



Travel Accident Plan

Plan Document and
Summary Plan Description





ZURICH

ZURICH AMERICAN INSURANCE COMPANY

Schaumburg, Illinois

Certificate of Insurance

Having issued Basic **Accident Policy** Number GTU0793827 to cover the eligible individuals of:

St. John's University

The insurance evidenced by this **Certificate** provides **ACCIDENT** insurance only. It does NOT provide basic hospital, basic medical or major medical insurance as defined by the New York State Department of Financial Services. **IMPORTANT NOTICE—THIS POLICY 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.

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SECTION I – ELIGIBILITY AND EFFECTIVE DATES

CERTIFICATE HOLDER:

- Class I:** The President of the Policyholder
- Class II:** All Employees who are direct reports to the President, and the following named Employee: Men's Basketball Head Coach
- Class III:** All Other Executive Management Employees who are on file with the Policyholder
- Class IV:** All Other Full-Time Employees of the Policyholder.
- Class V:** The eligible spouse or Domestic Partner of a Covered Person.
- Class VI:** The eligible Dependent child(ren) of a Covered Person.

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

YOUR EFFECTIVE DATE OF INSURANCE:

- A. For eligible individuals hired prior to June 1, 2026:
The Policy effective date.
- B. For eligible individuals hired on or after June 1, 2026:
The date of hire.

SECTION II – SCHEDULE

COVERAGES(S):

Classes Covered

24 Hour Accident Protection, Business and Pleasure Excluding Corporate Owned or Leased Aircraft, Passenger Only H-1	I, II
24 Hour Accident Protection While on Business Trip, Excluding Corporate Owned or Leased Aircraft, Passenger Only H-2	III, IV
24 Hour Accident Protection While on A Specified Trip, Excluding Corporate Owned or Leased Aircraft, Passenger Only H-3	V, VI
Exposure and Disappearance Coverage	All

BENEFITS:

Classes Covered

ACCIDENTAL DEATH BENEFIT

All

Principal Sum:

Class I:	\$2,000,000
Class II:	\$1,000,000
Class III:	\$500,000
Class IV:	\$100,000
Class V:	\$50,000
Class VI:	\$25,000

Aggregate Limit of Liability per Covered Accident \$10,000,000.

ACCIDENTAL DISMEMBERMENT AND PLEGIA BENEFIT

Classes Covered

All

Principal Sum:

Same as above.

ADDITIONAL BENEFITS:**Classes Covered**

Critical Burn Benefit	All
Day Care Benefit	All
Higher Education Benefit	All
Home Alteration And Vehicle Modification Benefit	All
Rehabilitation Benefit	All
Seat Belt/Air Bag Benefit	All
Spouse/Domestic Partner Retraining Benefit	All
Therapeutic Counseling Benefit	All
Travel Assistance Plan Benefit	All

ADDITIONAL ENDORSEMENTS**Form Number****Classes Covered**

Out of Country Medical Benefit	U-TA-117-A NY (04/09)	All
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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 **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 **Basic Accident Insurance Policy**.

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

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

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

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

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

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

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

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

Dependent Child(ren), if used in the **Policy**, means **Your** unmarried **Child(ren)** and, those unmarried **Child(ren)** of **Your** legally married **Spouse**, and those unmarried **Child(ren)** as defined in the **Policyholder's** medical plan as on file and approved by **Us** of **Your Domestic Partner** from the moment of birth or upon placement with **You** for a legal adoption 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. **Dependent Child(ren)** who take a leave of absence from a college, university or trade school due to illness shall be considered **Dependent Child(ren)** for a period of twelve months from the last day of attendance in school provided they are still less than twenty-six (26) years of age. The medical necessity of a leave of absence from school must be certified to by the student's attending physician who is licensed to practice in the state of New York. Written documentation of the illness must be submitted to **Us**.

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

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

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 Basic **Accident Insurance Policy**.

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

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

acrobatic or stunt flying	flight which requires a special permit or waiver from the authority having jurisdiction over civil aviation, even though granted
aerial photography	hang gliding
banner towing	hunting
bird or fowl herding	parachuting or skydiving
crop dusting	pipe line inspection
crop seeding	power line inspection
crop spraying	racing
endurance tests	skywriting
exploration	test or experimental purpose
fire fighting	
flight on a rocket-propelled or rocket launched aircraft	

Spouse, if used in this **Policy**, means **Your** legally married **Spouse**.

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

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

You, Your refers to the **Insured**.

