

ZURICH AMERICAN INSURANCE

1299 Zurich Way Schaumburg, Illinois 60196

Having issued Accident Policy Number GTU 1293946 to cover the eligible individuals of:

Northern Michigan University

The insurance evidenced by this **Certificate** provides **ACCIDENT** insurance only. It does not provide **Coverage** for sickness. This **Certificate** describes the main features of the **Policy**, but the **Policy** is the only contract under which benefit payments are made. If there is an inconsistency between the **Certificate** and the **Policy**, the **Policy** will govern.

IMPORTANT NOTICE

THIS INSURANCE PROVIDES ACCIDENT COVERAGE ONLY THIS INSURANCE DOES NOT PROVIDE BENEFITS FOR SICKNESS

This Certificate does not provide coverage for preventive health care

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

Kristof Terryn President

Zurich American Insurance Company

Laura J. Lazarczyk Corporate Secretary

Zurich American Insurance Company

NON-PARTICIPATING

TABLE OF CONTENTS

Section I ELIGIBILITY AND EFFECTIVE DATES

Section II SCHEDULE

Section III DEFINITIONS

Section IV COVERAGES INSURED AGAINST

Section V BENEFITS INCLUDED

Section VI ADDITIONAL BENEFITS INCLUDED

Section VII GENERAL EXCLUSIONS

Section VIII GENERAL LIMITATIONS

Section IX TERMINATION

Section X HOW TO FILE A CLAIM

Section XI PAYMENT OF CLAIMS

Section XII GENERAL **POLICY** CONDITIONS

SECTION I – ELIGIBILITY AND EFFECTIVE DATES

CERTIFICATE HOLDER:

The following Active full-time named Executives domiciled in the United States and not included in any other

Class: Bradley M. Canale, Dale P. Kapla, R. Gavin Leach, Brock F. Tessman

Class II: All other Active full-time employees of the Policyholder domiciled in the United States and not included in any

other Class.

Note: If You suffer an Injury resulting in a Covered Loss and You are covered under more than one class, We will pay only one benefit, the largest benefit.

YOUR EFFECTIVE DATE OF INSURANCE:

A. For eligible individuals hired prior to February 16, 2023: The Policy effective date.

B. For eligible individuals hired on or after February 16, 2023:

The date of hire.

SECTION II - SCHEDULE

COVERAGES(S):

24 Hour Accident Protection, Business and Pleasure
Excluding Corporate Owned or Leased Aircraft,
Passenger Only H-1

24 Hour Accident Protection While on Business Trip,
Excluding Corporate Owned or Leased Aircraft,
Passenger Only H-2

Exposure and Disappearance Coverage
All
War Risk Coverage
All

BENEFITS: Classes Covered

ACCIDENTAL DEATH BENEFIT All

Principal Sum:

Class II: \$250,000 Class II: \$100,000

Aggregate Limit of Liability per Covered Accident \$1,000,000.

ACCIDENTAL DISMEMBERMENT

Classes Covered
All

AND COVERED LOSS OF USE BENEFIT

Principal Sum:

Same as above.

Coma Benefit All

ADDITIONAL BENEFITS: Classes Covered

Critical Burn Benefit All
Home Alteration And Vehicle Modification Benefit All
Rehabilitation Benefit All
Seat Belt/Air Bag Benefit All
Therapeutic Counseling Benefit All

ADDITIONAL ENDORSEMENTS

Enhanced Travel Assistance Plan

Form Number

Classes Covered All

U-VA-125-A MI (03/13)

SECTION III - DEFINITIONS

Accident or Accidental means an unforeseen event that occurs while the Policy is in force and which is the direct and independent cause of bodily injury to the You. Suicide and self-inflicted injury are not considered "Accidental."

Active and Actively at Work describes You if You are able and available for active performance of all of Your regular duties. Short term absence because of a regularly scheduled day off, holiday, vacation day, jury duty, funeral leave, or personal time off is considered Actively at Work provided You are able and available for active performance of all of Your regular duties and were working the day immediately prior to the date of Your absence.

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

Certificate means this Certificate for the Group Accident Insurance Policy.

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

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

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

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

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

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

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

Dependent means Your Spouse/Domestic Partner and Dependent Child(ren), as defined in this section.

