# **Group Personal Accident Certificate**



#### **ZURICH AMERICAN INSURANCE COMPANY**

1299 Zurich Way Schaumburg, Illinois 60196

This is a summary of the insurance **We** provide on behalf of the **Policyholder** to **You** if **You** are within a class of **Eligible Persons** described in Section I - Schedule of Benefits and Coverages and if the required premiums are paid when due.

THIS INSURANCE EVIDENCED BY THIS CERTIFICATE PROVIDES ACCIDENT COVERAGE ONLY. THE POLICY DOES NOT PROVIDE COVERAGE FOR SICKNESS.

#### BENEFITS ARE REDUCED UPON ATTAINMENT OF SPECIFIED AGES.

The Insurance Policy under which this Certificate is issued is not a policy of Workers' Compensation insurance. You should consult Your employer to determine whether Your employer is a subscriber to the Workers' Compensation system.

THIS IS A SUMMARY OF COVERAGE ONLY WHICH SUMMARIZES AND EXPLAINS THE PARTS OF THE POLICY WHICH APPLY TO YOU.

FOR ALL TERMS AND CONDITIONS OF COVERAGE, PLEASE REVIEW THE POLICY ISSUED TO THE POLICYHOLDER AND ON FILE WITH THEM AT THEIR PLACE OF BUSINESS. YOU CAN OBTAIN A COPY OF THE POLICY FROM THE POLICYHOLDER.

THIS CERTIFICATE IS NOT AN INSURANCE POLICY. IN THE EVENT OF A CONFLICT OF PROVISIONS BETWEEN THE POLICY AND THIS CERTIFICATE, THE PROVISIONS OF THE POLICY WILL GOVERN.

#### PLEASE READ THIS CERTIFICATE CAREFULLY.

**POLICYHOLDER**: Activision Blizzard, Inc.

9825 Spectrum Dr., Building 1

Austin, TX 78717

POLICY NUMBER: GPA 0973393
POLICY INCEPTION: January 1, 2017

POLICY PERIOD: January 1, 2017 to January 1, 2020

(All Insurance begins and ends at 12:01 a.m. at the Policyholder's Address)

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# **Texas Important Notice**

#### **IMPORTANT NOTICE**

To obtain information or make a complaint:

You may call Zurich North America's toll-free telephone number for information or to make a complaint at:

1-800-382-2150

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights, or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance:
P.O. Box 149104
Austin, 778714-9104

Fax: (512) 490-1007 Web: www.tdi.texas.gov

E-mail: ConsumerProtection@tdi.texas.gov

#### PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim, you should contact the company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

#### ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document.

#### **AVISO IMPORTANTE**

Para obtener información o para presentar una queja:

Usted puede llamar al número de teléfono gratuito de Zurich North America's para obtener información o para presentar una queja al:

1-800-382-2150

Usted puede comunicarse con el Departamento de Seguros de Texas para obtener información sobre compañías, coberturas, derechos, o quejas al:

1-800-252-3439

Usted puede escribir al Departamento de Seguros de Texas a: P.O. Box 149104 Austin, TX 78714-9104

Fax: (512) 490-1007 Sitio web: www.tdi.texas.gov

E-mail: ConsumerProtection@tdi.texas.gov

# DISPUTAS POR PRIMAS DE SEGUROS O RECLAMACIONES:

Si tiene una disputa relacionada con su prima de seguro o con una reclamación, usted debe comunicarse con la compañía primero. Si la disputa no es resuelta, usted puede comunicarse con el Departamento de Seguros de Texas.

ADJUNTE ESTE AVISO A SU PÓLIZA: Este aviso es solamente para propósitos informativos y no se convierte en parte o en condición del documento adjunto.

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#### **SECTION I - SCHEDULE**

#### A. CLASSIFICATION AND ELIGIBILITY

Classification of Covered Persons

The following individuals are eligible to become **Covered Persons**:

Class I: All **Active**, full-time Employees of Activision Publishing Inc. (and any of its subsidiaries and other affiliates) on the U.S. payroll system regularly working a minimum of 30 hours per week, excluding all

other Employees classified as Executive.

Class II: All Active, full-time Employees of Activision Publishing Inc. (and any of its subsidiaries and other

affiliates) on the U.S. payroll system regularly working a minimum of 30 hours per week, classified as

Executive.

Class III: Spouse/Domestic Partner of Class I and Class II Eligible Persons when such Spouse/Domestic

Partner is under age seventy (70).

Class IV: Dependent Child(ren) of Class I and Class II Eligible Persons.

If a **Covered Person** 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.

#### 2. Eligibility

You are eligible to become an **Insured** upon completion of the **Service Waiting Period** as indicated below, and submission of completed enrollment material, if required:

Class I and Class II

The following individuals are eligible to become **Covered Persons** other than the **Insureds** as set forth above upon completion of the **Eligibility Waiting Period** as indicated below, and submission of completed enrollment material, if required:

Class I and Class II

#### **ELIGIBILITY WAITING PERIOD** for Class I and Class II

the first day of the month as an **Eligible Person** next following the Policyholder's receipt of the employee's completed enrollment form.

#### Eligibility of the **Insured's Dependents**:

**Dependent Child(ren)** of a Class I and Class II **Eligible Persons** are eligible to become **Covered Persons** if a parent becomes an **Insured**.

**Spouse/Domestic Partner** of Class I and Class II **Eligible Persons** are eligible to become **Covered Persons** if the **Eligible Person** becomes an **Insured**. Such **Spouse/Domestic Partner** must be under age 70.

A legally married **Spouse/Domestic Partner** will not be eligible for coverage as a **Dependent** if he or she is also an **Insured** under this **Policy**. If the **Insured** and his or her legally married **Spouse/Domestic Partner**, legally separated **Spouse/Domestic Partner**, or former **Spouse/Domestic Partner** are both **Insureds** under this **Policy**, only one may select a **Plan** covering their mutual **Dependents**.

#### B. REPORTING AND NOTICE ADDRESS(ES)

#### Claim Reporting:

Zurich American Insurance Company P.O. Box 968041 Schaumburg, IL 60196-8041 Fax #: 866.255.2962

Phone #: 877.287.4805

## C. SCHEDULE OF HAZARDS, COVERAGES AND BENEFITS

#### Plan 1

HAZARDS applicable to Class I and II Non-Contributory:

|                                 | Hazard |
|---------------------------------|--------|
| H-1 24 Hour Accident Protection |        |

## COVERAGES applicable to Class I and II Non-Contributory:

| Coverage  | Benefit Amount  |
|---|---|
| C-3 Accidental Death/Catastrophic Injury Coverage | χ.  |
| Accidental Death Benefit                          | Principal Sum as set forth in the Principal Sum Schedule.   |
| Accidental Dismemberment and Plegia Benefit       | <ol> <li>Covered Loss of:         <ol> <li>Both Hands or Both Feet: 100% of the Principal Sum</li> <li>One Hand and One Foot: 100% of the Principal Sum</li> <li>One Hand or One Foot plus the loss of Sight of One Eye: 100% of the Principal Sum</li> <li>Sight of Both Eyes: 100% of the Principal Sum</li> </ol> </li> <li>Speech and Hearing in Both Ears: 100% of the Principal Sum</li> <li>Speech or Hearing in Both Ears: 50% of the Principal Sum</li> <li>One Hand; One Foot; or Sight of One Eye: 50% of the Principal Sum</li> <li>Thumb and Index Finger of the Same Hand: 25% of the Principal Sum</li> <li>Loss of All Four Fingers on One Hand: 25% of the Principal Sum</li> <li>Loss of Toes on One Foot: 20% of the Principal Sum</li> <li>Quadriplegia (total paralysis of All Four Limbs): 100% of the Principal Sum</li> <li>Paraplegia (total paralysis of Both Lower Limbs): 75% of the Principal Sum</li> <li>Hemiplegia (total paralysis of Upper and Lower Limbs on One Side of the Body): 50% of the Principal Sum</li> <li>Uniplegia (total paralysis of One Limb): 25% of the</li> </ol> |
| Coverage  | Principal Sum  Benefit Amount   |
| Coma Benefit                                      | 1% of the Covered Person's Principal Sum per month for the first eleven (11) months and the remaining Principal Sum after the Monthly Benefit Period during which the Covered Person remains in a Coma.  Monthly Benefit Period: eleven(11) months  Lump Sum Payment: up to the maximum amount of 100% the Principal Sum payable for the Accidental Death Benefit.  |

