

**AMENDMENT**

Number 3 to Policy Number BTA-123521 (Herein called the Plan)

issued to **COUNCIL ON SOCIAL WORK EDUCATION**

The Plan is amended, as shown below, effective August 19, 2017

In consideration of a premium of Two Thousand Seven Hundred Dollars and No Cents (\$2,700.00), it is understood and agreed that coverage under this Policy shall continue in force for a thirty-six (36) month term, commencing on the Effective Date of this Amendment.

Payment of the premium for the coverage provided by the Plan, as amended, for coverage periods beginning on and after the effective date of this amendment will constitute acceptance of the terms of this amendment by the Policyholder.

This amendment will be attached to and form a part of the Plan. It will not alter or affect any of the terms of the Plan other than as stated above.

Dated this 11<sup>th</sup> day of September, 2017.

**GERBER LIFE INSURANCE COMPANY**



President

**GERBER LIFE INSURANCE COMPANY**  
**1311 Mamaroneck Avenue**  
**White Plains, New York 10605**  
(Herein called "the Company")

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Based on the Application for this Policy (herein called "the Plan") made by

**COUNCIL ON SOCIAL WORK EDUCATION**  
**1701 Duke Street, Suite 200**  
**Alexandria, Virginia 22314-3457**

and based on the payment of the premium when due, the Company agrees to pay the benefits as provided on the following pages.

This Plan becomes effective at 12:01 A.M. Standard Time at the Policyholder's Address on the Effective Date shown below. The Plan will terminate at 12:00 Midnight on the Expiration Date shown below or as shown in Section IX - Termination of the Plan.

All matter printed or written by the Company on the following pages forms a part of this Plan as if recited over the signatures below.

This Plan is delivered in and, to the extent permitted by Federal Law, is governed by the laws of the Jurisdiction shown below. This Plan is subject to the Employee Retirement Income Security Act of 1974 (ERISA). The general Plan information and a statement of the Rights of Plan participants are found in Section XI - ERISA Statement of Rights and Information.

Signed by the Company:



President



Secretary

POLICY NUMBER	BTA-123521
EFFECTIVE DATE	August 19, 2014
EXPIRATION DATE	August 19, 2017
DATE OF ISSUE	August 21, 2014
JURISDICTION	Virginia
COVERAGE PROVIDED	Accident Insurance

**NONPARTICIPATING**  
**GROUP ACCIDENT POLICY**  
**ACCIDENT ONLY - DOES NOT PAY BENEFITS FOR SICKNESS**

## TABLE OF CONTENTS

		<u>Page Series</u>
SECTION I	SCHEDULE OF BENEFITS	C-
SECTION II	DEFINITIONS	D-
SECTION III	ELIGIBILITY AND TERMINATION OF COVERAGE	E-
SECTION IV	BENEFIT PROVISIONS	F-
SECTION V	COVERAGE PROVISIONS	G-
SECTION VI	POLICY PROVISIONS	H-
SECTION VII	CLAIM PAYMENTS	I-
SECTION VIII	PREMIUMS	J-
SECTION IX	TERMINATION OF THE PLAN	K-
SECTION X	GENERAL PROVISIONS	L-
SECTION XI	THE EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974 (ERISA) STATEMENT OF RIGHTS AND INFORMATION	M-
AMENDMENTS	ATTACHED (IF ANY)	N-

SECTION I - SCHEDULE OF BENEFITS

The following persons are eligible for coverage (herein called "Insured Persons"):

Class	Hazard	Description of Class
I	G-9, G-22 G-25, G-27	All active Volunteer Professors of the Council on Social Work Education, while traveling on behalf of the Policyholder.

Class	Accidental Death, Dismemberment and Paralysis Benefit Principal Sum
I	\$50,000

Aggregate Limit of Indemnity Per Accident: \$200,000

Premium Calculation: A three year pre-paid premium of Two Thousand Seven Hundred Dollars and No Cents (\$2,700.00).

Forms Attached At Issue: GER-BA-20 F-3, F-5, F-6, F-7, F-12, F-13, F-14, F-22, F-25, G-9, G-22, G-25, G-27, N-1 and N-5.

## SECTION II - DEFINITIONS

### **Insured Person**

The person who is insured under the Plan as described in Section I, Schedule of Benefits.

### **Injury**

Accidental bodily injury which: (i) is direct and independent of any other cause; and (ii) requires treatment by a licensed physician or surgeon, acting within the scope of his or her license.

### **Exposure**

Being exposed to the elements following the disappearance, forced landing, stranding, sinking or wrecking of a vehicle. Exposure will be deemed an accidental bodily injury.

### **Disappearance**

Failure to find the body within one year after the disappearance, forced landing, stranding, sinking or wrecking of a vehicle. Disappearance will be deemed accidental loss of life, provided there has been a judicial determination of death.

### **Paralysis**

The complete, total and irrecoverable loss of use of an arm or leg.

### **Coma**

Being in a state of complete mental unconsciousness without response to stimulation.

### **Comatose**

Being in a coma.

### **Airworthiness Certificate**

The "Standard" Airworthiness Certificate issued by the Federal Aviation Agency of the United States or its foreign equivalent.

### **Seat Belt**

A properly installed seat belt, lap and shoulder restraint, child restraint or other restraint approved by the National Highway Traffic Safety Administration.

