

SERFF Tracking Number: ZURC-126156066 State: Arkansas
 Filing Company: Zurich American Insurance Company State Tracking Number: 42396
 Company Tracking Number: CW AH 28759
 TOI: H02G Group Health - Accident Only Sub-TOI: H02G.000 Health - Accident Only
 Product Name: Amendatory Endorsement Out of Country Travel Medical Insurance Certificate
 Project Name/Number: Amendatory Endorsement Out of Country Travel Medical Insurance Certificate/CW AH 28759

Filing at a Glance

Company: Zurich American Insurance Company

Product Name: Amendatory Endorsement Out of Country Travel Medical Insurance Certificate
 SERFF Tr Num: ZURC-126156066 State: ArkansasLH

TOI: H02G Group Health - Accident Only	SERFF Status: Closed	State Tr Num: 42396
Sub-TOI: H02G.000 Health - Accident Only	Co Tr Num: CW AH 28759	State Status: Approved-Closed
Filing Type: Form	Co Status: Not Applicable	Reviewer(s): Rosalind Minor
	Author: Carole Amato	Disposition Date: 05/20/2009
	Date Submitted: 05/18/2009	Disposition Status: Approved-Closed

Implementation Date Requested: 07/01/2009

Implementation Date:

State Filing Description:

General Information

Project Name: Amendatory Endorsement Out of Country Travel Medical Status of Filing in Domicile: Pending Insurance Certificate

Project Number: CW AH 28759

Requested Filing Mode:

Date Approved in Domicile:

Domicile Status Comments: Filed for out-of-state approval 5/18/2009.

Explanation for Combination/Other:

Market Type: Group

Submission Type: New Submission

Group Market Size: Small and Large

Overall Rate Impact:

Group Market Type: Blanket

Filing Status Changed: 05/20/2009

Explanation for Other Group Market Type:

State Status Changed: 05/20/2009

Deemer Date:

Corresponding Filing Tracking Number:

Filing Description:

This is a new endorsement form filing responding to the needs of our customers. This endorsement provides an additional benefit to our Policyholders and Insureds in that the Company will reimburse, on a secondary basis, eligible medical expenses incurred by a Covered Person, which were the result of a Covered Accident or an Illness while traveling outside their country of residence or permanent assignment.

SERFF Tracking Number: ZURC-126156066 State: Arkansas
 Filing Company: Zurich American Insurance Company State Tracking Number: 42396
 Company Tracking Number: CW AH 28759
 TOI: H02G Group Health - Accident Only Sub-TOI: H02G.000 Health - Accident Only
 Product Name: Amendatory Endorsement Out of Country Travel Medical Insurance Certificate
 Project Name/Number: Amendatory Endorsement Out of Country Travel Medical Insurance Certificate/CW AH 28759

This endorsement may be marketed through brokers, consultants, third party administrators and sales employees.

This filing includes a certification of readability and statement of variables.

This endorsement will be used with our Basic Accident Policy, U-TA-100.

Company and Contact

Filing Contact Information

Carole Amato, Supervisor carol.amato@zurichna.com
 1400 American Lane (847) 413-5235 [Phone]
 Schaumburg, IL 60196-1056 (847) 605-7768[FAX]

Filing Company Information

Zurich American Insurance Company CoCode: 16535 State of Domicile: New York
 1400 American Lane Group Code: 212 Company Type:
 Schaumburg, IL 60102 Group Name: State ID Number:
 (847) 605-6000 ext. [Phone] FEIN Number: 36-4233459

Filing Fees

Fee Required? Yes
 Fee Amount: \$40.00
 Retaliatory? No
 Fee Explanation: 2 endorsements 1 company; no policy
 Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Zurich American Insurance Company	\$40.00	05/18/2009	27949931

SERFF Tracking Number: ZURC-126156066 State: Arkansas
Filing Company: Zurich American Insurance Company State Tracking Number: 42396
Company Tracking Number: CW AH 28759
TOI: H02G Group Health - Accident Only Sub-TOI: H02G.000 Health - Accident Only
Product Name: Amendatory Endorsement Out of Country Travel Medical Insurance Certificate
Project Name/Number: Amendatory Endorsement Out of Country Travel Medical Insurance Certificate/CW AH 28759

