



# **Voluntary Accidental Death & Dismemberment Plan**

---

**For Employees of  
Rensselaer Polytechnic Institute**

*Zurich North America*

## TABLE OF CONTENTS

<b>A. Plan Provisions</b>	<b>Page</b>
Eligibility.....	3
Description of Coverage.....	3
Benefits – Accidental Death & Dismemberment .....	3
Seat Belt Benefit.....	4
Day Care Benefit.....	4
Special Education Benefit .....	5
Spouse Retraining Benefit .....	5
Automatic Benefit Escalation .....	5
Monthly Coma Benefit.....	5
Travel Assistance Coverage.....	5
Common Disaster Benefit .....	6
Exclusions .....	6
Amounts of Insurance.....	6
Cost and Method of Payment.....	7 - 11
Continuation of Insurance at Age 70.....	11
Enrollment Procedures .....	11
Beneficiary Designation .....	11
Termination of Insurance .....	11
Conversion Privilege .....	12
<b>B. Certificate of Insurance.....</b>	<b>13 - 22</b>

*Statistics published by the National Safety Council show that accidental bodily injuries are the fourth greatest cause of death in the United States and the number one killer of Americans under age 38\*. These figures vividly point out the necessity for sound accident insurance protection. With this in mind, a personal accident insurance is available under a group insurance program with the Zurich American Insurance Company.*

- *This program is designed to give you additional flexibility in designing the employee benefit package you need.*
- *The rate for this coverage is substantially lower than the cost of like insurance purchased individually. The benefits provided are accidental death, dismemberment, loss of speech and/or hearing and loss of use of a limb or limbs.*
- *The plan provides contributing employees with protection 24 hours a day – worldwide – on and off the job.*
- *Benefits are payable in addition to any other insurance you may have.*
- *You may also insure your spouse and children. For your convenience, the cost will be deducted from your salary.*

*While participation is optional, we ask that you give it careful consideration as a part of your overall benefit package.*

*This booklet describes the main features of the plan.*

## ELIGIBILITY

All regular or fixed term employees who work at least twenty hours per week.

Under the Family Plan, you may insure your family members as follows:

Your Spouse, if under age 70, and your Dependent Child(ren) if they are unmarried and between the ages of 14 days and 19 years of age. (Stepchildren, foster children and legally adopted children will be covered if they qualify above.) Children between 19 and 25 years of age are also eligible provided they are full-time students in an accredited school, college or university and dependent on you for support and maintenance.

*NOTE: If a husband and wife are both employed by the Policyholder, only one may purchase the Family Plan. The remaining spouse may purchase an Employee Only Plan. However, the combined Principal Sum on any one employee may not exceed \$350,000.*

## DESCRIPTION OF COVERAGE

The plan offers worldwide protection, twenty-four (24) hours a day, three hundred sixty five (365) days a year, against any type of covered accident in the course of business or pleasure, including accidents on or off the job, in or away from the home, commuting, traveling by train, airplane (subject to certain limitations), automobile, or other public and private conveyances.

The benefits provided are payable in addition to any other insurance which may be in effect at the time of the accident.

## BENEFITS - ACCIDENTAL DEATH AND DISMEMBERMENT OR LOSS OF USE BENEFIT

If you have an accident that results, within one year, in any of the following Losses, the Insurance Company will pay the sum indicated below. If the accident results in more than one of these losses, only the loss with the largest sum will be payable.

<b>For Loss of</b>	<b>Benefit</b>
Life.....	Principal Sum
Both hands or both feet.....	Principal Sum
Sight of both eyes .....	Principal Sum
One hand and One Foot.....	Principal Sum
One Hand or One Foot and Sight of One Eye.....	Principal Sum
Speech and Hearing.....	Principal Sum
Use of Four Limbs.....	Principal Sum
Use of Three Limbs.....	3/4 of Principal Sum
Use of Two Limbs .....	2/3 of Principal Sum
Use of One Limb .....	1/2 of Principal Sum
One Hand or Foot .....	1/2 of Principal Sum
Sight of One Eye.....	1/2 of Principal Sum
Speech or Hearing.....	1/2 of Principal Sum
Thumb and Index Finger of Same Hand.....	1/4 of Principal Sum

“Loss” shall mean with regard to hands and feet, actual severance through or above wrist or ankle joint; with regard to eyes, entire and irrecoverable loss of sight; with regard to speech or hearing, entire and irrecoverable; with regard to thumb and index finger, actual severance through or above metacarpophalangeal joints. “Loss of Use” shall mean total paralysis of a limb or limbs which is determined by competent medical authority to be permanent, complete and irreversible.

## **SEAT BELT BENEFIT**

If you or your dependents (if insured) suffer loss of life as a result of a motor vehicle accident while either operating or riding as a passenger in any private passenger motor vehicle designed for use primarily on public roads and, at the time, was wearing a seat belt or lap and shoulder restraint, the beneficiary shall be entitled to receive an additional 10% of such insured person's Principal Sum, from a minimum of \$1,000 to a maximum of \$10,000. Verification of the actual use of the seat belt or lap and shoulder restraint at the time of loss is required as follows: (A) in the official report of the accident through certification by the investigating officers, or (B) by other reasonable proof determined by the Insurance Company. No benefit shall be payable if the operator of the vehicle was under the influence of alcohol or drugs.

## **DAY CARE BENEFIT**

If a Covered Person suffers a loss of life in a covered accident, the Company will pay in addition to all other benefits payable, a "day care benefit" equal to 5% of the Covered Person's Principal Sum amount but not to exceed the actual cost of child care up to \$5,000 a year on behalf of any dependent child who, on the date of accident, was enrolled in an accredited child care facility, or is enrolled within 90 days from the date of loss.

The "day care benefit" is payable annually for a maximum of four consecutive annual payments provided the dependent child remains enrolled in an accredited licensed child care facility, or to the child's 13<sup>th</sup> birthday, whichever occurs first. The "day care benefit" will be payable to the surviving spouse. If there is no surviving spouse then the benefit will be payable to the child's legally appointed guardian.

