

## PART V

### TRAVEL ACCIDENT INSURANCE PLAN

The Travel Accident Insurance Plan provides 24-hour accident coverage while on Authorized Business Travel. Coverage begins at the actual starting point of an anticipated trip, whether this is your place of employment, your home, or some other location, whichever occurs last. Coverage terminates upon your return to home or place of employment, whichever occurs first.

#### WHO IS ELIGIBLE FOR THE TRAVEL ACCIDENT INSURANCE PLAN?

All regular, temporary and part-time employees, visiting scientists, Guests, salaried officers, distinguished scientists, members of the Board of Directors, non-salaried officers, and honorary directors are eligible for Travel Accident Insurance coverage.

#### ENROLLMENT

If you are eligible for the Travel Accident Insurance Plan, you do not need to enroll.

### TRAVEL ACCIDENT INSURANCE PLAN COVERAGE

#### Benefits Provided

##### Category

- (1) All regular, temporary and part-time employees, visiting scientists and Guests, including salaried officers and distinguished scientists
- (2) All members of the Board of Directors, non-salaried officers of Brookhaven Science Associates, LLC (BSA), and honorary directors
- (3) All management and patrol officers of the police group
- (4) Spouses of Category (1) and Category (2) insured persons
- (5) Dependent Children of Category (1) and Category (2) insured persons

## Coverage

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### For Category (1) and Category (2):

Coverage is for periods while on Authorized Business Travel (away from premises of residence or place of regular employment) including sojourn and personal deviation, and including while riding as a passenger in any regular, special or chartered flight or military aircraft being used for the transportation of passengers, or as a passenger in any tried, tested and approved civilian aircraft.

### For Category (3)

Coverage under this Category applies to business only War Risk Coverage (on and off premises) within the 48 contiguous states of the U.S. and the District of Columbia, including acts of terrorism. It excludes sojourn and personal deviation. Persons covered under Category (3) are also included under Category (1). In the event of a loss, coverage under either Category (1) or Category (3) will apply, but not both. Only that coverage which provides the greatest benefit amount shall be payable in the event of a loss.

### For Category (4) and Category (5):

Coverage is for periods while traveling with or in conjunction with the Authorized Business Travel of the insured person and/or in connection with the relocation of the insured person, provided the expenses for such trips are authorized and paid by BSA.

## Coverage Amount

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Travel Accident Insurance benefits are based on the Principal Sum indicated below.

### Category

### Principal Sum

(applicable to Accidental Death & Dismemberment benefits and Permanent & Total Disability benefits)

|     |  |
|-----|--|
| (1) | Five times Annual Salary. Minimum benefit of \$100,000.<br>Maximum benefit of \$1,500,000. |
| (2) | \$500,000  |
| (3) | \$100,000  |
| (4) | \$100,000  |
| (5) | \$ 50,000  |

Travel Accident Insurance benefits will be paid as follows for bodily injuries sustained within one year from the date of an Accident:

|   |  |
|---|--|
| For Accidental Death.....   | 100% of Principal Sum.   |
| For Permanent Total Disability .....  | 100% of Principal Sum.<br>(not applicable to Categories (3),<br>(4) and (5)) |
| For Loss of Both Eyes, Two Limbs,<br>One Limb and One Eye, or Speech<br>and Hearing in Both Ears..... | 100% of Principal Sum.   |

|   |                        |
|---|------------------------|
| For Loss of One Eye, One Limb, Speech,<br>or Hearing in Both Ears ..... | 50% of Principal Sum.  |
| For Loss of Thumb and Index Finger of<br>Same Hand .....                | 25% of Principal Sum.  |
| For Quadriplegia .....  | 100% of Principal Sum. |
| For Paraplegia .....  | 75% of Principal Sum.  |
| For Hemiplegia .....  | 50% of Principal Sum.  |

In addition, Accident Medical Expenses, up to a maximum of \$10,000, will be paid for medical expenses incurred within 52 weeks of the date of the accident (only for Category (2) insured persons).

**Exclusions**

The plan does not provide coverage for commutation and vacation travel, suicide or attempt thereof, sickness or disease, other than pus-forming infections which result from an accidental cut or wound, declared or undeclared war or any act thereof occurring in the U.S., an insured’s country of permanent residence, Burma, Cuba, Iran, Libya, North Korea, Sudan and Zimbabwe, service in the armed forces, or riding as a pilot or crew member in any aircraft or as a passenger in any aircraft used for acrobatic or stunt flying, racing or endurance tests, crop dusting, seeding or banner towing, or any aircraft owned or leased by BSA or any employee of the BSA, losses resulting from the commission of a common law felony, defined as, but not limited to, robbery, murder, rape, arson and kidnapping. An aggregate limit of benefits of \$23,000,000 is imposed on any single aircraft and war Accident causing loss involving more than one injured person. If the total benefits payable exceed that amount, claimants will share the benefits in proportional amounts.

