

Employee Handbook



Chautauqua Patrons Insurance Company

July 2017

**Chautauqua Patrons Insurance Company
EMPLOYEE HANDBOOK**

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Purpose of Employee Handbook and Acknowledgment/ Receipt

I have received my copy of the Employee Handbook.

The employee handbook describes important information about Chautauqua Patrons Insurance Company (also referred to as CPIC), and I understand that I should consult my manager or Human Resources regarding any questions not answered in the handbook. I further acknowledge that I have entered into my employment relationship with Chautauqua Patrons Insurance Company voluntarily and acknowledge that there is no specified length of employment. Accordingly, either I or Chautauqua Patrons Insurance Company can terminate the relationship at-will, with or without cause, at any time, except as required/prohibited by law.

I understand and agree that, other than the president of the Company, no manager, supervisor or representative of Chautauqua Patrons Insurance Company has any authority to enter into any agreement for employment other than at-will; only the Executive Vice President/CEO of the company has the authority to make any such agreement and then only in writing signed by the president of Chautauqua Patrons Insurance Company.

This handbook and the policies and procedures contained herein supersede any and all prior practices, oral or written representations, or statements regarding the terms and conditions of my employment with CPIC. By distributing this handbook, the company expressly revokes any and all previous policies and procedures that are inconsistent with those contained herein.

I understand that, except for employment-at-will status, any and all policies and practices may be changed at any time by Chautauqua Patrons Insurance Company; and the company reserves the right to change my hours, wages and working conditions at any time. All such changes may be communicated through official notices or otherwise, and I understand that revised information may supersede, modify or eliminate existing policies. Only the Executive Vice President/CEO of CPIC has the ability to adopt any revisions to the policies in this handbook.

I understand and agree that nothing in the Employee Handbook creates, or is intended to create a promise or representation of continued employment and that employment at Chautauqua Patrons Insurance Company is employment-at-will, which may be terminated at the will of either CPIC or myself.

Furthermore, I acknowledge that this handbook is neither a contract of employment nor a legal document. I understand and agree that my employment may be terminated with or without cause and with or without notice at any time by CPIC or myself.

I acknowledge receipt, either in hard copy or by electronic access, of this Employee Handbook and understand that my continued employment constitutes acceptance of any changes that may be made in content or application of the Handbook. I further acknowledge that I have read the Handbook and understand its contents. In the event that I have any questions, I will discuss them with my manager, the Vice President of Finance and Human Resources or any other individual in a management position.

Employee's Signature: _____ Date: _____

Name (Print): _____

This signed and dated receipt is to be returned to my Personnel File.

I. INTRODUCTION

Welcome

Dear Colleagues:

I'd like to take this opportunity to extend my welcome to you as an employee of Chautauqua Patrons Insurance Company.

Our Company is more than a building, office, a place in which we work, or a company for which we work. It is people - people like you. We depend on you, and we often depend upon each other. Together we are a Team.

The information in this handbook and other materials provided to you during your employment describe policies, practices and procedures which we have adopted and implemented to meet corporate objectives. So too, we value our employee's needs and work experience. In this regard, we seek to be the best at what we do, and we expect to reach that objective through teamwork, commitment to quality service and effective communication throughout our Company.

Since the success of the Company ultimately depends on the combined efforts of our employees, we are vitally interested in your personal and professional growth. As you continue to develop and advance in your career, the Company often becomes a stronger organization that is better equipped to meet the challenges of tomorrow. Whatever your job, you are important to our success.

I encourage you to read your employee handbook carefully and to keep it handy for reference. If, after reading it, you have any questions, please feel free to ask your supervisor or manager.

Sincerely,

Mark Prechtl
Executive Vice President and CEO
Chautauqua Patrons Insurance Company

Corporate Mission Statement

The ultimate goal of Chautauqua Patrons Insurance Company is to provide our agents and insureds with exceptional insurance service and products while being financially responsible.

Equal Employment Opportunity

Chautauqua Patrons Insurance Company is an equal opportunity employer. Thus, we will recruit, hire, train and promote persons in all job classifications solely on the basis of their qualifications, without regard to race, color, religion, creed, sex, age, national origin, citizenship status, disability (physical or mental), veteran status, military status or service, marital status, sexual orientation, pregnancy, non-pending arrest records/criminal accusations, domestic violence victim status, predisposing genetic characteristics or genetic information, political activities, use of a service dog, or any other category protected by law. We will also strictly adhere to this policy of equal opportunity in all matters of human resource administration, including compensation, transfer, disciplinary actions and all other personnel actions. We require all our employees, agents, and/or representatives to comply with this Policy in our own business, and in the organizations we serve.

II. YOUR JOB AND OPPORTUNITIES

You and Your Manager

The person to whom you report to on your job is your immediate Manager. That person may be a Supervisor, Manager, Officer, or other person with management authority and responsibility. Your manager may monitor and evaluate your performance while you are employed with Chautauqua Patrons Insurance Company.

Early in your employment, your Manager may work closely with you to help you learn the job, and explain both organization and job-related policies and procedures. We recognize that jobs and companies are different. That stated, we encourage you to ask questions and seek help in order to succeed in your position. Your co-workers may also be a resource for help, yet the ultimate source of information is your Manager.

As you become more knowledgeable about your job and the procedures here, you may find that you need less guidance from your Manager. We encourage you to keep the lines of communication open with your Manager, especially on matters that relate to problems or situations which affect your job performance.

The term "Manager" as used in this handbook may refer to any person you report to, or another person in management with CPIC.

Immigration and Employment Eligibility

In compliance with the Immigration Reform and Control Act of 1986 the Company will hire only those individuals who are authorized to work legally in the United States. After acceptance of a job offer, all newly-hired employees must complete and sign Section 1 of Form I-9 **no later than the first day of employment**. Individuals will be required to submit original documents, which establish proof of their identity and employment eligibility. Failure to do so will result in immediate termination of employment. The completed forms will be maintained and filed in accordance with the law.

If you are authorized to work in this country for a limited period of time, before the expiration of that period, you will be required to submit proof of your employment authorization and sign another Form I-9 in order to remain employed by the Company. All employees are responsible for maintaining their work eligibility status as a condition of continuing employment.

The Americans With Disabilities Act

The ADA protects qualified individuals with disabilities from employment discrimination. Under the ADA, the term disability means:

- A physical or mental impairment that substantially limits one or more of a person's major life activities such as: breathing, seeing, hearing, walking, sitting, standing, sleeping, caring for yourself, lifting, listening, speaking, reading, writing, or learning.
- Having a record of an impairment
- Being regarded as having an impairment

Persons with disabilities are deemed “qualified” if they:

- Meet the requirements of the position they are applying for or hold
- Can perform the major functions of the position, with or without a reasonable accommodation.

Reasonable accommodation is any change or adjustment to a job or work environment that permits a qualified employee with a disability to perform the essential functions of a job or to enjoy benefits or privileges of employment equal to those enjoyed by employees without disabilities. The Company further acknowledges that accessibility must be provided to enable a qualified applicant to participate in the job application process. Examples of reasonable accommodation include, but are not limited to, job restructuring, acquiring or modifying equipment or devices, providing qualified interpreters or readers.

CPIC acknowledges that it is a violation of the ADA to fail to provide a reasonable accommodation to a qualified individual with a known disability, perceived disability or is regarded as having a physical or mental limitation, unless to do so would impose an undue hardship on the operation of the Company’s business. Undue hardship means that the accommodation would require a significant difficulty or expense.

Orientation Period

The first 90 days of employment are considered an orientation period. During this time, special attention will be given to providing as much information and guidance to help with onboarding and making a smooth transition into our Company. It is anticipated that you will make a special effort during this time to understand the important aspects of your job, the personnel policies of the Company, and become a fully engaged employee and team member with the Company.

Harassment and Sexual Harassment Policy

I. Purpose

It is the policy of Chautauqua Patrons Insurance Company to prohibit all forms of harassment based upon race, color, religion, creed, sex, age, national origin, citizenship status, disability (physical or mental), veteran status, military status or service, marital status, sexual orientation, pregnancy, non-pending arrest records/criminal accusations, domestic violence victim status, predisposing genetic characteristics or genetic information, political activities, use of a service dog, or any other category protected by law. All employees are responsible for complying with this policy.

II. Scope

This Policy applies to all employees.

III. Policy Guidelines

Any employee who engages in harassment on the basis of race, color, religion, creed, sex, age, national origin, citizenship status, disability (physical or mental), veteran status, military status or service, marital status, sexual orientation, pregnancy, non-pending arrest records/criminal accusations, domestic violence victim status, predisposing genetic characteristics or genetic information, political activities, use of a service dog, or any other category protected by law; who permits employees under his/her supervision to engage in such harassment; or who retaliates or permits retaliation against an employee who reports such harassment is guilty of misconduct and shall be subject to remedial action which may include the imposition of discipline or termination of employment.

Sexual harassment is prohibited and includes any unwelcome sexual advance, requests for sexual favors and any other verbal or physical conduct of a sexual nature when:

- submission to such conduct is made, either explicitly or implicitly, as a term or condition of employment;
- submission to or rejection of such conduct is used as a factor in any employment decision affecting any individual; or
- such conduct has the purpose or effect of unreasonably interfering with any employee's work performance or creating an intimidating, hostile or offensive working environment.

Harassment, on the basis of protected classifications other than sexual harassment, includes slurs and other verbal or physical conduct relating to an individual's race, color, religion, creed, sex, age, national origin, citizenship status, disability (physical or mental), veteran status, military status or service, marital status, sexual orientation, pregnancy, non-pending arrest records/criminal accusations, domestic violence victim status, predisposing genetic characteristics or genetic information, political activities, use of a service dog, or any other category protected by law. Harassment is defined as behavior which has the purpose or effect of creating an intimidating, hostile, or offensive working environment, or has the purpose or effect of unreasonably interfering with an individual's work performance, or otherwise adversely affects an individual's employment opportunities.

IV. Practice

1. This policy prohibits sexual advances, requests for sex (with or without related threats and promises of favors or other benefits), or other verbal or physical sexual conduct which could have a harmful effect on any employee's individual's employment opportunities.

Examples of "sexual harassment" include:

- obscene or sexually suggestive comments about a person's body;
- "off color" language or "dirty" jokes of a sexual nature;
- slurs, threats, repeated commands or other offensive verbal or physical conduct relating to a person's sex or sexual orientation;
- offensive or unwelcome sexual flirtations, advances or propositions, communicated verbally, by touch, or in writing or electronic/digital format;
- use of sexually degrading words to describe a person or a group of people;
- any display of sexually explicit photographs, drawings, greeting cards, articles, books, magazines, or other printed/electronic items; or
- repeated unwelcome or unnecessary touching of any part of another's body.

2. Sexual and other forms of harassment at work are strictly prohibited, whether committed by employees (management or non-management), vendors, contractors or volunteers. Under this policy, your supervisor cannot threaten or imply that giving into or rejecting sexual advances will influence any decision regarding your employment.

3. Sexual and other forms of harassment by an employee will result in disciplinary action up to and including dismissal, and may lead to personal legal and financial liability. You are encouraged to report your complaint if you believe you have been subjected to any form of harassment at work or during a work related activity.

4. Complaints of sexual and other forms of harassment at work will be promptly and carefully investigated. Under this policy, your supervisor cannot retaliate or try to harm you in any way if you choose to file a harassment complaint.

5. If you have concerns about harassment at work by anyone, including supervisors, co-employees, volunteers, customers, contractors or vendors, you should immediately bring those concerns to your manager's attention or you may contact any Vice President or the Executive Vice President/CEO.

6. If possible, you should bring your concerns to the attention of your immediate supervisor/manager. However, if unwelcome behavior involves a supervisor or manager to whom you directly or indirectly report, you can also seek help from any Vice President or the Executive Vice President/CEO.

7. Any employee shall promptly forward to the Executive Vice President/CEO any complaints of harassment or sexual harassment that it has received.

8. If the unwelcome behavior involves the Executive Vice President/CEO to whom you directly or indirectly report, you can also seek help from the Board President of the CPIC Board of Directors.

9. The principal responsibility for conduct of the investigation rests with the Executive Vice President/CEO. All complaints will be investigated expeditiously to ascertain the facts of the allegation.

