

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. **Please note that the Employer reserves the right to amend or terminate this Travel Accident Insurance Plan at any time and for any reason.**

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

#### **Active Employees**

All regular, temporary and part-time employees, visiting scientists, Guests, and members of the Board of Directors of Brookhaven Science Associates, LLC (the “Employer”) are eligible for Travel Accident Insurance coverage. However, different coverages apply to different “classes” of eligible employees and their family members, as described below.

An employee is a “regular employee” if he/she is classified and treated for federal income tax purposes by the Employer as a regular full-time or regular part-time employee of the Employer (as opposed to a temporary, seasonal or casual employee, intern, independent contractor or consultant, agency worker or leased employee) even if the Employer’s classification is later determined to be incorrect.

A person is a “Guest” if that person travels at the direction or invitation of the Employer and travel expenses are paid for or reimbursed by the Employer, or if that person agrees to pay one-half of the airfare while traveling to and from the Employer’s premises at the invitation of the Employer.

#### **Ineligible Employees**

The following employees are not eligible for the Travel Accident Insurance Plan:

- Employees who are resident undocumented aliens; and
- Employees whose terms of employment are covered by a collective bargaining agreement to which the Employer is a party, unless the collective bargaining agreement provides otherwise.

### **ENROLLMENT**

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

## TRAVEL ACCIDENT INSURANCE PLAN COVERAGE

### Eligibility

Class	Eligibility
1	All regular, temporary and part-time employees, visiting scientists, Adjunct Professors* and Guests**, of Brookhaven Science Associates.
2	All members of the Board of Directors of Brookhaven Science Associates, LLC (BSA).
3	All Management and Patrol Officers of the police group of Brookhaven Science Associates.
4	All Spouses of Classes 1, 2, 3 and 6 Insureds.
5	All Dependent Children of Classes 1, 2, 3 and 6 Insureds.
6	All Firefighters of the Brookhaven Science Associates who are in Active Service.

\*Adjunct Professors shall be considered Class 1 Insureds, when he or she is working at a location other than the premises of Brookhaven Science Associates, while on Brookhaven Science Associates' business. Such location will be deemed their place of regular employment.

\*\*"Guest" means a person who travels at the direction or invitation of Brookhaven Science Associates whose travel expenses are paid for or reimbursed by Brookhaven Science Associates or those persons who agree to pay one-half of the airfare while traveling to and from Brookhaven Science Associates' premises at the invitation of Brookhaven Science Associates.

### Coverage

Class	Coverage
1, 2, 3 and 6	Coverage is for periods while on Authorized Business Travel (away from your 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. In the event of a Loss for a Class 3 participant, coverage under either Class 1 or Class 3 will apply, but not both. In the event of a Loss for a Class 6 participant, coverage under either Class 1 or Class 6 will apply, but not both. Only that coverage which provides the greatest benefit amount shall be payable in the event of a Loss. Full Occupational Coverage applies only to insured persons in Class 3 and 6.
4 and 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 the Employer.

## **Business Travel Coverage Information**

Business Travel Coverage will include sojourn and personal deviation and will exclude everyday travel to and from work and bonafide vacation. This coverage includes:

1. While on leaves for professional advancement when traveling at the direction and expense of Brookhaven Science Associates, LLC.
2. During activities while serving on community projects such as, but not limited to, the industrial commission of a town or if asked to give lectures, or participate in other activities at any other institution including meetings at the request of Brookhaven Science Associates, LLC including travel to and from such activities.
3. While traveling to, from and while working on any vessels which are owned, loaned, leased or chartered by Brookhaven Science Associates, LLC for the purpose of making environmental studies and/or oceano-graphic studies. These vessels shall not be considered the place of regular employment for these persons involved in this exposure.
4. While assisting in emergency operations within the surrounding and neighboring communities at the request of Brookhaven Science Associates, LLC.
5. During vacation time or a leave without pay taken by the insured, to participate in any activities mentioned in the policy because of government ruling prohibiting such persons from receiving remuneration from two government agencies at the same time.
6. While taking aerial photographs and on the business of Brookhaven Science Associates, LLC.

“Full Occupational Coverage” means Business Only, On and Off Premises War and On Premises Terrorism Coverage within the 48 Contiguous States of the United States and the District of Columbia.

