

Lloyd's Certificate

This Insurance is effected with Certain Underwriters at Lloyd's, London.

This Certificate is issued in accordance with the limited authorization granted to the Correspondent by certain Underwriters at Lloyd's, London whose syndicate numbers and the proportions underwritten by them can be ascertained from the office of said Correspondent (such Underwriters being hereinafter called "Underwriters") and in consideration of the premium specified herein, Underwriters hereby bind themselves severally and not jointly, each for his own part and not one for another, their Executors and Administrators.

The Assured is requested to read this Certificate, and if not correct, return it immediately to the Correspondent for appropriate alteration.

All inquiries regarding this Certificate should be addressed to the following Correspondent:



		This Declaration Page is attached to and forms part of Certificate Provisions (Form SLC-3 USA NMA2868)					
Previous No. N/A Authority		Authority Re	r Ref. No. B1100070700219000		Certificate No. 7072190000-1235		
1.	Name and Addres	s of the Assured:					
	American Federati 555 New Jersey A Washington, DC 2	ve NW					
2.	Effective from	April 01, 2020	to April (01, 2022			
	both days at 12:01	a.m. standard time.					
3.	Insurance is effect Percentage:	ive with certain UN 100	IDERWRITERS AT I)%	LOYD'S, LONDON	۷		
4.	<u>Amount</u> As Per the Attache	<u>Coverage</u> ed Worldwide, F	Full Twenty-Four	<u>Rate</u> Not Applicable	Premium See Attached		
5.	Forms attached he	ereto and special cond	ditions: As Per the At	tached			
6.	Service of Suit ma	y be made upon:					
	Mendes & Mount 750 Seventh Aven New York, NY 100 U.S.A.		555 California	er LLP (if California Street, Suite 1700 CA 94104-1520)		
	Lloyd's Kentucky, 200 West Main Str Frankfort, KY 4060 U.S.A.	reet	Locke Lord LLI 111 S Wacker Chicago, IL 60 U.S.A.	Dr			
7.	In the event of a cl	aim, please notify the	110 C Winst	ational Specialty In akwood Drive, Suit on-Salem, NC 2710 49-0474	te 420		
			by	Matthe	ew Ferraro, Managing Director		

Dated March 27, 2020

SCHEDULE

The data entered below is subject to the applicable Provisions of the Policy in accordance with the Benefit Coverage provided.

Policy Number:	7072190000-1235	Premium Mode:	Monthly
Effective Date: April 1, 2020		Expiration Date:	April 1, 2022
Plan/Plan Level:	Trauma Counseling		
Assured: Address: City, State and Zip:	American Federation of Teachers 555 New Jersey Avenue NW Washington, DC 20001		
Insured Person(s): Members of the American Federation of Teachers			

POLICY BENEFITS

Initial Counseling Session

SCHEDULE OF BENEFITS:

- 45-minute initial counseling session
- Initial M3 assessment and report
- Diagnosis and treatment plan

Primary Counseling Treatment

SCHEDULE OF BENEFITS:

- 6 (six) 50-minute counseling sessions per month
- 4 (four) 15-minute counseling sessions per month
- Artificial Intelligence Application
- Midway diagnosis and treatment update

Final Counseling Session

SCHEDULE OF BENEFITS:

- Additional M3 Assessment
- 50-minute final counseling session
- Diagnosis and treatment results

AGGREGATE MAXIMUM LIMIT OF INSURANCE PER INSURED:

\$1,000.00

FORMS ATTACHED AT ISSUANCE:

LSW1135B, NMA 1998, LSW1175, LSW1001, Complaints Procedure, Amendment Rider

INSURING CLAUSE

Certain Underwriting Members of the Syndicates listed on the Policy herein called the Company, will pay the benefit described in this Policy, as applicable, for: BULLIED, HARASSED, THREATENED, OR EXPERIENCE A SECONDARY TRAUMA, AGGRAVATED ASSUALT, SEXUAL ASSAULT, MASS SHOOTING, TERRORIST ACT, MAJOR DISASTER, AND/OR OCCUPATIONAL INFECTION

subject to the terms, provisions, conditions, exclusions and exceptions on the SCHEDULE page and the following pages, all of which form part of this Policy.

