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DEFINITIONS

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ARTICLE I

ESTABLISHMENT OF PLAN

1.1. Establishment of Plan: The American University in Cairo, herein referred to as “AUC” or “the University” established this life insurance and accidental death and dismemberment insurance plan, known as the American University in Cairo-Van Breda Group Life Insurance Plan, on September 1, 1993. It is administered by J. Van Breda & Co. International, a Belgian firm of insurance brokers with head office at Plantin en Moretuslei 295, B-2140 (Borgerhout) Antwerpen, Belgium. The fax number of Van Breda is 32 3 2710247, and their Telex number is 31788 Bredco-B. The Employer Identification Number of the American University in Cairo is 13-5647700.

ARTICLE II

THE PLAN

2.1. The Plan: This group life insurance and accidental death and dismemberment insurance plan is evidenced by a contract (referred to herein as the Contract) signed in August, 1993 with two insurance companies (each co-insuring a percentage of the total risk); the lead insurer, Les Assurances Generales de France S.A., subscribes 75% of the risk, while the La Royale Belge S.A. subscribes 25% of the risk. The terms of this Contract, in particular applicable premium rates, are subject to annual review. Copies of the Contract are available upon request at the Human Resources Office of the American University in Cairo at 113 Kasr el Aini Street, P.O. Box 2511, Cairo, Egypt, or At the New York Office of the University at 866 United Nations Plaza, Suite 517, New York, New York 10017 USA. The description of the Plan in the present document following is intended only as a convenient guide covering those aspects of the Plan which are likely to be of most interest. In case of conflict between the group life insurance contract and this Summary Plan Description, the provisions of the contract shall control.

ARTICLE III

ELIGIBILITY FOR PARTICIPATION

3.1. Who is covered under the Plan:

Full-time employees under the age of 70.
3.2 Rules of Participation in the Plan
3.2.1 All full-time employees qualify for Basic Level of Cover (as set forth in Article V below) subject to medical acceptance by the insurers.

3.2.2 Except as provided in Article VI all full-time employees are eligible for Additional Cover (as set forth in Article V below) subject to medical acceptance by the insurers.

3.3. Commencement and Duration of Coverage:
3.3.1 Commencement of the Basic Level of Cover: subject to medical acceptance by the Insurers the Basic Level of Cover normally begins from the first Quarter Day following, the Date of Employment.

3.3.2 Commencement of Additional Cover: Additional cover normally begins from the first Quarter Day following acceptance by the Insurers of the Participant’s request.

3.3.3 Termination of Coverage:
a. Both the Basic Level of Cover and Additional Cover (where applicable) end upon termination of employment with AUC.

b. Participants who have elected Additional Cover may, upon giving not less than three months’ notice to the Human Resources Office in writing, cancel such Additional Cover effective the end of any Plan Year. Additional Cover, once cancelled, cannot be reinstated in the future.

c. The insurance contract may be terminated by either party giving notice to the other at least 3 months prior to the end of the August 31 policy year.

ARTICLE IV
ENROLLMENT IN THE PLAN

4.1 Enrollment in the Plan:
a. To participate in the Plan under the Basic Level of Cover an eligible employee must complete the Insurers’ “Declaration of State of Health” form. It is requested that an eligible employee complete and submit to the Human Resources Office a “Designation of Beneficiary(ies)” form, in order to designate the person or persons to receive the Life Benefit as defined in Article V below in the event of death. If this form is not completed, the plan will pay the life benefit to the estate of the Participant.
b. A Participant who elects Additional Cover must complete and submit to the Human Resources Office: (1) an “Application for Additional Coverage” form and (2) a “Declaration of State of Health” form from the Insurers. Additional cover will not be effective until the Insurers have confirmed to AUC their acceptance of the additional insurance requested.

ARTICLE V

STRUCTURE OF THE PLAN

5.1 Structure of the Plan: The Plan provides a life insurance benefit and an accidental death and dismemberment benefit under two levels of cover, the Basic Level of Cover and the Additional Cover.

5.2 Levels of Cover:
  5.2.1 The Basic Level of Cover: is made at AUC’s expense (i.e. with no contribution required from the Participant) as follows:

- The Life Benefit equals one times the Participant’s Annual Salary at time of death.
- The Accidental Death Benefit equals one times the Participant’s Annual Salary at time of death, and paid in addition to the Life Benefit in case of death caused by an Accident as defined in Article XI.
- The Dismemberment benefit is equal to a percentage of one times the Participant’s annual salary according to the following scale:

<table>
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<tr>
<th>Condition</th>
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<tr>
<td>Permanent total loss of sight of both Eyes</td>
<td>100%</td>
</tr>
<tr>
<td>Permanent total loss of sight of one Eye</td>
<td>50%</td>
</tr>
<tr>
<td>Loss of or permanent total loss of use of two Limbs</td>
<td>100%</td>
</tr>
<tr>
<td>Loss of or permanent total loss of use of one Limb</td>
<td>50%</td>
</tr>
<tr>
<td>Permanent total loss of sight of one eye and loss of or permanent total loss of use of one Limb</td>
<td>100%</td>
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5.2.2 Additional Cover: is made at the Participant’s expense on an optional basis. Incremental cover must be purchased in whole multiples of $10,000 and may be for the Life Benefit only or, at additional cost, may provide for additional benefits in the event of accidental death or dismemberment.
ARTICLE VI

PRINCIPAL LIMITATIONS AND EXCLUSIONS

6.1 Benefit limits: life and accidental death and dismemberment benefits are provided under both the Basic Level of Cover and the Additional Cover with a maximum sum which may be insured under the Plan of $600,000 in the event of accidental death and otherwise $300,000.

6.2 Exclusions:

6.2.1. The insurance coverage will not be valid if the Participant engages in a war or in war-like operations as a member of a military force.

6.2.2. A Participant on leave without pay is eligible only for the Basic Level of cover. If it happens that a leave is taken after a Participant has elected Additional cover such Additional Cover will lapse during the period of leave and will be reinstated upon return to work.

6.2.3. Life and Accidental Death and Dismemberment Benefits may be forfeited in the event of any false or deliberately misleading information being supplied to the Insurers in the “Declaration of State of Health” form.

6.2.4. Failure to provide notice to the Insurers of an accident within 30 days of the occurrence of such accident or failure to lodge a claim with the Insurers within two years of the date of death may result in forfeiture of benefits to which a Participant (or, as appropriate, the Participant’s heirs and assigns) would otherwise be entitled under the Plan.

6.3. Declaration of State of Health: For both the Basic Level of Cover and Additional cover, all Participants must complete the Insurers’ “Declaration of State of Health” form. Applications for additional cover will only be accepted by the insurance company after review of the “Declaration of State of Health” form submitted by the Participant.

ARTICLE VII

PREMIUMS

7.1 Premium Determination: Van Breda life insurance premiums are subject to an annual review that may result in an increase, or possibly a decrease, in premiums. The Contract is renewed annually on August 31 and premiums are fixed for the Plan Year commencing September 1.
7.2 Payment of Premiums: Premiums are payable in U.S. dollars through AUC Quarterly in advance. AUC pays in full the premiums relative to the Basic Level of Cover, while premiums for Additional Cover are payable by the Participant through payroll deduction.

7.3 Premiums Cost:

7.3.1 The Basic Level of Cover: The annual premium is expressed as a percentage of aggregate annual salaries of Participants expressed in U.S. Dollars.

7.3.2 Additional Cover: Premiums are calculated on the basis of number of increments requested and the age of the Participant.

ARTICLE VIII

CLAIMS

8.1 Documentary Support for Claims: All claims must be properly supported. Specifically, death must be evidenced by an official certificate of death. Notice of an Illness or accident which causes or may cause death or dismemberment must be given to the Insurers within 30 days after the date of an accident. The date, place and circumstances and, if possible, the names and addresses of any witnesses or legal authorities involved should be reported.

All valid claims will be paid provided they are submitted within two years of the Participant’s date of death. Payments will be made by the Insurers through the University to the designated beneficiary(ies) nominated in “The Designation of Beneficiary Form”. If such form was not completed and provided to the Human Resources Office, benefits under the Plan will be paid to the executors of the deceased Participant’s estate.

If a claim is denied (either wholly or partially), notice of the decision will be stated in writing by the Insurance Company. Such notice will:

(1) state the reason or reasons for the denial;
(2) tell which Plan provisions are the basis of the denial;
(3) if applicable, describe any additional material or information necessary to reverse the denial and explain the need for such material or information:
(4) indicate the steps which are to be taken if the person making the claim wishes to submit the claim for review.
The notice of denial will be given to the person making the claim not more than 90 days after receipt of the claim by the Insurance Company, unless special circumstances require an extension of time for processing the claim. If an extension is required, written notice of the extension will be given to the person making the claim within the initial 90 day period. The extension cannot go more than 90 days beyond the initial 90 day period. The extension notice will state the special circumstances requiring the additional time and date the final decision is expected.

With respect to non-medical matters and dispute arising out of the interpretation of Application of terms of the Plan shall, unless settled by direct negotiations, be referred to arbitration in accordance with the rules then obtaining of the International Chamber of Commerce. The Participant and the insurers agree to be bound by any arbitration award rendered, which shall be the final adjudication of any dispute.

With respect to medical matters any dispute shall be settled by a doctor designated Jointly by a doctor chosen by the Participant and by the Insurers’ doctor. If no agreement is reached the arbitrator shall be designated by the Chairman of the Executive Board of the Order of Physicians or by some other medical authority having competence in the beneficiary’s domicile. The fees such medical arbitrator shall be paid half by the Participant and half by the Insurers.