### **Supplemental Restraint System**

An original factory installed air bag designed to inflate on impact for added protection to the head and chest areas.

### **When On Business For The Policyholder**

Furthering the business of the Policyholder. This does not include an Injury sustained during travel to and from work, leave of absence, vacation or personal deviation.

## SECTION II – DEFINITIONS (continued)

### **Personal Deviation**

An activity that is not reasonably related to the business of the Policyholder and not incidental to a bonafide trip.

### **Bonafide Trip**

A trip made in good faith and authorized by the Policyholder for the purpose of furthering the business of the Policyholder.

### **On the Premises of the Policyholder**

The location where the Policyholder conducts its business, including the location where an Insured Person performs his or her occupational duties.

### **Criminal Assault**

A physical attack by another person resulting in bodily Injury. A physical attack is any willful or unlawful use of force or violence with the intent to cause bodily Injury. The physical attack must be considered a felony or a misdemeanor in the jurisdiction where it occurred.

### **Licensed Child Care Center**

Any state licensed facility, other than a family day care home, which provides non-medical care and supervision for children in a group setting less than 24 hours a day.

### **Dependent**

An Insured Person's spouse and dependent unmarried children within the specified age limits.

### **Unmarried**

Never having been married.

### **Spouse**

The person to whom an Insured Person is legally married.

### **Children**

An Insured Person's unmarried (1) natural children; (2) adopted children; (3) step-children; (4) foster children; and (5) any children related to the Insured Person by blood or marriage, provided the child or children are living in a regular parent-child relationship with an Insured Person and are dependent upon the Insured Person for support and maintenance. Regular parent-child relationship means that the child or children reside with the Insured Person in the same household. In the case of (5) above, a regular parent-child relationship does not exist if either of the child's natural parents or legal guardians also reside with the Insured Person..

To be eligible, children must be under 19 years of age. Unmarried children under age 25 who attend a licensed accredited school (beyond the 12<sup>th</sup> grade level) on a full-time basis are also eligible. For coverage to continue during vacation periods, the child must be scheduled to enter school on the next enrollment date.

### SECTION III – ELIGIBILITY AND TERMINATION OF COVERAGE

#### **When Coverage Begins**

If an Insured Person is in an eligible Class, he or she will be covered on the later of the Policy Effective Date or the date the Insured Person enters an eligible Class.

#### **When Coverage Ends**

An Insured Person's coverage will end the sooner of:

- (a) the date the Plan ends; or
- (b) the date he or she is no longer a member of an eligible Class.

Termination of coverage will not affect any claim for loss that begins before termination.

SECTION IV - BENEFIT PROVISION

**Accidental Death, Dismemberment and Paralysis Benefit**

The Company will pay a benefit for loss due to an Injury caused by an accident to an Insured Person from a Hazard described on a following page as shown in the table below. The loss must occur within 365 days after the date of the accident. The Insured Person must be covered under the Plan on the date of the accident.

The benefit is called the Principal Sum and it is shown in the Schedule of Benefits.

The benefit for loss of life will be paid to the named beneficiary. All other benefits will be paid to the Insured Person.

**Table of Losses**

For Loss of:

Life.....	The Principal Sum
Both Hands or Both Feet or Sight of Both Eyes .....	100% of The Principal Sum
One Hand and One Foot .....	100% of The Principal Sum
Speech and Hearing of Both Ears .....	100% of The Principal Sum
Either Hand or Foot and Sight of One Eye .....	100% of The Principal Sum
Quadriplegia.....	100% of The Principal Sum
Paraplegia.....	75% of The Principal Sum
Either Hand or Foot .....	50% of The Principal Sum
Sight of One Eye.....	50% of The Principal Sum
Speech or Hearing of Both Ears.....	50% of The Principal Sum
Hemiplegia.....	50% of The Principal Sum
Hearing of One Ear .....	25% of The Principal Sum
Thumb and Index Finger of Same Hand.....	25% of The Principal Sum

Maximum-All Losses-Any One Accident ..... 100% of The Principal Sum

**Loss shall mean the:**

- (i) loss of a hand by total severance at or above the wrist;
- (ii) loss of a foot by total severance at or above the ankle;
- (iii) complete, total and irrecoverable loss to the sight of an eye;
- (iv) complete, total and irrecoverable loss of speech;
- (v) complete, total and irrecoverable loss of hearing;
- (vi) total paralysis of both arms and legs for Quadriplegia;
- (vii) total paralysis of both legs for Paraplegia;
- (viii) total paralysis of the arm and leg on the same side of the body for Hemiplegia; or
- (ix) loss of thumb and index finger by total severance at or above the knuckles.



## SECTION IV - BENEFIT PROVISION

### **Rehabilitation Benefit**

The Company will pay a benefit for loss due to an Injury caused by an accident to an Insured Person from a Hazard described on a following page as shown below. The loss must occur within 90 days after the date of the accident. The Insured Person must be covered under the Plan on the date of the accident.

The benefit shall be:

- (i) \$250 per month; and
- (ii) paid for 6 months.

In order for benefits to be paid, the Insured Person must be receiving rehabilitation therapy from an accredited therapist as the result of the accident. The Insured Person must continue to undergo rehabilitation therapy for benefits to be paid.

