

### **Declarations Page: Individual Travel Insurance**

Zurich American Insurance Company 1299 Zurich Way Schaumburg, Illinois 60196

This insurance is provided by: Zurich American Insurance Company

Policy Number: GPT 6562239 Aegis Trip Cancellation Plan

- Item: 1. Insured: Refer to Confirmation of Coverage
- Item: 2. Additional Travelers Covered or Family Members: Refer to Confirmation of Coverage
- Item: 3. Effective Date of Coverage: Refer to Confirmation of Coverage All Other Benefits: Refer to Confirmation of Coverage
- Item: 4. Trip Departure Date: Refer to Confirmation of Coverage
- Item: 5. Trip Return Date: Refer to Confirmation of Coverage
- Item: 6. Trip Cost: Refer to Confirmation of Coverage

Signed for by Zurich American Insurance Company:

Kristof Terryn, President

June 1, 2025 Date

### **Individual Travel Insurance Policy Aegis Trip Cancellation Plan**



ZURICH AMERICAN INSURANCE COMPANY 1299 Zurich Way

Schaumburg, Illinois 60196

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

This **Policy** is governed by the laws of the state in which it is delivered. Coverage may not be available in all states.

### FIFTEEN DAY RIGHT TO EXAMINE COVERAGE

The **Insured** has the right to examine coverage upon receipt of his/her **Policy**. If he/she is not satisfied for any reason, he/she may return his/her **Policy**, within 15 days after receipt, to **Us**, **Our** authorized representative, or to the **Administrator**. Provided the **Insured** has not yet departed on his/her **Covered Trip** and has not yet incurred any **Covered Loss** as defined by this **Policy**, this **Policy** and the **Insured's** coverage under this **Policy** will be voided from the outset of coverage and premium will be refunded accordingly.

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

THIS POLICY CONTAINS REDUCTIONS, LIMITATIONS, EXCLUSIONS, AND TERMINATION PROVISIONS.

IMPORTANT NOTICE: THIS COVERAGE IS VALID ONLY IF THE APPROPRIATE PLAN COST HAS BEEN PAID. PLEASE KEEP THIS **POLICY** 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).

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President

Corporate Secretary

### PLEASE READ THIS DOCUMENT CAREFULLY

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### SECTION I – SCHEDULE OF BENEFITS

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

Benefits	Maximum Covered Amount per Insured / Deductible per Insured	
A. Travel Inconvenience Plan		
1. Pre-Departure Trip Cancellation Benefit	Up to 100% of <b>Trip Cost</b> to a maximum of \$20,000	
Per Person Occupancy Benefit Frequent Traveler Awards Benefit Reissue Fee Benefit	Up to 100% of <b>Trip Cost</b> to a maximum of \$20,000 \$500 \$500	

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

- A. EFFECTIVE DATE: No coverage for an Insured under this Policy is in effect until:
  - 1. the day the premium for the **Insured's** coverage is received by **Us**, the **Administrator**, or **Our** authorized representative.
- B. INDIVIDUAL BENEFIT EFFECTIVE DATES: Effective dates for each benefit are shown separately under the applicable benefit shown in SECTION III BENEFITS.
- C. TERMINATION DATE: An **Insured's** coverage automatically terminates on the earlier of:
  - 1. the completion date of the **Covered Trip**;
  - 2. the Scheduled Date of Return;
  - 3. the **Insured's** arrival at the return **Destination** of a round-trip or the arrival **Destination** of a one-way trip; or
  - 4. cancellation of the **Covered Trip**.

Termination will not negate a claim already pending.

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

This extension of coverage will terminate the earlier of:

- a. the date the **Insured** reaches his/her originally scheduled return **Destination**;
- b. seven days after the **Scheduled Date of Return**.

In no event will coverage be extended due to voluntary reasons without prior consent from the Administrator.

Termination will not negate a claim already pending.

### **SECTION III – BENEFITS**

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

### A. TRAVEL INCONVENIENCE PLAN

#### 1. PRE-DEPARTURE TRIP CANCELLATION BENEFIT

The **Insured's** coverage under the Pre-Departure Trip Cancellation Benefit will take effect as stated in SECTION II – EFFECTIVE AND TERMINATION DATES OF INSURANCE, A. EFFECTIVE DATE.

We will reimburse the **Insured** a Pre-Departure Trip Cancellation Benefit, if the **Insured** is prevented from taking his/her **Covered Trip** due to the **Insured's**, or the **Insured's Family Member's** or **Traveling Companion's Sickness**, or **Covered Injury**, or death; for: (i) the amount of **Payments and Deposits** that the **Insured** paid for his/her **Covered Trip** (reimbursement of **Payments and Deposits** is limited to the published cancellation penalties that the **Insured** was subject to at the time of the cancellation of a **Covered Trip**); up to the corresponding Maximum Covered Amount per **Insured** shown in the **Schedule**.

