

# Blanket Accident Insurance Policy



**ZURICH AMERICAN INSURANCE COMPANY**  
1299 Zurich Way  
Schaumburg, Illinois 60196

In return for the payment of premium expressed in the Schedule, **We** agree to pay the benefits of this **Policy** to the persons insured hereunder, subject to the terms and conditions which follow. **We** have issued this **Policy** to the **Policyholder**. This **Policy** is executed as of the Policy Inception Date shown in the Schedule which is its date of issue, and from which anniversary dates are measured.

**RENEWAL.** This **Policy** will automatically renew for an additional twelve-month (12) period unless either party expresses its intent not to renew as specified in the Termination of Insurance provisions shown in Section VII.A.

This **Policy** is delivered in, and subject to the laws of the Contract Situs in which it is issued.

**We** will pay benefits described in this **Policy** when an **Insured** suffers a **Covered Loss** as a result of participating in a **Covered Activity** described in the Schedule.

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

**We** and the **Policyholder** have agreed to all the terms of this **Policy**.

This is a legal contract between the **Policyholder** and **Us**.

IN WITNESS WHEREOF, this **Company** has executed and attested these presents and, where required by law, has caused this **Policy** to be countersigned by its duly Authorized Representative(s).

A handwritten signature in black ink, appearing to be 'Tom W.', written in a cursive style.

President

A handwritten signature in black ink, appearing to be 'Laura J. Kargaczynski', written in a cursive style.

Corporate Secretary

**READ YOUR POLICY CAREFULLY.** This cover sheet provides only a brief outline of some of the important features of your policy. This cover sheet 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.**

**NON-PARTICIPATING**

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SECTION I - SCHEDULE

- I. **POLICYHOLDER:** MENIFEE COUNTY SCHOOLS  
202 BACK STREET  
FRENCHBURG, KY 40322
- II. **POLICY NUMBER:** MCB 5859936
- III. **POLICY INCEPTION DATE:** July 1, 2018
- IV. **POLICY PERIOD:** July 1, 2022 to July 1, 2023  
(All Insurance begins and ends at 12:01 a.m. at the **Policyholder's** address)
- V. **CONTRACT SITUS:** Kentucky
- VI. **ELIGIBILITY AND CLASSIFICATION OF INSUREDS:**

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

Class I: All Registered Students of the **Policyholder**.

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

VII. **COVERED ACTIVITY(IES):**

Class I: While participating in any **Policyholder** sponsored and supervised student activities, excluding activities that are covered by the Kentucky High School Athletic Association catastrophic policy; traveling directly and interruptedly to and from such activity with other members as a group. Such travel must be supervised by an authorized representative of the school.

VIII. **BENEFITS:**

| BENEFITS   | CLASS COVERED | COVERAGE AMOUNT   | FORM NUMBER            |
|--|---------------|---|------------------------|
| Accidental Death Benefit                                     | All           | \$10,000  | U-BMC-300-A KY (07/10) |
| Accidental Dismemberment Benefit                             | All           | \$20,000  | U-BMC-300-A KY (07/10) |
| Exposure and Disappearance Benefit                           | All           | \$10,000  | U-BMC-300-A KY (07/10) |
| Accident Medical Expense Benefit<br>with Sublimits- Kentucky | All           | See Benefit Rider   | U-BMC-380-C KY (01/21) |
| Catastrophe Cash Benefit                                     | All           | \$500,000<br>Initial Lump Sum:<br>\$104,000<br>Monthly Amount:<br>\$3,300<br>Number of Months:<br>120 | U-BMC-325-A CW (07/10) |
| Heart Failure Benefit  | All           | \$10,000  | U-BMC-343-A CW (07/10) |
| Seat Belt/Air Bag Benefit                                    | All           | Seat Belt:<br>\$5,000 maximum<br>Air Bag:<br>\$5,000 maximum  | U-BMC-316-A KY (08/11) |

IX. REPORTING AND NOTICE ADDRESSES:

Claim Reporting:  
Claims Department  
Specialty Benefits, Inc.  
PO Box 2338  
1712 Magnavox Way  
Fort Wayne, IN 46801  
Phone: 800-237-2917  
Fax: 312-381-9077  
Email: kk.PAclaims@kandkinsurance.com

X. PREMIUMS:

Premium: \$1,142.40 per year  
Benefits under this **Policy** are **Non-Contributory**.

