

**BUSINESS TRAVEL ACCIDENT INSURANCE  
PLAN**

**and**

**SUMMARY PLAN DESCRIPTION**

**Designed specifically  
for employees of Member Colleges and Universities  
of**

**ACM** Associated Colleges of the Midwest

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This booklet describes the Business Travel Accident Insurance Plan provided to employees of member colleges or universities of the Associated Colleges of the Midwest who are traveling on business for the member college or university. The Plan is underwritten by Gerber Life Insurance Company and is provided to you at no cost.

Accidents are the 5<sup>th</sup> leading cause of death among people of all ages. In the United States alone, each day, over 310 people will die in an accident and over 66,000 people will suffer disabling injuries.

Among working people, accidents are the 1<sup>st</sup> leading cause of death for ages 25 to 45 and the 3<sup>rd</sup> leading cause of death for ages 45 to 55.

Over 40% of these accidental deaths result from motor vehicle accidents.

Accidents result in 24,100,000 disabling injuries annually. 3,700,000 of these injuries are work related with 2,400,000 caused by motor vehicles. The cost of these disabling injuries is \$625.5 billion with 40% attributable to motor vehicle accidents.

In most situations, death due to sickness or disease is not unexpected and people may have time to plan and make the necessary preparations.

Accidental death is unexpected and unfortunately many families may be financially unprepared for this unexpected loss. A serious accidental injury or accidental death of a wage earner can be devastating, even in two-income families. Mortgage payments, rents, child care expenses and day-to-day living costs may all be jeopardized if the money is not there to help provide the financial security employees need.

Associated Colleges of the Midwest's Business Travel Accident Plan helps to provide the needed financial security for you in the event of your accidental death or accidental injury.

When you are traveling on business for a member college or university of the Associated Colleges of the Midwest, you are covered 24-hours a day from the time you leave your place of employment or residence, whichever is later until you return to your place of employment or residence, which ever is earlier.

The Business Travel Accident Plan provides an accidental death benefit up to \$300,000.

The Plan also provides benefits up to \$300,000 for accidental dismemberment and loss of use (loss of hands, feet, speech, sight and hearing).

Additional Benefits provided by the Business Travel Accident Plan include:

- ◆ Rehabilitation Expenses of \$250 per month for 6 months
- ◆ Coma Benefit of 3% of your Principal Sum to a maximum of \$2,000 per month for 12 months
- ◆ Seat Belt Benefit that provides an additional benefit of 10% of your Principal Sum, up to \$25,000, for accidental death, dismemberment and loss of use resulting from a motor vehicle accident provided you were using a properly fastened seat belt at the time of the accident.
- ◆ Air Bag Benefit that provides an additional benefit of 10% of your Principal Sum, up to \$25,000, for accidental death, dismemberment and loss of use resulting from a motor vehicle accident provided you were using a properly

fastened seat belt at the time of the accident and seating in a seat protected by a Supplemental Restrain System (air bag).

- ◆ Surgical Reattachment Benefit – up to 50% of your Principal Sum to help offset the costs involved to reattach a severed leg, arm, hand or foot due to a covered accident
- ◆ Criminal Assault Benefit provides an additional benefit up to \$15,000 for loss of life or loss of use of a limb, sight, speech or hearing due a violent criminal act occurring while you are performing your occupational duties

*These Benefits are more fully described in the pages which follow.*

When you travel over 100 miles from your home or to a foreign country on business for a member college or university, you have the additional benefit of Assist America Global Emergency Services.

Assist America provides:

- Medical Consultation
- Evaluation and Referral
- Hospital Admission Guarantee
- Emergency Medical Evacuation
- Critical Care Monitoring
- Medically Supervised Repatriation
- Prescription Assistance
- Emergency Message Transmission
- Transportation to Join Patient
- Care for Minor Children
- Return of Mortal Remains
- Emergency Trauma Counseling
- Lost Luggage or Document Assistance
- Interpreter and Legal Referrals
- Pre-trip Information

There is no dollar limit on any part of Assist America services

Assist America guarantees hospital admission worldwide, and does not require a credit card to financially guarantee admission.

*Assist America is more fully described in the Assist America brochure*

While this booklet describes the Business Travel Accident Plan arranged for your benefit, **it is not considered as the contract of insurance.** For simplicity, this Plan has been described in a general and brief manner in this booklet. The complete terms of the Business Travel Accident Plan are set forth in the original Policy issued to Associated Colleges of the Midwest

## **TERMS USED IN THE PLAN**

In order to fully understand the extent of your coverage under this Business Travel Accident Plan, you should be familiar with the following terms.

