINATION DATES**

**A. EFFECTIVE DATE.** A Participating Organization's coverage under the Policy begins on the later of:

1. the Participating Organization Effective Date shown in the Participating Organization Application at 12:00 a.m. (midnight) at the address of the Participating Organization shown in the Participating Organization Application; or
2. the Policy Effective Date shown in the Master Application.

**B. TERMINATION DATE.** We may terminate the Participating Organization's coverage under the Policy by giving 31 days advance notice in writing to the Participating Organization. Either We or the Participating Organization may terminate the Participating Organization's coverage under the Policy on any premium due date by giving 31 days advance written notice to the other party. The Participating Organization's coverage under the Policy may also, at any

time, be terminated by the mutual written consent of Us and the Participating Organization.

A Participating Organization's coverage terminates automatically on the first of these dates:

1. the Participating Organization Termination Date shown on the Participating Organization Application; or
2. the premium due date if any required premiums are not paid when due; or
3. the date the Policy terminates.

Termination of the Participating Organization's coverage takes effect at 12:00 a.m. (midnight) at the Participating Organization's address on the date of termination.

III. This language applies to each Amendment form attached to the Policy:

Any Amendment form applies only to accidents that occur on or after the later of:

1. the effective date of each such form; or
2. the effective date of the Participating Organization's coverage under the Policy.

Each such form applies to a Participating Organization's coverage only if the Participating Organization has elected the coverage described in the form as shown in the Participating Organization Application.

Signed for ACE American Insurance Company in Philadelphia, Pennsylvania.



JOHN J. LUPICA, President



CARMINE A. GIGANTI, Secretary



ACE American Insurance Company  
 (A Stock Company)  
 Philadelphia, PA 19106

# Participating Organization Application

I. Application is hereby made for a plan of Blanket Accident Insurance based on the following statements and representations:

**1. Identification of Policyholder:**

Name of Policyholder: Trustee of ACE USA Accident & Health Insurance Trust  
 Address of Policyholder: Washington, D.C.  
 Policy Number: ADD N06567149

**2. Identification of Participating Organization:**

Name of Participating Organization: Freescale Semiconductor, Inc.  
 Address of Participating Organization: 6501 William Cannon Drive West  
 Austin, TX 78735

**3. Classification of Eligible Persons:**

Class 1 All employees of the Participating Organization who are in Active Service

\*Dependents of Class(es) 1 are eligible for coverage under this Policy.

**4. Participating Organization Riders and/or Endorsements:**

The following Rider and/or Endorsement, if any, are attached to and made part of the Participating Organization's coverage under the Policy as of the Participating Organization Effective Date. Each Endorsement and Amendment is subject to all provisions, limitations and exclusions of the Policy that are not specifically modified by the Rider and/or Endorsement.

FORM NO.	DESCRIPTION
AH-10051a	Participation Organization Endorsement

**5. Participating Organization Coverage:**

**Covered Activities:**

Class 1 Alternative Commuting  
 Bomb Scare, Search and Explosion for Employee Only  
 Business Travel including Limited Personal Deviation  
 Felonious Assault On Premise





Hijacking and Air Piracy for Business Travel  
Terrorism

Dependents of Class 1

Business Travel including Limited Personal  
Deviation  
Hijacking and Air Piracy for Business Travel  
Terrorism

**Benefits:**

Accidental Death & Dismemberment

**Additional Benefits:**

Bereavement and Trauma Benefit  
Coma Benefit  
Home Alteration and Vehicle Modification Benefit  
Rehabilitation Benefit  
Repatriation of Remains Benefit  
Seatbelt and Airbag Benefit

**6. Premiums:**

\$22,657.00 per Annual Installment

Such Premiums are due and payable in the following manner: The Applicant agrees to pay, in advance, the required Premium for these coverages.

**7. Participating Organization's Policy Term:** January 1, 2014 to January 1, 2017

- II. The undersigned Participating Organization hereby elects the Blanket Accident Insurance Benefits provided by ACE American Insurance Company as outlined on this Participating Organization Application and agrees to be bound by the terms and provisions of the Trust Agreement establishing the ACE USA Accident & Health Insurance Trust. It is understood and agreed that such terms and provisions may be amended at any time and from time to time. It is agreed that this Application for Insurance Benefits replaces any prior application made for the same coverage.

**WARNING: IT IS A CRIME TO PROVIDE FALSE OR MISLEADING INFORMATION TO AN INSURER FOR THE PURPOSE OF DEFRAUDING THE INSURER OR ANY OTHER PERSON. PENALTIES INCLUDE IMPRISONMENT AND/OR FINES. IN ADDITION, AN INSURER MAY DENY INSURANCE BENEFITS IF FALSE INFORMATION MATERIALLY RELATED TO A CLAIM WAS PROVIDED BY THE APPLICANT.**

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Signed for the Participating Organization

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Title



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Date

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Signed by Licensed Resident Agent  
(Where Required by Law)



ACE American Insurance Company  
 (A Stock Company)  
 Philadelphia, PA 19106

# Blanket Accident Policy

**POLICYHOLDER:** Trustee of the ACE USA Accident & Health Insurance Trust on behalf of the Participating Organization

**PARTICIPATING ORGANIZATION:** Freescale Semiconductor, Inc.

**POLICY NUMBER:** ADD N06567149

**POLICY EFFECTIVE DATE:** January 1, 2014

**POLICY TERM:** January 1, 2014 to January 1, 2017

**STATE OF DELIVERY:** District of Columbia

This Policy takes effect at 12:00 a.m. (midnight) at the Participating Organization's address on the Policy Effective Date shown above. It will remain in effect for the duration of the Policy Term shown above if the premium is paid according to the agreed terms. This Policy terminates at 12:00 a.m. (midnight) at the Participating Organization's address, on the last day of the Policy Term unless the Participating Organization and We agree to continue coverage under this Policy for an additional Policy Term. If coverage is continued for an additional Policy Term and the required premiums are paid on or before the Premium Due Date, We will issue an amendment to identify the new Policy Term.

This Policy is governed by the laws of the state in which it is delivered.

Signed for ACE AMERICAN INSURANCE COMPANY at Philadelphia, Pennsylvania



JOHN J. LUPICA, President



CARMINE A. GIGANTI, Secretary

**THIS IS A BLANKET ACCIDENT INSURANCE POLICY. IT PAYS BENEFITS FOR SPECIFIC LOSSES FROM ACCIDENT ONLY. BENEFITS ARE NOT PAID FOR LOSS DUE TO SICKNESS. PLEASE READ THE POLICY CAREFULLY.**



## TABLE OF CONTENTS

SECTION	PAGE
SCHEDULE OF BENEFITS.....	3
DEFINITIONS.....	6
ELIGIBILITY FOR INSURANCE .....	8
EFFECTIVE DATE OF INSURANCE.....	8
TERMINATION DATE OF INSURANCE .....	8
DESCRIPTION OF BENEFITS .....	9
HAZARDS INSURED AGAINST .....	12
EXCLUSIONS.....	16
CLAIM PROVISIONS.....	16
ADMINISTRATIVE PROVISIONS.....	18
GENERAL PROVISIONS.....	19



## SCHEDULE OF BENEFITS

**PREMIUM DUE DATE:** On or before the Policy Effective Date, and subsequently, on the Renewal Date, if the Policy is renewed for an additional term.

**AGGREGATE LIMIT:**

Benefit Maximum: per Covered Accident: \$10,000,000

We will not pay more than the Benefit Maximum for all Accidental Death & Dismemberment losses per Covered Accident. If, in the absence of this provision, We would pay more than Benefit Maximum for all losses from one Covered Accident, then the benefits payable to each person with a valid claim will be reduced proportionately, so the total amount We will pay is the Benefit Maximum.

**CLASSES OF ELIGIBLE PERSONS:**

A person may be insured only under one Class of Eligible Persons even though he or she may be eligible under more than one class.

Class 1 All employees of the Participating Organization who are in Active Service

\*Dependents of Class(es) 1 Insureds are eligible for Coverage under this Policy.

**PLAN BENEFITS & COVERED ACTIVITIES:**

**Accidental Death & Dismemberment Benefits**

Class 1 Principal Sum	Three (3) times annual salary minimum of \$50,000 maximum \$2,000,000 Alternative Commuting Bomb Scare, Search and Explosion for Employee Only Business Travel including Limited Personal Deviation Felonious Assault On Premise Hijacking and Air Piracy for Business Travel Terrorism
Spouse of Class 1	\$50,000
Dependents of Class 1	\$10,000 Business Travel including Limited Personal Deviation Hijacking and Air Piracy for Business Travel Terrorism



“Annual Salary” means an employee’s annual wage or salary as reported by the Policyholder for work performed for the Policyholder as in effect just prior to the date of the Covered Loss. It does not include amounts received as bonus, commissions, overtime pay, or other extra compensation.

For hourly employees, Annual Salary means an employee’s earnings as reported by the Policyholder for work performed for the 12 months immediately prior to the date of the Covered Loss. If the employee was not employed by the Policyholder for the full 12 months, Annual Salary means the employee’s average monthly earnings from the employer for the months employed times twelve. It does not include amounts received as bonus, commissions, overtime pay, or other extra compensation.

**Bereavement and Trauma Benefit**

Benefit Amount per session:	\$150
Maximum number of sessions:	10
Benefit Maximum Amount per Covered Accident:	\$1,500

**Coma Benefit**

Benefits are payable initially as 1% of the Principal Sum per Month up to 11 months and thereafter in a lump sum of 100% of the Principal Sum.

**Home Alteration and Vehicle Modification Benefit**

Benefit Maximum:	25% of the Covered Person’s Principal Sum up to a Maximum Benefit of \$25,000
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**Rehabilitation Benefit**

Benefit Amount:	25% of the Covered Person’s Principal Sum up to a Maximum Benefit of \$25,000
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**Repatriation of Remains Benefit**

Benefit Maximum:	100% of Covered Expenses
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**Seatbelt and Airbag Benefit**

Seatbelt Benefit Amount:	25% of the Covered Person’s Principal Sum up to a Maximum Benefit of \$25,000
Airbag Benefit Amount:	10% of the Covered Person’s Principal Sum up to a Maximum Benefit of \$25,000
Default Benefit Amount:	\$2,500



**INITIAL PREMIUM RATES:**

\$22,657.00 per Annual Installment

## DEFINITIONS

Please note, certain words used in this document have specific meanings. These terms will be capitalized throughout the document. The definition of any word, if not defined in the text where it is used, may be found either in this Definitions section or in the *Schedule of Benefits*.

**“Active Service”** means a Covered Person is either 1) actively at work performing all regular duties at his or her employer’s place of business or someplace the employer requires him or her to be; 2) employed, but on a scheduled holiday, vacation day, or period of approved paid leave of absence; or 3) if not employed, able to engage in substantially all of the usual activities of a person in good health of like age and sex and not confined in a Hospital or rehabilitation or rest facility.

**“Covered Accident”** means an accident that occurs while coverage is in force for a Covered Person and results directly and independently of all other causes in a loss or Injury covered by the Policy for which benefits are payable.

**“Covered Activity”** means any activity in which a Covered Person must be engaged when a Covered Accident occurs in order to be eligible for benefits under the Policy. These Covered Activities are listed in the *Schedule of Benefits* and described in the Hazards section of the Policy.

**“Covered Loss” or “Covered Losses”** means an accidental death, dismemberment, or other Injury covered under the Policy.

**“Covered Person”** means any eligible person, including Dependents if eligible for coverage under the Policy, for whom the required premium is paid. If the cost for this insurance is paid for by the Policyholder, individual applications are not required for an eligible person to be a Covered Person.

**“Dependent”** means an Insured’s lawful spouse or an Insured’s unmarried child, from the moment of birth to age 19, 25 if a full-time student, who is chiefly dependent on the Insured for support. A child, for eligibility purposes, includes an Insured’s natural child; adopted child, beginning with any waiting period pending finalization of the child’s adoption; or a stepchild who resides with the Insured or depends on the Insured for financial support. A Dependent may also include any person related to the Insured by blood or marriage and for whom the Insured is allowed a deduction under the Internal Revenue Code.

Insurance will continue for any Dependent child who reaches the age limit and continues to meet the following conditions: 1) the child is handicapped, 2) is not capable of self-support and 3) depends mainly on the Insured for support and maintenance. The Insured must send Us satisfactory proof that the child meets these conditions, when requested. We will not ask for proof more than once a year.

**“Doctor”** means a licensed health care provider acting within the scope of his or her license and rendering care or treatment to a Covered Person that is appropriate for the conditions and locality. It will not include a Covered Person or a member of the Covered Person’s Immediate Family or household.

**“Hospital”** means an institution that: 1) operates as a Hospital pursuant to law for the care, treatment, and providing of in-patient services for sick or injured persons; 2) provides 24-hour



nursing service by Registered Nurses on duty or call; 3) has a staff of one or more licensed Doctors available at all times; 4) provides organized facilities for diagnosis, treatment and surgery, either: (i) on its premises; or (ii) in facilities available to it, on a pre-arranged basis; 5) is not primarily a nursing care facility, rest home, convalescent home, or similar establishment, or any separate ward, wing or section of a Hospital used as such; and 6) is not a place for drug addicts, alcoholics, or the aged.

**“Injury”** means accidental bodily harm sustained by a Covered Person that results directly and independently from all other causes from a Covered Accident. The Injury must be caused solely through external, violent and accidental means. All injuries sustained by one person in any one Covered Accident, including all related conditions and recurrent symptoms of these injuries, are considered a single Injury.

**“Insured”** means a person in a Class of Eligible Persons for whom the required premium is paid making insurance in effect for that person.

**“Medical Emergency”** means a condition caused by an Injury or Sickness that manifests itself by symptoms of sufficient severity that a prudent lay person possessing an average knowledge of health and medicine would reasonably expect that failure to receive immediate medical attention would place the health of the person in serious jeopardy.

**“Medically Necessary”** means a treatment, service or supply that is: 1) required to treat an Injury; 2) prescribed or ordered by a Doctor or furnished by a Hospital; 3) performed in the least costly setting required by the Covered Person’s condition; and 4) consistent with the medical and surgical practices prevailing in the area for treatment of the condition at the time rendered. Purchasing or renting 1) air conditioners; 2) air purifiers; 3) motorized transportation equipment; 4) escalators or elevators in private homes; 5) eye glass frames or lenses; 6) hearing aids; 7) swimming pools or supplies for them; and 8) general exercise equipment are not Medically Necessary. A service or supply may not be Medically Necessary if a less intensive or more appropriate diagnostic or treatment alternative could have been used. We may consider the cost of the alternative to be the Covered Expense.

**“Sickness”** means an illness, disease or condition of the Covered Person that causes a loss for which a Covered Person incurs medical expenses while covered under this Policy. All related conditions and recurrent symptoms of the same or similar condition will be considered one Sickness.

**“We,” “Our,” “Us”** means the insurance company underwriting this insurance or its authorized agent.



## ELIGIBILITY FOR INSURANCE

Each person in one of the Classes of Eligible Persons shown in the *Schedule of Benefits* is eligible to be insured on the Policy Effective Date, or the day he or she becomes eligible, if later. We maintain the right to investigate eligibility status and attendance records to verify eligibility requirements are met. If We discover the eligibility requirements are not met, Our only obligation is to refund any premium paid for that person.

An Insured's Dependent is eligible on the date:

1. the Insured is eligible, if the Insured has Dependents on that date; or
2. the date the person becomes a Dependent, if later.

In no event will a Dependent be eligible if the Insured is not eligible.

## EFFECTIVE DATE OF INSURANCE

An Eligible Person will be insured on the later of Policy Effective Date or the date he or she is eligible, if not required to contribute to the cost of this insurance.

If an Eligible Person or Dependent is not in Active Service on the date insurance would otherwise be effective, it will be effective on the date he or she returns to Active Service. A Dependent's insurance will not be in effect prior to the date an Eligible Person is insured.

## TERMINATION DATE OF INSURANCE

An Insured's coverage will end on the earliest of the date:

1. the Policy terminates;
2. the Insured is no longer eligible; or
3. the period ends for which premium is paid.

A Dependent's coverage will end on the earliest of the date:

1. he or she is no longer a Dependent;
2. the Insured's coverage ends; or
3. the period ends for which premium is paid.



## DESCRIPTION OF BENEFITS

The following Provisions explain the benefits available under the Policy. Please see the *Schedule of Benefits* for the applicability of these benefits on a class level.

### Accidental Death and Dismemberment Benefits

If Injury to the Covered Person results in any one of the losses shown below within 365 days from the date of a Covered Accident, We will pay the Benefit Amount shown below for that loss. The Principal Sum is shown in the *Schedule of Benefits*. If multiple losses occur, only one Benefit Amount, the largest, will be paid for all losses due to the same Covered Accident.

#### Schedule of Covered Losses

Covered Loss	Benefit Amount
Life.....	100% of the Principal Sum
Two or more Members.....	100% of the Principal Sum
Quadriplegia .....	100% of the Principal Sum
One Member.....	50% of the Principal Sum
Hemiplegia.....	50% of the Principal Sum
Paraplegia .....	75% of the Principal Sum
Thumb and Index Finger of the Same Hand .....	25% of the Principal Sum
Uniplegia.....	25% of the Principal Sum

“Quadriplegia” means total Paralysis of both upper and lower limbs. “Hemiplegia” means total Paralysis of the upper and lower limbs on one side of the body. “Uniplegia” means total Paralysis of one lower limb or one upper limb. “Paraplegia” means total Paralysis of both lower limbs or both upper limbs. “Paralysis” means total loss of use. A Doctor must determine the loss of use to be complete and not reversible at the time the claim is submitted.

“Member” means Loss of Hand or Foot, Loss of Sight, Loss of Speech and Loss of Hearing. “Loss of Hand or Foot” means complete Severance through or above the wrist or ankle joint. “Loss of Sight” means the total, permanent Loss of Sight of one eye. “Loss of Speech” means total and permanent loss of audible communication that is irrecoverable by natural, surgical or artificial means. “Loss of Hearing” means total and permanent Loss of Hearing in both ears that is irrecoverable and cannot be corrected by any means. “Loss of a Thumb and Index Finger of the Same Hand” means complete Severance through or above the metacarpophalangeal joints of the same hand (the joints between the fingers and the hand). “Severance” means the complete separation and dismemberment of the part from the body.

### Bereavement and Trauma Counseling Benefit

We will pay counseling sessions, up to the Benefit Maximum shown in the *Schedule of Benefits*, subject to the following conditions, when the Covered Person and/or Immediate Family Member requires bereavement and trauma counseling because the Covered Person suffered a Covered Loss that resulted directly and independently of all other causes from a Covered Accident. Such counseling must meet all of the following conditions:

1. covered bereavement and trauma counseling expenses must be incurred within one year from the date of the Covered Accident causing the Covered Loss;
2. the expense is charged for a bereavement or trauma counseling session for the Covered Person and/or one or more of his or her Immediate Family Members;
3. counseling is provided under the care, supervision or order of a Doctor; and

4. a charge would have been made if no insurance existed.

"Immediate Family Member" means a person who is related to the Covered Person in any of the following ways: spouse, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, father-in-law, parent (includes stepparent), brother or sister (includes stepbrother or stepsister) or child (includes legally adopted child or stepchild), grandchild and grandparent.

Covered bereavement and trauma counseling benefits do not include any expense for which the Covered Person is entitled to benefits under any Workers' Compensation Act or similar law.

### **Coma Benefit**

We will pay the Coma Benefit shown in the *Schedule of Benefits* if a Covered Person becomes Comatose within 31 days of a Covered Accident and remains in a Coma for at least 31 days.

We reserve the right, at the end of the first 31 days of Coma, to require proof that the Covered Person remains Comatose. This proof may include, but is not limited to, requiring an independent medical examination at Our expense.

We will pay this benefit in periodic payments and a lump sum as shown in the *Schedule of Benefits*. Periodic payments will end on the first of the following dates:

1. the end of the month in which the Covered Person dies;
2. the end of the 11th month for which this benefit is payable;
3. the end of the month in which the Insured recovers from the Coma.

A person is deemed "Comatose" or in a "Coma" if he or she is in a profound stupor or state of complete and total unconsciousness, as the result of a Covered Accident.

### **Home Alteration and Vehicle Modification Benefit**

We will pay benefits shown in the *Schedule of Benefits*, subject to the following conditions, when the Covered Person suffers a Covered Loss, other than a Loss of Life, resulting directly and independently of all other causes from a Covered Accident.

This benefit will be payable if all of the following conditions are met:

1. prior to the date of the Covered Accident causing such Covered Loss, the Covered Person did not require the use of any adaptive devices or adaptation of residence and/or vehicle;
2. as a direct result of such Covered Loss, the Covered Person now requires such adaptive devices or adaptation of residence and/or vehicle to maintain an independent lifestyle;
3. the Covered Person requires home alteration or vehicle modification within one year of the date of the Covered Accident.

### **Rehabilitation Benefit**

We will pay the Rehabilitation Benefits shown in the *Schedule of Benefits*, if:

1. a Covered Person suffers an Accidental Dismemberment covered under the Policy; and
2. is participating in a Rehabilitation Program due to an Accidental Dismemberment; and
3. the Rehabilitation Program is prescribed by a Doctor.

Benefits are payable for:



1. the facility providing the Rehabilitation Program in which the Covered Person is participating; and
2. Immediate Family Members who incur expenses for travel to and from the location at which the Covered Person is participating in a Rehabilitation Program provided that actual receipts are submitted with the claim.

Benefits will end when the first of the following events occur:

1. the date the Covered Person completes the Rehabilitation Program;
2. the date the Covered Person dies.

“Immediate Family Member” means a Covered Person’s parent, grandparent, spouse, child, brother, sister, or in-laws.

“Rehabilitation Program” means a specialized, intensive program for rehabilitation or assimilation at an accredited medical facility specializing in research, surgery, and training of persons with Accidental Dismemberment Covered Losses as outlined in the *Schedule of Covered Losses*.

### **Repatriation of Remains Benefit**

We will pay Repatriation of Remains Benefits as shown in the Schedule of Benefits for preparation and return of a Covered Person’s body to his or her home if he or she dies as a result of a Medical Emergency while traveling 100 miles or more away from his or her place of permanent residence. Covered expenses include:

1. expenses for embalming or cremation;
2. the least costly coffin or receptacle adequate for transporting the remains;
3. transporting the remains.
4. Escort Services: expenses for an Immediate Family Member or companion who is traveling with the Covered Person to join the Covered Person’s body during the repatriation to the Covered Person’s place of residence.

All transportation arrangements must be made by the most direct and economical route and conveyance possible and may not exceed the Covered Expenses for similar transportation in the locality where the expense is incurred.

Benefits will not be payable unless We (or Our authorized assistance provider) authorize in writing, or by an authorized electronic or telephonic means, all expenses in advance, and services are rendered by Our assistance provider.

### **Seatbelt and Airbag Benefit**

We will pay benefits shown in the *Schedule of Benefits*, subject to the conditions described below, when a Covered Person dies or is dismembered directly and independently from Injuries sustained while wearing a seatbelt and operating or riding as a passenger in an Automobile. An additional benefit is provided, if the Covered Person was also positioned in a seat protected by a properly-functioning and properly deployed Supplemental Restraint System (Airbag).

Verification of proper use of the seatbelt at the time of the Covered Accident and that the Supplemental Restraint System properly inflated upon impact must be a part of an official police report of the Covered Accident or be certified, in writing, by the investigating officer(s) and submitted with the Covered Person’s claim to Us.



If such certification or police report is not available or it is unclear whether the Covered Person was wearing a seatbelt or positioned in a seat protected by a properly functioning and properly deployed Supplemental Restraint System, We will pay a default benefit shown in the *Schedule of Benefits* to the Covered Person's beneficiary.

In the case of a child, seatbelt means a child restraint, as required by state law and approved by the National Highway Traffic Safety Administration, properly secured and being used as recommended by its manufacturer for children of like age and weight at the time of the Covered Accident.

"Supplemental Restraint System" means an airbag that inflates upon impact for added protection to the head and chest areas.

"Automobile" means a self-propelled, private passenger motor vehicle with four or more wheels that is a type both designed and required to be licensed for use on the highway of any state or country. Automobile includes, but is not limited to, a sedan, station wagon, sport utility vehicle, or a motor vehicle of the pickup, van, camper, or motor home type. Automobile does not include a mobile home or any motor vehicle that is used in mass or public transit.

## **HAZARDS INSURED AGAINST**

We will pay benefits described in this Policy when a Covered Person suffers a loss or Injury as a result of a Covered Accident during one of the Covered Activities listed in the *Schedule of Benefits*. We will only pay benefits if the Insured is engaged in one of the hazards described below when the Covered Accident occurs. Unless otherwise specified, We pay benefits only once for any one Covered Accident, even if it is covered by more than one hazard.

### **Exposure & Disappearance**

Coverage under this hazard includes exposure to the elements after the forced landing, stranding, sinking, or wrecking of a vehicle in which the Covered Person was traveling.

A Covered Person is presumed dead if:

1. he or she is in a vehicle that disappears, sinks, or is stranded or wrecked on a trip covered by this Policy; and
2. the body is not found within one year of the Covered Accident.

### **Alternative Commuting**

The Covered Accident must take place:

1. while the Insured is using an alternate means of transportation for commuting directly between his or her home and the Policyholder's premises where he or she normally works; and
2. when such use is necessitated by discontinuance of service, strike, or major breakdown of one or more public conveyance transportation systems that the Insured regularly uses in commuting.



Benefits will not be payable for Covered Accidents that occur more than two hours after the Insured leaves his or her home or place of employment, unless it can be conclusively established that:

1. the delay was caused by conditions beyond the Insured's control; or
2. more time was needed for normal direct commuting.

### **Bomb Scare, Bomb Search, or Bomb Explosion**

The Covered Accident must take place while:

1. the Insured is on the Policyholder's premises when the Covered Accident occurs; and
2. the Covered Accident is caused by or results from a Bomb Scare, Search, or Explosion, as defined below.

"Bomb" means any real or dummy explosive device placed with intent to damage, scare, or cause injury.

"Scare" means any real or false report of a Bomb on the premises of the Policyholder.

"Search" means any organized search for a reported Bomb.

"Explosion" means any detonation of a Bomb on the Policyholder's premises that appears to have been intended to cause injury or unlawful property damage, whether or not the presence of the Bomb was reported before detonation. It does not include any act of declared or undeclared war in the United States of America or Canada, or acceptance of known explosives as cargo.

### **Business Travel**

The Covered Accident must take place while traveling:

1. on business for the Policyholder; and
2. in the course of the Policyholder's business.

This coverage does not include commuting between home and the place of work.

This coverage will start at the actual start of the trip. It does not matter whether the trip starts at the Covered Person's home, place of work, or other place. It will end on the first of the following dates to occur:

1. the date a Covered Person returns to his or her home;
2. the date a Covered Person returns to his or her place of work; or
3. the date a Covered Person's Personal Deviation is more than 7 day(s).

"Personal Deviation" means:

1. an activity that is not reasonably related to the Policyholder's business; and
2. not incidental to the purpose of the trip.

### **Felonious Assault**

The Covered Accident must:

1. take place on the Policyholder's premises; and
2. be in the course of a Covered Person's job; and,



3. be caused by or results directly and independently from a Felonious Assault, as defined below.

The assault must be inflicted by a person other than another person covered by the Policy, a Covered Person's Immediate Family Member or Household Member. A police report detailing the felonious assault must be provided.

The Covered Accident must occur during any of the following:

1. actual or attempted robbery or holdup; or
2. actual or attempted kidnapping; or
3. any other type of intentional assault that is a crime classified as a felony by the governing statute or common law in the state where the assault occurred.

"Felonious Assault" means a criminal act or an act of physical violence against a person covered by this Policy. "Immediate Family Member" means a Covered Person's parent, sister, brother, husband, wife, or children. "Household Member" means a person who maintains residence at the same address as the Covered Person.

### **Hijacking and Air Piracy**

The Covered Accident must:

1. take place during the:
  - a) hijacking of an Aircraft;
  - b) air piracy; or
  - c) unlawful seizure or attempted seizure of an Aircraft; and
2. take place while the Insured is in the course of the Policyholder's business.

Coverage begins with the onset of the hijacking or air piracy and continues while the Covered Person is subject to the control of the person or persons responsible for the Hijacking/Air Piracy and during travel directly to his or her home or scheduled destinations.

"Hijacking" or "Air Piracy," as used here, means the unlawful seizure or wrongful exercise of control of an aircraft or conveyance, or the crew thereof, in which the Covered Person is traveling solely as a passenger.

### **Owned Aircraft Not Covered**

Benefits will not be paid if the aircraft is owned, leased, or controlled by the Policyholder or any of the Policyholder's affiliates. An aircraft will be deemed "controlled" by the Policyholder if the Policyholder may use it for more than 10 straight days or more than 15 days in any year.

### **Terrorism**

We will pay benefits if a covered person is injured while on your premises and in the course of his or her job. The accident must result directly from terrorism or terrorist acts.

"Terrorism" or "terrorist acts" means an activity that:

1. involves any violent act or any act dangerous to human life and that threatens or causes injury to persons; and
2. appears to be in any way intended to:
  - a. intimidate or coerce a civilian population; or



- b. disrupt any segment of a nation's economy; or
- c. influence the policy of a government by intimidation or coercion; or
- d. affect the conduct of a government by mass destruction, assassination, kidnapping, or hostage taking; or
- e. respond to governmental action or policy.

It includes the use of any nuclear weapon or device or the emission, discharge, dispersal, release, or escape of any solid liquid or gaseous chemical or biological agent. It shall also include any incident declared to be an act of terrorism by an official, department, or agency that has been specifically authorized by federal statute to make such a determination.

## EXCLUSIONS

We will not pay benefits for any loss or Injury that is caused by, or results from:

- intentionally self-inflicted Injury.
- suicide or attempted suicide.
- war or any act of war, whether declared or not.
- a Covered Accident that occurs while on active duty service in the military, naval or air force of any country or international organization. Upon Our receipt of proof of service, We will refund any premium paid for this time. Reserve or National Guard active duty training is not excluded unless it extends beyond 31 days.
- sickness, disease, bodily or mental infirmity, bacterial or viral infection, or medical or surgical treatment thereof, except for any bacterial infection resulting from an accidental external cut or wound or accidental ingestion of contaminated food.
- piloting or serving as a crewmember in any aircraft (except as provided by the Policy).
- commission of, or attempt to commit, a felony.

This insurance does not apply to the extent that trade or economic sanctions or regulations prohibit Us from providing insurance, including, but not limited to, the payment of claims.

## CLAIM PROVISIONS

**Notice Of Claim:** A claimant must give Us or Our authorized representative written (or authorized electronic or telephonic) notice of claim within 90 days after any loss covered by the Policy occurs. If notice cannot be given within that time, it must be given as soon as reasonably possible. This notice should identify the Covered Person and the Policy Number.

**Claim Forms:** Upon receiving written notice of claim, We will send claim forms to the claimant within 15 days. If We do not furnish such claim forms, the claimant will satisfy the requirements of written proof of loss by sending the written (or authorized electronic or telephonic) proof as shown below. The proof must describe the occurrence, extent and nature of the loss.

**Proof Of Loss:** Written (or authorized electronic or telephonic) proof of loss must be sent to the agent authorized to receive it. Written (or authorized electronic or telephonic) proof must be given within 90 days after the date of loss. If it cannot be provided within that time, it should be sent as soon as reasonably possible. In no event, except in the absence of legal capacity, should proof of loss be sent later than one year from the time proof is otherwise required.

**Claimant Cooperation Provision:** Failure of a claimant to cooperate with Us in the administration of a claim may result in the termination of a claim. Such cooperation includes, but is not limited to, providing any information or documents needed to determine whether benefits are payable or the actual benefit amount due.

**Time Payment Of Claims:** Any benefits due will be paid when We receive written (or authorized electronic or telephonic) proof of loss.

**Payment Of Claims:** If the Insured dies, any death benefits or other benefits unpaid at the time of the Insured's death will be paid to the beneficiary our records indicate the Insured designated for these plan benefits.

If there is no named beneficiary or surviving beneficiary on record with us or Our authorized agent, We pay benefits in equal shares to the first surviving class of the following: 1) Spouse; 2) Children; 3) Parents; 4) Brothers and sisters. If there are no survivors in any of these classes, We will pay the Insured's estate.

All other benefits will be paid to the Insured. If the Insured is: (1) a minor; or (2) in Our opinion unable to give a valid release because of incompetence, We may pay any amount due to a parent, guardian, or other person actually supporting him or her. Any payment made in good faith will end Our liability to the extent of the payment.

If a Covered Loss is suffered by a Covered Person who resides outside of the United States, its territories and possessions and in a Country where the Company is not permitted to provide insurance without a License, the Company will pay benefits under the Policy to the Policyholder, who:

1. will hold such payment in trust for the sole use and benefit of the insured employee or his or her beneficiary or other person to whom such benefits are payable ("Payee"); and
2. will remit such payment to the Payee in accordance with applicable law.

Any such payment the Company makes to the Policyholder is a full discharge of the Company's liability for the claim for which payment is made.

"Country" includes any political jurisdiction that independently regulates the licensing of insurance companies.

"License" or "Licensed" means with respect to any Country, authorized or otherwise permitted in accordance with applicable law to conduct the business of accident and sickness insurance in such Country.

**Facility of Payment:** If the Policy provides coverage, limits or conditions that are broader in meaning or scope than those of a Locally Admitted Policy providing insurance to a Covered Person who resides outside of the United States, its territories and possessions, then subject to the "Payment of Claims" subsection, this Policy will pay benefits for a Covered Loss on an excess basis to the extent of the difference in any coverage, conditions or limits in the policies. Any payment made under this Policy will be governed by the limitations, exclusions and other terms and conditions of the Policy. In no event will the coverage afforded under this Policy, in combination with such additional Locally Admitted Policy, exceed the benefits payable under this Policy.

"Locally Admitted Policy" means an insurance policy that is issued by Us or requested by Us or Our affiliated insurance company to be issued to your or one of your subsidiary or affiliated entities in a Country other than the United States, its territories and possessions.

**Beneficiary:** The Insured may designate a beneficiary. The Insured has the right to change the beneficiary at any time by written (or electronic and telephonic) notice. If the Insured is a minor,



his or her parent or guardian may exercise this right for him or her. The change will be effective when We or Our authorized agent receive it. When received, the effective date is the date the notice was signed. We are not liable for any payments made before the change was received. We cannot attest to the validity of a change.

The Insured is the beneficiary for any covered Dependent.

**Assignment:** At the request of the Insured or his or her parent or guardian, if the Insured is a minor, medical benefits may be paid to the provider of service. Any payment made in good faith will end our liability to the extent of the payment.

**Physical Examinations And Autopsy:** We have the right to have a Doctor of Our choice examine the Covered Person as often as is reasonably necessary. This section applies when a claim is pending or while benefits are being paid. We also have the right to request an autopsy in the case of death, unless the law forbids it. We will pay the cost of the examination or autopsy.

**Legal Actions:** No lawsuit or action in equity can be brought to recover on this Policy: (1) before 60 days following the date proof of loss was given to Us; or (2) after 3 years following the date proof of loss is required.

## ADMINISTRATIVE PROVISIONS

**Premiums:** The premiums for this Policy will be based on the rates currently in force, the plan and amount of insurance in effect.

**Changes In Premium Rates:** We may change the premium rates from time to time with at least 31 days advanced written, or authorized electronic or telephonic notice. No change in rates will be made until 12 months after the Policy Effective Date. An increase in rates will not be made more often than once in a 12-month period. However, We reserve the right to change rates at any time if any of the following events take place.

1. The terms of the Policy change.
2. A division, subsidiary, affiliated organization or eligible class is added or deleted from the Policy.
3. Any federal or state law or regulation is amended to the extent it affects Our benefit obligation.
4. There is a change in the market factors or factors bearing on the risk assumed.

If an increase or decrease in rates takes place on a date that is not a Premium Due Date, a pro rata adjustment will apply from the date of the change to the next Premium Due Date.

**Payment of Premium:** The first Premium is due on the Policy Effective Date. If any premium is not paid when due, the Policy will be canceled as of the Premium Due Date, except as provided in the Policy Grace Period section.

**Policy Grace Period:** A Policy Grace Period of 31 days will be granted for the payment of the required premiums. The Policy will remain in force during the Grace Period. If the required premiums are not paid during the Policy Grace Period, insurance will end on the last Premium



Due Date on which required premiums were paid. The Policyholder will be liable to Us for any unpaid premium for the time the Policy was in force.

## GENERAL PROVISIONS

**Entire Contract; Changes:** The Policy (including any endorsements or amendments), the signed application of the Policyholder, and any individual applications of Covered Persons, are the entire contract. Any statements made by the Policyholder or Covered Persons will be treated as representations and not warranties. No such statement shall void the insurance, reduce the benefits, or be used in defense of a claim for loss incurred unless it is contained in a written application.

To be valid, any change or waiver must be in writing (or authorized electronic or telephonic communications). It must be signed by our president or secretary and be attached to the Policy. No agent has authority to change or waive any part of the Policy.

**Policy Effective Date And Termination Date:** The Policy begins on the Policy Effective Date shown on page 1 of the Policy. We may terminate this Policy by giving 31 days advance notice in writing (or authorized electronic or telephonic means) to the Policyholder. The Policyholder may terminate this Policy on any Premium Due Date by giving 31 days advance written (or authorized electronic or telephonic) notice to Us. This Policy terminates automatically on the earlier of: 1) the last day of the Policy Term; or 2) the Premium Due Date if Premiums are not paid when due. Termination takes effect at 12:00 a.m. (midnight) at the Policyholder's address on the date of termination.

**Clerical Error:** If a clerical error is made, it will not affect the insurance of any Covered Person. No error will continue the insurance of a Covered Person beyond the date it should end under the Policy terms.

**Examination Of Records And Audit:** We shall be permitted to examine and audit the Policyholder's books and records at any time during the term of the Policy and within 2 years after the final termination of the Policy as they relate to the premiums or subject matter of this insurance.

**Certificates Of Insurance:** Where it is required by law, or upon the request of the Policyholder, We will make available certificates outlining the insurance coverage and to whom benefits are payable under the Policy.

**Conformity With State Laws:** On the effective date of this Policy, any provision that is in conflict with the laws in the state where it is issued is amended to conform to the minimum requirements of such laws.

**Not In Lieu Of Workers' Compensation:** This Policy is not a workers' compensation policy. It does not provide workers' compensation benefits.



ACE American Insurance Company  
 (A Stock Company)  
 Philadelphia, PA  
 (Herein called We, Us, Our)

## War Risk Benefit Rider

**Policy Number: ADD N06567149**

**Effective Date: January 1, 2014**

**Policyholder: Freescale Semiconductor, Inc.**

**Rider #: 1**

This Rider form is made a part of the Policy to which it is attached as of the Effective Date shown above. If no Effective Date is shown, this Rider takes effect as of the Policy Effective Date. It applies only to Covered Accidents that occur on or after that date. This form is subject to all of the terms, limitations, and exclusions of the Policy, except as they are changed by it.

In return for payment of the required premium, the Policy is changed as follows.

The war exclusion is deleted to the extent coverage is provided by the terms and conditions described in this Rider. We will pay benefits as described in the Policy for Losses resulting from a Covered Accident caused by war or acts of war.

The Covered Accident may occur anywhere in the world, except the following countries:

- The United States
- The Covered Person's Home Country
- The Covered Person's Country of Permanent Assignment
- Specific Countries: Afghanistan, Iraq

"Home Country" means a country from which the Covered Person holds a passport. If the Covered Person holds passports from more than one Country, his or her Home Country will be the country that he or she has declared to Us in writing as his or her Home Country.

"Country of Permanent Assignment" means a country, other than a Covered Person's Home Country, in which the Policyholder requires a Covered Person to work for a period of time that exceeds 180 continuous days.

**Total Limit of Liability:** We will not pay more than \$10,000,000 per occurrence for the war risk benefits provided by this Rider. This limit shall apply to Injuries sustained in a Covered Accident from all acts of war in any consecutive 72-hour period. If, but for this provision, We would pay more than \$10,000,000, then the benefits We will pay under this Rider to each Covered Person will be reduced in the same proportion, so that the total amount We will pay for war risk coverage is \$10,000,000.

**Premiums and Coverage Subject to Change:** The premiums, benefits, and areas in which coverage is provided may be changed at any time, by sending written notice to the Policyholder at its most recent address in Our records at least 10 days prior to the date of change. These changes may be done as needed to reflect conditions that, in Our opinion, change the war risk exposure.

**Termination:** The Policyholder may cancel war risk coverage at any time by sending written notice to Us. The coverage will be cancelled on the later of: (1) the date We receive the notice; or (2) the termination date specified in the notice.

We may cancel coverage at any time by sending written notice to the Policyholder at its most recent address in Our records at least 10 days prior to the termination date. We will return any unearned premium that has been paid for this coverage. However, the return of premium is not a condition of termination.

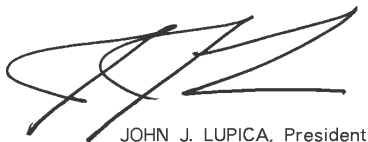
Change or termination of this coverage will not affect a claim that begins while this coverage is in force.

The Policyholder must submit at least annual reports of war risk exposure. We may require additional premium for war risk coverage to remain in effect.

Travel to the following countries must be reported to Us by the Policyholder prior to the commencement of a Trip and is subject to an additional charge based on the War Risk rates in effect at the time for: Afghanistan, Iraq

This form ends at the same time as the Policy to which it is attached.

Signed for ACE AMERICAN INSURANCE COMPANY at Philadelphia, Pennsylvania



JOHN J. LUPICA, President



CARMINE A. GIGANTI, Secretary



ACE American Insurance Company  
(A Stock Company)  
Philadelphia, PA 19106  
(Herein called We, Us, Our)

## Out-of-Country Medical Expense Benefit Rider

**Policy Number: ADD N06567149**

**Effective Date: January 1, 2014**

**For: Freescale Semiconductor, Inc.**

**Rider #: 2**

This Rider form is made a part of the Policy to which it is attached as of the Effective Date shown above. If no Effective Date is shown, this Rider takes effect as of the Policy Effective Date. It applies only to Covered Accidents and Sickesses that occur on or after that date. This form is subject to all of the terms, limitations, and exclusions of the Policy, except as they are changed by it.

In return for payment of the required premium, the Policy is changed as follows.

### ELIGIBILITY

Classes of Eligible Persons are defined in the Policy.

Dependents of Class(es) 1 Insureds are also eligible for coverage. A person may not be insured as a Dependent and an Insured at the same time.

We maintain the right to investigate eligibility status and attendance records to verify eligibility requirements are met. If We discover the eligibility requirements are not met, Our only obligation is to refund any premium paid for that person.

### COVERED ACTIVITY

We will pay the benefits described in this Rider only if a Covered Person suffers a loss or incurs a Covered Expense as the direct result of a Covered Accident or Sickness while traveling:

1. outside of his or her Home Country or Country of Permanent Assignment;
2. up to 180 days;
3. on business for the Policyholder; and
4. in the course of the Policyholder's business.

"Home Country" means a country from which the Covered Person holds a passport. If the Covered Person holds passports from more than one Country, his or her Home Country will be the country that he or she has declared to Us in writing as his or her Home Country.

"Country of Permanent Assignment" means a country, other than a Covered Person's Home Country, in which the Policyholder requires a Covered Person to work for a period of time that exceeds 180 continuous days.

### TERM OF COVERAGE





**“Personal Deviation”** means:

1. An activity that is not reasonably related to the Policyholder’s business; and
2. Not incidental to the purpose of the Trip.

