

Voluntary Accident INSURANCE PROGRAM Issued by FEDERAL INSURANCE COMPANY

FOR

BANKNEWPORT, AS TRUSTEE FOR G.A.R.D. TRUST FOR THE ACCOUNT OF Addvantage Care Benefit Services, 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

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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:

BANKNEWPORT, AS TRUSTEE FOR G.A.R.D. TRUST FOR THE ACCOUNT OF Addvantage Care

Benefit Services, Inc.

P.O. BOX 450

NEWPORT, RI 02840

Policy Number: 9906-69-29 Effective Date: 12/1/2009

Anniversary Date: December 1

Issued by the stock insurance company

indicated below:

FEDERAL INSURANCE COMPANY

Incorporated under the laws of

INDIANA

GCA5002

Section II-Policy Period and Company

Policy Period

From: 12/1/2009

To: 12/1/2010

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 issued to the **Policyholder** by the **Company**, 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)

J.L. J. Segue-President W. Andrew Moson Secretary

Pret Handres

Authorized Representative

Premium Summary

Section I - Premium Due Date

12/01/2009 and the first of each month thereafter.

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:

Clas	s Plan Option	Monthly Rates per
		\$1,000 of Insurance
1	Member	0.06
2	Member & Family	0.12

REPORTING:

Reporting Period Premium Payment

Monthly Thirty one (31) days after the Premium Due Date shown in Section I above.

The Monthly rate is applied to the total amount of insurance for each Class.

Schedule of Benefits

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

Policyholder's Name:

BANKNEWPORT, AS TRUSTEE FOR G.A.R.D. TRUST FOR THE ACCOUNT OF Addvantage Care Benefit Services. Inc.

Issued by the stock insurance company indicated below:

FEDERAL INSURANCE COMPANY Incorporated under the laws of INDIANA

GCA6000

Section I - Insured Persons

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

Class Description

- All Addvantage Cardmembers who enroll through employers who are participating members of the G.A.R.D. TRUST, who have elected coverage and paid the required premium.
- 2 All Addvantage Cardmembers who enroll through employers who are participating members of the G.A.R.D. TRUST, who have elected coverage and paid the required premium and Family.
 - 1) no person insured as a **Primary Insured Person** can be insured as a **Dependent**; and
 - no person shall be insured as a Dependent of more than one Primary Insured Person.

GCA6002

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.

If the same benefits apply under multiple **Classes** for which an **Insured Person** has **Contributory Insurance** under this policy, then only the largest **Benefit Amount** for each benefit applicable under all such **Classes** will be paid.

If the same benefits apply under multiple **Classes** for which an **Insured Person** has **Non-Contributory Insurance** under this policy, then only the largest **Benefit Amount** for each benefit applicable under all such **Classes** will be paid.

GCA6004

Section II - Qualification Period

Contributory Insurance

For **Insured Persons** in an eligible **Class** on the Effective Date: none For **Insured Persons** entering an eligible **Class** after the Effective Date: none GCA6008

Section III - Hazards

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

Class Hazard(s)

- 1 24 Hour Business and Pleasure
- 2 24 Hour Business and Pleasure

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**.

Section IV - Benefits

A) Principal Sum

The following are Principal Sums for each Class :			
Class	Hazard	Principal Sum	
1	24 Hour Business and Pleasure	The benefit amount selected by the Addvantage	
		Cardmember of the participating organization in	
		multiples of \$25,000, subject to a minimum of \$25,000	
		and a maximum of \$200,000.	
2	24 Hour Business and Pleasure	The benefit amount selected by the Addvantage	
		Cardholder in multiples of \$25,000, subject to a	
		minimum of \$25,000 and a maximum of \$200,000.	
		The spouse or Domestic Partner's benefit amount is	
		equal to 100% of the Addvantage Cardholder's benefit	
		amount and each dependent child's benefit amount is	
		equal to 10% of the Addvantage Cardholder's benefit	
		amount. If there is no spouse or Domestic Partner, the	
		dependent child's benefit amount is equal to 20% of	
		the Addyantage Cardholder's benefit amount	

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)

A11

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 Sigl	nt
of One Eye	100%
Loss of Hands (Both), Loss of Feet (Both), Loss of Sight or a combination	n
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 I	Multiple Losses and Multiple

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.

GCA6018

GCA6016

C) Additional Benefits

Benefits, of the Contract.