## Coverage Amount

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

<b>Class</b>	<b>Principal Sum (applicable to Accidental Death &amp; Dismemberment benefits and Permanent &amp; Total Disability benefits)</b>
<b>1</b>	Five times Annual Salary. Minimum benefit of \$100,000. Maximum benefit of \$2,000,000. The Principal Sum is reduced to \$100,000 for any loss covered under the Full Occupational Hazard. Does this need to be in this Class, if so Full Occupational Coverage, not Hazard?
<b>2</b>	\$500,000
<b>3</b>	Five times Annual Salary. Minimum benefit of \$100,000. Maximum benefit of \$1,500,000. The Principal Sum is reduced to \$100,000 for any loss covered under the Full Occupational Coverage.
<b>4</b>	\$100,000
<b>5</b>	\$ 50,000
<b>6</b>	Five times Annual Salary. Minimum benefit of \$100,000. Maximum benefit of \$2,000,000. The Principal Sum is reduced to \$100,000 for any loss covered under the Full Occupational Coverage.

Travel Accident Insurance Plan benefits will be paid as follows for bodily injuries sustained in an Accident within 365 days from the date of the Accident:

<b>Bodily Injury</b>	<b>Benefit</b>
For Accidental Death	100% of Principal Sum
For Permanent Total Disability	100% of Principal Sum (not applicable to Class 4 and 5)
For Loss of Both Eyes, Two Limbs, One Limb and One Eye, or Speech and Hearing in Both Ears	100% of Principal Sum
For Loss of One Eye, One Limb, Speech, or Hearing in Both Ears	50% of Principal Sum
For Loss of Thumb and Index Finger of 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 covered medical expenses incurred within 365 days of the date of the Accident (only for

Class 2 insured persons). Accident Medical Expense Benefits are only payable:

- (1) for reasonable and customary charges incurred;
- (2) for those medically necessary covered expenses that the insured receives; and
- (3) for charges incurred within 365 days after the date of the covered Accident.

No benefits will be paid for any expenses incurred that, in the Insurer's judgment, are in excess of reasonable and customary charges.

## **OTHER BENEFITS**

### **Cosmetic Disfigurement from Burns Benefit**

If an insured person suffers third or fourth degree burns in one or more areas of the body, the benefit payable for any one loss is determined by the following formula:

- (1) Identify the Area Classification factor on the Cosmetic Burn Chart shown below;
- (2) Multiply the Area Classification factor by the Maximum Allowable Percentage for Area Surface Burned (or a percentage proportional to the total amount of the Body Part actually burned);
- (3) Multiply the result of (2) by the Maximum Benefit Amount to determine the amount of the Maximum Benefit Amount Payable under this benefit.

### **Cosmetic Burn Chart**

<b>Body Part</b>	<b>Area Classification</b>	<b>Maximum Allowable Percentage For Area Surface Burned</b>	<b>Percentage of Maximum Benefit Amount Payable*</b>
Face, Neck, Head	11	9%	99%
Hand & Forearm	5	4.5%	22.5%
Upper Arm	3	4.5%	13.5%
Torso (Front or Back)	2	18%	36%
Thigh	1	9%	9%
Lower Leg (Below Knee)	3	9%	27%

\*The percentage shown is based on 100% of the Body Part identified as being burned. If less than 100% of the Body Part is burned, an appropriate corresponding percentage of the Allowable Percentage is to be used in determining the percentage of the maximum amount payable.

The benefit payable is 25% of the Principal Sum up to a maximum of \$25,000 multiplied by the percentage applicable to the covered loss, as shown in the above chart.

### **Airbag Benefit**

An additional benefit of 10% of the insured person's Principal Sum up to a maximum of \$15,000 will be payable if an insured person's death or dismemberment results from a covered Accident while positioned in a seat protected by a properly functioning and properly deployed

supplemental restraint system (airbag) while operating or riding as a passenger in an Automobile.

Verification that the supplemental restraint system properly inflated upon impact must be a part of an official police report of the covered Accident or be certified, in writing, by the investigating officer(s) and submitted with the insured person's claim to the Travel Assistance Services Company.

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

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

### **Business Travel and Relocation Coverage**

Coverage is extended for Accidents that occur during relocation or business trips while the insured is traveling at the expense of the Employer. This benefit only applies to insured persons in Class 4 and 5.

