



**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**

## **TABLE OF CONTENTS**

SECTION I	SCHEDULE OF BENEFITS
SECTION II	EFFECTIVE AND TERMINATION DATES OF INSURANCE
SECTION III	BENEFITS
SECTION IV	GENERAL DEFINITIONS
SECTION V	GENERAL EXCLUSIONS
SECTION VI	HOW TO FILE A CLAIM
SECTION VII	PAYMENT OF CLAIMS
SECTION VIII	GENERAL POLICY CONDITIONS

## 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 1

Benefits	Maximum Covered Amount per Reservation/ Deductible per Reservation
<b>A. Travel Inconvenience Plan</b>	
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

#### 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:

- 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 joint deed, mortgage agreement or lease;
  - a joint bank account;
  - designation of one of the persons as a primary beneficiary in the other person's will;
  - designation of one of the persons as a primary beneficiary in the other person's life insurance policy or retirement plan; or
  - joint ownership of a motor vehicle;
- both persons agree to be jointly responsible for each other's basic living expenses during the domestic partnership;
- neither person is in a marriage recognized by New Jersey law or a member of another domestic partnership;
- neither person is related to the other by blood or affinity up to and including the fourth degree of consanguinity;
- 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;
- 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 Certificate of Insurance**

**ALASKA - FORM U-TIGV-500-A AK (05/17)**

- A. The following provision is added to the **GENERAL POLICY CONDITIONS** in the **Group Travel Certificate of Insurance**:  
**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.
- B. Under the **DEFINITIONS** section, the following definitions are changed:  
**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; and (3) does not exceed the 80<sup>th</sup> percentile of the most current version of the usual and customary fee schedules published by Fair Health, Inc. (or any successor organization), and (4) does not exceed the cost of a generic drug, if available. **We** will only pay up to seventy-five percent (75%) of a non-generic drug if a generic drug is available.  
**Physician** means a person who is:
1. a state licensed physician, physician assistant, dentist, osteopath, optometrist, chiropractor, nurse midwife, advanced nurse practitioner, naturopath, physical therapist, occupational therapist, marital and family therapist, psychologist, psychological associate, licensed clinical social worker, licensed professional counselor, or certified direct-entry midwife;
  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 **Insured** by blood or marriage.
- C. The **TIME OF PAYMENT** provision in the **PAYMENT OF CLAIMS** section is replaced with the following:  
**TIME OF PAYMENT**: For undisputed medical claims will be paid as soon as **We** receive complete Proof of Loss but not later than 30 calendar days from receipt of Proof of Loss or within 15 calendar days of receipt of additional information for other than an undisputed claim. If the claims are not paid within the time limits, accrued interest at 15% per year will be paid beginning from the 1st day after the time limit until the claim is paid.  
For all other claims, **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 no later than 30 calendar days after receipt of 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**
- D. The **SUIT AGAINST US** provision in the **GENERAL POLICY CONDITIONS** in the **Group Travel Certificate of Insurance** is replaced with the following:  
No action at law or in equity may be brought to recover on this Policy prior to the expiration of 60 days from notification that the claim was denied. No such action may be brought after the expiration of 3 years from notification that the claim was denied.
- E. The **ARBITRATION** provision in the **GENERAL POLICY CONDITIONS** in the **Group Travel Certificate of Insurance** is deleted.

**ALABAMA - FORM U-TIGV-500-A AL (05/17)**

- A. The **SUIT AGAINST US** and **SUIT AGAINST THE COMPANY** provisions in the **GENERAL POLICY CONDITIONS** section are amended to change the expiration period to 6 years.

**ARKANSAS - FORM U-TIGV-500-A AR (03/18)**

- A. The following is added to the **SUBROGATION** provision in the **GENERAL POLICY CONDITIONS** section of the **Group Travel Certificate of Insurance**:  
**Our** right of subrogation will not be invoked until benefits to which the **Insured** is entitled under the **Policy** are paid to or on behalf of the **Insured**, and the **Insured** has been made whole and is fully compensated for damages.
- B. The following is added to the **ARBITRATION** provision in the **GENERAL POLICY CONDITIONS** section of the **Group Travel Certificate of Insurance**:  
Arbitration is not binding in Arkansas and the **Insured** has the right to a jury trial.
- C. The following is added to the **ARBITRATION** provision in the **GENERAL POLICY CONDITIONS** section of the **Group Travel Insurance Policy**:  
Arbitration is not binding in Arkansas and the Policyholder has the right to a jury trial.
- D. The **SUIT AGAINST US** provision in the **GENERAL POLICY CONDITIONS** section of the **Group Travel Certificate of Insurance** is amended to change the expiration period to 5 years.
- E. In accordance with ARK. CODE ANN. § 23-88-106, we are providing notice of the following:  
Unless otherwise provided by this Policy, we may deduct expense depreciation. Expense depreciation is defined as depreciation, including but not limited to the cost of goods, materials, labor and services necessary to replace, repair or rebuild damaged property.  
If expense depreciation is applied to a loss for damaged property, the insurer shall provide a written explanation as to how the expense

depreciation was calculated.

#### CALIFORNIA - FORM U-TIGV-500-A CA (05/17)

- A. In **GENERAL DEFINITIONS**, **Domestic Partner** is replaced with the following:  
**Domestic Partner** means the person recognized as the Insured's **Domestic Partner** under the laws of the state in which the **Insured** resides.
- B. In **GENERAL DEFINITIONS**, **Injured, Injury or Injuries** is replaced with the following:  
**Injured, Injury or Injuries** means a bodily injury caused by an **Accident** occurring while the Insured's coverage under this **Policy** is in force and resulting directly from **Loss** covered by this **Policy**. The **Injury** must be verified by a **Physician**.
- C. The SUBROGATION provision in the **GENERAL POLICY CONDITIONS** section in the **Group Travel Certificate of Insurance** is deleted.

#### DISTRICT OF COLUMBIA - FORM U-TIGV-102-A DC (03/17)

- A. The following language is added to page one of the Group Travel Certificate of Insurance: LIMITED BENEFIT.
- B. The ARBITRATION provision in the **GENERAL POLICY CONDITIONS** section of the Group Travel Certificate of Insurance is deleted and replaced with the following: ARBITRATION: Any contest to a claim denial under this **Policy** may be settled by arbitration at the **Insured's** option. Arbitration will be 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**. Arbitration is pursuant to District of Columbia laws. The **Insured** may waive any rights to trial in court, including the right to a jury trial. This provision does not apply if the **Insured** is a resident of a state where the law does not allow arbitration in an insurance policy, but only if this **Policy** is subject to its laws. In such a case, arbitration does not apply. This provision bars the institution of lawsuit by the **Insured**.

#### FLORIDA - FORM U-TIGV-500-A FL (05/17)

- A. The following paragraph is replaced under the **ACCIDENTAL DISMEMBERMENT BENEFIT**:  
**Covered Loss of Use** must continue for 12 consecutive months and] be determined by a **Physician**.
- B. The following paragraph is replaced under the **ACCIDENTAL DISMEMBERMENT BENEFIT**:  
**Plegia** must continue for 12 consecutive months and] be determined by a **Physician**.
- C. The following definition of Plegia is replaced under the **ACCIDENTAL DISMEMBERMENT BENEFIT**:  
**Plegia** means a permanent, complete and irreversible loss of voluntary movement that affects motor function of one or more **Limbs**. Proof of total **Plegia** may be required by **Us** on a periodic basis.
- D. Under the **DEFINTIONS** section, the following definitions are replaced:  
**Pre-Existing Condition** means a sickness, disease, or other condition during the 365 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 90 day period before the date stipulated in SECTION II – EFFECTIVE AND TERMINATION DATES OF INSURANCE, A. EFFECTIVE DATE.

**Hospital** means a facility that:

- a. is operated according to law for the care and treatment of sick or Injured people;
- b. has organized facilities for diagnosis and surgery on its premises or in facilities available to it on a prearranged basis;
- c. has 24 hour nursing service by registered nurses (R.N.s); and
- d. is supervised by one or more Physicians available at all times.

A hospital does not include:

- a. a nursing, convalescent or geriatric unit of a hospital when a patient is confined mainly to receive nursing care;
- b. a facility that is, other than incidentally, a clinic, a rest home, nursing home, convalescent home, home health care, or home for the aged, nor does it include any ward, room, wing or other section of the hospital that is used for such purposes; or
- c. any military or veterans hospital or soldiers home or any hospital contracted for or operated by an national government or government agency for the treatment of members or ex-members of the armed forces for which no charge is normally made.