SECTION II – ELIGIBILITY AND EFFECTIVE DATES OF INSURANCE

INSURED'S EFFECTIVE DATE

An **Insured's** coverage under this **Policy** begins on the latest of:

1. the Policy Inception Date shown in the Schedule;
2. the date for which the first premium for the **Insured's** coverage is paid; or
3. the date the person becomes a member of an eligible class of persons as described in the ELIGIBILITY AND CLASSIFICATION OF INSUREDS section on the Schedule;

A change in an **Insured's** coverage under this **Policy** due to a change in his or her eligible class becomes effective on the later of:

1. when the change in his or her eligible class occurs; or
2. if the change requires a change in premium, the date the first changed premium is paid.

However, a change in coverage applies only with respect to **Accidents** that occur after the change becomes effective.

SECTION III – DEFINITIONS

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

**Active** means a member as defined by the **Policyholder** based on elements relating to the relationship between the organization and its members, the school and its students, the creditor and its debtors, or the vendor and its vendees, etc.

**Contributory** means the **Insured** is required to pay all or a portion of the premium. Whether the benefits are **Contributory** or **Non-Contributory** is stated in the Schedule.

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

**Covered Activity(ies)** means those activities set out in the COVERED ACTIVITIES section of the Schedule.

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

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

**Insured** means any person who is eligible for coverage under this **Policy** as provided in the ELIGIBILITY AND CLASSIFICATION OF INSUREDS section of the Schedule, and who completes the enrollment material, if required.

**Limb** means an arm or a leg.

**Non-Contributory** means the **Insured** is not required to contribute toward the premium. Whether the benefits are **Contributory** or **Non-Contributory** is stated in the Schedule.

**Physician** means a person who is:

1. 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;
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.

**Plan** means the coverages and/or benefits selected in the Schedule.

**Policy** means this Blanket Accident Insurance Policy.

**Policyholder** means the entity named as such in the Schedule.

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

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

#### SECTION IV – GENERAL EXCLUSIONS

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

1. suicide or any attempt at suicide or intentionally self-inflicted injury or any attempt at intentionally self-inflicted injury.
2. war or any act of war, whether declared or undeclared.
3. involvement in any type of active military service.
4. illness or disease, regardless of how contracted; medical or surgical treatment of illness or disease; or complications following the surgical treatment of illness or disease.
5. participation in the commission or attempted commission of any felony.
6. parasailing, bungee jumping, heli-skiing, scuba diving.
7. being intoxicated while operating a motor vehicle.
  - a. An **Insured** will be conclusively presumed to be intoxicated if the level of alcohol in his or her blood exceeds the amount at which a person is presumed, under the law of the locale in which the **Accident** occurred, to be intoxicated, if operating a motor vehicle.
  - b. An autopsy report from a licensed medical examiner, law enforcement officer reports, or similar items will be considered proof of the **Insured's** intoxication.
8. being under the influence of any prescription drug, controlled substance, or hallucinogen, unless such prescription drug, controlled substance, or hallucinogen was prescribed by a **Physician** and taken in accordance with the prescribed dosage.
9. travel or flight in any aircraft except as a fare-paying passenger on a regularly scheduled charter or commercial flight.
10. alcoholism, drug addiction or the use of any drug or controlled substance except as prescribed by a licensed medical provider operating within his or her scope of authority.
11. any condition for which the **Insured** is entitled to benefits under any Workers' Compensation Act, No Fault Auto Coverage or similar law.
12. the **Insured** riding in or driving any type of motor vehicle as part of a speed contest or scheduled race, including testing such vehicle on a track, speedway or proving ground.

#### SECTION V – GENERAL LIMITATIONS

Benefits are payable only for **Covered Losses** incurred as a result of participation in **Covered Activities**.

**LIMITATION ON MULTIPLE COVERED LOSSES:** If an **Insured** suffers more than one **Covered Loss** as a result of the same **Accident**, **We** will pay only one benefit, the largest benefit.

**LIMITATION ON MULTIPLE COVERED ACTIVITIES:** If an **Insured** suffers a **Covered Loss** while participating in more than one **Covered Activity**, **We** will pay only one benefit, the largest benefit unless there is a specific written exception in this **Policy**.

**LIMITATION ON MULTIPLE BENEFITS:** If an **Insured** can recover benefits under more than one of the Benefits stated in the Schedule, as a result of the same **Accident**, **We** will pay only one benefit, the largest benefit.

**LIMITATION ON MULTIPLE COVERED POLICIES:** If an **Insured** can recover benefits under more than one accident policy written by Zurich American Insurance Company, **We** will pay under only one policy, the policy which offers the **Insured** the largest benefit.

