



**ZURICH**<sup>®</sup>

## Declarations Page: Group Travel Insurance

**Zurich American Insurance Company**  
1299 Zurich Way  
Schaumburg, Illinois 60196

This insurance is provided by: **Zurich American Insurance Company**

Policy Number: GPT 4850902

Item: 1. Insured:

Class I: Passenger Car Renters who have purchased coverage, and up to seven (7) Traveling Companions, while on a Covered Trip in the US

Class II: Passenger Van Renters who have purchased coverage, and up to fourteen (14) Traveling Companions, while on a Covered Trip in the US

Item: 2. Additional Travelers Covered or Family Members: N/A

Item: 3. Effective Date of Coverage: Trip Departure Date to Trip Return Date, as shown on rental car agreement, subject to 30 day maximum.

Item: 4. Trip Departure Date: The date and time when the Insured signs the rental car agreement and takes possession of the private passenger car.

Item: 5. Trip Return Date: The date and time when the private passenger car is returned on, or before, the return date in the rental car agreement or on the return date in the rental car agreement at 11:59pm in the time zone of the rental pickup location, if the private passenger car is not returned as specified in the rental car agreement and the rental period has not been extended by the Insured.

Signed for by Zurich American Insurance Company:

July 1, 2021

Mark E. Knipfer, President

Date

# Certificate of Insurance For Payless Car Rental Personal Effects Protection



**ZURICH AMERICAN INSURANCE COMPANY**

1299 Zurich Way  
Schaumburg, Illinois 60196

In return for the payment of premium, **We** agree to pay the benefits of the **Policy** to the **Insured** for **Covered Loss** subject to the terms and conditions of the **Policy**.

As to the **Insured**, the **Policy** is governed by the laws of the state in which the Certificate of Insurance ("Certificate") is delivered. Coverage may not be available in all states.

THIS INSURANCE PROVIDES SHORT-TERM TRAVEL RELATED INSURANCE AND INCLUDES THE SELECTED BENEFITS INDICATED IN THE **SCHEDULE** FOR WHICH A PREMIUM WAS PAID.

THE **POLICY** CONTAINS REDUCTIONS, LIMITATIONS, EXCLUSIONS, AND TERMINATION PROVISIONS. FULL DETAILS OF COVERAGE ARE CONTAINED IN THE GROUP TRAVEL INSURANCE POLICY OF WHICH THIS CERTIFICATE IS MADE A PART. IF THERE ARE ANY CONFLICTS BETWEEN THE CONTENTS OF THIS CERTIFICATE AND THE GROUP TRAVEL INSURANCE POLICY, THE GROUP TRAVEL INSURANCE POLICY GOVERNS IN ALL CASES.

IMPORTANT NOTICE: THIS COVERAGE IS VALID ONLY IF THE APPROPRIATE PLAN COST HAS BEEN PAID. PLEASE KEEP THIS CERTIFICATE AS YOUR RECORD OF COVERAGE UNDER THE PLAN.

IN WITNESS WHEREOF, **We** have executed and attested these presents and, where required by law, have caused this document to be countersigned by **Our** duly authorized representative(s).

Handwritten signature of Mark G. Knipfer in black ink.

President

Handwritten signature of Laura J. Kargacz in black ink.

Corporate Secretary

**PLEASE READ THIS DOCUMENT CAREFULLY**

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## SECTION I – SCHEDULE OF BENEFITS

Coverage is included only for Plans and Benefits that the **Insured** has elected to purchase during **Enrollment** and for which a Maximum Covered Amount is shown in the **Schedule**.

Personal Effects Plan 2

Benefits	Maximum Covered Amount per Reservation / Deductible per Reservation
<b>A. Travel Inconvenience Plan</b>	
1. Post-Departure Trip Interruption Benefit  Trip Interruption Limited Benefit	Up to \$250
2. Baggage and Personal Effects Benefit Per Item Limit	\$3,000 \$1,000 per item

## SECTION II – EFFECTIVE AND TERMINATION DATES OF INSURANCE

- A. **EFFECTIVE DATE:** No coverage for an **Insured** under the **Policy** is in effect until:
- the date shown in the Declarations.
- B. **INDIVIDUAL BENEFIT EFFECTIVE DATES:** Effective dates for each benefit are shown separately under the applicable benefit shown in SECTION III – BENEFITS.

## SECTION III – BENEFITS

Coverage is included only for Plans and Benefits that the **Insured** has elected to purchase during **Enrollment** and for which a Maximum Covered Amount is shown in the **Schedule**

### A. TRAVEL INCONVENIENCE PLAN

#### 1. POST-DEPARTURE TRIP INTERRUPTION BENEFIT

Subject to SECTION II – EFFECTIVE AND TERMINATION DATES OF INSURANCE, A. EFFECTIVE DATE, the **Insured's** coverage under the Post-Departure Trip Interruption Benefit will take effect on the **Scheduled Date of Departure**.

**We** will reimburse a Post-Departure Trip Interruption Benefit, for the following covered expenses in this Post-Departure Trip Interruption Benefit section, up to the corresponding Maximum Covered Amount per **Reservation** shown in the **Schedule**, if:

- the **Insured's** arrival on his/her **Covered Trip** is delayed beyond the **Scheduled Date of Departure** due to the **Insured's**, or the **Insured's Family Member's**, or **Traveling Companion's Sickness, Covered Injury**, or death; or
- the **Insured** is unable to continue on his/her **Covered Trip** after he/she has departed on his/her **Covered Trip** due to **Sickness, Covered Injury**, or death of the **Insured**, or the **Insured's Family Member** or **Traveling Companion**.

**We** will reimburse the **Insured** this Post-Departure Trip Interruption Benefit, only if the **Sickness, Covered Injury**, or death commences while the **Insured** is on his/her **Covered Trip** and commences while the **Insured's** coverage is in effect under the **Policy**. Any **Sickness** or **Covered Injury** must: (i) require the examination and treatment by a **Physician** at the time of an interruption or delay of a **Covered Trip**; and (ii) in the written opinion of the treating **Physician**, be so disabling as to delay the **Insured's** arrival on his/her **Covered Trip** or to prevent the **Insured** from continuing his/her **Covered Trip**; or in the case of the **Insured's** non-traveling **Family Member**, be life threatening, or so severe as to require the **Insured's** care.

**We** will reimburse the **Insured** for a Post-Departure Trip Interruption Benefit, for the following covered expenses, up to the corresponding Maximum Covered Amount per **Reservation** shown in the **Schedule**, less any refund paid or payable, for unused travel arrangements (if the **Insured** delays his/her **Covered Trip**, interrupts his/her **Covered Trip**, or interrupts and returns during the original travel dates for the **Insured's Covered Trip**), or the unused portion of the amount of **Payments and Deposits** that the **Insured** paid for his/her **Accommodations**, plus one of the following:

- (1) the additional transportation expenses by the most direct route from the point where the **Insured** interrupted his/her **Covered Trip** to: (i) the next scheduled **Destination** where the **Insured** can catch up to his/her **Covered Trip**; or (ii) to the final **Destination** of his/her **Covered Trip**; or
- (2) the additional transportation expenses incurred by the **Insured** by the most direct route to reach the next scheduled **Destination** where the **Insured** can catch up to his/her **Covered Trip** if the **Insured** is delayed and leaves after the **Scheduled Date of Departure**.

The benefit payable under (1) or (2) above will not exceed the cost of a one-way economy air fare (or the equivalent class of the **Insured's** original tickets) by the most direct route less any refund paid or payable for the **Insured's** unused original tickets.

## 2. **BAGGAGE AND PERSONAL EFFECTS BENEFIT**

Subject to SECTION II – EFFECTIVE AND TERMINATION DATES OF INSURANCE, A. EFFECTIVE DATE, the **Insured's** coverage under the Baggage and Personal Effects Benefit will take effect on the **Scheduled Date of Departure**.

**We** will reimburse the **Insured** for a Baggage and Personal Effects Benefit for direct loss, theft, damage or destruction of his/her **Baggage**, or **Personal Effects** during a **Covered Trip**, up to the corresponding Maximum Covered Amount per **Reservation** shown in the **Schedule**.

### Valuation and Payment of Loss

Payment of loss under the Baggage and Personal Effects Benefit will be calculated based upon the **Actual Cash Value**. At **Our** option, **We** may elect to repair or replace the **Insured's Baggage**.

**We** may take all or part of a damaged **Baggage** as a condition for payment of loss. In the event of a loss to a pair or set of items, **We** will, solely at **Our** discretion: (i) repair or replace any part to restore the pair or set to its value before the loss; or (ii) pay the difference between the value of the property before and after the loss.

### The **Insured's** Duties in the Event of a Loss

In case of loss, theft or damage to **Baggage** and **Personal Effects**, the **Insured** must: (i) immediately report the incident to the hotel manager, tour guide or representative, transportation official, local police, or other local authorities and obtain their written report of his/her loss; and (ii) take reasonable steps to protect his/her **Baggage** from further damage, and make necessary, reasonable and temporary repairs. **We** will reimburse the **Insured** for these expenses. **We** will not pay for further damage if the **Insured** fails to protect his/her **Baggage**.

## SECTION IV – GENERAL DEFINITIONS

Bold terms within the **Policy**, whether in the singular or plural, are defined as follows. Additional definitions applicable to specific benefits only can be found in Section III – Benefits.

**Accident** or **Accidental** means a sudden, unexpected, and unforeseen event that occurs while the **Policy** is in force and that is the direct and independent cause of bodily injury to the **Insured**.