The Company will not deny claims for services in a licensed hospital because it does not have major surgical facilities and is primarily a rehabilitation hospital, if it is accredited by Joint Commission on the Accreditation of Hospitals, the American Osteopathic Association, or the Commission on the Accreditation of Rehabilitative Facilities.

- E. The **GENERAL EXCLUSIONS** with respect to participation in professional athletic events is replaced with the following:  
participation as a professional in athletics by and **Insured** while on a **Covered Trip**.
- F. The TIME OF PAYMENT provision in the **PAYMENT OF CLAIMS** section is replaced with the following  
**We** will pay claims for all **Covered Losses**, other than **Covered Losses** for which the **Policy** provides any periodic payment, no later than 20 days after receipt of written proof of loss that is acceptable to **Us**. If the claim is not paid within 20 days, payment will bear interest at a rate of 12% per year. 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**.
- A. The ARBITRATION provision in the **GENERAL POLICY CONDITIONS** section of the Group Travel Certificate of Insurance is deleted.
- B. The SUIT AGAINST US provision in the **GENERAL POLICY CONDITIONS** section of the **Group Travel Certificate of Insurance** is amended to change the expiration period to 5 years.

#### GEORGIA - FORM U-TIGV-500-A GA (05/17)

- A. The ARBITRATION position in the **GENERAL POLICY CONDITIONS** of the **Group Travel Certificate of Insurance** is deleted.
- B. The SUBROGATION provision in the **GENERAL POLICY CONDITIONS** of the **Group Travel Certificate of Insurance** does not apply to the **Emergency Medical Expense Benefit, Accidental Death Benefit, Accidental Dismemberment Benefit, and Exposure and Disappearance Benefit**.

**HAWAII - FORM U-TIGV-500-A HI (05/17)**

- A. The TIME OF PAYMENT provision under 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 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**.

**IOWA - FORM U-TIGV-500-A IA (05/17)**

- A. The ARBITRATION provision in the **GENERAL POLICY CONDITIONS** section is deleted.

**IDAHO - FORM U-TIGV-500-A ID (05/17)**

- A. Under the **DEFINITIONS** section, the **Pre-existing Condition** definition is replaced with the following:
- 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 the **Policyholder** for which the **Insured**, the **Traveling Companion**, or **Family Member** who is scheduled or booked to travel with the **Insured**:
  - received, or received a recommendation for, a diagnostic test, examination, or medical treatment; or
  - 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 90 day period before the date stipulated in SECTION II – EFFECTIVE AND TERMINATION DATES OF INSURANCE, A. EFFECTIVE DATE.
- B. Under the **DEFINITIONS** section, the **Complications of Pregnancy** definition is replaced with the following:
- Complications of Pregnancy** means whose diagnoses are distinct from pregnancy but are adversely affected by pregnancy or are caused by pregnancy. These conditions include acute nephritis, nephrosis, cardiac decompensation, missed abortion and similar medical and surgical conditions of comparable severity. Complications of pregnancy also include cesarean section, ectopic pregnancy which is terminated and spontaneous termination of pregnancy, which occurs during a period of gestation in which a viable birth is not possible.
  - Complications of pregnancy do not include false labor, occasional spotting, Physician-prescribed rest during the period of pregnancy, morning sickness, hyperemesis gravidarum, preeclampsia and similar conditions associated with the management of a difficult pregnancy not constituting a nosologically distinct complication of pregnancy.
- C. Under the **DEFINITIONS** section, the **Dentist** definition is replaced with the following:
- Dentist** means someone who is licensed and legally entitled to practice dentistry, dental surgery or a denturist who is not the **Insured**, a **Traveling Companion**, any member of the **Insured's** immediate family, or any member of the **Sick** or **Injured** person's immediate family.
- D. Under the **DEFINITIONS** section, the **Hospital** definition is replaced with the following:
- "Hospital" means a facility that:
  - is operated according to law for the care and treatment of sick or Injured people;
  - has organized facilities for diagnosis and surgery on its premises or in facilities available to it on a prearranged basis;
  - has 24 hour nursing service by registered nurses (R.N.'s); and
  - is supervised by one or more Physicians available at all times.
- A hospital does not include:
- a nursing, convalescent or geriatric unit of a hospital when a patient is confined mainly to receive nursing care;
  - a facility that is, other than incidentally, a clinic, a rest home, nursing home, convalescent home, home health care, or home for the aged, nor does it include any ward, room, wing or other section of the hospital that is used for such purposes; or
  - any military or veterans hospital or soldiers home or any hospital contracted for or operated by an national government or government agency for the treatment of members or ex-members of the armed forces for which no charge is normally made.
- E. The **Normal Pregnancy** exclusion is replaced with the following:
- Normal Pregnancy** including **Hospitalization**, and resulting childbirth;

**ILLINOIS - FORM U-TIGV-500-A IL (05/17)**

- A. The following sentence is deleted throughout the **Group Travel Certificate of Insurance**:  
**Sickness** that first manifests itself
- 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 paragraph is replaced under the **ACCIDENTAL DISMEMBERMENT BENEFIT**:  
**Covered Loss of Use** must continue for 12 consecutive months and] be determined by a **Physician**.
- D. The following paragraph is replaced under the **ACCIDENTAL DISMEMBERMENT BENEFIT**:  
**Plegia** must continue for 12 consecutive months and be determined by a **Physician**.
- E. Under the **DEFINITIONS** section, the following definition is added:  
**Civil Union** means a legal relationship between two persons, of either the same or opposite sex.
- F. Under the **DEFINITIONS** section, the following definitions are replaced:  
**Accident** or **Accidental** means an unintended or unforeseeable event or occurrence that occurs during the **Policy** term.  
**[Complications of Pregnancy** means conditions [requiring **Hospital** admission] [(when the pregnancy is not terminated)] whose diagnoses are distinct from pregnancy but are adversely affected by pregnancy or are caused by pregnancy. These conditions include acute nephritis, nephrosis, cardiac decompensation, missed abortion, hyperemesis gravidarum, preeclampsia and similar medical and surgical conditions of comparable severity. **Complications of Pregnancy** also include nonelective cesarean section, ectopic pregnancy which is terminated and spontaneous termination of pregnancy, which occurs during a period of gestation in which a viable birth is not possible.  
**Complications of Pregnancy** do not include false labor, occasional spotting, **Physician**-prescribed rest during the period of pregnancy, morning sickness, and similar conditions associated with the management of a difficult pregnancy not constituting a nosologically distinct complication of pregnancy.  
**Covered Injury** means bodily injury directly caused by **Accidental** means that is independent of disease or bodily infirmity, results from a **Covered Accident**, occurs while the **Insured** is insured under this **Policy**, and results in a **Covered Loss**.

**Family Member** means the **Insured's** or the **Insured's Traveling Companion's Spouse, Civil Union, 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, guardian, Domestic Partner, foster child, or ward.**

**Hospital** means an institution that:

- a. operates pursuant to applicable local laws and regulations governing such facilities;
- b. primarily and continuously provides medical care and treatment to sick and injured persons on an inpatient basis;
- c. operates facilities for medical and surgical diagnosis and treatment by or under the supervision of **Physicians**; and
- d. provides 24-hour nursing service by or under the supervision of Registered Nurses (R.N.) or graduated nurses.

**Hospital** includes institutions meeting the above definition that provide services on a formal arrangement basis with another institution.

**Hospital** does not mean any institution or part thereof that is used primarily as:

- (1) a nursing home, convalescent home, or skilled nursing facility;
- (2) a place of rest, custodial care, or for the aged;
- (3) a clinic; or
- (4) a place for the treatment of mental sickness, alcoholism or substance abuse.

However, a place for the treatment of mental sickness, alcoholism or substance abuse will be regarded as a **Hospital** if it is:

- (i) part of the institution that meets the requirements in subparagraphs a. to d. of this definition above; and
- (ii) listed in the American Hospital Association Guide as a general hospital.

**Pre-Existing Condition** means a condition for which a **Insured** received any diagnosis, medical advice or treatment or had taken any prescription medicines during the six (6) months immediately preceding the **Covered Loss**.

