

Group Accident Policy



ZURICH AMERICAN INSURANCE COMPANY
Schaumburg, Illinois

In return for the payment of premium expressed in the **Schedule**, **We** agree to pay the benefits of this Group **Accident Policy** to the persons insured hereunder, subject to the terms and conditions, which follow. **We** have issued the Group **Accident Policy** to the **Policyholder**. The Group **Accident Policy** is executed as of the **Policy** date which is its date of issue, and from which anniversary dates are measured. The Group **Accident Policy** is delivered in, and subject to the laws of the Contract Situs in which it is issued.

THIS GROUP ACCIDENT INSURANCE POLICY PROVIDES ACCIDENT COVERAGE ONLY
THIS POLICY DOES NOT PROVIDE COVERAGE FOR SICKNESS

POLICYHOLDER: California Institute of Technology
1201 E. California Boulevard
Pasadena, CA 91109

POLICY NUMBER: GTU 3031879

POLICY DATE: January 1, 2019 to January 1, 2022
(All Insurance begins and ends at 12:01 a.m. at **Policyholder's** Address)

CONTRACT SITUS: California

The following pages, including any riders, endorsements, schedule pages, **Insured** enrollment forms, applications or amendments, are a part of this Group **Accident Policy**. **We** and the **Policyholder** have agreed to all the terms of this Group **Accident Policy**.

This is a legal contract between the **Policyholder** and **Us**.
READ THE GROUP ACCIDENT POLICY CAREFULLY

In Witness Whereof, **We** have caused this **Policy** to be executed and attested, and, if required by state law, this **Policy** will not be valid unless countersigned by **Our** authorized representative.

Mark E. Knipfer
President
Zurich American Insurance Company

Dennis Kerrigan
Corporate Secretary
Zurich American Insurance Company

NON-PARTICIPATING

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SECTION I – ELIGIBILITY AND EFFECTIVE DATES OF INSURANCE

ELIGIBILITY AND CLASSIFICATION OF INSURED:

The following individuals are eligible to become **Insureds** upon the submission of completed enrollment material, if required:

- Class I:** The **Active** U.S. President and President Emeritus of the **Policyholder**, all **Active** U.S. Officers, of the **Policyholder** and all Faculty on research assignments authorized by the **Policyholder**, including research outside of the United States.
- Class II:** All other **Active** U.S. Benefit Based Employees, Emeritus Faculty Members and Prospective Employees of the **Policyholder** and Jet Propulsion Lab (JPL).
- Class III:** The **Spouse/Domestic Partner** of a **Class I** or **Class II** primary **Insured** person.
- Class IV:** The **Dependent Child(ren)** of a **Class I** or **Class II** primary **Insured** person.
- Class V:** All **Active** J-1 Visa Exchange Visitors of the **Policyholder**.
- Class VI:** The **Spouse/Domestic Partner** of a **Class V** primary **Insured** person.
- Class VII:** The **Dependent Child(ren)** of a **Class V** primary **Insured** person.
- Class VIII:** All **Active** U.S. Benefit Based Employees of the **Policyholder**, their **Spouse/Domestic Partner**, and their **Dependent Child(ren)**.

If an **Insured** suffers an **Injury** resulting in a **Covered Loss**, and he or she is covered under more than one class, **We** will pay only one benefit, the largest benefit.

SERVICE WAITING PERIOD:

0 days of **Active** continuous service.

EFFECTIVE DATE OF INSURANCE FOR THE INSURED:

- A. For eligible individuals hired prior to January 1, 2019:
The later of the effective date or upon completion of the required **Service Waiting Period**, if any, indicated above.
- B. For eligible individuals hired on or after January 1, 2019:
The later of the date of hire or upon completion of the required **Service Waiting Period**, if any, indicated above.

SECTION II – SCHEDULE

COVERAGES(S):

Classes Covered

24 Hour Accident Protection, Business & Pleasure, Excluding Corporate Owned or Leased Aircraft, Passenger Only, H-1	Class I, V, VI, VII & VIII
24 Hour Accident Protection, While on Business Trip, Excluding Corporate Owned or Leased Aircraft, Passenger Only, H-2	Class II
24 Hour Accident Protection, While on a Specified Trip, Excluding Corporate Owned or Leased Aircraft, Passenger Only, H-3	Class III & IV
Exposure and Disappearance Coverage	All
Extra-Ordinary Commutation Coverage	Class II
Felonious Assault Coverage	Class II
Hijacking or Skyjacking Coverage	Class II
War Risk Coverage	Class I, II, III, IV, V, VI & VII

BENEFITS:**Classes Covered****ACCIDENTAL DEATH BENEFIT**

All

Principal Sum:**Class I:** \$250,000**Class II:** \$250,000**Class III:** \$ 25,000**Class IV:** \$ 10,000**Class V:** \$250,000**Class VI:** \$ 25,000**Class VII:** \$ 10,000**Class VIII:** \$ 1,000**Aggregate Limit of Liability** per air travel **Covered Accident:** \$5,000,000**Classes Covered****ACCIDENTAL DISMEMBERMENT
AND PLEGIA BENEFIT**

All

Principal Sum:

Same as above.

Coma Benefit

All

ADDITIONAL BENEFITS:**Classes Covered**

Carjacking Benefit

Class I, II, III, IV, V, VI & VII

Critical Burn Benefit

Class I, II, III, IV, V, VI & VII

Day Care Benefit

Class I, II, III, V & VI

Hearing Aid or Prosthetic Appliance Benefit

Class I, II, III, IV, V, VI & VII

Higher Education Benefit

Class I, II, III, V & VI

Home Alteration and Vehicle Modification Benefit

Class I, II, III, IV, V, VI & VII

Rehabilitation Benefit

Class I, II, III, IV, V, VI & VII

Seat Belt/Air Bag Benefit

Class I, II, III, IV, V, VI & VII

Spouse/Domestic Partner Retraining Benefit

Class I, II & V

Therapeutic Benefit

Class I, II, III, IV, V, VI & VII

ADDITIONAL ENDORSEMENTS**Form Number****Classes Covered**

Enhanced Travel Assistance Plan

U-VA-125-A CA (12/15)

Class I, II, III,
IV, V, VI & VII

Enhanced Travel Assistance Plan

U-VA-125-A CA (12/15)

Class VIII

Amendments to the **Policy**

U-VA-104-A CW (09/06)

All

Group Parent Protection

U-VA-200-A CW (12/12)

All

EEA Foreign National Loss Payee

U-VA-127-A CW (11/16)

All

Enrollment Required:

☐ Yes ☒ No

Premium Due Date:

Effective date of **Policy**

Premium:

\$105,585 – a three-year premium option payable in equal annual installments of \$35,195.

SECTION III – DEFINITIONS

Accident or **Accidental** means a sudden, unexpected, specific and abrupt event that occurs by chance at an identifiable time and place during the **Policy** term.

Active and **Actively at Work** describes an employee who is able and available for active performance of all of his or her regular duties. Short term absence because of a regularly scheduled day off, holiday, vacation day, jury duty, funeral leave, or personal time off is considered **Actively at Work** provided the employee is able and available for active performance of all of his or her regular duties and was working the day immediately prior to the date of his or her absence.

Aggregate Limit of Liability means the total benefits **We** will pay for a **Covered Accident** or **Covered Accidents** set forth in the Schedule or **Coverages** Section. For purposes of the **Aggregate Limit of Liability** provision, **Covered Accident** or **Covered Accidents** will include a **Covered Loss** or **Covered Losses** arising out of a single event or related events or originating cause and includes a resulting **Covered Loss** or **Covered Losses**. If the total benefits under the **Aggregate Limit of Liability** is not enough to pay full benefits to each **Insured**, **We** will pay each one a reduced benefit based upon the proportion that the **Aggregate Limit of Liability** bears to the total benefits which would otherwise be paid.

Chartered Aircraft means an aircraft operated by a company with an air carrier or commercial operating certificate issued by the Federal Aviation Administration or the equivalent certificate issued by a foreign government, which the **Policyholder** has the right to use for no more than ten (10) consecutive days and/or for no more than fifteen (15) days in a one (1) year period.

Controlled by, as used in the **Coverages** Section, means the **Policyholder** has the right to use a block of aircraft flight time for 25 or more hours in a one (1) year period or for 100 hours or more without a specified term, from a company which is in the business of providing aircraft for private use. A **Chartered Aircraft** will not be considered **Controlled** by the **Policyholder**.

Coverage(s) means the event or events described in the **Hazards** of this **Policy** to which benefits and additional benefits apply. The **Hazards** are listed in the **Coverages** Section on the Schedule.

Covered Accident means an **Accident** that results in a **Covered Loss**.

Covered Injury means an **Injury** directly caused by accidental means which is independent of all other causes, results from a **Covered Accident**, occurs while the **Covered Person** is insured under this **Policy**, and results in a **Covered Loss**.

Covered Loss means a loss which meets the requisites of one or more benefits or additional benefits, results from a **Covered Injury**, and for which benefits are payable under this **Policy**.

Covered Person means any person who has insurance under the terms of this **Policy**. It includes the **Insured**.

Dependent means an **Insured's Spouse/Domestic Partner** and **Dependent Child(ren)**, as defined in this section.

Dependent Child(ren), if used in this **Policy**, means those unmarried **Child(ren)** of the **Insured**, and those unmarried **Child(ren)** of his or her legally married **Spouse**, and those unmarried **Child(ren)** as defined in the **Policyholder's** medical plan as on file and approved by **Us** of the **Insured's Domestic Partner** who rely on the **Insured** for more than 50% of their support, and are either: 1) less than 19 (nineteen) years of age; 2) less than 26 (twenty-six) years of age and enrolled on a full-time basis in a college, university, or trade school, or who satisfy neither 1) nor 2), but who prior to his or her termination of coverage became incapable of self-sustaining employment by reason of mental retardation or physical handicap.

Domestic Partner means as defined in the **Policyholder's** medical plan as on file and approved by **Us**.

Foreign National means a person who is a citizen of a country or other jurisdiction other than the United States of America and who is not a resident of the United States of America.

Injury means a bodily **Injury**.

Insured means an individual who is eligible for **Coverage** under this **Policy** as provided in the Eligibility and Classification of Insureds part of Section I, and who completes the enrollment material, if required.

Owned Aircraft means an aircraft in which the **Policyholder** or a related company has legal or equitable title. Fractional ownership in a company which is in the business of providing aircraft for private use will be deemed to be equitable title in the aircraft used by the **Policyholder**.

Plan means the **Plan** design as described on the Schedule.

Policy means this Group **Accident Insurance Policy**.

Policyholder means the group named on the front page of this **Policy**.

Specialized Aviation Activity means an aircraft while it is being used for one or more of the following activities:

acrobatic or stunt flying	hang gliding
aerial photography	hunting
banner towing	parachuting or skydiving
bird or fowl herding	pipe line inspection
crop dusting	power line inspection
crop seeding	racing
crop spraying	skywriting
endurance tests	test or experimental purpose
exploration	
fire fighting	
flight on a rocket-propelled or rocket launched aircraft	
flight which requires a special permit or waiver from the authority having jurisdiction over civil aviation, even though granted	

Spouse, if used in this **Policy**, means the **Insured's** legally married **Spouse**.

Under lease, as used in the **Coverages** Section, means an aircraft which the **Policyholder** does not own but has the right to use, under a written agreement, for more than ten (10) consecutive days and/or for more than fifteen (15) days in a one (1) year period. A **Chartered Aircraft** will not be considered **Under lease**.

We, Us, and Our refers to Zurich American Insurance Company.

SECTION IV – COVERAGES

24 HOUR ACCIDENT PROTECTION, BUSINESS AND PLEASURE EXCLUDING CORPORATE OWNED OR LEASED AIRCRAFT, PASSENGER ONLY, H-1

Class I, Class V, Class VI, Class VII and Class VIII:

The **Hazards** insured against by this **Policy** are:

A **Covered Injury** sustained by an **Insured** anywhere in the world, subject to the terms, conditions, exclusions and limitations under this **Policy**.

Hazard Limitations:

Air travel **Coverage** is limited to a loss sustained during a trip, while the **Insured** is a passenger, riding in or on, boarding or getting off:

- A. any civilian aircraft with a current and valid normal, transport, or commuter type standard airworthiness certificate as defined by the Federal Aviation Administration or its successor or an equivalent certification from a foreign government. This aircraft must be operated by a pilot with a current and valid:
 - 1. medical certificate; and
 - 2. pilot certificate with a proper rating to pilot such aircraft.
- B. any aircraft which is not subject to a certificate of airworthiness; whose design and customary and regular purpose is for transporting passengers; and which is operated by the Armed Forces of the United States of America or the Armed Forces of any foreign government.

