

<b>FACTS</b>	<b>WHAT DOES THE CHUBB GROUP DO WITH YOUR PERSONAL INFORMATION?</b>	
<b>Why?</b>	Insurance companies choose how they share your personal information. Federal and state law gives consumers the right to limit some but not all sharing. Federal and state law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.	
<b>What?</b>	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> <li>• Social Security number and payment history</li> <li>• insurance claim history and medical information</li> <li>• account transactions and credit scores</li> </ul> <p>When you are no longer our customer, we continue to share information about you as described in this notice.</p>	
<b>How?</b>	All insurance companies need to share customers’ personal information to run their everyday business. In the section below, we list the reasons insurance companies can share their customers’ personal information; the reasons the Chubb Group chooses to share; and whether you can limit this sharing.	
<b>Reasons we can share your personal information</b>	<b>Does Chubb share?</b>	<b>Can you limit this sharing?</b>
<b>For our everyday business purposes</b> – such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or 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>	Yes	No
<b>For our affiliates’ everyday business purposes</b> – information about your transactions and experiences	Yes	No
<b>For our affiliates’ everyday business purposes</b> – information about your creditworthiness	No	We don’t share
<b>For our affiliates to market to you</b>	No	We don’t share
<b>For nonaffiliates to market to you</b>	No	We don’t share
<b>Questions?</b>	Call 1-800-258-2930 or go to <a href="https://www2.Chubb.com/us-en/privacy.aspx">https://www2.Chubb.com/us-en/privacy.aspx</a>	

<b>Who is providing this notice?</b>	
The Chubb Group. A list of these companies is located at the end of this document.	
<b>What we do</b>	
<b>How does Chubb Group protect my personal information?</b>	<p>To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.</p> <p>We restrict access to personal information to our employees, affiliates' employees, or others who need to know that information to service the account or to conduct our normal business operations.</p>
<b>How does Chubb Group collect my personal information?</b>	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> <li>• apply for insurance or pay insurance premiums</li> <li>• file an insurance claim or provide account information</li> <li>• give us your contact information</li> </ul> <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
<b>Why can't I limit all sharing?</b>	<p>Federal law gives you the right to limit only</p> <ul style="list-style-type: none"> <li>• sharing for affiliates' everyday business purposes – information about your creditworthiness</li> <li>• affiliates from using your information to market to you</li> <li>• sharing for nonaffiliates to market to you</li> </ul> <p>State laws and individual companies may give you additional rights to limit sharing. See below for more on your rights under state law.</p>
<b>Definitions</b>	
<b>Affiliates</b>	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>• Our affiliates include those with a Chubb name and financial companies, such as Westchester Fire Insurance Company and Great Northern Insurance Company.</li> </ul>
<b>Nonaffiliates</b>	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>• Chubb does not share with nonaffiliates so they can market to you.</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>• Our joint marketing partners include categories of companies such as banks.</li> </ul>

### Other important information

**For Insurance Customers in AZ, CA, CT, GA, IL, MA, ME, MN, MT, NV, NC, NJ, OH, OR, and VA only:**

Under state law, under certain circumstances, you have the right to see the personal information about you that we have on file. To see your information, write Chubb Group Attention: Privacy Inquiries, 202 Hall's Mill Road, P.O. Box 1600, Whitehouse Station, NJ 08889-1600. Chubb may charge a reasonable fee to cover the costs of providing this information. If you think any of the information is not accurate, you may write us. We will let you know what actions we take. If you do not agree with our actions, you may send us a statement. If you want a full description of privacy rights that we will protect in accordance with the law in your home state, please contact us and we will provide it. We may disclose information to certain third parties, such as law enforcement officers, without your permission.

**For Nevada residents only:** We may contact our existing customers by telephone to offer additional insurance products that we believe may be of interest to you. Under state law, you have the right to opt out of these calls by adding your name to our internal do-not-call list. To opt out of these calls, or for more information about your opt out rights, please contact our customer service department. You can reach us by calling 1-800-258-2930, emailing us at [privacyinquiries@Chubb.com](mailto:privacyinquiries@Chubb.com), or writing to Chubb Group, Attention: Privacy Inquiries, 202 Hall's Mill Road, P.O. Box 1600, Whitehouse Station, NJ 08889-1600. You are being provided this notice under Nevada state law. In addition to contacting Chubb, Nevada residents can contact the Nevada Attorney General for more information about your opt out rights by calling 775-684-1100, emailing [bepinfo@ag.state.nv.us](mailto:bepinfo@ag.state.nv.us), or by writing to: Office of the Attorney General, Nevada Department of Justice, Bureau of Consumer Protection: 100 North Carson Street, Carson City, NV 89701.

**For Vermont residents only:** Under state law, we will not share information about your creditworthiness within our corporate family except with your authorization or consent, but we may share information about our transactions or experiences with you within our corporate family without your consent.

### Chubb Group Companies Providing This Notice

This notice is being provided by the following Chubb Group companies to their customers located in the United States: ACE American Insurance Company, ACE Capital Title Reinsurance Company, ACE Fire Underwriters Insurance Company, ACE Insurance Company of the Midwest, ACE Life Insurance Company, ACE Property and Casualty Insurance Company, Agri General Insurance Company, Atlantic Employers Insurance Company, Bankers Standard Fire and Marine Company, Bankers Standard Insurance Company, Century Indemnity Company, Chubb Custom Insurance Company, Chubb Indemnity Insurance Company, Chubb Insurance Company of New Jersey, Chubb Lloyds Insurance Company of Texas, Chubb National Insurance Company, Executive Risk Indemnity Inc., Executive Risk Specialty Insurance Company, Federal Insurance Company, Great Northern Insurance Company, Illinois Union Insurance Company, Indemnity Insurance Company of North America, Insurance Company of North America, Pacific Employers Insurance Company, Pacific Indemnity Company, Penn Millers Insurance Company, Texas Pacific Indemnity Company, Vigilant Insurance Company, Westchester Fire Insurance Company and Westchester Surplus Lines Insurance Company.

## Chubb Group

### Notice of HIPAA Privacy Practices for Protected Health Information

**THIS NOTICE DESCRIBES HOW MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY.**

This notice is effective as of June 15, 2018.

The Chubb Group of Companies, as affiliated covered and hybrid entities, (the "Company") is required by law to take reasonable steps to ensure the privacy of your personally identifiable health information, and to inform you about:

- § The Company's uses and disclosures of Protected Health Information ("PHI")
- § Your privacy rights with respect to your PHI;
- § The Company's duties with respect to your PHI;
- § Your right to file a complaint with the Company and to the Secretary of the U.S. Department of Health and Human Services ("HHS"); and
- § The person or office to contact for further information regarding the Company's privacy practices.

PHI includes all individually identifiable health information transmitted or maintained by the Company, regardless of form (e.g. oral, written, electronic).

A federal law, the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), regulates PHI use and disclosure by the Company. You may find these rules at *45 Code of Federal Regulations* Parts 160 and 164. This notice attempts to summarize the regulations. The regulations will supersede any discrepancy between the information in this notice and the regulations.

#### **I. Notice of PHI Uses and Disclosures**

##### **A. Required Uses and Disclosures**

Upon your request, the Company is required to give you access to certain PHI in order to inspect and copy it.

Use and disclosure of your PHI may be required by the Secretary of Health and Human Services to investigate or determine the Company's compliance with the privacy regulations.

##### **B. Uses and Disclosures to Carry Out Treatment, Payment, and Health Care Operations**

The Company and its business associates will use PHI without your consent, authorization or opportunity to agree or object to carry out treatment, payment and health care operations. The Company also may also disclose PHI to a plan sponsor for purposes related to treatment, payment and health care operations and as otherwise permitted under HIPAA to the extent the plan documents restrict the use and disclosure of PHI as required by HIPAA.

*Treatment* is the provision, coordination or management of health care and related services. It also includes but is not limited to consultations and referrals between one or more of your providers. For example, the Company may disclose to a treating orthodontist the name of your treating dentist so that the orthodontist may ask for your dental X-rays from the treating dentist.

*Payment* includes, but is not limited to, actions to make coverage determinations and payment (including establishing employee contributions, claims management, obtaining payment under a contract of reinsurance, utilization review and pre-authorizations) For example, the Company may tell a doctor whether you are eligible for coverage or what percentage of the bill will be paid by the Company.

*Health care operations* include, but are not limited to, underwriting, premium rating and other insurance activities relating to creating or reviewing insurance contracts. It also includes disease management, case management, conducting or arranging for medical review, legal services and auditing functions including fraud and abuse compliance programs, business planning and development, business management and general administrative activities. For example, the Company may use information about your claims to refer you to a disease management program, project future benefit costs or audit the accuracy of its claims processing functions. The Company will not use or disclose PHI that is genetic information for underwriting purposes.

The Company also may contact you to provide appointment reminders or information about treatment alternatives or health-related benefits and services that may be of interest to you.

#### C. Uses and Disclosures that Require Your Written Authorization

The Company will not use or disclose your PHI for the following purposes without your specific, written authorization:

- Use and disclosure of psychotherapy notes, except for your treatment, Company training programs, or to defend Company against litigation filed by you.
- Use and disclosure for marketing purposes, except for face to face communications with you.
- Use and disclosure that constitute the sale of your PHI. The Company does not sell the PHI of its customers.

Except as otherwise indicated in this notice, uses and disclosures of PHI will be made only with your written authorization subject to your right to revoke such authorization. You may revoke an authorization by submitting a written revocation to the Company at any time. If you revoke your authorization, the Company will no longer use or disclose your PHI under the authorization. However, any use or disclosure made in reliance of your authorization before its revocation will not be affected.

#### D. Uses and Disclosures Requiring Authorizations or Opportunity to Agree or Disagree Prior to the Use or Release

If you authorize in writing the Company to use or disclose your own PHI, the Company may proceed with such use or disclosure without meeting any other requirements and the use or disclosure shall be consistent with the authorization.

Disclosure of your PHI to family members, other relatives or your close personal friends is allowed if:

- The information is directly relevant to the family or friend's involvement with your care or payment for that care; and
- You have either agreed to the disclosure or have been given an opportunity to object and have not objected.

#### E. Uses and Disclosures for which Consent, Authorization or Opportunity to Object is Not Required

Use and disclosure of your PHI is allowed without your authorization or request under the following circumstances:

(1) When required by law.

(2) When permitted for purposes of public health activities, including when necessary to report product defects and to permit product recalls and to conduct post-market surveillance. PHI may also be used or disclosed if you have been exposed to a communicable disease or are at risk of spreading a disease or condition, if authorized by law.

(3) When authorized by law to report information about abuse, neglect or domestic violence. In such case, the Company will promptly inform you that such a disclosure has been or will be made unless that notice would cause a risk of serious harm. For the purpose of reporting child abuse or neglect, it is not necessary to inform the minor that such a disclosure has been or will be made. Disclosure may generally be made to the minor's parents or other representatives although there may be circumstances under federal or state law where the parents or other representatives may not be given access to the minor's PHI.

(4) The Company may disclose your PHI to a public health oversight agency for oversight activities authorized by law. This includes uses or disclosures in civil, administrative or criminal investigations; inspections; licensure or disciplinary actions (for example, to investigate complaints against providers); and other activities necessary for appropriate oversight of government benefit programs (for example, to investigate Medicare or Medicaid fraud).

(5) The Company may disclose your PHI when required for judicial or administrative proceedings. For example, your PHI may be disclosed in response to a subpoena or discovery request provided certain conditions are met. One of those conditions is that satisfactory assurances must be given to the Company that the requesting party has made a good faith attempt to provide written notice to you, and the notice provided sufficient information about the proceeding to permit you to raise an objection and no objections were raised or were resolved in favor of disclosure by the court or tribunal.

(6) When required for law enforcement purposes (for example, to report certain types of wounds).

(7) For law enforcement purposes, including for the purpose of identifying or locating a suspect, fugitive, material witness or  
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missing person. Also, when disclosing information about an individual who is or is suspected to be a victim of a crime but only if the individual agrees to the disclosure or the covered entity is unable to obtain the individual's agreement because of emergency circumstances. Furthermore, the law enforcement official must represent that the information is not intended to be used against the individual, the immediate law enforcement activity would be materially and adversely affected by waiting to obtain the individual's agreement and disclosure is in the best interest of the individual as determined by the exercise of the Company's best judgment.

(8) When required to be given to a coroner or medical examiner for the purpose of identifying a deceased person, determining a cause of death or other duties as authorized by law. Disclosure is permitted to funeral directors, consistent with applicable law, as necessary to carry out their duties with respect to the decedent. The Company may also disclose your PHI to organ procurement organizations.

(9) The Company may use or disclose PHI for government-approved research, subject to conditions.

(10) When consistent with applicable law and standards of ethical conduct if the Company, in good faith, believes the use of disclosure is necessary to prevent or lessen a serious and imminent threat to the health or safety of a person or the public and the disclosure is to a person reasonably able to prevent or lessen the threat, including the target of the threat.

(11) For certain government functions such as related to military service or national security.

(12) When authorized by and to the extent necessary to comply with workers' compensation or other similar programs established by law.

(13) That is "incident to" an otherwise permitted use or disclosure of PHI by the Company.

## **II. Rights of Individuals**

### **A. Right to Request Restrictions on Use and Disclosure of PHI**

You may request the Company to restrict its use and disclosure of your PHI to carry out treatment, payment or health care operations, or to restrict its use and disclosure to family members, relatives, friends or other persons identified by you who are involved in your care or payment for your care. However, the Company may not be required to agree to your request, unless you have paid out of pocket in full for services, depending on the specific facts.

The Company will accommodate reasonable requests to receive communications of PHI by alternative means or alternative locations, such as a location other than your home. The Company will accommodate this request if you state in writing that you would be in danger from receiving communications through the normal means.

You or your personal representative will be required to complete a form to request restrictions on uses and disclosures of your PHI.

Such requests should be made to: Suhey Nevarez, North America Chief Privacy Officer, Chubb Group, 202 Hall's Mill Road, Whitehouse Station, NJ 08889, phone: 1-833-324-9798.

### **B. Right to Inspect and Copy PHI**

You have a right to inspect and obtain a copy of your PHI contained in a "designated record set," for as long as the Company maintains the PHI.

"*Protected Health Information*" (PHI) includes all individually identifiable health information transmitted or maintained by the Company, regardless of form.

"*Designated Record Set*" includes the medical records and billing records about individuals maintained by or for a covered health care provider; enrollment, payment, billing, claims adjudication and case or medical management record systems maintained by or for a health plan; or other information used in whole or in part by or for the covered entity to make decisions about individuals. Information used for quality control or peer review analyses and not used to make decisions about individuals is not in the designated record set.

The requested information will be provided within 30 days if the information is maintained on site or within 60 days if the information is maintained offsite. A single 30-day extension is allowed if the Company is unable to comply with the deadline.

You or your personal representative will be required to complete a form to request access to the PHI in your designated record set. Requests for access to PHI should be made to: Suhey Nevarez, North America Chief Privacy Officer, Chubb Group, 202 Hall's Mill Road, Whitehouse Station, NJ 08889, phone: 1-833-324-9798.

If access is denied, you or your personal representative will be provided with a written denial setting forth the basis for the denial a description of how you may exercise those review rights and a description of how you may complain to the Secretary of Health and Human Services.

#### C. Right to Amend PHI

You have the right to request the Company to amend your PHI or a record about you in a designated record set for as long as the PHI is maintained in the designated record set.

The Company has 60 days after the request to act on the request. A single 30-day extension is allowed if the Company is unable to comply with the deadline. If the request is denied in whole or part, the Company must provide you with a written denial that explains the basis for the denial. You or your personal representative may then submit a written statement disagreeing with the denial and have that statement included with any future disclosures of your PHI.

Requests for amendment of PHI in a designated record set should be made to: Suhey Nevarez, North America Chief Privacy Officer, Chubb Group, 202 Hall's Mill Road, Whitehouse Station, NJ 08889, phone: 1-833-324-9798.

You or your personal representative(s) will be required to complete a form to request amendment of the PHI in your designated record set.

#### D. Right to Receive an Accounting of PHI Uses and Disclosures

Upon your request, the Company will provide you with an accounting of disclosures by the Company of your PHI during the six (6) years prior to the date of your request. However, such accounting need not include PHI disclosures made: (1) to carry out treatment, payment or health care operations; (2) to individuals about their own PHI; (3) prior to the compliance date; or (4) based upon your own written authorization.

If the accounting cannot be provided within 60 days, an additional 30 days is allowed if the individual is given a written statement of the reasons for the delay and the date by which the accounting will be provided.

If you request more than one accounting within a 12-month period, the Company will charge a reasonable, cost-based fee for each subsequent accounting.

#### E. Right to Obtain a Paper Copy of This Notice Upon Request (Even if you have consented to receive this notice electronically)

To obtain a paper copy of this notice contact: Suhey Nevarez, North America Chief Privacy Officer, Chubb Group, 202 Hall's Mill Road, Whitehouse Station, NJ 08889, phone: 1-833-324-9798.

#### F. Note About Personal Representatives

You may exercise your rights through a personal representative. Your personal representative will be required to produce evidence of his/her authority to act on your behalf before that person will be given access to your PHI or allowed to take any action for you. Proof of such authority may take one of the following forms:

- A power of attorney for health care purposes, notarized by a notary public;
- A court order of appointment of the person as the conservator or guardian of the individual; or
- An individual who is the parent of a minor child.

The Company retains discretion to deny access to your PHI to a personal representative to provide protection to those  
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vulnerable people who depend on others to exercise their rights under these rules and who may be subject to abuse or neglect. This also applies to personal representatives of minors.

### **III. The Company's Duties**

The Company is required by law to maintain the privacy of PHI and to provide individuals (participants and beneficiaries) with notice of its legal duties and privacy practices and to notify affected individuals of a breach of unsecured PHI. The Company is required to abide by the terms of this notice.

The Company reserves the right to change its privacy practices and to apply the changes to any PHI received or maintained by the Company prior to that date. If a privacy practice is changed, a revised version of this notice will be provided to all past and present participants and beneficiaries for whom the Company still maintains PHI. This notice and any revised version of this notice will be posted on the Company's internal website or mailed.

Any revised version of this notice will be distributed within 60 days of the effective date of any material change to the uses or disclosures, the individual's rights, the duties of the Company or other privacy practices stated in this notice.

#### **A. "Minimum Necessary" Standard**

When using or disclosing PHI, or when requesting PHI from another covered entity, the Company will make reasonable efforts not to use, disclose or request more than the minimum amount of PHI necessary to accomplish the intended purpose of the use, disclosure or request, taking into consideration practical and technological limitations.

However, the minimum necessary standard will not apply in the following situations:

- Disclosures to or requests by a health care provider for treatment;
- Uses or disclosures made to the individual;
- Disclosures made to the Secretary of HHS;
- Uses or disclosures that are required by law; and
- Uses or disclosures that are required for the Company's compliance with legal regulations.

This notice does not apply to information that has been "de-identified." De-identified information is information that does not identify an individual and with respect to which there is no reasonable basis to believe that the information can be used to identify an individual is not individually identifiable health information.

In addition, the Company may use or disclose "summary health information" to a plan sponsor for obtaining premium bids or modifying, amending or terminating the Company, which summarizes the claims history, claims expenses or type of claims experienced by individuals for whom the Company Sponsor has provided health benefits under the Company; and from which identifying information has been deleted in accordance with HIPAA.

### **IV. Your Right to File a Complaint with the Company or the HHS Secretary**

If you believe that your privacy rights have been violated, you may complain to the Company in care of: Suhey Nevarez, North America Chief Privacy Officer, Chubb Group, 202 Hall's Mill Road, Whitehouse Station, NJ 08889, phone: 1-833-324-9798.

You may file a complaint with the Secretary of the U.S. Department of Health and Human Services, Hubert H. Humphrey Building, 200 Independence Avenue S.W., Washington, D.C. 20201, calling 1-877-696-6775, or visiting [www.hhs.gov/ocr/privacy/hipaa/complaints/](http://www.hhs.gov/ocr/privacy/hipaa/complaints/).

Your complaint must be submitted within 180 days of when you believe the violation occurred. The Company will not retaliate against you for filing a complaint.



## V. Contact Information

If you have any questions regarding this notice or the subjects addressed in it, you may contact: Suhey Nevarez, North America Chief Privacy Officer, Chubb Group, 202 Hall's Mill Road, Whitehouse Station, NJ 08889, phone: 1-833-324-9798.

## VI. Chubb Group Legal Entities

This following is a list of the Chubb Group of Companies located in the United States: ACE American Insurance Company, ACE Fire Underwriters Insurance Company, ACE Insurance Company of the Midwest, ACE Life Insurance Company, ACE Property and Casualty Insurance Company, Agri General Insurance Company, Atlantic Employers Insurance Company, Bankers Standard Insurance Company, Century Indemnity Company, Chubb Custom Insurance Company, Chubb Indemnity Insurance Company, Chubb Insurance Company of New Jersey, Chubb Lloyds Insurance Company of Texas, Chubb National Insurance Company, Executive Risk Indemnity Inc. Executive Risk Specialty Insurance Company, Federal Insurance Company, Great Northern Insurance Company, Illinois Union Insurance Company, Indemnity Insurance Company of North America, Insurance Company of North America, Pacific Employers Insurance Company, Pacific Indemnity Company, Penn Millers Insurance Company, Vigilant Insurance Company, Westchester Fire Insurance Company, Westchester Surplus Lines Insurance Company, Combined Insurance Company of America, and Combined Life Insurance Company of New York. These companies have designated themselves as *hybrid entities* and only those designated health care components identified by such companies are subject to HIPAA. In addition, these companies are legally separate affiliated companies under common ownership and have designated themselves as a *single covered entity* for purposes of HIPAA compliance.

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**NOTICE OF PROTECTION PROVIDED BY  
CALIFORNIA LIFE AND HEALTH INSURANCE GUARANTEE ASSOCIATION**

This notice provides a brief summary regarding the protections provided to policyholders by the California Life and Health Insurance Guarantee Association (“the Association”). The purpose of the Association is to assure that policyholders will be protected, within certain limits, in the unlikely event that a member insurer of the Association becomes financially unable to meet its obligations. Insurance companies licensed in California to sell life insurance, health insurance, annuities and structured settlement annuities are members of the Association. The protection provided by the Association is not unlimited and is not a substitute for consumers' care in selecting insurers. This protection was created under California law, which determines who and what is covered and the amounts of coverage.

Below is a brief summary of the coverages, exclusions and limits provided by the Association. This summary does not cover all provisions of the law; nor does it in any way change anyone's rights or obligations or the rights or obligations of the Association.

**COVERAGE**

- **Persons Covered**

Generally, an individual is covered by the Association if the insurer was a member of the Association *and* the individual lives in California at the time the insurer is determined by a court to be insolvent. Coverage is also provided to policy beneficiaries, payees or assignees, whether or not they live in California.

- **Amounts of Coverage**

The basic coverage protections provided by the Association are as follows.

- **Life Insurance, Annuities and Structured Settlement Annuities**

For life insurance policies, annuities and structured settlement annuities, the Association will provide the following:

- Life Insurance
  - 80% of death benefits but not to exceed \$300,000.
  - 80% of cash surrender or withdrawal values but not to exceed \$100,000.
- Annuities and Structured Settlement Annuities
  - 80% of the present value of annuity benefits, including net cash withdrawal and net cash surrender values but not to exceed \$250,000.

The maximum amount of protection provided by the Association to an individual, for *all* life insurance, annuities and structured settlement annuities is \$300,000, regardless of the number of policies or contracts covering the individual.

- **Health Insurance**

The maximum amount of protection provided by the Association to an individual, as of July 1, 2016, is \$546,741. This amount will increase or decrease based upon changes in the health care cost component of the consumer price index to the date on which an insurer becomes an insolvent insurer. Changes to this amount will be posted on the Association's website [www.califega.org](http://www.califega.org).

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## COVERAGE LIMITATIONS AND EXCLUSIONS FROM COVERAGE

The Association may not provide coverage for this policy. Coverage by the Association generally requires residency in California. You should not rely on coverage by the Association in selecting an insurance company or in selecting an insurance policy.

The following policies and persons are among those that are excluded from Association coverage:

- A policy or contract issued by an insurer that was not authorized to do business in California when it issued the policy or contract.
- A policy issued by a health care service plan (HMO), a hospital or medical service organization, a charitable organization, a fraternal benefit society, a mandatory state pooling plan, a mutual assessment company, an insurance exchange, or a grants and annuities society.
- If the person is provided coverage by the guaranty association of another state.
- Unallocated annuity contracts; that is, contracts which are not issued to and owned by an individual and which do not guaranty annuity benefits to an individual.
- Employer and association plans, to the extent they are self-funded or uninsured.
- A policy or contract providing any health care benefits under Medicare Part C or Part D.
- An annuity issued by an organization that is only licensed to issue charitable gift annuities.
- Any policy or portion of a policy which is not guaranteed by the insurer or for which the individual has assumed the risk, such as certain investment elements of a variable life insurance policy or a variable annuity contract.
- Any policy of reinsurance unless an assumption certificate was issued.
- Interest rate yields (including implied yields) that exceed limits that are specified in Insurance Code Section 1607.02(b)(2)(C).

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### NOTICES

Insurance companies or their agents are required by law to give or send you this notice. Policyholders with additional questions should first contact their insurer or agent. To learn more about coverages provided by the Association, please visit the Association's website at [www.califega.org](http://www.califega.org), or contact either of the following:

California Life and Health Insurance Guarantee Association P.O Box 16860, Beverly Hills, CA 90209-3319 (323) 782-0182	California Department of Insurance Consumer Communications Bureau 300 South Spring Street Los Angeles, CA 90013 (800) 927- 4357
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**Insurance companies and agents are not allowed by California law to use the existence of the Association or its coverage to solicit, induce or encourage you to purchase any form of insurance. When selecting an insurance company, you should not rely on Association coverage. If there is any inconsistency between this notice and California law, then California law will control.**

## Participating Organization Endorsement

This Endorsement form is made a part of the Policy to which it is attached as of the Effective Date shown above. If no Effective Date is shown, this form takes effect as of the Policy Effective Date shown in the Policy's Master Application. This form is subject to all of the terms, limitations and exclusions of the Policy except as they are changed by it.

**I.** This definition is added to the Definitions section of the Policy:

Participating Organization – means any individual, firm, corporation or other organization which meets these tests:

1. it elects coverage or elects to offer coverage under the Policy by completing a Participating Organization Application; and
2. its Application has been accepted by Us; and
3. it pays any required premium when due;

while coverage through the Participating Organization is available under the Policy.

**II.** This section is added to the Policy:

### **PARTICIPATING ORGANIZATION EFFECTIVE AND TERMINATION DATES**

**A. EFFECTIVE DATE.** A Participating Organization's coverage under the Policy begins on the later of:

1. the Participating Organization Effective Date shown in the Participating Organization Application on the first day of the Policy Term at the address of the Participating Organization shown in the Participating Organization Application; or
2. the Policy Effective Date shown in the Master Application.

**B. TERMINATION DATE.** We may terminate the Participating Organization's coverage under the Policy by giving 31 days advance notice in writing to the Participating Organization. Either We or the Participating Organization may terminate the Participating Organization's coverage under the Policy on any premium due date by giving 31 days advance written notice to the other party. The Participating Organization's coverage under the Policy may also, at any time, be terminated by the mutual written consent of Us and the Participating Organization.

A Participating Organization's coverage terminates automatically on the first of these dates:

1. the Participating Organization Termination Date shown on the Participating Organization Application; or
2. the premium due date if any required premiums are not paid when due; or
3. the date the Policy terminates.

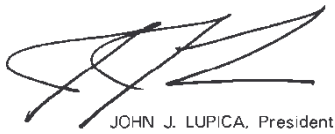
III. This language applies to each Amendment form attached to the Policy:

Any Amendment form applies only to accidents that occur on or after the later of:

1. the effective date of each such form; or
2. the effective date of the Participating Organization's coverage under the Policy.

Each such form applies to a Participating Organization's coverage only if the Participating Organization has elected the coverage described in the form as shown in the Participating Organization Application.

Signed for ACE American Insurance Company in Philadelphia, Pennsylvania.



JOHN J. LUPICA, President



Brandon Peene, Secretary

## Participating Organization Application

- I. Application is hereby made for a plan of Blanket Accident Insurance based on the following statements and representations:

**1. Identification of Policyholder:**

Name of Policyholder: Trustee of the College, Universities and Technical Schools  
Industry Trust  
Address of Policyholder: Delaware  
Policy Number: ADD N0484905A

**2. Identification of Participating Organization:**

Name of Participating Organization: Santa Clara University  
Address of Participating Organization: 500 El Camino Real  
  
Santa Clara, CA 95053

**3. Classification of Eligible Persons:**

Class 1 All students, employees, and invited guests\* of the Participating Organization. \*Guests means individuals invited and authorized to participate in a Covered Activity that is under the control of the Participating Organization.

\*Dependents of Class(es) 1 are eligible for coverage under this Policy.

**4. Participating Organization Riders and/or Endorsements:**

The following Rider and/or Endorsement, if any, are attached to and made part of the Participating Organization's coverage under the Policy as of the Participating Organization Effective Date. Each Endorsement and Amendment is subject to all provisions, limitations and exclusions of the Policy that are not specifically modified by the Rider and/or Endorsement.

<b>FORM NO.</b>	<b>DESCRIPTION</b>
AH-10051a	Participation Organization Endorsement

**5. Participating Organization Coverage:**

**Covered Activities:**

Class 1 Educational Travel including Limited  
Personal Deviation

Dependents of Class 1

Educational Travel including Limited Personal Deviation

**Benefits:**

Accidental Death & Dismemberment

**Additional Benefits:**

- Carjacking Benefit
- Coma Benefit
- Emergency Medical Benefit
- Emergency Medical Evacuation Benefit
- Home Alteration and Vehicle Modification Benefit
- Rehabilitation Benefit
- Repatriation of Remains Benefit
- Seatbelt and Airbag Benefit
- Security Evacuation Benefit

**6. Premiums:**

\$41,568.00 per Policy Term

Such Premiums are due and payable in the following manner: The Applicant agrees to pay, in advance, the required Premium for these coverages.

**7. Participating Organization’s Policy Term:** July 1, 2023 to July 1, 2024

- II. The undersigned Participating Organization hereby elects the Blanket Accident Insurance Benefits provided by ACE American Insurance Company as outlined on this Participating Organization Application. It is agreed that this Application for Insurance Benefits replaces any prior application made for the same coverage.

**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.**

\_\_\_\_\_  
Signed for the Participating Organization

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_

Signed by Licensed Resident Agent  
(Where Required by Law)



# Blanket Accident Policy

**POLICYHOLDER:** Trustee of the College, Universities and  
Technical Schools Industry Trust on  
behalf of the Participating Organization

**PARTICIPATING ORGANIZATION:** Santa Clara University

**POLICY NUMBER:** ADD N0484905A

**POLICY EFFECTIVE DATE:** July 1, 2023

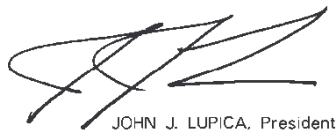
**POLICY TERM:** July 1, 2023 to July 1, 2024

**STATE OF DELIVERY:** Delaware

This Policy takes effect at 12:00 a.m. (midnight) at the Participating Organization's address on the Policy Effective Date shown above. It will remain in effect for the duration of the Policy Term shown above if the premium is paid according to the agreed terms. This Policy terminates at 12:00 a.m. (midnight) at the Participating Organization's address, on the last day of the Policy Term unless the Participating Organization and We agree to continue coverage under this Policy for an additional Policy Term. If coverage is continued for an additional Policy Term and the required premiums are paid on or before the Premium Due Date, We will issue an amendment to identify the new Policy Term.

This Policy is governed by the laws of the state in which it is delivered.

Signed for ACE American Insurance Company in Philadelphia, Pennsylvania.



JOHN J. LUPICA, President



Brandon Peene, Secretary

**THIS IS A BLANKET ACCIDENT INSURANCE POLICY. IT PAYS BENEFITS FOR SPECIFIC  
LOSSES FROM ACCIDENT ONLY.  
BENEFITS ARE NOT PAID FOR LOSS DUE TO SICKNESS.  
PLEASE READ THE POLICY CAREFULLY.**

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## SCHEDULE OF BENEFITS

**PREMIUM DUE DATE:** On or before the Policy Effective Date, and subsequently, on the Renewal Date, if the Policy is renewed for an additional term.

**AGGREGATE LIMIT:**

Benefit Maximum: per Covered Accident: \$2,500,000

We will not pay more than the Benefit Maximum for all Accidental Death & Dismemberment losses per Covered Accident. If, in the absence of this provision, We would pay more than Benefit Maximum for all losses from one Covered Accident, then the benefits payable to each person with a valid claim will be reduced proportionately, so the total amount We will pay is the Benefit Maximum.

**CLASSES OF ELIGIBLE PERSONS:**

A person may be insured only under one Class of Eligible Persons even though he or she may be eligible under more than one class.

Class 1 All students, employees, and invited guests\* of the Participating Organization.  
\*Guests means individuals invited and authorized to participate in a Covered Activity that is under the control of the Participating Organization.

\*Dependents of Class(es) 1 Insureds are eligible for Coverage under this Policy.

**PLAN BENEFITS & COVERED ACTIVITIES:**

**Accidental Death & Dismemberment Benefits**

Class 1 Principal Sum	\$50,000 Educational Travel including Limited Personal Deviation
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Spouse of Class 1	\$50,000
Dependents of Class 1	\$10,000 Educational Travel including Limited Personal Deviation

**Carjacking Benefit:**

Benefit Amount: 10% of the Covered Person's Principal Sum up to a Maximum Benefit of \$5,000

**Coma Benefit**

Benefits are payable initially as 1% of the Principal Sum per Month up to 11 months and thereafter in a lump sum of 100% of the Principal Sum.

**Emergency Medical Benefits**

Benefit Maximum: up to \$10,000

**Emergency Medical Evacuation Benefit**

Benefit Maximum: 100% of Covered Expenses

**Home Alteration and Vehicle Modification Benefit**

Benefit Maximum: 10% of the Covered Person's Principal Sum up to a Maximum Benefit of \$5,000

**Rehabilitation Benefit**

Benefit Amount: 10% of the Covered Person's Principal Sum up to a Maximum Benefit of \$5,000

**Repatriation of Remains Benefit**

Benefit Maximum: 100% of Covered Expenses

**Seatbelt and Airbag Benefit**

Seatbelt Benefit Amount: 10% of the Covered Person's Principal Sum up to a Maximum Benefit of \$5,000

Airbag Benefit Amount: 10% of the Covered Person's Principal Sum up to a Maximum Benefit of \$5,000

Default Benefit Amount: \$1,000

**Security Evacuation Expense Benefit**

Benefit Maximum: \$50,000

Aggregate Limit per Occurrence: \$1,000,000

**INITIAL PREMIUM RATES:** \$41,568.00 per Policy Term

## DEFINITIONS

Please note, certain words used in this document have specific meanings. These terms will be capitalized throughout the document. The definition of any word, if not defined in the text where it is used, may be found either in this Definitions section or in the *Schedule of Benefits*.

**“Active Service”** means a Covered Person is either 1) actively at work performing all regular duties at his or her employer’s place of business or someplace the employer requires him or her to be; 2) employed, but on a scheduled holiday, vacation day, or period of approved paid leave of absence; or 3) if not employed, able to engage in substantially all of the usual activities of a person in good health of like age and sex and not confined in a Hospital or rehabilitation or rest facility.

**“Covered Accident”** means an accident that occurs while coverage is in force for a Covered Person and results directly and independently of all other causes in a loss or Injury covered by the Policy for which benefits are payable.

**“Covered Activity”** means any activity in which a Covered Person must be engaged when a Covered Accident occurs in order to be eligible for benefits under the Policy. These Covered Activities are listed in the *Schedule of Benefits* and described in the Hazards section of the Policy.

**“Covered Loss” or “Covered Losses”** means an accidental death, dismemberment, or other Injury covered under the Policy.

**“Covered Person”** means any eligible person, including Dependents if eligible for coverage under the Policy, for whom the required premium is paid. If the cost for this insurance is paid for by the Policyholder, individual applications are not required for an eligible person to be a Covered Person.

**“Dependent”** means an Insured’s lawful spouse or an Insured’s unmarried child, from the moment of birth to age 26, who is chiefly dependent on the Insured for support. A child, for eligibility purposes, includes an Insured’s natural child; adopted child, beginning with any waiting period pending finalization of the child’s adoption; or a stepchild who resides with the Insured or depends on the Insured for financial support. A Dependent may also include any person related to the Insured by blood or marriage and for whom the Insured is allowed a deduction under the Internal Revenue Code.

Insurance will continue for any Dependent child who reaches the age limit and continues to meet the following conditions: 1) the child is handicapped, 2) is not capable of self-support and 3) depends mainly on the Insured for support and maintenance. The Insured must send Us satisfactory proof that the child meets these conditions, when requested. We will not ask for proof more than once a year.

**“Dependent”** also means an Insured’s Domestic Partner. **“Domestic Partner”** means a person of the same or opposite sex of the Insured who:

- 1) shares the Insured’s primary residence;
- 2) has resided with the Insured for at least 12 months prior to the date of enrollment and is expected to reside with the Insured indefinitely;
- 3) is financially interdependent with the Insured in each of the following ways;

- a. by holding one or more credit or bank accounts, including a checking account, as joint owners;
  - b. by owning or leasing their permanent residence as joint tenants;
  - c. by naming, or being named by the other as a beneficiary of life insurance or under a will;
  - d. by each agreeing in writing to assume financial responsibility for the welfare of the other.
- 4) has signed a Domestic Partner declaration with Insured, if recognized by the laws of the state in which he or she resides with the Insured;
  - 5) has not signed a Domestic Partner declaration with any other person within the last 12 months.
  - 6) is 18 years of age or older;
  - 7) is not currently married to another person;
  - 8) is not in a position as a blood relative that would prohibit marriage.

**“Doctor”** means a licensed health care provider acting within the scope of his or her license and rendering care or treatment to a Covered Person that is appropriate for the conditions and locality. It will not include a Covered Person or a member of the Covered Person’s Immediate Family or household.

**“Hospital”** means an institution that: 1) operates as a Hospital pursuant to law for the care, treatment, and providing of in-patient services for sick or injured persons; 2) provides 24-hour nursing service by Registered Nurses on duty or call; 3) has a staff of one or more licensed Doctors available at all times; 4) provides organized facilities for diagnosis, treatment and surgery, either: (i) on its premises; or (ii) in facilities available to it, on a pre-arranged basis; 5) is not primarily a nursing care facility, rest home, convalescent home, or similar establishment, or any separate ward, wing or section of a Hospital used as such; and 6) is not a place for drug addicts, alcoholics, or the aged.

**“Injury”** means accidental bodily harm sustained by a Covered Person that results directly and independently from all other causes from a Covered Accident. The Injury must be caused solely through external, violent and accidental means. All injuries sustained by one person in any one Covered Accident, including all related conditions and recurrent symptoms of these injuries, are considered a single Injury.

**“Insured”** means a person in a Class of Eligible Persons for whom the required premium is paid making insurance in effect for that person.

**“Medical Emergency”** means a condition caused by an Injury or Sickness that manifests itself by symptoms of sufficient severity that a prudent lay person possessing an average knowledge of health and medicine would reasonably expect that failure to receive immediate medical attention would place the health of the person in serious jeopardy.

**“Medically Necessary”** means a treatment, service or supply that is: 1) required to treat an Injury; 2) prescribed or ordered by a Doctor or furnished by a Hospital; 3) performed in the least costly setting required by the Covered Person’s condition; and 4) consistent with the medical and surgical practices prevailing in the area for treatment of the condition at the time rendered. Purchasing or renting 1) air conditioners; 2) air purifiers; 3) motorized transportation equipment; 4) escalators or elevators in private homes; 5) eye glass frames or lenses; 6) hearing aids; 7) swimming pools or supplies for them; and 8) general exercise equipment are not Medically Necessary. A service or supply may not be Medically Necessary if a less intensive or more

appropriate diagnostic or treatment alternative could have been used. We may consider the cost of the alternative to be the Covered Expense.

**“Sickness”** means an illness, disease or condition of the Covered Person that causes a loss for which a Covered Person incurs medical expenses while covered under this Policy. All related conditions and recurrent symptoms of the same or similar condition will be considered one Sickness.

**“We,” “Our,” “Us”** means the insurance company underwriting this insurance or its authorized agent.

## **ELIGIBILITY FOR INSURANCE**

Each person in one of the Classes of Eligible Persons shown in the *Schedule of Benefits* is eligible to be insured on the Policy Effective Date, or the day he or she becomes eligible, if later. We maintain the right to investigate eligibility status and attendance records to verify eligibility requirements are met. If We discover the eligibility requirements are not met, Our only obligation is to refund any premium paid for that person.

An Insured's Dependent is eligible on the date:

1. the Insured is eligible, if the Insured has Dependents on that date; or
2. the date the person becomes a Dependent, if later.

In no event will a Dependent be eligible if the Insured is not eligible.

## **EFFECTIVE DATE OF INSURANCE**

An Eligible Person will be insured on the later of Policy Effective Date or the date he or she is eligible, if not required to contribute to the cost of this insurance.

If an Eligible Person or Dependent is not in Active Service on the date insurance would otherwise be effective, it will be effective on the date he or she returns to Active Service. A Dependent's insurance will not be in effect prior to the date an Eligible Person is insured.

## **TERMINATION DATE OF INSURANCE**

An Insured's coverage will end on the earliest of the date:

1. the Policy terminates;
2. the Insured is no longer eligible; or
3. the period ends for which premium is paid.

A Dependent's coverage will end on the earliest of the date:

1. he or she is no longer a Dependent;
2. the Insured's coverage ends; or
3. the period ends for which premium is paid.

Termination of the Policy will not affect Trip coverage, if premium for the Trip is paid prior to the actual start of the Trip.



## DESCRIPTION OF BENEFITS

The following Provisions explain the benefits available under the Policy. Please see the *Schedule of Benefits* for the applicability of these benefits on a class level.

### Accidental Death and Dismemberment Benefits

If Injury to the Covered Person results in any one of the losses shown below within 365 days from the date of a Covered Accident, We will pay the Benefit Amount shown below for that loss. The Principal Sum is shown in the *Schedule of Benefits*. If multiple losses occur, only one Benefit Amount, the largest, will be paid for all losses due to the same Covered Accident.

#### Schedule of Covered Losses

Covered Loss	Benefit Amount
Life.....	100% of the Principal Sum
Two or more Members.....	100% of the Principal Sum
Quadriplegia .....	100% of the Principal Sum
One Member.....	50% of the Principal Sum
Hemiplegia.....	75% of the Principal Sum
Paraplegia .....	75% of the Principal Sum
Thumb and Index Finger of the Same Hand .....	25% of the Principal Sum
Uniplegia.....	25% of the Principal Sum

“Quadriplegia” means total Paralysis of both upper and lower limbs. “Hemiplegia” means total Paralysis of the upper and lower limbs on one side of the body. “Uniplegia” means total Paralysis of one lower limb or one upper limb. “Paraplegia” means total Paralysis of both lower limbs or both upper limbs. “Paralysis” means total loss of use. A Doctor must determine the loss of use to be complete and not reversible at the time the claim is submitted.

“Member” means Loss of Hand or Foot, Loss of Sight, Loss of Speech and Loss of Hearing. “Loss of Hand or Foot” means complete Severance through or above the wrist or ankle joint. “Loss of Sight” means the total, permanent Loss of Sight of one eye. “Loss of Speech” means total and permanent loss of audible communication that is irrecoverable by natural, surgical or artificial means. “Loss of Hearing” means total and permanent Loss of Hearing in both ears that is irrecoverable and cannot be corrected by any means. “Loss of a Thumb and Index Finger of the Same Hand” means complete Severance through or above the metacarpophalangeal joints of the same hand (the joints between the fingers and the hand). “Severance” means the complete separation and dismemberment of the part from the body.

### Carjacking Benefit

We will pay the benefit shown in the *Schedule of Benefits*, if the Covered Person suffers a Covered Loss resulting directly and independently of all other causes from a Covered Accident that occurs during a Carjacking of an Automobile that the Covered Person was operating, getting into or out of, or riding in as a passenger. Verification of the Carjacking must be made part of an official police report within 24 hours of the Carjacking, or as soon as reasonably possible, or be certified in writing by the investigating officer(s) within 24 hours of the Carjacking, or as soon as reasonably possible.

"Carjacking" means a person other than the Covered Person taking unlawful possession of an Automobile by means of force or threats against the person(s) then rightfully occupying such Automobile.

"Automobile" means a self-propelled private passenger motor vehicle with four or more wheels that is of a type both designed and required to be licensed for use on highways of any state or country. Automobile includes, but is not limited to, a sedan, station wagon, sport utility vehicle, and a motor vehicle of the pickup, panel, van, camper or motor home type. Automobile does not include a mobile home or any motor vehicle that is used in mass or public transit.

### **Coma Benefit**

We will pay the Coma Benefit shown in the *Schedule of Benefits* if a Covered Person becomes Comatose within 31 days of a Covered Accident and remains in a Coma for at least 31 days.

We reserve the right, at the end of the first 31 days of Coma, to require proof that the Covered Person remains Comatose. This proof may include, but is not limited to, requiring an independent medical examination at Our expense.

We will pay this benefit in periodic payments and a lump sum as shown in the *Schedule of Benefits*. Periodic payments will end on the first of the following dates:

1. the end of the month in which the Covered Person dies;
2. the end of the 11th month for which this benefit is payable;
3. the end of the month in which the Insured recovers from the Coma.

A person is deemed "Comatose" or in a "Coma" if he or she is in a profound stupor or state of complete and total unconsciousness, as the result of a Covered Accident.

### **Emergency Medical Benefits**

We will pay Emergency Medical Benefits as shown in the *Schedule of Benefits* for Covered Expenses incurred for emergency medical services to treat a Covered Person. Benefits are payable up to the Maximum Benefit shown in the *Schedule of Benefits* if the Covered Person:

1. suffers a Medical Emergency during the course of the Trip; and
2. is traveling 100 miles or more away from his or her place of permanent residence.

Covered Expenses:

1. Medical Expense Guarantee: expenses for guarantee of payment to a medical provider.
2. Hospital Admission Guarantee: expenses for guarantee of payment to a Hospital or treatment facility.

Benefits for these Covered Expenses will not be payable unless:

1. the charges incurred are Medically Necessary and do not exceed the charges for similar treatment, services or supplies in the locality where the expense is incurred; and
2. do not include charges that would not have been made if there were no insurance.

Benefits will not be payable unless We (or Our authorized assistance provider) authorize in writing, or by an authorized electronic or telephonic means, all expenses in advance, and services are rendered by Our assistance provider.

### **Emergency Medical Evacuation Benefit**

We will pay Emergency Medical Evacuation Benefits as shown in the Schedule of Benefits for Covered Expenses incurred for the medical evacuation of a Covered Person. Benefits are payable up to the Benefit Maximum shown in the Schedule of Benefits if the Covered Person:

1. suffers a Medical Emergency during the course of the Trip;
2. requires Emergency Medical Evacuation; and
3. is traveling 100 miles or more away from his or her place of permanent residence.

Covered Expenses:

1. Medical Transport: expenses for transportation under medical supervision to a different hospital, treatment facility or to the Covered Person's place of residence for Medically Necessary treatment in the event of the Covered Person's Medical Emergency and upon the request of the Doctor designated by Our assistance provider in consultation with the local attending Doctor.
2. Dispatch of a Doctor or Specialist: the Doctor's or specialist's travel expenses and the medical services provided on location, if, based on the information available, a Covered Person's condition cannot be adequately assessed to evaluate the need for transport or evacuation and a doctor or specialist is dispatched by Our service provider to the Covered Person's location to make the assessment.
3. Return of Dependent Child(ren): expenses to return each Dependent child who is under age 18 to his or her principal residence if a) the Covered Person is age 18 or older; and b) the Covered Person is the only person traveling with the minor Dependent child(ren); and c) the Covered Person suffers a Medical Emergency and must be confined in a Hospital.
4. Escort Services: expenses for an Immediate Family Member, or companion who is traveling with the Covered Person, to join the Covered Person during the Covered Person's emergency medical evacuation to a different hospital, treatment facility or the Covered Person's place of residence.
5. Transportation After Stabilization: if We have evacuated the Covered Person to a medical facility due to an emergency Medical Evacuation, We will pay the Covered Person's transportation costs to: a) his or her Home Country, or b) his or her host country, or c) to join the group if they have moved onward to a different location.

Benefits for these Covered Expenses will not be payable unless:

1. the Doctor ordering the Emergency Medical Evacuation certifies the severity of the Covered Person's Medical Emergency requires an Emergency Medical Evacuation;
2. all transportation arrangements made for the Emergency Medical Evacuation are by the most direct and economical conveyance and route possible;
3. the charges incurred are Medically Necessary and do not exceed the charges for similar transportation, treatment, services or supplies in the locality where the expense is incurred; and
4. do not include charges that would not have been made if there were no insurance.

Benefits will not be payable unless We (or Our authorized assistance provider) authorize in writing, or by an authorized electronic or telephonic means, all expenses in advance, and services are rendered by Our assistance provider. In the event the Covered Person refuses to be medically evacuated, we will not be liable for any medical expenses incurred after the date medical evacuation is recommended.

### **Home Alteration and Vehicle Modification Benefit**

We will pay benefits shown in the *Schedule of Benefits*, subject to the following conditions, when the Covered Person suffers a Covered Loss, other than a Loss of Life, resulting directly and independently of all other causes from a Covered Accident.

This benefit will be payable if all of the following conditions are met:

1. prior to the date of the Covered Accident causing such Covered Loss, the Covered Person did not require the use of any adaptive devices or adaptation of residence and/or vehicle;
2. as a direct result of such Covered Loss, the Covered Person now requires such adaptive devices or adaptation of residence and/or vehicle to maintain an independent lifestyle;
3. the Covered Person requires home alteration or vehicle modification within one year of the date of the Covered Accident.

### **Rehabilitation Benefit**

We will pay the Rehabilitation Benefits shown in the *Schedule of Benefits*, if:

1. a Covered Person suffers an Accidental Dismemberment covered under the Policy; and
2. is participating in a Rehabilitation Program due to an Accidental Dismemberment; and
3. the Rehabilitation Program is prescribed by a Doctor.

Benefits are payable for:

1. the facility providing the Rehabilitation Program in which the Covered Person is participating; and
2. Immediate Family Members who incur expenses for travel to and from the location at which the Covered Person is participating in a Rehabilitation Program provided that actual receipts are submitted with the claim.

Benefits will end when the first of the following events occur:

1. the date the Covered Person completes the Rehabilitation Program;
2. the date the Covered Person dies.

“Immediate Family Member” means a Covered Person’s parent, grandparent, spouse, child, brother, sister, or in-laws.

“Rehabilitation Program” means a specialized, intensive program for rehabilitation or assimilation at an accredited medical facility specializing in research, surgery, and training of persons with Accidental Dismemberment Covered Losses as outlined in the *Schedule of Covered Losses*.

### **Repatriation of Remains Benefit**

We will pay Repatriation of Remains Benefits as shown in the *Schedule of Benefits* for preparation and return of a Covered Person’s body to his or her home if he or she dies as a result of a Medical Emergency while traveling 100 miles or more away from his or her place of permanent residence.

Covered expenses include:

1. expenses for embalming or cremation;
2. the least costly coffin or receptacle adequate for transporting the remains;
3. transporting the remains.

4. Escort Services: expenses for an Immediate Family Member, or companion who is traveling with the Covered Person, to join the Covered Person body during the repatriation to the Covered Person's place of residence.

All transportation arrangements must be made by the most direct and economical route and conveyance possible and may not exceed the Covered Expenses for similar transportation in the locality where the expense is incurred.

Benefits will not be payable unless We (or Our authorized assistance provider) authorize in writing, or by an authorized electronic or telephonic means, all expenses in advance, and services are rendered by Our assistance provider.

### **Seatbelt and Airbag Benefit**

We will pay benefits shown in the *Schedule of Benefits*, subject to the conditions described below, when a Covered Person dies or is dismembered directly and independently from Injuries sustained while wearing a seatbelt and operating or riding as a passenger in an Automobile. An additional benefit is provided, if the Covered Person was also positioned in a seat protected by a properly-functioning and properly deployed Supplemental Restraint System (Airbag).

Verification of proper use of the seatbelt at the time of the Covered Accident and that the Supplemental Restraint System properly inflated upon impact must be a part of an official police report of the Covered Accident or be certified, in writing, by the investigating officer(s) and submitted with the Covered Person's claim to Us.

If such certification or police report is not available or it is unclear whether the Covered Person was wearing a seatbelt or positioned in a seat protected by a properly functioning and properly deployed Supplemental Restraint System, We will pay a default benefit shown in the *Schedule of Benefits* to the Covered Person's beneficiary.

In the case of a child, seatbelt means a child restraint, as required by state law and approved by the National Highway Traffic Safety Administration, properly secured and being used as recommended by its manufacturer for children of like age and weight at the time of the Covered Accident.

"Supplemental Restraint System" means an airbag that inflates upon impact for added protection to the head and chest areas.

"Automobile" means a self-propelled, private passenger motor vehicle with four or more wheels that is a type both designed and required to be licensed for use on the highway of any state or country. Automobile includes, but is not limited to, a sedan, station wagon, sport utility vehicle, or a motor vehicle of the pickup, van, camper, or motor home type. Automobile does not include a mobile home or any motor vehicle that is used in mass or public transit.

### **Security Evacuation Expense Benefit**

We will pay Security Evacuation Expense Benefits to the Covered Person, if:

1. an Occurrence takes place during the Covered Activity described in the Policy and his or her Term of Coverage; and
2. while he or she is traveling outside of his or her Home Country.

Benefits will be subject to the Benefit Maximum shown in the *Schedule of Benefits*.

Benefits will be paid for:

1. the Covered Person's Transportation and Related Costs to the Nearest Place of Safety necessary to ensure his or her safety and well-being as determined by the Designated Security Consultant.
2. the Covered Person's Transportation within 5 days of the Security Evacuation to either of the following locations as chosen by the Covered Person:
  - a. back to the country in which the Covered Person is traveling during the Covered Activity but only if 1) coverage remains in force under the Policy; and 2) there is no U.S. State Department Travel Warning in place on the date the Covered Person is scheduled to return; or
  - b. the Covered Person's Home Country; or
  - c. where the Policyholder that sponsored the Covered Person's Trip is located.
3. consulting services by a Designated Security Consultant for seeking information on a Missing Person or kidnapping case, if the Covered Person is considered kidnapped or a Missing Person by local or international authorities.

Security Evacuation Expense Benefits are payable only once for a Covered Person for any one Occurrence.

Benefits will not be payable unless We (or Our authorized assistance provider) authorize in writing, or by an authorized electronic or telephonic means, all expenses in advance, and services are rendered by Our assistance provider. Our assistance provider is not responsible for the availability of Transport services. Where a Security Evacuation becomes impractical due to hostile or dangerous conditions, a Designated Security Consultant will endeavor to maintain contact with the Covered Person until a Security Evacuation occurs.

Right of Recovery - If, after a Security Evacuation is completed, it becomes evident that the Covered Person was an active participant in the events that led to the Occurrence, We have the right to recover all Transportation and Related Costs from the Covered Person.

Changes in Terms and Conditions - The terms and conditions of this benefit may be changed at any time to reflect conditions that, in Our opinion, constitute a change in the Policyholder's Security Evacuation exposure. We will give at least 31 days advance written notice (or authorized electronic or telephonic means) to the Policyholder of any change in the terms and condition of this benefit.

"Appropriate Authority(ies)" means the U.S. State Department, the government authority(ies) in the Covered Person's Home Country or Country of Residence or the government authority(ies) of the Host Country.

"Designated Security Consultant" means an employee of a security firm under contract with Us or Our assistance provider who is experienced in security and measures necessary to ensure the safety of the Covered Person(s) in his or her care.

"Evacuation Advisory" means a formal recommendation issued by the Appropriate Authority(ies) that the Covered Person or citizens of his or her Home Country or Country of Residence or citizens of the Host Country leave the Host Country.

“Host Country” means any country, other than an OFAC excluded country, in which the Covered Person is traveling while covered under the Policy.

“Missing Person” means a Covered Person who disappeared for an unknown reason and whose disappearance was reported to the Appropriate Authority(ies).

“Natural Disaster” means storm (wind, rain, snow, sleet, hail, lightning, dust or sand), earthquake, flood, volcanic eruption, wildfire or other similar event that:

1. is due to natural causes; and
2. results in such severe and widespread damage that the area of damage is officially declared a disaster area by the government in which the Covered Person’s Trip occurs and the area is deemed to be uninhabitable or dangerous.

Natural disaster does not mean nuclear reactions, uninhabitable property, transportation strikes, lost or stolen passport or travel documents, radiation or radioactive contamination, civil disorder and other similar events.

“Nearest Place of Safety” means a location determined by the Designated Security Consultant where:

1. the Covered Person can be assumed safe from the Occurrence that precipitated the Covered Person’s Security Evacuation; and
2. the Covered Person has access to Transportation; and
3. the Covered Person has the availability of temporary lodging, if needed.

“Occurrence” means any of the following situations involving a Covered Person that trigger the need for a Security Evacuation;

1. expulsion from a Host Country or being declared persona non-grata on the written authority of the recognized government of a Host Country;
2. political or military events involving a Host Country, if the Appropriate Authority(ies) issue an advisory stating that citizens of the Covered Person’s Home Country or Country of Residence or citizens of the Host Country should leave the Host Country;
3. Natural Disaster within seven (7) days of an event;
4. deliberate physical harm of the Covered Person confirmed by documentation or physical evidence or a threat against the Covered Person’s health and safety as confirmed by documentation and/or physical evidence;
5. the Covered Person had been deemed kidnapped or a Missing Person by local or international authorities and, when found, his or her safety and/or well-being are in question within seven days.

“Related Costs” means lodging and, if necessary, physical protection for the Covered Person during or while waiting for Transport to the Nearest Place of Safety. Related Costs will include temporary lodging, if necessary, while a Covered Person is waiting to be transported back to the Host Country, Home Country or other country where the Policyholder that sponsored the Covered Person’s Trip is located. Benefits will not be payable for Related Costs unless We (or Our authorized assistance provider) authorize in writing, or by an authorized electronic or telephonic means, all expenses in advance, and services are rendered by Our assistance provider.

“Security Evacuation” means the extrication of a Covered Person from the Host Country due to an Occurrence which could result in grave physical harm or death to the Covered Person.

“Transport” or “Transportation” means the most efficient and available method of conveyance, where practical, economy fare will be utilized. If possible, the Covered Person’s common carrier tickets will be used.

Additional Exclusions - We will not pay Security Evacuation Expense Benefits for expenses and fees:

1. payable under any other provision of the Policy.
2. that are recoverable through the Covered Person’s employer or other entity sponsoring the Covered Person’s Trip.
3. arising from or attributable to an actual fraudulent, dishonest or criminal act committed or attempted by the Covered Person, acting alone or in collusion with other persons.
4. arising from or attributable to an alleged:
  - a. violation of the laws of the country in which the Covered Person is traveling while covered under the Policy; or
  - b. violation of the laws of the Covered Person’s Home Country or Country of Residence.
5. due to the Covered Person’s failure to maintain and possess duly authorized and issued required travel documents and visas.
6. for repatriation of remains expenses.
7. for common or endemic or epidemic diseases or global pandemic disease as defined by the World Health Organization.
8. for medical services.
9. for monies payable in the form of a ransom, if a Missing Person case evolves into a kidnapping.
10. arising from or attributable, in whole or in part, to:
  - a. a debt, insolvency, commercial failure, the repossession of any property by any title holder or lien holder or any other financial cause;
  - b. non-compliance by the Covered Person with regard to any obligation specified in a contract or license.
11. due to military or political issues if the Covered Person’s Security Evacuation request is made more than 10 days after the Appropriate Authority(ies) Advisory was issued.
12. failure of a Covered Person to cooperate with Us or Our assistance provider with regard to a Security Evacuation. Such cooperation includes, but is not limited to, failure to provide any documents needed to extricate the Covered Person, failure to follow the directions given by Our designated security consultants during a Security Evacuation.

If a Covered Person refuses to participate in a Security Evacuation, or any part of a Security Evacuation, no further benefits will be payable under the Security Evacuation Expense Benefit for that Occurrence.

### **HAZARDS INSURED AGAINST**

We will pay benefits described in this Policy when a Covered Person suffers a loss or Injury as a result of a Covered Accident during one of the Covered Activities listed in the *Schedule of Benefits*. We will only pay benefits if the Insured is engaged in one of the hazards described below when the Covered Accident occurs. Unless otherwise specified, We pay benefits only once for any one Covered Accident, even if it is covered by more than one hazard.

### **Exposure & Disappearance**



Coverage under this hazard includes exposure to the elements after the forced landing, stranding, sinking, or wrecking of a vehicle in which the Covered Person was traveling.

A Covered Person is presumed dead if:

1. he or she is in a vehicle that disappears, sinks, or is stranded or wrecked on a trip covered by this Policy; and
2. the body is not found within one year of the Covered Accident.

### **Educational Travel including Limited Personal Deviation**

The Covered Accident must take place while traveling:

1. away from the Policyholder's premises; and
2. engaging in educational activities sponsored by the Policyholder.

This coverage will start at the actual start of the trip. It does not matter whether the trip starts at the Covered Person's home, place of work, or other place. It will end on the first of the following dates to occur:

1. the date a Covered Person returns to his or her home;
2. the scheduled trip return date; or
3. the date a Covered Person's Personal Deviation is more than 14 day(s).

"Personal Deviation" means:

1. an activity that is not reasonably related to the Covered Activity; and
2. not incidental to the purpose of the trip.

### **Owned Aircraft Not Covered**

Benefits will not be paid if the aircraft is owned, leased, or controlled by the Policyholder or any of the Policyholder's affiliates. An aircraft will be deemed "controlled" by the Policyholder if the Policyholder may use it for more than 10 straight days or more than 15 days in any year.

## EXCLUSIONS

We will not pay benefits for any loss or Injury that is caused by, or results from:

- intentionally self-inflicted Injury. (applicable to Accidental Death and Dismemberment Benefit only)
- suicide or attempted suicide. (applicable to Accidental Death and Dismemberment Benefit only)
- war or any act of war, whether declared or not.
- a Covered Accident that occurs while on active duty service in the military, naval or air force of any country or international organization. Upon Our receipt of proof of service, We will refund any premium paid for this time. Reserve or National Guard active duty training is not excluded unless it extends beyond 31 days.
- sickness, disease, bodily or mental infirmity, bacterial or viral infection, or medical or surgical treatment thereof, except for any bacterial infection resulting from an accidental external cut or wound or accidental ingestion of contaminated food.
- piloting or serving as a crewmember in any aircraft (except as provided by the Policy).
- commission of, or attempt to commit, a felony.
- riding in any aircraft except as a fare-paying passenger on a regularly scheduled or charter airline.
- commission of or active participation in a riot or insurrection.
- Injury or loss contributed to the use of any drug or narcotic, except as prescribed by a Doctor.

This insurance does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit Us from providing insurance, including, but not limited to, the payment of claims.

## CLAIM PROVISIONS

**Notice Of Claim:** A claimant must give Us or Our authorized representative written (or authorized electronic or telephonic) notice of claim within 90 days after any loss covered by the Policy occurs. If notice cannot be given within that time, it must be given as soon as reasonably possible. This notice should identify the Covered Person and the Policy Number.

**Claim Forms:** Upon receiving written notice of claim, We will send claim forms to the claimant within 15 days. If We do not furnish such claim forms, the claimant will satisfy the requirements of written proof of loss by sending the written (or authorized electronic or telephonic) proof as shown below. The proof must describe the occurrence, extent and nature of the loss.

**Proof Of Loss:** Written (or authorized electronic or telephonic) proof of loss must be sent to the agent authorized to receive it. Written (or authorized electronic or telephonic) proof must be given within 90 days after the date of loss. If it cannot be provided within that time, it should be sent as soon as reasonably possible. In no event, except in the absence of legal capacity, should proof of loss be sent later than one year from the time proof is otherwise required.

**Claimant Cooperation Provision:** Failure of a claimant to cooperate with Us in the administration of a claim may result in the termination of a claim. Such cooperation includes, but is not limited to, providing any information or documents needed to determine whether benefits are payable or the actual benefit amount due.

**Time Payment Of Claims:** Any benefits due will be paid when We receive written (or authorized electronic or telephonic) proof of loss.

**Payment Of Claims:** If the Insured dies, any death benefits or other benefits unpaid at the time of the Insured's death will be paid to the beneficiary our records indicate the Insured designated for these plan benefits.

If there is no named beneficiary or surviving beneficiary on record with Us or Our authorized agent, We pay benefits in equal shares to the first surviving class of the following: 1) Spouse; 2) Children; 3) Parents; 4) Brothers and sisters. If there are no survivors in any of these classes, We will pay the Insured's estate.

All other benefits will be paid to the Insured. If the Insured is: (1) a minor; or (2) in Our opinion unable to give a valid release because of incompetence, We may pay any amount due to a parent, guardian, or other person actually supporting him or her. Any payment made in good faith will end Our liability to the extent of the payment.

If a Covered Loss is suffered by a Covered Person who resides outside of the United States, its territories and possessions and in a Country where the Company is not permitted to provide insurance without a License, the Company will pay benefits under the Policy to the Policyholder, who:

1. will hold such payment in trust for the sole use and benefit of the insured person or his or her beneficiary or other person to whom such benefits are payable ("Payee"); and
2. will remit such payment to the Payee in accordance with applicable law.

Any such payment the Company makes to the Policyholder is a full discharge of the Company's liability for the claim for which payment is made.

"Country" includes any political jurisdiction that independently regulates the licensing of insurance companies.

"License" or "Licensed" means with respect to any Country, authorized or otherwise permitted in accordance with applicable law to conduct the business of accident and sickness insurance in such Country.

**Beneficiary:** The Insured may designate a beneficiary. The Insured has the right to change the beneficiary at any time by written (or electronic and telephonic) notice. If the Insured is a minor, his or her parent or guardian may exercise this right for him or her. The change will be effective when We or Our authorized agent receive it. When received, the effective date is the date the notice was signed. We are not liable for any payments made before the change was received. We cannot attest to the validity of a change.

The Insured is the beneficiary for any covered Dependent.

**Assignment:** At the request of the Insured or his or her parent or guardian, if the Insured is a minor, medical benefits may be paid to the provider of service. Any payment made in good faith will end our liability to the extent of the payment.

**Physical Examinations And Autopsy:** We have the right to have a Doctor of Our choice examine the Covered Person as often as is reasonably necessary. This section applies when a claim is pending or while benefits are being paid. We also have the right to request an autopsy in the case of death, unless the law forbids it. We will pay the cost of the examination or autopsy.

**Legal Actions:** No lawsuit or action in equity can be brought to recover on this Policy: (1) before 60 days following the date proof of loss was given to Us; or (2) after 3 years following the date proof of loss is required.

## **ADMINISTRATIVE PROVISIONS**

**Premiums:** The premiums for this Policy will be based on the rates currently in force, the plan and amount of insurance in effect.

**Changes In Premium Rates:** We may change the premium rates from time to time with at least 31 days advanced written, or authorized electronic or telephonic notice. No change in rates will be made until 12 months after the Policy Effective Date. An increase in rates will not be made more often than once in a 12-month period. However, We reserve the right to change rates at any time if any of the following events take place.

1. The terms of the Policy change.
2. A division, subsidiary, affiliated organization or eligible class is added or deleted from the Policy.
3. Any federal or state law or regulation is amended to the extent it affects Our benefit obligation.
4. There is a change in the market factors or factors bearing on the risk assumed.

If an increase or decrease in rates takes place on a date that is not a Premium Due Date, a pro rata adjustment will apply from the date of the change to the next Premium Due Date.

**Payment of Premium:** The first Premium is due on the Policy Effective Date. If any premium is not paid when due, the Policy will be canceled as of the Premium Due Date, except as provided in the Policy Grace Period section.

**Policy Grace Period:** A Policy Grace Period of 31 days will be granted for the payment of the required premiums. The Policy will remain in force during the Grace Period. If the required premiums are not paid during the Policy Grace Period, insurance will end on the last Premium Due Date on which required premiums were paid. The Policyholder will be liable to Us for any unpaid premium for the time the Policy was in force.

**Schedule of Affiliates:** Eligible Persons employed by any affiliate or subsidiary corporation of the Policyholder as of the Policy Effective Date are covered under the Policy. Their coverage will begin and end in accordance with the Effective Date of Insurance and Termination Date of Insurance provisions in the Policy. A list of these affiliates and subsidiaries must be kept on file with the Company.

**Newly Acquired Organizations:** The premium shown on the Schedule of Benefits applies only to the Policyholder and any affiliates or subsidiary corporations covered on the Policy Effective Date. However, eligible employees of organizations acquired by the Policyholder during the Policy Term may be covered based on the following terms. The Policyholder must: (1) report to

Us within 60 days of the acquisition the name of the newly acquired organization and any underwriting information we may need to calculate the premium; and (2) the required additional premium, if any, must be paid.

## GENERAL PROVISIONS

**Entire Contract; Changes:** The Policy (including any endorsements or amendments), the signed application of the Policyholder, and any individual applications of Covered Persons, are the entire contract. Any statements made by the Policyholder or Covered Persons will be treated as representations and not warranties. No such statement shall void the insurance, reduce the benefits, or be used in defense of a claim for loss incurred unless it is contained in a written application.

To be valid, any change or waiver must be in writing (or authorized electronic or telephonic communications). It must be signed by our president or secretary and be attached to the Policy. No agent has authority to change or waive any part of the Policy.

**Policy Effective Date And Termination Date:** The Policy begins on the Policy Effective Date shown on page 1 of the Policy. We may terminate this Policy by giving 31 days advance notice in writing (or authorized electronic or telephonic means) to the Policyholder. The Policyholder may terminate this Policy on any Premium Due Date by giving 31 days advance written (or authorized electronic or telephonic) notice to Us. This Policy terminates automatically on the earlier of: 1) the last day of the Policy Term; or 2) the Premium Due Date if Premiums are not paid when due. Termination takes effect at 12:00 a.m. (midnight) at the Policyholder's address on the date of termination.

**Clerical Error:** If a clerical error is made, it will not affect the insurance of any Covered Person. No error will continue the insurance of a Covered Person beyond the date it should end under the Policy terms.

**Examination Of Records And Audit:** We shall be permitted to examine and audit the Policyholder's books and records at any time during the term of the Policy and within 2 years after the final termination of the Policy as they relate to the premiums or subject matter of this insurance.

**Certificates Of Insurance:** Where it is required by law, or upon the request of the Policyholder, We will make available certificates outlining the insurance coverage and to whom benefits are payable under the Policy.

**Conformity With State Laws:** On the effective date of this Policy, any provision that is in conflict with the laws in the state where it is issued is amended to conform to the minimum requirements of such laws.

**Not In Lieu Of Workers' Compensation:** This Policy is not a workers' compensation policy. It does not provide workers' compensation benefits.

**Chubb. Insured.<sup>SM</sup>**

## Kidnap and Extortion Expense Benefit Rider

**Policy Number: ADDN0484905A**

**Effective Date: July 1, 2023**

**For: Santa Clara University**

**Rider #: 1**

This Rider form is made a part of the Policy to which it is attached as of the Effective Date shown above. If no Effective Date is shown, this Rider takes effect as of the Policy Effective Date. This form is subject to all of the terms, limitations, and exclusions of the Policy, except as they are changed by it.

### KIDNAP AND EXTORTION EXPENSE BENEFIT

#### SCHEDULE OF BENEFITS

**Aggregate Limit for All Covered Losses:** \$50,000 per incident

**Extortion/Ransom Money Payment Benefit**

Benefit Maximum per Covered Person: \$50,000 per incident

**In-Transit Extortion or Ransom Money Loss Benefit**

Benefit Maximum per Covered Person: \$50,000 per incident

**Expense Benefit**

Benefit Maximum per Covered Person: \$50,000 per incident

**Incident Response Benefit:**

100% of Covered Expenses

**Legal Costs Benefit**

Benefit Maximum per Covered Person: \$50,000 per incident

#### COVERED EVENTS

Coverage is provided under this Rider for one or more of the Covered Losses identified below arising solely and directly from the following specific Covered Events that commence during the Policy Period:

1. Kidnap
2. Extortion

#### DESCRIPTION OF BENEFITS

We will pay the following benefits if a Covered Person is a victim of a Kidnap or Extortion. The Covered Person's coverage must be in effect at the time the incident occurs.

**Extortion/Ransom Money Payment Benefit**

We will reimburse the Kidnap/Ransom Money paid by the Policyholder or a Covered Person resulting directly from the following Covered Events:

1. a Kidnap or alleged Kidnap; and
2. Extortion upon a Covered Person.

### **In-Transit Extortion/Ransom Money Loss Benefit**

We will reimburse the In-Transit Extortion/Ransom Money Loss Benefit for a loss due to confiscation, destruction, disappearance, seizure or usurpation of Extortion/Ransom Money resulting from a covered Kidnap or Extortion of the Covered Person.

### **Expense Benefit**

We will reimburse Covered Expenses incurred resulting directly from a Kidnap or Extortion of the Covered Person.

### **Incident Response Benefit**

We will reimburse the:

1. reasonable and customary fees and expenses of Our approved security consultant or of other independent security consultants retained by the Policyholder for the exclusive function of responding to a Covered Event, provided that We have given our prior consent to the use of such other independent security consultant(s); and
2. any other reasonable and customary fees and expenses of other specialist consultants retained by the Policyholder for the exclusive function of responding to a Covered Event, including but not limited to, public relations consultants or private investigation consultants, provided We have given our prior consent to the use of such specialist consultant.

### **Legal Costs Benefit**

We will reimburse the amount paid for any Suit brought against a Covered Person directly as a result of a Kidnap or Extortion, for:

1. the sums that a Covered Person becomes legally obligated to pay as damages as a result of a judgment or settlement approved by Us for a Suit;
2. all reasonable and customary expenses incurred by the Covered Person in defense of such Suit; and
3. all costs levied against the Covered Person in the Suit.

## **DEFINITIONS**

**“Covered Expenses”** means:

With regard to a Covered Event, We will pay benefits for:

1. the reasonable payment made by a Covered Person to an Informant who provides information which contributes to the resolution of the Covered Event; and
2. the reasonable and customary loan costs incurred by a Covered Person from a financial institution for obtaining money to be used for Extortion/Ransom Money payment; and



3. the reasonable and customary travel and accommodation costs incurred by the Covered Person as a result of a Covered Event as follows:
  - a. directly related to the resolution of a Covered Event;
  - b. for a Covered Person who is the victim of a Kidnap, to join his/her immediate family upon his/her release, and the travel accommodation costs, including lodging and meals, of a newly hired individual to replace the Covered Person who is a victim of a Kidnap. These costs will apply only once per Covered Person and replacement person(s); and/or
  - c. to evacuate, a Covered Person and/or his or her spouse and/or children living in the same household as the Covered Person who is the victim of a Kidnap, Hijack or Wrongful Detention; and
4. Employee Compensation paid by the Policyholder to the Covered Person or on behalf of the Covered Person:
  - a. up to thirty (30) days after the release of the Covered Person from a Kidnap; or
  - b. up to discovery of the death of the Covered Person; or
  - c. up to one hundred twenty (120) days after we receive the last reasonably credible evidence that the Covered Person is still alive; or
  - d. up to sixty (60) months after the date of the Kidnap, a victim has not been released.
5. the Personal Financial Loss suffered by Covered Person; and
6. the reasonable and customary fees expenses of a qualified interpreter retained directly to assist the Covered Person as a result of a Covered Event; and
7. reasonable and necessary expenses of independent forensic analysts engaged by the Policyholder; and
8. increased costs of security resulting directly from Kidnap or Extortion threats including, but not limited to, hiring of security guards, hiring of armored vehicles and overtime pay to existing security staff, for a period of up to ninety (90) consecutive days, provided that Our approved security consultant or other independent security consultant has specifically recommended such security measures; and
9. job retraining costs for a Kidnap including, but not limited to, the salary of the Kidnap victim while being retrained, and costs of external training courses; and
10. reasonable rest and recovery expenses, including travel, lodging, meals and recreation, for a Covered Person who is a victim of a Kidnap, with his/her spouse and/or children, for a period not exceeding thirty (30) consecutive days, and incurred by the Policyholder within six (6) months following the conclusion of the Covered Event; provided, however, that we will pay no more than the Benefit Maximum shown in the *Schedule of Benefits* for all victims and family members for any one Covered Event; and
11. other reasonable and customary expenses incurred by the Policyholder directly related to negotiating the release of a Covered Person.

**“Extortion”** means a threat or series of threats to Kidnap, cause bodily Injury, Property Damage, Product Adulteration, or disclose the Covered Person’s Proprietary Information, including any personal, private, or confidential information about the Policyholder or the Covered Person for the purpose of demanding Extortion/Ransom Money as a condition not to carry out such threat.

**“Extortion/Ransom Money”** means a consideration paid for the return of a Kidnap victim or consideration paid to terminate or end an Extortion to a person(s) believed to be responsible for the Kidnap or Extortion and includes, but is not limited to, cash, securities, marketable goods or services, property, or monetary instruments.

**“Informant”** means any person, other than the Covered Person, providing information not otherwise obtainable, solely in return for compensation

**“Kidnap”** means the illegal abduction and holding hostage of one or more Covered Person(s) for the purpose of demanding Extortion/Ransom Money as a condition of release. A Kidnap in which more than one Covered Person is abducted will be considered a single Kidnap.

**“Personal Financial Loss”** means the financial loss suffered by the Covered Person solely and directly as the result of the physical inability of a Covered Person to attend to personal financial matters while a victim, and as a direct result, of a Covered Event..

**“Product Adulteration”** means the intentional act of contaminating, polluting, or rendering harmful or unfit for their intended use, products or goods manufactured, handled or distributed by the Policyholder, or publicity implying or stating the same.

**“Property”** means any building and contents or equipment (fixed or mobile) owned or leased by the Policyholder as a place to conduct business or a residence occupied by any director officer or employee and for which the Policyholder or the Covered Person is legally liable.

**“Property Damage”** means physical loss of or damage to Property or electronic data, including the corruption or modification of data or denial of access to computer or network services.

**“Proprietary Information”** means any information which the Covered Person maintains as a trade secret and includes methods, processes, devices and techniques particular to the conduct of his or her business.

**“Suit”** means a civil lawsuit or arbitration arising from a Covered Event, provided that such proceeding is brought within twelve (12) months after the release or death of a kidnapped or detained Covered Person or the last reasonably credible Extortion threat occurring during the Policy Period, but in no event longer than sixty (60) months after the inception of the Kidnap, Extortion or Wrongful Detention.

## **EXCLUSIONS AND LIMITATIONS**

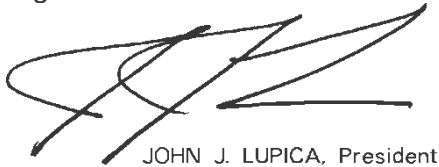
We will not pay Kidnap and Ransom Benefits for:

1. Any loss caused by fraudulent, illegal or dishonest act committed by the Policyholder, a Covered Person or any other person acting at the direction or authorization of the Policyholder or a Covered Person.
2. Any loss resulting from the surrender of money or Property as the result of a face to face encounter involving the use or threat of force or violence, unless surrendered by a person in possession of such money at the time of such surrender for the sole purpose of conveying it to pay an Extortion or demand for Extortion/Ransom Money previously communicated to the Policyholder or to the Covered Person.

3. Money or property surrendered on the Property unless brought onto the Property after receipt of the Extortion, or demand for Extortion/Ransom Money, for the purpose of paying such demand.
4. Any loss that occurs in any of the following countries: Afghanistan, Algeria, Angola, Brazil, Chad, Chechnya, Colombia, Cuba, Georgia, Haiti, Indonesia, Iran, Iraq, North Korea, Liberia, Libya, Mexico, Nepal, Nigeria, Pakistan, Peru, Philippines, Saudi Arabia, Sri Lanka, East Timor, Russia, Sierra Leone, Somalia, Sudan, Syria, Trinidad, Tobago, Venezuela, Yemen and Zimbabwe.

Additional Exclusions that apply to this benefit are shown in the Exclusions section of the Policy.

Signed for ACE AMERICAN INSURANCE COMPANY at Philadelphia, Pennsylvania



JOHN J. LUPICA, President



Brandon Peene, Secretary



ACE American Insurance Company  
(A Stock Company)  
Philadelphia, PA 19106  
(Herein called We, Us, Our)

## Out-of-Country Medical Expense Benefit Rider

**Policy Number: ADD N0484905A**

**Effective Date: July 1, 2023**

**For: Santa Clara University**

**Rider #: 2**

This Rider form is made a part of the Policy to which it is attached as of the Effective Date shown above. If no Effective Date is shown, this Rider takes effect as of the Policy Effective Date. It applies only to Covered Accidents and Sickesses that occur on or after that date. This form is subject to all of the terms, limitations, and exclusions of the Policy, except as they are changed by it.

In return for payment of the required premium, the Policy is changed as follows.

### ELIGIBILITY

Classes of Eligible Persons are defined in the Policy.

Dependents of Class(es) 1 Insureds are also eligible for coverage. A person may not be insured as a Dependent and an Insured at the same time.

We maintain the right to investigate eligibility status and attendance records to verify eligibility requirements are met. If We discover the eligibility requirements are not met, Our only obligation is to refund any premium paid for that person.

### COVERED ACTIVITY

We will pay the benefits described in this Rider only if a Covered Person suffers a loss or incurs a Covered Expense as the direct result of a Covered Accident or Sickness while traveling:

1. outside of his or her Home Country or Country of Permanent Assignment;
2. up to 365 days;
3. on business for the Policyholder; and
4. in the course of the Policyholder's business.

"Home Country" means the country where a Covered Person has his or her true, fixed and permanent home and principal establishment or the United States.

"Country of Permanent Assignment" means a country, other than a Covered Person's Home Country, in which the Policyholder requires a Covered Person to work for a period of time that exceeds 180 continuous days.

### TERM OF COVERAGE

This coverage will start on the actual start of the Trip. It does not matter whether the Trip starts at the Covered Person's home, place of work, or other place. It will end on the first of the following dates to occur:

1. The date the Covered Person returns to his or her Home Country or Country of Permanent Assignment
2. The date the Covered Person makes a Personal Deviation for more than 14 day(s).

**"Personal Deviation"** means:

1. An activity that is not reasonably related to the Policyholder's business; and
2. Not incidental to the purpose of the Trip.

## SCHEDULE OF BENEFITS

### Medical Expense Benefits

Total Maximum per Covered Accident or Sickness, per Covered Person:

Class 1	\$150,000
Spouse of Class 1	\$150,000
Children of Class 1	\$150,000

Maximum for Preexisting Conditions: treated as any other medical condition

Maximum for Dental Treatment  
(Injury Only): \$1,000

Maximum for Emergency Medical  
Treatment of Pregnancy: treated as any other medical condition

Maximum for Room & Board Charges: the average semi-private room rate

Maximum for ICU Room &  
Board Charges: two times the average semi-private room rate

Deductible: \$0 per Covered Accident or Sickness

Co-insurance Rate: 100% of the Usual and Customary Charges

Incurral Period: 30 days after the date of Covered Accident or Sickness

Maximum Benefit Period: The earlier of the date the Covered Person returns to his or her Home Country or Country of Permanent Assignment, or 52 Weeks from the date of a Covered Accident or Sickness

Maximum Period of Coverage: 365 days

**Emergency Medical Benefits**

Benefit Maximum: up to \$10,000

**Emergency Medical Evacuation Benefit**

Benefit Maximum: 100% of Covered Expenses

**Repatriation of Remains Benefit**

Benefit Maximum: 100% of Covered Expenses

**Emergency Reunion Benefit**

Benefit Maximum: \$15,000

Daily Benefit Maximum: \$300

Maximum Number of Days: 10

Benefit Maximum for Repatriation of Remains: \$2,500

**Trip Delay Benefit**

Benefit Maximum: \$1,000

Time Period: 12 hours

Daily Benefit Limit: \$200

Maximum Benefit Period: 5 days

**DESCRIPTION OF BENEFITS****Medical Expense Benefits**

We will pay Medical Expense Benefits for Covered Expenses that result directly, and from no other cause, from a Covered Accident or Sickness. These benefits are subject to the Deductible, Co-insurance Rate, Maximum Benefit Period, Benefit Maximum, and other terms or limits shown in the Policy and this Rider.

Medical Expense Benefits are only payable:

1. for Usual and Customary Charges incurred after the Deductible, if any, has been met;
2. for those Medically Necessary Covered Expenses that the Covered Person incurs;
3. for charges incurred for services rendered to the Covered Person while traveling outside of his or her Home Country or Country of Permanent Assignment; and
4. provided the first charge is incurred within the Incurral Period shown in the Schedule of Benefits.

Covered Medical Expenses

1. Hospital semi-private room and board (or room and board in an intensive care unit); Hospital ancillary services (including, but not limited to, use of the operating room or emergency room);
2. Services of a Doctor or a registered nurse (R.N.);
3. Ambulance service to or from a Hospital;
4. Laboratory tests;
5. Radiological procedures;
6. Anesthetics and their administration;
7. Blood, blood products, artificial blood products, and the transfusion thereof;
8. Physiotherapy;
9. Medicines or drugs administered by a Doctor or that can be obtained only with a Doctor's written prescription;
10. Dental charges for Injury to sound, natural teeth;
11. Emergency medical treatment of pregnancy;
12. Artificial limbs or eyes (not including replacement of these items);
13. Casts, splints, trusses, crutches, and braces (not including replacement of these items or dental braces);
14. Oxygen or rental equipment for administration of oxygen;
15. Rental of a wheelchair or hospital-type bed; and
16. Rental of mechanical equipment for treatment of respiratory paralysis.
17. Mental and Nervous Disorders: expenses for treatment of a disorder, while Hospital Confined or on an outpatient basis. Benefits are limited to one treatment per day. "Mental and Nervous Disorders" means Neurosis, psychoneurosis, psychopathy, psychosis, or mental or emotional disease or disorder of any kind.

### **Emergency Medical Benefits**

We will pay Emergency Medical Benefits as shown in the *Schedule of Benefits* for Covered Expenses incurred for emergency medical services to treat a Covered Person. Benefits are payable up to the Maximum Benefit shown in the *Schedule of Benefits* if the Covered Person:

1. suffers a Medical Emergency during the course of the Trip; and
2. is traveling outside of his or her Home Country or Country of Permanent Assignment.

Covered Expenses:

1. Medical Expense Guarantee: expenses for guarantee of payment to a medical provider.
2. Hospital Admission Guarantee: expenses for guarantee of payment to a Hospital or treatment facility.

Benefits for these Covered Expenses will not be payable unless:

1. the charges incurred are Medically Necessary and do not exceed the charges for similar treatment, services or supplies in the locality where the expense is incurred; and
2. do not include charges that would not have been made if there were no insurance.

Benefits will not be payable unless We (or Our authorized assistance provider) authorize in writing, or by an authorized electronic or telephonic means, all expenses in advance, and services are rendered by Our assistance provider.

### **Emergency Medical Evacuation Benefit**

We will pay Emergency Medical Evacuation Benefits as shown in the *Schedule of Benefits* for Covered Expenses incurred for the medical evacuation of a Covered Person. Benefits are payable up to the Benefit Maximum shown in the *Schedule of Benefits*, if the Covered Person:

1. suffers a Medical Emergency during the course of the Trip;
2. requires Emergency Medical Evacuation; and

3. is traveling outside of his or her Home Country or Country of Permanent Assignment.

Covered Expenses:

1. Medical Transport: expenses for transportation under medical supervision to a different hospital, treatment facility or to the Covered Person's place of residence for Medically Necessary treatment in the event of the Covered Person's Medical Emergency and upon the request of the Doctor designated by Our assistance provider in consultation with the local attending Doctor.
2. Dispatch of a Doctor or Specialist: the Doctor's or specialist's travel expenses and the medical services provided on location, if, based on the information available, a Covered Person's condition cannot be adequately assessed to evaluate the need for transport or evacuation and a doctor or specialist is dispatched by Our service provider to the Covered Person's location to make the assessment.
3. Return of Dependent Child(ren): expenses to return each Dependent child who is under age 18 to his or her principal residence if a) the Covered Person is age 18 or older; and b) the Covered Person is the only person traveling with the minor Dependent child(ren); and c) the Covered Person suffers a Medical Emergency and must be confined in a Hospital.
4. Escort Services: expenses for an Immediate Family Member, or companion who is traveling with the Covered Person, to join the Covered Person during the Covered Person's emergency medical evacuation to a different hospital, treatment facility, or the Covered Person's place of residence.
5. Transportation After Stabilization: if We have evacuated the Covered Person to a medical facility due to an emergency Medical Evacuation, We will pay the Covered Person's transportation costs to: a) his or her Home Country, or b) his or her host country, or c) to join the group if they have moved onward to a different location.

Benefits for these Covered Expenses will not be payable unless:

1. the Doctor ordering the Emergency Medical Evacuation certifies the severity of the Covered Person's Medical Emergency requires an Emergency Medical Evacuation;
2. all transportation arrangements made for the Emergency Medical Evacuation are by the most direct and economical conveyance and route possible;
3. the charges incurred are Medically Necessary and do not exceed the charges for similar transportation, treatment, services or supplies in the locality where the expense is incurred; and
4. do not include charges that would not have been made if there were no insurance.

Benefits will not be payable unless We (or Our authorized assistance provider) authorize in writing, or by an authorized electronic or telephonic means, all expenses in advance, and services are rendered by Our assistance provider. In the event the Covered Person refuses to be medically evacuated, we will not be liable for any medical expenses incurred after the date medical evacuation is recommended.

**Repatriation of Remains Benefit**

We will pay Repatriation of Remains Benefits as shown in the *Schedule of Benefits* for preparation and return of a Covered Person's body to his or her home if he or she dies as a result of a Medical Emergency while traveling outside of his or her Home Country or Country of Permanent Assignment. Covered expenses include:

1. expenses for embalming or cremation;



2. the least costly coffin or receptacle adequate for transporting the remains;
3. transporting the remains;
4. Escort Services: expenses for an Immediate Family Member, or companion who is traveling with the Covered Person, to join the Covered Person's body during the repatriation to the Covered Person's place of residence.

All transportation arrangements must be made by the most direct and economical route and conveyance possible and may not exceed the charges for similar transportation in the locality where the expense is incurred. Benefits will not be payable unless We (or Our authorized assistance provider) authorize in writing, or by an authorized electronic or telephonic means, all expenses in advance, and services are rendered by Our assistance provider.

### **Emergency Reunion Benefit**

We will pay up to the Benefit Maximum as shown in the *Schedule of Benefits* for expenses incurred to have a Covered Person's Family Member accompany him or her to the Covered Person's Home Country or the Hospital where the Covered Person is confined if the Covered Person is: 1) confined in a Hospital for at least 24 consecutive hours due to a covered Injury or Sickness and the attending Doctor believes it would be beneficial for the Covered Person to have a Family Member at his or her side; or 2) the victim of a Felonious Assault. The Family Member's travel must take place within 7 days of the date the Covered Person is confined in the Hospital, or the date of the occurrence of the Felonious Assault.

"Felonious Assault" means a violent or criminal act reported to the local authorities which was directed at the Covered Person during the course of, or an attempt of, a physical assault resulting in serious injury, kidnapping, or rape.

In the event that a Covered Person dies as a result of a covered Injury or Sickness, We will pay the expenses incurred for emergency travel arrangements, up to the Benefit Maximum shown in the *Schedule of Benefits*, for a Family Member to accompany the mortal remains of the deceased Covered Person.

Covered expenses include an economy airline ticket and other travel related expenses not to exceed the Daily Benefit Maximum and the Maximum Number of Days shown in the *Schedule of Benefits*.

All transportation and lodging arrangements must be made by the most direct and economical route and conveyance possible and may not exceed the usual level of charges for similar transportation or lodging in the locality where the expense is incurred. Benefits will not be payable unless We (or Our authorized assistance provider) authorize in writing, or by an authorized electronic or telephonic means, all expenses in advance, and services are rendered by Our assistance provider.

"Family Member" means a Covered Person's parent, sister, brother, husband, wife, child, grandparent, or immediate in-law.

### **Trip Delay Benefit**

We will reimburse Covered Expenses up to the Daily Benefit per person per day subject to the Maximum Benefit Period and the Benefit Maximum shown in the *Schedule of Benefits*, if a

Covered Person's trip is delayed for more than the Time Period shown in the *Schedule of Benefits*.

Covered Expenses include charges incurred for reasonable, additional accommodations and traveling expenses until travel becomes possible. Incurred expenses must be accompanied by receipts. This benefit is payable only for one delay of the Covered Person's Trip. Travel Delay must be caused by one of the following reasons:

- (a) Injury, Sickness or death to either the Covered Person, Family Member or traveling companion that occurs during the Trip;
- (b) carrier delay;
- (c) lost or stolen passport, travel documents or money;
- (d) Natural Disaster;
- (e) the Covered Person being delayed by a traffic accident while en route to a departure;
- (f) hijacking;
- (g) unpublished or unannounced strike;
- (h) civil disorder or commotion;
- (i) riot;
- (j) inclement weather which prohibits Common Carrier departure;
- (k) equipment failure of a Common Carrier; or
- (l) the loss of the Covered Person's and/or traveling companion's travel documents, tickets or money due to theft.

The Covered Person's Duties in the Event of Loss: The Covered Person must provide Us with proof of the Travel Delay such as a letter from the airline, cruise line, or Tour operator/ newspaper clipping/ weather report/ police report or the like and proof of the expenses claimed as a result of Trip Delay.

### **EXCLUSIONS AND LIMITATIONS**

In addition to the Policy Exclusions, We will not pay benefits for any loss, treatment, or services resulting from or contributed to by:

- Routine physicals and care of any kind.
- Routine dental care and treatment.
- Cosmetic surgery, except for reconstructive surgery needed as the result of an Injury.
- Routine nursery care.
- Eye refractions or eye examinations for the purpose of prescribing corrective lenses or for the fitting thereof; eyeglasses, contact lenses, and hearing aids.
- Services, supplies, or treatment including any period of Hospital confinement which is not recommended, approved, and certified as medically necessary and reasonable by a Doctor, or expenses which are non-medical in nature.
- Treatment or service provided by a private duty nurse.
- Treatment by any Immediate Family Member or member of the Insured's household.
- Expenses incurred during holiday travel, or travel for purposes of seeking medical care or treatment, or for any other travel that is not in the course of the Policyholder's business (unless Personal Deviations are specifically covered).
- Covered medical expenses for which the Covered Person would not be responsible for in the absence of the Policy.
- Any expense paid or payable by any other valid and collectible group insurance plan.

- Injury or sickness for which benefits are paid or payable under any workers' compensation or occupational disease law or act, or similar legislation, whether United States federal or foreign law.

If we determine the benefits paid under this Rider are eligible benefits under any other benefit plan, We may seek to recover any expenses covered by another plan to the extent that the Insured is eligible for reimbursement.

This insurance does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit us from providing insurance, including, but not limited to, the payment of claims. All other terms and conditions of policy remain unchanged.

## DEFINITIONS

**“Immediate Family Member”** means a Covered Person’s spouse, child, brother, sister, parent, grandparent, or in-laws.

**“Medical Emergency”** means a condition caused by an Injury or Sickness that manifests itself by symptoms of sufficient severity that a prudent lay person possessing an average knowledge of health and medicine would reasonably expect that failure to receive immediate medical attention would place the health of the person in serious jeopardy.

**“Preexisting Condition”** means an illness, disease, or other condition of the Covered Person that in the 3 months period before the Covered Person’s coverage became effective under the Policy:

1. first manifested itself, worsened, became acute, or exhibited symptoms that would have caused a person to seek diagnosis, care, or treatment; or
2. required taking prescribed drugs or medicines, unless the condition for which the prescribed drug or medicine is taken remains controlled without any change in the required prescription; or
3. was treated by a Doctor or treatment had been recommended by a Doctor.

**“Sickness”** means an illness, disease, or condition of the Covered Person that causes a loss for which a Covered Person incurs medical expenses while covered under this Policy. All related conditions and recurrent symptoms of the same or similar condition will be considered one Sickness.

**“Trip”** means Policyholder sponsored travel by air, land, or sea from the Covered Person’s Home Country or Country of Permanent Assignment.


**“Usual and Customary Charge”** means the average amount charged by most providers for treatment, service, or supplies in the geographic area where the treatment, service, or supply is provided.

## ASSIGNMENT OF BENEFITS

We may pay benefits directly to any Hospital or person rendering covered services, unless the Covered Person requests otherwise in writing no later than the time he or she submits written proof of loss.

This form ends at the same time as the Policy to which it is attached.

Signed for ACE American Insurance Company in Philadelphia, Pennsylvania.



JOHN J. LUPICA, President



Brandon Peene, Secretary

#### IMPORTANT NOTICE

This policy provides travel insurance benefits for individuals traveling outside of their home country. This policy does not constitute comprehensive health insurance coverage (often referred to as “major medical coverage”) and does not satisfy a person’s individual obligation to secure the requirement of minimum essential coverage under the Affordable Care Act (ACA).

For more information about the ACA, please refer to [www.HealthCare.gov](http://www.HealthCare.gov).

**Policy Number: ADD N0484905A**

**Effective Date: July 1, 2023**

**For: Santa Clara University**

**Rider #: 3**

This Rider form is made a part of the Policy to which it is attached as of the Effective Date shown above. If no Effective Date is shown, this Rider takes effect as of the Policy Effective Date. It applies only to Covered Accidents that occur on or after that date. This form is subject to all of the terms, limitations, and exclusions of the Policy, except as they are changed by it.

In return for payment of the required premium, the Policy is changed as follows.

The war exclusion is deleted to the extent coverage is provided by the terms and conditions described in this Rider. We will pay benefits as described in the Policy for Losses resulting from a Covered Accident caused by war or acts of war.

The Covered Accident may occur anywhere in the world, except the following countries:

- The United States
- Specific Countries: Afghanistan, Belarus, Burkina Faso, Central African Republic, Chad, Cuba, Democratic Republic of Congo, India (Jammu and Kashmir), Iran, Iraq, Israel (Gaza & West Bank), Lebanon, Libya, Mali, Mozambique, Myanmar, Niger, Nigeria, North Korea, Pakistan, Russia, Somalia, South Sudan, Sudan, Syria, Thailand (Pattani, Yala, Songkhala & Narathiwat Provinces), Ukraine, Venezuela, Yemen

“Home Country” means a country from which the Covered Person holds a passport. If the Covered Person holds passports from more than one Country, his or her Home Country will be the country that he or she has declared to Us in writing as his or her Home Country.

“Country of Permanent Assignment” means a country, other than a Covered Person’s Home Country, in which the Policyholder requires a Covered Person to work for a period of time that exceeds 180 continuous days.

**Total Limit of Liability:** We will not pay more than \$2,500,000 per occurrence for the war risk benefits provided by this Rider. This limit shall apply to Injuries sustained in a Covered Accident from all acts of war in any consecutive 72-hour period. If, but for this provision, We would pay more than \$2,500,000, then the benefits We will pay under this Rider to each Covered Person will be reduced in the same proportion, so that the total amount We will pay for war risk coverage is \$2,500,000.

**Premiums and Coverage Subject to Change:** The premiums, benefits, and areas in which coverage is provided may be changed at any time, by sending written notice to the Policyholder at its most recent address in Our records at least 10 days prior to the date of change. These changes may be done as needed to reflect conditions that, in Our opinion, change the war risk exposure.

**Termination:** The Policyholder may cancel war risk coverage at any time by sending written notice to Us. The coverage will be cancelled on the later of: (1) the date We receive the notice; or (2) the termination date specified in the notice.


We may cancel coverage at any time by sending written notice to the Policyholder at its most recent address in Our records at least 10 days prior to the termination date. We will return any unearned premium that has been paid for this coverage. However, the return of premium is not a condition of termination.

Change or termination of this coverage will not affect a claim that begins while this coverage is in force.

The Policyholder must submit at least annual reports of war risk exposure. We may require additional premium for war risk coverage to remain in effect.

This form ends at the same time as the Policy to which it is attached.

Signed for ACE American Insurance Company in Philadelphia, Pennsylvania.



JOHN J. LUPICA, President



Brandon Peene, Secretary