**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**.

- G. The paragraphs containing "directly or indirectly" under the **GENERAL EXCLUSION** section are replaced with the following:  
**We** will not pay for any loss under this **Policy**, arising directly 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:
- H. Under the **GENERAL EXCLUSIONS** section, the nuclear reaction, radiation or radioactive contamination exclusion is deleted.
- I. The suicide, attempted suicide or intentionally self-inflicted injury exclusion under **GENERAL EXCLUSIONS** is replaced with the following: suicide, attempted suicide, or intentionally self-inflicted injury;
- J. The intentional use of illegal drugs or intentional misuse of prescription or over the counter drugs exclusion under **GENERAL EXCLUSIONS** is deleted.
- K. The being under the influence of drugs or intoxicants **GENERAL EXCLUSIONS** is replaced with the following:  
being under the influence of drugs or intoxicants defined by the laws of the State where the loss or cause of loss was incurred, unless prescribed by a **Physician**;
- L. The declared or undeclared war, or any act of war or the release of nuclear energy or radiation which is the result of war exclusion under **GENERAL EXCLUSIONS** is replaced with the following:  
declared or undeclared war, or any act of war;
- M. Under **GENERAL EXCLUSIONS**, the second paragraph is replaced with the following:  
**We** will not pay for any loss under the **Policy**, arising directly from the following:
- N. The **LOSS OF LIFE OF AN INSURED** provision in the **PAYMENT OF CLAIMS** section is replaced with the following:  
**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 a benefit is payable to a minor or other person who is incapable of giving a valid release, the **We** may pay up to \$1,000 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.
- O. Under **PAYMENT OF CLAIMS**, Paragraph C is replaced with the following:  
TIME OF PAYMENT: **We** will affirm or deny liability on claims within a reasonable time and pay claims for all **Covered Losses**, other than **Covered Losses** for which the **Policy** provides any periodic payment, within 30 days upon receipt of written proof if the amount of the claim is determined and not in dispute. 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**.  
Failure to pay a claim within 30 days following **Our** receipt of due proof of loss shall entitle the **Insured** to interest at a rate of 9 (nine) percent per annum from the 30<sup>th</sup> day after receipt of such proof of loss to the date of late payment, provided that interest amounting to less than one dollar need not be paid. **We** will notify the **Insured** or his or her assignee of any known failure to provide sufficient documentation for a due proof of loss within 30 days after receipt of the claim. Any required interest payments will be made within 30 days after the payment.
- P. Under **HOW TO FILE A CLAIM**, Paragraph C is replaced with the following:  
C. **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 **BENEFICIARIES** provision in the **GENERAL POLICY CONDITIONS** of the **Group Travel Certificate 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.
- R. The **SUIT AGAINST US** provision in the **GENERAL POLICY CONDITIONS** of the **Group Travel Certificate of Insurance** is replaced with the following:  
No action at law or in equity may be brought to recover on this **Policy** prior to the expiration of 60 days after written proof of **Loss** has been furnished in accordance with the requirements of this **Policy**. No such action may be brought after the expiration of 10 years plus the number of days between the date the proof of loss was filed and the date the claim was denied in whole or in part.
- S. The **ARBITRATION** provision in the **GENERAL POLICY CONDITIONS** of the **Group Travel Insurance Certificate** is replaced with the following:  
**ARBITRATION**: An arbitration provision is not a substitute for an **Insured** right to maintain a legal action if he or she so desires, and in no way affects or limits an **Insured** ability to take legal action in a court of law prior to voluntarily agreeing to enter into an arbitration proceeding. Any controversy of claim arising out of or relating to this contract, or the breach thereof, may be settled by arbitration. The arbitration will be conducted pursuant to the applicable rules of the American Arbitration Association and in accordance with the Uniform Arbitration Act 710 ILCS 51 et seq. within a reasonable time limit. 30 (thirty) days after the parties agree to arbitrate their dispute is a reasonable time limit for

selecting and appointing independent arbitrators and 15 (fifteen) days is a reasonable time limit for an expedited review. The arbitration **may be** binding on both parties, but in all instances **must be entered into on a voluntary basis**. Arbitrators must be fair, impartial, and free of any conflicts of interest or the appearance of a conflict of interest. **By voluntarily agreeing to enter into an arbitration proceeding, the parties should be aware and understand that they may be giving up certain rights to have their dispute settled in and by a court of law, except to the extent Illinois law may provide for judicial review of arbitration proceedings.** 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. Any arbitration provision in no way affects an **Insured's** ability to file a complaint with the Illinois Department of Insurance.

- T. The SUBROGATION provision in the **GENERAL POLICY CONDITIONS** of the **Group Travel Insurance Certificate** is replaced with the following:  
SUBROGATION: **We** are assigned the right to recover from the negligent third party or his or her insurer, to the extent of the benefits which **We** paid 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. The **Insured** is required to furnish any information or assistance, or provide any documents that **We** may reasonably require in order to exercise **Our** rights under this provision. This provision applies whether or not the third party admits liability.

#### **LOUISIANA - FORM U-TIGV-500-A LA (05/17)**

- A. The following is added to the first page of the policy and certificate following the name and address of the company:  
A Stock Insurance Company
- B. Under the **DEFINITIONS** section, the definition of **Domestic Partner** is deleted.
- C. 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, **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, guardian, **Key Person**, foster child, or ward.
- D. The **ARBITRATION** provision in the **GENERAL POLICY CONDITIONS** section is replaced with the following:  
**ARBITRATION:** Any contest to a claim denial under this **Policy** may, at the **Insured's** option, 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. If chosen, the arbitration is not binding, does not deprive the courts of Louisiana of jurisdiction, and the **Insured** does not forfeit any right to seek judicial resolution of the dispute.
- E. The **SUBROGATION** provision in the **GENERAL POLICY CONDITIONS** is replaced with the following:  
**We** have the right to recover from any third party payments including future payments, which **We** have made or will make in the future to the **Insured** or his or her heirs, guardians or executors or will be obligated to pay in the future to the **Insured**. However, **Our** right of subrogation is secondary to the right of the **Insured** to be fully compensated for his/her damages. The **Insured** agrees to assist **Us** in preserving his or her rights against any third party, including but not limited to, signing subrogation forms supplied by **Us**. **We** agree to pay **Our** portion of the **Insured's** attorneys' fee or other costs associated with a claim or lawsuit to the extent that **We** recover any portion of the benefits paid pursuant to **Our** right of subrogation.

#### **MASSACHUSETTS - FORM U-TIGV-500-A MA (05/17)**

- A. The **GENERAL EXCLUSIONS** with respect to participation in professional athletic events is replaced with the following:  
participation as a professional in athletics by and **Insured** while on a **Covered Trip**;

#### **MAINE - FORM U-TIGV-500-A ME (05/17)**

- A. Under the **DEFINITIONS**, the following definitions are replaced:  
The definition of **Actual Cash Value** is replaced by the following:  
**Actual Cash Value** means the replacement cost of an insured item of property at the time of loss, less the value of physical depreciation as to the item damaged. For purposes of this definition, physical depreciation means a value as determined according to standard business practices.
- The definition of **Hospital** is replaced by the following:  
**Hospital** means:  
(1) an institution licensed to operate as a hospital pursuant to law;  
(2) a facility primarily and continuously engaged in providing or operating (either on its premises or in facilities available to the hospital on a prearranged basis and under the supervision of a staff of licensed physicians) medical, diagnostic and major surgical facilities for the medical care and treatment of sick or injured persons on an in-patient basis for which a charge is made; and  
(3) a facility that provides twenty-four –hour-a-day nursing service by or under the supervision of registered nurses.]  
[A hospital does not include:  
(1) convalescent homes or convalescent, rest or nursing facilities;  
(2) facilities affording primarily custodial, educational or rehabilitative care;  
(3) facilities for the aged, drug addicts or alcoholics; or  
(4) a military or veterans hospital, a soldiers' home or a hospital contracted for or operated by any national government or government agency for the treatment of members or ex-members of the armed forces, except for services rendered on an emergency basis where a legal liability for the patient exists for charges made to the individual for services.
- The definition of **Medically Necessary** is replaced by the following:  
**Medically Necessary** means that a treatment, service, or supply:  
a. is ordered by a **Physician** and performed under his or her care, supervision, or order; and  
b. is not primarily for the convenience of the **Insured**, **Physician**, or other providers, or any other person.
- The definition of **Sickness** is replaced by the following:  
**Sickness** means an illness or disease of an **Insured**.
- B. The following is added to the **PAYMENT OF CLAIMS** section:  
**Post Judgment Interest:** Any post judgment interest for a claim brought against **Us** will be paid outside the policy limits and in accordance

with Maine law.

- C. The following is added to the **GENERAL POLICY CONDITIONS** section of the **Group Travel Certificate of Insurance**:  
Time Limit on Certain Defenses: In the absence of fraud, statements made by the **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 (except age) will cause this **Policy** to be contested.
- D. The ARBITRATION provision in the **GENERAL POLICY CONDITIONS** section of the **Group Travel Certificate of Insurance** is deleted.