## SECTION IV - BENEFIT PROVISION

### **Coma Benefit**

The Company will pay a benefit for loss due to an Injury caused by an accident to an Insured Person from a Hazard described on a following page if Injury results in an Insured Person being in a coma for at least 31 consecutive days. The Insured Person must be covered under the Plan on the date of the accident. The coma must occur within 31 days after the date of the accident.

The benefit will be:

- (i) equal to 1% of the Principal Sum, subject to a minimum of \$150 and a maximum of \$1,000 per month; and
- (ii) paid for 12 months.

The first benefit will be paid on the date the Company receives proof that the Insured Person is in a coma which:

- (a) resulted from accidental bodily Injury direct and independent of any other cause;
- (b) requires treatment by a licensed doctor, acting within the scope of his or license;
- (c) requires that the Insured Person be confined to a hospital; and
- (d) has lasted for at least 31 consecutive days.

The benefit will end when the comatose condition ceases, whether by death, recovery or any other change of such condition.

The Monthly Coma Benefit will be paid in accordance with Section VII, Claim Payments, Payment of Claims, of the Plan.

## SECTION IV - BENEFIT PROVISION

### **Survivor's Benefit**

If an Insured Person loses his or her life due to an Injury caused by an accident from a Hazard described on a following page, the Company will pay a benefit to the surviving Spouse or to the Dependent children, if there is no surviving Spouse. The Insured Person must be covered under the Plan on the date of the accident. The loss of life must occur within 365 days after the date of the accident.

The benefit will be:

- (i) \$500 per month; and
- (ii) paid for 12 months.

The first benefit will be paid on the date the benefit for accidental loss of life is paid.

## SECTION IV - BENEFIT PROVISION

### College Education Benefit

If an Insured Person loses his or her life due to an Injury caused by an accident from a Hazard described on a following page, the Company will pay a benefit to each of his or her Dependent children. The Insured Person must be covered under the Plan on the date of such accident. The loss of life must occur within 365 days after the date of such accident.

The benefit shall be:

- (1) \$1,000 per year; and
- (2) paid for 4 consecutive years.

The first benefit will be paid on the later of:

- (a) the date the benefit for accidental loss of life is paid; or
- (b) the date the Company receives proof that the Dependent child is attending a licensed or accredited school (beyond the 12th grade level) on a full-time basis.

Additional annual payments will be paid on the date that the Company receives proof that the Dependent child is attending a licensed or accredited school (beyond the 12th grade level) on a full-time basis.

The benefit shall be paid for each Dependent child who, on the date of such accident, was:

- (i) attending a licensed or accredited school (beyond the 12th grade level) on a full-time basis; or
- (ii) at the 12th grade level and enrolls, within 365 days after the date of such accident, in a licensed or accredited school (beyond the 12th grade level) on a full-time basis.

The Dependent child must continue to enroll and attend a licensed or accredited school (beyond the 12th grade level) for the benefit to be paid.

## SECTION IV - BENEFIT PROVISION

### **Spouse Training Benefit**

If an Insured Person loses his or her life due to an Injury caused by an accident from a Hazard described on a following page, the Company will pay a benefit to the Insured Person's Spouse. The Insured Person must be covered under the Plan on the date of such accident. The loss of life must occur within 365 days after the date of such accident.

The benefit shall be \$2,500.

In order for benefits to be paid the Dependent Spouse must:

- (i) not be employed in an income producing occupation on the date of such accident; and
- (ii) as a result of such accident, seek full time employment within 365 days after the date of such accident; and
- (iii) enroll as a full-time student in a school of higher education or vocational training for the purpose of preparing for full-time employment.

The benefit will be paid on the date the Company receives proof that the Dependent Spouse is attending a school of higher education or vocational training.

## SECTION IV - BENEFIT PROVISION

### **Child Care Center Benefit**

If an Insured Person loses his or her life due to an Injury caused by an accident from a Hazard described on a following page, the Company will pay a benefit to each of his or her Dependent children. The Insured Person must be covered under the Plan on the date of such accident. The loss of life must occur within 365 days after the date of such accident.

The benefit shall be:

- (1) \$1,000 per year; and
- (2) paid for 4 consecutive years.

The first benefit will be paid on the later of:

- (a) the date the benefit for accidental loss of life is paid; or
- (b) the date the Company receives proof that the Dependent child is attending a licensed child care center on a full-time basis.

Additional annual payments will be paid on the date that the Company receives proof that the Dependent child is attending a licensed child care center on a full-time basis.

The benefit shall be paid for each Dependent child who, on the date of such accident, was:

- (i) less than 13 years of age;
- (ii) attending a licensed child care center on a full-time basis; or
- (ii) enrolls, within 365 days after the date of such accident, in a licensed child care center on a full-time basis.

The Dependent child must continue to enroll and attend a licensed child care center on a full-time basis for the benefits to be paid

## SECTION IV - BENEFIT PROVISION

### **Therapeutic Counseling Benefit**

If, due to Injury caused by an accident from a Hazard described on a following page, an Insured Person requires Therapeutic Counseling, the Company will pay a benefit as shown below.

The Insured Person must be covered under the Plan on the date of the accident.

The Therapeutic Counseling must commence within 90 days after the date of the accident.

The benefit shall be:

- (i) \$250 per month; and
- (ii) payable for 6 months.

