# **Group Travel Accident Insurance Certificate**

Sony Pictures Entertainment, Inc.

#### RIGHT TO FILE A COMPLAINT

#### KEEP THIS NOTICE WITH YOUR INSURANCE PAPERS.

PROBLEMS WITH YOUR INSURANCE? Your satisfaction is very important to us. If you are having problems with your insurance, do not hesitate to contact the insurance company to resolve your problem.

Life Insurance Company of North America Customer Advocate/Compliance Office 1601 Chestnut Street, TL16D Philadelphia, PA 19192 Or via e-mail to: CGICustomerComplaints@cigna.com

You can also contact the California Department of Insurance and file a complaint. You can contact the California Department of Insurance by contacting:

California Department of Insurance Consumer Communications Bureau 300 South Spring Street, South Tower Los Angeles, CA 90013 Tel: (213) 897-8921

Or call: 1-800-927-4357 TDD Number: 1-800-482-4833

Consumer Hotline Hours:

8 am – 6 pm, Monday – Friday (except holidays)

## Life Insurance Company of North America 1601 Chestnut Street, Philadelphia, Pennsylvania 19192-2235 A Stock Insurance Company

## GROUP TRAVEL ACCIDENT CERTIFICATE OF INSURANCE

We, Life Insurance Company of North America, called We, Us or Our, have issued a Group Travel Accident Policy, ABL 961896 to Sony Pictures Entertainment, Inc.

We certify that We insure all Eligible Persons who are enrolled according to the terms of the Group Travel Accident Policy. Your coverage will begin according to the terms set forth in the Eligibility for Insurance and Effective Date of Insurance provisions shown in the *Eligibility, Effective Date and Termination Provisions*.

This Certificate describes the benefits and basic provisions of your coverage. You should read it with care so You will understand Your coverage.

This is not the insurance contract. It does not waive or alter any terms of the Policy. You may examine the Policy at the office of the Policyholder.

This Certificate replaces any and all Certificates which may have been issued to You in the past under the Group Travel Accident Policy.

Matthew G. Manders, President

Mother & Monder

THIS CERTIFICATE PROVIDES LIMITED COVERAGE FOR ACCIDENT ONLY.

PLEASE READ YOUR CERTIFICATE CAREFULLY.

IT DOES NOT PAY BENEFITS FOR LOSS DUE TO SICKNESS.

THIS CERTIFICATE PAYS BENEFITS FOR SPECIFIC LOSSES FROM ACCIDENT ONLY.

BA-02-CE1000.05

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## SCHEDULE OF BENEFITS

This Certificate is intended to be read in its entirety. In order to understand all the conditions, exclusions and limitations applicable to its benefits, please read all the provisions carefully.

The Schedule of Benefits provides a brief outline of your coverage and benefits provided by this Certificate. Please read the Conditions of Coverage and Description of Indemnity Benefits sections for full details.

Certificate Effective Date: January 1, 2011

Policy Aggregate Maximum \$20,000,000

**Applies To** All benefits provided by this Policy

Not more than the Policy Aggregate Maximum specified above will be paid for all Covered Losses for all Covered Persons as the result of any one Covered Accident. If this amount does not allow all Covered Persons to be paid the amounts this policy otherwise provides, the amount paid will be the proportion of the Covered Person's loss to the total of all losses, multiplied by the Policy Aggregate Maximum.

Eligible Persons: Class 1 - All active U. S. Employees and non-U. S. Employees of the Policyholder who are regularly

scheduled to work at least 21 hours over a 5 day work week.

#### CONDITIONS OF COVERAGE

The benefits provided by this Policy will be paid, subject to applicable conditions, limitations and exclusions, under the following coverages.

**Business Travel Coverage** 

Personal Deviations covered Yes

Personal Deviation takes place during, or within 7 days before or after, covered

**Business Travel** 

Maximum Length of

Personal Deviation 7 days

**Exposure and Disappearance Coverage** 

**Owned Aircraft Coverage** 

**Relocation Coverage** 

Personal Deviations covered No

War Risk Coverage

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#### ACCIDENTAL DEATH AND DISMEMBERMENT BENEFITS

Principal Sum: 3 times Annual Compensation subject to a maximum benefit of

\$1,000,000.

Changes in the Covered Person's amount of insurance resulting from a change in the Employee's amount of Annual Compensation take effect, subject to any Active Service requirement, on the first day of the month following the change in Annual Compensation.

Loss must occur within: 365 days of the Covered Accident

#### SCHEDULE OF COVERED LOSSES

**Covered Loss Benefit** 100% of the Principal Sum Loss of Life Loss of Two or More Hands or Feet 100% of the Principal Sum Loss of Sight of Both Eyes 100% of the Principal Sum Loss of One Hand or One Foot and Sight in One Eye 100% of the Principal Sum Loss of Speech and Hearing (in both ears) 100% of the Principal Sum 100% of the Principal Sum Ouadriplegia Paraplegia 75% of the Principal Sum Hemiplegia 50% of the Principal Sum Coma Monthly Benefit 1% of the Principal Sum Number of Monthly Benefits When Payable At the end of each month during which the Covered Person remains comatose Lump Sum Benefit 100% of the Principal Sum When Payable Beginning of the 12th month Loss of One Hand or Foot 50% of the Principal Sum

25% of the Principal Sum

## ADDITIONAL ACCIDENTAL DEATH AND DISMEMBERMENT BENEFITS

Any benefits payable under these Additional Accident Benefits shown below are in addition to any other Accidental Death and Dismemberment benefits payable.