#### **MICHIGAN - FORM U-TIGV-500-A MI (05/17)**

- A. 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.
- B. The following paragraph is replaced under the **ACCIDENTAL DISMEMBERMENT BENEFIT**:  
**Plegia** must continue for 12 consecutive months and be determined by a **Physician**.
- C. The suicide, attempted suicide, or intentional self-inflicted injury exclusion in the **GENERAL EXCLUSION** section is deleted.
- D. The being under the influence of drugs or intoxicants exclusion in the **GENERAL EXCLUSION** section is deleted.
- E. The **Pre-existing Exclusions** in the **GENERAL EXCLUSION** section is replaced with the following:
  - a. **We** will not pay for loss or expense caused by or incurred resulting from a **Pre-Existing Condition** including death that results therefrom until 6 months after the effective date of coverage.
- F. The **PROOF OF COVERED LOSS** provision in **HOW TO FILE A CLAIM** is replaced with the following:  
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.
- G. 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 60 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.
- H. The **HOW TO FILE A CLAIM** provision in the **Group Travel Insurance Certificate** is replaced with the following:  
**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. Failure to furnish notice within such time will not invalidate nor reduce any claim if it shall be shown not to have been reasonable possible to furnish such proof during that time. 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 1-800-328-1114. 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**.  
Claims Department  
Health Special Risk, Inc.  
4100 Medical Parkway  
Carrollton, TX 75007  
Telephone: 1-800-328-1114
- I. The **SUIT AGAINST US** provision in the **Group Travel Certificate of Insurance** is replaced with the following:  
**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 six 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.
- J. The **ARBITRATION** provision in the **Group Travel Certificate of Insurance** is replaced with the following:  
**ARBITRATION**: Any contest to a claim denial under the **Policy** may 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. Each party will select a competent, independent arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction. Each side shall pay the fee of its chosen arbitrator and half the fee of the third arbitrator. Unless both parties agree otherwise, any arbitration hereunder shall take place in the county and state where the **Insured** resides. Local rules of law as to procedure and evidence will apply. The arbitrator(s) will not award consequential or punitive damages in any arbitration under this section. Any decision agreed to by the arbitrators may be appealed to a court of competent jurisdictions.

#### **MINNESOTA - FORM U-TIGV-102-A MN (03/17)**

- A. The following language is added to page one of the **Group Travel Certificate of Insurance**: A copy of the Policy is available for the **Insured** to review during normal business hours at the Policyholder's office.
- B. The following language is added to page two of the **Group Travel Certificate of Insurance**:  
**THIS POLICY IS A LEGAL CONTRACT BETWEEN THE POLICY OWNER AND THE COMPANY**  
**PLEASE READ YOUR POLICY CAREFULLY**
- C. The following paragraph is replaced under the **ACCIDENTAL DISMEMBERMENT BENEFIT**:  
**Plegia** must continue for 12 consecutive months and be determined by a **Physician**.
- D. The definition of **Covered Trip** is replaced by the following: **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 and shall not exceed 180 days**
- E. The suicide exclusion in the **GENERAL EXCLUSION** section is replaced with the following:  
intentionally self-inflicted injury, while sane or insane;
- F. The drug and narcotics exclusion in the **GENERAL EXCLUSION** section is replaced with the following:  
being under the influence of drugs or narcotics, unless prescribed by a **Physician**;
- G. The amateur sports competition exclusion in the **GENERAL EXCLUSION** section is replaced with the following:  
participation in organized amateur or interscholastic athletic or sports competition;
- H. Under **HOW TO FILE A CLAIM** of the **Group Travel Certificate of Insurance**, C. is deleted in its entirety and replaced with the following:  
C. **PROOF OF COVERED LOSS**: Written Proof of Covered Loss, acceptable to **Us**, must be sent within 90 days of the **Covered Loss**, or as soon after that as is reasonably possible. Failure to furnish such proof within the time required shall not invalidate nor reduce any claim if it was

not reasonably possible to give proof within such time, provided such proof is furnished as soon as reasonably possible and in no event, except in the absence of legal capacity, later than one year from the time proof is otherwise required.

- I. Under PAYMENT OF CLAIMS of the **Group Travel Certificate of Insurance**, A. and B.1. are deleted in their entirety and replaced with the following:
  - 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**, but not more than 5 business days after receipt of the same. 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.
  - B. WHO **WE** WILL PAY:
    - 1. LOSS OF LIFE OF AN **INSURED**: Indemnity for loss of life will be payable in accordance with the beneficiary designation and the provisions respecting such payment which may be prescribed herein and effective at the time of payment. If no such designation or provision is then effective, such indemnity shall be payable to the estate of the **Insured**. Any other accrued indemnities unpaid at the **Insured's** death may, at the option of the insurer, be paid either to such beneficiary or to such estate. All other indemnities will be payable to the **Insured**.
- J. Under GENERAL POLICY CONDITIONS of the **Group Travel Certificate of Insurance**, D. is deleted in its entirety and replaced with the following:
  - D. CONFORMITY WITH STATUTE: Any provision of this **Policy** which, on its effective date, is in conflict with the statutes of the state in which the insured resides on such date is hereby amended to conform to the minimum requirements of such statutes.
- K. Under GENERAL POLICY CONDITIONS of the **Group Travel Certificate of Insurance**, F. is deleted in its entirety and replaced with the following:
  - 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 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.
- K. Under GENERAL POLICY CONDITIONS of the **Group Travel Certificate of Insurance**, I. ARBITRATION is deleted in its entirety.
- L. The following provisions are added to the **GENERAL POLICY CONDITIONS** of the **Group Travel Certificate of Insurance**:
  - TIME LIMIT ON CERTAIN DEFENSES: After two years from the date of issue of this policy no misstatements, except fraudulent misstatements, made by the applicant in the application for such policy shall be used to void the policy or to deny a claim for loss incurred or disability (as defined in the policy) commencing after the expiration of such two year period.
  - NEW ENTRANTS: This Policy will allow from time to time, that new eligible Insureds of the Policyholder be added to the class(es) of Insureds originally insured under this Policy.

#### **MISSISSIPPI - FORM U-TIGV-500-A MS (05/17)**

- A. The TIME OF PAYMENT provision of 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 25 days from when **We** receive 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. The PHYSICAL EXAMINATION AND AUTOPSY provision of the **GENERAL POLICY CONDITIONS** section is deleted.

#### **NEW HAMPSHIRE - FORM U-TIGV-500-A NH (05/17)**

- A. The following statement is replaced on the first page of the **Group Travel Certificate of Insurance**:  
This **Policy** is governed by the laws of the state of New Hampshire.
- B. The following statements are added to the first page of the policy of the **Group Travel Certificate of Insurance**:  
**It is important that you understand the provisions and exclusions that are included in your travel insurance plan.**  
**Notice to Buyer: This insurance provides travel coverage only and is a limited benefit for unexpected emergency medical or dental care. Where the purpose of your travel is to receive medical, dental or cosmetic care, coverage for that specific treatment is not provided.**
- C. 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.
- D. The following paragraph is replaced under the **ACCIDENTAL DISMEMBERMENT BENEFIT**:  
**Covered Loss of Use** must continue for 12 consecutive months and] be determined by a **Physician**.
- E. The following paragraph is replaced under the **ACCIDENTAL DISMEMBERMENT BENEFIT**:  
Plegia must continue for 12 consecutive months and be determined by a **Physician**.
- F. The **Pre-Existing Condition** is deleted in its entirety and all references are removed wherever it is mentioned in the policy.
- G. The **Complications of Pregnancy** definition in the **DEFINITIONS** section is amended to remove "not constituting a nosologically distinct complication of pregnancy."
- H. The definition of **Pre-Existing Condition** in the **DEFINITIONS** section is deleted.
- I. The **EXCLUSION** for being under the influence of drugs or intoxicants is replaced with the following:  
driving while intoxicated above the legal limit;
- J. 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 5 days 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**.
- K. The following is added to the PROOF OF COVERED LOSS in the **PAYMENT OF CLAIMS** section:  
**We** will, within 10 working days of receipt, acknowledge receipt of the proof of loss. An investigation of the claim will begin no later than 5 working days after receipt of the notice of the **Loss**. A decision regarding the acceptance or denial of the claim will be made and communicated to the **Insured** within 30 days of the receipt of the proof of loss. If a decision cannot be made within this time, **We** will provide a written explanation for the delay to the Insured.