Dependent Child(ren), if used in the **Policy**, means **Your** unmarried **Child(ren)**, and those unmarried **Child(ren)** of **Your** legally married **Spouse** who are chiefly dependent on **You** and are either: 1) less than 19 (nineteen) years of age; 2) less than twenty-five (25) 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 are incapable of self-sustaining employment by reason of mental or physical incapacity, and who are chiefly dependent on **You** for support and maintenance. **Dependent Children** includes step or foster children, or children placed for adoption with **You** from the date of the final decree of adoption,

A child is no longer considered an adopted child if placement with the **You** is disrupted prior to legal adoption or the child is removed from placement with **You**.

If the **Dependent Child(ren)** is a full-time student and a member of the Pennsylvania National Guard or any reserve component of the armed forces of the United States and is called to active duty, the Dependent Child(ren)'s coverage shall be extended for a period equal to the duration of the **Dependent Child(ren)**'s service on active duty or until the **Dependent Child(ren)** is no longer a full-time student.

Injury means a bodily Injury.

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

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

Plan means the Plan design as described on the Schedule.

Policy means the Group Accident Insurance Policy.

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

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

acrobatic or stunt flying
aerial photography
flight which requires a special permit or waiver from the
authority having jurisdiction over civil aviation, even though
granted

banner towing granted
bird or fowl herding hang gliding
crop dusting hunting

crop seeding parachuting or skydiving crop spraying pipe line inspection power line inspection

exploration racing fire fighting skywriting

flight on a rocket-propelled or rocket launched aircraft test or experimental purpose

Spouse, if used in the Policy, means Your legally married Spouse.

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

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

You, Your refers to the Insured.

SECTION IV - COVERAGES

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

Class I Only

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

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

Hazard Limitations:

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

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

Hazard Exclusions:

Coverage is not provided:

- A. If You are the pilot, operator, member of the crew or cabin attendant of any aircraft.
- **B.** Unless **We** have previously consented in writing to the use, **Coverage** is not provided for any loss, caused by, contributed to, resulting from riding in or on, boarding, or getting off:

- 1. any aircraft other than those expressly stated in this Coverage;
- 2. any aircraft Owned or Controlled by, or Under lease to the Policyholder.
- 3. any aircraft Owned or Controlled by, or Under lease to an Insured or a member of an Insured's family or household:
- **4.** any aircraft operated by the **Policyholder** or one of the **Policyholder's** employees including members of an employee's family or household;
- 5. any aircraft engaged in a Specialized Aviation Activity;
- **6.** any conveyance used for tests or experimental purposes, or in a race or speed test.

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

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

Class II Only

The Hazards insured against by the Policy are:

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

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

- A. the later of the time You leave the place where You normally work or live; and
- B. the earlier of the time You return to the place where You normally work or live.

Hazard Limitations:

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

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

Hazard Exclusions:

Coverage is not provided:

- A. If You are the pilot, operator, member of the crew or cabin attendant of any aircraft. Or
- **B.** For an assignment by the **Policyholder** or relocation that exceeds ninety (90) days in duration. Note: If an assignment exceeds ninety (90) days in duration, the location of the assignment will be considered the place of permanent assignment, and the **Insured** will then have **Coverage** when traveling elsewhere on the **Business of the Policyholder**.
- C. Unless We have previously consented in writing to the use, Coverage is not provided for any loss, caused by, contributed to, resulting from riding in or on, boarding, or getting off:
 - 1. any aircraft other than those expressly stated in this Coverage;
 - 2. any aircraft Owned or Controlled by, or Under lease to the Policyholder.
 - any aircraft Owned or Controlled by, or Under lease to an Insured or a member of the Insured's family or household;
 - **4.** any aircraft operated by the **Policyholder** or one of the **Policyholder's** employees including members of the employee's family or household;
 - 5. any aircraft engaged in a Specialized Aviation Activity;
 - **6.** any conveyance used for tests or experimental purposes, or in a race or speed test.

Hazard Definitions:

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

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

EXPOSURE AND DISAPPEARANCE COVERAGE

Classes All

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

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

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

WAR RISK COVERAGE

Classes All

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

A. the Injury does not result from war or any acts of war, whether declared or undeclared, occurring within any of the states of the United States of America (including the District of Columbia), Afghanistan, Algeria, Belarus, Burkina Faso, Central African Republic, Chad, Democratic Republic of Congo, Egypt, Guinea, Iran, Iraq, Lebanon, Libya, Mali, Nigeria, North Korea, Pakistan, Russia, Somalia, South Sudan, Sudan, Syria, Ukraine, Yemen or Your country of residence.

