



Business Travel Accident
INSURANCE PROGRAM
Issued by
FEDERAL INSURANCE COMPANY
FOR
SALESFORCE.COM INC.

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

*Words and phrases that appear in **bold** print have special meaning and are defined in the Definitions section(s) of this policy. Defined terms include the plural.*

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

Please Read This Policy Carefully

BTA5000

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BTA5001	

Insuring Agreement

Section I

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

Policyholder's Name and Address:

SALESFORCE.COM INC.
THE LANDMARK @ ONE MARKET
SAN FRANCISCO, CA 94105
Policy Number: 9907-18-39
Effective Date: 06/01/2012
Anniversary Date: June 1

*Issued by the stock insurance company
indicated below:*

FEDERAL INSURANCE COMPANY
*Incorporated under the laws of
INDIANA*

BTA5002

Section II Policy Period and Company

Policy Period

From: 06/01/2012

To: 06/01/2015

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

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

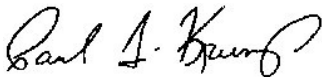
The insurance under this policy begins on the Effective Date shown in Section I of the Insuring Agreement. The insurance under this policy ends on the last day of the Policy Period shown in Section II of the Insuring Agreement.

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

Company

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

FEDERAL INSURANCE COMPANY (Incorporated under the laws of INDIANA)



President



Secretary



Authorized Representative

BTA5004

Premium Summary

Section I - Premium Due Date

06/01/2012

Section II - Premium Payment

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

Business Travel Accident

Amount Due:

\$71,475, payable in three annual installments of \$23,825

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

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

BTA5006

Schedule of Benefits

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

Policyholder's Name:
SALESFORCE.COM INC.

*Issued by the stock insurance company
indicated below:*

FEDERAL INSURANCE COMPANY
*Incorporated under the laws of
INDIANA*

BTA6000

Section I - Insured Persons

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

Class	Description
1	All active US based employees working 20 or more hours per week, including expatriates and Foundation employees.
2	All active non US based employees working 20 or more hours per week.
3	All non employee directors.

BTA6002

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

BTA6004

Section II - Qualification Period

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

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

BTA6008

Section III - Hazards

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

Class	Hazard(s)
1	24 Hour Business Travel
2	24 Hour Business Travel
3	Non-Employee Directors Business Travel

If, subject to all the terms and conditions of this policy an **Insured Person** has insurance for covered loss on the date of an **Accident**, covered under multiple **Hazards** described above, then only one **Benefit Amount** will be paid. This **Benefit Amount** shall be the largest **Benefit Amount** applicable under all such **Hazards**.

BTA6010 (Ed. 7/06)

Section IV - Benefits

A) Principal Sum

The following are **Principal Sums** for each **Class**:

Class	Hazard	Principal Sum
1	24 Hour Business Travel	Two (2) times Salary subject to a Maximum of \$1,000,000
2	24 Hour Business Travel	Two (2) times Salary subject to a Maximum of \$1,000,000
3	Non-Employee Directors Business Travel	\$200,000

BTA6012

B) Accidental Death and Dismemberment Benefits:

This benefit applies to all **Classes** of **Insured Persons**. The following are **Losses** insured and the corresponding **Benefit Amount** expressed as a percentage of the **Principal Sum**:

Class(es)

All

Accidental:	Benefit Amounts (Percentage of Principal Sum)
Loss of Life	100%
Loss of Speech and Loss of Hearing	100%
Loss of Speech and one of Loss of Hand, Loss of Foot or Loss of Sight of One Eye	100%
Loss of Hearing and one of Loss of Hand, Loss of Foot or Loss of Sight of One Eye	100%
Loss of Hands (Both), Loss of Feet (Both), Loss of Sight or a combination of any two of Loss of Hand, Loss of Foot or Loss of Sight of One Eye	100%
Quadriplegia	100%
Paraplegia	75%
Hemiplegia	50%
Loss of Hand, Loss of Foot or Loss of Sight of One Eye (Any one of each)	50%
Loss of Speech or Loss of Hearing	50%
Uniplegia	25%
Loss of Thumb and Index Finger of the same hand	25%

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

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

BTA6018

C) Additional Benefits

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

Carjacking

Class 1

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

Class 2

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

Class 3

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

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

BTA6024

Child Care Expense

Class 1

Benefit Amount 10% of the **Principal Sum** to a maximum of \$10,000 annually for each **Dependent Child**

Maximum Benefit Amount \$25,000

Class 2

Benefit Amount 10% of the **Principal Sum** to a maximum of \$10,000 annually for each **Dependent Child**

Maximum Benefit Amount \$25,000

Class 3

Benefit Amount 10% of the **Principal Sum** to a maximum of \$10,000 annually for each **Dependent Child**

Maximum Benefit Amount \$25,000

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

BTA6028

COBRA Premium Expense

Class 1

Benefit Amount 10% per year of the **Principal Sum** subject to an Annual Maximum Amount of \$10,000

Class 2

Benefit Amount 10% per year of the **Principal Sum** subject to an Annual Maximum Amount of \$10,000

Class 3

Benefit Amount 10% per year of the **Principal Sum** subject to an Annual Maximum Amount of \$10,000

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

BTA6030

Coma

Class 1

Benefit Amount 1% per month of the **Principal Sum**

Maximum Benefit Amount 100% of the **Principal Sum**

Class 2

Benefit Amount 1% per month of the **Principal Sum**

Maximum Benefit Amount 100% of the **Principal Sum**

Class 3

Benefit Amount 1% per month of the **Principal Sum**

Maximum Benefit Amount 100% of the **Principal Sum**

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

BTA6032

Home Alteration or Vehicle Modification

Class 1

Benefit Amount for **Home Alteration** \$10,000

Benefit Amount for **Vehicle Modification** \$10,000

Maximum Benefit Amount \$20,000

Class 2

Benefit Amount for **Home Alteration** \$10,000

Benefit Amount for **Vehicle Modification** \$10,000

Maximum Benefit Amount \$20,000

Class 3

- Benefit Amount** for **Home Alteration** \$10,000
- Benefit Amount** for **Vehicle Modification** \$10,000
- Maximum Benefit Amount** \$20,000

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

BTA6050

Medical Evacuation and Repatriation

Class 1

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

Class 2

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

Class 3

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

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

BTA6056 (Ed. 7/06)

Permanent Total Disability

Class 2

- Maximum Benefit Amount** (Lump Sum) 100% of the **Principal Sum** up to a maximum of \$160,000
- Elimination Period** 365 days

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

BTA6064

Psychological Therapy

Class 1

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

Class 2

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

Class 3

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

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

BTA6072

Rehabilitation Expense

Class 1

Benefit Amount \$10,000

Class 2

Benefit Amount \$10,000

Class 3

Benefit Amount \$10,000

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

BTA6074

Seat Belt and Occupant Protection Device

Class 1

Benefit Amount for Seat Belt 10% of the **Principal Sum**

Benefit Amount for Occupant Protection Device 10% of the **Principal Sum**

Maximum Benefit Amount for Seat Belt and Occupant Protection Device 20% of the **Principal Sum**

to a maximum of \$50,000

Class 2

Benefit Amount for Seat Belt 10% of the **Principal Sum**

Benefit Amount for Occupant Protection Device 10% of the **Principal Sum**

Maximum Benefit Amount for SeatBelt and Occupant Protection Device 20% of the **Principal Sum**

to a maximum of \$50,000

Class 3

Benefit Amount for Seat Belt 10% of the **Principal Sum**

Benefit Amount for Occupant Protection Device 10% of the **Principal Sum**

Maximum Benefit Amount for SeatBelt and Occupant Protection Device 20% of the **Principal Sum**

to a maximum of \$50,000

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

BTA6080

Spouse or Domestic Partner Employment Training Expense

Class 1

Benefit Amount 10% of the **Insured Person's Principal Sum** to a maximum of \$10,000

Class 2

Benefit Amount 10% of the **Insured Person's Principal Sum** to a maximum of \$10,000

Class 3

Benefit Amount 10% of the **Insured Person's Principal Sum** to a maximum of \$10,000

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

BTA6082

Temporary Total Disability

Class 2

Benefit Amount \$815

Maximum Benefit Period 104 weeks

Elimination Period 14 days

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

BTA6084

Section V - Aggregate Limit of Insurance

\$20,000,000 per **Accident**

If more than one (1) **Insured Person** suffers a **Loss** in the same **Accident**, then **We** will not pay more than the Aggregate Limit of Insurance shown above. If an **Accident** results in **Benefit Amounts** becoming payable, which when totaled, exceed the applicable Aggregate Limit of Insurance shown above, then the Aggregate Limit of Insurance will be divided proportionally among the **Insured Persons**, based on each applicable **Benefit Amount**.