**SCHEDULE OF BENEFITS**

**Medical Expense Benefits**

Total Maximum for all Medical Expense Benefits:

Class1	\$250,000
Spouse of Class 1	\$250,000
Children of Class 1	\$250,000

Maximum for Preexisting Conditions: treated as any other medical condition

Maximum for Dental Treatment  
(Injury Only): \$1,000

Maximum for Emergency Medical  
Treatment of Pregnancy: Treated as any other Medical Condition

Maximum for Room & Board Charges: the average semi-private room rate

Maximum for ICU Room &  
Board Charges: two (2) times the average semi-private room rate

Deductible: \$0 per Covered Accident or Sickness

Co-insurance Rate: 100% of the Usual and Customary Charges

Incurral Period: 30 days after the date of Covered Accident or Sickness

Maximum Benefit Period: The earlier of the date the Covered Person returns to his or her Home Country or Country of Permanent Assignment, or 52 Weeks from the date of a Covered Accident or Sickness

Maximum Period of Coverage: 180 days

**Emergency Medical Benefits**

Benefit Maximum: up to \$10,000

**Emergency Medical Evacuation Benefit**

Benefit Maximum: 100% of Covered Expenses



## Repatriation of Remains Benefit

Benefit Maximum: 100% of Covered Expenses

### DESCRIPTION OF BENEFITS

#### Medical Expense Benefits

We will pay Medical Expense Benefits for Covered Expenses that result directly, and from no other cause, from a Covered Accident or Sickness. These benefits are subject to the Deductible, Co-insurance Rate, Maximum Benefit Period, Benefit Maximum, and other terms or limits shown in the Policy and this Rider.

Medical Expense Benefits are only payable:

1. for Usual and Customary Charges incurred after the Deductible, if any, has been met;
2. for those Medically Necessary Covered Expenses that the Covered Person incurs;
3. for charges incurred for services rendered to the Covered Person while traveling outside of his or her Home Country or Country of Permanent Assignment; and
4. provided the first charge is incurred within the Incurral Period shown in the Schedule of Benefits.

#### Covered Medical Expenses

1. Hospital semi-private room and board (or room and board in an intensive care unit); Hospital ancillary services (including, but not limited to, use of the operating room or emergency room);
2. Services of a Doctor or a registered nurse (R.N.);
3. Ambulance service to or from a Hospital;
4. Laboratory tests;
5. Radiological procedures;
6. Anesthetics and their administration;
7. Blood, blood products, artificial blood products, and the transfusion thereof;
8. Physiotherapy;
9. Medicines or drugs administered by a Doctor or that can be obtained only with a Doctor's written prescription;
10. Dental charges for Injury to sound, natural teeth;
11. Emergency medical treatment of pregnancy;
12. Artificial limbs or eyes (not including replacement of these items);
13. Casts, splints, trusses, crutches, and braces (not including replacement of these items or dental braces);
14. Oxygen or rental equipment for administration of oxygen;
15. Rental of a wheelchair or hospital-type bed; and
16. Rental of mechanical equipment for treatment of respiratory paralysis.

#### Emergency Medical Benefits

We will pay Emergency Medical Benefits as shown in the *Schedule of Benefits* for Covered Expenses incurred for emergency medical services to treat a Covered Person. Benefits are payable up to the Maximum Benefit shown in the *Schedule of Benefits* if the Covered Person:

1. suffers a Medical Emergency during the course of the Trip; and



2. is traveling outside of his or her Home Country or Country of Permanent Assignment.

Covered Expenses:

1. Medical Expense Guarantee: expenses for guarantee of payment to a medical provider.
2. Hospital Admission Guarantee: expenses for guarantee of payment to a Hospital or treatment facility.

Benefits for these Covered Expenses will not be payable unless:

1. the charges incurred are Medically Necessary and do not exceed the charges for similar treatment, services or supplies in the locality where the expense is incurred; and
2. do not include charges that would not have been made if there were no insurance.

Benefits will not be payable unless We (or Our authorized assistance provider) authorize in writing, or by an authorized electronic or telephonic means, all expenses in advance, and services are rendered by Our assistance provider.

### **Emergency Medical Evacuation Benefit**

We will pay Emergency Medical Evacuation Benefits as shown in the *Schedule of Benefits* for Covered Expenses incurred for the medical evacuation of a Covered Person. Benefits are payable up to the Benefit Maximum shown in the *Schedule of Benefits*, if the Covered Person:

1. suffers a Medical Emergency during the course of the Trip;
2. requires Emergency Medical Evacuation; and
3. is traveling outside of his or her Home Country or Country of Permanent Assignment.

Covered Expenses:

1. Medical Transport: expenses for transportation under medical supervision to a different hospital, treatment facility or to the Covered Person's place of residence for Medically Necessary treatment in the event of the Covered Person's Medical Emergency and upon the request of the Doctor designated by Our assistance provider in consultation with the local attending Doctor.
2. Dispatch of a Doctor or Specialist: the Doctor's or specialist's travel expenses and the medical services provided on location, if, based on the information available, a Covered Person's condition cannot be adequately assessed to evaluate the need for transport or evacuation and a doctor or specialist is dispatched by Our service provider to the Covered Person's location to make the assessment.
3. Return of Dependent Child(ren): expenses to return each Dependent child who is under age 18 to his or her principal residence if a) the Covered Person is age 18 or older; and b) the Covered Person is the only person traveling with the minor Dependent child(ren); and c) the Covered Person suffers a Medical Emergency and must be confined in a Hospital.
4. Escort Services: expenses for an Immediate Family Member or companion who is traveling with the Covered Person to join the Covered Person during the Covered Person's emergency medical evacuation to a different hospital, treatment facility, or the Covered Person's place of residence.

Benefits for these Covered Expenses will not be payable unless:

1. the Doctor ordering the Emergency Medical Evacuation certifies the severity of the Covered Person's Medical Emergency requires an Emergency Medical Evacuation;



2. all transportation arrangements made for the Emergency Medical Evacuation are by the most direct and economical conveyance and route possible;
3. the charges incurred are Medically Necessary and do not exceed the charges for similar transportation, treatment, services or supplies in the locality where the expense is incurred; and
4. do not include charges that would not have been made if there were no insurance.

Benefits will not be payable unless We (or Our authorized assistance provider) authorize in writing, or by an authorized electronic or telephonic means, all expenses in advance, and services are rendered by Our assistance provider. In the event the Covered Person refuses to be medically evacuated, we will not be liable for any medical expenses incurred after the date medical evacuation is recommended.

### **Repatriation of Remains Benefit**

We will pay Repatriation of Remains Benefits as shown in the *Schedule of Benefits* for preparation and return of a Covered Person's body to his or her home if he or she dies as a result of a Medical Emergency while traveling outside of his or her Home Country or Country of Permanent Assignment. Covered expenses include:

1. expenses for embalming or cremation;
2. the least costly coffin or receptacle adequate for transporting the remains;
3. transporting the remains;
4. Escort Services: expenses for an Immediate Family Member or companion who is traveling with the Covered Person to join the Covered Person's body during the repatriation to the Covered Person's place of residence.

All transportation arrangements must be made by the most direct and economical route and conveyance possible and may not exceed the charges for similar transportation in the locality where the expense is incurred. Benefits will not be payable unless We (or Our authorized assistance provider) authorize in writing, or by an authorized electronic or telephonic means, all expenses in advance, and services are rendered by Our assistance provider.

### **EXCLUSIONS AND LIMITATIONS**

In addition to the Policy Exclusions, We will not pay benefits for any loss, treatment, or services resulting from or contributed to by:

- Routine physicals and care of any kind.
- Routine dental care and treatment.
- Cosmetic surgery, except for reconstructive surgery needed as the result of an Injury.
- Routine nursery care.
- Eye refractions or eye examinations for the purpose of prescribing corrective lenses or for the fitting thereof; eyeglasses, contact lenses, and hearing aids.
- Services, supplies, or treatment including any period of Hospital confinement which is not recommended, approved, and certified as medically necessary and reasonable by a Doctor, or expenses which are non-medical in nature.
- Treatment or service provided by a private duty nurse.
- Treatment by any Immediate Family Member or member of the Insured's household.



- Expenses incurred during holiday travel, or travel for purposes of seeking medical care or treatment, or for any other travel that is not in the course of the Policyholder's business (unless Personal Deviations are specifically covered).
- Covered medical expenses for which the Covered Person would not be responsible for in the absence of the Policy.
- Injury or sickness for which benefits are paid or payable under any workers' compensation or occupational disease law or act, or similar legislation, whether United States federal or foreign law.

If we determine the benefits paid under this Rider are eligible benefits under any other benefit plan, We may seek to recover any expenses covered by another plan to the extent that the Insured is eligible for reimbursement.

This insurance does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit us from providing insurance, including, but not limited to, the payment of claims. All other terms and conditions of policy remain unchanged.

## DEFINITIONS

**"Immediate Family Member"** means a Covered Person's spouse, child, brother, sister, parent, grandparent, or in-laws.

**"Medical Emergency"** means a condition caused by an Injury or Sickness that manifests itself by symptoms of sufficient severity that a prudent lay person possessing an average knowledge of health and medicine would reasonably expect that failure to receive immediate medical attention would place the health of the person in serious jeopardy.

**"Preexisting Condition"** means an illness, disease, or other condition of the Covered Person that in the 3 months period before the Covered Person's coverage became effective under the Policy:

1. first manifested itself, worsened, became acute, or exhibited symptoms that would have caused a person to seek diagnosis, care, or treatment; or
2. required taking prescribed drugs or medicines, unless the condition for which the prescribed drug or medicine is taken remains controlled without any change in the required prescription; or
3. was treated by a Doctor or treatment had been recommended by a Doctor.

**"Sickness"** means an illness, disease, or condition of the Covered Person that causes a loss for which a Covered Person incurs medical expenses while covered under this Policy. All related conditions and recurrent symptoms of the same or similar condition will be considered one Sickness.

**"Trip"** means Policyholder sponsored travel by air, land, or sea from the Covered Person's Home Country or Country of Permanent Assignment.


**"Usual and Customary Charge"** means the average amount charged by most providers for treatment, service, or supplies in the geographic area where the treatment, service, or supply is provided.

**ASSIGNMENT OF BENEFITS**

We may pay benefits directly to any Hospital or person rendering covered services, unless the Covered Person requests otherwise in writing no later than the time he or she submits written proof of loss.

This form ends at the same time as the Policy to which it is attached.

Signed for ACE American Insurance Company in Philadelphia, Pennsylvania.



JOHN J. LUPICA, President



CARMINE A. GIGANTI, Secretary

**THIS RIDER PROVIDES OUT-OF-COUNTRY MEDICAL EXPENSE BENEFITS THAT ARE SUPPLEMENTAL TO BENEFITS UNDER A DOMESTIC GROUP HEALTH PLAN.**



Insurance policies providing certain health insurance coverage issued or renewed on or after September 23, 2010 are required to comply with all applicable requirements of the Patient Protection and Affordable Care Act ("PPACA"). However, there are a number of insurance coverages that are specifically exempt from the requirements of PPACA (See § 2791 of the Public Health Services Act).

ACE USA Accident & Health maintains that this Out-of-Country Medical Rider is supplemental coverage to coverage under a group health plan and is, therefore, exempt from the requirements of PPACA.

ACE continues to monitor healthcare reform laws and regulations to determine any impact on its products. Should there be any change that requires modification of this plan, we reserve the right to change the plan and rates accordingly.

Please understand that this is not intended as legal advice. For legal advice on PPACA, please consult with your own legal counsel or tax advisor directly.



ACE A&H Division offers worldwide travel assistance services to employees, students and their eligible dependents or other individuals covered under its accident and sickness insurance plans. These services are provided by ACE's Assistance Provider and are not insured benefits. Your insurance plan may provide for reimbursement of some or all service expenses based on the terms and conditions of the policy of insurance you have purchased.

## Eligibility for Services

Employees, students and their eligible dependents, if covered under an ACE Accident & Sickness policy, are eligible for services during the policy term subject to the limitations listed below. Emergency Medical Services and Emergency Travel Services are available only if a covered person is traveling at least 100 miles away from his or her legal residence or outside of his or her home country or country of permanent assignment. Access to the ACE Travel Assistance Website ([www.acetravelassistance.net](http://www.acetravelassistance.net)) and Pre-trip information services are available at any time. Security assistance services are available if a covered person is traveling outside of his or her home country, country of permanent assignment or residence.

## 24-Hour Access

ACE Insured's can reach the multilingual response center to confirm coverage and obtain access to available services by calling toll-free or direct dial by facsimile or by e-mail 24 hours a day, 365 days a year.

The following is a brief summary of services available:

## EMERGENCY MEDICAL SERVICES

- Medical Monitoring

When notified of a Medical Emergency resulting from a covered accident or emergency sickness, ACE's Assistance Provider's multilingual staff will, in their judgment it is appropriate, attempt to contact local attending medical personnel to get a better understanding of the covered person's condition. If appropriate, ACE's Assistance Provider will monitor the covered person's condition and remain in communication with his or her family, subject to applicable privacy laws, until the medical problem is resolved.

- Medical Referrals

Upon request, ACE's Assistance Provider will use its best efforts to provide the names, addresses and telephone numbers of doctors, hospitals, dentists, and dental clinics in the area where the covered person is traveling. ACE's Assistance Provider will also attempt to confirm the availability of the provider, ascertain required payments that a covered person will be required to pay and make an appointment for a covered person with the medical provider of his or her choice.

In a serious Medical Emergency, the covered person is advised to first try to arrange for immediate emergency assistance through local sources and then call ACE's Assistance Provider. ACE's Assistance Provider is neither responsible for determining the appropriate medical specialty for handling the covered person's condition, nor does it provide medical diagnosis or treatment. We cannot guarantee the quality of the medical services provider or the medical facility. The final selection of a local doctor or medical facility is the right and responsibility of the covered person.

- Emergency Medical Payments, Medical Expense Guarantee, Hospital Admission Guarantee

When it is necessary to obtain Emergency medical services for a covered person, ACE's Assistance Provider will, arrange a payment guarantee to cover on-site medical and hospital expenses. If it is necessary to provide a guarantee of payment to a medical provider, or to make arrangements to pay in local currency, ACE's Assistance Provider will provide funds for emergency payments to cover on-site medical and hospital





expenses. This payment is limited to the maximum benefit allowable under the policy. ACE's Assistance Provider will work with you or the covered person's family to guarantee any amount required in excess of policy limits.

- Emergency Medical Transport, Medical Evacuation or Repatriation

In the event of a Medical Emergency and upon request of a doctor designated by ACE's Assistance Provider in consultation with a local attending Doctor, ACE's Assistance Provider will arrange and pay for transportation under medical supervision to a different hospital or treatment facility or repatriation to the covered person's place of residence for treatment if it is determined to be medically necessary. As part of a medical evacuation, ACE's Assistance Provider will also make all necessary arrangements for ground transportation to and from the hospital, as well as pre-admission arrangements, where possible, at the receiving hospital. Payment for these services is limited to the maximum benefit allowable under the Policy.

All medical decisions (such as the medical need for evacuation, medical equipment and the medical personnel to be used) and decisions regarding the final destination will be made by ACE's Assistance Provider's designated doctors in consultation with a local attending doctor based on medical factors. Their decisions shall be conclusive in determining the need for such services. Should you decide to make these arrangements without the assistance of ACE's Assistance Provider, we cannot be held liable for the services rendered or the cost. Any bills received for services arranged without ACE's Assistance Provider will be reviewed and processed in accordance with the lesser of the actual cost or the cost for the services had ACE's Assistance Provider made all of the arrangements.

- Dispatch of a Doctor or Specialist

If, based on the information available, a covered person's condition cannot be adequately assessed to evaluate the need for transport or evacuation, ACE's Assistance Provider will dispatch a doctor or specialist to the covered person's location to make an assessment. ACE's Assistance Provider will pay for the cost of the doctor's or specialist's travel and the services provided on location up to the maximum benefit allowable under the policy.

- Repatriation of Remains

In the event of a covered person's death while on a covered trip, ACE's Assistance Provider will arrange for and pay for all necessary expenses (including government authorization and documentation, requirements of the local authorities to transport the remains and a container appropriate for transportation) related to the repatriation of the remains to the covered person's place of residence for burial. Payment for these services is limited to the maximum benefit allowable under the policy. Should you decide to make these arrangements without the assistance of ACE's Assistance Provider, we cannot be held liable for the services rendered or the cost. Any bills received for services arranged without ACE's Assistance Provider will be reviewed and processed in accordance with the lesser of the actual cost or the cost of the services had ACE's Assistance Provider made all arrangements.

- Family Reunion Travel Arrangements

ACE's Assistance Provider will coordinate emergency travel arrangements for family members to join a hospitalized covered person or to accompany the covered person's mortal remains to the covered person's place of residence. Payment for these services is the responsibility of the traveling family member unless paid for by you or covered under the policy.

- Escort Transportation

If it is reasonably possible for a family member or companion traveling with the covered person to accompany the covered person during a medical evacuation, repatriation or repatriation of remains, ACE's Assistance Provider will make the necessary arrangements for the trip. Payment for these services is the responsibility of the traveling family member or companion unless paid by for you or covered under the policy.

- Return of Dependent Children

If a covered person who is traveling alone with dependent children under age 26 is hospitalized, and the dependent children are left unattended, ACE's Assistance Provider will arrange for the children's return



nome with an appropriate escort, if necessary. Any return tickets for the children must be exchanged for the new travel arrangements. Payment for these services is the responsibility of the covered person's family unless paid for by you or covered under the policy.

- Return of a Traveling Companion

If a covered person's traveling companion's trip is delayed and previously made travel arrangements are lost due to the covered person's Medical Emergency, at the option of the traveling companion, ACE's Assistance Provider will arrange for the traveling companion's new travel arrangements to his or her return destination or the next destination on the trip itinerary. Payment for these services is the responsibility of the traveling companion unless covered under the policy.

- Visit of a Family Member or Friend

If a covered person is traveling alone and must be hospitalized for more than five (5) consecutive days, ACE's Assistance Provider will make travel arrangement for one family member or one friend designated by the covered person from his or her home to the place where the covered person is hospitalized. Payment for these services is the responsibility of the traveling family member or friend unless covered under the policy.

- Replacement of Medication or Eyeglasses

If a covered person has an unexpected need for prescription medication while traveling; loses, forgets, or runs out of prescription medication or breaks, loses, or has eyeglasses stolen while traveling, ACE's Assistance Provider will attempt to locate the medication, eyeglasses or their equivalent and attempt to arrange for the covered person to obtain it locally, where it is available or to have it shipped to him or her, subject to local laws, if it is not available locally. Payment for the prescription medication, eyeglasses or any shipping expense is the covered person's responsibility unless covered under the policy.

## **SECURITY EVACUATION SERVICES**

- Political and Natural Disaster

In the event of a covered evacuation event and upon the request of the covered person, ACE's Assistance Provider, in consultation with their designated security consultant will arrange and pay for the transportation of a covered person to the nearest place of safety.

Insurance benefits, if applicable, will not be payable unless ACE's Assistance Provider authorizes all expenses in advance and these services are provided by our designated security consultant. Neither ACE's Assistance Provider nor the security consultant is responsible for the availability of transportation services. When an evacuation is impractical due to hostile or dangerous conditions the designated security consultant will make every effort to maintain contact until evacuation is possible.

Payment for these services is limited to the maximum benefit, if any, shown in the insurance policy.

- Consultation Services

ACE's Assistance Provider will provide access to a crisis hotline and security assistance center to discuss any safety concerns about travel locations or to secure immediate assistance while traveling.

Payment for consultation services is the responsibility of the group sponsor or the covered person.

## **EMERGENCY TRAVEL SERVICES**

- Emergency Message Relay

A covered person may send and receive emergency messages toll-free 24 hours a day through ACE's Assistance Provider's Response Center. This service is staffed by multilingual professionals and is available to a covered person to contact relatives, friends and business associates. This service offers unlimited usage as long as messages are related directly to an emergency situation.



- Emergency Travel Arrangements

ACE's Assistance Provider will make new reservations for airlines, hotels and other travel related services in the event of an emergency or unexpected need for a covered person to return home prior to the scheduled return date.

- Emergency Cash

ACE's Assistance Provider will deliver emergency funds to a covered person provided there is satisfactory guarantee of reimbursement. The method of delivery of emergency funds will vary according to the need in a given situation. A satisfactory guarantee of reimbursement is the ability to debit a covered person's valid credit or debit card in the amount required and a written guarantee of payment signed by the covered person.

- Legal Assistance/Bail

ACE's Assistance Provider will assist a covered person with locating local attorneys and will advance bail funds, where permitted by law and with satisfactory guarantee of reimbursement. A satisfactory guarantee of reimbursement is the ability to debit covered person's valid credit or debit card in the amount required and a written guarantee of payment signed by the covered person.

- Location of Lost Items

ACE's Assistance Provider will assist a covered person with arrangements to replace or forward copies of lost or stolen documents, including passports, drivers licenses and credit cards, as well as assist with procedures to file loss reports and to recover lost or stolen articles.

- Interpretation/Translation

The multilingual staff at the ACE's Assistance Provider's Response Center, will assist a covered person with foreign language and interpretation problems over the telephone or shall refer them to a certified translator, if required. Payment for these services is the responsibility of the person requesting the services if not covered under the policy.

## **INFORMATION SERVICES**

ACE clients and travelers will have access to a secure, web-based system for tracking global threats and receiving location based risk intelligence including:

- Up-to-the-minute travel alerts regarding political instability, civil unrest, disease outbreaks, crime patterns and worldwide terrorism news.
- Real-time country-specific trip briefs for intended travel destinations, including any safety and security issues for that city region or country, helpful security tips, plus any security precautions that should be adopted to avoid those risks.
- Country-specific health information including trip preparation advice and preferred medical facilities around the world.
- U.S. State Department Travel Warnings
- Online ability to locate preferred providers, obtain contact information for such providers, as well as their specialties and practices.

The following pre-trip information will be available to a covered person before they depart and while traveling on a covered trip:

- Visa, Passport, and Inoculation Requirements

ACE's Assistance Provider will provide information on the visa, inoculation, passport or immunization requirements of the foreign countries in which a covered person will be traveling.



- Cultural Information

ACE's Assistance Provider will provide information concerning cultural and other events, if available, in the area in which a covered person will travel.

- Temperature and Weather Conditions

ACE's Assistance Provider will provide a covered person with weather forecasts and temperatures for major cities around the world as well as domestic and international ski condition reports for major ski areas, if available.

- Embassy and Consular Referrals

ACE's Assistance Provider will provide a covered person with the address and telephone number of the nearest American Consulate or Embassy, as appropriate.

- Foreign Exchange Rates

ACE's Assistance Provider will provide information about foreign exchange rates between the U.S. dollar and most major currencies. The rates are updated Monday through Friday and may vary slightly from rates posted by local financial institutions. The rates provided by ACE's Assistance Provider are meant as general guidelines.

## Limitations

Payment for services rendered or the costs incurred by ACE's Assistance Provider on behalf of a covered person will be reimbursed by ACE to the extent covered under the policy. To the extent these services or any advanced payments are not covered under the policy, the Policyholder or the covered person will be responsible for payment. ACE reserves the right to recover any amounts paid outside of the policy limits from any third party who would otherwise be responsible for payment in the absence of the policy benefits.

All services must be arranged and approved by ACE's Assistance Provider to be covered under the Policy.

All travel arrangements will be economy fare for the most direct route available based on the traveler's designation. No deviations are allowed.

Some countries may present political or other obstacles that may render assistance services difficult or impossible to guarantee. ACE's Assistance Provider is not responsible for informing a covered person whether a country is "open" for assistance services prior to his or her departure or during his or her stay.

ACE's Assistance Provider reserves the right to suspend, curtail or limit its services in any areas in the event of rebellion, riot, insurrection, military uprising, war, terrorism, labor disputes, strikes, nuclear accidents, acts of God or refusal of the authorities to allow full access to provide services. Should a covered person travel in any area in which any of these events have occurred, ACE's Assistance Provider will endeavor to provide services to the best of its ability.

### IMPORTANT NOTICE

In all cases, the medical provider, facility, legal counsel or other professional service provider suggested by ACE's Assistance Provider are not employees or agents of ACE's Assistance Provider and the choice of provider is a covered person's alone. ACE's Assistance Provider assumes no liability for the services provided to a covered person under this arrangement, nor is it liable for any negligence or other wrongful acts or omissions of any of the legal or health care professionals providing services to a covered person.



## ATTENTION

**In the event of a medical emergency  
 call ACE's Travel Assistance  
 Services immediately**

### 24-Hour Access

**1-855-327-1414 Toll-Free  
 1-630-694-9764 Direct Dial**

Call when:

- You require a referral to a hospital or doctor
- You are hospitalized
- You need to be evacuated or repatriated
- You need to guarantee payment for medical expenses
- You experience local communication problems
- Your safety is threatened by the sudden occurrence of a political or military event

When you call ACE's Travel Assistance Services, please be prepared with the following information:

1. Name of caller, phone no., fax no., relationship to Covered Person;
2. Covered Person's name, age, sex and policy number;
3. A description of the Covered Person's condition;
4. Name, location, and telephone number of hospital;
5. Name and telephone numbers for the treating doctor; where and when the doctor can be reached;
6. Health insurance information, worker's compensation, or automobile insurance information if the Covered Person had an accident.

"Covered Person" means the person insured under the applicable ACE policy.

By requesting assistance you agree to assign to us your rights to recover from any of your responsible insurers any expenses we incurred.

## ATTENTION

### Medical Personnel or Police

In the event of a medical emergency, our Assistance Provider will provide the services on the card below. To verify eligibility call the multi-lingual call center 24 hours a day toll free at 1-855-327-1414; or direct dial at 1-630-694-9764.

In addition to the insurance protection provided by your insurance plan, ACE USA has arranged with our Assistance Provider to provide you with access to its travel assistance services around the world. These services include:

- **Medical Assistance** including referral to a doctor or medical specialist, medical monitoring when you are hospitalized, emergency medical evacuation to an adequate facility, medically necessary repatriation and return of mortal remains.
- **Personal Assistance** including pre-trip medical referral information and while you are on a trip: emergency medication, embassy and consular information, lost document assistance, emergency message transmission, emergency cash advance, emergency referral to a lawyer, translator or interpreter access, verifies medical benefits and assists with medical claims process.
- **Travel Assistance** including emergency travel arrangements, arrangements for the return of your traveling companion or dependents and vehicle return.
- **Security Assistance** including a crisis hotline and on the ground security assistance to help address safety concerns or to secure immediate assistance while traveling as well as access to a secure, web-based system for tracking global threats and health or location based risk intelligence.

This information provides you with a brief outline of the services available to you. These services are not insured benefits. Reimbursement for any service expenses is limited to the terms and conditions of the policy under which you are insured. You may be required to pay for services not covered. A third party vendor may provide services to you. Our Assistance Provider makes every effort to refer you to appropriate medical and other service providers. It is not responsible for the quality or results of service provided by independent providers.

In all cases, the medical provider, facility, legal counsel or other professional service provider suggested by ACE's Assistance Provider are not employees or agents of our Assistance Provider and the choice of provider is yours alone. ACE's Assistance Provider assumes no liability for the services provided to you under this arrangement, nor is it liable for any negligence or other wrongful acts or omissions of any of the legal or health care professionals providing services to you. Travel assistance services are not available if your coverage under the policy is not in effect.

## ACE TRAVEL ASSISTANCE PROGRAM

**For medical referrals, evacuation, repatriation or other services please call:**

ACE Travel Assistance Program  
 1-855-327-1414 (Toll-Free)  
 1-630-694-9764 (Direct Dial)  
 medassist-usa@axa-assistance.us

Visit [www.acetravelassistance.net](http://www.acetravelassistance.net) for access to global threat assessments and location based intelligence.

Username: medassist-usa@axa-assistance.us  
 Password: acea&h



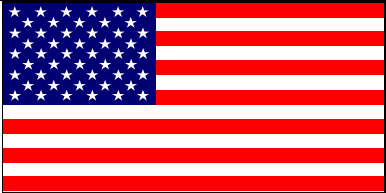
**Organization:** Freescale Semiconductor, Inc.  
**Policy Number:** ADD N06567149  
**Assistance Provider:** AXA Assistance USA, Inc.

AXA provides emergency medical and travel services and pre-trip information services. Please call when:

- You require a referral to a hospital or doctor
- You are hospitalized
- You need to be evacuated or repatriated
- You need to guarantee payment for medical expenses
- You experience local communication problems
- Your safety is threatened by the sudden occurrence of a political or military event



Country	Region	Claims Contact	Address
<b>BRAZIL</b> 	LATAM	Mr. Pablo Soto Claims Manager <a href="mailto:pablo.soto@acegroup.com">pablo.soto@acegroup.com</a> Phone: +55 (11) 4504 4378	ACE Seguradora S.A. Avenida Paulista 129417 e 18 andar Sao Paulo, SP 01310-915 Brazil
<b>CHINA (PRC)</b> 	APAC (joint venture with Huatai)	Huatai Claims Inquiry Line: +86 40060 95509  Huatai Claims Email Inquiries: <a href="mailto:4006095509gx@ehuatai.com">4006095509gx@ehuatai.com</a>	Huatai Property & Casualty Insurance Co., Ltd. Claims Department 2206,LJZ Plaza 1600 Century Avenue Pudong New Area Shanghai, PRC
<b>INDIA</b> 	APAC	<a href="mailto:travel@bajajallianz.co.in">travel@bajajallianz.co.in</a> Phone: +1800 22 5858 Phone: +1800 102 5858 Phone: +1800 209 5959 Local Phone: +91 020 30305858	Bajaj Allianz General Insurance Company Ltd. GE Plaza, Airport Road Yerawada, Pune, 411006
<b>MALAYSIA</b> 	APAC	Mr. Ronnie Wong Claims Manager <a href="mailto:ronnie.wong@acegroup.com">ronnie.wong@acegroup.com</a> Phone: +60320583218	Wisma ACE Jerneh, 38 Jalan Sultan Ismail Kuala Lumpur 50250 Malaysia
<b>MEXICO</b> 	LATAM	Mrs. Erika Alba Claims Manager <a href="mailto:erika.alba@acegroup.com">erika.alba@acegroup.com</a> Phone: +(5255) 3796-4362	ACE Seguros, S.A. Insurgentes Sur 619, Piso 2 Mexico, D.F. 05120
<b>RUSSIA</b> 	EMEA	Mr. Alexey Barinov Claims Manager <a href="mailto:alexey.barinov@acegroup.com">alexey.barinov@acegroup.com</a> Phone: +7 495 5892227 x1311	ACE Life Insurance CJSC Turchaninov per. 6-2 Moscow 119034 Russian Federation
<b>UNITED KINGDOM AND IRELAND</b> 	EMEA	Mr. Jim Bonner Claims Manager <a href="mailto:jim.bonner@acegroup.com">jim.bonner@acegroup.com</a> Phone: +44 (41) 285 x 2259  Mr. Mark Shillito (London) A&H Technical Claims Manager <a href="mailto:mark.shillito@acegroup.com">mark.shillito@acegroup.com</a> Phone: +44 (0207) 1737746	ACE European Group Ltd. 200 Broomielaw Glasgow, G1 4RU United Kingdom
<b>UNITED STATES</b>	AOG	Mr. Andrew McBride EVP, AOG Claims <a href="mailto:andrew.mcbride@acegroup.com">andrew.mcbride@acegroup.com</a>	1133 Avenue of the Americas – 44 <sup>th</sup> Floor New York, NY 10036

		Phone: +1 (212) 827-4420	
	AOG	Mr. Fred Hegner VP, AOG A&H Claims <a href="mailto:fred.hegner@acegroup.com">fred.hegner@acegroup.com</a> Phone: +1 (302) 476-7185	One Beaver Valley Road Wilmington, DE 19803
	ACE USA	Ms. Diane Basa ACE USA A&H Claims Supervisor <a href="mailto:diane.basa@acegroup.com">diane.basa@acegroup.com</a> Phone: +1 (302) 476-6194	One Beaver Valley Road Wilmington, DE 19803
	ACE USA	Mr. David McCreary VP, ACE USA A&H Claims <a href="mailto:dave.mccreary@acegroup.com">dave.mccreary@acegroup.com</a> Phone: +1 (302) 476-7201	One Beaver Valley Road Wilmington, DE 19803

END OF DIRECTORY



**The documents after this page apply to employees domiciled in the countries listed below only.**

**All Employees of Freescale Semiconductor, Inc. domiciled in  
Czech Republic, Denmark, Finland, France, Germany,  
Italy, Netherlands, Romania, Spain, Sweden or the  
United Kingdom**

**A local policy is in place in order to ensure the highest level of benefit for this region.**

**This policy is effective as of 1 January 2015 through 31 December 2015.**





**ace europe**



***ACE businessclass***  
**Injury & Travel Insurance**  
**Policy Wording**



## *businessclass bespoke* Injury and Travel

### Policy Schedule

<b>Intermediary Name</b>	Not Applicable		<b>Phone Number</b>	Not Applicable
<b>Intermediary Address</b>	Not Applicable			

<b>Policyholder</b>	<b>Freescale Semiconductor, Inc.</b>
<b>Address</b>	Kelvin Industrial Estate, Colvilles Road, East Kilbride, G75 0TG, United Kingdom
<b>Business Description</b>	Manufacturer of semi-conductors and related devices

<b>Policy Number</b>	UKBBBC71930	<b>Policy Code</b>	BCUK01022014
<b>Legacy Policy Number</b>			
<b>Period of Insurance</b>	<b>(a) Period from</b> 1st January 2015 L.S.T. <b>Period to</b> 31st December 2015 L.S.T. <b>(dates inclusive)</b> <b>(b) Any subsequent period for which ACE shall accept a renewal premium.</b>		

Premium	Country	Premium (USD)	Tax (USD)	Total (USD)
	Czech Republic	410.00	0.00	410.00
	Denmark	11.00	0.12	11.12
	Finland	24.00	0.00	24.00
	France	1,713.00	154.17	1,867.17
	Germany	760.00	144.40	904.40
	Italy	62.00	1.55	63.55
	Netherlands	22.00	0.00	22.00
	Romania	2,521.00	0.00	2,521.00
	Spain	8.00	0.49	8.49
	Sweden	67.00	0.00	67.00
	United Kingdom	2,717.00	163.02	2,880.02
	<b>Total Amount Payable</b>	<b>8,315.00</b>	<b>463.75</b>	<b>8,778.75</b>

**ACE Line** 100%



.....  
Signed on behalf of ACE European Group Ltd.  
Andrew Kendrick, President



.....  
Peter Staunton  
Multinational Policy Servicing

Date of Issue: 19th January 2015



## Schedule of Benefits – Section A Injury

<b>Category:</b>	<b>A</b>
<b>Insured Persons:</b>	All Employees of the Policyholder domiciled in Czech Republic, Denmark, Finland, France, Germany, Italy, Netherlands, Romania, Spain, Sweden or the United Kingdom
<b>Effective Time:</b>	Any trip made primarily for Business purposes, including incidental Holiday up to a maximum of 14 days
<b>Death:</b>	Three (3) times Annual Salary subject to a minimum of USD50,000 and a maximum of USD2,000,000
<b>Permanent Total Disablement (Any Occupation):</b>	Three (3) times Annual Salary subject to a minimum of USD50,000 and a maximum of USD2,000,000
<b>Permanent Disabling Injuries (Specified Scale):</b>	Three (3) times Annual Salary subject to a minimum of USD50,000 and a maximum of USD2,000,000
<b>Temporary Total Disablement:</b>	Not Insured
<b>Temporary Partial Disablement:</b>	Not Insured
<b>Benefit Period (Weeks):</b>	Not Insured
<b>Deferment Period (Days):</b>	Not Insured
<b>Maximum weekly benefit for each Insured Person:</b>	Not Insured



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## Schedule of Benefits – Section A Injury *continued.*

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### Section A Injury - Limits

<b>Maximum Limits per Insured Person:</b>	1. All benefits payable under Sections A1, A2 and A3:	USD2,000,000
	2. For Death, Permanent Total Disablement or Permanent Disabling Injuries benefits payable under Section A1	USD2,000,000
	3. For Death, or Permanent Disabling Injuries (items A or B of the Scale of Injuries only) for Insured Persons aged 75 or over	USD2,000,000
	4. The Death benefit for a Child:	USD50,000

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<b>Aggregate Limits:</b>	1. Per Event Overall:	USD10,000,000
	2. Per Event for Insured Persons travelling in any multi-engine aircraft:	USD10,000,000
	3. Per Event for Insured Persons travelling in any aerial device other than a multi-engine aircraft:	USD2,500,000

## Schedule of Benefits – Section B Travel

<b>Category:</b>	<b>A</b>	
<b>Insured Persons:</b>	All Employees of the Policyholder domiciled in Czech Republic, Denmark, Finland, France, Germany, Italy, Netherlands, Romania, Spain, Sweden or the United Kingdom	
<b>Journey Definition:</b>	Any trip made primarily for Business purposes, including incidental Holiday up to a maximum of 14 days	
<b>B1. Medical and Other Expenses:</b>	Medical Expenses	Unlimited
	Hospital Confinement (for each complete day up to a maximum of 365 days)	USD 75 per day
	Supplementary Travel & Accommodation Expenses	USD 30,000
	Emergency Repatriation Expenses	Unlimited
	Ongoing treatment following repatriation	USD 75,000
	Search and Rescue Expenses	USD 30,000
	Repatriation of Mortal Remains	USD 15,000
<b>B2. Business Equipment &amp; Personal Belongings:</b>	Business Equipment	USD 4,500
	Personal Belongings	USD 15,000
	Personal Belongings Delay	USD 3,000
	Loss of Delay of Home Keys or Car Keys	USD 375
<b>B3. Money</b>	Money	USD 7,500
	Financial Card Misuse	USD 4,500
	Travel Documents	USD 2,250
<b>B4. Disruption</b>	Cancellation	USD 15,000
	Alteration of Itinerary or Curtailment	USD 15,000
	Rearrangement	USD 15,000
	Replacement	USD 15,000
	Travel Delay (for each complete hour after the first 4 hours up to a maximum of GBP 500)	USD 75 per hour
	Aggregate Limit	USD 375,000
<b>B5. Serious Disruption</b>	Evacuation, Alteration of Itinerary or Curtailment	USD 15,000
	Rearrangement	USD 15,000
	Replacement	USD 15,000
	Business Disruption (for each complete day up to a maximum of 50 days)	USD 750 per day
	Payment or Loss of Extortion or Ransom Monies	USD 375,000
	Security Specialist Costs	USD 75,000
	Aggregate Limits:	
	1. Evacuation, Alteration of itinerary or Curtailment, Rearrangement, Replacement, or Business Disruption following Hijack or Kidnap	USD 375,000
	2. Payment or Loss of Extortion or Ransom Monies	USD 375,000
	3. Security Specialist Costs	USD 75,000
<b>B6. Personal Liability</b>	Personal Liability	USD 7,500,000
<b>B7. Legal Expenses</b>	Legal Expenses	USD 75,000
	Travel and Accommodation Expenses	USD 1,500

## Policy Contents

	Page
<b>Insurance Agreement</b> -----	<b>3</b>
<b>Policyholder Information</b> -----	<b>4</b>
Prudential Regulation Authority and Financial Conduct Authority	
Complaints Procedure	
Data Protection	
Financial Services Compensation Scheme	
<b>Policy Definitions</b> -----	<b>6</b>
<b>Policy Conditions</b> -----	<b>8</b>
<b>Claims Provisions</b> -----	<b>10</b>
<b>Section A. Injury</b>	
<b>A1 Main Benefits</b> -----	<b>11</b>
Death	
Permanent Total Disablement	
Permanent Disabling Injuries	
Temporary Total Disablement	
Temporary Partial Disablement	
<b>A2 Additional Benefits</b> -----	<b>12</b>
Catastrophic Fatal Accident	
Chauffeur or Taxi	
Dependant Adult	
Dependant Children	
Estate Administration	
Funeral Expenses	
Home Adaption/Relocation	
Home Help	
Independent Financial Advice	
Injury Medical Expenses	
Paraplegia	
PTSD - Terrorism	
Quadriplegia	
Quality of Life Improvement Advice	
Rehabilitation Case Management & Treatment	
Retraining	
Retraining for a Partner	
<b>A3 Automatic Additional Benefits</b> -----	<b>14</b>
Coma	
Hospital Confinement within Country of Domicile	
Hospital Transfer	
Hospital Visiting	
Loss of or Damage to Personal Belongings from Assault	
Permanent Disfigurement or Scarring of the Face	
Return Home	
<b>A4 Corporate Reputation</b> -----	<b>14</b>
<b>A5 Cover for additional persons</b> -----	<b>15</b>
<b>Section A Definitions</b> -----	<b>16</b>
<b>Section A Provisos and Limitations</b> -----	<b>19</b>
<b>Section A Exclusions</b> -----	<b>20</b>
<b>Section A Assistance</b> -----	<b>21</b>

## Section B. Travel

<b>B1</b>	<b>Medical &amp; Other Expenses</b> -----	<b>22</b>
	Medical	
	Hospital Confinement	
	Supplementary Travel & Accommodation Expenses	
	Repatriation Expenses	
	On-going treatment upon return to Country of Domicile	
	Search and Rescue	
	Repatriation of Mortal Remains	
<b>B2</b>	<b>Business Equipment &amp; Personal Belongings</b> -----	<b>24</b>
	Business Equipment	
	Personal Belongings	
	Personal Belongings Delay	
	Loss or Delay of Home Keys or Car Keys	
<b>B3</b>	<b>Money</b> -----	<b>26</b>
	Money	
	Financial Card Misuse	
	Travel Documents	
<b>B4</b>	<b>Disruption</b> -----	<b>27</b>
	Cancellation	
	Alteration of Itinerary or Curtailment	
	Rearrangement	
	Replacement	
	Travel Delay	
<b>B5</b>	<b>Serious Disruption</b> -----	<b>29</b>
	Evacuation, Alteration of Itinerary or Curtailment	
	Rearrangement	
	Replacement	
	Business Disruption	
	Payment or Loss of Extortion or Ransom Monies	
	Security Specialist Costs	
<b>B6</b>	<b>Personal Liability</b> -----	<b>32</b>
	Personal Liability	
<b>B7</b>	<b>Legal Expenses</b> -----	<b>34</b>
	Legal Expenses	
	Travel and accommodation to attend court	
<b>B8</b>	<b>Additional Covers</b> -----	<b>37</b>
	Directors	
	Additional persons	
	<b>Section B Assistance</b> -----	<b>38</b>



## Insurance Agreement

The Policyholder (as specified in the Policy Schedule) and ACE European Group Limited (ACE) agree that:

The Policyholder will pay the Premium as agreed.

ACE will subject to the terms, Conditions, Provisions and Exclusions of this Policy, provide the Insurance in the manner and to the extent set out in this Policy.

This Policy, the Schedule(s), Schedules of Benefits and endorsements, if any, shall be read together as one contract and any word or expression to which specific meaning has been attached shall unless the context otherwise requires bear such meaning wherever it may appear.



Andrew Kendrick  
President  
ACE European Group Limited

## Policyholder Information

This Policy should be read carefully to ensure that it has been prepared in accordance with requirements. If there are any queries, these should be directed to the intermediary who arranged this cover or directly to ACE. This Policy should be kept in a safe place - it may be needed for reference if a claim is made.

### Prudential Regulation Authority and Financial Conduct Authority

ACE European Group Limited, Registered in England No. 1112892. Head Office: ACE Building, 100 Leadenhall Street, London, EC3A 3BP. ACE is authorised by the Prudential Regulation Authority (PRA) and regulated by the Financial Conduct Authority (FCA), Reference Number 202803. Full details can be found online in the PRA/FCA website or by contacting the PRA on 020 7601 4878 or the FCA on 0800 11 6768.

### Complaints Procedures

ACE is dedicated to providing a high quality service and wants to maintain this at all times. If it is felt that a first class service has not been offered or a complaint must be made regarding this insurance please contact;

1. the intermediary (if any) who arranged this insurance; or
2. ACE's Customer Service Manager  
 Postal Address: ACE European Group Ltd, 200 Broomielaw, Glasgow G1 4RU.  
 Telephone: +44 (0) 845 841 0056  
 Facsimile: +44 (0)141 285 2901  
 E-mail: a&hcustserv.complaints@acegroup.com
3. The Financial Ombudsman Service (FOS) may be approached for assistance in limited circumstances if there is still dissatisfaction with ACE's final response. Those limited circumstances are where the Policy is taken out by;
  - a) a private individual, or
  - b) a micro enterprise.

The FOS's contact details are given below. A leaflet explaining the procedure is available on request.  
 Postal Address: South Quay Plaza, 183 Marsh Wall, London, E14 9SR  
 Telephone: 0845 080 1800  
 Facsimile: 0207 964 1001  
 Email: enquiries@financial-ombudsman.org.uk  
 Website: www.financial-ombudsman.org.uk

The existence of these Complaints Procedures does not reduce the Policyholder's Statutory Rights relating to this Policy. For further information about Statutory Rights contact the Office of Fair Trading or the Citizens Advice Bureau.