### **Carjacking Benefit**

An additional benefit of 10% of the Principal Sum up to a maximum benefit of \$10,000 shall be payable if the insured person suffers a covered Loss resulting directly and independently of all other causes from a covered Accident that occurs during a Carjacking of an Automobile that the insured person was operating, getting into or out of, or riding as a passenger. Verification of the Carjacking must be made part of an official police report within 24 hours of the Carjacking, or as soon as reasonably possible, or be certified in writing by the investigating officer(s) within 24 hours of the Carjacking, or as soon as reasonably possible.

### **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 at least 3 consecutive months. The monthly benefit is equal to 1% of the insured's Principal Sum. The monthly benefits will start on the beginning of the 4th 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.

### **Continuation of Insurance Expense Benefit**

An additional benefit will be paid if a surviving insured spouse or a surviving insured Dependent Child elects to continue group Medical and/or Dental Plan coverage provided by the Employer of an insured who died, subject to all of the following conditions:

- (1) the insured's death results directly and independently of all other causes from a covered Accident;

- (2) the insured is survived by an insured spouse, insured Dependent Child who are insured under the policy on the date the insured dies;
- (3) the insured spouse, insured Dependent Child is also insured under the Medical or Dental Plan sponsored by the Employer at the time of the insured's death;
- (4) the insured spouse, insured Dependent Child notifies the insurance carrier of his or her election, within 60 days of the insured's death, to continue his or her existing coverage under group insurance plans sponsored by the Employer as permitted by state or federal continuation law.

This benefit, payable annually, equals the premiums required to continue the medical and/or dental insurance described above, as long as the total amount of this benefit does not exceed the lesser of 5% of the insured person's Principal Sum or \$7,500. The benefit will be paid at the end of each year during which medical and/or dental insurance is continued, if the insurance carrier receives a request for reimbursement and proof of the premiums paid during that year. Benefit payments will continue until the earliest of the following dates:

- (1) the date a surviving spouse or surviving Dependent Child is no longer eligible to continue medical and/or dental insurance coverage;
- (2) the date benefits equal the maximum benefit shown above and;
- (3) the end of the maximum benefit period.

Benefits are payable to the surviving spouse, or the person who actually paid the premium on the surviving spouse's behalf, if other than the surviving spouse.

### **Covered Medical Expenses**

1. Hospital room and board expenses: the daily room rate when an insured is hospital confined and general nursing care is provided and charged for by the hospital. In computing the number of days payable under this benefit, the date of admission will be counted but not the date of discharge.
2. Ancillary hospital expenses: services and supplies including operating room, laboratory tests, anesthesia and medicines (excluding take home drugs) when hospital confined.
3. Daily intensive care unit expenses: the daily room rate when an insured is hospital confined in a bed in the intensive care unit and nursing services other than private duty nursing services.
4. Registered nurse service for private duty nursing while an Insured is hospital confined; these services must be ordered by a doctor.
5. Outpatient surgical room and supply expense for use of the surgical facility.
6. Outpatient diagnostic x-rays, laboratory procedures and tests.
7. Doctor non-surgical treatment/examination expenses (excluding medicines) including the doctor's initial visit, each necessary follow-up visit and consultation visits when referred by the attending doctor.

8. Doctor's surgical expenses (as shown in the schedule of benefits) if an accidental injury requires multiple surgical procedures through the same incision. The Insurer will pay only one benefit, the largest of the procedures performed. If multiple surgical procedures are performed during the same operative session but through different incisions, the Insurer will pay as shown in the schedule of benefits for the most expensive procedure and 50% of Covered Expenses for the additional surgeries.
9. Anesthesiologist expenses for pre-operative screening and administration of anesthesia during a surgical procedure whether on an inpatient or outpatient basis.
10. Outpatient laboratory test expenses.
11. Physiotherapy physical medicine expenses on an inpatient or outpatient basis limited to one visit per day (as shown in the schedule of benefits) and a maximum total of 15 visits; Expenses include treatment and office visits connected with such treatment when prescribed by a doctor, including diathermy, ultrasonic, whirlpool or heat treatments, adjustments, manipulation, massage or any form of physical therapy.
12. X-ray expenses (including reading charges) but not for dental x-rays.
13. Diagnostic imaging expenses: including magnetic resonance imaging (MRI) and CAT scan.
14. Dental expenses including dental x-rays for the repair or treatment of each injured tooth that is whole, sound and a natural tooth at the time of the Accident.
15. Ambulance expenses for transportation from the emergency site to the hospital.
16. Rehabilitative braces or appliances prescribed by a doctor. It must be durable medical equipment that 1) is primarily and customarily used to serve a medical purpose; 2) can withstand repeated use; and 3) generally is not useful to a person in the absence of accidental injury. No benefits will be paid for rental charges in excess of the purchase price.
17. Prescription drug expenses (for injuries only) prescribed by a doctor and administered on an outpatient basis.
18. Medical equipment rental expenses for a wheelchair or other medical equipment that has therapeutic value for an Insured. The Insurer will not cover computers, motor vehicles or modifications to a motor vehicle, ramps, and installation cost, eyeglasses and hearing aids.
19. Medical services and supplies: expenses for blood and blood transfusions; oxygen and its administration.
20. Artificial limbs, eyes and larynx for initial acquisition and fitting. The Insurer will not pay for repair or replacement of artificial limbs, eyes or larynx.
21. Rehabilitation care facility expenses for physical and occupational rehabilitation. Treatment must be provided in a duly licensed Rehabilitation Facility and be under the direction of a doctor. "Rehabilitation Facility" means either of the following

