

Group Business Travel Accident Insurance Summary Plan Description

This Summary Plan Description describes business travel accident insurance coverage available under the Franklin & Marshall College Group Long-term Disability Insurance Plan (the business travel accident insurance benefit is described herein as the "Group Business Travel Accident Insurance Plan" or the "Plan"), as in effect January 1, 2007. This Summary Plan Description is required by The Employee Retirement Income Security Act (ERISA) of 1974, as amended. The purpose of this Summary Plan Description is to acquaint employees with the provisions of the Plan, the way in which it is administered, and participants' rights under the federal law which applies to employee benefit plans. This Summary Plan Description and the insurer's Group Insurance Policy (the "Group Policy") form the Plan Document. Every effort has been made to assure the accuracy of this Summary Plan Description. However, in the event of a discrepancy between this Summary Plan Description and the Group Policy, the Group Policy shall govern. A copy of the Group Policy can be obtained, at no cost, by contacting the Plan Administrator (via the Franklin & Marshall College Human Resources office). The Plan is established for the benefit of employees, their covered dependents, and their beneficiaries, and is administered impartially for the benefit of all eligible participants.

This Summary Plan Description and the Group Policy contain important details about the Plan, including eligibility requirements, coverage, exclusions, and limitations. Plan participants are strongly encouraged to carefully read this Summary Plan Description and the Group Policy.

Facts About the Plan

Plan Name: Franklin & Marshall College Group Long-term Disability Insurance Plan (the "Group Business Travel Accident Insurance Plan")

Plan Number: 503 - Plan 503 also includes the Franklin & Marshall College Group Long-term Disability Insurance Plan and the Employee Assistance Program, which are each described in separate Summary Plan Descriptions.

Name, Address, and Telephone Number of Employer/Sponsor: Franklin & Marshall College ("the College"), Lancaster, PA 17604-3003, (717) 291-3995. Employer shall also include the James Street Improvement District.

Named Fiduciary: Franklin & Marshall College, Lancaster, PA 17604-3003.

Plan Sponsor's Employer Identification Number: 23-1352635

Plan Year: July 1 through June 30

Type of Plan: Welfare Plan (Business Travel Accident Insurance)

Plan Administrator: Franklin & Marshall College, P.O. Box 3003, Lancaster, PA, 17604

Plan Benefits Provided By: Federal Insurance Company, Chubb Group of Insurance Companies, 15 Mountain View Road, Warren, NJ, 07061-1615

The insurer determines eligibility for coverage and benefits through the Group Policy, and reviews and pays eligible claims.

Agent for Service of Legal Process: Director, Human Resources, Franklin & Marshall College, P.O. Box 3003, Lancaster, PA 17604

Funding: Premiums for group business travel accident insurance are paid by Franklin & Marshall College, through general employer assets.

Plan Benefits

Benefits are provided as described in the insurer's Group Policy. A copy of the Group Policy, including the Schedule of Benefits, is available to any Covered Employee, dependent, or beneficiary, at no cost, from Franklin & Marshall College, Human Resources, P.O. Box 3003, Lancaster, PA 17604-3003, (717) 291-3995. The Group Policy includes important definitions, as well as details about benefits, including coverage levels, exclusions and limitations, and claims procedures. **Covered Employees are strongly encouraged to read the Group Policy and this Summary Plan Description.**

Business Travel Accident Insurance Coverage

The Group Business Travel Accident Insurance Plan provides coverage, subject to provisions in the Group Policy, to eligible College employees while traveling for pre-authorized College business. Coverage is not provided for death or loss which occurs while a College employee is commuting to and from the work location.

Definitions

"Accident" means a sudden, unforeseen, and unexpected event which is: independent of illness or bodily malfunction; occurs while the employee is insured under the Group Policy; and is the direct cause of loss.

"Actively Employed" means the employee is performing the material and substantial duties of his/her regular occupation for the College, for compensation.

"Business Travel" means traveling on assignment at the authorization or direction of the Policyholder (Franklin & Marshall College); away from the primary place of employment; on the Policyholder's business; and for periods of 180 days or less. Coverage begins at the start of Business Travel, whether the point of origin is from the Covered Employee's residence or regular place of employment, whichever occurs last. Coverage ends immediately upon return to the Covered Employee's residence or place of employment, whichever occurs first.