### Data Protection

ACE fully accepts its responsibility to protect the privacy of customers and the confidentiality and security of information entrusted to it. ACE will also ensure that it uses information fairly, for its intended purpose and will retain records only for as long as necessary. ACE European Group Limited is part of the ACE Group of companies. ACE and other group companies will use information given, together with other information supplied during the course of the Policy, for the administration of this Policy, the handling of claims and the provision of customer services. For these purposes and for the prevention of fraud, the information may also be disclosed to and used by;

1. ACE's service providers and agents; and/or
2. the Policyholder's agents, where appointed; and/or
3. other insurers and regulatory bodies.

ACE may also transfer certain information to countries that do not provide the same level of data protection as the United Kingdom for the above purposes. A contract will be in place to ensure the information transferred is protected.

The Policyholder has a right to request a copy of the information (for which ACE may charge a small fee) and to correct any inaccuracies. To make sure instructions are followed correctly and to improve ACE's service through staff training, telephone calls may be monitored and recorded.

## Financial Services Compensation Scheme

In the unlikely event that ACE is unable to meet its liabilities, the Policyholder may be entitled to compensation under the Financial Services Compensation Scheme (FSCS). The FSCS will meet the first GBP2,000 of a claim in full plus 90% of the balance without any upper limit.

The relevant contact details are:

Financial Services Compensation Scheme,  
7th Floor,  
Lloyds Chambers,  
1 Portsoken Street,  
London, E1 8BN.

Telephone: 020 7892 7300.  
Fax: 020 7892 7301.  
Website: <http://www.fscs.org.uk>

## Policy Definition

Certain words in this Policy have a specific meaning. They have this specific meaning wherever they appear in the Policy, Schedule, endorsements or memoranda and are shown by using capital letters.

### Accident

a sudden, external and identifiable event that happens by chance and could not have been expected. The word 'accidental' shall be construed accordingly.

### Associate Company

a company or organisation of the Policyholder the name of which has been advised to and accepted by ACE.

### Bodily Injury

An identifiable physical injury;

1. caused solely by Accidental means; and
2. which independently of illness or any other cause;
3. results in the Insured Person's
  - death; or
  - disablement;
4. within twenty-four calendar months from the date of the Accident.

### Business

the business of the Policyholder as described in the Schedule.

### *businessclass Assistance*

the assistance services arranged by ACE.

### Business Partner

an individual who has entered into a legal contract with one or more people to manage the Business of the Policyholder and to share in the responsibilities, resources, profits and liabilities of such Business.

### Child/Children

the children, stepchildren and legally adopted children for whom an Insured Person or their Partner is the Parent or Legal Guardian.

To be covered by this Policy, the Child/Children must;

1. not be married; and
2. be under 18 years of age or under 23 years of age if in Full Time Education.

### Commuting

regular travel between normal residence and normal place of work.

### Corporate Event

an event outside of the usual course of business, arranged by and at the expense of the Policyholder in order to promote their Business externally.

### Country of Domicile

the United Kingdom or, if not resident in the United Kingdom, the country in which the Insured Person is habitually resident during the Period of Insurance.

### Director

any person holding the position of Director with the Policyholder but not non-executive directors unless otherwise agreed in writing with ACE.

### Effective Time

the time, during a Period of Insurance, when an Insured Person is covered, as detailed in the Schedule of Benefits.

### Employee(s)

any person(s) under a contract of service or apprenticeship with the Policyholder.

### Excess

the first amount of a claim, expressed as a monetary amount or a percentage of the loss, which the Policyholder must bear.

### **Full Time Education**

a programme of learning provided by a recognised educational body, which leads to a qualification by examination or assessment which is either;

1. full-time study; or
2. a mixture of study and work experience as long as at least two thirds of the total time for the course is spent on study.

### **GBP**

United Kingdom pounds sterling.

### **Hospital**

any establishment which is registered or licensed as a medical or surgical hospital in the country in which it is located and where the Insured Person is under the constant supervision of a Qualified Medical Practitioner.

### **Insured Person**

any person or category of persons shown in the Schedule of Benefits.

### **Journey**

any trip, other than a Period of Secondment, described in the Schedule of Benefits, which;

1. commences during the Period of Insurance; and
  2. is not intended, without the prior written agreement of ACE, to exceed twelve months duration.
- Cover will start from the time of leaving home or normal place of Business (whichever is left first) and continue until arrival back at home or normal place of Business (whichever is reached last).

### **Occupation**

carrying out the duties of employment in the Business.

### **Parent or Legal Guardian**

a person with parental responsibility, or a legal guardian, both being in accordance with the Children Act 2004 and any statutory amendment modification or re-enactment of it.

### **Partner**

1. an Insured Person's spouse; or
2. an Insured Person's civil partner, registered pursuant to the Civil Partnership Act; or
3. someone of either sex with whom an Insured Person is living as though they are their spouse or civil partner at the time of the occurrence which is the subject of a claim under this Policy.

### **Period of Insurance**

the period between and inclusive of the dates shown From: and To: in the Policy Schedule commencing at 00.00 hours on the earliest date shown and expiring at 24.00 hours on the latest date shown. Both dates and times refer to local standard time at the address of the Policyholder as shown in the Policy Schedule.

### **Policyholder**

the person, firm, company or organisation named as the Policyholder in the Policy Schedule.

### **Premium**

the amount shown on the Policy Schedule in respect of the specified Period of Insurance or any amount which subsequently becomes due as a result of alteration, adjustment or renewal of the Policy.

### **Qualified Medical Practitioner**

a doctor or specialist who is registered or licensed to practice medicine under the laws of the country in which they practice other than;

1. an Insured Person; or
2. a Partner of the Insured Person; or
3. a member of the immediate family of the Policyholder or of an Insured Person; or
4. an Employee or Director of the Policyholder.

### **Secondment**

a posting made by the Policyholder that requires a Director or Employee to live and work outside of their Country of Domicile for a temporary and specified period.

### **United Kingdom**

England, Scotland, Wales and Northern Ireland (excluding the Isle of Man and the Channel Islands).

### **War**

armed conflict between nations, invasion, act of foreign enemy, civil war, military or usurped power.

## Policy Conditions

In addition to these Policy Conditions there may be Specific Conditions relevant to individual Sections and sub-sections of this Policy. These are shown in the appropriate Sections or sub-sections.

### Acquisitions

If during the Period of Insurance the Policyholder acquires or creates a subsidiary or Associated Company either directly or through one of its own subsidiaries, cover under this Policy automatically extends to include such subsidiary or Associated Company from the date of its acquisition or creation, provided that the revised underwriting information does not vary by more than 10% from the information upon which the premium at inception or last renewal (whichever occurred last) was calculated. Underwriting information for the purposes of this Condition shall mean whichever of the following elements has formed the basis of the premium calculation;

1. estimated salaries;
2. numbers of Insured Persons;
3. travel pattern;
4. fixed benefits.

If the revised underwriting information varies by more than 10% ACE agrees to provide cover from the date of creation or acquisition of such subsidiary or Associated Company, for a period of 30 days during which time the Policyholder shall provide any additional information as ACE may require and pay such additional premium as may become due.

### Adjustable Premiums

If it has been agreed that any part of the premium, being based on estimated numbers, is adjustable then the Policyholder shall within 30 days of the end of the Period of Insurance provide the actual numbers to ACE and the premium will be adjusted accordingly.

### Arbitration

If any difference arises as to the amount to be paid under this Policy (liability being otherwise admitted) such difference shall be referred to an arbitrator to be appointed by the parties in accordance with the relevant statutory provisions. Where any difference is to be referred to arbitration in accordance with this Condition, the making of an award shall be a condition precedent to any right of action against ACE.

### Assignment

Subject to the Policy Conditions headed 'Payment of Benefits' and 'Trust', the benefits under this Policy may not be assigned by the Policyholder and ACE shall not be bound to accept or be affected by any notice or any trust, charge, lien, purported assignment or other dealing with or relating to this Policy.

### Bank Charges

ACE shall not be liable for any charges applied by the receiving bank for any transactions made in relation to a claim.

### Cancellation

ACE may cancel;

1. this Policy by giving thirty days written notice to the Policyholder at their last known address and in such event the premium for the period up to the date when the cancellation takes effect shall be calculated and ACE shall promptly return any unearned portion of the premium paid; and
2. any cover provided by this Policy for War by sending seven days written notice to the Policyholder at their last known address.

The Policyholder may cancel this Policy;

by giving 30 days written notice to ACE at their head office address in the United Kingdom. In such event, provided no claim has been paid or is payable and no incident has occurred which could give rise to a claim under this Policy, the premium for the period up to the date of cancellation will be calculated and ACE shall promptly return any unearned portion of the premium paid, subject to a minimum retention by ACE of GBP100.

### Change in Business Description

The Policyholder shall give written notice within a reasonable time of any alteration in the Policyholder's Business.

### **Choice of Law**

This Policy shall be governed by and construed in accordance with the Law of England and Wales and the English Courts alone shall have jurisdiction in any dispute. Communication of and in connection with this Policy shall be in the English language.

### **Compliance with Policy Requirements**

The Policyholder and where relevant the Policyholder's representatives, shall comply with all applicable terms and conditions specified in this Policy. ACE reserves the right not to pay a claim.

### **Contracts (Rights of Third Parties) Act**

The Contracts (Rights of Third Parties) Act 1999 or any amendment thereto shall not apply to this Policy. Only ACE and the Policyholder can enforce the terms of this Policy. No other party may benefit from this contract as of right. The Policy may be varied or cancelled without the consent of any third party.

### **Hijack/Kidnap**

If an Insured Person is the victim of a Kidnap or Hijack the insurance provided by this Policy for such Insured Person shall continue for a period not exceeding twelve months from the date of Kidnap or Hijack to enable the Insured Person to complete the original Journey or to return to their Country of Domicile.

### **Interest**

No sum payable by ACE under this Policy shall carry interest unless payment has been unreasonably delayed by ACE following receipt of all the required certificates, information and evidence necessary to support the claim. Where interest becomes payable by ACE, it will be calculated;

1. from the date of final receipt of such certificates, information or evidence; and
2. at the base rate established by the Bank of England on such date.

### **Journeys continuing beyond expiry of Period of Insurance**

Where a Journey continues beyond the expiry of the Period of Insurance for reasons beyond the control of the Policyholder or Insured Person such period is extended for up to a maximum of twelve months or until the completion of such Journey whichever is sooner.

### **Misdescription**

In the event of fraudulent misrepresentation, misdescription or non-disclosure of any material particular by or on behalf of the Policyholder, this Policy will be voidable. In the event of all other misrepresentation, misdescription or non-disclosure of any material particular by or on behalf of the Policyholder, this Policy may have additional terms or additional premium applied. Any additional terms imposed will not apply to any claims which have been finally agreed by ACE, whether paid or not, prior to the date of ACE notification to the Policyholder or its agent of the additional terms.

### **Payment of Benefits**

Notwithstanding the Policy Condition headed 'Assignment', where in relation to any claim the Policyholder, at its discretion, directs ACE to do so, ACE shall pay benefits to, or indemnify, a named Insured Person and the receipt of such Insured Person shall be a sufficient discharge of ACE's liability to indemnify or pay the benefits concerned.

### **Reasonable Precautions**

The Policyholder shall take all reasonable steps to avoid or minimise any loss or damage and to recover any property which has been lost or stolen.

### **Sanctions**

ACE shall not provide cover and ACE shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose ACE to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

### **Trust**

The Policyholder holds its rights under this Policy on trust for the benefit of the Insured Persons and, where applicable, for itself. The Policyholder shall be under no fiduciary obligation or other obligation as trustee to maintain the Policy or the cover it provides and shall be free to exercise any rights to terminate the Policy or to agree with ACE any amendments or restrictions at any time in its sole discretion.

## Claims Provisions

### Notification

On the happening of any occurrence likely to give rise to a claim under this Policy notice shall be given to the ACE Claims Service Team as soon as reasonably possible after the date of the occurrence.

Postal Address: ACE European Group Ltd, (Claims Dept), PO Box 4511, Dunstable, LU6 9QA.  
Telephone: +44(0)845 841 0059  
Facsimile: +44 (0)141 285 2901  
E-mail: ah.ukclaims@acegroup.com

### Information

The Policyholder shall at their own expense furnish to ACE such certificates, information and evidence as ACE may from time to time reasonably require in the form prescribed by ACE. ACE shall be allowed at its own expense, upon reasonable notice to the Policyholder, to request a medical examination of an Insured Person as appropriate.

### Fraud

If any claim under this Policy shall be in any respect fraudulent or if any fraudulent means or devices shall be used by the Policyholder or anyone acting on the Policyholder's behalf or by an Insured Person or any Insured Person's legal representatives to obtain benefit under this Policy ACE shall be under no liability in respect of such claim.

### Application of any Excess

Any Excess, where applicable, will apply separately under each section or sub-section, in respect of each and every claim and for each Insured Person.

### Co-operation

The Insured Person shall as soon as possible after the occurrence of any Accidental Bodily Injury or illness;

- a) obtain and follow the advice of a Qualified Medical Practitioner;
- b) co-operate with and follow the advice of an independent rehabilitation case manager where appointed by ACE and ACE shall not be liable for any consequences of the Insured Person's failure to cooperate and obtain and follow such advice and use such appliance or remedies as may be prescribed.

### Currency

Claims involving foreign currency will be converted into the currency in which the premium and benefits/indemnity limits are shown, at the selling rate of exchange published in the Financial Times on the day nearest to the date of the loss.



## Section A. Injury

### Section A1 – Main Benefits

The cover provided by this section will apply only if a benefit amount is shown in the relevant section in the Schedule of Benefits.

If during a Period of Insurance an Accident occurs during the Effective Time and causes Bodily Injury to an Insured Person, ACE will pay the Policyholder the benefit amount shown in the Schedule of Benefits for;

#### Death

#### Permanent Total Disablement from Usual Occupation or Any Occupation

The Definition that applies is shown in the Schedule of Benefits.

#### Permanent Disabling Injuries

The disablement which has lasted for at least 12 months which in ACE's opinion is beyond the hope of recovery. ACE will pay a percentage of the amount shown in the Schedule of Benefits. The percentage payable will be relative to the degree of disablement based on a Scale of Injuries which prescribes the maximum percentage payable. The Scales are shown below and the Scale that applies is shown in the Schedule of Benefits.

#### Injury Scales

Full Scale of Injuries		
A.	Loss of one or more limbs	100%
B.	Loss of sight in one or both eyes	100%
C.	Loss of speech	100%
D.	Loss of hearing in both ears	100%
E.	Loss of intellectual capacity	100%
F.	Loss of hearing in one ear	25%
G.	Post Traumatic Stress Disorder but subject to a maximum payment of GBP 15,000	20%
H.	Total loss of use of:	
	i) the back or spine below the neck with no damage to the spinal cord	40%
	ii) the neck or cervical spine with no damage to the spinal cord	30%
	iii) a shoulder, elbow or wrist	25%
	iv) a hip, knee or ankle	20%
I.	Loss of or total loss of use of:	
	i) a thumb	30%
	ii) a forefinger	20%
	iii) any other finger	10%
	iv) a big toe	15%
	v) any other toe	5%
J.	Payment for any Permanent Disabling Injury not noted above will be calculated on a medical assessment by ACE of the degree of disablement relative to this scale. No account shall be taken of the Insured Person's occupation.	

Specified Scale of Injuries		
A.	Loss of one or more limbs	100%
B.	Loss of sight in one or both eyes	100%
C.	Loss of speech	100%
D.	Loss of hearing in both ears	100%
E.	Loss of intellectual capacity	100%
F.	Loss of hearing in one ear	25%

#### Provisions applicable to Permanent Disabling Injuries

- 1 The total amount payable shall not exceed 100% of the amount shown in the Schedule of Benefits in respect of any one Accident.
- 2 If benefit is payable for Loss of or Loss of use of a limb then benefit for loss of or loss of use of parts of that limb cannot also be claimed.
- 3 Cover for an Insured Person who has attained the age of seventy-five years shall be limited to Loss of one or more limbs or Loss of sight in one or both eyes and the maximum benefit amount payable shall not exceed the amount stated in the Schedule of Benefits.

#### Temporary Total Disablement

Temporary disablement which entirely prevents the Insured Person from engaging in their usual occupation. The Benefit Period and the Deferment Period are as stated in the Schedule of Benefits.

#### Temporary Partial Disablement

Temporary disablement which prevents the Insured Person from engaging in a substantial part of their usual occupation. The Benefit Period and the Deferment Period are as stated in the Schedule of Benefits.

## Section A2 – Additional Benefits

This Section of the Policy provides increased benefit amounts as detailed below. They apply only to Insured Persons. They apply only if the Insured Person is covered for the same benefit in Section A1 and there is a valid claim under that benefit.

If during a Period of Insurance an Accident occurs during the Effective Time and causes Bodily Injury to an Insured Person, resulting in any of the following, ACE will pay the Policyholder the benefit amounts shown subject to the Maximum Limits per Insured Person limits stated in the Schedule of Benefits;

### **Catastrophic Fatal Accident**

In the event of the Death of 5 or more Insured Persons, being Directors, Business Partners or Employees of the Policyholder, in the same Accident an additional GBP25,000 for Personnel Replacement Expenses.

### **Chauffeur or Taxi**

An additional 5% of the benefit in the event of a valid claim for Permanent Total Disablement, Permanent Disabling Injuries, Temporary Total Disablement or Temporary Partial Disablement, if the Insured Person is unable to travel to and from work using the method of transport normally used prior to the Accident, for the reasonable costs of a chauffeur or taxi service to convey the Insured Person to and from work until;

1. such time as the Insured Person is well enough to resume using the method of transport normally used prior to the Accident; or
2. benefit ceases to be payable under Temporary Total Disablement or Temporary Partial Disablement; or
3. 12 months from the date the Accident occurred; whichever occurs first.

Where the Policyholder requests payment of benefit under this extension in order to mitigate a claim that would otherwise be payable under Temporary Total Disablement or Temporary Partial Disablement then, subject to the limitations above, ACE will pay the benefit for chauffeur or taxi service expenses based on the benefit amount that would otherwise have been payable under Temporary Total Disablement or Temporary Partial Disablement.

### **Dependant Adult**

In the event of the Death of an Insured Person an additional benefit of GBP10,000 for each Dependant Adult.

### **Dependant Child/Children**

In the event of the Death of an Insured Person an additional GBP5,000 or 5% of the Insured Person's Death benefit, whichever is the greater, for each Child; or

In the event of the Death of an Insured Person and their Partner in the same Accident, an additional 100% of the Insured Person's Death benefit for Children.

### **Estate Administration**

In the event of the Death of an Insured Person up to an additional GBP1,000 for reasonable expenses incurred whilst the administration of the Insured Person's estate is being arranged.

### **Funeral Expenses**

In the event of the Death of an Insured Person up to an additional GBP10,000 for reasonable funeral expenses incurred in their Country of Domicile. If Death occurs outside of the Insured Person's Country of Domicile and the Insured Person is covered by Section B1, this Funeral Expenses benefit shall not apply.

### **Home Adaptation/Relocation**

Up to an additional GBP25,000 if the Insured Person suffers Permanent Total Disablement as a result of Paraplegia or Quadriplegia for reasonable expenses to adapt the Insured Person's home or to relocate to another home to cater for the practical changes involved in living with the disablement.

### **Home Help**

An additional 5% of the benefit in the event of a valid claim for Permanent Total Disablement, Permanent Disabling Injuries, Temporary Total Disablement or Temporary Partial Disablement, to a maximum of GBP10,000 for the reasonable costs of providing domestic cooking, cleaning, laundry, shopping and similar services until;

1. benefit ceases to be payable under Temporary Total Disablement or Temporary Partial Disablement; or
2. 12 months from the date the Accident occurred, whichever occurs first.

### **Independent Financial Advice**

Up to a maximum of GBP2,500 following a valid claim for Death, Permanent Total Disablement or a 100% Permanent Disabling Injury (items A to E in the Scale of Injuries) in respect of fees charged by an authorised independent financial advisor to provide professional financial advice.

### **Injury Medical Expenses**

An additional 25% of the benefit in the event of a valid claim for Death, Permanent Total Disablement, Permanent Disabling Injuries, Temporary Total Disablement, Temporary Partial Disablement or Permanent Disfigurement or Scarring of the Face, up to a maximum of GBP30,000 per claim.

### **Paraplegia**

An additional GBP50,000 if the Insured Person suffers Permanent Total Disablement as a result of Paraplegia.

### **Post Traumatic Stress Disorder - Terrorism**

An additional 50% of the Temporary Total Disablement Benefit or GBP350 per week, whichever is the lesser amount, payable for up to 13 weeks if disablement arises as a result of post traumatic stress disorder as a result of an Insured Person directly witnessing an act of Terrorism on a publicly licensed conveyance (other than an aircraft or sea vessel). Post traumatic stress disorder must be suffered within 6 months of the event.

### **Quadriplegia**

An additional GBP125,000 if the Insured Person suffers Permanent Total Disablement as a result of Quadriplegia.

### **Quality of Life Improvement Advice**

Up to GBP15,000 for reasonable and necessary external costs incurred by the Policyholder to engage professional advice and assistance where a valid claim for Permanent Total Disablement becomes payable in respect of an Insured Person who is;

1. a Director, Business Partner or Employee of the Policyholder; and
2. rendered incapable of performing any occupation whatsoever, aimed at improving the quality of the Insured Person's life.

### **Rehabilitation Case Management & Treatment**

Up to GBP5,000 in the event of a valid claim for Permanent Total Disablement or a 100% Permanent Disabling Injury (items A to E in the Scale of Injuries) for ACE to engage independent injury management specialists to provide Rehabilitation Case Management Services and to pay for reasonable and necessary Rehabilitation Treatment until;

1. the Insured Person has returned to work in his pre-injury occupation (where relevant); or
2. the clinical indication is that further functional improvement is unlikely; or
3. the benefit amount of GBP5,000 has been exhausted, whichever occurs first.

### **Retraining**

Up to GBP15,000 if the Insured Person suffers Permanent Total Disablement (the "Usual" definition must apply) for reasonable costs incurred to retrain the Insured Person for an alternative occupation either in the Business of the Policyholder or elsewhere.

### **Retraining for a Partner**

Up to GBP15,000 in the event of the death or Permanent Total Disablement (the "Usual" definition must apply) of an Insured Person, for the reasonable costs incurred;

1. in training or retraining the Insured Person's Partner for gainful employment; or
2. to improve the employment prospects of the Insured Person's Partner; or
3. to enable the Insured Person's Partner to improve the quality of care they can provide for the Insured Person.

## Section A3 – Automatic Additional Benefits

This Section of the Policy provides additional benefits as detailed below. They apply only to Insured Persons and the Policyholder. They apply automatically.

If during a Period of Insurance an Accident occurs during the Effective Time and causes Bodily Injury resulting in any of the following, ACE will pay the Policyholder the benefit amounts shown subject to the Maximum Limits per Insured Person limits stated in the Schedule of Benefits;

### Coma

GBP50 for each day the Insured Person remains in a Coma up to a maximum of 730 days.

### Hospital Confinement within Country of Domicile

GBP50 for each complete day of Hospital Confinement of the Insured Person up to a maximum of 365 days.

### Hospital Transfer

Up to a maximum of GBP 5,000 for Hospital Transfer Expenses if Hospital Confinement of the Insured Person is required more than 25 miles away from their normal residence and confinement is expected to last 72 hours or more. The transfer must be organised by *businessclass* Assistance.

### Hospital Visiting

GBP100 for each complete day of Hospital Confinement of the Insured Person more than 25 miles away from their normal residence up to a maximum of GBP1,000 for additional travel and accommodation expenses reasonably and necessarily incurred by;

1. the Insured Person's Partner, children or parents; and/or
2. a close Business associate of the Insured Person,

for the purposes of visiting the Insured Person during such period of Hospital Confinement.

### Loss of or Damage to Personal Belongings from Assault

Up to GBP1,000 if an unprovoked assault results in the Insured Person sustaining Bodily Injury and loss of or damage to clothing and personal articles.

### Permanent Disfigurement or Scarring of the Face

Up to GBP10,000 for disfigurement or scarring of the Insured Person covering the whole area of the Face. A minimum amount of GBP1,000 will apply for disfigurement or scarring of at least one square centimetre or two centimetres in length. Payment between the minimum and maximum amounts shall be calculated in accordance with the degree of disfigurement or scarring relative to this scale. No account shall be taken of any psychological effects. The level of benefit payable shall be assessed at the time when the Insured Person reaches maximum medical improvement (upon a medical assessment by ACE), or as at 24 calendar months from the date of the Accident, whichever is sooner.

### Return Home

Up to GBP750 for additional expenses reasonably and necessarily incurred in returning the Insured Person, their personal belongings and any portable business equipment to their home if more than 10 miles away from it and being prevented from returning there due to physical incapacity lasting 72 hours. The return must be organised by *businessclass* Assistance.

## Section A4 – Corporate Reputation

This Section of the Policy provides the additional benefit detailed below. It applies only to the Policyholder. It applies automatically.

If during a Period of Insurance an Accident occurs and causes Bodily Injury ACE will pay the Policyholder up to GBP50,000 during any one Period of Insurance for reasonable and necessary external costs incurred by the Policyholder to protect their corporate reputation in the event of Insured Persons or Visitors sustaining Bodily Injury whilst legally in or on the Policyholder's premises. Bodily Injury must result in Death, Permanent Total Disablement or a 100% Permanent Disabling Injury (items A to E in the Scale of Injuries) and costs must be for;

1. the engagement of image and/or public relations consultants; and/or
2. the release of information through the media, within 15 days of and directly in connection with such Bodily Injury, to protect and/or positively promote the Policyholder's image.

## Section A5 – Cover for additional persons

This Section of the Policy provides cover for the following persons subject to the provisos where shown. Cover applies only if the persons described in each Category are not otherwise an Insured Person.

If during a Period of Insurance an Accident occurs during the Effective Time and causes Bodily Injury to a person described, ACE will pay the Policyholder the benefit amount shown in the table below. The Aggregate Limit payable under this extension is GBP250,000 per Event.

Category	Effective Time	Benefits payable	Provisos
Partners and Children of Directors.	24 hours a day.	Permanent Disabling Injuries Specified Scale  Benefit Amount GBP25,000	Directors must be covered under Section A1 with an Effective Time of; 24 hours a day; or Whilst engaged in their occupation
Partners and Children of Employees.	Whilst on any trip with the Employee in connection with the Business including days added by the Employee for personal reasons.	Permanent Disabling Injuries Specified Scale  Benefit Amount GBP25,000	Employees must be covered under Section A1 with an Effective Time of; 24 hours a day; or Whilst engaged in their occupation
Directors, Employees and guests of the Policyholder.	Whilst on any trip in connection with a Corporate Event involving (a) any travel outside the Country of Domicile, or (b) air travel within the Country of Domicile, or (c) any travel within the Country of Domicile provided such travel involves an overnight stay away from home or normal place of Business.	Death, or Permanent Total Disablement – Any Occupation, or Permanent Disabling Injuries – Specified Scale  Benefit Amount GBP25,000  The Death benefit for a Child is limited to GBP20,000	
Up to two relatives, friends or close Business associates of an Insured Person.	Whilst on a trip made solely for the purposes of being with an Insured Person who has sustained injury or suffered illness on a Journey outside the Country of Domicile, for which cover is provided by this Policy.	Permanent Disabling Injuries Specified Scale  Benefit Amount GBP25,000	
Any Visitor.	Whilst legally in or on the Premises.	Death, or Permanent Disabling Injuries – Specified Scale  Benefit Amount GBP25,000	The Death benefit for a Child is limited to GBP20,000

## Section A – Definitions

Certain words in this section have a specific meaning. They have this specific meaning wherever they appear in the Policy, Schedule, endorsements or memoranda and are shown by using capital letters.

### **Aggregate Limit**

the maximum amount shown in the Schedule of Benefits that ACE will pay per Event.

### **Annual Salary**

the gross salary or wages payable per annum by the Policyholder to the Insured Person as remuneration for services provided immediately preceding the date of death or disablement excluding loans, whether repayable or otherwise, benefits in kind, profit share payments, overtime, expenses payments and/or dividends unless these emoluments have been specifically included in the estimated/actual salaries/wages on which the premium has been based.

### **Benefit Period**

the maximum (but not necessarily consecutive) period for which temporary total disablement or temporary partial disablement benefits are payable in respect of any Insured Person for any one Accident. The Benefit Period commences at the end of the Deferment Period, if any.

### **Coma**

an extended period of unconsciousness from which an Insured Person cannot be aroused even with the most painful stimuli and assessed by a Qualified Medical Practitioner as scoring less than 9 on the Glasgow Coma Scale (GCS).

### **Deferment Period**

a period at the beginning of a period of temporary total disablement or temporary partial disablement during which benefits are not payable.

### **Dependant Adult**

any person who is dependent on the Insured Person and for whom the Insured Person is in receipt of a carer's or attendance benefit from the state.

### **Event**

all instances of Bodily Injury arising out of and directly occasioned by one sudden, unexpected, unusual and specific event occurring at an identifiable time and place. The duration and extent of an event shall be limited to 72 consecutive hours and within a 10-mile radius. No instance of Bodily Injury occurring outside such period and/or radius shall be included in that event.

### **Hospital Confinement within Country of Domicile**

admission to a Hospital for a continuous period of 24 hours or more on the advice of and under the constant supervision of a Qualified Medical Practitioner.

### **Hospital Transfer Expenses**

costs reasonably and necessarily incurred in transferring the Insured Person to the most suitable hospital or nursing home nearest to his/her home, including;

1. the cost of medical surgical or remedial treatment given or prescribed by a Qualified Medical Practitioner; and
2. hospital and nursing home treatment, and ambulance charges, necessary to enable the transfer to be undertaken and without which the transfer could not be made.

### **Injury Medical Expenses**

costs incurred for medical, surgical or other remedial attention or treatment given or prescribed by a Qualified Medical Practitioner and all Hospital, nursing home and ambulance charges following an Accident for which ACE has paid or agreed to pay a benefit.

### **Loss of hearing**

total and permanent loss of hearing.

### **Loss of intellectual capacity**

Permanent loss of ability to remember, reason, perceive, understand, express and give effect to ideas.

### **Loss of limb**

1. in respect of an arm;
  - a) permanent physical severance of the four fingers at or above the metacarpal phalangeal joints (where the fingers join the palm of the hand); or
  - b) the permanent total loss of use of an entire hand or arm; and
2. in respect of a leg;
  - a) physical severance or total loss of use above the level of the ankle (talo-tibial joint); or
  - b) the permanent total loss of use of an entire foot or leg.

#### **Loss of sight**

shall be deemed to have occurred;

1. in both eyes when the Insured Person's name has been added to the register of Blind Persons on the authority of a qualified ophthalmic specialist; or
2. in one eye when the degree of sight remaining after correction is 3/60 or less on the Snellen Scale (which means the Insured Person is only able to see at 3 feet that which they should normally be able to see at 60 feet) and ACE is satisfied that the condition is permanent and without expectation of recovery.

#### **Loss of speech**

total and permanent loss of speech.

#### **Maximum Limit per Insured Person**

the maximum amount shown in the Schedule of Benefits payable for any Insured Person for all Bodily Injury arising from any one Accident.

#### **Paraplegia**

complete paralysis of the lower half of the body including both legs which results in Permanent Total Disablement.

#### **Permanent Total Disablement from Usual Occupation**

disablement which has lasted for at least 12 months, which in ACE's opinion is beyond hope of recovery, will in all probability continue for the remainder of the Insured Person's life and which results in their inability to perform or give attention to their usual occupation.

#### **Permanent Total Disablement from Any Occupation**

disablement which has lasted for at least 12 months, which in ACE's opinion is beyond hope of recovery, will in all probability continue for the remainder of the Insured Person's life and which results in their inability to perform or give attention to any gainful occupation for which they are fitted by way of training, education or experience.

#### **Personnel Replacement Expenses**

costs reasonably and necessarily incurred for;

1. overtime payments & temporary replacement costs;
  - a. in paying overtime; and/or
  - b. for hiring temporary employees, to cover the work normally undertaken by such Directors Business Partners or Employees for up to 13 weeks in total;
2. recruitment costs in finding permanent replacement Directors, Business Partners or Employees including advertising fees and recruitment consultants fees.

#### **Premises**

any premises occupied by the Policyholder in connection with the Business as advised to ACE.

#### **Quadriplegia**

complete paralysis of all four limbs which results in Permanent Total Disablement.

#### **Rehabilitation Case Management**

the managed medical case management services provided by ACE to offer a proactive approach to injury management.

#### **Rehabilitation Treatment**

clinically evidenced based procedures and therapies including but not limited to: MRI/CT scans, X-rays, physiotherapy and gym based programmes, osteopathy, chiropractic, counselling/CBT, surgical procedures, consultations, podiatry.

#### **Remunerated Employment**

any gainful remunerated work for which the Insured Person is contracted to work at least 16 hours per week.

**Terrorism**

any act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed in the pursuit of War or for political, religious or ideological purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear.

**Visitor**

any person, whilst legally in or on the Policyholder’s Premises, other than;

1. an Insured Person; and/or
2. a Director, Business Partner or Employee of the Policyholder that is not an Insured Person; and/or
3. a person undertaking a contract for the supply of services to the Policyholder; and/or
4. a member of the armed forces or police, ambulance, fire brigade or other emergency service, sustaining Bodily Injury in the course of duty.

**Weekly Wage**

the average of the gross weekly amount payable by the Policyholder to the Insured Person as a wage or salary for services provided as set out in the Insured Person’s contract of employment, reasonably adjusted to take into account any seasonal fluctuations, overtime or other payments earned by the Insured Person in the thirteen weeks immediately preceding the date of commencement of the period of Temporary Total Disablement or Temporary Partial Disablement, excluding loans whether repayable or otherwise benefits in kind profit share payments overtime, expenses payments and/or dividends unless these emoluments have been specifically included in the estimated/actual salaries/wages on which the Premium has been based.

**Working Day**

each complete day of Temporary Total Disablement or Temporary Partial Disablement during which, had it not been for the disablement, the Insured Person would normally have been working or engaging fully in their usual occupation.



**Disappearance**

If an Insured Person disappears and after a suitable period of time it is reasonable for the Police or registration authorities to believe that such Insured Person has died as a result of Bodily Injury, the Death benefit shall become payable subject to a signed undertaking being given by the Policyholder that if the belief is subsequently found to be wrong such Death benefit shall be refunded to ACE.

**Exposure**

If an Insured Person suffers Bodily Injury as a result of unavoidable exposure to severe weather conditions ACE will consider it as having been caused by an Accident.

**Known conditions**

Any contributory degenerative condition or disablement (as determined by a Qualified Medical Practitioner) known by the Insured Person to be in existence at the time of sustaining Bodily Injury will be taken into account by ACE in assessing the level of benefit payable under the Permanent Total Disablement or Permanent Disabling Injuries benefits.

**Payment of Benefit under multiple Items**

Benefit shall not be payable under more than one of the Death, Permanent Total Disablement or Permanent Disabling Injuries benefits in respect of any one Accident. Temporary Total Disablement and Temporary Partial Disablement benefits will be payable in addition to any amount claimed under Permanent Total Disablement or Permanent Disabling Injuries. The total benefit payable in respect of any one Accident shall not exceed the Maximum Limits per Insured Person shown in the Schedule of Benefits.

**Payment of the Death Benefit**

In the event of death of an Insured Person who is also the Policyholder, the benefit payable for Death will be paid to the estate of such Policyholder.

**Death Benefit for Children**

The Death benefit for a Child is limited to the amount shown in the Schedule of Benefits unless the Child is included in the Policy as an Insured Person, is aged 16 or over and is a Director, Business Partner or Employee of the Policyholder.

**Limited Benefits over age 75**

If a person is aged 75 or over at the date of sustaining Bodily Injury, cover applies only in respect of Death or Permanent Disabling Injuries (but only items A or B in the Scale of Injuries) and is limited to the Maximum Limits per Insured Person shown in the Schedule of Benefits.

**Application of Benefit Periods of less than a week**

Where a period of Temporary Total Disablement or Temporary Partial Disablement is less than a complete week the amount payable for each Working Day shall be an appropriate percentage of the Insured Person's normal days/hours of work per week as set out in their contract of employment, reasonably adjusted to take into account any overtime or other payments earned by the Insured Person prior to the period of Temporary Total Disablement or Temporary Partial Disablement.

**Limitation of the Permanent Total Disablement Benefit**

The Permanent Total Disablement benefit shall not apply to Insured Persons not usually engaged in Remunerated Employment. Any claim where this limitation applies will be dealt with under the Full Scale of the Permanent Disabling Injury benefit.

**Application of the Aggregate Limit**

If the aggregate amount of all benefits payable under this Section exceeds the applicable Aggregate Limit the benefit amount payable for each Insured Person, and each other item of claim, shall be proportionately reduced until the total of all benefits does not exceed such Aggregate Limit. Where more than one Schedule, Schedule of Benefits or Policy showing benefits has been issued by ACE in the name of the Policyholder, one Aggregate Limit, the greatest, shall apply overall.

**Section A – Exclusions**

ACE will not pay any claim for Bodily Injury, or expense which results from or is contributed to by;

1. sickness or disease which is not itself the direct result of Bodily Injury.
2. repetitive stress (strain) injury or syndrome or any gradually operating cause.
3. any psychological or psychiatric condition, other than Post Traumatic Stress Disorder.
4. the Insured Person committing or attempting to commit suicide or intentionally inflicting self injury.
5. the Insured Person engaging in aviation as a pilot or crew member of an aircraft or other aerial device.
6. the Insured Person being a full time member of the armed forces of any nation or international authority or a member of any reserve forces called out for permanent service.
7. War, whether declared or not in the Insured Person's Country of Domicile.

The Policyholder and Insured Person may call businessclass Assistance for a number of assistance, counselling, advice and information services providing emotional support and practical advice.

Please note that the counselling service and the advice lines are only available to persons resident in the United Kingdom.

**If assistance is required at any time, call +44 (0)20 7173 7796 and follow the instructions on the *businessclass* Assistance line.**

### Using *businessclass* Assistance

When *businessclass* Assistance is called the following information will be needed;

1. The caller's name and the name of the their employer, company or organisation;
2. The contact number and address where the caller can be reached;
3. The nature of the assistance needed,

The assistance services are included automatically. Costs and expenses authorised by *businessclass* Assistance will normally be covered by this insurance.

### Hospital Transfer

Assistance with the transfer of an Insured Person to a Hospital more than 25 miles away from home at the request of the Policyholder and with the agreement of the Insured Person or his/her Partner or next of kin, the Qualified Medical Practitioner attending the Insured Person and ACE's medical advisors.

### Return Home

Assistance in returning the Insured Person, their personal belongings and any portable Business equipment to their home if more than 10 miles away from it and being prevented from returning there due to physical incapacity lasting 72 hours.

### Counselling

Identifying and managing stress and stressful situations, crisis counselling, debt counselling, addiction counselling, advice on the practical and emotional aspects of living with a long-term injury or disablement, following death - support and help for the bereaved family and colleagues to cope with the trauma of their loss, support in dealing with the psychological impact of not being able to continue in employment due to injury and advice about finding more suitable employment, providing information and details of organisations which provide face-to-face counselling.

### Legal Advice

Advice on employment issues.

### Personal Tax advice

General advice on tax issues of a personal nature (but excluding financial planning advice relating to ways of avoiding or reducing personal tax liability).

### Medical Advice

General medical advice which can be given over the telephone, how to access details of the length of hospital waiting lists, providing details of additional sources of information and societies who specialise in dealing with particular disabilities, information on facilities available through Social Services, advice on how to obtain a second opinion.

### Bereavement Advice

Information on locating wills, obtaining grant of probate or letters of administration or the need to consult a solicitor, advice on how to register death, the duties of the coroner and information on the documents required by the registrar, referral to a funeral director and advice on the practical details.

### State Benefit Advice

Information on entitlements to state benefits, and advice on the financial implications of long term absence from work due to injury.

## Section B. Travel

## Section B1 – Medical & Other Expenses

The network of *businessclass* Assistance offices is available whenever an Insured Person is on a Journey covered by this Section.

**The number to call in an emergency is +44 (0)20 7173 7796.**

If during a Period of Insurance the Insured Person becomes ill or sustains Bodily Injury during a Journey outside of their Country of Domicile ACE will indemnify the Policyholder up to the amounts shown in the Schedule of Benefits for any one Journey for;

### Medical Expenses

reasonable and necessary costs incurred outside the Insured Person's Country of Domicile for immediate medical, surgical or other remedial attention or treatment given or prescribed by a Qualified Medical Practitioner, Hospital, nursing home, ambulance charges, dental and optical expenses incurred in an emergency or as a result of Bodily Injury. Dental expenses are restricted to those incurred only for the immediate and direct relief of pain for the duration of the Journey. Expenses associated with pregnancy are covered if incurred in an emergency as a result of complications (where such complications are diagnosed by a Qualified Medical Practitioner who specialises in obstetrics).

1. *businessclass* Assistance must be informed immediately or as soon as reasonably possible of any emergency that may potentially give rise to a claim.
2. Where it is reasonable and practical to do so, the Policyholder must make arrangements for inpatient treatment and/or day surgery only with the involvement and/or agreement of *businessclass* Assistance.
3. ACE shall cease to indemnify the Insured Person if they elect to remain in the country where Medical Expenses were first incurred after *businessclass* Assistance has deemed it to be appropriate to repatriate the Insured Person.

### Hospital Confinement outside of Country of Domicile

admission to a Hospital outside the Insured Person's Country of Domicile for a continuous period of 24 hours or more on the advice of and under the constant supervision of a Qualified Medical Practitioner.

### Supplementary Travel and Accommodation Expenses

reasonable additional costs necessarily incurred for travel and accommodation of up to two relatives, friends or close Business associates who on medical advice from a Qualified Medical Practitioner are advised to travel to or remain with the Insured Person whilst outside their Country of Domicile.

### Repatriation Expenses

reasonable costs necessarily incurred in repatriating the Insured Person to the most suitable Hospital or to the Insured Person's home address in their Country of Domicile at the earliest opportunity provided that such repatriation is;

1. medically necessary; and
2. organised by *businessclass* Assistance

Provided that:

1. The Policyholder must not make or attempt to make arrangements without the involvement and/or agreement of *businessclass* Assistance.
2. The Policyholder will reimburse ACE in respect of all costs incurred in the event of repatriation services being provided by *businessclass* Assistance in good faith to any person not insured under this Policy.

### On-going treatment as an in-patient following repatriation

If, in the 12 months immediately following repatriation to their Country of Domicile the Insured Person requires on-going medical treatment as an in-patient for the same Injury or illness, ACE will indemnify the Policyholder in respect of reasonable Medical Expenses necessarily incurred and arranged by *businessclass* Assistance. The Insured Person will normally be admitted to a NHS hospital or local equivalent for treatment. Private treatment will be considered only where it is deemed necessary e.g. where, in the opinion of *businessclass* Assistance, a NHS hospital or local equivalent cannot facilitate the Insured Person or provide the treatment within a reasonable period of time.

### Search and Rescue Expenses

If an Insured Person is reported as missing outside of their Country of Domicile and it becomes necessary for the rescue or police authorities to instigate a search and rescue operation where;

1. it is known or believed that the Insured Person may have sustained Bodily Injury or suffered illness; or
2. weather or safety conditions are such that it becomes necessary to do so in order to prevent the Insured Person from sustaining Bodily Injury or suffering illness,

ACE will indemnify the Policyholder in respect of the necessary and reasonable costs incurred by *businessclass* Assistance and/or levied by recognized rescue or police authorities in searching for such Insured Person and for bringing them to a place of safety provided that;

1. all reasonable local safety advice and precautions have been obtained and followed.
2. *businessclass* Assistance must be informed immediately or as soon as reasonably possible of any emergency that may potentially give rise to a claim.
3. Where it is reasonable and practical to do so, the Policyholder must make arrangements for search and rescue only with the involvement and/or agreement of *businessclass* Assistance.
4. Expenses are only payable for the Policyholder's proportion of the search and rescue operation.
5. Costs will only be covered up to the point where the Insured Person is recovered by search and rescue or at the time where the search and rescue authorities advise that continuing the search is no longer viable.
6. A written statement from the appropriate rescue authorities involved in the search and/or rescue must be obtained and provided to ACE in the event of a claim.

