

Berkley Life and Health Insurance Company

Urbandale, Iowa
Underwriting Office:
2445 Kuser Road, Suite 201
Hamilton Square, NJ 08690



Blanket Accident Certificate

Policyholder: PG&E Corporation and all subsidiaries, affiliates and divisions as now exist or may hereafter ber created

Policyholder Address: 245 Market Street, San Francisco, CA - 94105

Policy Number: BTA L019200033801

Effective Date: January 1, 2023

State of Issue: California

The Policy is a legal contract between the Policyholder and **Berkley Life and Health Insurance Company** (herein referenced as “the Company”). The Company agrees to provide insurance to the Policyholder, in exchange for the payment of the required premium. Coverage is subject to the terms and conditions described in the Policy.

The Policy and the coverage provided by it become effective at 12:01 A.M. at the address of the Policyholder on the Policy Effective Date shown above. It continues in effect in accordance with the provisions set forth in the Policy.

About This Certificate. This Certificate describes accident insurance the Company provides to Covered Persons under the Blanket Policy (herein called the Policy) issued to the Policyholder.

The Policy is governed by the laws of the state where it was delivered.

Signed for the Company:

A handwritten signature in black ink, appearing to be 'L. M. ...'.

President

A handwritten signature in black ink that reads 'Philip S. Welt'.

Secretary

**THIS IS A BLANKET ACCIDENT INSURANCE CERTIFICATE.
THE POLICY DOES NOT PAY BENEFITS FOR LOSSES CAUSED BY SICKNESS.**

THE POLICY PROVIDES LIMITED COVERAGE.

PLEASE READ THE CERTIFICATE CAREFULLY.

TABLE OF CONTENTS

<u>Title</u>	<u>Page</u>
SCHEDULE OF BENEFITS.....	3
DEFINITIONS.....	5
ELIGIBILITY FOR INSURANCE	7
EFFECTIVE DATE OF INSURANCE	7
TERMINATION DATE OF INSURANCE.....	7
HAZARDS INSURED AGAINST	8
DESCRIPTION OF BENEFITS.....	11
EXCLUSIONS	13
CLAIMS PROVISIONS.....	13
GENERAL POLICY PROVISIONS.....	14

SCHEDULE OF BENEFITS

POLICYHOLDER: PG&E Corporation and all subsidiaries,
affiliates and divisions as now exist or may hereafter be created

POLICYHOLDER ADDRESS: 245 Market Street, San Francisco, CA – 94105

POLICY EFFECTIVE DATE: January 1, 2023

POLICY NUMBER: BTA L019200033801

POLICY PERIOD: January 1, 2023 through January 1, 2024

CLASSES OF ELIGIBLE PERSONS:

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

Class 1: All PG&E Employees while riding in Policyholder owned, leased, operated or contracted helicopters performing their job duties.

AGGREGATE LIMIT OF LIABILITY

Benefit Maximum	\$3,000,000.00
Applies During	Per Covered Accident
Applies To	Accidental Death & Dismemberment and Coma Benefits

ELIGIBILITY WAITING PERIOD: None

HAZARDS INSURED AGAINST:

<u>Class</u>	<u>Principal Sum</u>	<u>Hazard Description</u>	<u>Benefit Name</u>
Class 1	\$1,000,000.00	Full Occupational Coverage Owned Aircraft (Business Travel Only) Pilot and Crew Coverage	Accidental Death Benefit, Accidental Dismemberment Benefit, Home Alteration and Vehicle Modification Benefit, Rehabilitation Expense Benefit, Severe Burn Benefit

ACCIDENTAL DEATH AND DISMEMBERMENT BENEFITS

Principal Sum for All Classes: As stated in the chart above

Time Period for Loss: 365 days

Age-based Reductions: None

ADDITIONAL ACCIDENT BENEFITS

Any benefits payable under these Additional Accident Benefits shown below are paid in addition to any Accidental Death and Dismemberment benefits payable, unless otherwise excluded or indicated under the terms, conditions, and exclusions of the Policy.

Applies to Class	Benefit	Benefit Amount/Details
All	Home Alteration and Vehicle Modification Benefit	10% of the Principal Sum subject to a maximum of \$25,000.00
All	Rehabilitation Expense Benefit Maximum Benefit Amount	10% of Principal Sum subject to Maximum of \$25,000.00
All	Severe Burn Benefit	10% of Principal Sum subject to Maximum of \$25,000.00
	<u>Severe Burn of at least:</u> 75-100% Body Disfigurement: 50-74% Body Disfigurement: 25-49% Body Disfigurement:	100% of Principal Sum 50% of Principal Sum 50% of Principal Sum

DEFINITIONS

The male pronoun includes the female whenever used.