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Additional Benefits Schedule applicable to Class I and II **Non- Contributory** (Please refer to the Benefit Rider for details):

| Additional Benefit                                  | Benefit Amount  |
|---|---|
| Carjacking Benefit                                  | 10% of the applicable <b>Principal Sum</b> for the <b>Covered Person</b> to a maximum of \$10,000.  |
| Exposure and Disappearance<br>Benefit               | 100% of the Covered Person's Principal Sum.   |
| Felony Victim Benefit                               | 5% of the Covered Person's Principal Sum.   |
| Hearing Aid or Prosthetic<br>Appliance Benefit      | The maximum amount payable will be the lesser of:  1. the actual cost of the hearing aid or prosthetic appliance;  2. 10% of the Covered Person's Principal Sum; or  3. \$10,000.   |
| Home Alteration and Vehicle<br>Modification Benefit | The maximum amount payable will be the lesser of:  1. the actual cost of the home alteration or vehicle modification;  2. 10% of the <b>Covered Person's Principal Sum</b> ; or  3. \$25,000.   |
| Rehabilitation Benefit                              | <ol> <li>The maximum amount payable will be the lesser of:</li> <li>the actual expenses incurred within two (2) years of the date of the Accident;</li> <li>10% of the Covered Person's Principal Sum; or</li> <li>\$15,000.</li> </ol> |
| Seat Belt/Air Bag Benefit                           | Seat Belt Benefit – 10% of the <b>Covered Person's Principal Sum</b> up to a maximum of \$25,000.  Air Bag Benefit – 5% of the <b>Covered Person's Principal Sum</b> up to a maximum of \$10,000.                                       |
| Therapeutic Counseling Benefit                      | The maximum amount payable will be the lesser of: the actual cost of the therapeutic counseling or \$3,000 for any one <b>Accident</b> .  |
| Travel Assistance Benefit                           | Medical Evacuation Medical Repatriation Non-Medical Repatriation Return of Remains Visit to Hospital Return of Child Return of Companion  |

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## HAZARDS applicable to Class I, II, III and IV Contributory:

|                                 | Hazard |
|---------------------------------|--------|
| H-1 24 Hour Accident Protection |        |

## COVERAGES applicable to Class I, II, III and IV Contributory:

| Coverage  | Benefit Amount   |
|---|--|
| C-3 Accidental Death/Catastrophic Injury Coverage | »:   |
| Accidental Death Benefit                          | Principal Sum as set forth in the Principal Sum Schedule.  |
| Accidental Dismemberment and Plegia               | Covered Loss of:   |
| Benefit   | 1. Both Hands or Both Feet: 100% of the <b>Principal Sum</b>   |
|   | 2. One Hand and One Foot: 100% of the <b>Principal Sum</b>   |
|   | 3. One Hand or One Foot plus the loss of Sight of One Eye: 100% of the <b>Principal Sum</b>                              |
|   | 4. Sight of Both Eyes: 100% of the <b>Principal Sum</b>  |
|   | 5. Speech and Hearing in Both Ears: 100% of the <b>Principal Sum</b>   |
|   | 6. Speech or Hearing in Both Ears: 50% of the <b>Principal Sum</b>   |
|   | 7. One Hand; One Foot; or Sight of One Eye: 50% of the <b>Principal Sum</b>  |
|   | 8. Thumb and Index Finger of the Same Hand: 25% of the <b>Principal Sum</b>  |
|   | 9. Hearing in One Ear: 25% of the <b>Principal Sum</b>   |
|   | 10. Loss of All Four Fingers on One Hand: 25% of the <b>Principal Sum</b>  |
|   | 11. Loss of Toes on One Foot: 20% of the <b>Principal Sum</b>  |
|   | Plegia:  |
|   | Quadriplegia (total paralysis of All Four Limbs): 100% of<br>the Principal Sum   |
|   | <ol><li>Paraplegia (total paralysis of Both Lower Limbs): 75% of the Principal Sum</li></ol>                             |
|   | 3. Hemiplegia (total paralysis of Upper and Lower <b>Limbs</b> on One Side of the Body): 50% of the <b>Principal Sum</b> |
|   | <ol> <li>Uniplegia (total paralysis of One Limb): 25% of the<br/>Principal Sum</li> </ol>                                |

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| Coverage                                  | Benefit Amount  |
|---|---|
| Accidental Dismemberment and Plegia       | Covered Loss of:  |
| Benefit for Eligible Dependent Child(ren) | 1. Both Hands or Both Feet: 50% of the <b>Insured's Principal Sum</b> to a maximum of \$50,000  |
|   | 2. One Hand and One Foot: 50% of the <b>Insured's Principal Sum</b> to a maximum of \$50,000  |
|   | 3. One Hand or One Foot plus the loss of Sight of One Eye: 50% of the <b>Insured's Principal Sum</b> to a maximum of \$50,000   |
|   | 4. Sight of Both Eyes: 50% of the <b>Insured's Principal Sum</b> to a maximum of \$50,000   |
|   | 5. Speech and Hearing in Both Ears: 50% of the <b>Insured's Principal Sum</b> to a maximum of \$50,000  |
|   | 6. Speech or Hearing in Both Ears: 25% of the <b>Insured's Principal Sum</b> to a maximum of \$25,000   |
|   | 7. One Hand; One Foot; or Sight of One Eye: 25% of the <b>Insured's Principal Sum</b> to a maximum of \$25,000  |
|   | 8. Thumb and Index Finger of the Same Hand: 12.5% of the Insured's Principal Sum to a maximum of \$12,500   |
|   | 9. Hearing in One Ear: 12.5% of the <b>Insured's Principal Sum</b> to a maximum of \$12,500   |
|   | 10. Loss of All Four Fingers on One Hand: 12.5% of the Insured's Principal Sum to a maximum of \$12,500   |
|   | 11. Loss of Toes on One Foot: 12.5% of the <b>Insured's Principal Sum</b> to a maximum of \$12,500  |
|   | Plegia:   |
|   | 1. Quadriplegia (total paralysis of All Four <b>Limbs</b> ): 50% of the <b>Insured's Principal Sum</b> to a maximum of \$50,000   |
|   | 2. Paraplegia (total paralysis of Both Lower <b>Limbs</b> ): 37.5% of the <b>Insured's Principal Sum</b> to a maximum of \$35,000   |
|   | 3. Hemiplegia (total paralysis of Upper and Lower <b>Limbs</b> on One Side of the Body): 25% of the <b>Insured's Principal Sum</b> to a maximum of \$25,000   |
|   | <ol> <li>Uniplegia (total paralysis of One Limb): 12.5% of the<br/>Insured's Principal Sum to a maximum of \$12,500</li> </ol>  |
| Coma Benefit                              | 1% of the Covered Person's Principal Sum per month for the first eleven (11) months and the remaining Principal Sum after the Monthly Benefit Period during which the Covered Person remains in a Coma. |
|   | Monthly Benefit Period: eleven (11) months  |
|   | Lump Sum Payment: up to the maximum amount of 100% the <b>Principal Sum</b> payable for the Accidental Death Benefit.   |

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Additional Benefits Schedule applicable to Class I, II, III and IV

**Contributory** (Please refer to the Benefit Rider for details):

| Additional Benefit                                  | Benefit Amount   |  |
|---|--|--|
| Carjacking Benefit                                  | 10% of the applicable <b>Principal Sum</b> for the <b>Covered Person</b> to a maximum of \$10,000.   |  |
| Common Disaster Benefit                             | Up to a maximum of \$1,000,000.  |  |
| Continuation of Insurance Benefit                   | Period of Continuation: twelve (12) months.  |  |
| Day Care Benefit                                    | The maximum amount payable will be the lesser of:  1. the actual cost of the child care;  2. 5% of the Covered Person's Principal Sum; or  3. \$5,000.   |  |
| Exposure and Disappearance<br>Benefit               | 100% of the Covered Person's Principal Sum.  |  |
| Felony Victim Benefit                               | 5% of the Covered Person's Principal Sum.  |  |
| Hearing Aid or Prosthetic<br>Appliance Benefit      | The maximum amount payable will be the lesser of:  1. the actual cost of the hearing aid or prosthetic appliance;  2. 10% of the <b>Covered Person's Principal Sum</b> ; or  3. \$10,000.                            |  |
| Higher Education Benefit                            | The maximum amount payable will be the lesser of:  1. the actual cost of the higher education;  2. 5% of the Insured's Principal Sum; or  3. \$5,000;  Non-Qualified Dependent Children Benefit \$1,000.             |  |
| Home Alteration and Vehicle<br>Modification Benefit | The maximum amount payable will be the lesser of:  1. the actual cost of the home alteration or vehicle modification;  2. 10% of the Covered Person's Principal Sum; or  3. \$25,000.                                |  |
| Rehabilitation Benefit                              | The maximum amount payable will be the lesser of:  1. the actual expenses incurred within two (2) years of the date of the <b>Accident</b> ;  2. 10% of the <b>Covered Person's Principal Sum</b> ; or  3. \$15,000. |  |
| Seat Belt/Air Bag Benefit                           | Seat Belt Benefit – 10% of the <b>Covered Person's Principal Sum</b> up to a maximum of \$25,000.  Air Bag Benefit – 5% of the <b>Covered Person's Principal Sum</b> up to a maximum of \$10,000.                    |  |

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| Spouse/Domestic Partner<br>Retraining Benefit | The maximum amount payable will be the lesser of:  1. the actual cost of professional or trade training;  2. 5% of the Insured's Principal Sum; or  3. \$10,000. |
|---|--|
| Therapeutic Counseling Benefit                | The maximum amount payable will be the lesser of: the actual cost of the therapeutic counseling or \$3,000 for any one <b>Accident</b> .                         |
| Travel Assistance Benefit                     | Medical Evacuation Medical Repatriation Non-Medical Repatriation Return of Remains Visit to Hospital Return of Child Return of Companion                         |

#### A. PRINCIPAL SUM SCHEDULE

#### Class I and Class II

**Non-Contributory**: Two (2) times the Active employee's base annual earnings, rounded to the next higher \$1,000, if not already a multiple thereof, subject to a minimum of \$10,000 and a maximum of \$1,000,000.

**Contributory**: A full-time Active Employee may purchase an amount of Principal Sum of: One (1), Two (2), Three (3), Four (4), Five (5), Six (6), Seven (7), Eight (8), Nine (9) or Ten (10) times his/her base annual earnings, rounded to the next higher \$1,000, if not already a multiple thereof, subject to a minimum of \$10,000 and a maximum of \$500,000.

Class III and Class IV

#### Contributory:

The **Principal Sum** for covered **Dependents** will be a percentage of the **Insured's Principal Sum**, on the date of **Accident**, which is determined by multiplying **Your Principal Sum** by the percentage below.

|   | % Spouse/               |              |
|---|-------------------------|--------------|
| Plan Selected                                     | <b>Domestic Partner</b> | % Child(ren) |
| Spouse/Domestic Partner only:                     | 50%                     | 0%           |
| Dependent Child(ren) only:                        | 0%                      | 15%          |
| Spouse/Domestic Partner and Dependent Child(ren): | 40%                     | 10%          |

Maximum of \$50,000 Principal Sum Accidental Death Benefit for Dependent Child(ren).

At age sixty-five (65), the **Principal Sum** for the Accidental Death Benefit will be reduced based on the **Covered Person's** original **Principal Sum** per the following schedule:

| Age at Date of Loss | Percent of Original Principal Sum |
|---------------------|-----------------------------------|
| 65 – 69             | 65%                               |
| 70 – 74             | 45%                               |
| 75 – 79             | 30%                               |
| 80 & Over           | 20%                               |

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# SECTION II – ELIGIBILITY AND EFFECTIVE DATES OF INSURANCE

#### **Your** Effective Date of **Contributory** Insurance:

A. For Eligible Persons hired prior to Policy Effective Date:

Policy Effective Date, provided the completed enrollment material is received by the **Policyholder** on or prior thereto.

B. For Eligible Persons hired on or after Policy Effective Date:

On the first day of the month following the date the completed enrollment material is received by the **Policyholder** upon completion of the required **Service Waiting Period** indicated above, if any, provided the completed enrollment material is received by the **Policyholder** prior thereto.

#### Your Effective Date of Non-Contributory Insurance:

A. For **Eligible Persons** hired prior to Policy Effective Date:

the later of the **Policy** effective date or upon completion of the required **Service Waiting Period**, if any, indicated above.

B. For **Eligible Persons** hired on or after Policy Effective Date:

The later of the date of hire upon completion of the required **Service Waiting Period**, if any, indicated above.

#### **Enrollment:**

An **Eligible Person** may enroll for coverage under the **Policy** by making written or electronic application for coverage on an enrollment form furnished or approved by **Us**. Coverage will not become effective until the **Eligible Person** has enrolled himself or herself and his or her eligible **Dependents** and paid the required premium, if any.

Initial Enrollment: **Eligible Persons** should enroll themselves and their eligible **Dependents** within the number of days defined under the **Policyholder's** written procedures as on file and approved by **Us** or thirty one (31) days of the first of the following to occur:

- 1. the date first eligible as set forth in the Schedule; or
- 2. the date that the **Service Waiting Period** is satisfied if applicable to their eligibility Class.

Open Enrollment Period: **Eligible Persons** may enroll themselves and their eligible **Dependents** during an Open Enrollment Period. Other changes including increases, decreases or terminations may also be restricted to Open Enrollment Periods.

Change in Family Status: An **Eligible Person** may enroll or **You** may change **Your** coverage if a change in family status occurs, provided written or electronic application to enroll is made within the number of days defined under the **Policyholder's** written procedures as on file and approved by **Us** or thirty one (31) day(s) of the event. A change in family status means any of the following events:

- 1. marriage or establishment of a Domestic Partnership;
- 2. divorce or legal separation (including the dissolution of a Domestic Partnership);
- 3. birth or adoption of a Dependent Child(ren);
- 4. death of a Spouse/Domestic Partner or Dependent Child(ren); or
- 5. other changes as permitted by the **Policyholder**.

#### **SECTION III – DEFINITIONS**

This section applies to all Hazards, Coverages and Benefits unless otherwise stated.

**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 means 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 Active and 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.

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Active Employee means any natural person in the regular service of the Policyholder and in the ordinary course of the

**Air Travel Carrier** means 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.

**Base Annual Earnings** means the **Active Employee's** base annual pay excluding overtime, bonuses, commissions and special compensation.

**Certificate(s)** means this Group Personal Accident Insurance Certificate.

**Contributory** means that **You** are required to pay all or a portion of the premium.

#### Common Carrier means:

- 1. any land or water conveyance licensed to carry persons for hire; or
- 2. Air Travel Carrier.

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

Covered Person means any person who has insurance under the terms of the Policy. It includes You, and Your Spouse/Domestic Partner and/or Dependent Child(ren) if a Plan covering the Spouse/Domestic Partner and/or Dependent Child(ren) is selected.

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

Dependent Child(ren) means those unmarried Child(ren) of Yours, and those unmarried Child(ren) of Your Spouse/Domestic Partner who are less than twenty-six (26) years of age, including unmarried legally adopted Child(ren) of the Insured or the Insured's Spouse/Domestic Partner, unmarried grandchild(ren) if at the time of application for insurance the grandchild(ren) are the Insured's or the Insured's Spouse/Domestic Partner's Dependent Child(ren) for federal income tax purposes, and unmarried Child(ren) for whom a court order or medical support order requires the Insured or the Insured's Spouse/Domestic Partner to provide coverage who are less than twenty-six (26) years of age and are chiefly dependent on You for their support and maintenance, and who prior to his or her termination of coverage became incapable of self-sustaining employment by reason of mental incapacity or physical disability. The Dependent Child(ren) will only be covered Dependent Child(ren) if a Plan covering Dependent Child(ren) is selected.

**Domestic Partner** means a person who qualifies as a **Domestic Partner** under the **Policyholder's** written procedures as on file and approved by **Us**.

A Domestic Partner will only be a covered Domestic Partner if a Plan covering Your Domestic Partner is selected.

**Eligibility Waiting Period** means the length of time an individual must be in an Eligible Class as described in the Classification and Eligibility part of SECTION I - SCHEDULE before becoming eligible for coverage under this Policy.

#### Eligible Person means an individual who:

- 1. is in an Eligible Class as described in the Classification and Eligibility part of SECTION I SCHEDULE; and
- 2. has satisfied the **Service Waiting Period** as described in the Classification and Eligibility part of SECTION I SCHEDULE, if any.

#### **Hospital** means an institution which:

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

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

a. a nursing home, convalescent home, or skilled nursing facility;

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- b. a place of rest, custodial care, or for the aged;
- c. a clinic; or
- d. a place for the treatment of mental illness, alcoholism or substance abuse.

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

- (1) part of the institution that meets the requirements in subparagraphs 1 4 above; and
- (2) listed in the American Hospital Association Guide as a general Hospital.

Hospital Confined or Hospital Confinement (Hospitalization) means a stay by the Covered Person confined to a bed in a Hospital for which a room charge is made. The Hospital Confinement must be on the advice of a Physician, it must be Medically Necessary, and the result of Injuries sustained in an Accident or for rehabilitative care and treatment for Injuries sustained in an Accident. Hospital Confinement also means the period of Hospital Confinement that starts while the Policy is in force. If the Hospital Confinement follows a previously covered Hospital Confinement, it will be deemed a continuation of the first Hospital Confinement unless (1) the later Hospital Confinement is the result of an entirely unrelated Injury or (2) the Hospital Confinements are separated by ninety (90) days or more. Hospitalization that begins prior to the end of one calendar year and continues into the next calendar year will be considered one Hospital Confinement.

**Injury** means a bodily injury caused directly by an **Accident**, independent of sickness, disease, bodily infirmity, or any other cause, occurring on or after the **Covered Person's** Effective Date of coverage and while coverage is in force for the **Covered Person**.

**Insured** means an employee who is eligible for coverage under the **Policy** as provided in the Classification and Eligibility part of SECTION I - SCHEDULE, and who completes the enrollment material, if required.

**Medically Necessary** means a medical service or treatment:

- 1. is essential for the diagnosis, treatment or care of the Injury for which it is prescribed or performed;
- 2. meets generally accepted standards of medical practice; and
- 3. is ordered by a Physician.

Non-Contributory means that no contribution of premium payments from You is required.

Physician means a person who is:

- 1. a doctor of medicine, osteopathy, or psychology that **We** recognize or are required by law to recognize (other than a chiropractor);
- 2. licensed to practice in the jurisdiction where care is being given:
- 3. practicing within the scope of that license; and
- 4. not **Related** to the **Covered Person** by blood or marriage.

**Plan** means the Hazards, Coverages and/or Benefits as set forth in the Schedule.

Plegia means a paralysis arising from an Accidental Injury resulting in a Covered Loss.

Policy means the Group Personal Accident Policy issued to the Policyholder.

**Policyholder** means the entity named on the face page of the **Policy**.

Principal Residence means the country of the legal domicile of the Covered Person.

**Principal Sum** means the amount of insurance applicable to the **Covered Person** as stated in the Principal Sum Schedule.

**Related** means a person who is a **Spouse/Domestic Partner**, an adult living in the same household, sibling, parent, step-parent, grandparent, aunt, uncle, niece, nephew, son, daughter, or grandchild or similar relationship in law.

**Service Waiting Period** means the continuous length of time **You** are required to be employed by the **Policyholder** prior to being covered under the **Policy**.

**Spouse**, if used in the **Policy**, means **Your** legally married **Spouse** under age seventy (70). A **Spouse** will only be a covered **Spouse** if a **Plan** covering **Your Spouse** is selected.

War or Act of War means the hostile contention by means of armed forces, carried on between nations, states, or rulers, or between citizens in the same nation or state.

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

You or Your means the Insured to whom a Certificate is issued.

#### SECTION IV - HAZARDS

Subject to all the terms, conditions, limitations, and exclusions set forth in the **Policy**, the Hazards are also subject to the following additional terms, conditions, limitations, and exclusions.

**Hazard Limitations** 

Coverage for air travel is limited to a **Covered Loss** as set forth in each Hazard below, while the **Covered Person** while riding in or on, boarding or alighting from any **Air Travel Carrier**.

**Hazard Exclusions** 

If the Covered Person is the pilot, operator, member of the crew or cabin attendant of any aircraft.

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

H-1 24 Hour Accident Protection Coverage

An Injury sustained by a Covered Person resulting in a Covered Loss anywhere in the world.

Additional Hazard Limitations:

For purposes of this hazard only, the following additional limitation applies:

Coverage for air travel is limited to a **Covered Loss** sustained by **Covered Person** as a passenger, during a trip while riding in or on, boarding, or alighting from:

- 1. an Air Travel Carrier; or
- 2. 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 American or the Armed Forces of any foreign government.

#### **SECTION V - COVERAGES**

Coverages afforded and Benefits payable are based on the Hazards insured against as set forth in SECTION I - SCHEDULE.

C – 3 Accidental Death/Catastrophic Injury Coverage:

Accidental Death Benefit

If a **Covered Person** suffers an **Injury** resulting in a loss of life, **We** will pay the applicable **Principal Sum** as set forth in the Schedule. The death must occur within 365 days of the **Injury**.

Accidental Dismemberment and Plegia Benefit

If a **Covered Person** suffers an **Injury** resulting in any of the following **Covered Losses**, **We** will pay the benefit amount set forth in the Schedule. 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**.

For purposes of this benefit only:

#### 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 and or Index Finger;
- c. Total and permanent loss of Sight;
- d. Total and permanent loss of Speech;
- e. Total and permanent loss of Hearing.

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Plegia means permanent, functional and irreversible paralysis of one (1) or more Limbs as determined by a

Physician and which must continue for twelve (12) consecutive months.

**Limb** means an Arm or a Leg.

**Loss of Four Fingers on One Hand** means complete Severance through or above the metacarpophalangeal joints of the same hand (the joints between the fingers and the hand).

Loss of Toes means complete Severance through the metatarsophalangeal joint.

Proof of total or functional 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 VII - GENERAL LIMITATIONS.

Accidental Dismemberment and Plegia Benefit for Eligible Dependent Children

If an eligible **Dependent Child(ren)** suffer(s) an **Injury** resulting in any of the **Covered Losses** listed in the Schedule, **We** will pay the benefit set forth in the Schedule. The **Covered Loss** must occur within 365 days of the **Accident**.

For purposes of this benefit only:

#### 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 and/or Index Finger;
- c. Total and permanent loss of Sight;
- d. Total and permanent loss of Speech;
- e. Total and permanent loss of Hearing.

**Plegia** means permanent, functional and irreversible paralysis of one (1) or more **Limbs** as determined by a **Physician** and which must continue for twelve (12) consecutive months.

Limb means an Arm or a Leg.

**Loss of Four Fingers on One Hand** means complete Severance through or above the metacarpophalangeal joints of the same hand (the joints between the fingers and the hand).

Loss of Toes means complete Severance through the metatarsophalangeal joint.

This benefit is subject to the limitations in SECTION VII - GENERAL LIMITATIONS.

#### Coma Benefit

If a **Covered Person** suffers an **Injury** resulting in a **Covered Loss** within ninety (90) days of an **Accident**, and such **Injury** causes the **Covered Person** to be in a **Coma** for at least thirty-one (31) consecutive days, **We** will pay the benefit amount set forth in the Schedule.

The Coma Benefit will be payable monthly as set forth in the Schedule, following the initial thirty-one (31) day period. At the end of the Monthly Benefit Period, if the **Covered Person** remains in a **Coma**, **We** will pay a Lump Sum Payment equal to the maximum amount set forth in the Schedule payable under the Accidental Death Benefit less the amount of the monthly benefit already received. The Coma Benefit is equal to the maximum amount set forth in the Schedule and will be paid following the initial thirty-one (31) day period.

For purposes of this benefit only, **Coma** means a continuous state of profound unconsciousness, diagnosed or treated after the **Covered Person's** Effective Date of coverage, lasting for a period of seven (7) or more consecutive days, and characterized by the absence of (1) spontaneous eye movements, (2) response to painful stimuli, and (3) vocalization. **Coma** does not include a medically induced coma.

This benefit is subject to the limitations in SECTION VII - GENERAL LIMITATIONS.

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#### **SECTION VI - GENERAL EXCLUSIONS**

This section applies to all Hazards, Coverages and Benefits unless otherwise stated.

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, including Reserve or National Guard active duty which extends beyond thirty-one (31) consecutive days;
- 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 or an assault;
- 6. parasailing, bungee jumping, heli-skiing, scuba diving or any other activity that would reasonably be deemed extra-hazardous:
- 7. being legally intoxicated while operating a motorized vehicle.
  - a. a **Covered Person** will be conclusively presumed to be legally 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 motorized vehicle.
  - b. an autopsy report from a licensed medical examiner, law enforcement officer reports, or similar items will be considered proof of the **Covered Person's** intoxication;
- 8. being under the influence of any prescription drug, controlled substance, or hallucinogen, unless such prescription drug, controlled substance, or hallucinogen was prescribed by a **Physician** and taken in accordance with the prescribed dosage and in accordance with drug interaction warnings;
- 9. travel or flight in any aircraft except to the extent stated in SECTION IV HAZARDS and SECTION V COVERAGES.

#### **SECTION VII - GENERAL LIMITATIONS**

This section applies to all Hazards, Coverages and Benefits unless otherwise stated.

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

Limitation on Multiple Coverages and Benefits. If a **Covered Person** suffers a **Covered Loss** which is payable under more than one benefit as a result of the same **Accident**, the most **We** will pay for these benefits in total is the **Covered Person's Principal Sum**.

Limitation on Multiple Hazards. If a **Covered Person** suffers a **Covered Loss** under more than one Hazard, **We** will pay only one benefit, the largest benefit.

#### **SECTION VIII - TERMINATION OF INSURANCE**

#### A. Termination of Covered Person's Insurance

**You**. 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. You cease to be eligible for insurance;
- 3. You fail to pay the required premium, if You are so required; or
- 4. You retire.

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

Covered Person other than You. Insurance terminates on the earliest of:

- 1. the date the insurance for You terminates;
- 2. the first premium due date after the person no longer qualifies as a Covered Person; or
- 3. for the covered **Spouse/Domestic Partner**, the date the covered **Spouse/Domestic Partner** reaches age seventy (70).