BTA6088

Insurance only applies for the **Classes, Hazards, Benefits** and **Losses** that are specifically indicated as insured.

BTA6090

Hazards

Non-Employee Directors Business Travel Hazard

Non-Employee Directors Business Travel Hazard means all circumstances, subject to the terms and conditions of this policy, arising from and occurring while a **Primary Insured Person** is:

- 1) traveling to, at, or returning from the **Policyholder's** board of directors' meetings, at the **Policyholder's** authorization, direction and expense; or
- 2) on **Business Travel** or **Relocation Travel**.

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

BTA5510

24 Hour Business Travel Hazard

24 Hour Business Travel Hazard means all circumstances, subject to the terms and conditions of this policy, arising from and occurring while the **Primary Insured Person** is on **Business Travel** or **Relocation Travel**.

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

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

BTA5528

Contract

Section I - Insurance

Subject to all the terms and conditions of this policy and the payment of required premium, We will provide the following insurance:

Accidental Death and Dismemberment

We will pay the applicable **Benefit Amount**, shown in Section IV-B of the Schedule of Benefits, if an **Accident** results in a covered **Loss** not otherwise excluded. The **Accident** must result from an insured **Hazard** and occur while an **Insured Person** is insured under this policy, while it is in force. The covered **Loss** must occur within one (1) year after the **Accident**.

BTA5010

Carjacking

We will pay the **Benefit Amount** for **Carjacking**, shown in Section IV-C of the Schedule of Benefits, if an **Insured Person** suffers a covered **Loss** resulting from **Accidental Bodily Injury** due to **Carjacking**.

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

BTA5016

Child Care Expense

We will reimburse **Child Care Expenses** up to the **Benefit Amount** for **Child Care Expense**, shown in Section IV-C of the Schedule of Benefits, if **Accidental Bodily Injury** causes a **Primary Insured Person's** covered **Loss of Life**. The **Benefit Amount** for **Child Care Expense** is payable in addition to any other applicable **Benefit Amounts** payable under this policy.

This insurance applies only if the Primary Insured Person has a **Dependent Child** under the age of thirteen (13) years for whom **Child Care Expenses** are incurred within 365 days of a **Primary Insured Person's** covered **Loss of Life**.

We will reimburse **Child Care Expenses** for each eligible **Dependent Child**. However, **Our** total payment will not exceed the **Maximum Benefit Amount** for **Child Care Expense** shown in Section IV-C of the Schedule of Benefits, regardless of the number of **Dependent Children** for whom payment is made.

Child Care Expenses shall be paid to the natural person who incurs such expenses for the **Dependent Child**.

BTA5020

COBRA Premium Expense

We will reimburse **COBRA Premium Expense** up to the **Benefit Amount** for **COBRA Premium Expense**, shown in Section IV-C of the Schedule of Benefits, if **Accidental Bodily Injury** causes a **Primary Insured Person's** covered **Loss of Life**. The **Benefit Amount** for **COBRA Premium Expense** is payable in addition to any other applicable **Benefit Amounts** payable under this policy.

This insurance applies only if the Primary Insured Person has a **Spouse, Domestic Partner** or **Dependent Child**:

- 1) who is eligible under **COBRA** to continue group medical or group dental insurance under a group medical or group dental plan provided through the **Policyholder** within the time period prescribed by **COBRA**; and

- 2) who elects to continue group medical or group dental insurance under a group medical or group dental plan provided through the **Policyholder** within the time period prescribed by **COBRA**.

We will reimburse **COBRA Premium Expense** to the natural person who incurs the expense. We will reimburse the cost of **COBRA Premium Expense** on an annual basis until the earliest of:

- 1) the date the **Policyholder** ceases to provide a group medical or group dental plan;
- 2) the date the surviving **Spouse, Domestic Partner** or **Dependent Child**:
 - a) terminates **COBRA** elections;
 - b) becomes covered under any other medical or dental plan without an applicable pre-existing condition exclusion;
 - c) becomes eligible for Medicare; or
 - d) fails to make timely payment for **COBRA Premium Expense**;
- 3) the date **Our** total payments in any consecutive twelve (12) month period for **COBRA Premium Expense** equal the Annual Maximum Amount for **COBRA Premium Expense** shown in Section IV-C of the Schedule of Benefits; or
- 4) thirty six (36) months from the date of the **Primary Insured Person's** covered **Loss of Life**.

BTA5022

Coma

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

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

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

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

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

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

If an **Insured Person** dies within 365 days after the **Accident**, then **We** will pay a lump sum equal to the **Insured Person's Principal Sum**, less any **Benefit Amount** for **Coma** already paid.

BTA5024

Home Alteration or Vehicle Modification

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

- 1) a **Physician** certifies that the **Home Alteration** or **Vehicle Modification** is needed to accommodate a physical disability of an **Insured Person**;
- 2) the **Home Alteration** or **Vehicle Modification** is made by people experienced in such **Home Alteration** or **Vehicle Modification**;
- 3) the **Home Alteration** or **Vehicle Modification** is in compliance with any applicable laws or requirements for approval by the appropriate governmental authority in the jurisdiction where the services are rendered; and
- 4) the **Home Alteration** or **Vehicle Modification** expenses do not exceed the usual level of charges for similar alterations and modifications in the jurisdiction where the expenses are incurred.

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

BTA5040

Medical Evacuation and Repatriation

If an **Insured Person's Accidental Bodily Injury**, disease or illness occurs while insured under a **Hazard** and requires the **Medical Evacuation** or **Repatriation** of the **Insured Person** while the **Insured Person** is on a covered trip, then We will pay the **Covered Expenses** for such **Medical Evacuation** or **Repatriation** up to the **Benefit Amount** for **Medical Evacuation and Repatriation**, shown in Section IV-C of the Schedule of Benefits. The **Benefit Amount** for **Medical Evacuation** or **Repatriation** is payable in addition to any other applicable **Benefit Amounts** under this policy.

This insurance applies only if the covered trip:

- 1) is more than 100 miles from the **Insured Person's** primary residence; and
- 2) lasts no more than 365 consecutive days.

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

If an **Insured Person's Accidental Bodily Injury**, disease or illness occurs during an insured **Hazard** and requires **Emergency Medical Treatment** while the **Insured Person** is on a covered trip, then We will guarantee payment of the **Hospital Admission Guaranty** incurred for such **Emergency Medical Treatment** up to the **Benefit Amount** for **Hospital Admission Guaranty**, shown in Section IV-C of the Schedule of Benefits. The **Assistance Services Administrator** must approve the **Hospital Admission Guaranty**.

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

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

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

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

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

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

Political Evacuation

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

Permanent Total Disability (Lump Sum)

We will pay the **Maximum Benefit Amount** for **Permanent Total Disability (Lump Sum)** after the **Elimination Period**, both as shown in Section IV-C of the Schedule of Benefits, if an **Accidental Bodily Injury** causes a **Primary Insured Person** to suffer **Permanent Total Disability**. Payment of the **Maximum Benefit Amount** for **Permanent Total Disability (Lump Sum)** reduces the **Principal Sum** payable under this policy.

Limitation for Permanent Total Disability (Lump Sum):

Insurance for **Permanent Total Disability (Lump Sum)** does not apply to persons age seventy (70) or older on the date of the **Accident**.

BTA5054

Psychological Therapy Expense

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

- 1) such **Insured Person**; or
- 2) a **Dependent**.