For the purposes of the Policy and this Certificate the capitalized terms used herein are defined as follows:

ACCIDENT means a sudden, unexpected event that results in Injury to the Covered Person.

ACTIVELY AT WORK means the Covered Person is present at his/her usual place of employment with the Policyholder, or is at another location as assigned or directed by the Policyholder, and is mentally and physically capable of performing the regular duties of the job for which he or she is employed. On any day that is not a Covered Person's regularly scheduled work day (vacation, personal days, and weekends/holidays) the Covered Person will be considered Actively at Work on such day provided he or she is not absent due to any type of leave and was Actively at Work on his/her last regularly scheduled work day. A Covered Person who usually performs the regular duties of his/her job at their home is considered Actively at Work if they meet all the above requirements and could work at the Policyholder's usual place of employment if required to do so.

BENEFIT PERIOD means the period of time, as stated on the Schedule of Benefits, between the date of the Accident causing the Injury for which benefits are payable and the date after which no further benefits will be paid.

CHILD means the Covered Person's natural child, adopted child (or child placed in the Covered Person's home for purposes of adoption), foster child, stepchild, or other child for whom the Covered Person has legal guardianship (proof will be required). A child must reside with the Covered Person in a parent-child relationship and be eligible to be claimed as an exemption on the Covered Person's federal income tax return. NOTE: In the event the Covered Person shares physical custody of the child with another parent, the requirement that the child reside with the Covered Person will be waived.

COVERED ACCIDENT means an Accident that occurs while coverage is in force for a Covered Person.

COVERED LOSS or COVERED LOSSES means an accidental death, dismemberment or other Injury covered under the Policy and indicated on the Schedule of Covered Losses.

COVERED PERSON means an eligible person who is within the covered class(es) listed in the Policy, and for whom the required premium is paid when due.

HOSPITAL means an institution that:

- 1) operates as a Hospital pursuant to law for the care, treatment and providing 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 Physicians available at all times;
- 4) provides organized facilities for diagnosis, treatment and surgery, either
 - a) on its premises; or
 - b) 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.

We will not deny a claim for services solely because the Hospital lacks major surgical facilities and is primarily of a rehabilitative nature, if such rehabilitation is specifically for the treatment of a physical disability, and the Hospital is accredited by any one of the following:

- 1) the Joint Commission of Accreditation of Hospitals; or
- 2) the American Osteopathic Association; or
- 3) the Commission on the Accreditation of Rehabilitative Facilities.

IMMEDIATE FAMILY means the Covered Person's parent, grandparent, spouse, child(ren) (includes legally adopted or step child(ren), brother, sister, step-child(ren), grandchild(ren), or in-laws.

INJURY means bodily injury caused by the direct result of an accident occurring while the Policy is in force as to the person whose injury is the basis of the claim which results, directly and independently of all other causes, in a loss.

MEDICALLY NECESSARY means a treatment, service or supply that is:

- (1) required to treat an Injury;
- (2) prescribed or ordered by a Physician or furnished by a Hospital;
- (3) performed in the least costly setting required by the condition;
- (4) consistent with the medical and surgical practices prevailing in the area for treatment of the condition at the time rendered.

The purchasing or renting air conditioners; air purifiers, motorized transportation equipment, escalators or elevators in private homes, swimming pools or supplies for them; and general exercise equipment are not considered 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, at Our discretion, consider the cost of the alternative to be the Covered Expense.

PHYSICIAN means a person who is a qualified practitioner of the healing arts, including a chiropractor and a dental practitioner. As such, he or she must be acting within the scope of his/her license under the laws in the state in which he or she practices and providing only those medical services which are within the scope of his/her license or certificate. It does not include a Covered Person, a Covered Person's spouse, son, daughter, father, mother, brother or sister or other relative.

USUAL AND CUSTOMARY CHARGES 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.

WE, OUR, US means **Berkley Life and Health Insurance Company** underwriting this insurance.

YOU, YOUR, YOURS, HE or SHE means the Covered Person who meets the eligibility requirements of the Policy and whose insurance under the Policy is in force.