**Accommodation** means any establishment used for the purpose of temporary, overnight lodging for which a fee is paid and reservations are secured.

**Actual Cash Value** means the lesser of an item's purchase price less depreciation.

**Baggage** means luggage and personal possessions taken by the **Insured** on the **Covered Trip**.

**Covered Injury** means bodily injury directly caused by **Accidental** means that is independent of all other causes, results from a **Covered Accident**, occurs while the **Insured** is insured under the **Policy**, and results in a **Covered Loss**.

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

### **Covered Trip:**

- a. means a scheduled trip for which coverage has been elected and the premium is paid, and all travel arrangements are arranged prior to the **Scheduled Date of Departure**.

**Destination** means any place where the **Insured** expects to travel to on his/her **Covered Trip**.

**Domestic Partner** means a person who qualifies as a **Domestic Partner** under the law of the state of residence.

To qualify as a **Domestic Partner**, the following requirements must be met:

- a. the **Insured** and the **Domestic Partner** must both be at least 18 years of age; and
- b. the **Insured** and the **Domestic Partner** are not related by blood or adoption.

**Enrollment** means the hard copy paper, telephone, telefax, or electronic request to effect insurance under the **Policy** for a prospective **Insured**.

**Family Member** means the **Insured's** or the **Insured's Traveling Companion's Spouse**, child, **Spouse's** child, son/daughter-in-law, parent(s), sibling(s), brother/sister, step-brother/sister, step-parent(s), parent(s)-in-law, brother/sister-in-law, uncle, aunt, niece, nephew, **Domestic Partner**, foster child, or ward.

**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.

**Insured** means any person who is covered under the **Policy** and who has completed the **Enrollment** and who has paid the required premium. Coverage is also provided to **Traveling Companions** traveling with the **Insured**.

**Payments and Deposits** mean the prepaid non-refundable amounts actually paid to the **Travel Supplier** for the **Insured's Covered Trip**.

**Personal Effects** means items such as clothing and toiletry items that are included in the **Insured's Baggage** and are required for the **Insured's Covered Trip**.

**Plan Administrator** means Health Special Risk, Inc.

**Physician** means a person who is:

- a. a doctor of medicine, osteopathy, psychology or other legally qualified practitioner of a healing art that **We** recognize or are required by law to recognize;
- b. licensed to practice in the jurisdiction where care is being given;
- c. practicing within the scope of that license referenced in b. above; and
- d. not related to the **Insured** by blood, marriage, or adoption.

**Policy** means the Group Travel Insurance Policy, the Declarations, the **Policyholder** application, this Certificate, and any rider, endorsement, or amendment attached thereto.

**Policyholder** means Payless Car Rental.

**Reservation** means the combination of all members of a group of travelers who have booked one single travel arrangement contract with a **Travel Supplier**.

**Schedule** means the schedule in SECTION I – SCHEDULE OF BENEFITS.

**Scheduled Date of Departure** means the date on which the **Insured** is originally scheduled to depart on the **Covered Trip**.

**Scheduled Date of Return** means the date on which the **Insured** is originally scheduled to return to where the **Covered Trip** departed from or to a different final **Destination** as noted on the **Insured's** initial itinerary.

**Sickness** or **Sick** means a sickness, illness or disease, that impairs the normal functions of the body and that first manifests itself during a **Covered Trip** and that requires examination and treatment by a **Physician**.

**Spouse** means the **Insured's** legally married spouse.

**Travel Supplier** means the tour operator or rental company that provides prepaid travel arrangements for the **Insured's Covered Trip**.

**Traveling Companion** means up to 15 persons accompanying the **Insured** on the **Covered Trip**.

**We, Us, and Our** means Zurich American Insurance Company.

## **SECTION V – GENERAL EXCLUSIONS**

Notwithstanding any other term, condition or provision under the **Policy**, **We** shall not provide coverage nor will **We** make any payments or provide any service or benefit to any **Insured**, beneficiary, or third party who may have any rights under the **Policy** to the extent that such cover, payment, service, benefit, or any business or activity of the **Insured** would violate any applicable trade or economic sanctions law or regulation.

**We** will not pay for any loss under the **Policy**, arising directly or indirectly out of, or as a result of, or from, or that occur to, or are as a result of the actions of, the **Insured** or the **Insured's Traveling Companion** for the following:

- a. suicide, attempted suicide, or intentionally self-inflicted injury, while sane or insane (while sane in CO and MO);
- b. being under the influence of drugs or intoxicants, unless prescribed by a **Physician**;
- c. riding or driving in any motor competition;
- d. off-road driving, whether as a driver or as a passenger;

- e. declared or undeclared war, or any act of war;
- f. civil disorder;
- g. service in the armed forces of any country;
- h. nuclear reaction, radiation or radioactive contamination;
- i. the **Insured's** commission of or attempt to commit a felony;

**We** will not pay for any loss under the **Policy**, arising directly or indirectly out of, or as a result of, or from, or that occur to, or are as a result of the actions of, the following that occur to the **Insured**:

- a. a loss or damage caused by detention, confiscation or destruction by customs.

The following additional exclusion applies to the Post-Departure Trip Interruption Benefit:

- a. **We** will not pay for loss or expense caused by or incurred resulting from a **Pre-Existing Condition** including death that results therefrom.

The following additional exclusions apply to the Baggage and Personal Effects Benefit:

- a. **We** will not pay for damage to or loss of the following items:
  - (1) animals;
  - (2) property used in trade, business or for the production of income; household furniture; musical instruments; brittle or fragile articles; jewelry; or if the loss results from the use thereof, sporting equipment;
  - (3) boats, motors, motorcycles, motor vehicles, aircraft, and other conveyances (except wheelchairs) or equipment, or parts for such conveyances;
  - (4) artificial limbs or other prosthetic devices, artificial teeth, dental bridges, dentures, dental braces, retainers or other orthodontic devices, hearing aids, any type of eyeglasses, sunglasses or contact lenses;
  - (5) documents or tickets, except for administrative fees required to reissue tickets up to \$250 per ticket;
  - (6) money, checks of any kind, stamps, stocks and bonds, postal or money orders, securities, accounts, bills, deeds, food stamps, or credit cards, except as otherwise specifically included elsewhere in the **Policy**;
  - (7) property shipped as freight or shipped prior to the **Scheduled Date of Departure**;
  - (8) contraband.
- b. **We** will not pay for loss to **Baggage** and **Personal Effects** arising from:
  - (1) defective materials or craftsmanship;
  - (2) normal wear and tear, gradual deterioration, inherent vice;
  - (3) rodents, animals, insects or vermin;
  - (4) electrical current, including electric arcing that damages or destroys electrical devices or appliances;



- (5) mysterious disappearance;
- (6) confiscation by airport personnel.

## SECTION VI - 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 90 days of such **Covered Loss**, or as soon thereafter as reasonably possible. 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 1-866-477-4126. The notice must be sent to the address shown in this paragraph below, or to any of **Our** agents. Notice to **Our** agents is considered notice to **Us**.

Health Special Risk, Inc.  
4100 Medical Parkway, Carrollton, TX 75007  
Telephone: 1-866-477-4126

- B. CLAIM FORMS: **We** will send the claimant Proof of Loss forms within 15 days after **We** receive notice. If the claimant does not receive the Proof of Covered Loss form in 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 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 VII - PAYMENT OF CLAIMS

- A. TIME OF PAYMENT: **We** will pay claims for all **Covered Losses**, other than **Covered Losses** for which the **Policy** provides any periodic payment, as soon as practicable 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, that 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 **Insured's** estate. If any **Insured** is a minor or is not competent to give a valid release for the payment, the payment will be made to his/her parent, guardian, or other person actually supporting the **Insured**.
  2. ALL OTHER CLAIMS: Benefits are to be paid to the **Insured**. He or she may direct in writing that all, or part of the Emergency Medical and Dental Expense Benefit, if applicable, will be paid directly to the party who furnished the service. The direction may be changed by the **Insured** at any time up to the filing of the Proof of Covered Loss.
  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: (i) pay the benefits to a bank account owned by the **Foreign National** in the United States of America; or (ii) 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.

4. Any payment **We** make will fully discharge **Us** to the extent of the payment.

## SECTION VIII - GENERAL POLICY CONDITIONS

- A. **BENEFICIARIES:** The **Insured** first shown in Item 1. of the Declarations has the sole right to name a beneficiary. The beneficiary has no interest in the **Policy** other than to receive certain payments. Unless an irrevocable beneficiary is named, 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 the **Policy** may have the right to change the beneficiary. Consent to a change by a prior beneficiary is not needed. Any beneficiary designation must be in writing on a form acceptable to **Us**.
- B. **CHANGE OR WAIVER:** A change or waiver of any term or condition of the **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** provisions, terms or conditions. A failure to exercise any of **Our** rights under the **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, that 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 premium paid to **Us**.
- D. **CONFORMITY WITH STATUTE:** Terms of the **Policy** that conflict with the laws of the state where it is delivered are amended to conform to such laws.
- E. **ENTIRE CONTRACT:** The Group Travel Insurance Policy, the Declarations, the **Policyholder** application, this Certificate, and any rider, endorsement, or amendment attached thereto, represent the entire insurance contract.
- F. **SUIT AGAINST US:** No action on the **Policy** may be brought until 60 days after written Proof of Covered Loss has been sent to **Us**. Any action must commence within three years, (five years in Kansas and Tennessee; and six 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.
- G. **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.
- I. **ARBITRATION:** Any contest to a claim denial under the **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 the **Policy** is subject to its laws. In such a case, binding arbitration does not apply. This provision bars the institution of a lawsuit by the **Insured**.