#### Conversion Privilege

Solely with respect to the Accidental Death/Catastrophic Injury Coverage, if the insurance under the **Policy** for **You** ceases for reasons other than termination or nonpayment of premium, **You** are entitled to convert **Your Policy** to an Individual Accidental Death or Dismemberment (IAD) policy or to a Family AD&D (FAD) policy if **You** selected a **Plan** covering **Your Dependents**. The new IAD or FAD policy will be issued on the standard forms issued by **Us** and will not include all the Benefits and Additional Benefits of the **Policy**. **You** must make a written application for the IAD or FAD policy within sixty (60) days of the cessation of insurance under the **Policy**. To request a Conversion Application Form, **You** must call 1-800-834-1959. **You** do not have to show proof of good health.

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

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

The Conversion Privilege will cease when **You** attain age seventy (70).

#### **SECTION IX - HOW TO FILE A CLAIM**

- A. Notice. **You** 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 **Covered Person** who sustained the **Injury**, **You**, and the Policy Number. To request a claim form, **You** or the beneficiary, or someone on their behalf may contact **Us** at 1-877-287-4805. The notice must be sent to the Claims Department, Zurich American Insurance Company, PO 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, **You** can send **Us** a detailed written report of the claim and the extent of the loss. **We** will accept this report as a Proof of Loss if sent within the time fixed below for filing a proof of **Covered Loss**.
- C. Proof of Loss. Written Proof of Loss must be sent to **Us** within ninety (90) days of the **Covered Loss**. Failure to furnish Proof of Loss within such time will neither invalidate nor reduce any claim if it was not reasonably possible to furnish the Proof of Loss, and the proof was provided as soon as reasonably possible but (except in case of the absence of legal capacity of the claimant) no later than one (1) year from the time proof is otherwise required under the **Policy**.

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#### **SECTION X - 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, as soon as We receive written Proof of Loss. Unless an optional periodic payment is stated or chosen, any Covered Loss to be paid in periodic payments will be paid at the end of each four-week period. The unpaid balance, which remains when Our liability ends, will then be paid when We receive the proof of Covered Loss.
- B. Who We Will Pay.
  - 1. Loss of Life of You. 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/Domestic Partner;
    - b. Your Dependent Child(ren);
    - c. Your parents;
    - d. Your brothers and sisters;
    - e. Your estate.
  - 2. Loss of Life of a Covered Person other than You. Covered Losses for the death of a Covered Person other than You will be paid to You. If You pre-decease or die at the same time as the Covered Person other than You, the benefit will be paid to the beneficiary unless the beneficiary designation has not been made or the beneficiary is no longer living at the time of death. In such case, the benefits will be paid to Your estate.
  - 3. All Other Claims. Benefits are to be paid to the **Covered Person**. He or she may direct in writing that all, or part of the Accident Medical Expense Benefit, if applicable, will be paid directly to the party who furnished the service. The direction may be changed by the **Covered Person** at any time up to the filing of the Proof of Loss.
- C. Physical Examination and Autopsy. We have the right to examine a Covered Person when and as often as We may reasonably request while the claim is pending. Such examination will be at Our expense. We can have an autopsy performed unless forbidden by law.
- D. Choice of Service Provider. The **Covered Person** has the sole right to choose his or her **Physician** and **Hospital**.
- E. Payment of Benefits to the Texas Department of Human Services. All benefits paid on behalf of the **Covered Person**'s **Dependent Child(ren)** under this **Policy** must be paid to the Texas Department of Human Services whenever:
  - The Texas Department of Human Services is paying under the Human Resources Code, Chapter 31 or 32, which
    is the financial and medical assistance service program administered pursuant to the Human Resources Code;
    and
  - 2. The parent who purchased this **Policy** has possession or access to the **Dependent Child(ren)** pursuant to a court order, or is not entitled to access or possession and is required to pay child support; and
  - 3. We receive written notice affixed to the insurance claim, when the claim is first submitted, which states that all benefits paid pursuant to this provision must be paid directly to the Texas Department of Human Services.

#### **SECTION XI - GENERAL POLICY CONDITIONS**

This section applies to all Hazards, Coverages and Benefits unless otherwise stated.

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 submitted to **Us** in writing.

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- 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** 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. 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 of the date the written proof of **Covered Loss** was required to be submitted. If the law of the state where the **Covered Person** lives makes such limit void, then the action must begin within the shortest time period permitted by law. In those states where binding arbitration is allowed, binding arbitration will supersede this provision.
- E. Time Limit on Certain Defenses. In the absence of fraud, statements made by the **Policyholder** or a **Covered Person** are deemed representations and not warranties. No such statement will cause **Us** to deny or reduce the benefits due under the **Policy** or be used as a defense of a claim, unless it is contained in a signed written application. After two (2) years from the date coverage starts no such statement (except age) will cause the **Policy** to be contested.
- F. Arbitration. Any contest to a claim denial under the **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 **Covered Person**. The arbitrator(s) will not award consequential or punitive damages in any arbitration under this section.
  - This provision does not apply if the **Covered Person** is a resident of a state where the law does not allow binding arbitration in an insurance policy, but only if the **Policy** is subject to its laws. In such a case, binding arbitration does not apply. This provision bars the institution of lawsuit by the **Covered Person**.
- G. Misstatement of Age. If the age of the **Covered Person** has been misstated, **We** will adjust the benefits under this **Policy** to those that would be applicable at the correct age.

Activision Blizzard, Inc. GPA 0973393
Effective: January 1, 201

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# **Carjacking Benefit**



Zurich American Insurance Company 1299 Zurich Way Schaumburg, Illinois 60196

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

This rider modifies insurance provided under the Group Personal Accident Policy/Certificate.

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

If a **Covered Person** suffers an **Injury** resulting in a loss of life or **Covered Loss**, which is payable under the Accidental Death Benefit or the applicable Accidental Dismemberment Benefit, as a direct result of an **Accident** that occurs during a **Carjacking** of a private passenger automobile that the **Covered Person** was operating, getting into or out of, or riding in as a passenger, **We** will pay an additional benefit as set forth in the Additional Benefits Schedule.

Verification of the **Carjacking** must be made in an official police report within seventy-two (72) hours of the **Carjacking** or as soon as reasonably possible, or be certified in writing by the investigating officer(s) within seventy-two (72) hours or as soon as reasonably possible, and such verification must be provided to **Us**.

For purposes of this rider only, the following additional definition applies:

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

This benefit is not subject to the limitations in SECTION VII - GENERAL LIMITATIONS of the **Policy/Certificate**.

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

Effective Date: <u>January 1, 2017</u> Attached to and forming a part of **Policy** No. <u>GPA 0973393</u>

Signed for by Zurich American Insurance Company:

Maney D. Mueller January 1, 2017

President Date

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#### **Common Disaster Benefit**



Zurich American Insurance Company 1299 Zurich Way Schaumburg, Illinois 60196

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

This rider modifies insurance provided under the Group Personal Accident Policy/Certificate.

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

If an **Insured** selects a **Plan** covering his or her **Dependents** and the **Insured** and his or her covered **Spouse/Domestic Partner** suffer a loss of life as a result of **Injuries** sustained in an **Accident**, or within 90 days of such **Accident**, the **Principal Sum** that would have been payable under the Accidental Death Benefit for the covered **Spouse/Domestic Partner** will be increased to an amount equal to the **Principal Sum** payable for the loss of life of the **Insured** provided:

- 1. the **Insured** and covered **Spouse/Domestic Partner** are survived by one or more covered **Dependent Child(ren)**; and
- 2. the combined benefits amounts of the **Insured** and the covered **Spouse/Domestic Partner** are not more than the amount set forth in the Additional Benefits Schedule.

This benefit is not subject to the limitations in SECTION VII - GENERAL LIMITATIONS of the Policy/Certificate.

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

Effective Date: January 1, 2017 Attached to and forming a part of **Policy** No. GPA 0973393

Signed for by Zurich American Insurance Company:

Maney D. Mueller

President Date

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January 1, 2017

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## **Continuation of Insurance Benefit**



Zurich American Insurance Company 1299 Zurich Way Schaumburg, Illinois 60196

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

This rider modifies insurance provided under the Group Accident Policy/Certificate.

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

If an **Insured** selects a **Plan** covering his or her **Spouse/Domestic Partner** or **Dependent Child(ren)** and the **Insured** suffers an **Injury** resulting in a loss of life which is payable under the Accidental Death Benefit, all Coverages, Benefits and Additional Benefits under this **Policy**, which were in force for such **Spouse/Domestic Partner** or **Dependent Child(ren)** on the date of death, will be continued automatically for the period set forth in the Additional Benefits Schedule.

This benefit is not subject to the limitations in SECTION VII - GENERAL LIMITATIONS of the **Policy/Certificate**.