An accredited child care facility means a facility which operates pursuant to state and local laws, is licensed by the state for such child care purposes and has been provided with a Provider Tax Identification Number by the Internal Revenue Service. It does not include a hospital; the child's home; a nursing, a convalescent home; a facility for the treatment of mental disorders; an orphanage; or a treatment center for drug and alcohol abuse.

## **SPECIAL EDUCATION BENEFIT**

If you elect Family Plan Coverage and suffer loss of life in a covered accident, the Insurance Company will pay, in addition to all other benefits payable, a “special education benefit” equal to 5% of your Principal Sum amount (subject to a maximum payment amount of \$5,000) on behalf of any dependent child who, on the date of accident, was enrolled as a full-time student in any institution of higher learning beyond the 12<sup>th</sup> grade level, or, was at the 12<sup>th</sup> grade level and subsequently enrolls as a full-time student in an institution of higher learning within 365 days following the date of accident.

The “special education benefit” is payable annually for a maximum of four consecutive annual payments but only if the dependent child continues his or her education as a full-time student in an institution of higher learning.

If, at the time of accident, Family Plan coverage is in force but there are no dependent children who qualify, the Insurance Company will pay an additional benefit of \$1,000 to your designated beneficiary.

## **SPOUSE RETRAINING BENEFIT**

If you elect Family Plan coverage and suffer loss of life in a covered accident, the Insurance Company will pay to, or on behalf of your surviving spouse the actual cost incurred within 30 months from the date of death, for any professional or trades training program in which such spouse has enrolled for the purpose of obtaining an independent source of support and maintenance, but not to exceed a maximum total payment of \$10,000.

## **AUTOMATIC BENEFIT ESCALATION**

The amount of Principal Sum selected by an Insured will be automatically increased by five (5) percent on the day before the annual anniversary of the Insured’s enrollment into the Plan. A maximum of five (5) such increases are accumulated for continuous participation.

This additional indemnity is added to the Insured’s current amount of in force insurance in determining any benefit payments. Family Plan benefits are developed as a percentage of an Insured’s total Principal Sum.

In the event of a change in the amount of an Insured’s Principal Sum during the first five (5) years or thereafter, the amount of this additional indemnity will be based on five (5) percent of the Principal Sum selected that was actually in effect on the day before the latest five (5) anniversaries of an Insured’s participation.

## **MONTHLY COMA BENEFIT**

If a Covered Person suffers an injury in a covered accident that, within 365 days after the accident, results in the Covered Person being in a coma for at least 31 consecutive days, we will begin payment of a monthly coma benefit. The monthly coma benefit will be payable for each month of continuous coma up to a maximum of 100 months. No monthly coma benefit will be payable after the comatose condition has ceased, whether by death, recovery, or any change of condition.

The monthly coma benefit will be equal to 1% of the Covered Person’s Principal Sum or 1% of the difference between the Principal Sum and the amount of any benefits paid for loss arising out of the same accident, whichever is less.

Coma shall be determined by competent medical authority.

The most we will pay for all benefits arising out of the same accident is the Principal Sum.

## **TRAVEL ASSISTANCE COVERAGE**

Zurich Travel Assist<sup>SM</sup> is a medically based travel assistance program that focuses on providing the best medical outcomes to sick or injured travelers. It can respond instantly to medical and legal emergencies throughout the world. With a sophisticated 24-hour call center and global communications network, Zurich Travel Assist’s<sup>SM</sup> multilingual staff of physicians, nurses, travel assistance specialists and assistance coordinators have the resources to get you the medical, legal, informational or personal help you need – anytime of the day, everyday of the year.

## **COMMON DISASTER BENEFIT**

If the Covered Employee has chosen the Family Plan option and, as the result of one covered accident, the Covered Employee and Covered Spouse both die within ninety days of the accident, the Covered Spouse's loss of life benefit will be increased to equal that payable for loss of the Covered Employee, subject to a maximum combined benefit of \$500,000.

## **EXCLUSIONS**

This insurance does not cover any loss resulting from intentionally self-inflicted injuries, suicide or any attempt thereat, sickness or disease, full-time active service in the armed services of any country, declared or undeclared war, travel or flight in an aircraft except to the extent stated on page 17, or participation in the commission or attempted commission of a felony or assault.

## **AMOUNTS OF INSURANCE**

### **Employee Only**

You may select any amount (Principal Sum) in multiples of \$10,000 from a minimum of \$10,000 to a maximum of \$350,000. However, the amount you select, may not exceed ten (10) times your base annual earnings rounded to the nearest \$1,000 increment.

### **Family Coverage**

You may choose either 100% or 50% of your selected Benefit Amount as your spouse's Benefit, and 10% of your selected Benefit Amount for each of your eligible children. However, the amount you select, may not exceed ten (10) times your base annual earnings, per Covered Person, rounded to the nearest \$1,000 increment.

"Base annual earnings" means basic annual earnings excluding bonuses, overtime pay, and extra compensation.

## DESIGNING THE PLAN TO MEET YOUR NEEDS

### For Employees Paid on a Semi-Monthly Basis:

Select your Benefit Amount from the “Benefit Selection and Cost Table” below. You will be insured regardless of health history.

For Family Plan coverage, you may choose either 100% or 50% of your selected Benefit Amount as your spouse’s Benefit, and 10% of your selected Benefit Amount for each of your eligible children.