### When On Business For The Policyholder

Furthering the business of a member college or university of the Associated Colleges of the Midwest. This does not include an Injury sustained during travel to and from work, leave of absence, vacation or personal deviation exceeding 3 days.

### Personal Deviation

An activity that is not reasonably related to the business of a member college or university and not incidental to a bonafide trip.

### Bonafide Trip

A trip made in good faith and authorized by the member college or university for the purpose of furthering the business of the member college or university.

### On the Premises of the Policyholder

The location where the member college or university conducts its business, including the location where you perform your occupational duties.

### Injury

Accidental bodily injury which: (i) is direct and independent of any other cause; and (ii) requires treatment by a licensed physician or surgeon, acting within the scope of his or her license.

### Exposure

Being exposed to the elements following the disappearance, forced landing, stranding, sinking or wrecking of a vehicle. Exposure will be deemed an accidental bodily injury.

### Disappearance

Failure to find the body within one year after the disappearance, forced landing, stranding, sinking or wrecking of a vehicle. Disappearance will be deemed accidental loss of life, provided there has been a judicial determination of death.

### Loss of Use

The complete, total and irrecoverable loss of the use of an arm, leg, hearing, speech or sight.

### Coma

Being in a state of complete mental unconsciousness without response to stimulation.

### Comatose

Being in a coma.

### Airworthiness Certificate

The "Standard" Airworthiness Certificate issued by the Federal Aviation Agency of the United States or its foreign equivalent.

### Seat Belt

A properly installed seat belt, lap and shoulder restraint, child restraint or other restraint approved by the National Highway Traffic Safety Administration.

### Supplemental Restraint System

An original factory installed air bag designed to inflate on impact for added protection to the head and chest areas.

### Base Annual Earnings

Base Annual Earnings means base annual income received from a member college or university exclusive of bonuses, overtime and any other extra or special compensation. If not employed for twelve (12) months, then average monthly base earnings for the period employed multiplied by twelve (12), exclusive of bonus, overtime and any other extra or special compensation.

With respect to employees paid on an hourly basis, base annual earnings means the hourly rate times the number of hours worked in a normal work week times fifty-two (52), but not to exceed a total of two thousand eighty (2,080) hours per year.

### Criminal Assault

A physical attack by another person resulting in bodily injury. A physical attack is any willful or unlawful use of force or violence with the intent to cause bodily injury. The physical attack must be considered a felony or a misdemeanor in the jurisdiction where it occurred.

## **WHAT THE PLAN COVERS**

The Business Travel Accident Insurance Plan provides all-risk accident protection against most types of accidents while you are traveling on business, including when you are flying as a passenger (but not as a pilot or crew member) in any civilian aircraft having a current and valid Airworthiness Certificate, except aircraft owned or leased by a member college or university or by the Associated Colleges of the Midwest.

Coverage begins when you leave your residence or place of regular employment, which ever is last, for the purpose of a business trip and continues until you return to your residence or place of regular employment, which ever is first, following a business trip or you undertake a personal deviation.

If you travel to a location away from your place of regular employment and are expected to remain at that location for more than 30 days, such location shall be deemed a change in your place of regular employment.

## **ELIGIBILITY**

Class I If you are an active full-time employee of a member college or university working at least 17.5 hours per week, you are eligible for coverage under the Business Travel Accident Plan when you are traveling for a member college or university, on the member college or university's business.

Class II If you are an active trustee of a member college or university, you are eligible for coverage under the Business Travel Accident Plan when you are traveling for the member college or university, on the member college or university's business.

## **BENEFIT AMOUNT**

Class I The Principal Sum is an amount equal to two (2) times your Base Annual Earnings, subject to a minimum of \$100,000 and a maximum of \$300,000.

Class I The Principal Sum is \$100,000.

Upon attainment of the ages shown below, your Principal Sum will be reduced as follows:

Age at Date of Loss	Principal Sum reduced to
70 – 74	65% of the Principal Sum prior to age 70
75 – 79	45% of the Principal Sum prior to age 70
80 – 84	30% of the Principal Sum prior to age 70
85 and over	15% of the Principal Sum prior to age 70

All Plan benefits that are based on your Principal Sum will be computed according to the above schedule.