The **Benefit Amount** for **Psychological Therapy Expense** is payable on an excess basis. We will determine the charge for the **Psychological Therapy Expense**. We will then reduce that amount by amounts already paid or payable by any **Other Plan**. We will pay the resulting **Benefit Amount**, but in no event will We pay more than the **Benefit Amount** for **Psychological Therapy Expense** shown in Section IV-C of the Schedule of Benefits.

The **Benefit Amount** for **Psychological Therapy Expense** will be paid:

- 1) to the natural person who incurs the expense; and
- 2) in addition to any other applicable **Benefit Amounts** under this policy.

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

- 1) the total **Benefit Amount** for **Psychological Therapy Expense**, shown in Section IV-C of the Schedule of Benefits, has been paid; or
- 2) two (2) years have elapsed from the date of a covered **Loss**.

BTA5062

Rehabilitation Expense

We will reimburse **Rehabilitation Expense** up to the **Benefit Amount** for **Rehabilitation Expense**, shown in Section IV-C of the Schedule of Benefits, if **Accidental Bodily Injury** causes a Primary Insured Person to suffer a covered **Loss** which:

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

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

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

We will pay the **Benefit Amount** for **Rehabilitation Expense** until the earlier of the date on which:

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

BTA5066

Seat Belt and Occupant Protection Device

We will pay the **Benefit Amount** for **Seat Belt** shown in Section IV-C of the Schedule of Benefits if an **Insured Person** suffers an **Accidental Bodily Injury** resulting in a covered **Loss of Life** while such **Insured Person** is operating or riding in a **Private Passenger Automobile**, and using a **Seat Belt**.

The **Seat Belt** must have been properly secured, and used in accordance with the recommendations of its manufacturer.

We will also pay the **Benefit Amount** for an **Occupant Protection Device**, shown in Section IV-C of the Schedule of Benefits, if an **Insured Person** suffers an **Accidental Bodily Injury** as set forth above and such **Insured Person** is positioned in a seat protected by a properly deployed **Occupant Protection Device**. The **Benefit Amount** for an **Occupant Protection Device** will only be paid if We pay a **Benefit Amount** for **Seat Belt** .

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

In no event will a **Benefit Amount** for **Seat Belt** be paid if an **Insured Person** is operating or riding as a passenger in any vehicle used for a race or contest of any type.

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

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

BTA5070

Spouse or Domestic Partner Employment Training Expense

We will reimburse **Spouse or Domestic Partner Employment Training Expense** up to the **Benefit Amount** for **Spouse or Domestic Partner Employment Training Expense**, shown in Section IV-C of the Schedule of Benefits, if **Accidental Bodily Injury** causes a **Primary Insured Person's** covered **Loss of Life**. The **Benefit Amount** for **Spouse or Domestic Partner Employment Training Expense** is payable in addition to any other applicable **Benefit Amounts** under this policy. We will pay the **Benefit Amount** for **Spouse or Domestic Partner Employment Training Expense** to the natural person who incurs the expense.

This insurance applies only if the surviving **Spouse or Domestic Partner** incurs **Employment Training Expense** within two (2) years following the date of the **Primary Insured Person's** covered **Loss of Life**.

In no event will **Our** total payment exceed the **Benefit Amount** for **Spouse or Domestic Partner Employment Training Expense**, shown in Section IV-C of the Schedule of Benefits.

BTA5072

Temporary Total Disability

We will pay the Weekly **Benefit Amount** for **Temporary Total Disability**, after the **Elimination Period**, both shown in Section IV-C of the Schedule of Benefits, if **Accidental Bodily Injury** causes a **Primary Insured Person** to suffer **Temporary Total Disability**. The Weekly **Benefit Amount** for **Temporary Total Disability** will be paid in addition to any other applicable **Benefit Amounts** under this policy. The Weekly **Benefit Amount** for **Temporary Total Disability** will be paid until the earliest of the date on which:

- 1) the **Primary Insured Person** dies;
- 2) the **Primary Insured Person** fails to provide Us with satisfactory evidence of a continuing **Temporary Total Disability**;
- 3) the **Primary Insured Person** no longer has a **Temporary Total Disability**; or
- 4) the Maximum Benefit Period shown in Section IV-C of the Schedule of Benefits has ended.

The Weekly **Benefit Amount** for **Temporary Total Disability** shall be subject to the following conditions:

- 1) the Weekly **Benefit Amount** for **Temporary Total Disability** shall be excess of any other valid and collectible benefits under any **Other Plan**; and
- 2) the total payments to the **Primary Insured Person** for **Temporary Total Disability** from all sources, including the Weekly **Benefit Amount** for **Temporary Total Disability** and any other benefits, as stated in 1) above, shall not exceed 75% of the **Primary Insured Person's** earned income. If the total payments to the **Primary Insured Person** exceed 75% of the **Primary Insured Person's** earned income, then no Weekly **Benefit Amount** for **Temporary Total Disability** will be payable to the **Primary Insured Person** by Us. If the total payments to the **Primary Insured Person** fall to 75% or less of the **Primary Insured Person's** earned income, then the Maximum Benefit Period for any Weekly **Benefit Amount** for **Temporary Total Disability** that We pay will be reduced by the number of weeks for which no Weekly **Benefit Amount** for **Temporary Total Disability** was payable by Us.

Periods of **Temporary Total Disability** separated by less than 14 consecutive days of return to work will be considered one period of **Temporary Total Disability**, unless due to separate and unrelated causes. No additional **Elimination Period** will be required. However, the Maximum Benefit Period shown in Section IV-C of the Schedule of Benefits will be reduced by the number of weeks for which benefits have already been paid including, but not limited to the Weekly **Benefit Amount** for **Temporary Total Disability**.

Limitations on Temporary Total Disability

No Weekly **Benefit Amount** for **Temporary Total Disability** shall be paid for any period of time during which the **Primary Insured Person** is not under the continuous care of a **Physician**.
BTA5074 (Ed. 7/06)

Section II - Eligibility, Effective Date and Termination

Eligibility

A person becomes insured under this policy if:

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

BTA5080

Effective Date of Insurance for an Insured Person

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

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

BTA5082

Termination of Insurance for an Insured Person

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

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

BTA5084

Section III - Extensions Of Insurance

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

Disappearance

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

BTA5088

Exposure

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

BTA5090

Section IV - Maximum Payment for Multiple Losses and Multiple Benefits

For any **Benefit Amount** identified as subject to this provision in the Schedule of Benefits, payment of such **Benefit Amount** will reduce the **Principal Sum**. If, subject to all the terms and conditions of this policy, an **Insured Person** is entitled to receive payment of multiple **Benefit Amounts** as the result of one (1) **Accident**, then the maximum **We** will pay for all benefits shall not exceed the **Principal Sum**.

For any **Benefit Amount** identified as not subject to this provision in the Schedule of Benefits, payment of such **Benefit Amount** will be in addition to any **Principal Sum** payable under this policy.

If, subject to all the terms and conditions of this policy, an **Insured Person** suffers multiple covered **Losses** as the result of one (1) **Accident**, then **We** will only pay the single largest **Benefit Amount** applicable to all such covered **Losses**.

For the purposes of this provision the definition of **Loss** includes **Coma, Permanent Total Disability**.
BTA5092

Section V - Territory

This insurance applies worldwide.

BTA5094

Section VI - General Exclusions

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

Owned Aircraft, Leased Aircraft, or Operated Aircraft

This insurance does not apply to any **Accident, Accidental Bodily Injury** or **Loss** caused by or resulting from, directly or indirectly, an **Insured Person** being in, entering, or exiting any aircraft:

- 1) owned, leased or operated by the **Policyholder** or on the **Policyholder's** behalf; or
- 2) operated by an employee of the **Policyholder** on the **Policyholder's** behalf.

BTA5095 (Ed. 7/06)

Aircraft Pilot or Crew

This insurance does not apply to any **Accident, Accidental Bodily Injury** or **Loss** caused by or resulting from, directly or indirectly, an **Insured Person** being in, entering, or exiting any aircraft while acting or training as a pilot or crew member.

This exclusion does not apply to passengers who temporarily perform pilot or crew functions in a life-threatening emergency.