If the **Insured** is prevented from taking his/her **Covered Trip** due to one of the **Other Covered Events**, **We** will reimburse the **Insured** a Pre-Departure Trip Cancellation Benefit, for the amount of **Payments and Deposits** that the **Insured** paid for his/her **Covered Trip**, less any refund paid or payable, up to the corresponding Maximum Covered Amount per **Insured** shown in the **Schedule**.

We will reimburse the **Insured** this Pre-Departure Trip Cancellation Benefit, only if the **Sickness**, or **Covered Injury**, or death, or **Other Covered Event** occurs before departure of the **Insured's Covered Trip** and commences while the **Insured's** coverage is in effect under this **Policy**. Any **Sickness** or **Covered Injury** must: (i) require the examination or treatment by a **Physician** and (ii) in the written opinion of the treating **Physician**, be so disabling as to prevent the **Insured** from taking his/her **Covered Trip**; or in the case of the **Insured's** non-traveling **Family Member**, be life threatening, or so severe as to require the **Insured's** care.

#### Additional Pre-Departure Trip Cancellation Benefits:

The following benefits are not in addition to, and included within, the Pre-Departure Trip Cancellation Benefit Maximum Covered Amount per **Insured** shown in the **Schedule**.

#### Per Person Occupancy Benefit

We will reimburse the **Insured** for additional costs as a result of a change in the per person occupancy rate for prepaid travel arrangements, up to the Per Person Occupancy Benefit Maximum Covered Amount per **Insured** shown in the **Schedule**, if a **Traveling Companion's Covered Trip** is canceled for a **Covered Loss** and the **Insured's Covered Trip** is not canceled.

#### Frequent Traveler Awards Benefit

If (i) the **Travel Supplier** cancels the **Insured's Covered Trip**, (ii) the **Insured** is prevented from taking his/her **Covered Trip** due to **Sickness**, **Covered Injury**, or death of the **Insured**, or the **Insured's Family Member** or **Traveling Companion**, or (iii) the **Insured** is prevented from taking his/her **Covered Trip** for one of the **Other Covered Events**, **We** will reimburse the **Insured** a Frequent Traveler Awards Benefit, for the cost charged to reimburse his/her frequent traveler awards/points if he/she used them to purchase any combination of the airline ticket, land reservation, and sea reservation in conjunction with this **Covered Trip**, up to the corresponding Maximum Covered Amount per **Insured** shown in the **Schedule**.

#### Reissue Fee Benefit

If (i) the **Travel Supplier** cancels the **Insured's Covered Trip**, (ii) the **Insured** is prevented from taking his/her **Covered Trip** due to **Sickness**, **Covered Injury**, or death of the **Insured**, or the **Insured's Family Member** or **Traveling Companion**, or (iii) the **Insured** is prevented from taking his/her **Covered Trip** for one of the **Other Covered Events**, **We** will reimburse the **Insured** a Reissue Fee Benefit, for the reissue fee charged by the airline for the tickets, up to the corresponding Maximum Covered Amount per **Insured** shown in the **Schedule**. Any expense under this Reissue Fee Benefit must be incurred within 180 days of the date U-TIIV-100-A CW (03/17) of cancellation.

### **SECTION IV – GENERAL DEFINITIONS**

Bold terms within this **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 this **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.

Administrator means Aegis Go Ready Insurance.

Adverse Weather Conditions means any severe weather conditions which prevents the **Insured** from reaching his/her **Destination** or delay the scheduled arrival and/or departure of a **Common Carrier**.

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

Assistance Provider means the travel assistance provider approved or designated by Us.

**Bankruptcy** means the filing of a petition for voluntary or involuntary bankruptcy in a court of competent jurisdiction under the United States Bankruptcy Code.

**Caregiver** means an individual employed for the purpose of providing assistance with activities of daily living to the **Insured** or to a **Family Member** traveling with the **Insured** who has a physical or mental impairment. The **Caregiver** must be employed directly by the **Insured** or the **Family Member** traveling with the **Insured**. A **Caregiver** is not a babysitter; childcare service, facility or provider; or persons employed by any service, provider or facility to supply assisted living or skilled nursing personnel.

**Child Caregiver** means an individual providing basic childcare service needs for the **Insured's** minor children under the age of 18 while the **Insured** is on the **Covered Trip** without the minor children. The arrangement of being the **Child Caregiver** while the **Insured** is on the **Covered Trip** must be made 30 or more days prior to the **Scheduled Date of Departure**.

**Common Carrier** means any regularly scheduled land, water, or air conveyance operated under a license for the transportation of passengers for hire not including taxicabs or rented, leased or privately owned motor vehicles.

**Complications of Pregnancy** means conditions (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, and similar medical and surgical conditions of comparable severity. **Complications of Pregnancy** also include non-elective cesarean section, ectopic pregnancy that is terminated and spontaneous termination of pregnancy that 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.

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

**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 this **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 this **Policy**.