## **BENEFITS**

### Accidental Death and Loss of Use Benefit

Gerber Life Insurance Company will pay a benefit for loss due to Injury caused by an accident to you when on business of a member college or university during any bonafide trip as shown in the table below. The loss must occur within 365 days after the date of the accident. You must be covered under the Policy on the date of the accident.

Table of Losses:

For Loss of:

Life .....	The Principal Sum
Sight of Both Eyes .....	100% of The Principal Sum
Speech and Hearing of Both Ears .....	100% of The Principal Sum
Both Hands or Both Feet .....	100% of The Principal Sum
One Hand and One Foot .....	100% of The Principal Sum
Loss of Use of Four Limbs .....	100% of The Principal Sum
Loss of Use of Three Limbs .....	75% of The Principal Sum
Loss of Use of Two Limbs .....	67% of The Principal Sum
Loss of Use of One Limb .....	50% of The Principal Sum
Either Hand or Foot .....	50% of The Principal Sum
Sight of One Eye .....	50% of The Principal Sum
Speech or Hearing of Both Ears .....	50% of The Principal Sum
Hearing of One Ear .....	25% of The Principal Sum
Thumb and Index Finger of Same Hand .....	25% of The Principal Sum

Maximum - All Losses - Any One Accident .....100% of The Principal Sum

Loss means the:

- (i) complete, total and irrecoverable loss of use of a hand at or above the wrist;
- (ii) complete, total and irrecoverable loss of use of a foot at or above the ankle joint;
- (iii) complete, total and irrecoverable loss of use of a limb at or above the elbow or knee;
- (iv) complete, total and irrecoverable loss of the sight of an eye;
- (v) complete, total and irrecoverable loss of speech;
- (vi) complete, total and irrecoverable loss of hearing; or
- (vii) complete, total and irrecoverable loss of thumb and index finger at or above the knuckles.

### Rehabilitation Benefit

Gerber Life Insurance Company will pay a Rehabilitation Benefit for loss due to Injury caused by an accident to you when on business of a member college or university during any bonafide trip. The loss must occur within 90 days after the date of the accident. You must be covered under the Policy on the date of the accident.

The Rehabilitation Benefit is \$250 per month and will be paid for up to paid for 6 months.

In order for benefits to be paid, you must be receiving rehabilitation therapy from an accredited therapist as the result of the accident. You must continue to undergo rehabilitation therapy for benefits to be paid.

### Coma Benefit

If Injury caused by an accident when on business of a member college or university during any bonafide trip results in you being in a coma for at least 60 consecutive days, Gerber Life Insurance Company will pay a coma benefit to you. You must be covered under the Policy on the date of such accident. The coma must occur within 90 days after the date of such accident. The coma must result from accidental bodily injury which is direct and independent of any other cause.

The coma benefit is equal to 3% of the applicable Principal Sum, subject to a minimum of \$500 and a maximum of \$2,000 per month and will be paid for up to 12 months.

The first coma benefit will be paid on the date the Company receives proof that you are in a coma which:

- (a) resulted from accidental bodily Injury direct and independent of any other cause;
- (b) requires treatment by a licensed physician or surgeon acting within the scope of his or her license;
- (c) requires that you are hospital confined; and
- (d) the coma has lasted for at least 60 consecutive days.

The coma benefit will end when the comatose condition ceases, whether by death, recovery or any other change of such condition.

### Surgical Reattachment Benefit

Gerber Life Insurance Company will pay a benefit for the reasonable medical expenses, shown below, required to surgically reattach a severed arm, leg, hand or foot due to an Injury caused by an accident to you when on business of a member college or university during any bonafide trip. The loss must occur within 30 days after the date of the accident. You must be covered under the Policy on the date of the accident.

You must have suffered a loss due to an Injury caused by an accident as shown in the Table of Losses below.

Items of reasonable medical expense are:

- (1) medical treatment by a licensed physician or surgeon, acting within the scope of his or her license;
- (2) services of a licensed anesthesiologist, acting within the scope of his or her license;
- (3) services of a licensed nurse, acting within the scope of his or her license; and
- (4) hospital confinement.