- L. The CONFORMITY WITH STATUTE provision in the **GENERAL POLICY CONDITIONS** of the **Group Travel Certificate of Insurance** is replaced with the following:  
If the terms of this **Policy** are in conflict with the statutes of New Hampshire, they are automatically changed to conform to the minimum requirements of such statutes.
- M. The **BENEFICIARIES** provision in the **GENERAL POLICY CONDITIONS** section 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.
- N. The **ARBITRATION** provision in the **GENERAL POLICY CONDITIONS** of the **Group Travel Certificate of Insurance** is deleted.

**NEW JERSEY - FORM U-TIGV-500-A NJ (05/17)**

- 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.

**NEVADA - FORM U-TIGV-500-A NV (05/17)**

- A. The being under the influence of drugs or intoxicants exclusion in the **GENERAL EXCLUSION** section is deleted.
- B. The following is added to the **PROOF OF COVERED LOSS** provision in the **HOW TO FILE A CLAIM** section:  
If **We** require additional information or time to approve or deny a claim, **We** will notify the **Insured** within 20 days after receipt of the claim, and at least once every 30 days thereafter until the claim is approved or denied. The notice will contain the reason why the additional information or time is required. **We** will approve or deny the claim within: 30 days after it receives the additional information; or 31 days after the last timely notice was provided.
- C. The **TIME OF PAYMENT** provision in the **PAYMENT OF CLAIMS** section is replaced with the following:  
**TIME OF PAYMENT:** Claims will be approved or denied for all **Covered Losses**, other than **Covered Losses** for which the **Policy** provides any periodic payment, upon receipt of written proof of loss that is acceptable to **Us**. If the claim is approved, the claim will be paid within 30 days after its approval. If the approved claim is not paid within that period, **We** will pay interest on the claim at the rate equal to the prime rate at the largest bank in Nevada, as ascertained by the commissioner of financial institutions, on January 1 or July 1 as the case may be, immediately preceding the date of the transaction, plus 2 percent, upon all money from the time it becomes due. 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**.

**NORTH CAROLINA - FORM U-TIGV-500-A NC (05/17)**

- A. The following notice is added to the Group Travel Certificate of Insurance:  
This plan includes all of the applicable benefits mandated by the North Carolina Insurance Code, but is issued under a group master policy located in another state and may be governed by that state's laws.
- B. Under the **DEFINITIONS** section, the **Hospital** definition is replaced with the following:  
**Hospital** means a facility that:
  - a. is operated according to law, including North Carolina state hospitals, for the care and treatment of sick or Injured people;
  - b. has organized facilities for diagnosis and surgery on its premises or in facilities available to it on a prearranged basis;
  - c. has 24 hour nursing service by registered nurses (R.N.'s); and
  - d. is supervised by one or more Physicians available at all time.
 A **Hospital** does not include:
  - a. nursing, convalescent or geriatric unit of a hospital when a patient is confined mainly to receive nursing care;
  - b. a facility that is, other than incidentally, a clinic, a rest home, nursing home, convalescent home, home health care, or home for the aged;
  - c. nor does it include any ward, room, wing, or other section of the hospital that is used for such purposes; or
  - d. any military or veterans hospital or soldiers home or any hospital contracted for or operated by any national government or government agency for the treatment of members or ex-members or the armed forces for which no charge is made.
- C. The Subrogation provision in the **GENERAL POLICY CONDITIONS** does not apply to the Emergency Medical Expense Benefit, Accidental Death Benefit, Accidental Dismemberment Benefit, and Exposure and Disappearance Benefit.
- D. The time period in the **PROOF OF COVERED LOSS** provision in the **HOW TO FILE A CLAIM** section is amended to 180 days.

**NORTH DAKOTA - FORM U-TIGV-500-A ND (05/17)**

- A. The following provision is added to the **PAYMENT OF CLAIMS** section  
PRE-JUDGMENT INTEREST: Any pre-judgment interest for a claim brought against the **Company** will be paid outside the policy limits and in accordance with North Dakota law.  
Arbitration is binding to the **Insured** only if agreed upon by both **Us** and the **Insured** at the time of the claim.

**OKLAHOMA - FORM U-TIGV-500-A OK (05/17)**

- A. The following is added to the **Group Travel Certificate of Insurance**:  
This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage, terms, exclusions, and conditions afforded by the policies referenced herein.
- B. Under the **DEFINITIONS** section, the definition of **Domestic Partner** is replaced with the following:  
**Domestic Partner** means an opposite sex partner who is at least 18 years of age and has met all of the following requirements for at least 6 months:
- resides with the **Insured** or **Family Member**;
  - shares financial assets and obligations with the **Insured** or **Family Member**;
  - is not related by blood to the **Insured**; and
  - neither the **Insured** nor domestic partner is married to anyone else, nor has any other domestic partner.
- We** may require proof of the domestic partner relationship in the form of a signed and completed Affidavit of **Domestic Partnership**.
- C. 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 45 days following the date the **We** receive an acceptable written 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**.
- D. The following is added to the **GENERAL POLICY CONDITIONS** section in the **Group Travel Certificate of Insurance**:  
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.
- E. The following is added to the ARBITRATION provision in the **GENERAL POLICY CONDITIONS** section in the **Group Travel Certificate of Insurance**:  
Any arbitration hereunder shall take place the county and state where the **Insured** resides, unless otherwise mutually agreed upon by the two sides.

**PENNSYLVANIA - FORM U-TIGV-500-A PA (05/17)**

- A. Under the **DEFINITIONS**, the definition of **Hospital** is replaced by the following:  
**Hospital** means an institution that:
- is operated according to law and is licensed or approved by the responsible state agency;
  - is primarily engaged in providing medical care and treatment of sick or Injured people on an inpatient basis and for which a charge is made; and
  - provides 24 hour nursing service by or under the supervision of registered nurses (R.N.'s)
- A hospital does not include:
- a nursing, convalescent or geriatric unit of a hospital when a patient is confined mainly to receive nursing care;
  - a facility that is, other than incidentally, a clinic, a rest home, nursing home, convalescent home, home health care, or home for the aged, nor does it include any ward, room, wing or other section of the hospital that is used for such purposes; or
  - any military or veterans hospital or soldiers home or any hospital contracted for or operated by an national government or government agency for the treatment of members or ex-members of the armed forces for which no charge is normally made.
- B. The following is added to the PROOF OF COVERED LOSS provision in the **HOW TO FILE A CLAIM** section:  
Within 15 days of receipt of properly executed **Proof of Loss**, **We** will advise the claimant of the acceptance or denial of the claim. **We** will not deny a claim on the grounds of a specific policy provision, condition or exclusion unless reference to the provision, condition or exclusion is included in the denial. The denial will be given to the claimant in writing and the claim file of the claimant will contain a copy of the denial.
- C. The following provision is added:  
PREJUDGMENT INTEREST: if awarded, prejudgment interest will be paid outside the limits of the **Policy**, per Pennsylvania law.

**RHODE ISLAND - FORM U-TIGV-500-A RI (05/17)**

- A. The second paragraph in the Valuation and Payment of Loss provision in the **BAGGAGE AND PERSONAL EFFECTS BENEFIT** 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.
- B. The following paragraph is replaced under the **ACCIDENTAL DISMEMBERMENT BENEFIT**:  
**Covered Loss of Use** must continue for 12 consecutive months and] be determined by a **Physician**.
- C. The following paragraph is replaced under the **ACCIDENTAL DISMEMBERMENT BENEFIT**:  
**Plegia** must continue for 12 consecutive months and] be determined by a **Physician**.
- D. The following definition of Plegia is replaced under the **ACCIDENTAL DISMEMBERMENT BENEFIT**:  
**Plegia** means a permanent, complete and irreversible loss of voluntary movement that affects motor function of one or more **Limbs**. Proof of total **Plegia** may be required by **Us** on a periodic basis.

**SOUTH CAROLINA - FORM U-TIGV-500-B SC (06/20)**

- A. The following is added to the end of the PHYSICAL EXAMINATION AND AUTOPSY provision in the **GENERAL POLICY CONDITIONS**:  
The autopsy of a South Carolina resident must be performed in the state of South Carolina.
- B. The following provisions is added to the **GENERAL POLICY CONDITIONS** of the **Group Travel Insurance Policy**:  
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.