BTA5098 (Ed. 7/06)

Disease or Illness

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

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

BTA5102 (Ed. 7/06)

Incarceration

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

BTA5106

Service in the Armed Forces

This insurance does not apply to any **Accident, Accidental Bodily Injury or Loss** caused by or resulting from, directly or indirectly, an **Insured Person** participating in military action while in active military service with the armed forces of any country or established international authority. However, this exclusion does not apply to the first sixty (60) consecutive days of active military service with the armed forces of any country or established international authority.

BTA5116

Specialized Aviation

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

BTA5118

Suicide or Intentional Injury

This insurance does not apply to any **Accident, Accidental Bodily Injury or Loss** caused by or resulting from, directly or indirectly, an **Insured Person's** suicide, attempted suicide or intentionally self-inflicted injury.

BTA5120

Trade Sanctions

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

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

BTA5122

War

This insurance does not apply to any **Accident, Accidental Bodily Injury** or **Loss** caused by or resulting from, directly or indirectly, a declared or undeclared **War**.

BTA5126

Section VII - Definitions

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

Accident or Accidental

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

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

BTA5600

Accidental Bodily Injury

Accidental Bodily Injury means bodily injury, which:

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

Accidental Bodily Injury does not mean a **Repetitive Motion Injury**.

BTA5602 (Ed. 7/06)

Actively at Work or Active Work

Actively at Work, or **Active Work** means a person is performing the material and substantial duties of his or her regular occupation for compensation.

BTA5606

Assistance Services Administrator

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

BTA5610

Benefit Amount

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

- 1) at the time of an **Accident**;
- 2) to an **Insured Person**; and
- 3) for the applicable **Hazard**.

BTA5612

Business Travel

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

- 1) away from such **Primary Insured Person's** regular place of employment;
- 2) at the authorization, direction and expense of the **Policyholder**;
- 3) on the **Policyholder's** business; and
- 4) for periods of 365 days or less.

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

BTA5622 (Ed. 7/06)

Carjacking

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

BTA5626

Class

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

BTA5628

Child Care Expense

Child Care Expense means the actual incurred costs for the care and supervision of an **Insured Person's Dependent Child** who is less than age thirteen (13).

BTA5630

Coma

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

COBRA

COBRA means the U.S. Consolidated Omnibus Budget Reconciliation Act of 1985, as amended.
BTA5634

COBRA Premium Expense

COBRA Premium Expense means the actual cost of premium charged and paid for the **Dependent's** election to continue group medical or dental insurance under a group medical or dental plan provided through the **Policyholder** up to the maximum allowed by **COBRA**.
BTA5636

Commission

Commission means the actual commission paid by the **Policyholder** during the twelve (12) months immediately preceding the date of the **Accident**. During the first twelve (12) months a **Primary Insured Person** is employed the commission will be calculated by multiplying the average monthly commission at the time of the **Accident** by twelve (12).
BTA5640

Common Accident

Common Accident means the same **Accident** or separate **Accidents** that occur within the same consecutive twenty-four (24) hour period and result in **Loss of Life** to a **Primary Insured Person** and such **Primary Insured Person's Spouse or Domestic Partner**.
BTA5642

Commutation

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

Company

Company means FEDERAL INSURANCE COMPANY.
BTA5648

Conveyance

Conveyance means any motorized craft, vehicle or mode of transportation licensed or registered by a governmental authority with competent jurisdiction.
BTA5650

Covered Expenses

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

The means of transportation that is best suited to accommodate an **Insured Person**, based on the seriousness of an **Insured Person's** condition, will be used.
 - 2) medical supplies and services which are:
 - a) ordered or prescribed by an attending **Physician**; and
 - b) are, in the opinion of an attending **Physician**, necessarily incurred in connection with the **Medical Evacuation** of an **Insured Person**.
- 2) With respect to **Repatriation, Covered Expenses** means the cost for:
 - 1) **Repatriation** of an **Insured Person**; and
 - 2) medical supplies and services which:
 - a) are ordered or prescribed by an attending **Physician**;
 - b) are, in the opinion of an attending **Physician**, necessarily incurred in connection with **Repatriation** of an **Insured Person**; and
 - c) are the necessary expenses for embalming, cremation, transportation and purchase of a shipping container as required by applicable law or regulation.

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

Covered Expenses do not include those expenses incurred by an **Insured Person** for **Accidental Bodily Injury**, illness or disease, which occurs while an **Insured Person** is:

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

BTA5654

Dependent

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

BTA5660

Dependent Child

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

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

BTA5662

Domestic Partner

Domestic Partner means a person designated by a **Primary Insured Person** who is registered as a Domestic Partner or legal equivalent under laws of the governing jurisdiction or who:

- 1) is at least 18 years of age and competent to enter into a contract;
- 2) is not related to the **Primary Insured Person** by blood;
- 3) has exclusively lived with the **Primary Insured Person** for at least twelve (12) months prior to the date of enrollment;
- 4) is not legally married or separated; and
- 5) as of the date of enrollment, has with the **Primary Insured Person** at least two (2) of the following financial arrangements:
 - a) a joint mortgage or lease;
 - b) a joint bank account;
 - c) joint title to or ownership of a motor vehicle or status as a joint lessee on a motor vehicle lease; or
 - d) a joint credit card account with a financial institution.

Neither the **Primary Insured Person** nor the **Domestic Partner** can be married to, nor be in a civil union with anyone else.

BTA5666 (Ed. 7/06)

Elimination Period

Elimination Period means the consecutive amount of time, shown in Section IV-C of the Schedule of Benefits, that must elapse before a **Benefit Amount** becomes payable. The **Elimination Period** begins on the first day of an **Insured Person's Loss**. **Benefit Amounts** are not payable, nor do they accrue, during an **Elimination Period**.

BTA5670

Emergency Medical Treatment

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

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

BTA5674

Evacuation Expenses

Evacuation Expenses means:

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

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

BTA5677

Family Travel Expense

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

BTA5678

Full-time Employee

Full-time Employee means an employee who works at least 20 hours per week.

BTA5684

Gainful Occupation

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

BTA5688

Hazard

Hazard means the circumstances for which this insurance is provided as stated in Section III of the Schedule of Benefits and described in the **Hazard** Section of this policy.

BTA5696

Hemiplegia

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

Home Alteration

Home Alteration means changes to an **Insured Person's** primary residence that are necessary to make the residence accessible and habitable for such **Insured Person**.
BTA5706

Hospital

Hospital means a public or private institution which:

- 1) is licensed in accordance with the laws of the jurisdiction where it is located;
- 2) is accredited by the Joint Commission on Accreditation of Hospitals;
- 3) operates for the reception, care and treatment of sick, ailing or injured persons as in-patients;
- 4) provides organized facilities for diagnosis and medical or surgical treatment;
- 5) provides twenty-four (24) hour nursing care;
- 6) has a **Physician** or staff of **Physicians**; and
- 7) is not primarily a day clinic, rest or convalescent home, assisted living facility or similar establishment and is not, other than incidentally, a place for the treatment of alcoholics or drug addicts.

BTA5712

Hospital Admission Guaranty

Hospital Admission Guaranty means any charge or expense made by a **Hospital** prior to and as a condition of an **Insured Person's** admission.
BTA5714

Immediate Family Member

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

- 1) **Spouse or Domestic Partner**;
- 2) children including adopted children and stepchildren;
- 3) legal guardians or wards;
- 4) siblings or siblings-in-law;
- 5) parents or parents-in-law;
- 6) grandparents or grandchildren;
- 7) aunts or uncles;
- 8) nieces and nephews.

Immediate Family Member also means a **Spouse's** or **Domestic Partner's** children, including adopted children and stepchildren; legal guardians or wards; siblings or siblings-in-law; parents or parents-in-law; grandparents or grandchildren; aunts or uncles; nieces or nephews.

BTA5716

Incapacitated Dependent Child

Incapacitated Dependent Child means a child who, as a result of being mentally or physically challenged, is permanently incapable of self-support and permanently dependent on a **Primary Insured Person** for support and maintenance. The incapacity must have occurred while the child was:

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

BTA5718

Institution of Higher Learning

Institution of Higher Learning means any accredited public or private college, university, professional trade or vocational school beyond the twelfth (12th) grade.

