The Group Personal Excess Liability Insurance Plan

The JPMorgan Chase Group Personal Excess Liability Insurance Plan provides eligible employees with additional liability insurance protection beyond what’s covered by underlying insurance (such as homeowners, renters, etc.)

This section of the Guide will provide you with a better understanding of how coverage under the Group Personal Excess Liability Insurance Plan works, including how and when benefits are paid. The claims administrator is Arthur J. Gallagher Risk Management Services, and plan benefits are provided through insurance offered by The Chubb Insurance Company.

Questions?

For live help through a customer service representative, call the Personal Excess Liability Plan’s Claims Administrator:

**Arthur J. Gallagher Risk Management Services**

1-866-631-4630

Representatives are available from 9 a.m. to 5 p.m., Eastern Time, Monday through Friday.

For questions about enrollment and eligibility, contact the **Benefits Call Center**:

- 1-877-JPMChase (1-877-576-2427)
- **Quick Path**: Enter your Standard ID or Social Security number; press 1; enter your PIN; press 1.

If calling from outside the United States:

- 1-212-552-5100 (GDP# 352-5100)

Service Representatives are available Monday through Friday, from 8 a.m. to 7 p.m. Eastern Time, except certain U.S. holidays.

You can also obtain answers to your questions 24 hours a day, seven days a week online at **My Health**. **My Health** provides one-stop access to your benefits information. Simply use your Single Sign-On password to access the Benefits Web Center from **My Health**. Go to **My Health** > Other Benefits > Benefits Web Center.

**From work**: **My Health** from the intranet

**From home**: myhealth.jpmorganchase.com (also available for your covered spouse/domestic partner)

Update: Your Guide to Benefits at JPMorgan Chase

This document is your summary plan description of the Group Personal Excess Liability Insurance Plan. Please retain this information for your records. This document also constitutes the plan document for the Group Personal Excess Liability Insurance Plan.

This document does not include all of the details contained in the applicable insurance contracts. If there is a discrepancy between the applicable insurance contracts and this document, the insurance contracts will control.
The JPMorgan Chase U.S. Benefits Program is available to most employees on a U.S. payroll who are regularly scheduled to work 20 hours or more a week and who are employed by JPMorgan Chase & Co. or one of its subsidiaries to the extent that such subsidiary has adopted the JPMorgan Chase U.S. Benefits Program. This information does not include all of the details contained in the applicable insurance contracts, plan documents, and trust agreements. If there is any discrepancy between this information and the governing documents, the governing documents will control. JPMorgan Chase & Co. expressly reserves the right to amend, modify, reduce, change, or terminate its benefits and plans at any time. The JPMorgan Chase U.S. Benefits Program does not create a contract or guarantee of employment between JPMorgan Chase and any individual. JPMorgan Chase or you may terminate the employment relationship at any time.
# Important Terms

As you read this summary of the JPMorgan Chase Group Personal Excess Liability Plan, you'll come across some important terms related to the plan. To help you better understand the plan, many of those important terms are defined here.