ELIGIBILITY FOR INSURANCE

If the Covered Person is in one of the Classes of Eligible Persons shown on the Schedule of Benefits, he or she is eligible to be covered on the Policy Effective Date or on the date he or she completes the Eligibility Waiting Period, if applicable and if later. We retain 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.

EFFECTIVE DATE OF INSURANCE

Policy Effective Date. The Policy begins on the Policy Effective Date shown in the Schedule of Benefits at 12:01 A.M. at the address of the Policyholder.

Covered Person's Effective Date

A Covered Person's coverage under the Policy begins on the later of:

- 1) the Policy Effective Date; or
- 2) the date such person becomes eligible, subject to any required waiting period, as described in the Schedule of Benefits.

Deferred Effective Date

If the Covered Person is not Actively at Work on the date coverage would otherwise be effective, Coverage will be effective on the date he or she returns to an Actively at Work status.

TERMINATION DATE OF INSURANCE

Policy Termination Date

Termination takes effect at 12:01 A.M. time at the address of the Policyholder on the date of termination. Termination by the Policyholder or by the Company will be without prejudice to any claims originating prior to the date of termination.

The Policy terminates automatically on the earlier of:

- 1) The Policy Termination Date shown in the Policy; or
- 2) The premium due date if premiums are not paid when due subject to any grace period.

Failure by the Policyholder to pay all required premiums due by the last day of the grace period shall be deemed notice by the Policyholder to the Company to terminate the Policy on the last day of the period for which premiums have been paid.

The Policy may be terminated by the Policyholder or the Company as of any premium due date or Policy Anniversary Date by giving written notice to the other at least 31 days prior to such date.

The Policyholder and the Company may terminate the Policy at any time by written mutual consent.

If premiums have been paid beyond the termination date, the Company will refund the excess; or if premiums have been paid short of the termination date, the Policyholder will owe the Company the difference.

Covered Person's Termination Date

A Covered Person's coverage under the Policy ends on the earliest of:

- 1) The date the Policy terminates;
- 2) The date the Covered Person requests, in writing, that his/her coverage be terminated;
- 3) The date the Covered Person enters full-time active duty in the armed forces of any country or international authority;
- 4) The date the Covered Person ceases to be eligible as described in the Policy provided all required premiums are paid; or
- 5) The last day of the period for which premiums have been paid

HAZARDS INSURED AGAINST

We will pay benefits described in the Policy when a Covered Person suffers a covered loss under the conditions of coverage as specified in the Hazards and/or the description of the Covered Activity shown in the Schedule of Benefits. The Classes of Eligible Persons to which a Hazard and/or a Covered Activity apply(ies) are shown in the Schedule of Benefits.

FULL OCCUPATIONAL COVERAGE

We will pay the benefits described in the Policy for an Accident which occurs while a Covered Person is:

- 1) on the Policyholders premises; or
- 2) in the course of a Covered Person's job.

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

This coverage does not include Personal Deviations by the Covered Person.

Unless otherwise stated in the Schedule of Benefits, We will pay benefits for a covered loss, only once, even if coverage was provided under more than one Hazard.

OWNED AIRCRAFT (Business Travel Only)

The Company hereby waives the exclusion in the Policy in the section entitled 'Exclusions' with regard to a Covered Person provided a Covered Person is traveling or flying (including getting in or out, on or off, or being struck or run down) as a passenger in any aircraft described below:

We will pay the benefits described in the Policy for an Accident which occurs while a Covered Person is:

- 1) riding in, or getting on or off of, a covered Aircraft; or
- 2) as a result of a Covered Person being struck by a covered Aircraft; and
- 3) on business for the Policyholder; and
- 4) in the course of the Policyholder's business.

Description of Aircraft Covered - This coverage applies only to the Aircraft described below (include year, make, model, serial number, and passenger seating capacity):

As on file with the Policyholder

This coverage also includes the temporary use of a substitute Aircraft, with no greater seating capacity, if the Aircraft described above is withdrawn from normal use due to breakdown, repair, servicing, loss or destruction.

Newly Acquired Aircraft: The premium for the Policy applies only to the Aircraft listed above. However, newly acquired aircraft acquired during the policy term may be covered, subject to the following condition:

- The Policyholder must, within 120 days after obtaining the newly acquired aircraft, submit the necessary underwriting information to Us to determine the additional risk assumed.