CONSIDERATION

In consideration for this Insurance is the Application, if required, a copy of which is made a part of this Policy, and the timely payment of the premium. The Company agrees for Trauma Counseling for an Insured Person if they experience a covered incident while in the United States, Puerto Rico, United States Virgin Islands and Guam.

The Company also agrees for the territorial limits to be Worldwide for Insured Persons who are employed at the Department of Defense schools if they experience a covered incident.

Provided:

The total Benefit Amount payable as a result of any one (1) or more Accidents per Insured Person shall not exceed one thousand dollars (\$1,000) in any one year beginning on the policy effective date.

TERM / TIME OF COVERAGE OF INSURANCE

Coverage under this Policy will begin on the Effective Date at 12:01 a.m. Coverage will end on the Expiration Date at 12:01 a.m. All times are Standard Time at an Insured Person's address as listed in the SCHEDULE. This Policy may be renewed for a consecutive term upon completion of the Application and the payment of premium as required. The renewal is subject to the consent of the Company.

Coverage begins automatically at the latest of the following:

- a) on the effective date of coverage as shown in the SCHEDULE; or
- b) at the beginning of this Policy term for which premium has been paid.

Coverage ends automatically at the earliest of any of the following:

- a) the end of the grace period of a premium in default; or
- b) the date this Policy is cancelled; or
- c) the Expiration Date of coverage as shown in the SCHEDULE.

BULLIED, HARASSED, THREATENED, OR EXPERIENCE A SECONDARY TRAUMA

If an insured person is bullied, harassed, threatened, or experience secondary trauma while at work.

Conditions:

1. Resulting in a mild, moderate, and severe mental health condition and an impairment in function.

2. A Police Report, Workplace Incident Report, or a Union Incident Report must be received with a claim for benefits.

AGGRAVATED ASSAULT

If an insured person sustains a bodily injury, as a direct result of an Aggravated Assault by another person, The Company will pay a benefit in accordance with the sums insured shown in the schedule and subject to any maximum limits.

Conditions:

1. The Aggravated Assault is not self-inflicted;

2. The Aggravated Assault is not a moving violation as defined under the applicable state motor vehicle laws;

3. A Police Report, Workplace Incident Report, or a Union Incident Report must be received with a claim for benefits.

4. Any contributory degenerative condition or disability known by an insured person to be in existence at the time of sustaining bodily injury will be taken into consideration by The Company in assessing the benefit payable.

SEXUAL ASSAULT

The Company will pay a benefit when an Insured Person suffers a Sexual Assault.

"Sexual Assault" – means any willful or unlawful use of force by the perpetrator, male or female, upon an Insured Person that occurs without the explicit consent of the recipient of the unwanted sexual activity. Falling under this definition of sexual assault upon a male or female are: forced sexual intercourse, sodomy, oral penetration or penetration using an object, and rape. This does not include cases involving minor sexual assaults or indecent exposure, exhibitionism, or employee sexual verbal harassment.

In order for a claim to be considered or approved, the following criteria are required:

- A. A Police Report of the Sexual Assault must be made to the local Law Enforcement within 72 hours of the occurrence.
- B. A Police Report designating the incident as a Sexual Assault must accompany the completed Lloyd's, London Claim Form and be submitted as soon as the Police Report is finalized.

MASS SHOOTING

The Company will pay this benefit when an Insured Person sustains a bodily injury, as a direct result of a Mass Shooting.

"Mass Shooting" – means a shooting with 3 or more shooting victims, not including the shooter.

In order for a claim to be considered or approved, the following criteria is required:

A Police Report designating the incident as a Mass Shooting must accompany the completed Lloyd's, London Claim Form and be submitted as soon as the Police Report is finalized.