<table>
<thead>
<tr>
<th>Term</th>
<th>Definition</th>
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</thead>
<tbody>
<tr>
<td>Bodily Injury</td>
<td>Physical bodily harm, including sickness or disease that results from it, and required care, loss of services and resulting death.</td>
</tr>
<tr>
<td>Covered Person</td>
<td>This includes:</td>
</tr>
<tr>
<td></td>
<td>• You or a family member;</td>
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<tr>
<td></td>
<td>• Any person using a vehicle or watercraft covered under this policy with permission from you or a family member with respect to their legal responsibility arising out of its use;</td>
</tr>
<tr>
<td></td>
<td>• Any other person who is a covered person under your required primary underlying insurance;</td>
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<tr>
<td></td>
<td>• Any person or organization with respect to their legal responsibility for covered acts or omissions of you or a family member; or</td>
</tr>
<tr>
<td></td>
<td>• Any combination of the above.</td>
</tr>
<tr>
<td>Damages</td>
<td>The sum that is paid or is payable to satisfy a claim settled by The Chubb Insurance Company or resolved by judicial procedure or by a compromise agreed to in writing.</td>
</tr>
<tr>
<td>Follow Form</td>
<td>Follow Form means that The Chubb Insurance Company covers damages to the extent they are both covered under the required primary underlying insurance and not excluded under this policy. The amount of coverage, defense coverages, cancellation and &quot;other insurance&quot; provisions of this policy supersede and replace the similar provisions contained in such other policies. When the Group Personal Excess Liability policy is called upon to pay losses in excess of required primary underlying policies exhausted by payment of claims, The Chubb Insurance Company will not provide broader coverage than provided by such policies. When no primary underlying coverage exists, the extent of coverage provided on a follow form basis will be determined as if the required primary underlying insurance had been purchased from the Chubb Insurance Company.</td>
</tr>
<tr>
<td>Occurrence</td>
<td>An accident or offense to which this insurance applies and which begins within the policy period. Continuous or repeated exposure to substantially the same general conditions, unless excluded, is considered to be one occurrence.</td>
</tr>
<tr>
<td>Personal Injury</td>
<td>Includes the following injuries, and resulting death:</td>
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<tr>
<td></td>
<td>• Bodily injury;</td>
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<tr>
<td></td>
<td>• Shock, mental anguish, or mental injury;</td>
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<td></td>
<td>• False arrest, false imprisonment, or wrongful detention;</td>
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<tr>
<td></td>
<td>• Wrongful entry or eviction;</td>
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<tr>
<td></td>
<td>• Malicious prosecution or humiliation; and</td>
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<tr>
<td></td>
<td>• Libel, slander, defamation of character, or invasion of privacy.</td>
</tr>
<tr>
<td>Term</td>
<td>Definition</td>
</tr>
<tr>
<td>-----------------------------</td>
<td>-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>Property Damage</td>
<td>Physical injury to or destruction of tangible property and the resulting loss of its use. Tangible property includes the cost of recreating or replacing stocks, bonds, deeds, mortgages, bank deposits, and similar instruments, but does not include the value represented by such instruments. Tangible property does not include the cost of recreating or replacing any software, data or other information that is in electronic form.</td>
</tr>
<tr>
<td>Qualified Change in Status</td>
<td>The JPMorgan Chase benefits you elect during each annual benefits enrollment period will generally stay in effect throughout the plan year unless you elect otherwise due to a qualified change in status (such as marriage, divorce, the birth or adoption of a child, etc.) within 31 days of the qualifying event for benefits to be effective the date of the event. Since there is one contribution level for coverage — i.e., your cost for coverage does not increase if you add dependents — if you marry or add a domestic partner, your spouse or domestic partner will be considered covered as of the date of the event. You may not drop coverage during the plan year.</td>
</tr>
<tr>
<td>Registered Vehicle</td>
<td>Any motorized land vehicle not described in “unregistered vehicle.”</td>
</tr>
<tr>
<td>Sponsoring Organization</td>
<td>The entity, corporation, partnership, or sole proprietorship sponsoring and defining the criteria for qualifications as an insured.</td>
</tr>
<tr>
<td>Underlying Insurance</td>
<td>Includes all liability coverage that applies to the covered damages, except for other insurance purchased in excess of the Group Personal Excess Liability policy.</td>
</tr>
<tr>
<td>Unregistered Vehicle</td>
<td>Includes the following:</td>
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<tr>
<td></td>
<td>• Any motorized land vehicle not designed for or required to be registered for use on public roads;</td>
</tr>
<tr>
<td></td>
<td>• Any motorized land vehicle in dead storage at your residence;</td>
</tr>
<tr>
<td></td>
<td>• Any motorized land vehicle used solely on and to service your residence premises;</td>
</tr>
<tr>
<td></td>
<td>• Any motorized land vehicle used to assist the disabled that is not designed for or required to be registered for use on public roads; and</td>
</tr>
<tr>
<td></td>
<td>• Golf carts.</td>
</tr>
</tbody>
</table>
# Some Quick Facts

## Benefits of Participating

| The Group Personal Excess Liability Insurance Plan provides additional liability protection of up to $10 million in coverage for damages and costs arising from bodily injury or personal injury to others, or for damage to the property of others. This insurance covers what you or a covered family member may be liable for beyond the limits of liability provided by your primary auto, homeowners, renters, recreational vehicle, motorcycle or watercraft insurance policies. |

## Costs

| You pay the full cost of any group personal excess liability insurance you choose on an after-tax basis. There is a flat rate for coverage - your cost per pay period is the same regardless of how many dependents you cover. |

## Your Choices

<table>
<thead>
<tr>
<th>You can choose from among the following options:</th>
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<tbody>
<tr>
<td>• $2 million in coverage</td>
</tr>
<tr>
<td>• $5 million in coverage</td>
</tr>
<tr>
<td>• $10 million in coverage</td>
</tr>
</tbody>
</table>

**Additional features include:**

| • Uninsured/Underinsured Motorist Protection - $2 million in coverage |
| • Identity Fraud - $25,000 in coverage |
| • Kidnap Expense - $100,000 in coverage |
| • Reputational Injury - $25,000 in coverage |
Participating in the Group Personal Excess Liability Insurance Plan

The general guidelines for participating in the JPMorgan Chase Group Personal Excess Liability Insurance Plan are described in this section. Since most benefits described here are provided by insurance, the terms of the policy or insurance certificate will control eligibility for benefits. If there is a discrepancy between this description and the policy or certificate, the policy or certificate will control.