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Rosalind Minor	05/20/2009	05/20/2009

SERFF Tracking Number: *ZURC-126156066* *State:* *Arkansas*
Filing Company: *Zurich American Insurance Company* *State Tracking Number:* *42396*
Company Tracking Number: *CW AH 28759*
TOI: *H02G Group Health - Accident Only* *Sub-TOI:* *H02G.000 Health - Accident Only*
Product Name: *Amendatory Endorsement Out of Country Travel Medical Insurance Certificate*
Project Name/Number: *Amendatory Endorsement Out of Country Travel Medical Insurance Certificate/CW AH 28759*

Disposition

Disposition Date: 05/20/2009

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: ZURC-126156066 State: Arkansas
 Filing Company: Zurich American Insurance Company State Tracking Number: 42396
 Company Tracking Number: CW AH 28759
 TOI: H02G Group Health - Accident Only Sub-TOI: H02G.000 Health - Accident Only
 Product Name: Amendatory Endorsement Out of Country Travel Medical Insurance Certificate
 Project Name/Number: Amendatory Endorsement Out of Country Travel Medical Insurance Certificate/CW AH 28759

Item Type	Item Name	Item Status	Public Access
Supporting Document	Flesch Certification	Approved-Closed	Yes
Supporting Document	Application	Approved-Closed	Yes
Supporting Document	Statement of Variables	Approved-Closed	Yes
Form	Amendatory Endorsement Out of Country Travel Medical Insurance Certificate	Approved-Closed	Yes
Form	Amendatory Endorsement Out of Country Travel Medical Insurance	Approved-Closed	Yes

SERFF Tracking Number: ZURC-126156066 State: Arkansas
 Filing Company: Zurich American Insurance Company State Tracking Number: 42396
 Company Tracking Number: CW AH 28759
 TOI: H02G Group Health - Accident Only Sub-TOI: H02G.000 Health - Accident Only
 Product Name: Amendatory Endorsement Out of Country Travel Medical Insurance Certificate
 Project Name/Number: Amendatory Endorsement Out of Country Travel Medical Insurance Certificate/CW AH 28759

Form Schedule

Lead Form Number: U-TA-118-A CW

Review Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
Approved-Closed	U-TA-117-A CW	Certificate	Amendatory Endorsement Out of Country Travel Medical Insurance Certificate or Rider	Initial		41	U-TA-117-A CW - ZAIC Certificate Out of Country Medical Insurance Endorsement.pdf
Approved-Closed	U-TA-118-A CW	Policy/Contract/Fraternal Certificate	Amendatory Endorsement Out of Country Travel Medical Insurance	Initial		41	U-TA-118-A CW - ZAIC Policy Out of Country Medical Insurance Endorsement.pdf

This endorsement, effective [April 1, 2009], forms a part of **Policy** No. [XXXXXXX-XX], issued to [].

THIS ENDORSEMENT CHANGES THE CERTIFICATE. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the Basic Accident Policy.

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

SECTION II – SCHEDULE is amended to include the following:

ADDITIONAL BENEFITS:	Classes Covered
Out of Country Travel Medical Insurance	[ALL]
Additional Out of Country Travel Medical Insurance Premium: [Insured][Covered Person]	[\$.XX per day per traveling
Limit of Liability per person:	[\$100,000]
Deductible per person:	[\$500]

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

OUT OF COUNTRY TRAVEL MEDICAL INSURANCE

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

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

OUT OF COUNTRY TRAVEL MEDICAL INSURANCE DEFINITIONS:

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

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

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

Side Trip means non-business travel of a personal nature that: 1) is incidental to the business trip; 2) would not have been taken if not for the business trip; [and] 3) is taken during the course of the business trip[.] [and lasts for no more than [72] hours.]

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

Medically Necessary means that the medical service or treatment:

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

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

[Reasonable and Customary] expenses means the common charges made by other health care providers in the same locality for the treatment furnished. If the common charges for a service cannot be determined due to the unusual nature of such service, **We** will determine the amount based upon:

1. the complexity involved;
2. the degree of professional skill required; and
3. any other pertinent factors.

We reserve the right to make the final determination of what is **Reasonable and Customary**.]