TERRORIST ACT

The Company will pay this benefit when an Insured Person sustains a bodily injury, as a direct result of a Terrorist Act:

"Terrorist Act" – i) means an act, or acts, of any person, or group(s) of persons, committed for political, religious, ideological or similar purposes with the intention to influence any government and/or to put the public, or any section of the public, in fear. Terrorist activity can include, but not be limited to, the actual use of force or violence and/or the threat of such use. Furthermore, the perpetrators of terrorist activity can either be acting alone, or on behalf of, or in connection with any organization(s) or governments(s).

ii) Utilization of Nuclear weapons of mass destruction means the use of any explosive nuclear weapon or device or the emission, discharge, dispersal, release or escape of fissile material emitting a level of radioactivity capable of causing incapacitating disablement or death amongst people or animals.

iii) Utilization of Chemical weapons of mass destruction means the emission, discharge, dispersal, release or escape of any solid, liquid or gaseous chemical compound which, when suitably distributed, is capable of causing incapacitating disablement or death amongst people or animals.

iv) Utilization of Biological weapons of mass destruction means the emission, discharge, dispersal, release or escape of any pathogenic (disease producing) micro-organism(s) and/or biologically produced toxin(s) (including genetically modified organisms and chemically synthesized toxins) which are capable of causing incapacitating disablement or death amongst people or animals.

In order for a claim to be considered or approved, the following criteria are required:

A Police Report designating the incident as a Terrorist Act must accompany the completed

Lloyd's, London Claim Form and be submitted as soon as the Police Report is finalized.

MAJOR DISASTER

The Company will pay this benefit when an Insured Person is diagnosed as injured, traumatized, or infected by a disease listed by the Centers for Disease Control and Prevention's on the National Notifiable Diseases Surveillance System as a result of an occurrence declared a Major Disaster under the U.S. National Emergencies Act. Diagnosis must be made by a Physician or Licensed Mental Health Professional.

"Major Disaster" – means any natural catastrophe including any hurricane, tornado, storm, high water, wind driven water, tidal wave, tsunami, earthquake, volcanic eruption, landslide, mudslide, snowstorm, drought, or regardless of cause, any fire, flood, or explosion, in any part of the U.S., that causes damage, ecological disruption, loss of human life, and deterioration of health and health services on a large scale.

OCCUPATIONAL INFECTION

The Company will pay this benefit when an Insured Person accidentally contracts an infectious disease while on business for/or on the premises of their employer.

Conditions:

1. The disease must be listed, on the date of the accident, by the Centers for Disease Control and Prevention on the National Notifiable Diseases Surveillance System.

In order for a claim to be considered or approved, the following criteria are required:

- A. A completed Lloyd's of London Claim Form,
- B. A physician's statement that this is the first time you've tested positive for the Infectious Disease.

DEFINITIONS

For purposes of this insurance the following words and phrases shall have the meaning assigned to them hereunder:

ACCIDENT	means a single sudden and unexpected event which occurs at an identifiable time and place during the Period of Coverage and which causes unexpected BODILY INJURY
ACCIDENTAL CONTACT	means any unintentional contact of an INSURED PERSON with the blood or bodily fluids of a third party whilst an INSURED PERSON is carrying out the material duties of their regular occupation.
BODILY INJURY	means a specific physical injury caused by an ACCIDENT and involves ACCIDENTAL CONTACT
DIAGNOSED/ DIAGNOSIS	must result from the relevant tests defined below and must be made prior to the death of an INSURED PERSON
INFECTIOUS DISEASE	means an INSURED PERSON has undergone diagnostic testing under the direction of a medical practitioner for the Infectious Disease. The results of these procedures must prove positive.
DISEASE POSITIVE	means an INSURED PERSON has undergone diagnostic testing as directed and arranged by ISI with a medical practitioner for the Infectious Disease, which are then sent immediately to a duly accredited laboratory of the National Pathology Group for testing in accordance with both World Health Organization testing strategy III (3 ELISA protocol) and for Blood Grouping and World Health Organization testing strategy Western Blot Test. The results of these procedures must prove positive.
INITIAL TEST	means the initial test taken by an INSURED PERSON within as soon as possible after the ACCIDENTAL CONTACT and tested in accordance with the procedures stated in the INFECTIOUS DISEASE POSITIVE definition.
SECOND TEST	means a second test taken by an INSURED PERSON within thirty (30) days of the ACCIDENTAL CONTACT and tested in accordance with the procedures stated in the INFECTIOUS DISEASE POSITIVE definition.

THIRD TEST	means a third test taken by an INSURED PERSON within sixty (60) days of the ACCIDENTAL CONTACT and tested in accordance with the procedures stated in the INFECTIOUS DISEASE POSITIVE definition.
INSURED PERSON	as identified in the SCHEDULE to whom this Certificate of Insurance has been issued.
LIMITS	means the Sum Insured specified with respect to an INSURED PERSON in the SCHEDULE.
PERIOD OF	
COVERAGE	means the term specified in the SCHEDULE with respect to an INSURED PERSON identified in the SCHEDULE, provided such period commences during the period of insurance of the Binding Authority.