Eligibility

In general, you are eligible to participate in the JPMorgan Chase Group Personal Excess Liability Insurance Plan if you are:

- On a U.S. payroll of your employer and FICA taxes are withheld from compensation;
- Paid salary, draw, commissions, or production overrides;
- Regularly scheduled to work 20 or more hours per week; and
- Employed by JPMorgan Chase & Co. or one of its subsidiaries to the extent that such subsidiary has adopted the plan.

Please Note: An individual classified or employed in a work status other than as a common law salaried employee by his/her employer, such as an:

- Independent contractor/agent (or its employee);
- Hourly-paid employee;
- Intern; and/or
- Occasional/seasonal, leased, or temporary employee

is not eligible to participate in the plan regardless of whether an administrative or judicial proceeding subsequently determines this individual to have instead been a common law salaried employee.

Coverage Categories

If you elect to enroll, the plan automatically covers you, your spouse/domestic partner, and all eligible children. For details about your eligible dependents, please see “Your Eligible Dependents” in the Medical Plan section of this Guide.

Please Note: Even if underlying personal liability (homeowners) and automobile personal liability coverage is not in the employee’s name, group personal excess coverage will be extended to a spouse or a domestic partner since he or she is considered a family member.

Covered Persons

A covered person under the Group Personal Excess Liability Insurance Plan includes:

- You or a family member (a family member is your spouse or domestic partner or other relative who lives with you, or any other person under age 25 who lives with you and who is in your care or your relative’s care);
- Any person using a vehicle or watercraft covered under this policy with permission from you or a family member with respect to their legal responsibility arising out of its use;
- Any other person who is a covered person under your required primary underlying insurance;
- Any person or organization with respect to their legal responsibility for covered acts or omissions of you or a family member; or
- Any combination of the above.
Effective 1/1/14

The Group Personal Excess Liability Insurance Plan

Cost of Coverage

You pay the cost of coverage under the Group Personal Excess Liability Insurance Plan with after-tax dollars. Your per-pay-period cost depends on your pay schedule frequency and the coverage level you choose. There is a flat rate for coverage under this plan - your cost per-pay-period is the same regardless of how many dependents you cover. You can choose from among the following coverage levels:

- $2 million;
- $5 million; or
- $10 million.

How to Enroll

Participation in the Group Personal Excess Liability Insurance Plan is optional. You must enroll to have coverage.

<table>
<thead>
<tr>
<th>If You:</th>
<th>What You Need to Do to Enroll:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Are an Employee</td>
<td>During an annual benefits enrollment period, you can make your elections through the Benefits Web Center on My Health or through the Benefits Call Center. At the beginning of each enrollment period, you’ll receive instructions on how to enroll. To access the Benefits Web Center, go to My Health &gt; Other Benefits &gt; Benefits Web Center. You’ll also receive information about the option available to you and its costs at that time. You need to consider your choice carefully and enroll for the coverage that best meets your needs. You can’t change your choice during the year.</td>
</tr>
<tr>
<td>Are a Newly Hired Employee</td>
<td>If you’ve just joined JPMorgan Chase and are enrolling for the first time, you need to make your choices through the Benefits Web Center on My Health or through the Benefits Call Center within 31 days of your date of hire if you are a full-time employee, and within 31 days prior to becoming eligible if you are a part-time employee, as explained below: <strong>If you are a full-time employee</strong>, you may receive information regarding benefits enrollment after accepting a position with JPMorgan Chase but before your hire date. Your coverage will begin on the first of the month following your hire date, as long as you enroll prior to your hire date or within 31 days after your hire date. <strong>If you are a part-time employee</strong>, you will receive your enrollment materials within 31 days before becoming eligible for coverage. You need to enroll within 31 days before your eligibility date. You can access your benefits enrollment material online at My Health &gt; New hire benefits enrollment. To access the Benefits Web Center, go to My Health &gt; Other Benefits &gt; Benefits Web Center.</td>
</tr>
<tr>
<td>Have a Change in Work Status</td>
<td>If you’re enrolling during the year because you’re a newly eligible employee due to a work status change, you’ll have 31 days from the date of the change in status to make your new choices through the Benefits Web Center on My Health or through the Benefits Call Center. To access the Benefits Web Center, go to My Health &gt; Other Benefits &gt; Benefits Web Center.</td>
</tr>
</tbody>
</table>
Please Note: You can only make changes to your coverage during the annual benefits enrollment period (usually held in the fall of each year for the following year’s participation). Mid-year changes due to a qualified family status change are not permitted under this plan. When you enroll, your participation is in effect through December 31 and you may not stop participating unless you are no longer eligible. See “When Coverage Ends” on page 8 for additional information.

