



**ZURICH**<sup>®</sup>

## Declarations Page: Group Travel Insurance

**Zurich American Insurance Company**  
1299 Zurich Way  
Schaumburg, Illinois 60196

This insurance is provided by: **Zurich American Insurance Company**

Policy Number: GPT 4850902

Item: 1. Insured:

Class I: Passenger Car Renters who have purchased coverage, and up to seven (7) Traveling Companions, while on a Covered Trip in the US

Class II: Passenger Van Renters who have purchased coverage, and up to fourteen (14) Traveling Companions, while on a Covered Trip in the US

Item: 2. Additional Travelers Covered or Family Members: N/A

Item: 3. Effective Date of Coverage: Trip Departure Date to Trip Return Date, as shown on rental car agreement, subject to 30 day maximum.

Item: 4. Trip Departure Date: The date and time when the Insured signs the rental car agreement and takes possession of the private passenger car.

Item: 5. Trip Return Date: The date and time when the private passenger car is returned on, or before, the return date in the rental car agreement or on the return date in the rental car agreement at 11:59pm in the time zone of the rental pickup location, if the private passenger car is not returned as specified in the rental car agreement and the rental period has not been extended by the Insured.

Signed for by Zurich American Insurance Company:

July 1, 2021

Mark E. Knipfer, President

Date

**Certificate of Insurance  
For Payless Car Rental  
Personal Effects Protection**



**ZURICH AMERICAN INSURANCE COMPANY**  
1299 Zurich Way  
Schaumburg, Illinois 60196

In return for the payment of premium, **We** agree to pay the benefits of the **Policy** to the **Insured** for **Covered Loss** subject to the terms and conditions of the **Policy**.

As to the **Insured**, the **Policy** is governed by the laws of the state in which the Certificate of Insurance ("Certificate") is delivered. Coverage may not be available in all states.

THIS INSURANCE PROVIDES SHORT-TERM TRAVEL RELATED INSURANCE AND INCLUDES THE SELECTED BENEFITS INDICATED IN THE **SCHEDULE** FOR WHICH A PREMIUM WAS PAID.

THE **POLICY** CONTAINS REDUCTIONS, LIMITATIONS, EXCLUSIONS, AND TERMINATION PROVISIONS. FULL DETAILS OF COVERAGE ARE CONTAINED IN THE GROUP TRAVEL INSURANCE POLICY OF WHICH THIS CERTIFICATE IS MADE A PART. IF THERE ARE ANY CONFLICTS BETWEEN THE CONTENTS OF THIS CERTIFICATE AND THE GROUP TRAVEL INSURANCE POLICY, THE GROUP TRAVEL INSURANCE POLICY GOVERNS IN ALL CASES.

IMPORTANT NOTICE: THIS COVERAGE IS VALID ONLY IF THE APPROPRIATE PLAN COST HAS BEEN PAID. PLEASE KEEP THIS CERTIFICATE AS YOUR RECORD OF COVERAGE UNDER THE PLAN.

IN WITNESS WHEREOF, **We** have executed and attested these presents and, where required by law, have caused this document to be countersigned by **Our** duly authorized representative(s).

Handwritten signature of Mark G. Knipfer in black ink.

President

Handwritten signature of Laura J. Kargacz in black ink.

Corporate Secretary

**PLEASE READ THIS DOCUMENT CAREFULLY**

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## SECTION I – SCHEDULE OF BENEFITS

Coverage is included only for Plans and Benefits that the **Insured** has elected to purchase during **Enrollment** and for which a Maximum Covered Amount is shown in the **Schedule**.

Personal Effects Plan 3

Benefits	Maximum Covered Amount per Reservation / Deductible per Reservation
<b>A. Travel Inconvenience Plan</b>	
1. Post-Departure Trip Interruption Benefit  Trip Interruption Limited Benefit	Up to \$250
2. Baggage and Personal Effects Benefit Per Item Limit	\$2,000 \$1,000 per item

## SECTION II – EFFECTIVE AND TERMINATION DATES OF INSURANCE

- A. **EFFECTIVE DATE:** No coverage for an **Insured** under the **Policy** is in effect until:
- the date shown in the Declarations.
- B. **INDIVIDUAL BENEFIT EFFECTIVE DATES:** Effective dates for each benefit are shown separately under the applicable benefit shown in SECTION III – BENEFITS.