SECTION IV – COVERAGES

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

Classes I, II Only

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

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

Hazard Limitations:

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

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

Hazard Exclusions:

Coverage is not provided:

- A. If **You** are the pilot, operator, member of the crew or cabin attendant of any aircraft.
- B. Unless **We** have previously consented in writing to the use, **Coverage** is not provided for any loss, caused by, contributed to, resulting from riding in or on, boarding, or getting off:
 - 1. any aircraft other than those expressly stated in this **Coverage**;
 - 2. any aircraft **Owned** or **Controlled** by, or **Under lease** to the **Policyholder**.
 - 3. any aircraft **Owned** or **Controlled** by, or **Under lease** to an **Insured**;
 - 4. any aircraft operated by the **Policyholder** 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

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

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

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

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

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

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

Hazard Limitations:

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

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

Hazard Exclusions:

Coverage is not provided:

- A. If **You** are the pilot, operator, member of the crew or cabin attendant of any aircraft.

- B.** For an assignment by the **Policyholder** or relocation that exceeds three hundred sixty-five (365) days in duration. Note: If an assignment exceeds three hundred sixty-five (365) days in duration, the location of the assignment will be considered the place of permanent assignment, and the **You** will then have **Coverage** when traveling elsewhere on the **Business of the Policyholder**.
- C.** Unless **We** have previously consented in writing to the use, **Coverage** is not provided for any loss, caused by, contributed to, resulting from riding in or on, boarding, or getting off:
1. any aircraft other than those expressly stated in this **Coverage**;
 2. any aircraft **Owned** or **Controlled** by, or **Under lease** to the **Policyholder**.
 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.

Hazard Definitions:

- **Business of the Policyholder** means an assignment by or at the direction of the **Policyholder** to further the business of the **Policyholder**. It does not include an Accident occurring during usual travel to and from work; bona fide leaves of absence or vacation. It does include a **Personal Deviation** and **Side Trips** of a personal nature.
- **Personal Deviation** means non-business activities undertaken while on the **Business of the Policyholder**, but unrelated to furthering the **Business of the Policyholder**.
- **Side Trip** means non-business travel of a personal nature that: 1) is incidental to the business trip; 2) would not have been taken if not for the business trip; 3) is taken during the course of the business trip; and 4) is limited to 168 hours.

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

**24 HOUR ACCIDENT PROTECTION WHILE ON A SPECIFIED TRIP,
EXCLUDING CORPORATE OWNED OR LEASED AIRCRAFT,
PASSENGER ONLY H-3**

Classes V, VI Only

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

A **Covered Injury** sustained by **You**, subject to the terms, conditions, limitations and exclusions under this **Policy**, during a specified trip to:

While traveling on a business trip and/or relocation trip * with a primary Insured person * The trip must be approved by and/or at the expense of the Policyholder.

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

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

Hazard Limitations:

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

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

Hazard Exclusions:

Coverage is not provided:

- A. If **You** are the pilot, operator, member of the crew or cabin attendant of any aircraft.

- B. For travel or activities by **You**, which deviate from the requirements for making the specified trip, or travel that is an extension of the specified trip. This includes a **Personal Deviation** and **Side Trips** of a personal nature.
- C. Unless **We** have previously consented in writing to the use, **Coverage** is not provided for any loss, caused by, contributed to, resulting from riding in or on, boarding, or getting off:
 1. any aircraft other than those expressly stated in this **Coverage**;
 2. any aircraft **Owned** or **Controlled** by, or **Under lease** to the **Policyholder**.
 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 a **Specialized Aviation Activity**;
 6. any conveyance used for tests or experimental purposes, or in a race or speed test.

Hazard Definitions:

- **Personal Deviation** means non-business activities undertaken while on the specified trip, but unrelated to the specified trip.
- **Side Trip** means non-business travel of a personal nature that: 1) is incidental to the specified trip; 2) would not have been taken if not for the specified trip; 3) is taken during the course of the specified trip; and 4) is limited to 7 days.

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

EXPOSURE AND DISAPPEARANCE COVERAGE

Classes All

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

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

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

SECTION V – BENEFITS

ACCIDENTAL DEATH BENEFIT

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

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

ACCIDENTAL DISMEMBERMENT AND PLEGIA BENEFIT

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

The benefit amounts are based on **Your Principal Sum**.

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

- | | |
|--|-----------------------------|
| 6. Speech or Hearing | 50% of Principal Sum |
| 7. One Hand; One Foot; or Sight of One Eye | 50% of Principal Sum |
| 8. Thumb and Index Finger of the same Hand | 25% of Principal Sum |
| 9. Hearing in One Ear | 25% of Principal Sum |
| 10. Coma | 3% of Principal Sum |

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) | 50% of Principal Sum |

For purposes of this benefit:

1. **Covered Loss** means:
 - a. For a foot or hand, actual severance through or above an ankle or wrist joint;
 - b. Actual severance through or above the metacarpophalangeal joint of a thumb or index finger;
 - c. Total and permanent loss of sight;
 - d. Total and permanent loss of speech;
 - e. Total and permanent loss of hearing.
2. **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.
3. **Coma** means total loss of the use of body, limbs and consciousness, as determined by **Our** duly licensed physician. If an **Insured** suffers an **Injury** resulting in a **Covered Loss** within three hundred sixty-five (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 for 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:
 - a. the **Insured** is no longer in a **Coma** which directly resulted from the **Injury**;
 - b. the **Insured** has received a **Coma** benefit for 33.33 months.