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

Effective Date: <u>January 1, 2017</u> Attached to and forming a part of **Policy** No. <u>GPA 0973393</u>

Signed for by Zurich American Insurance Company:

Many D. Mueller January 1, 2017

President Date

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# **Day Care Benefit**



Zurich American Insurance Company 1299 Zurich Way Schaumburg, Illinois 60196

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

This rider modifies insurance provided under the Group Personal Accident Policy/Certificate.

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

If an **Insured** selects a **Plan** covering his or her **Dependents** and the **Insured** or his or her **Spouse/Domestic Partner** suffers an **Injury** resulting in a loss of life or **Covered Loss**, which is payable under the Accidental Death Benefit or the applicable Accidental Dismemberment Benefit, **We** will pay an additional benefit as set forth in the Additional Benefits Schedule for day care expenses to the individual who incurs the expense on behalf of each **Dependent Child** if, 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 death of the **Insured** or his or her **Spouse/Domestic Partner**.

If the **Insured** and his or her **Spouse/Domestic Partner** both die as a result of the same **Accident**, and **We** pay an Accidental Death Benefit on both **Covered Persons**, the **Insured's Principal Sum** will be used to calculate the amount applicable under this benefit.

The Day Care Benefit will be paid annually for four (4) consecutive year(s) if **We** receive verification that the **Dependent Child** remains enrolled in an **Accredited Child Care Facility**.

For purposes of this rider only, the following additional definition applies:

#### **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 **Dependent 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.

This benefit is not subject to the limitations in SECTION VII - GENERAL LIMITATIONS of the Policy/Certificate.

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

Effective Date: <u>January 1, 2017</u> Attached to and forming a part of **Policy** No. <u>GPA 0973393</u>

Signed for by Zurich American Insurance Company:

President

Maney D. Mueller

January 1, 2017

Date

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# **Exposure and Disappearance Benefit**

Zurich American Insurance Company 1299 Zurich Way Schaumburg, Illinois 60196

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

This rider modifies insurance provided under the Group Personal Accident Policy/Certificate.

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

If a **Covered Person** is exposed to weather because of an **Accident** and such exposure results in a **Covered Loss**, **We** will pay the applicable **Principal Sum** as set forth in the Additional Benefits Schedule, subject to all **Policy** terms.

If the conveyance in which a **Covered Person** is riding disappears, is wrecked, or sinks, and the **Covered Person** is not found within 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 **Covered Person** survived the event.

This benefit is subject to the limitations in SECTION VII - GENERAL LIMITATIONS of the Policy/Certificate.

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

Effective Date: <u>January 1, 2017</u> Attached to and forming a part of **Policy** No. <u>GPA 0973393</u>

Signed for by Zurich American Insurance Company:

Maney D. Muelles January 1, 2017

President Date

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# **Z**URICH<sup>®</sup>

# **Felony Victim Benefit**

Zurich American Insurance Company 1299 Zurich Way Schaumburg, Illinois 60196

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

This rider modifies insurance provided under the Group Personal Accident Policy/Certificate.

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

If a **Covered Person** suffers an **Injury** resulting in loss of life or **Covered Loss**, which is payable under the Accidental Death Benefit or the applicable Accidental Dismemberment Benefit as a result of a **Felony Crime** committed by someone other than the **Covered Person**, a **Fellow Employee** or a member of the **Covered Person's Family** or **Household**, **We** will pay an additional benefit as set forth in the Additional Benefits Schedule.

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

Family means the Covered Person's parent, stepparent, Spouse/Domestic Partner or former Spouse/Domestic Partner, son, daughter, sibling, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, aunt, uncle, cousins, grandparent, grandchild or stepchild or person related to the Covered Person.

**Fellow Employee** means a person employed by the **Policyholder** or by an affiliate or subsidiary corporation of the **Policyholder**. It will also include any person who was so employed, but whose employment was terminated not more than forty-five (45) days prior to the date on which the crime or attempted crime was committed.

**Felony Crime(s)** means the following actual or attempted felony crimes of murder, robbery, battery, theft, assault, sexual assault or kidnapping.

Household means a person who maintains residence at the same address as the Insured.

This benefit is not subject to the limitations in SECTION VII - GENERAL LIMITATIONS of the Policy/Certificate.

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

Effective Date: January 1, 2017 Attached to and forming a part of **Policy** No. GPA 0973393

Signed for by Zurich American Insurance Company:

Maney D. Muelles January 1, 2017

President Date



# **Hearing Aid or Prosthetic Appliance Benefit**

Zurich American Insurance Company 1299 Zurich Way Schaumburg, Illinois 60196

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

This rider modifies insurance provided under the Group Personal Accident Policy/Certificate.

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

If a **Covered Person** suffers an **Injury** resulting in a **Covered Loss**, which is payable under the applicable Accidental Dismemberment Benefit, **We** will pay an additional benefit as set forth in the Additional Benefits Schedule provided:

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

The amount **We** will pay will be equal to the one-time cost of the hearing aid or **Prosthetic Appliance** actually paid by the **Covered Person**.

This benefit will not be paid unless:

- 1. the hearing aid or Prosthetic Appliance was prescribed by a Physician; and
- 2. proof of payment is provided to Us.

For purposes of this rider only, the following additional definition applies:

**Prosthetic Appliance** means a replacement or artificial substitution for a missing **Limb** or eye. This does not include a dental prosthetic device such as dentures or crowns.

The maximum amount payable under all provisions of this rider combined will be the amount set forth in the Additional Benefits Schedule.

This benefit is not subject to the limitations in SECTION VII - GENERAL LIMITATIONS of the Policy/Certificate.

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

Effective Date: <u>January 1, 2017</u> Attached to and forming a part of **Policy** No. <u>GPA 0973393</u>

Signed for by Zurich American Insurance Company:

Maney D. Mueller January 1, 2017

President Date



# **Higher Education Benefit**

Zurich American Insurance Company 1299 Zurich Way Schaumburg, Illinois 60196

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

This rider modifies insurance provided under the Group Personal Accident Policy/Certificate.

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

If an **Insured** selects a **Plan** covering his or her **Dependent Child(ren)** and the **Insured** suffers an **Injury** resulting in a loss of life 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 death of the Insured:

- 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 as a full-time student in an accredited college, university or trade school within one (1) year from the date of death of the **Insured**.

The Higher Education Benefit will be the amount set forth in the Additional Benefits Schedule. 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 to **Us** that he or she is attending an accredited college, university or trade school on a full-time basis.

The maximum amount payable under this benefit is the amount set forth in the Additional Benefits Schedule.

If a **Plan** covering the **Insured's Dependents** was selected, but there are no **Dependent Child(ren)** who qualify for this benefit (a "Non-Qualified Dependent"), **We** will pay one-third of the **Higher Education Benefit** amount as set forth in the Additional Benefits Schedule to the designated beneficiary.

This benefit is not subject to the limitations in SECTION VII - GENERAL LIMITATIONS of the Policy/Certificate.

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

Effective Date: January 1, 2017 Attached to and forming a part of **Policy** No. GPA 0973393

Signed for by Zurich American Insurance Company:

Maney D. Mueller January 1, 2017

President Date

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## Home Alteration and Vehicle Modification Benefit

Zurich American Insurance Company 1299 Zurich Way Schaumburg, Illinois 60196

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

This rider modifies insurance provided under the Group Personal Accident Policy/Certificate.

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

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

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

The amount **We** will pay will be equal to the one-time cost of:

- 1. home alterations to the **Covered Person's** primary residence to make it wheelchair accessible and habitable; and
- 2. vehicle modifications necessary to his or her motor vehicle to make the vehicle accessible or drivable.

Benefits will not be payable unless:

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

The maximum amount payable under all provisions of this benefit combined is the amount set forth in the Additional Benefits Schedule.

This benefit is not subject to the limitations in SECTION VII - GENERAL LIMITATIONS of the Policy/Certificate.

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

Effective Date: <u>January 1, 2017</u> Attached to and forming a part of **Policy** No. <u>GPA 0973393</u>

Signed for by Zurich American Insurance Company:

Maney D. Mueller January 1, 2017

President Date

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## **Rehabilitation Benefit**

Zurich American Insurance Company 1299 Zurich Way Schaumburg, Illinois 60196

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

This rider modifies insurance provided under the Group Personal Accident Policy/Certificate.

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

If a **Covered Person** suffers an **Injury** resulting in a **Covered Loss** which is payable under the applicable Accidental Dismemberment Benefit, **We** will pay an additional benefit for the **Reasonable and Customary** expenses actually incurred by the **Covered Person** for **Rehabilitation Training** as set forth in the Additional Benefits Schedule.

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

Rehabilitation Training means a treatment program that:

- 1. is prescribed by a **Physician** prior to the provision of services;
- 2. is required due to the Covered Person's Injury; and
- 3. prepares the **Covered Person** for the same occupation or 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.