The investigation may include interviews with all persons having direct knowledge of the unwelcome behavior, including the person who made the complaint, the person accused of sexual or other harassment, and other potential witnesses.

10. To the extent reasonably possible, your privacy and the privacy of the person accused of sexual or other harassment will be kept confidential.

11. At the conclusion of the investigation, the Executive Vice President/CEO, or his/her designate will review the findings with the person who made the complaint. If the investigation reveals that the complaint is factual, appropriate corrective action will be taken to prevent the harassment from occurring again, up to and including discharge of any employees believed to be guilty of sexual or other legally prohibited harassment. In any case, particularly in situations where the facts uncovered during the investigation are inconclusive or unclear, the Executive Vice President/CEO will ensure that all parties are reacquainted with the policy prohibiting sexual or other improper harassment at work.

V. Administration

The Executive Vice President/CEO is responsible for administering this Policy.

EMPLOYEE CLASSIFICATIONS

Regular full-time, part time and temporary employees

Individuals hired to work on a regular (i.e., daily) basis according to our normal work schedule (i.e., 35 hours per week) are referred to as full-time employees. Individuals that work on a regular basis but less than the standard work week are referred to as part-time employees. In addition, the Company may hire individuals to work on a specific project or for a specific length of time (i.e., summer). These employees are referred to as temporary employees.

Exempt and Non-exempt Employees – Under certain conditions employees are classified as “non-exempt” or “exempt” employees. These classifications cover the provisions of the Federal Fair Labor Standards Act. Non-exempt employees are entitled to premium pay for work in excess of 40 hours worked in a workweek. Hours worked by non-exempt employees beyond 35 hours and up to 40 hours in a work week will be paid at their straight time rate.

If you are a non-exempt Employee (paid on an hourly basis), you will be paid one and one-half times your current hourly rate for all hours “worked” in excess of 40 hours. Extra work in excess of the hours you are regularly scheduled to work will be paid at your straight time rate until you exceed 40 hours of actual “hours worked” in that work week. Use of a personal day, vacation day or holiday which occurs during the work week is not counted towards hours worked. If you work extra hours beyond your scheduled shift without manager approval, you may face disciplinary action, up to and including termination of

employment.

Exempt employees who qualify as executives, administrative, supervisory, professional employees or as outside salespersons under the Act are not entitled to overtime compensation under the Act. The Company intends to pay its exempt employees on a salary basis and will not make deductions from salaries that are prohibited under the Fair Labor Standards Act.

If you are nonexempt employee, your earnings are expressed as a stipulated hourly rate. Nonexempt employees (individuals eligible to be paid overtime) are required by the Federal Wage and Hour Law to record their daily work time. Therefore, all nonexempt employees must complete a time slip that accurately records the hours they work. Your manager will instruct you how to complete it. If you are an employee who is not required to maintain a time slip for recording hours worked (exempt employees), your earnings are expressed as a bi-weekly rate.

Since wages of a nonexempt employee are based on the records from the time slip, it's important that these records be accurate and complete. At the end of the bi-weekly pay period you must sign your time sheet, certifying that the hours recorded are the hours actually worked. Be sure to mark any changes to your normal work schedule, and the use of any vacation or personal days. Any employee who willingly falsifies or incorrectly records their work hours on their time slip may be subject to disciplinary action up to and including termination.

Attendance

As an employee, you have responsibilities that must be met in order for your department to meet its objectives. One of these responsibilities is for you to be regular and prompt in your attendance. All employees are expected to be at their desks and ready to begin work at their scheduled times. Individuals who are absent, arrive late, or leave early place additional workloads on co-workers.

We realize that circumstances can result in occasional tardiness, absenteeism, or the need to leave early. Unscheduled absences of these types which occur regularly or frequently may be counted as unsatisfactory attendance, resulting in discipline that may escalate to termination of employment.

Additionally, we realize that personal illness or injury, or serious illness or death in the family, or personal business matters which cannot be taken care of after business hours, may prevent you from being at work. The Company has provided policy guidelines for these occurrences. Your attendance record and compliance with these policies will be monitored by your Manager. Any abuse

of these policies may result in disciplinary action. The specific policy statements can be found in the handbook section titled “Time Away From Work.”

Currently, the normal workweek is five (5) days, Monday through Friday, 8:00 a.m. to 4:00 p.m. Each employee is allowed one (1) hour for lunch, which is unpaid and does not count toward hours worked. Your Manager will inform you regarding the lunch schedule for your department. Employees are expected to remain working at their desks when not on their lunch break.

If an employee expects to be away from their desk for a personal break for more than five (5) minutes, the time should be approved by your supervisor (or the Manager or Executive Vice President and CEO if your supervisor is not available). Depending on the reason for and duration of an employees’ absence from their work area of office, the supervisor may require the employee to make up the lost time, take PTO time, or take time without pay.

With the exception of lunch time, if you need to leave the building for more than fifteen (15) minutes, you should email the CPIC staff to note when you are leaving and when you return.

Although infrequent, overtime work may be required in order to meet policyholder needs. Nonexempt employees will be paid overtime for any additional hours beyond the basic forty (40) hour workweek according to the Federal and New York State Labor laws. Hours worked between the regular workweek (35 hours) and 40 hours are paid at a straight time rate.

We expect our employees to be flexible enough to willingly work overtime when requested. ***All overtime worked must be authorized in advance by your Manager.***

Absence/Lateness Notification

If you expect to be late or absent from work, you are required to call and notify your Manager no later than 8:30 a.m. Leaving word with another employee or on voicemail is not acceptable. If your Manager is not available, you can leave word with another Manager.

If you are unable to call, someone else should call for you. If circumstances make it impossible for you to call by the time required you should contact your Manager at the first opportunity. You must also call in every day of your absence unless your Manager tells you otherwise.

If you are absent for three (3) or more consecutive work days, because of personal illness or injury, a note from your physician, documenting that you were unable to work, is required in order for you to receive consideration for pay for these days. Depending on the circumstances, an absence without notification may be considered a voluntary resignation.

Inclement Weather and Office Closings

The Company may find it necessary to close due to inclement weather. If closing should become necessary prior to our normal starting time (as decided by the Executive Vice President and CEO), employees will be notified through local radio stations. Individuals who live in an area where a State of Emergency has been declared should obey any travel restrictions imposed by their local authorities.

If the Company doesn't close, you are to use your discretion whether or not you feel you can travel to work without undue risk. The Company will not make this decision for any individual. If a driving ban is in effect in the community you live in or along the route you travel to and from work, we expect our employees to obey these driving bans and would not expect you to drive illegally to get to work. A driving ban means that local Law Enforcement officers are issuing citations for illegal driving. **This is not the same as a warning of "no unnecessary driving".**

Delayed arrivals during inclement weather are understood and expected. If it appears that a majority of the employees will be delayed due to weather conditions, a Delayed Office Opening may be declared. On these occasions, providing a non-exempt employee arrives within two hours of their scheduled work time they will receive full pay for that day.

Deductions will be made for any arrival beyond the two-hour time frame. If a Delayed Office Opening is not declared, notification of anticipated delayed arrival (after 8:30 a.m.) or a decision not to attend work at all is necessary.

If the office is open and there is no driving ban in your community or along your driving route, and you do not report to work, you are expected to use a Personal Time-Off (PTO) day if you have one available. If you do not then this day away from work would be without pay. If the office is open but a driving ban does exist in or along your route, and you do not report to work you will not be charged with a Personal Time-Off (PTO) day and would be paid for the full day.

The Company will not force any employee to stay if they feel that the weather is severe. Should weather conditions worsen during the day, the Company reserves the decision to close early. Should we close early, those individuals who left early will be charged from the time they left the office to the time the office officially closes. Individuals who report to work will be paid for the entire day. Individuals who decided to utilize a PTO day will be charged for the whole day as a PTO day. However, when an individual calls in, due to the weather, and utilizes a PTO day to cover the absence, they would be charged for the entire day unless a decision had been made to close the office at some point during the day. In that case they will be charged time-off only until the office was officially closed.

If a nonexempt employee receives management approval to work on a day when the office is officially closed due to inclement weather, he/she will be paid on the basis of straight time for the hours worked in addition to their regular pay for that day.

Performance Management and Professional Development

The Company strives to recognize employee excellence in service and job performance. So too, CPIC seeks to establish the conditions for performance improvement and professional development. Consistent with this goal, your performance will be evaluated by your Manager on an ongoing basis.

To attract and retain above-average employees, our Company strives to pay salaries competitive with those paid by other employers in our industry and in the local labor market. In line with this objective, we may periodically monitor our wage policies and practices.

Additionally, we strive to keep position descriptions current and pay appropriately.

Your total compensation includes your pay and all the benefits you are offered, such as health insurance, life insurance, your retirement plan, and other benefits as described later in this handbook.

Questions regarding your pay and performance should be directed to your Manager.

Education and Training Programs

The Company encourages its employees to take part in professional and self-development opportunities through courses offered by the Insurance Institute of America, the American Institute of Property and Liability Underwriters or local colleges. In an effort to maintain our position in the industry and to be prepared to meet its challenges, the Company has established an **Educational Support Program**. As part of the Company's employee benefit program, this program provides reimbursement to regular employees for tuition, books and fees associated with approved professional certifications and designations, and other specified expenses incurred while pursuing professional self-development programs, or business-related college level courses.

Eligibility

All regular full-time employees

Reimbursement procedures

Should you wish to participate in such courses as C.P.C.U., I.I.A. or other programs, including non-insurance courses, which could improve your job performance, you must first receive approval for reimbursement from your Manager by submitting a "Request for Tuition Assistance" form. The form must indicate the name of the course, course description, and how you and the Company will benefit. Only those individual courses which are job related will be considered for reimbursement. The Company will reimburse you for tuition, books and fees associated with taking approved courses.

In order to receive the reimbursement you must be employed by the Company as a regular full-time employee. Reimbursement will be made upon approval and will be at 50% of covered expenses. The remaining 50% will be reimbursed upon evidence of successful completion, with a "C" grade or better (passing if it is Pass/Fail) submitted to senior management. In the event you do not successfully complete the course and choose to re-enroll, the cost of tuition, books, etc. are your responsibility. Testing fees are only paid the first time a test is taken. In the event you need to take the exam again the testing fee will be your responsibility. Tuition Assistance will be limited to \$1,000 per year unless approved by the Executive Vice President and CEO.

In addition to the tuition reimbursement program the Company will also provide you with an incentive bonus for the following:

I.I.A. courses \$50 net bonus for each exam you successfully complete.

PLUS

\$200 net bonus for completion of an entire series.

C.P.C.U. courses \$75 net bonus for each exam successfully completed.

PLUS

\$500 net bonus upon receiving the C.P.C.U. designation and payment of travel expenses for you and your spouse to the conferment ceremonies up to a limit of \$500.

PLUS

Payment of the C.P.C.U. Society dues.

In addition to these courses and programs, the Company will also support other insurance educational programs and licensing courses. Employees who wish to pursue agents/brokers licensing courses and agents continuing education courses will be fully reimbursed. The Company will also financially support employees who wish to participate in the Certified Insurance Counselor (CIC) or the Certified Insurance Service Representative (CISR) programs and the continuing education programs that support both designations.

In order to facilitate the learning process, the Company may allow an employee to enroll in a business-related college level course, program, etc. during normal business hours. Approval must be obtained from your immediate Manager prior to enrollment. In instances where course availability is only offered during business hours, approval is more likely to be granted if the class is scheduled near the start of a workday, the end of the workday, or during the lunch period. If course availability also includes evenings or weekends, you must attempt to enroll at these times so as not to interfere with your workday. Approval may not be granted if the class is also available evenings or weekends.

In order to be eligible for any of the above you must be employed by the Company as of the publication of the grades. To be eligible for the bonus for completion of an entire series you must complete all courses while employed by our Company.

Our tuition reimbursement program will not duplicate Veterans Administration, NY State's free college tuition program, or any other assistance for the same education. Any other benefits you may receive will be subtracted from the Company payments. The Company will also not reimburse for any late fees unless the Company caused the fee to be incurred.

Other Opportunities

CPIC seeks to establish a work environment where employees can be promoted from within based upon merit, as new positions and opportunities become available. When openings occur, qualified employees who have demonstrated their willingness to improve their professional skills, and who willingly accept responsibility, will be given first consideration. If the Company deems it necessary, in its sole discretion to look outside the company to fill a need or position, it will do so.

