

# NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

Executive Offices: 175 Water Street, 15<sup>th</sup> Floor, New York, NY 10038

(212) 458-5000

(a capital stock company, herein referred to as the Company)

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Policyholder: Saginaw Valley State University

Policy Number: SRG 0009157746

## BLANKET ACCIDENT INSURANCE POLICY

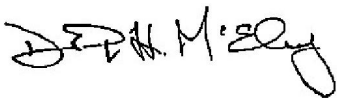
This Policy is a legal contract between the Policyholder and the Company. The Company agrees to insure eligible persons of the Policyholder against loss covered by this Policy subject to its provisions, limitations and exclusions. The persons eligible to be Insureds are all persons described in the Classification of Eligible Persons section of the Master Application. This Policy provides accident insurance to Insureds while they are participating in Covered Activities.

This Policy is issued in consideration of the payment of the required premium when due and the statements set forth in the signed Master Application, which is attached to and made part of this Policy.

This Policy begins on the Policy Effective Date shown in the Master Application and continues in effect until the Policy Termination Date as long as premiums are paid when due, unless otherwise terminated as further provided in this Policy. If this Policy is terminated, insurance ends on the date to which premiums have been paid, subject to the Grace Period provision. After the Policy Termination Date, this Policy may be renewed for additional periods of time by mutual written consent of the Company and the Policyholder at the premium rates set by the Company for the renewal period.

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

The President and Secretary of National Union Fire Insurance Company of Pittsburgh, Pa. witness this Policy:



President



Secretary

**PLEASE READ THIS POLICY CAREFULLY.**

**Non-Participating Policy**

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## DEFINITIONS

Any capitalized terms in the Policy, Master Application, and any riders, amendments, or other attached papers are to be given the meanings as ascribed in this section or as later defined.

**Benefit Schedule** - means the Benefit Schedule section of the Master Application.

**Covered Activity (ies)** - means those activities set out in the Covered Activities section of the Master Application, with respect to which Insureds are provided accident insurance under this Policy.

**Injury** - means bodily injury caused by an accident that: (1) occurs while this Policy is in force as to the person whose injury is the basis of claim; (2) occurs while such person is participating in a Covered Activity; and (3) results directly and independently of all other causes in a covered loss.

**Insured** - means a person: (1) who is a member of an eligible class of persons as described in the Classification of Eligible Persons section of the Master Application; (2) for whom premium has been paid; and (3) while covered under this Policy.

**Immediate Family Member** - means a person who is related to the Insured in any of the following ways: spouse, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, father-in-law, parent (includes stepparent), brother or sister (includes stepbrother or stepsister), or child (includes legally adopted or stepchild).

**Physician** - means a licensed practitioner of the healing arts acting within the scope of his or her license who is not: 1) the Insured; 2) an Immediate Family Member; or 3) retained by the Policyholder.

## POLICY EFFECTIVE AND TERMINATION DATES

**Effective Date.** This Policy begins on the Policy Effective Date shown in the Master Application at 12:01 AM Standard Time at the address of the Policyholder where this Policy is delivered.

**Termination Date.** The Company may terminate this Policy by giving 30 days advance notice in writing to the Policyholder. This Policy may, at any time, be terminated by mutual written consent of the Company and the Policyholder. This Policy terminates automatically on the earlier of: (1) the Policy Termination Date shown in the Master Application; or (2) the premium due date if premiums are not paid when due. Termination takes effect at 12:01 AM Standard Time at the Policyholder's address on the date of termination. In the event of termination, the Company will refund to the Policyholder any unearned premium, in excess of \$25, on a pro rata basis.

## INSURED'S EFFECTIVE AND TERMINATION DATES

**Effective Date.** An Insured's coverage under this Policy begins on the latest of: (1) the Policy Effective Date; (2) the date for which the first premium for the Insured's coverage is paid; or (3) the date the person becomes a member of an eligible class of persons as described in the Classification of Eligible Persons section of the Master Application.

A change in an Insured's coverage under this Policy due to a change in his or her eligible class or Covered Activity becomes effective on the later of: (1) when the change in his or her eligible class or Covered Activity occurs; or (2) if the change requires a change in premium, the date the first changed

premium is paid. However, a change in coverage applies only with respect to accidents that occur once the change becomes effective.

**Termination Date.** An Insured's coverage under this Policy ends on the earliest of: (1) the date this Policy is terminated; (2) the premium due date if premiums are not paid when due, subject to the Grace Period provision, or (3) the date the Insured ceases to be a member of any eligible class(es) of persons as described in the Classification of Eligible Persons section of the Master Application.

Termination of coverage will not affect a claim for a covered loss that occurred while the Insured's coverage was in force under this Policy.