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

SECTION VI – ADDITIONAL BENEFITS

CRITICAL BURN BENEFIT

If **You** suffer an **Injury** resulting in a **Covered Loss** as a result of a **Covered Accident** which is payable under the **Accidental Dismemberment and Plegia Benefit**, an additional benefit will be payable equal to the lesser of 10% of **Your Principal Sum** or \$50,000, provided all terms and conditions of the **Policy** are met and

1. **You** have received second degree or higher burns over 25% of **Your** body; and
2. **You** have undergone reconstructive surgery to treat the burned areas of **Your** body; and
3. the reconstructive surgery has taken place within 365 days of the occurrence of the **Injury**.

DAY CARE BENEFIT

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 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 **Your Principal Sum**; or
3. \$10,000.

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.

If, at the time of the **Accident** there are no **Dependent Child(ren)** who qualify for this benefit, **We** will pay a one-time benefit of \$3,000.

HIGHER EDUCATION BENEFIT

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 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 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 \$15,000. This amount will be paid annually up to four (4) consecutive years if **Your Dependent Child** continues his or her education. Before this benefit is paid each year, **Your 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** there are no **Dependent Child(ren)** who qualify for this benefit, **We** will pay a one-time benefit of \$1,000.

HOME ALTERATION AND VEHICLE MODIFICATION 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 home alterations and/or vehicle modifications, provided:

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

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

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

Benefits will not be payable unless:

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

The maximum amount payable under all provisions of this benefit combined will be the lesser of 20% of **Your Principal Sum** or \$50,000.

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 **You** suffer an **Injury** resulting in a **Covered Loss**, which is payable under the **Accidental Death Benefit**, and the **Injury** which caused the accidental death directly resulted from an automobile **Accident**, **We** will pay to the beneficiary an additional benefit, which equals 10% of **Your Principal Sum** up to a maximum of \$50,000, provided that **You** were:

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

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

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

An additional benefit equal to 10% of **Your Principal Sum** to a maximum of \$50,000, will be paid if **You** were driving a private passenger automobile with a manufacturer equipped driver-side air bag or riding as a passenger in a private passenger automobile with a manufacturer equipped passenger-side air bag, provided **Your** seat belt or lap and shoulder restraint was properly fastened at the time of the **Accident**. The proper functioning and/or deployment of the air bag must be certified in the official law enforcement report of the **Accident**, through certification by the investigating officers or by other reasonable proof acceptable to **Us**.

SPOUSE/DOMESTIC PARTNER RETRAINING BENEFIT

If **You**, suffer an **Injury** resulting in a **Covered Loss**, which is payable under the **Accidental Death Benefit**, **We** will pay the actual cost of any professional or trade-training program in which **Your 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 **Your** death; 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 5% of **Your Principal Sum** or \$5,000.

THERAPEUTIC COUNSELING BENEFIT

If **You** suffer an **Injury** resulting in a **Covered Loss**, which is payable under the **Accidental Dismemberment and Plegia Benefit**, and **You** require **Therapeutic Counseling**, **We** will reimburse the charges for such counseling 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 \$2,500 for any one **Covered Accident**.

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**: **You** and **Your Spouse/(Domestic Partner)** or **Domestic Partner** and or **Child(ren)** if **Your Spouse/Domestic Partner** and or **Child(ren)** are with the **Insured** while he or she is covered under the **Policy**. The

Spouse/Domestic Partner or Child(ren) will not be covered while making a trip without **You**. The transportation and/or services provided under this **Travel Assistance Plan** must be pre-authorized by **Us**. Under the **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.

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 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 which is also subject to the prior recommendation of the attending physician. The upgrade will be subject to **Our** approval.

Return of Remains

If a **Covered Person** dies while on a **Covered Trip**, **We** will pay and make arrangements 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 three (3) 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. The maximum amount **We** will pay for this benefit is \$10,000.

Return of Child

If a **Covered Person** is traveling with a **Child** who is under nineteen (19) years of age or a **Child** 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. The maximum amount **We** will pay for this benefit is \$10,000 per **Child** and \$10,000 per attendant.

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, whichever is less. **We** must pre-authorize such costs for benefits to be payable. The maximum amount **We** will pay for this benefit is \$10,000.