GENERAL TERMS AND CONDITIONS

1. A condition of this Certificate is that within a period of twenty-four (24) hours following the **ACCIDENT** concerned, an **INSURED PERSON** must undergo an **INITIAL TEST** made by a registered medical practitioner in accordance with laboratory and clinical criteria.

An **INSURED PERSON** must make an official report of the **ACCIDENT** to the appropriate person within their work place or within their Union for reporting such ACCIDENT(s).

Subsequent tests must be carried out in accordance with the claims procedure. If the **THIRD TEST** shows a negative result this will be considered to be the final result and no claim will be paid under this Certificate.

- 2. Written notice of any claim must be given to Underwriters within fifteen (15) days after the ACCIDENT. Notice given by or on behalf of an INSURED PERSON to Underwriters with information sufficient to identify an INSURED PERSON shall be deemed to have been received by Underwriters if made in writing to ISI and any communications made in writing to an INSURED PERSON by ISI on behalf of Underwriters shall be deemed to have been made by Underwriters.
- 3. Written proof of loss must be furnished to Underwriters within forty-five (45) days of the date of an **INSURED PERSON** being **DIAGNOSED** as **INFECTIOUS DISEASE POSITIVE**. Failure to furnish such proof within the time required shall not invalidate nor reduce any claim if it was not reasonably possible to give proof within such time, provided such proof is furnished as soon as possible and in no event, except in the absence of legal capacity, no later than ninety days from the time proof is otherwise required.
- 4. Underwriters shall have the right to have an **INSURED PERSON** examined and tested at their expense by a licensed physician to confirm that an **INSURED PERSON** is positive for **the INFECTIOUS DISEASE**.
 - 5. Any fraud, misstatement or concealment by an Insured Person in relation to any matter affecting this Insurance or in connection with the making of any claim shall render this Insurance null and void. Underwriters reserve the right not to make payment on a claim if a false statement or omission in the Declaration (if applicable), materially affected their decision to issue coverage on the terms and for the premium stated for the particular coverage, as outlined in this certificate.
- 6. Underwriters or their nominees shall at all times during the **PERIOD OF COVERAGE** or while a claim is pending have, at such reasonable time and place as may be designated by them or their representatives, access to all records, (or certified copies if the originals be lost) of the Certificate relating to an **INSURED PERSON.**

An **INSURED PERSON** as may be reasonably required shall submit and so far as within his power cause all other persons to submit to examination under oath by any person named by the Underwriters relative to any and all matters in connection with a claim, at such reasonable time and place as may be designated by them or their representatives. An **INSURED PERSON** agrees to do everything within reason to comply with the foregoing. No such examination under oath or examination of records, nor any other act of Underwriters or any of their employees or representatives in connection with the investigation of any loss or claim under the Certificate, shall be deemed a waiver of any defense which Underwriters might otherwise have with respect to any loss or claim, but all such examinations and acts shall be deemed to have been made or done without prejudice to their liability. 7. The **LIMITS** of this Certificate shall be paid no later than sixty (60) days after presentation and acceptance by the Underwriters of satisfactory proof of an **INSURED PERSON** being **DIAGNOSED** as positive for an Infectious Disease listed on the date of the accident by the Centers for Disease Control and Prevention on the National Notifiable Diseases Surveillance System.

COUNSELING BENEFIT RIDER

The Company will pay this benefit when an Insured Person suffers one or more losses for which benefits are payable under the Policy. It applies only with respect to accidents that occur on or after that date. It is subject to all of the provisions, limitations and exclusions of the Policy except as they are specifically modified by this Rider.

Counseling Benefit" – If an Insured Person suffers an accident for which a benefit is payable under the Policy, the Company will pay Covered Counseling Expenses that are due to the accident. The Covered Counseling Expenses must be incurred within one year after the date of the accident causing such loss(es), up to a maximum of one thousand dollars (\$1,000) for the Insured

Trauma Counseling Benefits do not exceed the usual level of charges for similar counseling sessions in the locality where the expense is incurred do not include charges that would not have been made if no insurance existed.