### BENEFIT SELECTION AND SEMI-MONTHLY COST TABLE

Employee Only Selected		PLUS Spouse Coverage				PLUS All Children	
Benefit Amount	Cost	100% Benefit		50% Benefit		At 10% Each	
		Benefit Amount	Cost	Benefit Amount	Cost	Benefit Amount	Cost
\$ 10,000	\$ 0.10	\$ 10,000	\$ 0.10	\$ 5,000	\$ 0.05	\$ 1,000	\$ 0.015
\$ 20,000	\$ 0.20	\$ 20,000	\$ 0.20	\$ 10,000	\$ 0.10	\$ 2,000	\$ 0.030
\$ 40,000	\$ 0.40	\$ 40,000	\$ 0.40	\$ 20,000	\$ 0.20	\$ 4,000	\$ 0.060
\$ 60,000	\$ 0.60	\$ 60,000	\$ 0.60	\$ 30,000	\$ 0.30	\$ 6,000	\$ 0.090
\$ 80,000	\$ 0.80	\$ 80,000	\$ 0.80	\$ 40,000	\$ 0.40	\$ 8,000	\$ 0.120
\$ 100,000	\$ 1.00	\$ 100,000	\$ 1.00	\$ 50,000	\$ 0.50	\$ 10,000	\$ 0.150
\$ 120,000	\$ 1.20	\$ 120,000	\$ 1.20	\$ 60,000	\$ 0.60	\$ 12,000	\$ 0.180
\$ 140,000	\$ 1.40	\$ 140,000	\$ 1.40	\$ 70,000	\$ 0.70	\$ 14,000	\$ 0.210
\$ 150,000	\$ 1.50	\$ 150,000	\$ 1.50	\$ 75,000	\$ 0.75	\$ 15,000	\$ 0.225
\$ 200,000	\$ 2.00	\$ 200,000	\$ 2.00	\$ 100,000	\$ 1.00	\$ 20,000	\$ 0.300
\$ 250,000	\$ 2.50	\$ 250,000	\$ 2.50	\$ 125,000	\$ 1.25	\$ 25,000	\$ 0.375
\$ 350,000	\$ 3.50	\$ 350,000	\$ 3.50	\$ 175,000	\$ 1.75		

The amount selected may not exceed ten (10) times your base annual earnings per Covered Person.

\*If you are age 70 or older at the time you sustain injuries in a covered accident, your benefit reduces to 65% of Selected Plan Benefit Amount; at age 75, to 45%; at age 80, to 30%; and at age 85, to 15%. Coverage for your spouse ceases at his or her attainment of age 70.

<p><b>Example #1</b></p> <p>Employee Benefit Amount 100,000</p> <p>Spouse (100% benefit) Under age 70 100,000</p> <p>Children (10% benefit) ea. 10,000</p> <p><b>Total Semi-Monthly Cost</b></p>		<p>\$ 1.00</p> <p>\$ 1.00</p> <p><u>\$ 0.150</u></p> <p><b>\$ 2.15</b></p>	<p><b><u>To Calculate the Cost of Your Plan</u></b></p> <p>Following the examples for family coverage, choose the amount that fits your needs and the benefits you require for your spouse and/or children –</p> <p style="text-align: right;"><b><u>Cost</u></b></p> <p>Your Selected Benefit Amount: _____</p> <p>Spouse's Benefit – Under Age 70 100% or 50% _____</p> <p>Children's Coverage 10% _____</p> <p><b>Total Monthly Cost</b> _____</p>
<p><b>Example #2</b></p> <p>Employee Benefit Amount 100,000</p> <p>Spouse (50% benefit) Under age 70 50,000</p> <p>Children (10% benefit) ea. 10,000</p> <p><b>Total Semi-Monthly Cost</b></p>		<p>\$ 1.00</p> <p>\$ 0.50</p> <p><u>\$ 0.150</u></p> <p><b>\$ 1.65</b></p>	
<p><b>Example #1</b></p> <p>Employee Benefit Amount 100,000</p> <p>Children (10% benefit) ea. 10,000</p> <p><b>Total Semi-Monthly Cost</b></p>		<p>\$ 1.00</p> <p><u>\$ 0.150</u></p> <p><b>\$ 1.15</b></p>	

## DESIGNING THE PLAN TO MEET YOUR NEEDS

### For Employees Paid on a Bi-Weekly Basis:

Select your Benefit Amount from the “Benefit Selection and Cost Table” below. You will be insured regardless of health history.

For Family Plan coverage, you may choose either 100% or 50% of your selected Benefit Amount as your spouse’s Benefit, and 10% of your selected Benefit Amount for each of your eligible children.

### BENEFIT SELECTION AND BI-WEEKLY COST TABLE

Employee Only Selected		PLUS Spouse Coverage				PLUS All Children	
Benefit Amount	Cost	100% Benefit		50% Benefit		At 10% Each	
		Benefit Amount	Cost	Benefit Amount	Cost	Benefit Amount	Cost
\$ 10,000	\$ 0.09	\$ 10,000	\$ 0.09	\$ 5,000	\$ 0.05	\$ 1,000	\$ 0.014
\$ 20,000	\$ 0.18	\$ 20,000	\$ 0.18	\$ 10,000	\$ 0.09	\$ 2,000	\$ 0.028
\$ 40,000	\$ 0.37	\$ 40,000	\$ 0.37	\$ 20,000	\$ 0.18	\$ 4,000	\$ 0.056
\$ 60,000	\$ 0.55	\$ 60,000	\$ 0.55	\$ 30,000	\$ 0.28	\$ 6,000	\$ 0.083
\$ 80,000	\$ 0.74	\$ 80,000	\$ 0.74	\$ 40,000	\$ 0.37	\$ 8,000	\$ 0.111
\$ 100,000	\$ 0.92	\$ 100,000	\$ 0.92	\$ 50,000	\$ 0.46	\$ 10,000	\$ 0.139
\$ 120,000	\$ 1.11	\$ 120,000	\$ 1.11	\$ 60,000	\$ 0.55	\$ 12,000	\$ 0.167
\$ 140,000	\$ 1.29	\$ 140,000	\$ 1.29	\$ 70,000	\$ 0.65	\$ 14,000	\$ 0.195
\$ 150,000	\$ 1.38	\$ 150,000	\$ 1.38	\$ 75,000	\$ 0.69	\$ 15,000	\$ 0.209
\$ 200,000	\$ 1.85	\$ 200,000	\$ 1.85	\$ 100,000	\$ 0.92	\$ 20,000	\$ 0.278
\$ 250,000	\$ 2.31	\$ 250,000	\$ 2.31	\$ 125,000	\$ 1.15	\$ 25,000	\$ 0.348
\$ 350,000	\$ 3.23	\$ 350,000	\$ 3.23	\$ 175,000	\$ 1.62		

The amount selected may not exceed ten (10) times your base annual earnings per Covered Person.