## **PREMIUM**

**Premiums.** Premiums are payable to the Company at the rates and in the manner described in the Premiums section of the Master Application. The Company may change the required premiums due on any premium due date by giving the Policyholder at least 31 days advance written notice. The Company may also change the required premiums at any time when any change affecting rates is made in this Policy. (Any such change in this Policy will not take effect until any required additional premium is received by the Company, except as otherwise agreed to in writing by the Company and the Policyholder.)

**Grace Period.** A Grace Period of 31 days will be provided for the payment of any premium due after the first. This Policy will terminate on the last day of the Grace Period if the Policyholder fails to pay all premiums due by the last day of the Grace Period.

If the Company expressly agrees to accept late payment of a premium without terminating this Policy, the Company does so in accordance with the Noncompliance with Policy Requirements provision of the General Provisions section. In such case, the Policyholder will be liable to the Company for any unpaid premiums for the time this Policy is in force.

No grace period will be provided if the Company receives notice to terminate this Policy prior to a premium due date.

## BENEFITS

**Maximum Amount.** As applicable to each Benefit provided by this Policy for each Insured, Maximum Amount means the amount shown as the maximum amount for that Benefit for the Insured's eligible class in the Benefit Schedule, subject to the Reduction Schedule shown below.

**Reduction Schedule.** The Maximum Amount used to determine the amount payable for a loss will be reduced if an Insured is age 70 or older on the date of the accident causing the loss with respect to any of the following Benefits provided by this Policy: Accidental Death Benefit, Accidental Dismemberment Benefit, Felonious Assault Benefit. The Maximum Amount is reduced to a percentage of the Maximum Amount that would be used if the Insured were under age 70 on the date of the accident, according to the following schedule:

| AGE ON DATE OF ACCIDENT | PERCENTAGE OF UNDER-AGE-70 MAXIMUM AMOUNT |
|-------------------------|---|
| 70 - 74                 | 65%                                       |
| 75 - 79                 | 45%                                       |
| 80 - 84                 | 30%                                       |
| 85 and older            | 15%                                       |

Premium for an Insured age 70 or older is based on 100% of the coverage that would be in effect if the Insured were under age 70.

"Age" as used above refers to the age of the Insured on the Insured's most recent birthday, regardless of the actual time of birth.

**Accidental Death Benefit.** If Injury to the Insured results in death within 365 days of the date of the accident that caused the Injury, the Company will pay 100% of the Maximum Amount.

**Accidental Dismemberment Benefit.** If Injury to the Insured results, within 365 days of the date of the accident that caused the Injury, in any one of the Losses specified below, the Company will pay the percentage of the Maximum Amount shown below for that Loss:

| For Loss Of                              | Percentage of Maximum Amount |
|--|------------------------------|
| Both Hands or Both Feet.....             | 100%                         |
| Sight of Both Eyes.....                  | 100%                         |
| One Hand and One Foot.....               | 100%                         |
| One Hand and the Sight of One Eye.....   | 100%                         |
| One Foot and the Sight of One Eye.....   | 100%                         |
| Speech and Hearing in Both Ears.....     | 100%                         |
| One Hand or One Foot.....                | 50%                          |
| The Sight of One Eye.....                | 50%                          |
| Speech or Hearing in Both Ears.....      | 50%                          |
| Hearing in One Ear.....                  | 25%                          |
| Thumb and Index Finger of Same Hand..... | 25%                          |

“Loss” of a hand or foot means complete severance through or above the wrist or ankle joint. “Loss” of sight of an eye means total and irrecoverable loss of the entire sight in that eye. “Loss” of hearing in an ear means total and irrecoverable loss of the entire ability to hear in that ear. “Loss” of speech means total and irrecoverable loss of the entire ability to speak. “Loss” of thumb and index finger means complete severance through or above the metacarpophalangeal joint of both digits.

If more than one Loss is sustained by an Insured as a result of the same accident, only one amount, the largest, will be paid.

**Exposure and Disappearance.** If by reason of an accident occurring while an Insured's coverage is in force under this Policy, the Insured is unavoidably exposed to the elements and as a result of such exposure suffers a loss for which a benefit is otherwise payable under this Policy, the loss will be covered under the terms of this Policy.

If the body of an Insured has not been found within one year of the disappearance, forced landing, stranding, sinking or wrecking of a conveyance in which the person was an occupant while covered under this Policy, then it will be deemed, subject to all other terms and provisions of this Policy, that the Insured has suffered accidental death within the meaning of this Policy.

## LIMITATIONS

**Limitation on Multiple Benefits.** If an Insured suffers one or more losses from the same accident for which amounts are payable under more than one of the following Benefits provided by this Policy, the maximum amount payable under all of the Benefits combined will not exceed the amount payable for one of those losses, the largest: Accidental Death Benefit, Accidental Dismemberment Benefit.

