

**Accident Insurance Underwritten by:  
Federal Insurance Company,  
a Chubb Company  
202B Hall's Mill Road,  
Whitehouse Station, NJ 08889**

**Important Notice - Please Read this Description of Coverage Carefully**

As a handy reference guide, please read this document and keep it in a safe place with your other insurance documents. This summary of coverage is not a contract of insurance but is a summary of the principal provisions of the insurance while in effect. Complete policy provisions are contained in the Master Policy 9908-35-44 on file with the administrator. You may cancel the insurance described in this summary at any time. Mail this summary of coverage with your written request for cancellation to the Policy Administrator noted at the end of this summary.

**POLICY INFORMATION**

**POLICYHOLDER:** NGWA Association  
**GROUP POLICY NO.:** 9908-35-44

**Insured Persons - All Contractor Company Members or Supplier Company Members of the Policyholder primarily engaged in the business of groundwater-related construction or service and/or pump installation or service.**

| <u>Hazard</u>                 | <u>Principal Sum</u> |
|-------------------------------|----------------------|
| 24 Hour Business and Pleasure | \$50,000             |

**EFFECTIVE DATE OF INSURANCE** – Insurance becomes effective on the latest of: 1) the date on which a person first meets the eligibility criteria as an **Insured Person**, or 2) the beginning of the period for which required premium is paid for such **Insured Person**.

**DATE INSURANCE ENDS** - Insurance will end at the earliest of: 1) the date this policy ends; 2) the expiration of the period for which required premium has been paid for such **Insured Person**; 3) the date on which a person ceases to meet the eligibility criteria as an **Insured Person**; or 4) the date on which We pay out 100% of the **Principal Sum**.

**BENEFITS**

We will pay the applicable **Benefit Amount** if an **Accident** results in a covered **Loss** not otherwise excluded. The **Accident** must result from an insured **Hazard** and occur while the **Insured Person** is insured under this policy, while it is in force. The covered **Loss** must occur within one year after the **Accident**. **Insured Persons** are covered 24 hours a day, 365 days a year, while on business or pleasure.

**Accidental Death and Dismemberment Benefits:**

**100%** of the **Benefit Amount** is payable for **Accidental**: loss of life; loss of speech and loss of hearing; loss of speech and one of: loss of hand, foot or sight of one eye; loss of hearing and one of: loss of hand, foot or sight of one eye; loss of both hands, both feet, loss of sight or any combination thereof; **50%** of the **Benefit Amount** is payable for **Accidental**: loss of hand, foot or sight of one eye (any one of each); loss of speech or loss of hearing; and **25%** of the **Benefit Amount** is payable for **Accidental** loss of thumb and index finger of the same hand. If an **Insured Person** suffers multiple **Losses** as the result of one **Accident**, then We will only pay the single largest **Benefit Amount** applicable to all such **Losses**. **Loss** must occur within one (1) year after the **Accident**.

**Extensions of Insurance:**

**Disappearance** If an **Insured Person** has not been found within one (1) year of the disappearance, stranding, sinking, or wrecking of any **Conveyance** in which an **Insured Person** was an occupant at the time of the **Accident**, then it will be assumed, subject to all other terms and conditions of this policy, that an **Insured Person** has suffered **Loss of Life** insured under this policy. **Exposure** If an **Accident** resulting from an insured **Hazard** causes an **Insured Person** to be unavoidably exposed to the elements and as a result of such exposure an **Insured Person** has a **Loss**, then such **Loss** will be insured under this policy.