Career planning is an important process that requires your active involvement. You are encouraged to discuss your career goals, aspirations and interests with your Manager. He or she wants to help you with your career planning and development so that your skills and abilities are best utilized. Career management issues may also be discussed with the Executive Vice President/CEO.

If a position which you are interested in becomes available, you should discuss your interest with your Manager or the Executive Vice President and CEO. Your skills and background will be compared to the requisite skills for the available position. If there is a match, interested employees will be considered and interviewed for the position. We will consider qualified candidates for open positions based on several criteria, including: ability; aptitude; skill level; experience, and/or education as it relates to the open position; past work performance; work behavior; and length of service, where all other qualifications are equal.

Our goal is to place the best person for the job in the job that is best for that person. Again, while we may give preference to qualified internal candidates, we will also consider external applicants when necessary.

Personal Information and Changes in Personal Data

You are responsible for notifying Human Resources about changes in your name, address, telephone number, marital status, number of dependents or any other information that may affect your employment records. Incomplete and outdated information could interrupt benefits for you or your family and cause inappropriate amounts of taxes to be withheld from your paycheck or even cause difficulty in notification in case of emergency.

Our Company maintains personnel records on its employees. The Company will attempt to keep information from your personnel file as confidential as reasonably possible. Regular performance reviews, change of status records (address, marital status, etc.), commendations, corrective action warnings, and education attainment records are examples of records maintained. All personnel files are maintained by the Vice President of Finance and Human Resources. Other than dates of employment, you must authorize release of information, in writing, unless required by law.

Employees may review their Personnel File by submitting a written request to the Vice President of Finance and Human Resources with at least 48 hours notice. Employees have the right to copies of material in the personnel file, which their signature was required.

Employee medical and insurance records are maintained in files separate from personnel files. Only those person(s) with benefits administration responsibility are authorized to access such information on a need-to-know basis to perform their job and/or assist you with a claim.

In our efforts to prevent the theft and fraudulent use of your personal information, Chautauqua Patrons Insurance Company will take the necessary measures to comply with New York labor law specifically section 203-d. This section restricts our use of employees' Social Security numbers and other personal identifying information. As a result we will prohibit the following:

- Posting or displaying an employee's Social Security number;
- Visibly printing a Social Security number on any identification badge, personnel folder, time sheet or card, and
- Placing Social Security number in files with open access.

The law also prohibits us from communicating your “personal identifying information” to the public. For purposes of this prohibition, “personal identifying information” means your Social Security number, home address, telephone number, personal e-mail address, Internet identification or password, last name prior to marriage, and drivers’ license number.

Disclosure of your employment record outside the Company which identifies you by name may not be made without your written authorization. The Vice President of Finance and Human Resources will process any requests received for employment verification. These are typically received whenever an employee has applied for some type of loan. The release of information in this case is usually limited to whether you are employed by the Company, your position, title, and verification of the rate of pay which you had supplied to the individual making the request. The Executive Vice President/CEO is the only individual authorized to release any information (beyond employment verifications) concerning both active and inactive employees. Should you receive any inquiries from an outside source regarding any employee, either active or inactive; you should transfer or direct them to the Executive Vice President/CEO.

Privacy Policy and Employee Records

The Company conducts its business in a manner which protects the privacy of its past, present, and prospective policyholders, agents and employees. We seek a proper balance between the legitimate interest of such persons to be dealt with fairly and confidentially, and our business needs for information.

Upon submitting a written request, and on a periodic basis, an active employee may review and then obtain a copy of the records which the Company maintains about you as an employee with certain exceptions; such as statistical records in which persons are not individually identifiable. At your request, you may have the opportunity to correct or clarify information in any of the records accessible to you. If the change cannot be made, your statement concerning the information will be included in the record.

Disclosure of your employment record outside the Company which identifies you by name may not be made without your written authorization. The Manager will process any requests received for employment verification. These are typically received whenever an employee has applied for some type of loan. The release of information in this case is usually limited to whether you are employed by the Company, your position, title, and a verification of the rate of pay which you had supplied to the individual making the request.

The Executive Vice President and CEO is the only individual authorized to release any information (beyond employment verifications) concerning both active and inactive employees. Should you receive any inquiries from an outside source regarding any employee, either active or inactive; you should immediately forward them to the Executive Vice President and CEO.

The Company will refrain from supplying outside sources with information other than in writing. The only questions which we will respond to will be that an individual did in fact work for our Company, the dates employed the title or position held, and the nature of your job duties. No one, including the Executive Vice President /CEO has the authority to respond to any inquiry made regarding an employee via telephone conversation or fax. With additional authorization from a previous employee, the Company may provide information concerning a previous employee's job performance.

The Company may need to make certain disclosures regarding you as an employee for law enforcement purposes, but only upon receipt of an administrative summons, subpoena, judicial order, or other legal purposes, or on the advice of counsel.

III. YOUR PAY AND BENEFITS

Salary Administration

Through the salary administration program, CPIC seeks to provide competitive and fair pay relative to our industry and the local labor market while rewarding employees for their performance.

We strive to:

- Be consistent with the overall business objectives of the Company;
- Relate salary to performance;
- Attract, retain, and motivate employees by providing competitive compensation; and
- Allow managers discretion in making salary decisions.

Position Descriptions and Evaluation

A position description outlines the general purpose of your job and its essential responsibilities. A current and accurate position description is necessary to convey expectations and to determine an appropriate salary range for that job.

As an employee, you should maintain a copy of your position description. If you have questions or wish to discuss your position responsibilities, please feel encouraged to ask your Manager.

If the responsibilities of your job change in any significant or meaningful way, you should work with your manager to develop a current position description. To ensure that your position description is up-to-date and accurate, it's a good idea to review it with your Manager every year.

Like any organization, our business needs may change over time. And, it may be necessary to assign new duties or make significant changes to your position description. We appreciate your understanding and continued commitment to Chautauqua Patrons Insurance Company.

Performance Goals

Together with your manager, you may have an opportunity to establish performance goals for your position and for a designated time frame moving forward. These goals are intended to help the Company attain business objectives and support its overall Mission and Vision. By establishing goals, the Company will be able to objectively evaluate and review your performance against the standards for the position and the goals, which have been established.

Performance Review

A written performance review will typically be conducted once a year and will be based on your overall performance in relation to your job responsibilities and performance expectations.

Any decision regarding a possible adjustment to pay rests solely at the discretion of management. Some performance-based criteria for review include, but may not be limited to:

- Your conduct, productivity and quality of your work duties;
- Interpersonal skills and relations;
- The degree to which you attain CPIC goals and objectives;
- Performance relating to other technical requirements of the position;
- Sustained performance and consistency on the job;
- Overall attendance and adherence to work rules.

Employee Recognition Program

In order to recognize our full-time employees for their loyalty and longevity, the Company has instituted the following award levels based upon years of service:

<i>LENGTH OF SERVICE</i>	<i>AWARD VALUE</i>
5 Years	\$ 50
10 Years	\$ 100
15 Years	\$ 150
20 Years	\$ 250
25 Years	\$ 750

Awards are typically presented on or near the anniversary date of employment.

Your Paycheck

All employees are paid bi-weekly on Fridays. Those employees who are eligible for overtime pay will be paid at time and one-half for hours worked that exceed 40 hours in a workweek. If you have any questions regarding the calculation of your paycheck, please ask the Vice President of Finance and Human Resources. In the event a payday should occur on a holiday you will receive your paycheck the day before or the day after, at the discretion of management.

In the event you anticipate being away from the office on a payday, we can hold your check for you until your return, or mail it to you if you choose. If you plan on being away you will need to inform your Supervisor as to how we should handle your paycheck. In the event you do not issue any special instructions we will simply hold the check until your return. Under no condition will your paycheck be released to anyone without receiving prior authorization from the employee.

Direct Deposit

You may participate in our direct deposit program and have all, or a portion, of your paycheck deposited to a standard checking and/or savings account at a bank of your choice.

Through the use of direct deposit, you benefit from all the advantages and conveniences that are associated with such a program. If you elect to have your entire check electronically deposited into your account(s), you will receive a non-negotiable statement which itemizes all of your earnings, taxes, and deductions, and the amount that has been deposited. You may also elect to direct deposit a portion of your paycheck, and receive the balance in a negotiable paper check.

Direct deposit is a voluntary program and is free. You can enroll at any time by simply filling out the authorization form available from the Vice President of Finance and Human Resources.

While we have arranged to make this service available to you, it should be understood that we cannot assume responsibility for errors that occur by the banking institution.

Overtime and Extra Hours (Non-Exempt Employees)

As a Company, we seek to work within the typical work schedule. Yet, business or client circumstances may necessitate the need to ask an employee to work extra hours or time. To the extent practicable, your manager will try to give you as much advance notice as possible so that you can adjust your personal schedule if necessary.

If you are a non-exempt employee and have worked extra hours, you will be paid one and one-half times your correct hourly rate for all hours “worked” in excess of 40 hours in a work week. Extra work in excess of 35 hours in a work week will be paid at your straight time rate until you exceed 40 hours of actual “worked hours” in that work week. Use of a personal day (paid or unpaid), vacation day or holiday which occurs during the work week is not counted towards “hours worked.”

Break Time

Each employee is also allowed one (1) hour for lunch. The lunch period is unpaid and does not count toward hours worked. Your manager will establish and communicate the lunch schedule for your department. Employees are expected to engage in job-related work when not on their lunch break. In the event an employee needs a quick refresh or restroom break, feel free to do so. If an employee expects to be away from their desk for an extended period of time, please seek approval from your supervisor manager. Depending on the reason for and duration of an employees’ absence from their work area or office, the supervisor may require the employee to make up the lost time, take PTO time, or use the time without pay.

With the exception of lunch time, if you need to leave the building for more than fifteen (15) minutes, you should inform and/or email fellow CPIC staff to advise when you are leaving and when you return.

If you are a part-time or temporary employee your manager will inform you if you are eligible for break time. This depends on the number of hours worked in a day.

Employee Benefits

In addition to your compensation, a very important and valuable piece of the Company's total rewards package is your employee benefits. We consider these benefits to be an investment in our staff. Collectively, these benefits would be costly to an individual if he/she were to purchase them on their own. Some of these benefits may require contribution on your part.

Chautauqua Patrons Insurance Company reserves the right at any time, with notice only as required by applicable law or regulation, to modify or discontinue in whole or in part any employee benefit plan, to make the same wholly or partly contributory, to change benefits, to change providers and to otherwise modify or discontinue, with notice only as required by applicable law, in whole or in part the employee benefit package.

The information which follows is not intended to describe the details of these benefits, but only to indicate the general type of benefits which have been arranged for those individuals who meet the eligibility requirements of the particular plans. Specific information regarding these programs will be communicated and/or issued to you upon meeting the eligibility requirements of these plans.

Vacation and Paid Leave

The purpose of these benefits is to provide regular full-time employees, meeting specific eligibility requirements, the opportunity to receive paid time off. The methods used to calculate these benefits are contained in the section titled "Time Away From Work."

Employee Assistance Program (EAP)

CPIC recognizes that life can occasionally pose challenges and difficulties. And too, we recognize that an employee may need to speak in private and in confidence about such matters. To this end, the Company has contracted with Family Service of the Chautauqua Region to provide employees and their family members an Employee Assistance Program.

Participation in the EAP is voluntary, unless mandated by the Company. Participation will not exempt employees from their normal job requirements, nor does it allow exceptions to standard work practices and policies.

The EAP provides employees and their family members assistance with problems such as depression, marital and family issues, grief, drug and alcohol problems, job-related stress, financial difficulties, and other personal or life matters.

Each employee and their family members can receive up to two free counseling sessions with an EAP staff person each year. If the EAP counselor recommends additional services or treatment, the employee is referred to an appropriate health care professional. Employees will be responsible for paying the cost of the additional counseling or health care treatments and services. However, the EAP counselor will strive to make referrals to health care providers covered by our health plan so your out-of-pocket costs are minimized.

All information relating to an employee's EAP participation is strictly confidential. Records are maintained only by the EAP provider and they will not release specific information about an employee's use of the EAP services unless the employee gives their advanced written consent on a mandated referral. Only data related to utilization is provided to the company by the EAP. This data is generic in nature, and no names or other identifying statistics are provided. The data is provided so that the Company can evaluate the EAP's accessibility or utilization. If you need assistance please contact our EAP provider at 716-488-1971.