### Covered Trip:

- a. means:
  - a period of round-trip travel away from Home to a Destination at least 100 miles from the Insured's Primary Residence; the purpose of the trip is business or pleasure and is not to obtain healthcare or treatment of any kind; the trip has defined departure and return dates specified when an Insured applies; the trip does not exceed 60 days, or
  - (ii) a period of one-way travel that starts in the United States (except United States residents or citizens may begin their trip outside the United States, if returning to the United States); the purpose of the trip is business or pleasure and is not to obtain health care or treatment of any kind; the trip has defined departure and arrival dates and defined departure and arrival places specified when coverage is elected; and the trip does not exceed 60 days.

Cruise means any prepaid cruise ship arrangements made by the Insured.

**Deductible** means the amount shown in the **Schedule** for which an **Insured** is responsible, and such amount will be deducted from any payment made by **Us** for a **Covered Loss**. The **Deductible** equals the amount shown in the **Schedule** for each **Insured** and for each **Covered Trip**.

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

**Domestic Partner** means a person who qualifies as a **Domestic Partner** under the law of the state of residence and who meets the following requirements:

- 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.

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

**Fiancé** means a person who has documented proof indicating the intent to enter into a legal marriage with the **Insured** the time of the effective date of the applicable coverage under this **Policy**.

**Financial Insolvency** means total cessation or complete suspension of operations due to insolvency, with or without the filing of a bankruptcy petition, or the total cessation or complete suspension of operations following the filing of a bankruptcy petition, whether voluntary or involuntary, by a tour operator, cruise line, airline, rental car company, hotel, condominium, railroad, motor coach company, or other travel supplier of travel services that is duly licensed in the state(s) of operation other than the entity of the person, organization, agency or firm from whom the **Insured** directly purchased or paid for the **Covered Trip**. **Financial Insolvency** does not include the total cessation or complete suspension of operations for losses caused by fraud or negligent misrepresentation by the supplier of travel services.

**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.

#### Home means the Insured's Primary Residence.

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 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.

#### Hospitalized or Hospitalization means admitted to a Hospital.

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 **Sickness**, or subsequently thereafter, other than this **Policy** to which this benefit is included.

Inaccessible means an Insured cannot reach his/her Destination by the original mode of transportation.

Injured, Injury or Injuries means a bodily injury or injuries and is not limited to accidental bodily injuries.

**Insured** means any person who is covered under this **Policy**, who has arranged to take a **Covered Trip**, who has completed and submitted the **Application**, who has paid the required premium, and who is a citizen or resident of the United States of America.

Key Person means an employed Caregiver of a legal dependent.

Limb means an arm or a leg.

**Natural Disaster** means flood, hurricane, tornado, earthquake, volcano, wildfires, inclement weather or blizzard that renders the **Insured's Common Carrier** unable to provide a travel service due to a shutdown of all local airports for a duration of greater than 12 hours.

Normal Pregnancy means a pregnancy that is not considered a Complication of Pregnancy.

Other Covered Event means an unforeseeable event or its consequences that:

- (i) is outside of the **Insured's** control and outside of the control of the **Insured's Family Member** traveling with the **Insured**, or **Traveling Companion**;
- (ii) prevents the **Insured** or the **Insured's Family Member** traveling with the **Insured**, or **Traveling Companion** from traveling on or continuing his/her **Covered Trip**; and
- (iii) occurs while coverage is in effect under this **Policy**,

and includes only the following unforeseeable events or their consequences that occur to the **Insured**, or the U-TIIV-100-A CW (03/17) Page 7 of 17

### Insured's Family Member traveling with the Insured or Traveling Companion:

- a. **Common Carrier** delay or cancellation resulting from severe weather conditions; mechanical breakdown of the aircraft, ship, boat, or motor coach on which the **Insured** is scheduled to travel; organized labor **Strikes** that affect public transportation; or a Federal Aviation Administration (FAA) mandate;
- b. arrangements canceled by an airline, cruise line, or tour operator resulting from severe weather conditions; mechanical breakdown of the aircraft, ship, boat, or motor coach; organized labor **Strikes** that affect public transportation; or a Federal Aviation Administration (FAA) mandate;
- c. arrangements canceled by an airline, cruise line, rental car company, hotel, condominium, or motor coach company resulting from **Financial Insolvency** provided that:
  - (1) the **Insured's** premium for this coverage was received prior to or within 24 hours prior to or with **Final Payment** for his/her **Covered Trip**;
- d. being directly involved in a documented traffic accident while en route to the **Insured's** departure;
- e. being hijacked, kidnapped or Quarantined;
- f. being required to serve on a jury or required by a court order to appear as a witness in a legal action, provided the Insured, or the Insured's Family Member traveling with the Insured or Traveling Companion is not: (i) a plaintiff or defendant in the legal action, or (ii) appearing as a law enforcement officer or attorney;
- g. the **Insured's Home** is made **Uninhabitable** or **Inaccessible** due to fire, flood, volcano, earthquake, hurricane or natural disaster;
- h. documented theft of passports or visas;
- a Terrorist Act (or acts) in the Scheduled Trip Departure City or within 30 miles of the Scheduled Trip Departure City of his/her Covered Trip occurring on, or within 30 days prior to the Scheduled Date of Departure, or a Terrorist Act (or acts) occurring within 30 days prior to the Insured's arrival, or during his/her stay in a city or within 30 miles of a city, that is a scheduled Destination during the Insured's Covered Trip;
- j. **Insured's Accommodation** at **Destination** made **Uninhabitable or Inaccessible** due to fire, flood, volcano, earthquake, hurricane or natural disaster so as to prevent the **Insured** from reaching his/her **Destination** or continuing on his/her **Covered Trip**. To cancel or delay the arrival on the **Insured's Covered Trip**:
  - (1) the **Insured's Accommodation** must be **Uninhabitable** or **Inaccessible** on the **Scheduled Date of Departure**;
  - (2) the **Insured's Accommodation** must be **Uninhabitable** or **Inaccessible** for a minimum of 24 hours; and
  - (3) the time and date that the **Accommodation** first becomes **Uninhabitable or Inaccessible** must commence no more than 10 days prior to his/her **Scheduled Date of Departure**.