## SECTION VI – PREMIUMS

- A. **PREMIUMS:** Premiums are due and payable to **Us** at the rates and in the manner described in the Schedule. All rates are expressed and all premiums are payable in United States currency. If, at any time, it is determined that additional premium or a premium credit is due, the additional premium must be paid or the premium credit applied at the next premium due date. Except in the case of fraud, premium adjustments will be made only for the current Policy Period and the prior Policy Period.
- B. **GRACE PERIOD:** Premiums are due for this **Policy** on or before the premium due date or renewal date, whichever applies. If a renewal premium is not paid when it is due, there is a thirty-one (31) day Grace Period (the "Grace Period") to pay. During the Grace Period, the **Policy** will stay in force. There will not be a Grace Period if **We** have given notice, at least thirty (30) days in advance, that **We** are going to terminate this **Policy**.
- C. **CHANGE IN PREMIUM:** **We** may change the premium as a condition of any renewal of this **Policy** by giving at least thirty-one (31) days written notice to the **Policyholder**. **We** may also change premium at any time when any change, agreed upon in writing, between the **Policyholder** and **Us** is made that affects coverage or if it is discovered that there was a material misrepresentation in the information relied upon in establishing the premiums.

## SECTION VII - TERMINATION OF INSURANCE

### A. POLICY RENEWAL AND TERMINATION:

**RENEWAL:** This **Policy** will automatically renew for an additional twelve-month (12) period unless either party expresses its intent to terminate as specified herein.

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

**TERMINATION BY US:** **We** may terminate this **Policy** by giving the **Policyholder** at least thirty (30) days' notice of **Our** intent to terminate. Such notice will state the exact date the **Policy** will terminate. **We** will mail a notice of such termination to the **Policyholder's** last address shown in **Our** records.

**We** may also, at any time, end this **Policy** for non-payment of premium on any premium due date if the payment is not received prior to the end of the Grace Period. **We** will mail a notice of such termination to the **Policyholder's** last address shown in **Our** records.

Termination will be without prejudice to any claim which commenced prior to the effective date of termination.

## SECTION VIII - HOW TO FILE A CLAIM

- A. **NOTICE:** The **Insured** or the beneficiary, or someone on their behalf, must give **Us** written notice of the **Covered Loss** within ninety (90) days of such **Covered Loss**, 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 Specialty Benefits, Inc. at 800-237-2917 or by e-mail at [kk.PAClaims@kandkinsurance.com](mailto:kk.PAClaims@kandkinsurance.com). The notice must be sent to the address shown on the Schedule, or any of **Our** agents. Notice to **Our** agents is considered notice to **Us**.
- B. **CLAIM FORMS:** **We** will send the claimant Proof of Covered Loss forms within fifteen (15) days after **We** receive notice. If the claimant does not receive the Proof of Covered Loss form in fifteen (15) days after submitting notice, he or she can send **Us** a detailed written report of the claim and the extent of the **Covered Loss**. **We** will accept this report as a Proof of Covered Loss if sent within the time fixed below for filing a Proof of Covered Loss.
- C. **PROOF OF COVERED LOSS:** Written Proof of Covered Loss, acceptable to **Us**, must be sent within ninety (90) days of the **Covered Loss**. Failure to furnish Proof of Covered Loss acceptable to **Us** within such time will neither invalidate nor reduce any claim if it was not reasonably possible to furnish the Proof of Covered Loss, and the proof was provided as soon as reasonably possible.

## SECTION IX - PAYMENT OF CLAIMS

- A. **TIME OF PAYMENT:** **We** will pay claims for all **Covered Losses**, other than **Covered Losses** for which this **Policy** provides any periodic payment, within thirty (30) 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, which remains when **Our** liability ends, will then be paid when **We** receive the Proof of Covered Loss that is acceptable to **Us**.

B. WHO WE WILL PAY:

1. LOSS OF LIFE OF AN **INSURED**: **Covered Losses** resulting from the **Insured's** death are paid to the named beneficiary at the time of death. If there is no beneficiary named or the named beneficiary predeceases or dies at the same time as the **Insured**, **We** will pay the benefit to the **Insured's** estate.
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 Accident Medical Expense Benefit with Sublimits - Kentucky 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 the **Insured** is a minor or otherwise not competent to give a valid release, benefits may be made payable to his or her parent, guardian or other person actually supporting him or her.
4. Any payment **We** make will fully discharge **Us** to the extent of the payment.