Table of Losses:

For Loss of:

Both Legs or Both Arms .....	50% of The Principal Sum
Both Hands or Both Feet .....	50% of The Principal Sum
One Arm and One Leg .....	50% of The Principal Sum
One Hand and One Foot .....	50% of The Principal Sum
Either Leg or Arm .....	25% of The Principal Sum
Either Hand or Foot .....	25% of The Principal Sum

Maximum - All Losses - Any One Accident ..... 50% of The Principal Sum

Loss shall mean the:

- (i) loss of a leg by total severance at or above the knee;
- (ii) loss of an arm by total severance at or above the elbow;
- (iii) loss of a hand by total severance at or above the wrist;
- (iv) loss of a foot by total severance at or above the ankle joint;

Criminal Assault Benefit - Occupational

Gerber Life Insurance Company will pay an additional benefit of 5% of the applicable Principal Sum, subject to a minimum of \$500 and a maximum of \$15,000, for loss due to Injury caused by an accident to you as a result of a violent criminal act committed by a person or persons.

Coverage will apply to an Injury sustained by you while performing your occupational duties, whether on the premises of a member college or university or at any other work location.

You must be covered under the Policy on the date of such accident. The loss of life must occur within 365 days after the date of such accident.

Exclusion

Coverage does not apply to any Injury sustained from your own criminal act or any attempted criminal act.

Private Passenger Automobile Seat Belt Benefit

Gerber Life Insurance Company will pay an additional benefit of 10% of the applicable Principal Sum, subject to a minimum of \$500 and a maximum of \$25,000, for loss due to Injury caused by an accident to you when on business of a member college or university during any bonafide trip while operating or riding as a passenger in a private passenger automobile provided that you were wearing a properly fastened seat belt at the time of the accident.

You must be covered under the Policy on the date of such accident. The loss must occur within 365 days after the date of such accident.

No benefit is payable if you were the operator of the automobile and you were under the influence of alcohol or drugs.

Seat Belt usage must be verified by:

- (i) a doctor;
- (ii) a coroner;
- (iii) a police officer; or
- (iv) any other person of competent authority.

Private Passenger Automobile Air Bag Benefit

Gerber Life Insurance Company will pay an additional benefit of 10% of the applicable Principal Sum, subject to a minimum of \$250 and a maximum of \$25,000, for loss due to Injury caused by an accident to you when on business of a member college or university during any bonafide trip while operating or riding as a passenger in a private passenger automobile provided you were wearing a properly fastened seat belt at the time of the accident and were positioned in a seat protected by a properly functioning original factory installed Supplemental Restraint System that deploys on impact.

You must be covered under the Policy on the date of such accident. The loss must occur within 365 days after the date of such accident.

No benefit is payable if you were the operator of the automobile you were under the influence of alcohol or drugs.

Seat Belt and Supplemental Restraint System usage must be verified by:

- (i) a doctor;
- (ii) a coroner;
- (iii) a police officer; or
- (iv) any other person of competent authority.

**PAYMENT OF BENEFITS:**

The Dismemberment Benefit is payable to you. The Benefit for loss of life will be paid as follows:

- (a) to the beneficiary or beneficiaries designated in writing by you, otherwise;
- (b) to your widow or widower, if surviving you, otherwise;
- (c) to your surviving child or children in equal shares, otherwise;
- (d) to your parents in equal shares or the surviving parent, otherwise;
- (e) to your surviving brothers and sisters in equal shares or the survivors of them, otherwise;
- (f) to your estate.

## THE PLAN'S LIMITATIONS

The maximum aggregate amount payable on account of several employees being injured in the same accident is \$1,500,000. In the event the total benefits otherwise payable to the injured employees or beneficiaries exceed this figure, each injured employee or beneficiary will be paid a proportionate share of the loss rather than his or her normal benefit.

## THE PLAN'S EXCLUSIONS

Benefits are not paid for any loss caused by or resulting from:

- (a) suicide or intentionally self-inflicted injury; whether sane or not (in Missouri, while sane);
- (b) bacterial infection, except those which occur with a cut or wound at the time of the accident or which result from the accidental ingestion of a poisonous substance;
- (c) any kind of disease;
- (d) medical or surgical treatment (except surgical treatment required by the accident);
- (e) war or any act of war;
- (f) injury sustained while riding as a pilot or crew member of any aircraft;
- (g) injury sustained while in any of the armed forces, except temporary domestic National Guard or Reserve duty for less than 30 days;
- (h) injury sustained while riding in any aircraft owned or leased by a member college or university or the Associated Colleges of the Midwest;
- (i) voluntarily taking any drug, chemical or controlled substance, unless taken as prescribed by a licensed physician;
- (j) committing or attempting to commit a felony; and
- (k) operating any vehicle with a blood alcohol level greater than the legal limit.