- J. MISSTATEMENT OF AGE: If the age of the **Insured** has been misstated, all amounts payable under the **Policy** shall be such as the premium paid would have purchased at the correct age.
- K. SUBROGATION: **We** have the right to recover from any third party all payments that **We** have made to the **Insured** or on behalf of the **Insured's Spouse** or **Domestic Partner**, child, heirs, guardians or executors or will be obligated to pay in the future to the **Insured**, from any third party. If the **Insured** recovers from any third party, **We** will be reimbursed first from such recovery to the extent of **Our** payments to or on behalf of the **Insured**. The **Insured** agrees to assist **Us** in preserving its rights against any third party, including but not limited to, signing subrogation forms supplied by **Us**. If **We** seek to recover any amount paid by **Us**, **We** are entitled to recovery of those amounts before the **Insured** is entitled to share in any amount so recovered by **Us**.
- L. VALUATION: All premiums, limits, **Deductibles**, and other amounts under the **Policy** are expressed and payable in the currency of the United States unless otherwise stated. If judgment is rendered, settlement is denominated or another element of loss under the **Policy** is stated in a currency other than United States dollars, payment under the **Policy** shall be made in United States dollars at the rate of exchange on the date the final judgment is reached or the amount of the settlement is agreed upon.
- M. HEADINGS: The titles and headings to the various sections, subsections and endorsements of the **Policy**, are included solely for ease of reference and do not in any way limit, expand or otherwise affect the provisions or existence of such sections, subsections or endorsements.



# New Jersey Changes

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

Policy No. GPT 4850902

Effective Date: July 1, 2021

This endorsement modifies insurance provided under the:

**Group Travel Certificate of Insurance**

**Group Travel Insurance Policy**

**A.** The TIME OF PAYMENT provision in the **PAYMENT OF CLAIMS** section is replaced with the following:

TIME OF PAYMENT: **We** will pay claims for all **Covered Losses**, other than **Covered Losses** for which the **Policy** provides any periodic payment, as soon as practicable upon receipt of written proof of loss that is acceptable to **Us**, but in no event more than 30 days following the date **We** receive a complete and satisfactory proof of loss. 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, that remains when **Our** liability ends, will then be paid when **We** receive the Proof of Covered Loss that is acceptable to **Us**.

**B.** Under **DEFINITIONS**, the **Domestic Partner** definition is replaced with the following:

**Domestic Partner** means a partner who shall be established in New Jersey when:

1. both persons have a common residence and are otherwise jointly responsible for each other's common welfare as evidenced by joint financial arrangements or joint ownership of real or personal property, which shall be demonstrated by at least one of the following:
  - a. a joint deed, mortgage agreement or lease;
  - b. a joint bank account;
  - c. designation of one of the persons as a primary beneficiary in the other person's will;
  - d. designation of one of the persons as a primary beneficiary in the other person's life insurance policy or retirement plan; or
  - e. joint ownership of a motor vehicle;
2. both persons agree to be jointly responsible for each other's basic living expenses during the domestic partnership;
3. neither person is in a marriage recognized by New Jersey law or a member of another domestic partnership;
4. neither person is related to the other by blood or affinity up to and including the fourth degree of consanguinity;
5. both persons are of the same sex and therefore unable to enter into a marriage with each other that is recognized by New Jersey law, except that two persons who are each 62 years of age or older and not of the same sex may establish a domestic partnership if they meet the requirements set forth in this definition;
6. both persons have chosen to share each other's lives in a committed relationship of mutual caring;

7. both persons are at least 18 years of age;
8. both persons file jointly an Affidavit of Domestic Partnership; and
9. neither person has been a partner in a domestic partnership that was terminated less than 180 days prior to the filing of the current affidavit of domestic partnership, except that this prohibition shall not apply if one of the partners died; and, in all cases in which a person registered a prior domestic partnership, the domestic partnership shall have been terminated in accordance with New Jersey requirements.

All other terms, conditions, provisions and exclusions of this policy remain the same.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

Policy No. GPT 4850902

Effective Date: July 1, 2021

The following modifies insurance provided under the:

**Group Travel Insurance Policy**

**Certificate of Insurance**

**CONNECTICUT FORMS: U-TIGN-108 CW, U-TIGN-239-A CW, U-TIGN-241-A CW; CT CHANGE FORM U-TIGN-800-B CT:**

- A. The following is added to the **GENERAL POLICY CONDITIONS** section of the **Group Travel Insurance Policy**:  
TIME LIMIT OF CERTAIN DEFENSES: Statements made by the **Policyholder** or an **Insured** are deemed representations and not warranties. No such statement will cause **Us** to deny or reduce the benefits due under this **Policy** or be used as a defense of a claim, unless it is contained in a signed written application. After two (2) years from the date coverage starts no such statement will cause this **Policy** to be contested.
- B. The ARBITRATION provision in the **GENERAL POLICY CONDITIONS** section of the **Group Travel Insurance Policy** is deleted.
- C. Under the DEFINITIONS section, the following definitions are replaced:  
**Hospital** means an institution which:  
1. operates pursuant to law;  
2. primarily and continuously provides medical care and treatment to sick and injured persons on an inpatient basis;  
3. operates facilities for medical and surgical diagnosis and treatment by or under the supervision of **Physicians**; and  
4. provides twenty-four (24) hour nursing service by or under the supervision of graduate registered nurses (R.N.).  
**Hospital** does not mean any institution or part thereof which is used primarily as:  
a. a nursing home, convalescent home, or skilled nursing facility;  
b. a place of rest, custodial care, or for the aged;  
c. a clinic; or  
d. a place for the treatment of mental illness, alcoholism or substance abuse.  
However, a place for the treatment of mental illness, alcoholism or substance abuse will be regarded as a **Hospital** if it is:  
(1) part of the institution that meets the requirements in subparagraphs 1 - 4 above; and  
(2) listed in the American Hospital Association Guide as a general **Hospital**.
- Pre-Existing Condition** means a sickness, disease, or other condition during the 90 day period immediately prior to the date the plan payment has been received by **Us** or the **Administrator** for which the **Insured**, the **Traveling Companion**, or **Family Member** who is scheduled or booked to travel with the Insured for which medical advice, diagnosis, care or treatment was recommended or received within 90 days immediately preceding the **Insured's** coverage effective date.
- D. The **GENERAL EXCLUSION** relating to the influence of drugs or intoxicants is replaced with the following:  
voluntary use of any controlled substance as defined in Title II of the Comprehensive Drug Abuse Prevention and Control Act of 1970, as now or hereafter amended, unless as prescribed by a Physician, or intoxication above the legal limit as determined according to the laws of the jurisdiction in which the Loss occurred;
- E. The **GENERAL EXCLUSION** relating to nuclear reaction, radiation or radioactive contamination is deleted.
- F. The **GENERAL EXCLUSION** relating to **Epidemic** or **Pandemic** is replaced with the following:  
**Epidemic** or **Pandemic**. This exclusion does apply to the Emergency Medical and Dental Expense Benefits, Emergency Evacuation and Repatriation Plan Benefits, and Accident Plan Benefits
- G. The following is added to the **GENERAL POLICY CONDITIONS** section of the **Certificate of Insurance**:  
TIME LIMIT OF CERTAIN DEFENSES: Statements made by the **Policyholder** or an **Insured** are deemed representations and not warranties. No such statement will cause **Us** to deny or reduce the benefits due under this **Policy** or be used as a defense of a claim, unless it is contained in a signed written application. After two (2) years from the date coverage starts no such statement will cause this **Policy** to be contested.
- H. The SUBROGATION provision in the **GENERAL POLICY CONDITIONS** section is replaced with the following:  
SUBROGATION: As permitted by law, **We** have the right to recover from any third party all payments that **We** have made to the **Insured** or on behalf of the **Insured's Spouse** or **Domestic Partner**, child, heirs, guardians or executors or will be obligated to pay in the future to the **Insured**, from any third party. If the **Insured** recovers from any third party, **We** will be reimbursed first from such recovery to the extent of **Our** payments to or on behalf of the **Insured**. The **Insured** agrees to assist **Us** in preserving its rights against any third party, including but not limited to, signing subrogation forms supplied by **Us**. If **We** seek to recover any amount paid by **Us**, **We** are entitled to recovery of those amounts before the **Insured** is entitled to share in any amount so recovered by **Us**.
- I. The ARBITRATION provision in the **GENERAL POLICY CONDITIONS** section of the **Certificate of Insurance** is deleted.