**Aggregate Limit.** The maximum amount payable under this Policy may be reduced if more than one Insured suffers a loss as a result of the same accident, and if amounts are payable for those losses under one or more of the following Benefits provided by this Policy: Accidental Death Benefit, Accidental Dismemberment Benefit. The maximum amount payable for all such losses for all Insureds under all those Benefits combined will not exceed the amount shown as the Aggregate Limit in the Benefit Schedule. If the combined maximum amount otherwise payable for all Insureds must be reduced to comply with this provision, the reduction will be taken by applying the same percentage of reduction to the individual maximum amount otherwise payable for each Insured for all such losses under all those Benefits combined.

## EXCLUSIONS

This Policy does not cover any loss caused in whole or in part by, or resulting in whole or in part from, the following:

1. suicide or any attempt at suicide or intentionally self inflicted injury or any attempt at intentionally self inflicted injury.
2. sickness, disease or infections of any kind; except bacterial infections due to an accidental cut or wound, botulism or ptomaine poisoning.
3. the Insured's commission of or attempt to commit a felony.
4. declared or undeclared war, or any act of declared or undeclared war.
5. participation in any team sport or any other athletic activity, except participation in a Covered Activity.
6. full-time active duty in the armed forces, National Guard or organized reserve corps of any country or international authority. (Unearned Premium for any period for which the Insured is not covered due to his or her active duty status will be refunded.) (Loss caused while on short-term National Guard or reserve duty for regularly scheduled training purposes is not excluded.)
7. travel or flight in or on (including getting in or out of, or on or off of) any vehicle used for aerial navigation, if the Insured is:
  - a. riding as a passenger in any aircraft not licensed for the transportation of passengers for hire.
  - b. performing, learning to perform or instructing others to perform as a pilot or crew member of any aircraft.
8. any condition for which the Insured is entitled to benefits under any Workers' Compensation Act or similar law.
9. the Insured being under the influence of intoxicants while operating any vehicle or means of transportation or conveyance in violation of Michigan vehicle code MCL 257.625, or similar law in a jurisdiction outside of this state.



## CLAIMS PROVISIONS

**Notice of Claim.** Written notice of claim must be given to the Company within 20 days after an Insured's loss, or as soon thereafter as reasonably possible. Notice given by or on behalf of the claimant to the Company at A&H Claims Department PO Box 25987, Shawnee Mission, KS 66225, with information sufficient to identify the Insured, is deemed notice to the Company.

**Claim Forms.** The Company will send claim forms to the claimant upon receipt of a written notice of claim. If such forms are not sent within 15 days after the giving of notice, the claimant will be deemed to have met the proof of loss requirements upon submitting, within the time fixed in this Policy for filing proofs of loss, written proof covering the occurrence, the character and the extent of the loss for which claim is made. The notice should include the Insured's name, the Policyholder's name and the Policy number.

**Proof of Loss.** Written proof of loss must be furnished to the Company within 90 days after the date of the loss. If the loss is one for which this Policy requires continuing eligibility for periodic benefit payments, subsequent written proofs of eligibility must be furnished at such intervals as the Company may reasonably require. Failure to furnish proof within the time required neither invalidates nor reduces any claim if it was not reasonably possible to give proof within such time, provided such proof is furnished as soon as reasonably possible and in no event, except in the absence of legal capacity of the claimant, later than one year from the time proof is otherwise required.

**Payment of Claims.** Upon receipt of due written proof of death, payment for loss of life of an Insured will be made, in equal shares, to the survivors in the first surviving class of those that follow: the Insured's (1) spouse; (2) children; (3) parents; or (4) brothers and sisters. If no class has a survivor, the beneficiary is the Insured's estate.

Upon receipt of due written proof of loss, payments for all losses, except loss of life, will be made to (or on behalf of, if applicable) the Insured suffering the loss. If an Insured dies before all payments due have been made, the amount still payable will be paid, in equal shares, to the survivors in the first surviving class of those that follow: the Insured's (1) spouse; (2) children; (3) parents; or (4) brothers and sisters. If no class has a survivor, the beneficiary is the Insured's estate.

If any payee is a minor or is not competent to give a valid release for the payment, the payment will be made to the legal guardian of the payee's property. If the payee has no legal guardian for his or her property, a payment not exceeding \$1,000 may be made, at the Company's option, to any relative by blood or connection by marriage of the payee, who, in the Company's opinion, has assumed the custody and support of the minor or responsibility for the incompetent person's affairs.

Any payment the Company makes in good faith fully discharges the Company's liability to the extent of the payment made.