If You Do Not Enroll

<table>
<thead>
<tr>
<th>If You:</th>
<th>And You Do Not Enroll:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Are an Employee</td>
<td>If you’re already participating in the Group Personal Excess Liability Insurance Plan and do not cancel coverage during the annual benefits enrollment period, you’ll generally keep the same coverage you had before the annual benefits enrollment period. However, you’ll be subject to any changes in the plan and coverage costs.</td>
</tr>
<tr>
<td>Are a Newly Hired or Newly Eligible Employee</td>
<td>If you’re a newly hired or newly eligible employee and do not actively enroll before the end of the designated 31-day enrollment period, you won’t be able to choose Group Personal Excess Liability Insurance until the next annual benefits enrollment period.</td>
</tr>
</tbody>
</table>

When Coverage Begins

<table>
<thead>
<tr>
<th>If You:</th>
<th>When the Coverage You Elect Begins:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Are an Employee</td>
<td>If you enroll during the annual benefits enrollment period, your coverage will be effective January 1 and you will continue to participate for the full calendar year (January through December), as long as you continue to pay applicable premiums.</td>
</tr>
<tr>
<td>Are a Newly Hired or Newly Eligible Employee</td>
<td>Coverage will be effective on the first of the month following your hire date if you are a full-time employee. If you are a part-time employee, coverage will be effective the first day of the month following 60 days from your date of hire. You will continue to participate from the effective date through the end of the calendar year, as long as you continue to pay applicable premiums.</td>
</tr>
</tbody>
</table>

Please Note: Following your coverage effective date, you will receive an individual certificate of insurance directly from Arthur J. Gallagher Risk Management Services. This will be your proof of coverage under the Group Personal Excess Liability Insurance Plan. Please retain this certificate for your records.

When Coverage Ends

If you terminate employment, or in any other way become ineligible to participate in the plan (e.g., do not pay required premiums), your coverage will end on the date on which you terminate or otherwise become ineligible. While you cannot convert or port your coverage, you may continue your current coverage through the end of the calendar year by paying the balance of the remaining premium in full directly to Arthur J. Gallagher Risk Management Services within 31 days of termination of employment.
How the Plan Works

The JPMorgan Chase Group Personal Excess Liability Insurance Plan provides additional liability protection for up to $10 million in coverage for damages and costs for which you or a covered family member are liable, beyond the limits of liability provided by your primary auto, homeowners, renters, recreational vehicle, motorcycle, and watercraft insurance policies.

The Plan generally covers damages a covered person is legally obligated to pay for personal injury or property damage, in excess of damages covered by the underlying insurance. The Plan also covers some liability exposures that may be excluded by your underlying policies. These exposures have no required underlying limits and are covered from the first dollar of loss, unless the policy states otherwise.

Coverage under this type of policy is always in excess of any other collectible insurance and is also known as an “umbrella policy.” For example, in the case of a car accident, your primary auto insurance policy would provide the first level of coverage and the JPMorgan Chase Group Personal Excess Liability Insurance Plan would be available once the primary limits are exhausted. However, if you already have a personal excess liability policy, that policy would act as the second level of coverage and then the JPMorgan Chase Group Personal Excess Liability Insurance Plan would be the final level of coverage after all other policy limits are reached.

The amount of coverage for liability is $2 million, $5 million, or $10 million, depending on the coverage you elect. The Chubb Insurance Company will pay on the participant’s behalf up to that amount for covered damages from any one occurrence, regardless of how many claims, homes, vehicles, watercraft, or people are involved in the occurrence. Any costs The Chubb Insurance Company pays for legal expenses are in addition to the amount of coverage.

In case of an accident or occurrence, you must notify The Chubb Insurance Company as soon as reasonably possible.

Examples of situations this coverage could potentially address are:

- Serious auto and boat accidents;
- Youthful driver claims;
- Swimming pool accidents;
- “Slip and fall” accidents on your property;
- Snowmobile claims;
- Service on a homeowner’s condominium or cooperative association, if not for profit; and
- Service as a director or officer for a non-profit organization for which you do not receive any pay.