Health Insurance

All full-time employees are eligible to enroll in the Health Insurance Plan for themselves and their families on the first day of the month following 30 days of employment with the Company. Further details regarding the Plan can be found in the descriptive booklet, which is provided to you upon your full-time employment.

If you do not enroll in the Health Insurance Plan for yourself and your dependents when you are first eligible and later desire coverage, you may be subject to plan restrictions, as permitted by law.

All employees enrolling in the health insurance plan will be responsible for contributing a portion of premium for either single or family plan coverage. This cost will be deducted from your weekly paycheck. Currently the Company pays the largest portion of the total insurance premium for your coverage. Each year the Company will review this benefit, and may determine whether a change will be made to the employer and employee portions of the premium. Health Care deductions are made from your paycheck on a pre-tax basis.

In accordance with COBRA (Consolidated Omnibus Budget Reconciliation Act), you and/or your dependents may have certain rights to extend health care coverage at your expense, and under certain conditions. You (and your dependents if applicable) will be advised of these rights, in writing, after your last day of employment.

Health Insurance Plan Opt-out

Employees who are eligible to participate in the company-sponsored health insurance plan may elect not to enroll in the plan if they have coverage elsewhere. Employees who opt-out, and who otherwise are eligible for family plan coverage would be eligible for an opt-out annual payment of \$3,000. Those who opt-out, and who otherwise are eligible for single plan coverage would be eligible for an opt-out annual payment of \$1,500.

Opt-out payments are made bi-annually after 6 months of opt-out has occurred. Newly-hired employees who elect to opt out will have their payment pro-rated based on their date of hire. Individuals who have opted out of a plan, and then terminate employment prior to year-end are not eligible for any unearned opt-out payment.

In order to receive the reimbursement you must provide written verification that you have coverage elsewhere. The Company reserves the right to confirm this. In addition, periodic verification may be required.

If in the future you find it necessary to re-enter the health insurance plan you could do so but only if there is a “qualifying event” such as:

- You are no longer eligible for coverage by the plan you were covered by as a result of: your parent or spouse no longer being eligible for coverage due to loss of employment, reduction in hours, death of a spouse, divorce, or having attained an age which the other plan does not provide coverage for, or cancellation of coverage by the Company.

In order to re-enter our Plan you would need to complete the required form indicating the reason for re-entry.

Health Savings Account

A Health Savings Accounts (HSA) is a way to secure affordable health coverage for you and your family, along with additional tax benefits. Flexible and simple to use, an HSA plan empowers you to make decisions relating to your health and your finances.

An HSA can sometimes make it easier to afford your deductible on your HSA qualified High Deductible Health Plan because you can cover your deductible (and other applicable expenses) with funds from your HSA.

The balance in your HSA rolls over year- to-year. Those dollars continue to be invested and continue to be available for medical expenses, even in retirement.

To participate in an HSA, you must be enrolled in an HSA qualified high-deductible health plan (HDHP). In addition, you cannot be covered by another insurance plan that provides coverage for benefits covered by the HDHP.

Also, in order to participate in an HSA, you cannot:

- Be enrolled in Medicare
- Be a dependent on another person's tax return.

For additional information regarding enrolling in this Plan, please contact the Vice President of Finance and Human Resources.

Short Term Disability (New York State D.B.L.)

Short-term disability insurance is designed to provide income for you when you are absent from work for more than seven calendar days (the waiting period) for an off-the-job illness or injury.

The benefits which this plan pays are calculated at 50% of a claimant's average weekly wage, but no more than the maximum benefit allowed, currently \$170 per week. Benefits are paid for a maximum of 26 weeks of disability during 52 consecutive weeks.

New York State Paid Family Leave Act

Starting January 1, 2018, the New York State Paid Family Leave Program becomes effective. It provides employees paid leave for the following: a) to bond with a new child; b) care for a loved one with a serious health condition; or c) to help relieve family pressures when someone is called to active military service. This program phases in over four years. If you have questions, contact the Vice President of Finance and Human Resources for more information.

Supplemental Short-term Disability Income

In order to alleviate a loss of income that occurs when one is out on disability, the Company offers supplemental short-term disability insurance. This program is available to eligible regular full-time employees, and provides additional income protection during the first 12 weeks of a disability.

All types of disabilities are covered under this plan as long as you are eligible, and remain eligible, for short term disability payments.

The program provides a total of 66 2/3% of one's weekly income to a maximum of \$800 per week in coordination with the New York DBL benefits outlined above. You will become eligible for these payments after you have been out on disability for eight (8) continuous days. Benefits are payable for a maximum of 12 weeks per disability.

Once a person begins receiving benefits, and then temporarily recovers from the disability, and then becomes disabled again due to the same or related condition, the claimant may not have to begin a new elimination period of 8 days.

Once a person satisfies the elimination period, a period of temporary recovery is one's return to work for less than 90 days for each period of temporary recovery. If recovery lasts longer than 90 days and the claimant becomes disabled again, s/he will have to begin a new elimination period.

Individuals with remaining balances in our previous Sick Day Bank program will be able to use these balances to make up the difference, if any, between the benefit paid by the Supplemental Short Term Disability program and their full pay. The Sick Day Bank program has been discontinued and once any remaining balance is used there will be no additions to the Sick Day Bank. Any unused Sick Bank time is not paid at the time of termination. The Company determines the

premium for this plan.

Long-term Disability Insurance

This plan presently provides protection from loss of income in the event of a long-term disability which prevents you from working. You become eligible for this plan if you are a regular full-time employee. Part-time employees are excluded from enrolling in this program. The plan presently will pay 66 2/3% of your basic monthly earnings if you are eligible for benefits under the Federal Social Security Act. The maximum monthly benefit can never exceed \$10,000. If eligible, benefits would begin to be paid after you have been disabled for 90 days. Benefits from this plan are reduced by any amount that you are eligible to receive under Worker's Compensation Law, occupational disease law, any other law or act of like intent, benefits you are eligible to receive under any other group insurance plan, any other government retirement system as a result of your job with your employer, the amount of disability benefits and/or retirement benefits you receive under your employers retirement plan, or the amount of disability or retirement benefits under the United States Social Security Act. The amount of the monthly benefit paid to eligible participants from the Plan will be adjusted annually due to a cost-of-living adjustment (C.O.L.A.) clause contained in the policy.

The Company will determine the individual premium for this plan. The premium is deducted from your paycheck on an after-tax basis. Should you become disabled the benefit amount will be paid to you on a tax-free basis.

For further information regarding this Plan, feel encouraged to ask the Vice President of Finance and Human Resources, or see the summary plan description.

Life Insurance and Accidental Death & Dismemberment

As a full-time employee of Chautauqua Patrons Insurance Company you are eligible for this coverage on the first of the month following 30 days of continuous employment. This plan provides protection for your family in the event of your death. The amount of insurance that you are eligible for is determined by a formula. The current formula is 2x your basic annual earnings, rounded to the next higher \$100. The maximum amount of coverage one can receive is \$300,000. This plan also contains an accidental death and dismemberment provision. The premium payments associated with this plan are made on your behalf by the Company.

The Internal Revenue Service (IRS) requires that if the amount of Group Life Insurance provided to you exceeds \$50,000, the cost of the premium for the excess must be included in your gross income. As a result, the Company must comply and will include these amounts in your annual W-2 statements.

Dependent Life Coverage

The Company also provides employees with dependent life insurance for a spouse in the amount of \$10,000. This benefit amount remains at this level regardless of any change in pay. In addition, dependent children, as defined by the plan, are provided with life insurance in the following amounts.

<i>Age of Dependent</i>	<i>Life Insurance Amount</i>
Live birth through 6 months	\$250
6 months old to age 19, or full time students under age 25	\$1,000

You become eligible for this coverage at the same time you become eligible for the Life Insurance & AD&D coverage. The premiums associated with this dependent life program are paid for by the Company.

In addition to the above mentioned programs, you may also purchase additional life insurance and accidental death and dismemberment coverage. Details on these programs may be found on the employee website and viewing the Summary Plan Description or by obtaining a copy from management. The premiums associated with this program are the responsibility of the employee and can be paid through payroll deduction.

Social Security

Social Security offers financial security for you and your dependents. This federally established program is funded by contributions made by both you and the Company. Your contribution amount is reflected on your pay statement.

Workers' Compensation

The Company provides, at its expense, workers' compensation insurance. If you become hurt or ill as a direct result of your job, workers' compensation insurance will provide a weekly cash benefit and the provision of necessary medical care for yourself, as determined by the Workers' Compensation Board. The amount of the benefit depends on your wage history. The claim forms necessary to file a claim are processed by the Company.

If you are injured on the job, no matter how slight, report the incident immediately to your manager. We ask for your assistance in alerting us to any potential or unsafe condition which could lead to or contribute to an employee accident.

Travel Accident Insurance

This plan presently provides insurance coverage when you are traveling on authorized Company business. The plan pays a minimum of \$250,000 for a full-time employee if death occurs while traveling on Company business. The minimum benefit for a part-time employee is \$100,000 if death occurs while traveling on Company business.

Retirement 401(k) Plan

The purpose of this plan is to reward employees for loyal service by providing them with retirement benefits. Subject to the terms and conditions of the applicable provisions of the Plan documents, you are eligible to participate in this tax deferred optional retirement savings program if you have one year of entry service and you are age 21 or older. You earn a year of entry service at the end of a service period in which you have 1,000 or more hours of service. Currently, Chautauqua Patrons Insurance Company contributes an amount equal to 5% of your salary whether you contribute or not.

If you do contribute (referred to as salary deferrals), the Company will make a matching contribution equal to 50% of your salary deferrals up to 10% of your compensation.

The profit sharing contribution is discretionary, with the amount (if any) being determined by the Company each year. Any profit sharing contribution will be “allocated” or divided among participants eligible to share in the contribution for the Plan Year. The formula for allocating the profit sharing contribution can be found in the Plan’s Summary Plan Description.

For Salary Deferrals, matching contributions, and profit sharing contributions, your entry date is the first day of the quarter following your one-year full-time anniversary and you have met all other eligibility requirements.

Vesting

Vesting means ownership. The money you contribute, adjusted for any investment gain or loss, is always 100 percent vested. That means this money is always 100 percent yours.

Your vested percentage for the Employer Contribution in your accrued benefit is determined under the following schedule and is based on your vesting years of service. You will always be 100% vested upon your Normal Retirement Date.

<i>Vesting Schedule</i>	
<i>Years of Service</i>	<i>Percentage</i>
<i>1</i>	<i>20%</i>
<i>2</i>	<i>40%</i>
<i>3</i>	<i>60%</i>
<i>4</i>	<i>80%</i>
<i>5</i>	<i>100%</i>

Statement of ERISA Rights

As a participant in any of the Benefit Plans, you are entitled to certain rights and protections under the Employee Retirement Income Security Act. ERISA provides that Plan participants are entitled to the following:

1. Examine, without charge, at the Plan Administrators office all plan documents and copies of all documents filed by the Plan with the U.S. Department of Labor.
2. Obtain copies of Plan documents and other Plan information upon written request to the Plan Administrator, who may charge for copies.

In addition to creating rights for Plan participants, ERISA imposes duties on the people responsible for the operation of the Plan. They are called “fiduciaries”. They have a duty to do so prudently and in the interest of participants and beneficiaries. No one, including a participant’s employer, may fire you or discriminate against you in any way to prevent you from obtaining a benefit or exercising your rights under ERISA. If your claim or a benefit is denied in whole or in part, you must receive a written explanation of the reason. You have the right to have the Plan Administrator review and reconsider your claim.

Under ERISA, there are steps you can take to enforce the above rights. If you request materials from the Plan and do not receive them within 30 days, you may file a suit in Federal Court. In such a case, the court may require the Plan Administrator to provide the materials and pay up to \$100 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 that is denied or ignored, in whole or in part, you may file a suit in a State or Federal Court. If 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 file a suit in Federal Court. The court will decide on who should pay court costs and legal fees. If you lose, the court may order you to pay these costs and fees if, for example it finds your claim are frivolous.

