

# Business Travel Accident Insurance Plan

Lowe's provides automatic travel accident insurance through arrangements with Gerber Life Insurance Company and A.C. Newman & Company, at no cost to eligible employees and other covered individuals. The Lowe's Business Travel Accident Insurance Plan provides an additional insurance benefit should your death occur as a result of an accident while traveling on business for Lowe's.

The following sections summarize the Business Travel Accident Insurance Plan. Please review these provisions and retain this booklet for future reference. Key terms used in this text are specifically defined at the back of this section.

## Definition of Business Travel

Business travel means travel by any covered individual or covered employee of Lowe's anywhere in the world while on assignment by or at the direction of Lowe's for the purpose of furthering the business of Lowe's. Such travel shall begin when the covered individual leaves his/her residence or place of regular employment for the purpose of going on such trips, whichever occurs last, and shall continue until such time as he/she returns to his/her residence or place of regular employment, whichever occurs first. If a covered individual or covered employee travels to a location away from his/her regular place of employment and remains at that location for more than 90 days, that location shall be deemed a change in his/her place of regular employment.

**NOTE:** The Business Travel Accident Plan applies to employees domiciled in the United States, Canada, China, India, and Mexico. Active full-time installers and delivery drivers are also covered while performing their normal occupational duties whether on the premises of Lowe's, at any job site or location, or during any business trip.

## Benefit Cost

Lowe's pays the full cost of the Business Travel Plan. There is no cost to the employee.

## Effective Date of Coverage

Coverage is effective immediately for any individual meeting the eligibility requirements.

## Schedule of Benefits

Corporate officers (vice presidents and above) and members of Lowe's board of directors are covered for a benefit amount equal to \$500,000. Spouses or domestic partners of corporate officers and directors are covered for a benefit amount of \$100,000, and their dependent children or their domestic partner's children are covered for \$25,000 each.

Regular full-time employees with annual salaries of \$25,000 or more are covered for a benefit amount equal to the greater of \$100,000 or three times base annual earnings. The benefit may not exceed \$300,000.

Regular full-time employees with annual salaries up to \$24,999 are covered for a benefit amount equal to the greater of \$50,000 or three times Base Annual Earnings. The benefit may not exceed \$75,000.

Individuals considered Guests of Lowe's as defined by the Business Travel Accident Insurance Plan policy documents are covered for a benefit amount of \$100,000.

In the event a benefit is payable, the spouse of the covered individual is automatically the beneficiary. If there is no spouse or domestic partner, the covered individual's estate is the beneficiary. No beneficiary designation by the covered individual is allowed under this Business Travel Accident Insurance Plan.

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.

***Accidental Loss of Life, Limb (Including Loss of Use), Sight, Speech, or Hearing Benefit***

Benefits are paid for bodily injuries resulting in dismemberment, loss of use, or loss of sight, speech, or hearing:

- Caused by an accident that happens while a person is covered by the policy, and
- 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.

If, within 365 days from the date of an accident covered by the policy, bodily injuries result in any of the following losses, the benefit amount opposite such loss in the schedule below will be paid. If the insured person sustains more than one loss as the result of any one accident, the maximum amount paid will be the principal sum. In addition, if any plan enhancements are payable as a result of an injury, payment of enhancements plus any other benefits payable as a result of the same accident are payable in addition to the principal sum available under the Business Travel Accident Insurance Plan.

NOTE: Benefits Schedule for Covered Employees/Spouses.