#### PERMANENT TOTAL DISABILITY BENEFIT

Benefit Waiting Period 12 months

Total of Monthly Benefits 100% of the Principal Sum Monthly Benefit Payment 1% of the Principal Sum

#### SEATBELT AND AIRBAG BENEFIT

Loss of Sight in One Eye

Loss of Thumb and Index Finger of the Same Hand

Loss of Hearing (in both ears)

Loss of Speech

Seatbelt Benefit 10% of the Principal Sum subject to a maximum of \$25,000 Airbag Benefit 5% of the Principal Sum subject to a maximum of \$10,000

Default Benefit \$1,000

BA-02-1101.05

## **GENERAL DEFINITIONS**

Please note that certain words used in this Certificate have specific meanings. The words defined below and capitalized within the text of this Certificate have the meanings set forth below.

#### Aircraft

A vehicle which:

- 1. has a valid certificate of airworthiness; and
- 2. is being flown by a pilot with a valid license to operate the Aircraft.

#### **Annual Compensation**

An Employee's annual earnings for normal work established by the Policyholder for his job classification, excluding commissions, bonuses or overtime.

#### **Covered Accident**

A sudden, unforeseeable, external event that results, directly and independently of all other causes, in a Covered Injury or Covered Loss and meets all of the following conditions:

- 1. occurs while the Covered Person is insured under this Policy;
- 2 occurs under one of the Conditions of Coverage specified in the Schedule of Benefits;
- 3. is not contributed to by disease, Sickness, or mental or bodily infirmity;
- 4. is not otherwise excluded under the terms of this Policy.

#### **Covered Injury**

Any bodily harm that results, directly and independently of all other causes, from a Covered Accident.

#### **Covered Person**

An Eligible Person, as defined in the *Schedule of Benefits*, for whom required premium has been paid when due and for whom coverage under this Policy remains in force.

#### Employee

An Employee of the Employer who is in one of the Covered Classes.

#### Employer

The Policyholder and any affiliates, subsidiaries or divisions shown in the Schedule of Affiliates covered under this Policy on its effective date or a later date agreed to by Us.

#### He, His, Him

Refers to any individual, male or female.

#### Hospital

An institution that meets all of the following:

- 1. it is licensed as a Hospital pursuant to applicable law;
- 2. it is primarily and continuously engaged in providing medical care and treatment to sick and injured persons;
- 3. it is managed under the supervision of a staff of medical doctors;
- 4. it provides 24-hour nursing services by or under the supervision of a graduate registered nurse (R.N.);
- 5. it has medical, diagnostic and treatment facilities, with major surgical facilities on its premises, or available on a prearranged basis;
- 6. it charges for its services.

The term Hospital does not include a clinic, facility, or unit of a Hospital for:

- 1. rehabilitation, convalescent, custodial, educational or nursing care;
- 2. the aged, drug addicts or alcoholics;
- 3. a Veteran's Administration Hospital or Federal Government Hospitals unless the Covered Person incurs an expense.

#### Nurse

A licensed graduate registered nurse (R.N.) or a licensed practical nurse (L.P.N.) who is not:

- the Covered Person;
- 2. a parent, sibling, spouse or child of either the Covered Person or the Covered Person's spouse;
- 3. a person living in the Covered Person's household; or
- 4. a person employed or retained by the Policyholder.

#### **Personal Deviation**

An activity which:

- 1. is neither reasonably related to or incidental to the purpose of travel for which coverage is provided by this Policy; and
- 2. the Covered Person performs before, during or after covered travel.

When coverage is provided during a Personal Deviation, the time period covered is shown in the *Conditions of Coverage* section of the *Schedule of Benefits*.

#### Physician

A United States-licensed health care provider practicing in the United States within the scope of his license and rendering care and treatment to the Covered Person that is appropriate for the condition and locality, and who is not:

- 1. the Covered Person;
- 2. a parent, sibling, spouse or child of either the Covered Person or the Covered Person's spouse;
- 3. a person living in the Covered Person's household;
- 4. a person employed or retained by the Policyholder; or
- 5. a person providing homeopathic, aroma-therapeutic, or herbal therapeutic services.

#### Policyholder

The entity, named on this Policy's face page, to which We issue this Policy.

#### **Private Passenger Automobile**

A validly registered, four wheel private passenger car, including Policyholder-owned cars, campers, motor homes, station wagons, sport utility vehicles, pick-up trucks and van-type cars that are not licensed commercially or being used for commercial purposes. Any vehicle being used as a taxicab, bus, or other public conveyance will not be considered a Private Passenger Automobile.

#### Sickness

A physical or mental illness, including pregnancy.

#### **Total Disability or Totally Disabled**

Totally Disabled or Total Disability means either:

- 1. inability of the Covered Person who is currently employed to do any type of work for which he is or may become qualified by reason of education, training or experience; or
- 2. inability of the Covered Person who is not currently employed to perform all of the activities of daily living including eating, transferring, dressing, toileting, bathing, and continence, without human supervision or assistance.