If you have any questions about this statement or about your rights under ERISA, you should contact the nearest office of the Pension and Welfare Benefits Administration, U.S. Department of Labor listed in your telephone directory or the Division of Technical Assistance and Inquiries, Pension and Welfare Benefits Administration, U.S. Department of Labor, 200 Constitution Avenue, N.W. Washington D.C. 20210.

Claims Procedure – ERISA

Claims for benefits that are insured will be reviewed in accordance with procedures contained in the insurance policies. All other general claims or requests should be directed to the Plan Administrator. Any claim shall be made by submitting a written application to the Plan Administrator no later than sixty (60) days after the scheduled payment of benefits. Upon receipt of a claim, the Plan Administrator shall notify the claimant of the time periods within which a decision will be made by the Plan Administrator and the time within which you must appeal a decision of the Plan Administrator. Within ninety (90) days after the receipt of the claim, the Plan Administrator will reach a decision and notify the claimant. Any person whose claim for payment of premiums under the Plan is denied will be advised in writing by the Plan Administrator of the denial and the reasons therefore including references to specific Plan provisions. If any additional information or material is required to perfect a claim, the claimant will be so advised. The time for processing the claim may be extended for an additional ninety (90) days by the Plan Administrator providing written notice of such extension is given to the claimant. If the claimant is not notified of the decision of the Plan Administrator within ninety (90) days, (or 180 days if the determination period is extended) the claim shall be deemed denied. In the event that a claim is denied in whole or in part, the claimant shall be informed of the procedures to be followed to appeal the decision.

Any person whose claim has been denied may file a written appeal with the Plan Administrator within ninety (90) days after the claim is deemed denied. The claimant or their authorized representative may review any pertinent documents and submit any issues or comments to the Plan Administrator. The claimant and/or their authorized representative shall be afforded an opportunity to meet with the Plan Administrator for a full and fair review of the claim and the Plan Administrator's decision. The decision of the Plan Administrator on appeal will normally be made within sixty (60) days of its receipt of a written appeal. The time for rendering a decision may be extended for an additional sixty (60) days because of special circumstances by the Plan Administrator, providing written notice of such extension to the claimant. The claimant shall be notified in writing of the decision of the Plan Administrator and the reasons therefore including references to specific Plan provisions. If the claimant is not notified of the decision within sixty (60) days (120 days under special circumstances) then the claim shall be deemed denied on appeal.

NOTICE

For detailed information as to the nature, availability and/or your eligibility for any employee benefit as described herein, you should contact the Vice President of Finance and Human Resources. All matters relating to employee benefits are subject to the provisions of the official Plan documents and contracts.

IV. TIME AWAY FROM WORK

Vacation Allowance

CPIC recognizes that time away from work in the form of vacation time can serve as an opportunity to refresh ourselves and return to work with a new outlook. Vacation time is granted to all regular full-time employees who work at least 35 hours per week according to the following schedule:

SCHEDULE

Continuous Employment	Allowance
Completed 1 st year; and up to 3 years	5 days
Completed 3 rd year; and up to 5 years	10 days
Completed 5 th year; and up to 15 years	15 days
Completed 15 th year; and beyond	20 days

No vacation days are earned during your first year of employment with the Company. Upon reaching your first anniversary date, you will be granted a pro-rated number of vacation days (rounded to the nearest half-day) to be used until the end of the calendar year. On January 1st of the following year, you would receive your full five-day vacation allowance.

For example, if you were hired on July 1, 2015, you would receive 2.5 vacation days on July 1, 2016 to be used for the remainder of the calendar year; after which you would receive your full 5-day allotment on January 1, 2017.

As you reach each additional service threshold resulting in a vacation allowance increase, you will again be given pro-rated days from your anniversary date through the remainder of that calendar year; and then be upgraded to your new level effective the start of the next calendar year on January 1.

Requests for vacation must be submitted to your manager at least twenty (20) days in advance. In situations where there are conflicting vacation requests, approval will be based first and foremost on business and/or client needs including the need for adequate coverage; and secondarily on length of service, and the discretion of management. No more than two (2) weeks at a time will be approved for vacation unless your manager approves extenuating circumstances.

If you wish to take vacation time in a period of less than one (1) week, or in a week other than your original request, you must submit your new request in writing to your immediate manager for approval. All requests for changes in your vacation schedule must be made at least 24 hours in advance.

In the event you should leave the Company and then return, your past service will not be taken into consideration with regard to your vacation allowance. An exception to this would be individuals who retire from the Company with a minimum of 10 years of service and are at least age 62. These individuals that return to work for our Company would be entitled to a pro-rated vacation allowance based on the hours they work in relation to the hours worked by a full-time employee.

Paid Time Off (PTO)

The Company permits full-time employees twelve (12) days off with pay each year, to be used for sickness, or personal matters. Employees beginning after the first of January will have the days prorated to year-end.

Two (2) PTO days can be used in one (1) hour increments. Additionally, five (5) PTO days can be used in half-day increments. Half-days run from 8 a.m. to 11:30 a.m. or 12:30 p.m. to 4:00 p.m.

Paid time off should be requested as soon as possible; preferably at least one (1) week in advance. Sickness should be reported as soon as possible. Approval of PTO will be based on order of request and on seniority. Typically, no more than six (6) employees can be off on the same day. Yet, the total number of employees permitted off at any time is at the sole discretion of management. Each Department must have sufficient coverage every day.

Unused paid time off is not paid to terminating employees, and cannot be carried over to subsequent years or cashed out.

Flu Season PTO

In consideration of the flu season, which typically occurs in the fall and winter, the Company has enacted a practice to help create an office environment that is as “sickness-free” as possible. To this effect, any employee who does not have PTO time left at the end of the year, may borrow limited PTO from the upcoming year. In doing so a sick employee can stay home, get better, and not expose others in the office to their sickness.

Therefore, if you feel you should not be working due to flu or other contagious illness, stay at home. You must still call your manager to notify them of your absence, and your PTO allowance will be adjusted accordingly. No employee may abuse or take advantage of this policy. Doing so may result in disciplinary action.

Paid Time-off Deadline

Any current year’s Paid Time Off must be taken on or by December 31. The Company does not allow any year-to-year carry over of PTO time unless business conditions dictate otherwise, and you receive prior management approval.

Should a disability prevent you from utilizing all of your PTO allowance, you will be eligible to use the remaining portion upon your return from disability if you return within the same calendar year that your disability occurred; or you may choose to be paid for it while you are on disability. An employee out on disability will also be able to earn a full PTO allowance in the following year if they have been out for less than five (5) months. After the fifth month of absence, two twelfths of the following years’ allowance is subtracted. An additional two-twelfths is subtracted after each additional month absent so that no additional PTO allowance is earned if the individual has been out six (6) months.

Vacation Payout upon Termination of Employment

You must work at least one (1) week into the calendar year to be eligible for any of that year's vacation time.

Vacation pay received at the time of separation will apply to the period immediately following your separation from employment.

Holidays

The Company currently observes and provides thirteen (13) paid holidays to regular full-time and part-time employees:

New Year's Day	Veterans Day
Presidents' Day	Thanksgiving
Good Friday	Day after Thanksgiving
Memorial Day	Christmas Eve
Independence Day	Christmas
Labor Day	New Year's Eve
Columbus Day	

The Holiday is paid at your straight-time hourly rate for all hours you would have normally been scheduled that day. If a Holiday falls during the weekend, the Holiday may be observed on the day before or the day after the weekend at the discretion of management. In order to be paid for a Holiday you must be at work the entire day or on paid vacation the day before and the day after the Holiday. If a Holiday falls during your vacation you will be paid for the Holiday and will not have a vacation day counted as being used. Holidays occurring during an absence due to illness or injury will not be paid.

Part-time employees will receive holiday pay providing the holiday occurs on an employee's regularly scheduled workday; and will be for the number of hours the employee would regularly be scheduled to work.

Pay in lieu of Holidays will not be granted, unless due to special circumstances the Company requires you to work.

Bereavement Time

In the event of a death in your immediate family, paid time off for up to three (3) days may be granted. The immediate family includes your spouse, parents, children, step-children, grandchildren, brothers, sisters, brothers-in-law, sisters-in-law, spouse's parents and grandparents. Immediate family may also include other legal dependents if they reside in the same household as the employee.

CPIC allows one (1) day of bereavement pay for attending the funeral of your or your spouse's aunt or uncle, first cousin, nephew or niece. The Company recognizes that there may be other people in your life whose funeral you would attend. In the event you need time-off to mourn the loss of a friend or relative not covered by this policy, you may do so by using PTO time if available. Be certain to obtain approval from your manager prior to taking the time off.

Military Service Leave

In accordance with the provisions of the Uniformed Services Employment and Reemployment Rights Act (USERRA) of 1994 the following procedures concerning the granting of a military service leave will apply.

If you are a member of a military reserve group, such as the National Guard, or another branch of the U.S. Armed Forces, and are required to be absent from work to participate in training activities, temporary emergency duty, or are called to active duty, a leave will be available to you.

Upon your return from duty you will have an "unqualified" right to reemployment if you had been released under honorable conditions and you previously provided us with advance notification of your leave. Failure to provide advance notification would not automatically deny you your reemployment rights, as long as this failure did not result in any harm to the Company. In addition you retain this "unqualified" right as long as the length of your service leave does not exceed five years. This limitation excludes statutorily mandated National Guard and reserve training requirements, as well as service performed on active duty during periods of national emergency or war.

Unless you were injured or disabled during your military leave, you must apply for reemployment as follows:

- If your military service leave was for less than thirty-one (31) days you are required to report for your next scheduled workday, but will be allowed a “reasonable” time to arrive home, rest, and travel to work.
- If your military service leave was between thirty-one (31) and 180 days, you are required to report for work no later than fourteen (14) days following your completion of service.
- If your military service leave was in excess of 180 days you are required to submit an application for reemployment no later than ninety (90) days following your completion of service.

In general, the position to which you are entitled to will be based on the following:

- **Military service up to 90 days** – You will be placed in the position you would have attained had you remained continuously employed. This “escalator” position would also depend on what has happened to the employment situation in your absence, and could include the same position, or a higher, lower, or lateral position; or even layoff or termination status.

If upon your return you are not qualified to perform in a higher position after “reasonable efforts” to qualify you, the position you held prior to taking your military service leave will be offered.

- **Military service of 91 days or more** – You may be placed in the “escalator” position or a position of like seniority, status and pay. If you do not qualify for this “escalator” position for any reason other than a service-related disability, you will be placed in a lesser position for which you are qualified, but would still retain full Company seniority for all purposes.

Although not required by the Act, during your military service leave your salary will continue for a maximum of two weeks. If you wish, you could also use any accrued unused vacation time you may have in order to cover any unpaid periods.

Any employer-sponsored benefit plan you may be participating in (excluding health care) will continue for a period of not more than thirty (30) days, as long as you continue to pay your required share of any premium payments you were making prior to taking the leave.

Although employees who enter the service receive military health benefits, you may also want to continue your Company-sponsored health coverage. You could continue coverage for yourself and your eligible dependents for up to eighteen (18) months. If you elect the COBRA coverage you would be required to pay 102 percent of the premium for a military service leave in excess of thirty (30) days. If you serve less than thirty-one (31) days you will not be charged more than the active employee share of the premium, if any. Upon reemployment, you will be entitled to health insurance benefits as if your employment had not been interrupted; there will be no lapse in coverage, no waiting period, and no exclusion for preexisting conditions for either yourself or your dependents.

This military leave would also be counted as service for purposes of your retirement plan benefits. Therefore, pension plan accrual and vesting would continue during your military service and there would be no break in service. No forfeiture of benefits which you may have already accrued, and there would be no need for you to re-qualify for participation in the pension plan by reason of this absence. Upon return from your service leave we would make any contributions to the pension plan that we would have made had you not been absent for military service.

Jury and Witness Duty

Jury service is a civic responsibility. If you are called for jury duty, all of your benefits continue during the period you are required to be away from work. The Company will not withhold any jury "fee" for the first three (3) days of jury duty. Withholding of wages after three days, in accordance with the law shall not be deemed a penalty.

After the initial 3-day period, Chautauqua Patrons Insurance Company will pay you the difference between the wages you would ordinarily have received for working and the amount paid to you in jury fees for a total period of up to 20 days inclusive.