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

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

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

Home Alteration or Vehicle Modification

Class 1

Benefit Amount for Home Alteration 10% of the Principal Sum

Benefit Amount for Vehicle Modification 10% of the Principal Sum

Maximum Benefit Amount 20% of the Principal Sum to a maximum of \$20,000

Class 2

Benefit Amount for Home Alteration 10% of the Principal Sum

Benefit Amount for Vehicle Modification 10% of the Principal Sum

Maximum Benefit Amount 20% of the Principal Sum to a maximum of \$20,000

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

GCA6050

Medical Evacuation and Repatriation

Class 1

Maximum Benefit Amount Unlimited

Benefit Amount(Hospital Admission Guaranty) \$5,000

Family Travel Expense Benefit Amount

(Maximum Per Day) \$100

(Maximum Number of Days) 5

Class 2

Maximum Benefit Amount \$50,000

Benefit Amount(Hospital Admission Guaranty) \$5,000

Family Travel Expense Benefit Amount

(Maximum Per Day) \$100

(Maximum Number of Days) 5

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

GCA6056

Psychological Therapy Expense

Class 1

Benefit Amount 5% of the Principal Sum up to a maximum of \$10.000

Class 2

Benefit Amount 5% 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.

GCA6072

Rehabilitation Expense

Class 1

Benefit Amount 5% of the **Principal Sum** up to a maximum of \$10,000

Class 2

Benefit Amount 5% 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.

Seat Belt and Occupant Protection Device

Class 1

Benefit Amount for Seat Belt 10% of the Principal Sum

Alternate Benefit Amount \$3,000

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 \$40,000

Class 2

Benefit Amount for Seat Belt 10% of the Principal Sum

Alternate Benefit Amount \$3,000

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 \$40,000

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

GCA6080

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

Hazards

24 Hour Business and Pleasure Hazard

24 Hour Business and Pleasure Hazard means all circumstances, subject to the terms and conditions of the policy, to which an Insured Person may be exposed. GCA5513

Contract

Section I - Insurance

Subject to all the terms and conditions of this policy and the payment of 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**. GCA5010

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:

- the Insured Person dies:
- 2) the Insured Person is no longer in a Coma; or
- total payments equal the Maximum Benefit 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.

Home Alteration or Vehicle Modification

We will reimburse charges up to the Benefit Amount for Home Alteration or the Benefit Amount for Vehicle Modification, up to the maximum 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:

- 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 government 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 expense is 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. GCA5040

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 and Repatriation is payable in addition to any other applicable Benefit Amount under this policy.

This insurance applies only if the covered trip:

- 1) is more than 100 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) 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 and 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, but in no event will We pay more than the Benefit Amount for Medical Evacuation and Repatriation shown in Section IV-C of the Schedule of Benefits.

Limitation on Medical Evacuation and Repatriation

With respect to **Medical Evacuation and Repatriation** only, the Disease or Illness Exclusion in Section VI - General Exclusions of the Contract does not apply. GCA5046

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) an insured **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:

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

GCA5062

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:

- prevents a Primary Insured Person from performing all the duties of such Primary Insured Person's regular occupation; and
- 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:

- 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**.

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. If it cannot be determined whether an **Insured Person** was using a **Seat Belt**, then the alternate **Benefit Amount** for **Seat Belt**, shown in Section IV-C of the Schedule of Benefits will be paid.

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** other than an alternate **Benefit Amount**.

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

GCA5070

Section II - Eligibility, Effective Date and Termination

Eligibility

A person becomes insured under this policy if:

- 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 elected insurance under this policy or for whom insurance is elected;
- such person has completed any required Qualification Period as shown in Section II of the Schedule of Benefits; and
- 4) the required premium for such person has been paid.

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;
- the date on which such person first meets the eligibility criteria as a member of an eligible Class of Insured Persons; or
- 3) the beginning of the period for which required premium is paid for such **Insured Person**.

If an employee of a **Policyholder**, who would otherwise qualify as a **Primary Insured Person**, is not **Actively At Work** on the date insurance would otherwise be effective, then such insurance will not be effective until the date such person returns to **Active Work**. Insurance for a **Dependent** will also be delayed until such employee returns to **Active Work**. If a **Dependent** is in a **Hospital** on the date the insurance would otherwise be effective, then the effective date will be delayed until the **Dependent** is released from the **Hospital**.

GCA5082

Termination of Insurance for an Insured Person

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

- 1) the date this policy ends;
- 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.

GCA5084

Section III - Extensions Of Insurance

Extensions of Insurance are subject to the provisions of Section I-Insurance of the policy, 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.

GCA5088

GCA5088

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.

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**. GCA5092

Section V - Territory

This insurance applies worldwide.