In order for benefits to be paid, the Insured Person must be receiving Therapeutic Counseling from an accredited and state licensed therapist, psychiatrist or psychologist. The Insured Person must continue to undergo Therapeutic Counseling for benefits to be paid.

Therapeutic Counseling Care means that the Insured Person is under the care of a licensed physician acting within the scope of his or her license and upon the recommendation of such physician, the Insured Person is receiving counseling from an accredited and state licensed therapist, psychiatrist or psychologist.

SECTION IV - BENEFIT PROVISION

**Surgical Reattachment Benefit**

The Company will pay a benefit for the reasonable medical expenses, shown below, required to surgically reattach a severed arm, leg, hand or foot due to an Injury caused by an accident to an Insured Person from a Hazard described on a following page. The loss must occur within 3 days after the date of the accident. The Insured Person must be covered under the Plan on the date of the accident.

The Insured Person must have suffered a loss due to an Injury caused by an accident as shown in the Table of Losses below.

Items of reasonable medical expense are:

- (1) medical treatment by a licensed physician or surgeon, acting within the scope of his or her license;
- (2) services of a licensed anesthesiologist, acting within the scope of his or her license;
- (3) services of a licensed nurse, acting within the scope of his or her license; and
- (4) hospital confinement.

**Table of Losses:**

For Loss of:

Both Legs or Both Arms .....	25% of The Principal Sum
Both Hands or Both Feet.....	25% of The Principal Sum
One Arm and One Leg .....	25% of The Principal Sum
One Hand and One Foot .....	25% of The Principal Sum
Either Leg or Arm .....	15% of The Principal Sum
Either Hand or Foot .....	15% of The Principal Sum
Thumb and Index Finger of Same Hand.....	5% of The Principal Sum

Maximum – All Losses – Any One Accident .....25% of The Principal Sum

**Loss shall mean the:**

- (i) loss of a leg by total severance at or above the knee;
- (ii) loss of an arm by total severance at or above the elbow;
- (iii) loss of a hand by total severance at or above the wrist;
- (iv) loss of a foot by total severance at or above the ankle joint;
- (v) loss of thumb and index finger by total severance at or above the knuckles.



## SECTION V - COVERAGE PROVISION

### HAZARD 9

#### **24-Hour All Risk Accident Protection - Business Only**

Coverage applies only to an Insured Person who is in a Class to which this Hazard applies.

#### **Description of Hazards**

Coverage will apply to an Injury sustained by an Insured Person when on Business for the Policyholder during any bonafide trip.

Coverage for such trip begins on the later of when an Insured Person leaves his or her place of: (a) residence; or (b) regular employment; for the purpose of going on such trip.

Coverage for such trip terminates on the earlier of when an Insured Person returns to his or her place of: (a) residence; or (b) regular employment; following such trip or undertakes a personal deviation.

If an Insured Person travels to a location away from his or her place of regular employment and is expected to remain at that location for more than 90 days, such location shall be deemed a change in his or her place of regular employment.

Coverage includes an Injury sustained during the trip while riding as a passenger (but not as a pilot, operator or member of the crew) in or on, boarding or alighting from, or by being struck or run down by any civilian aircraft having a current and valid Airworthiness Certificate and piloted by a properly qualified and licensed pilot.

#### **Exclusions**

Coverage does not apply to any Injury sustained while an Insured Person is:

- (1) flying in any aircraft being used for or in connection with:
  - (i) fire fighting;
  - (ii) exploration;
  - (iii) pipe or power line inspection; or
  - (iv) aerial photography,unless previously agreed to in writing by the Company; or
- (2) flying in any aircraft owned, leased or operated by or on behalf of the Policyholder, unless previously agreed to in writing by the Company.

## SECTION V - COVERAGE PROVISION

### HAZARD 22

#### **Criminal Assault Accident Protection**

Occupational Only

Coverage applies only to an Insured Person who is in a Class to which this Hazard applies.

#### **Description of Hazards**

The Company will pay an additional benefit of 10% of the portion of the Principal Sum for the loss sustained, subject to a minimum of \$500 and a maximum of \$10,000 due to Injury as described below.

Coverage will apply to an Injury sustained by an Insured Person as a result of a violent criminal act committed by a person or persons.

The act may involve, but is not limited to:

- (1) robbery;
- (2) theft;
- (3) hold-up;
- (4) kidnapping;
- (5) assault and battery;
- (6) rape; or
- (7) murder.

Coverage will apply to an Insured Person while performing his or her occupational duties, whether on the premises of the Policyholder or at any other work location.

#### **Exclusion**

Coverage does not apply to any Injury sustained from the Insured Person's own criminal act or any attempted criminal act

## SECTION V- COVERAGE PROVISION

### HAZARD 25

#### **Private Passenger Automobile Seat Belt Accident Protection** Business Only

Coverage applies only to an Insured Person who is in a Class to which this Hazard applies.

#### **Description of Coverage**

The Company will pay a benefit for loss due to Injury as described below.

The benefit will be 10% of the portion of the Principal Sum for the loss sustained, subject to a minimum of \$500 and a maximum of \$10,000.

Coverage will apply to an Injury sustained by an Insured Person when on Business for the Policyholder during any bonafide trip while operating or riding as a passenger in a private passenger automobile provided the Insured Person was wearing a properly fastened seat belt at the time of the accident.