### Repatriation of Mortal Remains

Reasonable additional costs in the event of death to repatriate the Insured Person's body or ashes and Personal Belongings to their Country of Domicile and for funeral expenses incurred provided that such repatriation is organised by *businessclass* Assistance.

### Section B1 - Exclusions

Journeys not covered;

1. any taken against the advice of a Qualified Medical Practitioner.
2. where the purpose of the Journey is to receive medical treatment or advice.
3. where the purpose of the Journey is directly or indirectly related to a medical condition or situation known to exist by the Insured Person.
4. of more than 30 days duration taken by a person aged 75 or over, unless the Journey has been declared to and accepted by ACE.

For Journeys that are covered, ACE shall not be liable for;

5. expenses incurred as a result of the use by an Insured Person of non-prescribed drugs which cannot be legally obtained from a pharmacy.
6. expenses incurred as a result of suicide, attempted suicide or self-inflicted injury.
7. any expenses which are recovered from any national insurance programme in connection with any claim.
8. any expenses incurred 30 days after the time of the incurring of the first expense for the treatment of psychiatric or mental disorders.
9. any expenses incurred twelve months after;
  - a) emergency repatriation to the Country of Domicile in respect of expenses of on-going medical treatment as an in-patient; or
  - b) the time of the incurring of the first expense in respect of other expenses.
10. treatment which in any way arises from or is attributable to any Human Immunodeficiency Virus infection or related syndrome unless it can be proved to the reasonable satisfaction of ACE and their medical advisors that this was contracted as a result of a blood transfusion or other medical treatment received for an unrelated injury or illness whilst on a Journey.
11. loss as a result of the Insured Person being a full time member of the armed forces of any nation or international authority or a member of any reserve forces called out for permanent service.

## Section B2 – Business Equipment & Personal Belongings

If during a Period of Insurance the Policyholder sustains loss, damage or delay to Business Equipment, or there is a loss damage or delay to the Insured Person's Personal Belongings during a Journey ACE will pay the Policyholder in respect of such loss or damage up to the amount shown in the Schedule of Benefits for any one Journey for;

### **Business Equipment**

Equipment used primarily for Business purposes, which is the property of the Policyholder, but which the Insured Person is responsible for and which is taken on or acquired during the Journey by them.

### **Personal Belongings**

Personal articles which are the property of the Insured Person, or for which they are responsible, and which are taken on or acquired during the Journey.

### **Personal Belongings Delay**

If access is denied to all or part of the Insured Person's Personal Belongings for more than four hours ACE will reimburse the Policyholder in respect of sums paid for the purchase of reasonable and essential items. This benefit shall not apply to the final return leg of the Journey. Any amounts paid under this extension will be deducted from any subsequent amounts payable under Personal Belongings in respect of the same loss.

### **Loss or Delay of Home Keys or Car Keys**

If access is denied to the Insured Person's home keys or car keys for more than four hours after the Insured Person's disembarkation in their Country of Domicile on completion of the final leg of their Journey as a result of loss or theft of such keys occurring outside their Country of Domicile, or delay of Personal Belongings containing such keys, ACE will pay the Policyholder up to the amount shown in the Schedule of Benefits for reasonable and necessary costs incurred for;

- a) having such keys or spare keys couriered to the Insured Person; or
- b) reasonable costs of travel to obtain spare keys; or
- c) locksmiths charges in gaining access and/or replacing locks damaged in gaining access to the Insured Person's home.

### **Section B2 - Basis of Settlement**

1. On the happening of any loss or damage ACE shall be entitled;
  - a) to take and keep possession of any article and to deal with salvage in a reasonable manner.
  - b) at its own option to repair or replace any article for which it is liable.
2. In the event of total loss or destruction of any article of Personal Belongings the basis of settlement shall be the cost of replacing the article as new provided that;
  - a) the replacement article is substantially the same but not better than the original article when new; and
  - b) proof of purchase/ownership is provided for articles valued in excess of GBP500; and
  - c) the receipt for the replacement item is provided.
3. In the event of total loss or destruction of any article of Business Equipment the basis of settlement shall be the market value of the article at the date of loss taking into account wear, tear and depreciation.

### **Section B2 - Exclusions**

ACE shall not be liable for;

1. any item of Business Equipment or Personal Belongings valued at more than GBP2,000 unless the Policyholder bears the first 25% of any amount in excess of GBP2,000 up to the replacement value of the item or the Benefit Amount if less.
2. loss of or damage to mechanically propelled vehicles or their accessories (whether such accessories are permanently fitted to such vehicle or not).
3. loss of any items left in a motor vehicle unless kept out of sight in a locked boot or compartment or under the purpose built luggage cover of an estate or hatchback car.
4. loss or corruption of or damage to software, information or data contained in any computer, tapes, media or other electronic equipment or device or any consequential loss arising therefrom.
5. loss or damage due to;
  - a) moth, vermin, wear and tear, atmospheric or climatic conditions or gradual deterioration; or
  - b) inherent mechanical or electrical failure, breakdown or derangement; or
  - c) any process of cleaning, restoring, repairing or alteration.
6. more than a reasonable proportion of the total value of a pair or set where the lost or damaged article is part of a pair or set.
7. loss or damage occurring in the custody of an airline or other transport carrier unless reported immediately upon discovery and in the case of an airline a property irregularity report obtained.
8. loss or damage to any items sent as freight or under an airway-bill or bill of lading.
9. loss due to confiscation or detention by customs or any other authority.
10. any items of household furniture, household appliances or household equipment.
11. loss or damage to Business Equipment or Personal Belongings more specifically insured under any other insurance policy.
12. loss of Money.
13. loss as a result of the Insured Person being a full time member of the armed forces of any nation or international authority or a member of any reserve forces called out for permanent service.

## Section B3 – Money

If during a Period of Insurance the Insured Person suffers loss or theft of Money, financial loss as the result of fraudulent use of credit, debit or charge cards, or loss theft or damage to travel documents during a Journey ACE will pay the Policyholder in respect of such loss or damage up to the amount shown in the Schedule of Benefits for any one Journey for;

### **Money**

Coins or bank notes (cash), postal or money orders, signed travellers cheques and other cheques, letters of credit, travel tickets, promotional vouchers, petrol coupons or other prepaid coupons which belong to or are in the custody and control of an Insured Person and are intended for travel, meals, accommodation and personal expenditure only.

Foreign currency and travellers cheques purchased for a Journey are covered from the time of collection or 120 hours prior to departure whichever occurs last and up to 120 hours after completion of the Journey or until deposited or cashed, whichever occurs first.

### **Financial Card Misuse**

Fraudulent use by any person other than the Insured Person, a member of the Insured Person's family or another Employee, provided that the card issuer's terms and conditions have been complied with.

### **Travel Documents**

Fees to replace an Insured Person's passport, visa, essential travel document or driving licence and any reasonable travel and accommodation expenses necessarily incurred in obtaining such replacements.

## **Section B3 - Exclusions**

ACE shall not be liable for;

1. any loss of cash in excess of GBP2,000 unless the Policyholder bears the first 25% of any amount in excess of GBP2,000 up to the value of the cash loss or the Benefit Amount if less.
2. loss or theft of a financial card and/or loss or theft of or damage to passport, driving licence or other travel documents not reported to the police and/or appropriate authorities within forty-eight hours of discovery or earlier if required by the card issuer.
3. loss due to confiscation or detention by customs or any other authority.
4. loss due to devaluation of currency or shortages due to errors or omission during monetary transaction.
5. loss as a result of the Insured Person being a full time member of the armed forces of any nation or international authority or a member of any reserve forces called out for permanent service.



## Section B4 – Disruption

If during a Period of Insurance a Journey is delayed, cancelled, altered or curtailed, or the Insured Person has to be replaced, all as a direct result of any cause outside of the Policyholder's or Insured Person's control ACE will pay the Policyholder for reasonable and necessary expenses incurred up to the amount shown in the Schedule of Benefits for any one Journey for;

### **Cancellation**

Loss of deposits or charges for advance payments for travel or accommodation or other charges which have not been or will not be used but which become forfeit or payable under contract.

### **Alteration of Itinerary or Curtailment**

Loss of deposits, or charges for advance payments for travel or accommodation or other charges which have not been and will not be used, but which become forfeit or payable under contract; and additional travel and accommodation expenses.

### **Rearrangement**

Travel and accommodation costs incurred in sending the original Insured Person to complete the curtailed Journey provided that such travel and accommodation shall be of a standard up to but not exceeding that used for the original Journey.

### **Replacement**

Travel and accommodation costs incurred in sending a replacement Employee to complete the original Journey provided that such travel and accommodation shall be of a standard up to but not exceeding that used by the original Insured Person.

### **Travel Delay**

If the outward or return departure of the aircraft, sea vessel or publicly licensed conveyance (including pre-booked connecting publicly licensed transportation) in which the Insured Person has arranged to travel as part of a Journey is delayed for at least 4 hours from the departure time indicated by the carrier due to strike, industrial action, adverse weather conditions, mechanical breakdown or structural defect affecting that aircraft, sea vessel or publicly licensed conveyance ACE will pay the amounts shown in the Schedule of Benefits. Where the outward or return journey consists of more than one leg, this benefit shall apply only to the first leg.

### **Section B4 - Aggregate Limit**

the maximum that ACE will pay for all claims arising from a single event, or a series of events linked to one original cause.

### **Section B4 - Basis of Settlement**

Where there is an entitlement to a refund on a travel ticket or accommodation voucher, ACE shall be entitled to deduct the value of the unused portion from any claim for Cancellation, Alteration of Itinerary or Curtailment, Rearrangement or Replacement.

If any Journey has been funded wholly or partially by promotional vouchers or awards which have been redeemed and which are non-refundable as a result of Cancellation, Alteration of Itinerary or Curtailment, Rearrangement or Replacement ACE shall indemnify the Policyholder up to the cost of an equivalent Journey up to the maximum amount shown in Schedule of Benefits in respect of any one Insured Person.

## Section B4 - Exclusions

Journeys not covered;

1. any taken against the advice of a Qualified Medical Practitioner.
2. where the purpose of the Journey is to receive medical treatment or advice.
3. where the purpose of the Journey is directly or indirectly related to a medical condition or situation known to exist by the Insured Person.
4. of more than 30 days duration taken by a person aged 75 or over, unless the Journey has been declared to and accepted by ACE.

For Journeys that are covered, ACE shall not be liable for;

5. expenses incurred as a result of the use by an Insured Person of non-prescribed drugs which cannot be legally obtained from a pharmacy.
6. expenses incurred as a result of suicide, attempted suicide or self-inflicted injury.
7. any expenses incurred as the result of the default or financial failure of any transport or accommodation provider, of any agent acting for them or of any agent acting for the Policyholder.
8. any expenses incurred as a result of disinclination of an Insured Person to travel or, if on a Journey, disinclination to continue to travel.
9. any expenses incurred where a Journey is cancelled as a result of redundancy or resignation of the Insured Person or of the termination of the Insured Person's employment within 31 days of the commencement of a pre-booked Journey.
10. any expenses incurred where a Journey is curtailed, altered or rearranged or where an Insured Person must be replaced as a result of redundancy or resignation of the Insured Person or of the termination of the Insured Person's employment once a Journey has commenced.
11. any expenses incurred as result of adverse changes in the Policyholder's financial circumstances.
12. any expenses incurred as a result of regulations or order made by any Public Authority or Government.
13. any expenses incurred as a result of Political Intervention, Natural Disaster, Hijack, Kidnap or a Life-threatening situation.
14. any expenses incurred as a result of strike, labour dispute, mechanical breakdown or failure of the means of transport (other than disruption of road and rail services by avalanche snow or flood) which existed or the possibility of which existed and for which advance warning had been given before the date on which the Journey was booked.
15. applicable to Travel Delay;
  - a) any delay where the Insured Person failed to,
    - i) check in according to the itinerary supplied unless the failure was itself due to strike or industrial action; and
    - ii) obtain written confirmation from the carriers or their handling agents of the number of hours delay and the reason for such delay.
  - b) withdrawal from service temporarily or otherwise of an aircraft, sea vessel or other publicly licensed conveyance on the orders or recommendation of the manufacturer, the Civil Aviation Authority, Rail Authority or Port Authority or any similar body in any country.
  - c) the Policyholder cancelling the Journey and being able to claim for Cancellation Expenses.
16. loss as a result of the Insured Person being a full time member of the armed forces of any nation or international authority or a member of any reserve forces called out for permanent service.

## Section B5 – Serious Disruption

Cover under this Section only applies when *businessclass* Assistance have been notified of an emergency, as a direct result of a cause specified below, and have agreed to provide their services. Less serious causes of disruption will be dealt with under Section B4 - Disruption.

The network of *businessclass* Assistance offices is available whenever an Insured Person is on a Journey covered by this Section.

**The number to call in an emergency is +44 (0)20 7173 7796.**

If during a Period of Insurance a Journey outside of the Insured Person's Country of Domicile is disrupted due to;

### 1. Political Intervention

- a) Her Majesty's Government of the United Kingdom of Great Britain and Northern Ireland issuing a travel advice for a particular country or region in which the Insured Person is travelling, recommending that certain categories of person, which includes the Insured Person, should leave that country or region; or
- b) any appropriate, legally empowered, regulatory, governmental or local authority in the country or region in which the Insured Person is travelling;
  - i) declaring a state of emergency necessitating immediate evacuation; or
  - ii) formally recommending or instructing that certain categories of person, including the Insured Person, should leave that country or region for safety reasons; or

### 2. Natural Disaster

- any appropriate, legally empowered, regulatory, governmental or local authority in the country or region in which the Insured Person is travelling,
- a) declaring a state of emergency necessitating immediate evacuation; or
  - b) formally recommending or instructing that certain categories of person, including the Insured Person, should leave that country or region for safety reasons; or

### 3. Hijack

the unlawful seizure or taking control of an aircraft or conveyance in which the Insured Person is travelling; or

### 4. Kidnap

the illegal abduction and holding hostage of an Insured Person for the purpose of demanding payment of extortion/ransom monies as a condition of release. A Kidnap in which more than one Insured Person is abducted shall be considered a single Kidnap; or any other

### 5. Life-threatening situation

A situation where the security specialists appointed by *businessclass* Assistance agree that the Insured Person's life is in danger.

ACE will pay the Policyholder for reasonable and necessary costs and expenses incurred on their behalf by *businessclass* Assistance and for Security Specialists Costs up to the amounts shown in the Schedule of Benefits for;

### Evacuation, Alteration of Itinerary or Curtailment

- a) additional accommodation, transportation and other expenses, incurred during the first 14 days of disruption, to evacuate the Insured Person to their Country of Domicile or to the nearest place of safety; or,
- b) additional travel and accommodation expenses, incurred during the first 14 days of disruption, where it is not possible to evacuate the Insured Person; and,
- c) loss of deposits, or charges for advance payments for travel or accommodation or other charges which have not been and will not be used, but which become forfeit or payable under contract.

### **Rearrangement**

Travel and accommodation costs incurred in sending the original Insured Person to complete the curtailed Journey provided that such travel and accommodation shall be of a standard up to but not exceeding that used for the original Journey.

### **Replacement**

Travel and accommodation costs incurred in sending a replacement Employee to complete the original Journey provided that such travel and accommodation shall be of a standard up to but not exceeding that used by the original Insured Person.

### **Business Disruption following Hijack or Kidnap**

An automatic daily benefit payable during a period of disruption due to Hijack or Kidnap to contribute towards business expenses.

### **Payment or Loss of Extortion or Ransom Monies and Expenses**

- a) the consideration paid for the return of a Kidnap victim or consideration paid to terminate or end an extortion, to a person believed to be responsible for the Kidnap or extortion and includes but is not limited to cash, securities, marketable goods or services, property or monetary instruments; or
- b) loss due to destruction, disappearance, seizure or usurpation while being delivered to a person demanding those monies, by anyone authorized to have custody thereof; and
- c) payments made to a person providing information which leads to the arrest of the individuals responsible for Kidnap or extortion; and
- d) loan costs from a financial institution providing money to be used for the payment of extortion or ransom monies.

### **Security Specialist Costs**

Costs and expenses incurred by security specialists appointed by *businessclass* Assistance to provide assistance, investigation and negotiation services.

### **Section B5 - Aggregate Limits**

the maximum that ACE will pay for all claims for;

- a) evacuation, alteration of itinerary or curtailment, rearrangement, replacement, or business disruption following Hijack or Kidnap; and
- b) payment or loss of extortion or ransom monies and expenses; and
- c) security specialist costs,

arising during any one Period of Insurance.

### **Section B5 - Conditions**

1. *businessclass* Assistance must be informed immediately or as soon as reasonably possible of any emergency that may potentially give rise to a claim.
2. The Policyholder or their representatives must not make or attempt to make arrangements without the involvement and/or agreement of *businessclass* Assistance.
3. The Policyholder will reimburse ACE in respect of all costs incurred in the event of repatriation services being provided by *businessclass* Assistance in good faith to any person not insured under this Policy.
4. Any repatriation or evacuation must be organised by *businessclass* Assistance who will use the most appropriate method including, if necessary, the appointment of security specialists and the attendance of a security specialist to accompany an Insured Person if required.
5. The security specialists appointed by *businessclass* Assistance shall take over and control all kidnap negotiations on behalf of the Policyholder and no offer, promise or payment shall be made by the Policyholder without the express consent of ACE.
6. The Policyholder and their representatives shall make a reasonable effort not to disclose the existence of the Kidnap benefit provided by this Section.

### Section B5 - Basis of Settlement

Where there is an entitlement to a refund on a travel ticket or accommodation voucher, ACE shall be entitled to deduct the value of the unused portion from any claim for Evacuation or Alteration of Itinerary or Curtailment, Rearrangement or Replacement.

If any Journey has been funded wholly or partially by promotional vouchers or awards which have been redeemed and which are non-refundable as a result of Evacuation or Alteration of Itinerary or Curtailment, Rearrangement or Replacement ACE shall indemnify the Policyholder up to the cost of an equivalent Journey up to the maximum amount shown in Schedule of Benefits in respect of any one Insured Person.

### Section B5 - Exclusions

ACE shall not be liable for,

1. any claim where the Policyholder or their representatives have violated the laws or regulations of the country where the insured event occurs, or is due to any fraudulent, dishonest or criminal act committed or attempted by the Policyholder, their representatives or any person who has custody of any extortion/ransom monies.
2. any claim where the Policyholder or their representatives fail to honour any contractual obligation, bond or specific performance condition in a license.
3. any claim where an Insured Person has permanently resided or stayed for more than one hundred and eighty (180) consecutive days outside of their Country of Domicile.
4. any Kidnap which occurs in Afghanistan, Colombia, Iraq, Mexico, Nigeria, Pakistan, Somalia, Venezuela or Yemen.
5. any claim for Kidnap or a Life-threatening Situation due to any unpaid debt, insolvency, financial failure or other financial obligation.
6. any claim for Kidnap of a Child by its Parent or Legal Guardian.
7. any amount the Policyholder becomes legally liable to pay as the result of any legal action for damages, including legal costs incurred by the Policyholder in defence of such action, as the result of alleged negligence or incompetence.
8. any amount, property or other consideration surrendered to any person other than those responsible for making a previously communicated ransom demand to the Policyholder or any person(s) authorised to act on behalf of the Policyholder.
9. any loss incurred where;
  - a) prior to the commencement of the Journey, warnings were issued by *businessclass* Assistance or the Government in the Insured Person's Country of Domicile not to travel to the intended country or region; and/or
  - b) after commencement of a Journey, warnings to leave or evacuate had been given by *businessclass* Assistance or the Government in the Insured Person's Country of Domicile or any appropriate, legally empowered, regulatory, governmental or local authority in the country or region in which the Insured Person is travelling, and such warnings had not been heeded.
10. any claim as a result of suicide, attempted suicide or self-inflicted injury.
11. loss as a result of the Insured Person being a full time member of the armed forces of any nation or international authority or a member of any reserve forces called out for permanent service.

## Section B6 – Personal Liability

If the Insured Person becomes legally liable to pay damages in respect of;

1. accidental bodily injury (which shall include death, illness and disease) to any person; and/or
2. accidental loss of or damage to material property,

occurring during the Period of Insurance and arising out of a Journey, ACE will indemnify the Policyholder for all such damages payable in respect of each occurrence or a series of occurrences arising directly or indirectly from one source or original cause up to the amount shown in the Schedule of Benefits.

ACE will also pay;

1. all costs and expenses recoverable by a claimant from the Insured Person;
2. all costs and expenses incurred with the written consent of ACE;
3. solicitors' fees for representation at any coroner's inquest or fatal accident enquiry or in any Court of Summary Jurisdiction,

except that in respect of occurrences happening in or claims or legal proceedings brought or originating in the United States of America and Canada or any other territory within the jurisdiction of either such country, costs and expenses described in 1, 2 and 3 above are deemed to be included in the amount shown in the Schedule of Benefits.

### Section B6 - Conditions

1. no admission, offer, promise or indemnity shall be made without the consent of ACE which shall be entitled to take over and conduct in the Insured Person's name the defence or settlement of any claim or to prosecute in the Insured Person's name for its own benefit any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings and in the settlement of any claim. Every letter, claim, writ, summons and process shall be forwarded to ACE on receipt. Written notice shall be given to ACE immediately there is notice of any prosecution or inquest in connection with any circumstances which may give rise to liability under this Section.
2. ACE may at any time pay to the Policyholder in connection with any claim or series of claims the amount shown in the Schedule of Benefits (after deduction of any sum(s) already paid as compensation) or any lesser amount for which such claim(s) can be settled and upon such payment being made ACE shall relinquish the conduct and control of and be under no further liability in connection with such claim(s) except for the payment of costs and expenses recoverable or incurred prior to the date of such payment.
3. The Policyholder or representatives shall give all information or assistance as ACE may require and observe fulfil and be subject to the terms, conditions and exclusions of this section.

## Section B6 - Exclusions

ACE shall not be liable for;

1. liability in respect of bodily injury to any person who is;
  - a) under a contract of service or apprenticeship with the Policyholder when such injury arises out of and in the course of their employment by the Policyholder; or
  - b) a travelling companion of the Insured Person on the same Journey.
2. liability in respect of loss of or damage to property belonging to or held in trust by or in the custody or control of the Insured Person other than temporary accommodation occupied by the Insured Person in the course of a Journey.
3. liability in respect of bodily injury loss or damage caused directly or indirectly in connection with the ownership, possession or use by the Insured Person of;
  - a) mechanically propelled vehicles (other than golf buggies used on golf courses and not on public roads); or
  - b) aircraft, hovercraft, watercraft (other than non mechanically powered watercraft less than 30 feet in length used on inland waters); or
  - c) firearms (other than sporting guns).
4. liability in respect of bodily injury loss or damage arising directly or indirectly in connection with;
  - a) the ownership, possession or occupation of land or buildings, immobile property or caravans other than temporary accommodation occupied by the Insured Person in the course of a Journey; or
  - b) any wilful or malicious act; or
  - c) the carrying on of any trade, business or profession; or
  - d) activities or volunteer work;
    - (i) organised by; or
    - (ii) when the Insured Person is assigned overseas by; or
    - (iii) under the auspices of, a charitable not for profit social or similar organisation, except where there is no other insurance or indemnity available
5. any liability assumed by the Insured Person under any contract or agreement unless such liability would have attached in the absence of such contract or agreement.
6. any liability directly or indirectly occasioned by the happening of, through or in consequence of War.
7. liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from;
  - a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel,
  - b) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
8. punitive or exemplary damages.
9. loss as a result of the Insured Person committing or attempting to commit suicide or intentionally inflicting self injury.
10. loss as a result of the Insured Person being a full time member of the armed forces of any nation or international authority or a member of any reserve forces called out for permanent service.

## Section B7 – Legal Expenses

If during a Period of Insurance the Insured Person sustains Accidental Bodily Injury or illness which is caused by a third party during a Journey ACE will indemnify the Policyholder up to the amounts shown in the Schedule of Benefits for Any One Claim for;

### **Legal Expenses**

Fees, expenses, costs/expenses of expert witnesses and other disbursements reasonably incurred by the Legal Representatives in pursuing a claim or legal proceedings for damages and/or compensation against a third party or in appealing or resisting an appeal against the judgement of a court, tribunal or arbitrator; and/or

Costs for which there is a legal liability to pay following an award of costs by any court or tribunal or an out of court settlement made in connection with any claim or legal proceedings.

### **Travel and Accommodation Expenses to attend court**

Reasonable travel and accommodation expenses necessarily incurred for an Insured Person to attend court in connection with an action arising under this Section.

### **Section B7 - Definitions**

1. **Legal Representatives**  
the solicitor, firm of solicitors, lawyer, advocate or other appropriately qualified person firm or company appointed to act on behalf of the Policyholder or Insured Person.
2. **Any One Claim**  
all claims or legal proceedings including any appeal against judgement consequent upon the same original cause, event or circumstance.



## Section B7 - Conditions

1. Legal Representatives must be qualified to practise in the courts of the country where the event giving rise to the claim occurred or where the proposed defendant under this sub-section is resident.
2. The Policyholder has the right to select and appoint a Legal Representative of their choice to represent the Policyholder in any legal inquiry or legal proceedings (provided any appointment of a Legal Representative is not on a contingency fee basis, where the Legal Representative charges a proportion of the amount recovered as a fee). The Policyholder shall provide ACE with details of the selected Legal Representative's name and address. ACE may provide information about Legal Representatives in the Policyholder's local area if requested to do so by the Policyholder.
3. The Policyholder, any representatives legal or otherwise must co-operate fully with, and ensure that, ACE is fully informed at all times in connection with any claim or legal proceedings for damages and or compensation from a third party. ACE is entitled to obtain from the Legal Representatives any information, document or advice relating to a claim or legal proceedings under this Insurance. On request the Policyholder will give to the Legal Representatives any instructions necessary to ensure such access.
4. ACE's authorisation to incur Legal Expenses will be given if the Policyholder can satisfy ACE that;
  - a) there are reasonable grounds for pursuing or defending the claim or legal proceedings and the Legal Expenses will be proportionate to the value of the claim or legal proceedings; and
  - b) it is reasonable for Legal Expenses to be provided in a particular case.
 The decision to grant authorisation will take into account the opinion of the Legal Representatives as well as that of ACE's own advisers. If there is a dispute, ACE may request, at the Policyholder's expense, an opinion of a barrister as to the merits of the claim or legal proceedings. If the claim is admitted, the Policyholder's costs in obtaining this opinion will be covered by this Insurance.
5. If there is any dispute, other than in respect of the admissibility of a claim on which ACE's decision is final, the dispute will be referred to a single arbitrator who will be either a solicitor or barrister agreed by all parties, or failing agreement, one who is nominated by the current President of the Law Society of England and Wales. The party against whom the decision is made shall meet the costs of the arbitration in full. If the decision is not clearly made against either party the arbitrator shall have the power to apportion costs. If the decision is made in favour of ACE, the Policyholder's costs shall not be recoverable under the Insurance.
6. ACE may at its discretion assume control at any time of any claim or legal proceedings in the name of the Insured Person for damages and or compensation from a third party.
7. Any Legal Expenses incurred without the written agreement of ACE shall entitle ACE to withdraw cover immediately and to recover any fees or expenses paid to the Policyholder.
8. ACE may, at its discretion require, the Policyholder to obtain at its own expense, an opinion of a barrister, agreed by both parties, as to whether or not there are reasonable grounds for continuing to pursue or defend any claim or legal proceedings. ACE will pay such expense if the opinion indicates that there are reasonable grounds for pursuing or defending the claim or legal proceedings.
9. ACE may, at its discretion, offer to settle a claim with the Policyholder which it considers to be reasonable instead of initiating or continuing any claim or legal proceedings for damages and/or compensation against a third party and any such settlement will be in full and final settlement of Any One Claim under this Insurance.
10. ACE may, at its discretion, offer to settle a counter-claim with the Policyholder which it considers to be reasonable instead of continuing any claim or legal proceedings for damages and/or compensation by a third party.
11. If the Policyholder is successful in any action, any Legal Expenses provided by ACE will be reimbursed by the Policyholder to ACE.
12. If a conflict of interest arises, where ACE are also the insurers of the third party or proposed defendant to the claim or legal proceedings, the Policyholder has the right to select and appoint other Legal Representatives in accordance with Condition 2 of this Section
13. If the Legal Representatives refuse to continue acting with good reason or if they are dismissed without good reason the cover provided by ACE under this Section will end at once, unless ACE agrees to appoint other Legal Representatives.

## Section B7 - Exclusions

ACE shall not be liable for;

1. any claim reported to ACE more than 12 months after the beginning of the incident which led to the claim.
2. any claim where it is ACE's opinion that the prospects for success in achieving a reasonable settlement are insufficient and/or where the laws, practices and/or financial regulations of the country in which the incident occurred would preclude the obtaining of a satisfactory settlement or the costs of doing so would be disproportionate to the value of the claim.
3. Legal Expenses incurred before receiving ACE's prior authorisation in writing unless such costs would have been incurred subsequent to ACE's authorisation.
4. Legal Expenses incurred in connection with any criminal or wilful act.
5. Legal Expenses incurred in the defence against any civil claim or legal proceedings made or brought against the Insured Person unless as a counter claim.
6. Fines, penalties, compensation or damages imposed by a court or other authority.
7. Legal Expenses incurred for any claim or legal proceedings brought against;
  - a) a tour operator, travel agent, carrier, insurer or their agents where the subject matter of the claim or legal proceedings is eligible for consideration under an arbitration scheme or complaint procedure; or
  - b) ACE or their agents; or
  - c) the Policyholder.
8. Actions between Insured Persons or pursued in order to obtain satisfaction of a judgement or legally binding decision.
9. Legal Expenses incurred in pursuing any claim for compensation (either individually or as a member of a group or class action) against the manufacturer, distributor or supplier of any drug, medication or medicine.
10. Legal Expenses chargeable by the Legal Representatives under contingency fee arrangements.
11. Legal Expenses incurred where the Policyholder or their representatives has;
  - a) failed to co-operate fully with and ensured that ACE is fully informed at all times in connection with any claim or legal proceedings for damages and or compensation from a third party; or
  - b) settled or withdrawn a claim in connection with any claim or legal proceedings for damages and or compensation from a third party without the agreement of ACE.

In such circumstances ACE shall be entitled to withdraw cover immediately and to recover any fees or expenses paid to the Policyholder.
12. Legal Expenses incurred after the Policyholder has not;
  - a) accepted an offer from a third party to settle a claim or legal proceedings where the offer is considered reasonable by ACE; or
  - b) accepted an offer from ACE to settle a claim.
13. Legal Expenses which ACE considers unreasonable or excessive or unreasonably incurred.
14. Legal Expenses incurred as a result of the Insured Person committing or attempting to commit suicide or intentionally inflicting self injury.
15. Legal Expenses incurred as a result of the Insured Person being a full time member of the armed forces of any nation or international authority or a member of any reserve forces called out for permanent service.

## Section B8 – Additional Covers

### Directors

Directors covered under this Section for business travel will also be covered for holiday travel. Holiday trips within the Country of Domicile must involve at least two nights in pre-booked accommodation.

### Additional persons

The following Categories of persons are covered by Section B whilst on a Journey during the Period of Insurance subject to the provisos where shown.

Category	Journey Definition	Provisos
Partners and Children of Directors.	The same as that for the Director.	Directors must be covered under Section B.
Partners and Children of Employees.	The same as that for the Employee.	Employees must be covered under Section B.
Directors, Employees and guests of the Policyholder.	Any trip in connection with a Corporate Event involving (a) any travel outside the Country of Domicile, or (b) air travel within the Country of Domicile, or (c) any travel within the Country of Domicile provided such travel involves an overnight stay away from home or normal place of Business.	If they are not already covered under Section B.
Relatives, friends or close Business associates of an Insured Person.	Any trip made solely for the purposes of being with an Insured Person who has sustained injury or suffered illness on a Journey outside the Country of Domicile, for which cover is provided by this Policy.	If required to travel or stay with them.

Any holiday trips insured under this section **shall not, without the prior written agreement of ACE, exceed fifteen days duration.**

## Section B – Assistance

The network of *businessclass* Assistance offices is available whenever an Insured Person is on a Journey or is about to begin a Journey.

**If assistance is required at any time, call +44 (0)20 7173 7796 and follow the instructions on the *businessclass* Assistance line.**

### Using *businessclass* Assistance

When *businessclass* Assistance is called the following information will be needed;

1. The caller's name and the name of their employer, company or organisation;
2. The contact number and address where the caller can be reached;
3. The nature of the assistance needed.

The assistance services are included automatically. Costs and expenses authorised by *businessclass* Assistance will normally be covered by this insurance. The section of the Policy that is likely to apply is indicated against each item where relevant.

### The medical assistance services provided are:

#### 24 hour Service

Multi-lingual staff are available at all times to assist in any emergency.

#### Medical Staff

Qualified doctors and nurses are ready to respond to any emergency and to make sure that the Insured Person receives treatment in the most appropriate facility.

#### Communication

Arranging and monitoring any overseas hospitalisation with the attending local medical attendants. Keeping GP's, hospital services, the Insured Person's relatives and employer up to date and informed of the situation and progress.

#### Repatriation

If required, repatriation by air ambulance or scheduled flights, depending on the specific circumstances and, if necessary, with a fully equipped medical team in attendance. Arrangements for onward transportation upon return can also be made. Refer to Section B1 for the insurance terms and conditions.

#### Travel Arrangements

If the Insured Person remains in hospital overseas, assisting relatives or a business associate of the Insured Person to be with them by arranging their transport and accommodation. In the event of death, help with returning the body back to the Country of Domicile. Refer to Section B1 for the insurance terms and conditions.

#### Search and Rescue

Co-ordinating with rescue or police authorities to instigate an emergency search and rescue operation where an Insured Person is missing overseas. Refer to Section B1 for the insurance terms and conditions.

#### On-going Medical Treatment

If required, arrangements will be made for the Insured Person to be admitted to a NHS hospital (or local equivalent) for treatment. Refer to Section B1 for the insurance terms and conditions.

#### Paying medical bills

No need for the Insured Person to worry about the costs of treatment or whether they will have to use their own funds.

**Other services are also available both before and during travel:**

### **Travel Advice**

Useful information for the traveller to help prepare for a Journey to another country including health precautions, vaccinations, reciprocal health agreements, business and social customs, political and security situations, Visa and entry permit requirements, currency and banking hours, driving restrictions.

### **Security Reports**

Customised reports for volatile countries are available upon request which will give security advice tailored to protect the Insured Person during a specific trip. These reports are available within 48 hours of making the request. The Policyholder may receive a maximum of 2 reports in any given month, thereafter an additional fee will apply.

### **Emergency Evacuation**

Making arrangements to evacuate an Insured Person from a country declared unsafe because of the political situation, or a natural disaster. Refer to Section B5 for the insurance terms and conditions.

### **Security**

Provision of specialists to make arrangements to extricate an Insured Person from a Kidnap or other Life-threatening situation. Refer to Section B5 for the insurance terms and conditions.

### **Emergency Cash**

Advance of emergency funds following loss or theft of cash overseas. A temporary loan will be provided when there is a loss of Money and will result in a claim under the Policy. Any amount advanced will be deducted from any subsequent valid claim or otherwise reimbursed to ACE. Any fees that occur as a result of using the *businessclass* Assistance will be repayable. This service does not extend to cover credit cards or debit cards lost or stolen, but, advice on cancellation of lost or stolen financial cards or travellers cheques overseas. Refer to Section B3 for the insurance details.

### **Drugs and Personal Items**

Replacement of essential maintenance medication or prescribed drugs, blood and medical equipment or contact lenses glasses which are unavailable at the Insured Persons overseas location.

### **Luggage and Documents**

Help with the tracking of lost luggage, and assistance with the replacement of lost or stolen passport, tickets, or other travel documents.

### **Legal**

Referral to an Embassy, Consulate or other source if legal consultation is needed, including an English speaking Lawyer.

### ***businessclass* Assistance Internet services**

To access and register for these services log onto [www.businessclassassistance.com](http://www.businessclassassistance.com) and follow the link to *businessclass* Assistance Services. When prompted for a password please enter the last four digits of the *businessclass* Assistance telephone number (7796).

### **Travel Advice**

A wide range of medical, travel advice and safety information to help guide and inform the traveller.

### **Security Updates**

After registering for this service, free concise security updates will be e-mailed daily to the Insured Person's inbox.



**The documents after this page apply to employees domiciled in the countries listed below only.**

**All Employees of Freescale Semiconductor, Inc. domiciled in  
China**

**A local policy is in place in order to ensure the highest level of benefit for  
this region.**

**This policy is effective as of 1 January 2015 through 1 January 2016.**

**Business Travel Insurance Policy**

**Policy No. T0060193150000000006**

<b>Insurer</b>	Huatai Property & Casualty Insurance Co., Ltd
<b>Insured/Policyholder Name</b>	FreeScale Semiconductor, Inc.
<b>Insured Address</b>	No. 192 Liangjing Rd. Pudong New Area P.R. China
<b>Nature of Business</b>	Semi-conductor and related device manufacturing
<b>Period Of Insurance</b>	From 00:00 January 01 2015 to 00:00 January 01 2016
<b>Eligible Insured Persons</b>	For all ' <u>named</u> ' existing and future active, Full-Time employees of the Insured "Full Time" shall mean working an average of more than thirty hours per week but excluding temporary jobs. <u>Including Spouse/dependents</u>
<b>No. Of Insured Persons</b>	Employees: 4,098 Total Salary: USD \$73,392,162 Average Annual Wage roll USD 17,909
<b>Travel Pattern</b>	Total Salary: \$73,392,162 Total Travel Days: 11,064
<b>Beneficiary</b>	As per the policy and by Insurance Law of P.R. China, PDCS benefits must be payable to the Insured Person himself/herself and AD benefit to designate beneficiary. If no person has been appointed as the beneficiary, the insurance benefit shall be treated as the legacy of the insured who dies, and the insurer shall execute its liability of payment of the insurance benefit to the heir of the insured.
<b>Maximum Aggregate Limit of Liability</b>	USD 5,000,000 The company shall not be liable for any amount in excess of the above stated aggregate limit of liability. If the aggregate amount of all indemnities otherwise payable by reason of coverage provided under this policy exceeds such aggregate limit of liability, the Insurer shall not be liable as respects each covered Insured Person for a greater proportion of the indemnity otherwise payable than the aggregate limit of liability bears to the aggregate amount of all such indemnities.
<b>Scope of Coverage</b>	To cover an Insured Person according to the Schedule of Benefits during the period of insurance and whilst travelling <b>outside PR China</b> on a bona fide business trip authorised by the Insured in connection with the Insured's business. Extends to cover an Insured Person according to the Schedule of Benefits during the period of insurance and whilst travelling <b>within PR China</b> on a bona fide business trip authorised by the Insured in connection with the Insured's business. Provided that business travel within PR China refers to the destination of the business trip should beyond the official administrative territory of Insured Person's place of residence or place of regular employment in PR

China.

**Gross Annual Premium**

USD9,786

**Notes**

'Basic Monthly Salary (BMS)' shall mean the average monthly gross basic earned income of the Insured Person during the twelve (12) months immediately preceding any injury which causes disablement within the meaning of this policy, excluding bonuses, commission, overtime payments and any other allowances or perquisites.  
Annual Salary = BMS X 12

Benefit	Amount (RMB)
Accidental Death, Disablement & Burns	3 x annual salary (Max. RMB 5,000,000 per Insured Person) Disablement Up to the % as stated in the table of benefits
Reimbursement on emergency inpatient or outpatient expenses	500,000
Medical evacuation and repatriation	500,000
Repatriation of Mortal Remains or Funeral Expenses Overseas	10,000
loss of money	2,000
loss of personal belongings	10,000
loss of travelling document	10,000
travel cancellation	10,000
Trip Curtailment	10,000
travel delay , payable for each 5 hours ,up to	2,000
baggage delay ,payable for each 8 hours delay, up to	2,000
personal liability	300,000

**Terms and Conditions**

1. The age limit of Insured Persons under this Insurance Program is between 18 – 70 years of age.
2. All claims must be verified by the policyholder.
3. Other terms and conditions are subject to Huatai Business Travel Insurance policy wording.
4. Rate of exchange: 1 USD=6.1369RMB
5. 24-HOUR BILINGUAL HOTLINE: (+8610) 5129-5700

For and on behalf of  
Huatai property & casualty insurance co., ltd.  
Beijing Branch

华泰财产保险有限公司北京分公司  
HUATAI PROPERTY & CASUALTY INSURANCE CO., LTD.  
Authorized Signature  
BEIJING BRANCH



## **Huatai Property & Casualty Insurance Co., Ltd.**

### **BUSINESS TRAVEL PERSONAL ACCIDENT INSURANCE**

#### **GENERAL PRINCIPLES**

##### **ARTICLE 1 COMPOSITION OF INSURANCE CONTRACT**

This Insurance Contract (hereinafter referred to as “**this Contract**”) is composed of insurance clause, proposal form, insurance policy, insurance certificate and endorsement. Any agreement refers to this Contract should be in written form.

##### **ARTICLE 2 THE INSURED**

The Insured should be a natural person, who is more than 18 year's old (refer to Definition 28.1) but less than 70 year's old (including 18 year's old and 70 year's old), in healthy condition, who can work and live normally, who travels outside and/or within the People's Republic of China (refer to Definition 28.2) on a bona fide business trip authorized by the Insured in connection with the Insured's business.

##### **ARTICLE 3 THE POLICYHOLDER**

3.1 A person with full capacity for civil acts and having a business trip or any other person who has insurable interest in the body of the insured.

3.2 A lawful agency, enterprise, public institution or organization that has insurable interest in the body of the insured.

##### **ARTICLE 4 THE BENEFICIARY**

###### **4.1 Beneficiary of Death Benefit**

The Insured/Policyholder may designate one or more persons as the Insured's beneficiary (beneficiaries) at the time the Contract is concluded. In case of many beneficiaries the Insured may determine benefit sequence and shares. In the event of no benefit share, each beneficiary in the event of the Insured's death will receive an equal share. The designation of the beneficiary (beneficiaries) by the Policyholder should be authorized by the Insured.

Under any of the following situations, the insurance amount shall be deemed as the estate of the insured party upon the death of the insured party and the insurer shall perform the obligation of paying the insured amount in accordance with the Law of the PRC on Inheritance:

4.1.1 No beneficiary is designated, or the designation of beneficiary is unclear and incapable of being determined;

4.1.2 The beneficiary passed away before the insured party and there is no other beneficiary;

4.1.3 The beneficiary forfeits his beneficiary interest in accordance with laws and there is no other beneficiary.

If the beneficiary and the Insured have passed away in the same event and the sequence of death is incapable of being determined, it shall be deemed that the beneficiary passed away before the Insured.

The Insured or policyholder may change the beneficiary (beneficiaries) and notify the Insurer of any such changes in writing. The Insurer shall make the necessary endorsement on the insurance policy upon receipt of written notification in respect of change of beneficiary (beneficiaries). The Insurer will not be held liable for legal disputes arising from the designation of or modification to the beneficiary.

The Policyholder may designate and change the Beneficiary of the Death Benefit subject to the written consent of the Insured or his/her custodian. The guardian of the Insured may designate and change the Beneficiary when the Insured is without full capacity for civil acts or limited capacity for civil acts.

###### **4.2 Beneficiary of the Disability Benefit**

The beneficiary of the Disability Benefit should be the Insured, unless specified otherwise in the insurance contract.

#### **BENEFITS**

##### **ARTICLE 5 POLICY BENEFITS**

Where the Insured with valid identity certificate dies, disabled or burned due to accidental injury during the business trip, the Insurer shall pay the following benefits:

###### **5.1 Accidental Death**

During the Insurance Period, the Insured with valid identity certificate encounters an accident during an business trip and died within 180 days directly due to the occurrence of such accident, the Insurer shall pay the Accidental Death Benefit, and the insurance liabilities of the Insurer to the Insured hereunder shall be terminated upon payment of such Accidental Death Benefit.

During the Insurance Period, the Insured with valid identity certificate encounters an accident on an overseas trip and disappears directly due to the occurrence of such accident, as a result of an accident and is pronounced dead by the People's Court, the Insurer will pay the death benefit to the beneficiary. If the Insured subsequently found to be living then all benefits paid to the beneficiary must be refunded to the Insurer by the receiver of the accident benefit within 30

days upon the Insured is found alive.