**Reduction of Benefit Amount:**

If an **Insured Person** is age 70 or older on the date of an **Accident** causing **Loss**, then the **Benefit Amount** payable will be reduced according to the following schedule.

| <u>Age on Date of Accident</u> | <u>Amount of Benefit Amount after Reduction:</u> |
|--------------------------------|--|
| 70-74                          | 65%  |
| 75-79                          | 45%  |
| 80-84                          | 30%  |
| 85 and Over                    | 15%  |

**EXCLUSIONS**

**Insurance does not apply to any Accident, Accidental Bodily Injury or Loss when the United States of America has imposed any trades sanctions prohibiting the insurance, or there is any other legal prohibition against providing the insurance. In addition, no benefits will be paid for any Accident, Accidental Bodily Injury or Loss caused by or resulting from any of the following:** 1) an **Insured Person** riding as a passenger in, entering, or exiting any aircraft while acting or training as a pilot or crew member (This exclusion does not apply to passengers who temporarily perform pilot or crew functions in a life threatening emergency); 2) emotional trauma, mental or physical illness, disease, normal pregnancy, normal childbirth or elective abortion, bacterial or viral infection, bodily malfunctions or medical or surgical treatment thereof, except infections which result from **Accidental Bodily Injuries**. This exclusion does not apply to Your bacterial infection caused by an **Accident** or by **Accidental** consumption of a substance contaminated by bacteria; 3) an **Insured Person's** commission or attempted commission of any illegal act including but not limited to any felony.; 4) **Loss** caused by or resulting from any occurrence while an **Insured Person** is incarcerated after conviction; 5) the **Insured Person** participating in parachute jumping from an aircraft. 6) an **Insured Person** participating in military action while in active military service with the armed forces of any country or established international authority. However, this exclusion does not apply to the first sixty (60) consecutive days of active military service with the armed forces of any country or established international authority. 7) an **Insured Person** traveling or flying on any aircraft engaged in **Specialized Aviation Activities**. 8) an **Insured Person's** suicide, attempted suicide or intentionally self-inflicted injury. 9) a declared or undeclared War.

**DEFINITIONS**

**Accident or Accidental** means a sudden, unforeseen, and unexpected event which: 1) happens by chance; 2) is independent of illness, disease or other bodily malfunction or medical or surgical treatment thereof; 3) occurs while the **Insured Person** is insured under the policy which is in force; and 4) is the direct cause of loss. **Accidental Bodily Injury** means bodily injury, which is: 1) **Accidental**; 2) the direct cause of a loss; and 3) occurs while an **Insured Person** is insured under this policy, which is in force. **Accidental Bodily Injury** does not include conditions caused by repetitive motion injuries, or cumulative trauma not a result of an **Accident**, including, but not limited to: 1) Osgood-Schlatter's Disease; 2) bursitis; 3) Chondromalacia; 4) shin splints; 5) stress fractures; 6) tendinitis; and 7) Carpal Tunnel Syndrome. **Benefit Amount** means the amount stated in the Schedule of Benefits of the policy which applies: 1) at the time of an **Accident**; 2) to an **Insured Person**; and 3) for an applicable **Hazard**. **Company** means FEDERAL INSURANCE COMPANY. **Conveyance** means any motorized craft, vehicle or mode of transportation licensed or registered by a governmental authority with competent jurisdiction. **Domestic Partner** means a person designated in writing at enrollment by You who: 1) is at least 18 years of age and competent to enter into a contract; 2) is not related to You by blood; 3) has exclusively lived with You for at least twelve (12) months prior to the date of enrollment; 4) is not legally married or separated; and 5) as of the date of enrollment, has with the Primary Insured Person at least two (2) of the following financial arrangements: a) a joint mortgage or lease; b) a joint bank account; c) joint title to or ownership of a motor vehicle or status as a joint lessee on a motor vehicle lease; or d) a joint credit card account with a financial institution. Neither You nor the **Domestic Partner** can be married to, nor be in a civil union