Additional Features

Additional features of the Plan include:

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Coverage Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Uninsured/Underinsured Motorist Protection</td>
<td>$2,000,000</td>
</tr>
<tr>
<td>Identity Fraud</td>
<td>$25,000</td>
</tr>
<tr>
<td>Kidnap Expense</td>
<td>$100,000</td>
</tr>
<tr>
<td>Reputational Injury</td>
<td>$25,000</td>
</tr>
</tbody>
</table>
Uninsured/Underinsured Motorist Protection

This protection covers bodily injury and property damage, in excess of the underlying insurance or required primary underlying insurance, whichever is greater, that you are legally entitled to receive from the owner or operator of an uninsured motorized/underinsured motorized land vehicle. You will be covered for up to $2 million, regardless of the number of vehicles covered by the required primary underlying insurance and regardless of the number of claims, vehicles, or people involved in any one occurrence.

If there is a disagreement around the legal entitlement or the amount covered, either you or The Chubb Insurance Company can make a written demand for arbitration. Local rules of law as to procedure and evidence will apply.

Defense Coverages

This coverage offers defense against any suit brought against you to recover damages for personal injury or property damage that is either covered or not covered by an underlying insurance. The Chubb Insurance Company will begin defense, at its own expense, once the underlying coverage has been exhausted.

The Chubb Insurance Company will provide defense at its own expense, even if the suit is groundless, false or fraudulent, using counsel of its choice. The Chubb Insurance Company may investigate, negotiate, and settle any such claim or suit at its discretion.

Expenses to be paid include:
- All expenses incurred by the insurance company;
- All costs taxed against you;
- All earnings lost by you at the insurance company’s request, up to $25,000;
- Other reasonable expenses incurred by you at the insurance company’s request; and
- The cost of bail bonds required of you because of a covered loss.

Shadow Defense Coverage

If you or a family member is being defended by The Chubb Insurance Company in a suit, the insurance company will pay up to $10,000 for you to have a law firm of your choice review and monitor the defense being provided. You must obtain prior approval from the insurance company before incurring any fees or expenses in order for them to be paid. Any recommendation made by your attorney will not be binding on the insurance company.

Identity Fraud

Expenses for identity fraud occurrences will be paid by the insurance company up to $25,000 for each occurrence. Identity fraud is defined by your policy as the act of knowingly transferring or using, without lawful authority, your or a family member’s means of identity, which constitutes a violation of federal law or a crime under any applicable state or local law.

Identity fraud expenses include:
- The cost for notarizing affidavits or similar documents to law enforcement agencies, financial institutions or similar credit grantors, and credit agencies;
- The cost for sending certified mail to law enforcement agencies, financial institutions or similar credit grantors, and credit agencies;
- Loan application fees to reapply for loan(s) due to rejection of original application because of incorrect credit information;
• Reasonable attorney fees incurred with prior notice and approval by insurance company for:
  — the defense of you or a family member against any suit(s) by businesses or their collection agencies;
  — the removal of any criminal or civil judgments wrongly entered against you or a family member;
  — any challenge to the information in your or a family member’s consumer credit report; and

• Reasonable fees incurred by an identity fraud mitigation entity with prior notice and approval by the insurance company to:
  — provide services for the activities described above;
  — restore accounts or credit standing with financial institutions or similar credit grantors and credit agencies; and
  — monitor for up to one year the effectiveness of the fraud mitigation and detect additional identity fraud activity after the first identity fraud occurrence.

**Kidnap Expenses**

You will be covered for up to $100,000 in kidnap expenses incurred by you or a family member as a result of a kidnap and ransom occurrence. The occurrence must include a demand for ransom payment, which would be paid by you or a family member in exchange for the release of the kidnapped person(s). Also, up to $25,000 will be paid to any person for information not otherwise available that would lead to the arrest and conviction of any person(s) who kidnaps you, a family member, or covered relative. (You, a family member, or a covered relative who witnessed the occurrence will not be eligible to receive a reward payment.)

Kidnap expenses include other reasonable costs described in the insurance certificate.