Where the Insured has received the Accidental Disability or Burns Benefit (refer to Definition 28.5) as specified in Article 5.2 and 5.3 hereof prior to his or her death, the Accidental Death Benefit shall be the balance of the insured amount specified in the insurance policy or the insurance certificate deducting the paid Accidental Disability Benefit.

### **5.2 Accidental Disability Benefit**

During the Insurance Period, if the Insured encounters an accident on a business trip, resulting the injury and disability to the Insured as listed in the *Schedule of Benefits for Dismemberment* (short as **Schedule 1**) attached hereto within 180 days directly due to the occurrence of such accident, the Insurer shall pay the Accidental Disability Benefit by multiplying the proportion of payment as listed in the said Schedule by the insured amount as specified in the insurance policy or insurance certificate. If the medical treatment thereon yet to be finished, a disability appraisalment on the Insured shall be made on the 180<sup>th</sup> day upon occurrence of such accident, and the Company shall pay the Accidental Disability Benefit to the Insured based on the result of such disability appraisalment.

5.2.1 If the Insured encounters an accident, resulting two or more instances of injury and disability to the Insured as listed in the Schedule of Benefits for Dismemberment attached hereto, the Company shall pay the total amount of these payable Accidental Disability Benefit to the Insured. Provided, however, if the aforesaid instances of injury and disability occur to the same hand or same foot (refer to the Definition 28.6), the Insured is only entitled to the sum of one of Accidental Disability Benefits receivable therein. If the degrees of such disabilities are different, the Insured is entitled to the Accidental Disability Benefit whichever higher.

5.2.2 If accidental Disability Benefit(s) paid for the previous accident(s) shall be deducted. For this purpose, the disability benefit corresponding to the disability listed in the Schedule 1 caused by any accidental injury prior to the effectiveness of this insurance or caused by any event of exclusions, or the Accidental Disability Benefit(s) paid by the Company, shall all be deemed as the Accidental Disability Benefit(s) paid for the previous accident(s). So it shall be deducted from the Disability benefit.

### **5.3 Accidental Burn/Scald Benefit**

During the insurance period if the Insured with valid identity certificate encounters an accident on an business trip, resulting the disability to the Insured as listed in the *Schedule of Benefits for Third Degree Burn/Scald* attached hereto within 180 days directly due to the occurrence of such accident, the Company shall pay the Accidental Burn/Scald Benefit by multiplying the proportion of payment as listed in the said Schedule by the insured amount as specified in the insurance policy or insurance certificate. If the medical treatment thereon yet to be finished, a disability appraisalment on the Insured shall be made on the 180<sup>th</sup> day upon occurrence of such accident, and the Company shall pay the Accidental Burn/Scald Benefit to the Insured based on the result of such disability appraisalment.

If the Insured encounters an accident, resulting two or more instances of disability to the Insured as listed in the *Schedule of Benefits for Third Degree Burn/Scald* attached hereto, the Company shall pay the total amount of these payable Accidental Burn/Scald Benefit to the Insured.

If the Insured is entitled to an Accidental Burn/Scald Benefit of a higher degree of disability by combining the disability suffered in an accident with the disability suffered in the previous accident(s), the Company shall pay such benefit according to the proportion of payment for the higher degree of disability, provided that the Accidental Burn/Scald Benefit(s) paid for the previous accident(s) shall be deducted. For this purpose, the disability benefit corresponding to the disability listed in the *Schedule of Benefits for Third Degree Burn/Scald* caused by any accidental injury prior to the effectiveness of this insurance or caused by any event of exclusions, or the Accidental Burn/Scald Benefit(s) paid by the Company, shall all be deemed as the Accidental Burn/Scald Benefit(s) paid for the previous accident(s).

### **5.4 Optional Benefit**

The Insured can add insurance benefits by the means of specified provisions in the insurance policy; the Company shall pay the Insured the insurance benefits for the death, disablement, burns or scald caused by accidents under the following circumstances or in the insurance period, based on the provisions from clause 5.1 to 5.3.

5.4.1 Outdoor activities and entertainment: non-competitive, non-professional, non-commercial sporting activities participated by the Insured organized by the entity with formal operating license

5.4.2 Seasonal sporting activities: non-competitive, non-professional, non-commercial sporting activities participated by the Insured organized by the entity with formal operating license and these activities can only be carried out in certain seasons.

## **EXCLUSIONS**

### **ARTICLE 6 EXCULSION BY REASONS**

The Insurer shall be exempted from the insurance liabilities for the death, burn or disability of the Insured directly or indirectly due to any of the following causes:

**6.1 The Insured's claim arises from deliberate act of the Insured;**

**6.2 The Insured's claim arises from self-inflicted injuries or suicide by the Insured, except that the Insured has**

no ability of civil acts while suicide;

6.3 The Insured's claim arises from fighting, being attacked or being murdered resulted from the provocative by the Insured's intentional actions;

6.4 The Insured's claim arises from pregnancy, miscarriage, abortion, childbirth, sickness or drug allergy;

6.5 Accident caused by any physical check, anaesthesia, plastic surgery or other surgery or medical surgery on the Insured;

6.6 Taking, daubing or injecting drugs not in conformity with doctor's advice;

6.7 The Insured's claim arising from any explosion, burning or radiation caused by biological, chemical, atomic energy weapons, atomic or nuclear equipment;

6.8 Tourists attack;

6.9 Criminal offence or arrest resistance by the Insured;

6.10 Accident caused by the delirium or abnormality of the Insured;

6.11 The Insured is infected with bacteria, viruses or parasites (except abscess in the cut due to injury); or the heat stroke and food poisoning of the Insured;

6.12 Directly or indirectly caused by epidemic (refer to Definition 28.7) or pandemic disease (refer to Definition 28.7);

6.13 The Insured's claim arises from parachute, glide, expedition (refer to 28.9), martial (refer to 28.10) arts competition, wrestling competition, stunt performance, horse racing, equestrianism, motor racing, boxing, or any other high-risk sports or activities;

6.14 The Insured participates in any professional or semi-professional sports activity or the one with bonus or reward;

6.15 The Insured engages or serves in the military missions or any other mission in the capacity of law enforcement officer;

6.16 The Insured is employed and serves on merchant vessels, or engages in naval or air force service; or operates or tests any kind of conveyance as the career; or engages in the occupational activities, such as oil rigging, mining, aerial photography or handling explosives; or engages in occupational activities like mining, oilstone or petroleum or chemical industry, forest harvesting, construction engineering, transportation and working on the water or operating at height; or engages in activities involves any physical labor or mechanic operation;

6.17 The Insured takes a passenger transportation vehicle in an illegal way or hitchhikes a vehicle which is not properly registered with the competent local authority where the accident occurs;

6.18 The Insured participates in aviation or flying activities, including where the Insured serves as a pilot or aircrew, except where the Insured is on a civil flight as a passenger with a paid ticket;

6.19 When the Insured is on a trip for the purpose of receiving medical treatment or recuperation, or the Insured is on a trip against the advice of his or her doctor (refer to 28.12) or when his or her physical condition is not suitable for a trip;

6.20 Loss caused by the deterioration of disease due to further treatment within the territory of China (refer to 28.13), when the Insured's physical condition is suitable for trip, but the Insured fails to follow the advice of his or her attending doctor and immediately returns to China.

#### ARTICLE 7 EXCULSION BY PERIODS

The Insurer shall be exempted from the insurance liabilities for the death, disability or burns of the Insured resulting from an accidental injury due to any of the following causes or during the following periods:

7.1 War (declared or not), civil war, military action, terrorist action, riot or any other similar armed rebellion;

7.2 The Insured is under the influence of alcohol, drugs or controlled drugs;

7.3 The Insured drives while intoxicated, without valid license (refer to 28.15) or driving any motor-driven vehicle without valid driving certificate thereof;

7.4 When the Insured is arrested or sentenced to imprisonment by the local judicial authority;

Upon occurrence of any of the causes mentioned above, which results in the death of the Insured, the insurer shall refund the unearned premium (refer to 28.17) for the Insured.

#### INTERNATIONAL TRAVEL ASSISTANCE SERVICE

##### ARTICLE 8

If the Insured encounters any emergent event or need during the business trip, he/she may obtain free information by calling the assistance hotline number indicated in the insurance policy or the insurance certificate and with the scope of assistance provided by the assistance institution or its authorized representative ("Assistance Institution") designated by the Company, provided that the costs and expenses incurred from use of any of the following assistance services and paid to any service provider shall be solely borne by the Insured. The Assistance Institution will not guarantee the

quality of services provided by such third-party service providers, and choice of such services shall be subject to the Insured.

### **8.1 Medical Assistance**

#### **8.1.1 Telephone Medical Consultation**

24 hours telephone services can provide medical advice to users.

#### **8.1.2 Recommendation of Medical Service Institution**

Upon the request of the Insured, to provide the name, address, telephone number, working hours and other information about the doctors, hospitals, clinics, dentists and dentist's clinics (collectively as "Medical Service Provider"). The assistance institution will not provide medical diagnosis or treatment to the Insured.

#### **8.1.3 Appointment for Consultation with Doctors**

To assisted the Insured in making appointment with the local doctors, provided that all costs and expenses incurred therefrom shall be paid by the Insured.

#### **8.1.4 Arrangement of Hospitalization**

If the Insured is in serious illness and needs treatment by hospitalization, the assistance institution may assist the Insured in arranging the hospitalization, provided that all costs and expenses incurred therefrom shall be paid by the Insured.

#### **8.1.5 Monitoring Physical Condition during and after Hospitalization**

Subject to the confidentiality obligation and the applicable conditions of authorization, the assistance institution will monitor the physical condition of the Insured during his/her hospitalization and before he/she returns to the territory of China.

### **8.2 Traveling Service**

#### **8.2.1 Information relating to Vaccination and Visa**

To provide information about the requirements for visa and vaccination in various countries

#### **8.2.2 Recommendation of Translation Service**

To provide the address, telephone number, working hours and other information about the local translation service providers at the destination of the trip.

#### **8.2.3 Assistance in Finding the Lost Luggage**

To assist the Insured who lost his/her luggage during the overseas trip, and contact the relevant entities to find the lost luggage.

#### **8.2.4 Assistance in Finding the Lost Passport**

To assist the Insured who lost his/her passport during the overseas trip, and contact the relevant entities to find the lost passport.

#### **8.2.5 Information of Embassy and Consulate**

To provide the address, telephone number, working hours and other information about the suitable embassy or consulate closest to the Insured.

#### **8.2.6 Emergent Message Transmission Service**

Upon the request of the Insured when he/she is hospitalized during the overseas trip, to transmit the emergent message of the Insured to his/her family, friend or company.

## **INSURED AMOUNT AND PREMIUM**

### **ARTICLE 9**

The insured amount refers to the maximum amount for compensation or insurance money payment to be paid by the insurer. The insured amount is to be agreed upon by the Applicant and the Insured and shall be expressly indicated in the insurance policy. The Insured shall pay the insurance premium to the Insurer according to thus Contract. The Insurer could stipulate the deductible with the Insured under the clause of this Contract.

## **INSURANCE PERIOD**

### **ARTICLE 10**

The insured period is to be agreed upon by the Applicant and the Insured and shall be subject to the insurance period indicated in the insurance policy.

For a full-year multiple return trips insurance plan, the insurance liability shall be effective at each time when the Insured leaves his/her habitual residence or habitual working place within China directly for the destination of an business trip during the insurance period, and shall expire on the following date (whichever is earlier):

10.1 The date when the Insured directly returns to his/her habitual residence or habitual working place within China after the business trip completes; or

10.2 Upon expiration of the insurance period as specified in the insurance policy or insurance certificate. The Insurer could stipulate the maximum covered days of each trip with the Insured under the clause of this Contract.

For a single trip insurance plan, the insurance liability shall be effective on the following date (whichever is later):

- (1) The effective date of the insurance period as specified in the insurance policy; or
- (2) The date when the Insured leaves his/her habitual residence or habitual working place within China directly for the destination of an business trip during the insurance period.

The insurance liability shall end on the following date (whichever is earlier):

- (1) Upon expiration of the insurance period as specified in the insurance policy or insurance certificate; or
- (2) The date when the Insured directly returns to his/her habitual residence or habitual working place within China after the business trip completes.

## DUTY OF THE INSURER

### ARTICLE 11 DUTY OF ISSUING POLICY

Upon the formation of this Contract, the Insurer shall issue the insurance policy or the other insurance certificates to the Insured.

### ARTICLE 12 COMPLEMENT OF EVIDENCE AND INFORMATION OF CLAIM

Where the Insurer deems that the evidence and information provided is incomplete in accordance with the insurance contract, the Insurer shall timely notify the Applicant and the Insured just one time for the request of additional evidence and information.

### ARTICLE 13 DUTIES OF ASSESSING AND PAYING TIMELY

Upon receipt of a claim request from the Insured, the Insurer shall promptly assess if the claim arising from the insured event; If the circumstances are complicated, the assessment shall be done within 30 days, unless specified otherwise in this Contract.

The insurer shall notify the Insured result of the assessment; If the claim fall within insurance liability, the Insurer shall pay the insurance amount or claim in respect of insurance liability within 10 days from agreement with the Insured; Upon receipt of a claim by an insurer from the Insured which does not fall within insurance liability, the insurer shall, within 3 days starting from the assessment date, the notification for rejection of the claim by explaining the reasons.

### ARTICLE 14 ADVANCE PAYMENT

If the Policyholder is entitled to the insurance indemnity but the amount of such indemnity can not be ascertained, the Insurer shall, within sixty (60) days upon receipt of the aforesaid Claim for Insurance Indemnity and relevant evidences and materials furnished by the Policyholder, pay to the Policyholder in advance the minimum amount of indemnity ascertainable on the given evidences and materials, and shall pay the remaining difference therein to the Policyholder when the amount of insurance indemnity is finally ascertained.

## DUTY OF INSURED/POLICYHOLDER

### ARTICLE 15 PAYMENTS

Unless specified otherwise, the Insured shall pay the premium completely upon the confirmation of this Contract.

### ARTICLE 16 FAITHFUL DISCLOSURE

In the conclusion of an insurance contract, the insurer may request relevant information on the insured subject matter or the insured party. The policyholder shall make full and accurate disclosure.

**Where the policyholder willfully or grossly negligently fails to perform the obligation to make full and accurate disclosure as provided in the preceding paragraph and as a consequence the insurer is required to reconsider underwriting of the insurance or decide on raising the insurance premium, the insurer shall have the right to terminate the insurance contract.**

The right to terminate an insurance contract as provided in the above paragraph shall be extinguished if the insurer does not exercise such right within 30 days after it has knowledge of the cause for termination of the contract.

**Where the policyholder fails to perform the obligation to make full and accurate disclosure willfully, the insurer shall not be liable to pay insurance amount or claims for insured events which occurred prior to termination of the insurance contract and shall not refund the insurance premiums.**

**Where the policyholder fails to perform the obligation to make full and accurate disclosure due to negligence and such negligence bears serious effects on the occurrence of insured events, the insurer shall not be liable to pay insurance amount or claims for insured events which occurred prior to termination of the insurance contract but may refund the insurance premiums.**

An insurance event shall refer to an event which falls within the scope of insurance liability agreed upon in the contract.



#### ARTICLE 17 NOTIFICATION OF MAILING ADDRESS AND RESIDENCE CHANGING

The policyholder shall give a written notice to the Insurer in timely manners when the mailing address or the residence of the policyholder is changed; otherwise, all notices sent by the insurer to the last mailing address of the policyholder as indicated herein shall be deemed as duly delivered.

#### ARTICLE 18 NOTIFICATION OF ACCIDENT

The Policyholder, the Insured or the Beneficiary shall notify the Insurer within five (5) days upon the occurrence of any insured accident once it becomes aware of or should have become aware of such accident; **If the Policyholder, the Insured or the beneficiary delays to give a notice and so causes the loss of necessary evidence or difficulty in ascertainment of the reason and nature of an accident, the Insurer will not be held liable for the portion that can not be verified** except that the Insurer is aware of or shall be expected aware of the accident in another ways.

The agreements above exclude the accident arising from force majeure.

### APPLICATION AND PAYMENT OF INSURANCE AMOUNT

#### ARTICLE 19 APPLICATION OF INSURANCE AMOUNT

The Application of the insurance amount must offer sufficient information the Insurer reasonably ask for to support the Insured's claim. In special circumstances the Insured can not offer the following materials, the Insured shall offer other legitimate and valid materials. **Where the Insurer fails to verify the truth of evidence and content thereof due to the failure of the claim applicant to provide such evidence timely, the Insurer shall not be liable to pay for the portion that cannot be verified.**

##### 19.1 Claim of Accidental death Benefit

19.1.1 Declare of insurance amount payment (declare of claim settlement);

19.1.2 Original insurance policy;

19.1.3 Identification of the Application

19.1.4 Certificate of deregistration of the Insured's registered permanent residence issued by the public security department, or a death certificate issued by second and above or recognized by the Insurer hospital. If the Insured is pronounced dead, the Applicant shall offer the Certificate of death issued by the People's Court. If the Insured passed away outside of China, the death certificate or postmortem report of the Insured issued by the embassy or consulate of the People's Republic of China at the country where the accident occurs or the local government authority where the accident occurs;

19.1.5 Any other evidences and materials required by the Company to identify the nature and cause of the insured accident and the extent of loss.

19.1.6 If the Insured delegates others to make the claim, the Applicant shall offer the document as original proxy contest, identification of client and trustee.

##### 19.2 Claims for Accidental Disability and Burns Benefit

19.2.1 Original insurance policy;

19.2.2 Identification if the Insured;

19.2.3 Disability or burns diagnose testimonial issued by a second or above hospital or medical organization recognized by the Insurer or a judicial expertise institution;

19.2.4 Other related documents provided by the Applicant;

19.2.5 If the Insured delegates others to make the claim, the Applicant shall offer the document as original proxy contest, identification of client and trustee.

#### ARTICLE 20 IDENTIFICATION OF DISABILITY

Where the Insured is disabled due to any accidental injury, he/she shall be given a medical identification made by an institution recognized by the Company and with a Judicial Identification License issued by the competent administrative authority, after the end of his/her medical treatment.

If the medical treatment is not ended after 180 days upon occurrence of the said accident, the Insured shall be given a medical appraisalment on the physical status on the 180<sup>th</sup> day upon occurrence of the said accident.

#### ARTICLE 21 PHYSICAL CHECKS AND DEATH IDENTIFICATION

During the period of application for claims, the Insurer may demand the Insured to receive a physical check or submit relevant examination report. If the Insured is dead, the Insurer shall have the right to request identification on the insured accident.

#### ARTICLE 22 LIMITATION OF EACH OCCURRENCE

The insurance benefit paid by the Insurer for each occurrence will not exceed the limitation of each occurrence of accident as specified in the insurance policy or the insurance certificate. If the amount of insurance benefit payable for an accident hereunder is insufficient to distribute among all the Insured in such an accident according to the amount of insurance benefit per capita as specified in the insurance policy or the insurance certificate, the insurance benefit payable to each Insured shall be reduced at a same proportion.

#### ARTICLE 23 SPECIAL LIMITATION OF INDEMNITY

The Insured is only entitled to the benefit under an insurance contract with respect to the insurance indemnity of the same coverage subscribed by Insurer for the same trip. Where the Insurer has subscribed more than one insurance contract with same coverage, the Insurer is only subject to the insurance liability for such coverage under the insurance contract with the highest insured amount. If the insured amounts in such insurance contracts are same, the Insurer is only subject to the insurance liability under one of such insurance contracts. The premiums paid under the remaining insurance contracts shall be refunded.

### STATUTE OF LIMITATIONS

#### ARTICLE 24

The right of the Applicant to claim from the Insurer for insurance amount shall be extinguished if the right is not exercised within 2 years from the date on which the insured party or beneficiary becomes aware of or should be aware of the occurrence of the insured event.

### TERMINATION OF THE CONTRACT

#### ARTICLE 25

Upon execution of this Contract and prior to the commencement of insurance period, the Applicant may cancel this Contract by sending a written notice to the Company.

When the Applicant intends to cancel this Contract, it shall furnish the following documents and materials:

25.1 Application for cancellation of this Contract

25.2 Original of insurance policy;

25.2 Insurance certificate of premium;

25.3 Identity certificate of the Applicant.

Where the Applicant cancels this Contract, the Company will bear no insurance liabilities upon receipt of an application from the Applicant for cancellation of this Contract. Upon 30 days the Insurer receives all the documents and materials above, the insurer shall refund the entire insurance premium.

### SETTLEMENT OF DISPUTE AND APPLICATION OF LAW

#### ARTICLE 26

If there is any dispute arising from performance of this Contract, it shall be settled by both parties through friendly negotiations; in case no settlement can be reached, both parties shall submit such dispute to the arbitration committee indicated in the insurance policy; in case there is not any arbitration committee indicated in the insurance policy or no settlement can be reached, either party may file an action before the competent people's court according to law.

#### ARTICLE 27

All disputes related to this Contract and arising from performance of this Contract shall be governed by the applicable laws of the People's Republic of China (exclude laws of Hong Kong, Macau and Taiwan).

#### ARTICLE 28 DEFINITIONS

**28.1 One Full Year of Age** means chronological age calculated by the born date of the Insured subject to the date indicated on the valid identity certificate of the Insured.

**28.2 Outside of China** means the jurisdiction other than the Mainland of the People's Republic of China, including Hong Kong SAR, Macau SAR and Taiwan Province.

**28.3 The Insurer** means all the branches of Huatai Insurance Company of China Limited who sign this Contract with the Insurer.

**28.4 Accidental Injury** means any bodily injury directly and solely caused by any extraneous, sudden, unintentional and non-disease event.

**28.5 Accidental burns** means burns to the body soft tissue suffered during your journey as a result of Accidental Injury. The burns shall fall under the two or third degree, standards for which are injury of skin (epidermis and underlying tissues, incidental injuries of bones and muscles, soft tissue necrosis, incrustation, and falling out at last) of all layers. Calculation of degree and area of burns shall be subject to evaluation in accordance with the clinical identification

standards-the *New Nine Classification*.

**28.6 Limbs** mean limbs of human body, including left and right upper limbs, left and right lower limbs.

**28.7 Epidemic** Refers to a sudden development and rapid spreading of a contagious disease in a region where it developed in an endemic state or within a previously unscathed community.

**28.8 Large-scale prevalence of infectious disease** refers to a disease in the entire continent or the whole of humanity in the popular.

**28.9 Expedition** means any actions intentionally put oneself into dangers, with the knowledge of dangers of losing life or suffering from injury under some special natural conditions. Such as driftage in rivers, crossing desert on foot, and exploring virgin forest without traces of human presence.

**28.10 Martial Arts** means any contest between two or more than two persons, such as judo, karate, tae kwon do, Sanda and boxing, with or without help of any accessory equipment.

**28.11 Stunt Performance** means the special skills such as equestrianism, acrobatics and animal training

**28.12 Doctor** means a person who is duly registered and providing medical services with a practicing certificate recognized by the applicable laws of the jurisdiction where he/she is practicing, other than the Insured and his/her family members and any person has direct interests with the Insured.

**28.13 Within China** means the Mainland of the People's Republic of China, excluding Hong Kong SAR, Macau SAR and Taiwan Province.

**28.14 Controlled Medicine** means any medicines defined as specially controlled medicines by the *Pharmaceutical Administration Law of the People's Republic of China* and any other relevant laws and regulations, including but not limited to any narcotic drugs, psychotropic drugs, toxic drugs and radioactive drugs.

**28.15 No valid Driver license** means the Insured has one of the following cases:

28.15.1 Do not have the driver license or the driver license has expired;

28.15.2 The vehicle specified in the driver license is not the same with the vehicle the Insured is driving;

28.15.3 Driving bus or business passenger car during probationary period; having explosives, flammable and explosive chemical materials, toxic or radioactive dangerous article on board; towing vehicles during probationary period;

28.15.4 Driving with driver license which is not examined according to the law, detained, withhold, suspend and unregistered;

28.15.5 The driver of all kinds of special or mechanical vehicles without operation certificate issued by relevant department and the driver of business passenger car without qualification certificate issued by relevant department;

28.15.6 Driving during the period that is forbidden to drive according to the law and regulations or relevant regulations of traffic department.

**28.16 No Valid Vehicle License** indicates one of the following cases:

28.16.1 The vehicle's registration is cancelled according to the law;

28.16.2 The vehicle with no vehicle license, number plate, temporary number plate or temporary moving license issued by Traffic Control Department of Public Security Organs;

28.16.3 Not taking or passing the technical examination of vehicle safety within the limited examination period. Not taking or passing the technical examination of vehicle safety on time according to law.

**28.17 Unearned premium** Unearned Insurance Premium = Insurance Premium \* (1 - Days from Effectives Date of this Contract)/Insurance Period)\*(1 - X%);

Day from Effectives Date which is not a full day is equal to a full day;

X% means commission rate.

**28.18 Force Majeure** means the unpredictable, unavoidable and insurmountable objective circumstances.

**28.19 The Applicant of the Insurance amount** means the heir or the other natural person who has the right of claim according to law of the Insured or the Beneficiary.



**Appendix 1:**

## **Evaluation Standards for Injuries and Disabilities Covered by Personal Insurance**

Note: these Standards set out classifications on functions and injury/disability. There are ten degrees of personal injury/disability, with Level 1 the most serious and Level 10 the least serious.

The percentage of the benefit for each degree of personal injury/disability to the sum insured varies, with the figure being 100% for Level 1 injury/disability and 10% for Level 10 injury/disability.

### **1 Nervous system's structure and mental function**

#### **1.1 Structural damage to the meninges**

Traumatic cerebrospinal fluid rhinorrhea or otorrhea	Level 10
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#### **1.2 Structural damage to brain and mental dysfunction**

Extreme intelligence defect (IQ≤20) caused by craniocerebral injury, resulting in inability to independently perform basic daily activities and totally reliant on nursing	Level 1
Severe intelligence defect (IQ≤34) caused by craniocerebral injury, necessitating help from others at all times to perform basic daily activities and totally reliant on nursing	Level 2
Severe intelligence defect (IQ≤34) caused by craniocerebral injury, necessitating custody from others often to perform basic daily activities and mostly reliant on nursing	Level 3
Moderate intelligence defect (IQ≤49) caused by craniocerebral injury, necessitating help from others occasionally to perform basic daily activities and mostly reliant on nursing	Level 4

Note:

1. Reliant on nursing: the degree of reliance on nursing should be judged based on the degree of loss of the ability to perform basic daily activities.
2. Basic daily activities mean: (1) dressing: dressing and undressing by himself; (2) moving: moving from one room to another room by himself; (3) action: going to or getting out of bed or getting on or off wheel chair by himself; (4) going to the toilet: voluntary control over urinary and fecal discharge; (5) eating: getting food on the bowl or plate into his mouth by himself; (6) bathing: taking a bath or shower by himself.
3. Reliance on nursing is at three levels: (1) totally reliant on nursing means that the above six items of basic daily activities cannot be performed without the help of a nurse; (2) mostly reliant on nursing means that three or more of the above six items of basic daily activities cannot be performed without the help of a nurse; (3) partially reliant on nursing means that one or more of the above six items of basic daily activities cannot be performed without the help of a nurse.

#### **1.3 Consciousness disorder**

vegetative state caused by craniocerebral injury	Level 1
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Note: vegetative state means loss of cognitive function caused by severe craniocerebral injury, with unconscious activities, inability to execute order, spontaneous breathing and blood pressure, sleeping-awakening cycle, inability to understand and speak language, ability to voluntarily open eyes, ability to make eye tracking movement with or without purpose, hypothalamus's and brainstem's functions preserved basically.

### **2 Eyes, ears and relevant structure and functions**

#### **2.1 Damage to eyeball or visual dysfunction**

Visual dysfunction herein means blindness or low vision.

Loss of both eyeballs	Level 1
Loss of one eyeball and the other eye is blind at 5 level	Level 2
Loss of one eyeball and the other eye is blind at 4 level	Level 3
Loss of one eyeball and the other eye is blind at 3 level	Level 4
Loss of one eyeball and the other eye has low vision at 2 level	Level 5
Loss of one eyeball and the other eye has low vision at 1 level	Level 7

## 2.2 Visual dysfunction

In addition to blindness and low vision, visual dysfunction herein also includes visual-field defect.

Both eyes are blind at 5 level	Level 2
Both eyes have visual-field defect, less than 5° in diameter	Level 2
Both eyes are blind at 4 or above level	Level 3
Both eyes have visual-field defect, less than 10° in diameter	Level 3
Both eyes are blind at 3 or above level	Level 4
Both eyes have visual-field defect, less than 20° in diameter	Level 4
Both eyes are blind at 2 or above level	Level 5
Both eyes are blind at 1 or above level	Level 6
Both eyes have visual-field defect, less than 60° in diameter	Level 6
One eye is blind at 5 level	Level 7
One eye has visual-field defect, less than 5° in diameter	Level 7
One eye is blind at 4 or above level	Level 8
One eye has visual-field defect, less than 10° in diameter	Level 8
One eye is blind at 3 or above level	Level 9
One eye has visual-field defect, less than 20° in diameter	Level 9
One eye is blind at 1 or above level	Level 10
One eye has visual-field defect, less than 60° in diameter	Level 10

Note: ① Vision and visual-field

Level		Low vision and blindness grading standards	
		Best corrected vision	
		Best corrected vision is below	Lowest corrected vision is at or above
Low vision	1	0.3	0.1
	2	0.1	0.05 (3m index)
blind	3	0.05	0.02 (1m index)
	4	0.02	light perception
	5	No light perception	

1 If central vision is good and visual-field narrows, blind at 3 level means that the diameter of visual-field centering on central point of fixation is less than 20° and more than 10° and blind at 4 level means that diameter of visual-field centering on central point of fixation is less than 10° .

3 Visual-field defect means that narrowing of field of vision as eyeballs look directly forward and are unable to turn around as a result of injury, resulting in difficulty in performing normal work, study or other activities.

## 2.3 Damage to lens structure of eyeball

Traumatic cataract	Level 10
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Note:

This section applies in the case of no surgery. The injury/disability level for relevant visual dysfunction left after surgery on traumatic cataract should be assessed with reference to relevant provisions.

## 2.4 Structural damage to eyelid structure

Significant defect in lids of both eyes	Level 8
Ectropion of lids of both eyes	Level 8
Incomplete closure of lids of both eyes	Level 8
Significant defect in lids of one eye	Level 9
Ectropion of lids of one eye	Level 9
Incomplete closure of lids of one eye	Level 9

Note: significant defect in lids means that lids cannot fully cover the cornea when eyes are closed.

## 2.5 Structural damage to auricle or auditory dysfunction

Loss of hearing of both ears is more than 91dB (inclusive) and loss of both auricles	Level 2
Loss of hearing of both ears is more than 91dB (inclusive) and loss of one auricles	Level 3
Loss of hearing of one ear is more than 91dB (inclusive), loss of hearing of the other ear is more than 71dB (inclusive), loss of one auricle and loss of 50% or more of the other auricle	Level 3
Loss of hearing of both ears is more than 71dB (inclusive) and loss of both auricles	Level 3
Loss of hearing of both ears is more than 71dB (inclusive) and loss of one auricles	Level 4
Loss of hearing of both ears is more than 56dB (inclusive) and loss of both auricles	Level 4
Loss of hearing of one ear is more than 91dB (inclusive), loss of hearing of the other ear is more than 71dB (inclusive), and loss of 50% or more of one auricle	Level 4
Loss of hearing of both ears is more than 71dB (inclusive) and loss of 50% or more of one auricle	Level 5
Loss of hearing of both ears is more than 56dB (inclusive) and loss of f one auricle	Level 5
Loss of both auricles	Level 5
Loss of one auricle and loss of 50% or more of the other auricle	Level 6
Loss of one auricle	Level 8
Loss of 50% or more of one auricle	Level 9

## 2.6 Auditory dysfunction

Loss of hearing of both ears is more than 91dB (inclusive)	Level 4
Loss of hearing of both ears is more than 81dB (inclusive)	Level 5
Loss of hearing of both ears is more than 91dB (inclusive) and loss of hearing of the other ear is more that 71dB (inclusive)	Level 5
Loss of hearing of both ears is more than 71dB (inclusive)	Level 6
Loss of hearing of one ear is more than 91dB (inclusive) and loss of hearing of the other ear is more than 56dB (inclusive)	Level 6
Loss of hearing of one ear is more than 91dB (inclusive) and loss of hearing of the other ear is more than 41dB (inclusive)	Level 7
Loss of hearing of one ear is more than 71dB (inclusive) and loss of hearing of the other ear is more than 56dB (inclusive)	Level 7
Loss of hearing of one ear is more than 71dB (inclusive) and loss of hearing of the other ear is more than 41dB (inclusive)	Level 8
Loss of hearing of one ear is more than 91dB (inclusive)	Level 8
Loss of hearing of one ear is more than 56dB (inclusive) and loss of hearing of the other ear is more than 41dB (inclusive)	Level 9
Loss of hearing of one ear is more than 71dB (inclusive)	Level 9
Loss of hearing of both ears is more than 26dB (inclusive)	Level 10

Loss of hearing of one ear is more than 56dB (inclusive)	Level 10
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### 3 Sound and speech structure and function

#### 3.1 Structural damage to nose

Total loss of external nose	Level 5
Defect in most external nose	Level 7
Defect in nasal tip and one nasal ala	Level 8
Atresia of two nasal cavities or nasopharynx	Level 8
Defect in one nasal ala	Level 9
Atresia of one nasal cavity or nostril	Level 10

#### 3.2 Structural damage to oral cavity

Loss of more than 2/3 of tongue	Level 3
Loss of more than 1/3 of tongue	Level 6
Loss of 16 or above teeth caused by damage to oral cavity	Level 9
Loss of 8 or above teeth caused by damage to oral cavity	Level 10

#### 3.3 Sound and speech dysfunction

Total loss of speech	Level 8
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Note: total loss of speech shall mean the loss of articulating ability of any three or the four sounds which contribute to the speech (from the labial sounds, alveolar sounds, palatal sounds, and the velar sounds) or total loss of vocal cord or damage or speech center in brain resulting in aphasia. However, all psychiatric related causes are excluded. Medical evidence must be supplied by a qualified otorhinolaryngology specialist.

## 4 Structure and function of cardiovascular, immune and respiratory systems

#### 4.1 Structural damage to or dysfunction of heart

Heart and lung joint transplant caused by chest injury	Level 1
Obvious change in electrocardiogram after neoplasty of penetrating wound in heart caused by chest injury	Level 3
Myocardial rupture neoplasty caused by chest injury	Level 8

#### 4.2 Structural damage to spleen

Excision of spleen caused by abdominal injury	Level 8
Partial excision of spleen caused by abdominal injury	Level 9
Spleen rupture neoplasty caused by abdominal injury	Level 10

#### 4.3 Structural damage to lung

Excision of one whole lung caused by chest injury	Level 4
Excision of lobes of both lungs caused by chest injury	Level 4
Excision of two lobes of one lung caused by chest injury	Level 5
Excision of lung lobe(s) caused by chest injury	Level 7

#### 4.4 Structural damage to thoracic cage

Fracture of 12 or more ribs caused by chest injury	Level 8
Fracture of 8 or more ribs caused by chest injury	Level 9
Loss of 4 or more ribs caused by chest injury	Level 9
Fracture of 4 or more ribs caused by chest injury	Level 10
Fracture of 2 or more ribs caused by chest injury	Level 10

## 5 Structure and function of digestive, metabolic and endocrine systems

### 5.1 Chewing and swallowing dysfunction

Total loss of function to chew and swallow	Level 1
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- (1) Note: loss of function to chew and swallow shall mean the organic or functional disturbance of such functions as chewing and swallowing by any means other than dental causes, and which results in incapability of eating or swallowing anything other than fluid diet.

### 5.2 Structural damage to intestine

Excision of more than 90%(inclusive) of small intestine caused by abdominal injury	Level 1
Excision of more than 75%(inclusive) of small intestine caused by abdominal injury, combined with short bowel syndrome	Level 2
Excision of more than 75%(inclusive) of small intestine caused by abdominal injury	Level 4
Excision of whole colon/return/anus structure as well as ileostomy, caused by abdominal or pelvic injury	Level 4
Excision of return and anus, partial excision of colon, colostomy, caused by abdominal or pelvic injury	Level 5
Excision of more than 50%(inclusive) of small intestine, including excision of ileocecus, caused by abdominal injury	Level 6
Excision of more than 50%(inclusive) of small intestine, caused by abdominal injury	Level 7
Excision of more than 50%(inclusive) of colon, caused by abdominal injury	Level 7
Partial excision of colon caused by abdominal injury	Level 8
Rectum/anus injury caused by pelvic injury, resulting in permanent sigmoidostomy	Level 9
Rectum/anus injury caused by pelvic injury, resulting in scar	Level 10

### 5.3 Structural damage to stomach

Excision of whole stomach caused by abdominal injury	Level 4
Excision of more than 50%(inclusive) of stomach caused by abdominal injury	Level 7

### 5.4 Structural damage to or metabolic dysfunction of pancreas

Metabolic dysfunction of pancreas herein means reliance on insulin.

Excision of whole pancreas caused by abdominal injury	Level 1
Excision of more than 50%(inclusive) of pancreas caused by abdominal injury, together with reliance on insulin	Level 3
Excision of pancreas head/duodenum caused by abdominal injury	Level 4
Excision of more than 50%(inclusive) of pancreas caused by abdominal injury	Level 6
Partial excision of pancreas caused by abdominal injury	Level 8

## 5.5 Structural damage to liver

Excision of more than 75%(inclusive) of liver, caused by abdominal injury	Level 2
Excision of more than 50%(inclusive) of liver, caused by abdominal injury	Level 5
Partial excision of liver caused by abdominal injury	Level 8

# 6 Structure and function of urinary and reproductive systems

## 6.1 Structural damage to urinary system

Excision of two kidneys caused by abdominal injury	Level 1
Excision of one kidney caused by abdominal injury	Level 1
Loss of two ureters caused by pelvic injury	Level 5
Atresia of two ureters caused by pelvic injury	Level 5
Loss of one ureter and atresia of the other ureter caused by pelvic injury	Level 5
Excision of bladder caused by pelvic injury	Level 5
Atresia of urethra caused by pelvic injury	Level 5
Loss of one ureter and serious stricture of the other ureter caused by pelvic injury	Level 7
Atresia of one ureter and serious stricture of the other ureter caused by pelvic injury	Level 7
Excision of one kidney caused by abdominal injury	Level 8
Serious stricture of two ureters caused by pelvic injury	Level 8
Loss of one ureter and stricture of the other ureter caused by pelvic injury	Level 8
Atresia of one ureter and stricture of the other ureter caused by pelvic injury	Level 8
Partial excision of one kidney caused by abdominal injury	Level 9
Loss of one ureter caused by pelvic injury	Level 9
Atresia of one ureter caused by pelvic injury	Level 9
Stricture of ureter caused by pelvic injury	Level 9
Partial excision of bladder caused by pelvic injury	Level 9
Kidney rupture repair caused by abdominal injury	Level 10
Serious stricture of one ureter caused by pelvic injury	Level 10
Bladder rupture repair caused by pelvic injury	Level 10

## 6.2 Structural damage to reproductive system

Loss of two testes caused by perineum injury	Level 3
Complete atrophy of two testes caused by perineum injury	Level 3
Loss of one testis and complete atrophy of the other testis caused by perineum injury	Level 3
Total loss of phallosome caused by perineum injury	Level 4
Colpatresia caused by perineum injury	Level 5
Loss of more than 50% of phallosome caused by perineum injury	Level 5
Loss of two vasa deferentia caused by perineum injury	Level 6
Atresia of two vasa deferentia caused by perineum injury	Level 6
Loss of one vas deferens and atresia of the other vas deferens, caused by perineum injury	Level 6
Loss of two female breasts caused by chest injury	Level 7
Excision of utertus caused by pelvic injury	Level 7
Loss of one female breast and partial loss of the other female breast caused by chest injury	Level 8
Loss of one female breast caused by chest injury	Level 9
Partial excision of utertus caused by pelvic injury	Level 9
Uterus rupture repair caused by pelvic injury	Level 10
Loss of one testis caused by perineum injury	Level 10

Complete atrophy of one testis caused by perineum injury	Level 10
Loss of one vas deferens caused by perineum injury	Level 10
Atresia of one vas deferens caused by perineum injury	Level 10

## 7 Neuromuscular skeletal and motion related structure and function

### 7.1 Structural damage to head and neck

Total loss of maxillary bones on two sides	Level 2
Total loss of mandibular bone on two sides	Level 2
Total loss of one maxillary bone on one side and total loss of mandibular bone on the other side	Level 2
Total loss of one maxillary bone and mandibular bone on the same side	Level 3
Defect in maxillary bone and mandibular bone, loss of more than 24(inclusive) teeth	Level 3
Total loss of maxillary bone on one side	Level 3
Total loss of mandibular bone on one side	Level 3
Defect in more than 50%(inclusive) of maxillary bone on one side, defect in soft tissue of oral cavity and face $\geq 20\text{cm}^2$	Level 4
Defect in mandibular bone on one side $\geq 6\text{cm}$ , defect in soft tissue of oral cavity and face $\geq 20\text{cm}^2$	Level 4
Penetrating defect in cheek is more than $20\text{cm}^2$	Level 4
Defect in maxillary bone and mandibular bone, loss of more than 20(inclusive) teeth	Level 5
Defect in more than 25% but less than 50% of maxillary bone on one side, defect in soft tissue of oral cavity and face $\geq 10\text{cm}^2$	Level 5
Defect in mandibular bone on one side $\geq 4\text{cm}$ , defect in soft tissue of oral cavity and face $\geq 10\text{cm}^2$	Level 5
Defect in 25% of maxillary bone on one side, defect in soft tissue of oral cavity and face $\geq 10\text{cm}^2$	Level 6
Defect in soft tissue of the face $\geq 20\text{cm}^2$ , together with salivary fistula	Level 6
Defect in maxillary bone and mandibular bone, loss of more than 16(inclusive) teeth	Level 7
Defect in maxillary bone and mandibular bone, loss of more than 12(inclusive) teeth	Level 8
Defect in maxillary bone and mandibular bone, loss of more than 8(inclusive) teeth	Level 9
Defect in maxillary bone and mandibular bone, loss of more than 4(inclusive) teeth	Level 10
Defect in cranial bone $\geq 6\text{cm}^2$	Level 10

### 7.2 Dysfunction of head and neck joints

Rigid temporomandibular joints on one side, third degree difficulty in opening mouth	Level 6
Rigid temporomandibular joints on two sides, third degree difficulty in opening mouth	Level 6
Rigid temporomandibular joints on two sides, second degree difficulty in opening mouth	Level 8
Rigid temporomandibular joints on one side, first degree difficulty in opening mouth	Level 10

Note: difficulty in opening mouth is measured by keeping the patient's own forefinger, middle finger and ring finger abreast and vertical and putting them between superior prosthion and incision inferus, Normal mouth opening means that when the mouth opens, the abovementioned three fingers can be put between superior



prosthion and incision inferius vertically(equivalent to approximately 4.5 cm). First degree difficulty in opening mouth means that when the mouth opens widely, only the forefinger and middle finger can be putting between superior prosthion and incision inferius(equivalent to approximately 3cm). Second degree difficulty in opening mouth means that when the mouth opens widely only the forefinger can be putting between superior prosthion and incision inferius(equivalent to approximately 1.7cm). Third degree difficulty in opening mouth means that when the mouth opens widely, the forefinger alone cannot be putting between superior prosthion and incision inferius.