Coverage for such trip begins on the later of when you leave your place of: (a) residence; or (b) regular employment; for the purpose of going on such trip.

Coverage for such trip terminates on the earlier of when you return to your place of: (a) residence; or (b) regular employment; following such trip or undertake a personal deviation.

No Benefit is payable if the operator of the automobile was under the influence of alcohol or drugs.

Seat belt usage must be verified by:

- (i) a doctor;
- (ii) a coroner;
- (iii) a police officer; or
- (iv) any other person of competent authority.

SECTION V- COVERAGE PROVISION

HAZARD 27

**Private Passenger Automobile Air Bag Accident Protection**  
Business Only

Coverage applies only to an Insured Person who is in a Class to which this Hazard applies.

**Description of Coverage**

The Company will pay a benefit for loss due to Injury as described below.

The benefit will be 5% of the portion of the Principal Sum for the loss sustained, subject to a minimum of \$250 and a maximum of \$5,000.

Coverage will apply to an Injury sustained by an Insured Person while operating or riding as a passenger in a private passenger automobile provided the Insured Person was:

- (i) wearing a properly fastened seat belt at the time of the accident; and
- (ii) was positioned in a seat protected by a properly functioning original factory installed Supplemental Restraint System that deploys on impact.

Coverage for such trip begins on the later of when you leave your place of: (a) residence; or (b) regular employment; for the purpose of going on such trip.

Coverage for such trip terminates on the earlier of when you return to your place of: (a) residence; or (b) regular employment; following such trip or undertake a personal deviation.

No Benefit is payable if the operator of the automobile was under the influence of alcohol or drugs.

Seat Belt and Supplemental Restraint System usage must be verified by:

- (i) a doctor;
- (ii) a coroner;
- (iii) a police officer; or
- (iv) any other person of competent authority.

## SECTION VI - POLICY PROVISIONS

### **Beneficiary**

An Insured Person may name anyone as his or her beneficiary. The Insured Person must file the name or names on a form approved by the Company.

An Insured Person may change his or her beneficiary at any time by giving notice in writing. The effective date of the change is the date the request is signed. However, the Company is not liable for any amount paid before the request is received by the Company.

If an Insured Person names more than one beneficiary, they will share equally, unless the Insured Person provides otherwise.

If a beneficiary dies before an Insured Person, his or her share will be paid equally to the surviving beneficiaries, unless the Insured person states otherwise. Any amount for which a beneficiary is not named will be paid to the Insured Person's estate.

### **General Exclusions**

Benefits are not paid for any loss caused by or resulting from:

- (a) suicide or intentionally self-inflicted Injury, whether sane or not (in Missouri, while sane);
- (b) bacterial infections, except those which occur with a cut or wound at the time of the accident;
- (c) any kind of disease;
- (d) medical or surgical treatment (except surgical treatment required by the accident);
- (e) war or any act of war;
- (f) Injury sustained while in any of the armed forces (land, sea or air) of any country or international authority, except while on temporary domestic National Guard or Reserve duty for less than 30 days;
- (g) Injury sustained while an Insured Person is riding in an aircraft other than as provided under a Hazard described on a preceding page;
- (h) voluntarily taking any drug, chemical or controlled substance, unless taken as prescribed by a licensed physician;
- (i) committing or attempting to commit a felony; and
- (j) operating any vehicle with a blood alcohol level greater than the legal limit.

### **Aggregate Limit of Indemnities**

The Company will not be liable for any amount in excess of the aggregate limit of indemnities shown in Section I - Schedule of Benefits. If all losses sustained by all Insured Persons covered under this Plan due to a common accident exceed the aggregate limit, benefits for each Insured Person will be paid on a basis in proportion to the aggregate limit.

## SECTION VII - CLAIM PAYMENTS

### **Notice of Claim**

Written notice of a claim must be given within 30 days after the loss, or as soon as possible. The notice must be given to the Company or to an authorized agent with information identifying the Insured Person.

### **Claim Forms**

When a notice of claim is received, the Company will provide claim forms for the filing of proofs of loss. If such forms are not sent within 15 days, an Insured person will have met the proof of loss requirement if he or she gives the Company a written statement of the nature and extent of the loss within the time fixed in the Plan.

### **Proofs of Loss**

Due written proof must be given to the Company within 90 days after the date of loss. However, a claim will still be considered if it was not possible to furnish proof within this time and the due written proof was furnished as soon as possible. Except in the absence of legal capacity, in no event will a loss be considered if due written proof for that loss is furnished more than 2 years after the date the loss was incurred.

### **Time of Payment of Claims**

All benefits provided by the Plan will be paid upon receipt of due written proof of loss.

### **Payment of Claims**

Any benefits paid for loss of life will be paid as follows:

- (1) to the beneficiary or beneficiaries designated in writing by the Insured Person, otherwise;
- (2) to the beneficiary or beneficiaries designated in writing by the Insured Person under the Group Life Insurance policy issued to the Policyholder, otherwise;
- (3) to the Insured person's surviving spouse, otherwise;
- (4) to the Insured Person's surviving child or children, in equal shares, otherwise;
- (5) to the Insured person's parents in equal shares, or the surviving parent, otherwise;
- (6) to the Insured person's surviving brothers and sisters in equal shares, or the survivors of them otherwise;
- (7) to the Insured person's estate.