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 this **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 terms or conditions of this **Policy** must be issued by **Us** in writing and signed by one of **Our** executive officers. No agent has authority to change or waive **Policy** terms or conditions. A failure to exercise any of **Our** rights under this **Policy** will not be deemed as a waiver of such rights in the same or future situations.
- C. CLERICAL ERROR: A clerical error or omission will not increase or continue an **Insured's** coverage, which otherwise would not be in force. If an **Insured** applies for insurance for which he or she is not eligible, **We** will only be liable for any premiums paid to **Us**.
- D. CONFORMITY WITH STATUTE: Terms of this **Policy** that conflict with the laws of the state where it is delivered are amended to conform to such laws.
- E. ENTIRE CONTRACT: This **Policy**, the **Policyholder** application, **Insured** enrollment materials, Benefit Riders, and any other attachments represent the entire insurance contract between the **Policyholder** and **Us**.
- F. INSURED CERTIFICATES: **We** will make available certificates containing a summary of terms that affect benefits.
- G. SUIT AGAINST US: No action on this **Policy** may be brought until sixty (60) days after written Proof of Covered Loss has been sent to **Us**. Any action must commence within three (3) years 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.
- 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. POLICYHOLDER RECORDS: The **Policyholder** will keep a record of the coverage, premium and other pertinent administrative information for each **Insured**, which, if acceptable to **Us** will be deemed to be a part of the **Policy**. **We** may examine these records at reasonable times while the **Policy** is in force and for six years after the termination of the **Policy**. The **Policyholder** will report to **Us** within a reasonable time all changes in information regarding an **Insured**. The **Policyholder** will indemnify **Us** for any benefits or other payments that are caused in whole or in part by the **Policyholder's** negligence or error in performing the record keeping function.
- J. CHOICE OF SERVICE PROVIDER: The **Insured** has the sole right to choose his or her duly licensed **Physician** and hospital.
- K. TIME LIMIT ON CERTAIN DEFENSES: In the absence of fraud, statements made by the **Policyholder** or an **Insured** are deemed representations and not warranties. No such statement will cause **Us** to deny or reduce the benefits due under this **Policy** or be used as a defense of a claim, unless it is contained in a signed written application. After two years from the date coverage starts no such statement (except age) will cause this **Policy** to be contested.
- L. COMMUTATION OF LOSSES: This **Policy** may be commuted through mutual agreement by the **Policyholder** and Zurich American Insurance Company. As of the commutation date both parties agree to release each other from any and all obligations to each other in connection with this **Policy** provided that the amount mutually agreed by both parties is paid at the time of commutation.

M. NEW ENTRANTS: All new students in the groups or classes eligible for insurance under the **Policy** will be added to such eligible groups or classes from time to time.

## SECTION XI – BENEFITS

### ACCIDENTAL DEATH BENEFIT

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

### ACCIDENTAL DISMEMBERMENT BENEFIT

If a **Covered Injury** to an **Insured** results in any of the following **Covered Losses**, **We** will pay the percentage shown below. The **Covered Loss** must occur within 365 days of the **Covered Accident**.

The benefit amount is based on the maximum amount shown in the Schedule for the person suffering the **Covered Loss**.

| <b>Covered Loss</b> of                                 | Percentage of Maximum Amount |
|--|------------------------------|
| Both Hands or Both Feet                                | 100%                         |
| One Hand and One Foot                                  | 100%                         |
| One Hand or One Foot plus the loss of Sight of One Eye | 100%                         |
| Sight of Both Eyes                                     | 100%                         |
| Speech and Hearing                                     | 100%                         |
| Speech or Hearing                                      | 50%                          |
| One Hand; One Foot; or Sight of One Eye                | 50%                          |
| Thumb and Index Finger of the same Hand                | 25%                          |
| Hearing in One Ear                                     | 25%                          |

For purposes of this Benefit, DEFINITIONS is amended to include the following:

**Covered Loss** means:

1. For a foot or hand, actual severance through or above the ankle or wrist joint;
2. For thumb and index finger, complete severance through or above the metacarpophalangeal joint of both digits;
3. Total and permanent loss of sight;
4. Total and permanent loss of speech; or
5. Total and permanent loss of hearing.

### EXPOSURE AND DISAPPEARANCE BENEFIT

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

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



# Accident Medical Expense Benefit with Sublimits – Kentucky



Zurich American Insurance Company  
1299 Zurich Way  
Schaumburg, Illinois 60196

## THIS RIDER CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This rider modifies insurance provided under the Blanket Accident Insurance Policy.

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

### SCHEDULE

| Benefit  | Maximum Benefit                                  | Deductible per Insured per Covered Accident (deductible must be met within the first two (2) years of the Covered Injury) | Co-Insurance: Our share of Usual and Customary Expenses per Insured per Covered Accident |
|--|--|---|--|
| Accident Medical   | \$7,500,000 per Insured per Covered Accident     | \$25,000  | 100%   |
| Benefit sublimits for the <b>Medically Necessary Covered Medical Service(s)</b> described below: |  |   |  |
| 1. Inpatient and Outpatient Physiotherapy  | Limit 60 visits per Insured per Covered Accident | \$0   | 100%   |

We will pay **Our** share of the **Usual and Customary Expenses** for **Medically Necessary Covered Medical Service(s)** incurred by the **Insured** resulting from a **Covered Accident** while participating in a **Covered Activity**, up to the Maximum Benefit shown on the Schedule. Coverage is provided in excess of the **Deductible** and subject to the co-insurance shown in the above Schedule provided that:

1. the first treatment or service occurs within one hundred eighty (180) days of the **Covered Injury**; and
2. the medical expenses are incurred within five hundred twenty (520) weeks of the **Covered Injury**.