"Covered Employee" means a College employee eligible for coverage through this Plan, as described below.

"Loss" means an accidental bodily injury.

Accidental Death & Loss Benefits

If a full-time College employee in coverage class 1 as described below dies as the result of a covered Accident which occurs during pre-authorized Business Travel, the insurer will provide a benefit to the employee's beneficiary of two hundred, fifty thousand dollars (\$250,000).

If a part-time College employee in coverage class 2 as described below dies as the result of a covered Accident which occurs during pre-authorized Business Travel, the insurer will provide a benefit to the employee's beneficiary of fifty thousand dollars (\$50,000).

The insurer will provide benefits to employees in classes 1 and 2 for partial, covered losses, as defined in the Group Policy, which occur due to covered Accidents during pre-authorized Business Travel. Such covered partial loss must occur within one (1) year of the Accident, and are subject to the Maximum Benefit Amount as described below.

Accidental Loss Of

Percent of Loss of Life Benefit Amount

(expressed as a percentage of \$250,000 for full-time employees in class 1, and \$50,000 for part-time employees in class 2)

Life	100% (\$250,000 for full-time employees in class 1 and \$50,000 for part-time employees in class 2)
Speech and Hearing	100%
Speech and one of: Hand, Foot, or Sight of One Eye	100%
Hearing and one of: Hand, Foot, or Sight of One Eye	100%
Both Hands, Both Feet, or Sight of Both Eyes, or a combination of any two of Hand, a Foot, or Sight of One Eye	100%
One Hand or One Foot or Sight of One Eye	50%
Speech or Hearing	50%
Thumb and Index Finger of the Same Hand	25%

Maximum Benefit Amount

If a Covered Employee suffers multiple losses as the result of one covered Accident, the insurer will pay only the single largest benefit amount applicable to the losses suffered, as described in the Group Policy.

The maximum benefit payable per covered Accident is \$1,500,000. The insurer will not pay more than the maximum amount when more than one insured individual is injured in the same covered Accident. If an Accident results in benefit amounts becoming payable and which exceed the applicable maximum benefit amount, the maximum amount will be divided proportionally among the eligible insured individuals based on each applicable benefit amount, per provisions in the Group Policy.

Exclusions

Benefits are **not** payable in some circumstances as outlined in the Group Policy, including but not limited to the following:

- this insurance coverage does not apply to an accident which occurs while an employee is in, entering, or exiting an aircraft owned, leased, or operated by the Policyholder, an employee of the Policyholder, or on behalf of the Policyholder, and does not apply to loss which occurs while traveling in an aircraft engaged in specialized aviation activities as defined in the Group Policy;
- this insurance coverage does not apply to loss which is caused, directly or indirectly, by or results from an employee's emotional trauma, mental or physical illness, disease, pregnancy, childbirth or miscarriage, infection, or bodily malfunction;
- this insurance coverage does not apply to self-inflicted injury;
- coverage does not apply to any loss caused by or resulting from any occurrence while an injured person is incarcerated after conviction;
- the Group Policy does not cover loss due to repetitive motion injuries or cumulative trauma;
- coverage is not provided through the Group Policy for death or loss which occurs while a College employee is commuting to and from the work location;
- this insurance coverage does not apply to loss caused by or resulting from war or active military service.

Eligibility and Enrollment

The following classes are eligible for coverage through this Group Business Travel Accident Insurance Plan:

Coverage Class 1:

- Actively Employed, full-time faculty and professional staff employees: Franklin & Marshall College employees who are scheduled to work at least 30 hours per week for wages on a regular basis, including visiting, tenured, non-tenured, and tenure-track faculty; full-time employees of the James Street Improvement District; the

current, actively employed Spectrometer Technician; the Program Director, Campus Central; and full-time employees of the Centennial Conference and Higher Education Data Sharing Consortium who: (1) are regularly scheduled to work on the Franklin & Marshall College campus and (2) are paid through the College's payroll system, as long as otherwise eligible

- Actively Employed, full-time faculty and professional staff employees who are scheduled to work at least 30 hours per week for wages on an approved 9, 10, or 11 month per year appointment
- Actively Employed faculty on an approved joint appointment: one full-time position shared by two College faculty members each working at least 1040 hours annually
- Actively Employed, full-time faculty working a reduced schedule under an approved Phased Retirement Agreement