If you are dismissed early from jury duty, and have at least ½ of a normal scheduled work shift, or three hours remaining, whichever is greater, you are expected to report to work for the remainder of the scheduled shift. In the event you should be required to serve on a jury which requires an extended absence, the maximum time which your salary could continue would be twenty (20) consecutive days. At that time, although your benefits would continue, you would be responsible for making any premium payments which may be due. In the event this is necessary you would be advised as to the amount of the payment

and when the payments are due.

Break Time for Nursing Mothers

The Company provides break time for nursing mothers to express breast milk for up to three years following childbirth. We will provide a “reasonable unpaid” break time (typically at least 20 minutes) or permit you to use paid break or meal time each day to express breast milk. In most instances, this unpaid break time may be once every three hours if requested by the employee.

In addition, we will make every effort to provide a room or other location near your work area where you can express milk in privacy.

Donating Blood

As a Company, we support our employees in their efforts to become involved in various community volunteer programs. An important program is the donation of blood. In support of this program, employees seeking to donate blood will be provided a paid leave of absence of up to three (3) hours to donate blood. If you wish to donate blood you must first notify and receive permission from your manager.

CPIC, at its discretion may as an alternative offer the following options in compliance with NY Labor Law 202-j

- a) Offer two opportunities per employee in a calendar year to donate blood on paid company time at a Company-sponsored blood drive on/or nearby the premises, without the use of vacation, sick or other existing leave accrual options.
- b) The Company may permit at its discretion more generous leave periods for donation of blood in preparation of surgery on the employee or an employee’s family member.

Religious Observance

As a Company, we recognize that some employees may wish to observe, as periods of worship or commemoration, certain days which are not included in our holiday schedule.

Accordingly, should you desire to take a day off for such reasons, you may be permitted to do so, upon giving prior notice to your manager, and provided that your absence from work does not result in any undue hardship on the conduct of the Company's business. You may use time derived from any of the programs discussed in the handbook (i.e. vacation or Personal Time Off); or you can take such time off as an unpaid excused absence, with your manager's approval.

Spousal Leave

Any employee is eligible for up to three (3) days of spousal leave at the time of a spouse's admission for delivery or physical adoption. This would allow you time to make arrangements for the care of any other children or other matters connected with the delivery or adoption.

Volunteerism

Volunteering one's time and service in our communities is an American tradition. Our society relies heavily on the voluntary donation of time, talent, and money by its citizens to maintain its network of community services and institutions. At the very heart of the purpose an insurance company is the function of helping citizens and businesses recover from adverse circumstances. It is a logical outgrowth of our core purpose to extend our corporate nature to helping people and institutions in many other ways. Our Company believes that employee volunteerism is an important means for achieving positive individual, community, and corporate goals. This reaches well beyond the contractual offer to assist in the recovery from accidents, bad weather and fires. Therefore, our Company officially supports a variety of programs that directly help our local communities both through financial contributions and involvement by employees, both as volunteers and as individual donors of time and money.

Please feel encouraged to discuss with your manager or the Executive Vice President/CEO your intentions relating to volunteerism.

V. WORKING TOGETHER

Employee Relations Policy Statement

As a Company, we strive to treat our employees fairly and equitably. In order to help us realize this goal, CPIC offers a formal process and procedure for resolving workplace problems.

In essence, we seek to maintain a positive working environment and to encourage communication between you and management.

Problem Resolution

We recognize that disagreements in the workplace can occur. If you feel that you are unable to resolve a workplace matter to your satisfaction, you have an “open door” to management to address your complaint without fear of retaliation.

The process for resolving any situation typically starts with your manager, and can proceed up to the Executive Vice President/CEO if necessary.

Typically, the first step you should take is to discuss your concerns directly with your manager. If you are not satisfied with the results, or feel that you cannot discuss the issue directly with your manager, you may discuss it with another manager or the Executive Vice President and CEO. No retaliatory action against an employee who brings a problem to the attention of management shall be permitted or tolerated by the Company.

As part of this process, you might prefer to place your concerns in writing and deliver or send it to the individual whom you wish to have it reviewed by. S/he in turn will arrange to meet with you personally in an attempt to resolve the situation. If a satisfactory agreement cannot be reached, you may then ask that it be reviewed by the next level of management. If necessary, the situation may be reviewed by the Executive Vice President and CEO, and you will have the opportunity to have a meeting and express your concerns. Upon review of the situation at this level, you will be notified of the resolution. The decision of the Executive Vice President/CEO shall be final.

Chautauqua Patrons Insurance Company strives to maintain a positive employee relations climate in which integrity, trust and respect for each individual is evident. It has always been the Company's policy to maintain free and open exchange of information, ideas and concerns.

If there are disagreements or problems, it is important that these be resolved promptly. Sometimes, issues are resolved in the normal course of day-to-day work relationships.

To this effect, we hope you will help us carry out Company policies and procedures. If you have any problems or questions, we encourage you to give us the opportunity to resolve it.

Appearance and Dress Code

A professional, businesslike appearance is important in projecting a favorable image to our agents, insured, and to one another. The purpose of our dress code is to foster an atmosphere of mutual respect for individual dress styles and preferences, as well as to project a proper business image.

The following items are considered unacceptable at anytime in our workplace:

- Cut-offs, short-shorts, minis, or spandex.
- Halter tops, or tank tops of any kind.
- Bare midriffs or see-throughs.
- Flip-flops or beach sandals.
- Clothing that is ripped, tattered or torn.

Occasionally, the Company will designate certain days as "dress-down days." On these days, employees are permitted to wear more casual attire. However, this does not mean that anything goes, nor does it mean that one may dress sloppily. Acceptable attire for dress-down days for both women and men are as follows:

- Jeans, or other casual pants (not ripped, torn, frayed)
- Shorts (no more than 4 inches above the knee)
- Sweatshirts, t-shirts, sport shirts, etc.
- Clean sneakers, sandals or other casual shoes.

A person's hair should be clean, combed, and neatly trimmed or styled. This would also include sideburns, mustaches, or beards. Hairstyles of an extreme nature (i.e., style, color, length, etc) are not allowed. Likewise, if someone uses colognes, perfume or other body washes/scents, these should be used in moderation.

If an individual reports to work improperly dressed or groomed (in violation of the CPIC dress code), the manager may instruct that individual to return home to change clothes, or take other appropriate action. An employee who is sent home will not be paid during such time away from work. If you are not sure about what is acceptable clothing or dress, it is better to ask your manager beforehand.

Should you find that another individual's dress or appearance is offensive for our work environment, we ask that you discuss the matter with your Manager, and not directly with the individual. Management will decide how best to deal with the situation.

Maintenance of Work Area and Personal Belongings

Your work area should be maintained in a neat and orderly manner. At the end of your workday, files and/or work in progress should be re-filed or put under cover. All equipment should be turned off and covered to protect against dust and dirt, or smoke and/or water in the event of a fire.

Respecting Other Co-workers and Colleagues

CPIC is a service organization, and we rely on consistent and steady performance of all of our team members. Unnecessary or non-work related interruptions and activities can interfere with performance causing missed deadlines or compromised work quality.

To assure an environment that is conducive to maximum performance and reflects respect for your co-workers, please conduct yourself according to the following guidelines:

- Try not to interrupt others while they are working. Be considerate by scheduling meeting time with others, or asking permission if something is urgent.
- Keep phone conversations to the minimum time necessary to accomplish your business.
- Be prompt for meetings and appointments.
- Do not prolong meetings unnecessarily.
- Discuss any non-business items on breaks or at lunch.
- Respect a closed door.
- Let someone know your whereabouts if business takes you away from your desk.
- Return files when you are finished with them.
- Be cheerful and pleasant in your interactions with others.
- Refrain from making distracting noises or comments.
- Dress business-like and conservatively.
- Any background music should be kept at a low volume.

We appreciate your efforts to help maintain a pleasant working environment.

Personal Telephone Calls/Mail

The Company telephones are for business use, and these lines must be kept open. You are asked to keep your personal calls to an absolute minimum. Personal calls received should only be from family members and as a result of an important or emergency situation. If you must make a personal phone call, we ask that you do so during non-work periods such as a lunch or other approved break time. Under no circumstances should you make or charge long distance calls to the Company, unless it is work related or approved by your Manager. If approved, these calls will be billed directly to you.

The Company fax machine is for business use only. Any personal use of the fax machine is prohibited unless approved by the Executive Vice President/CEO.

Your personal mail should not be sent to the office. Company letterhead is to be used for business only and not for any personal purposes. Use of Company postage for personal use is strictly prohibited.

Cell Phone Use

While in the office please be certain to have your personal cell phone turned to vibrate. The use of your personal cell phone is restricted to emergency use only. If you find it necessary to use your cell phone for an emergency during the day you are to advise your Manager to the extent practicable. The use of cell phones to receive or send non-emergency phone calls, text messages, video messages or other communications during work hours is prohibited.

Travel/Cell Phone Safety

Certain employees may be assigned the use of cellular phones due to the nature of their position. These phones are intended to be used primarily for business purposes, such as staying in contact with Agents, Insured, and co-workers while they are out of the office.

Should an employee need to make a cellular phone call while traveling, the employee is to find an appropriate parking area first. Stopping on the side of the road is not acceptable. The only exception would be in the case of a genuine emergency, such as an accident or car breakdown.

Employees with Company-provided cellular phones have been provided with either hands-free systems or other accessories, such as voice activation devices or speaker or ear piece attachments.

Employees with these may engage in brief calls but must park when road conditions are poor, traffic is heavy, or the conversation is involved. Should you receive a call at an inconvenient time (e.g., busy traffic), you are to let the call go to your voice mailbox.

In addition to proper and safe cellular phone use while driving, employees should remember that while traveling on CPIC business, they are expected to follow posted speed limits, practice defensive driving techniques, wear seatbelts, and take a sufficient number of breaks so that they remain alert. The Company also expects its employees to be properly licensed and reserves the right to request that employees present a current license for inspection. The Company also reserves the right to run an MVR (Motor Vehicle Report) periodically on all Company car custodians, or individuals that may periodically need to use a Company car.

Statements to the Press

All communications to the press, television, and/or radio are to be handled by the Executive Vice President/CEO. No statement which in any way involves the Company, our Agents, Insureds, or its internal procedures may be given out by any employee to media representatives without prior clearance from the Executive Vice President/CEO.

Business Ethics and Practices

As a Company, we are committed to maintaining the highest standards in the conduct of our business. Thus, it is important that all stakeholders (employees, agents, insured, suppliers, community) view our Company as an ethical business organization. As an employee you should report any incident or act that may reflect poorly on the Company's image, or be in violation of this policy.

The Board of Directors has adopted a Business Code of Conduct which is distributed to each employee. Employees are required to read and sign an acknowledgement form annually.

If you believe that actions have taken place, may be taking place, or may be about to take place that violates or would violate this code, you must bring the matter to the attention of the Company. You are encouraged to talk to your Manager about observed or unethical behavior and when in doubt about the best course of action in a particular situation.

You may communicate any violations of this Code either anonymously or by name to your Manager, the Executive Vice President/CEO or the Chairman of the Board of Directors either in writing, by e-mail, or by phone.

Violent Crime Control Act

The Violent Crime Control Act of 1994 created Federal criminal and civil provisions directed at individuals who defraud insurance companies, policyholders and state insurance regulators. The law made it a criminal offense to:

- a) Willfully file a false financial statement with insurance regulators.
- b) Misappropriate or embezzle money from a producer or an insurer; or
- c) Willfully permit any person who has been convicted of any criminal felony involving dishonesty or a breach of trust to be allowed by an insurer to be appointed as an agent or an insurer.

Of particular interest to insurance companies is a section of the Act which prohibits anyone convicted of a felony involving dishonesty or a breach of trust from engaging in the insurance business.

In compliance with this Act, each employee is required to complete a form regarding specific types of convictions. To maintain confidentiality of the information, these forms will be maintained in a file separate from your personnel file, and may only be reviewed or accessed by the Executive Vice President/CEO.

Computer Systems and Internet Access

Chautauqua Patrons Insurance Company (CPIC) provides its employees with access to a wide variety of computer hardware and software applications. These applications represent a considerable commitment of Company resources. Also, the Company recognizes that the Internet is a worldwide network of computers that contains billions of pages of information. Users are cautioned that many of these pages include offensive, sexually explicit, and inappropriate material. Even innocuous search requests can lead to sites with highly offensive content. Additionally, having an e-mail address on the Internet may lead to receipt of unsolicited e-mail containing offensive content. Users accessing the Internet do so at their own risk and Chautauqua Patrons Insurance Company is not responsible for material viewed or downloaded by users from the Internet.