#### SOUTH DAKOTA - FORM U-TIGV-500-A SD (05/17)

- A. Under the **DEFINITIONS** section, the definition of **Domestic Partner** is replaced with the following:  
**Domestic Partner** means where permitted by law 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:
1. resides with the Insured or Family Member;
  2. shares financial assets and obligations with the Insured or Family Member;
  3. is not related by blood to the Insured to a degree of closeness that would prohibit a legal marriage; and
  4. neither the Insured nor domestic partner is married to anyone else, nor has any other domestic partner.
- B. Under the **DEFINITIONS** section, the definition of **Physician** is replaced with the following:  
**Physician** means a licensed practitioner of medical, surgical, dental, services or the healing arts including accredited Christian Science Practitioner, acting within the scope of his/her license. The treating physician cannot be the Insured, a Traveling Companion, a Family Member, or a Business Partner unless he or she is the only Physician in the area and is acting within the scope of his/her license.
- C. The **GENERAL EXCLUSIONS** with respect to commission of or attempt to commit a felony is replaced with the following:  
the **Insured's** commission of felony;
- D. The **GENERAL EXCLUSIONS** with respect being under the influence of drugs or intoxicants is replaced with the following:  
being under the influence of drugs or narcotics, unless administered upon the advice of a **Physician** or intoxication above the legal limit, in conjunction with the commission of a felony;
- E. The **ARBITRATION** provision in the **GENERAL POLICY CONDITIONS** section of the **Group Travel Certificate of Insurance** is deleted in its entirety.
- F. The **SUIT AGAINST US** provision in the **GENERAL POLICY CONDITIONS** section is amended to change the expiration period to 6 years.

#### TENNESSEE - FORM U-TIGV-500-A TN (05/17)

- A. The following is revised under the **MEDICAL EXPENSE BENEFIT**:  
benefits will be payable only for Covered Expenses resulting from a **Sickness** that manifests itself
- B. The following is revised under the **ACCIDENT PLAN**:  
Plegia must continue for 12 consecutive months and be determined by Our competent medical authority.
- C. Under the **DEFINITIONS** section, the following definitions are changed:  
**Complications of Pregnancy** means conditions whose diagnoses are distinct from pregnancy but are adversely affected by pregnancy or are caused by pregnancy. These conditions include acute nephritis, nephrosis, cardiac decompensation, missed abortion and similar medical and surgical conditions of comparable severity. Complications of pregnancy also include nonelective cesarean section, ectopic pregnancy which is terminated and spontaneous termination of pregnancy, which occurs during a period of gestation in which a viable birth is not possible.  
**Domestic Partner** means an opposite 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.
- 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**.
- D. The **LOSS OF LIFE OF AN INSURED** provision in the **PAYMENT OF CLAIMS** section is replaced with the following:  
**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** survivors in the following order:
- a. the **Insured's** legally married **Spouse/Domestic Partner**;
  - b. the **Insured's Dependent Child(ren)**;
  - c. the **Insured's** parents;
  - d. the **Insured's** brothers and sisters;
  - e. the **Insured's** estate.
- LOSS OF LIFE OF A COVERED PERSON OTHER THAN THE INSURED: Covered Losses** for the death of a covered person other than the Insured will be paid to the **Insured**. If the **Insured** pre-deceases or dies at the same time as the covered person other than the Insured, the benefit will be paid to the beneficiary unless the beneficiary designation has not been made or the beneficiary is no longer living at the time of death. In such case, the benefits will be paid to the **Insured's** estate.
- E. The following provision is added to the **GENERAL POLICY CONDITIONS** in the **Group Travel Certificate of Insurance**:  
**TIME LIMIT ON CERTAIN DEFENSES:** In the absence of fraud, statements made by the **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. After two (2) years from the date coverage starts no such statement (except age) will cause this **Policy** to be contested.
- F. The **ARBITRATION** provision in the **GENERAL POLICY CONDITIONS** of the **Group Travel Certificate of Insurance** is deleted.
- G. The following is added to the **SUBROGATION** provision in the **GENERAL POLICY CONDITIONS**:  
The **Company's** right of subrogation will not be invoked until benefits to which the **Insured** is entitled under the **Policy** are paid to or on behalf of the **Insured**, and the Insured has been made whole as is fully compensated for damages.

#### UTAH - FORM U-TIGV-500-B UT (11/18)

- A. The following are changed under the **ACCIDENTAL DISMEMBERMENT BENEFIT**  
**Covered Loss of Use** must continue for 31 consecutive days and be determined by a competent medical authority.  
**Plegia** must continue for 31 consecutive days and be determined by a competent medical authority.
- B. The following is changed under the **EXPOSURE AND DISAPPEARANCE BENEFIT**  
If the conveyance in which an **Insured** is riding while on a **Covered Trip** disappears, is wrecked, or sinks, and the **Insured** is not found and it is reasonable to assume death occurred, **We** will presume that the **Insured** lost his/her life as a result of an **Injury**. If travel in such conveyance was covered under the terms of this **Policy**, **We** will pay the Exposure and Disappearance Maximum Covered Amount per **Insured** shown in the **Schedule**. **We** have the right to recover the benefit if **We** find that the **Insured** survived the event.
- C. Under the **DEFINITIONS** section, the following definitions are replaced:  
**Hospital** means a facility that is duly licensed as a hospital and operating within the scope of that license.  
**Complications of Pregnancy** means diseases or conditions whose diagnoses are distinct from pregnancy but are adversely affected or caused by pregnancy and not associated with a normal pregnancy.  
These conditions include acute nephritis, nephrosis, cardiac decompensation, ectopic pregnancy which is terminated and spontaneous

termination of pregnancy, which occurs during a period of gestation in which a viable birth is not possible, puerperal infection, eclampsia, pre-eclampsia and toxemia.

Complications of pregnancy do not include false labor, occasional spotting, **Physician**-prescribed rest during the period of pregnancy, morning sickness, and conditions of comparable severity associated with the management of a difficult pregnancy.

- D. Under the **GENERAL EXCLUSIONS** section, the following are replaced:  
**We** will not pay for any loss under this **Policy**, arising directly 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:  
**We** will not pay for any loss under this **Policy**, arising directly 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**:
- E. 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** voluntary commission of or attempt to commit a felony;
- F. Under the **GENERAL EXCLUSIONS** section, the civil disorder exclusion is replaced with the following:  
voluntary participation in a civil disorder;
- G. The PROOF OF COVERED LOSS provision in the **HOW TO FILE A CLAIM** section is replaced with the following:  
PROOF OF COVERED LOSS: Written Proof of Covered Loss, acceptable to **Us**, must be sent within 90 days of the **Covered Loss**, or as soon after that is reasonably possible. 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.
- 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, 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 acceptable 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**.
- I. The following is added to the SUIT AGAINST US provision in the **GENERAL POLICY CONDITIONS** section of the **Group Travel Certificate of Insurance**:  
*Any lawsuit related to this Policy must be brought in a court of competent jurisdiction within the State of Utah.*
- J. The ARBITRATION provision in the **GENERAL POLICY CONDITIONS** is deleted.

#### **WEST VIRGINIA - FORM U-TIGV-500-A WV (05/17)**

- 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 possible upon receipt of written proof of loss that is acceptable to **Us**, but no later than 15 working days after the **Company** and the **Insured** reach an agreement on the amount of the 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. The ARBITRATION provision in the **GENERAL POLICY CONDITIONS** section is replaced with the following:  
ARBITRATION: If **We** and the **Insured** do not agree whether coverage is provided under this **Policy** of insurance for a claim made by or against the **Covered Person**, both parties may, by mutual consent, agree in writing to arbitration to the disagreement. If both parties agree to arbitrate, each party will select an arbitrator. The two arbitrators will select a third arbitrator. If they cannot agree upon the selection of a third arbitrator within 30 days, both parties must request that selection of a third arbitrator be made by a judge of a court having jurisdiction. Unless both parties agree otherwise, arbitration will take place in the county in which the address shown in the declarations is located. Local rules of law as to procedure and evidence will apply. A decision agreed to by any two will be binding. Payment of the arbitrator's fee shall be made by **Us** if coverage is found to exist. If coverage is not found, each party will:  
(a) pay its chosen arbitrator; and  
(b) bear the other expenses of the third arbitrator equally.



ZURICH AMERICAN INSURANCE COMPANY  
1299 Zurich Way  
Schaumburg, Illinois

**IMPORTANT NOTICE ABOUT THE POLICY OF INSURANCE  
FOR WHICH YOU HAVE APPLIED  
THIS DOCUMENT AFFECTS YOUR LEGAL RIGHTS**

**READ THE FOLLOWING INFORMATION CAREFULLY.**

1. The policy for which you have applied includes a binding arbitration agreement.
2. The arbitration agreement requires that any disagreement related to this policy must be resolved by arbitration and not in a court of law.
3. The results of the arbitration are final and binding on you and the insurance company.
4. In an arbitration, an arbitrator, who is an independent, neutral party, gives a decision after hearing the positions of the parties.
5. When you accept this insurance policy you agree to resolve any disagreement related to the policy by binding arbitration instead of a trial in court including a trial by jury.
6. Arbitration takes the place of resolving disputes by a judge and jury and the decision of the arbitrator cannot be reviewed in court by a judge and jury.

