

# **Business Travel Accident Insurance**

## **Summary Plan Description**



**January 2017**

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## **BWXT Business Travel Accident (BTA) Overview**

Business Travel Accident (BTA) coverage pays a benefit to you or your beneficiary if you suffer certain injuries or die as a result of an accident that occurs while you are traveling on Company business.

### ***Business Travel Accident – At-a-Glance***

<b>Plan Provisions</b>	
<b>Effective Date of Coverage</b>	Coverage begins on the date you are eligible for coverage. No forms are required.
<b>Cost of Coverage</b>	As an eligible employee, you automatically receive BTA coverage at no cost to you.
<b>Enrollment Periods</b>	You do not need to enroll. You are automatically covered on the date you are first eligible for coverage.

### ***Eligibility***

You are eligible for coverage if you belong to one of the following classes:

<b>Class</b>	<b>Description</b>
1	All active full-time salaried exempt employees who earn over \$75,000 per year (excluding bonus and overtime)
2	All other active full-time salaried exempt employees.
3	All active full-time, part-time and temporary employees (excluding non-exempt salaried and hourly employees working outside the United States and its territories who are not United States citizens) not included in Class 1 or 2, corporate pilots and crew members.
4	All non-employee directors.
5	The spouse of a Class 1, 2, 3 or 4 primary insured person.
6	The dependent child(ren) of a Class 1, 2, 3 or 4 primary insured person.
7	All guests.

You must also be an employee of one of the following entities or their participating subsidiary and affiliated companies to be eligible for BTA coverage:

- BWXT Nuclear Operations Group, Inc.
- BWXT Nuclear Energy, Inc.
- BWXT Technical Services Group, Inc.
- BWXT mPower, Inc.
- Intech, Inc.
- Nuclear Fuel Services, Inc.
- BWX Technologies, Inc.

You may request, in writing from the Corporate Benefits Department, information as to whether a particular subsidiary or affiliated company participates in this plan.

You are not eligible for coverage under this benefit if you are:

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- A non-resident alien who has no U.S. source income (as defined in the U.S. tax code), and/or
  - A person who provides services to the Company under an agreement with a leasing organization, and/or
  - Classified by the Company as an independent contractor or consultant, regardless of whether you are subsequently re-classified as an employee by a court or governmental agency for any reason.

Your eligible dependents may not participate in BTA coverage (except as covered under Classes 5 and 6). However, you may designate a beneficiary to receive benefits if you die. See the section “Designating a Beneficiary” on page 6.

### ***When Coverage Begins***

You do not need to enroll. You are automatically enrolled in BTA coverage if you are eligible for coverage. Your coverage begins:

- The effective date of your policy; or
- The date on which you first meet the eligibility criteria. See “Eligibility” on page 1.

### ***Cost of Coverage***

The Company pays the full cost of your BTA coverage.

## **How Business Travel Accident (BTA) Coverage Works**

If you die or suffer certain injuries as a result of an accident that occurs while you are traveling on Company business, you or your beneficiary will receive a benefit.

Business travel means travel by an employee who is:

1. Away from his or her regular place of employment, and
2. Traveling at the authorization of the Company, and
3. Traveling on Company business, and
4. Traveling for a period of less than 365 days.

### ***Schedule of Benefits***

BTA coverage pays the full benefit amount in the case of accidental death — this is known as the “death benefit” — or certain covered losses while you are traveling on authorized Company business. Partial benefits are paid for an accidental dismemberment. Benefits are paid if the death or dismemberment occurs within one year of, and as a result of, an accident that occurs while you are covered under the plan and traveling on authorized Company business. The maximum benefit BTA coverage will pay is the full coverage amount. Benefit payments cannot exceed the maximum amount designed for a covered loss or death.

In the schedule of benefits below, the following definitions apply:

- “Loss of a foot” means complete severance at or above the ankle.

- “Loss of a hand” means complete severance of at least four fingers above the metacarpal phalangeal joint on the same hand or at least three fingers and the thumb on the same hand.
- “Loss of thumb and index finger” means complete severance of the thumb and index finger above the metacarpal phalangeal joint on one hand.
- “Loss of sight of one eye” means permanent loss of vision in one eye. Remaining vision in that eye must be no better than 20/200 using a corrective aid or device.
- “Loss of sight” means permanent loss of vision in both eyes. Remaining vision must be no better than 20/200 using a corrective aid or device.
- “Loss of hearing” means permanent, irrecoverable, and total deafness. Deafness cannot be correctable by any aid or device.
- “Loss of speech” means permanent, irrecoverable, and total loss of the capability of speech without the aid of mechanical devices.
- “Uniplegia” means complete and irreversible loss of all motion and practical use of one arm or one leg that lasts more than 365 days.
- “Hemiplegia” means complete and irreversible loss of all motion and practical use of one arm and one leg on the same side of the body that lasts more than 365 days.
- “Paraplegia” means complete and irreversible loss of all motion and practical use of both legs that lasts more than 365 days.
- “Quadriplegia” means complete and irreversible loss of all motion and practical use of both arms and both legs that lasts more than 365 days.