In order for a claim to be considered or approved, we must receive a completed Lloyd's, London Claim Form in addition to:

A Police Report, Workplace Incident Report, or a Union Incident Report must be received with a claim for benefits.

RECUPERATION BENEFIT

We will pay the benefits shown in the Declarations if an Insured Person suffers an injury for which a benefit is payable under this Policy.

Conditions:

Recuperation Benefits are payable within one (1) year from the date of incident in which benefits are payable under this policy.

Recuperation Benefits do not exceed the usual level of charges for services in the locality where the expense is incurred do not include charges that would not have been made if no insurance existed.

A physician's statement must be provided stating that services are medically necessary and not related to a prior condition.

Treatments must be furnished by:

- a. a Physician or Dentist in a medical office or in a Hospital on an Outpatient basis, or
- b. a Physical Therapist, provided a Physician advises a Covered Person to seek such treatment, and such treatment begins within 120 days of the Accident and is completed within one year of the Accident.

Exclusions:

In addition to the Exclusions listed in the Exclusions section of this Policy, Recuperation Benefits do not include any expenses for or resulting from any condition for which claimant is entitled to similar benefits.

EXCLUSIONS

This policy does not cover loss directly or indirectly arising out of, contributed to or caused by or resulting from any of the following:

- 1. Intentionally self-inflicted injury, suicide or attempted suicide, whether attempted or inflicted while sane or insane;
- 2. Any act of war, whether declared or not. Declared or undeclared War does not include acts of terrorism. "War" is used to mean:
 - a) hostilities following a declaration of War by a governmental authority:
 - b) if there is no declaration of War, then armed, open and continuous hostilities between two countries.
- 3. Any Accident occurring while riding on, boarding or alighting from, any aircraft:
 a) as a pilot, crew member or student pilot:
 b) begin used for stunt flying, racing or endurance tests, firefighting, exploration
 *(This exclusion does not apply to passengers who temporarily perform pilot or crew functions in a life-threatening emergency.)
- 4. Commission or attempted commission of a felonious act, as defined by the laws of the jurisdiction where the crime takes place, which results in a conviction of an Insured Person;
- 5. The Insured being under the influence of an intoxicant or any drugs or narcotics not legally available unless used as prescribed by a licensed Physician for a medical condition other than drug addiction;
- 6. Any activity or condition specifically excluded by name on an Endorsement or Specific Activity Rider forming a part of an Insured Person's Policy;
- 7. Riding or driving in any kind of motorized race;
- 8. While the Insured is engaging or participating in naval, military or air force service or operation;
- 9. The Insured's Intoxication as defined herein;
- 10. Illness, disease, sickness or bacterial infection; except bacterial infection of an Accidental bodily injury or Accidental ingestion of a substance contaminated by bacteria, unless specifically stated to be included;
- 11. Any activity specifically prohibited under the terms and conditions of the Insured's Employment Contract;
- 12. An act of Force or Violence, as defined, which involves the use, release or escape of pathogenic or poisonous biological or chemical materials or of nuclear materials, or which involves, directly or indirectly, nuclear reaction or radiation or radioactive contamination;
- 13. An Act of Terrorism, as defined and outlined in Endorsement Number 1;
- 14. Nuclear Reaction, nuclear radiation or radioactive contamination.

PREMIUM AND TERMINATION FOR DEFAULT OF PREMIUM PAYMENT

Payment of Premium:

Premiums are payable within thirty-one (31) days of the first day of the month and in no case will payment of any premium continue the Policy in force beyond the next premium due date.

Default of Premium Payment:

Failure to pay a premium within thirty-one (31) days of the first day of the month is a default in payment of premium. A default of premium payment will terminate this Policy and all coverage shall cease hereunder from the date of such termination.

Computation of Premium:

The premium is payable as reflected on the Evidence of Insurance. The premium is inclusive of a policy fee, Washington, D.C. Surplus Lines Tax and Washington, D.C. Stamping Tax paid on the Policyholder's behalf.

Unpaid Premium:

The Company will have the option to deny any Benefit Amount payable hereunder until any outstanding premium that is past thirty-one (31) days of the first day of the month.