**INDIANA FORMS U-TIGN-108-A IN, U-TICN-239-A IN, U-TICN-238-A CW, U-TICN-241-A CW**

- A. Under the **DEFINITIONS** section, the definition of **Family Member** is replaced with the following: **Family Member** means the Insured's or the Insured's Traveling Companion's Spouse, child, adopted child, Spouse's child, son/daughter-in-law, parent(s), sibling(s), brother/sister, grandparent(s), grandchild, step-brother/sister, step-parent(s), parent(s)-in-law, brother/sister-in-law, uncle, aunt, niece, nephew, guardian, Domestic Partner, foster child, child subject to legal guardianship, intellectually disabled children, or ward.
- B. The definition of **Normal Pregnancy** is removed.
- C. The following is removed from the definition of **Physician**: d. not related to the **Insured** by blood, marriage, or adoption.
- D. The definition of **Pre-Existing Condition** is replaced with the following: **Pre-Existing Condition** means an **Injury, Sickness** or other physical condition of an **Insured**, for which medical advice or treatment was received during the 90 days immediately preceding the effective date of the plan. A **Loss** incurred more than 90 days after the end of a continuous period beginning on or after the effective date of coverage under the plan, during which time the **Insured** did not receive medical advice or treatment in connection with the **Injury, Sickness** or other physical condition is not a **Pre-existing Medical Condition**.
- E. Under the GENERAL EXCLUSIONS section, the exclusion regarding Normal Pregnancy is removed
- F. Under the HOW TO FILE A CLAIM section, the following is added to NOTICE: Failure to give notice within the 90 day period does not 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.
- G. Under the HOW TO FILE A CLAIM section, the following replaces the PROOF OF LOSS: Written Proof of Covered Loss, acceptable to **Us**, must be sent within 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 but (except in case of the absence of legal capacity of the claimant) no later than one (1) year from the time proof is otherwise required under this **Policy**.
- H. Under the PAYMENT OF CLAIMS section, the following replaces TIME OF PAYMENT: We will pay claims for all **Covered Losses**, other than **Covered Losses** for which the **Policy** provides any periodic payment, as soon as practicable upon receipt of written proof of loss. If the claim is filed electronically, **We** will pay the approved claim within thirty (30) days after the date the claim is received by **Us**. If the claim is filed on paper, **We** will pay the approved claim within forty-five (45) after the date the claim is received by **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, that remains when **Our** liability ends, will then be paid when **We** receive the **Proof of Covered Loss**.
- I. Under the PAYMENT OF CLAIMS section, the following is added to LOSS OF LIFE: If a benefit is payable to a minor or other person who is incapable of giving a valid release, the **We** may pay up to \$5,000 to a relative by blood or connection by marriage who has assumed care or custody of the minor or responsibility for the incompetent person's affairs. Any payment the **We** makes in good faith fully discharges the **Us** to the extent of that payment.
- J. Under the GENERAL POLICY CONDITIONS section the following replaces ENTIRE CONTRACT: The Group Travel Insurance Policy, the Declarations, the **Policyholder** application, this Certificate, and any Rider, endorsement, or amendment attached thereto, represent the entire insurance contract. In the absence of fraud, all statements made by **Insured** will be considered representations and not warranties. No written statement made by an **Insured Person** will be used in any contest unless a copy of the statement is furnished to the **Insured Person** or his or her beneficiary or personal representative.
- K. Under the GENERAL POLICY CONDITIONS section the conditions on ARBITRATION and SUBROGRATION are removed.
- L. Under the GENERAL POLICY CONDITIONS section SUIT AGAINST US is replaced with the following: No action on the **Policy** may be brought until 60 days after written Proof of Covered Loss has been sent to **Us**. Any action must commence within three years 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.
- M. Under the GENERAL POLICY CONDITIONS section, the following condition is added: INCONTESTABILITY: The validity of this **Policy** will not be contested after it has been in force for two years from the **Effective Date**, except as to nonpayment of premiums.
- N. Under the GENERAL POLICY CONDITIONS section, the following condition is added: TIME LIMIT ON CERTAIN DEFENSES: After two years from the **Effective Date**, no misstatements made in the application will be used to void this **Policy** or contest a claim under this **Policy**. We may only contest coverage if the misstatement is made in a written instrument containing the signature of the Insured and a copy is given to the **Insured**.

**KANSAS IND. POLICY U-TIIN-108-A CW; ENDORSEMENTS U-TICN-239-A CW, U-TICN-241-A CW; KS CHANGE FORM U-TIIN-800-B KS (04/19):**

- A. The following is added to the first page of the policy:  
**THIS POLICY PROVIDES LIMITED BENEFITS FOR TRAVEL RELATED INSURANCE ONLY.**
- B. The following provision s added and supersedes any condition to the contrary:  
**CANCELLATION**
  - 1. The Insured may cancel this policy by mailing or delivering to us advance written notice of cancellation.
  - 2. We may cancel this policy by mailing or delivering to the Insured written notice of cancellation, stating the reasons for cancellation, at least:
    - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium.
    - b. 30 days before the effective date of cancellation if we cancel for any other reason.
  - 3. If this policy has been in effect for 90 days or more, or if it is a renewal of a policy we issued, we may cancel this policy only for one or more of the following reasons:
    - a. Nonpayment of premium;
    - b. This policy was issued because of material misrepresentation;
    - c. You or any other insured violated any of the material terms and conditions of this policy;
    - d. Unfavorable underwriting factors, specific to you, exist that were not present at the inception of this policy;
    - e. A determination by the insurance commissioner that continuation of coverage could place us in a hazardous financial condition or in violation of the laws of Kansas; or
    - f. A determination by the insurance commissioner that we no longer have adequate reinsurance to meet our needs.
- NONRENEWAL**
  - 1. If we decide not to renew this policy, we will mail or deliver written notice of nonrenewal, stating the reasons for nonrenewal, to the Insured at least 60 days prior to the expiration of the policy.
  - 2. Any notice of nonrenewal will be mailed or delivered to the Insured's last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.

- C. Under the definitions section, the definition of **Actual Cash Value** is replaced with the following:  
**Actual Cash Value** means purchase price less depreciation. For medical, surgical, hospital and dental treatment value is based on actual charges.
- D. Under the definitions section, the definition of **Other Valid and Collectible Insurance** is changed to the following:  
**Other Valid and Collectible Insurance** means any policy or contract that provides coverage for repatriation baggage and personal effects, and rental car damage benefits for **Covered Injury**, loss, theft or damage the **Insured** incurs while on his/her **Covered Trip**. **This section does not apply to apply to covered expenses for Medical, Surgical, Hospital or Dental Treatment.**
- E. Under the definitions section, the definition of **Usual and Customary** is replaced with the following:  
**Usual and Customary** means an amount(s) that: (1) does not exceed the usual cost for similar treatment, services or supplies in the locality in which it is incurred; or for a **Hospital** room and board charge other than for stay in an intensive care unit, does not exceed the **Hospital's** most common charge for semi-private room and board and (2) does not include charges that would not have been made if no insurance existed. The **Usual and Customary** expense will be determined by **Us** based upon the most current version of the usual and customary fee schedules published by FAIR Health, Inc., which are updated at least every six months.
- F. The following section is changed under the **EMERGENCY EVACUATION AND REPATRIATION PLAN**:  
**We** will pay the **Insured** an Emergency Evacuation And Repatriation Benefit, for the following Covered Expenses incurred by the **Insured**, up to the corresponding Maximum Covered Amount shown in the **Schedule**, subject to the following: (i) health care related Covered Expenses will only be payable at the **Usual and Customary** level of payment; Covered Expenses not related to health care will only be payable at the reasonable and customary level of payment; (ii) benefits will be payable only for Covered Expenses resulting from a **Sickness** that first manifests itself, or a **Covered Injury** that occurs, while on a **Covered Trip**; (iii) the **Insured** must first receive treatment during his/her **Covered Trip**; and (iv) **Our** liability for benefits payable on account of expenses incurred, for any hospitalization, medical surgical, and other services resulting from **Covered Injury** of the **Insured**, shall be limited to that part of the expense, if any, which is in excess of the total benefits payable for the same loss, on a provision of service basis or on an expense incurred basis under any medical or service contract, self-funded plan, automobile medical payment coverage, or any plan under federal, state or local law (except Medicaid). If one or more of the other policies, plans or service contracts provide benefits on an excess insurance or an excess coverage basis, benefits should be paid first by the company or service plan whose policy or service contract has been in effect for the longer period of time at date of such loss.
- G. The following exclusion is deleted from the **GENERAL EXCLUSIONS** section:  
**Normal Pregnancy**, resulting childbirth, and elective abortion. This exclusion does not apply to Pre-Departure Trip Cancellation Benefit
- H. The TIME OF PAYMENT provision in the **PAYMENT OF CLAIMS** section is replaced with the following:  
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 receiving 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, that remains when **Our** liability ends, will then be paid when **We** receive the Proof of Covered Loss that is acceptable to **Us**.
- I. The ARBITRATION provision of the **GENERAL POLICY CONDITIONS** section is deleted.
- J. The SUBROGATION provision of the **GENERAL POLICY CONDITIONS** section is deleted.
- K. The ENTIRE CONTRACT provision of the **GENERAL POLICY CONDITIONS** section is replaced with the following:  
This policy, including the endorsement and the attached papers, if any, constitutes the entire contract of insurance. No change in this policy shall be valid until approved by an executive officer of the insurer and unless such approval be endorsed hereon or attached hereto. No agent has authority to change this policy or to waive any of its provisions.
- L. The following provisions are added to the **GENERAL POLICY CONDITIONS** section:  
CANCELLATION BY INSURED: You may cancel this policy at any time by written notice delivered or mailed to **Us**, effective upon receipt of such notice or on such late date as may be specified in such notice. In the event of cancellation or **Your** death, **We** will promptly return the unearned portion of any premium paid. The earned premium shall be computed by the use of the pro rata method. Cancellation shall be without prejudice to any claim originating prior to the effective date of cancellation.  
TIME LIMIT OF CERTAIN DEFENSES:  
1) After 2 years from the date of issue of this **Policy**, no misstatements, except fraudulent misstatement, made by the applicant in the application for this **Policy** shall be used to void the **Policy** or to deny a claim for **Loss** incurred after the expiration of such 2 year period.  
2) No claim for Loss incurred after 60 days from the date of issue of this **Policy** shall be reduced or denied on the ground that a disease or physical condition not excluded from coverage by name or specific description effective on the date of loss has existed within 60 days prior to the effective date of coverage of this **Policy**.