BTA5724

Insured Person

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

- 1) who elects insurance; or
- 2) for whom insurance is elected,
- 3) and on whose behalf premium is paid.

BTA5728

Leased Aircraft

Leased Aircraft means an aircraft not owned by the **Policyholder**, which is subject to a written lease agreement between the **Policyholder** and the lessor. The **Policyholder** uses the aircraft as it wishes for the term of the written lease agreement. The **Policyholder** cannot alter or sell the aircraft without the consent of the lessor. **Leased Aircraft** does not include aircraft which are chartered for single trips.

BTA5730 (Ed. 7/06)

Loss

Loss means **Accidental**:

- Loss of Foot**
- Loss of Hand**
- Loss of Hearing**
- Loss of Life**
- Loss of Sight**
- Loss of Sight of One Eye**
- Quadriplegia**
- Paraplegia**
- Hemiplegia**
- Loss of Speech**
- Uniplegia**
- Loss of Thumb and Index Finger**

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

BTA5732

Loss of Foot

Loss of Foot means the complete severance of a foot through or above the ankle joint. **We** will consider such severance a **Loss of Foot** even if the foot is later reattached. If the reattachment fails and amputation becomes necessary, then **We** will not pay an additional **Benefit Amount** for such amputation.

BTA5734

Loss of Hand

Loss of Hand means complete severance, as determined by a **Physician**, of at least four (4) fingers at or above the metacarpal phalangeal joint on the same hand or at least three (3) fingers and the thumb on the same hand. **We** will consider such severance a **Loss of Hand** even if the hand, fingers or thumb are later reattached. If the reattachment fails and amputation becomes necessary, then **We** will not pay an additional **Benefit Amount** for such amputation.

BTA5736

Loss of Hearing

Loss of Hearing means permanent, irrecoverable and total deafness, as determined by a **Physician**, with an auditory threshold of more than 90 decibels in each ear. The deafness cannot be corrected by any aid or device, as determined by a **Physician**.

BTA5738

Loss of Life

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

BTA5740

Loss of Sight

Loss of Sight means permanent loss of vision. Remaining vision must be no better than 20/200 using a corrective aid or device, as determined by a **Physician**.

BTA5742

Loss of Sight of One Eye

Loss of Sight of One Eye means permanent loss of vision of one eye. Remaining vision in that eye must be no better than 20/200 using a corrective aid or device, as determined by a **Physician**.

BTA5744

Loss of Speech

Loss of Speech means the permanent, irrecoverable and total loss of the capability of speech without the aid of mechanical devices, as determined by a **Physician**.

BTA5748

Loss of Thumb and Index Finger

Loss of Thumb and Index Finger means complete severance, through the metacarpal phalangeal joints, of the thumb and index finger of the same hand, as determined by a **Physician**. **We** will consider such severance a **Loss of Thumb and Index Finger** even if a thumb, an index finger or both are later reattached. If the reattachment fails and amputation becomes necessary, then **We** will not pay an additional **Benefit Amount** for such amputation.

BTA5750

Medical Evacuation

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

BTA5756

Medically Necessary

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

- 1) is ordered or prescribed by a **Physician**;
- 2) is appropriate and consistent with the patient's diagnosis;
- 3) is in accord with current accepted medical or dental practice; and
- 4) could not be eliminated without adversely affecting the patient's condition.

BTA5758

Medical Services

Medical Services means **Medically Necessary** services, including but not limited to:

- 1) medical care and treatment by a **Physician**;
- 2) **Hospital** room and board and **Hospital** care, both inpatient and outpatient;
- 3) drugs and medicines required and prescribed by a **Physician**;
- 4) diagnostic tests and x-rays prescribed by a **Physician**;
- 5) transportation of an **Insured Person** in an emergency transportation vehicle from the location where such **Insured Person** becomes injured to the nearest **Hospital** where appropriate medical treatment can be obtained;
- 6) dental care and treatment due to **Accidental Bodily Injury**;
- 7) physical therapy, including diathermy, ultrasonic, whirlpool or heat treatment, adjustment, manipulation, massage and the office visit associated with such therapy;
- 8) treatment performed by a licensed medical professional when prescribed by a **Physician**, if hospitalization would have been otherwise required;
- 9) rental of durable medical equipment;
- 10) artificial limbs and other prosthetic devices;
- 11) orthopedic appliances or braces.

BTA5760 (Ed. 7/06)

Occupant Protection Device

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

BTA5764

Operated Aircraft

Operated Aircraft means any aircraft not owned by the **Policyholder** but over which the **Policyholder** exercises control. **Operated Aircraft** includes an aircraft for which the **Policyholder** pays operating expenses.

BTA5768

Other Plan

Other Plan means any other insurance or payment source for **Medical Services** or disability, including but not limited to health coverage, disability insurance, worker's compensation insurance; or coverage provided or required by any law or statute, including, automobile insurance "fault" or "no-fault", employer sick leave or salary continuation plan, or similar benefit provided or required by governmental plan or program.

BTA5770

Owned Aircraft

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

BTA5772

Paraplegia

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

BTA5774

Permanent Total Disability

Permanent Total Disability means **Total Disability** that:

- 1) continues without interruption during, and subsequent to, the **Elimination Period**; and
- 2) is reasonably expected, in the opinion of a **Physician** approved by **Us**, to continue without interruption and without expectation of full or partial recovery for the rest of a **Primary Insured Person's** life.

BTA5778

Personal Excursion

Personal Excursion means travel or activities that are unrelated to the **Policyholder's** business and which take place away from a **Primary Insured Person's** residence or regular place of employment. Such travel or activities must coincide with the **Primary Insured Person's Business Travel** or **Relocation Travel**. **Personal Excursion** is limited to any consecutive 7 day period immediately prior to, during or immediately following such **Business Travel** or **Relocation Travel**.

BTA5780

Physician

Physician means a licensed practitioner of the healing arts, acting within the scope of his or her license to the extent provided by the laws of the jurisdiction in which medical treatment is provided. **Physician** does not include:

- 1) an **Insured Person**;
- 2) an **Immediate Family Member**.

BTA5782

Policyholder

Policyholder means the entity identified in the Insuring Agreement.

BTA5786

Primary Insured Person

Primary Insured Person means an **Insured Person** who:

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

BTA5790

Principal Sum

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

BTA5792

Private Passenger Automobile

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

BTA5793

Proof of Loss

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

BTA5794

Psychological Therapy

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

BTA5796

Psychological Therapy Expense

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

BTA5797

Quadriplegia

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

BTA5798

Reasonable and Customary Charge

Reasonable and Customary Charge means the lesser of:

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

BTA5804

Rehabilitation

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

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

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

BTA5800

Rehabilitation Expense

Rehabilitation Expense means **Reasonable and Customary Charges** for **Rehabilitation**.

BTA5802

Relocation Travel

Relocation Travel means travel by a **Primary Insured Person**:

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

BTA5806

Relocation

Relocation means the transfer of a **Primary Insured Person** by the **Policyholder** from the **Primary Insured Person's** current regular place of employment with the **Policyholder** to a new regular place of employment with the **Policyholder** that is more than fifty (50) miles from such current place of employment.

BTA5808

Repatriation

Repatriation means:

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

BTA5810

Repetitive Motion Injury

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

BTA5609

Salary

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

BTA5812

Seat Belt

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

BTA5820

Specialized Aviation Activity

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

any flight on a rocket propelled or rocket launched aircraft

BTA5826 (Ed. 7/06)

Spouse

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

BTA5828

Spouse, or Domestic Partner Employment Training Expense

Spouse or Domestic Partner Employment Training Expense means the actual costs incurred by a **Spouse or Domestic Partner** for tuition, fees, room and board billed by an **Institution of Higher Learning**. **Spouse or Domestic Partner Employment Training Expense** also means costs for required books or course supplies. These costs must be incurred by the **Primary Insured Person's Spouse or Domestic Partner** to attend an **Institution of Higher Learning** for the purpose of obtaining or refreshing skills needed for employment.