OUT OF COUNTRY TRAVEL MEDICAL INSURANCE EXCLUSIONS:

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

1. emergency evacuation expenses without the prior approval of Zurich Travel Assistance;
2. in-patient hospital treatment unless the [Insured][Covered Person] has notified Zurich Travel Assistance in advance of the planned admission and allowed them to coordinate care or, in the case of an emergency admission, notified Zurich Travel Assistance within [24 hours] of said admission;
3. non-emergency medical expenses unless prior notice is given to Zurich Travel Assistance;
4. any medical expenses incurred by the [Insured][Covered Person] for treatment provided after Zurich Travel Assistance, based on the advice of a Medical Practitioner, has recommended the repatriation of the [Insured][Covered Person] to their Country of Permanent Residence or assignment;
5. any medical expenses incurred if the travel was undertaken for the purpose of obtaining medical treatment;
6. [medical expenses recoverable from any group or individual health insurance policy or national health insurance plan;]
7. medical expenses incurred more than [twelve (12)] months from the date of the **Covered Injury** or onset of **Illness**;
8. medical expenses resulting from the [Insured][Covered Person] engaging in aviation as a pilot of a fixed wing or rotary propelled aircraft;
9. cosmetic or plastic surgery;
10. pregnancy unless such expenses are incurred as a result of an emergency, then a maximum benefit of [\$3,000.00] shall apply;
11. medical expenses with respect to a **Pre-existing Condition** that the [Insured][Covered Person] has sought medical treatment for within [six (6)] months of the event;
12. an injury or sickness for which the [Insured][Covered Person] is entitled to benefits under Workers Compensation, Employer Liability, or similar law[; or
13. [expenses which are more than **Reasonable and Customary**; or]
14. [travel into the United States of America].

OUT OF COUNTRY TRAVEL MEDICAL INSURANCE GENERAL POLICY CONDITIONS:

SUBROGATION

We have the right to recover all payments including future payments, which **We** have made to the **[Insured][Covered Person]** or on behalf of the **[Insured's][Covered Person's]** covered dependents, heirs, guardians or executors or will be obligated to pay in the future to the **[Insured][Covered Person]**, from any third party. If the **[Insured][Covered Person]** recovers from any third party, **We** will be reimbursed first from such recovery to the extent of **Our** payments to the **[Insured][Covered Person]**. The **[Insured][Covered Person]** agrees to assist **Us** in preserving **Our** rights against any third party, including but not limited to, signing subrogation forms supplied by **Us**.

COORDINATION OF BENEFITS

The coverage provided under this endorsement will always be treated as secondary (Secondary Plan) to any other insurance (Primary Plan).

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

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

We will coordinate benefits with the following types of medical plans:

- 1. group health plans, whether insured or self-insured;
- 2. hospital indemnity benefits in excess of \$200 per day;
- 3. specified disease policies;
- 4. foreign national health care plans;
- 5. medical payments under group or individual automobile policies;
- 6. medical payments under homeowner's insurance policies; or
- 7. other governmental benefits, as permitted by law.

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

Endorsement No. [XX]

Signed for by Zurich American Insurance Company [_____] Date: [April 1, 2009]

This endorsement, effective [April 1, 2009], forms a part of **Policy** No. [XXXXXXX-XX], issued to [].

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the Basic Accident Policy.

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

SECTION II – SCHEDULE is amended to include the following:

ADDITIONAL BENEFITS:	Classes Covered
Out of Country Travel Medical Insurance	[ALL]
Additional Out of Country Travel Medical Insurance Premium: [Insured][Covered Person]	[\$.XX per day per traveling
Limit of Liability per person:	[\$100,000]
Deductible per person:	[\$500]

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

OUT OF COUNTRY TRAVEL MEDICAL INSURANCE

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

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

OUT OF COUNTRY TRAVEL MEDICAL INSURANCE DEFINITIONS:

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

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

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

Side Trip means non-business travel of a personal nature that: 1) is incidental to the business trip; 2) would not have been taken if not for the business trip; [and] 3) is taken during the course of the business trip[.] [and lasts for no more than [72] hours.]