For this benefit only, the following definitions apply:

**Allowable Expense** means a health care service or expense including deductibles, coinsurance or copayments, that are covered in full or in part by any of the plans covering the person.

**Benefit Reserve** means the savings recorded by a plan for claims paid for a covered person as a secondary plan rather than as a primary plan.

**Claim Determination Period** means a period of at least twelve (12) consecutive months, over which **Allowable Expenses** shall be compared with total benefits payable in the absence of coordination of benefits, to determine whether overinsurance exists and how much each plan will pay or provide.

**Covered Medical Service(s)** means any of the following services:

1. **Hospital** room and board expenses: the daily room rate when an **Insured** is **Hospital Confined** and general nursing care is provided and charged for by the **Hospital**. In computing the expenses payable under this benefit, the date of admission will be counted but not the date of discharge.
2. Ancillary or miscellaneous inpatient **Hospital** expenses: services and supplies including operating room, anesthesia and medicines (excluding take home drugs) when **Hospital Confined**.
3. Medical **Emergency** care (room and supplies) expenses incurred within seventy-two (72) hours of an **Accident** and including the emergency room or attending **Physician's** charges, X-rays, laboratory procedures, use of the emergency room and supplies.
4. Outpatient surgical room and supply expenses for use of the surgical facility (including ambulatory surgical facilities).
5. Diagnostic X-rays, laboratory procedures and tests.
6. Treatment for heat stroke and heat exhaustion.
7. **Physician** non-surgical treatment/examination expenses (excluding medicines) including the **Physician's** initial visit, each necessary follow-up visit and consultation visits when referred by the attending physician.
8. **Physician's** surgical expenses that require singular or multiple surgical procedures during the same operative session through the same or different incision, **We** will pay only one benefit, the largest of the procedures performed. The **Physician's** surgical procedure(s) must be the result of a **Covered Injury**.
9. Anesthesiologist expenses for pre-operative screening and administration of anesthesia during a **Physician's** surgical procedure whether on an inpatient or outpatient basis. The **Physician's** surgical procedure(s) must be the result of a **Covered Injury**.
10. Assistant **Physician** expenses.
11. The services of a Registered Nurse (the nurse cannot be a member of the **Insured's** immediate family).
12. Physiotherapy expenses on an inpatient or outpatient basis. Expenses include treatment and office visits connected with such treatment when prescribed by a **Physician**, including diathermy, ultrasonic, whirlpool, or heat treatments, adjustments, manipulation, massage or any form of physical therapy and/or occupational therapy.
13. Radiological procedures including: cardiac imaging and nuclear medicine and molecular imaging related to a **Covered Injury** and prescribed by a **Physician**.
14. Diagnostic imaging expenses including Magnetic Resonance Imaging (MRI) and Computed Axial Tomography (CAT) Scan related to a **Covered Injury** and prescribed by a **Physician**.
15. Ambulance expenses for transportation from the emergency site to the **Hospital**.
16. Rehabilitative limb braces, wheelchairs and other medical equipment or appliances prescribed by a **Physician** and related to the **Covered Injury**. It must be durable medical equipment that:
  - a. is primarily and customarily used to serve a medical purpose;
  - b. can withstand repeated use; and
  - c. generally is not useful to a person in the absence of injury.No benefits will be paid for rental charges in excess of the purchase price.  
We will not cover computers, motor vehicles or modifications to a motor vehicle, ramps and installation costs.
17. Eyeglasses, contact lenses or hearing aids damaged or destroyed as a result of a **Covered Injury** and prescribed by a **Physician**.
18. Prescription drug expenses for **Covered Injuries**, prescribed by a **Physician** and administered on an outpatient basis.
19. Expenses for blood, blood transfusions and oxygen (including delivery of tanks and equipment and its administration).
20. Dental treatment for teeth, gums or structures directly supporting the teeth performed as a result of a **Covered Injury**.
21. Treatment resulting from complications of pregnancy due to a **Covered Injury**.
22. Any home health services performed by a licensed home health agency, prescribed by a **Physician** in lieu of **Hospital** or skilled nursing facility services, not to exceed 60 days per calendar year.