ARTICLE IX

PLAN ADMINISTRATION

9.1 Plan Administrator: Except as otherwise provided in Section 1.1. above, The American University in Cairo is the Administrator of this Plan, and is Responsible for enrolling Participants, sending Plan premiums to J. Van Breda & Co. International, and for performing other duties required for the operation of the Plan. The University has two addresses. The Main Campus, located at 113 Kasr el Aini Street, P.O. Box 2511, Cairo, Egypt, Telephone (20) (2) 357 5208, is the main Administrator of the Plan. This office is open Sundays through Thursdays from 8:30 a.m. to 3:30 p.m. The New York Office, located at 420 Fifth Avenue 3rd Floor New York, N.Y. 10018-2729 Telephone (212) 730-8800 is the U.S. contact for the Plan. This office is open Mondays through Fridays, from 9:00 a.m. to 5:00 p.m.

9.2 Legal Process: The Vice President for Finance & Administration has been designated as agent for service of legal process. The Personnel Office of The American University in Cairo, 113 Kasr el Aini Street, P.O. Box 2511 Cairo, Egypt, is the address at which process may be served. For Participants in the United States, process may be served at The American University in Cairo, 866 United Nations Plaza, New York, New York 10017. Service of legal process may be made upon the Plan Administrator.
ARTICLE X

STATEMENT OF ERISA RIGHTS

A Participant in this Plan is entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974, also called ERISA. ERISA provides that all Plan Participants shall be entitled to:

(a) examine, without charge, all Plan documents, including:
   (i) insurance contracts;
   (ii) collective bargaining agreements; and
   (iii) copies of all documents filed by the Plan with the U.S. Department of Labor, such as detailed annual reports and plan descriptions.

This examination may take place at AUC’s Human Resources Office in Cairo and its New York Office.

(b) obtain copies of all Plan documents and other Plan information upon written request to AUC, which may make a reasonable charge for the copies;

(c) receive a summary of the Plan’s annual financial report. The Administrator is required by law to furnish each Participant with a copy of this summary annual report.

In addition to creating rights for Plan Participants, ERISA imposes duties upon the People who are responsible for the operation of the Plan. AUC as Administrator and fiduciary of the Plan has the duty to do so prudently and in the interest of all Plan Participants and beneficiaries. No one, including AUC, Participant’s employer, or any other person, may fire or otherwise discriminate against the Participant in any way to prevent him/her from obtaining a welfare benefit or exercising his/her rights under ERISA.

If Participant’s claim for a welfare benefit is denied in whole or in part, a written explanation of the reason for the denial must be furnished. Participants have the right to have claims referred to arbitration to resolve any disputes. (See Article VIII in this Summary entitled “CLAIMS”).

Under ERISA, there are steps which can be taken to enforce the above rights. For instance, if a Participant requests materials from the Plan and does not receive them within 30 days, he may file suit in a federal court. In such a case, the court may require the Administrator to provide the materials and pay Participant up to $100 a day until he receives the materials, unless the materials were not sent because of reasons beyond the control of the Plan Administrator.

If Participant has a claim for benefits which is denied or ignored, in whole or in part, Participant may file suit in a state or federal court.
If the Plan’s Administrator misuses the Plan’s money, or if a Participant is discriminated against for asserting his rights, Participant may seek assistance from the U.S. Department of Labor, or Participant may file suit in a federal court. The court will decide who should pay court costs and legal fees. If Participant is successful, the Court may order the person sued to pay these costs and fees. If Participant loses, the court may order Participant to pay these costs and fees if, for example, it finds such claim is frivolous.

If there are any questions about this statement, or about Participant’s rights under ERISA, Participant should contact the nearest Area Office of the U.S. Labor-Management Services Administration, Department of Labor.

ARTICLE XI

DEFINITIONS

**Accident:** The sudden action of an external force causing impairment of physical integrity.

**Annual Salary:** Twelve times the monthly cash salary excluding administrative and other special allowances. Egyptian pound cash salary is converted to Dollars at the exchange rate prevailing on the first day of the Plan Year.

**Beneficiary:** any person designated by the Participant to receive the benefits.

**Date of Employment:** An individual’s Date of Employment with AUC is the date of which he/she is added to the payroll.

**Dollars:** All dollar amounts are in U.S. dollars.

**Insurers:** “Les Assurances Generales de France” and “La Royale Beige S.A.”

**Loss of Limb:** Loss by physical separation of a hand at or above the wrist or of a foot at or above the ankle and shall include permanent total loss of use of an entire hand, arm, foot or leg.

**Participants:** Eligible employees who are enrolled in the Plan.

**Plan Year:** Is based on the academic year which is from September 1 through August 31.

**Policyholder:** The American University in Cairo.

**Quarter Day:** Any of the following dates: September 1, December 1, March 1, and June 1.