## SECTION III – BENEFITS

Coverage is included only for Plans and Benefits that the **Insured** has elected to purchase during **Enrollment** and for which a Maximum Covered Amount is shown in the **Schedule**

### A. TRAVEL INCONVENIENCE PLAN

#### 1. POST-DEPARTURE TRIP INTERRUPTION BENEFIT

Subject to SECTION II – EFFECTIVE AND TERMINATION DATES OF INSURANCE, A. EFFECTIVE DATE, the **Insured's** coverage under the Post-Departure Trip Interruption Benefit will take effect on the **Scheduled Date of Departure**.

**We** will reimburse a Post-Departure Trip Interruption Benefit, for the following covered expenses in this Post-Departure Trip Interruption Benefit section, up to the corresponding Maximum Covered Amount per **Reservation** shown in the **Schedule**, if:

- the **Insured's** arrival on his/her **Covered Trip** is delayed beyond the **Scheduled Date of Departure** due to the **Insured's**, or the **Insured's Family Member's**, or **Traveling Companion's Sickness, Covered Injury**, or death; or
- the **Insured** is unable to continue on his/her **Covered Trip** after he/she has departed on his/her **Covered Trip** due to **Sickness, Covered Injury**, or death of the **Insured**, or the **Insured's Family Member** or **Traveling Companion**.

**We** will reimburse the **Insured** this Post-Departure Trip Interruption Benefit, only if the **Sickness, Covered Injury**, or death commences while the **Insured** is on his/her **Covered Trip** and commences while the **Insured's** coverage is in effect under the **Policy**. Any **Sickness** or **Covered Injury** must: (i) require the examination and treatment by a **Physician** at the time of an interruption or delay of a **Covered Trip**; and (ii) in the written opinion of the treating **Physician**, be so disabling as to delay the **Insured's** arrival on his/her **Covered Trip** or to prevent the **Insured** from continuing his/her **Covered Trip**; or in the case of the **Insured's** non-traveling **Family Member**, be life threatening, or so severe as to require the **Insured's** care.

**We** will reimburse the **Insured** for a Post-Departure Trip Interruption Benefit, for the following covered expenses, up to the corresponding Maximum Covered Amount per **Reservation** shown in the **Schedule**, less any refund paid or payable, for unused travel arrangements (if the **Insured** delays his/her **Covered Trip**, interrupts his/her **Covered Trip**, or interrupts and returns during the original travel dates for the **Insured's Covered Trip**), or the unused portion of the amount of **Payments and Deposits** that the **Insured** paid for his/her **Accommodations**, plus one of the following:

- (1) the additional transportation expenses by the most direct route from the point where the **Insured** interrupted his/her **Covered Trip** to: (i) the next scheduled **Destination** where the **Insured** can catch up to his/her **Covered Trip**; or (ii) to the final **Destination** of his/her **Covered Trip**; or
- (2) the additional transportation expenses incurred by the **Insured** by the most direct route to reach the next scheduled **Destination** where the **Insured** can catch up to his/her **Covered Trip** if the **Insured** is delayed and leaves after the **Scheduled Date of Departure**.

The benefit payable under (1) or (2) above will not exceed the cost of a one-way economy air fare (or the equivalent class of the **Insured's** original tickets) by the most direct route less any refund paid or payable for the **Insured's** unused original tickets.

## 2. **BAGGAGE AND PERSONAL EFFECTS BENEFIT**

Subject to SECTION II – EFFECTIVE AND TERMINATION DATES OF INSURANCE, A. EFFECTIVE DATE, the **Insured's** coverage under the Baggage and Personal Effects Benefit will take effect on the **Scheduled Date of Departure**.

**We** will reimburse the **Insured** for a Baggage and Personal Effects Benefit for direct loss, theft, damage or destruction of his/her **Baggage**, or **Personal Effects** during a **Covered Trip**, up to the corresponding Maximum Covered Amount per **Reservation** shown in the **Schedule**.

### Valuation and Payment of Loss

Payment of loss under the Baggage and Personal Effects Benefit will be calculated based upon the **Actual Cash Value**. At **Our** option, **We** may elect to repair or replace the **Insured's Baggage**.

**We** may take all or part of a damaged **Baggage** as a condition for payment of loss. In the event of a loss to a pair or set of items, **We** will, solely at **Our** discretion: (i) repair or replace any part to restore the pair or set to its value before the loss; or (ii) pay the difference between the value of the property before and after the loss.