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

SECTION V - BENEFITS

ACCIDENTAL DEATH BENEFIT

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

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

ACCIDENTAL DISMEMBERMENT AND COVERED LOSS OF USE BENEFIT

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

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

Covered Loss of	Benefit
1. Both Hands or Both Feet	Principal Sum
2. One Hand and One Foot	Principal Sum
3. One Hand or One Foot plus the loss of Sight of One Eye	Principal Sum
4. Sight of Both Eyes	Principal Sum
5. Speech and Hearing	Principal Sum

6.	Speech or Hearing	50% of Principal Sum
7.	One Hand; One Foot; or Sight of One Eye	50% of Principal Sum
8.	Thumb and Index Finger of the same Hand	25% of Principal Sum
9.	Hearing in One Ear	25% of Principal Sum
C	d I am of Has of	

Covered Loss of Use of

1.	Four Limbs	Principal Sum
2.	Three Limbs	87% of Principal Sum
3.	Two Limbs	75% of Principal Sum
4.	One Limb	50% of Principal Sum

For purposes of this benefit:

- 1. Covered Loss means:
 - **a.** For a foot or hand, actual severance through or above an ankle or wrist joint;
 - **b.** Actual severance through or above the metacarpophalangeal joint of a thumb or index finger;
 - **c.** Total and permanent loss of sight;
 - d. Total and permanent loss of speech;
 - e. Total and permanent loss of hearing.
- 2. Covered Loss of Use means total paralysis of a Limb or Limbs, which has continued for 12 consecutive months and is determined by a competent medical authority to be permanent, complete and irreversible. Limb means an arm or a leg.

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

COMA BENEFIT

If an **Insured** suffers an **Injury** resulting in a **Covered Loss** within 180 days of a **Covered Accident**, and such **Injury** causes the **Insured** to be in a **Coma** for at least thirty-one (31) consecutive days, **We** will pay a **Coma Benefit**.

The Coma Benefit will be payable at 1% of the Insureds Principal Sum per month for the first 12 months the Insured remains in a Coma, following the initial thirty-one (31) day period. At the end of the 12 months of payment, if the Insured remains in a Coma, We will pay a lump sum benefit equal to the Principal Sum payable under the Accidental Death Benefit less the amount of the 12 months of benefit already received.

Coma will be determined by a duly licensed physician.

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

SECTION VI - ADDITIONAL BENEFITS

CRITICAL BURN BENEFIT

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

- 1. You have received second degree or higher burns over 25% of Your body; and
- 2. You have undergone reconstructive surgery to treat the burned areas of the body; and
- 3. the reconstructive surgery has taken place within 180 days of the occurrence of the **Injury**.

HOME ALTERATION AND VEHICLE MODIFICATION BENEFIT

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

- 1. You are required to use a wheelchair to be ambulatory on a permanent basis; and
- 2. the Injury that caused the payment of the Accidental Dismemberment and Covered Loss of Use Benefit is the same Injury that requires You to need the wheelchair.

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

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

Benefits will not be payable unless:

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

The maximum amount payable under all provisions of this benefit combined will be the lesser of 10% of **Your Principal Sum** or \$25,000.

REHABILITATION BENEFIT

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

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

Rehabilitation Training means a treatment program that:

- 1. is prescribed by a licensed physician, acting within the scope of his or her license prior to the provision of services;
- 2. is required due to Your Injury; and
- 3. prepares You for an occupation which You would not have engaged in except for the Injury.

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

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

SEAT BELT/AIR BAG BENEFIT

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

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

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

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

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

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

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

THERAPEUTIC COUNSELING BENEFIT

If You suffer an Injury resulting in a Covered Loss, which is payable under the Accidental Dismemberment and Covered Loss of Use Benefit, and You require Therapeutic Counseling, We will reimburse the actual expense for such counseling to the individual who incurs the expense, provided:

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

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

The maximum amount payable under this benefit is \$1,500 for any one Covered Accident.