GCA5094

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
- operated by an employee of the Policyholder on the Policyholder's behalf.

GCA5095

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** riding as a passenger 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 lifethreatening emergency.

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.

GCA5102

Illegal Acts

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** commission or attempted commission of any illegal act including but not limited to any felony.

GCA5104

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.

GCA5106

Intoxication Exclusion

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 intoxicated, at the time of an **Accident**. Intoxication is defined by the laws of the jurisdiction where such **Accident** occurs.

GCA5108

Narcotic Exclusion

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 under the influence of any narcotic or other controlled substance at the time of an **Accident**. This exclusion does not apply if any narcotic or other controlled substance is taken and used as prescribed by a **Physician**.

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.

GCA5116

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**.

GCA5118

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.

GCA5120

Trade Sanctions

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

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

GCA5122

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**. GCA5126

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;
- arises from a source external to an Insured Person:
- 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.

GCA5600

Accidental Bodily Injury

Accidental Bodily Injury means bodily injury, which is:

- 1) Accidental:
- 2) 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 include conditions caused by repetitive motion injuries, or cumulative trauma not a result of an Accident. including, but not limited to:

- Osgood-Schlatter's Disease;
- 2) bursitis:
- Chondromalacia:
- 4) shin splints;
- 5) stress fractures:
- 6) tendinitis; and
- 7) Carpal Tunnel Syndrome.

GCA5602

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.

GCA5606

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.

GCA 5610

Benefit Amount

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

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

GCA5612

Class

Class means the categories of Insured Persons described in Section I of the Schedule of Benefits. GCA5628

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. GCA5632

Company

Company means FEDERAL INSURANCE COMPANY. GCA5648

Contributory Insurance

Contributory Insurance means insurance that the Policyholder makes available for which the premium payment is either shared by the Policyholder and Insured Person or paid completely by an Insured Person. GCA 5649

Conveyance

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

GCA5650

Covered Expenses

- 1) With respect to **Medical Evacuation. Covered Expenses** means the cost for:
 - 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
 - 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

- medical supplies and services which are:
 - a) ordered or prescribed by an attending Physician; and
 - 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
 - medical supplies and services which:
 - a) are ordered or prescribed by an attending Physician; and
 - are, in the opinion of an attending Physician, necessarily incurred in connection with Repatriation of an Insured Person; or
 - are necessary 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 by 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
- traveling for the purpose of obtaining medical treatment.

GCA5654

Dependent

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

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

GCA5662

Domestic Partner

Domestic Partner means a person designated in writing at enrollment by a Primary Insured Person 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;
- 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;
 - 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.

GCA5666

Emergency Medical Treatment

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

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

GCA5674

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. GCA5678

Full-time Employee

Full-time Employee means an employee who works at least 30 hours per week.

GCA5684

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.

GCA5688

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.

GCA5696

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**. GCA5702

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.

GCA5706

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
- 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.

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.

GCA5714

Immediate Family Member

Immediate Family Member means an Insured Person's:

- 1) Spouse or Domestic Partner;
- 2) children including adopted children or 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 or stepchildren; legal guardians or wards; siblings or siblings-in-law; parents or parents-in-law; grandparents or grandchildren; aunts or uncles; nieces or nephews.

GCA5716

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
- under the age of twenty five (25) if enrolled as a full-time student at an Institution of Higher Learning.

GCA5718

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.

GCA5724

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
- for whom insurance is elected.
- 3) and on whose behalf premium is paid.

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** includes aircraft subject to a short-term lease. If the written lease is short term, then the lease term shall not be more than two (2) trips.

GCA5730

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.

GCA5732

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. GCA5734

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.

GCA5736

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**.

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.

GCA5740

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**. GCA5742

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**. GCA5744

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**.

GCA5748

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.

GCA5750

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.

GCA5756

Medically Necessary

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

- 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
- could not be eliminated without adversely affecting the patient's condition.

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:
- physical therapy, including diathermy, ultrasonic, whirlpool or heat treatment, adjustment, manipulation, massage and the office visit associated with such therapy;
- 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.

GCA5760

Non-Contributory Insurance

Non-Contributory Insurance means insurance that the Policyholder makes available for which the premium is paid completely by the Policyholder.

GCA5763

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.

GCA5764

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. GCA5768

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. GCA5770

Owned Aircraft

Owned Aircraft means any aircraft to which the Policyholder holds legal or equitable title. GCA5772

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**.

GCA5774

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.

GCA5782

Policyholder

Policyholder means the entity identified in the Insuring Agreement. GCA5786

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; and
- 3) pays the required premium for the insurance elected.