**Custodial Services** means medical and non-medical care, including services which are:

1. related to watching or protecting the **Insured** if as a result of a **Covered Injury** they are deemed by a **Physician** to require daily preventative care for a period of one (1) to ninety (90) days;

2. related to performing, or assisting the **Insured** in performing any activities of daily living such as: walking, grooming, bathing, dressing, getting in or out of bed, toileting, eating, preparing foods, or taking medications that can be either self-administered or require medical assistance;
3. performed by trained or skilled medical personnel; and
4. which, in the absence of inpatient hospital care, would otherwise be required.

**Deductible** means a dollar amount of the **Usual and Customary Expenses** which must be incurred as an out-of-pocket expense, by an **Insured** for each **Covered Injury**, before benefits are payable under this Policy. The **Deductible** amount is shown on the Schedule.

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

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

**Emergency** means a condition caused by a **Covered Injury** which:

1. presents a severe or acute symptom requiring immediate care and the failure to obtain such care could reasonably result in serious deterioration of the **Insured's** condition or place his or her life in jeopardy; and
2. the severe or acute symptom occurs suddenly and unexpectedly.

**Hospital** means an institution which:

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

**Hospital** does not mean any institution or part thereof which 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 illness, alcoholism or substance abuse.

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

1. part of the institution that meets the requirements in subparagraphs 1 - 4 above; and
2. listed in the American Hospital Association Guide as a general **Hospital**.

**Hospital Confined** means admission to a **Hospital** as an inpatient for at least 24 consecutive hours by a **Physician**. A **Hospital** stay that does not result in charges to the **Insured** is not a hospital confinement under this rider unless there is no charge because the **Hospital** is a United States government facility.

**In Force Policy** means any multiple group, group-type, family or individual health care policy covering the **Insured** and in effect at the time of the **Covered Injury**, or subsequently thereafter, other than the **Policy** to which this rider is attached.

**Medically Necessary** means that the medical service or treatment:

1. is for the diagnosis, treatment or care of the **Covered Injury** for which it is prescribed or performed;
2. meets standards of medical practice; and
3. is ordered by a **Physician**.

**Medical Repatriation** means transporting an **Insured** back to his or her **Principal Residence** or to the country or school where he or she was temporarily assigned or registered. Such repatriation shall only result from the **Insured** being injured during a **Covered Activity**.

**Pre-existing Condition** means a condition for which an **Insured** received any diagnosis, medical advice or treatment or had taken any prescription medicines during the three (3) months immediately preceding the **Covered Loss**.

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

**Usual and Customary Expense(s)** 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 or the fee set by

the workers' compensation insurance fee schedule, if applicable; and (2) does not include charges that would not have been made if no insurance existed and (3) does not exceed the cost of a generic drug, if available. **We** will only pay up to 75% of a non-generic drug if a generic drug is available.

#### **EXCLUSIONS:**

In addition to the General Exclusions stated in the **Policy**, **We** will not cover expenses under this additional benefit for:

1. Cosmetic, plastic or restorative surgery unless **Medically Necessary** for the treatment of the **Covered Injury**.
2. Any medical expenses related to pregnancy unless **Medically Necessary** for the treatment of the **Covered Injury**.
3. Any expenses for a **Pre-existing Condition**.
4. **Covered Injury** for which the **Insured** is entitled to benefits under Workers Compensation Benefits, Employer Liability Law, or any statutorily mandated coverage.
5. Personal comfort or convenience items, such as **Hospital** telephone charges, television rental, guest meals, or internet charges.
6. Treatment by any immediate family member or member of the **Insured's** household.
7. Expenses incurred for dental care, treatment, repair or replacement of sound natural teeth unless **Medically Necessary** for the treatment of the **Covered Injury**.
8. Expenses incurred for eye examinations, contact lenses or the fitting, repair or replacement of these items unless **Medically Necessary** for the treatment of the **Covered Injury**.
9. A hernia of any kind unless the direct result of a **Covered Injury**.
10. Routine physical examinations and related medical services, elective treatment or surgery or experimental or investigative treatments or procedures.
11. A **Medical Repatriation**.
12. Expenses incurred for psychological or psychiatric counseling of any kind or any expense for treatment of mental or nervous diseases or disorders.
13. Expenses which the **Insured** is not legally obligated to pay.
14. Expenses for **Custodial Services** or services provided by a private duty nurse unless such expenses are incurred as a result of a **Covered Injury**, as prescribed by a **Physician**.
15. Expenses related to the repair or replacement of existing artificial limbs, eyes, or other prosthetic appliances, or rental of existing medical equipment unless for the purpose of modifying the item because the **Covered Injury** has caused further impairment of the underlying bodily condition.