<b>LOSS</b>	<b>BENEFIT AMOUNT</b>
Life	Principal sum
Both hands or both feet or sight of both eyes	Principal sum
One hand and one foot	Principal sum
One hand or one foot	Principal sum
Speech and hearing of both ears	Principal sum

One hand or one foot	50% of principal sum
Speech or hearing of both ears	50% of principal sum
Sight in one eye	50% of principal sum
Thumb and index finger of the same hand	25% of principal sum
Hearing in one ear	25% of principal sum
Use of four limbs	Principal sum
Use of three limbs	Principal sum
Use of two limbs	Principal sum
Use of one limb	50% of principal sum
Maximum – All Losses – Any One Accident	100% of principal sum

## **Plan Enhancements**

### ***Assist America Benefit***

Under the Business Travel Accident Insurance Plan, worldwide emergency assistance is available for traveling employees and their families when traveling on company business in the event of an unexpected medical emergency.

See the last page of this section for an important identification card. You'll want to "clip" the card from this book, and carry it with you when traveling on business for Lowe's.

### ***Surgical Reattachment Benefit***

A benefit is paid for the reasonable medical expenses required to surgically reattach a severed arm, leg, hand, or foot due to an injury:

- Caused by an accident that happens while a person is covered by the policy,
- 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.
- Severance occurs within 3 days after 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.

<b>Loss</b>	<b>BENEFIT AMOUNT</b>
Both legs or both arms	25% of principal sum
Both Hands or both feet	25% of principal sum
One arm and one leg	25% of principal sum
One hand and one foot	25% of principal sum
Either leg or arm	15% of principal sum
Either hand or foot	15% of principal sum
Thumb and index finger of same hand	5% of principal sum
Maximum – All Losses – Any One Accident	25% of 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.

***Coma Benefit***

A benefit is paid for bodily injuries resulting in the insured person being in a coma:

- Caused by an accident that happens while a person is covered by the policy,
- Begins within 31 days after the date of the accident,
- Lasts for at least 31 consecutive days, and
- Resulting from an 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.

The benefit will be equal to 1% of the Principal Sum, subject to a minimum of \$150 and a maximum of \$1,000 per month; and paid for 12 months, or until the comatose condition ceases, whichever occurs first.

Coma is defined as being in a state of complete mental unconsciousness without response to stimulation.

### ***Exposure and Disappearance Benefit***

Benefits will be provided if an injury is sustained by a covered individual who is unavoidably exposed to the elements following the disappearance, forced landing, stranding, sinking or wrecking of a vehicle. Exposure will be deemed an accidental bodily injury.

Benefits will be provided due to 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, if an injury is sustained by a covered individual.

For all covered individuals named in the Business Travel Accident Insurance Plan policy documents, a benefit is payable for certain hazards that result in a loss:

- While riding as a passenger, including getting into or out of aircraft owned by Lowe's; or
- As a result of being struck by Lowe's aircraft.

### ***Seat Belt and Air Bag Benefit***

If a covered individual suffers loss of life or injury as a result of an automobile accident, the covered individual's beneficiary may receive a seat belt benefit of 10% of the covered individual's benefit under the Business Travel Accident Insurance Plan. The maximum seat belt benefit payable is \$25,000, and the minimum benefit payable is \$500. A seat belt benefit is payable only if:

- The covered person was operating or riding in a private passenger car;
- The private passenger car is equipped with seat belt(s);
- The seat belt(s) were in actual use and properly fastened\* at the time of the covered accident; and
- The position(s) of the seat belt(s) are certified in the official report of the covered accident, or by the investigating officer.

\*An automatic harness seat belt is not considered fastened unless a lap belt is also used.

A copy of the police accident report must be submitted with the claim. If the report indicates that the covered individual was not wearing a seat belt or was not wearing a seat belt correctly, no seat belt benefit will be paid. In addition, no benefit will be paid if the operator of the automobile was under the influence of alcohol or drugs.

An additional air bag benefit (benefit maximum is \$5,000 and benefit minimum is \$250) will be paid for loss of life if:

- The private passenger car is equipped with a properly functioning original factory installed air bag that deploys on impact for the seat occupied by the covered individual;

- The seat belt(s) are in actual use and properly fastened at the time of the covered accident;
- In addition, no benefit will be paid if the operator of the automobile was under the influence of alcohol or drugs.