To interrupt the Insured's Covered Trip:

- (1) the Accommodation must be Uninhabitable or Inaccessible for a minimum of 24 hours; and
- (2) the **Insured** must have seven days or 75% or less remaining on his/her **Covered Trip** at the time and date the **Accommodation** first becomes **Uninhabitable or Inaccessible**;
- k. receipt of official notification by the **Insured**, or the **Insured's Family Member** or **Traveling Companion** of an organ match available for immediate transplant, provided the transplant is considered medically necessary. The notification must be received while coverage is in effect under this **Policy**, and in the written opinion of the **Physician**, the transplant surgery or recovery is so disabling as to prevent the **Insured** from

taking his/her Covered Trip;

- I. a **Family Member** who was to provide **Accommodations** for the **Insured** during a **Covered Trip** can no longer do so due to the hosting **Family Member's** life-threatening **Sickness**, **Covered Injury**, or death;
- m. the **Insured**'s, or the **Insured's Traveling Companion's** or traveling **Family Member's** approved, written military leave is involuntarily revoked as a result of being temporarily or permanently reassigned, being called to active military reserve, or an extension of deployment beyond a defined tour of duty. All leave must be approved prior to the date stipulated in SECTION II EFFECTIVE AND TERMINATION DATES OF INSURANCE, A. EFFECTIVE DATE. Full or partial mobilization or mass reassignment of Armed Forces, invocation of the War Powers Act, base or unit mobilization is not covered;
- n. the **Insured** or **Traveling Companion** is called to active military service as a reservist, firefighter, or police staff to provide aid or relief in the event of a natural disaster;
- o. the primary or secondary school where the **Insured**, or **the Insured's Family Member** or **Traveling Companion** attend(s) must extend its operating session beyond its predefined school year or start earlier than its predefined school year, due to unforeseeable events commencing prior to the effective date of the applicable coverage under this **Policy**, that cause the extension of the predefined school year and the **Scheduled Date of Departure** falls within the period of the school year extension. Extensions due to extracurricular or athletic events are not covered;
- p. mandatory evacuation issued by local government authorities (or public official evacuation advisements issued in place of mandatory evacuations only when mandatory evacuations do not exist in that jurisdiction), at the **Insured's** final **Destination** due to severe weather conditions, hurricane or natural disaster provided the cancellation of the **Insured's Covered Trip** occurs more than 14 days following the **Insured's** effective date of coverage for the Pre-Departure Trip Cancellation Benefit. The **Insured** must have seven days or 75% of his/her total **Covered Trip** length or less remaining at the time the mandatory evacuation or public official evacuation advisement ends, in order to cancel or interrupt his/her **Covered Trip**. Coverage expires 21 days after the issue date of a mandatory evacuation or a public official evacuation advisement;
- q. receipt of court-issued notice to attend legal proceedings relative to an adoption, provided the person being adopted is not the **Insured**, the **Insured's Family Member** or the **Insured's Travel Companion** and the adoption proceeding is not a condition of the **Insured's** employment. The date of the scheduled adoption proceeding must be no more than seven days prior to the **Scheduled Date of Departure**;
- r. the **Insured's** or one of the **Insured's** parents'/parent's involuntary termination of employment or layoff that occurs more than 14 days after the effective date of the applicable coverage under this **Policy**. The **Insured** or one of the **Insured's** parent(s) must have been continuously employed with the same employer for two years prior to the termination or layoff. This provision is not applicable to temporary employment, independent contractors, or self-employed persons;

**Other Valid and Collectible Insurance** means any policy or contract that provides coverage for Emergency Medical Expense and Emergency Dental Expense benefits for **Covered Injury**, **Sickness**, loss, theft or damage the **Insured** incurs while on his/her **Covered Trip**.