BTA5830

Subsidiary

Subsidiary means any organization in which:

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

BTA5832

Temporary Total Disability

Temporary Total Disability or **Temporarily Totally Disabled** means that **Accidental Bodily Injury** solely and directly:

- 1) prevents a **Primary Insured Person** from performing all the substantial and material duties of such **Primary Insured Person's** regular occupation, or with respect to a **Primary Insured Person** who is unemployed, prevents such **Primary Insured Person** from engaging in the normal and customary activities of a person of like age and sex in good health;
- 2) causes a condition which is medically determined, by a **Physician**, to be continuous; and
- 3) requires the continuous care of a **Physician**.

BTA5836

Total Disability

Total Disability means that **Accidental Bodily Injury** solely and directly:

- 1) prevents a **Primary Insured Person** from performing all the substantial and material duties of any **Gainful Occupation** for which such **Primary Insured Person** is qualified, or could be qualified, by reason of education, training, experience, or skill;
- 2) causes a condition which is medically determined by a **Physician**, approved by **Us**, to be of continuous and indefinite duration; and
- 3) requires the continuous care of a **Physician**, unless the **Primary Insured Person** has reached his or her maximum point of recovery.

BTA5846

Travel Warning

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

BTA5853

Uniplegia

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

BTA5854

Vehicle Modification

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

BTA5856

War

War means:

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

BTA5858

We, Us and Our

We, Us and Our means FEDERAL INSURANCE COMPANY.

BTA5860

Section VIII - General Provisions

Addition of New Insured Persons

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

BTA5150

Benefit Assignment

An **Insured Person** may assign **Benefit Amounts** other than those for **Loss of Life**. Such assignment must be in writing, signed by the **Insured Person** and filed with the **Policyholder**. The assignment shall be provided to **Us** at the time of claim or at such other time as **We** may require. **We** do not assume the responsibility for the validity of any assignment.

BTA5154

Arbitration

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

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

BTA5156

Beneficiary

A) Designation

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

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

B) Change

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

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

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

C) Payment

The **Benefit Amount** for covered **Loss of Life** will be paid to the beneficiary designated by an **Insured Person**. Any **Benefit Amount** payable due to the **Loss of Life** of a **Dependent Child** will be paid to the **Primary Insured Person**, absent any beneficiary designation by the **Dependent Child**.

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

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

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

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

BTA5158

Cancellation, Nonrenewal and Grace Period

A) Grace Period

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

BTA5160

B) Cancellation, Nonrenewal

The **Policyholder** may cancel this policy, or any of its individual insurance benefits, by sending **Us** written notice stating when cancellation is to take effect. The effective date of cancellation may not be earlier than the date notice is postmarked or transmitted.

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

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

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

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

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

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

BTA5162

Certificate

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

BTA5164

Changes

This policy can only be changed by a written endorsement that becomes a part of this policy. The endorsement must be approved by one of **Our** officers and signed by one of **Our** authorized representatives. No agent has the authority to change this policy or waive any of its provisions.

BTA5166

Concealment or Fraud

Insurance under this policy is void if:

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

BTA5165

Compliance by Policyholder and Insured Person

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

BTA5168

Claim Notice

Written Claim Notice must be given to **Us** or any of **Our** brokers or appointed agents within twenty (20) days after the occurrence or commencement of any **Loss** covered by this policy or as soon as reasonably possible. Notice must include enough information to identify the **Insured Person** and **Policyholder**. Failure to give Claim Notice within twenty (20) days will not invalidate or reduce any otherwise valid claim if notice is given as soon as reasonably possible.

BTA5170

Claim Forms

When **We** receive notice of a claim, **We** will send the **Insured Person** or the **Insured Person's** designee, within fifteen (15) days, forms for giving **Proof of Loss** to **Us**. If the **Insured Person** or the **Insured Person's** designee does not receive the forms, then the **Insured Person** or an **Insured Person's** designee should send **Us** a written description of the **Loss**. This written description should include information detailing the occurrence, type and extent of the **Loss** for which the claim is made.

BTA5172

Claim Proof of Loss

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

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

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

BTA5174

Claim Payment

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

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

BTA5176

Claim and Suit Cooperation

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

BTA5178

Entire Contract and Application

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

BTA5182

Examination Under Oath

We have a right to examine under oath, as often as We may reasonably require, an **Insured Person**, the **Policyholder** or the beneficiary. We may also require the **Insured Person**, the **Policyholder** or the beneficiary to provide a signed description of the circumstances surrounding the **Loss** and their interest in the **Loss**. An **Insured Person**, the **Policyholder** and the beneficiary will also produce all records and documents requested by Us and will permit Us to make copies of such records or documents.

BTA5183

Governing Jurisdiction and Conformance With Statutes

This policy is governed by the laws of the jurisdiction in which it is delivered to the **Policyholder**. Any terms of this policy which are in conflict with the applicable statutes, laws or regulations of the jurisdiction in which this policy is delivered are amended to conform to such statutes, laws or regulations. Any terms of a certificate which are in conflict with the applicable statutes, laws or regulations of the jurisdiction in which the certificate is delivered are amended to conform to the statutes, laws or regulations of the jurisdiction.

BTA5184 (Ed. 7/06)

Inadvertent Error

The insurance provided under this policy will not be prejudiced by the failure on the part of the **Policyholder** to transmit reports, collect and remit premium or comply with any of the terms and conditions of this policy when such failure is due to an inadvertent error or clerical mistake, provided that such inadvertent error or clerical mistake is corrected promptly upon discovery.

An inadvertent error or clerical mistake by Us or by the **Policyholder** may be corrected upon discovery with notice by the **Policyholder** to Us or by Us to the **Policyholder**.

BTA5186

Informational and Advertising Material

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

BTA5188

Legal Action Against Us

No legal action may be brought to recover on this policy until sixty (60) days after We have been given complete **Proof of Loss**. No such action may be brought after three (3) years from the time complete **Proof of Loss** is required to be given. No such action may be brought unless there has been full compliance with all of the terms of this policy.

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

BTA5190

Liberalization

If **We** adopt any changes:

- 1) within forty-five (45) days prior to the policy effective date shown in the Insuring Agreement; or
- 2) during the Policy Period,

which broaden this insurance without an additional premium charge, then the **Insured Person** will automatically receive the benefit of the broadened insurance.

BTA5192

Newly Acquired or Newly Formed Organizations

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

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

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

BTA5194

Physical Examination and Autopsy

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

BTA5193

Premium Payment

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

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

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

BTA5196

Premium Provisions

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

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

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

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

Premium Rate Change

We may change the premium rates for this policy on the Anniversary Date. **We** will give the **Policyholder** at least forty five (45) days prior written notice of such change.
BTA5198

Records and Audit

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

The **Policyholder** must maintain information pertaining to **Insured Persons** including but not limited to each **Insured Person's Benefit Amount, Class, Salary**, enrollment form, if any, and beneficiary designations or assignments.
BTA5204

Statements by Policyholder or Insured Person and Incontestability

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

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

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

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

Titles of Paragraphs

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

Workers' Compensation

The benefits payable under this policy are not in lieu of and do not affect any requirement for workers' compensation insurance.
BTA5210



Endorsement**War Risk**

Effective Date : 06/01/2012
Policy Number : 9907-18-39
Policyholder : SALESFORCE.COM INC.
Policy Period 06/01/2012 to 06/01/2015
Name of Company : **FEDERAL INSURANCE
COMPANY**
Issue Date : 08/03/2012

It is agreed that the Policy is amended as follows:

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

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

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

We may change the jurisdiction in (2) above at any time upon seven (7) days prior written notice to the **Policyholder**.