**MONTANA FORMS U-TIGN-108-A CW (05/17), U-TIGN-239-A CW, U-TIGN-241-A CW; MT CHANGE FORM U-TIGN-800-A MT (05/17)**

- A. The following provision is added to the **GENERAL POLICY CONDITIONS** section of the **Group Travel Insurance Policy** and the **Certificate of Insurance**:  
**Conformity with Montana Statutes:** Any provision of this **Policy** which, on its effective date, is in conflict with the statutes of the state of Montana is hereby amended to conform to the minimum requirements of those statutes and control over any conflicting statutes of any state in which the **Policyholder** or **Insured** resides on or after that date.
- B. Under the **DEFINITIONS** section, the **Complications of Pregnancy** definition and the **Normal Pregnancy** definition are deleted.
- C. Under the **DEFINITIONS** section, the **Pre-Existing Condition** definition is replaced by the following:  
**Pre-Existing Condition** means a condition for which an **Insured** received any diagnosis, medical advice, care or treatment during the six (6) months immediately preceding the enrollment date for coverage under this **Policy**.
- D. Under the **DEFINITIONS** section, the **Sickness** or **Sick** definition is replaced by the following:  
**Sickness** or **Sick** means an illness, pregnancy or disease diagnosed or treated by a **Physician** after the **Insured's** effective date of coverage under this **Policy**.
- E. The following provision is replaced under the **Valuation and Payment of Loss** section of the **BAGGAGE AND PERSONAL EFFECTS BENEFIT**:  
**We** may take all or part of a damaged **Baggage** as a condition for payment of loss. In the event of a loss to a pair or set of items, **We** will: (i) repair or replace any part to restore the pair or set to its value before the loss; or (ii) pay the difference between the value of the property before and after the loss.
- F. The TIME OF PAYMENT provision in the **PAYMENT OF CLAIMS** section is replaced with the following:  
**Claims** will be paid within 30 days of the date the **We** receive complete proof of **Loss**. However, if **We** reasonably requests additional information or documents from the **Insured(s)** in order to process the claim, the **We** will pay or deny the claim within 60 days following the date **We** receive the additional information or documents, unless:  
1. **We** have notified the **Insured(s)** of the reasons for failure to pay the claim in full; or  
2. **We** have a reasonable belief that insurance fraud has been committed and **We** reported the possible insurance fraud to the Insurance Commissioner.



- G. The following **GENERAL EXCLUSIONS** are deleted:
  1. suicide, attempted suicide, or intentionally self-inflicted injury, while sane or insane (while sane in CO and MO);
  2. **Normal Pregnancy**, resulting childbirth, and elective abortion;
- H. The ARBITRATION provision is deleted in its entirety.
- I. The following is added to the SUBROGATION provision in the **GENERAL POLICY CONDITIONS** of the **Certificate of Insurance**:  
**Our** right of Subrogation may not be enforced until the injured **Insured** has been fully compensated for the **Insured's** injuries.

**MISSOURI IND. POLICY U-TIIN-108-A CW; ENDORSEMENTS U-TICN-239-A CW, U-TICN-241-A CW; MO CHANGE FORM U-TIIN-800-A MO:**

- A. The following paragraph is deleted from the **TRAVEL INCONVIENCE PLAN**:  
 If the **Insured** fails to notify the appropriate **Travel Supplier(s)** of his/her cancellation within 72 hours of becoming aware of the need to cancel, **We** will pay only the cancellation penalties that the **Insured** was subject to 72 hours after becoming aware of the need to cancel. If the **Insured** is medically unable to notify the appropriate **Travel Supplier** within 72 hours, he/she must notify them as soon as medically possible.
- B. The second paragraph in the Valuation and Payment of Loss provision in the **BENEFITS** section is replaced with the following:  
**We** may take all or part of a damaged **Baggage** as a condition for payment of loss. In the event of a loss to a pair or set of items, **We** will: (i) repair or replace any part to restore the pair or set to its value before the loss; or (ii) pay the difference between the value of the property before and after the loss.
- C. The following definition is changed:  
**Covered Loss** means a loss that meets the requisites of one or more benefits or additional benefits, and for which benefits are payable under this **Policy**. A **Covered Loss** does not include punitive damages.
- D. The following is added to the NOTICE OF CLAIMS provision in the **HOW TO FILE A CLAIM** section:  
 No claim will be denied based upon the Insured's failure to provide notice within such specified time, unless this failure operates to prejudice Our rights.
- E. Under the **GENERAL EXCLUSIONS** section, the suicide, attempted suicide, or intentionally self-inflicted injury exclusion is replaced with the following:  
 suicide, attempted suicide, or intentionally self-inflicted injury, while sane
- F. The SUIT AGAINST US provision in the **GENERAL POLICY CONDITIONS** section is replaced with the following:  
 SUIT AGAINST US: No lawsuit or action in equity can be brought to recover on the Policy: (1) before 60 days following the date proof of loss was given to Us; or (2) after 10 years following the date proof of loss is required.
- G. The ARBITRATION provision in the **GENERAL POLICY CONDITIONS** section of the **Certificate of Insurance** is deleted.
- H. The CONFORMITY WITH STATUTE provision in the **GENERAL POLICY CONDITIONS** section is deleted
- I. The following is added to the **GENERAL POLICY CONDITIONS**:  
**INCONTESTABILITY**: The validity of this Policy will not be contested after it has been in force for ten year(s) from the Policy Effective Date, except as to nonpayment of premiums.

**VERMONT IND. POLICY: U-TIIN-108-A VT; ENDORSEMENTS U-TICN-239-A CW, U-TICN-241-A CW; VT CHANGE FORM U-TIIN-800-B VT (08/20):**

- A. The following is added to the first page of the policy:  
**THIS POLICY PROVIDES LIMITED BENEFITS FOR TRAVEL RELATED INSURANCE ONLY. THIS POLICY DOES NOT MEET THE MINIMUM COVERAGE REQUIREMENTS OF THE AFFORDABLE CARE ACT. YOU SHOULD NOT PURCHASE THIS POLICY UNLESS YOU ARE ALREADY COVERED BY COMPREHENSIVE MAJOR MEDICAL INSURANCE. THERE IS NO COVERAGE FOR SICKNESS EXCEPT AS SPECIFIED. PLEASE READ THIS POLICY CAREFULLY.**
- B. Under the **DEFINITIONS** section, the following definition is added:  
**Civil Union Partner** means a person who shares legal rights under civil unions according to Vermont law.
- C. Under the **DEFINITIONS** section, the **Usual and Customary** definition is deleted.
- D. Under the **DEFINITIONS** section, the **Normal Pregnancy** definition is deleted.
- E. Under the **DEFINITIONS** section, the following definitions is added:  
 Reasonable and Necessary means expenses which:
  1. are charged for treatment, supplies, or medical services Medically Necessary to treat the Insured's condition; and
  2. do not include charges that would not have been made if no insurance existed. In no event will the Reasonable and Necessary Charges exceed the actual amount charged.
- F. Under the **DEFINITIONS** section, the following definitions are replaced:  
**Actual Cash Value** means purchase price less depreciation.  
**Family Member** means the **Insured's** or the **Insured's Traveling Companion's Spouse**, child, **Spouse's** child, son/daughter-in-law, parent(s), sibling(s), brother/sister, grandparent(s), grandchild, step-brother/sister, step-parent(s), parent(s)-in-law, brother/sister-in-law, uncle, aunt, niece, nephew, guardian, **Domestic Partner**, **Civil Union Partner**, foster child, or ward.  
**Hospital** means an institution which:
  1. operates pursuant to law;
  2. primarily and continuously provides medical care and treatment to sick and injured persons on an inpatient basis;
  3. operates facilities for medical and surgical diagnosis and treatment by or under the supervision of Physicians; and
  4. provides twenty-four (24) hour nursing service by or under the supervision of graduate registered nurses (R.N.).
 Hospital does not mean any institution or part thereof which is used primarily as:
  - a. a nursing home, convalescent home, or skilled nursing facility; or
  - b. a place of rest, custodial care, or for the aged.
 (1) However, a place for the treatment of illness, alcoholism or substance abuse will be regarded as a Hospital if it is: part of the institution that meets the requirements in subparagraphs 1 - 4 above; and  
 (2) listed in the American Hospital Association Guide as a general Hospital.  
**Pre-Existing Condition** means a sickness, disease, or other condition during the 180 day period immediately prior to the date the plan payment has been received by **Us** or the **Administrator** for which the **Insured**, the **Traveling Companion**, or **Family Member** who is scheduled or booked to travel with the **Insured**:
  - a. received, or received a recommendation for, a diagnostic test, examination, or medical treatment; or
  - b. took or received a prescription for drugs or medicine.
 Item b. of this definition does not apply to a condition that is treated or controlled solely through the taking of prescription drugs or medicine and remains treated or controlled without any adjustment or change in the required prescription throughout the [15-90] day period before the date stipulated in SECTION II – EFFECTIVE AND TERMINATION DATES OF INSURANCE, A. EFFECTIVE DATE.

The **Pre-Existing Condition** only applies to losses or expenses incurred as the direct result of a sickness, disease, or other condition. **Sickness or Sick** means a sickness, illness or disease that impairs the normal functions of the body and that requires examination and treatment by a **Physician** or other appropriate professional.