**Time of Payment of Claims.** Benefits payable under this Policy for any loss other than loss for which this Policy provides any periodic payment will be paid immediately upon the Company's receipt of due written proof of the loss. Subject to the Company's receipt of due written proof of loss, all accrued benefits for loss for which this Policy provides periodic payment will be paid at the expiration of each month during the continuance of the period for which the Company is liable and any balance remaining unpaid upon termination of liability will be paid immediately upon receipt of such proof.

## GENERAL PROVISIONS

**Entire Contract; Changes.** This Policy, the Master Application, and any attached papers make up the entire contract between the Policyholder and the Company. In the absence of fraud, all statements made by the Policyholder or any Insured will be considered representations and not warranties. No written statement made by an Insured will be used in any contest unless a copy of the statement is furnished to the Insured or his or her beneficiary or personal representative.

No change in this Policy will be valid until approved by an officer of the Company. The approval must be noted on or attached to this Policy. No agent may change this Policy or waive any of its provisions.

**Incontestability.** The validity of this Policy will not be contested after it has been in force for three year(s) from the Policy Effective Date, except as to nonpayment of premiums.

**Physical Examination and Autopsy.** The Company at its own expense has the right and opportunity to examine the person of any individual whose loss is the basis of claim under this Policy when and as often as it may reasonably require during the pendency of the claim and to make an autopsy in case of death where it is not forbidden by law.

**Legal Actions.** No action at law or in equity may be brought to recover on this Policy prior to the expiration of 60 days after written proof of loss has been furnished in accordance with the requirements of this Policy. No such action may be brought after the expiration of 3 years after the time written proof of loss is required to be furnished.

**Noncompliance with Policy Requirements.** Any express waiver by the Company of any requirements of this Policy will not constitute a continuing waiver of such requirements. Any failure by the Company to insist upon compliance with any Policy provision will not operate as a waiver or amendment of that provision.

**Workers' Compensation.** This Policy is not in lieu of and does not affect any requirements for coverage by any Workers' Compensation Act or similar law.

**Clerical Error.** Clerical error, whether by the Policyholder or the Company, will not void the insurance of any Insured if that insurance would otherwise have been in effect nor extend the insurance of any Insured if that insurance would otherwise have ended or been reduced as provided in this Policy.

**Records.** The Company has the right to inspect at any reasonable time, any records of the Policyholder that may have a bearing on this insurance.

**Assignment.** This Policy is non-assignable. An Insured may not assign any of his or her rights, privileges or benefits under this Policy.

**New Entrants.** This Policy will allow from time to time, that new eligible Insureds of the Policyholder be added to the class(es) of Insureds originally insured under this Policy.

**Misstatement of Age.** If premiums for the Insured are based on age and the Insured has misstated his or her age, there will be a fair adjustment of premiums based on his or her true age. If the benefits for which the Insured is insured are based on age and the Insured has misstated his or her age, there will be an adjustment of said benefit based on his or her true age. The Company may require satisfactory proof of age before paying any claim.

# NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

Executive Offices: 175 Water Street, 15<sup>th</sup> Floor, New York, NY 10038

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(a capital stock company, herein referred to as the Company)

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## MASTER APPLICATION FOR BLANKET ACCIDENT INSURANCE POLICY

Application is hereby made for an accident insurance policy based on the following statements and representations:

### 1. Identification of Policyholder:

Name of Policyholder: Saginaw Valley State University

Address of Policyholder: 7400 Bay Road, University Center, MI 48710

Policy Number: SRG 0009157746

### 2. Classification of Eligible Persons:

| Class | Description of Class   | Number of Eligible Persons |
|-------|--|----------------------------|
| I     | All registered Full Time international students and scholars of the Policyholder, under the age of 65, with a current passport and an F-1 or J-1 visa, whose name is on file and for whom premium has been paid and: Who are temporarily residing outside their home country as a nonresident alien ~Is engaged in Educational Activities of the Member; and ~Has not obtained permanent residency status in the United States; and ~Is not a U.S. Citizen | To Be Determined           |
| II    | Legal Spouse of the of a Class 1 Insured Person, under the age of 65, whose name is on file and for whom premium has been paid and: ~Who are outside their Home Country and residing with the Class I Insured Person; and ~Has not obtained permanent residency status in the United States; and ~Is not a U.S. Citizen  | To Be Determined           |
| III   | Dependent child of the of a Class 1 Insured Person, under the age of 27, whose name is on file and for whom premium has been paid and; ~Has not obtained permanent residency status in the United States; and ~Is not a U.S. Citizen   | To Be Determined           |

### 3. Policy Coverage:

A. **Covered Activities:** 24 Hours while in the U.S. and Participating in education or educational activities or research related activities of the Policyholder. Coverage expires the earlier of the

day the education trip ends or the expiration of the Policy. Enrollment in coverage cannot exceed 52 weeks. Coverage excludes: intercollegiate sports

**B. Benefit Schedule:**

CLASS I

**Accidental Death Benefit**  
**Maximum Amount:** \$10,000

**Accidental Dismemberment Benefit**  
**Maximum Amount:** \$10,000

**Accident Medical Expense Benefit**  
**Overall Accident Medical Expense Maximum Amount:** \$250,000

**Maximum Amount for Physical Therapy:** \$25 per Day  
**Maximum Number of Days:** 10

Note: Expenses charged to the maximum for the above services are also subject to the Overall Accident Medical Expense Maximum Amount shown above.