No coverage shall continue for more than 120 days after the Newly Acquired Aircraft is obtained unless the required report with the necessary data is supplied and the additional premium paid. Any benefits payable as the result of this provision are contingent upon premium being paid.

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;
- 3) the date a Covered Person makes a personal deviation;

"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.

Aircraft Restrictions - If the Covered Accident happens while a Covered Person is riding in, or getting on or off of, an aircraft, We will pay benefits, but only if:

- 1) he or she is riding as a passenger only, and not as a pilot or member of the crew; and
- 2) the aircraft has a valid certificate of airworthiness; and
- 3) the aircraft is flown by a pilot with a valid license; and
- 4) the aircraft is not being used for: (i) crop dusting, spraying, or seeding; sky writing; sky diving or hang gliding, racing, endurance tests, stunt or acrobatic flying; special permitted use or (ii) any operation which requires a special permit from the FAA, even if it is granted (this does not apply if the permit is required only because of the territory flown over or landed on); and
- 5) not in a military aircraft, other than transport aircraft flown by the U.S. Military Airlift Command (MAC), or a similar air transport service of another country.

Unless otherwise stated in the Schedule of Benefits, We will pay benefits for a covered loss, only once, even if coverage was provided under more than one Hazard.

CREW COVERAGE

The Company hereby waives the exclusion in the Policy and this Certificate in the section entitled 'Exclusions' with regard to a Covered Person serving as a crew member provided a Covered Person is traveling or flying (including getting in or out, on or off, or being struck or run down) as a pilot or crew member in any aircraft described below:

As on File with the Policyholder

This waiver applies only if at the time of the Accident such aircraft:

- 1) has a current valid airworthiness certificate;
- 2) is operated with the consent of the Policyholder for the purpose of traveling "on the business of the Policyholder" and/or fire-fighting, or power line patrol;
- 3) is piloted by pilots as on File with the Policyholder, provided that at the time of the Injury, he or she has a current valid license with the appropriate ratings for the aircraft(s) described above and has a minimum of 1,000 military, private or professional pilot hours (separately or combined) logged in an aircraft of the like, type and kind as described above; and
- 4) is Owned, Controlled, Chartered or Leased by or Contracted by or for the Policyholder.

Aircraft, Owned means an aircraft to which the Policyholder holds legal or equitable title. The Policyholder can use, alter, or sell the aircraft.

Aircraft, Leased means an aircraft the Policyholder does not own but utilizes for the term of a written lease. Usage will be for longer than a few days or one or two trips. The Policyholder cannot alter or sell the aircraft without consent of the owner.

Aircraft, Controlled means an aircraft the Policyholder does not own but is leased, rented or borrowed for more than 10 consecutive days during any 12-month period. The Policyholder cannot alter or sell the aircraft without consent of the owner.

Aircraft, Chartered means an aircraft the Policyholder does not own but hires for an occasional specific trip. The time the Policyholder has it may not exceed 19 consecutive days or more than 15 days in any one 12-month period. One or more aircraft hired on a regular or frequent basis are not considered chartered.

On the business of the Policyholder means while the Covered Person is on assignment or at the direction of the Policyholder for up to 365 consecutive days for the purpose of furthering its business interest but shall not include any period of time during which the Covered Person is:

- 1) working at his or her regular place of employment;
- 2) commuting to and from his/her residence and regular place of employment unless traveling to/from off-shore landing sites; or
- 3) on an authorized leave of absence or vacation.

Unless otherwise stated in the Schedule of Benefits, We will pay benefits for a covered loss, only once, even if coverage was provided under more than one Hazard.

DESCRIPTION OF BENEFITS

All benefits payable are shown in the Schedule of Benefits.

ACCIDENTAL DEATH AND DISMEMBERMENT BENEFIT

If Injury to the Covered Person results in any of the Covered Losses shown below, within the Time Period for Loss as shown in Schedule of Benefits, the Company will pay the percentage of the Principal Sum shown below for that loss. The Principal Sum is shown in the Schedule of Benefits. If multiple losses occur, only one Benefit, the largest, will be paid for all Covered Losses due to the same Covered Accident.