#### We, Us, Our

Life Insurance Company of North America

BA-02-1200.05

## ELIGIBILITY, EFFECTIVE DATE AND TERMINATION PROVISIONS

#### **Policy Effective Date**

The Insurance Company agrees to provide Accident Insurance Benefits described in this Policy in consideration of the Policyholder's application and payment of the Initial Premium when due. Insurance begins on the Policy Effective Date shown on this Policy's first page.

#### **Effective Date for Newly-Acquired Affiliates**

Insurance becomes effective for any newly-acquired affiliate of the Policyholder on the date it is acquired, if: We have been notified in writing within the time period specified in the *Schedule of Affiliates* and have agreed to provide insurance, and additional premium has been paid when due. If We are not notified within the required time period, insurance for the affiliate will become effective on the date we agree in writing to insure it and receive any additional premium due. Individuals who are employees of an affiliate on its effective date of insurance under this Policy will be eligible for insurance on that date.

#### **Eligibility**

A person is eligible for insurance under this Policy when he meets the definition of Eligible Person shown in the *Schedule of Benefits*. An Eligible Person may be insured under only one Covered Class, even though he may be eligible under more than one Covered Class.

#### **Effective Date for Individuals**

Insurance becomes effective for the Eligible Person on the later of the following dates:

- 1. the Policy Effective Date;
- 2. the date the person becomes eligible.

In no event will insurance for the Eligible Person become effective before the Policy Effective Date.

#### **Effective Date of Changes**

Any increase or decrease in the amount of insurance for the Covered Person resulting from:

- 1. a change in benefits provided by this Policy; or
- 2. a change in the Employee's Covered Class

will take effect on the date of such change.

#### **Termination of Insurance**

Insurance for the Covered Person will end on the earliest of:

- 1. the date the person is no longer in an Eligible Class; and
- 2. the date the person enters full time active duty in any Armed Forces. We will refund any premium paid for any period of active duty when We receive proof of active duty. Active duty does not include Reserve or National Guard duty for training; and
- 3. the end of the period for which the last premium is paid; and
- 4. the date this Policy ends.

Termination does not affect a claim for a Covered Loss due to a Covered Accident that occurs before the termination date. However, in no instance will benefits extend beyond the earliest of:

- 1. the end of the Benefit Period; and
- 2. the date benefits equal to any applicable Benefit Limit, as shown in the Schedule of Benefits, have been paid; and
- 3. the date benefits equal to any applicable Policy Aggregate Maximum, as shown in the *Schedule of Benefits*, have been paid.

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## **COMMON EXCLUSIONS**

In addition to any benefit-specific exclusion, benefits will not be paid for any Covered Injury or Covered Loss which directly or indirectly, in whole or in part, is caused by or results from any of the following unless coverage is specifically provided for by name in the *Conditions of Coverages* and *Description of Indemnity Benefits* sections.

- 1. Intentionally self-inflicted Injury, suicide or any attempt thereat while sane or insane;
- 2. commission or attempt to commit a felony or an assault;
- 3. commission of or active participation in a riot or insurrection;
- 4. flight in, boarding or alighting from an Aircraft or any craft designed to fly above the Earth's surface:
  - a. except as a fare-paying passenger on a regularly scheduled commercial or charter airline;
  - b. being flown by the Covered Person or in which the Covered Person is a member of the crew;
  - c. being used for:
    - i. crop dusting, spraying or seeding, giving and receiving flying instruction, fire fighting, sky writing, sky diving or hang-gliding, pipeline or power line inspection, aerial photography or exploration, racing, endurance tests, stunt or acrobatic flying; or
    - ii. any operation that requires a special permit from the FAA, even if it is granted (this does not apply if the permit is required only because of the territory flown over or landed on);
  - d. an ultra-light or glider;
  - e. being used by any military authority, except an Aircraft used by the Air Mobility Command or its foreign equivalent;
  - f. being used for the purpose of parachuting or skydiving;
  - g. designed for flight above or beyond the earth's atmosphere;
- 5. Sickness, disease, bodily or mental infirmity, bacterial or viral infection or medical or surgical treatment thereof, including exposure, whether or not accidental, to viral, bacterial or chemical agents except for any bacterial infection resulting from an accidental external cut or wound or accidental ingestion of contaminated food;
- 6. travel in any Aircraft owned, leased or controlled by the Policyholder, or any of its subsidiaries or affiliates. An Aircraft will be deemed to be 'controlled' by the Policyholder if the Aircraft may be used as the Policyholder wishes for more than 10 straight days, or more than 15 days in any year;
- 7. voluntary ingestion of any narcotic, drug, poison, gas or fumes, unless prescribed or taken under the direction of a Physician and taken in accordance with the prescribed dosage;
- 8. a Covered Accident that occurs while engaged in the activities of active duty service in the military, navy or air force of any country or international organization. Covered Accidents that occur while engaged in Reserve or National Guard training are not excluded until training extends beyond 31 days;
- 9. operating any type of vehicle while under the influence of alcohol or any drug, narcotic or other intoxicant including any prescribed drug for which the Covered Person has been provided a written warning against operating a vehicle while taking it. Under the influence of alcohol, for purposes of this exclusion, means intoxicated, as defined by the law of the state in which the Covered Accident occurred.