#### **EXCESS INTEGRATED**

The benefit amount for this benefit is payable in excess of any **In Force Policy** and its applicable deductible. In the event and only in the event of the reduction or exhaustion of the limit of insurance of the **In Force Policy** solely as the result of actual payment of benefits covered thereunder, this **Policy** shall pay excess of the reduced limit of insurance of the **In Force Policy** and its applicable deductible. This **Policy** shall only pay pursuant to the terms and conditions of this **Policy** and no other policy.

**We** will pay **Our** share of the **Usual and Customary** amount, reduced by the payment of any other insurance plan. This **Policy** will recognize payment by any other insurance plan as reducing or satisfying the deductible amount of this **Policy**. In no event will **We** pay more than the maximum amount stated in this rider.

If no **In Force Policy** exists, this **Policy** will pay benefits on a primary basis subject to the deductible and coinsurance amounts stated on the Schedule.

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

Effective Date: July 1, 2022

Attached to and forming a part of **Policy** No. MCB 5859936

# Catastrophe Cash Benefit



Zurich American Insurance Company  
1299 Zurich Way  
Schaumburg, Illinois 60196

## THIS RIDER CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This rider modifies insurance provided under the Blanket Accident Insurance Policy.

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

If an **Insured** suffers a **Covered Injury** resulting in a **Covered Loss** within 365 days of a **Covered Accident** that results in **Paralysis, Coma or Brain Death, We** will pay a benefit as described below, provided that the **Paralysis, Coma or Brain Death**:

1. satisfies the **Benefit Waiting Period**;
2. must be determined by a **Physician** to be permanent and irreversible at the end of that **Benefit Waiting Period**; and
3. must result in **Disability**.

This benefit is payable based on the following table.

| CAUSE OF DISABILITY                                 | PERCENTAGE OF MAXIMUM AMOUNT(S) |
|---|---------------------------------|
| Coma  | 100%                            |
| Paralysis of Two or More Limbs (Upper and/or Lower) | 100%                            |
| Brain Death   | 100%                            |
| Paralysis of One Limb (Upper or Lower)              | 50%                             |
| Paralysis of One or More Other Parts of the Body    | See below                       |

NOTE: If the **Insured's Paralysis** is a part of the body other than a **Limb**, the percentage of the Maximum Amount used to determine the benefit payable will be adjusted in proportion to the comparable extent of **Paralysis** of the listed parts of the **Insured's** body.

If an **Insured** suffers more than one **Disability** as a result of the same **Accident**, only the largest PERCENTAGE OF MAXIMUM AMOUNT(S), will be used to determine the benefit payable.

The benefit payable is:

INITIAL LUMP SUM THEN MONTHLY:

The initial lump sum amount contained in the Schedule based on the PERCENTAGE OF MAXIMUM AMOUNT(S), payable after the **Benefit Waiting Period**, followed by a monthly benefit stated in the Schedule, starting one month after the end of the **Benefit Waiting Period**. The monthly benefit is payable monthly as long as an **Insured** remains continuously **Disabled** due to the **Paralysis, Coma or Brain Death**, but ceases on the earlie(r/st) of:

1. the date the **Insured** dies;
2. the date the **Insured** is no longer **Disabled** due to the **Paralysis, Coma or Brain Death**; or
3. the date monthly benefits have been paid for the maximum number of months shown in the Schedule for all **Disabilities** cause by the same **Accident**.

If the **Insured** returns to any occupation for which he or she is qualified by reason of education, experience or training on a full or part-time basis, or engages in any of the usual activities of a person of like age and sex in comparable health, he or she may return to **Disability** status if:

1. the **Insured** has not been engaging in such activities for longer than thirty (30) days; and

2. the attending **Physician** certifies a return to **Disability** status due to the same **Paralysis, Coma or Brain Death** which caused the original **Disability**.

**We** reserve the right, at the end of the **Benefit Waiting Period** (and as often as it may reasonably require thereafter) to determine, on the basis of all the facts and circumstances, that the **Insured** is **Disabled** due to the **Paralysis, Coma or Brain Death**, including, but not limited to, requiring an independent medical examination at **Our** expense.

For the purposes of this benefit only, the following DEFINITIONS apply:

**Benefit Waiting Period** means six (6) consecutive months at the start of a period of **Disability** for which **We** will not pay benefits.

**Brain Death** means irreversible unconsciousness with total loss of brain function and complete absence of electrical activity of the brain even though the heart is still beating.

**Coma** means a profound state of unconsciousness from which the **Insured** cannot be aroused to consciousness, even by powerful stimulation, as determined by a **Physician**.