- **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 authority to make 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 authority to make 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 authority to make that determination;
6. any local, state, country or international law prohibits the provision of the transportation or services provided for under this coverage. **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 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 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 the **Travel Assistance Plan**, is solely covered under the **Travel Assistance Plan**, and in no way supercedes or modifies the other benefits provided under the **Policy**.

SECTION VII – GENERAL EXCLUSIONS

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

1. suicide, attempted suicide or intentionally self-inflicted **Injury**;
2. war or 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, and except for an infection as a result of a **Covered Accident**;
5. participation in a felony, riot or insurrection;
6. aviation, other than as a fare-paying passenger on a scheduled or charter flight operated by a scheduled airline, or to the extent stated in the **Coverage** Section;
7. an **Insured's** being intoxicated or under the influence of any narcotic unless administered on the advice of a physician.

SECTION VIII – GENERAL LIMITATIONS

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

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

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

Aggregate Limit. **We** will not pay more than the **Aggregate Limit of Liability** stated in the Schedule or a specific **Hazard(s)**.

SECTION IX - TERMINATION OF INSURANCE

Your insurance automatically terminates on the earliest of:

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

SECTION X - HOW TO FILE A CLAIM

- A. **Notice.** **You** or **Your** beneficiary, or someone on **Your** behalf, must give **Us** written notice of the **Covered Loss** within ninety (90) days of such **Covered Loss**. The notice must name **You** and the **Policy** Number. To request a claim form, **You** or **Your** beneficiary, or someone on **Your** behalf may contact **Us** at 1-866-841-4771. The notice must be sent to the Claims Department, Zurich American Insurance Company, P.O. Box 968041, Schaumburg, IL 60196, or any of **Our** agents. Notice to **Our** agents is considered notice to **Us**.
- B. **Claim Forms.** **We** will send the claimant proof of **Covered Loss** forms within fifteen (15) days after **We** receive notice. If the claimant does not receive the proof of **Covered Loss** form in fifteen (15) days after submitting notice, he or she can send **Us** a detailed written report of the claim and extent of **Covered Loss**. **We** will accept this report as a proof of **Covered Loss** if sent within the time fixed below for filing a proof of **Covered Loss**.
- C. **Proof of Covered Loss.** Written proof of **Covered Loss**, 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

named by **You** for the **Policyholder's** Group Life Insurance policy, or the named beneficiary predeceases or dies at the same time as **You**, **We** will pay the benefit to **Your** survivors in the following order:

- a. **Your** legally married **Spouse** or **Domestic Partner**;
- b. **Your Child(ren)**;
- c. **Your** parents;
- d. **Your** brothers and sisters;
- e. **Your** estate.

2. All Other Claims. Benefits are to be paid to **You**.

3. If **You** are a **Foreign National** who is entitled to benefits for a **Covered Loss** and **We** are unable to make payment directly to **You** because of legal restrictions in the country or jurisdiction where **You** are located, **We** will either (1) pay the benefits to a bank account owned by **You** in the United States of America or (2) if no such bank account is established or maintained, **We** will pay the benefits to the **Policyholder** on **Your** behalf. It will then be the responsibility of the **Policyholder** to remit the benefit to **You**. Payment of the benefit to the **Policyholder** will release **Us** from any further liability to **You**. If the **Policyholder** does not remit the payment to **You**, the **Policyholder** will indemnify **Us** and hold **Us** harmless against any and all liability incurred by **Us** including, but not limited to, interest, penalties and attorneys' fees in connection with, arising or resulting from such failure to remit payment. The **Policyholder** will not be considered the beneficiary under the **Policy** if payment is made to the **Policyholder** in accordance with this provision.

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

D. **Choice of Service Provider.** **You** have the sole right to choose **Your** duly licensed physician and hospital.

SECTION XII - GENERAL POLICY CONDITIONS

A. **Beneficiaries.** **You** have the sole right to name a beneficiary. The beneficiary has no interest in the **Policy** other than to receive certain payments. **You** may change the beneficiary at any time unless **You** have assigned the interest in the **Policy**. In such case, the person to whom **You** have assigned the interest in the **Policy** may have the right to change the beneficiary. Consent to a change by a prior beneficiary is not needed unless the previous beneficiary was designated as irrevocable. Any beneficiary designation must be in writing 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 **You** live makes such limit void, then the action must begin within the shortest time period permitted by law.

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.

NON-PARTICIPATING

St. John's University
GTU0793827
Effective: June 1, 2026

Jun/2026

AMENDATORY ENDORSEMENT
Out of Country Travel Medical Insurance



ZURICH AMERICAN INSURANCE COMPANY
Schaumburg, Illinois

This endorsement, effective June 1, 2026, forms a part of **Policy** No. GTU0793827, issued to St. John's University.

THIS ENDORSEMENT CHANGES THE CERTIFICATE. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the Basic Accident Policy.

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

SECTION II – SCHEDULE is amended to include the following:

ADDITIONAL BENEFITS:

Classes Covered

Out of Country Travel Medical Insurance

I

Additional Out of Country Travel Medical Insurance Premium: Included in Policy premium.

Limit of Liability per person: \$250,000

Deductible per person: \$100

Out of Country Travel Medical Insurance

II

Additional Out of Country Travel Medical Insurance Premium: Included in Policy premium.

Limit of Liability per person: \$250,000

Deductible per person: \$100

Out of Country Travel Medical Insurance

III

Additional Out of Country Travel Medical Insurance Premium: Included in Policy premium.

Limit of Liability per person: \$250,000

Deductible per person: \$100

Out of Country Travel Medical Insurance

IV

Additional Out of Country Travel Medical Insurance Premium: Included in Policy premium.

Limit of Liability per person: \$250,000

Deductible per person: \$100

Out of Country Travel Medical Insurance

V

Additional Out of Country Travel Medical Insurance Premium: Included in Policy premium.

Limit of Liability per person: \$250,000

Deductible per person: \$100

Out of Country Travel Medical Insurance

VI

Additional Out of Country Travel Medical Insurance Premium: Included in Policy premium.

Limit of Liability per person: \$250,000

Deductible per person: \$100

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

OUT OF COUNTRY TRAVEL MEDICAL INSURANCE

We will pay the **Medically Necessary** expenses incurred by the **Insured** resulting from either a **Covered Accident** or an **Illness** while traveling outside their country of residence or permanent assignment while on the **Business of the Policyholder**, while on a **Bona Fide Trip** including **Personal Deviations** and **Side Trips**. Coverage is provided on a secondary basis and after application of the deductible shown in the Schedule above. Benefits will be coordinated with any group or individual health insurance.

Coverage is conditional upon the notification within 24 hours, if reasonably possible by the **Insured** or **Policyholder** to Zurich Travel Assistance at 1-800-263-0261, of the need for medical treatment. Zurich Travel Assistance, in conjunction with the local attending physician, shall coordinate the most suitable medical care including emergency evacuation or repatriation if necessary.

The following expenses are subject to certain conditions which must be met in order to be eligible for coverage:

1. emergency evacuation expenses are subject to prior approval by Zurich Travel Assistance;
2. in-patient hospital treatment is subject to the **Insured** notifying Zurich Travel Assistance in advance of the planned admission and the **Insured** must allow them to coordinate care or, in the case of an emergency admission, the **Insured** must notify Zurich Travel Assistance within 24 hours, if reasonably possible of said admission; and
3. non-emergency medical expenses are subject to prior notice being given to Zurich Travel Assistance.

Any medical expenses incurred by the **Insured** for treatment provided after Zurich Travel Assistance, based on the advice of a Medical Practitioner, has recommended the repatriation of the **Insured** to their Country of Permanent Residence or assignment will not be covered.

OUT OF COUNTRY TRAVEL MEDICAL INSURANCE DEFINITIONS:

Business of the Policyholder means an assignment by or at the direction of the **Policyholder** to further the business of the **Policyholder**. It does not include an **Accident** occurring during bona fide leaves of absence or vacation.

Bona Fide Trip means a trip that requires the **Insured** to travel outside the limits of the city or municipality where he or she normally works.

Personal Deviation means non-business activities undertaken while on the **Business of the Policyholder**, but unrelated to furthering the **Business of the Policyholder**.

Primary Plan means:

1. a **Plan** whose benefits for a person's health care coverage must be determined without taking the existence of any other **Plan** into consideration. A **Plan** is a Primary Plan if either:
 - (i) the **Plan** has no order of benefit determination rules, or it has rules which differ from those permitted in this endorsement; or

(ii) all **Plans** which cover the person use the order of benefit determination rules outlined below and under those rules the **Plan** determines its benefits first;

2. there may be more than one Primary Plan (for example, two **Plans** which have no order of benefit determination rules).

Secondary Plan means a **Plan** which is not a **Primary Plan**. If a person is covered by more than one Secondary Plan, the order of benefit determination rules in the **Coordination of Benefits** provision decide the order in which their benefits are determined in relation to each other. The benefits of each Secondary Plan may take into consideration the benefits of the **Primary Plan** or **Plans** and the benefits of any other **Plan** which under the order of benefit determination rules, has its benefits determined before those of that Secondary Plan.

Side Trip means non-business travel of a personal nature that: 1) is incidental to the business trip; 2) would not have been taken if not for the business trip; and 3) is taken during the course of the business trip.