GCA5790

Principal Sum

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

GCA5792

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.

Proof of Loss

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

GCA5794

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.

GCA5796

Psychological Therapy Expense

Psychological Therapy Expense means Reasonable and Customary Charges for Psychological Therapy. GCA5797

Ouadriplegia

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**. GCA5798

Reasonable and Customary Charge

Reasonable and Customary Charge means the lesser of:

- the usual charge made by the **Physician** or other health care provider for a given service or supply; or
- the charge We 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.

GCA5804

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:

- provided by a therapist licensed, registered, or certified to perform such treatment; or
- 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**.

GCA5800

Rehabilitation Expense

Rehabilitation Expense means Reasonable and Customary Charges for Rehabilitation. GCA5802

Repatriation

Repatriation means:

- 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

GCA5810

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. GC 45820

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

Specialized Aviation Activity shall include any flight which requires a special permit or waiver from a governmental authority having jurisdiction over civil aviation, whether or not such permit or waiver is granted.

GCA5826

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.

GCA5828

Subsidiary

Subsidiary means any organization in which:

- 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
- the Policyholder exercises management control.

GCA5832

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.
GCA5854

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**.

GCA5856

War

War means:

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

GCA5858

We, Us and Our

We, Us and Our means FEDERAL INSURANCE COMPANY.

GCA5860

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**, and who:

- 1) enrolls for insurance;
- completes a Qualification Period as shown in Section II of the Schedule of Benefits, if required; and
- 3) pays the required premium,

will become an Insured Person on the later of:

- 1) the policy effective date; or
- the date on which any required Qualification Period as shown in Section II of the Schedule of Benefits is completed.

GCA5151

Absolute Assignment

An **Insured Person** may assign his or her rights under this policy provided such assignment is in writing and signed by an **Insured Person**. The assignment may be made irrevocable. The assignments shall be filed with the **Policyholder** and 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. GCA5152

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.

GCA5154

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.

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:

- 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:

- in writing;
- 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:

- 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;
- 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.

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.

GCA5160

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.

GCA5162

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.

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. GCA5166

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. GCA5168

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. GCA5170

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.

GCA5172

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 \mathbf{We} are liable. Subsequent written proof of the continuance of such disability must be given to \mathbf{Us} at such intervals as \mathbf{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.

GCA5174

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.

GCA5176

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.

GCA5178

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. GCA5182

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.

GCA5183

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. GCA5184

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**.

GCA5186

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**.

GCA5188

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. GCA5190

Liberalization

If We adopt any changes:

- 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.

GCA5192

Newly Acquired or Newly Formed Organizations

If the **Policyholder** acquires or forms another entity that becomes a **Subsidiary**, then the **Policyholder** may request that all eligible members of the **Subsidiary** become insured under this policy subject to the following:

- all eligible members of such Subsidiary fit the Class Description shown in Section I
 of the Schedule of Benefits;
- the Subsidiary is acquired or formed during the Policy Period;
- 3) the Policyholder reports the name of the Subsidiary within ninety (90) day(s) after its acquisition or formation together with such information that We, at our sole discretion, may require to determine the additional premium required; and

4) the **Policyholder** pays the additional required premium.

Item three (3) above does not apply to a **Subsidiary** with less than 100 eligible employees unless the number of eligible employees for such **Subsidiary** exceeds ten percent (10%) of the insured group.

This insurance shall not apply with respect to any newly acquired or formed **Subsidiary** for which the above criteria have not been met. This insurance will be effective on the acquisition or formation of the **Subsidiary** and will be provided for no more than ninety (90) day(s) after the date of such acquisition or formation. The **Policyholder** will be responsible for the payment of additional premium for the period such insurance remains in effect.

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**. GCA5195

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. GCA5193

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** for return to the **Primary Insured Person** as soon as practicable. GCA5196

Premium Provisions

The **Policyholder** will pay all 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. GCA5197

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.

GCA5198

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.

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. GCA5206

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. GCA5208

Workers' Compensation

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

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.

<u>Confidentiality and Security of Personal Information</u>. 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

<u>Personal Health Information</u>. 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.

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

<u>Changes in Privacy Policy</u>. 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 Ouadrant Indemnity Company

Chubb Multinational Managers, Inc.

Texas Pacific Indemnity Company

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

Insurance Application

Section I Policyholder Information

Name of Policyholder: BANKNEWPORT, AS TRUSTEE FOR G.A.R.D. TRUST FOR THE ACCOUNT OF Addvantage Care

Benefit Services, Inc.