## THE EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974 (ERISA)

### Statement of Rights and Information

#### HOW TO FILE A CLAIM

If you should suffer a loss covered by the Policy, either you or your beneficiary should contact the Plan Administrator to obtain claim forms. Read the instructions on these forms carefully and be sure that all the questions are answered. Remember to include any required attachments when you return the completed forms. After your claim has been processed by the applicable Plan fiduciary, you will be notified in writing if any additional information is required or if any benefits are denied in whole or in part.

#### RESPONSIBILITIES OF THE PLAN FIDUCIARIES

In carrying out their respective responsibilities under the Plan, the applicable Plan fiduciaries, identified herein as responsible for adjudicating claims shall have the discretionary authority to interpret the terms of the Plan and to determine eligibility for Plan benefits. Any interpretation or determination made pursuant to such discretionary authority shall be given full force and effect, unless it can be shown that the interpretation or determination was arbitrary and capricious.

#### YOUR RIGHT TO APPEAL

If you have any questions about a claim payment, call or write the Plan Administrator. If your claim has been denied in whole or in part and you do not agree, you should write, within 60 days, to the claim office which advised you of the denial. Be sure you state why you believe the claim should not have been denied, and submit any data you think is appropriate. Your appeal will be reviewed by the office that processed your claim. Any appeal that cannot be resolved by that office will be forwarded to the insurance company's home office for review and final decision. The party hearing the appeal has the discretionary authority to interpret the Plan and the Policy and to determine eligibility for benefits. You will be notified of the final decision within 60 days after the date of your appeal unless there are special circumstances in which case you will be notified within 120 days.

#### NAME OF PLAN

Associated Colleges of the Midwest Business Travel Accident Insurance Plan.

#### PLAN SPONSOR AND ADMINISTRATOR

Associated Colleges of the Midwest  
123 Main Street  
Any city, any State XXXXX  
(000) 000-0000

#### PLAN IDENTIFICATION

Employer Identification Number: 36-2600769  
Plan Number: 501

#### TYPE OF ADMINISTRATION

Contract administration. All benefits provided by Group Policy Number BTA-2156 issued to the Plan sponsor by Gerber Life Insurance Company. You may inspect this Policy and the annual report filed with the U.S. Department of Labor at the Corporate Office of Associated Colleges of the Midwest or your local personnel office. Copies may be obtained at a reasonable cost.

#### FUNDING

All payments to support the Plan are made by Associated Colleges of the Midwest.

#### END OF PLAN YEAR

December 31<sup>st</sup>.

#### DESIGNATED AGENT FOR SERVICE OF LEGAL PROCESS

Legal process may be made upon the Plan Administrator at the address above.

#### YOUR ERISA RIGHTS

As a participant in the Plan, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all Plan participants shall be entitled to:

- 1) Examine, without charge, at the Plan Administrator's office, all Plan documents, including insurance contracts and copies of all documents filed by the Plan with the U.S. Department of Labor, such as detailed annual reports and Plan descriptions.
- 2) Obtain copies of all Plan documents and other Plan information upon written request to the Plan Administrator. The Plan Administrator may make a reasonable charge for the copies.
- 3) Receive a summary of the Plan's annual financial report. The Plan Administrator is required by law to furnish each participant with a copy of this summary annual report.

In addition to creating rights for Plan participants, ERISA imposes duties upon the people who are responsible for the operation of the Plan. The people who operate the Plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in the interest of you and the other Plan participants and beneficiaries.

No one, including your employer or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a welfare benefit or exercising your rights under ERISA.

If your claim for welfare benefit is denied in whole or in part, you must receive a written explanation of the reason for the denial. You have the right to have the applicable Plan fiduciary review and reconsider your claim.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request materials from the Plan Administrator and do not receive them within 30 days, you may file suit in a federal court. In such case, the court may require the Plan Administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Plan Administrator. If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a federal court. If it should happen that Plan "fiduciaries" misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous. If you have any questions about your plan, you should contact the Plan Administrator.

The right is reserved in the Plan for the Plan Sponsor to terminate, suspend, withdraw, amend or modify the Plan, covering any active employee, or current retiree or future retiree, in whole or in part at any time. Any such change or termination in benefits (i) will be based solely on the decision of the Plan Sponsor and (ii) may apply to all active employees, current retirees or future retirees and dependents, as either separate groups or as one group. This is subject to the applicable provisions of the Plan.

If you have any questions about this statement or about your rights under ERISA, you should contact the nearest Office of the Employee Benefits Security Administration, U.S. Department of Labor.