\*If you are age 70 or older at the time you sustain injuries in a covered accident, your benefit reduces to 70% of Selected Plan Benefit Amount; at age 75, to 45%; at age 80, to 30%; and at age 85, to 15%. Coverage for your spouse ceases at his or her attainment of age 70.

<p><b>Example #1</b></p> <p>Employee Benefit Amount 100,000</p> <p>Spouse (100% benefit) Under age 70 100,000</p> <p>Children (10% benefit) ea. 10,000</p> <p><b>Total Bi-Weekly Cost</b></p>		<p>\$ 0.92</p> <p>\$ 0.92</p> <p><u>\$ 0.139</u></p> <p><b>\$ 1.98</b></p>	<p><b><u>To Calculate the Cost of Your Plan</u></b></p> <p>Following the examples for family coverage, choose the amount that fits your needs and the benefits you require for your spouse and/or children –</p> <p style="text-align: right;"><b><u>Cost</u></b></p> <p>Your Selected Benefit Amount: _____</p> <p>Spouse's Benefit – Under Age 70 _____ 100% or 50%</p> <p>Children's Coverage _____ 10%</p> <p><b>Total Monthly Cost</b> _____</p>
<p><b>Example #2</b></p> <p>Employee Benefit Amount 100,000</p> <p>Spouse (50% benefit) Under age 70 50,000</p> <p>Children (10% benefit) ea. 10,000</p> <p><b>Total Bi-Weekly Cost</b></p>		<p>\$ 0.92</p> <p>\$ 0.46</p> <p><u>\$ 0.139</u></p> <p><b>\$ 1.52</b></p>	
<p><b>Example #1</b></p> <p>Employee Benefit Amount 100,000</p> <p>Children (10% benefit) ea. 10,000</p> <p><b>Total Bi-Weekly Cost</b></p>		<p>\$ 0.92</p> <p><u>\$ 0.139</u></p> <p><b>\$ 1.06</b></p>	

## **METHOD OF PAYMENT**

Payments will be deducted from your pay automatically on a semi-monthly or bi-weekly basis. The total amount deducted will, of course, depend on the plan selected.

## **CONTINUATION OF COVERAGE AT AGE 70**

Your amount of Principal Sum shall be based on the following schedule:

<b>Your Attained Age</b>	<b>Percentage of Principal Sum</b>
69 or under	100%
70 through 74	65%
75 through 79	45%
80 through 84	30%
85 or over	15%

Upon attainment of age 70, your cost shall continue on the basis of your Voluntary Principal Sum selected and the schedule of Semi-Monthly or Bi-Weekly Costs shown on the preceding pages.

## **ENROLLMENT PROCEDURE AND EFFECTIVE DATE**

To enroll in this program, simply complete the enrollment form and return the form to Rensselaer's Human Resources and Institute Diversity.

Your insurance will be effective on the effective date of the policy if your enrollment was received prior to that date or otherwise coverage is effective on the first day of the month following the month in which your enrollment form was received by Rensselaer's Human Resources and Institute Diversity.

## **BENEFICIARY DESIGNATION**

Your Loss of Life benefit will be payable to the beneficiary or beneficiaries you designate on the enrollment form. If you choose the Family Plan, you will be the beneficiary of your spouse and children unless otherwise designated.

## **TERMINATION OF INSURANCE**

Your coverage terminates on the date you cease to be an active, full-time employee. Dependent coverage under the Family Plan terminates when your coverage terminates or when your eligible dependents no longer qualify.

## CONVERSION PRIVILEGE

If you leave your employment or if, for any reason, this group coverage is terminated before you reach age 70, you may convert your insurance to coverage under an individual policy at the premium then in effect for your age and occupation, provided you make application for the conversion policy and pay the first premium within 31 days after termination of your group coverage. Medical certification is not required to obtain a conversion policy. Coverage cannot exceed the amount purchased under your group plan or \$100,000, whichever is less.

## CERTIFICATE OF INSURANCE

The following pages constitute your Certificate of Insurance if you enroll in the Plan.

*This booklet-certificate provides You with an easy-to-understand summary of the Voluntary Accident Insurance Plan as well as Your actual Certificate of Insurance.*

*If any conflict should arise between the content of this booklet-certificate and the Master Policy or if any point is not covered herein, the terms of the Master Policy will govern in all cases.*

# Certificate of Insurance



ZURICH AMERICAN INSURANCE COMPANY  
Schaumburg, Illinois

## Table of Contents

	<b>Page</b>
<b>Declarations</b>	2
<b>Schedule of Benefits</b>	2
<b>Coverage</b>	2
<b>Aggregate Limit of Liability</b>	2
<b>Territorial Limits</b>	2
<b>Effective Date and Hour of Coverage</b>	2
<b>Definitions</b>	2
<b>Summary of Insurance Provided</b>	3
Coverage Provided	3
Coverage Excluded	4
<b>How to File a Claim</b>	4
Notice of Claim	4
Claim Forms	4
Proof of Loss	4
<b>Payment of Claim</b>	4
Time of Payment	4
Who We Will Pay	4
Physical Examination and Autopsy	4
Choice of Service Provider	5
<b>General Policy Provisions</b>	5
Assignment of Interest	5
Beneficiaries	5
Termination of Individual Insurance	5
Suit Against Us	5
<b>Description of Hazards</b>	<b>Attached</b>

U-AG-101-A (CW) (5/95)  
Page 1 of 6

# Certificate of Insurance



ZURICH AMERICAN INSURANCE COMPANY  
Schaumburg, Illinois

Blanket Accident Policy Number: GTU 2621085

Policyholder: Rensselaer Polytechnic Institute

The Company designated above (a stock insurance company, hereinafter as the Insurer called the Company) has issued the Blanket Accident Policy indicated, insuring persons of the Policyholder shown above.