facilities providing physical therapy, occupational therapy or speech therapy pursuant to the law of the jurisdiction in which the treatment is received.

- a. A hospital or a special unit of a hospital designated as a Rehabilitation Facility; or
- b. A free-standing facility.

### **Disability Benefit**

A Disability Benefit of 100% of the Principal Sum will be paid if an insured person is Permanently Totally Disabled as a direct result of, and from no other cause but, a covered Accident. Disability Benefits will begin after a 365-day waiting period has been met and satisfactory proof of the Permanent Total Disability has been provided to the insurance company. The maximum benefit period is 12 months and is limited to Class 1, 2, 3 and 6.

### **Emergency Medical Evacuation Benefit**

Coverage is extended to insured persons while traveling on Authorized Business Travel and is 100 miles away from his/her home or place of permanent assignment. Benefits will be payable for Covered Expenses if the insured suffers a Medical Emergency commencing during a covered trip results in the Emergency Medical Evacuation of an insured person. The Emergency Medical Evacuation must be coordinated through the Travel Assistance Services Company and ordered by a legally licensed physician who certifies that the severity of the insured person's injury or illness warrants the Emergency Medical Evacuation of the insured person. Charges incurred must be medically necessary; must not exceed the usual level of charges for similar transportation, treatment, services or supplies in the locality where the expense is incurred; and must not include charges that would not have been made if there were no insurance. The maximum benefit is 100% of reasonable and customary charges up to a maximum of 365 days after the date of the covered Accident.

### **Emergency Medical Benefit**

An additional benefit of up to \$10,000 of reasonable and customary charges up to a maximum of 365 days after the date of the covered Accident.

### **Extended Terrorism Coverage**

Coverage is extended to insured persons for covered injuries sustained as indicated herein.

The war exclusion does not apply to acts of Terrorism occurring in the U.S. causing a loss covered by the Travel Accident Insurance Plan. Acts of Terrorism means an activity that 1) involves any violent act or any act dangerous to human life, and that threatens or causes accidental injury to persons; and 2) appears to be in any way intended to: a) intimidate or coerce a civilian population; or b) disrupt any segment of a nation's economy; or c) influence the policy of a government by intimidation or coercion; or d) affect the conduct of a government by mass destruction, assassination, kidnapping or hostage-taking; or e) respond to governmental action or policy. It includes the use of any nuclear weapon or device or the emission, discharge, dispersal, release or escape of any solid liquid or gaseous, chemical or biological agent. It shall also include any incident declared to be an act of Terrorism by an official, department or agency that has been specifically authorized by federal statute to make such a determination.

### **Kidnap and Extortion Expense Benefit Rider**

The insurance company will reimburse kidnap/ransom money paid by the Employer or the insured that directly resulted from a kidnap or alleged kidnap or extortion upon an insured.

The insurance company will reimburse for a loss of such in-transit extortion/ransom money due to confiscation, destruction, disappearance, seizure or usurpation of such money.

The maximum benefit, when combined with the Kidnap and Extortion benefit is \$50,000.