In addition, benefits will not be paid for services or treatment rendered by any person who is:

- 1. employed or retained by the Policyholder;
- 2. living in the Covered Person's household;
- 3. a parent, sibling, spouse or child of either the Covered Person or the Covered Person's spouse;
- 4. the Covered Person.

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## **CLAIM PROVISIONS**

#### Beneficiary

The beneficiary is the person or persons the Covered Person names or changes on a form executed by him and satisfactory to Us. This form may be in writing or by any electronic means agreed upon between Us and the Policyholder. Consent of the beneficiary is not required to affect any changes, unless the beneficiary has been designated as an irrevocable beneficiary, or to make any assignment of rights or benefits permitted by this Policy.

A beneficiary designation or change will become effective on the date the Covered Person executes it. However, We will not be liable for any action taken or payment made before We record notice of the change at our Home Office.

If more than one person is named as beneficiary, the interests of each will be equal unless the Covered Person has specified otherwise. The share of any beneficiary who does not survive the Covered Person will pass equally to any surviving beneficiaries unless otherwise specified.

If there is no named beneficiary or surviving beneficiary, or if the Covered Person dies while benefits are payable to him, We may make direct payment to the first surviving class of the following classes of persons:

- 1. spouse:
- 2. child or children;
- 3. parents;
- 4. siblings;
- 5. estate of the Covered Person.

#### Claim Forms

We send forms for filing proof of loss when We receive the notice of claim. If claim forms are not sent within 15 days after We receive notice, the proof requirements will be met by submitting, within the time fixed in this Policy for filing proof of loss, written or authorized electronic proof of the nature and extent of the loss for which claim is made.

#### **Legal Actions**

No action at law or in equity will be brought to recover benefits under this Policy less than 60 days after satisfactory proof of loss has been furnished as required by this Policy. No such action will be brought after expiry of the applicable statute of limitations from the time proof of loss is required to be furnished.

#### **Notice of Claim**

Written or authorized electronic/telephonic notice must be given to Us or Our agent within 31 days after a Covered Accident occurs or the loss begins or as soon as reasonably possible, but in no case any longer than 15 months after the date of loss. If written or authorized electronic/telephonic notice is not given in that time, the claim will not be invalidated or reduced if it is shown that written or authorized electronic/telephonic notice was given as soon as was reasonably possible. Notice can be given at Our home office in Philadelphia, Pennsylvania, such other place as We may designate for the purpose, or to Our authorized agent. Notice should include the Policyholder's name and policy number and the Covered Person's name and address.

#### **Payment of Claims**

All benefits will be paid in United States currency. Benefits for loss of life will be payable in accordance with the Beneficiary provision and these Claim Provisions. All other proceeds payable under this Policy, unless otherwise stated, will be payable to the Covered Person or to his estate. If any payee of benefits is a minor or otherwise legally incompetent, we will pay benefits to the person designated as his legal guardian or conservator.

If We are to pay benefits to the estate or to a person who is incapable of giving a valid release, We may pay \$1,000 to a relative by blood or marriage whom We believe is equitably entitled. Any payment made by Us in good faith pursuant to this provision will fully discharge Us to the extent of such payment and release Us from all liability.

#### **Physical Examination and Autopsy**

We, at Our own expense, have the right and opportunity to examine the Covered Person when and as often as We may reasonably require while a claim is pending and to make an autopsy in case of death where it is not forbidden by law.

#### **Proof of Loss**

Written or authorized electronic proof of loss satisfactory to Us must be given to Us at Our office, within 90 days of the loss for which claim is made. If: (a) benefits are payable as periodic payments; and (b) each payment is contingent upon continuing loss, then proof of loss must be submitted within 90 days after the termination of each period for which We are liable. If written or authorized electronic notice is not given within that time, no claim will be invalidated or reduced if it is shown that such notice was given as soon as reasonably possible. In any case, written or authorized electronic proof must be given not more than one year after the time it is otherwise required, except if proof is not given solely due to the lack of legal capacity.

#### **Recovery of Overpayment**

If benefits are overpaid, We have the right to recover the amount overpaid by either of the following methods.

- 1. A request for lump sum payment of the overpaid amount.
- 2. A reduction of any amounts payable under this Policy.

If there is an overpayment due when the Covered Person dies, We may recover the overpayment from the Covered Person's estate.

#### **Time of Payment**

We will pay benefits due under this Policy for any loss, other than a loss for which this Policy provides any periodic payment, immediately upon receipt of due written or authorized electronic proof of such loss. Subject to due written or authorized electronic proof of loss, all accrued benefits for loss for which this Policy provides periodic payment will be paid monthly unless otherwise specified in the benefits descriptions and any balance remaining unpaid at the termination of liability will be paid immediately upon receipt of proof satisfactory to Us, unless otherwise shown in the *Benefits* sections of this Policy.

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## ADMINISTRATIVE PROVISIONS

#### Premiums

Premium rates are expressed in, and premiums are payable in, United States currency. The premiums for this Policy will be based on the rates set forth in the *Rate Table*, the plan and amounts of insurance in effect for Covered Persons and the premium mode selected, as shown in the *Schedule of Benefits*. If Your coverage amounts are reduced due to age, premium will be based on the amounts of coverage in force on the day after the reduction took place. We will provide notifications of premiums due or premium changes, by mail to the most current address in our files, to the Policyholder.