The insurance evidenced by this Certificate provides **ACCIDENT** insurance only. It does **NOT** provide basic hospital, basic medical or major medical insurance as defined by the New York Insurance Department.

**IMPORTANT NOTICE – THIS POLICY DOES NOT PROVIDE COVERAGE FOR SICKNESS**

This coverage is subject to the terms of the Blanket Accident Policy issued to the Policyholder.

Certificateholder:

All regular or fixed term employees who work at least twenty hours per week.

Note: Under the Family Plan, you may insure your family members as follows:

Your Spouse, if under age 70, and Your Dependent Child(ren), if they are unmarried and between the ages of 14 days and 19 years of age (stepchildren, foster children and legally adopted children will be covered if they qualify above). Children between 19 and 25 years of age are also eligible provided they are full-time students in an accredited school, college or university and dependent on You for support and maintenance.

If a husband and wife are both employed by the Policyholder, one, but not both, may purchase a Family Plan (Plan II). The remaining spouse may purchase an Employee Only Plan. However, the combined Principal Sum on any one employee may not exceed the maximum of \$350,000.

U-AG-225-A (NY) (10/95)

## SCHEDULE

The Schedule lists the Coverages(s), Benefits(s), Aggregate Limit of Liability and Territorial Limits, for which insurance is provided. No Benefits are provided for Coverages(s) not listed in the Schedule.

COVERAGES	BENEFITS	FORMS ATTACHED AT ISSUE DATE
A. LOSS OF LIFE	<p><b>Principal Sum:</b></p> <p><b>Employee Only:</b></p> <p>You may select any amount of Principal Sum in multiples of \$10,000 from a minimum of \$10,000 to a maximum of \$350,000. However, the amount You select may not exceed ten (10) times Your base annual earnings* rounded to the nearest \$1,000 increment.</p> <p><b>Family Coverage:</b></p> <p>You may choose either 100% or 50% of Your Principal Sum as Your spouse's benefit, and 10% of Your Principal Sum for each of Your eligible children. However, the amount You select may not exceed ten (10) times Your base annual earnings*, per covered person, rounded to the nearest \$1,000 increment.</p> <p>* "Base annual earnings" means basic annual earnings excluding bonuses, overtime pay and extra compensation.</p> <p><b>Principal Sum:</b></p> <p>Same as above</p>	<p>U-AG-225-A (NY) (10/95) Eligibility and Classification of Covered Persons</p> <p>U-AG-125-A (CW) (5/95) 24 Hour Protection – Business and Pleasure H-19</p> <p>U-AG-173-A (CW) (5/95) Loss of Use Benefit</p> <p>U-AG-142-A (CW) (5/95) Seat Belt Benefit</p> <p>U-AG-191-A (CW) (5/95) Day Care Benefit</p> <p>U-AG-177-A (CW) (5/95) Special Education Benefit</p> <p>U-AG-176-A (CW) (5/95) Spouse Retraining Benefit</p> <p>U-AG-178-A (CW) (5/95) Monthly Coma Benefit</p> <p>U-AG-180-A (CW) (5/95) Conversion Privilege</p> <p>U-AG-224-A (NY) (10/95) Automatic Benefit Escalation</p> <p>U-AG-145-A (CW) (7/95) Common Disaster Benefit</p> <p>U-AG-188-A (CW) (5/95) Continuation of Coverage at Age 70</p> <p>U-AG-224-A (NY) (10/95) Travel Assistance Coverage</p>
B. LOSS OF LIMB, SIGHT, HEARING OR SPEECH	None	
C. WEEKLY INCOME	None	
D. MEDICAL EXPENSE	None	
AGGREGATE LIMIT OF LIABILITY:		Not Applicable
TERRITORIAL LIMITS:		Worldwide

## DEFINITIONS

Certain words are defined in this insurance as follows:

1. **We, Us** and **Our** refer to the **Zurich American Insurance Company**.
2. **Policyholder** means the employer named in the Declarations.
3. **Covered Person** means an Eligible Employee of the Policyholder.
4. **Eligible Employee** means a person defined in the "Eligibility and Classifications of Covered Persons," and who is under 70 years of age.
5. **Loss** means:
  - a. For a foot or hand, actual severance through or above an ankle or wrist joint.
  - b. Actual severance through or above the metacarpophalangeal joint of a thumb or index finger.
  - c. Total and permanent loss of sight.
  - d. Total and permanent loss of speech.
  - e. Total and permanent loss of hearing.
6. **Injury** means an accidental bodily injury, which is a direct result, independent of all other causes, of a hazard set forth in the "Description of Hazards."
7. **Medical Expense** means the usual and customary expense for medical, surgical, x-ray, ambulance, hospital and professional nursing services.
8. **Total Disability** means total and continuous disability that prevents a Covered Person from performing all duties required by his or her job.
9. **Terms** means provisions, limitations, exclusions and definitions.

## SUMMARY OF INSURANCE PROVIDED

1. **Covered Person.**
  - a. **Coverage Provided.**
  - A. **Loss of Life.** If injury to a Covered Person results in Loss of Life, We will pay the Principal Sum shown in the Schedule. Death must occur within 365 days of the accident.
  - B. **Loss of Limb, Speech, Sight or Hearing.** If injury to a Covered Person results in any of the following losses, We will pay the benefit shown. Loss must occur within 365 days of the accident. The amounts are based on the Principal Sum shown in the Schedule.

<b>Loss of:</b>	<b>Benefit</b>
(a) Both hands or both feet	Principal Sum
(b) One hand and one foot	Principal Sum
(c) One hand or one foot plus the sight of one eye	Principal Sum
(d) Sight of both eyes	Principal Sum
(e) Speech and Hearing	Principal Sum
(f) Speech or Hearing	1/2 Principal Sum
(g) One hand, one foot, or sight of one eye	1/2 Principal Sum
(h) Thumb and index finger of the same hand	1/4 Principal Sum

**Loss of Use:**

Loss of Use of Four Limbs	Principal Sum
Loss of Use of Three Limbs	3/4 Principal Sum
Loss of Use of Two Limbs	2/3 Principal Sum
Loss of Use of One Limb	1/2 Principal Sum

**Loss of Use** shall mean total paralysis of a limb or limbs, which is determined by a competent medical authority to be permanent, complete and irreversible.