This Exclusion applies during the period described below:

From: 06/01/2012

To: 06/01/2015

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

War Risk Insurance

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

<u>Class</u>	<u>Hazard</u>	<u>Principal Sum</u>
1	24 Hour Business Travel	Two (2) times Salary subject to a Maximum of \$1,000,000
2	24 Hour Business Travel	Two (2) times Salary subject to a Maximum of \$1,000,000
3	Non-Employee Directors Business Travel	\$200,000

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

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

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

War Risk Aggregate Limit of Insurance

\$20,000,000 per **War Risk Accident**

If more than one(1) **Insured Person** suffers a **Loss** in the same **Accident**, then **We** will not pay more than the Aggregate Limit of Insurance shown above. If an **Accident** results in **Benefit Amounts** becoming payable, which when totaled, exceed the applicable Aggregate Limit of Insurance shown above, then the Aggregate Limit of Insurance will be divided proportionally among the **Insured Persons**, based on each **Insured Person's** applicable **Benefit Amount**.

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

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

We may cancel the **War Risk** insurance by sending the **Policyholder** at its last known address at least seven (7) days prior written notice.

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

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

BT 1000

All other terms and conditions of the policy remain unchanged.



Authorized Representative



Endorsement**Beneficiary (Group Term Life)**

Effective Date : 06/01/2012
Policy Number : 9907-18-39
Policyholder : SALESFORCE.COM INC.
Policy Period : 06/01/2012 to 06/01/2015
Name of Company : FEDERAL INSURANCE COMPANY
Issue Date : 8/3/2012

It is agreed that the Policy is amended as follows:

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

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

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

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

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

All other terms and conditions of the policy remain unchanged.

Authorized Representative



Endorsement**Foreign National Facility of Payment**

Effective Date : 06/01/2012
Policy Number : 9907-18-39
Policyholder : SALESFORCE.COM INC.
Policy Period 06/01/2012 to 06/01/2015
Name of Company : **FEDERAL INSURANCE
COMPANY**
Issue Date : 08/03/2012

It is agreed that the Policy is amended as follows:

A) **The following is added to the Beneficiary provision appearing in Section VIII- General Provisions of the Contract:**

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

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

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

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

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

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

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

All other terms and conditions of the policy remain unchanged.



Authorized Representative

BT 1002A



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

Residents of California who purchase life and health insurance and annuities should know that the insurance companies licensed in this state to write these types of insurance are members of the California Life and Health Insurance Guarantee Association ("CLHIGA"). The purpose of this Association is to assure that policyholders will be protected, within limits, in the unlikely event that a member insurer becomes financially unable to meet its obligations. If this should happen, the Guarantee Association will assess its other member insurance companies for the money to pay the claims of insured persons who live in this state and, in some cases, to keep coverage in force. The valuable extra protection provided through the Association is not unlimited, as noted in the box below, and is not a substitute for consumers' care in selecting insurers.

The California Life and Health Insurance Guarantee Association may not provide coverage for this policy. If coverage is provided, it may be subject to substantial limitations or exclusions, and require continued residency in California. You should not rely on coverage by the Association in selecting an insurance company or in selecting an insurance policy.

Coverage is NOT provided for your policy or any portion of it that is not guaranteed by the insurer or for which you have assumed the risk, such as a variable contract sold by prospectus. Insurance companies or their agents are required by law to give or send you this notice. **However, insurance companies and their agents are prohibited by law from using the existence of the Guarantee Association to induce you to purchase any kind of insurance policy.**

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

California Life and Health Insurance
Guarantee Association
P.O. Box 16860
Beverly Hills, CA 90209
(323) 782-0182

or

Consumer Service Division
California Department of Insurance
300 South Spring Street
Los Angeles, CA 90013
(800) 927-4357 or (213) 897-8921

Below is a brief summary of this law's coverages, exclusions and limits. This summary does not cover all provisions of the law; nor does it in any way change anyone's rights or obligations under the Act or the rights or obligations of the Association.

COVERAGE

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

EXCLUSIONS FROM COVERAGE

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

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

The Guarantee Association also does not provide coverage for:

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

LIMITS ON AMOUNTS OF COVERAGE The Act limits the Association to pay benefits as follows:

LIFE AND ANNUITY BENEFITS

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

PREMIUM SURCHARGE

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



Notice of Non-Coverage

California Life and Health Insurance Guarantee Association Act

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

EXCLUSIONS FROM COVERAGE

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

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

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

Synthetic guaranteed interest contracts;

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

Any policy of reinsurance unless an assumption certificate was issued;

Interest rate yields that exceed an average rate;

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

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

Also, you are not protected by this Association if:

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

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

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

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

California Life and Health Insurance
Guarantee Association
P.O. Box 16860
Beverly Hills, CA 90209
(323) 782-0182

or

Consumer Service Division
California Department of Insurance
300 South Spring Street
Los Angeles, CA 90013
(800) 927-4357 or (213) 897-8921

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

PRIVACY POLICY AND PRACTICES

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

Chubb has been serving the insurance needs of our customers for more than a century. To continue to provide innovative products and services that respond to your insurance needs, Chubb collects certain personal information about you, which is described below in **The Personal Information We Collect**. At Chubb, we respect the privacy of our customers. We do not sell or share our customer lists with anyone else for the purpose of marketing their products to you. Chubb's personal information handling practices are regulated by law, and this Privacy Policy describes those practices.

The Personal Information We Collect. Chubb collects personal information about you and the members of your household to conduct business operations, provide customer service, offer new products, and satisfy legal and regulatory requirements.

We may collect the following categories of information about you from these sources:

- Information from you directly or through your agent, broker, or, automobile assigned risk plan, including information from applications, worksheets, questionnaires, claim forms or other documents (such as name, address, driver's license number, and amount of coverage requested).
- Information about your transactions with us, our affiliates or others (such as products or services purchased, claims made, account balances and payment history).
- Information from a consumer reporting agency (such as motor vehicle reports).
- Information from other non-Chubb sources (such as prior loss information and demographic information).
- Information from visitors to our websites (such as that provided through online forms and online information collecting devices known as "cookies"). Chubb does not use "cookies" to retrieve information from a visitor's computer that was not originally sent in a "cookie".
- Information from an employer, benefit plan sponsor, benefit plan administrator or master policyholder for any Chubb individual or group insurance product that you may have (such as name, address and amount of coverage requested).

The Personal Information We Share. Chubb may disclose the personal information we collect to service, process, or administer business operations such as underwriting and claims and for other purposes such as the marketing of products or services, regulatory compliance, the detection or prevention of fraud, or as otherwise required or allowed by law. These disclosures may be made without prior authorization from you, as permitted by law.

Sharing Personal Information With Others. Chubb may disclose the personal information we collect to affiliated and non-affiliated parties for processing and servicing transactions, such as reinsurers, insurance agents or brokers, property and automobile appraisers, auditors, claim adjusters, third party administrators and, in the case of group insurance, employers, benefit plan sponsors, benefit plan administrators or master policyholders. For example, Chubb may disclose personal information to our affiliates and other parties that perform services for us such as customer service or account maintenance. Specific examples include mailing information to you and maintaining or developing software for us. Chubb may also disclose personal information to nonaffiliated parties as permitted by law. For example, we may disclose information in response to a subpoena, to detect or prevent fraud, or to comply with an inquiry or requirement of a government agency or regulator.

Sharing Personal Information With Service Providers or for Joint Marketing. Chubb may disclose the personal information we collect to agents and brokers so that they can market our financial products and services and to service providers who perform functions for us. Any such disclosure is required to be subject to an agreement with us that includes a confidentiality provision. We do not disclose personal information

to other financial institutions with which we may have joint marketing arrangements; however, we reserve the right to do so in the future, subject to the other financial institution entering into an agreement with us that includes a confidentiality provision.

Confidentiality and Security of Personal Information . Access to personal information is allowed for business purposes only. The people who have access to personal information, including employees of Chubb and its affiliates, and non-employees performing business functions for Chubb, are under obligations to safeguard such information. Chubb maintains physical, electronic, and procedural safeguards to guard your personal information

Personal Health Information . Under certain circumstances, we also collect personal health information about our customers, such as information regarding an accident, disability or injury, for underwriting or claim purposes. Chubb does not disclose your personal health information for marketing purposes unless we have your express consent.

Personal Information of Former Customers . Chubb's personal information privacy policy also applies to former customers.

Changes in Privacy Policy . Chubb may choose to modify this policy at any time. We will notify customers of any modifications at least annually.