CLAIM PROVISIONS

NOTICE TO INSURED:

BENEFITS UNDER THE POLICY ARE SEPARATE AND INDEPENDENT OF ANY WORKERS COMPENSATION BENEFITS AVAILABLE UNDER THE LAWS OF THE APPLICABLE JURISDICTION. REGARDLESS OF THIS, TO ENSURE YOUR BENEFITS UNDER CERTAIN PROVISIONS OF THIS POLICY YOU MAY BE REQUIRED TO PROVIDE NOTICE OF YOUR INJURY TO YOUR EMPLOYER.

Notices:

All notices, proofs and other communication intended for the Company shall be provided in writing and sent to their authorized representative, namely:

International Specialty Insurance, Inc. 110 Oakwood Dr., Suite 420 Winston-Salem, NC 27103 U.S.A. (336)835-2230

Notice of Claim:

Written notice of claim must be given to the Company, through its authorized representative ISI at the address above within thirty (30) days after the occurrence or commencement of any loss covered by this Policy, or as soon thereafter as is reasonably possible.

Claim Forms:

When the Company or its authorized representative ISI, receives notice of claim, claim forms for filing proof of claim will be furnished to the Insured or the Insured's Beneficiary. If such forms are not furnished within thirty (30) days after the giving of such notice, the claimant will be deemed to have complied with the requirements of this Policy as to proof of loss upon submitting, within the time fixed in this Policy for filing proof of loss, written proof covering the occurrence, the character and the extent of the loss for which claim is made.

Proof of Loss:

Written proof of loss must be furnished to the Company or its authorized representative ISI, within ninety (90) days after the termination of the period for which the Company is liable. Failure to furnish such proof within the time required will not invalidate nor reduce any claim if it was not reasonably possible to give proof within such time, provided such proof is furnished as soon as reasonably possible and in no event, except in the absence of legal capacity, later than one (1) year from the time proof is otherwise required.

Payment of Claims:

All Benefit Amounts will be payable to the Insured or the Insured's Beneficiary, as appropriate.

Physical Examinations and Autopsy:

The Company, at its own expense, will have the right and opportunity to examine the person of the Insured when and as often as it may reasonably require while a claim is pending hereunder. The Company may also have an autopsy made, unless prohibited by law.

Attaching to and forming a part of Policy No. 7072190000-1235 Re: American Federation of Teachers

GENERAL PROVISIONS

Notices:

All notices, proofs and other communication intended for the Company shall be provided in writing and sent to their authorized representative, namely:

International Specialty Insurance, Inc. 110 Oakwood Dr., Suite 420 Winston-Salem, NC 27103 U.S.A.

Fraud, Misstatement or Concealment:

Any fraud, misstatement, or concealment, either in the statement of proposal made by or on behalf of the Insured prior to or when effecting this Insurance, or any fraudulent claim made hereunder, shall render this Insurance null and void, and all claims hereunder shall be forfeited.

Entire Contract Changes:

This policy including the endorsements, Special Exceptions Rider(s) and the attached papers, if any, constitutes the entire contract of Insurance. No change in this policy will be valid until approved by an authorized representative of the Company and unless such approval be endorsed hereon or attached hereto. No agent has authority to change this Policy or to waive any of its provisions.

Legal Action:

No action at law or in equity will be brought to recover on this Policy prior to the expiration of sixty (60) days after written proof of loss has been furnished in accordance with the requirements of this Policy. No such actions will be brought after the expiration of three years after the time written proof of loss is required to be furnished.

Conformity with State Laws:

Any provision of this Policy which, on its date of issue, is in conflict with the laws of the state where this Policy is issued, is hereby amended to conform to those laws.

GENERAL PROVISIONS

(continued)

Assignment of Benefits:

No benefit provided under this Policy may be assigned, transferred, or encumbered:

- 1. without the consent of the Company; nor
- 2. unless the assignment is in writing in a form acceptable to the Company.

The Company shall not be liable for the validity of any assignment.

Time Limit on Certain Defenses:

After two (2) years from the effective date, only fraudulent misstatements in the application may be used to void this Policy or deny any claim for loss incurred or disability that starts after the two-year period.

Not in Lieu of Workers' Compensation:

This Policy is not in lieu of and does not affect any requirement for coverage by Workers' Compensation Insurance.

Cooperation:

As a condition precedent to exercising its rights under the Policy, the Policyholder and an Insured shall give to the Company or its authorized representative ISI such information and cooperation as it may reasonably require, including but not limited to a description of the claim, the nature of the alleged Injury, timely submission of all necessary medical documentation and full cooperation with all physical examinations as set forth in the Policy.

Examination and Audit:

The Company shall be permitted to examine the Policyholder's and or Insured's records relating to the Policy. The Company may do this at any time during the Policy term and within three (3) years after expiration of the Policy or until final adjustment and settlement of all claims under the Policy have been made, whichever is later.

Clerical Error:

Clerical error (whether by the Policyholder, an Insured or the Company) in keeping the records having to do with the Policy, or delays in making entries on the records, will not void the insurance of any person if that insurance would otherwise have been in effect. A clerical error will not extend the insurance of any person if that insurance would otherwise have ended or been reduced as provided by the Policy

LLOYD'S PRIVACY POLICY STATEMENT

UNDERWRITERS AT LLOYD'S, LONDON

The Certain Underwriters at Lloyd's, London want you to know how we protect the confidentiality of your non-public personal information. We want you to know how and why we use and disclose the information that we have about you. The following describes our policies and practices for securing the privacy of our current and former customers.

INFORMATION WE COLLECT

The non-public personal information that we collect about you includes, but is not limited to:

- Information contained in applications or other forms that you submit to us; such as, name, address, and payment history.
- Information about your transactions with our affiliates or other third-parties; such as, balances and payment history.
- Information we receive from a consumer-reporting agency; such as, credit-worthiness or credit history.

INFORMATION WE DISCLOSE

We disclose the information that we have when it is necessary to provide our products and services. We may also disclose information when the law requires or permits us to do so.

CONFIDENTIALITY AND SECURITY

Only our employees and others who need the information to service your account have access to your personal information. We have measures in place to secure our paper files and computer systems.

RIGHT TO ACCESS OR CORRECT YOUR PERSONAL INFORMATION

You have a right to request access to or correction of your personal information that is in our possession.

CONTACTING US

If you have any questions about this privacy notice or would like to learn more about how we protect your privacy, please contact the agent or broker who handled this insurance. We can provide a more detailed statement of our privacy practices upon request.

LSW1135B

SERVICE OF SUIT CLAUSE (U.S.A.)

It is agreed that in the event of the failure of the Underwriters hereon to pay any amount claimed to be due hereunder, the Underwriters hereon, at the request of an Insured Person (or Reinsured), will submit to the jurisdiction of a Court of competent jurisdiction within the United States. Nothing in this Clause constitutes or should be understood to constitute a waiver of Underwriters' rights to commence an action in any Court of competent jurisdiction in the United States, to remove an action to a United States District Court, or to seek a transfer of a case to another Court as permitted by the laws of the United States or of any State in the United States. It is further agreed that service of process in such suit may be made upon –

Mendes & Mount

750 Seventh Avenue New York, NY 10019 U.S.A.

Foley & Lardner LLP (if California) 555 California Street, Suite 1700 San Francisco, CA 94104-1520 U.S.A.

Locke Lord LLP (if Illinois) 111 South Wacker Drive Chicago, Illinois 60606 U.S.A.

and that in any suit instituted against any one of them upon this contract, Underwriters will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

The above-named are authorized and directed to accept service of process on behalf of Underwriters in any such suit and/or upon the request of the Insured (or Reinsured) to give a written undertaking to an Insured Person (or Reinsured) that they will enter a general appearance upon Underwriters' behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefore, Underwriters hereon hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of an Insured Person (or Reinsured) or any beneficiary hereunder arising out of this contract of insurance (or reinsurance), and hereby designate the above-named as the person to whom the said officer is authorized to mail such process or a true copy thereof.

NMA 1998

NUCLEAR/CHEMICAL/BIOLOGICAL TERRORISM EXCLUSION

It is agreed that, regardless of any contributory cause(s), this insurance does not cover any claim(s) in any way caused or contributed to by an act of terrorism involving the use or release or the threat thereof of any nuclear weapon or device or chemical or biological agent.

For the purpose of this exclusion an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious, or ethnic purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear.

If the Underwriters allege that by reason of this exclusion any claim is not covered by this insurance the burden of proving the contrary shall be upon an Insured Person.

All other terms and conditions remain unchanged

LSW1175 (Accident/Health)

SEVERAL LIABILITY NOTICE

The subscribing insurers' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.

08/94 LSW 1001 (Insurance)

COMPLAINTS PROCEDURE

Notwithstanding anything contained herein any enquiry or complaint should be addressed in the first instance to the Broker.

If You are not satisfied with the way a complaint has been dealt with You may ask the Complaints Department at Lloyd's of London to review Your case without prejudice to your rights in law. The address is:

Policyholder & Market Assistance Lloyd's Market Services One Lime Street London EC3M 7HA

Telephone: +44 (0)207 327 5693 Fax: +44 (0)207 327 5225 Email: complaints@lloyds.com

ENDORSEMENT NUMBER 01

INSURED PERSONS: As Reflected on Evidence of Insurance

JHA TERRORISM INCLUSION CLAUSE

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto, it is agreed that this insurance is extended to include any bodily injury directly or indirectly caused by, resulting from, or in connection with any of the following;

- 1. Murder or Assault subsequently proved beyond reasonable doubt to have been the act of agents of a state foreign to the nationality of an Insured Person whether war be declared with that state or not,
- 2. Terrorist activity,

always provided that an Insured Person(s) are not actively participating in any, or all, of (1) to (2) above, and further provided that neither (1) nor (2) above are <u>the result of the utilization of Nuclear</u>, <u>Chemical or Biological</u> weapons of mass destruction howsoever these may be distributed or combined.

For the purpose of this extension;

i) Terrorist activity means an act, or acts, of any person, or group(s) of persons, committed for political, religious, ideological or similar purposes with the intention to influence any government and/or to put the public, or any section of the public, in fear. Terrorist activity can include, but not be limited to, the actual use of force or violence and/or the threat of such use. Furthermore, the perpetrators of terrorist activity can either be acting alone, or on behalf of, or in connection with any organization(s) or governments(s).

ii) Utilization of Nuclear weapons of mass destruction means the use of any explosive nuclear weapon or device or the emission, discharge, dispersal, release or escape of fissile material emitting a level of radioactivity capable of causing incapacitating disablement or death amongst people or animals.

iii) Utilization of Chemical weapons of mass destruction means the emission, discharge, dispersal, release or escape of any solid, liquid or gaseous chemical compound which, when suitably distributed, is capable of causing incapacitating disablement or death amongst people or animals.

iv) Utilization of Biological weapons of mass destruction means the emission, discharge, dispersal, release or escape of any pathogenic (disease producing) micro-organism(s) and/or biologically produced toxin(s) (including genetically modified organisms and chemically synthesized toxins) which are capable of causing incapacitating disablement or death amongst people or animals.

Notwithstanding the foregoing Underwriters reserve the right to give an Insured Person not less than 168 hours notice of cancellation in respect of the inclusion of any, or all, of the perils listed from (1) to (2) above. Such notice shall be deemed to have been received by an Insured Person at the time and date that it is received by the intermediary through whom this policy was most directly negotiated with Underwriters.

JHA 27/11/01

ENDORSEMENT NUMBER 02

INSURED PERSONS: As Reflected on Evidence of Insurance

COVID-19 GRIEF BENEFIT RIDER

The Company will pay this benefit due to the death of an insured and/or their immediate family member due to COVID-19. It applies only with respect to accidents that occur during the policy period while this rider is in effect. It is subject to all the provisions, limitations and exclusions of the Policy except as they are specifically modified by this Rider.

Counseling Benefit – If an insured and/or their immediate family member die as a result of COVID-19, the Company will pay Covered Counseling Expenses for insured and/or the remaining immediate family members. The Covered Counseling Expenses must be incurred during the policy period and within 60 days of the date of the incident occurrence, up to a maximum of two hundred fifty dollars (\$250) per individual.

Trauma Counseling Benefits do not exceed the usual level of charges for similar counseling sessions in the locality where the expense is incurred do not include charges that would not have been made if no insurance existed.

In order for a claim to be considered or approved, we must receive a completed Lloyd's, London Claim Form.



One Lime Street London EC3M 7HA