<b>If Accident Results In (Type of Loss):</b>	<b>Benefit Amount Paid (Percentage of Principal Sum):</b>
Loss of life	100%
Loss of speech and hearing in both ears	100%
Loss of speech and loss of hand, foot or sight of one eye	100%
Loss of hearing and loss of hand, foot or sight of one eye	100%
Loss of sight in both eyes, two hands or two feet	100%
Quadriplegia	100%
Paraplegia	75%
Hemiplegia	50%
Loss of hand, foot or sight of one eye (any one of each)	50%
Loss of speech or hearing	50%
Uniplegia	25%
Loss of thumb and index finger of same hand	25%

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### Maximum Coverage for Multiple Losses

Payment of any benefit amount will reduce your total principal sum. If you are entitled to receive payment of multiple benefit amounts as the result of one accident, the maximum benefits will not exceed the principal sum.

If you suffer multiple covered losses as the result of one accident, you will receive the single largest benefit amount applicable to all covered losses. This includes comas and permanent total disability.

### War Risk Benefits

The following are benefit amounts for covered injuries sustained during acts of war while you are traveling on Company business. See “Eligibility” on page 1 for a description of Classes.

Class	Hazard	Principal Sum
1	24 Hour Business Travel	\$300,000
1	Common Carrier — Business Travel	\$25,000
2	24 Hour Business Travel	\$150,000
2	Common Carrier — Business Travel	\$15,000
3	24 Hour Business Travel	\$100,000
3	Common Carrier — Business Travel	\$10,000
4	Non-Employee Directors Business Travel	\$100,000
4	Common Carrier — Business Travel	\$10,000
5	Common Carrier — Business Travel	\$10,000
5	Business Travel Family	\$100,000
6	Common Carrier — Business Travel	\$3,000
6	Business Travel Family	\$30,000
7	Non-Employee Directors Business Travel	\$100,000
7	Common Carrier — Business Travel	\$10,000

### War Risk Benefit Exclusions

This coverage does not apply to any accident, accidental bodily injury or loss that is caused from, directly or indirectly, any declared or undeclared war in the following jurisdictions:

1. Your jurisdiction or permanent residence; and
2. Afghanistan, Algeria, Canada, Iran, Iraq, Israel (including the West Bank and Gaza), Kuwait, Pakistan, Saudi Arabia, Syria and the United States.

### Additional Benefits

The following are benefit amounts for covered injuries other than injuries listed in the Schedule of Benefits and War Risk Benefits. These benefit amounts are not subject to maximum payments for multiple losses, with the exception of comas and permanent and total disability. Payment of the below benefit amounts will be in addition to any principal sum payable, unless otherwise noted.

<b>Injury</b>	<b>Coverage</b>
Carjacking	10% of the principal sum, up to a maximum of \$25,000
Coma	<ul style="list-style-type: none"> <li>• 2% per month of the principal sum</li> <li>• Maximum benefit of 100% of principal sum</li> <li>• Subject to maximum coverage for multiple losses</li> </ul>
Excess accident medical expense (applies to Class 1 only; see <i>Eligibility</i> on page 1 for a description of Classes)	<ul style="list-style-type: none"> <li>• \$5,000 benefit</li> <li>• \$250 deductible</li> <li>• \$5,000 dental benefit</li> <li>• \$2,500 physical therapy benefit</li> <li>• \$1,000 orthopedic appliance benefit</li> <li>• \$500 transportation benefit</li> </ul>
Home alteration or vehicle modification, if you required because of an injury or disability	<ul style="list-style-type: none"> <li>• 10% of the principal sum for home alterations</li> <li>• \$10% of the principal sum for vehicle modifications</li> <li>• 20% of principal sum up to \$50,000 maximum benefit amount</li> </ul>
Medical evacuation and repatriation	<ul style="list-style-type: none"> <li>• Unlimited maximum benefit amount</li> <li>• \$5,000 maximum hospital admission</li> <li>• \$100 per day maximum travel benefit for 5 days maximum of travel</li> </ul>
Natural disaster	5% of principal sum, to a maximum of \$25,000
Permanent total disability (within one year of accident)	<ul style="list-style-type: none"> <li>• 100% of principal sum (varies depending on Class; only classes 1, 2, 3, are eligible); contact Chubb for exact amounts of coverage</li> <li>• Subject to maximum coverage for multiple losses</li> </ul>
Psychological therapy expense	5% of principal sum, to a maximum of \$25,000
Rehabilitation expense	5% of principal sum, to a maximum of \$25,000
Seat belt and occupant protection device	<ul style="list-style-type: none"> <li>• 10% of principal sum or alternate benefit amount of \$2,000 for wearing a seat belt</li> <li>• 10% of principal sum for occupant protection device</li> <li>• 20% of principal sum, up to \$50,000, for both seat belt and occupant protection device</li> </ul>