- G. Under the **GENERAL EXCLUSIONS** section the following exclusions are deleted:  
being under the influence of drugs or intoxicants, unless prescribed by a **Physician**;  
**Normal Pregnancy**, resulting childbirth, and elective abortion;  
nuclear reaction, radiation or radioactive contamination;  
mental, nervous, or psychological disorders.
- H. Under the **GENERAL EXCLUSIONS** section, the **Insured's** commission of or attempt to commit a felony exclusion is replaced with the following:  
the **Insured's** conviction for committing a felony;
- I. Under the **GENERAL EXCLUSIONS** section, suicide, attempted suicide, or intentionally self-inflicted injury exclusion is replaced with the following:  
suicide, attempted suicide, or intentionally self-inflicted injury;
- J. The **GENERAL EXCLUSION** relating to **Epidemic or Pandemic** is replaced with the following:  
**Epidemic or Pandemic** publicly known prior to the effective date of the policy.
- K. Under the **GENERAL EXCLUSIONS** section, any amount paid or payable under any Worker's Compensation, disability benefit or similar law is replaced with the following:  
any amount paid under any Worker's Compensation, disability benefit or similar law;
- L. The second paragraph in the Valuation and Payment of Loss provision in the **BENEFITS** section is replaced with the following:  
We may take all or part of a damaged Baggage as a condition for payment of loss. In the event of a loss to a pair or set of items, We will: (i) repair or replace any part to restore the pair or set to its value before the loss; or (ii) pay the difference between the value of the property before and after the loss.
- M. The following paragraph is replaced under the ACCIDENTAL DISMEMBERMENT BENEFIT:  
Covered Loss of Use must continue for 18 consecutive months and be determined by a Physician.
- N. The following paragraph is replaced under the ACCIDENTAL DISMEMBERMENT BENEFIT:  
Plegia must continue for 12 consecutive months and be determined by a Physician.
- O. The following definition under the ACCIDENTAL DISMEMBERMENT BENEFIT is replaced with the following:  
Covered Loss of Use means total paralysis of a Limb or Limbs, that has continued for 18 consecutive months and is determined by a **Physician** to be permanent, complete and irreversible.
- P. The PROOF OF COVERED LOSS provision is replaced by the following:  
PROOF OF COVERED LOSS: Written Proof of Covered Loss must be sent within 90 days of the **Covered Loss**. Failure to furnish Proof of Covered Loss 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.
- Q. The TIME OF PAYMENT provision in the **PAYMENT OF CLAIMS** section is replaced with the following:  
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 in no longer than 30 days. The unpaid balance, that remains when **Our** liability ends, will then be paid immediately when **We** receive the Proof of Covered Loss.
- R. The BENEFICIARIES provision in the **GENERAL POLICY CONDITIONS** section of the **Individual Travel Policy of Insurance** is replaced with the following:  
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. Unless an irrevocable beneficiary is named, 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 the **Policy** may have the right to change the beneficiary. Consent to a change by a prior beneficiary is not needed. Any beneficiary designation must be in writing.
- S. The PHYSICAL EXAMINATION AND AUTOPSY provision in the **GENERAL POLICY CONDITIONS** section is replaced with the following:  
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 or the **Insured's** religious belief.
- T. The CONFORMITY WITH STATUTE provision in the **GENERAL POLICY CONDITIONS** section is replaced with the following:  
CONFORMITY WITH STATUTE: Any provision of this **Policy** which is in direct conflict with the laws, regulations and statutes of the state of Vermont, will be governed by the laws, regulations and statutes of the state of Vermont as of the effective date of this **Policy**.
- U. The ARBITRATION provision in the **GENERAL POLICY CONDITIONS** section is deleted.
- V. The following is added to the **GENERAL POLICY CONDITIONS**:  
Misstatement of Age. If the age of the **Insured** has been misstated, **We** will adjust the benefits under the **Policy** to those that would be applicable at the correct age.

#### **VIRGINIA - FORM U-TIGV-102-A VA (03/17)**

- O. Under the **DEFINITIONS** section, the definition of **Physician** is replaced with the following:  
**Physician** means a person who is:
  - 1. a doctor of medicine, osteopathy, or psychology, a chiropractor, optometrist, optician, professional counselor, psychologist, clinical social worker, podiatrist, physical therapist, chiropractor, clinical nurse specialist who renders mental health services, audiologist, speech pathologist, certified nurse midwife, marriage and family therapist or licensed acupuncturist or other legally qualified practitioner of a healing art that **We** recognize;
  - 2. licensed to practice in the jurisdiction where care is being given;
  - 3. practicing within the scope of that license; and
  - 4. not **Related** to the **Covered Person** by blood or marriage.
- P. Under the **GENERAL EXCLUSIONS** section, the war exclusion is replaced with the following:  
declared or undeclared war, or any act of war, other than Terrorism
- Q. The WHO WE WILL PAY 3. provision in the **PAYMENT OF CLAIMS** section is replaced with the following:
  - 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 pay the benefits to a bank account owned by the **Foreign National** in the United States of America.

- R. The ENTIRE CONTRACT provision in the **GENERAL POLICY CONDITIONS** section is replaced with the following:  
ENTIRE CONTRACT: This **Policy**, amendments and any attachments represent the entire insurance contract between the **Insured** and **Us**. All statements made by the Insured shall be deemed representations and not warranties.
- S. The SUIT AGAINST US provision in the **GENERAL POLICY CONDITIONS** section is replaced with the following:  
SUIT AGAINST US: No action on this **Policy** may be brought until 60 days after written Proof of Covered Loss has been sent to **Us**. Any action must commence within three years 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.
- T. The SUBROGRATION provision in the **GENERAL POLICY CONDITIONS** section is deleted.
- U. The following provisions are added to the **GENERAL POLICY CONDITIONS** section:  
INCONTESTABILITY: The validity of this **Policy** will not be contested after it has been in force for two year(s) from the Policy Effective Date, except as to nonpayment of premiums. No statement made by an Insured relating to his insurability or the insurability of his insured dependents shall be used in contesting the validity of the insurance with respect to which such statement was made after the insurance has been in force prior to the contest for a period of two years during the lifetime of the person about whom the statement was made and unless the statement is contained in a written instrument signed by him.  
VALIDATION OF POLICY: The validity of this **Policy** will not be contested, except for nonpayment of premium, after it has been in force for two years from the effective date. No statement made by the **Insured** under this **Policy** relating to the **Insured's** insurability or the insurability of the **Insured's Dependents** will be used in contesting the validity of this **Policy** with respect to which such statement was made: (1) after this **Policy** has been in force prior to the contest for a period of two years during the lifetime of the **Insured** about whom the statement was made; and (2) unless the statement is contained in a written instrument signed by the **Insured**.  
WRITTEN STATEMENTS: No written statement made by an **Insured** will be used in any contest unless a copy of the statement is furnished to the person or to his or her beneficiary or personal representative.

**WASHINGTON INDIVIDUAL POLICY: U-TIIN-108-A CW; ENDORSEMENTS U-TICN-554-A WA; WA CHANGE FORM U-TIIN-800-B WA (02/23):**

- A. The **Valuation and Payment of Loss** provision in the BAGGAGE AND PERSONAL EFFECTS BENEFIT is replaced with the following:  
Payment of loss under the Baggage and Personal Effects Benefit will be calculated based upon the **Actual Cash Value**. At **Our** option, **We** may elect to repair or replace the Insured's **Baggage**. We may take all or part of a damaged **Baggage** as a condition for payment of loss. In the event of a loss to a pair or set of items, **We** will, solely at **Our** discretion: (i) repair or replace any part to restore the pair or set to its value before the loss; or (ii) pay the difference between the value of the property before and after the loss.
- B. Under the DEFINITIONS section, the definition of **Covered Trip** is amended to stat that trip shall not exceed 90 days.
- C. Under the DEFINITIONS section, **Actual Cash Value** definition means purchase price less depreciation
- D. Under the DEFINITIONS section, the definition of Domestic Partner is replaced with the following: Domestic Partner means an opposite or a same-sex partner who is at least 18 years of age and has met all of the following requirements for at least 6 months:
  - a. resides with the Insured or Family Member;
  - b. shares financial assets and obligations with the Insured or Family Member;
  - c. is not related by blood to the Insured to a degree of closeness that would prohibit a legal marriage; and
  - d. neither the Insured nor Domestic Partner is married to anyone else, nor has any other domestic partner.
 The Company may require proof of the domestic partner relationship in the form of a signed and completed Affidavit of Domestic Partnership
- E. Under the DEFINITIONS section, the definition of Spouse is replaced with the following: Spouse means the Insured's legally married spouse or Domestic Partner.
- F. Under the GENERAL EXCLUSIONS section the following exclusions are deleted: suicide, attempted suicide, or intentionally self-inflicted injury, while sane or insane (while sane in CO and MO); mental, nervous, or psychological disorders; being under the influence of drugs or intoxicants, unless prescribed by a Physician; Normal Pregnancy, resulting childbirth, and elective abortion; nuclear reaction, radiation or radioactive contamination;
- G. The PROOF OF COVERED LOSS provision is replaced by the following:  
PROOF OF COVERED LOSS: Written Proof of Covered Loss must be sent within 90 days of the Covered Loss. Failure to furnish Proof of Covered Loss 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.
- H. The TIME OF PAYMENT provision in the PAYMENT OF CLAIMS section is replaced with the following:  
TIME OF PAYMENT: We will pay claims for all Covered Losses, other than Covered Losses for which the Policy provides any periodic payment, within 30 days of 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, that remains when Our liability ends, will then be paid when We receive the Proof of Covered Loss that is acceptable to Us.
- I. The BENEFICIARIES provision in the GENERAL POLICY CONDITIONS section of the Individual Travel Policy of Insurance is replaced with the following:  
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. Unless an irrevocable beneficiary is named, 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 the Policy may have the right to change the beneficiary. Consent to a change by a prior beneficiary is not needed. Any beneficiary designation must be in writing.
- J. The CONFORMITY WITH STATUTE provision in the GENERAL POLICY CONDITIONS section is replaced with the following: CONFORMITY WITH STATUTE: Any provision of this Policy which, on its effective date, is in conflict with the statutes of the state of Washington, is hereby amended to conform to the minimum requirements of those statutes and control over any conflicting statutes of any state in which the Insured resides on or after that date.
- K. The SUBROGATION provision in the GENERAL POLICY CONDITIONS section is deleted.
- L. The ARBITRATION provision in the GENERAL POLICY CONDITIONS section is deleted.



