

# Blanket Accident Insurance Policy



**ZURICH AMERICAN INSURANCE COMPANY**

1299 Zurich Way  
Schaumburg, Illinois 60196

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

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

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

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

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

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

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

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

A handwritten signature in black ink, appearing to read 'Tom W.', written over a horizontal line.

President

A handwritten signature in black ink, appearing to read 'Laura J. Kargaczynski', written over a horizontal line.

Corporate Secretary

## PLEASE READ THIS POLICY CAREFULLY

If the **Policyholder** has a question about coverage under this **Policy** or about a claim, the **Policyholder** should contact **Bob McCloskey Insurance** at the address shown in item "X. Reporting and Notice Addresses" of SECTION I - SCHEDULE of this **Policy** or Toll-Free at 800-445-3126. If the **Policy** was issued or delivered by an agent or broker, the **Policyholder** should contact the agent or broker for assistance. If **We, Our** agent or broker, or any other representative of **Ours** has failed to produce a satisfactory resolution to the problem, the **Policyholder** should contact the California Department of Insurance, Consumer Services Division, 300 S. Spring Street, Los Angeles, CA 90013; Toll Free Number: 1-800-927 HELP.

**NON-PARTICIPATING**

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SECTION I - SCHEDULE

- I. **POLICYHOLDER:** Point Loma Nazarene University Foundation  
3900 Lomaland Drive  
San Diego, CA 92106
- II. **POLICY NUMBER:** MCB 0552926
- III. **POLICY INCEPTION DATE:** August 1, 2022
- IV. **POLICY PERIOD:** August 1, 2022 to August 1, 2023  
(All Insurance begins and ends at 12:01 a.m. at the **Policyholder's** address)

V. **CONTRACT SITUS:** California

VI. **ELIGIBILITY AND CLASSIFICATION OF INSUREDS:**

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

- Class I: All Registered Students of the **Policyholder**.
- Class II: All Registered Intercollegiate Student Athletes, Student Managers, Student Trainers, Student Coaches and Prospective Student Athletes of the **Policyholder**.

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

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

Class I: While participating in any **Policyholder** sponsored and supervised student activities and interscholastic sports excluding football; traveling directly and uninterruptedly to and from such activity with other members as a group. Such travel must be supervised by an authorized representative of the school; traveling directly and uninterruptedly to or from the **Insured's** residence and the meeting place for the purpose of participating in a school sponsored and supervised activity.

Class II: While participating in sponsored and supervised NCAA activities of the **Policyholder** such as: practices and games (including exhibition games); fund raisers, off-season training or conditioning sessions; traveling as a group or as a member of a team; traveling directly, and without interruption, between the **Insured** person's home or residence and a scheduled game or practice session.

**Prospective Student Athlete Coverage:** documented Guest/Recruits are covered while they are traveling to or from campus, while visiting campus, or facility of **Policyholder** at the expense and invitations of the **Policyholder**.

**Covered Sports include:**

- Men's:** baseball, basketball, soccer and tennis;
- Women's:** basketball, cross country, golf, soccer, tennis, track & field, and volleyball.

VIII. **AGGREGATE LIMIT OF LIABILITY:** \$500,000 per **Covered Accident**

The **Aggregate Limit of Liability** shall apply only to the portion of insurance purchased by the **Policyholder**. If both **Non-Contributory** and **Contributory** benefits are included, the **Aggregate Limit of Liability** will only apply to the **Non-Contributory** benefits. In accordance with the laws of California, the minimum benefit amount payable for each **Insured** suffering the **Covered Loss** is as follows:

- A. \$1,000.00 for Accidental Death.
- B. \$ 500.00 for Accidental Single Dismemberment.
- C. \$1,000.00 for Accidental Double Dismemberment.

IX. **BENEFITS:**

BENEFITS	CLASS COVERED	COVERAGE AMOUNT	FORM NUMBER
Accidental Death Benefit	All	\$10,000	U-BMC-300-D CA (03/20)
Accidental Dismemberment Benefit	All	\$10,000	U-BMC-300-D CA (03/20)
Exposure and Disappearance Benefit	All	\$10,000	U-BMC-300-D CA (03/20)

Accident Medical Expense Benefit (With Non-Duplication of Benefits – Integrated)	All	See Benefit Rider	U-BMC-340-A CA (11/14)
Heart Failure Benefit	All	\$25,000	U-BMC-343-B CW (09/12)

X. REPORTING AND NOTICE ADDRESSES:

Claim Reporting:  
 Claims Department  
 Bob McCloskey Insurance  
 P.O. Box 511  
 Matawan, NJ 07747  
 800-445-3126

XI. PREMIUMS:

Premium: Class I: \$78,740 (\$31 per student based on an enrollment of 2,540)  
 Class II: \$ 9,374 per year  
**Total Premium Due:** \$88,114.00 per year  
 Benefits under this **Policy** are **Non-Contributory**.