**Coma Benefit Coverage**

Coverage is extended for covered injuries resulting in an insured person lapsing into a Coma within 21 days of the Accident and continues for 3 successive months. The monthly benefit is equal to 1% of the insured’s Principal Sum. The monthly benefits will start on the beginning of the 4<sup>th</sup> continuous month of the Coma and will continue until the earlier of:

1. the date the Coma ends;
  2. the date the insured dies; or
  3. the end of a period of 100 consecutive months.
- A prorated benefit will be payable for partial months.

## **Hijacking/Skyjacking Coverage**

Coverage is extended to insured persons for covered losses sustained resulting from hijacking or skyjacking of a conveyance while traveling on Authorized Business Travel regardless of whether the hijacking/skyjacking is or is not the result of an act of war.

## **Personal Deviation Provision**

Coverage is extended to insured persons for side trips taken, which are incidental to Authorized Business Travel, unless indicated otherwise.

## **War Risk Coverage**

Coverage is extended to insured persons for covered injuries sustained as the result of declared or undeclared war, worldwide with the exception of the U.S., an insured's country of permanent residence, Burma, Cuba, Iran, Libya, North Korea, Sudan and Zimbabwe.

## **Extended Terrorism Coverage**

The war exclusion does not apply to acts of terrorism occurring in the U.S. causing a loss covered by the plan. Acts of terrorism means any sustained, clandestine use of violence by a terrorist unit, either individual or group, to coerce or intimidate the civilian population to achieve a political, military, or social purpose. This includes, but is not limited to, murder, kidnapping, hijacking, sabotage, or bombings.

Extended terrorism coverage does not include conventional warfare designed to result in wholesale loss of life through use of missiles, aerial bombardment, nuclear, chemical or biological warfare, or outright invasion. With the exception of Category (3), as described previously, this coverage does not apply on premises of BNL/BSA.

## **Bomb Scare and/or Explosion Coverage: On Premises**

Coverage is extended to insured persons for covered injuries resulting from a bomb scare or explosion while on BNL/BSA premises, subject to an aggregate limit of benefits of \$23,000,000 on any single loss involving more than one insured person.

## **Felonious Assault Coverage: On Premises**

Coverage is extended to insured persons for covered injuries resulting from any felonious acts committed by a non-employee who is not a family

member upon the insured person while on BNL/BSA premises, subject to an aggregate limit of benefits of \$23,000,000 on any single loss involving more than one insured person.

### **Seat Belt Benefit**

An insured person's Principal Sum will be increased by 10% but not less than \$1,000 to a maximum of \$25,000 for covered losses occurring while riding in an automobile during Authorized Business Travel provided the insured was using a seat belt at the time of the loss.

### **Travel Assistance Services**

Coverage is extended to insured persons when traveling on BNL/BSA business outside 100 miles from his/her home or place of permanent assignment. These services include:

- Pre-Departure Services
- Lost Baggage/Passport
- Insurance Coordination
- Emergency Cash
- Travel Medical Emergency Services
- Legal Assistance
- Evacuation and Repatriation Assistance Services

### **Emergency Medical Evacuation**

Coverage is extended to insured persons while traveling outside 100 miles from his/her home or place of permanent assignment. Benefits will be payable for covered expenses if any injury or illness commencing during a covered trip results in the emergency evacuation of an insured person. The emergency evacuation must be coordinated through the Travel Assistance Services Company and be ordered by a legally licensed physician who certifies that the severity of the insured person's injury or illness warrants the emergency evacuation of the insured person. With respect to the Emergency Medical Evacuation and Repatriation of Remains benefits, the combined maximum benefit is \$100,000, per person, per occurrence.

### **Repatriation of Remains**

Coverage is extended to insured persons while outside a 100-mile radius from his/her home or regular place of employment. Benefits will be payable for the reasonable covered expenses incurred to return the insured person's body home to his/her home country if he/she dies. The repatriation of remains must be coordinated through the Travel Assistance Services

Company. Coverage includes, but is not limited to expenses for embalming, cremation, coffin, and transportation. With respect to the Repatriation of Remains and Emergency Medical Evacuation benefits, the combined maximum benefit is \$100,000, per person, per occurrence.

## **Travel Assistance Services Company**

Travel Assistance Services, Emergency Medical Evacuation, and Repatriation of Remains are provided while traveling 100 miles or more from your primary home through Worldwide Assistance Services, Inc. They can be reached at:

|                                 |                                    |
|---------------------------------|------------------------------------|
| Toll-free<br>from the U.S.      | 800-243-6124                       |
| Collect from<br>other locations | 202-659-7803                       |
| Fax                             | 1-302-476-6154                     |
| E-mail                          | INA.COMOPS@WORLDWIDEASSISTANCE.COM |

Please provide the name **Brookhaven Science Associates** and this **Travel Assistance Plan Identification Number: 01AH585**

## **CLAIMS**

### **How to File a Claim**

To file a claim under the Travel Accident Insurance Plan, you must complete a Travel Accident claim form that is available in the Human Resources Division. The completed claim form must be submitted to the Human Resources Division.