**Reputational Injury**

This coverage will pay the reasonable and necessary fees or expenses that you or a family member may incur for services by a reputation management firm to minimize potential injury to your or a family member’s reputation as a result of personal injury or property damage caused by an occurrence. The maximum amount of coverage is $25,000 for any one occurrence regardless of the number of claims or people involved. In order to have expenses paid:

• The reputational injury must be reported as soon as reasonably possible, but no later than 30 days after the occurrence, and

• You must obtain approval of the reputation management firm from the insurance company before incurring any fees or expenses, unless stated otherwise or an exclusion applies. There is no deductible for this coverage.
**Required Underlying Insurance**

It is a condition of the Group Personal Excess Liability policy that you and your family members maintain in full effect primary underlying liability insurance of the types and in at least the amounts shown below. If you carry less than the minimum required limits, you will be responsible for any “gaps in coverage” between what is required and the amount of the primary coverage. Unless there is underlying coverage as stipulated below, rented, borrowed, or furnished vehicles and watercraft are not covered for more than 60 days.

The following chart shows the minimum underlying primary liability policy limits that are required for coverage under the plan. **It is recommended that you contact your current insurance carrier or agent to ensure that you meet the limits before enrolling in this plan.**

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Underlying Limits (Per Person/Per Accident)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Personal Liability/Property Damage</td>
<td>• $300,000</td>
</tr>
</tbody>
</table>
| Personal Automobile Liability (Registered Vehicle) | • $250,000/$500,000 of bodily injury and $100,000 of property damage; **OR**
  • $300,000/$300,000 of bodily injury and $100,000 of property damage; **OR**
  • $300,000 single limit each occurrence |
| Personal Automobile Liability (Unregistered Vehicle) | • $300,000 bodily injury and property damage each occurrence |
| Registered Vehicles (less than four wheels) and Motor Homes | • $250,000/$500,000 of bodily injury and $100,000 of property damage; **OR**
  • $300,000/$300,000 of bodily injury and $100,000 of property damage; **OR**
  • $300,000 single limit each occurrence |
| Uninsured Motorist/Underinsured Motorist Protection | • $250,000/$500,000 of bodily injury and $100,000 of property damage; **OR**
  • $300,000/$300,000 of bodily injury and $100,000 of property damage; **OR**
  • $300,000 single limit each occurrence |
| Watercraft | • Less than 26 ft. and 50 engine-rated HP or less |
|           | • $300,000 each occurrence |
|           | • 26 ft. or longer, or more than 50 engine-rated HP |
|           | • $500,000 each occurrence |

**Please Note:** If you carry limits that are higher than the minimums required under the plan, you can either reduce your underlying limits to the required minimums or keep the higher limits. If you choose to leave your underlying limits higher than the minimum amounts required, you will have a higher level of coverage.

If you fail to maintain the required underlying limits for your primary insurance, and there is an occurrence that would have been covered by such insurance, you will be responsible for the amount of damages up to the applicable minimum required underlying limits of your required primary insurance.

The Plan will only pay amounts in excess of your required underlying limits.
Exclusions

These are some exclusions that apply to your Group Personal Excess Liability Insurance Coverage, unless stated otherwise:

- Damages arising out of the ownership, maintenance, use, loading, unloading, or towing of any aircraft, except aircraft with crew chartered by you;
- Property damages to aircraft rented to, owned by, or in the care, custody, or control of a covered person;
- Damages arising out of the ownership, maintenance, use, loading, unloading, or towing of any hovercraft;
- Property damages to hovercraft rented to, owned by, or in the care, custody, or control of a covered person;
- Damages arising out of the ownership, maintenance or use of any motorized land vehicle:
  - during any instruction, practice, preparation for, or participation in, any competitive, prearranged or organized racing, speed contest, rally, gymkhana, sports event, stunting activity, or timed event of any kind; or
  - on a racetrack, test track, or other course of any kind.
- Damages arising out of the ownership, maintenance or use of any watercraft or aircraft during any instruction, practice, preparation for, or participation in, any competitive, prearranged or organized racing, speed contest, rally, sports event, stunting activity, or timed event of any kind. This exclusion does not apply to you or a family member for sailboat racing, even if the sailboat is equipped with an auxiliary motor.
- Damages arising out of the ownership, maintenance, or use of a motorized land vehicle by any person who is employed or otherwise engaged in the business of selling, repairing, servicing, storing, parking, testing, or delivering motorized land vehicles. This exclusion does not apply to you, a family member, or your employee or an employee of a family member for damages arising out of the ownership, maintenance, or use of a motorized land vehicle owned by, rented to, or furnished to you or a family member.
- Damages arising out of the ownership, maintenance, or use of a watercraft by any person who is engaged by or employed by, or is operating a marina, boat repair yard, shipyard, yacht club, boat sales agency, boat service station, or other similar organization. This exclusion does not apply to damages arising out of the ownership, maintenance, or use of a watercraft by you, a family member, or your or a family member’s captain or full-time paid crew member maintaining or using this watercraft with permission from you or a family member.
- Damages owed to any person or organization, other than you or a family member or your or a family member’s employees, with respect to the loading or unloading of motorized land vehicles or watercraft.
- Damages a covered person is legally:
  - required to provide; or
  - voluntarily provided under any:
    - workers’ compensation;
    - disability benefits;
    - unemployment compensation; or
    - other similar laws.
The plan does provide coverage in excess over any other insurance for damages you or a family member are legally required to pay for bodily injury to a domestic employee of a residence covered under the required primary underlying insurance which are not compensable under workers’ compensation, unless another exclusion applies.