## **Important Notice**

### **IMPORTANT INFORMATION REGARDING YOUR INSURANCE**

#### **KEEP THIS NOTICE WITH YOUR INSURANCE PAPERS**

**PROBLEMS WITH YOUR INSURANCE? Your satisfaction is very important to us. If you are having problems with your insurance, do not hesitate to contact the insurance company to resolve your problem.**

In the event you need to contact someone about this insurance for any reason, please contact your agent. If no agent was involved in the sale of this insurance, or if you have additional questions you may contact the insurance company issuing this insurance at the following address and telephone number:

**Zurich in North America  
Customer Inquiry Center  
1299 Zurich Way  
Schaumburg, Illinois 60196-1056  
1-800-382-2150 (Business Hours: 8am - 4pm CT)  
Email: [info.source@zurichna.com](mailto:info.source@zurichna.com)**



**Notice to Indiana Policyholders  
Regarding Filing Complaints with the Department of Insurance**

**Questions regarding your policy or coverage should be directed to:**

**Customer Inquiry Center  
Zurich North America  
1299 Zurich Way  
Schaumburg, IL 60196  
800-382-2150**

If you (a) need the assistance of the governmental agency that regulates insurance; or (b) have a complaint you have been unable to resolve with your insurer you may contact the Department of Insurance by mail, telephone or email:

State of Indiana Department of Insurance  
Consumer Services Division  
311 West Washington Street, Suite 300  
Indianapolis, Indiana 46204

Consumer Hotline: (800) 622-4461; (317) 232-2395

Complaints can be filed electronically at [www.in.gov/idoi](http://www.in.gov/idoi).



## Important Information for Virginia Policyholders

In the event you need to contact someone about this policy for any reason, please contact your agent. If you have additional questions, you may contact the Zurich, North America office that issued this policy at the following address and telephone number:

Customer Inquiry Center  
Zurich North America  
1299 Zurich Way  
Schaumburg, IL 60196  
800-382-2150

If you have been unable to contact or obtain satisfaction from your agent or company, you may contact the Virginia Bureau of Insurance at:

**Bureau of Insurance**  
**P.O. Box 1157**  
**Richmond, VA 23218**

The telephone number in Virginia is: 1-800-552-7945  
Out-of-state policyholders may call: 1-804-371-9741

Written correspondence is preferable so that a record of your inquiry may be maintained. When contacting your agent, company, or Bureau of Insurance, have your policy number available.



# **Individual Accident Limited Benefits Disclosure Application Addendum**

TO BE ATTACHED TO AND FORM PART OF THE APPLICATION

THIS IS A SUPPLEMENT TO HEALTH INSURANCE AND IS NOT A SUBSTITUTE FOR MAJOR MEDICAL COVERAGE. LACK OF MAJOR MEDICAL COVERAGE (OR OTHER MINIMUM ESSENTIAL COVERAGE) MAY RESULT IN AN ADDITIONAL PAYMENT WITH YOUR TAXES.



## **IMPORTANT NOTICE EXTREME HAZARDOUS ACTIVITIES EXCLUSION**

This policy includes exclusions for extreme hazardous activities. Please read **SECTION V – GENERAL EXCLUSIONS** carefully.



# Disclosure Statement



## NOTICE OF DISCLOSURE FOR AGENT & BROKER COMPENSATION

If you want to learn more about the compensation Zurich pays agents and brokers visit:

<http://www.zurichnaproducercompensation.com>

or call the following toll-free number: (866) 903-1192.

This Notice is provided on behalf of Zurich American Insurance Company  
and its underwriting subsidiaries.



ZURICH®

# Beneficiary Designation/Change Form

Zurich American Insurance Company  
1299 Zurich Way  
Schaumburg, Illinois 60196

POLICYHOLDER INFORMATION	
Name of Policyholder:	Policy Number:

INSURED INFORMATION			
Full Legal Name (First, Middle Initial and Last):		Last 4 Digits of SSN: XXX-XX-	
Mailing Address:	City:	State:	Zip Code:
Date of Birth (MM/DD/YYYY):	Gender: <input type="checkbox"/> Male <input type="checkbox"/> Female	Marital Status: <input type="checkbox"/> Single <input type="checkbox"/> Married <input type="checkbox"/> Domestic or Civil Union Partner	
Email Address:	Home Phone: - -	Work Phone: - -	Cell Phone: - -

BENEFICIARY INFORMATION (Please check one: <input type="checkbox"/> Designate a Beneficiary OR <input type="checkbox"/> Change of Beneficiary Designation)
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It is important that your beneficiary designation be clear so that there will be no question as to your intent. If you wish to name more than 2 primary or 4 contingent beneficiaries, please attach a separate sheet of paper and include all the information requested. **NOTE: If designating more than one beneficiary, the total % of share should not exceed 100%.**

Primary Beneficiary(ies):			
% Share:	Relationship: <input type="checkbox"/> Spouse <input type="checkbox"/> Non-Spouse Individual <input type="checkbox"/> Trust <input type="checkbox"/> Estate <input type="checkbox"/> Charity or Other Entity	SSN/Tax ID:	
Name (If an Individual, include First, Middle Initial and Last):		Date of Birth/Trust (MM/DD/YYYY):	
Street Address:	City:	State:	Zip Code:
% Share:	Relationship: <input type="checkbox"/> Spouse <input type="checkbox"/> Non-Spouse Individual <input type="checkbox"/> Trust <input type="checkbox"/> Estate <input type="checkbox"/> Charity or Other Entity	SSN/Tax ID:	
Name (If an Individual, include First, Middle Initial and Last):		Date of Birth/Trust (MM/DD/YYYY):	
Street Address:	City:	State:	Zip Code:

Contingent Beneficiary(ies):			
% Share:	Relationship: <input type="checkbox"/> Spouse <input type="checkbox"/> Non-Spouse Individual <input type="checkbox"/> Trust <input type="checkbox"/> Estate <input type="checkbox"/> Charity or Other Entity	SSN/Tax ID:	
Name (If an Individual, include First, Middle Initial and Last):		Date of Birth/Trust (MM/DD/YYYY):	
Street Address:	City:	State:	Zip Code:
% Share:	Relationship: <input type="checkbox"/> Spouse <input type="checkbox"/> Non-Spouse Individual <input type="checkbox"/> Trust <input type="checkbox"/> Estate <input type="checkbox"/> Charity or Other Entity	SSN/Tax ID:	
Name (If an Individual, include First, Middle Initial and Last):		Date of Birth/Trust (MM/DD/YYYY):	

Street Address:		City:	State:	Zip Code:
% Share:	Relationship: <input type="checkbox"/> Spouse <input type="checkbox"/> Non-Spouse Individual <input type="checkbox"/> Trust <input type="checkbox"/> Estate <input type="checkbox"/> Charity or Other Entity			SSN/Tax ID:
Name (If an Individual, include First, Middle Initial and Last):			Date of Birth/Trust (MM/DD/YYYY):	
Street Address:		City:	State:	Zip Code:
% Share:	Relationship: <input type="checkbox"/> Spouse <input type="checkbox"/> Non-Spouse Individual <input type="checkbox"/> Trust <input type="checkbox"/> Estate <input type="checkbox"/> Charity or Other Entity			SSN/Tax ID:
Name (If an Individual, include First, Middle Initial and Last):			Date of Birth/Trust (MM/DD/YYYY):	
Street Address:		City:	State:	Zip Code:
If more than one primary and/or contingent Beneficiary is designated and no percentage has been designated, settlement will be made in equal shares to such of the designated beneficiaries as survive the Insured, unless otherwise provided herein. If no designated beneficiary survives the Insured, settlement will be made to the Insured's estate, unless otherwise provided in the Accident Policy.				

<b>INSURED AUTHORIZATION</b>	
I hereby revoke any previous beneficiary designation(s), if any, for my accident insurance policy and direct that the insurance proceeds payable under the policy be paid as indicated above.	
If I live in a state with community property statutes and do not designate my spouse as the sole primary beneficiary, I represent and warrant that my spouse has consented to such designation.	
Insured's Signature:	Date (MM/DD/YYYY):



## Privacy Notice

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

Dear Customer:

rev. January 2020

We care about your privacy. That is why we believe in your right to know what nonpublic personal information (“NPI”) we collect about you and what we do with that information. This Privacy Notice describes the NPI we collect about you and how we share and protect that information.