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### ***Disappearance***

If you are lost in an accident and have not been found within one year of the disappearance, stranding, sinking, or wrecking of any conveyance in which you were an occupant at the time of the accident, it will be assumed that you have died and the full benefit amount will be paid to your designated beneficiary.

### ***Exposure***

If an accident occurs and you are unavoidably exposed to the elements and as result experience a covered loss or die, your injuries or death will covered.

### ***Aggregate Limit of Insurance***

If more than one insured person suffers a loss in the same accident, the Company will not pay more than \$7,500,000 total, divided proportionally among the insured individuals. In the case of war, the total is \$5,000,000.

### ***Designating a Beneficiary***

You have the right to designate a beneficiary. All beneficiary designations must be:

- In writing, and
- Filed with BWXT, and
- Provided to Chubb at the time of claim or provided when Chubb requests the beneficiary designation.

### ***Changing a Beneficiary Designation***

You and no one else, unless there is an irrevocable assignment, have the right to change your beneficiary designation. You do not need the consent of anyone to do so. All beneficiary changes must be:

- In writing, and
- Filed with BWXT, and
- Provided to Chubb at the time of claim; or provided when Chubb requests the beneficiary designation.

See “Payment of Benefits to Beneficiaries” on page 8 for additional information.

### ***What is Not Covered***

BTA does not cover loss caused by or resulting from any of the following:

- Loss occurring more than one year after the date of the covered accident.
- Intentionally self-inflicted injuries, suicide or attempted suicide.
- Declared or undeclared act of war in your jurisdiction or permanent residence or in any of the following countries:
  - Afghanistan
  - Algeria
  - Canada



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- Iran
  - Iraq
  - Israel (including the West Bank and Gaza)
  - Kuwait
  - Pakistan
  - Saudi Arabia
  - Syria
  - United States
  - An accident that occurs while you are serving active military duty after 60 days in the armed forces of any country or established international authority.
  - Illness, disease, pregnancy, childbirth, miscarriage, bodily infirmity or any bacterial infection other than bacterial infection caused by an accidental cut or wound, or accidental consumption of a substance contaminated by bacteria.
  - Any Accident, Accidental Bodily Injury or Loss caused by or resulting from, directly or indirectly, you entering, or exiting any aircraft while acting or training as a pilot or crew member except if you are acting or training as a pilot or crew member by or on behalf of BWX Technologies, but only if you are certified and licensed by a governmental authority with competent jurisdiction to operate or serve as crew on such aircraft owned, leased or operated by BWX Technologies, travel or flying on any aircraft engaged in specialized aviation activities.
  - Trade or economic sanctions that prohibit insurance of or providing insurance for any accident, accidental bodily injury or loss.
  - An accident, accidental bodily injury or loss caused by or resulting from incarceration after a conviction.

## **Filing a Claim**

You must provide Chubb with written claim notice within 30 days after the occurrence or commencement of any loss, or as soon as reasonably possible. You must provide written notice. This notice must include enough information to identify the individual or individuals who experience the loss and who the policy holder is. Failure to give claim notice within 30 days will not invalidate or reduce an otherwise valid claim, if notice is given as soon as possible.

Chubb will acknowledge your written claim notice within 30 days of receipt of your written claim notice.

Claim forms are only available from Chubb. Contact Chubb at [www.chubb.com](http://www.chubb.com) or download the claim forms from myBWXT. If you contact Chubb, you will receive your claims forms within 15 days. If you (or your appointed designee) do not receive the forms, you (or your designee) should provide Chubb with a written description of the loss. The written description should include information detailing the occurrence, type and extent of the loss for which the claim is made.