Hazard Exclusions:

Coverage is not provided:

- A. If the **Insured** is the pilot, operator, member of the crew or cabin attendant of any aircraft.
- B. Unless **We** have previously consented in writing to the use, **Coverage** is not provided for any loss, caused by, contributed to, resulting from riding in or on, boarding, or getting off:
 - 1. any aircraft other than those expressly stated in this **Coverage**;
 - 2. any aircraft **Owned** or **Controlled** by, or **Under lease** to the **Policyholder**;
 - 3. any aircraft **Owned** or **Controlled** by, or **Under lease** to an **Insured** or a member of an **Insured's** family or household;
 - 4. any aircraft operated by the **Policyholder** or one of the **Policyholder's** employees including members of an employee's family or household;
 - 5. any aircraft engaged in a **Specialized Aviation Activity**;
 - 6. any conveyance used for tests or experimental purposes, or in a race or speed test.

Other Limitations and Exclusions that apply to this **Hazard** are in Section VII General Exclusions and Section VIII General Limitations.

**24 HOUR ACCIDENT PROTECTION WHILE ON BUSINESS TRIP,
EXCLUDING CORPORATE OWNED OR LEASED AIRCRAFT,
PASSENGER ONLY, H-2**

Class II:

The **Hazards** insured against by this **Policy** are:

A **Covered Injury** sustained by an **Insured** anywhere in the world while on the **Business of the Policyholder** during a business trip, subject to the terms, conditions, limitations and exclusions under this **Policy**.

Coverage, subject to limitations and exclusions, is provided between:

- A. the later of the time the **Insured** leaves the place where he or she normally works or lives; and
- B. the earlier of the time the **Insured** returns to the place where he or she normally works or lives.

Hazard Limitations:

Air travel **Coverage** is limited to a loss sustained during a trip, while the **Insured** is a passenger, riding in or on, boarding or getting off:

- A. any civilian aircraft with a current and valid normal, transport, or commuter type standard airworthiness certificate as defined by the Federal Aviation Administration or its successor or an equivalent certification from a foreign government. This aircraft must be operated by a pilot with a current and valid:
 - 1. medical certificate; and
 - 2. pilot certificate with a proper rating to pilot such aircraft.
- B. any aircraft which is not subject to a certificate of airworthiness; whose design and customary and regular purpose is for transporting passengers; and which is operated by the Armed Forces of the United States of America or the Armed Forces of any foreign government.

Hazard Exclusions:

Coverage is not provided:

- A. If the **Insured** is the pilot, operator, member of the crew or cabin attendant of any aircraft.
- B. For an assignment by the **Policyholder** or relocation that exceeds three hundred sixty-five (365) days in duration. Note: If an assignment exceeds three hundred sixty-five (365) days in duration, the location of the assignment will be considered the place of permanent assignment, and the **Insured** will then have **Coverage** when traveling elsewhere on the **Business of the Policyholder**.
- C. Unless **We** have previously consented in writing to the use, **Coverage** is not provided for any loss, caused by, contributed to, resulting from riding in or on, boarding, or getting off:
 - 1. any aircraft other than those expressly stated in this **Coverage**;
 - 2. any aircraft **Owned** or **Controlled** by, or **Under lease** to the **Policyholder**;
 - 3. any aircraft **Owned** or **Controlled** by, or **Under lease** to an **Insured** or a member of an **Insured's** family or household;
 - 4. any aircraft operated by the **Policyholder** or one of the **Policyholder's** employees including members of an employee's family or household;
 - 5. any aircraft engaged in a **Specialized Aviation Activity**;
 - 6. any conveyance used for tests or experimental purposes, or in a race or speed test.

Hazard Definitions:

- **Business of the Policyholder** means an assignment by or at the direction of the **Policyholder** to further the business of the **Policyholder**. It does not include an **Accident** occurring during usual travel to and from work; bona fide leaves of absence or vacation. It does include a **Personal Deviation** and **Side Trips** of a personal nature.
- **Personal Deviation** means non-business activities undertaken while on the **Business of the Policyholder**, but unrelated to furthering the **Business of the Policyholder**.
- **Side Trip** means non-business travel of a personal nature that: 1) is incidental to the business trip; 2) would not have been taken if not for the business trip; 3) is taken during the course of the business trip; and 4) is limited to 336 hours (14 days).

Other Limitations and Exclusions that apply to this **Hazard** are in Section VII General Exclusions and Section VIII General Limitations.

**24 HOUR ACCIDENT PROTECTION WHILE ON A SPECIFIED TRIP,
EXCLUDING CORPORATE OWNED OR LEASED AIRCRAFT,
PASSENGER ONLY, H-3**

Class III and Class IV:

The **Hazards** insured against by this **Policy** are:

A **Covered Injury** sustained by an **Insured**, subject to the terms, conditions, limitations and exclusions under this **Policy**, during a specified trip to:

While traveling on a business trip and/or relocation trip* with a primary **Insured** person

* The trip must be approved by and at the expense of the **Policyholder**.

Coverage, subject to limitations and exclusions, is provided between:

- A. the later of the time the **Insured** leaves the place where he or she normally works or lives; and
- B. the earlier of the time the **Insured** returns to the place where he or she normally works or lives.

Hazard Limitations:

Air travel **Coverage** is limited to a loss sustained during the trip, while the **Insured** is a passenger, riding in or on, boarding or getting off:

- A. any civilian aircraft with a current and valid normal, transport, or commuter type standard airworthiness certificate as defined by the Federal Aviation Administration or its successor or an equivalent certification from a foreign government. This aircraft must be operated by a pilot with a current and valid:
 - 1. medical certificate; and
 - 2. pilot certificate with a proper rating to pilot such aircraft.
- B. any aircraft which is not subject to a certificate of airworthiness; whose design and customary and regular purpose is for transporting passengers; and which is operated by the Armed Forces of the United States of America or the Armed Forces of any foreign government.

Hazard Exclusions:

Coverage is not provided:

- A. If the **Insured** is the pilot, operator, member of the crew or cabin attendant of any aircraft.
- B. For travel or activities by the **Insured**, which deviate from the requirements for making the specified trip, or travel that is an extension of the specified trip. This does not include a **Personal Deviation** and **Side Trips** of a personal nature.
- C. Unless **We** have previously consented in writing to the use, **Coverage** is not provided for any loss, caused by, contributed to, resulting from riding in or on, boarding, or getting off:
 - 1. any aircraft other than those expressly stated in this **Coverage**;
 - 2. any aircraft **Owned** or **Controlled** by, or **Under lease** to the **Policyholder**;
 - 3. any aircraft **Owned** or **Controlled** by, or **Under lease** to an **Insured** or a member of an **Insured's** family or household;
 - 4. any aircraft operated by the **Policyholder** or one of the **Policyholder's** employees including members of an employee's family or household;
 - 5. any aircraft engaged in a **Specialized Aviation Activity**;
 - 6. any conveyance used for tests or experimental purposes, or in a race or speed test.

Hazard Definitions:

- **Personal Deviation** means non-business activities undertaken while on the specified trip, but unrelated to the specified trip.
- **Side Trip** means non-business travel of a personal nature that: 1) is incidental to the specified trip; 2) would not have been taken if not for the specified trip; 3) is taken during the course of the specified trip; and 4) is limited to 336 hours (14 days).

Other Limitations and Exclusions that apply to this **Hazard** are in Section VII General Exclusions and Section VIII General Limitations.

EXPOSURE AND DISAPPEARANCE COVERAGE

If an **Insured** is exposed to weather because of an **Accident** and this results in a **Covered Loss**, **We** will pay the applicable **Principal Sum**, subject to all **Policy** terms.

If the conveyance in which an **Insured** is riding disappears, is wrecked, or sinks, and the **Insured** is not found within 365 days of the event, **We** will presume that the person lost his or her life as a result of **Injury**. If travel in such conveyance was covered under the terms of this **Policy**, **We** will pay the applicable **Principal Sum**, subject to all **Policy** terms. **We** have the right to recover the benefit if **We** find that the **Insured** survived the event.

Limitations and Exclusions that apply to this **Hazard** are in Section VII General Exclusions and Section VIII General Limitations.

EXTRA-ORDINARY COMMUTATION COVERAGE

Coverage is extended to include a **Covered Injury** suffered by an **Insured** while commuting directly between his or her home, and place of regular employment. This can be by car or other conveyance. For this **Coverage** to take effect, there must be a stop in service due to a strike or major breakdown of one or more public transit systems regularly used by the **Insured**.

This **Coverage** begins when the **Insured** leaves his or her home or place of work. This **Coverage** ends when the **Insured** arrives at his or her home or place of work. Except for events beyond the control of the **Insured**, no losses will be covered if the **Insured** deviates from his or her normal route.

This **Coverage** will not be extended if the operator of the private passenger automobile in which the **Insured** was riding at the time he or she incurred such **Covered Injury** was either:

1. under the influence of alcohol;
 - a. A driver will be conclusively presumed to be under the influence of alcohol if the level of alcohol in his or her blood exceeds the amount at which a person is presumed, under the law of the locale in which the accident occurred, to be under the influence of alcohol or intoxicating liquor if operating a motor vehicle.
 - b. An autopsy report from a licensed medical examiner, law enforcement officer reports, or similar items will be considered proof of the driver's intoxication. Or,
2. under the influence of any controlled substance, unless such controlled substance was prescribed by a physician and taken in accordance with the prescribed dosage.

Limitations and Exclusions that apply to this **Hazard** are in Section VII General Exclusions and Section VIII General Limitations.

FELONIOUS ASSAULT COVERAGE

Coverage is extended to an **Insured** who suffers a **Covered Injury** as defined under the **Accidental Death or Dismemberment Benefit**, as a direct result of a violent or criminal act committed by someone other than the **Insured**, a **Fellow Employee** or a member of his or her **Family** or **Household**, provided:

1. the **Injury** is incurred in connection with or related to the **Policyholder's** business; and
2. the **Injury** occurs on the **Policyholder's** premises.

For purposes of this **Coverage**:

Fellow Employee means a person employed by the same employer as the **Insured** or by an employer that is an affiliated or subsidiary corporation. It will also include any person who was so employed, but whose employment was terminated not more than forty-five (45) days prior to the date on which the defined violent crime/felonious assault was committed.

Family means the **Insured's** parent, stepparent, **Spouse** or former **Spouse**, son, daughter, sibling, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, aunt, uncle, cousins, grandparent, grandchild or stepchild.

Household means a person who maintains residence at the same address as the **Insured**.

This **Coverage** applies only to the crimes or attempted crimes of robbery, theft, holdup, kidnapping.

For purposes of this **Felonious Assault Coverage**, the **Aggregate Limit of Liability** per **Covered Accident** is \$5,000,000.

Limitations and Exclusions that apply to this **Hazard** are in Section VII General Exclusions and Section VIII General Limitations.

HIJACKING or SKYJACKING COVERAGE

The exclusion for war or any acts of war whether declared or undeclared as found in Section VII General Exclusions of this **Policy** is modified and **Covered Injuries** directly resulting from a **Hijacking** or **Skyjacking** or any attempt at any **Hijacking** or **Skyjacking** are covered under this **Policy**.

Hijacking or **Skyjacking** means the unlawful seizure or wrongful exercise of control of an aircraft or conveyance or the crew thereof, in which the **Insured** is traveling as a passenger.

This **Coverage** will continue beyond the actual **Hijacking** or **Skyjacking** while the **Insured** is:

1. subject to the control of the person(s) making the **Hijacking** or **Skyjacking**; and
2. traveling directly to the **Insured's** home or original destination.

Limitations and Exclusions that apply to this **Hazard** are in Section VII General Exclusions and Section VIII General Limitations.

WAR RISK COVERAGE

The exclusion for war or any acts of war, whether declared or undeclared, as found in Section VII General Exclusions of this **Policy** is modified, and **Covered Injuries** directly resulting from war or any acts of war, whether declared or undeclared, are covered under this **Policy** provided:

- A.** the war or act of war causing the **Injury** does not occur within any of the states of the United States of America (including the District of Columbia), Afghanistan, Iraq, or the **Insured's** country of residence.

This **War Risk Coverage** is subject to an **Aggregate Limit of Liability** of \$5,000,000 per **Covered Accident**.

We may, by giving ten (10) days written notice to the **Policyholder**, (1) require additional premium, to be calculated at the standard war risk rates utilized at the time of the exposure; (2) amend the list of countries above; or (3) cancel this **Coverage**. Any revision or cancellation will not prejudice any claim that occurred prior to the effective date of the revision or cancellation. Any unearned premium at the time of a cancellation will be promptly calculated and returned to the **Policyholder** on a pro-rata basis, but the return of the unearned premium is not a condition of cancellation. **Our** failure to exercise any of **Our** rights under this **Coverage** will not be deemed a waiver of these rights.

Limitations and Exclusions that apply to this **Hazard** are in Section VII General Exclusions and Section VIII General Limitations.

SECTION V – BENEFITS

ACCIDENTAL DEATH BENEFIT

If an **Insured** suffers a loss of life as a result of a **Covered Injury**, We will pay the applicable **Principal Sum**. The death must occur within 365 days of the **Covered Injury**.

This benefit is subject to the limitations in Section VIII General Limitations.