#### **Premium Rate Changes**

We may change premium rates at the end of any Policy Term or any Premium Rate Guarantee Period with at least 45 days advance notice mailed to the last known address of the Policyholder. We will not increase premium rates more frequently than annually, unless certain changes shown in the Policy occur.

Any increase or decrease in rate will take effect on the date of the applicable change specified above. A pro rata adjustment will apply from the date of the change to the end of any period for which premium has been paid.

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## **GENERAL PROVISIONS**

#### Assignment

We will be bound by an assignment of the Covered Person's insurance under this Policy only when the original assignment or a certified copy of the assignment, signed by the Covered Person and any irrevocable beneficiary, is filed with Us. The assignee may exercise all rights and receive all benefits assigned only while the assignment remains in effect and insurance under this Policy for the Covered Person remains in force.

This insurance may not be levied on, attached, garnisheed, or otherwise taken for a person's debts unless contrary to law.

#### **Clerical Error**

A person's coverage will not be affected by error or delay in keeping records of insurance under this Policy. If such error or delay is found, We will adjust the premium fairly.

#### **Conformity with Statutes**

Any provision in this Policy that is in conflict with the requirements of any state or federal law that apply to this Policy are automatically changed to satisfy the minimum requirements of such laws.

#### **Misstatement of Fact**

If the Policyholder has misstated any fact, all amounts payable under this Policy will be such as the premium paid would have purchased had such fact been correctly stated.

#### **Workers Compensation Insurance**

This Policy is not in place of and does not affect any requirements for coverage under any Workers' Compensation Insurance.

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## CONDITIONS OF COVERAGE

This Section describes the Conditions of Coverage under which benefits provided by this Policy become payable. Any benefits are payable only once, even though more than one Condition of Coverage may apply. Please read these and the *Common Exclusions* sections in order to understand all of the terms, conditions and limitations of coverage.

BA-02-2000.00

#### **BUSINESS TRAVEL COVERAGE**

We will pay benefits provided by this Policy, subject to all applicable conditions and exclusions, if the Covered Person suffers a Covered Loss caused, directly and independently of all other causes, by a Covered Accident which occurs while the Covered Person is:

- 1. travelling:
  - a. on business of the Policyholder; and
  - b. in the course of the business of the Policyholder; and
  - c. on a trip authorized in advance by the Policyholder; and
  - d. away from the premises of the Policyholder; or
- 2. making a Short Stay away from the Policyholder's premises in his City of Permanent Assignment.

#### **Definitions**

For purposes of this coverage:

**Short Stay** means a trip on business for the Employer and authorized in advance by the Employer and lasting less than 60 days.

City of Permanent Assignment means the city where the Covered Person normally works.

#### **Exclusions**

Coverage for business travel is not provided during any of the following:

- 1. normal commuting between the Covered Person's home and place of work;
- 2. travel to another location where the Covered Person is expected to be assigned for more than 60 days;
- 3. any activity not authorized or organized, or not reimbursable, by the Policyholder;
- 4. the Covered Person's Personal Deviation, unless shown in the Schedule of Benefits;
- 5. the Covered Person's driving any vehicle or Private Passenger Automobile for pay or hire;
- 6. Business Travel Coverage is not in effect while the Covered Person is performing job duties: (a) during work hours; and (b) in a residence work area, which are specified in a written telecommuting agreement between him and his employer.

Other exclusions that apply to this coverage are in the Common Exclusions Section.

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#### EXPOSURE AND DISAPPEARANCE COVERAGE

We will pay benefits provided by this Policy, subject to all applicable conditions and exclusions, if the Covered Person suffers a Covered Loss which results, directly and independently of all other causes, from a Covered Accident that causes the Covered Person's unavoidable exposure to the elements following the forced landing, sinking, stranding or wrecking of a vehicle.

If the Covered Person disappears and is not found within one year from the date of wrecking, sinking or disappearance of the conveyance in which the Covered Person was riding in the course of a trip which would otherwise be covered under this Policy, it will be presumed that the Covered Person's death resulted directly and independently of all other causes from a Covered Accident.

Travel or trip must have been authorized in advance by the Policyholder.

#### **Exclusions**

Exclusions that apply to this coverage are in the Common Exclusions Section.

BA-02-2006.00

#### OWNED AIRCRAFT COVERAGE

We will pay benefits provided by this Policy, subject to all applicable conditions and exclusions, if the Covered Person suffers a Covered Loss that results, directly and independently of all other causes, from a Covered Accident that occurs during travel or flight in, including getting in or out of, any Aircraft that is owned, leased, operated or controlled by the Policyholder or any of its subsidiaries or affiliates.

A record of eligible Aircraft will be maintained by the Policyholder and provided to Us at Our request.

An Aircraft substituted for an eligible Aircraft will also be eligible if it is as similar to the original Aircraft in design and seating capacity as is available, and the original Aircraft is withdrawn from normal use due to breakdown, repair, servicing, loss or destruction. An Aircraft controlled by the Policyholder is one available for its use for 10 or more consecutive days or 15 days during any calendar year.

#### **Exclusions**

Exclusions that apply to this coverage are in the Common Exclusions Section.

BA-02-2012.00

#### RELOCATION COVERAGE

We will pay benefits provided by this Policy, subject to all applicable conditions and exclusions, if the Covered Person suffers a Covered Loss that results, directly and independently of all other causes, from a Covered Accident that occurs during Relocation. This Benefit will be equal to the percentage of the Covered Person's Accidental Death and Dismemberment Benefit, as specified in the *Schedule of Benefits*.