SECTION II – ELIGIBILITY AND EFFECTIVE DATES OF INSURANCE

INSURED'S EFFECTIVE DATE

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

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

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

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

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

SECTION III – DEFINITIONS

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

**Active** means the **Insured** is able and available to perform all of his or her regular duties and is in good standing, according to the rules of the **Policyholder**.

**Aggregate Limit of Liability** means the total Accidental Death Benefit, Accidental Dismemberment Benefit, Exposure and Disappearance Benefit and Heart Failure Benefit, **We** will pay for a **Covered Accident** set forth in the Schedule. For purposes of the **Aggregate Limit of Liability** provision, a **Covered Accident** will arise out of a single event and include a resulting **Covered Loss**. 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.

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

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

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

**Covered Injury** means bodily injury caused by **Accidental** means, results from a **Covered Accident** and occurs while the **Insured** is insured under this **Policy** and participating in a **Covered Activity** that results in a **Covered Loss**.

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

**Domestic Partner** means a person who qualifies as a domestic partner under the law of the State of California. A domestic partnership is established between the **Domestic Partner** and the **Insured** when both persons file a Declaration of Domestic Partnership with the Secretary of State pursuant to the California Family Code or an equivalent document issued by a local agency of California, another state, or a local agency of another state under which the domestic partnership was created.

To be active, the **Insured** will not have completed a Termination of Domestic Partner status form with respect to the **Domestic Partner** who is to be covered under this **Policy**.

**Foreign National** means a person who is a citizen of a country or other jurisdiction other than the United States of America and who is not a resident of the United States of America.

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

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

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

**Physician** means a person who is:

1. a doctor of medicine, osteopathy, psychology or other legally qualified practitioner that **We** are required by law to recognize and who is performing services covered under this **Policy**;
2. licensed to practice in the jurisdiction where care is being given;
3. practicing within the scope of that license; and
4. not related to the **Insured** by blood or marriage.

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

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

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

**Spouse** means the **Insured's** legally married **Spouse** or registered **Domestic Partner**.

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

#### SECTION IV – GENERAL EXCLUSIONS

A loss will not be a **Covered Loss** if it is caused by:

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

## SECTION V – GENERAL LIMITATIONS

Benefits are payable only for **Covered Losses** incurred as a result of participation in **Covered Activities**. A loss will not be a **Covered Loss** under this **Policy** if it is caused by the **Insured's** participation in a team sport or athletic activity that is not one of the **Covered Activities** of this **Policy**.

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

**LIMITATION ON MULTIPLE COVERED ACTIVITIES:** If an **Insured** suffers a **Covered Loss** while participating in more than one **Covered Activity**, **We** will pay only one benefit, the largest benefit.

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

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

## SECTION VI – PREMIUMS

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

## SECTION VII - TERMINATION OF INSURANCE

### A. POLICY RENEWAL AND TERMINATION:

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

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

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

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

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

## SECTION VIII - HOW TO FILE A CLAIM

- A. **NOTICE:** The **Insured** or the beneficiary, or someone on their behalf, must give **Us** written notice of the **Covered Loss** within ninety (90) days of such **Covered Loss**, or as soon thereafter as reasonably possible. The notice must name the **Insured**, and the Policy Number. To request a claim form, the **Insured** or the beneficiary, or someone on their behalf may contact Bob McCloskey Insurance at 800-445-3126. The notice must be sent to the address shown on the Schedule, or any of **Our** agents. Notice to **Our** agents is considered notice to **Us**.

- B. CLAIM FORMS: **We**, upon receipt of a written notice of claim, will furnish to the claimant such forms as are usually furnished by **Us** for filing proofs of loss. If such forms are not furnished within fifteen (15) days after the giving of such notice the claimant shall be deemed to have complied with the requirements of this **Policy** as to proof of loss upon submitting, within the time fixed in this **Policy** for filing proofs of loss, written proof covering the occurrence, the character and the extent of the loss for which claim is made.
- 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 and in no event, except in the absence of legal capacity, later than one year from the time proof is otherwise required.

#### 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, 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. 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 beneficiary named by the **Insured** for the **Insured's** Life Insurance policy. If there is no beneficiary named by the **Insured** for the **Insured's** Life Insurance policy, or the named beneficiary predeceases or dies at the same time as the **Insured**, **We** will pay the benefit to the **Insured's** survivors in the following order:
    - a. the **Insured's** Spouse or **Domestic Partner**;
    - b. the **Insured's** child(ren);
    - c. the **Insured's** parents;
    - d. the **Insured's** brothers and sisters;
    - e. the **Insured's** estate.
  2. ALL OTHER CLAIMS: Benefits are to be paid to the **Insured**. Benefits are to be paid to the **Insured**. He or she may direct in writing that all, or part of the Accident Medical Expense Benefit, if applicable, will be paid directly to the party who furnished the service. The direction may be changed by the **Insured** at any time up to the filing of the Proof of Covered Loss.
  3. Any payment **We** make will fully discharge **Us** to the extent of that payment.

#### SECTION X - GENERAL POLICY CONDITIONS

- A. BENEFICIARIES: The **Insured** has the sole right to name a beneficiary. The beneficiary has no interest in the **Policy** other than to receive certain payments. Unless an irrevocable beneficiary is named, The **Insured** may change the beneficiary at any time unless he or she has assigned the interest in the **Policy**. In such case, the person to whom he or she has assigned the interest in this **Policy** may have the right to change the beneficiary. Consent to a change by a prior beneficiary is not needed. Any beneficiary designation must be in writing.
- B. CHANGE OR WAIVER: A change or waiver of any terms or conditions of this **Policy** must be issued by **Us** in writing and signed by one of **Our** executive officers. No agent has authority to change or waive **Policy** terms or conditions. A failure to exercise any of **Our** rights under this **Policy** will not be deemed as a waiver of such rights in the same or future situations.
- C. CLERICAL ERROR: A clerical error or omission will not increase or continue an **Insured's** coverage, which otherwise would not be in force. If an **Insured** applies for insurance for which he or she is not eligible, **We** will only be liable for any premiums paid to **Us**.
- D. CONFORMITY WITH STATUTE: Terms of this **Policy** that conflict with the laws of the state in which the **Insured** resides on the **Policy** effective date are amended to conform to such laws.
- E. ENTIRE CONTRACT: This **Policy**, the **Policyholder** application, **Insured** enrollment materials, Benefit Riders, and any other attachments constitute the entire contract between the parties, and no statement made by the **Policyholder** or by any individual whose eligibility has been accepted by **Us** shall avoid the insurance or reduce the benefits under this **Policy** or be used in defense to a claim hereunder.

No change in this **Policy** shall be valid unless approved by an executive officer of **Ours** and unless such approval be endorsed hereon or attached hereto. No agent has authority to change this **Policy** or to waive any of its provisions

- F. **INSURED CERTIFICATES:** Where required by state law, **We** will make available certificates containing a summary of terms that affect benefits.
- G. **LEGAL ACTION:** No action at law or in equity shall be brought to recover on this **Policy** prior to the expiration of sixty (60) days after written proof of loss has been furnished in accordance with the requirements of this **Policy**. No such action shall be brought after the expiration of three (3) years after the time written proof of loss is required to be furnished.
- H. **PHYSICAL EXAMINATION AND AUTOPSY:** **We** have the right to examine the person of the **Insured** when and as often as **We** may reasonably request while the claim is pending. Such examination will be at **Our** expense. **We** can have an autopsy performed unless forbidden by law.
- I. **POLICYHOLDER RECORDS:** The **Policyholder** will keep a record of the coverage, premium and other pertinent administrative information for each **Insured**, which will be deemed to be a part of the **Policy**. **We** may examine these records at reasonable times while the **Policy** is in force and for six years after the termination of the **Policy**. The **Policyholder** will report to **Us** within a reasonable time all changes in information regarding an **Insured**. The **Policyholder** will indemnify **Us** for any benefits or other payments that are caused in whole or in part by the **Policyholder's** negligence or error in performing the record keeping function.
- J. **CHOICE OF SERVICE PROVIDER:** The **Insured** has the sole right to choose his or her duly licensed **Physician** and hospital.
- K. **ARBITRATION:** Any contest to a claim denial under this **Policy** will be settled by binding 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. A single arbitrator will be mutually selected and the arbitration will occur at a mutually agreed to time and place. The arbitrator(s) will not award consequential or punitive damages in any arbitration under this section. The Arbitration, including judicial review and enforcement of any awards (or dismissals), will be governed pursuant to California law. 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**.
- L. **TIME LIMIT ON CERTAIN DEFENSES:** After three (3) years from the date of issue of this **Policy**, no misstatement of the **Policyholder**, except a fraudulent misstatement, made in the **Policyholder's** application shall be used to void the **Policy**; and after three (3) years from the effective date of the coverage with respect to which any claim is made no misstatement of any individual eligible for coverage under the **Policy**, except a fraudulent misstatement, made in an application under the **Policy** shall be used to deny a claim for loss incurred or disability commencing after expiration of such three (3) years.
- M. **COMMUTATION OF LOSSES:** This **Policy** may be commuted through mutual agreement by the **Policyholder** and Zurich American Insurance Company. As of the commutation date both parties agree to release each other from any and all obligations to each other in connection with this **Policy** provided that the amount mutually agreed by both parties is paid at the time of commutation.
- P. **NEW ENTRANTS.** All new members in the groups or classes eligible for insurance under this **Policy** will be added to such eligible groups or classes from time to time.

## SECTION XI – BENEFITS

### ACCIDENTAL DEATH BENEFIT

If an **Insured** suffers a loss of life as a result of a **Covered Injury**, **We** will pay the applicable amount shown in the Schedule. The death must occur within 365 days of the **Covered Injury**. In accordance with the laws of California, the Accidental Death Benefit will not be less than \$1,000.00.

### ACCIDENTAL DISMEMBERMENT BENEFIT

If a **Covered Injury** to an **Insured** results in any of the following **Covered Losses**, **We** will pay the percentage shown below. The **Covered Loss** must occur within 365 days of the **Covered Accident**. In accordance with the laws of California, a single dismemberment benefit amount will not be less than \$500.00 and a double dismemberment benefit amount will not be less than \$1,000.00.

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

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

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

**Covered Loss** means:

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

**Plegia** means a permanent, complete and irreversible loss of voluntary movement that affects motor function of one (1) or more **Limbs**. Proof of total **Plegia** may be required by **Us** on a periodic basis. Benefits are not payable for paralysis caused by a stroke.

This benefit is payable based on the following table.

<b>PLEGIA OF</b>	PERCENTAGE OF MAXIMUM AMOUNT
Quadriplegia (total paralysis of all four <b>Limbs</b> )	100%
Triplegia (total paralysis of three <b>Limbs</b> )	75%
Paraplegia (total paralysis of both lower <b>Limbs</b> )	66.67%
Hemiplegia (total paralysis of upper and lower <b>Limbs</b> on one side of the body)	50%
Uniplegia (total paralysis of one <b>Limb</b> )	25%

**Plegia** must continue for 12 consecutive months and be determined by **Our** competent medical authority.

#### EXPOSURE AND DISAPPEARANCE BENEFIT

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

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

# Accident Medical Expense Benefit

(With Non-Duplication of Benefits-Integrated)



Zurich American Insurance Company  
 1299 Zurich Way  
 Schaumburg, Illinois 60196

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

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

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

Benefit	Maximum Benefit per Insured per Covered Accident	Deductible per Insured per Covered Accident
<b>Accident Medical</b>	Class I: \$25,000 Class II: \$90,000	Class I: \$0 Class II: \$25,000* * (deductible must be met within the first two (2) years of the Covered Injury)

**We will pay the Reasonable and Customary Charges for Medically Necessary Covered Medical Service(s)** incurred by the **Insured** resulting from a **Covered Accident** while participating in a **Covered Activity**, up to the Maximum Benefit shown on the Schedule. Coverage is provided in excess of the deductible shown in the above **Accident Medical Expense Schedule** provided that:

1. the first treatment or service occurs within one hundred eighty (180) days of the **Covered Injury**; and
2. the medical expenses are incurred within one hundred four (104) weeks of the **Covered Injury**.

For this benefit only, the following definitions apply:

**Accident Dental** means the benefit provided for an **Insured** for **Medically Necessary** covered dental treatment resulting from a **Covered Injury**.

**Accident Medical** means the benefit provided for an **Insured** for a **Medically Necessary Covered Medical Services**.

**Covered Medical Service(s)** means any of the following services when **Medically Necessary** and resulting from a **Covered Injury**:

1. **Hospital** room and board expenses: the daily room rate when an **Insured** is **Hospital Confined** and general nursing care is provided and charged for by the **Hospital**. In computing the expenses payable under this benefit, the date of admission will be counted but not the date of discharge.
2. Ancillary **Hospital** expenses: services and supplies including operating room, laboratory tests, anesthesia and medicines (excluding take home drugs) when **Hospital Confined**.
3. Medical emergency care (room and supplies) expenses incurred within twenty-four (24) hours of an **Accident** and including the attending **Physician's** charges, X-rays, laboratory procedures, use of the emergency room and supplies.
4. Outpatient surgical room and supply expenses for use of the surgical facility.
5. Outpatient diagnostic X-rays, laboratory procedures and tests.
6. **Physician** non-surgical treatment/examination expenses (excluding medicines) including the **Physician's** initial visit, each necessary follow-up visit and consultation visits when referred by the attending physician.
7. **Physician's** surgical expenses: If a **Covered Injury** requires multiple surgical procedures during the same operative session through the same or different incision, **We** will pay only one benefit, the largest of the procedures performed.

8. Assistant physician expenses.
9. The services of a registered nurse (the nurse cannot be a member of the **Insured's** immediate family).
10. Anesthesiologist expenses for pre-operative screening and administration of anesthesia during a surgical procedure whether on an inpatient or outpatient basis.
11. Outpatient laboratory test expenses.
12. Physiotherapy expenses on an inpatient or outpatient basis. Expenses include treatment and office visits connected with such treatment when prescribed by a **Physician**, including diathermy, ultrasonic, whirlpool, or heat treatments, adjustments, manipulation, massage or any form of physical therapy.
13. X-ray expenses (including reading charges).
14. Radiological procedures.
15. Diagnostic imaging expenses including Magnetic Resonance Imaging (MRI) and Computed Axial Tomography (CAT) Scan.
16. Ambulance expenses for transportation from the emergency site to the **Hospital**.
17. Rehabilitative braces or appliances prescribed by a **Physician**. It must be durable medical equipment that:
  - a. is primarily and customarily used to serve a medical purpose;
  - b. can withstand repeated use; and
  - c. generally is not useful to a person in the absence of Injury.
 No benefits will be paid for rental charges in excess of the purchase price.
18. Prescription drug expenses, for **Covered Injuries**, prescribed by a **Physician** and administered on an outpatient basis.
19. Medical equipment rental expenses for a wheelchair or other medical equipment that has therapeutic value for an **Insured**. **We** will not cover computers, motor vehicles or modifications to a motor vehicle, ramps and installation costs, eyeglasses and hearing aids.
20. Expenses for blood and blood transfusions; oxygen and its administration.
21. Treatment resulting from complications of pregnancy due to a **Covered Injury**.
22. Dental treatment for teeth, gums or structures directly supporting the teeth performed as a result of a **Covered Injury**.

**Hospital** means an institution which:

1. operates pursuant to law;
2. primarily and continuously provides medical care and treatment to sick and injured persons on an inpatient basis;
3. operates facilities for medical and surgical diagnosis and treatment by or under the supervision of **Physicians**; and
4. provides 24-hour nursing service by or under the supervision of registered graduate nurses (R.N.).

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

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

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

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

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

**Integrated** means that we will pay the **Reasonable and Customary Charges**, reduced by the payment by any other insurance. Payment by any other insurance may also reduce or satisfy the deductible amount of the Policy.

**Medically Necessary** means a medical or dental service, supply or course of treatment which:

1. is ordered or prescribed by a **Physician**; and

2. could not be eliminated without adversely affecting the patient's condition.

**Reasonable and Customary Charge** means the lesser of:

1. the charge made by **Physicians** or other health care providers for a given service or supply; or
2. the prevailing charge made by **Physicians** or other health care providers for a given service or supply in the geographical area where it is furnished.

#### **EXCLUSIONS:**

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

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

#### **INTEGRATED NON-DUPLICATION OF BENEFITS PROVISION**

This **Policy** shall only pay pursuant to the terms and conditions of this **Policy** and no other policy.

**We** will pay the **Reasonable and Customary Charges**, reduced by the payment by any other valid and collectible individual, group, or blanket insurance policy or contract, hospital or medical service program, or group-practice prepayment plan, except for automobile medical payments insurance, paid on an expense incurred provision of service basis. This **Policy** will recognize payment by any other valid and collectible insurance as reducing or satisfying the deductible amount of this **Policy**. In no event will **We** pay more than the maximum amount stated in this rider.

#### **CLAIM DENIAL**

If a claim under this Rider is denied in whole or in part, **We** will provide a notice of **Our** decision, which shall include the specific factual bases for the decision, and details of the process for disputing a denied claim (including but not limited to the address to which a grievance should be sent, time limits on when a grievance must be filed, and time frames in which to expect a response).

#### **INDEPENDENT MEDICAL REVIEW PROGRAM**

An **Insured** may apply to the California Department of Insurance for an independent medical review of a decision to deny, modify, or delay health care services, based in whole or in part on a finding that the disputed health care services are not **Medically Necessary**, within six months of the decision. The commissioner may extend the application deadline beyond six months if the circumstances of a case warrant the extension.

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

Effective Date: August 1, 2022

Attached to and forming a part of **Policy** No. MCB 0552926

# Heart Failure Benefit



Zurich American Insurance Company  
1299 Zurich Way  
Schaumburg, Illinois 60196

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

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

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

If an **Insured** suffers a **Covered Injury** resulting in a **Covered Loss** as a result of a **Covered Accident**, which is a result of a **Heart Failure**, **We** will pay an additional amount shown in the Schedule. The **Heart Failure** must occur within six (6) weeks of the **Covered Accident**.

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

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

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

Effective Date: August 1, 2022

Attached to and forming a part of **Policy** No. MCB 0552926

# Revised Definition of Spouse Endorsement



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

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

This endorsement modifies insurance provided under the Point Loma Nazarene University Foundation Policy/Certificate.

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

**PURPOSE:** California law provides that registered domestic partners have the same rights, protections, and benefits, and are subject to the same responsibilities, obligations, and duties under law, whether they derive from statutes, administrative regulations, court rules, government policies, common law, or any other provisions or sources of law, as are granted to and imposed upon spouses. Existing law requires, where necessary to implement the rights of registered domestic partners, gender-specific terms referring to spouses to be construed to include domestic partners.

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

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

"Spouse" includes a Registered Domestic Partner.

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

Effective Date: August 1, 2022

Attached to and forming a part of **Policy** No. MCB 0552926

Signed for Zurich American Insurance Company by: \_\_\_\_\_

A handwritten signature in black ink, appearing to be 'Jung' followed by a stylized flourish.

Date: July 26, 2022

**NOTICE OF PROTECTION PROVIDED BY  
CALIFORNIA LIFE AND HEALTH INSURANCE GUARANTEE ASSOCIATION**

This notice provides a brief summary regarding the protections provided to policyholders by the California Life and Health Insurance Guarantee Association ("the Association"). The purpose of the Association is to assure that policyholders will be protected, within certain limits, in the unlikely event that a member insurer of the Association becomes financially unable to meet its obligations. Insurance companies licensed in California to sell life insurance, health insurance, annuities and structured settlement annuities are members of the Association. The protection provided by the Association is not unlimited and is not a substitute for consumers' care in selecting insurers. This protection was created under California law, which determines who and what is covered and the amounts of coverage.

Below is a brief summary of the coverages, exclusions and limits provided by the Association. This summary does not cover all provisions of the law; nor does it in any way change anyone's rights or obligations or the rights or obligations of the Association.

**COVERAGE**

• **Persons Covered**

Generally, an individual is covered by the Association if the insurer was a member of the Association *and* the individual lives in California at the time the insurer is determined by a court to be insolvent. Coverage is also provided to policy beneficiaries, payees or assignees, whether or not they live in California.

• **Amounts of Coverage**

The basic coverage protections provided by the Association are as follows.

• **Life Insurance, Annuities and Structured Settlement Annuities**

For life insurance policies, annuities and structured settlement annuities, the Association will provide the following:

• **Life Insurance**

80% of death benefits but not to exceed \$300,000

80% of cash surrender or withdrawal values but not to exceed \$100,000

• **Annuities and Structured Settlement Annuities**

80% of the present value of annuity benefits, including net cash withdrawal and net cash surrender values but not to exceed \$250,000

The maximum amount of protection provided by the Association to an individual, for *all* life insurance, annuities and structured settlement annuities is \$300,000, regardless of the number of policies or contracts covering the individual.

• **Health Insurance**

The maximum amount of protection provided by the Association to an individual, as of April 1, 2011, is \$470,125. This amount will increase or decrease based upon changes in the health care cost component of the consumer price index to the date on which an insurer becomes an insolvent insurer.

## **COVERAGE LIMITATIONS AND EXCLUSIONS FROM COVERAGE**

The Association may not provide coverage for this policy. Coverage by the Association generally requires residency in California. You should not rely on coverage by the Association in selecting an insurance company or in selecting an insurance policy.

The following policies and persons are among those that are excluded from Association coverage:

- A policy or contract issued by an insurer that was not authorized to do business in California when it issued the policy or contract
- A policy issued by a health care service plan (HMO), a hospital or medical service organization, a charitable organization, a fraternal benefit society, a mandatory state pooling plan, a mutual assessment company, an insurance exchange, or a grants and annuities society
- If the person is provided coverage by the guaranty association of another state.
- Unallocated annuity contracts; that is, contracts which are not issued to and owned by an individual and which do not guaranty annuity benefits to an individual
- Employer and association plans, to the extent they are self-funded or uninsured
- A policy or contract providing any health care benefits under Medicare Part C or Part D
- An annuity issued by an organization that is only licensed to issue charitable gift annuities
- Any policy or portion of a policy which is not guaranteed by the insurer or for which the individual has assumed the risk, such as certain investment elements of a variable life insurance policy or a variable annuity contract
- Any policy of reinsurance unless an assumption certificate was issued
- Interest rate yields (including implied yields) that exceed limits that are specified in Insurance Code Section 1607.02(b)(2)(C).

## **NOTICES**

Insurance companies or their agents are required by law to give or send you this notice. Policyholders with additional questions should first contact their insurer or agent. To learn more about coverages provided by the Association, please visit the Association's website at [www.califega.org](http://www.califega.org), or contact either of the following:

California Life and Health Insurance  
Guarantee Association  
P.O Box 16860,  
Beverly Hills, CA 90209-3319  
(323) 782-0182

California Department of Insurance  
Consumer Communications Bureau  
300 South Spring Street  
Los Angeles, CA 90013  
(800) 927- 4357

**Insurance companies and agents are not allowed by California law to use the existence of the Association or its coverage to solicit, induce or encourage you to purchase any form of insurance. When selecting an insurance company, you should not rely on Association coverage. If there is any inconsistency between this notice and California law, then California law will control.**

## Advisory notice to policyholders regarding the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC") regulations

No coverage is provided by this policyholder notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your declarations page for complete information on the coverages you are provided.

This notice provides information concerning possible impact on your insurance coverage due to directives issued by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC").

### **Please read this Notice carefully.**

OFAC administers and enforces sanctions policy based on Presidential declarations of "national emergency". OFAC has identified and listed numerous:

- Foreign agents;
- Front organizations;
- Terrorists;
- Terrorist organizations; and
- Narcotics traffickers;

as "Specially Designated Nationals and Blocked Persons." This list can be located on the United States Treasury's web site – <http://www.treasury.gov/about/organizational-structure/offices/Pages/Office-of-Foreign-Assets-Control.aspx>.

In accordance with OFAC regulations, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, this insurance will be considered a blocked or frozen contract and all provisions of this insurance are immediately subject to OFAC restrictions. When an insurance policy is considered to be such a blocked or frozen contract, no payments or premium refunds may be made without authorization from OFAC. Other limitations on premiums and payments also apply.



## Privacy Notice

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

Dear Customer:

rev. January 2020

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

<b>Overview</b>	<b>UNDERSTANDING HOW WE USE YOUR PERSONAL INFORMATION</b>
<b>Why are you receiving this Notice?</b>	Financial institutions, which include the Company, choose how they share your NPI. Federal and state law gives consumers the right to limit some but not all sharing of that information. Federal law also requires us to tell you how we collect, share and safeguard your NPI. You are receiving this Privacy Notice because our records show either that you are a customer who is obtaining or has obtained insurance coverage or non-insurance products or services.
<b>What types of Information do we collect?</b>	<p>The types of NPI we collect depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"><li>• Information about you we receive on applications or other forms, such as your name, address, telephone number, date of birth, your social security number, driver's license number, employment information, information about your income, assets and net worth, and medical information;</li><li>• Information about your transactions with the Company and its affiliates;</li><li>• Information about your insurance coverage, premiums, claims history, and payment history;</li><li>• Data from insurance support organizations, government agencies, insurance information sharing bureaus;</li><li>• Property information and similar data about you or your property, such as property appraisal reports; and</li><li>• Information we receive from a consumer reporting agency or insurance information sharing bureau, such as a credit or fraud report.</li></ul> <p>When your relationship with us ends, we may continue to share information about you as described in this Privacy Notice.</p>
<b>What do we do with the NPI we collect?</b>	<p>We share your NPI in the course of supporting your insurance coverage or non-insurance products or services, as authorized by law, or with your consent. This includes sharing, as permitted by law, your NPI with affiliated parties and nonaffiliated third parties, as applicable, in the course of supporting your insurance coverage or non-insurance products.</p> <p>These affiliates and nonaffiliated third parties include:</p> <ul style="list-style-type: none"><li>• Financial service providers, such as banks and other insurance companies;</li><li>• Non-financial companies, such as medical providers and nonaffiliated service providers that perform marketing services on our behalf; and</li><li>• Others, such as consumer reporting agencies and insurance information sharing bureaus.</li></ul> <p>In the section below, we list the reasons we can share your NPI, whether we actually share your NPI, and whether you can opt out of this sharing (or if you are a resident of Vermont, whether you have the right to opt in to allowing this sharing).</p>

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

Collecting and safeguarding information	
<b>How often do you notify me about your privacy practices?</b>	We must notify you about our sharing practices when you receive your policy, open an account or purchase a service, and each year while you are a customer, or when significant or legal changes require a revision. Please review the privacy policy posted on our website, <a href="http://ZurichNA.com">ZurichNA.com</a> . It contains additional information about our practices.
<b>Why do you collect my NPI?</b>	We collect NPI when you apply for insurance or file an insurance claim to help us provide you with our insurance products and services, and determine your insurability or other eligibility. We may also ask you and others for information to help us verify your identity in order to prevent money laundering and terrorism. Information in a report prepared by an insurance support organization may be retained by that organization and provided to others.
<b>What NPI do we share?</b>	We may provide to affiliates and/or nonaffiliated third parties the same NPI listed above in the section entitled, "What types of information do we collect?"
<b>How do you safeguard my NPI?</b>	Employees who have access to your NPI are required to maintain and protect the confidentiality of that information. Access to your personal information may be needed to conduct business on your behalf or to service your insurance coverage. In addition, we maintain physical, electronic and procedural measures to protect your personal information in compliance with applicable laws and regulatory standards.

**FOR RESIDENTS OF ARIZONA, CALIFORNIA, CONNECTICUT, GEORGIA, ILLINOIS, MAINE, MASSACHUSETTS, MINNESOTA, MONTANA, NEW JERSEY, NEVADA, NORTH CAROLINA, OHIO, OREGON, OR VIRGINIA:**

**You have the following individual rights under state law:**

Except for certain documents related to claims and lawsuits, you have the right to access the recorded personal information that we have collected about you which we reasonably can locate and retrieve. To access your recorded personal information, you must submit a request using our online form on our website, ZurichNA.com, or calling our toll-free number at 1-800-382-2150. You may also reasonably describe the information you seek in writing and send your written request to the Privacy Office via mail (Zurich – Privacy Office, 1299 Zurich Way, Schaumburg, IL 60196) or via email at [privacy.office@zurichna.com](mailto:privacy.office@zurichna.com). If you would like a copy of your recorded personal information that we reasonably can locate and retrieve, we may charge you a reasonable fee to cover the costs incurred in providing you a copy of the recorded information if it is permitted by law. If you request medical records, we may elect to supply that information to you through your designated medical professional for security purposes. We may also direct you to a consumer reporting agency to obtain certain consumer report information.

Generally, most of the recorded nonpublic personal information we collect about you and have in our possession is from policy applications or enrollment forms you submit to obtain our products and services, and is reflected in your statements and other documentation you receive from us. If you believe that the personal information we have about you in our records is incomplete or inaccurate, please let us know at once through any of the above methods, and we will investigate and correct any errors we find.

You also have the right to request the correction, amendment, or deletion of recorded personal information about you that we have in our possession. You may make your request using any of the above methods.

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

**FOR RESIDENTS OF MASSACHUSETTS ONLY WHO ARE ZNA P&C CUSTOMERS:** You may ask in writing for the specific reasons for an adverse underwriting decision. An adverse underwriting decision is where we decline your application for insurance, offer to insure you at a higher than standard rate or terminate your coverage.

<b>Key words and phrases</b>	<b>TERMS YOU SHOULD KNOW</b>
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Definitions	
<b>Everyday business purposes</b>	<p>The actions necessary for financial companies like the Company to conduct business and manage customer accounts, such as:</p> <ul style="list-style-type: none"> <li>• Processing transactions, mailing and auditing services;</li> <li>• Administering insurance coverage, product, services or claims;</li> <li>• Providing information to credit bureaus;</li> <li>• Protecting against fraud;</li> <li>• Responding to court/governmental orders or subpoenas and legal investigations; and</li> <li>• Responding to insurance regulatory authorities.</li> </ul>
<b>Affiliates</b>	<p>Financial or nonfinancial companies related by common ownership or control.</p> <ul style="list-style-type: none"> <li>• <i>Company affiliates include insurance and non-insurance companies under common ownership with the Company and that provide insurance and non-insurance products or services.</i></li> </ul>

<b>Nonaffiliated Third Parties</b>	<p>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.</p> <ul style="list-style-type: none"> <li>• <i>The Company does not share information with nonaffiliates to market their products to you.</i></li> </ul>
<b>Joint marketing</b>	<p>A formal agreement between nonaffiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> <li>• <i>The Company does not jointly market.</i></li> </ul>

<b>Changes to this Privacy Notice; contact us</b>	<p>We may change the policies, standards and procedures described in this Notice at any time to comply with applicable laws and/or to conform to our current business practices. We will notify you of material changes.</p> <p>If you have any questions about your contract with us, you should contact your agent.</p> <p>If you have questions specific to our Privacy Notice, contact our Privacy Office via mail (Zurich – Privacy Office, 1299 Zurich Way, Schaumburg, IL 60196) or via email at <a href="mailto:privacy.office@zurichna.com">privacy.office@zurichna.com</a>.</p>
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This Privacy Notice is sent on behalf of the following affiliated companies, which are referred to in this Privacy Notice, in the aggregate, as the “Company:”

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