### 7.3 Structural damage to upper limb, dysfunction of hand or joints

Total loss of both hands	Level 4
Total loss of function of both hands	Level 4
Total loss of one hand, total loss of function of the other hand	Level 4
Loss(loss of function) of more than 90%(inclusive) of both hands	Level 5
Loss(loss of function) of more than 70%(inclusive) of both hands	Level 6
Loss(loss of function) of more than 50%(inclusive) of both hands	Level 7
Total Loss of function of two-great joints of the three great-joints of a upper limb	Level 7
Total Loss of function of one-great joint of the three great-joints of a upper limb	Level 8
Loss(loss of function) of more than 30%(inclusive) of both hands	Level 8
Loss(loss of function) of more than 10%(inclusive) of both hands	Level 9
Difference in length of both upper limbs $\geq$ 10cm	Level 9
Difference in length of both upper limbs $\geq$ 4cm	Level 10
Partial loss of function of one-great joint of the three great-joints of a upper limb, due to fracture's impact on articular facet.	Level 10

Note: Calculation on loss of /loss of function of hands: a thumb of one hand represent 36% of the functions of the hand, therein distal phalangeal joints and proximal phalangeal joints representing 18% respectively, a forefinger and a middle-finger of one hand represent 18% of the functions of the hand respectively, therein 8% for distal phalangeal joints, 7% for middle phalangeal joints and 3% for proximal phalangeal joints; a ring-finger and a little-finger of one hand represent 9% of the functions of the hand respectively, therein 4% for distal phalangeal joints and 3% for middle phalangeal joints and 2% for proximal phalangeal joint. A palm of one hand represents 10% of the functions of the hand, therein 4% for the first metacarpus, 2% for the second and third metacarpus respectively, 1% for the fourth and fifth metacarpus respectively. Loss of or loss of function of both hands refers to the cumulative results of the above calculation.

### 7.4 Structural damage to pelvis

Pelvic ring fracture, with the difference in relative length of two lower limbs $\geq$ 8cm	Level 7
Acetabular fracture, with the difference in relative length of two lower limbs $\geq$ 8 cm	Level 7
Pelvic ring fracture, with the difference in relative length of two lower limbs $\geq$ 6cm	Level 8
Acetabular fracture, with the difference in relative length of two lower limbs $\geq$ 6cm	Level 8
Pelvic ring fracture, with the difference in relative length of two lower limbs $\geq$ 4cm	Level 9
Acetabular fracture, with the difference in relative length of two lower limbs $\geq$ 4cm	Level 9
Pelvic ring fracture, with the difference in relative length of two lower limbs $\geq$ 2cm	Level 10
Acetabular fracture, with the difference in relative length of two lower limbs $\geq$ 2cm	Level 10

### 7.5 Structural damage to lower limb, dysfunction of foot or joints



Loss of both feet at or above tarsometatarsal joint	Level 6
Difference in length of both lower limbs $\geq$ 8cm	Level 7
Total Loss of function of two-great joints of the three great-joints of a lower limb	Level 7
Total damage to arch structure of both feet	Level 7
Loss of one foot at or above tarsometatarsal joint	Level 7
Difference in length of both lower limbs $\geq$ 6cm	Level 8
Total damage to arch structure of one foot, damage to 1/3 or more of arch structure of the other foot	Level 8
Total loss of ten toes of both feet	Level 8
Total Loss of function of one-great joint of the three great-joints of a lower limb	Level 8
Total loss of functions of ten toes of both feet	Level 8
Difference in length of both lower limbs $\geq$ 4cm	Level 9
Total damage to arch structure of one foot	Level 9
Loss of 5 or more toes of the ten toes of both feet	Level 9
Total loss of function of five toes of one foot	Level 9
Damage to 1/3 or more of arch structure of one foot	Level 10
Loss of 2 or more toes of the ten toes of both feet	Level 10
Difference in length of both lower limbs $\geq$ 2cm	Level 10
Partial loss of function of one-great joint of the three great-joints of a lower limb, due to fracture's impact on articular facet	Level 10

- Note: ① damage to arch structure means loss of or loss of function of arch structure caused by accidental injury.  
 ② total damage to arch structure means total damage to lateral and medial longitudinal arches and transverse arch structure, including loss and loss of function; damage to 1/3 or more of arch structure means structural damage to any arch of the three arches.  
 ③ loss of toes means complete severance through or above the metatarsophalangeal joints.

### 7.6 Structural damage to all the limbs, dysfunction of limbs and joints

Loss of three or more limbs (for a upper limb, at or above wrist joint; for a lower limb, at or above ankle joint)	Level 1
Total loss of function of three or more limbs	Level 1
Loss of two limbs (for a upper limb, at or above wrist joint; for a lower limb, at or above ankle joint), and total loss of function of a third limb	Level 1
Loss of one limb (for a upper limb, at or above wrist joint; for a lower limb, at or above ankle joint), and total loss of function of another tow limbs	Level 1
Loss of two limbs (for a upper limb, at or above elbow joint; for a lower limb, at or above knee joint)	Level 2
Loss of one limb (for a upper limb, at or above elbow joint; for a lower limb, at or above knee joint), and total loss of function of another limb	Level 2
Total loss of function of two limbs	Level 2
Loss of one limb (for a upper limb, at or above wrist joint; for a lower limb, at or above ankle joint), and total loss of function of another limb	Level 3
Loss of two limbs (for a upper limb, at or above wrist joint; for a lower limb, at or above ankle joint)	Level 3
Total loss of function of two-great joints of the three great-joints of two upper limbs or two lower limbs or one upper limb and one lower limb	Level 4
Loss of one limb (for a upper limb, at or above elbow joint; for a lower limb, at or above knee joint)	Level 5
Total loss of function of one limb	Level 5
Loss of one limb (for a upper limb, at or above wrist joint; for a lower limb, at or above ankle joint)	Level 6

thrypsis of long bone of all the limbs at or above epiphyseal plate	Level 9
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Note: ① epiphyseal plate: the definition of epiphyseal plate only applies to children. Fracture of long bone of all the limbs at epiphyseal plate may affect limb development. In the event of limb development abnormality, the degree of injury/disability shall be assessed separately.

② loss of function of limb(s) refers to loss of function of three great-joints of limbs (the three great-joints of upper limb include shoulder joint; three great-joints of lower limb include hip joint, knee joint, and ankle joint)

③ Loss of function of joint(s) shall mean permanent total stiffness, or paralysis of the joints, or that the joints may not be able to move willfully.

### 7.7 Structural damage to vertebral column and dysfunction of joint movement

Structural damage to vertebral column herein means fracture dislocation of cervical or lumbar vertebra. Dysfunction of joint movement means loss of mobility of neck and lumbar part.

Mal union of cervical or lumbar vertebra caused by vertebral column fracture dislocation, and loss of more than 75%(inclusive) of mobility of neck or lumbar part	Level 7
Mal union of neck or lumbar vertebra caused by vertebral column dislocation, and loss of more than 50%(inclusive) of mobility of neck or lumbar part	Level 8
Mal union of neck or lumbar vertebra caused by vertebral column dislocation, and loss of more than 25%(inclusive) of mobility of neck or lumbar part	Level 9

### 7.8 Muscular strength dysfunction

Muscular strength function herein means function in relation to strength produced by muscle or musculature contraction. Muscular strength dysfunction herein means quadriplegia, semiplegia, paraplegia or monoplegia.

Quadriplegia (muscular strength of three or more limbs $\leq$ Level 3)	Level 1
Paraplegia (muscular strength $\leq$ Level 2 ), and fecal and urinary incontinence	Level 1
Quadriplegia (muscular strength of two or more limbs $\leq$ Level 2)	Level 2
Semiplegia (muscular strength $\leq$ Level 2)	Level 2
Paraplegia (muscular strength $\leq$ Level 2)	Level 2
Quadriplegia (muscular strength of two or more limbs $\leq$ Level 3)	Level 3
Semiplegia (muscular strength $\leq$ Level 3)	Level 3
Paraplegia (muscular strength $\leq$ Level 3)	Level 3
Quadriplegia (muscular strength of two or more limbs $\leq$ Level 4)	Level 4
Semiplegia (muscular strength of one limb $\leq$ Level 2)	Level 5
Paraplegia (muscular strength of one limb $\leq$ Level 2)	Level 5
Monoplegia (muscular strength $\leq$ Level 2)	Level 5
Semiplegia (muscular strength of one limb $\leq$ Level 3)	Level 6
Paraplegia (muscular strength of one limb $\leq$ Level 3)	Level 6
Monoplegia (muscular strength $\leq$ Level 3)	Level 6
Semiplegia (muscular strength of one limb $\leq$ Level 4)	Level 7
Paraplegia (muscular strength of one limb $\leq$ Level 4)	Level 7

Monoplegia (muscular strength $\leq$ Level 4)	Level 8
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Note: ① Semiplegia means paralysis of the upper limb and lower limb on one side.

② Paraplegia means loss of sensation, motion and reflection etc. of limbs on both sides below injured planum and loss of function of sphincter of bladder and anus, after spinal cord injury.

③ Monoplegia means paralysis of a limb in whole or in part.

④ Muscular strength: to judge the degree of limb paralysis, muscular strength is graded from Level 0 to Level 5.

Level 0: complete paralysis of muscle without contraction.

Level 1: Visible or touchable minor muscle contraction but inability to generate action.

Level 2: muscle able to move without gravitational influence, namely, limb(s) able to move extra resistance.

Level 3: able to finish action in the direction, contrary to gravity, but unable to fight against extra resistance.

Level 4: able to fight against some resistance but worse than normal people.

Level 5: normal muscular strength.

## 8 Skin and related structure and function

### 8.1 Head and neck skin structure injury and repair dysfunction

Skin repair function means the function of repair of skin injury and other injury. Skin repair dysfunction herein means scarring.

Third degree burn of head and neck, damaged area accounting for 8% or more of total body surface area	Level 2
Scarring caused by facial skin injury, scar area accounting for 90% or more of facial skin area	Level 2
Scarring caused by neck skin injury, with total loss of mobility of neck	Level 3
Scarring caused by facial skin injury, scar area accounting for 80% or more of facial skin area	Level 4
Scarring caused by neck skin injury, with loss of 75% or more mobility of neck	Level 4
Scarring caused by facial skin injury, scar area accounting for 60% or more of facial skin area	Level 4
Third degree burn of head and neck, damaged area accounting for 5% or more but less than 8% of total body surface area	Level 5
Scarring caused by neck skin injury, with loss of 50% or more mobility of neck	Level 5
Scarring caused by facial skin injury, scar area accounting for 40% or more of facial skin area	Level 5
Scarring caused by facial skin injury, scar area accounting for 20% or more of facial skin area	Level 6
Loss of scalp caused by head avulsion, loss area accounting 20% or more of scalp area	Level 6
Scar formation in anterior triangle of neck caused by neck skin injury, scar area accounting for 75% or more of anterior triangle of neck	Level 7
Scarring caused by facial skin injury, scar area $\geq 24\text{cm}^2$	Level 7
Third degree burn of head and neck, damaged area accounting for 2% or more but less than 5% of total body surface area	Level 8
Scar formation in anterior triangle of neck caused by neck skin injury, scar area accounting for 50% or more of anterior triangle of neck	Level 8
Scarring caused by facial skin injury, scar area $\geq 18\text{cm}^2$	Level 8
Scarring caused by facial skin injury, scar area $\geq 12\text{cm}^2$ or linear scar on the face $\geq 20\text{cm}$	Level 9

Scarring caused by facial skin injury, scar area $\geq 6\text{cm}^2$ or linear scar on the face $\geq 10\text{cm}$	Level 10
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Note: ① Scar: hyperplastic scar formed after wound healing, excluding atrophic scar with smooth skin and no material change.

② Calculation of face area and scar area: face refers to the region from mandibular angle to hairline and to the posterior border of the ramus on both sides, including frontal part, eyes part, orbital part, nasal part, oral and labial part, chin part, partes zygomatica, genal part and parotideomasseteric region. The area of scar on the face is calculated by the whole face method and by the 5 equal parts of face method and on a measured basis respectively. In the case of multiple scars on the face, scar area may be calculated on an accumulated basis.

③ Anterior triangle of neck: from mandibular angle on both sides to superior border of basihyoid and to anterior border of sternocleidomastoid muscle.

## 8.2 Skin structure injury and repair dysfunction of all parts

Scarring caused by skin injury, scar area accounting for 90% or more of total body surface area	Level 1
Third degree burn of body and all the limbs, burned area accounting for 60% or more of total skin area	Level 1
Scarring caused by skin injury, scar area accounting for 80% or more of total body surface area	Level 2
Scarring caused by skin injury, scar area accounting for 70% or more of total body surface area	Level 3
Third degree burn of body and all the limbs, burned area accounting for 40% or more of total skin area	Level 3
Scarring caused by skin injury, scar area accounting for 60% or more of total body surface area	Level 4
Scarring caused by skin injury, scar area accounting for 50% or more of total body surface area	Level 5
Third degree burn of body and all the limbs, burned area accounting for 20% or more of total skin area	Level 5
Scarring caused by skin injury, scar area accounting for 40% or more of total body surface area	Level 6
Defect in abdominal wall caused by abdominal injury, defect area accounting for 25% or more of abdominal wall area	Level 6
Scarring caused by skin injury, scar area accounting for 30% or more of total body surface area	Level 7
Third degree burn of body and all the limbs, burned area accounting for 10% or more of total skin area	Level 7
Scarring caused by skin injury, scar area accounting for 20% or more of total body surface area	Level 8
Scarring caused by skin injury, scar area accounting for 5% or more of total body surface area	Level 9

Note: ① Calculation of the area of scar on total body surface: as per the percentage of skin scar to total body surface area, namely China New Rule of Nine : of total body surface area, head and neck part represents 9% (9x1) (3% for head part, facial part and neck part respectively); the two upper limbs represent 18% (9x2) (7% for both upper arms, 6% for both forearms, 5% for both hands); front and back body (including perineum) represent 27% (9x3) (13% for front body, 13% for back body, 1% for perineum); both lower limbs (including hip part) represent

46% (5% for both hips, 21% for both things, 13% for both lower legs, 7% for both feet) (9x5+1) (6% for both feet and both hips respectively for females).

② Area and depth of burn: the area of burn is calculated by China New Rule of Nine, the depth of burn by Three-degree and Four-part Method. Third degree burns damage the skin (epidermis and dermis), to muscle tissue, bone and subcutaneous fat. Burn accident excludes freezing injury, inhalation injury (also called respiratory tract burn) and injury caused by electric shock. The degree of injury/disability may be assessed as per the area and depth of burn after burn or as per the resulting degree of dysfunction and skin scar area after the end of medical treatment, whichever is severer.

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**Huatai Property & Casualty Insurance Co., Ltd.**  
**DOMESTIC/OVERSEAS TRAVEL INSURANCE**  
**MEDICAL EXPENSES RIDER**

**ARTICLE 1 CONCLUSION OF RIDER CLAUSES**

Clauses of this Insurance Rider (hereinafter cited as the “Rider Clauses”) shall be applied in conjunction with the Huatai Insurance Company of China Limited Overseas Travel Personal Accident Insurance (hereinafter cited as the “Main Insurance”).

**ARTICLE 2 POLICY BENEFITS**

2.1 During the insurance period of the Rider Clauses, where the Insured traveling domestic/overseas with the valid travel document encounters any injury accident or suffers any sudden disease and approaches the hospital for medical treatment within five days upon occurrence of such accident or disease, the Insurer shall be liable to pay, within the limit of relevant insured amount under the Rider Clauses, for the portion above the deductible subject to the following:

2.1.1 Where the insurance accident under the Rider Clauses takes place outside the territory of China, reasonable, normal and necessary medical expenses in compliance with the Rider Clauses and acceptable to the Insurer, including such expenses as for diagnosis, prescription, surgery, hospitalization, medicine (designated in the prescription of the doctor), X-ray check, medical articles, ambulance, etc, which have been actually incurred and paid by the Insured in the hospital of the country or region where the accident takes place within ninety (90) days upon occurrence of such accident.

2.1.2 The dental treatment expenses covered by the Rider Clauses are only limited to the reasonable expenses paid for emergent and necessary dental treatment, as per diagnosis of the professional physician and acceptable to the Insurer, to reduce the pain from a dental injury due to any accident, including clinic registration fee and cost of drugs in prescription used to kill pain;

2.1.3 Where the insurance accident under the Rider Clauses takes place outside the territory of China, the medical expenses incurred by the Insured in China will be subject to 20% of the insured amount specified in the insurance policy or certificate, within the following scope:

2.1.3.1 Within thirty days upon occurrence of any accident suffered by the Insured within the territory of China in compliance with the insurance accident of the Rider Clauses; or

2.1.3.2 Within thirty days after the Insured returns to China (not later than the ninety days as from the occurrence of the insurance accident under the Rider Clauses), provided it is necessary for the Insured to continue with the treatment after returning to China;

Reasonable, normal and necessary medical expenses in compliance with the provisions of the local administration for social medical insurance actually paid for medical treatment at Grade II or III or any medical organization accepted by the Insurer.

The Insurer will not be liable to pay for such expenses as drug, checkup, treatment and materials exceeding the scope of payment under the basic medical insurance at the place of medical treatment within the territory of China.

2.2 The deductible for each accident shall be subject to the deductible amount of the Rider as specified in the insurance policy or certificate and the Insurer shall not be liable to pay for any loss less than the deductible.

**ARTICLE 3 EXCLUSIONS**

**In case of any medical expenses incurred by the Insured directly or indirectly due to any one of the following circumstances, the Insurer shall not be liable for any payment:**

**3.1 Expenses for recovery treatment, physiotherapy, miscarriage prevention and delivery (including caesarean section, abortion and induced labor) of the Insured**

**3.2 Treatment expenses for any chronic disease, or disease suffered prior to the trip;**

**3.3 Medical expenses for treatment or prevention due to pestilence or pandemic;**

**3.4 Treatment expenses for intercentrum protrusion or malposition;**

**3.5 Expenses for contraception or operations related to sterilization;**

**3.6 Medical expenses due to drug allergy;**

**3.7 Medical expenses for treatment of tonsil, adenoid, hemia, female genital organ diseases or surgery for such diseases;**

**3.8 Incurable disease as diagnosed by the qualified physician prior to the trip;**

**3.9. Such expenses which should be borne by the Insured as nursing (companion) fee, heating, food, idle**



- time, and fitting of artificial eye, false teeth, artificial limb, articles for orthopedic, shaping and disabled, special nursing or private nursing;
- 3.10 Cosmetology, shaping, orthopaedy, unnecessary surgery, psychological consultation and corneal refractive surgery of the Insured;
- 3.11 Health care (including physical exam, health exam, recuperation, special nursing care or rest cure and other non-therapeutic behavior of the Insured and medical behavior without any objective syndrome to prove he/she is unhealthy and for the purpose of donating organs);
- 3.12 Behavior of the Insured for transplanting artificial organ, tooth wash, tooth cleaning, optometry, dental treatment or surgery and insertion, except for the general dental treatment or surgery due to any accident;
- 3.13 Treatment and recovery for congenital disease and symptom, hereditary disease, congenital malformation or defect of the Insured;
- 3.14 Disease and symptom, psychosis, schizophrenia, psychological disease and STD the Insured has suffered before the insurance is purchased;
- 3.15 Medical treatment or surgery the Insured insists to take overseas, though such medical treatment or survey can be reasonably postponed or undertaken when the Insured returns to China as advised by the doctor who is in charge of the Insured or authorized doctor of the assistance organization;
- 3.16 Any expense for local rescue organization or a third party to provide services which the Insured is not required to pay for, or any expense included in the travel expenses, before arrival at the hospital;
- 3.17 Any expenses for the assistance service used or selected by the Insured without obtaining the consent from the Insurer before arrival at the hospital;
- 3.18 Expenses without any original or medical certificate issued by the hospital in and outside China;
- 3.19 Expenses for any clinic or emergency treatment and hospitalized treatment undertaken by the Insured upon returning home for the initial medical treatment due to the insurance liability hereto, which has not been diagnosed by the professional physician in the original department place;
- 3.20 Expenses for any clinic or emergency treatment and hospitalized treatment undertaken by the Insured though the initial medical treatment due to the insurance liability covered by the Rider has been diagnosed by the professional physician abroad, but such follow-up treatment taken upon returning home is not directly associated with the accidental injury or disease incurred abroad, which is covered by the Rider;
- 3.21 Expenses of any clinic or emergency treatment and hospitalized treatment undertaken by the Insured upon returning to original departing place though the Insured has not suffered any accidental injury or disease covered by the Rider while traveling overseas;
- 3.22 Items specified in the exclusion clause of the Main Insurance.

#### **ARTICLE 4 MEDICAL DEPOSIT AND ASSISTANCE SERVICE**

In case of any insurance accident under the Rider Clauses, when the Insured or his/her traveling companion may immediately notify the assistance organization entrusted by the Insurer or its authorized agent (hereinafter cited as "Assistance Organization") to provide medical treatment service consultancy or arrange for hospitalization., as for the medical deposit for the guaranteed hospitalization, the Assistance Organization will guarantee, within the limit of the insured amount, for the medical expenses during hospitalization of the Insured, subject to the authorization of the Insurer.

#### **ARTICLE 5 INSURED AMOUNT AND PREMIUM**

The insured amount refers to the maximum amount for compensation or insurance money payment to be paid by the insurer. The insured amount is to be agreed upon by the Applicant and the Insured and shall be expressly indicated in the insurance policy. The Insured shall pay the insurance premium to the Insurer according to this Contract. The Insurer could stipulate the deductible with the Insured under the clause of this Contract.

Where the Insurer pays for the medical expenses under the insurance amount through the assistance institution, the expenses shall be paid directly to the assistance institution by the Insurer. The claim will not be accepted except it's from the assistance institution. Where the actual medical expenses exceed the insurance amount under this Rider clause, the extra expense will be settled directly between the Insured or his/her relatives and the assistance institution.

#### **ARTICLE 6 INSURANCE PERIOD**

The insurance period of the Rider Clauses shall be the same with the Main Insurance Contract.

#### **ARTICLE 7 APPLICATION FOR INSURANCE BENEFIT**

7.1 As the claim applicant, the Insured fills up the claim application and provides the following certification documents and materials to apply through the policy holder to the Insurer for the claim:

7.1.1 Original copy of the insurance policy or certificate;

7.1.2 Household registration or ID certificate of the Insured;

7.1.3 Medical diagnosis certificate, medical record and original bills of medical treatment and medicine and original dispatch note issued by the hospital, with attachment of such reports as pathological examination, consigned examination and other medical examination with medical instrument;

7.1.4 Certification document of accident acceptable to the Insurer;

7.1.5 If it's a business trip the Insured shall provide the Insurer with the certificate of this business trip by his/her employer.

7.1.6 Other certification and documents in connection with verification of the nature, reason and loss of the insurance accident.

7.2 The above documents and certification are the importance evidence for insurance claim. Where the Insurer fails to verify the truth of evidence and content thereof due to the failure of the claim applicant to provide such evidence timely, the Insurer shall not be liable to compensate for the portion that cannot be verified.

7.3 In case of any foreign currency involved in calculating the loss and paying the insurance benefit under the Rider Clauses, it shall be converted into and paid in RMB. The relevant exchange rate shall be subject to the foreign exchange rate published by Bank of China on the date when the insurance accident under the Rider Clauses happens.

7.4 Where such loss of the Insured can be compensated by other approaches or other insurance policies, the Insured should first request the opposite party for payment or compensation. According to the relevant evidence or benefit payment certificate issued by the relevant institution or insurance underwriting company, the Insurer may undertake the liability to compensate, within the limit of insured amount under the Rider Clauses, for the remaining portion other than the above compensation amount to the Insured.

7.5 When the amount of insurance indemnity is less than the amount actually paid for the hospitalized treatment expenses, the claim applicant may request in writing the Insurer for return of the original bills and the Insurer will return the original bills stamped with the seal and marked with the amount of insurance indemnity paid.

## ARTICLE 8 TERMINATION OF RIDER

When the Main Insurance Contract to which the Rider Clauses is attached is terminated, the Rider Clauses shall be immediately terminated. If the Main Insurance Contract is invalid, the Rider Clauses shall also be invalid.

## ARTICLE 9 DEFINITIONS

**9.1 Sudden disease** means any sudden disease suffered or symptom observed initially by the Insured travelling overseas within the validation of the Rider Clauses, but excluding any diseases suffered or any symptom observed prior to the validation of the Rider Clauses and any chronic disease.

**9.2 Hospital** means any medical institution acceptable to the Insurer, which is established and operates according to the national laws and complies with the following standards:

9.2.1 With the main operation purpose to attend and provide medical nursing and treatment for patients and injured persons in the form of hospitalization;

9.2.2 Provide patients with medical treatment under the guidance of one or more doctors, including at least one legally licensed qualified resident doctor for diagnostic service,

9.2.3 Maintain adequate proper equipments to provide patients with medical diagnosis and treatment and provide different kinds of surgery equipments in the institution or places under its management;

9.2.4 With legally licensed nurses to provide and guide the 24-hour full-time nursing services.

However hospitals referred to in the Rider Clauses shall not include the following institutions:

9.2.4.1 Asylum for lunatic;

9.2.4.2 Nursing home for elders, sanatorium, detoxification center and temperance center;

9.2.4.3 Health center or natural treatment center, recuperation or recovery center.

**9.3 Congenital disease** means any disease (symptom or physical sign) the Insured had upon birth. Such diseases are caused by changes in human genetic substance (including the chromosome and gene therein) harmful to human body, or abnormal development of partial cells of fetus due to the effect of physical, chemical and biological factors in internal and external environment to the mother in pregnancy results in any abnormal structure or function of relevant organ of the infant upon birth.

**9.4 Original Departing Place** means that if the Insured travels within the territory of China(excluding Hong Kong, Macau and Taiwan), then the original departing place is the residence of the Insured within the territory of



China; If the Insured travels overseas( including Hong Kong, Macau and Taiwan), then the Original Departing Place means within the territory of China.

Any term not interpreted in the Rider Clauses shall be subject to the interpretation of the term in the Main Insurance Contract to which the Rider Clauses is attached.

#### **ARTICLE 10 APPLICATION OF OTHER CLAUSES**

Where the Rider Clauses conflicts with the terms of the Main Insurance, the Rider Clauses shall prevail; where it is specified in the Rider Clauses, the terms of the Main Insurance shall prevail.

## **Huatai property & casualty insurance co., ltd. DOMESTIC/OVERSEAS TRAVEL INSURANCE MEDICAL EVACUATION & REPATRIATION RIDER**

#### **ARTICLE 1 CONCLUSION OF RIDER CLAUSES**

Clauses of this Insurance Rider (hereinafter cited as the “Rider Clauses”) shall be applied in conjunction with the Huatai Insurance Company of China Limited Overseas Travel Personal Accident Insurance (hereinafter cited as the “Main Insurance”).

#### **ARTICLE 2 POLICY BENEFITS**

During the insurance period of the Rider Clauses, when the Insured travelling domestic/overseas with the valid travel document is seriously injured (see 10.1) in an accident or suffers from sudden disease (see 10.2) and needs the following assistance services upon confirmation by the assistance organization or its authorized agent (hereinafter cited as “Assistance Organization”) entrusted by the Insurer, the following assistance services shall be provided to the Insured and the Insurer will undertake the expenses thereof within the insured amount and scope of the Rider Clauses:

##### **2.1 Emergency Medical Evacuation**

2.1.1 The Insured will be evacuated to a local hospital with proper conditions of medical nursing which is the closest to the place of insurance accident under the Rider Clauses;

2.1.2 When the authorized doctor of the assistance organization has in the first place deemed the medical conditions of the local hospital at the place of insurance accident under the Rider Clauses cannot ensure the Insured will receive proper medical assistance timely, the Insured will be transferred to another local hospital or a hospital in the neighboring country, with proper conditions of medical treatment. Upon completion of such medical evacuation, the insurance liabilities hereto shall be terminated.

2.1.3 During the evacuation, in case of need for the sickness, the assistance organization will assign its medical staff to escort the Insured.

2.1.4 The means for the emergency medical evacuation of the Insured shall be subject to the most suitable means available at the place of insurance accident. In case of transferring by air, a normal flight will be taken. The insured may be evacuated by air charter or medical emergency plane as deemed necessary by the assistance organization and accepted by the Insurer.

##### **2.2 Emergency Medical Repatriation**

2.2.1 If the authorized doctor of the assistance organization deems the injury or sickness of the Insured as stable, the assistance organization will arrange the Insured to take a normal flight for returning to original departing place. If the authorized doctor of the assistance organization deems it necessary, medical escort may be provided in the process of transferring the Insured to original departing place.

2.2.2 If the injury or sickness of the Insured allows as deemed by the authorized doctor of the assistance organization, the assistance organization will arrange the Insured to return to airport of original departing place according to the appointment of the Insured. Where the place is not appointed or cannot be appointed, the Insured will be sent to the airport closest to the place where the Insured resides normally within the territory of China. If the authorized doctor of the assistance organization deems it necessary for the Insured to be hospitalized for medical treatment upon arrival in original departing place , the Insured will be sent to any hospital designated by

the Insured in the place where the above airport is located. Where the Insured fails to or cannot define any hospital, the Insured will be sent to the hospital with proper conditions of medical treatment and nursing in the place where he/she resides normally within the territory of China and the responsibility for medical repatriation is thus terminated.

2.2.3 If the authorized doctor of the assistance organization deems the health status of health of the Insured fit for him or her to return to Original departing place by a normal flight, the Insured shall use the original return ticket or electronic ticket voucher purchased initially for the trip. If the original return ticket or electronic ticket voucher purchase by the Insured has expired during the assistance, the assistance organization will pay for the return ticket of the Insured, but the Insured is required to hand over the original return ticket or electronic ticket voucher to the assistance organization or provide the assistance organization with the certificate for earlier purchasing such return ticket. If the Insured has no original return ticket or electronic ticket voucher or fails to provide any certificate, the Insured will bear the cost for the one-way ticket from where he or she is to Original departing place.

2.3 According to the physical status of the Insured and requirement for medical treatment, the assistance organization has the right to decide on the means and destination for evacuation or repatriation, including the deployment of professional doctor, nurse and necessary transport means. The insurance liabilities of the Insurer are only subject to the expenses of the above medical evacuation and repatriation, including the cost of transportation, medical nursing in transportation and medical equipment and articles arranged by the assistance organization.

### 2.3 Optional Benefit: Body Remains Repatriation

During the insurance period of the Rider Clauses, when the Insured travelling domestic/overseas with the valid travel document is seriously injured in an accident or suffers from sudden disease and dies afterwards because of this direct and sole reason, the assistance organization or its authorized agent (hereinafter cited as “Assistance Organization”) entrusted by the Insurer, following the wills of the Insured or the wishes of its relatives, will arrange the body remains preserved or cremated in the place where the insured accident occurs ( the death place of the Insured, hereinafter cited as “Accident Place” ) in the framework of the local laws and regulations requirements, and repatriate the body remains or bone ashes of the Insured to the original departing place. The Insurer will undertake the expenses thereof within the insured amount and scope of the Rider Clauses:

2.4.1 If the body remains of the Insured is to be repatriated to the original departing place, the Assistance Organization will undertake to repatriate the body remains from the Accident Place to the nearest airport to the original departing place, and cost borne by the coffin will be based on the local standard in the Accident Place

2.4.2 If cremation is chosen, the Assistance Organization will arrange cremation of the body remains of the Insured and return the bone ashes to the original departing place of the Insured (the transportation cost will be based on normal flight standard), cost borne by the cremation will be based on the local standard in the Accident Place.

2.4.3 If the local burial of body remains is chosen, the Assistance Organization will arrange the burial of body remains in place, cost borne by the burial will be based on the local standard in the Accident Place.

2.4.4 Unless specified otherwise in this Rider Clause, if the wills of the Insured or the wishes of the relatives can not be determined in time, or if the wills of the Insured is against the local law or regulation and the wishes of the relatives can not be determined in time, the Assistance Organization will undertake, in the framework of the local law and regulation requirement, to arrange the cremation of the body remains of the Insured in the first place, and return the body ashes to the original departing place of the Insured (the transportation cost will be based on normal flight standard) ,cost borne by the cremation will be based on the local standard in the Accident Place.

2.4.5 If the wills of the Insured or the wishes of the relatives is against the local law and regulations, the Rider clause will terminate when the Assistance Organization is informed of the wishes of the relatives and the insurance liability will terminate simultaneously. The Insurer will return the Applicant the unexpired premium.

2.5 The expenses required for the above assistance services (except for those to be borne by the Insured) will be paid directly to the assistance organization upon verification and confirmation by the Insurer, with the maximum amount of such expenses subject to the insured amount specified in the insurance policy or certificate. Where the actual expense exceeds the insured amount of the Rider, such additional amount will be settled by the Insured or his/her relative with the assistance organization.

2.6 **Any expense incurred without approval and arrangement by the assistance organization shall not be paid by the Insurer.** Where, in case of any emergency medical treatment, the policy holder, the Insured and traveling companion fails to notify the assistance organization for certain reasons, the Insurer will have the right to compensate for the relevant expenses actually paid by the Insured according to the insurance scheme selected by the policy holder and the standard of reasonable expenses required for the assistance organization to provide or arrange such services under the same circumstance.

### **ARTICLE 3 EXCLUSIONS**

In case of any medical evacuation and repatriation required by the Insured directly or indirectly due to any one of the following circumstances, the Insurer shall not be liable for any payment:

- 3.1 Recovery treatment, physiotherapy, miscarriage prevention and delivery (including caesarean section, abortion and induced labor) of the Insured;**
- 3.2 Cosmetology, shaping, orthopaedy, unnecessary surgery, psychological consultation and corneal refractive surgery of the Insured;**
- 3.3 Health care (including physical exam, health exam, recuperation, special nursing care or rest cure and other non-therapeutic behavior of the Insured and medical behavior without any objective syndrome to prove he/she is unhealthy and for the purpose of donating organs;**
- 3.4 Behavior of the Insured for transplanting artificial organ, tooth wash, tooth cleaning, optometry, dental treatment or surgery and insertion, except for the general dental treatment or surgery due to any accident;**
- 3.5 Treatment and recovery for congenital disease and symptom, hereditary disease, congenital malformation or defect of the Insured;**
- 3.6 Disease and symptom, psychosis, schizophrenia, psychological disease and STD the Insured has suffered before the insurance is purchased;**
- 3.7 The Insured insists on medical evacuation or repatriation, which is not necessary in opinion of the doctor who is in charge of the Insured or the authorized doctor of the assistance organization;**
- 3.8 Any expense for a third party to provide services which the Insured is not required to pay for, or any expense included in the travel expenses;**
- 3.9 Any expenses for the evacuation and repatriation that is not approved and arranged by the assistance organization;**
- 3.10 Assistance directly or indirectly due to pestilence or pandemic;**
- 3.11 Items specified in the exclusion clause of the Main Insurance.**
- 3.12 The Insured shall strictly abide by the assistance procedure determined by the Insurer and the assistance organization; otherwise the Insurer may not undertake any insurance liability hereto and may immediately stop all the assistance services, without paying for any expenses arising from failure to abide the advice from the assistance organization and to obtain the consent from the assistance organization. If the Insured rejects the assistance procedure proposed by the assistance organization, the Insurer shall not be liable for any consequence thereof.**

### **ARTICLE 4 INSURED AMOUNT AND PREMIUM**

The insured amount refers to the maximum amount for compensation or insurance money payment to be paid by the insurer. The insured amount is to be agreed upon by the Applicant and the Insured and shall be expressly indicated in the insurance policy. The Insured shall pay the insurance premium to the Insurer according to this Contract. The Insurer could stipulate the deductible with the Insured under the clause of this Contract.

### **ARTICLE 5 INSURANCE PERIOD**

The insurance period of the Rider Clauses shall be the same with the Main Insurance Contract.

### **ARTICLE 6 DUTY OF THE INSURED**

- 6.1 Within the insurance period of the Rider Clauses, in case of need for emergency medical evacuation and repatriation due to any insurance accident to the Insured within the scope of insurance liabilities, the Insured should immediately dial the assistance telephone designated to contact with the assistance organization.**
- 6.2 If the assistance organization has agreed to pay and has paid any expenses for the Insured, which is not covered by the Rider, the assistance organization shall settle with the Insured and his/her relative.**

### **ARTICLE 7 APPLICATION FOR INSURANCE BENEFIT**

**The insurance hereto is the emergency assistance insurance. In the event that the Insured suffers from any insurance accident in compliance with the provisions hereto, the Insured shall notify timely the assistance organization according to the provision of Clause 6 hereto and the Insurer will provide, through the assistance organization, and undertake the relevant expenses of services specified hereto and shall not accept any claim rather than through the assistance organization.**

### **ARTICLE 8 TERMINATION OF RIDER**

When the Main Insurance Contract to which the Rider Clauses is attached is terminated, the Rider Clauses shall be

immediately terminated. If the Main Insurance Contract is invalid, the Rider Clauses shall also be invalid.

#### ARTICLE 9 OTHER MATTERS

**9.1 In case of any failure or delay to fulfill the liability of emergency assistance directly or indirectly due to any reason out of the control of the Insurer and the assistance organization, the Insurer shall not be liable. Reasons out of the control of the Insurer include (but not limited to) natural disaster, strike, condition of flight, war, act of the local government or international organization at the pace of insurance accident or evacuation and other force majeure.**

**9.2 According to the advice from the authorized doctor of the assistance organization, the Insurer will arrange for the emergency assistance and has the right to reject any request unfavorable for the health status and safety of the Insured. Where the Insurer or the assistance organization deems any relevant expense unreasonable, the Insurer has the right to control such expenses within a reasonable and normal limit in compliance with the international practice.**

9.3 All assistance and services provide to the Insured shall be subject to the relevant international conventions and the laws of the relevant country and region.

#### ARTICLE 10 DEFINITIONS

**10.1 Severe injury** means any injury of the Insured, which may endangers the life of the Insured and is not fit for continuing with the scheduled trip as diagnosed and proven by the doctor.

**10.2 Sudden serious disease** means any sudden disease suffered or symptom observed initially by the Insured travelling overseas within the validation of the Rider Clauses, which has been diagnosed and certified by the doctor as may endanger the life of the Insured and may not be fit for the Insured to continue with the scheduled trip, but excluding any diseases suffered or any symptom observed prior to the validation of the Rider Clauses and any chronic disease.

**10.3 Original Departing Place** means that if the Insured travels within the territory of China(excluding Hong Kong, Macau and Taiwan), then the original departing place is the residence of the Insured within the territory of China; If the Insured travels overseas( including Hong Kong, Macau and Taiwan), then the Original Departing Place means within the territory of China.

**10.4 Congenital disease** means any disease (symptom or physical sign) the Insured had upon birth. Such diseases are caused by changes in human genetic substance (including the chromosome and gene therein) harmful to human body, or abnormal development of partial cells of fetus due to the effect of physical, chemical and biological factors in internal and external environment to the mother in pregnancy results in any abnormal structure or function of relevant organ of the infant upon birth.

Any term not interpreted in the Rider Clauses shall be subject to the interpretation of the term in the Main Insurance Contract to which the Rider Clauses is attached.

#### ARTICLE 11 APPLICATION OF OTHER CLAUSES

Where the Rider Clauses conflicts with the terms of the Main Insurance, the Rider Clauses shall prevail; where it is specified in the Rider Clauses, the terms of the Main Insurance shall prevail.

**Huatai property & casualty insurance co., ltd.  
DOMESTIC/OVERSEAS TRAVEL INSURANCE  
LOSS OF PERSONAL MONEY RIDER**

**ARTICLE 1 CONCLUSION OF RIDER CLAUSES**

Clauses of this Insurance Rider (hereinafter cited as the “Rider Clauses”) shall be applied in conjunction with the Huatai Insurance Company of China Limited Overseas Travel Personal Accident Insurance (hereinafter cited as the “Main Insurance”).

**ARTICLE 2 POLICY BENEFITS**

During the insurance period of the Rider Clauses, while the Insured travels domestic/overseas with valid travel document, the Insurer shall undertake the following insurance liabilities:

2.1 In case of any loss to the personal money (see 10.1), deposited by the Insured in the locked safety provided by the hotel where the insured is staying, due to theft, after the Insured obtains the written certification of loss from the administration of the hotel, the Insurer shall be liable to reimburse for such actual financial loss suffered by the Insured according to the clause of the Rider Clauses.

2.2 Where the Insured has his/her personal money stolen or robbed and reports the case to the local police or other relevant department at the place of such insurance accident, from which the certificate of loss and loss report of personal money is obtained, within twenty-four hours upon occurrence of the insurance accident under the Rider Clauses as the Insured knows or should know, the Insurer shall be liable to reimburse for such actual financial loss suffered by the Insured according to the clause of the Rider Clauses.

**ARTICLE 3 EXCLUSIONS**

**In case of any one of the following circumstances that directly or indirectly cause the loss of the personal money of the Insured, the Insurer will not pay:**

- 3.1 Loss arising from the intentional behavior or omissions of the Insured;**
- 3.2 Any loss of the Insured due to any change of exchanges, or depreciations in value;**
- 3.3 Any loss to credit cards, charge cards or traveler checks;**
- 3.4 The Insured fails to positively investigate or search for the stolen personal cash;**
- 3.5 Any loss that can be compensated from the hotel, other approaches or other insurance policies;**
- 3.6 The Insured has left his/her personal money unsupervised in the public area or fails to fulfill his/her obligation to take care of it.**
- 3.7 Money which were not on your person or locked in a safety deposit box at the time they were lost;**
- 3.8 Loss by any mysterious disappearance;**
- 3.9 Any loss occurring in original departing place (see 10.2);**
- 3.10 Items specified in the exclusion clause of the Main Insurance.**

**ARTICLE 4 INSURED AMOUNT AND PREMIUM**

The insured amount refers to the maximum amount for compensation or insurance money payment to be paid by the insurer. The insured amount is to be agreed upon by the Applicant and the Insured and shall be expressly indicated in the insurance policy. The Insured shall pay the insurance premium to the Insurer according to this Contract. The Insurer could stipulate the deductible with the Insured under the clause of this Contract.

**ARTICLE 5 INSURANCE PERIOD**

The insurance period of the Rider Clauses shall be the same with the Main Insurance Contract.

**ARTICLE 6 DUTIES OF THE INSURED**

- 6.1 The Insured should take proper care of his/her money.**
- 6.2 If the money underwritten under the Rider Clauses is lost, the Insured shall take immediate action to search.**
- 6.3 The Insured should report to the local police or other relevant department and obtain the certification document of insurance accident there from within twenty-four hours upon occurrence of insurance accident under the Rider Clauses, which the Insured knows or should know.**
- 6.4 If the Insured has his/her personal money lost in the hotel, the Insured shall provide the certificate of**



insurance accident from the opposite party.

#### ARTICLE 7 APPLICATIONS FOR INSURANCE BENEFIT

7.1 As the claim applicant, the Insured fills up the claim application and provides the following certification documents and materials to apply through the policy holder to the Insurer for the claim:

7.1.1 Original copy of the insurance policy or certificate;

7.1.2 Household registration or ID certificate of the Insured;

7.1.3 Original copy of the report submitted by the Insured to the local police or other relevant departments and the certification document of insurance accident there from and the list of losses;

7.1.4 If the Insured has lost his/her personal money in a hotel, the original copy of insurance accident certificate issued by the hotel, including the date and course of the insurance accident;

7.1.5 If it's a business trip the Insured shall provide the Insurer with the certificate of this business trip by his/her employer.

7.1.6 Other certification and documents in connection with verification of the nature, reason and loss of the insurance accident.

**7.2 The above documents and certifications are the importance evidence for insurance claim. Where the Insurer fails to verify the truth of evidence and content thereof due to the failure of the claim applicant to provide such evidence timely, the Insurer shall not be liable to pay for the portion that cannot be verified.**

7.3 In case of any foreign currency involved in calculating the loss and paying the benefit payable under the Rider Clauses, it shall be converted into and paid in RMB. The relevant exchange rate shall be subject to the foreign exchange rate published by Bank of China on the date when the insurance accident under the Rider Clauses happens.

**7.4 Where such loss of the Insured can be compensated by other approaches or other insurance policies, the Insured should first request the opposite party for payment or compensation. According to the relevant evidence or benefit payment certificate issued by the relevant institution or insurance underwriting company, the Insurer may undertake the liability to compensate, within the limit of insured amount under the Rider Clauses, for the remaining portion other than the above compensation amount to the Insured. Where the lost, stolen or robbed money is discovered or recovered, the Insured shall immediately notify the Insurer and return to the Insurer the insurance already collected.**

#### ARTICLE 8 SUBROGATION

The loss under the rider clause shall be paid by the related responsible party. The Insurer shall be entitled to the right of subrogation with the limit of the compensation amount. When the Insurer exercises the right of subrogation against the relevant responsible parties, the Insured shall assist positively and provide the necessary documents and relevant information.

Where the Insured has been paid by the related responsible party, Insurer may deduct the insurance indemnity accordingly.