Under licensing and other contractual arrangements with computer hardware/software vendors, our Company is required to protect and hold confidential the proprietary interests and trade secrets related to the software which we are authorized to use in the operation of our business. As a company we are also concerned that our property rights in the data processing environment which we ourselves develop for our own use will also be protected from such disclosure. Employees having access to our data processing systems and software will be required to sign a non-disclosure agreement. This agreement stipulates that as an employee you will keep confidential and will not communicate without the express authority of the Company any and all information relating to the design, architecture, flowcharts, source code and documentation; including any reproductions or re-creations thereof, relating to any and all computer software products which the Company has, or is in the process of developing, acquiring, or licensing from third parties. Employees are advised that such information is confidential and constitutes a trade secret, as the law defines that term.

POLICY

The following information outlines both expectations and guidance for the use of the Company's computer systems and the protection of data residing in its networks. Employees who have questions should immediately contact their manager or the Systems Administrator.

USE

Chautauqua Patrons Insurance Company computer systems are to be used primarily to conduct the business affairs of CPIC. Ability to access computing resources does not, by itself, imply authorization to do so. Users are responsible for ascertaining what authorizations are necessary and for obtaining them before proceeding.

The Company permits authorized employees who seek approval from their manager or the Executive Vice President/CEO, to use computer services for personal use on their own personal time (breaks and lunch periods; or with permission before/after working hours) and without expense to the Company, so long as, in CPIC's judgment, that use does not: 1) interfere in anyway with the performance of the individual's work or the work of any other employee; 2) involve prohibited activity; 3) Consume systems resources or storage capacity on an ongoing basis; or 4) Involve large file transfers or otherwise deplete system resources available for business purposes. Employees must understand that use of any of the systems for personal matters is a privilege, which the Company may revoke at any time.

A. Asset Protection

Any individual using CPIC systems must ensure that no personal correspondence appears to be an official communication of the Company. All information transmitted must be accurate, appropriate, concise and factual. Confidential information belonging to Chautauqua Patrons Insurance Company and its agents and insured must be protected. Any information that is the property of another person or Company must not be duplicated or distributed without the express, written consent of an authorized representative of that person or Company.

B. Electronic Mail

The contents of e-mail can be a reflection of the Company, and employees are not to include anything in an e-mail message that would not be part of a written business letter or memorandum. Employees should assume that any e-mail sent can be viewed by parties other than the intended recipient, that it is still possible to recreate an erased message, and that messages sent outside the Company's network might be accessed by individuals other than the person intended.

C. Inappropriate or Offensive Use

All individuals are strictly forbidden from using the Company's Internet facilities and computing resources to deliberately and/or knowingly:

- a) Violate laws and regulations of the United States or any other nation, or the laws and regulations of any state, city, province or other local jurisdiction in any material way;
- b) Work on behalf of organizations without any professional or business affiliation with CPIC;
- c) Display, archive, store, distribute, edit and/or record any kind of image or document that may reasonably be considered offensive, obscene, or defamatory to any individual. This would include, but is not limited to, sexual comments or images, racial slurs, gender-specific comments or any comments that would offend someone on the basis of his/her race, age, sexual orientation, religious or political beliefs, national origin, disability, or other class protected by law;
- d) Propagate any virus, worm, Trojan horse, or trap door program code;
- e) Disable or overload any computer system or network or to circumvent any system intended to protect the privacy or security of another user;
- f) Monitor or intercept the files or electronic communications of employees or third parties;
- g) Obtain unauthorized access to any computer system;
- h) Download any material from an outside source that might be considered a copyright infringement;
- i) Grant proxy rights to their e-mail and calendaring functions;

- j) Use another individual's account or identity without explicit CPIC authorization;
- k) Send inappropriate messages under another individual's name;
- l) Download entertainment software or games, music or videos, or to play games against opponents over the Internet;
- m) Distribute or store chain letters, jokes, solicitations, offers to buy or sell goods or other non-business material of a trivial or frivolous nature;
- n) Sending uninvited e-mail of a personal nature.

D. Licensed Programs

All licensed software used by Chautauqua Patrons Insurance Company employees on Company owned hardware will be used in accordance with the terms and conditions of the vendor that provided the software. No copies are to be made or used on Company-owned equipment that would be inconsistent with such terms and conditions.

E. Incident Reporting

All employees are expected to promptly report any suspected on-line security violations or incidents and/or any other unusual situations to their manager, the Executive Vice President/CEO, or the Systems Administrator.

DUTY NOT TO WASTE OR DAMAGE COMPUTER RESOURCES

A. Accessing the Internet

An internet service includes, but is not limited to: e-mail, FTP, web browsing or news groups. This policy applies to any internet service that is:

- Accessed on or from Company premises;
- Accessed using Company computer equipment or via Company-paid access methods; and/or
- Used in a manner that identifies the individual with the Company.

Bypassing the Company's computer network security by accessing the Internet directly by modem or other means is strictly prohibited unless the computer you are using is not connected to the Company's network.

B. Frivolous Use

Users must not deliberately perform acts that waste computer resources or unfairly monopolize resources to the exclusion of others. These acts include but are not limited to sending mass mailings or chain letters; spending excessive amounts of time on the Internet; playing games or gambling; shopping; engaging in online chat groups; using Facebook, Twitter or other social media for non-work activity; uploading or downloading large files; accessing streaming audio and/or video files; or otherwise creating unnecessary loads on network traffic associated with non-business-related uses of the Internet.

C. Blogging and Use of Social Networking Outside of Work

If an employee develops a Web site or writes a blog that will mention Chautauqua Patrons Insurance Company and/or our current and potential business services, employees, partners, agents, and insured, that employee must identify that s/he is an employee of Chautauqua Patrons Insurance Company and that the views expressed on the blog or Web site are the writer's alone and do not represent the views of the Company.

Unless given permission in writing by the Executive Vice President/CEO, an employee is not authorized to speak on behalf of CPIC.

Even when a person posts a blog or uses Facebook, Twitter, or any electronic social media on their personal time away from work, s/he must avoid offensive posts meant to intentionally harm someone's reputation or posts that could contribute to a hostile work environment on the basis of race, sex, disability, religion or any other status protected by law or company policy.

D. Virus Detection

Users should never download files from the Internet, accept e-mail attachments from outsiders, or use disks from non-CPIC sources, without first scanning the material with Company-approved virus checking software. If you suspect that a virus has been introduced into the Company's network, notify the Systems Administrator immediately.

NO EXPECTATION OF PRIVACY

Employees are given computers and Internet access to assist them in the performance of their jobs. Employees should have no expectation of privacy in anything they create, store, send or receive using the Company's computer equipment. The computer and its contents are the property of CPIC.

A. Waiver of Privacy Rights

Users expressly waive any right of privacy in anything they create, store, send or receive using the Company's computer equipment or Internet access. Users consent to allow CPIC personnel access to and review of all materials created, stored, sent or received by user through any Company network or Internet connection.

B. Monitoring of Computer and Internet Usage

While Chautauqua Patrons Insurance Company does not routinely monitor individual usage of its computing resources, the normal operation and maintenance of the Company's computing resources require the backup and caching of data and communications, the logging of activity, the monitoring of general usage patterns, the scanning of systems and network ports for anomalies and vulnerabilities, and other such activities that are necessary for the rendition of service. Chautauqua Patrons Insurance Company may also specifically monitor the activity and accounts of individual users of Company computing resources, including individual login sessions and communications, without notice, when (a) the user has given permission or has voluntarily made them accessible to the public, for example by posting to a publicly-accessible web page or providing publicly-accessible network services; (b) it reasonably appears necessary to do so to protect the integrity, security, or functionality of the Company or other computing resources or to protect the Company from liability; (c) there is reasonable cause to believe that the user has violated, or is violating, this policy; (d) an account appears to be engaged in unusual or unusually excessive activity, as indicated by the monitoring of general activity and usage patterns; or (e) it is otherwise required or permitted by law. Any such individual monitoring, other than that specified in "(a)", required by law, or necessary to respond to perceived emergency situations, must be authorized in advance by the Systems Administrator and the Executive Vice President/CEO.

C. Blocking Sites with Inappropriate Content

The Company, in its sole discretion, has the right to utilize software that makes it possible to identify and block access to Internet sites containing sexually explicit or other material deemed inappropriate in the workplace.

D. Passwords

Since access to Company networks and systems require individual users to establish appropriate passwords, each employee must disclose current passwords s/he is using to the System Administrator. All passwords are Company property and specific to the user, and must not be shared with others. Users should periodically change their password, and/or whenever they believe their password has been compromised. Employees must log off the system at the end of their shift.

VIOLATIONS

In the Company's sole judgment, anyone who abuses the privilege of using Chautauqua Patrons Insurance Company computer equipment and/or systems for personal matters; or who engages in offensive or inappropriate use; or who violates this policy may be subject to discipline, up to and including termination of employment.

Personal Use of Company Property

We recognize that employees may find it necessary to utilize Company property (e.g. calculators, manuals, computers, etc.) to produce work at home or on the road. This may be arranged by first obtaining approval from your manager.

Removal of any Company property without permission shall be considered a violation of Company rules and may result in discipline up to and including discharge.

Company Travel

Should it be necessary for you to travel on Company business, your manager will outline your travel guidelines and responsibilities. When approved in advance, you will be compensated for reasonable expenses. If you use your personal vehicle for travel, you will be reimbursed for mileage at the current rate per mile, pursuant to IRS guidelines in effect at the time of travel.

For those employees who are required to travel as a normal course of their position, the Company suggests that an employee have at least \$300,000 liability coverage, preferably \$500,000 or more. If the employee cannot prove that he/she has the recommended minimum amount of liability insurance coverage upon request, the Company reserves the right to reimburse for mileage traveled on company business at a rate less than the standard company rate.

An employee who travels on company business must submit an expense report within one month of travel.

Solicitation Policy

Except when sponsored or sanctioned by the Company (such as the United Way), solicitations for any purpose by employees during their work time or in work areas during non-work time when such solicitations interfere with normal business operations, are prohibited. Other than in connection with the Company's business operations, distributions by employees during work time or at any time in work areas are prohibited.

Distribution or solicitations on Company premises by non-employees or outside organizations are prohibited at all times.

No employee shall use Company materials, supplies, or equipment for the purpose of distribution or solicitations unless he or she has received prior approval from the Executive Vice President/ CEO. No employee shall post notices, stickers or the like on bulletin boards, walls, windows, or other Company facilities or equipment without prior approval of the Executive Vice President/CEO.

No Smoking Policy

The Company is committed to minimizing the harmful effects and discomfort smoking can produce in the workplace for non-smoking employees. Chautauqua Patrons Insurance Company strives to abide by the provisions of New York State's Clean Indoor Air Act. To this effect, we as a Company maintain a smoke-free workplace for its employees. CPIC strives to provide a safe and healthy workplace for employees. Therefore, smoking is not permitted anywhere inside the Company building, including but not limited to offices, common areas, break rooms and rest rooms. Employees who wish to smoke, may do so, but only outside of the building. Please dispose of any cigarette butts or smoking-related materials in the proper receptacle.

Use or Possession of Alcoholic Beverages

Consumption of alcoholic beverages or possession of open (seal broken) alcoholic beverage containers on Company premises at other than Company-sponsored events; and at any time by operators of Company vehicles or those rented for use on Company business, is strictly prohibited. Employees found in violation of any of these prohibitions will be subject to disciplinary action, up to and including termination of employment.

Alcohol Consumption at Company-sponsored Events

Employees who choose to drink alcoholic beverages at Company-sponsored events, must exercise due care and good judgment. If the company imposes a drink limit, employees must adhere to such a limit, and are not permitted to exchange alcoholic beverages or drink tokens with non-drinkers or others. Failure to exercise due care and good judgment can lead to disciplinary action, up to and including termination of employment.

Chautauqua Patrons Insurance Company abides by New York State's minimum drinking age law of 21. CPIC will not allow individuals under age 21 to purchase or be served alcoholic beverages at Company-sponsored events.