All other benefits will be paid to the Insured Person, if living, otherwise to his or her estate. The Company will be discharged to the extent of any such payment made in good faith.

### **Physical Examination and Autopsy**

The Company will have the right to examine any Insured Person as often as it may require and to perform an autopsy where not forbidden by law. This will be at the expense of the Company.

### **Legal Actions**

No action may be brought to recover under the Plan until 60 days after proof of loss has been given. No action can be brought after 3 years from the date due written proof of loss was required to be furnished.

## SECTION VIII - PREMIUMS

### **Premium Payments**

The first premium for coverage under the Plan is due on the effective date. After that, premiums are due as shown under Section I - Schedule of Benefits, Premium Calculation.

Premiums can be paid to the Company's Home Office or to an authorized agent of the Company. Each premium paid continues the Plan in force until the Expiration date, except as shown under Grace Period.

When asked, the Company will consider changing the way in which premium payments are made.

### **Grace Period**

A period of 31 days, without interest, is allowed for paying any premium other than the first one. The Plan will remain in force during the Grace Period, unless the Company has been advised in writing that the Plan is to cease prior to the end of the Grace Period. If any premium is not paid before the Grace Period ends, the Plan will cease. However, the Policyholder will be liable for all premiums not paid. In addition, a pro rata premium will be due for the time the Plan was in force during the Grace Period.

## SECTION IX - TERMINATION OF THE PLAN

The Plan will cease if the Policyholder fails to pay the premium before the end of the Grace Period.

After the end of the First Plan Year, the Company or the Policyholder has the right to cancel the Plan on the day prior to the date any premium is due by giving 31 days written notice.



## SECTION X - GENERAL PROVISIONS

### **Entire Contract**

The entire contract consists of:

- (1) the Plan; and
- (2) the attached Amendments and Application for Coverage, if any.

A copy of any application of the policyowner, if any, will be attached to the Policy when issued. All statements made by the Policyholder or by the Insured Persons are true and complete to the best of the knowledge and belief of the persons making them. All statements made by the policyowner or by Insured Persons shall be deemed representations and not warranties. No written statement made by any Insured Person will be used in any contest unless a copy of the statement is given to the Insured Person or to his or her beneficiary or his or her personal representative.

### **Agreements**

All agreements made by the Company must be signed by an executive officer. No agent may modify or waive any of the terms of the Plan. An amendment changing this Plan must be signed by an executive officer of the Company.

### **Incontestability**

There will be no contest of the Plan, except for failure to pay the premium, after it has been in force for 2 years from its date of issue.

There will be no contest of an Insured Person's coverage after it has been in force, during the lifetime of the Insured Person, for 2 years from the date coverage began.

### **Data Required**

The Policyholder will furnish all information and proofs which the Company may reasonably require with regard to the Plan.

### **Clerical Error**

Clerical error by the Policyholder will not end coverage or continue terminated coverage. In the event of such clerical error, a premium adjustment will be made. However, such adjustment will not be made beyond the preceding renewal date of the Plan.

### **Individual Certificates**

The Company, if required by law, will give the Policyholder a certificate for each Insured Person. The certificate will set forth:

- (1) the Insured Person's coverage;
- (2) to whom benefits will be paid; and
- (3) the rights and privileges under the Plan.

### **Claims Experience**

The Company shall provide promptly to the Policyholder a complete record of the Policyholder's claims experience incurred under the Policy. The Policyholder's request for this record must be made not less than thirty days prior to the date upon which premiums or contractual terms may be amended.

SECTION XI- THE EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974 (ERISA)  
STATEMENT OF RIGHTS AND INFORMATION

**How to File a Claim**

If you should suffer a loss covered by the Policy, either you or your beneficiary should contact the Plan Administrator to obtain claim forms. Read the instructions on these forms carefully. Be sure that all the questions are answered. Remember to include any required attachments when you return the completed forms. After your claim has been processed by Gerber Life Insurance Company or its designated claims administrator, you will be notified in writing if any additional information is required, or if any benefits are denied in whole or in part.

**Responsibilities of the ERISA Fiduciaries**

**1. The Plan Administrator**

The Plan Administrator administers the Plan.

**2. The Claims Administrator**

Gerber Life Insurance Company ("Gerber") is the claims administrator. Gerber may designate another entity to serve as claims administrator. Gerber and its designated claims administrator administer benefits in accordance with the terms of the Policy and the Plan. Gerber and its designated claims administrator have the full discretionary authority to interpret the terms and provisions of the Plan and the Policy, and to determine all questions relating to Plan benefits, including but not limited to eligibility for such benefits. Any interpretation or determination made by Gerber or its designated claims administrator pursuant to such discretionary authority shall be given full force and effect, and shall be conclusive and binding on all parties, unless it can be shown that the determination was arbitrary and capricious.