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### ***Proof of Loss***

For claims involving disability, complete Proof of Loss must be provided to Chubb within 90 days after the period for which Chubb is liable. This provides ample time for a physician to make a diagnosis. Subsequent written proof of the continuance of such disability must be given to Chubb at their request. Failure to give complete Proof of Loss within 90 days 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 year after the deadline to submit complete Proof of Loss, except in cases where you or your covered dependent lacks legal capacity.

For all claims except those involving disability, complete Proof of Loss must be provided to Chubb within 90 days after the date of the loss, or as soon as reasonably possible.

### ***Payment***

For benefits payable involving periodic payments, Chubb will pay the covered individual or beneficiary the benefit amount at least once a month during the period the benefit is to be paid. All payments by Chubb are subject to receipt of complete Proof of Loss. Chubb will acknowledge claim notice within 30 days of receipt of the claim notice.

For all benefits payable under this policy except those for periodic payments, Chubb will pay the covered individual or beneficiary the benefit amount immediately after Chubb receives the complete Proof of Loss.

### ***Payment of Benefits to Beneficiaries***

The benefit amount for a covered death will be paid to your designated beneficiary.

If you have not chosen a beneficiary or if there is no beneficiary alive when you die, then Chubb will pay the benefit amount for a death to the first surviving party in the following order:

1. The covered individual's spouse
2. In equal shares to the covered individual's surviving children
3. In equal shares to the covered individual's surviving parents
4. In equal shares to the covered individual's surviving brothers and sisters
5. The covered individual's estate

All other benefit amounts are paid to the covered individual, unless otherwise directed by the covered individual or the covered individual's designee. If any beneficiary has not reached the legal age of majority, then Chubb will make payment to the beneficiary's legal guardian.

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### **If Your Beneficiary is a Foreign National**

If your beneficiary is a foreign national and the plan is unable to make a benefit payment to your beneficiary, as a matter of law in the jurisdiction where your beneficiary is located, payment will be made accordingly:

1. To a financial account in the United States; or
2. If your beneficiary is unable or unwilling to obtain a financial account in the United States, the plan will pay BWXT on behalf of your beneficiary. It is then BWXT's responsibility to remit payment to your beneficiary.

In the event of this occurrence, Chubb shall be held harmless of any liability.

A foreign national is defined, for the purposes of this plan, as a citizen of a jurisdiction other than the United States of America and as a resident in a jurisdiction other than the United States of America.

### **If Your Beneficiary is a United States Citizen Residing Outside of the United States of America**

If your beneficiary is a citizen of the United States and is residing outside of the country and Chubb is unable to make a benefit payment to your beneficiary, as a matter of law in the jurisdiction where your beneficiary is located, payment will be made to your next designated beneficiary. If you do not have another beneficiary designated, Chubb will pay the benefit amount for a death to the first surviving party in the following order:

1. The covered individual's spouse
2. In equal shares to the covered individual's surviving children
3. In equal shares to the covered individual's surviving parents
4. In equal shares to the covered individual's surviving brothers and sisters
5. The covered individual's estate

In the event of this occurrence, Chubb shall be held harmless of any liability.

### ***Claim and Suit Cooperation***

In the event of a claim under this policy, you or any beneficiaries (if applicable) must fully cooperate with Chubb while the claim is being processed. This includes the timely submission of all medical and other reports, and full cooperation with all physical examinations and autopsies that Chubb may require. If Chubb is sued in connection with a claim under this policy, then you or any beneficiaries (if applicable) must fully cooperate with Chubb in the handling of such suit. You or any beneficiaries (if applicable) must not, except at your own expense, voluntarily make any payment or assume any obligation in connection with any suit without Chubb's prior written consent.

### **When Coverage Ends**

Under most circumstances, your BTA coverage ends:

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- On the day the plan is terminated; or
  - On the last day of the plan year in which you have coverage; or
  - On the date on which you no longer meet the eligibility criteria as an insured person.

## **Life Events and Your Coverage**

This section provides a quick look at how your BTA coverage is affected during certain life events, or qualified status changes. Any changes you make to your benefits must be consistent with the type of life event you experience.

### ***If You Take a Leave of Absence***

If you take an approved leave of absence, including an FMLA leave, your BTA coverage will terminate until you return to work.

### ***If You Take a Military Leave of Absence***

If you enter into active duty in the Armed Forces of the United States (except for temporary active duty service of two weeks or less) your BTA coverage will terminate until you return to work.