<b>Kidnap and Extortion Benefit</b>	<b>Coverage Amount</b>
Aggregate Limit for All Covered Losses	\$50,000 per 12-month period following the effective date of coverage.
	<b>Each Incident</b>
Extortion/Ransom Money Payment Benefit - Benefit Maximum per Covered Person	\$50,000
In-Transit Extortion or Ransom Money Loss Benefit – Benefit Maximum Per Covered Person	\$50,000
Expenses Benefit – Benefit Maximum Per Covered Person	\$50,000
Incident Response Benefit	100% of Covered Expenses
Legal Costs Benefit – Benefit Maximum Per Covered Person	\$50,000

### **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 an immediate family member or household member upon the insured person while on the Employer's premises and in the course of the insured's job, subject to an aggregate limit of benefits of \$23,000,000 on any single loss involving more than one insured person.

### **Hijacking/Air Piracy Coverage**

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

## **Kidnap and Extortion Benefit**

An additional benefit of up to \$50,000 shall be payable if the insured person is a victim of kidnap or extortion. However, the Travel Accident Insurance Plan will not pay any loss that occurs in any of the following countries: Afghanistan, Algeria, Angola, Brazil, Chad, Chechnya, Colombia, Cuba, Georgia, Haiti, Indonesia, Iran, Iraq, North Korea, Liberia, Libya, Mexico, Nepal, Nigeria, Pakistan, Peru, Philippines, Saudi Arabia, Sri Lanka, East Timor, Russia, Sierra Leone, Somalia, Sudan, Syria, Trinidad, Tobago, Venezuela, Yemen and Zimbabwe.

## **On-Premises Emergency Disaster Team Coverage**

The benefit payable is 100% of the insured person's Principal Sum, if the insured person suffers a covered loss resulting directly and independently of all other causes from a covered Accident that occurs while acting as a member of the Employer's Emergency Disaster team.

## **Reasonable Accommodation at Worksite Benefit**

The insurance carrier will reimburse costs, up to the maximum benefit of \$10,000, subject to the following conditions, when the Employer incurs costs for any worksite change required to enable the insured to return to work. The insured must have suffered a covered Loss resulting directly and independently of all other causes from a covered Accident, and be returning to work as soon thereafter as permitted by his or her doctor.

The benefit payable to the Employer is the reimbursement costs of any pre-approved change made to the worksite for the insured, up to the maximum amount specified in the Schedule of Benefits.

Reimbursement will be subject to all of the following conditions:

- (1) insurance provided under the policy must be in force for the insured on the date the covered Accident occurs;
- (2) change to the worksite must be made within 12 months of the date of the covered Accident;
- (3) there is reasonable expectation that such change to the worksite will enable the insured to return to work;
- (4) the insurance carrier approves any change to the worksite in writing before it is made.

Benefits will not be payable if:

- (1) there is no cost involved in making any change to the worksite; or
- (2) any change to the worksite does not meet the standards found in Title I of the Americans with Disabilities Act (ADA).

The insurance carrier will not reimburse the cost of any change to the worksite for which reimbursement is made under more than one policy insuring the insured and issued by the insurance carrier or any other insurance company.

Changes to the worksite means:

- (1) making existing facilities used by the insured readily accessible and usable; and

- (2) job restructuring, reassignment to a vacant position, acquisition or modification of equipment or devices, appropriate adjustment or modification of examinations, training materials or policies, the provision of qualified readers or interpreters, and other similar accommodations for individuals with disabilities resulting from a covered Accident.

### **Rehabilitation Benefit**

Coverage is intended to reimburse an insured person for rehabilitation expenses arising from a covered injury if:

- (1) the insured person is participating in a Rehabilitation Program due to a spinal cord, nervous system or closed head injury that results directly from, and from no other cause, but a covered Accident; and
- (2) a doctor prescribes the Rehabilitation Program.

Benefits are payable for:

- (1) the facility providing the Rehabilitation Program in which the insured is participating; and
- (2) immediate family members who incur expenses for travel to and from the location at which the insured is participating in a Rehabilitation Program provided actual receipts are submitted with the claim.

Benefits will end when the first of the following events occur:

- (1) the date the insured completes the Rehabilitation Program; or
- (2) the date the insured dies.

Reimbursement of covered rehabilitation expenses is subject to a maximum benefit of \$50,000.

### **Repatriation Benefit**

Coverage is extended to insured persons while traveling 100-miles away 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. The maximum benefit is 100% of the Covered Expense.