with anyone else. Moreover, the Georgia Commissioner of Insurance has recognized that insurance for Domestic Partners is allowable as set forth in Life and Health Directive 95-L&H-3(December 19, 1995), as amended. **Hazard** means the circumstances for which this insurance is provided as stated in Section III of the Schedule of Benefits and described in the **Hazard** section of this policy. **Immediate Family Member** means You: 1) **Spouse** or **Domestic Partner**; 2) children including adopted children or stepchildren; 3) legal guardians or wards; 4) siblings or siblings-in-law; 5) parents or parents-in-law; 6) grandparents or grandchildren; 7) aunts or uncles; 8) nieces and nephews. **Immediate Family Member** also means a **Spouse's** or **Domestic Partner's** children, including adopted children or stepchildren; legal guardians or wards; siblings or siblings-in-law; parents or parents-in-law; grandparents or grandchildren; aunts or uncles; nieces or nephews. **Insured Person** means a person, qualifying as a Class member under Section I of the Schedule of Benefits: who elects insurance; or for whom insurance is elected, and on whose behalf premium is paid. **Loss** means Accidental: Loss of Foot; Loss of Hand; Loss of Hearing; Loss of Life; Loss of Sight; Loss of Sight of One Eye; Loss of Speech; Loss of Thumb and Index Finger; Loss must occur within one (1) year after the Accident. **Loss of Foot** means the complete severance of a foot through or above the ankle joint. We will consider such severance a Loss of Foot even if the foot is later reattached. If the reattachment fails and amputation becomes necessary, then We will not pay an additional **Benefit Amount** for such amputation. **Loss of Hand** means complete severance, as determined by a **Physician**, of at least four (4) fingers at or above the metacarpal phalangeal joint on the same hand or at least three (3) fingers and the thumb on the same hand. We will consider such severance a Loss of Hand even if the hand, fingers or thumb are later reattached. If the reattachment fails and amputation becomes necessary, then We will not pay an additional **Benefit Amount** for such amputation. **Loss of Hearing** means permanent, irrecoverable and total deafness, as determined by a **Physician**, with an auditory threshold of more than 90 decibels in each ear. The deafness cannot be corrected by any aid or device, as determined by a **Physician**. **Loss of Life** means death, including clinical death, as determined by the local governing medical authority where such death occurs within 365 days after an Accident. **Loss of Sight** means permanent loss of vision. Remaining vision must be no better than 20/200 using a corrective aid or device, as determined by a **Physician**. **Loss of Sight of One Eye** means permanent loss of vision of one eye. Remaining vision in that eye must be no better than 20/200 using a corrective aid or device, as determined by a **Physician**. **Loss of Speech** means the permanent, irrecoverable and total loss of the capability of speech without the aid of mechanical devices, as determined by a **Physician**. **Loss of Thumb and Index Finger** means complete severance, through the metacarpal phalangeal joints, of the thumb and index finger of the same hand, as determined by a **Physician**. We will consider such severance a Loss of Thumb and Index Finger even if a thumb, an index finger or both are later reattached. If the reattachment fails and amputation becomes necessary, then We will not pay an additional **Benefit Amount** for such amputation. **Physician** means a licensed practitioner of the healing arts, acting within the scope of his or her license to the extent provided by the laws of the jurisdiction in which medical treatment is provided. **Physician** does not include: 1) You or your insured **Dependent** or 2) an **Immediate Family Member**. **Primary Insured Person** means the **Insured Person** who: has a direct relationship with the **Policyholder**; and where applicable elects insurance under this policy. **Principal Sum** means the amount of insurance that has been elected. **Proof of Loss** means written evidence acceptable to Us that an **Accident, Accidental Bodily Injury or Loss** has occurred. **Specialized Aviation Activity** means use of a properly certified aircraft for the following: acrobatic or stunt flying, exploration, racing, pipeline inspection, any endurance tests, power line inspection, any flight on a rocket propelled or rocket launched aircraft, livestock herding, bird flock management, crop dusting, aerial photography, crop seeding, banner towing, crop spraying, any test for experimental purpose or firefighting. **Specialized Aviation Activity** shall include any flight which requires a special permit or waiver from a governmental authority having jurisdiction over civil aviation, whether or not such permit or waiver is granted. **War** means: 1) hostilities following a formal declaration of War by a governmental authority; 2) in the absence of a formal declaration of War by a governmental authority armed, open and continuous hostilities between two countries; or 3) armed, open and continuous hostilities between two factions, each in control of territory, or claiming jurisdiction over the geographic area of hostility. **We, Us and Our** means FEDERAL INSURANCE COMPANY.