**Where the Insured waives the right to claim before the Insurer compensates upon the occurrence of the accident, the Insurer shall not be liable to compensate.** Where the Insured waives the right to claim against the third party without obtaining any consent from the Insurer after the Insurer compensates the Insured, such act shall not be effective. Where the Insurer fails to exercise the right of subrogation due to the fault of the Insured, the Insurer may deduct the insurance indemnity accordingly or ask the Insured to refund the insurance amount.

#### ARTICLE 9 TERMINATION OF RIDER

When the Main Insurance Contract to which the Rider Clauses is attached is terminated, the Rider Clauses shall be immediately terminated. If the Main Insurance Contract is invalid, the Rider Clauses shall also be invalid.

#### ARTICLE 10 DEFINITIONS

**Personal money** means the cash the Insured has personally upon occurrence of any insurance accident, excluding however the money of the policy holder or others is kept temporarily by the Insured and the cash, traveler's check or bank draft the Insured will use for business purpose.

**Original Departing Place** means that if the Insured travels within the territory of China(excluding Hong Kong, Macau and Taiwan), then the original departing place is the residence of the Insured within the territory of China; If the Insured travels overseas( including Hong Kong, Macau and Taiwan), then the Original Departing Place means within the territory of China.

Any term not interpreted in the Rider Clauses shall be subject to the interpretation of the term in the Main

Insurance Contract to which the Rider Clauses is attached.

#### **ARTICLE 11 APPLICATION OF OTHER CLAUSES**

Where the Rider Clauses conflicts with the terms of the Main Insurance, the Rider Clauses shall prevail; where it is specified in the Rider Clauses, the terms of the Main Insurance shall prevail.

### **Huatai property & casualty insurance co., ltd. DOMESTIC/OVERSEAS TRAVEL INSURANCE PERSONAL BAGGAGE RIDER**

#### **ARTICLE 1 CONCLUSION OF RIDER CLAUSES**

Clauses of this Insurance Rider (hereinafter cited as the “Rider Clauses”) shall be applied in conjunction with the Huatai Insurance Company of China Limited Overseas Travel Personal Accident Insurance (hereinafter cited as the “Main Insurance”).

#### **ARTICLE 2 POLICY BENEFITS**

During the insurance period of the Rider Clauses, in case of loss of or damage to any baggage, personal effects therein and carried-on items legally owned by the Insured traveling domestic/overseas with the valid certificate due to theft and robbery by any third parties. Within twenty-four hours upon occurrence of insurance accident under the Rider Clauses that is or should be known, the insured should report the case to the local customs, police or other relevant department from which to collect the certificate of insurance accident. Within the limit of the relevant insured amount, the Insurer will pay for the relevant repairs or actual value.

As for any loss of the personal baggage, items and carried-on items of the Insured, the Insurer has the right to pay in the following way:

2.1 In currency: according to the actual loss of the damaged object and terms of the Rider Clauses, compensation will be made by paying the insurance benefit.

2.2 In kind: the Insurer substitutes the insured object in kind.

2.3 By repairing: the Insurer repairs or entrusts others to repair the damaged object under insurance.

As any extra expense arising from any modification, performance increase or improvement of the damaged insured object by the Insured in the process of substitution or repair, the Insurer shall not be liable to pay.

Where the lost or damaged personal baggage or carried-on items of the Insured were purchased one year ago, the Insurer may pay for or repair appropriately at discretion according to the extent of wear and tear and depreciation.

#### **ARTICLE 3 EXCLUSIONS**

**3.1 In case of any one of the following circumstances that directly or indirectly cause the loss of or damage to the personal and carried-on items of the Insured, the Insurer shall not be liable for any compensations:**

**3.1.1 Intentional behavior of the Insured which causes any insurance accident shown in the rider or the behavior to conceal and cheat and behavior of violating the local laws where the accident takes place;**

**3.1.2 Action of the customs or other governmental authorities, such as confiscation, detaining, separating, quarantine, levying or destroying;**

**3.1.3 Wear and tear, depreciation, moulding, vermin, decomposition, corrosion, gradual deterioration, sunlight, heating, drying, dyeing and replacement of the baggage and items of the Insured or any damage in the process of repairing, washing or renovating intended by the Insured or due to atmospheric change or any loss and damage due to scratching, denting, mechanical or electric damage, improper use, technical or design defect and use of defective materials;**

**3.1.4 Any loss due to any defect, improper packaging, improper management, unsupervision and improper use of the baggage of the Insured and any loss due to any provocation of the Insured;**

**3.1.5 Loss arising from scratching, tearing or besmirching.**

**3.1.6 Loss of goods stolen by business partner, relative or traveling companion of the Insured;**

**3.1.7 The Insured has left his/her baggage unsupervised in the public area or fails to fulfill his/her**

obligation to take care of it.

**3.1.8 Items specified in the exclusion clause of the Main Insurance.**

**3.2 The Insurer shall not be liable to pay for any loss of the following properties:**

**3.2.1 Gold, silver, jewelry, embedded or not embedded precious or semi-precious stone.**

**3.2.2 Laptop, electronic notepad and handset phone (all of them including accessories).**

**3.2.3 Glass products, porcelain, ceramics and other fragile articles, furniture, antiques, art works.**

**3.2.4 Audio and video products, computer software, seals and documents;**

**3.2.5 Damage of frangible goods or spectacles;**

**3.2.6 Inflammable, explosive and dangerous goods;**

**3.2.7 Daily consumables, animal, plant and food;**

**3.2.8 Articles, samples and mails for business activities;**

**3.2.9 Cash (including notes), traveler's cheque, cheque, bond or securities, instrument, post stamps, revenue stamp, interest coupon, title deed, stock and other valuable securities, token card (including credit card) and other payment instruments, travel document;**

**3.2.10 Loss of data recorded in tape, memory card, CD, DVD, software, memory stick or other similar devices;**

**3.2.11 Loss or damage of registered baggage or souvenirs or items mailed or shipped separately;**

**3.2.12 Mysterious disappearance of baggage or items;**

**3.2.13 All kinds of bikes, automobiles (and accessories), motor bikes, boat, engines or other transportation means;**

**3.2.14 Leased equipment;**

**3.2.15 Theft, loss or damage to valuables, which are not kept on the Insured, unless they are locked in Insured's accommodation or placed in a safe or safety deposit box and there is evidence of forcible, violent entry;**

**3.2.16 Loss, theft or damage to personal baggage or valuables left behind by the Insured in any hotel or motel room after you have checked out or items left behind in any aircraft, ship, train, taxi or bus;**

**3.2.17 Thefts in accommodation without forcible breaking and entering;**

**3.2.18 Smuggling, illegal transportation or trading;**

**3.2.19 Items that can operate normally or restore normally after repair by the carrier, hotel or any other responsible party;**

**3.2.20 The Insured fails to report to the local customs, police or other relevant department from which to collect the certificate of insurance accident, within twenty-four hours upon occurrence of insurance accident under the Rider Clauses, which the Insured knows or should know,.**

**3.2.21 Any loss that can be paid for from the public transport carrier, travel agency, hotel or other insurance policies;**

**3.2.22 Loss due to devaluation;**

**3.2.23 Baggage and items being lost, stolen or damaged in Original departing place.**

**3.2.24 Baggage being delayed during return trip to Original departing place**

**3.2.25 Other exclusions as specified in the terms of the Main Insurance.**

**ARTICLE 4 INSURANCE AMOUNT AND PREMIUM**

The insured amount refers to the maximum amount for compensation or insurance money payment to be paid by the insurer. The insured amount is to be agreed upon by the Applicant and the Insured and shall be expressly indicated in the insurance policy. The Insured shall pay the insurance premium to the Insurer according to this Contract. The Insurer could stipulate the deductible with the Insured under the clause of this Contract.

**ARTICLE 5 INSURANCE PERIOD**

The insurance period of the Rider Clauses shall be the same with the Main Insurance Contract.

**ARTICLE 6 OBLIGATIONS OF THE INSURED**

**6.1 The Insured should take proper care of his or her baggage.**

**6.2 In the event that the baggage and carried-on items covered by the Rider Clauses are lost or damaged, the Insured shall take immediate action to search, protect or save such baggage or items.**

**6.3 The Insured should report to the local customs, police or other relevant department from which to collect the certificate of insurance accident, within twenty-four hours upon occurrence of insurance accident under the Rider Clauses, which the Insured knows or should know.**



**6.4 If the Insured has his/her baggage and items lost or damaged on or in public transport means, hotel or travel agency, the Insured shall provide the certificate of insurance accident from the opposite party.**

#### **ARTICLE 7 APPLICATION FOR INSURANCE BENEFIT**

7.1 As the claim applicant, the Insured fills up the claim application and provides the following certification documents and materials to apply through the policy holder to the Insurer for the claim:

7.1.1 Original copy of the insurance policy or certificate;

7.1.2 List of lost baggage and carried-on items of the Insured and original invoices thereof;

7.1.3 Household registration or ID certificate of the Insured;

7.1.4 Original copy of the report submitted by the Insured to the local customs, police or other relevant department at the place of insurance accident and the certificate of insurance accident issued there from;

7.1.5 If the Insured has lost his/her personal baggage and carried-on items in a hotel, on public transport means or on the transport means arranged by the travel agency, the original copy of insurance accident certificate issued by the hotel, public transport carrier or travel agency, including the date and course of the insurance accident;

7.1.6 Original invoice of repair or rehabilitation.

7.1.7 If it's a business trip the Insured shall provide the Insurer with the certificate of this business trip by his/her employer.

7.1.8 Other certification and documents in connection with verification of the nature, reason and loss of the insurance accident.

**7.2 The above documents and certification are the importance evidence for insurance claim. Where the Insurer fails to verify the truth of evidence and content thereof due to the failure of the claim applicant to provide such evidence timely, the Insurer shall not be liable to pay for the portion that cannot be verified.**

7.3 In case of any foreign currency involved in calculating the loss and paying the insurance benefit under the Rider Clauses, it shall be converted into and paid in RMB. The relevant exchange rate shall be subject to the foreign exchange rate published by Bank of China on the date when the insurance accident under the Rider Clauses happens.

**7.4 Where such loss of the Insured can be paid by the public transport carrier, hotel, travel agency, other approaches or other insurance polices, the Insured should first request the opposite party for payment or compensation. According to the relevant evidence or benefit payment certificate issued by the relevant institution or insurance underwriting company, the Insurer may undertake the liability to pay, within the limit of insured amount under the Rider Clauses, for the remaining portion other than the above compensation amount to the Insured. Where the lost, stolen or robbed articles are discovered or recovered, the Insured shall immediately notify the Insurer and return to the Insurer the insurance already collected.**

#### **ARTICLE 8 SUBROGATION**

The loss under the rider clause shall be paid by the related responsible party. The Insurer shall be entitled to the right of subrogation with the limit of the compensation amount. When the Insurer exercises the right of subrogation against the relevant responsible parties, the Insured shall assist positively and provide the necessary documents and relevant information.

Where the Insured has been paid by the related responsible party, Insurer may deduct the insurance indemnity accordingly.

**Where the Insured waives the right to claim before the Insurer compensates upon the occurrence of the accident, the Insurer shall not be liable to compensate.** Where the Insured waives the right to claim against the third party without obtaining any consent from the Insurer after the Insurer compensates the Insured, such act shall not be effective. Where the Insurer fails to exercise the right of subrogation due to the fault of the Insured, the Insurer may deduct the insurance indemnity accordingly or ask the Insured to refund the insurance amount.

#### **ARTICLE 9 TERMINATION OF RIDER**

When the Main Insurance Contract to which the Rider Clauses is attached is terminated, the Rider Clauses shall be immediately terminated. If the Main Insurance Contract is invalid, the Rider Clauses shall also be invalid.

#### **ARTICLE 10 DEFINITIONS**

**Baggage** means Necessary articles and other personal properties in a reasonable quantity a passenger carries to wear and use or for convenience during travel.

**Original Departing Place** means that if the Insured travels within the territory of China(excluding Hong Kong, Macau and Taiwan), then the original departing place is the residence of the Insured within the territory of China; If the Insured travels overseas( including Hong Kong, Macau and Taiwan), then the Original Departing Place

means within the territory of China.

Any term not interpreted in the Rider Clauses shall be subject to the interpretation of the term in the Main Insurance Contract to which the Rider Clauses is attached.

#### **ARTICLE 11 APPLICATION OF OTHER CLAUSES**

Where the Rider Clauses conflicts with the terms of the Main Insurance, the Rider Clauses shall prevail; where it is specified in the Rider Clauses, the terms of the Main Insurance shall prevail.

## **Huatai property & casualty insurance co., ltd. DOMESTIC/OVERSEAS TRAVEL INSURANCE LOST OF TRAVEL DOCUMENTS RIDER**

#### **ARTICLE 1 CONCLUSION OF RIDER CLAUSES**

Clauses of this Insurance Rider (hereinafter cited as the “Rider Clauses”) shall be applied in conjunction with the Huatai Insurance Company of China Limited Overseas Travel Personal Accident Insurance (hereinafter cited as the “Main Insurance”).

#### **ARTICLE 2 POLICY BENEFITS**

During the insurance period of the Rider Clauses, in case of the following losses to the Insured traveling domestic/overseas with the valid travel document due to the travel documents are lost, stolen and robbed, the Insurer shall be liable to pay, within the limit of relevant insured amount, for the actual expenditure that is reasonable and necessary:

- 2.1 Expenditures necessary for replacement of such travel document;
- 2.2 Accommodation expenditures (limited to the hotel standard room) and extra expenditures for public transport means arising from overseas overstay of the Insured due to the loss of the above documents.

#### **ARTICLE 3 EXCLUSIONS**

**In case of any of the following circumstances that directly or indirectly cause the replacement of travel documents or any losses to the Insured, the Insurer shall not be liable for any payment:**

- 3.1 Intentional behavior of the Insured which causes any insurance accident under the Rider Clauses or behavior of concealing and cheating and behavior of violating the local laws where the accident takes place;**
- 3.2 Action of the customs or other governmental authority such as forfeiting, detaining, separating, quarantine, levying or destroying;**
- 3.3 The Insured fails to report to and obtain the certificate of insurance accident from the local customs, police or the embassy or consulate of the People’s Republic of China or other agencies authorized by Ministry of Foreign Affairs or relevant governmental agencies at the place of insurance accident within twenty four hours upon observing the insurance accident of the Rider Clauses;**
- 3.4 Any financial loss resulting from the use of traveler cheques;**
- 3.5 The Insured fails to provide the original receipts for the replacement costs and travel and accommodation expenses;**
- 3.6 The Insured fails to investigate or search for the missing or lost items;**
- 3.7 Any loss occurring within the territory of China;**
- 3.8 Loss of travel document in the circumstance that they are unattended in the public area or the Insured fails to fulfill the obligation to take care and loss by any mysterious disappearance;**
- 3.9 Expenses for replacement of any travel document unnecessary for the trip;**
- 3.10 Any fine or overdue;**
- 3.11 The travel document of the Insured is defective or expired;**
- 3.12 Other items specified in the exclusion clause of the Main Insurance.**

#### ARTICLE 4 INSURED AMOUNT AND PREMIUM

The insured amount refers to the maximum amount for compensation or insurance money payment to be paid by the insurer. The insured amount is to be agreed upon by the Applicant and the Insured and shall be expressly indicated in the insurance policy. The Insured shall pay the insurance premium to the Insurer according to this Contract. The Insurer could stipulate the deductible with the Insured under the clause of this Contract.

#### ARTICLE 5 INSURANCE PERIOD

The insurance period of the Rider Clauses shall be the same with the Main Insurance Contract.

#### ARTICLE 6 OBLIGATIONS OF THE INSURED

**6.1 The Insured should take proper care of the travel documents.**

**6.2 Upon the occurrence of lost the Insured must take effective measures to search.**

**6.3 The Insured should report to and obtain the certificate of insurance accident from The police station, the embassy or consulate of the People's Republic of China or other agencies authorized by Ministry of Foreign Affairs or relevant governmental agencies at the place of accident within twenty four hours upon observing the insurance accident of the Rider Clauses within twenty four hours as from the day when the Insured knows or should know the occurrence of insurance accident under the Rider Clauses;**

#### ARTICLE 7 APPLICATION FOR INSURANCE BENEFIT

7.1 As the claim applicant, the Insured fills up the claim application and provides the following certification documents and materials to apply through the policy holder to the Insurer for the claim:

7.1.1 Original copy of the insurance policy or certificate;

7.1.2 Household registration or ID certificate of the Insured;

7.1.3 Original copy of the report submitted by the Insured to and the certificate of insurance accident from the embassy or consulate of the People's Republic of China or other agencies authorized by Ministry of Foreign Affairs or relevant governmental agencies at the place of insurance accident under the Rider Clauses;

7.1.4 List of all the expenditures for replacement of travel documents and original invoice or receipt;

7.1.5 List of the accommodation expenditures and extra expenditures for public transport means arising from overstay of the Insured overseas and original invoice or receipt thereof;

7.1.6 If it's a business trip the Insured shall provide the Insurer with the certificate of this business trip by his/her employer.

7.1.7 Other certification and documents in connection with verification of the nature, reason and loss of the insurance accident.

**7.2 The above documents and certifications are the importance evidence for insurance claim. Where the Insurer fails to verify the truth of evidence and content thereof due to the failure of the claim applicant to provide such evidence timely, the Insurer shall not be liable to pay for the portion that cannot be verified.**

7.3 In case of any foreign currency involved in calculating the loss and paying the insurance benefit under the Rider Clauses, it shall be converted into and paid in RMB. The relevant exchange rate shall be subject to the foreign exchange rate published by Bank of China on the date when the insurance accident under the Rider Clauses happens.

**7.4 Where such loss of the Insured can be compensated by other approaches or other insurance policies, the Insured should first request the opposite party for payment or compensation. According to the relevant evidence or benefit payment certificate issued by the relevant institution or insurance underwriting company, the Insurer may undertake the liability to compensate, within the limit of insured amount under the Rider Clauses, for the remaining portion other than the above compensation amount to the Insured.**

#### ARTICLE 8 TERMINATION OF RIDER

When the Main Insurance Contract to which the Rider Clauses is attached is terminated, the Rider Clauses shall be immediately terminated. If the Main Insurance Contract is invalid, the Rider Clauses shall also be invalid.

#### ARTICLE 9 DEFINITIONS

**9.1 Travel documents** mean the passport, Identification Card and other documents necessary for exit and entry, excluding cheques, other negotiable securities and cash.

Any term not interpreted in the Rider Clauses shall be subject to the interpretation of the term in the Main Insurance Contract to which the Rider Clauses is attached.

**9.2 Original Departing Place** means that if the Insured travels within the territory of China(excluding Hong Kong, Macau and Taiwan), then the original departing place is the residence of the Insured within the territory of

China; If the Insured travels overseas( including Hong Kong, Macau and Taiwan), then the Original Departing Place means within the territory of China.

Any term not interpreted in the Rider Clauses shall be subject to the interpretation of the term in the Main Insurance Contract to which the Rider Clauses is attached.

#### **ARTICLE 10 APPLICATION OF OTHER CLAUSES**

Where the Rider Clauses conflicts with the terms of the Main Insurance, the Rider Clauses shall prevail; where it is specified in the Rider Clauses, the terms of the Main Insurance shall prevail.

## **Huatai property & casualty insurance co., ltd. DOMESTIC/OVERSEAS TRAVEL INSURANCE TRIP CANCELLATION RIDER**

#### **ARTICLE 1 CONCLUSION OF RIDER CLAUSES**

Clauses of this Insurance Rider (hereinafter cited as the “Rider Clauses”) shall be applied in conjunction with the Huatai Insurance Company of China Limited Overseas Travel Personal Accident Insurance (hereinafter cited as the “Main Insurance”).

#### **ARTICLE 2 POLICY BENEFITS**

During the insurance period of the Rider, the Rider covers the trip cancelled by the Insured due to one of the following accidents. The Insurer will be liable to pay for the cancellation fine and lost deposits for travel and accommodation arrangements which the Insured has paid in advance but not yet used and which is not refundable:

##### **2.1 Basic benefits**

2.1.1 The Insured is dead, seriously injured (see 8.1) in a serious accident or suffers from any sudden serious disease (see 8.2).

2.1.2 The spouse (see 8.3), parent or child of the Insured is dead, seriously injured in a serious accident or suffers from any sudden serious disease after the Rider Clauses becomes effective.

Before the Rider becomes effective, the physical condition of the Insured must be fit for travel and the Insured is not aware of any status that may cause the cancellation of the trip planned in advance.

##### **2.2 Optional benefits (single or multiple)**

2.2.1 Unexpected strike or riot of employees of public transport means carrier (see 8.4);

2.2.2 Unsuitable for the original journey due to epidemics (see 8.5)

2.2.3 Unsuitable for the original journey due to unexpected riot or natural disasters at the scheduled travel destination;

Before the Rider becomes effective, the physical condition of the Insured must be fit for travel and the Insured is not aware of any status that may cause the cancellation of the trip planned in advance.

#### **ARTICLE 3 EXCLUSIONS**

**In case of any one of the following circumstances that directly or indirectly cause trip cancellation or any loss to the Insured, the Insurer shall not be liable for any payment:**

**3.1 The Insured is already aware of the circumstance that may lead to trip cancellation upon paying in advance for transport, accommodation or relevant tour products;**

**3.2 Lost of expenses issued by the travel agency, transport means carrier and accommodation supplier and other travel agency is sure to refund.**

**3.3 Loss arising from prohibition or regulation by any Government;**

**3.4 Loss arising from bankruptcy or breach of the travel agency, transport means carrier, accommodation supplier and other travel agency.**

**3.5 Loss arising from the conflict of the original trip by the Insured;**

**3.6 Loss arising from the cancellation of the trip due to economic reason.**

**3.7 Due to the Insured or his/her traveling companion or immediate family member commits a crime.**

- 3.8 Due to the trip must be cancelled, the Insured does not inform the travel agency, transport means carrier, accommodation supplier and other travel agency immediately.
- 3.9 Recovery treatment, physiotherapy, miscarriage prevention and delivery (including caesarean section, abortion and induced labor) of the Insured;
- 3.10 Cosmetology, shaping, orthopaedy, unnecessary surgery, psychological consultation and corneal refractive surgery of the Insured;
- 3.11 Health care (including physical exam, health exam, recuperation, special nursing care or rest cure) and other non-therapeutic behavior of the Insured and medical behavior without any objective syndrome to prove he/she is unhealthy and for the purpose of donating organs;
- 3.12 Behavior of the Insured for transplanting artificial organ, tooth wash, tooth cleaning, optometry, dental treatment or surgery and insertion, except for the general dental treatment or surgery due to any accident;
- 3.13 Treatment and recovery for congenital disease and symptom, hereditary disease, congenital malformation or defect of the Insured;
- 3.14 Disease and symptom, psychosis, schizophrenia, psychological disease and STD the Insured has suffered before the insurance is purchased;
- 3.15 Any expense for a third party to provide services which the Insured is not required to pay for or any expense included in the travel expenses;
- 3.16 The companion or relative is dead or sick due to any pre-existing disease or symptom;
- 3.17 Any injury or sickness that is not certificated in writing by a medical doctor;
- 3.18 The Insured or his/her traveling companion change the travel schedule;
- 3.19 Prohibition or regulation by any Government;
- 3.20 Failure to travel or change of journey directly or indirectly due to epidemics;
- 3.21 Directly or indirectly due to the Insured or his/her traveling companion or relative being quarantined;
- 3.22 A tour operator or wholesaler being unable to complete arrangements for any tour because there were not enough people to go on the tour;
- 3.23 Compensation arises directly or indirectly from an act or threat of terrorism;
- 3.24 Unsuitable for the original journey due to unexpected riot or natural disasters at the scheduled travel destination;
- 3.25 The death, injury or sickness of any person who resides outside of Mainland China;
- 3.26 The Insured can not provide the original copy of the notice on cancellation fees or lost deposits from travel agency, transportation carrier, or hotel.;
- 3.27 The Insured can not provide the original FaPiao (invoice) of the cancellation fee or lost deposits;
- 3.28 Items specified in the exclusion clause of the Main Insurance.

#### **ARTICLE 4 INSURANCE AMOUNT AND INSURANCE PREMIUM**

The insured amount refers to the maximum amount for compensation or insurance money payment to be paid by the insurer. The insured amount is to be agreed upon by the Applicant and the Insured and shall be expressly indicated in the insurance policy. The Insured shall pay the insurance premium to the Insurer according to this Contract.

#### **ARTICLE 5 INSURANCE PERIOD**

The starting time for the period of cover of the Rider Clauses is the later one of the following two circumstances: 1) when the Insured purchase the Rider and pays off the premium; 2) or the 7<sup>th</sup> day before the travel starts. The termination time for the insurance period is the time when the Insured ends the travel.

#### **ARTICLE 6 APPLICATION FOR INSURANCE BENEFIT**

- 6.1 As the claim applicant, the Insured fills up the claim application and provides the following certification documents and materials to apply through the policy holder to the Insurer for the claim:
- 6.1.1 Original copy of the insurance policy or certificate;
- 6.1.2 Household registration or ID certificate of the Insured;
- 6.1.3 Receiving report of the dead or death certificate stamped with the official seal, photocopy of the certification for the household registration cancellation of the dead, or original certificate issued by the doctor regarding the serious injury or disease of the spouse, parent or child of the Insured;
- 6.1.4 Photocopy of certification for the relationship between the Insured and the dead;
- 6.1.5 Original copy of medical certificate proving the Insured is unsuitable for the scheduled trip;
- 6.1.6 List of and original invoice or receipt of advance paid for transport, accommodation and relevant tour



product;

6.1.7 List of expenses issued by the travel agency, transport means carrier and accommodation supplier, certifying the portion already paid but not yet used by the Insured, which is not refundable;

6.1.8 Original air ticket, train ticket and steamer ticket already paid but not used due to trip cancellation;

6.1.9 Certification documents of accident of acceptable by the Insurer;

6.1.10 If it's a business trip the Insured shall provide the Insurer with the certificate of this business trip by his/her employer.

6.1.11 Other certification and documents in connection with verification of the nature, reason and loss of the insurance accident.

**6.2 The above documents and certification are the importance evidence for insurance claim. Where the Insurer fails to verify the truth of evidence and content thereof due to the failure of the claim applicant to provide such evidence timely, the Insurer shall not be liable to pay for the portion that cannot be verified.**

**6.3 Where such loss of the Insured can be paid by other approaches or other insurance policies, the Insured should first request the opposite party for payment or compensation. According to the relevant evidence or benefit payment certificate issued by the relevant institution or insurance underwriting company, the Insurer may undertake the liability to pay, within the limit of insured amount under the Rider Clauses, for the remaining portion other than the above compensation amount to the Insured.**

#### ARTICLE 7 TERMINATION OF RIDER

When the Main Insurance Contract to which the Rider Clauses is attached is terminated, the Rider Clauses shall be immediately terminated. If the Main Insurance Contract is invalid, the Rider Clauses shall also be invalid.

#### ARTICLE 8 DEFINITIONS

8.1 **Seriously injured** means any injury or disease suffered by the Insured, which may endanger the life of the Insured and may not be fit for the scheduled trip as diagnosed and proven by doctors.

8.2 **Sudden serious disease** means any sudden disease suffered or symptom observed initially by the Insured travelling overseas within the validation of the Rider Clauses, which has been diagnosed and certified by the doctor as may endanger the life of the Insured and may not be fit for the Insured to continue with the scheduled trip, but excluding any diseases suffered or any symptom observed prior to the validation of the Rider Clauses and any chronic disease.

8.3 **Spouse** means the legal husband or wife of the Insured upon occurrence of the insurance accident.

8.4 **Common carrier** refers to the following carriers duly licensed from relevant government authorities for the regular transportation of fare-paying passengers:

(1) Public bus, coach, taxi, ferry boat, hovercraft, hydrofoil craft, steamer, train, tramcar, railway train (including subway, light track and maglev train);

(2) Airplanes operated by airlines with fixed flights between commercial passenger airports;

(3) Helicopters operated by an airline between commercial passenger airports or between licensed helicopter stations;

(4) Airport coach operated as per fixed route and time schedule.

Where any of the above public transport means are used for other purpose than as public transport means, it shall not comply with the definition of "common carrier" hereto. Additionally, the governmental, business and private air charters are included in the definition of public transport means.

8.5 **Congenital disease** means any disease (symptom or physical sign) the Insured had upon birth. Such diseases are caused by changes in human genetic substance (including the chromosome and gene therein) harmful to human body, or abnormal development of partial cells of fetus due to the effect of physical, chemical and biological factors in internal and external environment to the mother in pregnancy results in any abnormal structure or function of relevant organ of the infant upon birth.

Any term not interpreted in the Rider Clauses shall be subject to the interpretation of the term in the Main Insurance Contract to which the Rider Clauses is attached.

#### ARTICLE 9 APPLICATION OF OTHER CLAUSES

Where the Rider Clauses conflicts with the terms of the Main Insurance, the Rider Clauses shall prevail; where it is specified in the Rider Clauses, the terms of the Main Insurance shall prevail.

**Huatai property & casualty insurance co., ltd.**  
**DOMESTIC/OVERSEAS TRAVEL INSURANCE**  
**TRIP CURTAILMENT RIDER**

**ARTICLE 1 CONCLUSION OF RIDER CLAUSES**

Clauses of this Insurance Rider (hereinafter cited as the “Rider Clauses”) shall be applied in conjunction with the Huatai Insurance Company of China Limited Overseas Travel Personal Accident Insurance (hereinafter cited as the “Main Insurance”).

**ARTICLE 2 POLICY BENEFITS**

During the insurance period of the Rider Clauses, where the Insured traveling domestic/overseas with the valid travel document has to return to the origin before the trip ends due to any one of the following accidents, the Insurer will reimburse, within the limit of relevant insured amount under the Rider Clauses, for the advance payment for transport, accommodation or relevant tour product which the Insured must make and has made as per law but has not yet used which is not refundable:

2.1 The Insured is dead, seriously injured in a serious accident or suffers from any sudden serious disease so diagnosed by the local doctor that the Insured should not continue with the trip and must return immediately to the origin for medical treatment;

2.2 Being hijacked;

2.3 The spouse, parent or child of the Insured is dead, seriously injured in a serious accident or suffers from any sudden serious disease after the Rider comes into force;

2.4 Unexpected strike or riot of employees of public transport means carrier;

2.5 Unable to continue with the trip due to unexpected riot or natural disasters at the scheduled travel destination.

Before the Rider becomes effective, the physical condition of the Insured shall be fit for travel and the Insured is not aware of any status that may intermit or shorten the trip planned in advance.

**ARTICLE 3 EXCLUSIONS**

**In case of any one of the following circumstances that directly or indirectly cause trip curtailment or any loss to the Insured, the Insurer shall not be liable for any payment:**

**3.1 The Insured is already aware of the circumstance that may lead to trip curtailment before travelling;**

**3.2 Loss caused by government regulations**

**3.3 Loss caused by default or bankrupt of travel agencies, common carriers or other Travel Companies;**

**3.4 The Insured is unwilling to continue the trip.**

**3.5 Any losses caused due to being unable to continue the trip due to financial reasons;**

**3.6 The Insured or his/her immediate family members or companions have undertaken any illegal criminal acts;**

**3.7 When it is necessary to cancel or curtail the trip, the Insured fails to immediately notify the travel agent, tour guide, provider of transport or accommodation , etc;**

**3.8 The trip is curtailed due to the outburst of epidemic or pandemic at the destination of trip;**

**3.9 Recovery treatment, physiotherapy, miscarriage prevention and delivery (including caesarean section, abortion and induced labor) of the Insured;**

**3.10 Cosmetology, shaping, orthopaedy, unnecessary surgery, psychological consultation and comeal refractive surgery of the Insured;**

**3.11 Health care (including physical exam, health exam, recuperation, special nursing care or rest cure and other non-therapeutic behavior of the Insured and medical behavior without any objective syndrome to prove he/she is unhealthy and for the purpose of donating organs;**

**3.12 Behavior of the Insured for transplanting artificial organ, tooth wash, tooth cleaning, optometry, dental treatment or surgery and insertion, except for the general dental treatment or surgery due to any accident;**

**3.13 Treatment and recovery for congenital disease (see 8.4) and symptom, hereditary disease, congenital malformation or defect of the Insured;**

**3.14 Disease and symptom, psychosis, schizophrenia, psychological disease and STD the Insured has suffered before the insurance is purchased;**

**3.15 Medical treatment or surgery the Insured insists to take overseas, though such medical treatment or survey can be reasonably postponed or undertaken when the Insured returns to China as advised by the**

doctor who is in charge of the Insured or authorized doctor of the assistance organization;

**3.16 Any expense for a third party to provide services which the Insured is not required to pay for or any expense included in the travel expenses;**

**3.17 Terms specified in the exclusion clause of the Main Insurance.**

#### **ARTICLE 4 INSURANCE PERIOD**

The insured amount refers to the maximum amount for compensation or insurance money payment to be paid by the insurer. The insured amount is to be agreed upon by the Applicant and the Insured and shall be expressly indicated in the insurance policy. The Insured shall pay the insurance premium to the Insurer according to this Contract.

#### **ARTICLE 5 INSURANCE PERIOD**

The insurance period of the Rider Clauses shall be the same with the Main Insurance Contract.

#### **ARTICLE 6 APPLICATION FOR INSURANCE BENEFIT**

6.1 As the claim applicant, the Insured fills up the claim application and provides the following certification documents and materials to apply through the policy holder to the Insurer for the claim:

6.1.1 Original copy of the insurance policy or certificate;

6.1.2 Household registration or ID certificate of the Insured;

6.1.3 Receiving report of the dead or death certificate stamped with the official seal, photocopy of the certification for the household registration cancellation of the dead, or original certificate issued by the doctor regarding the serious injury or disease of the spouse, parent or child of the Insured;

6.1.4 Photocopy of certification for the relationship between the Insured and the dead;

6.1.5 Original copy of medical certificate proving the Insured is unsuitable to continue with the scheduled trip;

6.1.6 List of and original invoice or receipt of advance paid for transport, accommodation and relevant tour product;

6.1.7 List of expenses issued by the travel agency, transport means carrier and accommodation supplier, certifying the portion already paid but not yet used by the Insured, which is not refundable;

6.1.8 Original air ticket, train ticket and steamer ticket already paid but not used due to trip curtailment;

6.1.9 The certificate document issued by the local government or other relevant department at the place of insurance accident, regarding the strike and riot of the employees of the public transport means carrier;

6.1.10 Certification documents of accident which are acceptable by the Insurer;

6.1.11 If it's a business trip the Insured shall provide the Insurer with the certificate of this business trip by his/her employer.

6.1.12 Other certification and documents in connection with verification of the nature, reason and loss of the insurance accident.

**6.2 The above documents and certification are the importance evidence for insurance claim. Where the Insurer fails to verify the truth of evidence and content thereof due to the failure of the claim applicant to provide such evidence timely, the Insurer shall not be liable to pay for the portion that cannot be verified.**

**6.3 Where such loss of the Insured can be paid by other approaches or other insurance policies, the Insured should first request the opposite party for payment or compensation. According to the relevant evidence or benefit payment certificate issued by the relevant institution or insurance underwriting company, the Insurer may undertake the liability to pay, within the limit of insured amount under the Rider Clauses, for the remaining portion other than the above compensation amount to the Insured.**

#### **ARTICLE 7 TERMINATION OF RIDER**

When the Main Insurance Contract to which the Rider Clauses is attached is terminated, the Rider Clauses shall be immediately terminated. If the Main Insurance Contract is invalid, the Rider Clauses shall also be invalid.

#### **ARTICLE 8 DEFINITIONS**

8.1 **Seriously injured** means any injury suffered by the Insured, which may endanger the life of the Insured and may not be fit to continue with the scheduled trip as diagnosed and proven by doctors.

8.2 **Sudden serious disease** means any sudden disease suffered or symptom observed initially by the Insured travelling overseas within the validation of the Rider Clauses, which has been diagnosed and certified by the



doctor as may endanger the life of the Insured and may not be fit for the Insured to continue with the scheduled trip, but excluding any diseases suffered or any symptom observed prior to the validation of the Rider Clauses and any chronic disease.

8.3 **Spouse** means the legal husband or wife of the Insured upon occurrence of the insurance accident.

8.4 **Congenital disease** means any disease (symptom or physical sign) the Insured had upon birth. Such diseases are caused by changes in human genetic substance (including the chromosome and gene therein) harmful to human body, or abnormal development of partial cells of fetus due to the effect of physical, chemical and biological factors in internal and external environment to the mother in pregnancy results in any abnormal structure or function of relevant organ of the infant upon birth.

## **ARTICLE 9 APPLICATION OF OTHER CLAUSES**

Where the Rider Clauses conflicts with the terms of the Main Insurance, the Rider Clauses shall prevail; where it is specified in the Rider Clauses, the terms of the Main Insurance shall prevail.

# **Huatai property & casualty insurance co., ltd. DOMESTIC/OVERSEAS TRAVEL INSURANCE TRAVEL DELAY RIDER**

## **ARTICLE 1 CONCLUSION OF RIDER CLAUSES**

Clauses of this Insurance Rider (hereinafter cited as the “Rider Clauses”) shall be applied in conjunction with the Huatai Insurance Company of China Limited Overseas Travel Insurance Personal Accident (hereinafter cited as the “Main Insurance”).

## **ARTICLE 2 POLICY BENEFITS**

During the insurance period of the Rider Clauses, where the public transport means (see 8.1) taken by the Insured traveling domestic/overseas with the valid travel document are delayed due to any natural disaster, severe weather, mechanical breakdown, air control, strike, hijacking or sabotage and temporary protest of aviation and navigation workers, the Insurer shall be liable to pay the insurance benefit, within the limit of relevant insured amount under the Rider Clauses, for the delay of each consecutive time period specified in the insurance policy or certificate:

2.1 The time delayed for the flight to take off reaches the time period specified in the insurance policy or certificate and delay in take-off reaches the term and no other flights are available to the Insured to take at the same airport within the time period specified above as from the original flight schedule;

2.2 The time delayed for other public transport means to depart reaches the time period specified in the insurance policy or certificate, and the carrier fails to arrange the most convenient transport means as substitution for the Insured.

## **ARTICLE 3 EXCLUSIONS**

**In case of any one of the following circumstances that directly or indirectly cause travel delay or any of the following losses to the Insured, the Insurer shall not be liable for any payment:**

**3.1 The Insured is already aware of any circumstance that may lead to a travel delay before travelling;**

**3.2 After check-in, the Insured fails to board the public transport means on time (except for the failure of the Insured to board on time due to any accident under the insurance liability of the Rider Clauses);**

**3.3 The Insured fails to check in as per schedule or the Insured fails to obtain the written certification about the time of and reason for such delay from the public transport means carrier;**

**3.4 The Insured fails to board on the earliest convenient substitutive transport means arranged by the carrier of public transport means.**

**3.5 Strikes or protesting activities already incurred or announced before the Insured departs for travel, which cause the public transport out of order and the Insured failed to take reasonable alternative travel arrangement plan.**

**3.6 Delay directly or indirectly caused by the epidemic or pandemic diseases.**

**3.7 Items specified in the exclusion clause of the Main Insurance.**

#### **ARTICLE 4 INSURANCE PERIOD**

The insured amount refers to the maximum amount for compensation or insurance money payment to be paid by the insurer. The insured amount is to be agreed upon by the Applicant and the Insured and shall be expressly indicated in the insurance policy. The Insured shall pay the insurance premium to the Insurer according to this Contract.

#### **ARTICLE 5 INSURANCE PERIOD**

The insurance period of the Rider Clauses shall be the same with the Main Insurance Contract.

#### **ARTICLE 7 APPLICATIONS FOR INSURANCE BENEFIT**

7.1 As the claim applicant, the Insured fills up the claim application and provides the following certification documents and materials to apply through the policy holder to the Insurer for the claim:

7.1.1 Original copy of the insurance policy or certificate;

7.1.2 Household registration or ID certificate of the Insured;

7.1.3 Original copy of the report submitted by the Insured to the local police or other relevant departments and the certification document of insurance accident there from and the list of losses;

7.1.4 If the Insured has lost his/her personal money in a hotel, the original copy of insurance accident certificate issued by the hotel, including the date and course of the insurance accident;

7.1.5 If it's a business trip the Insured shall provide the Insurer with the certificate of this business trip by his/her employer.

7.1.6 Other certification and documents in connection with verification of the nature, reason and loss of the insurance accident.

**7.2 The above documents and certifications are the importance evidence for insurance claim. Where the Insurer fails to verify the truth of evidence and content thereof due to the failure of the claim applicant to provide such evidence timely, the Insurer shall not be liable to pay for the portion that cannot be verified.**

#### **ARTICLE 7 TERMINATION OF RIDER**

When the Main Insurance Contract to which the Rider Clauses is attached is terminated, the Rider Clauses shall be immediately terminated. If the Main Insurance Contract is invalid, the Rider Clauses shall also be invalid.

#### **ARTICLE 8 DEFINITIONS**

**Common carrier** refers to the following carriers duly licensed from relevant government authorities for the regular transportation of fare-paying passengers:

(1) Public bus, coach, taxi, ferry boat, hovercraft, hydrofoil craft, steamer, train, tramcar, railway train (including subway, light track and maglev train);

(2) Airplanes operated by airlines with fixed flights between commercial passenger airports;

(3) Helicopters operated by an airline between commercial passenger airports or between licensed helicopter stations;

(4) Airport coach operated as per fixed route and time schedule.

Where any of the above public transport means are used for other purpose than as public transport means, it shall not comply with the definition of "common carrier" hereto. Additionally, the governmental, business and private air charters are included in the definition of public transport means.

Any term not interpreted in the Rider Clauses shall be subject to the interpretation of the term in the Main Insurance Contract to which the Rider Clauses is attached.

#### **ARTICLE 9 APPLICATION OF OTHER CLAUSES**

Where the Rider Clauses conflicts with the terms of the Main Insurance, the Rider Clauses shall prevail; where it is specified in the Rider Clauses, the terms of the Main Insurance shall prevail.

**Huatai property & casualty insurance co., ltd.**  
**DOMESTIC/OVERSEAS TRAVEL INSURANCE**  
**BAGGAGE DELAY RIDER**

**ARTICLE 1 CONCLUSION OF RIDER CLAUSES**

Clauses of this Insurance Rider (hereinafter cited as the “Rider Clauses”) shall be applied in conjunction with the Huatai Insurance Company of China Limited Overseas Travel Personal Accident Insurance (hereinafter cited as the “Main Insurance”).

**ARTICLE 2 POLICY BENEFITS**

During the insurance period of the Rider Clauses, where the Insured traveling domestic/overseas with the valid certificate, upon his arrival at the destination, fails to claim back his baggage herein carried by the common carrier taken by the insured (see 8.1) within the time specified in the Policy Schedule or Policy Certificate, the Insurer will pay the benefits for delay in the Rider Clauses

**ARTICLE 3 EXCLUSIONS**

**3.1 In case of any one of the following circumstances that directly or indirectly cause the loss of or damage to the personal and carried-on items of the Insured, the Insurer shall not be liable for any compensations:**

**3.1.1 The Insured has realized any possibility that may cause baggage delay before leaving the original departing place;**

**3.1.2 Action of the customs or other governmental authorities, such as confiscation, detaining, separating, quarantine, levying or destroying;**

**3.1.3 The personal baggage entrusted by the Insured detained in the place of the common carrier or its agent;**

**3.1.4 The Insured failed to notify the common carrier in the destination and to get the certification for the baggage delay;**

**3.1.5 The registered baggage which is not entrusted by this trip;**

**3.1.6 There are restricted pieces in the personal baggage of the Insured;**

**3.1.7 The baggage delay when the Insured comes back the original departing place;**

**3.1.8 There are strikes or protesting activities already happened or announced before the Insured begins the trip, which cause the public transportation out of order. The Insured failed to take reasonable alternative travel plan, which caused the baggage delay;**

**3.1.9 After registration, the Insured failed to take the common carrier on time, which causes the baggage delay;**

**3.1.10 The Insured failed to register according to the schedule or the Insured failed to get the written certification from the common carrier to show the delay time and cause;**

**3.1.11 The delay caused directly or indirectly caused by epidemic or pandemic or large-scale prevalence of infectious disease;**

**3.1.12 Items specified in the exclusion clause of the Main Insurance.**

**ARTICLE 4 INSURED AMOUNT AND PREMIUM**

The insured amount refers to the maximum amount for compensation or insurance money payment to be paid by the insurer. The insured amount is to be agreed upon by the Applicant and the Insured and shall be expressly indicated in the insurance policy. The Insured shall pay the insurance premium to the Insurer according to this Contract.