- Damages for any covered person’s actions or failure to act as an officer or member of a board of directors of any corporation or organization. However, the Plan does cover such damages if you are or a family member is an officer or member of a board of directors of a:
  — homeowner, condominium, or cooperative association; or
  — not-for-profit corporation or organization for which he or she is not compensated; unless another exclusion applies.
- Damages owed to any person for property damage to property owned by any covered person.
- Damages owed to any person for property damage to property rented to, occupied by, or in the care of any covered person, to the extent that the covered person is required by contract to provide insurance. But the Plan does cover such damages for loss caused by fire, smoke, or explosion unless another exclusion applies.
- Damages arising out of a wrongful employment act. A wrongful employment act means any employment discrimination, sexual harassment, or wrongful termination of any residential staff actually or allegedly committed or attempted by a covered person while acting in the capacity as an employer, that violates applicable employment law of any federal, state, or local statute, regulation, ordinance, or common law of the United States of America, its territories or possessions, or Puerto Rico.
- Damages arising out of discrimination due to age, race, color, sex, creed, national origin, or any other discrimination.
- Damages arising out of a willful, malicious, fraudulent, or dishonest act or any act intended by any covered person to cause personal injury or property damage, even if the injury or damage is of a different degree or type than actually intended or expected. But the Plan does cover such damages if the act was intended to protect people or property unless another exclusion applies. An intentional act is one whose consequences could have been foreseen by a reasonable person.
- Damages arising out of any actual, alleged, or threatened:
  — sexual molestation;
  — sexual misconduct or harassment; or
  — abuse.
- Damages owed to any person who uses a motorized land vehicle or watercraft without permission from you or a family member;
- Any damages arising out of a covered person’s business pursuits, investment or other for-profit activities, for the account of a covered person or others, or business property except on a follow form basis. But the Plan does cover damages arising out of volunteer work for an organized charitable, religious, or community group, an incidental business away from home, incidental business at home, incidental business property, incidental farming, or residence premises conditional business liability unless another exclusion applies. The Plan also covers damages arising out of your or a family member’s ownership, maintenance, or use of a private passenger motor vehicle in business activities other than selling, repairing, servicing, storing, parking, testing, or delivering motorized land vehicles.

The list above is a partial list of exclusions under the policy.

**Filing a Claim**

If you have specific coverage questions or need to file a claim for benefits, you should contact the claims administrator, Arthur J. Gallagher Risk Management Services, at 1-866-631-4630, Monday through Friday, from 9 a.m. to 5 p.m. Eastern Time, except certain holidays.

It is your responsibility to notify the claims administrator as soon as possible after an occurrence or wrongful act that may result in a claim.
Additional Plan Information

Your primary contact for all matters relating to the Group Personal Excess Liability Insurance Plan benefits is your claims administrator (see “Filing a Claim” on page 14). Contact the Benefits Call Center for information about general administration issues such as enrollment and eligibility for the Plan.

Your benefits as a participant in the Group Personal Excess Liability Insurance Plan are provided under the terms of this document and the insurance contracts, if any, issued to JPMorgan Chase. If there is a discrepancy between the insurance contracts and this document, the insurance contracts will control.

Please Note: No person or group, other than the Plan Administrator for the JPMorgan Chase U.S. Benefits Program, has any authority to interpret the Group Personal Excess Liability Insurance Plan (or official plan documents) or to make any promises to you about them. The Plan Administrator for the JPMorgan Chase U.S. Benefits Program has complete authority in his or her sole and absolute discretion to construe and interpret the terms of the Group Personal Excess Liability Insurance Plan and any underlying policies and/or contracts, including the eligibility to participate in the plan. All decisions of the Plan Administrator for the JPMorgan Chase U.S. Benefits Program are final and binding upon all affected parties.
# If Your Situation Changes

The following chart summarizes how your Group Personal Excess Liability Insurance Plan coverage may be affected in certain situations.