### **Seat Belt Benefit**

An insured person's Principal Sum will be increased by 10% to a maximum of \$50,000 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. The minimum benefit is \$1,000.

Verification of proper use of the seat belt at the time of the covered Accident must be a part of an official police report of the covered Accident or be certified, in writing, by the investigating officer(s) and submitted with the insured person's claim to the Travel Assistance Services Company.

In the case of a child, seat belt means a child restraint, as required by state law and approved by the National Highway Traffic Safety Administration, properly secured and being used as recommended by its manufacturer for children of like age and weight at the time of the covered Accident.

### **Special Adaptation Benefit**

Special adaptation benefits will be paid if an insured person:

- (1) suffers a "Presumptive Disability" from a covered Accident; and
- (2) requires a special housing adaptation; or
- (3) a special Vehicle to accommodate the disability.

Benefits will not be payable unless the insured person's doctor certifies them as necessary.

Covered Expenses are reimbursable at 10% of the insured person's Principal Sum to a maximum benefit of \$25,000.

### **Special Counseling Benefit**

Coverage includes a special counseling benefit for mental health counseling to assist an insured person in dealing with a covered Loss if he/she:

- (1) suffers an injury that results in a Loss for which the Accidental Death and Dismemberment Benefit is payable; and
- (2) obtains mental health counseling.

Covered Expenses are reimbursable at 10% of the insured person's Principal Sum to a maximum benefit of \$25,000.

### **Terrorism Coverage**

Coverage is extended for Acts of Terrorism which are war related or not only if:

- (1) the covered Accident takes place while the insured is off the Employer's premises in the course of the Employer's business, and
- (2) is caused by or results directly and independently from Terrorism or Terrorist Act.

### **Travel Assistance Services**

Coverage is extended to insured persons when traveling on Employer 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

## **Travel Assistance Services Company**

Emergency Medical Evacuation and Repatriation of Remains are provided while traveling 100 miles or more from your primary home through AXA. They can be reached at:

	<b>Telephone Number</b>
Toll-free from the U.S.	(855) 327-1414
Collect from other locations	(630) 694-9764

Please provide the name **Brookhaven Science Associates, LLC.** and the **Policy Number: ADD N00325466**

## **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 Iraq, the U.S., and the insured's country of permanent residence. The maximum benefit is \$23,000,000 per occurrence for war risk benefits.

## **EXCLUSIONS**

The Travel Accident Insurance Plan does not provide coverage for commutation and vacation travel, suicide or attempted suicide, sickness or disease (other than bacterial infections which result from an accidental cut or wound), declared or undeclared war or any act of war occurring in the U.S. or the insured's country of permanent residence, 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 the Employer or any employee of the Employer, 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 a loss involving more than one insured person. If the total benefits payable exceed that amount, claimants will share the benefits in proportional amounts.

## **CLAIMS**

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

To file a claim for Travel Accident Insurance Plan benefits, you must complete a Travel Accident Insurance Plan claim form that is available in the Benefits Office. The completed claim form must be submitted to the Benefits Office.

### **Questions About Claims**

For more information regarding claims and appeals, call the Benefits Office.

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

If your claim is denied, 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. You must submit a request to review the claim denial in

writing within 60 days after you receive the denial notice. Submit your request, including your reasons for requesting the review and any additional documents which you believe support your claim, to ACE Accident & Health Claims, P.O. Box 5124, Scranton, PA 18505-0556. They will have the claim reviewed and ordinarily notify you of the final decision within 60 days of the date your request for review is received. If special circumstances require an extension of time, you will be notified during the 60 days following receipt of your request.

## **COST OF THE PLAN**

Travel Accident Insurance is provided to insureds at no cost.

## **DEFINITIONS**

### **Accident**

An Accident is an occurrence which occurs while eligible or under this Travel Accident Insurance Plan, causes bodily injury which results in a loss covered by this Travel Accident Insurance 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 365 days after the date of the Accident, up to the stated maximum amount payable.

### **Annual Salary**

Annual Salary from the Employer 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. For employees who are members of the IBEW union, the SCSPA union or the OCAW union, the terms of the applicable collective bargaining agreement apply.

### **Authorized Business Travel**

Means a trip taken at the direction and authorization of the Employer.