**Parachuting** means an activity involving the breaking of a free fall from an airplane using a parachute.

Payments and Deposits mean the prepaid non-refundable amounts actually paid to the Travel Supplier for the Insured's Covered Trip. Payments and Deposits also mean forfeited, prepaid, non-refundable, non-refunded, and published airfare, Cruise, hotel, excursions, and rental car charges not made directly with the Travel Supplier, provided the appropriate Trip Cost has been insured and plan cost has been paid. The amount paid by the Insured for the Covered Trip that may be done by cash, check, credit card, prepaid vouchers or similar form of payment. The amount includes incurred change fees and administrative fees. Payments and Deposits or portions of Payments and Deposits satisfied by non-paid vouchers, non-paid certificates or discounts are not considered Payments and Deposits under this Policy. Payments for cultural, religious, wedding, business and trade event planning and services are not Payments and Deposits.

Personal Effects means items such as clothing and toiletry items that are included in the Insured's Baggage and are U-TIIV-100-A CW (03/17) Page 9 of 17

### required for the Insured's Covered Trip

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 this Individual Travel Insurance Policy, the Declarations, and any rider, endorsement, or amendment attached thereto.

**Pre-Existing Condition** means a sickness, disease, or other condition during the 180 day period immediately prior to the date the plan payment has been received by **Us** or the **Administrator** for which the **Insured**, the **Traveling Companion**, or **Family Member** who is scheduled or booked to travel with the **Insured**:

- a. received, or received a recommendation for, a diagnostic test, examination, or medical treatment; or
- b. took or received a prescription for drugs or medicine.

Item b. of this definition does not apply to a condition that is treated or controlled solely through the taking of prescription drugs or medicine and remains treated or controlled without any adjustment or change in the required prescription throughout the 90 day period before the date stipulated in SECTION II – EFFECTIVE AND TERMINATION DATES OF INSURANCE, A. EFFECTIVE DATE.

Primary Residence means an Insured's fixed, permanent and main home for legal and tax purposes.

**Quarantine** means the **Insured** is forced into medical isolation by a recognized government authority, their authorized deputies, or medical examiners due to the **Insured** either having, or being suspected of having, a contagious disease, infection or contamination while the **Insured** is traveling outside of his/her country of **Primary Residence**. An embargo preventing the **Insured** from entering a country is not a **Quarantine**.

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.

Scheduled Trip Departure City means the city from which the Insured is originally scheduled to depart on the Covered Trip.

**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**.

Spouse means the Insured's legally married spouse.

**Strike** means a stoppage of work that: (i) is an unannounced labor disagreement, (ii) interferes with the normal departure and arrival of a **Common Carrier**, and (iii) the **Insured's** Pre-Departure Trip Cancellation Benefit coverage must be effective prior to when the strike is foreseeable. A **Strike** is foreseeable on the date labor union members vote to approve a **Strike**.

 Terrorist Act means an act of violence other than civil disorder or riot, (that is not an act of war, declared or undeclared)

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that results in loss of life or major damage to property, by any person acting on behalf of or in connection with any organization that is generally recognized as having the intent to overthrow or influence the control of any government.

**Travel Supplier** means the tour operator, hotel, rental company, cruise line or airline, and similar companies that provide prepaid travel arrangements for the **Insured's Covered Trip**.

**Traveling Companion** means a person accompanying the **Insured** on the **Covered Trip** and whose name is included with the **Insured** on the same trip arrangement for the **Covered Trip**. A group or tour leader is not considered a **Traveling Companion** unless the **Insured** is sharing room **Accommodations** with the group or tour leader.

Trip Cost means the dollar amount of Covered Trip Payments and Deposits paid by the Insured prior the Schedule Date of Departure and shown on any required Application, that is subject to cancellation penalties or restrictions. Trip Cost also includes the cost of any subsequent arrangement added to the Insured's Covered Trip, after application for coverage under this plan, provided the Insured amends the Application to add such subsequent Payments and Deposits and pays any required additional plan cost prior to the Scheduled Date of Departure.

Uninhabitable means not suitable for human occupancy in accordance with local public health or safety guidelines.

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

- a. the complexity involved;
- b. the degree of professional skill required; and
- c. any other pertinent factor.

We or Our Assistance Provider will make the final determination of what is Usual and Customary based on all the circumstances.

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

### **SECTION V – GENERAL EXCLUSIONS**

Notwithstanding any other term, condition or provision 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.

We will not pay for any loss under this **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 Family Member** or **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. This exclusion does not apply to the Emergency Medical and Dental Expense Benefit;
- c. being under the influence of drugs or intoxicants, unless prescribed by a **Physician**;
- d. Normal Pregnancy including Hospitalization, 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. This exclusion does not apply to the Travel Delay Benefit;
- k. service in the armed forces of any country;
- I. nuclear reaction, radiation or radioactive contamination;
- m. operating or learning to operate any aircraft, as pilot or crew;
- n. mountain climbing, bungee jumping, skydiving, **Parachuting**, free falling, cliff diving, B.A.S.E. or base jumping, hang gliding, parasailing, or travel on any air supported device, other than on a regularly scheduled airline or air charter company, or extreme sports;
- 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/toprope anchoring equipment and pick-axes;
- p. participating in underwater activities if the depth of the water exceeds 75 feet or more or 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. failure of any tour operator, **Common Carrier**, or other travel supplier, person or agency to provide the bargained-for travel arrangements/services;
- t. a loss that results from a sickness, disease, or other condition, event or circumstance, that occurs at a time when this **Policy** is not in effect for the **Insured**;
- u. 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 this **Policy**; or
- v. 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 this **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;
- c. medical treatment during a **Covered Trip**, or arising from a **Covered Trip** undertaken for the purpose or intent of securing medical treatment;
- d. **Financial Insolvency** of the person, organization or agency that solicited this coverage for the **Insured**, or **Financial Insolvency** of the person, organization or agency that helped the **Insured** book his/her arrangements for travel with a third party, or **Financial Insolvency** for which a petition for bankruptcy was filed by a travel supplier, before the effective date for Pre-Departure Trip Cancellation Benefit. There is no coverage for **Financial Insolvency** due to fraud or negligent misrepresentation by the supplier of travel services;