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

Medically Necessary means that the medical service or treatment:

1. is essential for the diagnosis, treatment or care of the **Covered Injury** or **Illness** for which it is prescribed or performed;
2. meets generally accepted standards of medical practice; and
3. is ordered by a licensed medical provider within the scope of his or her practice.

Utilization Review may be used at the discretion of the **Company** to determine if treatment is **Medically Necessary**. If a determination, by the Utilization Review Agent, is made that a service was not **Medically Necessary**, the **Insured** has right to file an appeal. When an appeal is received by the Utilization Review Agent, a second review of the requested treatment will be made.

Pre-existing Condition means a condition for which the **Insured** has sought or received medical advice or treatment for within six (6) months of the event.

OUT OF COUNTRY TRAVEL MEDICAL INSURANCE EXCLUSIONS:

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

1. medical expenses resulting from the **Insured** engaging in aviation, other than as a fare paying passenger on a scheduled or charter flight operated by a scheduled airline;
2. cosmetic or plastic surgery, except when such surgery is reconstructive or incidental to surgery resulting from trauma, infection, or other disease of the involved part;
3. pregnancy unless such expenses are incurred as a result of complications of pregnancy, then a maximum benefit of \$10,000.00 shall apply;
4. any medical expenses with respect to a **Pre-existing Condition**, until the **Insured** has been continuously covered for twelve (12) consecutive months;
5. an injury or sickness for which the **Insured** is entitled to benefits under Workers Compensation, Employer Liability, or similar law.

OUT OF COUNTRY TRAVEL MEDICAL INSURANCE GENERAL POLICY CONDITIONS:

In the event an **Insured** suffers a **Covered Accident** or **Illness** for which another party may be responsible, **We** will pay benefits as a result of that **Covered Accident** or **Illness**. **We** will subrogate and succeed to the **Insured's** right of recovery against the person responsible for the **Insured's Injury** or **Illness** to the extent of the benefits **We** have paid. This means **We** have the right independently of the **Insured** to proceed against the party responsible for the **Insured's Injury** or **Illness** to recover benefits **We** have paid. No attempt by **Us** will be made to recover medical expenses from the **Insured** in the event they are not awarded by a court order in cases against the party responsible for the **Insured's Injury** or **Illness**.

COORDINATION OF BENEFITS

The coverage provided under this endorsement may be treated as secondary (Secondary Plan) to any other insurance (Primary Plan), providing for the payment of the same benefits.

Coordination of Benefits (COB) applies whenever the **Insured** has health coverage under more than one group medical **Plan**, as defined below. The purpose of coordinating benefits is to help the **Insureds** pay for medical expenses, but not to result in total benefits that are greater than the expenses actually incurred.

The Primary Plan pays without regard to the possibility that another **Plan** may cover some expenses. A Secondary Plan pays for medical expenses after the Primary Plan has processed the **Claim**, and will reduce the benefits it pays so that the total payment between the Primary Plan and Secondary Plan does not exceed the expenses actually incurred.

For the purposes of this Coordination of Provision only, the following additional definitions apply:

Allowable Expense means the necessary, **Reasonable, and Customary** item of expense for health care, when the item of expense is covered at least in part under any of the plans involved, except where a statute requires a different definition. Dental care, routine vision care, outpatient prescription drugs, and hearing aids are examples of expenses or services that are not **Allowable Expenses** under the Policy.

When a **Plan** provides benefits in the form of services, the reasonable cash value of each service will be considered as both an **Allowable Expense** and a benefit paid.

The difference between the cost of a private hospital room and the cost of a semiprivate hospital room is not considered an **Allowable Expense** under the above definition unless the patient's stay in a private hospital room is **Medically Necessary** in terms of generally accepted medical practice.

Claim means a request that benefits of a **Plan** be provided or paid. The benefits claimed may be in the form of:

1. services (including supplies);
2. payment for all or a portion of the expenses incurred; or
3. a combination of subparagraphs (1) and (2) of this paragraph.

Claim Determination Period means a calendar year. However, it does not include any part of a year during which an **Insured** has no coverage under this **Plan**, or before the date this COB provision or a similar provision takes effect. During each **Claim Determination Period**, **Allowable Expenses** are compared with total benefits payable in the absence of COB, to determine:

1. whether overinsurance exists; and
2. how much each plan will pay or provide.

As each **Claim** is submitted, each **Plan** is to determine its liability and pay or provide benefits based upon **Allowable Expenses** incurred to that point in the **Claim Determination Period**. But that determination is subject to adjustment as later **Allowable Expenses** are incurred in the same **Claim Determination Period**.