### ***If You Leave the Company and are Later Rehired***

If you are rehired as an employee eligible to participate, your BTA coverage begins on the date you are first eligible for coverage.

## **Important Plan Information**

The following information provides details about the way the plan is administered. If you have questions about any of your benefits that are not answered in this summary, please contact the BWXT Enrollment Center at 1-844-708-1088. The existence of benefits, benefit plans or this benefits information is not intended as an employment contract or a guarantee of future employment.

### ***Plan Administration***

Chubb has the right to carry out responsibilities and use maximum discretionary authority permitted by law. These rights and responsibilities include, but are not limited to, the following:

- Interpret, construe and administer the plan; and
- Make determinations regarding plan participation, enrollment, and eligibility for benefits; and
- Evaluate and determine the validity of benefit claims; and
- Resolve any and all claims and disputes regarding the rights and entitlements of individuals to participate in the plans and to receive benefits and payments pursuant to the plans.

The decisions of Chubb are final and binding.

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## ***Plan Documents***

This booklet provides a summary of the benefits available to eligible employees. Full details of the plan are contained in the official plan documents and contracts. If a provision described in this booklet differs from the provisions of the applicable plan document, the plan document prevails.

Copies of official plan documents are available from the Plan Administrator. You may be asked to pay reasonable costs for copying the document.

## ***Your ERISA Rights***

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

- Examine, without charge, at the Plan Administrator’s office and at other specified locations, such as work sites and union halls, all documents governing the plan, including insurance contracts and collective bargaining agreements, and a copy 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 Pension and Welfare Benefits 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, and copies of the latest annual report (Form 5500 Series) and updated summary plan description. The 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 those people responsible for the operation of 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 rights under ERISA.

## ***Enforcing 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 example, if you request materials from the plan and do not receive them within 30 days, you may file suit in a federal court. In such a case, the court may require the

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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 that is denied or ignored, in whole or in part, you may file suit in a state or federal court. You may also file suit in a federal court if you disagree with the plan's decision, or lack of a decision, concerning the qualified status of a domestic relations order. If the plan fiduciary misuses 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 your claim is frivolous.

### Assistance with Your Questions

If you have any questions about your plan you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, you should contact the nearest office of:

Employee Benefits Security Administration  
U.S. Department of Labor  
(listed in your telephone directory)

or

U.S. Department of Labor  
Employee Benefits Security Administration  
Office of Health Plan Standards and Compliance Assistance  
200 Constitution Avenue, NW, Suite N-5653  
Washington, DC 20210  
Tel 202.693.8335

You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration listed in your telephone directory.

The information provided to you in this Summary Plan Description ("SPD") describes eligibility, loss of eligibility, how you may submit a claim for benefits, and other pertinent information, as required by the Employee Retirement Income Security Act of 1974, as amended ("ERISA"). Technical information, including the plan sponsor, plan number and Plan Administrator can be located in the following chart:

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### ***Plan Details***

<b>Official Plan Name</b>	BWXT Travel Insurance Plan
<b>Plan Sponsor and Plan Administrator</b>	BWXT Investment Company 800 Main Street Lynchburg, VA 24504 1-434-522-3800
<b>Claims Administrator/ Insurance Company</b>	Chubb Group of Insurance Companies 600 Independence Parkway Chesapeake, VA 23327 www.chubb.com
<b>Type of Administration</b>	This benefit is administered by Chubb Group of Insurance Companies pursuant to a contract with the Plan Sponsor.
<b>Employer Identification Number (EIN)</b>	72-1172705
<b>Plan ID Number</b>	505
<b>Plan Type</b>	Welfare benefit plan
<b>Plan Year</b>	January 1 through December 31
<b>Plan Funding</b>	This benefit is fully insured with premiums paid solely by employer contributions.
<b>Agent for Service of Legal Process</b>	CT Corporation Systems  150 Fayetteville St, Box 1011 Raleigh, NC 27601  Service of legal process may also be made on the Plan Administrator.

This summary contains general information about Travel Insurance available to eligible employees. Full details of the plan are contained in the official plan documents and/or insurance contracts. If a provision described in this summary differs from the provisions of the applicable plan document and/or insurance contract, the plan document and/or insurance contract prevails.

This description of Travel Insurance is not intended as an employment contract nor a guarantee of current or future employment. **The Plan Sponsor reserves the right to modify, amend, suspend, or terminate the plan at any time.**