**Maximum Amount for Occupational Therapy:** \$25 per Day  
**Maximum Number of Days:** 10

Note: Expenses charged to the maximum for the above services are also subject to the Overall Accident Medical Expense Maximum Amount shown above.

**Maximum Amount for Prescription Drugs:** \$1,000

Note: Expenses charged to the maximum for the above prescription drugs are also subject to the Overall Accident Medical Expense Maximum Amount shown above.

**Maximum Amount for Emergency Room /Ambulatory Medical Center:** \$50,000

Note: Expenses charged to the maximum for the above Emergency Room /Ambulatory Medical Center are also subject to the Overall Accident Medical Expense Maximum Amount shown above.

**Maximum Amount for Ambulance:** \$500

Note: Expenses charged to the maximum for the above ambulance are also subject to the Overall Accident Medical Expense Maximum Amount shown above.

**Dental Maximum Amount per tooth:** \$250 per accident

Note: Expenses charged to the maximum for the above Dental services per tooth are also subject to the Overall Accident Medical Expense Maximum Amount shown above.

**Accidental Needlestick and Splatter Exposure Benefit**  
**Screening Test Benefit Maximum Amount:** \$250 per Incident  
**Indemnity Benefit Maximum Amount:** \$10,000 per Incident

|  |                    |
|--|--------------------|
| <b>Bereavement and Trauma Counseling Benefit</b>   |                    |
| <b>Maximum Amount per Session:</b>   | \$250 per accident |
| <b>Maximum Number of Sessions:</b>   | 20 per accident    |
| <b>Emergency Evacuation with Family Travel Benefit</b>   |                    |
| <b>Maximum Amount:</b>   | \$250,000          |
| <b>Felonious Assault Benefit (Dollar Amount)</b>   |                    |
| <b>Maximum Amount:</b>   | \$5,000            |
| <b>Psychological Therapy Benefit</b>   |                    |
| <b>Maximum Amount Per Session:</b>   | \$50 per accident  |
| <b>Maximum Number of Sessions:</b>   | 10 per accident    |
| <b>Repatriation of Remains Benefit</b>   |                    |
| <b>Maximum Amount:</b>   | \$50,000           |
| <b>Sickness Medical Expense Benefit</b>  |                    |
| <b>Overall Sickness Medical Expense Maximum Amount:</b>  | \$250,000          |
| <b>Maximum Amount for Physical Therapy:</b>  | \$25 per Day       |
| <b>Maximum Number of Days:</b>   | 10                 |
| Note: Expenses charged to the maximum for the above services are also subject to the Overall Sickness Medical Expense Maximum Amount shown above.                                  |                    |
| <b>Maximum Amount for Occupational Therapy:</b>  | \$25 per Day       |
| <b>Maximum Number of Days:</b>   | 10                 |
| Note: Expenses charged to the maximum for the above services are also subject to the Overall Sickness Medical Expense Maximum Amount shown above.                                  |                    |
| <b>Maximum Amount for Prescription Drugs:</b>  | \$1,000            |
| Note: Expenses charged to the maximum for the above prescription drugs are also subject to the Overall Sickness Medical Expense Maximum Amount shown above.                        |                    |
| <b>Maximum Amount for Emergency Room/Ambulatory Medical Center:</b>  | \$5,000            |
| Note: Expenses charged to the maximum for the above Emergency Room /Ambulatory Medical Center are also subject to the Overall Sickness Medical Expense Maximum Amount shown above. |                    |
| <b>Maximum Amount for Ambulance:</b>   | \$500              |
| Note: Expenses charged to the maximum for the above ambulance are also subject to the Overall Sickness Medical Expense Maximum Amount shown above.                                 |                    |
| <b>Dental Maximum Amount per tooth:</b>  | \$250 per Sickness |
| Note: Expenses charged to the maximum for the above Dental services per tooth are also subject to the Overall Sickness Medical Expense Maximum Amount shown above.                 |                    |