SECTION VII – GENERAL EXCLUSIONS

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

- 1. war or any act of war, whether declared or undeclared;
- 2. involvement in any type of active military service;
- 3. illness or disease, regardless of how contracted, medical or surgical treatment of illness or disease; or complications following the surgical treatment of illness or disease; except for **Accidental** ingestion of contaminated foods;
- 4. any loss to which a contributing cause was the insured's commission of or attempt to commit a felony or to which a contributing cause was the insured's being engaged in an illegal occupation or other willful criminal activity including being intoxicated while operating a motor vehicle. You will be conclusively presumed to be intoxicated if the level of alcohol in Your 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. An autopsy report from a licensed medical examiner, law enforcement officer reports, or similar items will be considered proof of Your intoxication.
- 5. travel or flight in any aircraft except to the extent stated in the Coverage Section;

SECTION VIII - GENERAL LIMITATIONS

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

Limitation on Multiple Benefits. If You can recover benefits under more than one of the following benefits: Accidental Death Benefit, Accidental Dismemberment and Covered Loss of Use Benefit, Coma Benefit as a result of the same Accident, the most We will pay for these benefits in total is Your Principal Sum.

Limitation on Multiple Hazards. If You suffer a Covered Loss that is covered under more than one Hazard, We will pay only one benefit, the largest benefit.

Aggregate Limit. We will not pay more than the Aggregate Limit of Liability stated in the Schedule.

SECTION IX - TERMINATION OF INSURANCE

Your Insurance. Your insurance automatically terminates on the earliest of:

- 1. the date the **Policy** is terminated;
- 2. the date You cease to be eligible for insurance;
- 3. the expiration date of the period for which required premium has been paid for You;
- 4. the date You fail to pay the required premium, if You are so required;
- 5. the date You retire.

SECTION X - HOW TO FILE A CLAIM

- A. Notice. You or Your beneficiary, or someone on Your behalf, must give Us written notice of the Covered Loss within ninety (90) days of such Covered Loss. The notice must name the Covered Person who sustained the Injury, You, and the Policy Number. To request a claim form, You or Your beneficiary, or someone on Your behalf may contact Us at 1-866-841-4771. The notice must be sent to the Claims Department, Zurich American Insurance Company, P.O. Box 968041, Schaumburg, IL 60196, 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 extent of 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**, must be sent within ninety (90) days of the **Covered Loss**. Failure to furnish proof of **Covered Loss** within such time will neither invalidate nor reduce any claim if it was not reasonably possible to furnish the proof of **Covered Loss** and the proof was provided as soon as reasonably possible

SECTION XI - PAYMENT OF CLAIMS

- A. Time of Payment. We will pay claims for all Covered Losses, other than Covered Losses for which the Policy provides any periodic payment immediately upon receipt of written proof of loss Unless an optional periodic payment is stated or chosen, any Covered Loss to be paid in periodic payments will be paid at the end of each four-week period. The unpaid balance, which remains when Our liability ends, will then be paid when We receive the proof of Covered Loss
- B. Who We Will Pay.
 - 1. Your Loss of Life. Covered Losses resulting from Your 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 You, We will pay the benefit to the beneficiary named by You for the Policyholder's Group Life Insurance policy. If there is no beneficiary named by You for the Policyholder's Group Life Insurance policy, or the named beneficiary predeceases or dies at the same time as You, We will pay the benefit to Your survivors in the following order:
 - a. Your legally married Spouse or Domestic Partner;
 - b. Your Child(ren);
 - c. Your parents;
 - **d.** Your brothers and sisters;
 - e. Your estate.
 - 2. All Other Claims. Benefits are to be paid to You.
- C. Physical Examination and Autopsy. We have the right to examine You when and as often as We may reasonably request while the claim is pending. Such examination will be at Our expense. We can have an autopsy performed unless forbidden by law.
- D. Choice of Service Provider. You have the sole right to choose Your duly licensed physician and hospital.