Plan is a form of coverage written on an expense-incurred basis with which coordination is allowed. "Plan" includes: group insurance and group remittance subscriber contracts; uninsured arrangements of group coverage; group coverage through HMO's and other prepayment, group practice and individual practice plans; and blanket contracts, except as stated below.

Plan includes the medical benefits coverage in group and individual mandatory automobile "no-fault" and traditional mandatory automobile "fault" type contracts.

Plan includes Medicare or other governmental benefits. However, "**Plan**" shall not include a State plan under Medicaid, and shall not include a law or plan when, by law, its benefits are excess to those of any private insurance plan or other nongovernmental plan.

Plan does not include: individual or family:

1. insurance contracts;
2. direct-payment subscriber contracts;
3. coverage through health maintenance organizations (HMO's); or
4. coverage under other prepayment, group practice and individual practice plans.

Plan shall not include blanket school accident coverages or such coverages issued to a substantially similar group where the Policyholder pays the premium.

Each contract for coverage described above is a separate **Plan**. If a **Plan** has two parts and COB rules apply only to one of the two, each of the parts is treated as a separate **Plan**.

When two or more **Plans** pay benefits, the rules for determining the order of payment are as follows:

- A. The **Primary Plan** pays or provides its benefits as if the **Secondary Plan** or Plans did not exist.
- B. A **Plan** that does not contain a coordination of benefits provision that is consistent with this provision is always primary. There are two exceptions:
 - i. coverage that is obtained by virtue of membership in a group that is designed to supplement a part of a basic package of benefits may provide that the supplementary coverage shall be excess to any other parts of the **Plan** provided by the Policyholder, and
 - ii. any noncontributory group or blanket insurance coverage which is in force on January 1, 1987 which provides excess major medical benefits intended to supplement any basic benefits for an **Insured** may continue to be excess to such basic benefits.
- C. A **Plan** may consider the benefits paid or provided by another Plan in determining its benefits only when it is secondary to that other Plan.
- D. The first of the following rules that describes which **Plan** pays its benefits before another **Plan** is the rule to use.
 1. Non-Dependent or **Dependent**. The **Plan** that covers the person other than as a **Dependent**, for example as an employee, member, subscriber or retiree is primary and the **Plan** that covers the person as a **Dependent** is secondary. However, if the person is a Medicare beneficiary and, as a result of federal law, Medicare is secondary to the **Plan** covering the person as a **Dependent**; and primary to the **Plan** covering the person as other than a **Dependent** (e.g. a retired employee); then the order of benefits between the two **Plans** is reversed so that the **Plan** covering the person as an employee, member, subscriber or retiree is secondary and the other **Plan** is primary.
 2. **Dependent Child(ren)**. The order of benefits when a child is covered by more than one **Plan** is:
 - a. The **Primary Plan** is the **Plan** of the parent whose birthday is earlier in the year if the parents are not separated or divorced. If both parents have the same birthday, the **Plan** that covered either of the parents longer is primary. If the other **Plan** does not have the rule described above, but instead has a rule based upon the gender of the parent, and if, as a result, the **Plans** do not agree on the order of benefits, the rule in the other **Plan** will determine the order of benefits;
 - b. If the parents are separated or divorced, the order of benefits is:
 1. The **Plan** of the custodial parent;
 2. The **Plan** of the spouse of the custodial parent; and then
 3. The **Plan** of the noncustodial parent.
 - c. If the specific terms of a court decree state that one of the parents is responsible for the **Dependent Child's** health care expenses or health care coverage and the **Plan** of that parent has actual knowledge of those terms, that **Plan** is primary. This rule applies to **Claim Determination Periods** or **Plan** years commencing after the **Plan** is given notice of the court decree.
 3. Active or Inactive employee. The **Plan** that covers an **Insured** as an employee who is neither laid off nor retired is primary. The same would hold true if an **Insured** is a **Dependent** of a person covered as a retiree and an employee. If the other **Plan** does not have this rule, and if, as a result, the **Plan(s)** do(es) not agree on the order of benefits, this rule is ignored, provided an individual as a retired worker and as a **Dependent** of an actively working spouse will be determined under the rule labeled D(1).
 4. Longer or shorter length of coverage. The **Plan** that covered the **Insured** as an employee, member, subscriber or retiree longer is primary. To determine the length of time a person has been covered under a **Plan**, two plans shall be treated as one if the claimant was eligible under the second within 24 hours after the first ended. Thus, the start of a new **Plan** does not include:
 - a. a change in the amount or scope of a **Plan's** benefits;
 - b. a change in the entity which pays, provides or administers the **Plan's** benefits; or

- c. a change from one type of **Plan** to another (such as, from a single employer **Plan** to that of a multiple employer **Plan**).
5. If a husband or wife is covered under this **Plan** as a Subscriber and as an enrolled **Dependent**, the **Dependent** benefits will be coordinated as if they were provided under another **Plan**, this means the Subscriber's benefit will pay first.

