Group Accident Policy

In return for the payment of premium expressed in the Schedule, We agree to pay the benefits of this Group Accident Policy to the persons insured hereunder, subject to the terms and conditions, which follow. We have issued the Group Accident Policy to the Policyholder. The Group Accident Policy is executed as of the Policy date which is its date of issue, and from which anniversary dates are measured. The Group Accident Policy is delivered in, and subject to the laws of the Contract Situs in which it is issued.

This Group Accident Insurance Policy provides accident coverage only. This policy does not provide coverage for sickness.

POLICYHOLDER: University of Kentucky
410 Administration Drive
Lexington, KY 40506

POLICY NUMBER: GTU 5466939

POLICY DATE: July 1, 2015 to Continuous
(All Insurance begins and ends at 12:01 a.m. at Policyholder’s Address)

CONTRACT SITUS: Kentucky

The following pages, including any riders, endorsements, schedule pages, Insured enrollment forms, applications or amendments, are a part of this Group Accident Policy. We and the Policyholder have agreed to all the terms of this Group Accident Policy.

This is a legal contract between the Policyholder and Us.
READ THE GROUP ACCIDENT POLICY CAREFULLY

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

Nancy D. Mueller  
President  
Zurich American Insurance Company

Dennis Kerrigan  
Corporate Secretary  
Zurich American Insurance Company

NON-PARTICIPATING
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SECTION I – ELIGIBILITY AND EFFECTIVE DATES OF INSURANCE

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 regular full-time employees of the Policyholder.

If an Insured suffers an 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.

EFFECTIVE DATE OF INSURANCE FOR THE INSURED:

A. For eligible individuals hired prior to July 1, 2015:
   July 1, 2015, provided the completed enrollment material is received by the Policyholder on or prior thereto.

B. For eligible individuals hired on or after July 1, 2015:
   On the first day of the month following the date the completed enrollment material is received by the Policyholder.

SECTION II – SCHEDULE

COVERAGES(S):

<table>
<thead>
<tr>
<th>Class Covered</th>
<th>24 Hour Accident Protection, Business and Pleasure, Excluding Corporate Owned or Leased Aircraft, Passenger Only, H-1</th>
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</thead>
<tbody>
<tr>
<td></td>
<td>Exposure and Disappearance Coverage</td>
</tr>
</tbody>
</table>

BENEFITS:

ACCIDENTAL DEATH BENEFIT

<table>
<thead>
<tr>
<th>Class Covered</th>
<th>Principal Sum: One (1) times the employees Base Annual Earnings* to a maximum of $1,000,000.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>* Base Annual Earnings means the employee's base annual pay excluding overtime, bonuses, commissions and special compensation.</td>
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</tbody>
</table>

ACCIDENTAL DISMEMBERMENT AND PLEGIA BENEFIT

<table>
<thead>
<tr>
<th>Class Covered</th>
<th>Principal Sum: Same as above.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Coma Benefit</td>
</tr>
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ADDITIONAL BENEFITS:

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<thead>
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<th>Class Covered</th>
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<tbody>
<tr>
<td></td>
<td>Day Care Benefit</td>
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<td></td>
<td>Hearing Aid or Prosthetic Appliance Benefit</td>
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<td></td>
<td>Higher Education Benefit</td>
</tr>
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<td></td>
<td>Home Alteration and Vehicle Modification Benefit</td>
</tr>
<tr>
<td></td>
<td>Rehabilitation Benefit</td>
</tr>
<tr>
<td></td>
<td>Spouse/Domestic Partner Retraining Benefit</td>
</tr>
<tr>
<td></td>
<td>Travel Assistance Plan</td>
</tr>
</tbody>
</table>
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 and Actively at Work describes an employee who is able and available for active performance of all of his or her 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 the employee is able and available for active performance of all of his or her regular duties and was working the day immediately prior to the date of his or her absence.

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

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 this Policy to which benefits and additional benefits apply. The Hazards are listed in the Coverages Section on the Schedule.

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

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

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

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

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

Domestic Partner means as defined in the Policyholder's medical plan as on file and approved by Us.

Injury means a bodily Injury.

Insured means an individual who is eligible for Coverage under this Policy as provided in the Eligibility and Classification of Insureds part of Section I, 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 this Group Accident Insurance Policy.

Policyholder means the group named on the front page of this 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 this 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
- banner towing
- bird or fowl herding
- crop dusting
- crop seeding
- crop spraying
- endurance tests
- exploration
- fire fighting
- flight on a rocket-propelled or rocket launched aircraft
- flight which requires a special permit or waiver from the authority having jurisdiction over civil aviation, even though granted

Spouse, if used in this Policy, means the Insured’s legally married Spouse.

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

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

SECTION IV – COVERAGES

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

The Hazards insured against by this Policy are:

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

Hazard Limitations:

Air travel Coverage is limited to a loss sustained during a trip, while the Insured 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 Insured 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;
   3. any aircraft Owned or Controlled by, or Under lease to an Insured or a member of an Insured's family or household;
   4. any aircraft operated by the Policyholder or one of the Policyholder's employees including members of an employee's family or household;
   5. any aircraft engaged in a Specialized Aviation Activity;
   6. any conveyance used for tests or experimental purposes, or in a race or speed test.

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

EXPOSURE AND DISAPPEARANCE COVERAGE

If an Insured 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 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 Principal Sum, subject to all Policy terms. We have the right to recover the benefit if We find that the Insured 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 an Insured 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 an Insured 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.

<table>
<thead>
<tr>
<th>Covered Loss of</th>
<th>Benefit</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Both Hands or Both Feet</td>
<td>Principal Sum</td>
</tr>
<tr>
<td>2. One Hand and One Foot</td>
<td>Principal Sum</td>
</tr>
<tr>
<td>3. One Hand or One Foot plus the loss of Sight of One Eye</td>
<td>Principal Sum</td>
</tr>
<tr>
<td>4. Sight of Both Eyes</td>
<td>Principal Sum</td>
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<tr>
<td>5. Speech and Hearing</td>
<td>Principal Sum</td>
</tr>
<tr>
<td>6. Speech or Hearing</td>
<td>50% of Principal Sum</td>
</tr>
<tr>
<td>7. One Hand; One Foot; or Sight of One Eye</td>
<td>50% of Principal Sum</td>
</tr>
<tr>
<td>8. Thumb and Index Finger of the same Hand</td>
<td>25% of Principal Sum</td>
</tr>
</tbody>
</table>
Plegia

1. Quadriplegia (total paralysis of all four Limbs)  Principal Sum
2. Paraplegia (total paralysis of both lower Limbs)  75% of Principal Sum
3. Hemiplegia (total paralysis of upper and lower Limbs on one side of the body)  50% of Principal Sum
4. Uniplegia (total paralysis of one Limb)  25% of Principal Sum

For purposes of this benefit:

1. **Covered Loss** means:
   a. For a foot or hand, actual severance through or above an ankle or wrist joint;
   b. Actual severance through or above the metacarpophalangeal joint of a thumb or index finger;
   c. Total and permanent loss of sight;
   d. Total and permanent loss of speech;
   e. Total and permanent loss of hearing.

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

The Coma Benefit is equal to 5% of the Insured's Principal Sum, and will be paid each month the Insured remains in a Coma following the initial thirty-one (31) day period. The Coma Benefit will end on the earliest of the following:

1. the Insured is no longer in a Coma which directly resulted from the Injury;
2. the Insured has received a Coma Benefit for 100 months.

Coma will be determined by Our duly licensed physician.

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

**SECTION VI – ADDITIONAL BENEFITS**

**CARJACKING BENEFIT**

If an Insured 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 Insured 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 Insured taking unlawful possession of a private passenger automobile by means of force or threats against the person(s) then rightfully occupying it.

**DAY CARE BENEFIT**

If an Insured suffers 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. 5% of the **Principal Sum** of the **Insured** who suffered the **Covered Loss**; or
3. $5,000.

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.

**HEARING AID OR PROSTHETIC APPLIANCE BENEFIT**

If an **Insured** 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 **Insured** 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 **Insured** 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** actually paid by the **Insured**.

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 **Insured**'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 **Insured's Principal Sum** or $25,000.

**HIGHER EDUCATION BENEFIT**

If the **Insured** suffers 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 **Dependent Child**.

A **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 is 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 Benefit** will be equal to 10% of the **Insured's Principal Sum**, to a maximum of $50,000. This amount will be paid annually for four (4) consecutive years if the **Dependent Child** continues his or her education. Before this benefit is paid each year, the **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.

If, at the time of the **Accident**, a **Plan** covering the **Insured's Dependents** was selected, but there are no **Dependent Child(ren)** who qualify for this benefit, We will pay an additional benefit of $2,000 to the designated beneficiary.
HOME ALTERATION AND VEHICLE MODIFICATION BENEFIT

If an Insured 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 Insured 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 Insured to need the wheelchair.

The amount We will pay will be equal to:

1. the one-time cost of alterations to the Insured'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 10% of the Insured's Principal Sum or $50,000.

REHABILITATION BENEFIT

If the Insured 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 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 the Insured's 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 the Insured's Injury; and
3. prepares the Insured for an occupation that he or she 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.

SPOUSE/DOMESTIC PARTNER RETRAINING BENEFIT

If an Insured suffers an Injury resulting in a Covered Loss, which is payable under the Accidental Death Benefit, We will pay to his or her Spouse/Domestic Partner the actual cost of any professional or trade-training program in which the Spouse/Domestic Partner 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 the death of the Insured; and
3. the professional or trade training program is licensed by the state.

The maximum amount payable under this benefit will be the lesser of 3% of the Insured's Principal Sum or $25,000.
TRAVEL ASSISTANCE PLAN

This Travel Assistance Plan will apply to the following Covered Persons when they are traveling 100 miles or more from their Principal Residence: the Insured and his or her Spouse/Domestic Partner and or Child(ren) if the Spouse/Domestic Partner and or Child(ren) are with the Insured while he or she is covered under this Policy. The Spouse/Domestic Partner or Child(ren) will not be covered while making a trip without the Insured. The transportation and/or services provided under this Travel Assistance Plan must be pre-authorized by Us. Under this Policy, the Travel Assistance Plan consists of the following:

- TRAVEL ASSISTANCE BENEFITS

  Medical Evacuation
  
  If a Covered Person is Injured or Ill on a Covered Trip and is being treated in a hospital, medical facility, clinic or by a medical provider which, based upon Our evaluation, cannot provide medical care in accordance with Western Medical Standards, We will arrange for, and cover the cost for, the transport of the Covered Person to the nearest hospital or medical facility which can provide such care. We must be contacted prior to the transport and We must pre-authorize the transport for benefits to be payable. No transport will be arranged for and/or covered without the prior recommendation of the attending physician.
  
  For the limited purpose of determining Our liability, We have the sole right to determine the standard of care of a hospital or medical facility, clinic or medical provider.

  Medical Repatriation
  
  If a Covered Person is Injured or Ill on a Covered Trip and has sufficiently recovered to travel in a non-scheduled commercial air flight or a regularly scheduled air flight with special equipment and/or personnel with minimal risk to his or her health, We will arrange for, and cover the cost for, the transport of the Covered Person to his or her Principal Residence, or to his or her residence in the country where he or she is currently assigned (at his or her option), in such transportation. We must be contacted prior to the transport and We must pre-authorize the transport for benefits to be payable. No transport will be arranged for and/or covered without the prior recommendation of the attending physician.
  
  For the limited purpose of determining Our liability, We have the sole right to determine the scheduling, the mode of transportation and the special equipment and/or personnel which are covered.

  Non-Medical Repatriation
  
  If a Covered Person is Injured or Ill on a Covered Trip and has sufficiently recovered to travel in a regularly scheduled economy class air flight without special equipment or personnel with minimal risk to his or her health, We will pay for the increase in cost to change the travel date on the return air flight and/or for an upgrade in the seating, to his or her Principal Residence or to the country where he or she is currently assigned (at his or her option). We must be contacted prior to the transport and We must agree to the change in the travel date and/or upgrade for benefits to be payable. No change or upgrade will be made without the prior recommendation of the attending physician. The upgrade will be subject to Our sole discretion.

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

  Visit to Hospital
  
  If a Covered Person is scheduled to be hospitalized for more than seven (7) consecutive days while on a Covered Trip, We will arrange for, and cover the cost of, a regularly scheduled round trip economy class air flight of the person chosen by the Covered Person to visit the Covered Person while he or she is hospitalized. We must pre-authorize the transportation for benefits to be payable.
Return of Child

If a Covered Person is traveling with a Child(ren), who is under nineteen (19) years of age or a Child(ren) who prior to age nineteen (19) became incapable of self-sustaining employment by reason of mental retardation or physical handicap and remains chiefly dependent upon the Covered Person for support and maintenance, while on a Covered Trip, and due to the Illness or Injury to the Covered Person, such Child(ren) is left unattended, We will arrange for, and cover the cost of, the transport of the Child(ren) by a regularly scheduled economy class air flight to the location chosen by the Covered Person, and for an attendant, if applicable. We must pre-authorize the transportation of the Child(ren) and attendant, if applicable, for benefits to be payable.

Return of Companion

If a Covered Person is traveling with a companion while on a Covered Trip, and due to the Illness or Injury to the Covered Person the Covered Person cannot complete the Covered Trip as scheduled, We will pay for the lesser of the change fee for the companion’s return air flight or a one-way economy class flight. We must pre-authorize such costs for benefits to be payable.

• TRAVEL ASSISTANCE EXCLUSIONS

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

1. the Covered Trip was undertaken for the specific purpose of securing medical treatment;
2. the Injuries or Illness requiring medical services resulted from the Covered Person being under the influence of any controlled substance, unless such controlled substance was prescribed by a physician and was taken in accordance with the prescribed dosage;
3. with respect to a MEDICAL EVACUATION, the medical care, which is being provided, is consistent with Western Medical Standards. We have sole discretion in making that determination;
4. with respect to MEDICAL EVACUATION, it is not medically necessary to transport the Covered Person to another hospital or medical facility. We have the sole discretion in making that determination;
5. based upon the medical condition of the Covered Person and/or the local conditions and circumstances, We determine that MEDICAL EVACUATION or MEDICAL REPATRIATION is not appropriate. We have sole discretion in making that determination;
6. any local, state, country or international law prohibits the provision of the transportation or services provided for under this plan. We will be fully and completely excused from performance and discharged from any contractual obligation;
7. We did not pre-authorize the transportation and/or services.

• TRAVEL ASSISTANCE DEFINITIONS

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

“Covered Trip” means when a Covered Person is traveling more than 100 miles from his or her Principal Residence and such travel is covered under the Policy and is not excluded under the TRAVEL ASSISTANCE EXCLUSIONS set forth above.

“Illness” or “Ill” means a sickness or disease which impairs normal functions of the body.

“Injured” “Injury” or “Injuries” means a bodily Injury or Injuries and is not limited to accidental bodily injuries.

“Principal Residence” means the legal domicile of the Covered Person.

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

For the purpose of the Travel Assistance Plan, if there are any differences in the definition of a term between the Travel Assistance Plan and the Policy, the definition in the Travel Assistance Plan will govern.
• TRAVEL ASSISTANCE - OTHER PROVISIONS

Right of Recovery

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

Reservation of Rights

We reserve the right to suspend, curtail or limit Our coverage in any area in the event of rebellion, riot, military uprising, war, terrorism, labor disturbance, strike, nuclear accident, act of God or refusal of authorities to permit Us to provide services or in any country for which a travel warning has been issued by the Department of State of the United States of America.

Scope

Illness, as covered under this Travel Assistance Plan, is solely covered under this Travel Assistance Plan, and in no way supersedes or modifies the other Coverages provided under this Policy.

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

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. parasailing, bungee jumping, heli-skiing, scuba diving or any other extra-hazardous activity;
7. being intoxicated while operating a motor vehicle.
   a. An Insured will be conclusively presumed to be intoxicated if the level of alcohol in his or her blood exceeds the amount at which a person is presumed, under the law of the locale in which the Accident occurred, to be intoxicated, if operating a motor vehicle.
   b. An autopsy report from a licensed medical examiner, law enforcement officer reports, or similar items will be considered proof of the Insured's intoxication.
8. being under the influence of any prescription drug, narcotic, or hallucinogen, unless such prescription drug, narcotic, or hallucinogen was prescribed by a physician and taken in accordance with the prescribed dosage;
9. travel or flight in any aircraft except to the extent stated in the Coverage Section;
10. release, whether or not accidental, or by any person unlawfully or intentionally, of nuclear energy or radiation, including sickness or disease resulting from such release;
11. a cardiovascular event or stroke caused by exertion prior to or at the same time as an Accident;
12. alcoholism, drug addiction or the use of any drug or narcotic except as prescribed by a licensed medical provider operating within his or her scope of authority.
SECTION VIII – GENERAL LIMITATIONS

Limitation on Multiple Covered Losses. If an Insured 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 an Insured can recover benefits under more than one of the following benefits: Accidental Death Benefit, Accidental Dismemberment and Plegia Benefit, Coma Benefit, as a result of the same Accident, the most We will pay for these benefits in total is the Insured’s Principal Sum.

Limitation on Multiple Hazards. If an Insured 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

A. Policy Termination.

Termination by Policyholder. The Policyholder may terminate this Policy on the first renewal date or at any time after that date by delivering to Us a written notice to end this Policy at least thirty (30) days in advance of such termination. We will calculate and return the unearned premium, if any, using a standard short rate table. The Policyholder will send Us any additional amounts owed, if any, between the Policy’s paid to date and the official date of termination.

Termination by Us. We may terminate this Policy by giving the Policyholder at least thirty (30) days notice of Our intent to terminate. Such notice will state the exact date the Policy will terminate. We may also 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.

B. Termination of Individual’s Insurance.

Insured. Insurance terminates at the end of the month for which premium has been paid and during which any of the following occurs:

1. the Policy is terminated;
2. the Insured ceases to be eligible for insurance;
3. the Insured fails to pay the required premium, if the Insured is so required;
4. the Insured reaches age 75;
5. the Insured retires.

SECTION X - 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. 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 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 60196-8041, or any of Our agents. Notice to Our agents is considered notice to Us.

B. Claim Forms. We will send the claimant proof of Covered Loss forms within fifteen (15) days after We receive notice. If the claimant does not receive the proof of Covered Loss form in fifteen (15) days after submitting notice, he or she can send Us a detailed written report of the claim and the extent of the Covered Loss. We will accept this report as a proof of Covered Loss if sent within the time fixed below for filing a proof of Covered Loss.

C. Proof of Covered Loss. Written proof of Covered Loss, acceptable to Us, must be sent within ninety (90) days of the Covered Loss. Failure to furnish proof of Covered Loss acceptable to Us within such time will neither invalidate nor reduce any claim if it was not reasonably possible to furnish the proof of Covered Loss, and the proof was provided as soon as reasonably possible.
SECTION XI - 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 that is acceptable to Us. Unless an optional periodic payment is stated or chosen, any Covered Loss to be paid in periodic payments will be paid at the end of each four-week period. The unpaid balance, which remains when Our liability ends, will then be paid when We receive the proof of Covered Loss that is acceptable to Us.

B. Who We Will Pay.

1. Loss of Life of an Insured. Covered Losses resulting from the Insured’s death are paid to the named beneficiary at the time of death. If there is no beneficiary named or the named beneficiary predeceases or dies at the same time as the Insured, We will pay the benefit to the beneficiary named by the Insured for the Policyholder’s Group Life Insurance policy. If there is no beneficiary named by the Insured for the Policyholder’s Group 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 legally married 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.

C. Physical Examination and Autopsy. We have the right to examine an Insured when and as often as We may reasonably request while the claim is pending. Such examination will be at Our expense. We can have an autopsy performed unless forbidden by law.

D. Choice of Service Provider. The Insured has the sole right to choose his or her duly licensed physician and hospital.

SECTION XII - 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. 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 unless the previous beneficiary was designated as irrevocable. Any beneficiary designation must be 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.

B. Change or Waiver. A change or waiver of any terms or conditions of this Policy must be issued by Us in writing and signed by one of Our executive officers. No agent has authority to change or waive Policy terms or conditions. A failure to exercise any of Our rights under this Policy will not be deemed as a waiver of such rights in the same or future situations.

C. Clerical Error. A clerical error or omission will not increase or continue an Insured’s Coverage, which otherwise would not be in force. If an Insured applies for insurance for which he or she is not eligible, We will only be liable for any premiums paid to Us.

D. Conformity with Statute. Terms of this Policy that conflict with the laws of the state where it is delivered are amended to conform to such laws.

E. Entire Contract. This Policy, the Policyholder application, Insured enrollment materials, and any attachments represent the entire insurance contract between the Policyholder and Us.

F. Grace Period. Premiums are due for this Policy on or before the premium due date or renewal date, whichever applies. If the Policyholder does not pay a renewal premium when it is due, there is a thirty-one (31) day Grace Period to pay. During the Grace Period, the Policy will stay in force. The Policyholder will not have a Grace Period if We have given notice, at least thirty (30) days in advance, that We are going to terminate this Policy.

G. Insured Certificates. We will give to the Policyholder a Certificate, in either paper or electronic format, for their Insureds, where required by state law. The Policyholder will either give or make these Certificates available to the Insureds. Such Certificate will contain a summary of terms that affect benefits.
H. Policyholder Records. The Policyholder will keep a record of the Coverage, premium and other pertinent administrative information for each Insured, which, if acceptable to Us will be deemed to be a part of the Policy. We may examine these records at reasonable times while the Policy is in force and for six years after the termination of the Policy. The Policyholder will report to Us within a reasonable time all changes in information regarding an Insured. The Policyholder will indemnify Us for any benefits or other payments that are caused in whole or in part by the Policyholder’s negligence or error in performing the record keeping function.

I. Suit Against Us. No action on this Policy may be brought until sixty (60) days after written proof of Covered Loss has been sent to Us. Any action must commence within three (3) years, (five (5) years in Kansas and Tennessee; and six (6) years in South Carolina and Wisconsin) of the dates the written proof of Covered Loss was required to be submitted. If the law of the state where the Insured lives makes such limit void, then the action must begin within the shortest time period permitted by law. In those states where binding arbitration is allowed, binding arbitration will supersede this provision.

J. Renewal. This Policy will automatically renew for an additional twelve-month period unless either party expresses its intent not to renew as specified by Policy termination provisions.

K. ERISA Claims Fiduciary. The Policyholder agrees that the Policy constitutes the plan and plan document under the Employee Retirement Income Security Act of 1974 as amended (ERISA). The Policyholder designates Us as the claims fiduciary of this plan and gives Us the discretionary authority to determine eligibility for benefits and to construe the terms of the plan. The Policyholder agrees to comply with the disclosure and reporting requirements of ERISA regarding the plan and Our designation and authority as the claims fiduciary.

L. 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.

M. Arbitration. Any contest to a claim denial under this Policy will be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction. The arbitration will occur at the offices of the American Arbitration Association nearest to the Insured. The arbitrator(s) will not award consequential or punitive damages in any arbitration under this section. This provision does not apply if the Insured is a resident of a state where the law does not allow binding arbitration in an insurance Policy, but only if this Policy is subject to its laws. In such a case, binding arbitration does not apply. This provision bars the institution of lawsuit by the Insured.

N. Newly Acquired Corporation If the Policyholder acquires a corporation through stock purchase, exchange of stock or otherwise, and notifies Us of such acquisition within ninety (90) days thereafter, the eligible employees of the Newly Acquired Corporation will be insured under this Policy as of the effective date of such acquisition.

If the Policyholder does not notify Us and provide Us with the underwriting information necessary for Us to determine the amount of additional premium required, if any, within the ninety (90) days, or does not pay such additional premium, if any, as required, the Coverage for the employees of the Newly Acquired Corporation will terminate. However, the Policyholder will be liable for the payment of any premium required for the period such Coverage was in effect.

University of Kentucky
GTU 5466939
Effective: July 1, 2015
AMENDATORY ENDORSEMENT  
Safety Device Benefit  

ZURICH AMERICAN INSURANCE COMPANY  
1400 American Lane  
Schaumburg, Illinois 60196  

This endorsement, effective July 1, 2015, forms a part of Policy No. GTU 5466939, issued to University of Kentucky.  

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.  

This endorsement modifies insurance provided under the Group Accident Policy.  

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

SECTION II – SCHEDULE is amended to include the following:  

<table>
<thead>
<tr>
<th>ADDITIONAL BENEFITS:</th>
<th>Classes Covered</th>
</tr>
</thead>
<tbody>
<tr>
<td>Safety Device Benefit</td>
<td>All</td>
</tr>
</tbody>
</table>

SECTION VI – ADDITIONAL BENEFITS is amended to include the following:  

SAFETY DEVICE BENEFIT  

If an Insured 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 Accident, We will pay an additional benefit, which equals 20% of the Insured's Principal Sum up to a maximum of $50,000, provided that the Insured was:  

1. operating or riding as a passenger in or on any private passenger automobile, motorcycle, scooter, moped, bicycle, boat or seagoing vessel, sailboard, personal watercraft, all-terrain vehicle, all-terrain cycle, snowmobile or while participating in downhill skiing, snowboarding, horseback riding, water skiing or other towed activities; and  
2. wearing or protected by, as per manufacturer’s instructions, any of the following:  
   a. an original, equipped, factory installed or manufacturer authorized and unaltered seat belt, or lap and shoulder restraint at the time of the Injury.  
   b. a manufacturer equipped air bag, provided the Insured's seat belt or lap and shoulder restraint was fastened at the time of the Accident.  
   c. an Approved Personal Flotation Device while the Insured is swimming, engaging in water sports or legally operating or riding as a passenger in a boat, seagoing vessel, sailboard or personal watercraft.  
   d. an Approved Motorcycle Helmet while the Insured is operating or riding as a passenger on a motorcycle, scooter, moped, all-terrain vehicle (ATV), or all-terrain cycle (ATC) that is being operated legally per all local and state laws, rules and regulations.  
   e. an Approved Snowmobile Helmet while the Insured is operating or riding as a passenger on a snowmobile that is being operated legally.  
   f. an Approved Bicycle Helmet, while the Insured is legally operating a bicycle.  
   g. an Approved Ski Helmet while the Insured is engaged in downhill skiing or snowboarding, after purchasing a valid lift ticket and skiing/snowboarding during normal operating hours and on the marked premises of the facility selling the lift ticket.  
   h. an Approved Equestrian Helmet while the Insured is engaged in horseback riding.  
   i. an Approved Protective Helmet while the Insured is actively at work.  
   j. Approved Body Armor while the Insured is actively at work.
Verification of the **Insured’s** actual use of the Safety Device is required as follows:

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

**We** will not pay a **Safety Device Benefit** if the **Insured** was the driver or operator of any private passenger automobile, motorcycle, scooter, moped, bicycle, boat or seagoing vessel, sailboard, personal watercraft, all-terrain vehicle, all-terrain cycle, snowmobile or while participating in downhill skiing, snowboarding, horseback riding, water skiing or other towed activities, if at the time the **Insured** was:

1. under the influence of alcohol:
   a. a driver/operator 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 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; or
3. engaged in contests or competitions.

**SAFETY DEVICE BENEFIT DEFINITIONS:**

- **Approved Personal Flotation Device (PFD)** means a United States Coast Guard approved Type I, II, III or V PFD of appropriate size for the intended user. For water skiing, other towed activities or operation of a personal watercraft a PFD labeled for that activity must be used.

- **Approved Motorcycle Helmet** means a helmet meeting United States Department of Transportation Federal Motor Vehicle Safety Standard (FMVSS) 218 or subsequent standard(s).

- **Approved Snowmobile Helmet** means a helmet meeting the United States Department of Transportation FMVSS 218 or subsequent standard(s).

- **Approved Bicycle Helmet** means a helmet meeting American Society of Testing and Materials (ASTM) standard F1447 or subsequent standard(s).

- **Approved Ski Helmet** means a helmet conforming to Snell Memorial Foundation standards S-98 or RS-98 or ASTM standard F2040 or subsequent standard(s).

- **Approved Equestrian Helmet** means a helmet conforming to Snell Memorial Foundation standard E-2001 or ASTM standard F1163 or subsequent standard(s).

- **Approved Protective Helmet** means a helmet complying with American National Standards Institute (ANSI) standard Z89.1-2003 or subsequent standard(s).

- **Approved Body Armor** means a ballistic-resistant vest complying with National Institute of Justice (NIJ) Standard-0101.06 or subsequent standard(s).

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

**Endorsement No. 1**

Signed for by Zurich American Insurance Company [Signature]  Date: July 16, 2015
This endorsement, effective July 1, 2015, forms a part of Policy No. GTU 5466939, issued to University of Kentucky.

**AMENDMENTS TO THE POLICY**

It is hereby understood and agreed that effective July 1, 2015 the following changes will take place in the Policy:

I. The definition of **Dependent Child(ren)** in the Policyholder’s medical plan is incorporated into this Policy as if the language had been inserted into this Policy and replaces any definition of **Dependent Child(ren)** that currently exists in this Policy.

II. The following exclusions are deleted in their entirety from SECTION VII – GENERAL EXCLUSIONS of the Policy:

   6. parasailing, bungee jumping, heli-skiing, scuba diving or any other extra-hazardous activity;
   10. release, whether or not accidental, or by any person unlawfully or intentionally, of nuclear energy or radiation, including sickness or disease resulting from such release;
   11. a cardiovascular event or stroke caused by exertion prior to or at the same time as an Accident;
   12. alcoholism, drug addiction or the use of any drug or narcotic except as prescribed by a licensed medical provider operating within his or her scope of authority.

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

Endorsement No. 2

Signed for by Zurich American Insurance Company ____________________________

Date: July 16, 2015
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 Personal Information We Collect About You

Dear Customer:           rev October 2011

We care about your privacy. That is why we believe in your right to know what nonpublic personal information we collect about you and what we do with that information. This Privacy Notice describes the nonpublic personal information we collect about you and how we handle the information as it relates to individuals who either own or are covered by insurance we issue, or who use other financial products or services we provide.

Overview

UNDERSTANDING HOW WE USE YOUR PERSONAL INFORMATION

Why are you receiving this Notice?

Financial institutions, which include the Company, choose how they share your personal nonpublic information. 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 nonpublic personal information. You are receiving this Privacy Notice because our records show either that you are the owner of an insurance policy or you are (or are authorized to act on behalf of) a current insured, future beneficiary and/or claimant under a policy, product or services issued by the Company.

What types of Information do we collect?

The types of nonpublic personal information we collect and share depend on the product or service you have with us. For example, this information can include:

- Information about you we receive from you on applications or other forms, such as your name, address, telephone number, date of birth, your social security number, employment information, information about your income, medical information;
- Information about your transactions with the Company and its affiliates;
- Information about your claims history;
- Data from insurance support organizations, government agencies, insurance information sharing bureaus;
- Property information and similar data about you or your property; and
- Information we receive from a consumer reporting agency, such as a credit 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 nonpublic personal information we collect?

WE SHARE YOUR NONPUBLIC PERSONAL INFORMATION 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 NONPUBLIC PERSONAL INFORMATION WITH AFFILIATED PARTIES AND NONAFFILIATED THIRD PARTIES, AS APPLICABLE, IN THE COURSE OF SUPPORTING YOUR INSURANCE COVERAGE OR NON-INSURANCE PRODUCTS. IN THE SECTION BELOW, WE LIST THE REASONS WE CAN SHARE YOUR NONPUBLIC PERSONAL INFORMATION, WHETHER WE ACTUALLY SHARE YOUR NONPUBLIC PERSONAL INFORMATION, 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).

©2011 Zurich American Insurance Company
<table>
<thead>
<tr>
<th>Reasons we may share your personal information</th>
<th>Does Company Share?</th>
<th>Can you opt out of this sharing or limit this sharing or is your authorization required for this sharing?</th>
<th>For residents of Vermont: Do you have the right to opt in to allow this sharing?</th>
</tr>
</thead>
<tbody>
<tr>
<td>For our everyday business purposes – to affiliates and non-affiliates to process your transactions, administer insurance coverage, products or services, maintain your account and report to credit bureaus</td>
<td>Yes</td>
<td></td>
<td>No</td>
</tr>
<tr>
<td>For our marketing purposes or for joint marketing with other financial companies</td>
<td>No</td>
<td></td>
<td>We don't share</td>
</tr>
<tr>
<td>For our affiliates’ everyday business purposes – transaction and experience information</td>
<td>Yes</td>
<td></td>
<td>No</td>
</tr>
<tr>
<td>For our affiliates’ everyday business purposes – creditworthiness</td>
<td>No</td>
<td></td>
<td>No</td>
</tr>
<tr>
<td>For our affiliates to market to you</td>
<td>Yes</td>
<td></td>
<td>No</td>
</tr>
<tr>
<td>For non-affiliates to market to you</td>
<td>No</td>
<td></td>
<td>We don't share</td>
</tr>
</tbody>
</table>

**Collecting and safeguarding information**

<table>
<thead>
<tr>
<th>How often does the Company notify me about their practices?</th>
<th>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.</th>
</tr>
</thead>
</table>
| Why and how does the Company collect my nonpublic personal information? | We collect nonpublic personal information 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. We collect personal information from:  
  • Applications, forms and telephone, web site or written contact with you. This information can include social security number, driver’s license number and income.  
  • Your transaction(s) with us, our affiliates and other non-affiliated third parties. Transactional information includes such things as your insurance coverage, premiums, claims and payment history. Non-affiliated third parties may include appraisers, investigators, insurance companies, etc.  
  • Information from physicians, hospitals and other medical providers. We collect this information only in connection with the issuance of individual or group insurance policies on your life or health, and with the processing and adjustment of claims under that insurance. Information in a report prepared by an insurance support organization may be retained by that organization and provided to others. |
| What nonpublic personal information does the Company disclose? | We may provide to an affiliated or non-affiliated party the same nonpublic personal information listed above in the section entitled, "What information do we collect?". |
How does the Company safeguard my nonpublic personal information?

Employees who have access to your nonpublic personal information 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, NORTH DAKOTA, OHIO 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 written request reasonably describing the information you seek, and send your written request to: Privacy Office via mail (Zurich – Privacy Office, 1400 American Lane, T2 FL16, 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 you request medical records, we may elect to supply that information to you through your designated medical professional. 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 in writing, 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 must make your request in writing and send your written request to: Privacy Office via mail (Zurich – Privacy Office, 1400 American Lane, T2 FL16, Schaumburg, IL 60196) or via email at privacy.office@zurichna.com.

FOR HEALTH INSURANCE POLICIES ISSUED IN NEVADA:
If you wish to make a complaint or an inquiry concerning your health insurance policy, you may contact the Nevada Department of Business and Industry, Division of Insurance by calling (toll-free) (888) 872-3234. The hours of operation of the Division are Monday through Friday from 8 a.m. until 5 p.m., Pacific Standard Time.

Key words and phrases

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| **Affiliates** | Financial or nonfinancial companies related by common ownership or control.  
*Company affiliates include insurance and non-insurance companies under common ownership with the Company and that provide insurance and non-insurance products or services.* |
| **Non-affiliates** | Financial or nonfinancial companies not related by common ownership or control. We do not rent or sell your nonpublic personal information. However, we may share your information with companies that we hire to perform business services for us, such as data processing, computer software maintenance and development, and transaction processing. When we disclose information to 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 business services.  
*Company does not share information with non-affiliates to market to you.* |
| **Joint marketing** | A formal agreement between non-affiliated financial companies that together market financial products or services to you.  
*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, 1400 American Lane, T2 FL16, Schaumburg, IL  60196) or via email at privacy.office@zurichna.com.  

This Privacy Notice is sent on behalf of the following affiliated companies:  