This benefit is not subject to the limitations in SECTION VII - GENERAL LIMITATIONS of the Policy/Certificate.

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

Effective Date: January 1, 2017 Attached to and forming a part of **Policy** No. GPA 0973393

Signed for by Zurich American Insurance Company:

Maney D. Muelles January 1, 2017

President Date

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# **Z**URICH<sup>®</sup>

# Seat Belt/Air Bag Benefit

Zurich American Insurance Company 1299 Zurich Way Schaumburg, Illinois 60196

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

This rider modifies insurance provided under the Group Personal Accident Policy/Certificate.

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

If a **Covered Person** suffers an **Injury** resulting in a loss of life which is payable under the Accidental Death Benefit, as a direct result of an automobile **Accident**, **We** will pay an additional benefit as set forth in the Additional Benefits Schedule provided that the **Covered Person** was:

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

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

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

An additional benefit as set forth in the Additional Benefit Schedule will be paid if the **Covered Person** was driving or riding as a passenger in a private passenger automobile with a manufacturer equipped air bags, provided the **Covered Person's** seat belt or lap and shoulder restraint was properly fastened at the time of the **Accident**. The proper functioning and/or deployment of the air bag must be certified in the official law enforcement report of the **Accident**, through certification by the investigating officers or by other proof submitted to **Us**.

This benefit is not subject to the limitations in SECTION VII - GENERAL LIMITATIONS of the Policy/Certificate.

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

Effective Date: <u>January 1, 2017</u> Attached to and forming a part of **Policy** No. <u>GPA 0973393</u>

Signed for by Zurich American Insurance Company:

Maney D. Mueller January 1, 2017

President Date

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# **Spouse/Domestic Partner Retraining Benefit**

Zurich American Insurance Company 1299 Zurich Way Schaumburg, Illinois 60196

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

This rider modifies insurance provided under the Group Personal Accident Policy/Certificate.

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

If an **Insured** selects a **Plan** covering his or her **Spouse/Domestic Partner** and the **Insured** suffers an **Injury** resulting in a loss of life which is payable under the Accidental Death Benefit, **We** will pay the amount set forth in the Additional Benefit Schedule to the **Insured's** covered **Spouse/Domestic Partner**, for the actual cost of any professional or trade-training program in which the covered **Spouse/Domestic Partner** enrolls, provided:

- the purpose of the professional or trade-training program is to obtain an independent source of support and maintenance;
- 2. the professional or trade-training program is successfully completed within twelve (12) months from the death of the **Insured**; and
- 3. the professional or trade training program is licensed by the state.

This benefit is not subject to the limitations in SECTION VII - GENERAL LIMITATIONS of the Policy/Certificate.

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

Effective Date: <u>January 1, 2017</u> Attached to and forming a part of **Policy** No. <u>GPA 0973393</u>

Signed for by Zurich American Insurance Company:

Maney D. Muelles January 1, 2017

President Date

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# **Therapeutic Counseling Benefit**

Zurich American Insurance Company 1299 Zurich Way Schaumburg, Illinois 60196

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

This rider modifies insurance provided under the Group Personal Accident Policy/Certificate.

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

If an **Insured** selects a **Plan** covering his or her **Dependents** and the **Insured** or his or her covered **Dependents** suffers an **Injury** resulting in a loss of life or a **Covered Loss**, which is payable under the Accidental Death Benefit or applicable Accidental Dismemberment Benefit, and the **Insured** or his or her covered **Dependents** requires **Therapeutic Counseling**, **We** will reimburse the charges for such counseling, to the individual who incurs the expense, provided:

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

The maximum amount payable under this benefit is the amount set forth in the Additional Benefits Schedule for **Therapeutic Counseling** for any one **Accident**.

For purposes of this rider only, the following additional definition applies:

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

This benefit is not subject to the limitations in SECTION VII - GENERAL LIMITATIONS of the Policy/Certificate.

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

Effective Date: January 1, 2017 Attached to and forming a part of **Policy** No. GPA 0973393

Signed for by Zurich American Insurance Company:

Maney D. Muelles January 1, 2017

President Date



#### **Travel Assistance Benefit**

Zurich American Insurance Company 1299 Zurich Way Schaumburg, Illinois 60196

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

This rider modifies insurance provided under the Group Personal Accident Policy/Certificate.

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

This Travel Assistance Benefit will apply to **Covered Persons** when they are traveling 100 miles or more from their **Principal Residence**. The transportation and/or services provided under this Travel Assistance Benefit must be preauthorized by **Us**. Under this **Policy**, the Travel Assistance Benefit consists of the following:

#### **Medical Evacuation**

If a **Covered Person** is **Injured** or **III** on a **Covered Trip** and is being treated in a hospital, medical facility, clinic, or by a medical provider which, based upon **Our** evaluation, cannot provide medical care which could treat the **Covered Person's** medical condition in accordance with generally accepted medical standards of the United States of America, Canada or Western Europe, **We** will arrange and pay the cost for the transport, including special personnel and/or equipment, 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 or covered without the prior recommendation of the attending **Physician**.

#### Medical Repatriation

If a **Covered Person** is **Injured** or **III** on a **Covered Trip** and has sufficiently recovered to travel with minimal risk to his or her health, such **Covered Person** shall be repatriated to his or her **Principal Residence** or to the country where he or she was assigned. **We** will arrange and pay the cost for the transport of the **Covered Person** on a non-scheduled commercial air flight or the additional reasonable expenses for the regularly scheduled air flight, including special personnel and/or equipment, if applicable. No transport will be arranged for or covered without the prior recommendation of the attending **Physician**. **We** must be contacted prior to the transport and **We** must pre-authorize the transport for benefits to be payable.

#### Non-Medical Repatriation

If a **Covered Person** is **Injured** or **III** on a **Covered Trip**, and has to be repatriated to his or her **Principal Residence**, or to the country where he or she was assigned, due to the **Injury** or **Illness**, **We** will pay the reasonable additional expenses to change the original travel date on the return flight and/or an upgrade in the seating. **We** must be contacted prior to making the change to the original travel date and/or an upgrade in the seating and **We** must preauthorize the transport for benefits to be payable.

#### Return of Remains

If a **Covered Person** dies while on a **Covered Trip**, **We** will make arrangements and pay the reasonable expenses for the local preparation of the body for transport (including 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 transport, and **We** must pre-authorize the preparation and transport for benefits to be payable.

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#### 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 pay the cost of, a regularly scheduled round trip economy class air flight and accommodations (including hotel/lodging and meals; but excluding personal comfort or convenience items) 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 this Visit to Hospital Benefit to be payable.

#### Return of Child

If a Covered Person is traveling with a Dependent Child(ren), who is under nineteen (19) years of age or a Dependent Child(ren) who prior to age of 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 Dependent Child(ren) was (were) left unattended, We will arrange and cover the cost of reasonable expenses to transport such Dependent Child(ren) to the location chosen by the Covered Person, including the reasonable expenses for an attendant, if applicable. We must be contacted prior to the transport, and We must pre-authorize the transport 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 arrange and pay the additional reasonable expenses to change the travel date of the companion's return flight. **We** must be contacted prior to making the change to the original travel date of the companion's return flight, and **We** must pre-authorize the transport for benefits to be payable.

For purposes of this rider only, the following additional 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 in this rider.

**Illness** or **Ill** means a sickness or disease, which impairs normal functions of the body. **Illness**, as covered under this Travel Assistance Benefit is solely covered under this Travel Assistance Benefit, and in no way supersedes or modifies the other coverages provided under this **Policy**.

For purposes of this rider only, the following additional exclusions apply:

Travel Assistance Exclusions

We will not pay expenses 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 and in accordance with drug interaction warnings;
- based upon Our review of a claim, We determine that the medical care in the hospital, medical facility, or clinic or by the medical provider was and would have been in accordance with generally accepted medical standards of the United States of America, Canada or Western Europe. We may request medical records, an independent physician review or similar items in making that determination;
- 4. based upon **Our** review of a claim, **We** determine that it was not **Medically Necessary** to transport the **Covered Person** to another hospital or medical facility. **We** may request medical records, an independent physician review or similar items in making that determination:

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- 5. the Injuries or Illness resulted in whole or in part from the Covered Person being intoxicated and operating a motorized vehicle. A Covered Person will be conclusively presumed to be intoxicated if on or about the time of the incident which required medical treatment, the level of alcohol in his or her blood exceeds the amount at which a person is presumed to be intoxicated if operating a motor vehicle in that jurisdiction. A report from a law enforcement officer, medical provider or similar report will be considered proof of the Covered Person's intoxication;
- 6. any local, state, country or international law prohibits the provision of the transportation or services provided for under this benefit. **We** will be fully and completely excused from performance and discharged from any contractual obligation.