SECTION XII - GENERAL POLICY CONDITIONS

- A. Beneficiaries. You have the sole right to name a beneficiary. The beneficiary has no interest in the Policy other than to receive certain payments. You may change the beneficiary at any time unless You have assigned the interest in the Policy. In such case, the person to whom You have assigned the interest in the Policy may have the right to change the beneficiary. Consent to a change by a prior beneficiary is not needed unless the previous beneficiary was designated as irrevocable. Any beneficiary designation must be in writing
- **B.** Change or Waiver. A change or waiver of any terms or conditions of the Policy must be issued by Us in writing and signed by one of Our executive officers. No agent has authority to change or waive Policy terms or conditions. A failure to exercise any of Our rights under the Policy will not be deemed as a waiver of such rights in the same or future situations.
- C. Clerical Error. A clerical error or omission will not increase or continue Your Coverage which otherwise would not be in force. If You apply for insurance for which You are not eligible, We will only be liable for any premiums paid to Us.
- **D.** Conformity with Statute. Terms of the Policy that conflict with the laws of the state where it is delivered are amended to conform to such laws.
- E. Suit Against Us. No action on the Policy may be brought until sixty (60) days after written proof of Covered Loss has been sent to Us. Any action must commence within three (3) years, (five (5) years in Kansas and Tennessee; and six (6) years in South Carolina and Wisconsin) of the date the written proof of Covered Loss was required to be submitted. If the law of the U-VA-102-B MI (08/17)

- state where **You** live 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.
- F. Time Limit on Certain Defenses. In the absence of fraud, statements made by the Policyholder or a Covered Person 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 three (3) years from the date coverage starts no such statement (except age) will cause this Policy to be contested.
- **G.** Assignment of Interest. A transfer of interest is binding when We receive reasonable written notice We have no duty to confirm that a transfer is valid.
- H. Reinstatement. If any renewal premium is not paid within the time granted the Insured for payment, a subsequent acceptance of premium by Us or by an agent duly authorized by Us to accept the premium, without requiring in connection with the acceptance of the premium an application for reinstatement, is a reinstatement of the policy. However, if We or Our agent requires an application for reinstatement and issues a conditional receipt for the premium tendered, the Policy is reinstated upon approval of the application by Us or, if not approved by Us, on the forty-fifth day after the date of the conditional receipt unless We have previously notified the Insured in writing of its disapproval of the application. Under the reinstated policy, We will cover only loss resulting from accidental injury that is sustained after the date of reinstatement. In all other respects, We and the Insured have the same rights under the Policy as they had under the Policy immediately before the due date of the defaulted premium, subject to any provisions endorsed on the policy or attached to the policy in connection with the reinstatement. We will apply any premium accepted in connection with a reinstatement to a period for which premium has not been previously paid, but not to any period more than 60 days before the date of reinstatement.

Northern Michigan University GTU 1293946 Effective: February 16, 2023



ZURICH AMERICAN INSURANCE COMPANY

1299 Zurich Way Schaumburg, Illinois 60196

This endorsement, effective <u>February 16, 2023</u>, forms a part of **Policy** No. <u>GTU 1293946</u>, issued to <u>Northern Michigan</u> University.

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

THIS ENDORSEMENT DOES NOT PROVIDE COVERAGE FOR SICKNESS OR PREVENTIVE HEALTH CARE EXCEPT FOR ILLNESS WHILE ON A COVERED TRIP

This endorsement modifies insurance provided under the Group Accident Policy.

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

ENHANCED TRAVEL ASSISTANCE PLAN

This Enhanced Travel Assistance Plan will apply to the following **Covered Persons** when on a **Covered Trip**: the **Insured**. The transportation and/or services provided under this Enhanced Travel Assistance Plan must be pre-authorized by **Us** or **Our Assistance Provider**. This Enhanced Travel Assistance Plan consists of the following benefits:

ENHANCED TRAVEL ASSISTANCE PLAN BENEFITS

Hospital Admission/Medical Expense Guarantee

If a Covered Person is Injured or III on a Covered Trip and incurs a Hospital Admission Guarantee Charge and/or a Medical Expense Guarantee Charge, We or Our Assistance Provider will pay the actual expenses incurred for guarantee of payment to the hospital or the medical provider. The maximum amount We or Our Assistance Provider will pay for the Hospital Admission/Medical Expenses Guarantee is \$10,000.

Medical Evacuation Benefit

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

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

Medical Repatriation Benefit

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

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

U-VA-125-B MI (09/17) Page 1 of 4

Non-Medical Repatriation Benefit

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

Return of Remains Benefit

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

Visit to Hospital Benefit

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

Escort Services Benefit

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

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

Dispatch of a Physician or Specialist Benefit

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

TRAVEL ASSISTANCE PLAN EXCLUSIONS

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

- 1. the Covered Trip was undertaken for the specific purpose of securing medical treatment;
- 2. We or Our Assistance Provider did not pre-authorize the transportation and/or services;
- 3. the Covered Trip was undertaken against the advice of a physician or medical practitioner;
- **4.** the costs incurred are not necessary and/or are excessive. **We** or **Our Assistance Provider** will make that determination based on all the circumstances;