### The **Insured's** Duties in the Event of a Loss

In case of loss, theft or damage to **Baggage** and **Personal Effects**, the **Insured** must: (i) immediately report the incident to the hotel manager, tour guide or representative, transportation official, local police, or other local authorities and obtain their written report of his/her loss; and (ii) take reasonable steps to protect his/her **Baggage** from further damage, and make necessary, reasonable and temporary repairs. **We** will reimburse the **Insured** for these expenses. **We** will not pay for further damage if the **Insured** fails to protect his/her **Baggage**.

## SECTION IV – GENERAL DEFINITIONS

Bold terms within the **Policy**, whether in the singular or plural, are defined as follows. Additional definitions applicable to specific benefits only can be found in Section III – Benefits.

**Accident** or **Accidental** means a sudden, unexpected, and unforeseen event that occurs while the **Policy** is in force and that is the direct and independent cause of bodily injury to the **Insured**.

**Accommodation** means any establishment used for the purpose of temporary, overnight lodging for which a fee is paid and reservations are secured.

**Actual Cash Value** means the lesser of an item's purchase price less depreciation.

**Baggage** means luggage and personal possessions taken by the **Insured** on the **Covered Trip**.

**Covered Injury** means bodily injury directly caused by **Accidental** means that is independent of all other causes, results from a **Covered Accident**, occurs while the **Insured** is insured under the **Policy**, and results in a **Covered Loss**.

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

### **Covered Trip:**

- a. means a scheduled trip for which coverage has been elected and the premium is paid, and all travel arrangements are arranged prior to the **Scheduled Date of Departure**.

**Destination** means any place where the **Insured** expects to travel to on his/her **Covered Trip**.

**Domestic Partner** means a person who qualifies as a **Domestic Partner** under the law of the state of residence.

To qualify as a **Domestic Partner**, the following requirements must be met:

- a. the **Insured** and the **Domestic Partner** must both be at least 18 years of age; and
- b. the **Insured** and the **Domestic Partner** are not related by blood or adoption.

**Enrollment** means the hard copy paper, telephone, telefax, or electronic request to effect insurance under the **Policy** for a prospective **Insured**.

**Family Member** means the **Insured's** or the **Insured's Traveling Companion's Spouse**, child, **Spouse's** child, son/daughter-in-law, parent(s), sibling(s), brother/sister, step-brother/sister, step-parent(s), parent(s)-in-law, brother/sister-in-law, uncle, aunt, niece, nephew, **Domestic Partner**, foster child, or ward.

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

**Insured** means any person who is covered under the **Policy** and who has completed the **Enrollment** and who has paid the required premium. Coverage is also provided to **Traveling Companions** traveling with the **Insured**.

**Payments and Deposits** mean the prepaid non-refundable amounts actually paid to the **Travel Supplier** for the **Insured's Covered Trip**.

**Personal Effects** means items such as clothing and toiletry items that are included in the **Insured's Baggage** and are required for the **Insured's Covered Trip**.

**Plan Administrator** means Health Special Risk, Inc.

**Physician** means a person who is:

- a. a doctor of medicine, osteopathy, psychology or other legally qualified practitioner of a healing art that **We** recognize or are required by law to recognize;
- b. licensed to practice in the jurisdiction where care is being given;
- c. practicing within the scope of that license referenced in b. above; and
- d. not related to the **Insured** by blood, marriage, or adoption.

**Policy** means the Group Travel Insurance Policy, the Declarations, the **Policyholder** application, this Certificate, and any rider, endorsement, or amendment attached thereto.

**Policyholder** means Payless Car Rental.

**Reservation** means the combination of all members of a group of travelers who have booked one single travel arrangement contract with a **Travel Supplier**.

**Schedule** means the schedule in SECTION I – SCHEDULE OF BENEFITS.

**Scheduled Date of Departure** means the date on which the **Insured** is originally scheduled to depart on the **Covered Trip**.

**Scheduled Date of Return** means the date on which the **Insured** is originally scheduled to return to where the **Covered Trip** departed from or to a different final **Destination** as noted on the **Insured's** initial itinerary.

**Sickness** or **Sick** means a sickness, illness or disease, that impairs the normal functions of the body and that first manifests itself during a **Covered Trip** and that requires examination and treatment by a **Physician**.

**Spouse** means the **Insured's** legally married spouse.

**Travel Supplier** means the tour operator or rental company that provides prepaid travel arrangements for the **Insured's Covered Trip**.

**Traveling Companion** means up to 15 persons accompanying the **Insured** on the **Covered Trip**.

**We, Us, and Our** means Zurich American Insurance Company.

## **SECTION V – GENERAL EXCLUSIONS**

Notwithstanding any other term, condition or provision under the **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 the **Policy** to the extent that such cover, payment, service, benefit, or any business or activity of the **Insured** would violate any applicable trade or economic sanctions law or regulation.

**We** will not pay for any loss under the **Policy**, arising directly or indirectly out of, or as a result of, or from, or that occur to, or are as a result of the actions of, the **Insured** or the **Insured's Traveling Companion** for the following:

- a. suicide, attempted suicide, or intentionally self-inflicted injury, while sane or insane (while sane in CO and MO);
- b. being under the influence of drugs or intoxicants, unless prescribed by a **Physician**;
- c. riding or driving in any motor competition;
- d. off-road driving, whether as a driver or as a passenger;

- e. declared or undeclared war, or any act of war;
- f. civil disorder;
- g. service in the armed forces of any country;
- h. nuclear reaction, radiation or radioactive contamination;
- i. the **Insured's** commission of or attempt to commit a felony;

**We** will not pay for any loss under the **Policy**, arising directly or indirectly out of, or as a result of, or from, or that occur to, or are as a result of the actions of, the following that occur to the **Insured**:

- a. a loss or damage caused by detention, confiscation or destruction by customs.

The following additional exclusion applies to the Post-Departure Trip Interruption Benefit:

- a. **We** will not pay for loss or expense caused by or incurred resulting from a **Pre-Existing Condition** including death that results therefrom.

The following additional exclusions apply to the Baggage and Personal Effects Benefit:

- a. **We** will not pay for damage to or loss of the following items:
  - (1) animals;
  - (2) property used in trade, business or for the production of income; household furniture; musical instruments; brittle or fragile articles; jewelry; or if the loss results from the use thereof, sporting equipment;
  - (3) boats, motors, motorcycles, motor vehicles, aircraft, and other conveyances (except wheelchairs) or equipment, or parts for such conveyances;
  - (4) artificial limbs or other prosthetic devices, artificial teeth, dental bridges, dentures, dental braces, retainers or other orthodontic devices, hearing aids, any type of eyeglasses, sunglasses or contact lenses;
  - (5) documents or tickets, except for administrative fees required to reissue tickets up to \$250 per ticket;
  - (6) money, checks of any kind, stamps, stocks and bonds, postal or money orders, securities, accounts, bills, deeds, food stamps, or credit cards, except as otherwise specifically included elsewhere in the **Policy**;
  - (7) property shipped as freight or shipped prior to the **Scheduled Date of Departure**;
  - (8) contraband.
- b. **We** will not pay for loss to **Baggage** and **Personal Effects** arising from:
  - (1) defective materials or craftsmanship;
  - (2) normal wear and tear, gradual deterioration, inherent vice;
  - (3) rodents, animals, insects or vermin;
  - (4) electrical current, including electric arcing that damages or destroys electrical devices or appliances;



- (5) mysterious disappearance;
- (6) confiscation by airport personnel.

## SECTION VI - HOW TO FILE A CLAIM

- A. NOTICE: The **Insured** or the beneficiary, or someone on their behalf, must give **Us** written notice of the **Covered Loss** within 90 days of such **Covered Loss**, or as soon thereafter as reasonably possible. The notice must name the **Insured**, and the Policy Number. To request a claim form, the **Insured** or the beneficiary, or someone on their behalf may contact **Us** at 1-866-477-4126. The notice must be sent to the address shown in this paragraph below, or to any of **Our** agents. Notice to **Our** agents is considered notice to **Us**.

Health Special Risk, Inc.  
4100 Medical Parkway, Carrollton, TX 75007  
Telephone: 1-866-477-4126

- B. CLAIM FORMS: **We** will send the claimant Proof of Loss forms within 15 days after **We** receive notice. If the claimant does not receive the Proof of Covered Loss form in 15 days after submitting notice, he or she can send **Us** a detailed written report of the claim and the extent of the **Covered Loss**. **We** will accept this report as a Proof of Covered Loss if sent within the time fixed below for filing a Proof of Covered Loss.
- C. PROOF OF COVERED LOSS: Written Proof of Covered Loss, acceptable to **Us**, must be sent within 90 days of the **Covered Loss**. Failure to furnish Proof of Covered Loss acceptable to **Us** within such time will neither invalidate nor reduce any claim if it was not reasonably possible to furnish the Proof of Covered Loss, and the proof was provided as soon as reasonably possible.

## SECTION VII - 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 practicable upon receipt of written proof of loss that is acceptable to **Us**. Unless an optional periodic payment is stated or chosen, any **Covered Loss** to be paid in periodic payments will be paid at the end of each four-week period. The unpaid balance, that remains when **Our** liability ends, will then be paid when **We** receive the Proof of Covered Loss that is acceptable to **Us**.
- B. WHO **WE** WILL PAY:
1. LOSS OF LIFE OF AN **INSURED**: **Covered Losses** resulting from the **Insured's** death are paid to the named beneficiary at the time of death. If there is no beneficiary named or the named beneficiary predeceases or dies at the same time as the **Insured**, **We** will pay the benefit to the **Insured's** estate. If any **Insured** is a minor or is not competent to give a valid release for the payment, the payment will be made to his/her parent, guardian, or other person actually supporting the **Insured**.
  2. ALL OTHER CLAIMS: Benefits are to be paid to the **Insured**. He or she may direct in writing that all, or part of the Emergency Medical and Dental Expense Benefit, if applicable, will be paid directly to the party who furnished the service. The direction may be changed by the **Insured** at any time up to the filing of the Proof of Covered Loss.
  3. If a **Foreign National** is entitled to benefits for a **Covered Loss** and **We** are unable to make payment directly to him or her because of legal restrictions in the country or jurisdiction where such **Foreign National** is located, **We** will either: (i) pay the benefits to a bank account owned by the **Foreign National** in the United States of America; or (ii) if no such bank account is established or maintained, **We** will pay the benefits to the **Policyholder** on behalf of the **Foreign National**.

It will then be the responsibility of the **Policyholder** to remit the benefit to such **Foreign National**. Payment of the benefit to the **Policyholder** will release **Us** from any further liability to the **Foreign National**. If the **Policyholder** does not remit the payment to the **Foreign National**, the **Policyholder** will indemnify **Us** and hold **Us** harmless against any and all liability incurred by **Us** including, but not limited to, interest, penalties, and attorneys' fees in connection with, arising or resulting from such failure to remit payment. The **Policyholder** will not be considered the beneficiary under the **Policy** if payment is made to the **Policyholder** in accordance with this provision.

4. Any payment **We** make will fully discharge **Us** to the extent of the payment.

## SECTION VIII - GENERAL POLICY CONDITIONS

- A. **BENEFICIARIES:** The **Insured** first shown in Item 1. of the Declarations has the sole right to name a beneficiary. The beneficiary has no interest in the **Policy** other than to receive certain payments. Unless an irrevocable beneficiary is named, The **Insured** may change the beneficiary at any time unless he or she has assigned the interest in the **Policy**. In such case, the person to whom he or she has assigned the interest in the **Policy** may have the right to change the beneficiary. Consent to a change by a prior beneficiary is not needed. Any beneficiary designation must be in writing on a form acceptable to **Us**.
- B. **CHANGE OR WAIVER:** A change or waiver of any term or condition of the **Policy** must be issued by **Us** in writing and signed by one of **Our** executive officers. No agent has authority to change or waive **Policy** provisions, 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 an **Insured's** coverage, that otherwise would not be in force. If an **Insured** applies for insurance for which he or she is not eligible, **We** will only be liable for any premium paid to **Us**.
- D. **CONFORMITY WITH STATUTE:** Terms of the **Policy** that conflict with the laws of the state where it is delivered are amended to conform to such laws.
- E. **ENTIRE CONTRACT:** The Group Travel Insurance Policy, the Declarations, the **Policyholder** application, this Certificate, and any rider, endorsement, or amendment attached thereto, represent the entire insurance contract.
- F. **SUIT AGAINST US:** No action on the **Policy** may be brought until 60 days after written Proof of Covered Loss has been sent to **Us**. Any action must commence within three years, (five years in Kansas and Tennessee; and six years in South Carolina and Wisconsin) of the date the written Proof of Covered Loss was required to be submitted. If the law of the state where the **Insured** lives makes such limit void, then the action must begin within the shortest time period permitted by law. In those states where binding arbitration is allowed, binding arbitration will supersede this provision.
- G. **PHYSICAL EXAMINATION AND AUTOPSY:** **We** have the right to examine an **Insured** when and as often as **We** may reasonably request while the claim is pending. Such examination will be at **Our** expense. **We** can have an autopsy performed unless forbidden by law.
- I. **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 **Insured**. The arbitrator(s) will not award consequential or punitive damages in any arbitration under this section. This provision does not apply if the **Insured** is a resident of a state where the law does not allow binding arbitration in an insurance **Policy**, but only if the **Policy** is subject to its laws. In such a case, binding arbitration does not apply. This provision bars the institution of a lawsuit by the **Insured**.