ACCIDENTAL DISMEMBERMENT AND COVERD LOSS OF USE AND PLEGIA BENEFIT

If an **Injury** to **You** results in any of the following **Covered Losses**, We will pay the benefit amount shown. The **Covered Loss** must occur within 365 days of the **Accident**.

The benefit amounts are based on the **Principal Sum** of the person suffering the **Covered Loss**.

Covered Loss of	Benefit
1. Both Hands or Both Feet	Principal Sum
2. One Hand and One Foot	Principal Sum
3. One Hand or One Foot plus the loss of Sight of One Eye	Principal Sum
4. Sight of Both Eyes	Principal Sum
5. Speech and Hearing	Principal Sum
6. Speech or Hearing	50% of Principal Sum
7. One Hand; One Foot; or Sight of One Eye	50% of Principal Sum
8. Thumb and Index Finger of the same Hand	25% of Principal Sum

Plegia

- | | |
|--|-----------------------------|
| 1. Quadriplegia (total paralysis of all four Limbs) | Principal Sum |
| 2. Paraplegia (total paralysis of both lower Limbs) | 75% of Principal Sum |
| 3. Hemiplegia (total paralysis of upper and lower Limbs
on one side of the body) | 50% of Principal Sum |
| 4. Uniplegia (total paralysis of one Limb) | 25% of Principal Sum |

For purposes of this benefit:

1. **Covered Loss** means:
 - a. For a foot or hand, actual severance through or above an ankle or wrist joint;
 - b. Actual severance through or above the metacarpophalangeal joint of a thumb or index finger;
 - c. Total and permanent loss of sight;
 - d. Total and permanent loss of speech;
 - e. Total and permanent loss of hearing.
2. **Plegia** must continue for twelve (12) consecutive months and be determined by **Our** competent medical authority to be permanent, complete and irreversible paralysis of one or more **Limbs**. A **Limb** means an arm or a leg. Proof of total paralysis may be required by **Us** on a periodic basis. Benefits are not payable for paralysis caused by a stroke.

This benefit is subject to the limitations in Section VIII General Limitations.

COMA BENEFIT

If an **Insured** suffers an **Injury** resulting in a **Covered Loss** within 90 days of a **Covered Accident**, and such **Injury** causes the **Insured** to be in a **Coma** for at least thirty (30) consecutive days, **We** will pay a **Coma Benefit**.

The **Coma Benefit** will be payable at 1% of the **Insured's Principal Sum** per month for the first 11 months the **Insured** remains in a **Coma**, following the initial thirty (30) day period. At the end of the 11 months of payment, if the **Insured** remains in a **Coma**, **We** will pay a lump sum benefit equal to the **Principal Sum** payable under the **Accidental Death Benefit** less the amount of the 11 months of benefit already received.

Coma will be determined by **Our** duly licensed physician.

This benefit is subject to the limitations in Section VIII General Limitations.

SECTION VI – ADDITIONAL BENEFITS

CARJACKING BENEFIT

If an **Insured** suffers an **Injury** resulting in a **Covered Loss**, which is payable under the **Accidental Death** or **Accidental Dismemberment and Plegia Benefit**, as a direct result of an **Accident** that occurs during a **Carjacking** of a private passenger automobile that the **Insured** was operating, getting into or out of, or riding in as a passenger, **We** will pay an additional benefit equal to 10% of the applicable **Principal Sum** to a maximum of \$25,000.

Verification of the **Carjacking** must be made part of an official police report within twenty-four (24) hours of the **Carjacking** or as soon as reasonably possible, or be certified in writing by the investigating officer(s) within twenty-four (24) hours or as soon as reasonably possible, and such verification must be provided to **Us**.

For purposes of this benefit, **Carjacking** means a person other than the **Insured** taking unlawful possession of a private passenger automobile by means of force or threats against the person(s) then rightfully occupying it.

CRITICAL BURN BENEFIT

If an **Insured** suffers an **Injury** resulting in a **Covered Loss** as a result of a **Covered Accident**, which is payable under the **Accidental Dismemberment and Plegia Benefit**, an additional benefit will be payable equal to the lesser of 10% of the applicable **Principal Sum** or \$10,000, provided all terms and conditions of the **Policy** are met and:

1. the **Insured** has received second degree or higher burns over 25% of his or her body; and
2. the **Insured** has undergone reconstructive surgery to treat the burned areas of the body; and
3. the reconstructive surgery has taken place within 365 days of the occurrence of the **Injury**.

DAY CARE BENEFIT

If an **Insured** suffers an **Injury** resulting in a **Covered Loss**, which is payable under the **Accidental Death Benefit**, **We** will pay an additional benefit for day care expenses to the individual who incurs the expense on behalf of each **Dependent Child** if:

1. on the date of the **Accident**, the **Dependent Child** was enrolled in an **Accredited Child Care Facility**, or enrolls in such facility within ninety (90) days from the date of loss; and
2. the **Dependent Child** is under age 13.

The **Day Care Benefit** will be equal to the lesser of:

1. the actual cost of the child care;
2. 10% of the **Principal Sum** of the **Insured** who suffered the **Covered Loss**; or
3. \$10,000.

The **Day Care Benefit** will be paid annually for four (4) consecutive years if:

1. the **Dependent Child** is under age 13 at the time of each annual payment; and
2. proof, acceptable to **Us**, is received by **Us** that verifies that the **Dependent Child** remains enrolled in an **Accredited Child Care Facility**.

An **Accredited Child Care Facility** means:

1. a child care facility that operates pursuant to state and local laws;
2. is licensed by the state for such child care facilities; and
3. has been provided with a Tax Identification Number by the Internal Revenue Service.

An **Accredited Child Care Facility** does not include a hospital; the child's home; a nursing or convalescent home; a facility for the treatment of mental disorders; an orphanage; or a treatment center for drug and alcohol abuse.

HEARING AID OR PROSTHETIC APPLIANCE BENEFIT

If an **Insured** suffers an **Injury** resulting in a **Covered Loss**, which is payable under the **Accidental Dismemberment and Plegia Benefit**, **We** will pay an additional benefit provided:

1. the **Insured** is required to use a hearing aid or prosthetic appliance;
2. the **Injury** that caused the payment of the **Accidental Dismemberment and Plegia Benefit** is the same **Injury** that requires the **Insured** to use the **Hearing Aid or Prosthetic Appliance**; and
3. the **Hearing Aid or Prosthetic Appliance** was required within one (1) year of the **Injury**.

The amount **We** will pay will be equal to the one-time cost of the **Hearing Aid or Prosthetic Appliance** actually paid by the **Insured**.

This benefit will not be paid unless:

1. the **Hearing Aid or Prosthetic Appliance** was prescribed by a legally qualified physician or surgeon who is not the **Insured's** spouse, child, or relative; and
2. presentation of proof of payment is provided to **Us**.

For purposes of this benefit, **Prosthetic Appliance** will include an artificial limb or eye.

No payment will be made for ordinary living, traveling or clothing expenses.

The maximum amount payable under all provisions of this benefit combined will be the lesser of 10% of the **Insured's Principal Sum** or \$10,000.

HIGHER EDUCATION BENEFIT

If the **Insured** suffers an **Injury** resulting in a **Covered Loss**, which is payable under the **Accidental Death Benefit**, **We** will pay an additional benefit for higher education expenses to the individual who incurs the expense for each **Dependent Child**.

A **Dependent Child** is eligible for the **Higher Education Benefit** if on the date of the **Accident**:

1. he or she is enrolled as a full-time student in an accredited college, university or trade school; or

2. he or she is at the 12th grade level and enrolls in an accredited college, university or trade school within one (1) year from the date of the **Accident**.

The **Higher Education Benefit** will be equal to 10% of the **Insured's Principal Sum**, to a maximum of \$10,000. This amount will be paid annually for four (4) consecutive years if the **Dependent Child** continues his or her education. Before this benefit is paid each year, the **Dependent Child** must present written proof, acceptable to **Us**, that he or she is attending an institution of higher learning on a full-time basis.

HOME ALTERATION AND VEHICLE MODIFICATION BENEFIT

If an **Insured** suffers an **Injury** resulting in a **Covered Loss** which is payable under the **Accidental Dismemberment and Plegia Benefit**, **We** will pay an additional benefit for home alterations and/or vehicle modifications, provided:

1. the **Insured** is required to use a wheelchair to be ambulatory on a permanent basis; and
2. the **Injury** that caused the payment of the **Accidental Dismemberment and Plegia Benefit** is the same **Injury** that requires the **Insured** to need the wheelchair.

The amount **We** will pay will be equal to:

1. the one-time cost of alterations to the **Insured's** primary residence to make it wheelchair accessible and habitable; and
2. the one-time cost of modifications necessary to his or her motor vehicle to make the vehicle accessible or drivable.

Benefits will not be payable unless:

1. alterations and/or modifications are made by a person or persons experienced in such alterations and/or modifications, and are recommended by a recognized organization providing support and assistance to wheelchair users; and
2. presentation of proof of payment is provided to **Us**.

The maximum amount payable under all provisions of this benefit combined will be the lesser of 20% of the **Insured's Principal Sum** or \$50,000.

REHABILITATION BENEFIT

If the **Insured** suffers an **Injury** resulting in a **Covered Loss**, which is payable under the **Accidental Dismemberment and Plegia Benefit**, **We** will pay an additional benefit for the **Reasonable and Customary** expenses actually incurred for **Rehabilitation Training**, in an amount equal to the lesser of:

1. the actual expenses that are incurred within two (2) years from the date of the **Accident** for the **Rehabilitation Training**;
2. \$25,000; or
3. 10% of the **Insured's Principal Sum**.

Rehabilitation Training means a treatment program that:

1. is prescribed by a licensed physician acting within the scope of his or her license that is approved by **Us** prior to the provision of services;
2. is required due to the **Insured's Injury**; and
3. prepares the **Insured** for an occupation that he or she would not have engaged in except for the **Injury**.

Reasonable and Customary expenses means the common charges made by other health care providers in the same locality for the treatment furnished. If the common charges for a service cannot be determined due to the unusual nature of such service, **We** will determine the amount based upon:

1. the complexity involved;
2. the degree of professional skill required; and
3. any other pertinent factors.

We reserve the right to make the final determination of what is **Reasonable and Customary**.

SEAT BELT/AIR BAG BENEFIT

If an **Insured** suffers an **Injury** resulting in a **Covered Loss**, which is payable under the **Accidental Death Benefit**, and the **Injury** which caused the accidental death directly resulted from an automobile **Accident**, **We** will pay an additional benefit, which equals 10% of the applicable **Principal Sum** up to a maximum of \$25,000, provided that the **Insured** was:

1. operating or riding as a passenger in any private passenger automobile designed for use primarily on public roads; and
2. wearing an original, equipped, factory installed or manufacturer authorized and unaltered seat belt, or lap and shoulder restraint at the time of the **Injury**.

Verification of the **Insured's** actual use of the seat belt or lap and shoulder restraints is required as follows:

1. in the official law enforcement report of the **Accident**, through certification by the investigating officers; or
2. by other reasonable proof, acceptable to **Us**.

An additional benefit equal to 10% of the **Insured's Principal Sum** to a maximum of \$25,000, will be paid if the **Insured** was driving a private passenger automobile with a manufacturer equipped driver-side air bag or riding as a passenger in a private passenger automobile with a manufacturer equipped passenger-side air bag, provided the **Insured's** seat belt or lap and shoulder restraint was properly fastened at the time of the **Accident**. The proper functioning and/or deployment of the air bag must be certified in the official law enforcement report of the **Accident**, through certification by the investigating officers or by other reasonable proof, acceptable to **Us**.

We will not pay a **Seat Belt** or **Air Bag Benefit** if the driver of the automobile in which the **Insured** was riding was either:

1. under the influence of alcohol;
 - a. A driver will be conclusively presumed to be under the influence of alcohol if the level of alcohol in his or her blood exceeds the amount at which a person is presumed, under the law of the locale in which the **Accident** occurred, to be under the influence of alcohol or intoxicating liquor if operating a motor vehicle.
 - b. An autopsy report from a licensed medical examiner, law enforcement officer reports, or similar items will be considered proof of the driver's intoxication. Or,
2. under the influence of any prescription drug, narcotic, or hallucinogen, unless such prescription drug, narcotic, or hallucinogen was prescribed by a physician and taken in accordance with the prescribed dosage.

SPOUSE/DOMESTIC PARTNER RETRAINING BENEFIT

If an **Insured** suffers an **Injury** resulting in a **Covered Loss**, which is payable under the **Accidental Death Benefit**, **We** will pay to his or her **Spouse/Domestic Partner**, the actual cost of any professional or trade-training program in which the **Spouse/Domestic Partner** enrolls, provided:

1. the purpose of the training program is to obtain an independent source of support and maintenance;
2. the actual cost is incurred within thirty (30) months from the death of the **Insured**; and
3. the professional or trade training program is licensed by the state.

The maximum amount payable under this benefit will be the lesser of 10% of the **Insured's Principal Sum** or \$10,000.