If more than one loss arises out of the same accident, We will pay only one benefit. This will be the largest one. The most We will pay in any event is the Principal Sum.

U-AG-173-A (CW) (5/95)

- (3) **Weekly Income.** If a Covered Person sustains total disability as a result of an injury and within 30 days of an accident, We will pay the Weekly Benefit shown in the Schedule. These payments start on the first day after the waiting period, if any. The payments go on for as long as the total disability lasts but not to exceed the number of weeks stated in the Schedule.
- (4) **Medical Expense.** We will pay the Medical Expenses of a Covered Person arising out of an injury and incurred within one year of an accident. The first treatment or service must take place within 30 days of the accident. For any one accident We pay the Medical Expense (in excess of the deductible, if any) up to the benefit shown in the Schedule.
- (5) **Exposure.** If a Covered Person is exposed to weather because of an accident and this results in a loss otherwise covered by this Policy, We will pay such loss subject to all Policy terms.
- (6) **Disappearance.** If the conveyance in which a Covered Person is riding disappears, is wrecked, or sinks, and the person is not found within 365 days of the event, We will presume the person lost his or her life as a result of injury. We will pay the benefit shown for Loss of Life, subject to all Policy terms.
- (7) **Air Travel Benefits.** When benefits are payable for loss arising out of travel or flight in aircraft, the most We will pay for all benefits arising out of any one air travel accident is the Aggregate Limit of Liability stated in the Schedule. If this is not enough to pay full benefits to each Covered Person, We will pay each one a reduced benefit based on the proportion that the Aggregate Limit bears to the total benefits that would otherwise be paid.

U-AG-101-A (CW) (5/95)

(8) **24 Hour Protection – Business and Pleasure H-19**

The Hazards insured against by this Policy are:

Injury sustained by a Covered Person anywhere in the world. This includes injury sustained while the Covered Person is a passenger, riding in or on, boarding, or getting off:

- A. any civilian aircraft with a current and valid standard category airworthiness certificate (if it is not owned, leased or operated by the Policyholder). The aircraft must be operated by a pilot with a current and valid:
  - a. medical certificate; and
  - b. pilot certificate with proper rating to pilot such aircraft;
- B. any transport type aircraft operated by the Military Airlift Command (MAC) of the United States. This includes similar air transport service run by any government agency.

**Additional Exclusions**

Insurance is not provided:

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

U-AG-125-A (CW) (5/95)

For any loss caused by, contributed to, or resulting from, injury sustained while in or on, boarding, or getting off:

1. any aircraft being used for or in connection with aerial photography;
2. any aircraft being used for tests or experimental purposes;
3. any aircraft that requires a special permit or waiver from the agency that has jurisdiction over civil aviation, even if granted;
4. any aircraft used or under lease and operated by the Policyholder or a Covered Person. This includes operation by their employees or members of their household.

U-AG-125-A (CW) (5/95)

**(9) Seat Belt Benefit**

If any Covered Person, while either operating or riding as a passenger in any private passenger motor vehicle designed for use primarily on public roads, suffers Loss of Life as a result of a motor vehicle accident and, at the time, was wearing a seat belt or lap and shoulder restraint, the beneficiary of a Covered Person shall be entitled to receive an additional ten percent (10%) of the Principal Sum, up to a maximum of \$10,000 (hereinafter referred to as Seat Belt Benefit). Verification of the actual use of such seat belt or lap and shoulder restraint at the time of loss is required as follows: (1) in the official report of the accident through certification by the investigating officers, or (2) by other reasonable proof determined by the Company.

Notwithstanding the above provision, a Seat Belt Benefit shall not be payable for any Loss of Life caused by, contributed to, or resulting from a motor vehicle accident in which the operator of the vehicle is intoxicated or under the influence of drugs or narcotics, unless prescribed by a physician for a medical condition other than drug addiction. The determination as to whether the operator of a vehicle is intoxicated shall be made in accordance with the law of the state in which the motor vehicle accident occurs.

U-AG-142-A (CW) (5/95)

**(10) Day Care Benefit**

In the event a Covered Employee elects Family Plan coverage and either the Covered Employee or his/her spouse suffers Loss of Life in a covered accident, We will pay, in addition to all other benefits payable, a "Day Care Benefit" equal to 5% of the Covered Employee's or Covered Spouse's Principal Sum amount but not to exceed the actual cost of child care up to \$5,000 a year on behalf of any dependent child who, on the date of accident, was enrolled in an accredited child care facility, or is enrolled within 90 days from the date of loss.

If both the Covered Employee and Covered Spouse suffer Loss of Life, the "Day Care Benefit" shall be based on the Covered Employee's Principal Sum amount.

The "Day Care Benefit" is payable annually for a maximum of four consecutive annual payments but only if the dependent child is under age 13 and remains enrolled in an accredited licensed child care facility.

The "Day Care Benefit" will be payable to the surviving spouse. If there is no surviving spouse then the benefit will be payable to the child's legally appointed guardian.

An **accredited child care facility** means a facility which operates pursuant to state and local laws, is licensed by the state for such child care purposes, and has been provided with a Provider Tax Identification Number by the Internal Revenue Service. It does not include a hospital; the child's home; a nursing home; a convalescent home; a facility for the treatment of mental disorders; an orphanage; or a treatment center for drug and alcohol abuse.

U-AG-191-A (CW) (5/95)

**(11) Special Education Benefit**

If a Covered Person who has elected Family Plan Coverage suffers Loss of Life in a covered accident, We will pay, in addition to all other benefits payable under the Policy, a "Special Education Benefit." In order for this benefit to be paid, certain conditions must be met. They are:

1. there must be an eligible dependent child to receive this benefit;

U-AG-177-A (CW) (5/95)

2. this eligible dependent must, on the date of the accident, be enrolled as a full time student in an institute of higher learning. The dependent can also be eligible for this benefit, if, on the date of the accident, was at the 12<sup>th</sup> grade level and enrolls in an institute of higher learning within one year from the date of the accident.