Overview	UNDERSTANDING HOW WE USE YOUR PERSONAL INFORMATION
<b>Why are you receiving this Notice?</b>	Financial institutions, which include the Company, choose how they share your NPI. 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 NPI. You are receiving this Privacy Notice because our records show either that you are a customer who is obtaining or has obtained insurance coverage or non-insurance products or services.
<b>What types of Information do we collect?</b>	<p>The types of NPI we collect depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"><li>• Information about you we receive on applications or other forms, such as your name, address, telephone number, date of birth, your social security number, driver’s license number, employment information, information about your income, assets and net worth, and medical information;</li><li>• Information about your transactions with the Company and its affiliates;</li><li>• Information about your insurance coverage, premiums, claims history, and payment history;</li><li>• Data from insurance support organizations, government agencies, insurance information sharing bureaus;</li><li>• Property information and similar data about you or your property, such as property appraisal reports; and</li><li>• Information we receive from a consumer reporting agency or insurance information sharing bureau, such as a credit or fraud report.</li></ul> <p>When your relationship with us ends, we may continue to share information about you as described in this Privacy Notice.</p>
<b>What do we do with the NPI we collect?</b>	<p>We share your NPI 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 NPI with affiliated parties and nonaffiliated third parties, as applicable, in the course of supporting your insurance coverage or non-insurance products.</p> <p>These affiliates and nonaffiliated third parties include:</p> <ul style="list-style-type: none"><li>• Financial service providers, such as banks and other insurance companies;</li><li>• Non-financial companies, such as medical providers and nonaffiliated service providers that perform marketing services on our behalf; and</li><li>• Others, such as consumer reporting agencies and insurance information sharing bureaus.</li></ul> <p>In the section below, we list the reasons we can share your NPI, whether we actually share your NPI, and whether you can opt out of this sharing (or if you are a resident of Vermont, whether you</p>

	have the right to opt in to allowing this sharing).
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Reasons we can 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 residents of Vermont: Do you have the right to opt in to allow this sharing?]
<b>For our everyday business purposes</b> – such as to process your transactions, administer insurance coverage, products or services, maintain your account, prevent fraud and report to credit bureaus	Yes	No
<b>For our marketing purposes</b> - to offer our products and services to you	Yes	No
<b>For joint marketing with other financial companies</b>	No	Not Applicable
<b>For our affiliates' everyday business purposes</b> – transaction and experience information	Yes	No
<b>For our affiliates' everyday business purposes</b> – information about your creditworthiness	No	Not Applicable
<b>For our affiliates to market to you</b>	Yes	No
<b>For non-affiliates to market their products to you</b>	No	Not Applicable

Collecting and safeguarding information	
<b>How often do you notify me about your privacy practices?</b>	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. Please review the privacy policy posted on our website, ZurichNA.com. It contains additional information about our practices.
<b>Why do you collect my NPI?</b>	We collect NPI 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. Information in a report prepared by an insurance support organization may be retained by that organization and provided to others.
<b>What NPI do we share?</b>	We may provide to affiliates and/or nonaffiliated third parties the same NPI listed above in the section entitled, "What types of information do we collect?"
<b>How do you safeguard my NPI?</b>	Employees who have access to your NPI 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.

**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 request using our online form on our website, ZurichNA.com, or calling our toll-free number at 1-800-382-2150. You may also reasonably describe the information you seek in writing and send your written request to the Privacy Office via mail (Zurich – Privacy Office, 1299 Zurich Way, Schaumburg, IL 60196) or via email at [privacy.office@zurichna.com](mailto: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 it is permitted by law. If you request medical records, we may elect to supply that information to you through your designated medical professional for security purposes. 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 through any of the above methods, 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 may make your request using any of the above methods.

Residents of California and Nevada have additional rights over their non-public personal information if it is not governed by the Gramm-Leach-Bliley Act. For more information about these rights, please consult our online privacy policy posted on our website, ZurichNA.com.

**FOR RESIDENTS OF MASSACHUSETTS ONLY WHO ARE ZNA P&C CUSTOMERS:** 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.

<b>Key words and phrases</b>	<b>TERMS YOU SHOULD KNOW</b>
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<b>Definitions</b>	
<b>Everyday business purposes</b>	The actions necessary for financial companies like the Company to conduct business and manage customer accounts, such as: <ul style="list-style-type: none"> <li>Processing transactions, mailing and auditing services;</li> <li>Administering insurance coverage, product, services or claims;</li> <li>Providing information to credit bureaus;</li> <li>Protecting against fraud;</li> <li>Responding to court/governmental orders or subpoenas and legal investigations; and</li> <li>Responding to insurance regulatory authorities.</li> </ul>
<b>Affiliates</b>	Financial or nonfinancial companies related by common ownership or control. <ul style="list-style-type: none"> <li><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></li> </ul>
<b>Nonaffiliated Third Parties</b>	Financial or nonfinancial companies not related by common ownership or control. We may share your information with companies that we hire to perform marketing and business services for us, such as data processing, computer software maintenance and development, and transaction processing. When we share information with 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 services. <ul style="list-style-type: none"> <li><i>The Company does not share information with nonaffiliates to market their products to you.</i></li> </ul>

<b>Joint marketing</b>	<p>A formal agreement between nonaffiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> <li>• <i>The Company does not jointly market.</i></li> </ul>
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<b>Changes to this Privacy Notice; contact us</b>	<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 <a href="mailto:privacy.office@zurichna.com">privacy.office@zurichna.com</a>.</p>
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This Privacy Notice is sent on behalf of the following affiliated companies, which are referred to in this Privacy Notice, in the aggregate, as the “Company:”

*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 (together, “the ZNA P&C Companies”), Zurich American Life Insurance Company, and Zurich American Life Insurance Company of New York.*



# Fraud Warnings Disclosure

## Property and Casualty Application Addendum

TO BE ATTACHED TO AND FORM PART OF THE APPLICATION. IF FRAUD WARNINGS ARE INCLUDED IN THE APPLICATION TO WHICH THIS IS ATTACHED, THIS DISCLOSURE REPLACES THOSE WARNINGS.

Any person who knowingly and with intent to defraud any insurance company or another person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading information concerning any fact material thereto, commits a fraudulent insurance act, which may subject the person to criminal and civil penalties. (Not applicable in AL, AR, CO, DC, FL, KS, KY, LA, MD, ME, MN, NJ, NM, NY, OH, OK, OR, PA, PR, RI, TN, TX, VA, VT, WA, and WV.)

In **Arkansas, Louisiana, Rhode Island, or West Virginia**: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

In **Alabama**: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or who knowingly presents false information in an application for insurance is guilty of a crime and may be subject to restitution, fines or confinement in prison, or any combination thereof.

In **Colorado**: It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado division of insurance within the department of regulatory agencies.

In **District of Columbia**: Warning: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.

In **Kansas**:

Any person who, knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer, broker or any agent thereof, any written, electronic, electronic impulse, facsimile, magnetic, oral, or telephonic communication or statement as part of, or in support of, an application for the issuance of, or the rating of an insurance policy for personal or commercial insurance, or a claim for payment or other benefit pursuant to an insurance policy for commercial or personal insurance which such person knows to contain materially false information concerning any fact material thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act.

In **Kentucky**: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.

In **Tennessee or Washington**: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines or a denial of insurance benefits.

In **Maryland**: Any person who knowingly or willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly or willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.



In **Minnesota**: A person who files a claim with intent to defraud or helps commit a fraud against an insurer is guilty of a crime.

In **New Jersey**: Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

In **New Mexico**: ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR KNOWINGLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO CIVIL FINES AND CRIMINAL PENALTIES.

In **New York**: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.

In **Ohio**: Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

In **Oklahoma**: WARNING: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

In **Oregon**: Any person who knowingly and with intent to defraud any insurer or other person files an application for insurance or statement of claim containing any materially false information upon which an insurer relies, if such information was either material to the risk assumed by the insurer or the misinformation was provided fraudulently, may commit a fraudulent insurance act, which may be a crime and may subject the person to criminal and civil penalties.

In **Pennsylvania**: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

In **Puerto Rico**: Any person who has committed fraud, as defined in the law, shall incur a felony, and if convicted, shall be sanctioned for each violation by a penalty of a fine of not less than five thousand dollars (\$5,000), nor more than ten thousand dollars (\$10,000), or a penalty of imprisonment for a fixed term of three (3) years, or both penalties. If there were aggravating circumstances, the fixed penalty thus established may be increased up to a maximum of five (5) years; if extenuating circumstances are present, it may be reduced to a minimum of two (2) years. In addition to the penalties provided in this chapter, any person who, as a result of the fraud thus committed is benefited in any way to obtain insurance, or in the payment of a loss pursuant to an insurance contract, shall be imposed the payment of restitution of the amount of money resulting from the fraud. Every violation shall have a prescription term of (5) five years.

In **Texas**: Any person who knowingly presents a false or fraudulent claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.

In **Vermont**: Any person who knowingly presents a false statement in an application for insurance may be guilty of a criminal offense and subject to penalties under state law.

In **Virginia**: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company.

# SANCTIONS EXCLUSION ENDORSEMENT



## **THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY**

The following exclusion is added to the policy to which it is attached and supersedes any existing sanctions language in the policy, whether included in an Exclusion Section or otherwise:

### **SANCTIONS EXCLUSION**

Notwithstanding any other terms under this policy, we shall not provide coverage nor will we make any payments or provide any service or benefit to any insured, beneficiary, or third party who may have any rights under this policy to the extent that such cover, payment, service, benefit, or any business or activity of the insured would violate any applicable trade or economic sanctions law or regulation.

The term policy may be comprised of common policy terms and conditions, the declarations, notices, schedule, coverage parts, insuring agreement, application, enrollment form, and endorsements or riders, if any, for each coverage provided. Policy may also be referred to as contract or agreement.

We may be referred to as insurer, underwriter, we, us, and our, or as otherwise defined in the policy, and shall mean the company providing the coverage.

Insured may be referred to as policyholder, named insured, covered person, additional insured or claimant, or as otherwise defined in the policy, and shall mean the party, person or entity having defined rights under the policy.

These definitions may be found in various parts of the policy and any applicable riders or endorsements.

## **ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED**