

Having issued Accident Policy Number GTU3032131 to cover the eligible individuals of:

UT-Battelle, LLC

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

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#### SECTION I – ELIGIBILITY AND EFFECTIVE DATES

#### **CERTIFICATE HOLDER:**

- Class I: All Active U.S. Non-Union Employees and IGUA Union Employees of the Policyholder including those Employees who are on company approved leave of absence.
- Class II: All Active U.S. ATLC Union Employees of the Policyholder including those employees who are on company approved leave of absence.

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.

#### ELIGIBILITY OF YOUR DEPENDENTS:

Individuals who enroll may elect to cover their eligible **Dependents.** An eligible **Dependent** includes **Your** legally married **Spouse**, and **Your Dependent Child(ren)** and, **Your** legally married **Spouse's Dependent Child(ren)**. A legally married **Spouse** will not be eligible as a **Dependent** if he or she is also an **Insured** under the **Policy**. If **You** and **Your** legally married **Spouse**, legally separated **Spouse**, or former **Spouse** are both **Insured's** under the **Policy**, only one may select a **Plan** covering their mutual **Dependents**.

#### **SERVICE WAITING PERIOD:**

None

#### YOUR EFFECTIVE DATE OF INSURANCE:

- A. For eligible individuals hired prior to January 1, 2024: January 1, 2024, provided the completed enrollment material is received by the Policyholder on or prior thereto.
- B. For eligible individuals hired on or after January 1, 2024: Coverage is effective on the employee's hire date if the employee enrolls within 30 days of his or her date of hire. If the employee enrolls later, the coverage is effective the date the employee enrolls.

#### **SECTION II – SCHEDULE**

COVERAGES(S):	<b>Classes Covered</b>
24 Hour Accident Protection, Business and Pleasure Including Corporate Owned or Leased Aircraft, and Substitute Aircraft, Passenger Only H-1	All
Exposure and Disappearance Coverage	All
BENEFITS:	<b>Classes Covered</b>
ACCIDENTAL DEATH BENEFIT	All
Principal Sum:	

# Class I: An employee may purchase an amount of Principal Sum from a minimum of \$20,000 to a maximum of \$500,000 in increments of \$10,000. However, amounts applied for must not exceed ten (10) times the employee's Base Annual Earnings\*.

**Class II:** An employee may purchase an amount of Principal Sum from a minimum of \$20,000 to a maximum of \$500,000 in increments of \$10,000. However, amounts applied for must not exceed ten (10) times the employee's Base Annual Earnings\*.

\*Base Annual Earnings means the employees base annual pay, excluding overtime, bonuses, commissions and special compensation.

follows			
	n Selected	<u>% Spouse</u>	<u>% Child(ren)</u>
-	ouse only:	100%	0%
-	pendent Child(ren) only:	0%	30%
-	ouse and Dependent	90%	20%
Ch	ild(ren)	2070	2070
		<b>Classes Covered</b>	
ACCIDENTAL DISMEMBI AND PLEGIA BENEFI Principal Sum:		All	
Same as above.			
Coma Benefit		All	
Permanent and Total Disabilit	y Benefit (Monthly)	II Insured Employee only	
ADDITIONAL BENEFITS:		<b>Classes Covered</b>	
Additional Dismemberment B	enefit for Children	All	
Carjacking Benefit		All	
Common Carrier Benefit		All	
Common Disaster Benefit		All	
Critical Burn Benefit		All	
Day Care Benefit		All	
Hearing Aid or Prosthetic App	liance Benefit	All	
Higher Education Benefit		Insured Employee Only	
Home Alteration And Vehicle	Modification Benefit	All	
Parent Care Benefit		All	
Rehabilitation Benefit		Insured Employee Only	
Seat Belt/Air Bag Benefit		All	
Spouse Retraining Benefit		Insured Employee Only	
Surviving Spouse Benefit		All	
Therapeutic Counseling Benef	ĩt	All	

follows

The Principal Sum for Covered Dependents will be a percentage of the Insured's Principal Sum, as

SECTION III – DEFINITIONS

Accident or Accidental means an unexpected and unintended event that occurs by chance during the Policy term.

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 Covered Person, 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** which is independent of all other causes, resulting from a **Covered Accident**, which 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, and Your Spouse and/or Dependent Child(ren) if You select a Plan covering Your Spouse and/or Dependent Child(ren).

**Dependent** means **Your Spouse** and **Dependent Child(ren)**, as defined in this section. The **Dependent** will only be a **Covered Dependent** if a **Plan** covering **Dependents** is selected.

**Dependent Child(ren)**, if used in the **Policy**, means **Your** unmarried **Child(ren)** and, those unmarried **Child(ren)** of Your legally married **Spouse**, and those unmarried **Child(ren)** as defined in the **Policyholder's** medical plan as on file and approved by **Us** who rely on **You** for more than 50% of their support, and are either: 1) less than nineteen (19) years of age; 2) less than twenty-six (26) years of age and enrolled on a full-time basis in a college, university, or trade school, or who satisfy neither 1) nor 2), but who prior to his or her termination of coverage became incapable of self-sustaining employment by reason of mental retardation or physical handicap. The **Dependent Child(ren)** will only be **Covered Dependent Child(ren)** if a **Plan** covering **Dependent Child(ren)** is selected.

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.

Service Waiting Period means the continuous length of time a person is required to be employed by the Policyholder prior to being covered under 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
banner towing	granted
bird or fowl herding	hang gliding
crop dusting	hunting
crop seeding	parachuting or skydiving
crop spraying	pipe line inspection
endurance tests	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. Your Spouse will only be a Covered Spouse if a Plan covering Your Spouse is selected.

**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 INCLUDING CORPORATE OWNED OR LEASED AIRCRAFT, AND SUBSTITUTE AIRCRAFT, PASSENGER ONLY H-1

#### **Classes All**

The Hazards insured against by the Policy are:

A **Covered Injury** sustained by a **Covered Person** 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 the **Covered Person** is 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 the Covered Person is 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** except the following aircraft including **Substitute Aircraft**:

#### As on File with the Policyholder

provided such aircraft: a) has a current and valid normal, transport, or commuter type standard airworthiness certificate as defined by the Federal Aviation Administration or its successor; b) is being operated with the **Policyholder's** consent; c) is not carrying persons for hire; and d) is being operated by a pilot with a current and valid medical certificate, and pilot certificate with a proper rating to pilot such aircraft.

- 3. any aircraft Owned or Controlled by, or Under lease to an Insured;
- 4. any aircraft operated by the **Policyholder** except those indicated in 2. above, or one of the **Policyholder's** employees;
- 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:

Substitute Aircraft means an aircraft, which is not owned by the Policyholder, and:

1. has a current and valid normal, commuter, or transport type standard airworthiness certificate as defined by the Federal Aviation Administration or its successor or an equivalent certification from a foreign government;

- 2. is the same class of aircraft as the specified aircraft; and
- 3. is being used by the **Policyholder** because the specified aircraft is withdrawn from use due to breakdown, repair, servicing, loss or destruction.

Note: A complete updated list of all Corporate Aircraft must be provided to Us on each anniversary of the Policy.

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 a **Covered Person** is 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 a **Covered Person** is riding disappears, is wrecked, or sinks, and the **Covered Person** is not found within 180 days of the event, **We** will presume that the **Covered Person** lost his or her 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 the **Covered Person** survived the event.

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 a **Covered Person** suffers 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 PLEGIA BENEFIT

If an **Injury** to a **Covered Person** 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.

Cov	vered 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 <b>Principal Sum</b>	
7.	One Hand; One Foot; or Sight of One Eye	50% of <b>Principal Sum</b>	
8. Thumb and Index Finger of the same Hand 25% of <b>Pr</b>		25% of Principal Sum	
9. Hearing in One Ear 25% of Principal S		25% of Principal Sum	
Ple	gia		
1.	Quadriplegia (total paralysis of all four Limbs)	Principal Sum	
2.	2. Triplegia (total paralysis of three Limbs) Principal Sum		
3.	3. Paraplegia (total paralysis of both lower Limbs) Principal Sum		
4. Hemiplegia (total paralysis of upper and lower Limbs Principal Sum		Principal Sum	
	on one side of the body)		
5.	5. Uniplegia (total paralysis of one Limb) 25% of Principal Sum		
For	purposes of this benefit:		
1 10			

#### 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. Plegia must continue for 12 consecutive months and be determined by **Our** competent medical authority to be permanent, complete and irreversible paralysis of one or more limbs. A **Limb** means an arm or a leg. Proof of total paralysis may be required by **Us** on a periodic basis. Benefits are not payable for paralysis caused by a stroke.

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

#### **COMA BENEFIT**

If a Covered Person suffers an Injury resulting in a Covered Loss within 365 days of a Covered Accident, and such Injury causes the Covered Person to be in a Coma for at least thirty-one (31) consecutive days, We will pay a Coma Benefit.

The **Coma Benefit** will be equal to 5% of the **Covered Persons Principal Sum** and will be paid each month the **Covered Person** remains in a **Coma** following the initial thirty-one (31) day period. The **Coma Benefit** will end on the earliest of the following:

- 1. when the Covered Person is no longer in a Coma which directly resulted from the Injury;
- 2. when the Covered Person has received a Coma Benefit for 20 months.

Coma will be determined by Our duly licensed physician.

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

#### PERMANENT AND TOTAL DISABILITY BENEFIT

If You become Permanently and Totally Disabled as a result of a Covered Injury, We will pay a Permanent and Total Disability Benefit provided that You become Permanently and Totally Disabled within 365 days of the Injury; and the Permanent and Total Disability continues for twelve (12) months. The monthly amount payable under this benefit will be equal to 2% of Your Principal Sum. These payments will cease at the earlier of the time that:

- **a.** We make 50 payments under this provision;
- b. You are no longer Permanently and Totally Disabled;
- c. You die.

For purposes of this benefit, **Permanently and Totally Disabled** means that **You** are totally and continually disabled and cannot work, for any income, at any job that **You** are reasonably suited by education, training or experience to do. **Permanent and Total Disability** must be verified by a competent medical authority, and must be expected to continue for the rest of **Your** life.

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

#### **SECTION VI – ADDITIONAL BENEFITS**

#### ADDITIONAL DISMEMBERMENT BENEFIT FOR CHILDREN

If the You selects **Plan** covering **Your** eligible **Dependent Child(ren)**, and a **Covered Dependent Child** suffers an **Injury** resulting in a **Covered Loss**, which is payable under the **Accidental Dismemberment Benefit**, We will pay **You** an additional benefit which will be equal to the benefit amount provided by the **Accidental Dismemberment Benefit**.

#### **CARJACKING BENEFIT**

If a **Covered Person** suffers an **Injury** resulting in a **Covered Loss** which is payable under the **Accidental Death** or **Accidental Dismemberment and Plegia Benefit** as a direct result of an **Accident** that occurs during a **Carjacking** of a private passenger automobile that the **Covered Person was** operating, getting into or out of, or riding in as a passenger, **We** will pay an additional benefit equal to 10% of the applicable **Principal Sum** to a maximum of \$50,000.

Verification of the **Carjacking** must be made part of an official police report within twenty-four (24) hours of the **Carjacking** or as soon as reasonably possible, or be certified in writing by the investigating officer(s) within twenty-four (24) hours or as soon as reasonably possible and such verification must be provided to **Us**.

For purposes of this benefit, **Carjacking** means a person other than the **Covered Person** taking unlawful possession of a private passenger automobile by means of force or threats against the person(s) then rightfully occupying it.

#### **COMMON CARRIER BENEFIT**

If a **Covered Person suffers** an **Injury** resulting in a **Covered Loss** which is payable under the **Accidental Death** or **Accidental Dismemberment and Plegia Benefit**, We will pay an additional benefit equal to the lesser of \$500,000 or 100% of the **Covered Person's Principal Sum**, provided the **Covered Person** receives the Injury while a passenger riding in or on, boarding, or getting off a **Common Carrier**.

For purposes of this benefit, **Common Carrier** means:

- 1. any land or water conveyance licensed to carry persons for hire;
- 2. any civilian aircraft that holds a certificate of Public Convenience and Necessity, a license, or a similar permit for civilian scheduled air carriers issued by the country where the aircraft is registered.

#### **COMMON DISASTER BENEFIT**

If You selected a **Plan** covering **Your Dependents** and **You** and **Your Covered Spouse** are both eligible for **Accidental Death Benefits** as a result of **Covered Injuries** suffered in the same **Accident** and within ninety (90) days of such **Accident**, the **Principal Sum** that would have been payable because of **Your Covered Spouse's Accidental Death** will be increased to equal that payable for **Your** loss, provided:

1. the combined benefits of You and Your Covered Spouse are not more than \$1,000,000.

#### **CRITICAL BURN BENEFIT**

If a **Covered Person** suffers an **Injury** resulting in a **Covered Loss** as a result of a **Covered Accident** which is payable under the **Accidental Dismemberment and Plegia 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. The Covered Person has received second degree or higher burns over 25% of his or her body; and
- 2. The Covered Person has undergone reconstructive surgery to treat the burned areas of the body; and
- 3. the reconstructive surgery has taken place within 365 days of the occurrence of the Injury.

#### DAY CARE BENEFIT

If You selected a Plan covering Your Dependents and You or Your Covered Spouse suffer an Injury resulting in a Covered Loss which is payable under the Accidental Death Benefit, We will pay an additional benefit for day care expenses to the individual who incurs the expense on behalf of each Dependent Child if:

- 1. on the date of the Accident, the Dependent Child was enrolled in an Accredited Child Care Facility, or enrolls in such facility within ninety (90) days from the date of loss; and
- 2. the **Dependent Child** is under age 13.

The Day Care Benefit will be equal to the lesser of:

- **1.** the actual cost of the child care;
- 2. 10% of the Covered Person's Principal Sum who suffered the Covered Loss Your Principal Sum; or
- **3.** \$10,000.

If both You and Your Covered Spouse suffer a simultaneous Covered Loss, the Day Care Benefit will be based on Your Principal Sum.

The Day Care Benefit will be paid annually for four (4) consecutive years if:

- 1. the Dependent Child is under age 13 at the time of each annual payment; and
- 2. proof, acceptable to Us, is received by Us that verifies that the **Dependent Child** remains enrolled in an **Accredited Child Care Facility**.

#### An Accredited Child Care Facility means:

- 1. a child care facility that operates pursuant to state and local laws;
- 2. is licensed by the state for such child care facilities; and
- 3. has been provided with a Tax Identification Number by the Internal Revenue Service.

An **Accredited Child Care Facility** does not include a hospital; the child's home; a nursing or convalescent home; a facility for the treatment of mental disorders; an orphanage; or a treatment center for drug and alcohol abuse.

The maximum amount payable under this benefit is \$50,000.

#### HEARING AID OR PROSTHETIC APPLIANCE BENEFIT

If a Covered Person suffers an Injury resulting in a Covered Loss which is payable under the Accidental Dismemberment and Plegia Benefit, We will pay an additional benefit provided:

- 1. the Covered Person is required to use a hearing aid or prosthetic appliance;
- 2. the **Injury** that caused the payment of the **Accidental Dismemberment and Plegia Benefit** is the same **Injury** that requires the **Covered Person** to use the **Hearing Aid or Prosthetic Appliance**; and
- **3.** the **Hearing Aid or Prosthetic Appliance** was required within one (1) year of the **Injury**.

The amount **We** will pay will be equal to the one time cost of the **Hearing Aid or Prosthetic Appliance** that **You** actually paid by the **Covered Person**.

This benefit will not be paid unless:

- 1. the Hearing Aid or Prosthetic Appliance was prescribed by a legally qualified physician or surgeon who is not the Covered Person's spouse, child, or relative; and
- 2. presentation of proof of payment is provided to Us.

For purposes of this benefit, Prosthetic Appliance will include an artificial limb or eye.

No payment will be made for ordinary living, traveling or clothing expenses.

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

#### HIGHER EDUCATION BENEFIT

If You selected a Plan covering Your Dependent Child(ren) and You suffer an Injury resulting in a Covered Loss, which is payable under the Accidental Death Benefit, We will pay an additional benefit for higher education expenses to the individual who incurs the expense for each Covered Dependent Child.

A Covered Dependent Child is eligible for the Higher Education benefit if on the date of the Accident:

- 1. he or she is enrolled as a full-time student in an accredited college, university or trade school; or
- 2. he or she was at the 12th grade level and enrolls in an accredited college, university or trade school within one (1) year from the date of the Accident.

The **Higher Education** will be equal to 10% of **Your Principal Sum**, to a maximum of \$10,000. This amount will be paid annually for four (4) consecutive years if **Your Covered Dependent Child** continues his or her education. Before this benefit is paid each year, **Your Covered Dependent Child** must present written proof, acceptable to **Us**, that he or she is attending an institution of higher learning on a full-time basis.

The maximum amount payable for this benefit is \$50,000.

If, at the time of the **Accident**, a **Plan** covering **Your Dependents** was selected, but there are no **Covered Dependent Child(ren)** who qualify for this benefit, **We** will pay an additional benefit of \$1,000 to the designated beneficiary.

#### HOME ALTERATION AND VEHICLE MODIFICATION BENEFIT

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

- 1. the **Covered Person** is 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 Plegia Benefit** is the same **Injury** that requires the **Covered Person** to need the wheelchair.

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

- 1. the one time cost of alterations to the **Covered Person's** primary residence to make it wheelchair accessible and habitable; and
- 2. the one time cost of modifications necessary to his or her 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 20% of the **Covered Person's Principal Sum** or \$50,000.

#### PARENT CARE

If You suffer an Injury resulting in a Covered Loss, which is payable under the Accidental Death Benefit, We will pay an additional benefit for Parent Care, in equal shares, to each of Your Dependent Parent(s) (or his or her legal guardian).

The amount payable for the **Parent Care Benefit** will be 10% of **Your Principal Sum** to a maximum of \$40,000 for all **Dependent Parents**.

For purposes of this benefit, **Dependent Parent** means **Your** parent(s) or grandparent(s) or those of **Your Covered Spouse** who, at the time of a **Covered Accident**, is receiving support and care provided by **You** or **Your Covered Spouse** as evidenced by the most current tax return filed with the government of the United States of America.

#### **REHABILITATION BENEFIT**

If You suffer an **Injury** resulting in a **Covered Loss** which is payable under the **Accidental Dismemberment and Plegia 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.** \$50,000; 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 that is approved by Us 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, **We** will determine the amount based upon:

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

We reserve the right to make the final determination of what is Reasonable and Customary.

#### SEAT BELT/AIR BAG BENEFIT

If a **Covered Person** suffers 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 the **Covered Person was**:

- 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 the **Covered Person's** actual use of the seat belt or lap and shoulder restraints is required as follows:

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

An additional benefit equal to 5% of the **Covered Person's Principal Sum** to a maximum of \$10,000, will be paid if the **Covered Person was** 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 the **Covered Person's** 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 acceptable to **Us**.

We will not pay a **Seat Belt** or **Air Bag Benefit** if the driver of the private passenger automobile in which the **Covered Person** was riding was either: U-VA-102-A (TN) (09/06) Page 11 of 15

- **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.

#### SPOUSE RETRAINING BENEFIT

If You, selected a Plan covering Your Spouse, and You suffer an Injury resulting in a Covered Loss, which is payable under the Accidental Death Benefit, We will pay to, or on behalf of, Your Covered Spouse, the actual cost of any professional or trade-training program in which the Covered Spouse, enrolls, provided:

- 1. the purpose of the training program is to obtain an independent source of support and maintenance;
- 2. the actual cost is incurred within thirty (30) months from Your death; and
- 3. the professional or trade training program is licensed by the state.

The maximum amount payment under this benefit will be the lesser of 10% of Your Principal Sum or \$50,000.

#### SURVIVING SPOUSE BENEFIT

If You, selected a Plan covering Your Spouse, and You suffer an Injury resulting in a Covered Loss, which is payable under the Accidental Death Benefit, We will pay an additional benefit to Your Covered Spouse. The monthly benefit will be equal to 1% of Your Principal Sum and will be paid for a period of six (6) months.

#### THERAPEUTIC COUNSELING BENEFIT

If You selected a **Plan** covering **Your Dependents** and **You** or **Your Covered Dependents** suffer an **Injury** resulting in a **Covered Loss**, which is payable under the **Accidental Death Accidental Dismemberment and Plegia Benefit**, and **You** or **Your Covered Dependents** 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 \$25,000 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. 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. being intoxicated while operating a motor vehicle.
  - **a.** A **Covered Person** will be conclusively presumed to be intoxicated if the level of alcohol in his or her blood exceeds the amount at which a person is presumed, under the law of the locale in which the **Accident** occurred, to be intoxicated if operating a motor vehicle.
  - **b.** An autopsy report from a licensed medical examiner, law enforcement officer reports, or similar items will be considered proof of the **Covered Person's** intoxication.
- 7. being 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;

8. 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 a Covered Person suffers 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 a Covered Person can recover benefits under more than one of the following benefits: Accidental Death Benefit, Accidental Dismemberment and Plegia Benefit, Coma Benefit Permanent and Total Disability Benefit as a result of the same Accident, the most We will pay for these benefits in total is the Covered Person's Principal Sum.

Limitation on Multiple Hazards. If a Covered Person suffers a Covered Loss that is covered under more than one Hazard, We will pay only one benefit, the largest benefit unless there is a specific written exception in the Policy.

#### **SECTION IX - TERMINATION OF INSURANCE**

Your Insurance. Your insurance terminates at the end of the date for which premium has been paid and during which any of the following occurs:

- 1. the **Policy** is terminated;
- 2. You cease to be eligible for insurance;
- 3. You fail to pay the required premium, if You are so required;
- 4. You retire.

Your Covered Dependent's Insurance. Insurance terminates on the earliest of:

- 1. the date **Your** insurance terminates;
- 2. the first premium due date after Your Covered Dependent no longer qualifies as a Covered Person

If **You** have received approval for a benefits eligible leave of absence or sabbatical from the **Policyholder** in accordance with the **Policyholder's** written **Policy**, his or her insurance under this **Policy** will continue, provided the required premiums are paid. This extension of **Coverage** is subject to all of the termination provisions of this **Policy** with the exception of number 2. above.

#### **Conversion Privilege**

If Your insurance ceases for reasons other than termination of the **Policy** or nonpayment of premium, **You** are entitled to convert **Your Coverage** to an **Individual Accidental Death or Dismemberment** (**IAD**) policy or to a **Family AD&D** (**FAD**) policy if **You** selected a **Plan** covering **Your Dependents**. The new **IAD** or **FAD** policy will be on approved forms and will not include all the **Benefits** and **Additional Benefits** of the Group **Accident Policy**. **You** must make a written application for the **IAD** or **FAD** policy within 60 days of the cessation of **Your** insurance under the Group **Accident Policy**. **You** do not have to show proof of good health.

The issuance of the IAD or FAD policy is subject to the following conditions:

- 1. The **Principal Sum** for the **IAD** or **FAD** policy will be the lesser of **Your Principal Sum** under the Group **Accident Policy** or \$250,000;
- 2. The premium for the IAD or FAD policy will be the rate on file with the proper regulatory authority, if such filing is required;
- 3. Any IAD or FAD policy issued will take effect on the termination date of Your insurance under the Group Accident Policy; and
- 4. When an IAD or FAD policy becomes effective, the relationship between You and Us will be governed by that policy, including all terms and conditions, including benefits and termination dates.

The Conversion Privilege will cease when You attain age 70.

#### **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.

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- **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, acceptable to Us, must be sent within ninety (90) days of the Covered Loss. Failure to furnish proof of Covered Loss acceptable to Us within such time will neither invalidate nor reduce any claim if it was not reasonably possible to furnish the proof of Covered Loss and the proof was provided as soon as reasonably possible

#### **SECTION 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 that is acceptable to Us. Unless an optional periodic payment is stated or chosen, any Covered Loss to be paid in periodic payments will be paid at the end of each four-week period. The unpaid balance, which remains when Our liability ends, will then be paid when We receive the proof of Covered Loss that is acceptable to Us.

#### B. Who We Will Pay.

- 1. 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 predeceases or dies at the same time as You, we will pay the same time as You, We will pay the benefit to Your survivors in the following order:
  - a. Your legally married Spouse;
  - b. Your Child(ren);
  - c. Your parents;
  - d. Your brothers and sisters;
  - e. Your estate.
- 2. Loss of Life of Your Covered Dependent. Covered Losses for the death of Your Covered Dependent will be paid to You. If You pre-decease or die at the same time as Your Covered Dependent, the benefit will be paid to the beneficiary unless the beneficiary designation has not been made or the beneficiary is no longer living at the time of death. In such case, the benefits will be paid to Your estate.
- 3. All Other Claims. Benefits are to be paid to the Covered Person.
- C. Physical Examination and Autopsy. We have the right to examine a Covered Person 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. The Covered Person has the sole right to choose his or her 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 on a form acceptable to Us.
- **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

state where the **Covered Person** lives makes such limit void, then the action must begin within the shortest time period permitted by law. In those states where binding arbitration is allowed, binding arbitration will supersede this provision.

F. Assignment of Interest. A transfer of interest is binding when We receive written notice on a form acceptable to Us. We have no duty to confirm that a transfer is valid.

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

N

Kristof Terryn President Zurich American Insurance Company

Hauna A. Ramarcych

Laura J. Lazarczyk Corporate Secretary Zurich American Insurance Company

NON-PARTICIPATING

UT-Battelle, LLC GTU3032131 Effective: January 1, 2024

Aug/2023



# **Important Notice to Policyholders**

In the event you need to contact someone about this policy for any reason, please contact your agent. If you have additional questions, you may contact Zurich North America Commercial at the following address and telephone number:

Customer Inquiry Center Zurich North America Commercial 1299 Zurich Way Schaumburg, IL 60196 1-800-382-2150

Written correspondence is preferable so that a record of your inquiry may be maintained. When contacting your agent or this company, please have your policy number available.

#### NOTICE CONCERNING COVERAGE UNDER THE TENNESSEE LIFE AND HEALTH INSURANCE GUARANTY ASSOCIATION ACT

Residents of Tennessee who purchase life insurance, annuities or health insurance should know that the insurance companies licensed in this state to write these types of insurance are members of the Tennessee Life and Health Insurance Guaranty Association. The purpose of this association is to assure that policyholders will be protected, within limits, in the unlikely event that a member insurer becomes financially unable to meet its obligations. If this should happen, the Guaranty Association will assess its other member insurance companies for the money to pay the claims of insured persons who live in the state and, in some cases, to keep coverage in force. The valuable extra protection provided by these insurers through the Guaranty Association is not unlimited, however. And, as noted below, this protection is not a substitute for consumers' care in selecting companies that are well-managed and financially stable.

The state law that provides for this safety-net coverage is called the Tennessee Life and Health Insurance Guaranty Association Act. The following is a brief summary of this law's coverages, exclusions and limits.

This summary does not cover all provisions of the law or describe all of the conditions and limitations relating to coverage. This summary does not in any way change anyone's rights or obligations under the act or the rights or obligations of the Guaranty Association.

#### COVERAGE

Generally, individuals will be protected by the Life and Health Insurance Guaranty Association if they live in this state and hold a life or health insurance contract, an annuity, or if they are insured under a group insurance contract issued by an insurer authorized to conduct business in Tennessee. Health insurance includes disability and long term care policies. The beneficiaries, payees or assignees of insured persons are protected as well, even if they live in another state.

#### EXCLUSIONS FROM COVERAGE

However, persons holding such policies are not protected by this Guaranty Association if:

- 1. they are eligible for protection under the laws of another state (this may occur when the insolvent insurer was incorporated in another state whose guaranty association protects insured who live outside that state);
- 2. the insurer was not authorized to do business in this state;
- 3. their policy was issued by an HMO, a fraternal benefit society, a mandatory state pooling plan, a mutual assessment company or similar plan in which the policyholder is subject to future assessments, or by an insurance exchange.

The Guaranty Association also does not provide coverage for:

- 1. 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 a variable contract sold by prospectus;
- 2. any policy of reinsurance (unless an assumption certificate was issued);
- 3. interest rate yields that exceed an average rate;
- 4. dividends;
- 5. credits given in connection with the administration of a policy by a group contractholder;
- 6. employers' plans to the extent they are self-funded (that is, not insured by an insurance company, even if an insurance company administers them);
- 7. unallocated annuity contracts (which give rights to group contractholder, not individuals).

#### LIMITS ON AMOUNT OF COVERAGE

The act also limits the amount the Guaranty Association is obligated to pay out. The Guaranty Association cannot pay more than what the insurance company would owe under a policy or contract. For any one insured life, the Guaranty Association guarantees payments up to a stated maximum no matter how many policies and contracts there were with the same company, even if they provided different types of coverage. These aggregate limits per life are as follows:

- \$300,000 for policies and contracts of all types, except as described in the next point
- \$500,000 for basic hospital, medical and surgical insurance and major medical insurance issued by companies that become insolvent after January 1, 2010

Within these overall limits, the Guaranty Association cannot guarantee payment of benefit greater than the following:

- life insurance death benefits \$300,000
- life insurance cash surrender value \$100,000
- present value of annuity benefits for companies insolvent before July 1, 2009 \$100,000
- present value of annuity benefits for companies insolvent after June 30, 2009 \$250,000
- health insurance benefits for companies declared insolvent before January 1, 2010 \$100,000
- health insurance benefits for companies declared insolvent on or after January 1, 2010:
- \$100,000 for limited benefits and supplemental health coverages
- \$300,000 for disability and long term care insurance
- \$500,000 for basic hospital, medical and surgical insurance or major medical insurance

The Tennessee Life and Health Insurance Guaranty Association may not provide coverage for this policy. If coverage is provided, it may be subject to substantial limitations or exclusions, and require continued residency in Tennessee. You should not rely on coverage by the Tennessee Life and Health Insurance Guaranty Association in selecting an insurance company or in selecting an insurance policy.

Coverage is NOT provided for your policy or any portion of it that is not guaranteed by the insurer for which you have assumed the risk, such as a variable contract sold by prospectus.

Insurance companies or their agents are required by law to give or send you this notice. However, insurance companies and their agents are prohibited by law from using the existence of the Guaranty Association to induce you to purchase any kind of insurance policy.

Tennessee Life and Health Guaranty Association 1200 One Nashville Place 150 4<sup>th</sup> Avenue North Nashville, TN 37219

Tennessee Department of Commerce and Insurance 500 James Robertson Parkway Nashville, TN 37243



# 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



## **Privacy** Notice

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

#### Dear Customer:

rev. January 2020

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

Overview		UNDERSTANDING HOW WE USE YOUR PERSONAL INFORMATION	
Why are receiving Notice?	you this	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		The types of NPI we collect depend on the product or service you have with us. This information can include:	
Information we collect?	do	• 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;	
		<ul> <li>Property information and similar data about you or your property, such as property appraisal reports; and</li> </ul>	
		• 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?	<ul> <li>We share your NPI in the course of supporting your insurance coverage or non-insurance products or services, as authorized by law, or with your consent. This includes sharing, as permitted by law, your NPI with affiliated parties and nonaffiliated third parties, as applicable, in the course of supporting your insurance coverage or non-insurance products.</li> <li>These affiliates and nonaffiliated third parties include: <ul> <li>Financial service providers, such as banks and other insurance companies;</li> <li>Non-financial companies, such as medical providers and nonaffiliated service providers that perform marketing services on our behalf; and</li> <li>Others, such as consumer reporting agencies and insurance information sharing bureaus.</li> </ul> </li> </ul>		
	In the section below, we list the reasons we can sha you can opt out of this sharing (or if you are a reside this sharing).	•	
Reasons we can sl	nare 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?
transactions, admi	y business purposes – such as to process your nister insurance coverage, products or services, ount, 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
<b>For our affiliates' everyday business purposes</b> – 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 inf	ormation
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	Employees who have access to your NPI are required to maintain and protect the confidentiality	
NPI?	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 tollfree number at 1-800-382-2150. You may also reasonably describe the information you seek in writing and send your written request to the Privacy Office via mail (Zurich – Privacy Office, 1299 Zurich Way, Schaumburg, IL 60196) or via email at privacy.office@zurichna.com. If you would like a copy of your recorded personal information that we reasonably can locate and retrieve, we may charge you a reasonable fee to cover the costs incurred in providing you a copy of the recorded information if it is permitted by law. If you request medical records, we may elect to supply that information to you through your designated medical professional for security purposes. We may also direct you to a consumer reporting agency to obtain certain consumer report information.

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

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

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

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

Key words and phrases	TERMS YOU SHOULD KNOW
Definitions	
Everyday business purposes	<ul> <li>The actions necessary for financial companies like the Company to conduct business and manage customer accounts, such as:</li> <li>Processing transactions, mailing and auditing services;</li> </ul>
	<ul> <li>Administering insurance coverage, product, services or claims;</li> <li>Providing information to credit bureaus;</li> </ul>

• Protecting against fraud;

• Responding to court/governmental orders or subpoenas and legal investigations; and

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	Responding to insurance regulatory authorities.
Affiliates	<ul> <li>Financial or nonfinancial companies related by common ownership or control.</li> <li>Company affiliates include insurance and non-insurance companies under common ownership with the Company and that provide insurance and non-insurance products or services.</li> </ul>
Nonaffiliated Third Parties	<ul> <li>Financial or nonfinancial companies not related by common ownership or control. We may share your information with companies that we hire to perform marketing and business services for us, such as data processing, computer software maintenance and development, and transaction processing. When we share information with others to perform these services, they are required to take appropriate steps to protect this information and use it only for purposes of performing the services.</li> <li>The Company does not share information with nonaffiliates to market their products to you.</li> </ul>

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

Changes to this Privacy Notice; contact us	We may change the policies, standards and procedures described in this Notice at any time to comply with applicable laws and/or to conform to our current business practices. We will notify you of material changes. If you have any questions about your contract with us, you should contact your agent.
	If you have questions specific to our Privacy Notice, contact our Privacy Office via mail (Zurich – Privacy Office, 1299 Zurich Way, Schaumburg, IL 60196) or via email at privacy.office@zurichna.com.

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

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