CLASS II

|  |                    |
|--|--------------------|
| <b>Accidental Death Benefit</b>  |                    |
| <b>Maximum Amount:</b>   | \$10,000           |
| <b>Accidental Dismemberment Benefit</b>  |                    |
| <b>Maximum Amount:</b>   | \$10,000           |
| <b>Accident Medical Expense Benefit</b>  |                    |
| <b>Overall Accident Medical Expense Maximum Amount:</b>  | \$50,000           |
| <b>Maximum Amount for Physical Therapy:</b>  | \$25 per Day       |
| <b>Maximum Number of Days:</b>   | 10                 |
| Note: Expenses charged to the maximum for the above services are also subject to the Overall Accident Medical Expense Maximum Amount shown above.                                  |                    |
| <b>Maximum Amount for Occupational Therapy:</b>  | \$25 per Day       |
| <b>Maximum Number of Days:</b>   | 10                 |
| Note: Expenses charged to the maximum for the above services are also subject to the Overall Accident Medical Expense Maximum Amount shown above.                                  |                    |
| <b>Maximum Amount for Prescription Drugs:</b>  | \$1,000            |
| Note: Expenses charged to the maximum for the above prescription drugs are also subject to the Overall Accident Medical Expense Maximum Amount shown above.                        |                    |
| <b>Maximum Amount for Emergency Room /Ambulatory Medical Center:</b>   | \$5,000            |
| Note: Expenses charged to the maximum for the above Emergency Room /Ambulatory Medical Center are also subject to the Overall Accident Medical Expense Maximum Amount shown above. |                    |
| <b>Maximum Amount for Ambulance:</b>   | \$500              |
| Note: Expenses charged to the maximum for the above ambulance are also subject to the Overall Accident Medical Expense Maximum Amount shown above.                                 |                    |
| <b>Dental Maximum Amount per tooth:</b>  | \$250 per accident |
| Note: Expenses charged to the maximum for the above Dental services per tooth are also subject to the Overall Accident Medical Expense Maximum Amount shown above.                 |                    |
| <b>Bereavement and Trauma Counseling Benefit</b>   |                    |
| <b>Maximum Amount per Session:</b>   | \$250 per accident |
| <b>Maximum Number of Sessions:</b>   | 20 per accident    |
| <b>Emergency Evacuation with Family Travel Benefit</b>   |                    |
| <b>Maximum Amount:</b>   | \$250,000          |
| <b>Felonious Assault Benefit (Dollar Amount)</b>   |                    |
| <b>Maximum Amount:</b>   | \$5,000            |

**Psychological Therapy Benefit**  
**Maximum Amount Per Session:** \$50 per accident  
**Maximum Number of Sessions:** 10 per accident

**Repatriation of Remains Benefit**  
**Maximum Amount:** \$50,000

**Sickness Medical Expense Benefit**  
**Overall Sickness Medical Expense Maximum Amount:** \$50,000

**Maximum Amount for Physical Therapy:** \$25 per Day  
**Maximum Number of Days:** 10

Note: Expenses charged to the maximum for the above services are also subject to the Overall Sickness Medical Expense Maximum Amount shown above.

**Maximum Amount for Occupational Therapy:** \$25 per Day  
**Maximum Number of Days:** 10

Note: Expenses charged to the maximum for the above services are also subject to the Overall Sickness Medical Expense Maximum Amount shown above.

**Maximum Amount for Prescription Drugs:** \$1,000

Note: Expenses charged to the maximum for the above prescription drugs are also subject to the Overall Sickness Medical Expense Maximum Amount shown above.

**Maximum Amount for Emergency Room/Ambulatory Medical Center:** \$1,000

Note: Expenses charged to the maximum for the above Emergency Room /Ambulatory Medical Center are also subject to the Overall Sickness Medical Expense Maximum Amount shown above.

**Maximum Amount for Ambulance:** \$500

Note: Expenses charged to the maximum for the above ambulance are also subject to the Overall Sickness Medical Expense Maximum Amount shown above.

**Dental Maximum Amount per tooth:** \$250 per Sickness

Note: Expenses charged to the maximum for the above Dental services per tooth are also subject to the Overall Sickness Medical Expense Maximum Amount shown above.

CLASS III

**Accidental Death Benefit**  
**Maximum Amount:** \$10,000

**Accidental Dismemberment Benefit**  
**Maximum Amount:** \$10,000

**Accident Medical Expense Benefit**  
**Overall Accident Medical Expense Maximum Amount:** \$50,000

**Maximum Amount for Physical Therapy:** \$25 per Day  
**Maximum Number of Days:** 10

Note: Expenses charged to the maximum for the above services are also subject to the Overall Accident Medical Expense Maximum Amount shown above.

**Maximum Amount for Occupational Therapy:** \$25 per Day  
**Maximum Number of Days:** 10

Note: Expenses charged to the maximum for the above services are also subject to the Overall Accident Medical Expense Maximum Amount shown above.

**Maximum Amount for Prescription Drugs:** \$1,000

Note: Expenses charged to the maximum for the above prescription drugs are also subject to the Overall Accident Medical Expense Maximum Amount shown above.

**Maximum Amount for Emergency Room /Ambulatory Medical Center:** \$5,000

Note: Expenses charged to the maximum for the above Emergency Room /Ambulatory Medical Center are also subject to the Overall Accident Medical Expense Maximum Amount shown above.

**Maximum Amount for Ambulance:** \$500

Note: Expenses charged to the maximum for the above ambulance are also subject to the Overall Accident Medical Expense Maximum Amount shown above.

**Dental Maximum Amount per tooth:** \$250 per accident

Note: Expenses charged to the maximum for the above Dental services per tooth are also subject to the Overall Accident Medical Expense Maximum Amount shown above.

**Bereavement and Trauma Counseling Benefit**

**Maximum Amount per Session:** \$250 per accident

**Maximum Number of Sessions:** 20 per accident

**Emergency Evacuation with Family Travel Benefit**

**Maximum Amount:** \$250,000

**Felonious Assault Benefit (Dollar Amount)**

**Maximum Amount:** \$5,000

**Psychological Therapy Benefit**

**Maximum Amount Per Session:** \$50 per accident

**Maximum Number of Sessions:** 10 per accident

**Repatriation of Remains Benefit**

**Maximum Amount:** \$50,000

**Sickness Medical Expense Benefit**

**Overall Sickness Medical Expense Maximum Amount:** \$50,000



**Maximum Amount for Physical Therapy:** \$25 per Day  
**Maximum Number of Days:** 10

Note: Expenses charged to the maximum for the above services are also subject to the Overall Sickness Medical Expense Maximum Amount shown above.

**Maximum Amount for Occupational Therapy:** \$25 per Day  
**Maximum Number of Days:** 10

Note: Expenses charged to the maximum for the above services are also subject to the Overall Sickness Medical Expense Maximum Amount shown above.

**Maximum Amount for Prescription Drugs:** \$1,000

Note: Expenses charged to the maximum for the above prescription drugs are also subject to the Overall Sickness Medical Expense Maximum Amount shown above.

**Maximum Amount for Emergency Room/Ambulatory Medical Center:** \$1,000

Note: Expenses charged to the maximum for the above Emergency Room /Ambulatory Medical Center are also subject to the Overall Sickness Medical Expense Maximum Amount shown above.

**Maximum Amount for Ambulance:** \$500

Note: Expenses charged to the maximum for the above ambulance are also subject to the Overall Sickness Medical Expense Maximum Amount shown above.

**Dental Maximum Amount per tooth:** \$250 per Sickness

Note: Expenses charged to the maximum for the above Dental services per tooth are also subject to the Overall Sickness Medical Expense Maximum Amount shown above.

The Maximum Amounts are used to determine amounts payable under each Benefit. Actual amounts payable will not exceed the maximums, and may be less than the maximums under circumstances specified in the Policy.

**Aggregate Limit:** \$250,000

**C. Policy Riders and/or Endorsements:**

The following Riders and/or Endorsements are attached to and made part of the Policy as of the Policy Effective Date. Each Rider and/or Endorsement is subject to all provisions, limitations and exclusions of the Policy that are not specifically modified by the Rider and/or Endorsement.

| FORM NO.               | DESCRIPTION   | CLASS(ES)  |
|------------------------|---|------------|
| C11702DBG (Rev. 03/17) | Emergency Evacuation with Family Travel Benefit Rider | I, II, III |
| C11704DBG (Rev. 10/08) | Excess Benefits Rider                                 | I, II, III |
| C11705DBG              | Felonious Assault Benefit Rider (Dollar Amount)       | I, II, III |
| C11714DBG (Rev. 08/03) | Repatriation of Remains Benefit Rider                 | I, II, III |

|                          |  |            |
|--------------------------|--|------------|
| C11716DBG                | Subrogation and Right of Recovery Endorsement              | I, II, III |
| S30399DBG-MI             | Injury Definition and Exclusions Amendatory Endorsement    | I, II, III |
| S30433DBG                | Payment of Claims Amendatory Endorsement                   | I, II, III |
| S30443DBG                | Amendatory Endorsement (Penalty for Non-Compliance)        | I, II, III |
| S30549DBG                | Accident Medical Expense Benefit Rider                     | I, II, III |
| S30550DBG-MI             | Amendatory Rider for Covered Activities                    | I, II, III |
| S30551DBG                | Bereavement and Trauma Counseling Benefit Rider            | I, II, III |
| S30559DBG                | Heart and/or Circulatory Benefit Rider                     | I, II, III |
| S30568DBG (Rev. 10/13)   | Psychological Therapy Benefit Rider                        | I, II, III |
| S30573DBG                | Sickness Medical Expense Benefit Rider                     | I, II, III |
| S30834DBG                | Accidental Needlestick and Splatter Exposure Benefit Rider | I          |
| U40015                   | Domestic Partnerships Endorsement                          | I, II, III |
| U40021NUFIC-MI (GRP-BKT) | Affordable Care Act Notice                                 | I, II, III |
| 89644 6-13               | Economic Sanctions Endorsement                             | I, II, III |