Schedule of Covered Losses

<u>Loss of:</u>	<u>Benefit:</u> (Percentage of Principal Sum)
Life	100%
Brain Death	100%
Quadriplegia	100%
Two or More Members	100%
One Member	50%
Hemiplegia	100%
Paraplegia	100%
Uniplegia	50%
Thumb and Index Finger of the Same Hand	25%

“Member” means Loss of Hand or Foot, Loss of Arm or Leg, Loss of Sight, Loss of Speech and Loss of Hearing. “Loss of a hand or foot” means complete severance through or above the wrist or ankle joint. “Loss of Arm or Leg” means complete Severance through or above the elbow or knee joint. “Loss of sight” means total and permanent loss of sight of one eye that is irrecoverable, including by surgical and artificial means. “Loss of speech” means total and permanent loss of audible communication that is irrecoverable by natural, surgical or artificial means. “Loss of hearing” means permanent total deafness in both ears such that it cannot be corrected by any aid or device. “Loss of thumb and index finger of the same hand” means complete severance of each through or above the metacarpophalangeal joint of both digits of the same hand. Severance means the complete separation and dismemberment of the part from the body.

“Brain Death” means irreversible unconsciousness with total loss of brain function; and complete absence of electrical activity of the brain, although the heart is still beating. “Hemiplegia” means total Paralysis of the upper and lower limbs on one side of the body. “Paraplegia” means total Paralysis of both lower limbs or both upper limbs. “Quadriplegia” means total Paralysis of both upper and lower limbs. “Uniplegia” means total Paralysis of one lower limb or one upper limb.

Aggregate Limit of Liability

The maximum amount the Company will pay for all covered losses resulting from the same Accident will not exceed the Aggregate Limit of Liability as described in the Schedule of Benefits.

If the total amount payable for all covered losses in any one Accident exceeds the Aggregate Limit of Liability, each Covered Person’s covered loss will be paid at the same ratio that the Aggregate Limit of Liability has to the total amount of all covered losses. The Company shall not be liable for amounts in excess of the Aggregate Limit of Liability.

ADDITIONAL ACCIDENT BENEFITS

Home Alteration and Vehicle Modification Benefit

We will pay this benefit when the Covered Person suffers a Covered Loss, other than 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 a Covered Loss, the Covered Person did not require the use of any adaptive devices or adaptation of residence and/or vehicle; and
- 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; and
- 3) The Covered Person requires home alteration or vehicle modification within one year of the date of the Covered Accident.

Rehabilitation Expense Benefit

If a Covered Person suffers a Covered Loss, the Company will reimburse the Covered Person, up to the Maximum Benefit Amount shown in the Schedule of Benefits, for expenses incurred within one year after the date of the Covered Accident causing such loss, per Accident, which are charged for:

- 1) physical, occupational, speech or hearing therapy, or other rehabilitation training for which measurable improvement is expected within a reasonable time; and
- 2) Medically Necessary services or supplies related to rehabilitation therapy.

The therapy, training, services or supplies must:

- 1) meet generally accepted standards of medical practice; and
- 2) be provided by or under the supervision of a Physician.

Only one Rehabilitation Expense Benefit will be paid regardless of the number of Covered Losses incurred as the result of the same Covered Accident.

The Company will not reimburse expenses:

1. for which no charge would have been made if no insurance existed;
2. in excess of the Usual and Customary Charges for similar services in the locality where the services are received (for hospital room and board charges, does not exceed the most common charge for semi-private room and board in the Hospital where the expense is incurred); or
3. as the result of an Injury caused by an Accident for which the Covered Person is entitled to benefits paid or payable by Workers' Compensation or other similar law.

Severe Burn Benefit

If a Covered Person suffers a Severe Burn as the result of an Accident, the Company will pay a benefit as shown in the Schedule of Benefits.

The determination of whether or not an area of the body is Severely Burned, and what proportion of its surface is Severely Burned, must be made by a Physician. The Company has a right, at its own expense, to have the determination verified by a Physician of the Company's choice.

Severe Burn/Severely Burned means cosmetic disfigurement of the surface of a body area due to an Injury caused by a Covered Accident that is a full-thickness or third-degree burn, as determined by a Physician. (A full-thickness or third-degree burn is the destruction of the skin through the entire thickness or depth of the dermis and possibly into underlying tissues, with loss of fluid and sometimes shock, by means of exposure to fire, heat, caustics, electricity or radiation).

Under no circumstances will the Company pay more than the Covered Person's Principal Sum for all Covered Losses combined, including this Severe Burn Benefit, which are incurred as the result of the same Covered Accident.