<table>
<thead>
<tr>
<th>If Your Work Status Changes</th>
<th>Your Group Personal Excess Liability Insurance Plan coverage will end if your work status changes and you are then scheduled to work fewer than 20 hours per week. Your coverage will end on the date of the work status change.</th>
</tr>
</thead>
<tbody>
<tr>
<td>If You Go on Disability Leave</td>
<td>Under the Short-Term Disability Plan, you may have the financial protection of full or partial pay for up to 25 weeks. For the approved period of your disability leave, you'll remain eligible to be covered under the Plan. JPMorgan Chase will deduct any required contributions for Group Personal Excess Liability Insurance Plan coverage from the pay you receive during this period on an after-tax basis.</td>
</tr>
</tbody>
</table>
| If You Go on Long-Term Disability                                                           | If you receive long-term disability (LTD) benefits from the LTD Plan, your premium will be converted to a monthly rate. JPMorgan Chase will directly bill you for any required contribution on an after-tax basis.  
If you become disabled on or after January 1, 2011, you'll be eligible to continue your personal excess liability coverage at active employee rates for the first 24 months after going on approved LTD (i.e. 30 months from the date of disability).  
**Please Note:** Your employment with JPMorgan Chase will end immediately after you have received 24 months of payments under the LTD Plan. You will continue to be eligible for LTD benefits provided you meet all contractual provisions of the plan. (Please see the Long-Term Disability section of this Guide for more information.)  
If you became disabled before January 1, 2011, your personal excess liability coverage will continue at active employee rates while you receive benefits under the Long-Term Disability Plan. |
| If You Go on Unpaid Leave                                                                     | For an approved leave of absence, you'll still be covered by the Group Personal Excess Liability Insurance Plan as long as you make any required contributions. JPMorgan Chase will directly bill you for any required contributions on an after-tax basis.  
If you do not make the required contributions to continue your Group Personal Excess Liability Insurance Plan coverage, your coverage will be canceled. However, your coverage may be automatically reinstated when you return to work.  
Please see the Plan Administration section of this Guide for more information about what happens to your benefits during an unpaid leave of absence. |
| If You Leave JPMorgan Chase                                                                  | If your employment with JPMorgan Chase terminates, participation for you and your covered dependents usually ends on your termination date. While you cannot convert or port your coverage, you may continue your current coverage through the end of the calendar year by paying the balance of the remaining premium in full directly to Arthur J. Gallagher Risk Management Services. |
| **If You Retire from JPMorgan Chase** | If you retire from JPMorgan Chase, coverage for you and your covered dependents ends on your retirement date. You are eligible to continue your participation through the end of the policy year in which you retire, provided you pay the balance of the policy in full. After your employment ends, Arthur J. Gallagher & Co., the plan administrator, will contact you with instructions for continuing your coverage and paying the balance. If your payment is not received within 31 days, your policy will be cancelled effective as of your retirement date. For more information, please refer to the As You Retire Guide on [me@jpmc](mailto:me@jpmc) > Health & Life > Life Events > Retiring. |
| **If You Work Past Age 65** | If you continue to work for JPMorgan Chase after you reach age 65, you may continue to participate in the Plan, as long as you are actively employed and meet all eligibility requirements. |
| **If You Divorce or Become Legally Separated** | If you divorce or become legally separated, coverage for your spouse will end on the date of your divorce or legal separation. |
| **If You Die** | In the event of death, coverage will be provided until the end of the policy period or policy anniversary date, whichever occurs first, for any surviving member of the participant's household who is a covered person at the time of death. Premium payments for this coverage apply. Covered surviving members of the household should contact Arthur J. Gallagher Risk Management Services for instructions on paying the balance due. If payment is not received within 31 days of the date of the letter sent by Arthur J. Gallagher Risk Management Services to the participant's survivor, the policy will be canceled as of the date of your death. The Plan will also cover any legal representative or person having proper temporary custody of the participant's property. |
Right to Amend

JPMorgan Chase reserves the right to amend, modify (including cost of coverage), reduce or curtail benefits under, or terminate the Group Personal Excess Liability Insurance Plan at any time for any reason by act of the Benefits Executive, other authorized officers, or the Board of Directors. In addition, the Group Personal Excess Liability Insurance Plan does not represent a vested benefit.

JPMorgan Chase also reserves the right to amend any of the plans and policies, to change the method of providing benefits, to curtail or reduce future benefits, or to terminate at any time for any reason any or all of the plans and policies described in this Guide. Neither this Guide nor the benefits described in this Guide create a contract or a guarantee between JPMorgan Chase and any employee.

If you have any questions about these plans, contact the Benefits Call Center.