For purposes of this rider only, the following additional condition applies:

Right of Recovery

**We** have the right to recover any benefits **We** have paid under this Travel Assistance Benefit if the **Covered Person** recovers any money from a third party for the expenses that were covered under this Travel Assistance Benefit. **We** will be reimbursed from such recovery, and **We** will have a lien against that recovery.

This amount is not subject to the limitations in SECTION VII - GENERAL LIMITATIONS of the Policy/Certificate.

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

Effective Date: <u>January 1, 2017</u> Attached to and forming a part of **Policy** No. <u>GPA 0973393</u>

Signed for by Zurich American Insurance Company:

Maney D. Mueller

January 1, 2017

President Date

# IMPORTANT INFORMATION ABOUT COVERAGE UNDER THE TEXAS LIFE, ACCIDENT, HEALTH AND HOSPITAL SERVICE INSURANCE GUARANTY ASSOCIATION

Texas law establishes a system, administered by the Texas Life, Accident, Health and Hospital Service Insurance Guaranty Association (the "Association"), to protect policyholders if their life or health insurance company fails to or cannot meet its contractual obligations. Only the policyholders of insurance companies which are members of the Association are eligible for this protection. However, even if a company is a member of the Association, protection is limited and policyholders must meet certain guidelines to qualify. (The law if found in the *Texas Insurance Code*, Article 21.28-D.)

# BECAUSE OF STATUTORY LIMITATIONS ON POLICYHOLDER PROTECTION, IT IS POSSIBLE THAT THE ASSOCIATION MAY NOT COVER YOUR POLICY OR MAY NOT COVER YOUR POLICY IN FULL.

#### **Eligibility for Protection by the Association**

When an insurance company which is a member of the Association is designated as impaired by the Texas Commissioner of Insurance, the Association provides coverage to policyholders who are:

- residents of Texas at the time that their insurance company is impaired;
- residents of other states, ONLY if the following conditions are met:
  - 1) the policyholder has a policy with a company based in Texas;
  - 2) the policyholder's state of residence has a similar guaranty association; and
  - 3) the policyholder is *not eligible* for coverage by the guaranty association of the policyholder's state of residence.

#### Limits of Protection by the Association

#### Accident, Accident and Health, or Health Insurance:

 For each individual covered under one or more policies: up to a total of \$500,000 for basic hospital, medicalsurgical, and major medical insurance, \$300,000 for disability or long term care insurance, or \$200,000 for other types of health insurance.

#### Life Insurance:

- Net cash surrender value or net cash withdrawal value up to a total of \$100,000, under one or more policies on any one life; or
- Death benefits up to a total of \$300,000 under one or more policies on any one life; or
- Total benefits up to a total of \$5,000,000 to any owner of multiple non-group life policies.

#### **Individual Annuities:**

Present value of benefits up to a total of \$250,000 under one or more policies on any one life.

#### **Group Annuities:**

- Present value of allocated benefits up to a total of \$250,000 on any one life; or
- Present value of unallocated benefits up to a total of \$5,000,000 for one contract holder regardless of the number of contracts.

#### **Aggregate Limit:**

• \$300,000 on any one life with the exception of the \$500,000 health insurance limit, the \$5,000,000 unallocated group annuity limit.

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#### **Government Plans:**

 Present value annuity benefits, in aggregate, up to a total of \$250,000 including net cash surrender and net cash withdrawal values for individuals in a plan established under sections 401, 403(b), and 457 of the Internal Revenue code.

These limits are applied for each insolvent insurance company.

THE INSURANCE COMPANY AND ITS AGENTS ARE PROHIBITED BY LAW FROM USING THE EXISTENCE OF THE ASSOCIATION FOR THE PURPOSES OF SALES, SOLICITATION, OR INDUCEMENT TO PURCHASE ANY FORM OF INSURANCE.

When you are selecting an insurance company, you should not rely on coverage by the Association. For additional questions on Association protection or general information about an insurance company, please use the following contact information.

Texas Life, Accident, and Health Insurance Guaranty Association 515 Congress Avenue, Suite 1875 Austin, TX 78701 (800) 982-6362 or www.txlifega.org Texas Department of Insurance P.O. Box 149104 Austin, TX 78714-9104 (800) 252-3439 or www.tdi.texas.gov

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# 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

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#### **Privacy Notice**

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

Dear Customer:

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.

# 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:

rev. October 2016

- 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).

| Reasons we may share your personal information  | Does Company<br>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 – to affiliates and non-affiliates to process your transactions, administer insurance coverage, products or services, maintain your account and report to credit bureaus | Yes                    | No  |
| For our marketing purposes or for joint marketing with other financial companies  | No                     | We don't share  |
| For our affiliates' everyday business purposes –  |                        |   |
| transaction and experience information  | Yes                    | No  |
| For our affiliates' everyday business purposes – creditworthiness   | No                     | No  |
| For our affiliates to market to you   | Yes                    | No  |
| For non-affiliates to market to you   | No                     | We don't share  |

| Collecting and safeguarding |  |
|-----------------------------|--|
| How often does the          | We must notify you about our sharing practices when you receive your policy, open an   |
| Company notify me about     | account or purchase a service, and each year while you are a customer, or when   |
| their practices?            | significant or legal changes require a revision.   |
|                             |  |
| Why and how does the        | We collect nonpublic personal information when you apply for insurance or file an  |
| Company collect my          | insurance claim to help us provide you with our insurance products and services, and   |
| nonpublic personal          | determine your insurability or other eligibility. We may also ask you and others for   |
| information?                | 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     | We may provide to an affiliated or non-affiliated party the same nonpublic personal  |
| information does the        | information listed above in the section entitled, "What information do we collect?".   |
| Company disclose?           | The final and the second of th |
| Jonipany alcologe:          |  |

| 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, 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 written request reasonably describing the information you seek, and send your written request to: 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 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, 1299 Zurich Way, Schaumburg, IL 60196) or via email at privacy.office@zurichna.com.

**FOR RESIDENTS OF MASSACHUSETTS ONLY:** 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:   |
| parpease                   | <ul> <li>Processing transactions, mailing and auditing services</li> <li>Administering insurance coverage, product, services or claims</li> <li>Providing information to credit bureaus</li> <li>Protecting against fraud</li> <li>Responding to court/governmental orders or subpoenas and legal investigations</li> <li>Responding to insurance regulatory authorities</li> </ul> |
| 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<br>Notice; contact us | We may change the policies, standards and procedures described in this Notice at any time to comply with applicable laws and/or to conform to our current business practices. We will notify you of material changes. |
|---|---|
|   | If you have any questions about your contract with us, you should contact your agent.   |
|   | If you have questions specific to our Privacy Notice, contact our Privacy Office via mail (Zurich – Privacy Office, 1299 Zurich Way, Schaumburg, IL 60196) or via email at privacy.office@zurichna.com.               |

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

American Guarantee and Liability Insurance Company, American Zurich Insurance Company, Colonial American Casualty and Surety Company, Empire Fire & Marine Insurance Company, Empire Indemnity Insurance Company, The Fidelity and Deposit Company of Maryland, Steadfast Insurance Company, Universal Underwriters Insurance Company, Universal Underwriters of Texas Insurance Company, Zurich American Insurance Company of Illinois, The Zurich Services Corporation (hereinafter individually and collectively referred to as "Company").



# **Texas Important Notice**

#### IMPORTANT NOTICE

To obtain information or make a complaint:

You may call Zurich North America's toll-free telephone number for information or to make a complaint at:

1-800-382-2150

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights, or complaints at:

1-800-252-3439

You may write the Texas Department of

Insurance:

P.O. Box 149104

Austin, TX 78714-9104

Fax: (512) 490-1007

Web: www.tdi.texas.gov

E-mail: ConsumerProtection@tdi.texas.gov

#### PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim, you should contact the company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

#### ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document.

#### **AVISO IMPORTANTE**

Para obtener información o para presentar una queja:

Usted puede llamar al número de teléfono gratuito de Zurich North America's para obtener información o para presentar una queja al:

#### 1-800-382-2150

Usted puede comunicarse con el Departamento de Seguros de Texas para obtener información sobre compañías, coberturas, derechos, o quejas al:

1-800-252-3439

Usted puede escribir al Departamento

de Seguros de Texas a:

P.O. Box 149104

Austin, TX 78714-9104

Fax: (512) 490-1007

Sitio web: www.tdi.texas.gov

E-mail: ConsumerProtection@tdi.texas.gov

# DISPUTAS POR PRIMAS DE SEGUROS O RECLAMACIONES:

Si tiene una disputa relacionada con su prima de seguro o con una reclamación, usted debe comunicarse con la compañía primero. Si la disputa no es resuelta, usted puede comunicarse con el Departamento de Seguros de Texas.

ADJUNTE ESTE AVISO A SU PÓLIZA: Este aviso es solamente para propósitos informativos y no se convierte en parte o en condición del documento adjunto.