U-VA-125-B MI (09/17) Page 2 of 4

- **5.** with respect to the Medical Evacuation Benefit, the medical care which is being provided is consistent with **Western Medical Standards**. **We** or **Our Assistance Provider** will make that determination based on all the circumstances:
- **6.** with respect to the Medical Evacuation Benefit, it is not medically necessary to transport the **Covered Person** to another hospital or medical facility. **We** or **Our Assistance Provider** will make that determination based on all the circumstances:
- 7. based upon the medical condition of the Covered Person and/or the local conditions and circumstances, We or Our Assistance Provider determines that the medical evacuation or repatriation or non-medical repatriation is not appropriate. We or Our Assistance Provider will make that determination based on all the circumstances;

ENHANCED TRAVEL ASSISTANCE PLAN DEFINITIONS

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

Assistance Provider means Zurich Travel Assist.

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

Hospital Admission Guarantee Charge means any charge or expense made by a hospital prior to and as a condition of a **Covered Person's** admission to that hospital.

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

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

Medical Expense Guarantee Charge means any charge or expense made by a medical provider other than a hospital prior to and as a condition of a **Covered Person** being provided with the medical service or treatment by that provider.

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

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

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

ENHANCED TRAVEL ASSISTANCE PLAN - OTHER PROVISIONS

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

Changes to the Enhanced Travel Assistance Plan

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

Coverage Territory

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

Notice

To contact **Us** or **Our Assistance Provider** regarding this Enhanced Travel Assistance Plan, the **Covered Person** or their legal representative must call 1-800-263-0261 from the U.S. or Canada; and collect from anywhere else in the world at +1-416-977-0277.

U-VA-125-B MI (09/17) Page 3 of 4

Reservation of Rights

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

Right of Recovery

We may to recover any benefits which We have paid under this Enhanced Travel Assistance Plan if the Policyholder or Covered Person recovers any money from a third party for the expenses incurred by the Policyholder or Covered Person which were covered under this Enhanced Travel Assistance Plan. We will be reimbursed from such recovery and We will have a lien against that recovery. We have the right to recover any benefits from the Policyholder or Covered Person for transportation services and/or expenses, which were not covered under this Enhanced Travel Assistance Plan.

Scope

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

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

Endorsement No. as issued with policy.

Effective Date: February 16, 2023 Attached to and forming a part of **Policy** No. GTU 1293946

Signed for by Zurich American Insurance Company:

January 26, 2023

President Date

U-VA-125-B MI (09/17) Page 4 of 4



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 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

U-GU-1192-A CW (03/15) Page 1 of 1



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.

Why are you receiving 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?

The types of NPI we collect depend on the product or service you have with us. This information can include:

- 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;
- Information about your transactions with the Company and its affiliates;
- Information about your insurance coverage, premiums, claims history, and payment history;
- Data from insurance support organizations, government agencies, insurance information sharing bureaus;
- Property information and similar data about you or your property, such as property appraisal reports; and
- Information we receive from a consumer reporting agency or insurance information sharing bureau, such as a credit or fraud report.

When your relationship with us ends, we may continue to share information about you as described in this Privacy Notice.

What do we do with the NPI we collect?

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.

These affiliates and nonaffiliated third parties include:

- Financial service providers, such as banks and other insurance companies;
- Non-financial companies, such as medical providers and nonaffiliated service providers that perform marketing services on our behalf; and
- Others, such as consumer reporting agencies and insurance information sharing bureaus.

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).

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 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 an	d phrases	TERMS YOU SHOULD KNOW
Definitions		
Everyday purposes	business	The actions necessary for financial companies like the Company to conduct business and manage customer accounts, such as:
		Processing transactions, mailing and auditing services;
		Administering insurance coverage, product, services or claims;
		Providing information to credit bureaus;
		Protecting against fraud;
		Responding to court/governmental orders or subpoenas and legal investigations; and
		Responding to insurance regulatory authorities.
Affiliates		Financial or nonfinancial companies related by common ownership or control.
		Company affiliates include insurance and non-insurance companies under common ownership with the Company and that provide insurance and non-insurance products or services.

Nonaffiliated Parties	Third	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. • The Company does not share information with nonaffiliates to market their products to you.
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 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.