THERAPEUTIC COUNSELING BENEFIT

If an **Insured** suffers an **Injury** resulting in a **Covered Loss**, which is payable under the **Accidental Dismemberment and Plegia Benefit**, and the **Insured** requires **Therapeutic Counseling**, **We** will reimburse the charges for such counseling, to the individual who incurs the expense, provided:

1. all terms and conditions of the **Policy** are met;
2. **Therapeutic Counseling** begins within ninety (90) days of the **Covered Accident**;
3. **Therapeutic Counseling** must be received within one (1) year from the date of the **Covered Loss**.

Therapeutic Counseling means treatment or counseling provided by a licensed therapist or counselor who is registered or certified to provide psychological treatment or counseling.

The maximum amount payable under this benefit is \$25,000 for any one **Covered Accident**.

SECTION VII – GENERAL EXCLUSIONS

A loss will not be a **Covered Loss** if it is caused by, contributed to, or results from:

1. suicide or any attempt at suicide or intentionally self-inflicted **Injury** or any attempt at intentionally self-inflicted **Injury**;
2. war or any act of war, whether declared or undeclared;
3. involvement in any type of active military service;
4. illness or disease, regardless of how contracted; medical or surgical treatment of illness or disease; or complications following the surgical treatment of illness or disease; except for **Accidental** ingestion of contaminated foods;
5. participation in the commission or attempted commission of any felony;
6. parasailing, bungee jumping;
7. being intoxicated while operating a motor vehicle.
 - a. An **Insured** will be conclusively presumed to be intoxicated if the level of alcohol in his or her blood exceeds the amount at which a person is presumed, under the law of the locale in which the **Accident** occurred, to be intoxicated, if operating a motor vehicle.
 - b. An autopsy report from a licensed medical examiner, law enforcement officer reports, or similar items will be considered proof of the **Insured's** intoxication.
8. being under the influence of any prescription drug, narcotic, or hallucinogen, unless such prescription drug, narcotic, or hallucinogen was prescribed by a physician and taken in accordance with the prescribed dosage;
9. travel or flight in any aircraft except to the extent stated in the **Coverage** Section;
10. release, whether or not accidental, or by any person unlawfully or intentionally, of nuclear energy or radiation, including sickness or disease resulting from such release;
11. a cardiovascular event or stroke caused by exertion prior to or at the same time as an **Accident**;
12. alcoholism, drug addiction or the use of any drug or narcotic except as prescribed by a licensed medical provider operating within his or her scope of authority.

SECTION VIII – GENERAL LIMITATIONS

Limitation on Multiple Covered Losses. If an **Insured** suffers more than one loss as a result of the same **Accident**, **We** will pay only one benefit, the largest benefit.

Limitation on Multiple Benefits. If an **Insured** can recover benefits under more than one of the following benefits: **Accidental Death Benefit, Accidental Dismemberment and Plegia Benefit, Coma Benefit**, as a result of the same **Accident**, the most **We** will pay for these benefits in total is the **Insured's Principal Sum**.

Limitation on Multiple Hazards. If an **Insured** suffers a **Covered Loss** that is covered under more than one **Hazard**, **We** will pay only one benefit, the largest benefit unless there is a specific written exception in the **Policy**.

Aggregate Limit. **We** will not pay more than the **Aggregate Limit of Liability** stated in the Schedule or a specific **Hazard(s)**.

SECTION IX - TERMINATION OF INSURANCE

A. Policy Termination.

Termination by Policyholder. The **Policyholder** may terminate this **Policy** on the first renewal date or at any time after that date by delivering to **Us** a written notice to end this **Policy** at least thirty (30) days in advance of such termination. **We** will calculate and return the unearned premium, if any, using a standard short rate table. The **Policyholder** will send **Us** any additional amounts owed, if any, between the **Policy's** paid to date and the official date of termination.

Termination by Us. **We** may terminate this **Policy** by giving the **Policyholder** at least thirty (30) days notice of **Our** intent to terminate. Such notice will state the exact date the **Policy** will terminate. **We** may also end this **Policy** for non-payment of premium on any premium due date if the payment is not received prior to the end of the **Grace Period**. **We** will mail a notice of such termination to the **Policyholder's** last address shown in **Our** records.

B. Termination of Individual's Insurance.

Insured. Insurance automatically terminates on the earliest of:

1. the date the **Policy** is terminated;
2. the date the **Insured** ceases to be eligible for insurance;
3. the expiration date of the period for which required premium has been paid for such **Insured**;
4. the date the **Insured** fails to pay the required premium, if the **Insured** is so required;
5. the date the **Insured** retires.

SECTION X - HOW TO FILE A CLAIM

- A. Notice.** The **Insured** or the beneficiary, or someone on their behalf, must give **Us** written notice of the **Covered Loss** within ninety (90) days of such **Covered Loss**. The notice must name the **Insured**, and the **Policy** Number. To request a claim form, the **Insured** or the beneficiary, or someone on their behalf may contact **Us** at 1-866-841-4771. The notice must be sent to the Claims Department, Zurich American Insurance Company, P.O. Box 968041, Schaumburg, IL 60196-8041, or any of **Our** agents. Notice to **Our** agents is considered notice to **Us**.
- B. Claim Forms.** **We** will send the claimant proof of **Covered Loss** forms within fifteen (15) days after **We** receive notice. If the claimant does not receive the proof of **Covered Loss** form in fifteen (15) days after submitting notice, he or she can send **Us** a detailed written report of the claim and the extent of the **Covered Loss**. **We** will accept this report as a proof of **Covered Loss** if sent within the time fixed below for filing a proof of **Covered Loss**.
- C. Proof of Covered Loss.** Written proof of **Covered Loss**, acceptable to **Us**, must be sent within ninety (90) days of the **Covered Loss**. Failure to furnish proof of **Covered Loss** acceptable to **Us** within such time will neither invalidate nor reduce any claim if it was not reasonably possible to furnish the proof of **Covered Loss**, and the proof was provided as soon as reasonably possible.

SECTION XI - PAYMENT OF CLAIMS

- A. Time of Payment.** **We** will pay claims for all **Covered Losses**, other than **Covered Losses** for which this **Policy** provides any periodic payment, immediately upon receipt of written proof of loss that is acceptable to **Us**. Unless an optional periodic payment is stated or chosen, any **Covered Loss** to be paid in periodic payments will be paid at the end of each four-week period. The unpaid balance, which remains when **Our** liability ends, will then be paid when **We** receive the proof of **Covered Loss** that is acceptable to **Us**.
- B. Who We Will Pay.**
1. Loss of Life of an **Insured**. **Covered Losses** resulting from the **Insured's** death are paid to the named beneficiary at the time of death. If there is no beneficiary named or the named beneficiary predeceases or dies at the same time as the **Insured**, **We** will pay the benefit to the beneficiary named by the **Insured** for the **Policyholder's** Group Life Insurance policy. If there is no beneficiary named by the **Insured** for the **Policyholder's** Group Life Insurance policy, or the named beneficiary predeceases or dies at the same time as the **Insured**, **We** will pay the benefit to the **Insured's** survivors in the following order:
 - a. the **Insured's** legally married **Spouse** or **Domestic Partner**;
 - b. the **Insured's** **Child(ren)**;
 - c. the **Insured's** parents;
 - d. the **Insured's** brothers and sisters;
 - e. the **Insured's** estate.
 2. All Other Claims. Benefits are to be paid to the **Insured**.
 3. If a **Foreign National** is entitled to benefits for a **Covered Loss** and **We** are unable to make payment directly to him or her because of legal restrictions in the country or jurisdiction where such **Foreign National** is located, **We** will either: (1) pay the benefits to a bank account owned by the **Foreign National** in the United States of America; or (2) if no such bank account is established or maintained, **We** will pay the benefits to the **Policyholder** on behalf of the **Foreign National**. It will then be the responsibility of the **Policyholder** to remit the benefit to such **Foreign National**. Payment of the benefit to the **Policyholder** will release **Us** from any further liability to the **Foreign National**.

If the **Policyholder** does not remit the payment to the **Foreign National**, the **Policyholder** will indemnify **Us** and hold **Us** harmless against any and all liability incurred by **Us** including, but not limited to, interest, penalties, and attorneys' fees in connection with, arising or resulting from such failure to remit payment. The **Policyholder** will not be considered the beneficiary under the **Policy** if payment is made to the **Policyholder** in accordance with this provision.

- C. Physical Examination and Autopsy.** We have the right to examine an **Insured** when and as often as **We** may reasonably request while the claim is pending. Such examination will be at **Our** expense. **We** can have an autopsy performed unless forbidden by law.
- D. Choice of Service Provider.** The **Insured** has the sole right to choose his or her duly licensed physician and hospital.

SECTION XII - GENERAL POLICY CONDITIONS

- A. Beneficiaries.** The **Insured** has the sole right to name a beneficiary. The beneficiary has no interest in the **Policy** other than to receive certain payments. The **Insured** may change the beneficiary at any time unless he or she has assigned the interest in the **Policy**. In such case, the person to whom he or she has assigned the interest in this **Policy** may have the right to change the beneficiary. Consent to a change by a prior beneficiary is not needed unless the previous beneficiary was designated as irrevocable. Any beneficiary designation must be in writing on a form acceptable to **Us**.
- B. Change or Waiver.** A change or waiver of any terms or conditions of this **Policy** must be issued by **Us** in writing and signed by one of **Our** executive officers. No agent has authority to change or waive **Policy** terms or conditions. A failure to exercise any of **Our** rights under this **Policy** will not be deemed as a waiver of such rights in the same or future situations.
- C. Clerical Error.** A clerical error or omission will not increase or continue an **Insured's Coverage**, which otherwise would not be in force. If an **Insured** applies for insurance for which he or she is not eligible, **We** will only be liable for any premiums paid to **Us**.
- D. Conformity with Statute.** Terms of this **Policy** that conflict with the laws of the state where it is delivered are amended to conform to such laws.
- E. Entire Contract.** This **Policy**, the **Policyholder** application, **Insured** enrollment materials, and any attachments represent the entire insurance contract between the **Policyholder** and **Us**.
- F. Grace Period.** Premiums are due for this **Policy** on or before the premium due date or renewal date, whichever applies. If the **Policyholder** does not pay a renewal premium when it is due, there is a thirty-one (31) day **Grace Period** to pay. During the **Grace Period**, the **Policy** will stay in force. The **Policyholder** will not have a **Grace Period** if **We** have given notice, at least thirty (30) days in advance, that **We** are going to terminate this **Policy**.
- G. Insured Certificates.** **We** will give to the **Policyholder** a **Certificate**, in either paper or electronic format, for their **Insureds**, where required by state law. The **Policyholder** will either give or make these **Certificates** available to the **Insureds**. Such **Certificate** will contain a summary of terms that affect benefits.
- H. Policyholder Records.** The **Policyholder** will keep a record of the **Coverage**, premium and other pertinent administrative information for each **Insured**, which, if acceptable to **Us** will be deemed to be a part of the **Policy**. **We** may examine these records at reasonable times while the **Policy** is in force and for six years after the termination of the **Policy**. The **Policyholder** will report to **Us** within a reasonable time all changes in information regarding an **Insured**. The **Policyholder** will indemnify **Us** for any benefits or other payments that are caused in whole or in part by the **Policyholder's** negligence or error in performing the record keeping function.
- I. Suit Against Us.** No action on this **Policy** may be brought until sixty (60) days after written proof of **Covered Loss** has been sent to **Us**. Any action must commence within three (3) years, (five (5) years in Kansas and Tennessee; and six (6) years in South Carolina and Wisconsin) of the date the written proof of **Covered Loss** was required to be submitted. If the law of the state where the **Insured** lives makes such limit void, then the action must begin within the shortest time period permitted by law. In those states where binding arbitration is allowed, binding arbitration will supersede this provision.

- J. ERISA Claims Fiduciary.** The **Policyholder** agrees that the **Policy** constitutes the plan and plan document under the Employee Retirement Income Security Act of 1974 as amended (ERISA). The **Policyholder** designates **Us** as the claims fiduciary of this plan and gives **Us** the discretionary authority to determine eligibility for benefits and to construe the terms of the plan. The **Policyholder** agrees to comply with the disclosure and reporting requirements of ERISA regarding the plan and **Our** designation and authority as the claims fiduciary.
- K. Assignment of Interest.** A transfer of interest is binding when **We** receive written notice on a form acceptable to **Us**. **We** have no duty to confirm that a transfer is valid.
- L. Arbitration.** Any contest to a claim denial under this **Policy** will be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction. The arbitration will occur at the offices of the American Arbitration Association nearest to the **Insured**. The arbitrator(s) will not award consequential or punitive damages in any arbitration under this section. This provision does not apply if the **Insured** is a resident of a state where the law does not allow binding arbitration in an insurance **Policy**, but only if this **Policy** is subject to its laws. In such a case, binding arbitration does not apply. This provision bars the institution of lawsuit by the **Insured**.
- N. Newly Acquired Corporation** If the **Policyholder** acquires a corporation through stock purchase, exchange of stock or otherwise, and notifies **Us** of such acquisition within ninety (90) days thereafter, the eligible employees of the **Newly Acquired Corporation** will be insured under this **Policy** as of the effective date of such acquisition.