The following additional exclusion applies to the Pre-Departure Trip Cancellation 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 exclusion applies to the Pre-Departure Trip Cancellation Benefit:

a. We will not pay for any loss under this **Policy**, caused by, or resulting from being unable to assume the scheduled tenancy in a booked **Accommodation** due to the **Accommodation** being made **Uninhabitable or Inaccessible** other than mandatory evacuation orders or public official evacuation advisements.

### **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, this **Policy** that offers the **Insured** the largest benefit. **We** will refund premium for any duplicate coverage.

### **SECTION VII – PREMIUMS**

PREMIUMS: Premiums are due and payable to **Us** at the rates and in the manner described in the Declarations. 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 will be refunded within 15 days.

### **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 90 days of such **Covered Loss**, or as soon thereafter as reasonably possible. The notice must name the **Insured**, and this **Policy** Number. To request a claim form, the **Insured** or the beneficiary, or someone on their behalf may contact **Us** at the Claims Administration number listed in the Aegis Go Ready Confirmation of Coverage. 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 Administrator Zurich American Insurance Company, Refer to address listed on Confirmation of Coverage provided by Aegis Go Ready

- 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.
- D. BENEFIT SPECIFIC DETAILS: Additional details on benefit-specific requirements are found in Section III Benefits.

### **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, 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
- 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 this **Insured** on behalf of the **Foreign National**.

It will then be the responsibility of this **Insured** to remit the benefit to such **Foreign National**. Payment of the benefit to this **Insured** will release **Us** from any further liability to the **Foreign National**. If this **Insured** does not remit the payment to the **Foreign National**, this **Insured** 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. This **Insured** will not be considered the beneficiary under this **Policy** if payment is made to the **Insured** in accordance with this provision.

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

### **SECTION X - 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 this **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 this **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 term or condition 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** provisions, 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, 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 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 Individual Travel Insurance Policy, the Declarations, and any rider, endorsement, or amendment attached thereto, represent the entire insurance contract.

- F. SUIT AGAINST US: No action on this **Policy** may be brought until 60 days after written Proof of Covered Loss has been sent to **Us**. Any action must commence within three years, (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.
- H. ARBITRATION: Any contest to a claim denial under this **Policy** will be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction. The arbitration will occur at the offices of the American Arbitration Association nearest to the **Insured**. The arbitrator(s) will not award consequential or punitive damages in any arbitration under this section. This provision does not apply if the **Insured** is a resident of a state where the law does not allow binding arbitration in an insurance **Policy**, but only if this **Policy** is subject to its laws. In such a case, binding arbitration does not apply. This provision bars the institution of a lawsuit by the **Insured**.
- I. MISSTATEMENT OF AGE: If the age of the **Insured** has been misstated, all amounts payable under this **Policy** shall be such as the premium paid would have purchased at the correct age.
- J. 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**.
- K. VALUATION: All premiums, limits, **Deductibles**, and other amounts under this **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 this **Policy** is stated in a currency other than United States dollars, payment under this **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.
- L. HEADINGS: The titles and headings to the various sections, subsections and endorsements of this **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.



### **Amend Exclusion n. Endorsement**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.		
Policy No. GPT 6562239 Effective Date: Refer to Confirmation of Coverage		

This endorsement modifies insurance provided under the:

### Individual Travel Insurance Policy | Aegis Trip Cancellation Plan

It is agreed that:

- I. Exclusion n. in SECTION V GENERAL EXCLUSIONS is deleted in its entirety and replaced with the following:
  - mountain climbing, bungee jumping, snow skiing outside marked trails, 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, extreme sports, snowboarding outside marked trails, heli-skiing, heli-snowboarding, heli-snowmobiling, backcountry skiing, backcountry snowboarding, or backcountry snowmobiling;



### **Amend Definition of Family Member Endorsement**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.		
Policy No. GPT 6562239 Effective Date: Refer to Confirmation of Coverage		

This endorsement modifies insurance provided under the:

### Individual Travel Insurance Policy | Aegis Trip Cancellation Plan

It is agreed that:

I. The definition of **Family Member** in SECTION IV – GENERAL DEFINITIONS is deleted in its entirety and replaced with the following:

**Family Member** means the **Insured's** or the **Insured's Traveling Companion's Spouse**, ex-**Spouse**, **Fiancé**, **Fiancé's** child, child, **Spouse's** child, **Caregiver**, son/daughter-in-law, parent(s), sibling(s), brother/sister, grandparent(s), grandchild, step-brother/sister, step-parent(s), parent(s)-in-law, brother/sister-in-law, uncle, aunt, niece, nephew, guardian, **Domestic Partner**, **Key Person**, foster child, ward, or **Service Animal**.