### **Questions About Claims**

If you have a question about your Travel Accident Insurance claim, you should contact the Human Resources Division. When discussing your claim, please refer to the claim form and any correspondence that you may have received.

### **How to Appeal a Claim**

If your claim is denied in whole or in part, you will receive a written notice of the denial from the insurance company. The notice will explain the reason for the denial and the review procedures. You may request a review

of the denied claim. The request must be submitted in writing within 60 days after you receive the denial notice. Submit your request, including your reasons for requesting the review, to Aon Consulting, Inc., 55 East 52<sup>nd</sup> Street, New York, NY 10055. They will have the claim reviewed and ordinarily notify you of the final decision within 60 days of receipt of your request. If special circumstances require an extension of time, you will be notified during the 60 days following receipt of your request.

## **PREMIUMS**

Travel Accident Insurance is provided to you at no cost.

## **MISCELLANEOUS**

### **Accident**

An Accident is an occurrence which occurs while eligible or under this plan, causes bodily injury which results in a loss covered by this plan, and causes a loss directly and independently of any other causes not related to the Accident.

### **Accident Medical Expense**

Reasonable medical expenses caused by a covered Accident incurred within 52 weeks after the date of the Accident, up to the stated maximum amount payable.

### **Annual Salary**

Annual Salary from BSA or from the regular employer of the insured person is the insured person's annual base salary, before exercise of any salary reduction option, as of the time of the Accident. Overtime pay and premium pay are not included in Annual Salary.

### **Assignment of Your Travel Accident Insurance Policy**

If you want to make an outright assignment of your Travel Accident Insurance to another person instead of naming a Beneficiary, a separate assignment form is necessary and may be obtained from the Human Resources Division.

## **Authorized Business Travel**

Means a trip taken at the direction and authorization of BNL/BSA.

## **Beneficiary**

In the event of accidental death covered by this plan, your Beneficiary will be the person or persons designated under your Basic Life Insurance Plan coverage, unless you wish to designate a specific Beneficiary for this insurance. In the absence of a designated Beneficiary, benefits for loss of life will be paid to the following successor Beneficiaries:

Your spouse, if living; otherwise

Your surviving child(ren) in equal shares, if any; otherwise

Your parent(s) in equal shares, if living; otherwise

Your brother(s) or sister(s) equally, if any; otherwise

Your estate.

All other benefits payable under this plan are paid to you.

## **Coma**

A state of profound unconsciousness from which an insured person cannot be aroused. The insured must be confined in a hospital or other medical facility and diagnosed as being in a coma by a licensed physician.

## **Dependent Child(ren)**

Dependent Child(ren) are any unmarried children of insured persons in Categories (1) or (2), per the insurance contract, who are under age 19 or age 25 if in an accredited school or college on a full-time basis, and who are wholly dependent on the insured person for support and maintenance.

## **General Information**

Information regarding the plan identification number, plan year, plan funding, type of plan, plan sponsor, plan administrator, agent for legal process, your rights under ERISA, prudent actions by plan fiduciaries, and modification, suspension, or termination of the plan can be found in the General Information section of this booklet.

## **Guest**

A Guest is a person who travels at the direction or invitation of BSA whose travel expenses are paid for or reimbursed by BSA or those persons who agree to pay one-half of the airfare while traveling to and from the BNL/BSA premises at the invitation of BSA.

## **Leave of Absence**

You are not covered by the Travel Accident Insurance Plan if you are on an approved Leave of Absence.

## **Loss**

A Loss of member with respect to a hand or foot means complete severance through or above the wrist or ankle joint; with respect to eyes and speech, means entire and irrecoverable loss; with respect to hearing means entire loss of hearing in both ears; with respect to thumb and index finger means complete severance through or above the knuckle joints nearest the hand.

A Loss for disability means permanent and total disability resulting from a covered Accident which causes the insured to be unable to engage in any occupation or employment for which he or she is qualified by reason of education, training, or experience. Benefits are payable after such condition has lasted one year and is deemed total, continuous, and permanent at that time.

A Loss with regard to quadriplegia means complete and irreversible paralysis of both upper and lower limbs; with regard to paraplegia means the complete and irreversible paralysis of both lower limbs; and with regard to hemiplegia means the complete and irreversible paralysis of upper and lower limbs of one side of the body.

## **Termination of Coverage**

Travel Accident Insurance Plan benefits will cease on the day an insured person is no longer employed or affiliated with BSA in an eligible capacity.