**ACKNOWLEDGEMENT OF ARBITRATION AGREEMENT**

I have read this statement. I understand that I am voluntarily surrendering my right to have any disagreement between the insurance company and myself resolved in court. This means I am waiving my right to a trial by jury.

I understand that upon receipt of the policy I should read the arbitration clause contained in the policy and that I have the right to reject this policy within three (3) days of the date of delivery if I do not want to accept the requirement for arbitration.

I understand that this same type of insurance may be available through an insurance company that does not require that policy related disagreements be resolved by binding arbitration.

\_\_\_\_\_  
Applicant/Insured

\_\_\_\_\_  
Date

\_\_\_\_\_  
Time

\_\_\_\_\_  
Agent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Time



## 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)**

FOR ARKANSAS CERTIFICATE HOLDERS:

## Arkansas Important Notice

Policyholders have the right to file a complaint with the Arkansas Insurance Department (AID). You may call AID to request a complaint form at (800) 852-5494 or (501) 371-2640 or write the Department at:

**Arkansas Insurance Department  
1 Commerce Way, Suite 102  
Little Rock, Arkansas 72202**

Please include your policy number in any communication with the above addresses.

FOR CALIFORNIA CERTIFICATE HOLDERS:

## **California Important Notice**

If the question or dispute remains unresolved, you may contact the California Department of Insurance. The Department of Insurance should be contacted only after discussions with the Company, or your agent or broker, or both, have failed to produce a satisfactory resolution to your problem.

You may call the California Department of Insurance at:

**1-800-927-HELP (1-800-927-4357), if you reside in the State of California**  
**213-897-8921, if you reside outside of the State of California**

You may contact the California Department of Insurance at:

**California Department of Insurance**  
**Consumer Services Division**  
**300 South Spring Street, South Tower**  
**Los Angeles, California 90013**

**Web Site: [www.insurance.ca.gov](http://www.insurance.ca.gov)**

FOR IDAHO CERTIFICATE HOLDERS:

## **Idaho Important Notice**

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

**Idaho Department of Insurance**  
**700 West State Street**  
**P. O. Box 83720**  
**Boise, Idaho 83720-0043**  
**Phone: 208-334-4250**  
**Toll-Free: 1-800-247-4422**  
**Fax: 208-334-4398**  
**Website: [www.doi.idaho.gov](http://www.doi.idaho.gov)**

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

FOR RHODE ISLAND CERTIFICATE HOLDERS:

## **Rhode Island Important Notice**

If you have been unable to contact or obtain satisfaction from the company or the agent, you may contact the Rhode Island Department of Business Regulation at:

**Rhode Island Department of Business Regulation**

**Insurance Regulation Division**

**1511 Pontiac Avenue**

**Cranston, Rhode Island 02920**

**Phone: 401-462-9617**

**Fax: 401-462-9602**

**Website: [www.dbr.state.ri.us](http://www.dbr.state.ri.us)**

**Email: [DBR.Insurance@dbr.ri.gov](mailto:DBR.Insurance@dbr.ri.gov)**

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

FOR WISCONSIN CERTIFICATE HOLDERS:

## **Wisconsin Important Notice**

You can also contact the OFFICE OF THE COMMISSIONER OF INSURANCE, a state agency which enforces Wisconsin's insurance laws, and file a complaint. You can contact the OFFICE OF THE COMMISSIONER BY contacting:

**State of Wisconsin**

**Office of the Commissioner of Insurance**

**Complaints Department**

**P.O. Box 7873**

**Madison, WI 53707-7873**

**Web Site: [oci.wi.gov](http://oci.wi.gov)**

**or you can call 1-800-236-8517 outside of Madison, or (608) 266-0103 in Madison,  
and request a complaint form**

**FAX: (608) 264-8115**

**E-mail: [complaints@oci.state.wi.us](mailto:complaints@oci.state.wi.us)**

Please include your policy number in any communication with the above addresses.

FOR NEW HAMPSHIRE CERTIFICATE HOLDERS:

# Group Travel Insurance



**ZURICH AMERICAN INSURANCE COMPANY**

1299 Zurich Way  
Schaumburg, Illinois 60196

## Travel Insurance Coverage

### OUTLINE OF COVERAGE

**It is important that you understand the provisions and exclusions that are included in your travel insurance plan.**

**Notice to Buyer: This insurance provides travel coverage only and is a limited benefit for unexpected emergency medical or dental care. Where the purpose of your travel is to receive medical, dental or cosmetic care, coverage for that specific treatment is not provided.**

- 1. READ YOUR POLICY CAREFULLY** - This outline of coverage provides a very brief description of some of the important features of your policy. This is not the insurance contract and only the actual policy provisions will control. The policy itself sets forth in detail the rights and obligations of both you and your insurance company. It is, therefore, important that you **Read Your Policy Carefully!**
- 2. LIMITED BENEFIT HEALTH COVERAGE** - Policies of this category are designed to provide, to persons insured, limited or supplemental coverage.
- 3. BENEFITS OF THE POLICY** - Policies of this category are designed to provide, to persons insured, coverage for a loss resulting while traveling on a specified trip for duration not to exceed greater than 180 days or the time permissible in your state. Coverage is provided for Travel Inconvenience, Emergency Evacuation and Repatriation, Emergency Medical Expense plan, Accident plan or any combination of benefits available in the policy.

## DESCRIPTION OF COVERAGES

### TRAVEL INCONVENIENCE PLAN

#### FOR THE PERSONAL EFFECTS PROTECTION PLAN ONLY:

##### **1. Baggage and Personal Effects Benefit\***

Maximum Limit

up to \$3,000

**We** will reimburse the **Insured** for a Baggage and Personal Effects Benefit, for direct loss, theft, damage or destruction of his/her **Baggage, Personal Effects** during a **Covered Trip**, pursuant to the Policy.

**We** will reimburse the **Insured** for a Baggage and Personal Effects Benefit, for direct loss, theft, damage or destruction of his/her **Baggage** during the **Insured's Covered Trip**, pursuant to the Policy.

#### Valuation and Payment of Loss

Payment of loss under the Baggage and Personal Effects Benefit will be calculated based upon the **Actual Cash**. 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**.

**TRAVEL INCONVENIENCE PLAN - OTHER PROVISIONS**

**B. EMERGENCY MEDICAL EXPENSE PLAN**

**FOR THE PERSONAL ACCIDENT PLAN ONLY:**

**1. Medical Expense Plan Benefits**

FOR PASSENGER CAR AND VAN RENTERS ONLY:

Maximum Limit	Personal Accident Plan	\$10,000
	Personal Accident Plus Plan	\$15,000

FOR TRUCK RENTERS ONLY:

Maximum Limit	Personal Accident Plan	\$5,000
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**We** will pay the **Insured** a Medical Expense Benefit, for the Covered Expenses in this Medical Expense Benefit section, pursuant to the Policy.

**FOR THE EMERGENCY SICKNESS PLAN ONLY:**

**2. EMERGENCY MEDICAL AND DENTAL BENEFIT**

Maximum Limit	\$10,000	\$100 Deductible per occurrence
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**We** will pay the **Insured** a Medical and Dental Expense Benefit, for the Covered Expenses in this Medical and Dental Expense Benefit section, pursuant to the Policy.

**C. ACCIDENT PLAN**

**FOR THE PERSONAL ACCIDENT PLAN ONLY:**

**Accidental Death Benefit**

Maximum Limit	\$50,000
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If an **Insured** suffers a loss of life as a result of a **Covered Injury** while on a **Covered Trip**, **We** will pay the Accidental Death Benefit pursuant to the Policy.

**FOR THE PERSONAL ACCIDENT PLAN ONLY:**

**Accidental Dismemberment Benefit**

Maximum Limit	\$50,000
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If a **Covered Injury** to an **Insured** while on a **Covered Trip** results in any of the following **Covered Losses** listed in the Policy or **Plegia**, **We** will pay the percentage of the Maximum Amount, pursuant to the Policy.

**FOR THE PERSONAL ACCIDENT PLAN ONLY:**

**Exposure and Disappearance Benefit**

Maximum Limit	\$50,000
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If, while on a **Covered Trip**, an **Insured** is exposed to weather because of an **Accident** and this exposure results in a **Covered Loss**, **We** will pay the Exposure and Disappearance Benefit, pursuant to the Policy.