Effect on the Benefits of this Plan

When this **Plan** is secondary, it may reduce its benefits so that the total benefits paid or provided by all **Plans** during a **Claim Determination Period** are not more than 100 percent of total **Allowable Expenses**. The difference between the benefit payments that this **Plan** would have paid had it been the **Primary Plan**, and the benefit payments that it actually paid or provided shall be recorded as a benefit reserve for the **Insured** and used by this **Plan** to pay any **Allowable Expenses**, not otherwise paid during the **Claim Determination Period**. As each claim is submitted, this **Plan** will:

1. Determine its obligation to pay or provide benefits under its contract;
2. Determine whether an overpayment has been recorded for the **Insured**; and
3. Determine whether there are any unpaid **Allowable Expenses** during that **Claims Determination Period**.

If there is an overpayment, the **Secondary Plan** will use the **Insured's** overpayment to pay up to 100 percent of total **Allowable Expenses** incurred during the **Claim Determination Period**. At the end of the **Claims Determination Period**, the overpayment amount returns to zero, so that no overpayment is made at the end of the **Claim Determination Period**.

Right to Receive and Release Needed Information

Certain facts about health care coverage and services are needed to apply these COB rules and to determine benefits payable under this **Plan** and other **Plans**. We may get the facts we need from, or give them to, other organizations or persons for the purpose of applying these rules and determining benefits payable under this **Plan** and other **Plans** covering the **Insured** claiming benefits.

We need not tell, or get the consent of, any person to do this. Each **Insured** claiming benefits under this **Plan** must give us any facts we need to apply those rules and determine benefits payable. If the **Insured** does not provide us the information we need to apply these rules and determine the benefits payable, the **Insured** claim for benefits will be denied.

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

Endorsement No. as issued with policy.



Signed for by Zurich American Insurance Company

Date: June 1, 2026

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 you receiving this Notice?	Financial institutions, which include the Company, choose how they share your NPI. Federal and state law gives consumers the right to limit some but not all sharing of that information. Federal law also requires us to tell you how we collect, share and safeguard your NPI. You are receiving this Privacy Notice because our records show either that you are a customer who is obtaining or has obtained insurance coverage or non-insurance products or services.
What types of Information do we collect?	The types of NPI we collect depend on the product or service you have with us. This information can include: • Information about you we receive on applications or other forms, such as your name, address, telephone number, date of birth, your social security number, driver's license number, employment information, information about your income, assets and net worth, and medical information; • Information about your transactions with the Company and its affiliates; • Information about your insurance coverage, premiums, claims history, and payment history; • Data from insurance support organizations, government agencies, insurance information sharing bureaus; • Property information and similar data about you or your property, such as property appraisal reports; and • Information we receive from a consumer reporting agency or insurance information sharing bureau, such as a credit or fraud report. When your relationship with us ends, we may continue to share information about you as described in this Privacy Notice.
What do we do with the NPI we collect?	We share your NPI in the course of supporting your insurance coverage or non-insurance products or services, as authorized by law, or with your consent. This includes sharing, as permitted by law, your NPI with affiliated parties and nonaffiliated third parties, as applicable, in the course of supporting your insurance coverage or non-insurance products. These affiliates and nonaffiliated third parties include: • Financial service providers, such as banks and other insurance companies; • Non-financial companies, such as medical providers and nonaffiliated service providers that perform marketing services on our behalf; and • Others, such as consumer reporting agencies and insurance information sharing bureaus. In the section below, we list the reasons we can share your NPI, whether we actually share your NPI, and whether you can opt out of this sharing (or if you are a resident of Vermont, whether you

	have the right to opt in to allowing this sharing).
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Reasons we can share your personal information	Does Company Share?	Can you opt out of this sharing or limit this sharing or is your authorization required for this sharing?
For our everyday business purposes – such as to process your transactions, administer insurance coverage, products or services, maintain your account, prevent fraud and report to credit bureaus	Yes	No
For our marketing purposes - to offer our products and services to you	Yes	No
For joint marketing with other financial companies	No	Not Applicable
For our affiliates' everyday business purposes – transaction and experience information	Yes	No
For our affiliates' everyday business purposes – information about your creditworthiness	No	Not Applicable
For our affiliates to market to you	Yes	No
For non-affiliates to market their products to you	No	Not Applicable

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

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

You have the following individual rights under state law:

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

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

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

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

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

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

Nonaffiliated Third Parties	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. • <i>The Company does not share information with nonaffiliates to market their products to you.</i>
Joint marketing	A formal agreement between nonaffiliated financial companies that together market financial products or services to you. • <i>The Company does not jointly market.</i>

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

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