***Benefit for War Risk***

Benefits are payable for losses sustained due to injury caused by, or that is the direct result of, a war or act of war. The war can be either declared or undeclared. However, benefits are NOT payable for a war or act of war that occurs in Afghanistan, Chechnya, Democratic Republic of Congo, Iran, Iraq, Israel, Libya, Pakistan, Somalia, Syria, Yemen, the covered individual's country of domicile, or within the United States, including the District of Columbia.

This benefit may be revised to reflect a change in the war risk exposure, or if Lowe's requests to end the benefit. No claim for a loss that occurs before the date that the policy is revised will be affected by such a revision.

***Hazard Benefit***

A benefit is payable for a loss that is the result of certain hazards that arise out of and occur while the covered individual is traveling on a required business trip away from Lowe's place of business where he/she is permanently assigned to work. Coverage will begin from the actual start of a planned trip and ends on the earliest of the covered individual's return to his/her work or home, or if he/she undertakes a personal deviation. The covered individual may leave from his/her place of work or home to start the planned trip.

Air travel coverage is limited under this benefit. It only applies while the covered individual is riding as a passenger on a civilian aircraft. The civilian aircraft cannot be owned or operated by the covered individual. The aircraft must:

- Be operated by a duly licensed pilot;
- Have a current unrestricted airworthiness certificate; and
- Not be used to fight fires, inspect pipelines, inspect power lines, take aerial photos, or explore.

Commuting travel is NOT covered under this benefit.

No benefits will be paid for death, disability, or other losses caused directly or indirectly from the use of Lowe's-owned aircraft for:

- Fighting fires, inspecting pipelines or power lines, taking aerial photos, or exploring.

If you are a pilot for Lowe's, your hazard benefit may differ from the benefit described above. Please contact A.C. Newman & Company or the Lowe's Group Benefits Department for more information regarding your benefits.

## **Aggregate Liability Limit**

Gerber Life Insurance Company will not pay more than \$20,000,000 as a result of any one accident. If the total amount claimed by all covered individuals due to the same accident is more than this aggregate limit of liability, Gerber Life Insurance Company will pay covered individuals as follows:

- The aggregate limit of liability will be divided by the total amount claimed by all covered individuals; and
- The amount calculated in Step 1 will be multiplied by the amount claimed by each covered individual.
- Each covered individual who has followed the required claims procedures for the Business Travel Accident Insurance Plan will receive the lesser of the amount calculated in Step 2 or the covered individual's coverage amount.

## **Exclusions**

No benefits will be paid for loss caused by or resulting from:

- Suicide or intentionally self-inflicted injury, whether sane or not (in Missouri, while sane);
- Bacterial infections, except those which occur with a cut or wound at the time of accident;
- Any kind of disease;
- Medical or surgical treatment (except surgical treatment required by the accident);
- War or any act of war occurring in Afghanistan, Chechnya, Democratic Republic of Congo, Iran, Iraq, Israel, Libya, Pakistan, Somalia, Syria, Yemen, the covered individual's country of domicile, or within the United States, including the District of Columbia.
- 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 of Reserve duty for less than 30 days;

## **Filing Claims**

Should it become necessary to file for benefits under the Business Travel Accident Insurance Plan, Lowe's will initiate the claim for you or your beneficiary. Written notice of the claim will be submitted by the Lowe's Group Benefits Department to A.C. Newman & Company. Lowe's will coordinate with you or your beneficiary for the completion of claim forms usually furnished by A.C. Newman & Company for filing proof of loss.

## **Non-Portability**

Your coverage under the Business Travel Accident Plan will end at the termination of your employment with Lowe's, including retirement, or due to a change in employment classification affecting eligibility.