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

Medically Necessary means that the medical service or treatment:

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

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

[Reasonable and Customary expenses] means the common charges made by other health care providers in the same locality for the treatment furnished. If the common charges for a service cannot be determined due to the unusual nature of such service, **We** will determine the amount based upon:

1. the complexity involved;
2. the degree of professional skill required; and
3. any other pertinent factors.

We reserve the right to make the final determination of what is **Reasonable and Customary**.]

OUT OF COUNTRY TRAVEL MEDICAL INSURANCE EXCLUSIONS:

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

1. emergency evacuation expenses without the prior approval of Zurich Travel Assistance;
2. in-patient hospital treatment unless the [Insured][Covered Person] has notified Zurich Travel Assistance in advance of the planned admission and allowed them to coordinate care or, in the case of an emergency admission, notified Zurich Travel Assistance within [24 hours] of said admission;
3. non-emergency medical expenses unless prior notice is given to Zurich Travel Assistance;
4. any medical expenses incurred by the [Insured][Covered Person] for treatment provided after Zurich Travel Assistance, based on the advice of a Medical Practitioner, has recommended the repatriation of the [Insured][Covered Person] to their Country of Permanent Residence or assignment;
5. any medical expenses incurred if the travel was undertaken for the purpose of obtaining medical treatment;
6. [medical expenses recoverable from any group or individual health insurance policy or national health insurance plan;]
7. medical expenses incurred more than [twelve (12)] months from the date of the **Covered Injury** or onset of **Illness**;
8. medical expenses resulting from the [Insured][Covered Person] engaging in aviation as a pilot of a fixed wing or rotary propelled aircraft;
9. cosmetic or plastic surgery;
10. pregnancy unless such expenses are incurred as a result of an emergency, then a maximum benefit of [\$3,000.00] shall apply;
11. medical expenses with respect to a **Pre-existing Condition** that the [Insured][Covered Person] has sought medical treatment for within [six (6)] months of the event;
12. an injury or sickness for which the [Insured][Covered Person] is entitled to benefits under Workers Compensation, Employer Liability, or similar law[; or
13. [expenses which are more than **Reasonable and Customary**; or]
14. [travel into the United States of America].

OUT OF COUNTRY TRAVEL MEDICAL INSURANCE GENERAL POLICY CONDITIONS:

SUBROGATION

We have the right to recover all payments including future payments, which **We** have made to the **[Insured][Covered Person]** or on behalf of the **[Insured's][Covered Person's]** covered dependents, heirs, guardians or executors or will be obligated to pay in the future to the **[Insured][Covered Person]**, from any third party. If the **[Insured][Covered Person]** recovers from any third party, **We** will be reimbursed first from such recovery to the extent of **Our** payments to the **[Insured][Covered Person]**. The **[Insured][Covered Person]** agrees to assist **Us** in preserving **Our** rights against any third party, including but not limited to, signing subrogation forms supplied by **Us**.

COORDINATION OF BENEFITS

The coverage provided under this endorsement will always be treated as secondary (Secondary Plan) to any other insurance (Primary Plan).

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

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

We will coordinate benefits with the following types of medical plans:

- 1. group health plans, whether insured or self-insured;
- 2. hospital indemnity benefits in excess of \$200 per day;
- 3. specified disease policies;
- 4. foreign national health care plans;
- 5. medical payments under group or individual automobile policies;
- 6. medical payments under homeowner's insurance policies; or
- 7. other governmental benefits, as permitted by law.

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

Endorsement No. [XX]

Signed for by Zurich American Insurance Company [_____] Date: [April 1, 2009]

SERFF Tracking Number: *ZURC-126156066* *State:* *Arkansas*
Filing Company: *Zurich American Insurance Company* *State Tracking Number:* *42396*
Company Tracking Number: *CW AH 28759*
TOI: *H02G Group Health - Accident Only* *Sub-TOI:* *H02G.000 Health - Accident Only*
Product Name: *Amendatory Endorsement Out of Country Travel Medical Insurance Certificate*
Project Name/Number: *Amendatory Endorsement Out of Country Travel Medical Insurance Certificate/CW AH 28759*

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: ZURC-126156066 State: Arkansas
Filing Company: Zurich American Insurance Company State Tracking Number: 42396
Company Tracking Number: CW AH 28759
TOI: H02G Group Health - Accident Only Sub-TOI: H02G.000 Health - Accident Only
Product Name: Amendatory Endorsement Out of Country Travel Medical Insurance Certificate
Project Name/Number: Amendatory Endorsement Out of Country Travel Medical Insurance Certificate/CW AH 28759

Supporting Document Schedules

Satisfied -Name: Flesch Certification **Review Status:** Approved-Closed 05/20/2009
Comments:
Attachment:
UTA - Certificate of Readability.pdf

Bypassed -Name: Application **Review Status:** Approved-Closed 05/20/2009
Bypass Reason: submitting an endorsement to a previously approved policy - UTA100; the application was also approved - UTA105, SERFF filing#125169763, state filing# CW AH 26138
Comments:

Satisfied -Name: Statement of Variables **Review Status:** Approved-Closed 05/20/2009
Comments:
Attachments:
Statement of Variables UTA1180ACW0409.pdf
Explanatory Memo UTA117, UTA118 only.pdf

Certificate of Readability



Zurich American Insurance Company

I have reviewed or supervised the preparation of the attached policy forms. I hereby certify that to the best of my knowledge, information, and belief, these policy forms comply with the minimum readability standards required by your State Insurance Code.

The policy forms listed below have achieved the following Flesch Scores using the Flesch Reading Ease software published by Micro Power & Light Co.:

Form Number	Title	Flesch Score
U-TA-117-A CW (04/09)	ZAIC Certificate Out of Country Medical Insurance Endorsement	41
U-TA-118-A CW (04/09)	ZAIC Policy Out of Country Medical Insurance Endorsement	41

Signature: 

Officer: Lisa Plante

Title: Vice President

Date: May 3, 2009

Statement of Variables



Zurich American Insurance Company
Schaumburg, Illinois

POLICY AMENDATORY ENDORSEMENT OUT OF COUNTRY MEDICAL INSURANCE

Page 1

This endorsement, effective [April 1, 2009], forms a part of **Policy** No.[XXXXXXXX-XX],

issued to [].

Effective date of the Endorsement
Policy Number of Policy to which this Endorsement is attached.
Name of Policyholder

SECTION II – SCHEDULE CLASSES COVERED [ALL]

The appropriate Classes Covered will be inserted.

Additional Out of Country Travel Medical Insurance Premium: [\$XX per day per traveling
[Insured]
[Covered Person]

This varies by calculation.
This will be in or out.
This will in or out.

Limit of Liability per person: [\$100,000]

The range will be \$25,000 - \$500,000.

Deductible per person: [\$500]

The range will be \$100 - \$5,000.

SECTION VI – ADDITIONAL BENEFITS OUT OF COUNTRY TRAVEL MEDICAL INSURANCE

We will pay the
[Reasonable and Customary and]
Medically Necessary expenses incurred by the
[Insured]
[Covered Person]
resulting from either a **Covered Accident** or an **Illness**
while traveling outside their country of residence or permanent assignment
[.]

This will be in or out.

[while on the **Business of the Policyholder.**]
[while on a **Bona Fide Trip**]
[including **Personal Deviations.**]
[including **Personal Deviations and Side Trips.**]

This will be in or out.
This will be in or out.

Coverage is provided solely on a secondary basis and after application of the deductible shown in the Schedule above. Benefits will be coordinated with any group or individual health insurance.

This will be in or out.
This will be in or out.

This will be in or out.

This will be in or out.

Coverage is conditional upon the notification
[within 24 hours]
by the

This will be in or out.

[Insured]
[Covered Person]
or **Policyholder** to Zurich Travel Assistance at
[1-XXX-XXX-XXXX],
of the need for medical treatment. Zurich Travel Assistance, in conjunction with the local attending

This will be in or out.
This will be in or out.

Toll-free telephone number for Zurich Travel Assistance.

physician, shall coordinate the most suitable medical care including emergency evacuation or repatriation if necessary.

OUT OF COUNTRY TRAVEL MEDICAL INSURANCE DEFINITIONS:

Bona Fide Trip means a trip that requires the

[Insured]

[Covered Person]

to travel outside the limits of the city or municipality where he or she normally works.

This will be in or out.

This will be in or out.

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

[and]

3) is taken during the course of the business trip

[.]

[and lasts for no more than [72] hours.]

This will be in or out.

This will be in or out.

This will be in or out. If in, the range will be 1 – 72 hours.

Pre-existing Condition means a condition for which the

[Insured]

[Covered Person]

has sought or received medical advice or treatment for within

[six (6)] months of the event.

This will be in or out.

This will be in or out.

The range will be 1 – 12 months.

[Reasonable and Customary expenses] means the common charges made by other health care providers in the same locality for the treatment furnished. If the common charges for a service cannot be determined due to the unusual nature of such service, **We** will determine the amount based upon:

1. the complexity involved;
2. the degree of professional skill required; and
3. any other pertinent factors.

We reserve the right to make the final determination of what is **Reasonable and Customary**.]

This will be in or out.

OUT OF COUNTRY TRAVEL MEDICAL INSURANCE EXCLUSIONS:

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

1. emergency evacuation expenses without the prior approval of Zurich Travel Assistance;
2. in-patient hospital treatment unless the

[Insured]

[Covered Person]

has notified Zurich Travel Assistance in advance of the planned admission and allowed them to coordinate care or, in the case of an emergency admission, notified Zurich Travel Assistance within [24 hours] of said admission;

3. non-emergency medical expenses unless prior notice is given to Zurich Travel Assistance;
4. any medical expenses incurred by the

This will be in or out.

This will be in or out.

The range will be 1 – 72 hours.

- | | |
|--|---|
| <p>[Insured]
 [Covered Person]
 for treatment provided after Zurich Travel Assistance, based on the advice of a Medical Practitioner, has recommended the repatriation of the</p> | <p>This will be in or out.
 This will be in or out.</p> |
| <p>[Insured]
 [Covered Person]
 to their Country of Permanent Residence or assignment;</p> | <p>This will be in or out.
 This will be in or out.</p> |
| <p>5. any medical expenses incurred if the travel was undertaken for the purpose of obtaining medical treatment;</p> | |
| <p>6. [medical expenses recoverable from any group or individual health insurance policy or national health insurance plan;]</p> | <p>This will be in or out.</p> |
| <p>7. medical expenses incurred more than [twelve (12)] months from the date of the Covered Injury or onset of Illness;</p> | <p>The range will be 6 – 24 months.</p> |
| <p>8. medical expenses resulting from the [Insured]
 [Covered Person]
 engaging in aviation as a pilot of a fixed wing or rotary propelled aircraft;</p> | <p>This will be in or out.
 This will be in or out.</p> |
| <p>9. cosmetic or plastic surgery;</p> | |
| <p>10. pregnancy unless such expenses are incurred as a result of an emergency, then a maximum benefit of [\$3,000.00] shall apply;</p> | <p>The range will be \$500.00 - \$10,000.00</p> |
| <p>11. medical expenses with respect to a Pre-existing Condition that the [Insured]
 [Covered Person]
 has sought medical treatment for within [six (6)] months of the event;</p> | <p>This will be in or out.
 This will be in or out.

 The range will be 1 – 12 months.</p> |
| <p>12. an injury or sickness for which the [Insured]
 [Covered Person]
 is entitled to benefits under Workers Compensation, Employer Liability, or similar law[; or</p> | <p>This will be in or out.
 This will be in or out.</p> |
| <p>13. [expenses which are more than Reasonable and Customary; or]</p> | <p>This will be in or out.</p> |
| <p>14. [travel into the United States of America].</p> | <p>This will be in or out.</p> |

**OUT OF COUNTRY TRAVEL MEDICAL INSURANCE
GENERAL POLICY CONDITIONS:**

SUBROGATION

We have the right to recover all payments including future payments, which **We** have made to the

- | | |
|---|---|
| <p>[Insured]
 [Covered Person]
 or on behalf of the</p> | <p>This will be in or out.
 This will be in or out.</p> |
| <p>[Insured's]
 [Covered Person's]</p> | <p>This will be in or out.
 This will be in or out.</p> |

covered dependents, heirs, guardians or executors or will be obligated to pay in the future to the

[Insured]

[Covered Person]

, from any third party. If the

[Insured]

[Covered Person]

recovers from any third party, We will be reimbursed first from such recovery to the extent of Our payments to the

[Insured]

[Covered Person].

The

[Insured]

[Covered Person]

agrees to assist Us in preserving Our rights against any third party, including but not limited to, signing subrogation forms supplied by Us.

This will be in or out.

COORDINATION OF BENEFITS

The coverage provided under this endorsement will always be treated as secondary (Secondary Plan) to any other insurance (Primary Plan).

Coordination of Benefits (COB) applies whenever the

[Insured]

[Covered Person]

has health coverage under more than one plan, as defined below. The purpose of coordinating benefits is to help the

[Insured]

[Covered Person]

pay for medical expenses, but not to result in total benefits that are greater than the expenses actually incurred.

This will be in or out.

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

CERTIFICATE AMENDATORY ENDORSEMENT OUT OF COUNTRY MEDICAL INSURANCE

Page 1

This endorsement, effective [April 1, 2009], forms a part of **Policy** No.[XXXXXXXX-XX],

issued to [].

Effective date of the Endorsement
Policy Number of Policy to which this Endorsement is attached.
Name of Policyholder

SECTION II – SCHEDULE

CLASSES COVERED

[ALL]

The appropriate Classes Covered will be inserted.

Additional Out of Country Travel Medical Insurance Premium: [\$XX per day per traveling

[Insured]

[Covered Person]

This varies by calculation.

This will be in or out.

This will in or out.

Limit of Liability per person: [\$100,000]

The range will be \$25,000 - \$500,000.

Deductible per person: [\$500]

The range will be \$100 - \$5,000.

SECTION VI – ADDITIONAL BENEFITS OUT OF COUNTRY TRAVEL MEDICAL INSURANCE

We will pay the

[Reasonable and Customary and]

Medically Necessary expenses incurred by the

[Insured]

[Covered Person]

resulting from either a **Covered Accident** or an **Illness** while traveling outside their country of residence or permanent assignment

[.]

[while on the **Business of the Policyholder.**]

[while on a **Bona Fide Trip]**

[including **Personal Deviations.**]

[including **Personal Deviations and Side Trips.**]

Coverage is provided solely on a secondary basis and after application of the deductible shown in the Schedule above.

Benefits will be coordinated with any group or individual health insurance.

This will be in or out.

Coverage is conditional upon the notification

[within 24 hours]

by the

[Insured]

[Covered Person]

or **Policyholder** to Zurich Travel Assistance at

[1-XXX-XXX-XXXX],

of the need for medical treatment. Zurich Travel Assistance, in conjunction with the local attending physician, shall coordinate the most suitable medical care including emergency evacuation or repatriation if necessary.

This will be in or out.

This will be in or out.

This will be in or out.

Toll-free telephone number for Zurich Travel Assistance.

OUT OF COUNTRY TRAVEL MEDICAL INSURANCE DEFINITIONS:

Bona Fide Trip means a trip that requires the

[Insured]

This will be in or out.

[Covered Person]

to travel outside the limits of the city or municipality where he or she normally works.

This will be in or out.

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

[and]

3) is taken during the course of the business trip

[.]

[and lasts for no more than [72] hours.]

This will be in or out.

This will be in or out.

This will be in or out. If in, the range will be 1 – 72 hours.

Pre-existing Condition means a condition for which the **[Insured]**

[Covered Person]

has sought or received medical advice or treatment for within

[six (6)] months of the event.

This will be in or out.

This will be in or out.

The range will be 1 – 12 months.

[Reasonable and Customary] expenses means the common charges made by other health care providers in the same locality for the treatment furnished. If the common charges for a service cannot be determined due to the unusual nature of such service, **We** will determine the amount based upon:

- 4. the complexity involved;
- 5. the degree of professional skill required; and
- 6. any other pertinent factors.

This will be in or out.

We reserve the right to make the final determination of what is **Reasonable and Customary.**]

OUT OF COUNTRY TRAVEL MEDICAL INSURANCE EXCLUSIONS:

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

- 1. emergency evacuation expenses without the prior approval of Zurich Travel Assistance;
- 2. in-patient hospital treatment unless the

[Insured]

[Covered Person]

has notified Zurich Travel Assistance in advance of the planned admission and allowed them to coordinate care or, in the case of an emergency admission, notified Zurich Travel Assistance within [24 hours] of said admission;

- 3. non-emergency medical expenses unless prior notice is given to Zurich Travel Assistance;
- 4. any medical expenses incurred by the

[Insured]

[Covered Person]

for treatment provided after Zurich Travel Assistance, based on the advice of a Medical Practitioner, has recommended the repatriation of the

[Insured]

[Covered Person]

This will be in or out.

This will be in or out.

The range will be 1 – 72 hours.

This will be in or out.

- to their Country of Permanent Residence or assignment;
5. any medical expenses incurred if the travel was undertaken for the purpose of obtaining medical treatment;
 6. [medical expenses recoverable from any group or individual health insurance policy or national health insurance plan;] This will be in or out.
 7. medical expenses incurred more than [twelve (12)] months from the date of the **Covered Injury** or onset of **Illness**; The range will be 6 – 24 months.
 8. medical expenses resulting from the **[Insured]** **[Covered Person]** engaging in aviation as a pilot of a fixed wing or rotary propelled aircraft; This will be in or out.
This will be in or out.
 9. cosmetic or plastic surgery;
 10. pregnancy unless such expenses are incurred as a result of an emergency, then a maximum benefit of [\$3,000.00] shall apply; The range will be \$500.00 - \$10,000.00
 11. medical expenses with respect to a **Pre-existing Condition** that the **[Insured]** **[Covered Person]** has sought medical treatment for within [six (6)] months of the event; This will be in or out.
This will be in or out.
The range will be 1 – 12 months.
 12. an injury or sickness for which the **[Insured]** **[Covered Person]** is entitled to benefits under Workers Compensation, Employer Liability, or similar law[; or This will be in or out.
This will be in or out.
 13. [expenses which are more than **Reasonable and Customary**; or] This will be in or out.
 14. [travel into the United States of America]. This will be in or out.

**OUT OF COUNTRY TRAVEL MEDICAL INSURANCE
GENERAL POLICY CONDITIONS:**

SUBROGATION

We have the right to recover all payments including future payments, which **We** have made to the **[Insured]** **[Covered Person]** or on behalf of the **[Insured's]** **[Covered Person's]** covered dependents, heirs, guardians or executors or will be obligated to pay in the future to the **[Insured]** **[Covered Person]** , from any third party. If the **[Insured]** **[Covered Person]** recovers from any third party, We will be reimbursed first

This will be in or out.
This will be in or out.

This will be in or out.
This will be in or out.

This will be in or out.
This will be in or out.

This will be in or out.
This will be in or out.

from such recovery to the extent of Our payments to the
[Insured]
[Covered Person].

This will be in or out.
This will be in or out.

The
[Insured]
[Covered Person]

This will be in or out.
This will be in or out.

agrees to assist Us in preserving Our rights against any
third party, including but not limited to, signing subrogation
forms supplied by Us.

COORDINATION OF BENEFITS

The coverage provided under this endorsement will always
be treated as secondary (Secondary Plan) to any other
insurance (Primary Plan).

Coordination of Benefits (COB) applies whenever the
[Insured]

This will be in or out.
This will be in or out.

[Covered Person]
has health coverage under more than one plan, as defined
below. The purpose of coordinating benefits is to help the

[Insured]
[Covered Person]

This will be in or out.
This will be in or out.

pay for medical expenses, but not to result in total benefits
that are greater than the expenses actually incurred.

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



Zurich American Insurance Company

**EXPLANATORY MEMORANDUM
OUT OF COUNTRY TRAVEL MEDICAL INSURANCE
COMPANY FILING NUMBER – CW AH 28759
U-TA-117-A CW (04/09)
U-TA-118-A CW (04/09)**

This is a new endorsement form filing responding to the needs of our customers. This endorsement provides an additional benefit to our Policyholders and Insureds in that the Company will reimburse, on a secondary basis, eligible medical expenses incurred by a Covered Person, which were the result of a Covered Accident or an Illness while traveling outside their country of residence or permanent assignment.

This endorsement may be marketed through brokers, consultants, third party administrators and sales employees.

This filing includes a certification of readability and statement of variables.

This endorsement will be used with our Basic Accident Policy, U-TA-100.