### **Automobile**

A self-propelled private passenger motor Vehicle with four or more wheels, that is of a type both designed and required to be licensed for use on the highways of any state or country. Automobile includes, but is not limited to, a sedan, station wagon, sport utility Vehicle, and a motor Vehicle of the pickup, panel, van, camper or motor home type. Automobile does not include a mobile home or any motor Vehicle that is used in mass or public transit.

### **Beneficiary**

In the event of accidental death covered by this Travel Accident Insurance Plan, your Beneficiary will be the person or persons designated for Travel Accident Insurance Plan benefits on record with Ace American Insurance Company or, if you did not designate a Beneficiary under the Travel Accident Insurance Plan, your Beneficiary will be the person or persons designated for Travel Accident Insurance Plan benefits under your Group Life Insurance

coverage. 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 Travel Accident Insurance Plan are paid to you.

### **Carjacking**

A person other than the insured person taking unlawful possession of an Automobile by means of force or threats against the person(s) then rightfully occupying such Automobile.

### **Covered Expenses**

Expenses with a guarantee of payment under the Travel Accident Insurance Plan.

### **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 Class 1, 2, 3 or 6, 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. A child, for eligibility purposes, includes an insured's natural child; adopted child, beginning with any waiting period pending finalization of the child's adoption; or a stepchild who depends on the insured for financial support.

Insurance will continue for any Dependent Child who reaches the age limit and continues to meet the following conditions: 1) the child is handicapped, 2) is not capable of self-support and 3) depends mainly on the insured for support and maintenance. The insured must send the insurance company satisfactory proof that the child meets these conditions, when requested.

### **Emergency Medical Evacuation**

The insured person's immediate transportation from the place where he or she suffers a Medical Emergency to the nearest hospital or other medical facility where appropriate medical treatment can be obtained or the insured person's transportation to his or her home to obtain further medical treatment in a hospital or other medical facility or to recover after suffering a Medical Emergency.

## **Full Occupational Coverage**

The covered Accident must take place on or off Brookhaven Science Associates' premises as a result of an act of war or an act of Terrorism, and in the course of an insured's job within the 48 contiguous states and the District of Columbia.

## **Insurer**

Ace American Insurance Company

## **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 means the total, permanent Loss of sight; with respect to speech, means total and permanent Loss of audible communication that is irrecoverable by natural, surgical or artificial means; with respect to hearing means entire Loss of hearing in both ears that is irrecoverable and cannot be corrected by any means; 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 12 months 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.

## **Medical Emergency**

A condition caused by an injury or Sickness that manifests itself by symptoms of sufficient severity that a prudent layperson possessing an average knowledge of health and medicine would reasonably expect that failure to receive immediate medical attention would place the health of the person in serious jeopardy.

## **Permanently Totally Disabled**

An insured person is considered Permanently Totally Disabled due to an accidental injury from a covered Accident if he/she cannot do any work for which the insured is (or may become) qualified to do by reason of education, experience or training and is expected to remain so disabled, as certified by a doctor, for the rest of the insured's life.

## **Presumptive Disability**

Presumes an insured person is Totally Disabled if he/she suffers the complete and irrecoverable sight of both eyes, speech, hearing in both ears, or of any two limbs, hands or feet, provided the Loss occurs within one year of the covered Accident.

## **Rehabilitation Program**

A specialized, intensive program for rehabilitation or assimilation at an accredited medical facility specializing in research, surgery and training of persons with spinal cord, nervous system or closed head injuries.

## **Sickness**

An illness, disease or condition of the insured person that causes a loss for which a insured person incurs medical expenses while covered under this Travel Accident Insurance Plan. All related conditions and recurrent symptoms of the same or similar condition will be considered one Sickness.

## **Terrorism/Terrorist Act**

An activity that:

- (1) involves a violent or dangerous act and that threatens or causes injury to an insured, and
- (2) appears to be intended to intimidate, coerce a population or disrupt a nation's economy, or influence governmental policy by intimidation or coercion, or affects the conduct of the government by mass destruction, assassination, kidnapping or hostage taking, or respond to government action or policy.

## **Vehicle**

A private passenger land motor vehicle. It includes Automobiles, vans, and four wheel drive vehicles. It does not include a vehicle used for farming, commercial business, racing or any type of competitive speed event.

## **MISCELLANEOUS**

### **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 Benefits Office.

### **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, modification, suspension, or termination of the plan, and privacy of information can be found under General Information.