If the **Policyholder** does not notify **Us** and provide **Us** with the underwriting information necessary for **Us** to determine the amount of additional premium required, if any, within the ninety (90) days, or does not pay such additional premium, if any, as required, the **Coverage** for the employees of the **Newly Acquired Corporation** will terminate. However, the **Policyholder** will be liable for the payment of any premium required for the period such **Coverage** was in effect.

Note: The above reporting provision only applies to corporations with more than a 10% change in population of employees originally accounted for. For corporations with less than a 10% change in population of employees originally accounted for, reporting of such acquisition will not be required, and **Coverage** will be automatic for the duration of the **Policy** term.

California Institute of Technology
GTU 3031879
Effective: January 1, 2019

AMENDATORY ENDORSEMENT
Enhanced Travel Assistance Plan



ZURICH AMERICAN INSURANCE COMPANY

1299 Zurich Way
Schaumburg, Illinois 60196

This endorsement, effective **January 1, 2019**, forms a part of **Policy No. GTU 3031879**, issued to **California Institute of Technology**.

THIS ENDORSEMENT CHANGES THE POLICY/CERTIFICATE. PLEASE READ IT CAREFULLY.

Applies to Class I, Class II, Class III, Class IV, Class V, Class VI and Class VII:

This endorsement modifies insurance provided under the Group Accident Policy.

It is hereby understood and agreed that the following changes are made and incorporated into the **Policy/Certificate**:

ENHANCED TRAVEL ASSISTANCE PLAN

This Enhanced Travel Assistance Plan will apply to the following **Covered Persons** when on a **Covered Trip**: the **Insured** and his or her **Spouse** or **Domestic Partner** and/or **Dependent Child(ren)** if the **Spouse** or **Domestic Partner** and/or **Dependent Child(ren)** are with the **Insured** while he or she is covered under the **Policy**. The **Spouse** or **Domestic Partner** and/or **Dependent Child(ren)** will not be covered while making a trip without the **Insured**. The transportation and/or services provided under this Enhanced Travel Assistance Plan must be pre-authorized by **Us** or **Our Assistance Provider**. This Enhanced Travel Assistance Plan consists of the following benefits:

ENHANCED TRAVEL ASSISTANCE PLAN BENEFITS

Medical Evacuation Benefit

If a **Covered Person** is **Injured** or **Ill** on a **Covered Trip** and is being treated in a hospital, medical facility, clinic or by a medical provider which, based upon **Our** or **Our Assistance Provider's** evaluation, cannot provide medical care in accordance with **Western Medical Standards**, **We** or **Our Assistance Provider** will arrange for, and cover the cost for, the transport of the **Covered Person** to the nearest hospital or medical facility which can provide such care. **We** or **Our Assistance Provider** must be contacted prior to the transport and **We** or **Our Assistance Provider** must pre-authorize the transport for this Medical Evacuation Benefit to be payable. No transport will be arranged for and/or covered without the prior recommendation of the attending physician.

Based on all the circumstances, **We** or **Our Assistance Provider** will determine the standard of care of a hospital or medical facility, clinic or medical provider for the limited purpose of determining **Our** liability.

Medical Repatriation Benefit

If a **Covered Person** is **Injured** or **Ill** on a **Covered Trip** and has sufficiently recovered to travel in a non-scheduled commercial air flight or a regularly scheduled air flight with special equipment and/or personnel with minimal risk to his or her health, **We** or **Our Assistance Provider** will arrange for, and cover the cost for, the transport of the **Covered Person** to his or her **Principal Residence**, in such transportation. **We** or **Our Assistance Provider** must be contacted prior to the transport and **We** or **Our Assistance Provider** must pre-authorize the transport for this Medical Repatriation Benefit to be payable. No transport will be arranged for and/or covered without the prior recommendation of the attending physician.

Based on all the circumstances, for the limited purpose of determining **Our** liability, **We** or **Our Assistance Provider** will determine the appropriateness of the scheduling and the mode of transportation as well as what special equipment and/or personnel are covered.

Non-Medical Repatriation Benefit

If a **Covered Person** is **Injured** or **Ill** on a **Covered Trip** and has sufficiently recovered to travel in a regularly scheduled economy class air flight without special equipment or personnel with minimal risk to his or her health, **We** or **Our Assistance Provider** will arrange for, and cover the cost to change the travel date on the return air flight and/or for an upgrade in the seating, to his or her **Principal Residence**. **We** or **Our Assistance Provider** must be contacted prior to the transport and **We** or **Our Assistance Provider** must agree to the change in the travel date and/or upgrade for this Non-Medical Repatriation Benefit to be payable. No change or upgrade will be made without the prior recommendation of the attending physician.

Return of Remains Benefit

If a **Covered Person** dies while on a **Covered Trip**, **We** or **Our Assistance Provider** will make arrangements and pay for the local preparation of the body for transport or cremation (not including the cost of cremation), travel clearances and authorizations, standard shipping container (not including urn or coffin) and transportation of the body or remains to its country of destination. **We** or **Our Assistance Provider** must be contacted prior to the preparation and transportation of the body and **We** or **Our Assistance Provider** must pre-authorize the services and transportation for this Return of Remains Benefit to be payable.

Visit to Hospital Benefit

If a **Covered Person** is scheduled to be hospitalized for more than seven (7) consecutive days while on a **Covered Trip**, **We** or **Our Assistance Provider** will arrange for, and cover the cost of, a regularly scheduled round trip economy class air flight and accommodations (including hotel/lodging and meals; but excluding personal comfort or convenience items) of the person for as many as two (2) people chosen by the **Covered Person** to visit the **Covered Person** while he or she is hospitalized. **We** or **Our Assistance Provider** must pre-authorize the transportation for this Visit to Hospital Benefit to be payable.

Return of Child Benefit

If a **Covered Person** is traveling with a **Dependent Child(ren)**, who is under nineteen (19) years of age or a **Dependent Child(ren)** who prior to age nineteen (19) became incapable of self-sustaining employment by reason of mental or physical handicap and remains chiefly dependent upon the **Covered Person** for support and maintenance, while on a **Covered Trip**, and due to the **Illness** of or **Injury** to the **Covered Person**, such **Dependent Child(ren)** is left unattended, **We** or **Our Assistance Provider** will arrange for, and cover the cost of, the transport of the **Dependent Child(ren)** by a regularly scheduled economy class air flight to the location chosen by the **Covered Person**, and for an attendant, if applicable. **We** or **Our Assistance Provider** must pre-authorize the transportation of the **Dependent Child(ren)** and attendant, if applicable, for this Return of Child Benefit to be payable.

Return of Companion Benefit

If a **Covered Person** is traveling with a companion while on a **Covered Trip**, and due to the **Illness** of or **Injury** to the **Covered Person** the **Covered Person** cannot complete the **Covered Trip** as scheduled, **We** or **Our Assistance Provider** will arrange for, and pay for, the lesser of the change fee for the companion's return air flight or a one way economy class flight. **We** or **Our Assistance Provider** must pre-authorize such costs for this Return of Companion Benefit to be payable.

Escort Services Benefit

If a **Covered Person** is traveling with a companion while on a **Covered Trip**, and due to **Illness** or **Injury** the **Covered Person** qualifies for medical evacuation, medical repatriation, non-medical repatriation or return of remains transportation and/or services, **We** or **Our Assistance Provider** will arrange for, and cover the cost for, the companion to join the **Covered Person** during the **Covered Person's** transport. **We** or **Our Assistance Provider** must pre-authorize such costs for this Escort Services Benefit to be payable.

Based on all the circumstances, for the limited purpose of determining **Our** liability, **We** or **Our Assistance Provider** will determine the appropriateness of the companion joining the **Covered Person** during the **Covered Person's** transport.

Dispatch of a Physician or Specialist Benefit

If a **Covered Person** is **Injured** or **Ill** on a **Covered Trip** and, based on the information available, **We** or **Our Assistance Provider** cannot adequately assess whether or not medical care can be provided in accordance with **Western Medical Standards** and/or medical evacuation, medical repatriation or non-medical repatriation transportation and/or services are necessary, **We** or **Our Assistance Provider** will arrange for, and cover the cost of, a physician's or specialist's travel to the **Covered Person's** location, as well as the medical services provided on location by such physician or specialist, to make the assessment. **We** or **Our Assistance Provider** must pre-authorize such costs for this Dispatch of a Physician or Specialist Benefit to be payable.

Security Evacuation Benefit

If, as a result of an **Event** that takes place while a **Covered Person** is on a **Covered Trip**, the **Covered Person** requires extrication from a location in which he or she is traveling due to an imminent physical danger, **We** or **Our Assistance Provider** will arrange for, and cover the cost for, the transport and related costs (including hotel/lodging, meals and, if necessary, physical protection for the **Covered Person**; but excluding personal comfort and convenience items) of the **Covered Person** to the nearest place of safety. **We** or **Our Assistance Provider** must be contacted prior to the transport and **We** or **Our Assistance Provider** must pre-authorize the transport for this Security Evacuation Benefit to be payable. Where a Security Evacuation becomes impractical because of hostile or dangerous conditions, **We** or **Our Assistance Provider** will make every effort to maintain contact with the **Covered Person**.

We or **Our Assistance Provider** will also arrange for, and cover the cost for, the transport and related costs (including hotel/lodging, meals and, if necessary, physical protection for the **Covered Person**; but excluding personal comfort and convenience items) of the **Covered Person** within seven (7) days of the **Covered Person's** extrication from a location in which he or she was traveling due to an imminent physical danger back to the location in which the **Covered Person** was traveling, provided return is safe and permitted, or the **Covered Person's Principal Residence**.

Based on all the circumstances, for the limited purpose of determining **Our** liability, **We** or **Our Assistance Provider** will determine the necessity of the extrication, the feasibility of the extrication and the appropriateness of the scheduling, as well as what mode of transportation and special equipment and/or personnel are covered. The maximum amount **We** will pay for this Security Evacuation Benefit is \$100,000.

TRAVEL ASSISTANCE PLAN EXCLUSIONS

We will not provide this Enhanced Travel Assistance Plan if the **Coverage** is excluded under Section VII – General Exclusions of the **Policy**, or if:

1. the **Covered Trip** was undertaken for the specific purpose of securing medical treatment;
2. **We** or **Our Assistance Provider** did not pre-authorize the transportation and/or services;
3. the **Covered Trip** was undertaken against the advice of a physician or medical practitioner;
4. the costs incurred are not necessary and/or are excessive. **We** or **Our Assistance Provider** will make that determination based on all the circumstances;
5. with respect to the Medical Evacuation Benefit, the medical care which is being provided is consistent with **Western Medical Standards**. **We** or **Our Assistance Provider** will make that determination based on all the circumstances;
6. with respect to the Medical Evacuation Benefit, it is not medically necessary to transport the **Covered Person** to another hospital or medical facility. **We** or **Our Assistance Provider** will make that determination based on all the circumstances;
7. based upon the medical condition of the **Covered Person** and/or the local conditions and circumstances, **We** or **Our Assistance Provider** determines that the medical evacuation or repatriation or non-medical repatriation is not appropriate. **We** or **Our Assistance Provider** will make that determination based on all the circumstances;
8. with respect to the Security Evacuation Benefit, the **Covered Person** has violated the laws or regulations of the location of his or her **Principal Residence** or the location in which he or she is traveling while on a **Covered Trip**;

9. with respect to the Security Evacuation Benefit, the **Covered Person** fails to produce or maintain immigration, work, residence or similar visas, permits or other relevant documentation for the location in which he or she is traveling while on a **Covered Trip**;
10. with respect to the Security Evacuation Benefit, the expenses incurred are solely due to the repossession of the **Policyholder's** or **Covered Person's** property by a titleholder or other interested party, to satisfy any debt, insolvency, financial failure or other financial obligation of the **Policyholder** or **Covered Person**;
11. with respect to the Security Evacuation Benefit, the expenses incurred are solely due to the **Policyholder** or **Covered Person** failing to honor any contractual obligation, bond or specific performance condition in a license;
12. with respect to the Security Evacuation Benefit, the **Covered Person** is a citizen of the country in which he or she is traveling while on a **Covered Trip**;
13. with respect to the Security Evacuation Benefit, the conditions leading to the **Covered Person's** departure were in existence prior to the **Covered Person** entering the location in which he or she was traveling while on a **Covered Trip** or such conditions were reasonably foreseeable prior to the **Covered Person** entering the location in which he or she was traveling while on a **Covered Trip**.

ENHANCED TRAVEL ASSISTANCE PLAN DEFINITIONS

For purposes of this Enhanced Travel Assistance Plan only, the following additional definitions apply:

Assistance Provider means International SOS.