**Coverage under the Business Travel Accident Insurance Plan is not portable.**

## **Definitions**

**Base Annual Earnings:** For hourly and salaried employees, the gross annual income in effect just prior to the date of loss. It includes your total income before taxes. It is prior to any deductions made for pretax contributions to a qualified deferred compensation plan, Section 125 plan, or Flexible Spending Account. It does not include income received from commissions, bonuses, overtime pay, any other extra compensation, incentive compensation (such as stock options or grants), or income received from sources other than Lowe's.

**Guest of Lowe's:** A non-employee who has a business connection with Lowe's and has been invited at the expense of Lowe's to travel for the purposes of furthering the business of Lowe's.

**Loss:** The complete, total, and irrecoverable:

- Loss of use of a limb (an arm or leg) at or above the elbow or knee;
- Loss of use of a hand at or above the wrist;
- Loss of use of a foot at or above the ankle joint;
- Loss of use of thumb and index finger of same hand at or above the knuckles;
- Loss of speech;
- Loss of sight of an eye; and
- Loss of hearing.

## ***Worldwide Travel Assistance Services***

The help you need is just a phone call away for business travel accident customers. Assist America Worldwide travel assistance services are provided through Assist America, the leader in assistance programs.

A.C. Newman & Company is committed to providing solutions to the real-life challenges of working in today's global environment, and is pleased to offer travel assistance services through our business travel accident insurance coverage.

When traveling on business, whether in a foreign land or just 100 miles away from home, you can count on getting the help you need in the event of a medical emergency.

Assist America provides:

- Medical Consultation
- Evaluation and Referral
- Hospital Admission Guarantees

- Emergency Medical Evacuation
- Critical Care Monitoring
- Medically Supervised Repatriation
- Prescription Assistance
- Emergency Message Transmission
- Transportation to Join Patient
- Care for Minor Children
- Return of Mortal Remains
- Emergency Trauma Counseling
- Lost Luggage or Document Assistance
- Interpreter and Legal Referrals
- Pre-Trip Information

There is not a dollar limit on any part of Assist America services.

For questions regarding the travel assistance program, contact:

A.C. Newman & Company  
7060 North Marks Avenue, Suite 108  
Fresno, CA 93711  
1-559-252-2525  
[www.acnewman.com](http://www.acnewman.com)

***Travel protection you can count on***

Carry your card with you at all times when traveling. Refer to the card for the access and reference numbers you will need should you require assistance. Be prepared to provide your personal information, condition, your insuring company's name, and pertinent treating physician and hospital information.

Travel Assistance services are provided by Assist America. The services are subject to availability and may be withdrawn by A.C. Newman & Company without prior notice. Assist America, Inc. can be contacted at:

202 Carnegie Center, Suite 302A  
Princeton, NJ 08540

1-609-921-0868  
[www.assistamerica.com](http://www.assistamerica.com)

## Travel Assistance Card

 PLEASE DETACH CARD AND CARRY WITH YOU AT ALL TIMES.

<b>assist america®</b> GLOBAL EMERGENCY SERVICES	
<b>Reference Number 01-AA-ACN-06048</b>	<b>Attention:</b> This card is not a medical insurance card. All services must be provided by Assist America. No claims for reimbursement will be accepted. The holder of this card is a member of Assist America and is entitled to its medical and personal services.
<b>Name:</b> _____	
If you require medical assistance and are more than 100 miles from your permanent residence, or in another country, call Assist America's Operations Center at:	
1-800-872-1414 (within USA)	
+1-609-986-1234 (outside USA)	
Or e-mail at: <a href="mailto:medservices@assistamerica.com">medservices@assistamerica.com</a>	<b>ACNEWMAN &amp; CO.</b> <small>Group Insurance Specialists since 1974</small>

<b>Please provide the following information when you call:</b>
<ul style="list-style-type: none"><li>• Your name, telephone number and relationship to the patient</li><li>• Patient's name, age, gender, reference number and employer</li><li>• Name, location and telephone number of hospital or treating doctor if applicable</li></ul>

Cut out the following card (there are 2 pieces). Fold it in half down the middle, and carry it with you.