Address P.O. BOX 450

City NEWPORT State RI Zip Code 02840

Phone Number: Contact Name:

Effective Date: 12/1/2009 **Policy Number:** 9906-69-29

INSURANCE REQUESTED

A) CLASS OF INSURED PERSONS

All Addvantage Cardmembers who enroll through employers who are participating members of the G.A.R.D. TRUST, who have elected coverage and paid the required premium.

All Addvantage Cardmembers who enroll through employers who are participating members of the G.A.R.D. TRUST, who have elected coverage and paid the required premium & Family.

B) PRINCIPAL SUM

- The benefit amount selected by the Addvantage Cardmember of the participating organization in multiples of \$25,000, subject to a minimum of \$25,000 and a maximum of \$200,000.
- The benefit amount selected by the Addvantage Cardholder in multiples of \$25,000, subject to a minimum of \$25,000 and a maximum of \$200,000. The spouse or Domestic Partner's benefit amount is equal to 100% of the Addvantage Cardholder's benefit amount and each dependent child's benefit amount is equal to 10% of the Addvantage Cardholder's benefit amount. If there is no spouse or Domestic Partner, the dependent child's benefit amount is equal to 20% of the Addvantage Cardholder's benefit amount.

C) HAZARD

1 24 Hour Business and Pleasure

24 Hour Business and Pleasure

D) ACCIDENTAL DEATH AND DISMEMBERMENT

Class

2

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 Los	ss100%
of Hand, Loss of Foot or Loss of Sight of One Eye	
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	Coma	1% of the Principal Sum
		Maximum Benefit Amount 100% of the Principal Sum
1	Home Alteration Vehicle Modification	Benefit Amount for Home Alteration 10%
1	Tionic Atteration vehicle wiodification	of the Principal Sum
		Benefit Amount for Vehicle Modification
		10% of the Principal Sum
		Maximum Benefit Amount 20% of the
		Principal Sum up to \$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
1	Psychological Therapy	5% of the Principal Sum
		Maximum Benefit Amount \$10,000
1	Rehabilitation Expense	5% of the Principal Sum
	_	Maximum Benefit Amount \$10,000
1	Seatbelt Occupant Protection Device	Seatbelt Benefit Amount 10% of the
	_	Principal Sum
		Alternate Benefit Amount \$3,000
		Occupant Protection Device Benefit
		Amount 10% of the Principal Sum
		Maximum Benefit Amount 20% of the
		Principal Sum up to \$40,000
2	Coma	1% of the Principal Sum
		Maximum Benefit Amount 100% of the
		Principal Sum
2	Home Alteration Vehicle Modification	Benefit Amount for Home Alteration 10%
		of the Principal Sum
		Benefit Amount for Vehicle Modification
		10% of the Principal Sum
		Maximum Benefit Amount 20% of the
		Principal Sum up to \$20,000
2	Medical Evacuation And Repatriation	Maximum Benefit Amount \$50,000
		Benefit Amount for Hospital Admission
		Guaranty \$5,000
		Family Travel Expense
		Maximum per Day \$100
		Maximum Number of Days 5
2	Psychological Therapy	5% of the Principal Sum
		Maximum Benefit Amount \$10,000
2	Rehabilitation Expense	5% of the Principal Sum
		Maximum Benefit Amount \$10,000

2	Seatbelt Occupant Protection Device	Seatbelt Benefit Amount 10% of the Principal Sum Alternate Benefit Amount \$3,000 Occupant Protection Device Benefit Amount 10% of the Principal Sum Maximum Benefit Amount 20% of the Principal Sum up to \$40,000	
	tion er \$1,000 er \$1,000		
Is this plan subject Policy Acceptance	to Employee Retirement Income Security Act (E		ect. The undersigned
this insurance, and hereby agreed and u insurance under the	information provided in this application and any that insurance will be provided, at the insurer's so understood this insurance is provided by the Con policy begins on the Effective Date shown in the policy of the same policy number, effective with	ole discretion, in reliance upon the truth of such pany in consideration of payment of the requestions. The accept the policy. The accept the policy is a succept to the policy.	ch information. It is uired premium. The
	Fraud Wa nowingly and with intent to defraud any insura	nce company or other person, files an applic	
•	se information, or conceals for the purpose of r lent insurance act, which is a crime.	nisleading, information concerning any ma	iterial fact thereto,
Name of Policyholo	der:		
Date	Signature	Title	

Company Authorized Representative

Robert Hamburger

GC3001 APP