EXCLUSIONS

The Policy does not cover any loss resulting in whole or part from, or contributed to by, or as a natural or probable consequence of any of the following even if the immediate cause of the loss is an accidental bodily injury, unless otherwise covered under the policy by Additional Benefits:

1. Suicide, self-destruction, attempted self-destruction or intentional self-inflicted Injury while sane or insane.
2. War or any act of war, declared or undeclared.
3. Service or Active Duty in the armed forces, National Guard, military, naval or air service or organized reserve corps of any country or international organization.
4. Sickness, disease or any bacterial infection, except one that results from an accidental cut or wound or pyogenic infections that result from accidental ingestion of contaminated substances.
5. Injury caused by, contributed to or resulting from the Covered Person's use of alcohol, illegal drugs or medicines that are not taken in the dosage or for the purpose as prescribed by the Covered Person's Physician.
6. Travel or flight in or on any vehicle for aerial navigation, including boarding or alighting from:
 - i. While riding as a passenger in any aircraft not intended or licensed for the transportation of passengers; or
 - ii. While being used for any test or experimental purpose; or
 - iii. While piloting, operating, learning to operate or serving as a member of the crew thereof; or
 - iv. While traveling in any such aircraft or device which is owned or leased by or on behalf of the Policyholder or any subsidiary or affiliate of the Policyholder, or by the Covered Person.

Except as a fare paying passenger on a regularly scheduled commercial airline or as a passenger in a non-scheduled, private aircraft used for business or pleasure purposes.

CLAIMS PROVISIONS

NOTICE OF CLAIM: Written notice of death or injury must be given to the Company within 30 days after a covered loss begins or as soon as reasonably possible. Notice can be given to the Company at Health Special Risk, Inc. 8400 Belleview Drive, Suite 150 Plano, TX 75024.. Notice should include the Covered Person's name and address as well as the Policy Number. If written notice is not received within 30 days, the claim may be reduced or invalidated. However, the claim will not be reduced or invalidated if:

- 1) it can be shown that it was not possible within reason to submit notice within the 30 day period; and
- 2) it is further shown that notice was given as soon as possible.

CLAIM FORMS: When the Company receives a notice of claim, the Company will send forms for filing proof of loss. If claim forms are not sent within 15 days after receipt of such notice, Proof of Loss requirements stated below will be deemed to have been met if, within the Proof of Loss time period specified below, written proof of the nature and extent of the loss is submitted.

PROOF OF LOSS: Written proof of loss must be given to the Company within 90 days after the date of loss. If the proof of loss is not submitted within 90 day, the claim may be reduced or invalidated. However, the claim will not be reduced or invalidated if:

- 1) it can be shown that it was not possible within reason to submit notice within the 90 day period; and
- 2) it is further shown that notice was given as soon as possible, and in no event, except in the absence of legal capacity, later than one year from the time proof is otherwise required.

TIME OF PAYMENT OF CLAIMS: Benefits for loss covered by the Policy, other than benefits that require periodic payment, will be paid as soon as the Company receives proper written proof of such loss. Benefits for loss covered by the Policy that require periodic payment shall be paid monthly provided that the Company receives proper written proof of such loss.

PAYMENT OF CLAIMS: All benefits will be paid in United States currency. Loss of life benefits will be paid to the

beneficiary as described in the Designation or Change of Beneficiary provision of the Policy entitled 'General Policy Provisions'. To receive proceeds, a beneficiary must be living on the earlier of the following dates: the date the Company receives proof of the loss of life; or the 10th day after the death.

All other benefits will be paid to the Covered Person suffering the loss. If the Covered Person dies before all payments due have been made, the amount still payable will be paid to his/her beneficiary as described in the Designation or Change of Beneficiary provision of the Policy entitled 'General Policy Provisions'.

EXPOSURE AND DISAPPEARANCE: A Covered Person will be presumed to have died due to covered Injuries, if while insurance is in effect He suffers covered death due to exposure to the elements.

A Covered Person will be presumed to have died, if, while insurance is in effect and after the forced landing, stranding, sinking or wrecking of a covered vehicle:

1. He disappears; and
2. His body is not found within a year of the Accident; and
3. a valid death certificate or other legal proof of death is issued by a court of appropriate jurisdiction.

PHYSICAL EXAMINATIONS AND AUTOPSY: We have the right to have a Physician 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.

RECOVERY OF OVERPAYMENT: If benefits are overpaid, or paid in error We have the right to recover the amount overpaid or paid in error by any of the following methods.