Covered Trip means travel more than 100 miles from the **Covered Person's Principal Residence** and such travel is covered under the **Policy**.

Event means any of the following situations in which the **Covered Person** finds himself or herself while on a **Covered Trip**:

1. Expulsion from a location in which the **Covered Person** is traveling or being declared persona non-grata on the written authority of the recognized government of the location in which the **Covered Person** is traveling;
2. Political, social, or military events involving the location in which the **Covered Person** is traveling which result in the appropriate government authority(ies) of the **Covered Person's** location of **Principal Residence** or the location in which the **Covered Person** is traveling issuing a formal recommendation that citizens of the **Covered Person's** country of **Principal Residence** or the country in which the **Covered Person** is traveling leave the location in which the **Covered Person** is traveling;
3. Storm (wind, rain, snow, sleet, hail, lightning, dust or sand), earthquake, flood, volcanic eruption, wildfire or other similar event that results in such severe and widespread damage that the area of damage is officially declared a disaster area by the appropriate government authority(ies) of the location in which the **Covered Person** is traveling and such area is deemed to be uninhabitable or dangerous;
4. Confirmed (by documentation and/or physical evidence) attack or threat of attack against the **Covered Person's** health and safety by a third party;
5. Deemed kidnapped or a missing person by local or international authorities and, when found, the **Covered Person's** health and/or safety are in question within seven (7) day(s) of his or her being found.

Ill or Illness means a sickness or disease, which impairs the normal functions of the body and which first manifests itself during a **Covered Trip**.

Injured, Injury or Injuries means a bodily injury or injuries.

Principal Residence means the legal domicile of the **Covered Person**. If the **Covered Person** has dual citizenship, his or her country of citizenship is the country of the passport he or she used to enter the location in which he or she is traveling.

Western Medical Standards means generally accepted medical standards comparable to those in the United States, Canada or Western Europe.

For the purpose of this Enhanced Travel Assistance Plan, if there are any differences in the definition of a term between this Enhanced Travel Assistance Plan and the **Policy**, the definition in this Enhanced Travel Assistance Plan will govern.

ENHANCED TRAVEL ASSISTANCE PLAN - OTHER PROVISIONS

For purposes of this benefit only, the following additional conditions apply:

Changes to the Enhanced Travel Assistance Plan

The **Policyholder** shall notify all **Covered Persons** of any changes to this Enhanced Travel Assistance Plan within a reasonable time of such change.

Coverage Territory

We will not provide this Enhanced Travel Assistance Plan if any local, state, country or international law prohibits the provision of the transportation or services provided for under this Enhanced Travel Assistance Plan. **We** will be fully and completely excused from performance and discharged from any contractual obligation under this Enhanced Travel Assistance Plan.

Reservation of Rights

We may suspend, curtail or limit coverage under this Enhanced Travel Assistance Plan in any area in the event of rebellion, riot, military uprising, war, terrorism, labor disturbance, strike, nuclear accident, act of God or the refusal of authorities to permit **Us** or **Our Assistance Provider** to provide services, or in any location for which a travel warning has been issued by the appropriate government authority(ies) of the **Covered Person's** location of **Principal Residence** or the location in which the **Covered Person** is traveling.

Scope

Illness, as defined under this Enhanced Travel Assistance Plan, is solely covered under this Enhanced Travel Assistance Plan and in no way supersedes or modifies the other coverages and/or benefits provided under the **Policy**.

CLAIM DENIAL

If a claim under this Rider is denied in whole or in part, **We** will provide a notice of **Our** decision, which shall include the specific factual bases for the decision, and details of the process for disputing a denied claim (including but not limited to the address to which a grievance should be sent, time limits on when a grievance must be filed, and time frames in which to expect a response).

INDEPENDENT MEDICAL REVIEW PROGRAM

An **Insured** may apply to the California Department of Insurance for an independent medical review of a decision to deny, modify, or delay health care services, based in whole or in part on a finding that the disputed health care services are not **Medically Necessary**, within six months of the decision. The commissioner may extend the application deadline beyond six months if the circumstances of a case warrant the extension.

Endorsement No. 1

Effective Date: January 1, 2019 Attached to and forming a part of **Policy** No. GTU 3031879

Signed for by Zurich American Insurance Company:



January 1, 2019

President

Date

ZURICH AMERICAN INSURANCE COMPANY

1299 Zurich Way
Schaumburg, Illinois 60196

This endorsement, effective **January 1, 2019**, forms a part of **Policy No. GTU 3031879**, issued to **California Institute of Technology**.

THIS ENDORSEMENT CHANGES THE POLICY/CERTIFICATE. PLEASE READ IT CAREFULLY.

Applies to Class VIII:

This endorsement modifies insurance provided under the Group Accident Policy.

It is hereby understood and agreed that the following changes are made and incorporated into the **Policy/Certificate**:

ENHANCED TRAVEL ASSISTANCE PLAN

This Enhanced Travel Assistance Plan will apply to the following **Covered Persons** when on a **Covered Trip**: the **Insured** and his or her **Spouse** or **Domestic Partner** and/or **Dependent Child(ren)** if the **Spouse** or **Domestic Partner** and/or **Dependent Child(ren)** are with the **Insured** while he or she is covered under the **Policy**. The **Spouse** or **Domestic Partner** and/or **Dependent Child(ren)** will not be covered while making a trip without the **Insured**. The transportation and/or services provided under this Enhanced Travel Assistance Plan must be pre-authorized by **Us** or **Our Assistance Provider**. This Enhanced Travel Assistance Plan consists of the following benefits:

ENHANCED TRAVEL ASSISTANCE PLAN BENEFITS

Medical Evacuation Benefit

If a **Covered Person** is **Injured** or **Ill** on a **Covered Trip** and is being treated in a hospital, medical facility, clinic or by a medical provider which, based upon **Our** or **Our Assistance Provider's** evaluation, cannot provide medical care in accordance with **Western Medical Standards**, **We** or **Our Assistance Provider** will arrange for, and cover the cost for, the transport of the **Covered Person** to the nearest hospital or medical facility which can provide such care. **We** or **Our Assistance Provider** must be contacted prior to the transport and **We** or **Our Assistance Provider** must pre-authorize the transport for this Medical Evacuation Benefit to be payable. No transport will be arranged for and/or covered without the prior recommendation of the attending physician.

Based on all the circumstances, **We** or **Our Assistance Provider** will determine the standard of care of a hospital or medical facility, clinic or medical provider for the limited purpose of determining **Our** liability.

Medical Repatriation Benefit

If a **Covered Person** is **Injured** or **Ill** on a **Covered Trip** and has sufficiently recovered to travel in a non-scheduled commercial air flight or a regularly scheduled air flight with special equipment and/or personnel with minimal risk to his or her health, **We** or **Our Assistance Provider** will arrange for, and cover the cost for, the transport of the **Covered Person** to his or her **Principal Residence**, in such transportation. **We** or **Our Assistance Provider** must be contacted prior to the transport and **We** or **Our Assistance Provider** must pre-authorize the transport for this Medical Repatriation Benefit to be payable. No transport will be arranged for and/or covered without the prior recommendation of the attending physician.

Based on all the circumstances, for the limited purpose of determining **Our** liability, **We** or **Our Assistance Provider** will determine the appropriateness of the scheduling and the mode of transportation as well as what special equipment and/or personnel are covered.

Non-Medical Repatriation Benefit

If a **Covered Person** is **Injured** or **Ill** on a **Covered Trip** and has sufficiently recovered to travel in a regularly scheduled economy class air flight without special equipment or personnel with minimal risk to his or her health, **We** or **Our Assistance Provider** will arrange for, and cover the cost to change the travel date on the return air flight and/or for an upgrade in the seating, to his or her **Principal Residence**. **We** or **Our Assistance Provider** must be contacted prior to the transport and **We** or **Our Assistance Provider** must agree to the change in the travel date and/or upgrade for this Non-Medical Repatriation Benefit to be payable. No change or upgrade will be made without the prior recommendation of the attending physician.

Return of Remains Benefit

If a **Covered Person** dies while on a **Covered Trip**, **We** or **Our Assistance Provider** will make arrangements and pay for the local preparation of the body for transport or cremation (not including the cost of cremation), travel clearances and authorizations, standard shipping container (not including urn or coffin) and transportation of the body or remains to its country of destination. **We** or **Our Assistance Provider** must be contacted prior to the preparation and transportation of the body and **We** or **Our Assistance Provider** must pre-authorize the services and transportation for this Return of Remains Benefit to be payable.

TRAVEL ASSISTANCE PLAN EXCLUSIONS

We will not provide this Enhanced Travel Assistance Plan if the **Coverage** is excluded under Section VII – General Exclusions of the **Policy**, or if:

1. the **Covered Trip** was undertaken for the specific purpose of securing medical treatment;
2. **We** or **Our Assistance Provider** did not pre-authorize the transportation and/or services;
3. the **Covered Trip** was undertaken against the advice of a physician or medical practitioner;
4. the costs incurred are not necessary and/or are excessive. **We** or **Our Assistance Provider** will make that determination based on all the circumstances;
5. with respect to the Medical Evacuation Benefit, the medical care which is being provided is consistent with **Western Medical Standards**. **We** or **Our Assistance Provider** will make that determination based on all the circumstances;
6. with respect to the Medical Evacuation Benefit, it is not medically necessary to transport the **Covered Person** to another hospital or medical facility. **We** or **Our Assistance Provider** will make that determination based on all the circumstances;
7. based upon the medical condition of the **Covered Person** and/or the local conditions and circumstances, **We** or **Our Assistance Provider** determines that the medical evacuation or repatriation or non-medical repatriation is not appropriate. **We** or **Our Assistance Provider** will make that determination based on all the circumstances.

ENHANCED TRAVEL ASSISTANCE PLAN DEFINITIONS

For purposes of this Enhanced Travel Assistance Plan only, the following additional definitions apply:

Assistance Provider means International SOS.

Covered Trip means travel more than 100 miles from the **Covered Person's Principal Residence** and such travel is covered under the **Policy**.

Ill or **Illness** means a sickness or disease, which impairs the normal functions of the body and which first manifests itself during a **Covered Trip**.

Injured, Injury or **Injuries** means a bodily injury or injuries.

Principal Residence means the legal domicile of the **Covered Person**. If the **Covered Person** has dual citizenship, his or her country of citizenship is the country of the passport he or she used to enter the location in which he or she is traveling.

Western Medical Standards means generally accepted medical standards comparable to those in the United States, Canada or Western Europe.

For the purpose of this Enhanced Travel Assistance Plan, if there are any differences in the definition of a term between this Enhanced Travel Assistance Plan and the **Policy**, the definition in this Enhanced Travel Assistance Plan will govern.

ENHANCED TRAVEL ASSISTANCE PLAN - OTHER PROVISIONS

For purposes of this benefit only, the following additional conditions apply:

Changes to the Enhanced Travel Assistance Plan

The **Policyholder** shall notify all **Covered Persons** of any changes to this Enhanced Travel Assistance Plan within a reasonable time of such change.

Coverage Territory

We will not provide this Enhanced Travel Assistance Plan if any local, state, country or international law prohibits the provision of the transportation or services provided for under this Enhanced Travel Assistance Plan. **We** will be fully and completely excused from performance and discharged from any contractual obligation under this Enhanced Travel Assistance Plan.

Reservation of Rights

We may suspend, curtail or limit coverage under this Enhanced Travel Assistance Plan in any area in the event of rebellion, riot, military uprising, war, terrorism, labor disturbance, strike, nuclear accident, act of God or the refusal of authorities to permit **Us** or **Our Assistance Provider** to provide services, or in any location for which a travel warning has been issued by the appropriate government authority(ies) of the **Covered Person's** location of **Principal Residence** or the location in which the **Covered Person** is traveling.

Scope

Illness, as defined under this Enhanced Travel Assistance Plan, is solely covered under this Enhanced Travel Assistance Plan and in no way supersedes or modifies the other coverages and/or benefits provided under the **Policy**.

CLAIM DENIAL

If a claim under this Rider is denied in whole or in part, **We** will provide a notice of **Our** decision, which shall include the specific factual bases for the decision, and details of the process for disputing a denied claim (including but not limited to the address to which a grievance should be sent, time limits on when a grievance must be filed, and time frames in which to expect a response).

INDEPENDENT MEDICAL REVIEW PROGRAM

An **Insured** may apply to the California Department of Insurance for an independent medical review of a decision to deny, modify, or delay health care services, based in whole or in part on a finding that the disputed health care services are not **Medically Necessary**, within six months of the decision. The commissioner may extend the application deadline beyond six months if the circumstances of a case warrant the extension.

Endorsement No. 2

Effective Date: January 1, 2019 Attached to and forming a part of **Policy** No. GTU 3031879

Signed for by Zurich American Insurance Company:



January 1, 2019

President

Date

AMENDATORY ENDORSEMENT
Administrative Change



ZURICH AMERICAN INSURANCE COMPANY
Schaumburg, Illinois

This endorsement, effective January 1, 2019, forms a part of **Policy** No. GTU 3031879, issued to California Institute of Technology.