Coverage Class 2:

- Actively Employed, part-time College faculty and professional staff: Franklin & Marshall College employees who are appointed to positions classified as "part-time" (generally scheduled to work less than 1,000 hours per employment year and/or less than an average of 30 hours per week for wages), including employees of the Centennial Conference and the Higher Education Data Sharing Consortium who: (1) are regularly scheduled to work on the Franklin & Marshall College campus and (2) are paid through the College's payroll system, as long as otherwise eligible

Independent contractors, contracted employees, employees on leave of absence or inactive work status, students, and student employees, those who volunteer their services to the College without compensation, and retired College employees are not eligible for coverage through the Plan.

Enrollment

College employees are eligible for business travel accident insurance coverage effective the first day of appointment to a position in an eligible class. Coverage begins at the start of pre-authorized Business Travel as described in the Group Policy. Employees are not required to complete an enrollment or election form.

Election of a Beneficiary

An employee who is a member of an eligible class as described above may designate, in writing, a beneficiary(ies) for the business travel accident benefit. Such written designation must be provided to the Plan Administrator (via the Franklin & Marshall College Human Resources office), in a form acceptable to the Plan Administrator. If no written designation is provided to the Plan Administrator, in the event a benefit is payable, it will be payable to the beneficiary(ies) the employee has designated through the College's Group Life Insurance Plan. If the employee has not designated a

beneficiary through the College's Group Life Insurance Plan, the benefit will be paid to the employee's estate.

Applying for Benefits

If a Covered Employee dies due to a covered Accident while engaged in Business Travel on behalf of the College and a benefit under this Plan is payable per the Group Policy, the Plan Administrator will notify the insurer. The deceased employee's beneficiary or representative may be required to provide the Plan Administrator and/or insurer a death certificate before benefits are provided.

If a Covered Employee suffers a bodily loss due to a covered Accident while engaged in Business Travel on behalf of the College and a benefit under this Plan is payable per the Group Policy, the employee or his/her designee must notify the Plan Administrator (via the Human Resources office). The Plan Administrator will then notify the insurer. Notice must be provided to the Plan Administrator, and in turn, the insurer, within twenty (20) days of the loss, or as soon as reasonably possible. The insurer may require the injured employee to provide written proof of loss.

The insurer reserves the right to have the injured or deceased employee examined by a physician approved by the insurer while a claim is pending, including having an autopsy performed unless prohibited by law.

Termination of Coverage

Group business travel accident insurance coverage under this Plan will be discontinued as of the last actual working day prior to:

- 1) termination of employment or transfer to inactive employment status,
- 2) commencement of a leave of absence,
- 3) a transfer to an ineligible class, or
- 4) any other change in status that leads to loss of eligibility under the Group Policy.

Coverage will also end if Franklin & Marshall College fails to pay the required premium or terminates the Plan.

Benefit Denials and Claims Procedures

Benefit Denials-- The Plan's procedures for filing claims, making benefit determinations, and reviewing appeals of denied claims are available to Plan participants and beneficiaries, at no cost. Such information is provided within the Group Policy, available upon request, and at no cost, from the Plan Administrator or the insurance carrier. Plan participants must follow the procedures described in the Group Policy to appeal denial of a claim for benefits.

Adverse Eligibility / Coverage Determinations-- The Plan Administrator shall have the responsibility and authority, in its sole discretion, to decide eligibility for coverage through this Plan. If the Administrator denies a claim for coverage through this Plan, the Administrator promptly and in writing shall notify the individual of such denial. The notification of denial will be made not later than within thirty (30) days of receipt of the individual's claim. This 30 day period may be extended for an additional 15 days due to circumstances beyond the control of the Plan Administrator, including cases in which a claim is incomplete. The individual will receive written notice of any such extension, including the reason for the extension and the date by which a decision by the Administrator can be expected. The Plan Administrator may secure independent information or other advice and require such other evidence as deemed necessary to decide a claim. A written notice of adverse benefit determination will be provided to the individual, and will include: (1) the specific reason(s) for the denial of benefits, (2) the specific Plan provision on which the denial is based, (3) a description of any additional material or information necessary for the individual to complete a claim and an explanation of why such information is necessary, and (4) an explanation of the right of appeal and the process to appeal the adverse benefit determination, including an explanation of the individual's right to review relevant documents and information, and his/her right to file suit under the Employee Retirement Income Security Act (ERISA) with respect to any adverse determination after appeal of a claim.