Relocation coverage begins when the Covered Person departs from his prior place of residence, or if later, his prior place of employment and begins travel to his new place of residence or employment. Relocation coverage ends when the Covered Person begins his first full day of employment at his new location or 10 days from the date this coverage began.

#### **Definition**

For purposes of this coverage:

**Relocation** means a change in the Covered Person's assigned place of employment for the Policyholder which necessitates a change of residence, and for which the Policyholder pays travel expenses.

#### **Exclusions**

This coverage will be in effect during the Covered Person's Personal Deviation only if indicated in the Schedule of Benefits.

Other exclusions that apply to this coverage are in the Common Exclusions Section.

BA-02-2016.00

#### WAR RISK COVERAGE

We will pay benefits provided by this Policy, subject to all applicable conditions and exclusions, if the Covered Person suffers a Covered Loss that results, directly and independently of all other causes, from a Covered Accident that occurs during war or acts of war that occur worldwide worldwide except for Afghanistan, Algeria, Chechnya, Iran, Iraq, Israel (includes West Bank and Gaza), Jammu, Kashmir, Kuwait, Lebanon, Pakistan, Qatar, Saudi Arabia, Somalia and United Arab Emirates and countries where travel is permitted only under licenses granted by the Office of Foreign Assets Control, unless, such license is granted.

The Policyholder may cancel this war risk coverage at any time by sending written notice to Us at Our home office address. Coverage will be canceled upon receipt of notice or a date specified by the Policyholder.

We may cancel this coverage at any time by providing written notice to the Policyholder at least 10 days prior to termination of this coverage. Any unearned premium will be promptly returned to the Policyholder.

#### **Exclusions**

This benefit does not provide coverage when a Covered Accident occurs:

- 1. in the United States and its territories and possessions; or
- 2. in any nation of which the Covered Person is a citizen or a permanent resident.

Other exclusions that apply to this coverage are in the Common Exclusions Section.

BA-02-2021.00

## **DESCRIPTION OF INDEMNITY BENEFITS**

This Description of Indemnity Benefits section describes the Accident Indemnity Benefits provided by this Policy. Benefit amounts, benefit periods and any applicable aggregate and benefit-specific maximums are shown in the Schedule of Benefits. Please read these and the Common Exclusions sections in order to understand all of the terms, conditions and limitations applicable to these Benefits.

BA-02-2200.00

#### ACCIDENTAL DEATH AND DISMEMBERMENT BENEFIT

#### Covered Loss

We will pay the benefit for any one of the Covered Losses listed in the *Schedule of Benefits*, subject to all applicable conditions and exclusions, if the Covered Person suffers a Covered Loss resulting, directly and independently of all other causes, from a Covered Accident within the applicable time period specified in the *Schedule of Benefits*.

If the Covered Person sustains more than one Covered Loss as a result of the same Covered Accident, We will pay the Benefit for the Covered Loss for which the largest benefit is payable. If a Covered Accident causes the Covered Person's death, the total of all Benefits We will pay for Accidental Death and any other Covered Losses will not exceed the Principal Sum.

#### **Definitions**

Loss of a Hand or Foot means complete Severance through or above the wrist or ankle joint.

**Loss of Sight** means the total, permanent Loss of Sight of one eye. The Loss of Sight must be irrecoverable by natural, surgical or artificial means.

**Loss of Speech** means total and permanent loss of audible communication which is irrecoverable by natural, surgical or artificial means.

**Loss of Hearing** means total and permanent loss of ability to hear any sound in both ears which is irrecoverable by natural, surgical or artificial means.

**Loss of a Thumb and Index Finger of the Same Hand** means complete Severance through or above the metacarpophalangeal joints of the same hand (the joints between the fingers and the hand).

**Paralysis or Paralyzed** means total loss of use. A Physician must determine the loss of use to be complete and not reversible at the time the claim is submitted.

Quadriplegia means total Paralysis of both upper and lower limbs.

**Hemiplegia** means total Paralysis of the upper and lower limbs on one side of the body.

**Paraplegia** means total Paralysis of both lower limbs or both upper limbs.

Coma means a profound state of unconsciousness from which the Covered Person is not likely to be aroused through powerful stimulation. The Coma must begin within 30 days of the Covered Accident, continue for 60 consecutive days and must be diagnosed and treated regularly by a Physician. Coma does not mean any state of unconsciousness intentionally induced during the course of treatment of a Covered Injury unless the state of unconsciousness results from the administration of anesthesia in preparation for surgical treatment of injuries sustained in that Covered Accident.

**Severance** means complete separation and dismemberment of the part from the body.

#### Exclusions

Exclusions that apply to this benefit are in the Common Exclusions section.

BA-02-2202.00

#### PERMANENT TOTAL DISABILITY BENEFIT

We will pay the benefit, as shown in the *Schedule of Benefits*, to the Covered Person whose Total Disability results, directly and independently of all other causes from, and within the time period shown in the *Schedule of Benefits* of, a Covered Accident. To qualify for benefits, the Covered Person must remain Totally Disabled during the Benefit Waiting Period shown in the *Schedule of Benefits* and at the end of the Benefit Waiting Period, must be expected to remain so disabled, as certified by a Physician, for the rest of his life.