AMENDMENTS TO THE POLICY

It is hereby understood and agreed that effective January 1, 2019 the following changes will take place in the **Policy**:

- I. The following exclusions are deleted in their entirety from **SECTION VII – ADDITIONAL EXCLUSIONS** of the **Policy**:
 10. release, whether or not accidental, or by any person unlawfully or intentionally, of nuclear energy or radiation, including sickness or disease resulting from such release;
 11. a cardiovascular event or stroke caused by exertion prior to or at the same time as an Accident;
 12. alcoholism, drug addiction or the use of any drug or narcotic except as prescribed by a licensed medical provider operating within his or her scope of authority.
- II. With regard to the **Enhanced Travel Assistance Plan**, Endorsements No. 1 and No. 2, both coded U-TA-125-A CA (03/16), the following applies:
 1. When the Travel Assistance Plan is referenced in this **Policy**, the service is administered by International SOS. Contact information may be found in material provided by International SOS.
 2. Benefits for and Medically Necessary Expenses will be payable to Zurich Travel Assistance provider (ISOS) upon receipt of any required proof. Any payment made in good faith to the Travel Assistance Provider (ISOS) will end our liability to the extent of the payment.

Except for the above, this Amendatory Endorsement does not vary, alter, waive, or extend any of the terms of the **Policy** to which it is attached.

Endorsement No. 3

Signed for by Zurich American Insurance Company Mark G. Knipfer

Date: January 1, 2019

Zurich American Insurance Company
1299 Zurich Way
Schaumburg, Illinois 60196

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the Basic Accident Policy.

It is hereby understood and agreed that the following changes are made and incorporated into the **Policy**:

For purposes of this endorsement only, **SECTION – II SCHEDULE** is amended to include the following:

International Program Structure

The international program consists of the following policies, which, all for themselves and interrelated, are an integral part of the international program issued to the **Policyholder**:

1. **Master Policy.**

For purposes of this endorsement only, **SECTION III – DEFINITIONS** is amended to include the following:

Group Person(s) means a person who is located or employed by a **Subsidiary and/or Affiliate** in a **Prohibited Jurisdiction** that would qualify as an **Insured** or **Covered Person** under the **Master Policy** but for the fact that it is located in a **Prohibited Jurisdiction**. Such person is not a party to, nor a **Covered Person** or a beneficiary under this **Master Policy** and has no rights and no obligations under this **Master Policy**.

Group Person Relevant Loss means loss that is deemed to be the legal or contractual obligation of:

1. the **Policyholder** to indemnify a **Group Person**;
2. the **Policyholder** to indemnify a **Subsidiaries and/or Affiliates** for such entity's contractual obligation to a **Group Person**; or
3. **Subsidiaries and/or Affiliates** for such entity's contractual obligation to a **Group Person**;

for loss that would have been covered under the terms of this **Master Policy** if incurred by a **Covered Person**. The **Group Person Relevant Loss** amount will not exceed the amount of the **Principal Sum** amounts that would have been paid to the **Group Person** had the **Group Person** been a **Covered Person** under this **Policy**.

Local Compulsory Insurance means any insurance that is required to be purchased under the laws of any jurisdiction.

Master Policy means this **Policy** no.: GTU 3031879.

Prohibited Jurisdiction means any country or political subdivision in which **We** are not authorized to insure risks and where doing so would violate insurance laws and regulations of such jurisdictions.

Subsidiaries and/or Affiliates mean those subsidiaries and affiliates in which the **Policyholder**, directly or indirectly, has a controlling interest of 50% or more, or over which the **Policyholder** undertakes actual management within a company and thereby essentially determines decision-making by the respective company.

For purposes of this endorsement only, **SECTION IV – COVERAGES** is amended to include the following:

Group Parent Protection. **We** will indemnify the **Policyholder** for loss under this **Master Policy** as set forth below:

1. Where the **Policyholder** holds shares or any other financial interest as, by way of example but not by way of limitation, any participation, controlling interest, voting rights, management control or investment, under applicable laws, in the **Subsidiaries and/or Affiliates** in a **Prohibited Jurisdiction**, if the **Policyholder** suffers devaluation of such shares or financial interest as a result such **Subsidiaries and/or Affiliates** incurring and paying for a **Group Person Relevant Loss**, this constitutes the **Policyholder's** insurable interest under this section;

2. Where the **Policyholder** agrees to contractually indemnify a **Subsidiary and/or Affiliate** for a **Group Person Relevant Loss**, the **Policyholder's** insurable interest arises by virtue of the loss that the **Policyholder** incurs in indemnifying the **Subsidiary and/or Affiliate**; or
3. Where the **Policyholder** agrees to contractually indemnify a **Group Person**, for loss that would have been a **Covered Loss** under the terms of this **Master Policy** if incurred by a **Covered Person**, the **Policyholder's** insurable interest arises by virtue of the loss that the **Policyholder** incurs in indemnifying the **Group Person**.

For the purposes of this section of the **Master Policy**, the amount of the **Policyholder's** loss is deemed to be equal in amount to the **Group Person Relevant Loss**.

For the purpose of this section of the **Master Policy**, **Subsidiary and/or Affiliate** shall include any **Subsidiaries and/or Affiliates** as well as branches acquired or newly formed following the effective date of this **Master Policy**.

The terms of this section shall prevail in the event of conflict with any other provisions of this **Master Policy**.

For purposes of this endorsement only, **SECTION VIII – GENERAL LIMITATIONS** is amended to include the following:

The **Group Person Relevant Loss** amount will not exceed the amount of the **Principal Sum** that would have been paid to the **Group Person** had the **Group Person** been a **Covered Person** under this **Policy**.

Local Compulsory Insurance. This **Master Policy** is not a substitute for any **Local Compulsory Insurance**. If **Local Compulsory Insurance** is not arranged, this **Master Policy** will respond as if the **Local Compulsory Insurance** has been obtained.

Exchange Rate. Should **We** and/or **Our** cooperative partners provide benefits in a foreign currency, the "daily exchange rate" (Source: Bloomberg®) of the day on which the booking is made by **Us** will apply for the currency conversion.

For the purposes of this endorsement only, **SECTION XI – PAYMENT OF CLAIMS** is amended to include the following:

Claim Payment. **Group Persons** are not entitled to make any claim against **Us** for payment of benefits under this **Master Policy**.

The coverage afforded to the **Policyholder** will not exceed the amount of the **Principal Sum** that would have been paid to the **Group Person** had the **Group Person** been a **Covered Person** subject to any Difference in Conditions or Difference in Limits under this **Policy**.

Except for the above, this endorsement does not vary, alter, waive, or extend any of the terms of the **Policy** to which it is attached.

Effective Date: January 1, 2019 Attached to and forming a part of **Policy** No. GTU 3031879

Signed for by Zurich American Insurance Company:



President

January 1, 2019
Date

AMENDATORY ENDORSEMENT
EEA Foreign National Loss Payee



Zurich American Insurance Company
1299 Zurich Way
Schaumburg, Illinois 60196

THIS ENDORSEMENT CHANGES THE POLICY/CERTIFICATE. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the Basic Accident Policy.

It is hereby understood and agreed that the following changes are made and incorporated into the **Policy/Certificate**:

For purposes of this endorsement only, **Section III – Definitions** is amended to include the following:

Loss payee means a person who is employed by the **Policyholder**, is domiciled in the European Economic Area (EEA), and would qualify as a **Covered Person** under this **Policy** but for the fact that the Loss Payee is located in the EEA. **Loss Payees** are neither a party to nor **Covered Persons** under this **Policy**; a **Loss Payee's** only right under this **Policy** is to receive such benefit in the capacity of a **Loss Payee** as described below.

For purposes of this endorsement only, Paragraph 3. of **SECTION XI.B. Who We Will Pay** shall not apply to **Foreign Nationals** domiciled in the EEA. Where an amount is paid directly to an **Insured** who is a **Foreign National** residing in the EEA, the **Insured** receives such benefit in the capacity of a **Loss Payee** only.

For purposes of this endorsement only, the following is added to **SECTION XII.I. Suit Against Us**:

A **Loss Payee** may only bring an action under this policy in the state found in the Contract Situs section of the first page of this **Policy**.

This endorsement shall prevail in the event of conflict with any other provisions of the **Policy** or endorsements thereto.

Except for the above, this endorsement does not vary, alter, waive, or extend any of the terms of the **Policy** to which it is attached.

Effective Date: January 1, 2019 Attached to and forming a part of **Policy** No. GTU 3031879

Signed for by Zurich American Insurance Company:

A handwritten signature in black ink, appearing to read 'Mark G. Knipfer'.

President

January 1, 2019
Date

Revised Definition of Spouse Endorsement



ZURICH AMERICAN INSURANCE COMPANY

1299 Zurich Way
Schaumburg, Illinois 60196

THIS ENDORSEMENT CHANGES THE POLICY/CERTIFICATE. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the California Institute of Technology Policy/Certificate.

It is hereby understood and agreed that the following changes are made and incorporated into the Policy/Certificate:

PURPOSE: California law provides that registered domestic partners have the same rights, protections, and benefits, and are subject to the same responsibilities, obligations, and duties under law, whether they derive from statutes, administrative regulations, court rules, government policies, common law, or any other provisions or sources of law, as are granted to and imposed upon spouses. Existing law requires, where necessary to implement the rights of registered domestic partners, gender-specific terms referring to spouses to be construed to include domestic partners.

DEFINITIONS, TERMS, CONDITIONS AND PROVISIONS:

The definitions, terms, conditions or any other provisions of the policy, contract, certificate and/or riders and endorsements to which this mandatory endorsement is attached are hereby amended and superseded as follows:

"Spouse" includes a Registered Domestic Partner.

Except for the above, this endorsement does not vary, alter, waive, or extend any of the terms of the **Policy/Certificate** to which it is attached.

Effective Date: January 1, 2019

Attached to and forming a part of Policy/Certificate No. GTU 3031879

Signed for Zurich American Insurance Company by: Mark G. Knipfer

Date: January 1, 2019

AMENDATORY ENDORSEMENT
Premium Refund on a Pro Rata Basis



ZURICH AMERICAN INSURANCE COMPANY
Schaumburg, Illinois

This endorsement, effective January 1, 2019, forms a part of **Policy/Certificate** No. GTU 3031879, issued to California Institute of Technology.

THIS ENDORSEMENT CHANGES THE POLICY/CERTIFICATE. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the Group Accident Policy/Certificate.

It is hereby understood and agreed that the following changes are made and incorporated into the **Policy/Certificate**.

SECTION IX - TERMINATION OF INSURANCE paragraph **A. Policy Termination** is deleted and replaced in its entirety with the following:

SECTION IX - TERMINATION OF INSURANCE

C. Policy Termination.

Termination by **Policyholder**. The **Policyholder** may terminate this **Policy** on the first renewal date or at any time after that date by delivering to **Us** a written notice to end this **Policy** at least thirty (30) days in advance of such termination. **We** will calculate and return the unearned premium, if any, on a pro rata basis. The **Policyholder** will send **Us** any additional amounts owed, if any, between the **Policy's** paid to date and the official date of termination.

Termination by Us. **We** may terminate this **Policy** by giving the **Policyholder** at least thirty (30) days' notice of **Our** intent to terminate. Such notice will state the exact date the **Policy** will terminate. **We** may also end this **Policy** for non-payment of premium on any premium due date if the payment is not received prior to the end of the **Grace Period**. **We** will mail a notice of such termination to the **Policyholder's** last address shown in **Our** records.

Except for the above, this amendatory endorsement does not vary, alter, waive, or extend any of the terms of the **Policy/Certificate** to which it is attached.

Signed for by Zurich American Insurance Company

Mark G. Kumpfer

Date: January 1, 2019

**NOTICE OF PROTECTION PROVIDED BY
CALIFORNIA LIFE AND HEALTH INSURANCE GUARANTEE ASSOCIATION**

This notice provides a brief summary regarding the protections provided to policyholders by the California Life and Health Insurance Guarantee Association ("the Association"). The purpose of the Association is to assure that policyholders will be protected, within certain limits, in the unlikely event that a member insurer of the Association becomes financially unable to meet its obligations. Insurance companies licensed in California to sell life insurance, health insurance, annuities and structured settlement annuities are members of the Association. The protection provided by the Association is not unlimited and is not a substitute for consumers' care in selecting insurers. This protection was created under California law, which determines who and what is covered and the amounts of coverage.

Below is a brief summary of the coverages, exclusions and limits provided by the Association. This summary does not cover all provisions of the law; nor does it in any way change anyone's rights or obligations or the rights or obligations of the Association.

COVERAGE

• **Persons Covered**

Generally, an individual is covered by the Association if the insurer was a member of the Association *and* the individual lives in California at the time the insurer is determined by a court to be insolvent. Coverage is also provided to policy beneficiaries, payees or assignees, whether or not they live in California.