If a claim is denied in whole or in part, the individual may appeal to the Plan Administrator for review of the claim. The appeal must be made within one hundred, eighty (180) days of the Plan Administrator's initial notice of adverse benefit determination. If the appeal is not made within 180 days, the individual will lose his/her right to appeal and to file suit in court. The individual's written appeal should state the reasons that he/she believes the claim should not have been denied. It should include any relevant facts and/or documents to support the claim. The individual may ask additional questions of the Plan Administrator, make written comments, and may review (on request and at no charge) documents and other information relevant to the appeal. The Plan Administrator will review and decide the individual's appeal within a reasonable time and, within sixty (60) days after receiving the written appeal, shall render, in writing, a decision. The individual who reviews and decides the appeal will not be the same individual who originally denied the claim for benefits, or that individual's subordinate. The Plan Administrator may require additional relevant information to decide the claim. If the decision on appeal affirms the initial denial of the individual's claim for benefits under the Plan, he/she will be furnished with a notice of adverse benefit determination on review, which includes the following: (1) the specific reason(s) for the denial, (2) the specific Plan provision(s) on which the denial is based, (3) a statement of the individual's right to review (on request and at no charge) relevant documents and other information, (4) a description of any internal rule, guideline, or protocol, if applicable, used to make the benefit determination and a statement that such rule, guideline, or protocol will be provided to the claimant upon request at no charge, and (5) a statement of the individual's right to bring suit under ERISA.

Claims and appeals of adverse benefit determinations are to be addressed to Human Resources, Franklin & Marshall College, P.O. Box 3003, Lancaster, PA 17604-3003.

Plan Amendment, Modification, and Termination

This Plan may be amended or terminated by Franklin & Marshall College at any time. The Group Policy which provides benefits for this Plan may be amended or terminated by the Policyholder (Franklin & Marshall College) at any time with prior written notice to the insurer. Termination will also occur if the Policyholder fails to pay the required premiums. The insurer may terminate the Group Policy on any premium due date if the number of persons insured is less than the required minimum, or if the insurer believes the Policyholder has failed to carry out its obligations relating to the group contract. No consent of any participant or beneficiary is required to terminate, modify, amend, or change the Plan.

Statement of ERISA Rights

Participants in the Plan are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974, as amended (ERISA). ERISA provides that all Plan participants are entitled to the following rights:

Receive information about the Plan and benefits-- Examine, without charge, at the Plan Administrator's office and at other specified locations, all documents governing the Plan (including, if applicable, insurance contracts and collective bargaining agreements), and a copy of the latest annual report (Form 5500 Series) filed by the Plan, if the Plan is required to do so, with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration. Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Plan, (including, if applicable, insurance contracts and collective bargaining agreements), and copies of the latest annual report (Form 5500 Series), if the Plan is required to file such form, and updated Summary Plan Description. The Plan Administrator may make a reasonable charge for the copies.

Receive a summary of the Plan's annual financial report, if the Plan is required to prepare such a report-- The Plan Administrator is required by law to furnish each participant with a copy of any summary annual report.

Prudent action by Plan Fiduciaries-- In addition to creating rights for Plan participants, ERISA imposes duties upon the people who are responsible for the operation of an employee benefit plan. The people who operate this 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 or any other person, may terminate your employment or otherwise discriminate against you in any way to prevent you from obtaining a welfare benefit or exercising your rights under ERISA.

Enforce your rights-- If a 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 participants can take to enforce the above rights. For instance, if you request a copy of the Plan documents or the latest annual report (if applicable) 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 Plan 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.

Assistance with Questions

If you have any questions about the Plan, you should contact the Plan Administrator, via Franklin & Marshall College's Human Resources department. 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.

In no case will a Plan participant, or anyone acting on a participant's behalf, be entitled to challenge a decision of the Plan Administrator in court or in any other administrative proceeding unless and until the claim and appeal procedures described in this Summary Plan Description and the Group Policy have been complied with and exhausted.