- J. MISSTATEMENT OF AGE: If the age of the **Insured** has been misstated, all amounts payable under the **Policy** shall be such as the premium paid would have purchased at the correct age.
- K. SUBROGATION: **We** have the right to recover from any third party all payments that **We** have made to the **Insured** or on behalf of the **Insured's Spouse** or **Domestic Partner**, child, heirs, guardians or executors or will be obligated to pay in the future to the **Insured**, from any third party. If the **Insured** recovers from any third party, **We** will be reimbursed first from such recovery to the extent of **Our** payments to or on behalf of the **Insured**. The **Insured** agrees to assist **Us** in preserving its rights against any third party, including but not limited to, signing subrogation forms supplied by **Us**. If **We** seek to recover any amount paid by **Us**, **We** are entitled to recovery of those amounts before the **Insured** is entitled to share in any amount so recovered by **Us**.
- L. VALUATION: All premiums, limits, **Deductibles**, and other amounts under the **Policy** are expressed and payable in the currency of the United States unless otherwise stated. If judgment is rendered, settlement is denominated or another element of loss under the **Policy** is stated in a currency other than United States dollars, payment under the **Policy** shall be made in United States dollars at the rate of exchange on the date the final judgment is reached or the amount of the settlement is agreed upon.
- M. HEADINGS: The titles and headings to the various sections, subsections and endorsements of the **Policy**, are included solely for ease of reference and do not in any way limit, expand or otherwise affect the provisions or existence of such sections, subsections or endorsements.



# New Jersey Changes

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

Policy No. GPT 4850902

Effective Date: July 1, 2021

This endorsement modifies insurance provided under the:

- Group Travel Certificate of Insurance**
- Group Travel Insurance Policy**

**A.** The TIME OF PAYMENT provision in the **PAYMENT OF CLAIMS** section is replaced with the following:

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 practicable upon receipt of written proof of loss that is acceptable to **Us**, but in no event more than 30 days following the date **We** receive a complete and satisfactory 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, that remains when **Our** liability ends, will then be paid when **We** receive the Proof of Covered Loss that is acceptable to **Us**.

**B.** Under **DEFINITIONS**, the **Domestic Partner** definition is replaced with the following:

**Domestic Partner** means a partner who shall be established in New Jersey when:

- both persons have a common residence and are otherwise jointly responsible for each other's common welfare as evidenced by joint financial arrangements or joint ownership of real or personal property, which shall be demonstrated by at least one of the following:
  - a joint deed, mortgage agreement or lease;
  - a joint bank account;
  - designation of one of the persons as a primary beneficiary in the other person's will;
  - designation of one of the persons as a primary beneficiary in the other person's life insurance policy or retirement plan; or
  - joint ownership of a motor vehicle;
- both persons agree to be jointly responsible for each other's basic living expenses during the domestic partnership;
- neither person is in a marriage recognized by New Jersey law or a member of another domestic partnership;
- neither person is related to the other by blood or affinity up to and including the fourth degree of consanguinity;
- both persons are of the same sex and therefore unable to enter into a marriage with each other that is recognized by New Jersey law, except that two persons who are each 62 years of age or older and not of the same sex may establish a domestic partnership if they meet the requirements set forth in this definition;
- both persons have chosen to share each other's lives in a committed relationship of mutual caring;

7. both persons are at least 18 years of age;
8. both persons file jointly an Affidavit of Domestic Partnership; and
9. neither person has been a partner in a domestic partnership that was terminated less than 180 days prior to the filing of the current affidavit of domestic partnership, except that this prohibition shall not apply if one of the partners died; and, in all cases in which a person registered a prior domestic partnership, the domestic partnership shall have been terminated in accordance with New Jersey requirements.

All other terms, conditions, provisions and exclusions of this policy remain the same.