Illegal Drugs

The use, or possession, sale or purchase of illegal drugs on Company premises, or by Company employees while performing Company duties at any other locations, or in Company-owned vehicles, or in vehicles rented for business purposes, is strictly prohibited. Illegal drugs are those on the list of “controlled substances” published by the Federal Drug Enforcement Administration, which includes such drugs as marijuana, cocaine, and heroin. Employees found in violation of the use, possession or purchase prohibitions will be subjected to disciplinary action, up to and including termination of employment. Employees found in violation of the sale prohibition will be terminated and will be subject to criminal prosecution.

Drug and or alcohol consumption by employees which impairs work performance will not be tolerated. Employees whose work performance or behavior is adversely affected by the use of illegal drugs, or deliberate misuse of prescription drugs, or consumption of alcohol, on Company premises or other work place, will be taken home, or notify the employee’s designated emergency contact. Such offense may result in disciplinary action, up to and including termination of employment.

Chautauqua Patrons Insurance Company has established a policy that provides assistance and aid to any employee who might have a drug or alcohol-related problem. We are prepared to help by offering referral services from various community agencies and counseling services. More information can be found in the sub-section on *Employee Assistance Program*.

Workplace Search Policy

To protect Company property and the safety of employees, agents, and insured; and to prevent illegal activity in the workplace, CPIC reserves the right to conduct a search of any employees’ desk and surrounding work area. All employees are subject to this policy.

A search is part of an investigation; and a search of an employees’ work area is not an accusation of wrongdoing.

Items subject to search. Our Company may search an employee’s work area; including an employee’s office, desks, files, computer files, e-mails, and telephone voice mails. All offices, desks, files, computer files, and telephones are Company property, and are issued to employees for business use and for the duration of the employment only. These items may be searched at any time.

Search procedure. Our Company will search an employee's work area for missing items or contraband if we have a reasonable belief that the item in question is in the employee's work area. CPIC at its sole discretion may ask the employee about a particular matter or item in question before conducting the search. Yet, it is under no obligation to do so.

Failure to submit to a search. Refusal to submit to a search can lead to disciplinary action, including if the Company deems warranted, termination of employment.

Possession of stolen items or contraband. Employees who are found in possession of stolen property or other contraband may be subject to appropriate disciplinary action; and may also be subject to possible criminal prosecution.

Visitors

CPIC seeks to provide employees with a safe and secure workplace, free from unwelcome or harmful situations or encounters. To this end, CPIC requires all visitors, whether personal or business, to sign-in and remain in the reception area until they have been announced. Visitors are not allowed access to any part of the building unescorted by an authorized Company representative at any time.

Bulletin Boards

A bulletin board is located in the employee cafeteria for posting of official notices, instructions, and announcements by management. We urge you to check the bulletin board daily. The board is also used to post announcements of interest to other employees.

No one is allowed to post any material on the bulletin board without the written authorization of the Executive Vice President/ CEO. Notices of a personal nature must be removed within three (3) days.

Employee Conduct that May Result in Discharge

Notwithstanding any of the enumeration below, your employment relationship with the Company is “Employment-At-Will,” and nothing contained in this handbook and nothing else communicated to you about your rights as an employee, regardless of the source, limit in any way either your ability to resign from your employment with the Company at any time for any reason, or the Company’s right to terminate your employment at any time for any reason within the limits of the law.

There are situations where employees may be subject to termination. Your Manager may determine that some situations require immediate attention. Although it is not possible to list all situations, the following are some examples which may result in disciplinary action, up to and including termination of employment.

- Theft, destruction, defacing, misuse or willful abuse of property belonging to the Company or another employee.
- Physical violence or threatening remarks or gestures against a co-worker.
- Use or possession of firearms or weapons.
- Use or possession of alcoholic beverages while at work or on Company business.
- Physical violence or threatening gestures or words.
- Being under the influence of drugs and/or alcohol during work hours.
- Possession, use, sale, or distribution of illegal drugs.
- Insubordinate conduct; refusal/failure to comply with a reasonable request given by a member of management.
- Performance that does not meet identified standards.
- Excessive tardiness or absenteeism.
- Violation of the Company’s Conflict of Interest policy.
- Unauthorized or improper use of confidential information relating to employee privacy, insured’s privacy, Company sales strategies or strategic direction and plans.
- Disorderly conduct or disruptive behavior on Company premises, including abusive language.
- Violation of the no smoking policy.
- Illegal gambling.

- Harassment of any kind, including sexual, racial, ethnic, or harassment against a protected class; harassment directed toward any employee, agent, insured, vendor/supplier, or other person on Company premises. Sexual harassment also includes any harassment that involves the conditions of hiring, promotion, or other employment decisions for sexual favors or creates a hostile or offensive work environment.
- Violating published Company rules, policies, or procedures.
- Posting notices or material on Company property, including bulletin boards, without management authorization.
- Fund raising or selling of items or services on Company premises without authorization of management.
- Tampering with a fire extinguisher or other safety equipment.
- Tampering with official documents of the Company.
- Making unauthorized statements to the press or other media.
- Falsification of your personal time record.
- Breach of trust.

Confidentiality of Information

It is the policy of our Company to ensure that the operations, activities, and business affairs of Chautauqua Patrons Insurance Company, our Agents and insureds are kept confidential to the greatest possible extent. If, during your employment, you acquire confidential or proprietary information about our Company, agents or insureds, such information is to be handled according to the following procedures.

All employees are hereby advised that they are not to disclose or provide access to confidential information with respect to the Company, its employees, its policyholders, its agents, or its strategic business plans or sales strategies to anyone other than those who have a legitimate need for it, or as required by law, nor are you to use such information for personal advantage or entertainment. The following stipulates what information is or is not confidential, and how each component of this data is to be treated by our employees.

Policy Information

This information shall include, but is not limited to the following: policy expiration dates; types of coverage of a particular policy or policies; premiums; mortgages; loss payees; named insureds; and losses. In addition, any and all information appearing on insurance applications or maintained in our Company computer system(s) is also confidential.

Our Agents “own” all the policy data on which we base underwriting and premium decisions; and as a result of our agency contract, is considered absolutely proprietary information. All such policy information is the basis for the value of any given independent agency. The Company is contracted to possess all policy information for our Agents, but the Company does not “own” any specific policy information. All Chautauqua Patrons employees are prohibited from divulging or recording specific policy information for any party other than the producing agency, a fellow employee who has a legitimate need for such information in order to perform their job functions (e.g.. process renewals, perform billings, etc.), or during an audit of Company records by our contracted CPAs, our reinsurer of the New York State Insurance Department.

Claims Information

Once an agency submits a claim for an insured, the Company “owns” all data relating to the claim. Claim data is also confidential and may only be divulged by an employee to an insured for whom the claim was submitted, to the agent of record for the insured at the time of the loss, to the appointed claim arbitration boards, to the New York State Insurance Department, to plaintiff and defense counsel, to courts of law and to a fellow employee with a specific legitimate need to know (i.e. another member of the claims department, a Company underwriter working on the account, or a member of the marketing staff.).

Direct Bill Information

All information relative to direct bill payment history on a particular policy is “owned” by the Company. Although this information is also classified as confidential there are times when it may become necessary to release this information. These instances would occur when a caller identifies themselves as an insured, agent for the insured, or a mortgagee, and requests current payment status. At all times, the payment history and issues on specific policies must remain as confidential Company information.

Credit Reports, MVRs and Inspection Reports

All personal reports, A+ reports, motor vehicle record abstracts, credit score reports, and any other type of reports on an individual policyholder that have been ordered by the Company shall remain the confidential possessions of our Company and the inspection agency. The contents of any such report(s) ordered by our Company may only be released to individual policyholders by the agency that produced the report (e.g. EQUIFAX, Fair Isaac, etc.). These reporting agencies have the ultimate responsibility for the accuracy of these reports. Agents and insureds may be advised when adverse information or insurance-to-value calculations are found in the reports. Copies of the actual reports may only be released directly from the reporting agency to the insured who is the subject of the report in question.

Company Quarterly and Annual Reports

Our Company is the sole “owner” of the aggregated policy and claims data which is the basis of the results we report on our quarterly and annual NAIC reports. However, all Company aggregated data reported in the format of these reports is public information and can be released by Company employees to any and all interested parties. In the event you should receive a request for this type of data you may release it as long as it is done so in a Company approved format (e.g. copies of the Company Annual Report; A.M. Best brochures; copies of our Company generated newsletters, etc.). Other types of Company aggregated data (e.g. individual product loss ratios; territory loss ratios; etc.) may be released to interested parties by an employee, but only with prior approval of the Executive Vice President/CEO or Manager. The only exception on the treatment of Company aggregated information is total written premium and loss ratio data for individual agencies. This data remains confidential proprietary data that is only to be released to the owners and individual principals of the respective agencies.

Individual employees who violate or deviate from the above procedures may be subject to disciplinary action up to and including termination of employment.

VI. YOU AND YOUR WORK ENVIRONMENT

Communications

We feel that you should be as well-informed as possible about Company business, programs, and policies. Some examples of resources that might be helpful include:

- **Employee Handbook**
- **Bulletin Boards** – located in various areas of the building.
- **Employee Benefit Booklet/Material** – Distributed to you as you become eligible for various Company employee benefits.

Questions regarding policies, procedures or programs should be directed to your manager, who is typically the first resource and contact for learning about our Company. You may also contact the Vice President of Finance and Human Resources or the Executive Vice President/CEO with any questions.

Your Health: Injuries on the job

In the event you become injured on the job, you should notify your manager or any other Company manager immediately, or as soon as practicable. In addition, follow-up with the Vice President of Finance and Human Resources may be necessary so as to determine if other forms are to be completed. Do not overlook even the slightest accident. All employees are covered by New York State Workers' Compensation Insurance.

Safety and Security

The Company is committed to providing a safe and healthy workplace. That stated, maintaining a safe workplace is the joint responsibility of the Company and its employees. Employees must:

- Learn to apply safe work practices prescribed for the workplace;
- Promptly and accurately report all workplace accidents/injuries, hazardous conditions, and incidents that could result in injury; and
- Obtain immediate first aid for every injury, no matter how minor it may seem at the time.

Use and Possession of Deadly Weapons

No CPIC employee may possess or use a deadly weapon of any kind on Company premises; whether or not authorized by local, state or federal law. Employees are also prohibited from carrying a weapon anywhere while on Company business or in Company-owned vehicles or while parked in our Company parking lot.

Definition

Deadly weapons are instruments capable of causing death or serious injury and include, but are not limited to: firearms of any kind, loaded or unloaded; air rifles or pistols; swords; box cutters and knives with blades of any length, and nunchucks or other martial arts weaponry.

Personal Property

The Company is not generally responsible for any loss or damage to, or theft of any personal property you bring to the office. You should take the appropriate steps to protect your personal property from damage or theft. For example, you should not leave money, credit cards or other valuables at your desk while you are away for any period of time. And, you should immediately report to your manager any damage to or theft of any personal property you might have brought to the office.

Emergency Procedures

In the event of a medical emergency in your area you are to contact the receptionist immediately. The appropriate individuals will be contacted and the employee or person(s) given first aid until medical personnel arrive. If the receptionist is unavailable, and you believe a situation is life-threatening, you may phone 911.

In the event that a potentially dangerous or threatening person gains access to our building, you should immediately contact a manager for assistance. The manager will contact the proper authorities and provide them with as much information as possible and request their assistance.

VII. IF YOU LEAVE US

Resignation Procedures

If you decide to leave us, it is widely considered normal business etiquette to give the Company at least two (2) weeks notice. Our Company requests that this notice be in writing and contain the date you plan to leave. Prior to your last day at work, you may be requested to complete an exit interview, which may include questions about your satisfaction with the job, our Company, and your reasons for leaving. This information can be of help to us in improving our Company and work relationships with our employees.

If we find it necessary to release you from employment for business reasons or for any other reason, we will try to give advance notice if possible, in our sole discretion or as required by law. Termination of employment for poor performance or misconduct may come without notice.

You will be provided with information on obtaining your final paycheck, any rights related to continuation of benefits, and any other arrangements that need to be made. On or before your last day of work, you are required and expected to return any Company property you may have in your possession.

Former Employees

To ensure the confidentiality of information concerning our employees, no employee is authorized to act on behalf of our Company concerning any former employee of Chautauqua Patrons Insurance Company. Any such authorization shall be given by the Executive Vice President/CEO, and shall be limited to the specific inquiry for which it is given.