The benefit that will be paid by Us is equal to 5% of the Covered Person's Principal Sum, to a maximum of \$5,000. This amount will be paid for each year the child(ren) continues his or her education, not to exceed four consecutive years.

If, at the time of the accident, Family Plan coverage is in force, but there are no dependent children who qualify, We will pay an additional benefit of \$1,000 to the designated beneficiary.

U-AG-177-A (CW) (5/95)

#### **(12) Spouse Retraining Benefit**

If a Covered Employee enrolled in the Family Plan suffers a Loss of Life in a covered accident, the Company will pay to, or on behalf of, the surviving spouse, the actual cost incurred within 30 months from the death of the Covered Person, as payment for any professional or trades training program in which such spouse has enrolled for the purpose of obtaining an independent source of support and maintenance, but not to exceed the maximum total payment of \$10,000.

U-AG-176-A (CW) (5/95)

#### **(13) Monthly Coma Benefit**

If a Covered Person sustains a loss as a result of a covered injury within 365 days from the date of accident; and such loss results in the Covered Person being in a Coma for at least 31 consecutive days, We will pay the Monthly Coma Benefit. The Benefit will be payable for each month of continuous coma but, in no event shall the benefit be paid for more than 100 months. No benefit will be payable after comatose condition has ceased, whether by:

- 1) death;
- 2) recovery;
- 3) or any change of condition.

The Monthly Coma Benefit will be 1% of such Covered Person's Principal Sum or 1% of the difference between the Principal Sum and the amount of any benefit paid for loss arising out of the same accident, whichever is less.

Coma shall be determined by competent medical authority.

In no event shall the total amount paid for all benefits exceed the Principal Sum.

U-AG-178-A (CW) (5/95)

#### **(14) Conversion Privilege**

If the insurance of a Covered Person ceases for reasons other than the following:

- 1) termination of the Group Policy;
- 2) non-payment of premium;

he or she is entitled to an individual Accidental Death & Dismemberment Policy without disability or supplemented benefits. A written application for the policy must be made within 31 days of termination. Proof of good health is not required. The first premium must be paid within that time. The issuance of the policy is subject to the following conditions:

1. The policy will, at Our option, be on one of Our forms. It will be the standard type issued by Us for the age and the amount applied for.
2. The policy shall be for the amount of the Covered Person's benefit under the Group Policy, or \$100,000, whichever is less.
3. The premium due for the policy will be at our usual rate. This rate will be based on the amount of insurance, class of risk, and age at the date of policy issue.
4. Any individual policy issued shall take effect on the termination date of the Covered Person's insurance under this policy.
5. When an individual policy becomes effective, it shall be in exchange for all privileges and benefits under this policy.

U-AG-180-A (CW) (5/95)

**(15) Automatic Benefit Escalation**

The amount of Principal Sum selected by an Insured will be automatically increased by five (5) percent on the day before the annual anniversary of the Insured’s enrollment into the Plan. A maximum of five (5) such increases are accumulated for continuous participation.

This additional indemnity is added to the Insured’s current amount of in-force insurance in determining any benefit payments. Family Plan benefits are developed as a percentage of an Insured’s total Principal Sum.

In the event of a change in the amount of an Insured’s Principal Sum during the first five (5) years or hereafter, the amount of this additional indemnity will be based on five (5) percent of the Principal Sum selected that was actually in effect on the day before the latest five (5) anniversaries of an Insured’s participation.

U-AG-224-A (NY) (10/95)

**(16) Common Disaster Benefit**

If the Covered Employee has chosen the Family Plan option and, as the result of one covered accident, the Covered Employee and Covered Spouse both die within ninety days of the accident, the Covered Spouse’s loss of life benefit will be increased to equal that payable for loss of the Covered Employee, subject to a maximum combined benefit of \$500,000.

U-AG-145-A (CW) (7/95)

**(17) Continuation of Coverage at Age 70**

The age 70 limit appearing in the Termination of Individual Insurance section is deleted. At age 70, the amount of Principal Sum applicable to each Covered Employee shall be based on the following schedule:

<b>Age at Date of Loss</b>	<b>Applicable Principal Sum</b>
70-74	65%
75-79	45%
80-84	30%
85 and over	15%

U-AG-188-A (CW) (5/95)

**(18) Travel Assistance Coverage**

**Definitions**

“**Child**” or “**Child(ren)**” means a dependent unmarried child of the person insured who is either: 1) less than 19 years of age; or 2) more than 19 years of age but less than 25 years of age and enrolled on a full-time basis in a college, university, or trade school, or satisfies neither 1 or 2 above but who prior to age 19 became incapable of self-sustaining employment by reason of mental illness, physical handicap or developmental disability.

“**Covered Person**” means:

- a) if the Policyholder pays the premium for the Policy, the person insured under the Policy and that person’s Spouse and/or Child(ren) if the Spouse and/or Child(ren) are with the person insured while he or she is covered under the Policy. The Spouse and/or Child(ren) will not be covered while making a side trip without the person insured, or
- b) if the person insured pays the premium for coverage under the Policy, the person insured under the Policy and that person’s Spouse and/or Child(ren) if the Spouse and/or Child(ren) are covered under the Policy.

“**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 EXCLUSIONS AND LIMITATIONS set forth below.

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

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

U-AG-224-A (NY) (10/95)

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

“**Spouse**” means legally married to the person insured.

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

For the purpose of Travel Assistance Coverage, if there are any differences in the definition of a term between the Travel Assistance Coverage and the Policy, the definition in the Travel Assistance Coverage shall govern.

### **Medical Evacuation**

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

For the limited purpose of determining Our liability, We have the sole right to determine the standard of care of a hospital or medical facility, clinic or medical provider.