II. The following is added to SECTION IV – GENERAL DEFINITIONS:

**Service Animal** means any guide dog, signal dog or other animal individually trained to work or perform tasks for the benefit of an individual with a disability including but not limited to, guiding persons with impaired vision, alerting persons with impaired hearing to intruders or sounds, pulling a wheelchair or fetching dropped items. **Service Animal** will also include animals used for psychiatric or emotional support if a **Physician** certifies that such an animal is required for the **Insured** or the **Insured's Traveling Companion's** to travel.



### **Amend Definition of Other Covered Event Endorsement (Common Carrier Delay)**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.	
Policy No. GPT 6562239 Effective Date: Refer to Confirmation of Coverage	

This endorsement modifies insurance provided under the:

### Individual Travel Insurance Policy | Aegis Trip Cancellation Plan

It is agreed that:

I. Subparagraphs a and b under the **Other Covered Event** definition in SECTION IV – GENERAL DEFINITIONS are deleted in their entirety and replaced with the following:

a.

- **Common Carrier** delay or cancellation resulting from severe weather conditions; mechanical breakdown of the aircraft, ship, boat, or motor coach on which the **Insured** is scheduled to travel; organized labor **Strikes** that affect public transportation; or a Federal Aviation Administration (FAA) mandate subject to the following conditions:
- (1) the scheduled carrier connecting times must meet airline legal minimum connect times;
- (2) the scheduled time between arrival at the **Scheduled Trip Departure City** and the scheduled tour/**Cruise** departure must be two hours or longer; and
- (3) the **Common Carrier** delay or cancellation must prevent the **Insured** from reaching his/her **Destination** for at least 6 consecutive hours;

b.

arrangements canceled by an airline, cruise line, or tour operator resulting from severe weather conditions; mechanical breakdown of the aircraft, ship, boat, or motor coach; organized labor **Strikes** that affect public transportation; or a Federal Aviation Administration (FAA) mandate subject to the following conditions:

- (1) the scheduled carrier connecting times must meet airline legal minimum connect times;
- (2) the scheduled time between arrival at the **Scheduled Trip Departure City** and the scheduled tour/**Cruise** departure must be two hours or longer; and
- (3) the **Common Carrier** delay or cancellation must prevent the **Insured** from reaching his/her **Destination** for at least 6 consecutive hours;



### **Exclusion Expansion Endorsement**

Policy No. GPT 6562239	Effective Date: Refer to Confirmation of Coverage
5	6

This Endorsement modifies insurance provided under the:

### Individual Travel Insurance Policy | Aegis Trip Cancellation Plan

It is agreed that:

The following exclusions are added to SECTION V – EXCLUSIONS:

traveling against the advice or recommendations made by the United States Centers for Disease Control and Prevention (CDC) or the World Health Organization (WHO) or the United States Department of State.

The following additional exclusions applies to the Pre-Departure Trip Cancellation Benefit:

travel arrangements canceled by an airline, charter, Cruise, or tour operator, except as provided elsewhere in the Policy;

changes in plans by the Insured, a Family Member, or Traveling Companion, for any reason; unless Cancel for Any Reason is purchased;

financial circumstances of the Insured, a Family Member, or a Traveling Companion;

any government regulation or prohibition;

**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



### **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.

## **Beneficiary Designation/Change Form**



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

POLICYHOLDER INFORMA	TION				
Name of Policyholder:			Policy Numbe	Policy Number:	
INSURED INFORMATION					
Full Legal Name (First, Middle In	itial and Last):		Last 4 Digits o XXX-XX-	Last 4 Digits of SSN: XXX-XX-	
Mailing Address:	Mailing Address: City:		State:	Zip Code:	
Date of Birth (MM/DD/YYYY):	Gender:	Marital Status:	Domestic or Civ	vil Union Partner	
Email Address:		Home Phone:	Work Phone:	Cell Phone:	
BENEFICIARY INFORMATI	ON (Please check one: 🗌 De	esignate a Beneficiary OR [	☐ Change of Beneficiar	y Designation)	
It is important that your benefician than 2 primary or 4 contingent b If designating more than one	eneficiaries, please attach a	a separate sheet of paper	and include all the info		
Primary Beneficiary(ies):				-	
% Share: Relationship:	on-Spouse Individual 🗌	Trust 🔲 Estate 🗌 Cha	arity or Other Entity	SSN/Tax ID:	
Name (If an Individual, include First, Middle Initial and Last):       Date of Birth/Trust (MM/DD/Y)			Trust (MM/DD/YYYY):		
Street Address:		City:	State:	Zip Code:	
	% Share: Relationship:		arity or Other Entity	SSN/Tax ID:	
Name (If an Individual, include First, Middle Initial and Last):       Date of Birt		Date of Birth/	Trust (MM/DD/YYYY):		
Street Address:		City:	State:	Zip Code:	
Contingent Beneficiary(ies				·	
% Share: Relationship:		SSN/Tax ID:			
			Γrust (ΜΜ/DD/ΥΥΥΥ):		
Street Address:		City:	State:	Zip Code:	
% Shara: Dalationahir:			I	SSN/Tax ID:	
	% Share: Relationship:		arity or Other Entity	551N/ TAX ID.	
Name ((If an Individual, include First, Middle Initial and Last):		Date of Birth/	Trust (MM/DD/YYYY):		