**Your Right to Appeal**

If you have any questions about a claim payment, call or write to: Gerber Life Insurance Company c/o A.C. Newman & Company, 7060 North Marks Avenue, Suite 108, Fresno, CA 93711-0269; Phone: (559) 252-2525; Fax: (559) 252-1515. A.C. Newman & Company ("Newman") is Gerber's designated claim administrator. If your claim has been denied in whole or in part and you do not agree and want to appeal, you must write, within 60 days, to Gerber at such address. Your appeal will be reviewed by Gerber or Newman, and a final decision will be made by a person different from the person who made the initial determination and such person will not be the original decision maker's subordinate. The party hearing the appeal (either Gerber or Newman) has full discretionary authority to interpret the terms and provisions of the Plan and the Policy and to determine eligibility for benefits. Any interpretation or determination made by such party pursuant to such discretionary authority shall be given full force and effect, and shall be conclusive and binding on all parties, unless it can be shown that the determination was arbitrary and capricious. You will be notified of the final decision within 60 days after the date of your appeal, unless there are special circumstances in which case you will be notified within 120 days.

**Name of Plan**

Business Travel Accident Insurance Plan for employees of Council on Social Work Education.

SECTION XI- THE EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974 (ERISA)  
STATEMENT OF RIGHTS AND INFORMATION (continued)

**Plan Administrator**

Council on Social Work Education  
1701 Duke Street, Suite 200  
Alexandria, Virginia 22314-3457

**Plan Sponsor**

Council on Social Work Education  
1701 Duke Street, Suite 200  
Alexandria, Virginia 22314-3457

**Plan Identification**

Employer Identification Number:  
Plan Number:

**Type of Administration**

Contract administration. All benefits provided by Policy Number BTA-123521 issued to the Plan Sponsor by Gerber Life Insurance Company. You may inspect the Plan and the annual report filed with the U.S. Department of Labor at the Corporate Office of Council on Social Work Education or your local personnel office. Upon written request, copies can be obtained at a reasonable cost.

**Funding**

All payments to support the Plan are made by Council on Social Work Education.

**End of Plan Year**

August 18<sup>th</sup>.

**Designated Agent for Service of Legal Process**

Legal process may be made upon the Plan Administrator at the address above.

**Your ERISA Rights**

As a participant in the Plan 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:

- 1) Examine, without charge, at the Plan Administrator's office and at other specified locations, such as worksites 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 Benefit Administration.
- 2) 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.

SECTION XI- THE EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974 (ERISA)  
STATEMENT OF RIGHTS AND INFORMATION (continued)

- 3) 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.

In addition to creating rights for Plan participants ERISA imposes duties upon the people who are responsible for the operation of the employee benefit Plan. 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 welfare benefit or exercising your rights under ERISA.

If your claim for a welfare 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 a 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 a 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 your claim is frivolous.

The right is reserved in the Plan for the Plan Sponsor to terminate, suspend, withdraw, amend or modify the Plan, covering any active employee, or current retiree or future retiree, in whole or in part at any time. Any such change or termination in benefits: (i) will be based solely on the decision of the Plan Sponsor; and (ii) may apply to all active employees, current retirees or future retirees, as either separate groups or as one group. This is subject to the applicable provisions of the Plan.

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, 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.

**Gerber Life Insurance Company  
1311 Mamaroneck Avenue  
White Plains, New York 10605**

**NOTICE OF PROTECTION PROVIDED BY VIRGINIA LIFE, ACCIDENT AND  
SICKNESS INSURANCE GUARANTY ASSOCIATION**

This notice provides a **brief summary** of the Virginia Life, Accident and Sickness Insurance Guaranty Association (“the Association”) and the protection it provides for policyholders. This safety net was created under Virginia law, which determines who and what is covered and the amounts of coverage.

The Association was established to provide protection in the unlikely event that a life, annuity or health insurance company licensed in the Commonwealth of Virginia becomes financially unable to meet its obligations and is taken over by its Insurance Department. If this should happen, the Association will typically arrange to continue coverage and pay claims, in accordance with Virginia law, with funding from assessments paid by other life and health insurance companies licensed in the Commonwealth of Virginia.

The basic protections provided by the Association are:

- Life Insurance
  - \$300,000 in death benefits
  - \$100,000 in cash surrender or withdrawal values
  
- Health Insurance
  - \$500,000 in hospital, medical and surgical insurance benefits
  - \$300,000 in disability income insurance benefits
  - \$300,000 in long-term care insurance benefits
  - \$100,000 in other types of health insurance benefits
  
- Annuities
  - \$250,000 in withdrawal and cash values

The maximum amount of protection for each individual, regardless of the number of policies or contracts, is \$350,000, except for hospital, medical and surgical insurance benefits, for which the limit is increased to \$500,000.

**Note: Certain policies and contracts may not be covered or fully covered.** For example, coverage does not extend to any portion(s) of a policy or contract that the insurer does not guarantee, such as certain investment additions to the account value of a variable life insurance policy or a variable annuity contract. There are also various residency requirements and other limitations under Virginia law.