**Disabled/Disability** means that due to a **Covered Injury**, the **Insured** is unable while under the regular care of a **Physician** to perform the material and substantial duties of the occupation for which he or she is qualified by reason of education, experience or training. However, with respect to an **Insured** for whom an occupational definition of **Disabled/Disability** is not appropriate, **Disabled/Disability** means that the **Insured** is unable, while under the regular care of a **Physician**, to engage in any of the usual activities of a person of like age and sex whose health is comparable to that of the **Insured** immediately prior to the **Accident**. Periods of **Disability** separated by less than thirty (30) consecutive days will be considered one period of **Disability** resulting from the same **Covered Injury**, unless due to separate and unrelated causes.

**Paralysis** means the complete loss of function in a part of the body as a result of neurological damage, as determined by a **Physician**.

This Catastrophe Cash benefit is subject to the limitations in Section V General Limitations of the **Policy**.

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

Effective Date: July 1, 2022

Attached to and forming a part of **Policy** No. MCB 5859936

# Heart Failure Benefit



Zurich American Insurance Company  
1299 Zurich Way  
Schaumburg, Illinois 60196

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

This rider modifies insurance provided under the Blanket Accident Insurance Policy.

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

If an **Insured** suffers a **Covered Injury** resulting in a **Covered Loss** as a result of a **Covered Accident**, which is a result of a **Heart Failure**, **We** will pay an additional amount shown in the Schedule. The **Heart Failure** must occur within twenty-six (26) weeks of the **Covered Accident**.

For the purposes of this benefit only, the following DEFINITION applies:

**Heart Failure** means death because the heart ceases to beat due to failure of the heart to maintain adequate circulation of blood provoked by participation in a **Covered Activity**.

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

Effective Date: July 1, 2022

Attached to and forming a part of **Policy** No. MCB 5859936

# Seat Belt/Air Bag Benefit



Zurich American Insurance Company

1299 Zurich Way

Schaumburg, Illinois 60196

## THIS RIDER CHANGES THE POLICY/CERTIFICATE. PLEASE READ IT CAREFULLY.

This rider modifies insurance provided under the Blanket Accident Insurance Policy/Certificate.

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

If an **Insured** suffers a **Covered Injury** resulting in a **Covered Loss**, which is payable under the Accidental Death and Accidental Dismemberment Benefit, and the **Covered Injury** which directly resulted from a motor vehicle **Covered Accident**, **We** will pay an additional Seat Belt Benefit, which equals the amount shown on the Schedule, provided that the **Insured** was:

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

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

1. in the official law enforcement report of the motor vehicle **Covered Accident**, through certification by the investigating officers; or
2. by other reasonable proof.

An additional Air Bag Benefit equal to the amount shown on the Schedule, will be paid if the **Insured** was driving a private passenger motor vehicle with a manufacturer equipped driver-side air bag or riding as a passenger in a private passenger motor vehicle with a manufacturer equipped passenger-side air bag, provided the **Insured's** seat belt or lap and shoulder restraint was properly fastened at the time of the motor vehicle **Covered Accident**. The proper functioning and/or deployment of the air bag must be certified in the official law enforcement report of the motor vehicle **Covered Accident**, through certification by the investigating officers or by other reasonable proof.

**We** will not pay a Seat Belt or Air Bag Benefit to the **Insured** that was driving either:

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

This rider is subject to the limitations in Section V General Limitations of the **Policy/Certificate**.

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

Effective Date: July 1, 2022

Attached to and forming a part of **Policy** No. MCB 5859936



# SANCTIONS EXCLUSION ENDORSEMENT



**Zurich American Insurance Company**

1299 Zurich Way  
Schaumburg, Illinois 60196

## **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 coverage, 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**

## **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.

|   |   |
|---|---|
| <b>Overview</b>                                 | <b>UNDERSTANDING HOW WE USE YOUR PERSONAL INFORMATION</b>   |
| <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>   |

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 have the right to opt in to allowing this sharing).

| <b>Reasons we can share your personal information</b>  | <b>Does Company Share?</b> | <b>Can you opt out of this sharing or limit this sharing or is your authorization required for this sharing?</b> |
|--|----------------------------|--|
| <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   |

| <b>Collecting and safeguarding information</b>                  |   |
|---|---|
| <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> |
|------------------------------|------------------------------|

| 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>             | A formal agreement between nonaffiliated financial companies that together market financial products or services to you. <ul style="list-style-type: none"> <li>• <i>The Company does not jointly market.</i></li> </ul>   |

|   |  |
|---|--|
| <b>Changes to this Privacy Notice; contact us</b> | 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>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> |
|---|--|

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.*