• **Amounts of Coverage**

The basic coverage protections provided by the Association are as follows.

• **Life Insurance, Annuities and Structured Settlement Annuities**

For life insurance policies, annuities and structured settlement annuities, the Association will provide the following:

• **Life Insurance**

80% of death benefits but not to exceed \$300,000

80% of cash surrender or withdrawal values but not to exceed \$100,000

• **Annuities and Structured Settlement Annuities**

80% of the present value of annuity benefits, including net cash withdrawal and net cash surrender values but not to exceed \$250,000

The maximum amount of protection provided by the Association to an individual, for *all* life insurance, annuities and structured settlement annuities is \$300,000, regardless of the number of policies or contracts covering the individual.

• **Health Insurance**

The maximum amount of protection provided by the Association to an individual, as of April 1, 2011, is \$470,125. This amount will increase or decrease based upon changes in the health care cost component of the consumer price index to the date on which an insurer becomes an insolvent insurer.

COVERAGE LIMITATIONS AND EXCLUSIONS FROM COVERAGE

The Association may not provide coverage for this policy. Coverage by the Association generally requires residency in California. You should not rely on coverage by the Association in selecting an insurance company or in selecting an insurance policy.

The following policies and persons are among those that are excluded from Association coverage:

- A policy or contract issued by an insurer that was not authorized to do business in California when it issued the policy or contract
- A policy issued by a health care service plan (HMO), a hospital or medical service organization, a charitable organization, a fraternal benefit society, a mandatory state pooling plan, a mutual assessment company, an insurance exchange, or a grants and annuities society
- If the person is provided coverage by the guaranty association of another state.
- Unallocated annuity contracts; that is, contracts which are not issued to and owned by an individual and which do not guaranty annuity benefits to an individual
- Employer and association plans, to the extent they are self-funded or uninsured
- A policy or contract providing any health care benefits under Medicare Part C or Part D
- An annuity issued by an organization that is only licensed to issue charitable gift annuities
- Any policy or portion of a policy which is not guaranteed by the insurer or for which the individual has assumed the risk, such as certain investment elements of a variable life insurance policy or a variable annuity contract
- Any policy of reinsurance unless an assumption certificate was issued
- Interest rate yields (including implied yields) that exceed limits that are specified in Insurance Code Section 1607.02(b)(2)(C).

NOTICES

Insurance companies or their agents are required by law to give or send you this notice. Policyholders with additional questions should first contact their insurer or agent. To learn more about coverages provided by the Association, please visit the Association's website at www.califega.org, or contact either of the following:

California Life and Health Insurance
Guarantee Association
P.O. Box 16860,
Beverly Hills, CA 90209-3319
(323) 782-0182

California Department of Insurance
Consumer Communications Bureau
300 South Spring Street
Los Angeles, CA 90013
(800) 927- 4357

Insurance companies and agents are not allowed by California law to use the existence of the Association or its coverage to solicit, induce or encourage you to purchase any form of insurance. When selecting an insurance company, you should not rely on Association coverage. If there is any inconsistency between this notice and California law, then California law will control.

Advisory notice to policyholders regarding the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC") regulations

No coverage is provided by this policyholder notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your declarations page for complete information on the coverages you are provided.

This notice provides information concerning possible impact on your insurance coverage due to directives issued by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC").

Please read this Notice carefully.

OFAC administers and enforces sanctions policy based on Presidential declarations of "national emergency". OFAC has identified and listed numerous:

- Foreign agents;
- Front organizations;
- Terrorists;
- Terrorist organizations; and
- Narcotics traffickers;

as "Specially Designated Nationals and Blocked Persons." This list can be located on the United States Treasury's web site – <http://www.treasury.gov/about/organizational-structure/offices/Pages/Office-of-Foreign-Assets-Control.aspx>.

In accordance with OFAC regulations, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, this insurance will be considered a blocked or frozen contract and all provisions of this insurance are immediately subject to OFAC restrictions. When an insurance policy is considered to be such a blocked or frozen contract, no payments or premium refunds may be made without authorization from OFAC. Other limitations on premiums and payments also apply.



Privacy Notice

We Take Important Steps to Protect the Personal Information We Collect About You

Dear Customer:

rev. October 2018

We care about your privacy. That is why we believe in your right to know what nonpublic personal information we collect about you and what we do with that information. This Privacy Notice describes the nonpublic personal information we collect about you and how we handle the information as it relates to individuals who either own or are covered by insurance we issue, or who use other financial products or services we provide.

Overview	UNDERSTANDING HOW WE USE YOUR PERSONAL INFORMATION
Why are you receiving this Notice?	Financial institutions, which include the Company, choose how they share your personal nonpublic information. Federal and state law gives consumers the right to limit some but not all sharing of that information. Federal law also requires us to tell you how we collect, share and safeguard your nonpublic personal information. You are receiving this Privacy Notice because our records show either that you are the owner of an insurance policy or you are (or are authorized to act on behalf of) a current insured, future beneficiary and/or claimant under a policy, product or services issued by the Company.
What types of Information do we collect?	<p>The types of nonpublic personal information we collect and share depend on the product or service you have with us. For example, this information can include:</p> <ul style="list-style-type: none">• Information about you we receive from you on applications or other forms, such as your name, address, telephone number, date of birth, your social security number, employment information, information about your income, medical information;• Information about your transactions with the Company and its affiliates;• Information about your claims history;• Data from insurance support organizations, government agencies, insurance information sharing bureaus;• Property information and similar data about you or your property; and• Information we receive from a consumer reporting agency, such as a credit report. <p>When your relationship with us ends, we may continue to share information about you as described in this Privacy Notice.</p>
What do we do with the nonpublic personal information we collect?	WE SHARE YOUR NONPUBLIC PERSONAL INFORMATION IN THE COURSE OF SUPPORTING YOUR INSURANCE COVERAGE OR NON-INSURANCE PRODUCTS OR SERVICES, AS AUTHORIZED BY LAW, OR WITH YOUR CONSENT. THIS INCLUDES SHARING, AS PERMITTED BY LAW, YOUR NONPUBLIC PERSONAL INFORMATION WITH AFFILIATED PARTIES AND NONAFFILIATED THIRD PARTIES, AS APPLICABLE, IN THE COURSE OF SUPPORTING YOUR INSURANCE COVERAGE OR NON-INSURANCE PRODUCTS. IN THE SECTION BELOW, WE LIST THE REASONS WE CAN SHARE YOUR NONPUBLIC PERSONAL INFORMATION, WHETHER WE ACTUALLY SHARE YOUR NONPUBLIC PERSONAL INFORMATION, AND WHETHER YOU CAN OPT OUT OF THIS SHARING (OR IF YOU ARE A RESIDENT OF VERMONT, WHETHER YOU HAVE THE RIGHT TO OPT IN TO ALLOWING THIS SHARING).

Reasons we may share your personal information	Does Company Share?	Can you opt out of this sharing or limit this sharing or is your authorization required for this sharing?
For our everyday business purposes – to affiliates and non-affiliates to process your transactions, administer insurance coverage, products or services, maintain your account and report to credit bureaus	Yes	No
For our marketing purposes or for joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes – transaction and experience information	Yes	No
For our affiliates' everyday business purposes – creditworthiness	No	No
For our affiliates to market to you	Yes	No
For non-affiliates to market to you	No	We don't share

Collecting and safeguarding information	
How often does the Company notify me about their practices?	We must notify you about our sharing practices when you receive your policy, open an account or purchase a service, and each year while you are a customer, or when significant or legal changes require a revision.
Why and how does the Company collect my nonpublic personal information?	<p>We collect nonpublic personal information when you apply for insurance or file an insurance claim to help us provide you with our insurance products and services, and determine your insurability or other eligibility. We may also ask you and others for information to help us verify your identity in order to prevent money laundering and terrorism. We collect personal information from:</p> <ul style="list-style-type: none"> • Applications, forms and telephone, web site or written contact with you. This information can include social security number, driver's license number and income. • Your transaction(s) with us, our affiliates and other non-affiliated third parties. Transactional information includes such things as your insurance coverage, premiums, claims and payment history. Non-affiliated third parties may include appraisers, investigators, insurance companies, etc. • Information from physicians, hospitals and other medical providers. We collect this information only in connection with the issuance of individual or group insurance policies on your life or health, and with the processing and adjustment of claims under that insurance. <p>Information in a report prepared by an insurance support organization may be retained by that organization and provided to others.</p>
What nonpublic personal information does the Company disclose?	We may provide to an affiliated or non-affiliated party the same nonpublic personal information listed above in the section entitled, "What information do we collect?".

How does the Company safeguard my nonpublic personal information?	Employees who have access to your nonpublic personal information are required to maintain and protect the confidentiality of that information. Access to your personal information may be needed to conduct business on your behalf or to service your insurance coverage. In addition, we maintain physical, electronic and procedural measures to protect your personal information in compliance with applicable laws and regulatory standards.
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FOR RESIDENTS OF ARIZONA, CALIFORNIA, CONNECTICUT, GEORGIA, ILLINOIS, MAINE, MASSACHUSETTS, MINNESOTA, MONTANA, NEW JERSEY, NEVADA, NORTH CAROLINA, OHIO, OREGON, OR VIRGINIA:

You have the following individual rights under state law:

Except for certain documents related to claims and lawsuits, you have the right to access the recorded personal information that we have collected about you which we reasonably can locate and retrieve. To access your recorded personal information you must submit a written request reasonably describing the information you seek, and send your written request to: Privacy Office via mail (Zurich – Privacy Office, 1299 Zurich Way, Schaumburg, IL 60196) or via email at privacy.office@zurichna.com. If you would like a copy of your recorded personal information that we reasonably can locate and retrieve, we may charge you a reasonable fee to cover the costs incurred in providing you a copy of the recorded information. If you request medical records, we may elect to supply that information to you through your designated medical professional. We may also direct you to a consumer reporting agency to obtain certain consumer report information.

Generally, most of the recorded nonpublic personal information we collect about you and have in our possession is from policy applications or enrollment forms you submit to obtain our products and services, and is reflected in your statements and other documentation you receive from us. If you believe that the personal information we have about you in our records is incomplete or inaccurate, please let us know at once in writing, and we will investigate and correct any errors we find.

You also have the right to request the correction, amendment, or deletion of recorded personal information about you that we have in our possession. You must make your request in writing and send your written request to: Privacy Office via mail (Zurich – Privacy Office, 1299 Zurich Way, Schaumburg, IL 60196) or via email at privacy.office@zurichna.com.

FOR RESIDENTS OF MASSACHUSETTS ONLY: You may ask in writing for the specific reasons for an adverse underwriting decision. An adverse underwriting decision is where we decline your application for insurance, offer to insure you at a higher than standard rate or terminate your coverage.

Key words and phrases	TERMS YOU SHOULD KNOW
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Definitions	
Everyday business purposes	<p>The actions necessary for financial companies like the Company to conduct business and manage customer accounts, such as:</p> <ul style="list-style-type: none"> • Processing transactions, mailing and auditing services • Administering insurance coverage, product, services or claims • Providing information to credit bureaus • Protecting against fraud • Responding to court/governmental orders or subpoenas and legal investigations • Responding to insurance regulatory authorities
Affiliates	<p>Financial or nonfinancial companies related by common ownership or control.</p> <ul style="list-style-type: none"> • <i>Company affiliates include insurance and non-insurance companies under common ownership with the Company and that provide insurance and non-insurance products or services.</i>

Non-affiliates	<p>Financial or nonfinancial companies not related by common ownership or control. We do not rent or sell your nonpublic personal information. However, we may share your information with companies that we hire to perform business services for us, such as data processing, computer software maintenance and development, and transaction processing. When we disclose information to others to perform these services, they are required to take appropriate steps to protect this information and use it only for purposes of performing the business services.</p> <ul style="list-style-type: none"> • <i>Company does not share information with non-affiliates to market to you.</i>
Joint marketing	<p>A formal agreement between non-affiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> • <i>Company does not jointly market.</i>

Changes to this Privacy Notice; contact us	<p>We may change the policies, standards and procedures described in this Notice at any time to comply with applicable laws and/or to conform to our current business practices. We will notify you of material changes.</p> <p>If you have any questions about your contract with us, you should contact your agent.</p> <p>If you have questions specific to our Privacy Notice, contact our Privacy Office via mail (Zurich – Privacy Office, 1299 Zurich Way, Schaumburg, IL 60196) or via email at privacy.office@zurichna.com.</p>
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This Privacy Notice is sent on behalf of the following affiliated companies:

American Guarantee and Liability Insurance Company, American Zurich Insurance Company, Colonial American Casualty and Surety Company, Empire Fire & Marine Insurance Company, Empire Indemnity Insurance Company, The Fidelity and Deposit Company of Maryland, Steadfast Insurance Company, Universal Underwriters Insurance Company, Universal Underwriters of Texas Insurance Company, Zurich American Insurance Company, Zurich American Insurance Company of Illinois, The Zurich Services Corporation (hereinafter individually and collectively referred to as "Company").