To learn more about the above protections, please visit the Association's website at [www.valifega.org](http://www.valifega.org) or contact:

VIRGINIA LIFE, ACCIDENT AND SICKNESS  
INSURANCE GUARANTY ASSOCIATION  
c/o APM Management Services, Inc.  
8001 Franklin Farms Drive, Suite 235  
Henrico, Virginia 23229  
804-282-2240

STATE CORPORATION COMMISSION  
P.O. Box 1157  
Richmond, Virginia 23218  
804-371-9741  
Toll Free Virginia only: 1-800-552-7945  
<http://www.scc.virginia.gov/division/boi/index.htm>

**Insurance companies and agents are not allowed by Virginia law to use the existence of the Association or its coverage to encourage you to purchase any form of insurance. When selecting an insurance company, you should not rely on Association coverage. If there is any inconsistency between this notice and Virginia law, then Virginia law will control.**

**AMENDMENT**

**Newly Acquired Company**

Number 1 to Policy Number BTA-123521 (Herein called the Plan)

issued to **COUNCIL ON SOCIAL WORK EDUCATION**

The Plan is amended, as shown below, effective August 19, 2014

The Plan applies only to the Policyholder as constituted on the Effective Date of this Plan. Coverage will be extended to Insured Persons of newly acquired companies or corporations provided:

- (1) the Policyholder gives the Company:
  - (i) the name of any newly acquired company or corporation; and
  - (ii) all underwriting data requested to enable the Company to determine any additional premium required;
- (2) coverage for any newly acquired company or corporation will begin on the date acquired and will continue for 60 days:
- (3) coverage will end 60 days after the date a new company or corporation is acquired if:
  - (i) all requested underwriting data is not furnished; or
  - (ii) any additional premium is not paid. The Policyholder will remain liable for payment of premiums for the period coverage was available.

Payment of the premium for the coverage provided by the Plan, as amended, for coverage periods beginning on and after the effective date of this amendment will constitute acceptance of the terms of this amendment by the Policyholder.

This amendment will be attached to and form a part of the Plan. It will not alter or affect any of the terms of the Plan other than as stated above.

Dated this 20<sup>th</sup> day of August, 2014.

**GERBER LIFE INSURANCE COMPANY**



President

**AMENDMENT**

Number 2 to Policy Number BTA-123521 (Herein called the Plan)

issued to **COUNCIL ON SOCIAL WORK EDUCATION**

The Plan is amended, as shown below, effective August 19, 2014

Payment of loss for Benefits under this Policy shall only be made in full compliance with all United States of America economic or trade sanction laws or regulations, including, but not limited to, sanctions, laws and regulations administered and enforced by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC").

Payment of the premium for the coverage provided by the Plan, as amended, for coverage periods beginning on and after the effective date of this amendment will constitute acceptance of the terms of this amendment by the Policyholder.

This amendment will be attached to and form a part of the Plan. It will not alter or affect any of the terms of the Plan other than as stated above.

Dated this 20<sup>th</sup> day of August, 2014.

**GERBER LIFE INSURANCE COMPANY**

A handwritten signature in black ink, appearing to read "K. McReilly", with a long horizontal flourish extending to the right.

President



## **IMPORTANT NOTICE REGARDING THE OFFICE OF FOREIGN ASSETS CONTROL**

Your rights as a policyholder and payments to you, any insured or claimant, for loss under the policy may be affected by the administration and enforcement of U.S. economic embargoes and trade sanctions by the OFFICE OF FOREIGN ASSETS CONTROL (“OFAC”).

### **WHAT IS OFAC?**

OFAC is an office of the Department of the Treasury and acts under the presidential national emergency powers, as well as authority granted by specific legislation, to impose controls on transactions and freeze foreign assets under U.S. jurisdiction. OFAC administers and enforces economic embargoes and trade sanctions primarily against:

- Targeted foreign countries and their agents
- Terrorism sponsoring agencies and organizations
- International narcotics traffickers

### **PROHIBITED ACTIVITY**

- OFAC enforces certain embargoes and sanctions against certain designated countries. No U.S. business or persons may enter into certain transactions in or connected to such designated “sanctioned” countries.
- OFAC maintains a directory known as the “Specially Designated Nationals and Blocked Persons” (“SDNBP”) list. No U.S. business or person may transact business with any person or entity named on the SDNBP list.

Additional and more in-depth information on OFAC is available at the following website:  
<http://www.ustreas.gov/offices/eotffc/ofac>.

### **OBLIGATIONS PLACED ON US BY OFAC**

If we determine that you, any insured or claimant are on the SDNBP list or are connected to a sanctioned country as described in the regulations enforced by OFAC, we must block or “freeze” property and payment of any funds transfers or transactions and report all blocks to OFAC within ten (10) days.

### **POTENTIAL ACTIONS BY US**

1. We may immediately cancel your coverage effective on the day that we determine that we have transacted business with an individual or entity associated with your policy on the SDNBP list or connected to a sanctioned country as described in the regulations enforced by OFAC.
2. If we cancel your coverage, you will not receive a return premium unless approved by OFAC. All funds will be placed in an interest bearing blocked account established on the books of a U.S. financial institution.
3. We will not pay a claim, accept premium or exchange monies or assets of any kind to or with individuals, entities or companies (including a bank) on the SDNBP list or connected to a sanctioned country as described in the regulations enforced by OFAC. And, we will not defend or provide any other benefits under your policy to individuals, entities or companies on the SDNBP list or connected to a sanctioned country as described in the regulations enforced by OFAC.

### **YOUR RIGHTS AS A POLICYHOLDER**

If funds are blocked or frozen by us in conjunction with the OFFICE OF FOREIGN ASSETS CONTROL, you may complete an “APPLICATION FOR THE RELEASE OF BLOCKED FUNDS” and apply for a specific license to request their release. Forms are available for download at the OFAC website. See <http://www.treas.gov/offices/enforcement/ofac/forms/license.pdf>.