**SECTION II – EFFECTIVE AND TERMINATION DATES OF INSURANCE**

A. EFFECTIVE DATE: No coverage for an **Insured** under the **Policy** is in effect until:

1. 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.
- C. **EXTENSION OF COVERAGE:** All coverage under the **Policy** will be extended if:
1. the **Insured's** entire **Covered Trip** is covered by the **Policy**; and
  2. the **Insured's** return is delayed by unavoidable circumstances beyond his/her control.

This extension of coverage will terminate on:

- a. the date the **Insured** reaches his/her originally scheduled return **Destination**.  
In no event will coverage be extended due to voluntary reasons without prior consent from the **Plan Administrator**.

Termination will not negate a claim already pending.

## 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. mental, nervous, or psychological disorders;
- c. driving while intoxicated above the legal limit;
- d. **Normal Pregnancy**, resulting childbirth, and elective abortion;
- e. participation as a professional in athletics while on a **Covered Trip**;
- f. participation in organized amateur or interscholastic athletic or sports competition or related practice events;
- g. riding or driving in any motor competition;
- h. off-road driving, whether as a driver or as a passenger;
- i. declared or undeclared war, or any act of war;
- j. civil disorder;
- k. service in the armed forces of any country;
- l. nuclear reaction, radiation or radioactive contamination;
- m. operating or learning to operate any aircraft, as pilot or crew;
- n. mountain climbing, bungee jumping, snow skiing, skydiving, Parachuting, free falling, cliff diving, B.A.S.E. or base jumping, hang gliding, parasailing, travel on any air supported device, other than on a regularly scheduled airline or air charter company, or extreme sports;
- o. mountaineering where ropes or guides are commonly used including ascending and descending a mountain requiring specialized equipment, including but not limited to anchors, bolts, carabineers, crampons, lead/top-rope anchoring equipment and pick-axes;

- p. scuba diving if the depth of the water exceeds 75 feet or more;
- q. the **Insured's** commission of or attempt to commit a felony;
- r. elective medical or holistic treatment or procedures;
- s. a loss that results from a sickness, disease, or other condition, event or circumstance, that occurs at a time when the **Policy** is not in effect for the **Insured**;
- t. a diagnosed sickness (if insurance is purchased after such diagnosis) from which no recovery is expected and that only palliative treatment is provided and that carries a prognosis of death within 12 months of the effective date of the applicable coverage under the **Policy**; or
- u. sickness, injury or death if insurance is purchased after entering a hospice facility or receiving hospice treatment.

**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. any amount paid or payable under any Worker's Compensation, disability benefit or similar law;
- b. a loss or damage caused by detention, confiscation or destruction by customs; or
- c. medical treatment during a **Covered Trip**, or arising from a **Covered Trip** undertaken for the purpose or intent of securing medical treatment.

The following additional exclusion applies to the Accidental Death Benefit and Accidental Dismemberment Benefit:

- a. **We** will not pay for loss caused by or resulting from sickness of any kind.

The following additional exclusion applies to the Medical Expense Benefit and Medical and Dental Expense:

- 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**; or

- (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; or
  - (6) confiscation by airport personnel.

## SECTION VI – GENERAL LIMITATIONS

LIMITATION ON MULTIPLE COVERED POLICIES: If an **Insured** can recover benefits under more than one travel or accident policy written by **Us**, **We** will pay under only one policy, the policy that offers the **Insured** the largest benefit. **We** will refund premium for any duplicate coverage.

## SECTION X - GENERAL POLICY CONDITIONS

- A. **BENEFICIARIES:** The **Insured** has the sole right to name a beneficiary. The beneficiary has no interest in the **Policy** other than to receive certain payments. 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.
- 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:** If the terms of this **Policy** are in conflict with the statutes of New Hampshire, they are automatically changed to conform to the minimum requirements of such statutes.
- 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.
- G. **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.
- H. **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. CHOICE OF SERVICE PROVIDER: The Insured has the sole right to choose his or her duly licensed **Physician** and **Hospital**.
- 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.

# 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)			
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. <b>NOTE: If designating more than one beneficiary, the total % of share should not exceed 100%.</b>			
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):



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):
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% Share:	Relationship: <input type="checkbox"/> Spouse or Domestic Partner <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 or Domestic Partner <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):
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% Share:	Relationship: <input type="checkbox"/> Spouse or Domestic Partner <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:	SSN/Tax ID:
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<input type="checkbox"/> Spouse or Domestic Partner <input type="checkbox"/> Non-Spouse Individual <input type="checkbox"/> Trust <input type="checkbox"/> Estate <input type="checkbox"/> Charity or Other Entity			
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 or Domestic Partner <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 or Domestic Partner <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.			

**INSURED AUTHORIZATION**

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 or domestic partner as the sole primary beneficiary, I represent and warrant that my spouse or domestic partner has consented to such designation.

Insured's Signature:	Date (MM/DD/YYYY):
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## 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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Definitions	
<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.*

# Illinois Civil Union Act Policyholder Notice



On June 1, 2011, Public Act 96-1513, the Religious Freedom Protection and Civil Union Act ("the Act") became effective. Under the Act, both same-sex and opposite-sex couples may enter into a civil union. A party to a civil union is entitled to the same legal obligations, responsibilities, protections, and benefits as are afforded or recognized by the law of Illinois a spouse; whether they derive from statute, administrative rule, common law, or any other source of civil or criminal law. A marriage between persons of the same sex, a civil union, or a substantially similar legal relationship other than common law marriage, legally entered into in another jurisdiction, shall be legally recognized in Illinois as a civil union.

**CAUTION: FEDERAL LAW RIGHTS MAY OR MAY NOT BE AVAILABLE:**

Illinois law grants parties to a civil union the same benefits, protections and responsibilities that flow from marriage under state law. However, some or all of the benefits, protections and responsibilities related to health insurance that are available to married persons under federal law may not be available to parties to a civil union. For example, the Employee Retirement Income Security Act of 1974, a federal law known as "ERISA" controls the employer/employee relationship with regard to determining eligibility for enrollment in private employer health benefit plans. Because of ERISA, Act 91 does not state requirements pertaining to a private employer's enrollment of a party to a civil union in an ERISA employee welfare benefit plan. However, governmental employers (not federal government) are required to provide health benefits to the dependents of a party to a civil union if the public employer provides health benefits to the dependents of married persons. Federal law also controls group health insurance continuation rights under "COBRA" for employers with 20 or more employees as well as the Internal Revenue Code treatment of health insurance premiums. As a result, parties to a civil union and their families may or may not have access to certain benefits under this policy, contract, certificate, rider or endorsement that derive from federal law. You are advised to seek expert advice to determine your rights.



# 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.



# **Colorado Civil Union Act Policyholder Notice**

On January 1, 2014, the Civil Union Act (“the Act”) becomes effective. Under the Act, two persons of the same sex may enter into a civil union. A party to a civil union is entitled to the same legal obligations, responsibilities, protections, and benefits as are afforded or recognized by the law of Colorado to a spouse; whether they derive from statute, administrative rule, common law, or any other source of civil or criminal law.

The Act further provides that a party to a civil union shall be included in any definition or use of the term “dependent”, “family”, “heir”, “immediate family”, “next of kin”, “spouse”, and other terms that denote a familial or spousal relationship.

A marriage between persons of the same sex, a civil union, domestic partnerships or a substantially similar legal relationship, legally entered into in another jurisdiction, shall be legally recognized in Colorado as a civil union.

# Minnesota Civil Marriage Endorsement



**ZURICH AMERICAN INSURANCE COMPANY**

1299 Zurich Way  
Schaumburg, Illinois 60196

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

This endorsement modifies insurance provided under the Kensington Tours Plan 360ZA-0321 Policy/Certificate GPT-4433912. It is hereby understood and agreed that the following changes are made and incorporated into the Policy/Certificate:

**DEFINITIONS, TERMS, CONDITIONS AND PROVISIONS:**

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

"Civil Marriage" means a civil contract between two persons, to which the consent of the parties, capable in law of contracting, is essential. A lawful civil marriage may be contracted between two individuals of the same sex or two individuals of the opposite sex. It includes civil marriages legally entered into in another jurisdiction.

Terms that mean or refer to a party to a civil marriage or that may be construed to mean or refer to a civil marriage are "dependent", "family", "husband", "wife", "widow", "widower", "immediate family", "next of kin", "spouse", "stepparent", "tenants by the entirety" and any other such terms that denote a spousal relationship according to Minnesota.

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

Effective Date: Refer to Confirmation of Coverage Attached to and forming a part of Policy/Certificate No. GPT 4433912

Signed for Zurich American Insurance Company by:  Date: March 31, 2021

# **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**