

BROWN UNIVERSITY — BENEFITS OFFICE

BUSINESS TRAVEL ACCIDENT PLAN

Introduction

Please note that the information in this document constitute the Summary Plan Description (“SPD”) for Brown University’s (“University” or “Brown”) Business Travel Accident Insurance Program (“BTA”). If there are any discrepancies between the information included herein and the insurance policy, the insurance policy will control.

The benefits under the BTA are fully insured and subject to the terms of the insurance policy (Policy No. ADD N01029381). The insurance company, ACE American Insurance Company (“ACE”), is solely responsible for administering the claims under the policy. The insurance company’s decisions are final and binding. The University has no authority to change ACE’s decisions.

Your receipt of this SPD does not necessarily mean you are eligible for the BTA. You must satisfy the specific eligibility requirements provided in the insurance policy. The BTA is not intended to be, and should not be construed as, a contract for or of employment between you and the University for any specific period of time. To the extent the BTA is determined to be subject to any laws outside of the United States of America, this SPD will only apply to the extent consistent with any such laws. No representation is made in this SPD regarding any foreign laws.

This SPD explains the terms and conditions of the BTA plan as they apply to eligible Employees. Every attempt was made to ensure that this SPD accurately reflects the provisions of the BTA. Definitions in this SPD may have been summarized or paraphrased for purposes of brevity. You should read this SPD in its entirety. However, in the event that information differs from the provisions of the plan, the plan document and insurance contract shall control.

If you have questions about BTA that are not answered in this SPD, please Insurance Office at (401) 863-9481.

The plan documents are available for your review as outlined in the “Statement of ERISA Rights” section of this document.

“You or you” and/or “Your or your” means the eligible employee of Brown, including employees on unpaid sabbatical or special assignment while traveling on the authorization of Brown University.

REVIEWED

By Zachary Cardozo, Mercer Health & Benefits, LLC at 10:47 am, Nov 07, 2012



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

Blanket Accident Insurance Policy Amendment

Policy Number: ADD N01029381

Effective Date: October 15, 2012

Policyholder: Brown University

Amendment No.: 4

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

The Policy has been changed as follows:

- In the *Schedule of Benefits*, Plan Benefits & Covered Activities, Accidental Death & Dismemberment Benefits Dependent Coverage is added to Class 4 as follows:

Spouse of Class 4	\$50,000
Dependents of Class 4	\$25,000
	Business Travel including Limited Personal Deviation
	Relocation including Limited Personal Deviation

- In the *Definitions*, Dependent is changed to:

“Dependent” means an Insured’s lawful spouse under age 70; or an Insured’s unmarried child, from the moment of birth to age 26. A child, for eligibility purposes, includes an Insured’s natural child; adopted child, beginning with any waiting period pending finalization of the child’s adoption; or a stepchild. A Dependent may also include any person related to the Insured by blood or marriage and for whom the Insured is allowed a deduction under the Internal Revenue Code.

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

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

Signed for ACE American Insurance Company in Philadelphia, Pennsylvania.

JOHN J. LUPICA, President

CARMINE A. GIGANTI, Secretary

Overview

Brown University (“University” or “Brown”) provides Business Travel Accident Insurance (“BTA”) if You are in an accident which results in Your death, dismemberment or paralysis while on covered Business Travel.

“Business Travel” means You are traveling on assignment by or with the authorization of Brown, which requires You to travel off University-owned property in the City of Providence or anywhere worldwide. Travel costs must be reimbursable by the University. This coverage does not include commuting between Your home and Your place of work. BTA benefits are payable in addition to any other group benefits.

Coverage starts when You depart from Your home, office or other location, whichever is later, to go on a business trip, and continues until You return to Your home or office, whichever is sooner.

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

1. the date You return to Your home;
2. the date You return to Your place of work; or
3. the date You take a Personal Deviation is more than 14 days.

The University discourages business travel in employee groups larger than five. In the event of multiple losses from one covered accident which exceed the aggregate limit, the benefits payable for each covered person with a valid claim shall be reduced proportionately so that the total amount paid shall not exceed the aggregate limit. The current aggregate limit of liability is \$10,000,000 per accident.

Eligibility

If You are an Active employee of the University on regular payroll at the time of Your travel, You are covered by Brown’s BTA according to the criteria described above. Employees on paid or unpaid sabbatical or special assignments are also covered if traveling at the authorization and request of Brown.. Coverage ends on Your last day of employment at Brown University.

“**Active**” means You are either 1) actively at work performing all regular duties either at the University’s place of business or someplace the University requires You to be; 2) employed, but on a scheduled holiday, vacation day, or period of approved paid leave of absence.

Coverage also extends to Your lawful spouse or Your Dependent Child(ren). Dependent Child is an unmarried child, from the moment of birth to age 26, who is chiefly dependent on You for support, while accompanying You on University authorized and approved Business Travel.

Benefit Amounts

For eligible employees, the maximum Principal Sum benefit is \$400,000.

For eligible Spouses, the maximum Principal Sum benefit is \$50,000.

For eligible Dependent Child, the maximum Principal Sum benefit is \$25,000.

If You suffer a loss of life within 365 days of a covered accident while on University business travel,

Losses

A loss must occur within 365 days from the date of the covered accident. The following chart describes benefits for losses covered by the BTA plan. The maximum benefit amount for all injuries in any single accident will not exceed the maximum Principal Sum benefit.

If within 365 days of an accident*, bodily injuries result in:	Your will receive this percentage of the Maximum Principal Sum benefit:
Loss of Life	100%
Loss of two or more members*	100%
Loss of one member*	50%
Quadriplegia	100%
Hemiplegia	50%
Paraplegia	50%
Thumb and Index Finger of Same Hand	25%
Uniplegia	25%

** Member means Hand or Foot, Sight, Speech or Hearing as defined in the Plan. If the same accident causes more than one of these losses, only one amount will be paid, but it will be the largest amount that applies.*

Permanent Total Disability Benefit

If You are under age 70 and Permanently Totally Disabled as a direct result of a covered accident while on Business Travel, this plan provides a Disability Benefit. If within 365 days from the date of the covered accident, the injury or injuries result in Total Disability, You may receive the maximum Principal Sum benefit is \$400,000, less any amount paid or payable for dismemberment or paralysis ("Losses"). A 30 day waiting period applies.

"Total Disability" or "Totally Disabled" means, due to an Injury from a Covered Accident, You:

1. if employed, cannot do any work for which he or she is, or may become, qualified by reason of education, experience or training; and
2. if not employed, cannot perform the normal and customary activities of a healthy person of like age and sex.

"Permanent Total Disability" or "Permanently Totally Disabled" means an Insured is Totally Disabled and is expected to remain so disabled, as certified by a Doctor, for the rest of his or her life. Permanent Total Disability must be the result of the same Covered Accident that caused the Total Disability.

Coma Benefit

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

Additional Benefits

These benefits are subject to additional terms, conditions and limitations.

Rehabilitation Benefit

The BTA Plan will pay an additional 10% of the Principal Sum up to a maximum benefit of \$50,000 for certain rehabilitation expenses incurred by You due to a covered accident.

Seat Belt Benefit

The BTA Plan will pay an additional benefit of 10% of the Principal Sum up to a maximum benefit of \$10,000 if You suffer a covered loss while wearing a seat belt and operating or riding as a passenger in an automobile.

Airbag Benefit

The BTA Plan can pay an additional benefit of 10% of the Principal Sum up to a maximum benefit of \$10,000 if You suffer a covered loss while wearing a seat belt and also positioned in a seat protected by a properly functioning and properly deployed Supplemental Restraint System (Airbag), while operating or riding as a passenger in an automobile.

Special Adaptation Benefit

The Plan will pay an additional 10% of the Principal Sum up to a maximum of \$50,000 if You suffer a "Presumptive Disability" and require a special housing adaptation or a special vehicle to accommodate the disability.

"Presumptive Disability" means the Insurer will presume You are Totally Disabled if You suffer the complete and irrecoverable loss of sight in both eyes, speech, hearing in both ears, or of any two limbs, hands or feet, provided the loss occurs within one year of the covered accident.

Special Counseling Benefit

An additional benefit shall be provided to help You pay for mental health counseling expenses as the result of a covered accident. The additional benefit amount payable shall be \$150 per Special Counseling session up to a maximum of 10 sessions.

General Exclusions

- Intentionally self-inflicted Injury.
- Suicide or attempted suicide.
- War or any act of war, whether declared or not *.
- A Covered Accident that occurs while on active duty service in the military, naval or air force of any country or international organization.
- Sickness, disease, bodily or mental infirmity, bacterial or viral infection, or medical or surgical treatment thereof, except for any bacterial infection resulting from an accidental external cut or wound or accidental ingestion of contaminated food.
- Piloting or serving as a crewmember in any aircraft.
- Commission of, or attempt to commit, a felony.
- Travel on a University Owned or Leased Aircraft.

**Please Note The BTA plan requires that the University provide prior notification for employees that are planning to travel to one of the following countries: Afghanistan & Iraq. If You are planning to travel on University business to one of these locations, please contact the Insurance Office at (401) 863-9481.*

General Provisions

Cost

Brown University pays the full cost of the Business Travel Accident Plan. If You choose to purchase additional coverage, such as airport travel insurance coverage, You are personally responsible for the cost.

Effective Date

You are covered on Your first day of work for which You are being compensated.

Enrollment

You do not have to enroll in the Brown Business Travel Accident Plan.

Naming a Beneficiary

The Beneficiary (or Beneficiaries) designated in writing for Your Brown group life insurance as on file with Brown University will be the beneficiary (beneficiaries) for Your BTA insurance. If You are not eligible for University group life insurance or did not designate a beneficiary, the normal order of succession will prevail (i.e., spouse, children, parents, etc.).

Your Rights Under the Employee Retirement Security Income Act of 1974 (ERISA)

Information about the Plan

The University makes these benefits available to You as part of its compensation program. Because it does this, it must meet certain legal requirements under ERISA. One of these is that You must be fully informed of Your benefits and Your rights regarding them.

In addition to this booklet describing Your benefits, You automatically receive a summary of the plan's annual financial report. You may also examine all plan documents (i.e., insurance contracts, plan texts, etc.) and other documents which are filed with the Employee Benefits Security Administration, U.S. Department of Labor. These are the governing documents in all cases. They are available from the Plan Administrator for You to examine without charge.

You can receive a copy of any of these documents without charge by making a written request to the Plan Administrator. If You request any documents and do not receive them within 30 days (unless the delay is beyond the control of the Plan Administrator), You have the right to file suit. The University may be required to pay a fine of up to \$110 for each day's delay.

General Facts

Plan Name	Brown University Business Travel Accident Plan
Employer Identification Number	05-0258809
Plan Number	520
Plan Type	Welfare Benefit Plan
Type of Plan Administration	Contract Administration
Plan Year	January 1 to December 31
Plan Administrator	Brown University (or such other Person or Committee as may be appointed from time to time by the University to supervise the administration of the Plan) Box 1879 Providence, RI 02912 (401) 863-2141
Agent for Service of Legal Purposes	Peter J. McGinn Tillinghast, Collins & Graham 10 Weybosset Street Providence, RI 02903 (401) 456-1200
Sources of Plan Contribution	Brown University
How Plan Benefits Are Provided	Benefits are provided for Brown University through an insurance arrangement with: ACE American Insurance Company, 1601 Chestnut Street, Philadelphia, PA 19103. The plan policy number is ADD N01029381.
Plan Continuation	The University intends to continue the Plan indefinitely, but reserves the right to terminate or change it if necessary. If the Plan is terminated or changed, employees who have filed or who are entitled to file claims will receive benefits.

Prudent Management

It is the University's policy and You have the right to expect that the people responsible for the operation of the Plan (called "fiduciaries") act prudently and in the best interest of all participants. However, if the fiduciaries violate the requirements of ERISA, they will be removed and required to repay any losses to the Plan caused through their imprudence. If the Plan funds are misused, You have the right to file suit or request assistance from the U.S. Department of Labor.

Denial of Claims

If Your claim for a benefit is denied in whole or in part, You must receive written explanation for the reason for the denial, specific reference to the Plan and additional information needed, if any. You have the right to ask the insurance company to review and reconsider Your claim. To request a review, You should examine relevant plan documents and then:

- Write directly to the insurance company within 60 days of receiving the denial;
- State Your reason for the belief that the claim was improperly denied; and
- Submit any data, documents or records in support of Your appeal.

The insurance company will respond to Your appeal in writing within 60 calendar days after it is received from You. The insurance company and Plan Administrator have the exclusive right to interpret the Plan. Their decisions are conclusive and binding.

You have the right to file suit in a federal court if the University improperly denies a benefit. The University will not (and cannot) dismiss You or discriminate against You to prevent You from obtaining plan benefits or exercising any of Your rights under ERISA. If You file suit in a court, the court will decide who will pay the court and legal fees.

Additional Information

If You have any questions about Your Plan, You should contact the Plan Administrator. If You have any questions about this statement or about Your rights under ERISA, or if You need assistance in obtaining documents from the Plan Administrator, You should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in Your telephone directory or the Division of Technical Assistance & Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue, NW, Washington, DC 20210. You may also obtain certain publications about Your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

*Benefits Office
July 2012*