#### BENEFICIARY

The **Loss of Life** benefit will be paid to the beneficiary designated by You. If no such designation has been made, the benefit will be paid to the first surviving party in the following order: a) Your **Spouse** or **Domestic Partner**, b) in equal shares to Your children, c) in equal shares to Your parents, d) in equal shares to Your brothers and sisters, e) Your estate. All other benefits will be paid to You or Your designee, or unless otherwise noted.

#### Physical Examination and Autopsy

We have the right to have You examined by a **Physician** approved by Us, as often as reasonably necessary while a claim is open. We may also have an autopsy done by a **Physician**, unless prohibited by law. Any examinations or autopsies that We require will be done at Our expense.

#### CLAIM PROVISIONS

**Claim Notice:** Written Claim Notice must be given to Us or any of Our brokers or appointed agents within 20 days after the occurrence or commencement of any Loss covered by this policy or as soon as reasonably possible. Notice must include enough information to identify You and **Policyholder**. Failure to give Claim Notice within 20 days will not invalidate or reduce any otherwise valid claim if notice is given as soon as reasonably possible. **Claim Forms:** When We receive notice of a claim, We will send You or your designee, within 15 days, forms for giving **Proof of Loss** to Us. If the **Insured Person** or the **Insured Person's** designee does not receive the forms, then the **Insured Person** or an **Insured Person's** designee should send Us a written description of the Loss. This written description should include information detailing the occurrence, type and extent of the **Loss** for which the claim is made. **Claim Proof of Loss:** Complete **Proof of Loss** must be given to Us within 30 days after the date of **Loss**, or as soon as reasonably possible. Failure to give complete **Proof of Loss** within these time frames will not invalidate or reduce any otherwise valid claim if notice is given as soon as reasonably possible, and in no event later than one year after the deadline to submit complete **Proof of Loss**, except in cases where the claimant lacks legal capacity. **Claim Payment:** For benefits payable involving disability, We will pay the **Insured Person** the applicable **Benefit Amount** no less frequently than monthly during the period for which We are liable. All payments by Us are subject to receipt of complete **Proof of Loss**. For all benefits payable under this policy except those for disability, We will pay the **Insured Person** or beneficiary the applicable **Benefit Amount** within sixty (60) days after We receive complete **Proof of Loss** if the **Insured Person**, the **Policyholder** and beneficiary, where applicable, have complied with all the terms of this policy.

#### Governing Jurisdiction and Conformance With Statutes

The group policy under which you have elected coverage is governed by the laws of the jurisdiction in which it is delivered to the **Policyholder**. Any terms of this policy which are in conflict with the applicable statutes, laws or regulations of the jurisdiction in which you have elected coverage are amended to conform to such statutes, laws or regulations.

#### How To File a Claim

To File a Claim. To obtain a claim form contact the Claim Administrator, Broadspire, a Crawford Company. Complete all items on the required claim form, attach all appropriate documents, and mail or fax to: Broadspire, P.O. Box 459084, Sunrise, FL 33345, PHONE NUMBER 855-276-2410 Fax Number 855-830-3728

#### Policy Administrator

The Policy Administrator is International Marketing, Administration & Insurance Brokerage Corporation of Massachusetts, dba IMAC. PHONE NUMBER 781-963-2269.

**CHUBB®**

This information is a brief description of the important features of this insurance plan. It is not an insurance contract. Insurance benefits are underwritten by Federal Insurance Company. Coverage may not be available in all states or certain terms may be different where required by state law. Chubb NA is the U.S.-based operating division of the Chubb Group of Companies, headed by Chubb Ltd. (NYSE:CB) Insurance products and services are provided by Chubb Insurance underwriting companies and not by the parent company itself.