Definitions.

"Chubb" means the following companies on whose behalf this notice is given:

Chubb & Son Inc.	Executive Risk Indemnity Company
Chubb & Son Inc. (of Illinois)	Executive Risk Specialty Insurance Company
Chubb Custom Insurance Company	Federal Insurance Company
Chubb Custom Market, Inc.	Great Northern Insurance Company
Chubb Indemnity Insurance Company	Northwestern Pacific Indemnity Company
Chubb Insurance Company of New Jersey	Pacific Indemnity Company
Chubb Lloyds Insurance Company of Texas	Quadrant Indemnity Company
Chubb Multinational Managers, Inc.	Texas Pacific Indemnity Company
Chubb National Insurance Company	Vigilant Insurance Company

"Customer" and "you" mean any individual who obtains or has obtained a financial product or service from Chubb that is to be used primarily for personal, family or household purposes. This notice applies to customers only.

"Personal information" means non-public personal information, which is defined by law as personally identifiable financial information provided by you to Chubb, resulting from a transaction with or any service performed for you by Chubb, or otherwise obtained by Chubb. Personal information does not include publicly available information as defined by applicable law.

**Chubb Group of Insurance Companies
Accident Benefits and Life Department
Attention: Privacy Inquiries
202 Hall's Mill Road, P.O. Box 1600
Whitehouse Station, New Jersey, 08889-1600**

Form 44-02-2087 (Ed. 9/08)



Federal Insurance Company

Business Travel Accident Insurance Application

Section I Policyholder Information

Name of Policyholder: SALESFORCE.COM INC.

Address THE LANDMARK @ ONE MARKET

City SAN FRANCISCO **State** CA **Zip Code** 94105

Phone Number:

Contact Name:

Effective Date: 06/01/2012

Policy Number: 9907-18-39

INSURANCE REQUESTED

A) CLASS OF INSURED PERSONS

- 1 All active US based employees working 20 or more hours per week, including expatriates and Foundation employees.
- 2 All active non US based employees working 20 or more hours per week.
- 3 All non employee directors.

B) PRINCIPAL SUM

- 1 Two (2) times Salary subject to a Maximum of \$1,000,000
- 2 Two (2) times Salary subject to a Maximum of \$1,000,000
- 3 \$200,000

C) HAZARD

- 1 24 Hour Business Travel
- 2 24 Hour Business Travel
- 3 Non-Employee Directors Business Travel

D) ACCIDENTAL DEATH AND DISMEMBERMENT

Class

All

Accidental:

Benefit Amounts (Percentage of Principal Sum)

Loss of Life	100%
Loss of Speech and Loss of Hearing	100%
Loss of Speech and one of Loss of Hand, Loss of Foot or Loss of Sight of One Eye	100%
Loss of Hearing and one of Loss of Hand, Loss of Foot or Loss of Sight of One Eye	100%
Loss of Hands(Both), Loss of Feet(Both), Loss of Sight or a combination of any two of Loss of Hand, Loss of Foot or Loss of Sight of One Eye	100%
Quadriplegia	100%
Paraplegia	75%
Hemiplegia	50%
Loss of Hand, Loss of Foot or Loss of Sight of one Eye (Any one of each)	50%
Loss of Speech or Loss of Hearing	50%
Uniplegia	25%
Loss of Thumb and Index Finger of the same Hand	25%

E) ADDITIONAL BENEFITS

CLASS	BENEFIT	BENEFIT AMOUNT
1	Carjacking	10% of Principal Sum Maximum Benefit Amount \$10,000
1	Child Care Expense	10% of the Principal Sum up to a maximum of \$10,000 for each Dependent Child Maximum Benefit Amount \$25,000
1	Cobra Premium Expense	10% of Principal Sum Maximum Benefit Amount \$10,000
1	Coma	1% of Principal Sum Maximum Benefit Amount 100% of Principal Sum
1	Home Alteration or Vehicle Modification	Benefit Amount for Home Alteration \$10,000 Benefit Amount for Vehicle Modification \$10,000 Maximum Benefit Amount \$20,000
1	Medical Evacuation And Repatriation	Maximum Benefit Amount Unlimited Benefit Amount for Hospital Admission Guaranty \$5,000 Family Travel Expense Maximum per Day \$100 Maximum Number of Days 5 Evacuation Expense Amount \$100,000
1	Psychological Therapy	10% of Principal Sum Maximum Benefit Amount \$10,000
1	Rehabilitation Expense	\$10,000
1	Seatbelt Occupant Protection Device	10% of Principal Sum Occupant Protection Device Benefit Amount 10% of Principal Sum Maximum Benefit Amount 20% of Principal Sum up to \$50,000
1	Spouse Domestic Partner Employment Training Expense	10% of Principal Sum Maximum Benefit Amount \$10,000
2	Carjacking	10% of Principal Sum Maximum Benefit Amount \$10,000
2	Child Care Expense	10% of the Principal Sum up to a maximum of \$10,000 for each Dependent Child Maximum Benefit Amount \$25,000
2	Cobra Premium Expense	10% of Principal Sum Maximum Benefit Amount \$10,000
2	Coma	1% of Principal Sum Maximum Benefit Amount 100% of Principal Sum
2	Home Alteration or Vehicle Modification	Benefit Amount for Home Alteration \$10,000 Benefit Amount for Vehicle Modification \$10,000 Maximum Benefit Amount \$20,000

2	Medical Evacuation And Repatriation	Maximum Benefit Amount Unlimited Benefit Amount for Hospital Admission Guaranty \$5,000 Family Travel Expense Maximum per Day \$100 Maximum Number of Days 5 Evacuation Expense Amount \$100,000
2	Permanent Total Disability Lump Sum	Maximum Benefit Amount 100% of Principal Sum up to \$160,000 Elimination Period 365 day(s)
2	Psychological Therapy	10% of Principal Sum Maximum Benefit Amount \$10,000
2	Rehabilitation Expense	\$10,000
2	Seatbelt Occupant Protection Device	10% of Principal Sum Occupant Protection Device Benefit Amount 10% of Principal Sum Maximum Benefit Amount 20% of Principal Sum up to \$50,000
2	Spouse Domestic Partner Employment Training Expense	10% of Principal Sum Maximum Benefit Amount \$10,000
2	Temporary Total Disability	Weekly Amount \$815 Maximum Benefit Period 104 week(s) Elimination Period 14 day(s)
3	Carjacking	10% of Principal Sum Maximum Benefit Amount \$10,000
3	Child Care Expense	10% of the Principal Sum up to a maximum of \$10,000 for each Dependent Child Maximum Benefit Amount \$25,000
3	Cobra Premium Expense	10% of Principal Sum Maximum Benefit Amount \$10,000
3	Coma	1% of Principal Sum Maximum Benefit Amount 100% of Principal Sum
3	Home Alteration or Vehicle Modification	Benefit Amount for Home Alteration \$10,000 Benefit Amount for Vehicle Modification \$10,000 Maximum Benefit Amount \$20,000
3	Medical Evacuation And Repatriation	Maximum Benefit Amount Unlimited Benefit Amount for Hospital Admission Guaranty \$5,000 Family Travel Expense Maximum per Day \$100 Maximum Number of Days 5 Evacuation Expense Amount \$100,000
3	Psychological Therapy	10% of Principal Sum Maximum Benefit Amount \$10,000
3	Rehabilitation Expense	\$10,000
3	Seatbelt Occupant Protection Device	10% of Principal Sum Occupant Protection Device Benefit Amount 10% of Principal Sum Maximum Benefit Amount 20% of Principal Sum up to \$50,000

3	Spouse Domestic Partner Employment Training Expense	10% of Principal Sum Maximum Benefit Amount \$10,000
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Aggregate Limit of Insurance

The Aggregate Limit of Insurance applies:

\$20,000,000 per **Accident**

Premium

Amount Due

\$71,475, payable in three annual installments of \$23,825

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

Due Date

06/01/2012

Employee Retirement Income Security Act

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

Policy Acceptance

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

Fraud Warning

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

Name of Policyholder: _____

Date

Signature

Title



Company Authorized Representative