## **Important Notice**

### **IMPORTANT INFORMATION REGARDING YOUR INSURANCE**

#### **KEEP THIS NOTICE WITH YOUR INSURANCE PAPERS**

**PROBLEMS WITH YOUR INSURANCE? Your satisfaction is very important to us. If you are having problems with your insurance, do not hesitate to contact the insurance company to resolve your problem.**

In the event you need to contact someone about this insurance for any reason, please contact your agent. If no agent was involved in the sale of this insurance, or if you have additional questions you may contact the insurance company issuing this insurance at the following address and telephone number:

**Zurich in North America  
Customer Inquiry Center  
1299 Zurich Way  
Schaumburg, Illinois 60196-1056  
1-800-382-2150 (Business Hours: 8am - 4pm CT)  
Email: [info.source@zurichna.com](mailto:info.source@zurichna.com)**

# SANCTIONS EXCLUSION ENDORSEMENT



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

The following exclusion is added to the policy/certificate to which it is attached and supersedes any existing sanctions language in the policy/certificate, whether included in an Exclusion Section or otherwise:

### **SANCTIONS EXCLUSION**

Notwithstanding any other terms under this policy/certificate, 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/certificate to the extent that such coverage, payment, service, benefit, or any business or activity of the policyholder or insured would violate any applicable trade or economic sanctions law or regulation.

The term policy/certificate may be comprised of common policy/certificate 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 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/certificate, and shall mean the company providing the coverage.

Insured may be referred to as certificateholder, named insured, covered person, additional insured or claimant, or as otherwise defined in the policy/certificate, and shall mean the party, person or entity having defined rights under the policy/certificate.

These definitions may be found in various parts of the policy/certificate and any applicable riders or endorsements.

**ALL OTHER TERMS AND CONDITIONS OF THIS POLICY/CERTIFICATE REMAIN UNCHANGED**



## Privacy Notice

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

Dear Customer:

rev. January 2020

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

<b>Overview</b>	<b>UNDERSTANDING HOW WE USE YOUR PERSONAL INFORMATION</b>
<b>Why are you receiving this Notice?</b>	Financial institutions, which include the Company, choose how they share your NPI. Federal and state law gives consumers the right to limit some but not all sharing of that information. Federal law also requires us to tell you how we collect, share and safeguard your NPI. You are receiving this Privacy Notice because our records show either that you are a customer who is obtaining or has obtained insurance coverage or non-insurance products or services.
<b>What types of information do we collect?</b>	<p>The types of NPI we collect depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"><li>• Information about you we receive on applications or other forms, such as your name, address, telephone number, date of birth, your social security number, driver’s license number, employment information, information about your income, assets and net worth, and medical information;</li><li>• Information about your transactions with the Company and its affiliates;</li><li>• Information about your insurance coverage, premiums, claims history, and payment history;</li><li>• Data from insurance support organizations, government agencies, insurance information sharing bureaus;</li><li>• Property information and similar data about you or your property, such as property appraisal reports; and</li><li>• Information we receive from a consumer reporting agency or insurance information sharing bureau, such as a credit or fraud report.</li></ul> <p>When your relationship with us ends, we may continue to share information about you as described in this Privacy Notice.</p>
<b>What do we do with the NPI we collect?</b>	<p>We share your NPI in the course of supporting your insurance coverage or non-insurance products or services, as authorized by law, or with your consent. This includes sharing, as permitted by law, your NPI with affiliated parties and nonaffiliated third parties, as applicable, in the course of supporting your insurance coverage or non-insurance products.</p> <p>These affiliates and nonaffiliated third parties include:</p> <ul style="list-style-type: none"><li>• Financial service providers, such as banks and other insurance companies;</li><li>• Non-financial companies, such as medical providers and nonaffiliated service providers that perform marketing services on our behalf; and</li><li>• Others, such as consumer reporting agencies and insurance information sharing bureaus.</li></ul> <p>In the section below, we list the reasons we can share your NPI, whether we actually share your NPI, and whether you can opt out of this sharing (or if you are a resident of Vermont, whether you have the right to opt in to allowing this sharing).</p>



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

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

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

**You have the following individual rights under state law:**

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

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

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

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

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

<b>Key words and phrases</b>	<b>TERMS YOU SHOULD KNOW</b>
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Definitions	
<b>Everyday business purposes</b>	The actions necessary for financial companies like the Company to conduct business and manage customer accounts, such as: <ul style="list-style-type: none"> <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; and</li> <li>Responding to insurance regulatory authorities.</li> </ul>
<b>Affiliates</b>	Financial or nonfinancial companies related by common ownership or control. <ul style="list-style-type: none"> <li><i>Company affiliates include insurance and non-insurance companies under common ownership with the Company and that provide insurance and non-insurance products or services.</i></li> </ul>
<b>Nonaffiliated Third Parties</b>	Financial or nonfinancial companies not related by common ownership or control. We may share your information with companies that we hire to perform marketing and business services for us, such as data processing, computer software maintenance and development, and transaction processing. When we share information with others to perform these services, they are required to take appropriate steps to protect this information and use it only for purposes of performing the services. <ul style="list-style-type: none"> <li><i>The Company does not share information with nonaffiliates to market their products to you.</i></li> </ul>