### **Medical Repatriation**

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

### **Non-Medical Repatriation**

In the event that a Covered Person is Injured or Ill on a Covered Trip and has sufficiently recovered to travel in a regularly scheduled economy class air flight without special equipment or personnel with minimal risk to his or her health, We will pay for the increase in cost to change the travel date on the return air flight and/or for an upgrade in the seating to his or her Principal Residence or to the country where he or she is currently assigned (at his or her option). We must be contacted prior to the transport and We must agree to the change in the travel date and/or upgrade for coverage to apply which is also subject to the prior recommendation of the attending physician. The upgrade shall be subject to Our sole discretion.

### **Return of Remains**

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

### **Visit to Hospital**

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

### **Return of Child**

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

### **Return of Companion**

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

### **Right of Recovery**

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

### **Exclusions and Limitations**

We will not provide the coverage if the coverage is excluded under SECTION II – EXCLUSIONS AND LIMITATIONS of the Policy, or if:

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

### **Reservation of Rights**

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

## Scope

The Illness coverage provided under Travel Assistance Coverage applies solely to the Travel Assistance Coverage and in no way supercedes or modifies the other coverages provided under this Policy.

U-AG-224-A (NY) (10/95)

- b. Coverage Excluded.** We do not pay any claim that is caused by, contributed to, or results from:
- a.** suicide or attempted suicide;
  - b.** a purposely self-inflicted injury;
  - c.** any act of war;
  - d.** any type of active, full-time, military service;
  - e.** illness or disease;
  - f.** infection, except pus-forming infections from an accidental wound;
  - g.** pregnancy, including childbirth, but not including complications thereof;
  - h.** travel or flight in any aircraft except to extent stated in the "Description of Hazards."

## HOW TO FILE A CLAIM

- 1. Notice.** The Covered Person or beneficiary, or someone on his or her behalf, must give Us written notice within 90 days of the accident. The notice must name the Covered Person and the Policy number. Send the notice to the Accident and Health Claims Department, The Zurich American Insurance Company, P.O. Box 307010, Jamaica, NY 11430-7010, or any of Our agents. Notice to Our agent is notice to Us.
- 2. Claim Forms.** We will send the claimant Proof of Loss forms within 15 days after We get the notice. If the claimant does not get the Proof of Loss forms in 15 days, he or she can send Us a detailed written report of the claim and extent of the loss. We will accept this report as a Proof of Loss if sent within the time fixed below for filing Proofs of Loss.
- 3. Proof of Loss.** Written Proof of Loss must be sent to Us within 90 days of the loss for all coverages except Weekly Income. For Weekly Income, the Proof of Loss must be sent within 90 days of the last payment.

## PAYMENT OF CLAIM

- 1. Time of Payment.** We will pay claims for most losses as soon as we get the Proof of Loss. Unless an optional periodic payment time is named, any 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 Loss.

U-AG-101-A (CW) (5/95)

**2. Who We Will Pay.**

- a. Life Claims.** Indemnity payable for loss of life shall be payable to the beneficiary designated for this accident insurance by the Insured (or the assignee if applicable) and on file with the Policyholder at the date of the covered loss.

If the Insured has not designated a beneficiary under this insurance the Insured's beneficiary for loss of life shall be payable in one sum to the first surviving class of beneficiaries in the following order of preference:

1. the Insured Person's widow or widower, if surviving the Insured Person, otherwise;
2. the Insured Person's surviving child or children, in equal shares, otherwise;
3. the Insured Person's parents, in equal shares or the surviving parent, otherwise;
4. the Insured Person's surviving brothers and sisters, in equal shares or the survivors of them, otherwise;
5. the Insured Person's estate.

All other indemnities are payable to the Covered Person.

U-AG-225-A (NY) (10/95)

U-AG-101-A (CW) (5/95)

**b. Payment to the Estate or to Minors.** If any benefits are payable to:

- (1) the estate of the Covered Person; or
- (2) the Covered Person, or a beneficiary, who is a minor or otherwise incompetent;

We may pay up to \$1,000 to any relative We find entitled to the payment. We will be discharged to the extent of such payment made in good faith.

- 3. Physical Examination and Autopsy.** We have the right, at Our expense, to examine a Covered Person when and as often as We may reasonably request while the claim is pending. We can have an autopsy made unless forbidden by law.
- 4. Choice of Service Provider.** The Covered Person has the sole right to choose his or her doctor and hospital. The physician-patient relation shall be preserved.

**GENERAL POLICY CONDITIONS**

- 1. Assignment of Interest.** A transfer of interest is binding when We get written notice. We have no duty to confirm that a transfer is valid.
- 2. Beneficiaries.** The Covered Person has the sole right to name a beneficiary. The beneficiary has no interest in the Policy other than to receive certain payments. The Covered Person may change the beneficiary at any time unless his or her interest has been assigned. Unless there has been an assignment, consent to a change by a prior beneficiary is not needed.
- 3. Termination of Individual Insurance.**
  - a. Covered Person.** Insurance stops at the end of the period for which the premium has been paid and during which any of the following occurs:
    - (1) the Policy is terminated;
    - (2) the Covered Person ceases to be an Eligible Person;
    - (3) the Covered Person reaches age 70;
    - (4) the employment of the Covered Person is ended;
    - (5) the Policyholder fails to pay the premium on the due date. (This does not apply if failure was due to an accident, or the Grace Period provision applies.)

Any termination does not affect claims that arose prior thereto.

- 4. Suit Against Us.** No action on this Policy may be brought until 60 days after written Proof of Loss has been given to Us. Any action must be started within 3years of the date the written proof is 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 permitted by law.

This Certificate is a summary of the benefits and other main terms of the Policy. It is not a Policy. It does not change or extend any coverages. The Benefits stated herein may be changed or ended in accordance with the terms of the Policy.

The Policy is in the possession of the Policyholder. It may be inspected by the Covered Person at any time during business hours at the office of the Policyholder.

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



**John J. McCartney**  
President  
Zurich American Insurance Company



**David Bowers**  
Corporate Secretary  
Zurich American Insurance Company