Street Add	ress:	City:	State:	Zip Code:
% Share: Relationship:				SSN/Tax ID:
Name (If an Individual, include First, Middle Initial and Last): Date of Birth/T			Date of Birth/Tr	ust (MM/DD/YYYY):
Street Add	ress:	City:	State:	Zip Code:
% Share:	Relationship:	Trust 🗌 Estate 🗌 Charity	or Other Entity	SSN/Tax ID:
Name (If an Individual, include First, Middle Initial and Last):       Date of Birth/Trust (MM/DD/YYYY):			ust (MM/DD/YYYY):	
Street Address: City:		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 as the sole primary beneficiary, I represent and warrant that my spouse has consented to such designation.			mary beneficiary, l	
Insured's S	ignature:		Date (MM/DD/YY)	(Y):



### **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
Why are you receiving this Notice?	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.
What types of Information do we collect?	<ul> <li>The types of NPI we collect depend on the product or service you have with us. This information can include:</li> <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>
What do we do with the NPI we collect?	<ul> <li>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.</li> <li>These affiliates and nonaffiliated third parties include: <ul> <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> </li> <li>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</li> </ul>

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?
For our everyday business purposes – such as to process your transactions, administer insurance coverage, products or services, maintain your account, prevent fraud and report to credit bureaus	Yes	No
For our marketing purposes - to offer our products and services to you	Yes	No
For joint marketing with other financial companies	No	Not Applicable
For our affiliates' everyday business purposes – transaction and experience information	Yes	No
For our affiliates' everyday business purposes – information about your creditworthiness	No	Not Applicable
For our affiliates to market to you	Yes	No
For non-affiliates to market their products to you	No	Not Applicable

Collecting and safeguarding information		
How often do you notify me about your privacy practices?	We must notify you about our sharing practices when you receive your policy, open an account or purchase a service, and each year while you are a customer, or when significant or legal changes require a revision. Please review the privacy policy posted on our website, ZurichNA.com. It contains additional information about our practices.	
Why do you collect my NPI?	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.	
What NPI do we share?	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?"	
How do you safeguard my NPI?	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. 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.

### Key words and phrases TERMS YOU SHOULD KNOW

Definitions		
Everyday business purposes	<ul> <li>The actions necessary for financial companies like the Company to conduct business and manage customer accounts, such as:</li> <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>	
Affiliates	<ul> <li>Financial or nonfinancial companies related by common ownership or control.</li> <li>Company affiliates include insurance and non-insurance companies under common ownership with the Company and that provide insurance and non-insurance products or services.</li> </ul>	
Nonaffiliated Third Parties	<ul> <li>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.</li> <li>The Company does not share information with nonaffiliates to market their products to you.</li> </ul>	

Joint marketing	A formal agreement between nonaffiliated financial companies that together market financial products or services to you.
	The Company does not jointly market.

Changes to this Privacy Notice; contact us	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.
	If you have any questions about your contract with us, you should contact your agent. If you have questions specific to our Privacy Notice, contact our Privacy Office via mail
	(Zurich – Privacy Office, 1299 Zurich Way, Schaumburg, IL 60196) or via email at privacy.office@zurichna.com.

This Privacy Notice is sent on behalf of the following affiliated companies, which are referred to in this Privacy Notice, in the aggregate, as the "Company:"

American Guarantee and Liability Insurance Company, American Zurich Insurance Company, Colonial American Casualty and Surety Company, Empire Fire & Marine Insurance Company, Empire Indemnity Insurance Company, The Fidelity and Deposit Company of Maryland, Steadfast Insurance Company, Universal Underwriters Insurance Company, Universal Underwriters of Texas Insurance Company, Zurich American Insurance Company, Zurich American Insurance Company of Illinois, The Zurich Services Corporation (together, "the ZNA P&C Companies"), Zurich American Life Insurance Company, and Zurich American Life Insurance Company of New York.



### **Fraud Warnings Disclosure Property and Casualty Application Addendum**

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

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

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

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

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

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

#### In Kansas:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



# SANCTIONS EXCLUSION ENDORSEMENT

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

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

#### SANCTIONS EXCLUSION

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

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

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

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

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

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