We will pay monthly benefits as shown in the *Schedule of Benefits* beginning at the end of the Benefit Waiting Period. Monthly benefit payments will be paid until the earliest of the following occurs:

- 1. the covered Employee fails to provide certification by a Physician that he is expected to remain Totally Disabled for the rest of his life; or
- 2. the covered Employee dies; or
- the total of all monthly benefits equals the Principal Sum less any Accidental Dismemberment benefits paid for Covered Losses sustained in the same Covered Accident.

#### **Exclusions**

Exclusions that apply to this benefit are in the Common Exclusions Section.

BA-02-2229.00

#### SEATBELT AND AIRBAG BENEFIT

We will pay the benefit shown in the *Schedule of Benefits*, subject to all applicable conditions and exclusions, when the Covered Person's death results, directly and independently of all other causes, from a Covered Accident while wearing a seatbelt and operating or riding as a passenger in a Private Passenger Automobile. An additional benefit is provided if the Covered Person was also positioned in a seat protected by a properly-functioning and properly deployed Supplemental Restraint System (Airbag).

Verification of proper use of the seatbelt at the time of the Covered Accident and 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 Covered Person's claim to Us.

If such certification or police report is not available or it is unclear whether the Covered Person was wearing a seatbelt or positioned in a seat protected by a properly functioning and properly deployed Supplemental Restraint System, We will pay a default benefit shown in the *Schedule of Benefits* to the Covered Person's beneficiary.

#### **Definitions**

For purposes of this benefit:

Supplemental Restraint System means an airbag that inflates upon impact for added protection to the head and chest areas.

#### **Exclusions**

Exclusions that apply to this benefit are in the *Common Exclusions* Section.

BA-02-2233.00

## Life Insurance Company of North America 1601 Chestnut Street Philadelphia, Pennsylvania 19192-2235

#### DEPENDENT COVERAGE RIDER

This Rider is attached to and made part of this Policy. It is subject to all of this Policy's provisions that do not conflict with its provisions.

Policyholder: Sony Pictures Entertainment, Inc.

Policy Number: ABL 961896

We will pay an Accidental Death and Dismemberment Benefit specified in this Rider's *Schedule of Benefits* if a Spouse or Domestic Partner or Dependent Child of the Covered Person suffers a Covered Loss which results, directly and independently of all other causes, from a Covered Accident that occurs:

- 1. within the time period specified in this Policy's Schedule of Benefits; and
- 2. during a Relocation trip or Business Travel for which the Policyholder pays part or all of the cost; and
- 3. under circumstances described in one of the Conditions of Coverage specified in this Rider's Schedule of Benefits.

Benefits payable for a Dependent's Covered Loss will equal the applicable Principal Sum shown in this Rider's *Schedule of Benefits* multiplied by the percentage applicable to the Covered Loss, as shown in this Policy's *Schedule of Benefits*.

#### RIDER SCHEDULE OF BENEFITS CLASS 1

The *Rider Schedule of Benefits* provides a brief outline of the coverage and benefits provided by this Rider. Please read all of the provisions of this rider in addition to the provisions of this Policy for full details.

#### **Conditions of Coverage**

Business Travel for Dependents Relocation Coverage for Dependents

#### **Benefits**

Covered ClassPrincipal Sum1. Spouses or Domestic Partners of Class 1 Covered Persons\$25,0002. Dependent Children of Class 1 Covered Persons\$5,000

#### RIDER DESCRIPTION OF CONDITIONS OF COVERAGE

#### **Relocation Coverage for Dependents**

We will pay the Benefit shown in the *Rider Schedule of Benefits* above, subject to all of the conditions and exclusions applicable to Relocation Coverage provided by this Policy, if a Dependent's Covered Loss results, directly and independently of all other causes, from a Covered Accident that occurs during Relocation.

Relocation Coverage for a Dependent begins when coverage for the Covered Person begins, or, if later, when a Dependent departs from his prior place of residence to join the Covered Person on the Relocation trip. Relocation Coverage for a Dependent ends when coverage for the Covered Person ends, or, if earlier, when a Dependent arrives at his new place of residence.

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#### **Business Travel Coverage for Dependents**

We will pay the Benefit shown in the *Rider Schedule of Benefits*, subject to all of the conditions and exclusions applicable to Business Travel Coverage provided by this Policy, if a Dependent's Covered Loss results, directly and independently of all other causes, from a Covered Accident.

Business Travel Coverage for a Dependent begins when coverage for the Covered Person begins, or, if later, when a Dependent departs from his place of residence to join the Covered Person on the Covered Trip. Business Travel Coverage for a Dependent ends when coverage for the Covered Person ends, or, if earlier, when a Dependent arrives at his place of residence.

#### **Definitions**

**Dependent** means, for purposes of this Rider, a Covered Person's Spouse or Domestic Partner and Dependent Child, as each of those terms is defined below.

Dependent Child means a Covered Person's unmarried child who is one of the following.