1. A request for lump sum payment of the amount overpaid or paid in error or
2. Reduction of any proceeds payable under the Policy by the amount overpaid or paid in error.

GENERAL POLICY PROVISIONS

ENTIRE CONTRACT/CHANGES: The Policy, with the Policyholder's Master Application and all endorsements, amendments and attached papers is the entire contract between the Policyholder and the Company.

Changes to the Policy may be made at any time by an endorsement or amendment and must be agreed upon, in writing, between the Policyholder and the Company. The Company may also, upon 31 days written notice to the Policyholder, change or modify the provisions of the Policy to comply with any applicable requirements of the Internal Revenue Service and/or any state or other federal law or regulation. No agent may change this Policy or waive any of its provisions.

TIME LIMIT ON CERTAIN DEFENSES: In the absence of fraud, all statements made by the Policyholder or by a Covered Person shall be deemed representations and not warranties. No such statement shall be used to contest the Policy or reduce benefits unless contained in a signed, written application, a copy of which has been provided to the person who made the statement, or to their beneficiary or representative. No such statement will be used to contest the Policy after the Policy has been in force for two years.

CLERICAL ERROR: Clerical error in keeping any records pertaining to the coverage, whether by the Policyholder or by the Company, will not invalidate coverage otherwise validly in force nor continue coverage otherwise validly terminated, provided such clerical error is not prejudicial to the Company and is rectified promptly upon discovery.

CONFORMITY WITH STATE STATUTES: Any provision of the Policy in conflict on its effective date with the laws of the State of Issue indicated on the front page of the Policy is amended to conform to the minimum requirements of such laws.

DESIGNATION OR CHANGE OF BENEFICIARY: Each Covered Person may designate a beneficiary to whom loss of life benefits are payable. The designation shall be as follows in descending order of preference:

1. Beneficiaries designated in writing by the Covered Person for the Policy on file with the Policyholder, if any, otherwise;
2. Beneficiaries as designated in writing for any group life insurance plan or its renewals in force for the Policyholder, if any, otherwise;
3. In equal shares to the members of the first surviving class of those that follow, if any:
 - a) a Covered Person's lawful spouse, if not legally separated or divorced;
 - b) a Covered Person's natural Child, adopted Child, foster Child, stepChild, or other Child for whom the Covered Person has or had legal guardianship (proof will be required); or
 - c) a Covered Person's parents, whether natural, step or adoptive; otherwise
 - d.) a Covered Person's siblings
4. The estate of the Covered Person.

A Covered Person may change his/her beneficiary designation from time to time without the consent of the designated beneficiary by giving notice, in writing, to the Policyholder. When a request for designation or change is received by the Policyholder, it will take effect on the date of its execution, whether or not the Covered Person is living on the date it is received by the Policyholder. Any interest created by the request will be subject to any payment made or action taken before its receipt.

ASSIGNMENT: No assignment of interest in loss of life benefits shall be binding on the Company until the original or duplicate thereof is received by the Company. The Company assumes no responsibility for the validity of such assignment.

INSOLVENCY: The insolvency, bankruptcy, financial impairment, receivership, voluntary plan of arrangement with creditors, or dissolution of the Policyholder will not impose upon the Company any liability other than the liability defined in the Policy. The insolvency of the Policyholder will not make the Company liable to the creditors of the Policyholder, including Covered Persons under the Policy.

LEGAL ACTION: All Policy terms will be interpreted under the laws of the state in which the Policy was issued. No legal action may be brought to recover on the Policy within 60 days after written Proof of Loss has been furnished. No legal action may be brought after three (3) years from the time written Proof of Loss is required to be furnished.

MISSTATED DATA: The Company has relied upon the underwriting information provided by the Policyholder, its Third Party Administrator or other Agent in the issuance of the Policy. Should subsequent information become known which, if known prior to issuance of the Policy, would have affected the rates, deductibles, terms or conditions for coverage, the Company will have the right to revise the rates, deductibles, terms or conditions as of the Effective Date of issuance, by providing written notice to the Policyholder.

WAIVER: Failure of the Company to strictly enforce its rights under the Policy at any time or under any circumstance shall not constitute a waiver of such rights by the Company at any time under the same or different circumstances.

WORKERS' COMPENSATION: The Policy is not in lieu of and does not affect any requirements for coverage by any Workers' Compensation Act or similar law.