In the event any of this information contained herein conflicts with Ace American Insurance Company's Certificate of Insurance, the terms of Ace American Insurance Company's Certificate of Insurance shall govern.

## **Leave of Absence**

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

## **TERMINATION OF COVERAGE**

Travel Accident Insurance Plan benefits will cease on the earlier of:

- The date your employment terminates;
- The date you are no longer eligible for coverage; or
- The date the Employer's contract with Ace American Insurance Company ends.

You may be able to continue your coverage beyond the date it would otherwise terminate. See the "Continuation of Insurance Expense Benefit" section for more information.

## GENERAL INFORMATION

<b>Name of Plan:</b>	Brookhaven Science Associates, LLC Comprehensive Welfare Benefits Plan
<b>Type of Benefit:</b>	This benefit is a welfare plan that offers 24-hour accident coverage while on Authorized Business Travel.
<b>Effective Date:</b>	January 1, 2016
<b>Name, address, and telephone number of the Plan Sponsor and Plan Administrator:</b>  The Plan Administrator has the exclusive right to interpret the Plan and to decide all matters arising under the Plan, including the right to make determinations of fact, and construe and interpret possible ambiguities, inconsistencies, or omissions in the Plan and the SPD issued in connection with the Plan. Benefits under the Plan shall be paid only if the Plan Administrator, or its delegate, in its sole discretion determines that a Participant is entitled thereto. The Plan Administrator has delegated the discretionary authority to make benefit determinations to the Third Party Administrator.	Brookhaven Science Associates, LLC Brookhaven National Laboratory PO Box 5000 Upton, NY 11973-5000 (631) 344-8000
<b>Agent for Service of Legal Process:</b>	General Counsel Brookhaven Science Associates, LLC Brookhaven National Laboratory PO Box 5000 Upton, NY 11973-5000
<b>Plan Sponsor's federal tax identification number:</b>	11-3403915
<b>Plan Number:</b>	501
<b>Plan Year:</b>	January - December
<b>Type of Funding:</b>	This benefit is insured by Ace American Insurance Company.
<b>Source of Funds:</b>	Insurance is paid for by the employer.
<b>Type of Administration:</b>	Ace American Insurance Company provides claims administration and other services through an insurance policy.
<b>Benefit and Claims Administrator:</b>	ACE Accident & Health Claims PO Box 5124 Scranton, PA 18505-0556

## **PRIVACY OF INFORMATION**

Your protected health information will not be disclosed without your written authorization, unless such disclosure is permitted by law. Protected health information is individually identifiable information that is maintained relating to the provision of your health care, such as your medical records, claims payment information, and health care visit and treatment patterns.

## **YOUR RIGHTS UNDER ERISA**

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

### **Receive Information About Your Plans and Benefits**

- Examine without charge, at the Plan Administrator's office, all documents governing the plan, including insurance contracts, collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) filed by the plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.
- Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the plan, including insurance contracts and collective bargaining agreements, copies of the latest annual report (Form 5500 Series) and updated summary plan description. The Plan Administrator may make a reasonable charge for the copies.
- Receive a summary of the plan's annual financial report. The Plan Administrator is required by law to furnish each participant with a copy of this summary annual report.

### **Prudent Actions by Plan Fiduciaries**

- In addition to creating rights for plan participants, ERISA imposes duties upon the people who are responsible for the operation of the employee benefit plans. The people who operate your plan, called "fiduciaries" of the plan, have a duty to do so prudently and in the interest of you and other plan participants and beneficiaries. No one, including your employer, your union, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a benefit or exercising your right under ERISA.

### **Enforce Your Rights**

- If your claim for a benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge and to appeal any denial, all within certain time schedules.
- Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of plan documents or the latest annual report from the plan and do not receive them within 30 days, you may file suit in Federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to

\$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Administrator. If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or Federal court. In addition, if you disagree with the plan's decision or lack thereof, concerning the qualified status of a domestic relations order or medical child support order, you may file suit in Federal court. If it should happen that plan fiduciaries misuse the plan's money or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a Federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds that your claim is frivolous.

### **Assistance With Your Questions**

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

**This information is intended to provide only a summary of BSA's benefits program. Nothing contained herein should be construed as a promise of employment or continued employment, or to constitute contractual obligations. If questions arise, official plan documents and insurance agreements are controlling and govern final determination of benefits consistent with applicable laws and regulations.**