- 1. A child from live birth to 19 years old.
- 2. A child who is 19 or more years old but less than 23 years old, enrolled in a school as a full-time student and primarily supported by the Covered Person. Coverage will continue during any period between school terms or school years as long as We are provided satisfactory proof that he has enrolled for the next following school term or year.
- 3. A child who is 19 or more years old, primarily supported by the Covered Person, and incapable of self-sustaining employment by reason of mental or physical handicap. Proof of the child's condition and dependence must be submitted to Us within 31 days after the date the child ceases to qualify as a Dependent Child for the reasons listed above. During the next two years, We may, from time to time, require proof of the continuation of such condition and dependence. After that, We may require proof no more than once a year.

A child, for purposes of this provision, includes the Covered Person's:

- 1. natural child;
- 2. adopted child, beginning with any waiting period pending finalization of the child's adoption;
- 3. stepchild who resides with the Covered Person, including a Domestic Partner's child who resides with and is financially dependent upon the Covered Person;
- 4. child for whom the Covered Person is legal guardian, as long as the child resides with the Covered Person and depends on him for financial support. Financial support means that the Covered Person is eligible to claim the dependent for purposes of Federal and State income tax returns.

Spouse means the Covered Person's lawful spouse.

#### To Whom Pavable

Benefits payable under this Rider will be paid to the Covered Person. If the Covered Person does not survive the Dependent upon whose Covered Loss the Benefit is payable, We will pay the Covered Person's beneficiary, in accordance with the *Beneficiary* provision of this policy.

#### Exclusions

This coverage will be in effect while a Dependent is accompanying the Covered Person during the Covered Person's Personal Deviation only if indicated in the *Schedule of Benefits*.

Other exclusions that apply to this Coverage are in the Common Exclusions section.

BA-02-2700.00

#### **Life Insurance Company of North America**

a stock insurance company

Rider to the Certificate Made a Part of Group Policy No. ABL 961896 Effective Date of Rider: August 1, 2007, or if later the Effective Date of the Employee's Certificate

#### MODIFICATION OF GROUP TRAVEL ACCIDENT POLICY TO ADD DOMESTIC PARTNER AS AN ELIGIBLE DEPENDENT FOR TRAVEL ACCIDENT INSURANCE

The provisions of the Certificate are modified as follows:

- 1. All references to the term "Spouse" are replaced with "Spouse or Domestic Partner", except for the following references:
  - a. Any definition of "Spouse" remains unchanged.
  - b. Any reference to "lawful spouse", "legal spouse", "husband" or "wife" remains unchanged.
  - c. The reference to "spouse" in the section titled "Beneficiary" under the Claim Provisions remains unchanged.

In addition, under the Definitions section of the Dependent Coverage Rider attached to the Certificate, item number 3 in the last paragraph of the "Dependent Child" definition, is changed to:

- 3. Stepchild who resides with the Covered Person, including a Domestic Partner's child who resides with and is financially dependent upon the Covered Person.
- 2. The following Domestic Partner definition is added to the Definitions section of the Dependent Coverage Rider attached to the Certificate.

**Domestic Partner** means: a person who is registered as the covered Employee's domestic partner with the California Secretary of State. If there is no domestic partner registered with the California Secretary of State, "Domestic Partner" means a person who meets all of the following criteria:

- a. Shares the covered Employee's permanent residence.
- b. Has resided with the covered Employee continuously for at least six months and is expected to reside with the covered Employee indefinitely.
- c. Is financially interdependent with the covered Employee in each of the following ways:
  - i. by holding one or more credit or bank accounts, including a checking account, as joint owners.
  - ii. by owning or leasing their permanent residence as joint tenants.
- d. Has signed a domestic partner declaration with the covered Employee, if the covered Employee resides in a jurisdiction that provides for domestic partner declarations.
- e. Has not signed a domestic partner declaration with any other person within the last 12 months.
- f. Is no less than 18 years of age.
- g. Is not currently legally married to any other person.
- h. Is not a blood relative any closer than would prohibit legal marriage.

In addition to the above requirements, consent of either party to the Domestic Partner relationship must not have been obtained by force, duress, or fraud.

A covered Employee's Domestic Partner is eligible for Accident Insurance Benefits under the Policy on the later of the Employee's eligibility date or the date the person becomes the covered Employee's Domestic Partner and if all the following conditions are met.

- a. For domestic partnerships registered with the California Secretary of State, the Domestic Partner is the only person meeting the Policy's definition of "Domestic Partner" with respect to the covered Employee.
- b. For domestic partnerships not registered with the California Secretary of State:
  - i. The covered Employee has not been married to any person within the last 12 months.
  - ii. The Domestic Partner is the only person meeting the Policy's definition of "Domestic Partner" with respect to the covered Employee.
  - iii. The covered Employee and Domestic Partner furnish a notarized affidavit or signed statement reflecting these requirements, and an agreement to notify the Insurance Company if the requirements cease to be met, on a form acceptable to the Insurance Company.
- 3. Coverage for a Domestic Partner of a covered Employee will be provided in accordance with the provisions of the Dependent Coverage Rider attached to the Certificate. Conditions of Coverage and Benefits for a Domestic Partner are the same as applicable to a Spouse as shown on the Dependent Coverage Rider Schedule of Benefits.

Except for the above, this Rider does not change the Certificate to which it is attached.

**Life Insurance Company of North America** 

Motte G. March

Matthew G. Manders, President

TL-007152-1.05

UNDERWRITTEN BY: LIFE INSURANCE COMPANY OF NORTH AMERICA a CIGNA company

Class 1

07/2011