**ARTICLE 5 INSURANCE PERIOD**

The insurance period of the Rider Clauses shall be the same with the Main Insurance Contract.

**ARTICLE 6 APPLICATION FOR INSURANCE BENEFIT**

6.1 As the claim applicant, the Insured fills up the claim application and provides the following certification documents and materials to apply through the policy holder to the Insurer for the claim:

6.1.1 Original copy of the insurance policy or certificate;

6.1.2 Household registration or ID certificate of the Insured;

6.1.3 Original copy of the report furnished by the common carrier or its agent, showing the date of the accident

happened, the cause of baggage delay and the information to claim back the baggage;

6.1.4 Original copy of the common carrier receipts;

6.1.5 Original copy of the baggage receipts;

6.1.6 If it's a business trip the Insured shall provide the Insurer with the certificate of this business trip by his/her employer.

6.1.7 Other certification and documents in connection with verification of the nature, reason and loss of the insurance accident.

**6.2 The above documents and certification are the importance evidence for insurance claim. Where the Insurer fails to verify the truth of evidence and content thereof due to the failure of the claim applicant to provide such evidence timely, the Insurer shall not be liable to pay for the portion that cannot be verified.**

#### ARTICLE 7 TERMINATION OF RIDER

When the Main Insurance Contract to which the Rider Clauses is attached is terminated, the Rider Clauses shall be immediately terminated. If the Main Insurance Contract is invalid, the Rider Clauses shall also be invalid.

#### ARTICLE 8 DEFINITIONS

8.1 **Registered baggage** means any baggage the Insured entrusts the carrier for care and carriage while taking the public transport means, for which the baggage check has been completed properly, excluding the commercial goods registered.

8.2 **Common carrier** refers to the following transport means to legally carry passengers on a charge basis according to the license of public transport license issued by the local governmental authority as per law:

(1) Public bus, coach, taxi, ferry boat, hovercraft, hydrofoil craft, steamer, train, tramcar, railway train (including subway, light track and maglev train);

(2) Airplanes operated by airlines with fixed flights between commercial passenger airports;

(3) Helicopters operated by an airline between commercial passenger airports or between licensed helicopter stations;

(4) Airport coach operated as per fixed route and time schedule.

Where any of the above public transport means is used for other purpose than as public transport means, it shall not comply with the definition of "public transport means" hereto. Additionally, the governmental, business and private air charters are included in the definition of public transport means.

8.3 **Original Departing Place** means that if the Insured travels within the territory of China(excluding Hong Kong, Macau and Taiwan), then the original departing place is the residence of the Insured within the territory of China; If the Insured travels overseas( including Hong Kong, Macau and Taiwan), then the Original Departing Place means within the territory of China.

Any term not interpreted in the Rider Clauses shall be subject to the interpretation of the term in the Main Insurance Contract to which the Rider Clauses is attached.

#### ARTICLE 9 APPLICATION OF OTHER CLAUSES

Where the Rider Clauses conflicts with the terms of the Main Insurance, the Rider Clauses shall prevail; where it is specified in the Rider Clauses, the terms of the Main Insurance shall prevail.

**Huatai property & casualty insurance co., ltd.**  
**DOMESTIC/OVERSEAS TRAVEL INSURANCE**  
**PERSONAL THIRD-PARTY LIABILITY RIDER**

**ARTICLE 1 CONCLUSION OF RIDER CLAUSES**

Clauses of this Insurance Rider (hereinafter cited as the “Rider Clauses”) shall be applied in conjunction with the Huatai Insurance Company of China Limited Overseas Travel Insurance Personal Accident (hereinafter cited as the “Main Insurance”).

**ARTICLE 2 POLICY BENEFITS**

During the insurance period of the Rider Clauses, in case of any accident causing death or injury, property loss or damage to a third party while the Insured travels domestic/overseas with valid travel document, for which the Insured is liable for economic compensation, including the legal fee and attorney fee paid upon obtaining the written consent from the Insurer in advance, the Insurer will be liable to pay within the limit of insured amount under the Rider Clauses.

**ARTICLE 3 EXCLUSIONS**

**In case of any one of the following circumstances that directly or indirectly cause the third-party liability of the Insured, the Insurer shall not be liable for any payment:**

- 3.1 The Insured performs the employer’s or contractual responsibilities;**
- 3.2 Animals or properties which belong to the Insured or are under supervision, care of custody or control of the Insured;**
- 3.3 Intentional and illegal acts or material default of the Insured;**
- 3.4 Trade, commercial or occupational behavior;**
- 3.5 The Insured uses, owns, leases or operates any marine, land or air transport means (no matter whether with or without operation licenses);**
- 3.6 Damages arising from the Insured’s participation in horse racing, vehicle racing, use of pistol or any other weapons, or any other dangerous activities;**
- 3.7 Any personal injury or property loss to the immediate family members of the Insured, person in relationship of rearing and supporting with the Insured, or the employer and employees of the Insured or the business partners of the Insured.**
- 3.8 Any penalty, fine or aggravated, punitive, exemplary or liquidated damages;**
- 3.9 Disease that is transmitted by the Insured;**
- 3.10 Any relief or recovery other than monetary amounts;**
- 3.11 Anything that is covered under any other policy, the Insurer will be liable only for the amount the Insured’s liability exceeds the limits of cover under any other policy,**
- 3.12 Assault and/or battery committed by the Insured or at Insured’s direction; or**
- 3.13 Conduct intended to cause personal injury, property damage or liability with reckless disregard for the consequences of the Insured or any person acting with the Insured’s knowledge, consent or connivance.**
- 3.14 Any loss when the Insured have failed to provide the Insurer immediate notification of a legal liability claim being against the Insured;**
- 3.15 Items specified in the exclusion clause of the Main Insurance.**

**ARTICLE 4 INSURED AMOUNT AND PREMIUM**

The insured amount refers to the maximum amount for compensation or insurance money payment to be paid by the insurer. The insured amount is to be agreed upon by the Applicant and the Insured and shall be expressly indicated in the insurance policy. The Insured shall pay the insurance premium to the Insurer according to this Contract.

**ARTICLE 5 INSURANCE PERIOD**

The insurance period of the Rider Clauses shall be the same with the Main Insurance Contract.

**ARTICLE 6 APPLICATION FOR INSURANCE BENEFIT**

6.1 As the claim applicant, the Insured fills up the claim application and provides the following certification documents and materials to apply through the policy holder to the Insurer for the claim:

- 6.1.1 Original copy of the insurance policy or certificate;
- 6.1.2 Household registration or ID certificate of the Insured;
- 6.1.3 Certification document of insurance accident issued by the judicial department;
- 6.1.4 Where the matter of compensation between the Insured and the third party is settled through proceeding, the relevant judgment, award, or mediation document shall be provided;
- 6.1.5 Provision the compensation agreement, if any;
- 6.1.6 Evidence of compensation paid;
- 6.1.7 If it's a business trip the Insured shall provide the Insurer with the certificate of this business trip by his/her employer.
- 6.1.8 Other certification and documents in connection with verification of the nature, reason and loss of the insurance accident.

**6.2 The above documents and certification are the importance evidence for insurance claim. Where the Insurer fails to verify the truth of evidence and content thereof due to the failure of the claim applicant to provide such evidence timely, the Insurer shall not be liable to pay for the portion that cannot be verified.**

6.3 In case of any foreign currency involved in calculating the loss and paying the insurance benefit under the Rider Clauses, it shall be converted into and paid in RMB. The relevant exchange rate shall be subject to the foreign exchange rate published by Bank of China on the date when the insurance accident under the Rider Clauses happens.

**6.4 Where such loss of the Insured can be paid by other approaches or other insurance policies, the Insured should first request the opposite party for payment or compensation. According to the relevant evidence or benefit payment certificate issued by the relevant institution or insurance underwriting company, the Insurer may undertake the liability to pay, within the limit of insured amount under the Rider Clauses, for the remaining portion other than the above compensation amount to the Insured.**

#### ARTICLE 7 DUTY OF THE INSURED

**7.1 In case of any insurance accident arising within the validity of the Rider Clauses, the policy holder or the Insured shall immediately notify the Insurer. Except for emergency, in which the policy holder or the Insured fails to contact with the Insurer, but it shall not exceed twenty fours upon occurrence of the insurance accident, the Insurer shall be notified of the accident; otherwise all third-party compensations shall be borne by the Insured.**

**7.2 Without obtaining any written consent or acceptance from the Insurer, the Insured shall not positively propose and commit to pay for or accept any liability for the third party.**

**7.3 The Insurer has the right to defense and pay the compensation at his discretion or in the name of the Insured. To protect its interests, the Insurer has the right to claim, at his cost, against any concerned party for compensation and the Insured is obligatory to assist accordingly.**

#### ARTICLE 8 SUBROGATION

The loss under the rider clause shall be paid by the related responsible party. The Insurer shall be entitled to the right of subrogation with the limit of the compensation amount. When the Insurer exercises the right of subrogation against the relevant responsible parties, the Insured shall assist positively and provide the necessary documents and relevant information.

Where the Insured has been paid by the related responsible party, Insurer may deduct the insurance indemnity accordingly.

**Where the Insured waives the right to claim before the Insurer compensates upon the occurrence of the accident, the Insurer shall not be liable to compensate.** Where the Insured waives the right to claim against the third party without obtaining any consent from the Insurer after the Insurer compensates the Insured, such act shall not be effective. Where the Insurer fails to exercise the right of subrogation due to the fault of the Insured, the Insurer may deduct the insurance indemnity accordingly or ask the Insured to refund the insurance amount.

#### ARTICLE 9 TERMINATION OF RIDER

When the Main Insurance Contract to which the Rider Clauses is attached is terminated, the Rider Clauses shall be immediately terminated. If the Main Insurance Contract is invalid, the Rider Clauses shall also be invalid.

#### ARTICLE 10 APPLICATION OF OTHER CLAUSES

Where the Rider Clauses conflicts with the terms of the Main Insurance, the Rider Clauses shall prevail; where it is specified in the Rider Clauses, the terms of the Main Insurance shall prevail.





**The documents after this page apply to employees domiciled in the countries listed below only.**

**All Employees of Freescale Semiconductor, Inc. domiciled in  
Russia**

**A local policy is in place in order to ensure the highest level of benefit for  
this region.**

**This policy is effective as of 1 January 2015 through 31 December 2015.**



**Insurance contract No. RUBBBA05072**  
**Договор страхования № RUBBBA05072**

01 января 2015 года / January 01, 2015

Russia, Moscow / Россия, Москва

**1. СТРАХОВАТЕЛЬ:**

**ООО "Фрискейл Семикондактор"**

Адрес:  
 Савелкинский проезд, корп 4, этаж 23  
 Москва 124482, Россия  
 ИНН 7710532813

Контактные лица и информация:  
 Рыбакова Ирина  
 Тел. : +7 985 7675998  
 Эл.адрес : Irina.Rybakova@freescale.com

**2. СТРАХОВЩИК:**

**ЗАО «Страховая Компания ЭЙС»**  
**Россия, 119034, Москва, Барыковский пер., д. 2**

ИНН: 7710560458  
 КПП: 775001001  
 р/с 40701810500701328027  
 в ЗАО КБ «Ситибанк», г. Москва  
 к/с 30101810300000000202  
 БИК 044525202

Лицензия Федеральной службы страхового надзора С № 3969 77 от 17 марта 2010 года.

**3. ЗАСТРАХОВАННЫЕ ЛИЦА:**

Сотрудники Страхователя, указанные в Приложении № 2 к настоящему Договору, не старше 75 лет, направленные работодателем в поездку с целью выполнения ими своих служебных обязанностей вне места или страны постоянного проживания, состоящие со Страхователем в действительных трудовых отношениях, оформленных надлежащим образом в соответствии с законодательством Российской Федерации.

**4. СТРАХОВЫЕ РИСКИ И УСЛОВИЯ СТРАХОВАНИЯ:**

Страховые риски:

1. Риск возникновения непредвиденных расходов в поездке;
2. Риск возникновения расходов, связанных с отменой поездки или изменения сроков пребывания за пределами постоянного места жительства;

**1. POLICYHOLDER:**

**Freescale Semiconductor LLC**

Address:  
 Savelkinskiy proezd, Bldg 4, Floor 23  
 Moscow 124482, Russia  
 TIN 7710532813

Contacts and information:  
 Name : Rybakova Irene  
 Phone No : +7 985 7675998  
 Email : Irina.Rybakova@freescale.com

**2. INSURER:**

**CJSC ACE INSURANCE COMPANY**  
**Bld. 2, Barykovskiy per., Moscow, 119034, Russia**

ITN: 7710560458  
 KPP: 775001001  
 Acc. No. 40701810500701328027  
 with CJSC CB Citibank, Moscow  
 Corr. Acc. No. 30101810300000000202  
 BIC 044525202

License of the Federal Service of the Insurance Supervision C No. 3969 77 as of March 17, 2010.

**3. THE INSURED PERSONS:**

Employees of the Policyholder, named in Attachment 2 to the Contract, who are not older than 75, sent on a business trip by the employer away from their place or country of permanent residence, who have signed a labor contract with the Policyholder duly executed in accordance with the laws of the Russian Federation.

**4. INSURANCE RISKS AND INSURANCE TERMS AND CONDITIONS:**

Insurance risks:

1. Risk of incurring unforeseen expenses when on a business trip;
2. Risk of incurring expenses related to the travel cancellation or change of the period of stay away from the permanent residence;



3. Риск возникновения обязанности застрахованного лица возместить вред, причиненный жизни, здоровью и/или имуществу третьих лиц;
4. Риск гибели (уничтожения), утраты (пропажи), повреждения багажа (личных вещей).
5. Смерть застрахованного лица.
6. Постоянная полная утрата застрахованным лицом трудоспособности.
7. Травмы (состояния), наступившие в результате несчастного случая, и ведущие к постоянной нетрудоспособности.

Условия страхования указаны в «Условиях страхования» (Приложение № 1 к настоящему договору), Правилах комплексного страхования путешествующих и Правилах страхования от несчастных случаев и болезней ЗАО «Страховая Компания ЭЙС».

#### **5. СРОК ДЕЙСТВИЯ СТРАХОВАНИЯ:**

С 00:00:00 года по Московскому времени 01 января 2015 года по 24:00:00 по Московскому времени 31 декабря 2015 года при условии оплаты Страхователем страховой премии в соответствии с условиями настоящего договора страхования.

#### **6. СТРАХОВАЯ ПРЕМИЯ:**

Страховая премия по настоящему договору составляет 1.593,00 долларов США, и уплачивается Страхователем на основании счета, полученного от Страховщика, одновременно в срок до 15.02.2015, в рублях по курсу ЦБ РФ на день оплаты.

#### **7. ПРИМЕНЯЕМОЕ ЗАКОНОДАТЕЛЬСТВО:**

Законодательство Российской Федерации.

#### **8. ТЕРРИТОРИЯ СТРАХОВАНИЯ:**

Все страны мира, за исключением Ирана, Кубы, Сирии, Северного Судана, Северной Кореи.

#### **9. МЕЖДУНАРОДНАЯ СЕРВИСНАЯ КОМПАНИЯ:**

Международной сервисной компанией является **Europ Assistance**, между которой и Страховщиком заключен договор на предоставление услуг по оперативному консультационному и административному (организационному) содействию Застрахованным круглосуточно по всему миру в рамках договора страхования между Страховщиком

3. Risk of the insured person incurring an obligation to indemnify for the bodily injuries and/or property damage to third parties;
4. Risk of loss (destruction) of or damage to the luggage (personal belongings).
5. Death.
6. Permanent total disablement.
7. Permanent disabling injuries.

The insurance terms and conditions are specified in the Insurance Terms and Conditions (Annex 1 hereto), the Comprehensive Travel Insurance Rules and Personal Accident and Illness Rules of CJSC ACE Insurance Company.

#### **5. INSURANCE PERIOD:**

From 00:00:00 Moscow Time on January 01, 2015, to 24:00:00 Moscow Time on December 31, 2015, provided the Policyholder pays the insurance premium in accordance with this Policy.

#### **6. INSURANCE PREMIUM:**

The insurance premium hereunder shall amount to 1,593 US dollars and shall be paid by the Policyholder based on the invoice received from the Insurer until February 15, 2015, in Russian roubles at the exchange rate of the Central Bank of Russia as of the date of payment.

#### **7. APPLICABLE LAW:**

Law of the Russian Federation.

#### **8. INSURANCE TERRITORY:**

All countries of the world, excluding Iran, Cuba, Syria, North Sudan, North Korea.

#### **9. INTERNATIONAL ASSISTANCE COMPANY:**

International assistance company that has a signed contract for 24-hour a day consulting and administrative service assistance operating worldwide is **Europ Assistance**.



и Страхователем (Застрахованными лицами).

Телефон для обращений в **Europ Assistance** для застрахованных лиц, находящихся зарубежом:

+7 (495) 787 21 78

#### 10. ИЗВЕЩЕНИЕ ОБ УБЫТКЕ:

При наступлении события, произошедшего на территории Российской Федерации, имеющего признаки страхового случая, страхователь обязан незамедлительно, как это стало ему известно, направить письменное извещение Страховщику: Страховщик ЗАО «Страховая Компания ЭЙС». Тел.: + 7(495) 589-22-27 Факс: + 7(495) 589-22-28

E-mail: [Russia.Claims@acegroup.com](mailto:Russia.Claims@acegroup.com)

#### 11. ТЕРРИТОРИАЛЬНЫЕ ИСКЛЮЧЕНИЯ:

Настоящее страхование не предоставляет покрытия лицам, являющимся гражданами, резидентами, юридическими лицами, зарегистрированными на территории следующих стран: Иран, Куба, Сирия, Северный Судан, Северная Корея, Ливия, Ирак, Афганистан.

#### 12. ОГОВОРКА О САНКЦИЯХ:

В том случае, если предоставление страхового покрытия, выплата страхового вознаграждения или возмещения по страховому требованию на основании настоящего Договора страхования нарушает какие-либо постановления ООН или торгово-экономические санкции, законы или нормативные акты Европейского Союза, Великобритании, Российской Федерации или Соединенных Штатов Америки, такое обязательство о предоставлении страхового покрытия, вознаграждения или возмещения становится недействительным.

#### 13. ИЗМЕНЕНИЕ УСЛОВИЙ ДОГОВОРА, ПРОЧИЕ ПОЛОЖЕНИЯ:

Все изменения/дополнения к условиям настоящего договора либо Условиям страхования в период действия настоящего договора могут вноситься по соглашению Сторон с письменного заявления Страхователя путём оформления Страховщиком соглашения об изменениях/дополнениях к договору, которые после их подписания становятся неотъемлемой частью настоящего договора.

Настоящий договор составлен на основании устного заявления Страхователя, Условий страхования

The contact number of **Europ Assistance** for Insured persons that are **out of Russian Federation territory** is: +7 (495) 787 21 78

#### 10. NOTIFICATION OF LOSS:

In the event that has happened **on the territory of Russian Federation** hereby insured immediate written notice by fax or by e-mail should be given to Insurer:

Insurer CJSC "Insurance Company ACE".  
Tel.: + 7(495) 589-22-27  
Fax: + 7(495) 589-22-28

E-mail: [Russia.Claims@acegroup.com](mailto:Russia.Claims@acegroup.com)

#### 11. TERRITORIAL EXCLUSIONS

Present insurance does not provide coverage to individuals, being citizens, residents, and to entities registered at the territory of the following countries: Iran, Cuba, Syria, North Sudan, North Korea, Libya, Iraq, Afghanistan.

#### 12. SANCTIONS CLAUSE:

Whenever coverage, benefit or claim payment provided by this policy would be in violation of the United Nations Resolutions or the trade and economic sanctions, laws or regulations of the European Union, United Kingdom, Russian Federation or United States of America, such coverage, benefit or claim payment shall be null and void.

#### 13. AMENDMENT. MISCELLANEOUS:

This contract or the Insurance Terms and Conditions shall be amended throughout the effective period hereof as agreed by the Parties based on the Policyholder's written application by the Insurer executing an agreement on the amendments to the contract which shall constitute an integral part hereof after this contract is signed.

This contract has been drawn up based on the Policyholder's oral application, Insurance Terms and Conditions (Annex 1 hereto) and the Comprehensive

(Приложение 1 к настоящему договору), Правил комплексного страхования путешествующих и Правил страхования от несчастного случая и болезней ЗАО «Страховая Компания ЭЙС».

Подписывая настоящий договор, Страхователь подтверждает, что на момент подписания договора ему ничего не известно о любых произошедших событиях, которые могли бы или могут быть признаны страховыми случаями в рамках настоящего договора.

Настоящий договор составлен на двух языках, в случае каких-либо противоречий между русской и английской версией русская версия prevails и подлежит конечному применению.

**ОТ ИМЕНИ СТРАХОВАТЕЛЯ**  
On behalf of the Policyholder

Генеральный директор / General Director

Страховой полис и Условия страхования Страхователю вручены/  
Insurance Policy and Insurance Terms and Conditions delivered to the Policyholder

\_\_\_\_\_  
М.П. /Seal  
Сомов С.В./ Somov S.V.

Travel Insurance Rules and Personal Accident and Illness Rules of CJSC ACE Insurance Company.

By signing this contract, the Policyholder is confirming that at the time of signing the contract Policyholder is not aware of any past events that might be recognized as an insured event under this contract.

This Contract has been drawn up in two languages; in case of any discrepancy between the Russian and English versions the Russian version shall prevail and be finally applied.

**ОТ ИМЕНИ СТРАХОВЩИКА**  
On behalf of the Insurer

Руководитель отдела страхования от несчастного случая / Accident and Health Manager

На основании Доверенности № 184-11/2014 от 10.11.2014/ In accordance with Power of Attorney No. 184-11/ 2014 dated November 10, 2014

\_\_\_\_\_  
М.П./Seal  
Еганова Е.Ю./ E.Y. Eganova





**Attachment 1 to the Insurance contract № RUBBBA05072  
Приложение № 1 к Договору страхования № RUBBBA05072**

**Условия страхования / Insurance Terms and Conditions**

01 января 2015 года / January 01, 2015

Russia, Moscow / Россия, Москва

**1. ОБЪЕКТ СТРАХОВАНИЯ**

Объектом страхования являются не противоречащие законодательству Российской Федерации имущественные интересы застрахованного лица, выезжающего за пределы постоянного места жительства в связи с направлением такого лица работодателем в поездку с целью выполнения им служебных обязанностей вне места или страны постоянного проживания, и связанные с рисками, указанными в договоре страхования.

**1. INSURED ITEM**

The insured item shall be the property interests of the Insured person travelling away from his/her permanent residence when sent by the employer on a business trip away from his/her place or country of permanent residence and related to the risks specified in the insurance contract, which are not contrary to the laws of the Russian Federation.

**2. СТРАХОВАЯ СУММА, ОБЪЕМ СТРАХОВОГО ПОКРЫТИЯ**

**2. INSURED AMOUNT, SCOPE OF INSURANCE COVERAGE**

**Секция 1. Страхование путешественников**

**Section 1. Travel insurance**

Risk / Риск	Sum Insured, USD/ Страховая сумма, долл.США	
1. Risk of incurring unforeseen expenses when travelling / Риск возникновения непредвиденных расходов в поездке*	4 000 000	
1.1a Medical expenses related to outpatient treatment / Медицинские расходы по амбулаторному лечению		75 000
1.1b Medical expenses related to inpatient treatment, total for all cases, not more than / Медицинские расходы по стационарному лечению, за все случаи, не более		75 000
1.2 Expenses related to emergency dental care, for one case, not more than / Расходы на экстренную стоматологическую помощь, за один случай, не более		200
1.3 Medical transportation expenses / Расходы по медицинской транспортировке		75 000
1.4 Expenses related to the repatriation of remains / Расходы по посмертной репатриации		75 000
1.5 Transportation expenses / Транспортные расходы		75 000
1.6 Expenses related to the loss or theft of documents, not more than / Расходы при потере или хищении документов, не более		2 250
1.7 Legal assistance expenses, total for all cases, not more than / Расходы по оказанию юридической помощи, за все случаи, не более		75 000
1.8 Expenses due to a delayed or cancelled flight, for one case, not more than / Расходы в случае задержки отправки рейса или его отмены, за один случай, не более		75
1.9 Expenses in case of refusal to board, total for all cases, not more than / Расходы в случае отказа в посадке на рейс, за все случаи, не более	30 000	
1.10 Expenses in case of a missed transit flight, total for all cases, not more than / Расходы в случае пропущенного транзитного рейса, за все случаи, не более		

1.11 Expenses in case of delayed luggage, total for all cases, not more than / Расходы в случае задержки багажа, за все случаи, не более	3 000	
2. Risk of incurring expenses related to the travel cancellation or change of the period of stay away from the permanent residence / Риск возникновения расходов, связанных с отменой поездки или изменения сроков пребывания за пределами постоянного места жительства		15 000
3. Risk of the insured person incurring an obligation to indemnify for the bodily injuries and/or property damage to third parties / Риск возникновения обязанности застрахованного лица возместить вред, причиненный жизни, здоровью и/или имуществу третьих лиц		5 000 000
4. Risk of loss (destruction) of or damage to the luggage (personal belongings) / Риск гибели (уничтожения), утраты (пропажи), повреждения багажа (личных вещей)		15 000
4.1 Risk of loss (destruction) of or damage to the luggage (personal belongings), per one item, not more than / Риск гибели (уничтожения), утраты (пропажи), повреждения багажа (личных вещей), за один предмет, не более	3 000	

\* - По настоящему договору не подлежат возмещению любые непредвиденные расходы, связанные с получением любых медицинских услуг во время поездки застрахованного лица внутри страны постоянного проживания. Страховые суммы указаны в долларах США. Страховое возмещение производится в рублях по курсу ЦБ РФ на день проведения транзакции (операции).

## Секция 2. Страхование от несчастного случая

Страховое покрытие действует только во время служебных поездок.

Индивидуальная страховая сумма для каждого застрахованного лица устанавливается в размере: 2.000.000 долл. США

Совокупная страховая сумма в рамках страхования от несчастного случая по настоящему договору устанавливается в размере: 10.000.000 долл. США

Размер страховой выплаты по каждому страховому случаю определяется в соответствии с Таблицей S в процентном соотношении к индивидуальной страховой сумме.

\* - The Insured person shall not be indemnified hereunder for unforeseen expenses related to receiving any medical services when travelling in the country of permanent residence.

Insurance amounts are specified in US dollars. The insurance indemnity shall be paid in Russian roubles at the exchange rate of the Central Bank of the Russian Federation as of the date of the transaction.

## Section 2. Personal accident insurance

Coverage effective time: while on Business Travel Only.

Individual insurance amount for each insured person is set at: USD2,000,000.

The aggregate insurance amount under personal accident section on this contract is set at: USD10,000,000.

The insurance payments per claim determined in accordance with Table S as the percentage of individual insurance amount.





**Таблица “S”: / Table “S”:**

1	Смерть застрахованного лица / Death	100%
2	Постоянная полная утрата застрахованным лицом трудоспособности / Permanent Total Disablement	100%
3	Травмы (состояния), наступившие в результате несчастного случая, и ведущие к постоянной нетрудоспособности / Permanent Disabling Injuries	
3.1	Утрата одной или более конечностей / Loss of one or more limbs	100%
3.2	Утрата зрения в одном или обоих глазах / Loss of sight in one or both eyes	100%
3.3	Потеря речи / Loss of speech	100%
3.4	Полная глухота (потеря слуха) на оба уха / Loss of hearing in both ears	100%
3.5	Полная глухота (потеря слуха) на одно ухо / Loss of hearing in one ear	25%

**3. ЯЗЫК ДОКУМЕНТА**

Настоящие Условия составлены на двух языках, в случае каких-либо противоречий между русской и английской версией Условий русская версия Условий имеет большую силу и подлежит применению.

**ОТ ИМЕНИ СТРАХОВАТЕЛЯ**

On behalf of the Policyholder

Генеральный директор/ General Director

Страховой полис и Условия страхования Страхователю вручены/ Insurance Policy and Insurance Terms and Conditions delivered to the Policyholder

\_\_\_\_\_  
М.П. /Seal

Сомов С.В./Somov S.V.

**3. LANGUAGE**

These Rules have been drawn up in two languages; in case of any discrepancy between the Russian and English versions of the Rules the Russian version shall prevail and be finally used.

**ОТ ИМЕНИ СТРАХОВЩИКА**

On behalf of the Insurer

Руководитель отдела страхования от несчастного случая / Accident and Health Manager

На основании Доверенности № 184-11/2014 от 10.11.2014/ In accordance with Power of Attorney No. 184-11/ 2014 dated November 10, 2014



\_\_\_\_\_  
М.П./Seal  
Еганова Е.Ю./ E.Y. Eganova

**Attachment 2 to the Insurance contract № RUBBBA05072**  
**Приложение № 2 к Договору страхования № RUBBBA05072**

**Список застрахованных лиц / List of insured persons**

01 января 2015 года / January 01, 2015

Russia, Moscow / Россия, Москва

По настоящему договору страхования страховое покрытие распространяется только на следующих застрахованных лиц:

Under this insurance contract insurance coverage is only applicable to the following insured persons:

# пп	Name/Russian	Name/English	Sex/ Пол	Date of birth / Дата рождения
1	Алисейко Светлана Валентиновна	Aliseyko Svetlana	ж / f	18.07.1959
2	Авраменко Сергей Александрович	Avramenko Sergey	м / m	27.05.1973
3	Алымов Юрий Владимирович	Alymov Yuri	м / m	27.09.1979
4	Анастасьевская Виктория Николаевна	Anastasyevskaya Viktoriya	ж / f	01.09.1990
5	Андреев Сергей Юрьевич	Andreev Sergey	м / m	24.04.1981
6	Андрианов Олег Зотикович	Andrianov Oleg	м / m	13.01.1967
7	Антонов Дмитрий Сергеевич	Antonov Dmitry	м / m	20.09.1982
8	Бабинцев Андрей Витальевич	Babintsev Andrey	м / m	23.01.1986
9	Баховский Вячеслав Вадимович	Bakhovsky Vyacheslav	м / m	23.06.1992
10	Башкирова Ирина Юрьевна	Bashkirova Irina	ж / f	29.07.1957
11	Беляев Владимир Владимирович	Belyaev Vladimir	м / m	05.02.1982
12	Бобков Павел Геннадьевич	Bobkov Pavel	м / m	22.04.1992
13	Бритвин Альберт Александрович	Britvin Albert	м / m	01.05.1980
14	Былинкин Дмитрий Александрович	Bylinkin Dmitry	м / m	20.04.1978
15	Васюнин Дмитрий Александрович	Vasiounin Dmitry	м / m	24.03.1977
16	Веселова Наталья Николаевна	Veselova Natalia	ж / f	12.10.1985
17	Виштал Андрей Николаевич	Vishtal Andrey	м / m	15.05.1973
18	Выдолоб Геннадий Михайлович	Vydolob Gennady	м / m	30.05.1954
19	Герасимова Светлана Игоревна	Gerasimova Svetlana	ж / f	23.04.1979
20	Гриценко Олег Валериевич	Gritsenko Oleg	м / m	25.06.1977
21	Гудков Дмитрий Николаевич	Gudkov Dmitry	м / m	24.06.1989
22	Гужова Ирина Владиленовна	Guzhova Irina	ж / f	05.09.1966
23	Демидова Юлия Брониславовна	Dimidova Julia	ж / f	15.09.1974
24	Дягилев Виктор Ильич	Dyagilev Victor	м / m	22.08.1992
25	Евстигнеев Сергей Владимирович	Yevstigneev Sergey	м / m	09.08.1973
26	Ефишин Алексей Юрьевич	Efishin Alexey	м / m	24.12.1981
27	Ефишина Людмила Борисовна	Efishina Ludmila	ж / f	13.07.1981



28	Зайцев Владимир Викторович	Zaitsev Vladimir	м / м	15.09.1973
29	Зеленцова Ирина Васильевна	Zelentsova Irina	ж / f	11.02.1982
30	Иванов Алексей Александрович	Ivanov Aleksei	м / м	23.01.1990
31	Калашников Вячеслав Сергеевич	Kalashnikov Vyacheslav	м / м	04.11.1980
32	Керре Александр Леонидович	Kerre Alexander	м / м	12.03.1981
33	Кириллова Евгения Вячеславовна	Kirillova Evgeniya	ж / f	09.12.1973
34	Ковлига Светлана Александровна	Kovliga Svetlana	ж / f	22.06.1979
35	Козлова Надежда Юрьевна	Kozlova Nadezhda	ж / f	28.01.1951
36	Кондратьев Сергей Александрович	Kondratiev Sergey	м / м	11.07.1964
37	Корнилов Александр Иванович	Kornilov Alexander	м / м	25.05.1950
38	Королев Василий Владимирович	Korolev Vasily	м / м	17.07.1986
39	Кудяков Алексей Андреевич	Kudyakov Alexei	м / м	28.11.1990
40	Кузнецов Сергей Викторович	Kuznetsov Sergey	м / м	08.06.1992
41	Кульков Евгений Александрович	Kulkov Evgeniy	м / м	27.05.1987
42	Купарев Сергей Иванович	Kuparev Sergey	м / м	15.08.1980
43	Курмакаева Юлия Юсуповна	Kurmakaeva Yulia	ж / f	05.05.1981
44	Латышев Валерий Владимирович	Latyshev Valery	м / м	25.04.1978
45	Лескова Любовь Анатольевна	Leskova Lubov	ж / f	06.09.1956
46	Малашевич Денис Борисович	Malashevich Denis	м / м	27.05.1981
47	Мальков Андрей Евгеньевич	Malkov Andrey	м / м	15.07.1977
48	Манукян Арам Альбертович	Manukyan Aram	м / м	03.08.1988
49	Милютин Сергей Владимирович	Milyutin Sergey	м / м	17.03.1977
50	Михайлов Виктор Михайлович	Mikhailov Viktor	м / м	13.09.1951
51	Морозова Анна Сергеевна	Morozova Anna	ж / f	13.04.1984
52	Мотов Михаил Владимирович	Motov Mikhail	м / м	23.06.1974
53	Назарова Ольга Олеговна	Nazarova Olga	ж / f	14.01.1974
54	Никитенко Никита Георгиевич	Nikitenko Nikita	м / м	16.02.1992
55	Никончук Сергей Владимирович	Nikonchuk Sergey	м / м	26.02.1974
56	Петрин Андрей Петрович	Petrin Andrey	м / м	12.03.1962
57	Прядкина Любовь Николаевна	Pryadkina Lubov	ж / f	03.02.1989
58	Равилов Михаил Фяритович	Ravilov Mikhail	м / м	01.02.1977
59	Рахубовский Андрей Алексеевич	Rahubovskiy Andrey	м / м	28.03.1955
60	Розенфельд Владимир Павлович	Rozenfeld Vladimir	м / м	29.11.1973
61	Романов Игорь Михайлович	Romanov Igor	м / м	06.05.1969
62	Рыбакова Ирина Олеговна	Rybakova Irina	ж / f	14.02.1962
63	Рыжов Александр Алексеевич	Rizhov Alexander	м / м	31.03.1983

64	Рябченков Сергей Сергеевич	Ryabchenkov Sergey	м / м	29.09.1979
65	Семенов Михаил Юрьевич	Semenov Mikhail	м / м	13.02.1970
66	Семенов Олег Юрьевич	Semenov Oleg	м / м	02.04.1970
67	Семёнова Юлия Анатольевна	Semenova Julia	ж / ф	24.12.1982
68	Сибэгатуллина Ольга Олеговна	Sibagatullina Olga	ж / ф	02.08.1985
69	Симонов Илья Владимирович	Simonov Ilya	м / м	01.07.1983
70	Слезкин Владимир Валентинович	Slezkin Vladimir	м / м	09.12.1974
71	Слынько Валентин Петрович	Slynko Valentin	м / м	30.05.1937
72	Смирнов Юрий Геннадьевич	Smirnov Yuri	м / м	08.07.1966
73	Соколова Елена Владимировна	Sokolova Elena	ж / ф	09.02.1984
74	Солдатов Александр Петрович	Soldatov Alexander	м / м	25.11.1977
75	Соловьев Андрей Владимирович	Solovyov Andrey	м / м	23.08.1992
76	Сомов Сергей Викторович	Somov Serhey	м / м	02.10.1955
77	Сомова Елена Валентиновна	Somova Elena	ж / ф	29.04.1982
78	Сорокин Тимофей Михайлович	Sorokin Timofey	м / м	09.03.1981
79	Сотников Михаил Анатольевич	Sotnikov Mikhail	м / м	03.11.1972
80	Сперанский Вадим Евгеньевич	Speransky Vadim	м / м	03.09.1992
81	Старков Алексей Викторович	Starkov Alexey	м / м	13.10.1988
82	Сухарев Сергей Александрович	Sukharev Sergey	м / м	20.12.1982
83	Сухарева Юлия Михайловна	Sukhareva Yulia	ж / ф	16.07.1985
84	Сынгаевский Василий Алексеевич	Syngaevsky Vasily	м / м	13.05.1968
85	Титов Юрий Александрович	Titov Yuri	м / м	02.10.1990
86	Топузов Игорь Георгиевич	Topouzov Igor	м / м	19.10.1953
87	Трещановский Кирилл Александрович	Treshchanovski Kirill	м / м	12.03.1979
88	Филатова Светлана Анатольевна	Filatova Svetlana	ж / ф	27.01.1965
89	Фоминых Сергей Васильевич	Fominykh Sergey	м / м	12.09.1956
90	Ходаков Алексей Владимирович	Hodakov Alexey	м / м	30.01.1980
91	Хухлина Анастасия Андреевна	Khukhlina Anastasiya	ж / ф	15.10.1992
92	Шевченко Евгений Александрович	Shevchenko Evgeny	м / м	15.03.1975
93	Ширяев Алексей Владимирович	Shiryayev Alexey	м / м	27.03.1982
94	Шомахмадов Фируз Парвизович	Shomahmadov Firuz	м / м	16.04.1989
95	Шувалов Денис Сергеевич	Shuvalov Denis	м / м	16.10.1978
96	Шумилов Ефим Андреевич	Shumilov Efim	м / м	03.09.1992
97	Шурчков Сергей Олегович	Shurchkov Sergey	м / м	20.12.1954
98	Эзенкин Александр Андреевич	Ezenkin Aleksandr	м / м	30.01.1989
99	Энкович Владимир Александрович	Encovich Vladimir	м / м	11.08.1956

100	Юзов Роман Сергеевич	Yuzov Roman	м / м	27.08.1977
101	Яковлев Александр Валерьевич	Yakovlev Alexander	м / м	17.10.1988
102	Яшкина Оксана Валерьевна	Yashkina Oksana	ж / f	11.11.1977

В рамках настоящего договора Страховщиком по запросу Страхователя могут быть выпущены и выданы индивидуальные страховые сертификаты.

As a part of this contract Insurer may issue Individual certificates at the request of the Insured.

**ОТ ИМЕНИ СТРАХОВАТЕЛЯ**

On behalf of the Policyholder

**ОТ ИМЕНИ СТРАХОВЩИКА**

On behalf of the Insurer

Генеральный директор / General Director

Руководитель отдела страхования от несчастного случая / Accident and Health Manager

Страховой полис и Условия страхования Страхователю вручены/ Insurance Policy and Insurance Terms and Conditions delivered to the Policyholder

На основании Доверенности № 184-11/2014 от 10.11.2014/ In accordance with Power of Attorney No. 184-11/ 2014 dated November 10, 2014

\_\_\_\_\_  
Сомов С.В. / Somov S.V. М.П. /Seal

\_\_\_\_\_  
Еганова Е.Ю./ E.Y. Eganova М.П./Seal



Date / Дата 22.01.2015

ACE Insurance Company  
 ЗАО "Страховая компания ЭИС"

Payer / Плательщик: Freescale Semiconductor LLC / ООО "Фрискейл Семикондактор"			
Policy / Полис № RUBBBA05072	Insured / Страхователь Freescale Semiconductor LLC / ООО "Фрискейл Семикондактор"		
Subject of payment / Назначение платежа Insurance premium for Policy № RUBBBA05072 dated 01.01.2015 VAT free. / Страховая премия по Полису № RUBBBA05072 от 01.01.2015. НДС не облагается.			
Legal address/ Юридический адрес Savelkinskiy proezd, Bldg 4, Floor 15 Moscow 124489, Russia/ Савелкинский проезд, корп 4, этаж 15 Москва 124489, Россия	Renewal Date / Дата начала периода страхования 01 января 2015 года	Expiration Date / Дата окончания периода страхования 31 декабря 2015 года	
Currency/ Валюта USD	Premium Amount Due / Премия, подлежащая оплате 1 593,00	VAT free / НДС не облагается -	Total Amount / ИТОГО 1 593,00
Due to payment/ Всего к оплате:		One thousand five hundred ninety three 00/100 USD / Одна тысяча пятьсот девяносто три 00/100 ДоллараСША	
Recipient / Получатель:			
Address CJSC "ACE Insurance Company" Moscow office Legal / Post address: 119034, Moscow Barykovskiy per., 2	ЗАО «Страховая Компания ЭИС»  Юридический / Почтовый адрес: 119034, Москва Барыковский пер., 2	Bank Details INN 7710560458 KPP 775001001 Acc.№40701810500701328027 with CJSC CB "Citibank", Moscow Corr. Acc.№30101810300000000202 BIC 044525202 ОКВЭД: 66.03 ОКПО: 74663093	Банковские реквизиты ИНН 7710560458 КПП 775001001 р/с 40701810500701328027 в ЗАО КБ "Ситибанк", г. Москва к/с 30101810300000000202 БИК 044525202 ОКВЭД: 66.03 ОКПО: 74663093
Premium payment conditions/ Условия оплаты премии	1. Commissions and charges withheld for the insurance premium transfer by both the authorised bank and the correspondent bank to be at the originator's expense / Комиссия и расходы уполномоченного банка, а также комиссия и расходы банка-корреспондента по перечислению страховой премии за счет плательщика. 2. Please indicate Policy number and Premium Invoice number in your payment order / Пожалуйста, укажите в платёжном поручении номер Полиса и счёта. 3. In case the insurance premium is set up in a foreign currency, the payment is effected in Russian Roubles according to the official Central Bank exchange rate at the date of payment / В случае если страховая премия установлена в иностранной валюте, платёж осуществляется в российский рубль по курсу ЦБ РФ на дату платежа. 4. The Insurer has the right to cancel the insurance agreement unilaterally if advised the Insured in writing of unilateral refusal to perform the insurance agreement unless otherwise stipulated in the agreement, should the full premium or any of installments in case of payment by installments be not paid within the terms stipulated in the insurance agreement as premium payment date. The insurance agreement shall be deemed cancelled from the date stipulated in the written notice of the Insurer, but in any case not earlier than 15 days after the date of sending of this notice from the Insurer to the Insured. Whereby the Insurer has the right for the part of the insurance premium, calculated proportionally for the duration of the insurance agreement. The Insurer has the right to offset an amount of the unpaid premium when paying indemnification to the Insured (Beneficiary), if insured event takes place before the cancellation of the insurance agreement. При неуплате единовременной премии или очередной ее части (при уплате премии в рассрочку), в срок, установленный в договоре, как дата уплаты премии, или оплаты ее в меньшей сумме, чем предусмотрено договором, Страховщик оставляет за собой право расторгнуть договор в одностороннем порядке, письменно уведомив Страхователя об одностороннем отказе от исполнения договора, если договором не предусмотрено иное. Договор будет считаться расторгнутым с даты, указанной в письменном уведомлении Страховщика, но в любом случае не ранее 15 календарных дней с даты направления Страховщиком данного уведомления Страхователю. При этом Страховщик имеет право на часть страховой премии, рассчитанной пропорционально сроку действия договора страхования. В случае наступления страхового случая до момента расторжения договора, Страховщик имеет право зачесть сумму неоплаченной страховой премии при выплате страхового возмещения Страхователю (Выгодоприобретателю).		
To be paid before/ Подлежит оплате до	15.02.2015		
Name person who signed and stamped/ ФИО, подпись, М.П.	A&H Manager / Руководитель отдела страхования от несчастного случая E.Y. Eganova/ Еганова Е.Ю.		