<b>Joint marketing</b>	<p>A formal agreement between nonaffiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> <li>• <i>The Company does not jointly market.</i></li> </ul>
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<b>Changes to this Privacy Notice; contact us</b>	<p>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.</p> <p>If you have any questions about your contract with us, you should contact your agent.</p> <p>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 <a href="mailto:privacy.office@zurichna.com">privacy.office@zurichna.com</a>.</p>
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This Privacy Notice is sent on behalf of the following affiliated companies, which are referred to in this Privacy Notice, in the aggregate, as the “Company:”

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



# Fraud Warnings Disclosure

## Property and Casualty Application Addendum

TO BE ATTACHED TO AND FORM PART OF THE APPLICATION. IF FRAUD WARNINGS ARE INCLUDED IN THE APPLICATION TO WHICH THIS IS ATTACHED, THIS DISCLOSURE REPLACES THOSE WARNINGS.

Any person who knowingly and with intent to defraud any insurance company or another person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading information concerning any fact material thereto, commits a fraudulent insurance act, which may subject the person to criminal and civil penalties. (Not applicable in AL, AR, CO, DC, FL, KS, KY, LA, MD, ME, MN, NJ, NM, NY, OH, OK, OR, PA, PR, RI, TN, TX, VA, VT, WA, and WV.)

In **Arkansas, Louisiana, Rhode Island, or West Virginia**: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

In **Alabama**: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or who knowingly presents false information in an application for insurance is guilty of a crime and may be subject to restitution, fines or confinement in prison, or any combination thereof.

In **Colorado**: It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado division of insurance within the department of regulatory agencies.

In **District of Columbia**: Warning: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.

In **Kansas**:

Any person who, knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer, broker or any agent thereof, any written, electronic, electronic impulse, facsimile, magnetic, oral, or telephonic communication or statement as part of, or in support of, an application for the issuance of, or the rating of an insurance policy for personal or commercial insurance, or a claim for payment or other benefit pursuant to an insurance policy for commercial or personal insurance which such person knows to contain materially false information concerning any fact material thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act.

In **Kentucky**: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.

In **Tennessee or Washington**: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines or a denial of insurance benefits.

In **Maryland**: Any person who knowingly or willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly or willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

In **Minnesota**: A person who files a claim with intent to defraud or helps commit a fraud against an insurer is guilty of a crime.

In **New Jersey**: Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

In **New Mexico**: ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR KNOWINGLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO CIVIL FINES AND CRIMINAL PENALTIES.

In **New York**: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.

In **Ohio**: Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

In **Oklahoma**: WARNING: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

In **Oregon**: Any person who knowingly and with intent to defraud any insurer or other person files an application for insurance or statement of claim containing any materially false information upon which an insurer relies, if such information was either material to the risk assumed by the insurer or the misinformation was provided fraudulently, may commit a fraudulent insurance act, which may be a crime and may subject the person to criminal and civil penalties.

In **Pennsylvania**: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

In **Puerto Rico**: Any person who has committed fraud, as defined in the law, shall incur a felony, and if convicted, shall be sanctioned for each violation by a penalty of a fine of not less than five thousand dollars (\$5,000), nor more than ten thousand dollars (\$10,000), or a penalty of imprisonment for a fixed term of three (3) years, or both penalties. If there were aggravating circumstances, the fixed penalty thus established may be increased up to a maximum of five (5) years; if extenuating circumstances are present, it may be reduced to a minimum of two (2) years. In addition to the penalties provided in this chapter, any person who, as a result of the fraud thus committed is benefited in any way to obtain insurance, or in the payment of a loss pursuant to an insurance contract, shall be imposed the payment of restitution of the amount of money resulting from the fraud. Every violation shall have a prescription term of (5) five years.

In **Texas**: Any person who knowingly presents a false or fraudulent claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.

In **Vermont**: Any person who knowingly presents a false statement in an application for insurance may be guilty of a criminal offense and subject to penalties under state law.

In **Virginia**: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company.

# Disclosure Statement



## NOTICE OF DISCLOSURE FOR AGENT & BROKER COMPENSATION

If you want to learn more about the compensation Zurich pays agents and brokers visit:

<http://www.zurichnaproducercompensation.com>

or call the following toll-free number: (866) 903-1192.

This Notice is provided on behalf of Zurich American Insurance Company  
and its underwriting subsidiaries.