4. **Premiums:**

It is hereby agreed and understood that the premium amounts, and the manner in which premiums are due and payable, are as follows:

\$25,000 Minimum and Deposit due upon binding with monthly reporting. 1st Monthly report due September 17, 2020 at a rate of: Class I: \$141.00 per person per month Class II: \$354.00 per person per month Class III: \$178.00 per person per month

5. **Policy Effective Date:** August 17, 2020
6. **Policy Termination Date:** August 17, 2021

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Signed for the Policyholder

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Title

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Date

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Signed by Licensed Resident Agent  
(Where Required by Law)

# NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

Executive Offices: 175 Water Street, 15<sup>th</sup> Floor, New York, NY 10038

(212) 458-5000

(a capital stock company, herein referred to as the Company)

---

Policyholder: Saginaw Valley State University

Policy Number: SRG 0009157746

## ACCIDENT MEDICAL EXPENSE BENEFIT RIDER

This Rider is attached to and made part of the Policy effective August 17, 2020. It applies only with respect to accidents that occur on or after that date. It is subject to all of the provisions, limitations and exclusions of the Policy except as they are specifically modified by this Rider.

**Accident Medical Expense Benefit.** If an Insured suffers an Injury that, within 90 days of the date of the accident that caused the Injury, requires him or her to be treated by a Physician, the Company will pay the Usual and Customary Charges incurred for Medically Necessary Covered Accident Medical Services received due to that Injury, up to the Maximum Amount per Insured for all Injuries caused by the same accident. Benefits are payable for charges incurred within 52 weeks after the date of the accident causing the Injury.

No expenses paid under this Benefit will be payable under any other Rider in the Policy.

**Covered Accident Medical Service(s)** - as used in this Rider, means any of the following services:

1. services of a Physician;
2. private duty nursing by a registered nurse (R.N.) or Licensed Practical Nurse (LPN);
3. laboratory tests;
4. radiological procedures;
5. anesthetics and the administration of anesthetics;
6. blood, blood products and artificial blood products, and the transfusion thereof;
7. physical therapy except that an office visit connected with any such service is payable up to the per Day Maximum in the Benefit Schedule;
8. occupational therapy except that an office visit connected with any such service is payable up to the per Day Maximum in the Benefit Schedule;
9. rental of Durable Medical Equipment;
10. artificial limbs, artificial eyes or other prosthetic appliances;
11. medicines or drugs administered by a Physician or that can be obtained only with a Physician's written prescription up to the Prescription Drug Maximum in the Benefit Schedule;
12. Hospital emergency room or Ambulatory Medical Center up to the Emergency Room /Ambulatory Medical Center Maximum in the Benefit Schedule;
13. Hospital's most common charge for 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);
14. ambulance service to or from a Hospital up to the Ambulance Maximum in the Benefit Schedule.

**Ambulatory Medical Center** - as used in this Rider, means a licensed facility providing ambulatory surgical or medical treatment, other than a Hospital, clinic or Physician's office.

**Durable Medical Equipment** - as used in this Rider, refers to equipment of a type that is designed primarily for use, and used primarily, by people who are injured (for example, a wheelchair or a hospital bed). It does not include items commonly used by people who are not injured, even if the items can be used in the treatment of injury or can be used for rehabilitation or improvement of health (for example, a stationary bicycle or a spa).

**Experimental or Investigative** - as used in this Rider, means treatment, a device or prescription medication which is recommended by a Physician, but is not considered by the medical community as a whole to be safe and effective for the condition for which the treatment, device or prescription medication is being used, including any treatment, procedure, facility, equipment, drugs, drug usage, devices, or supplies not recognized as accepted medical practice, and any of those items requiring federal or other government agency approval not received at the time the services are rendered.

**Hospital** - as used in this Rider, means a facility that: (1) is operated according to law for the care and treatment of injured and sick people; (2) has organized facilities for diagnosis and surgery on its premises or in facilities available to it on a prearranged basis; (3) has 24 hour nursing service by registered nurses (R.N.'s); and (4) is supervised by one or more Physicians. A Hospital does not include: (1) a nursing, convalescent or geriatric unit of a hospital when a patient is confined mainly to receive nursing care; (2) a facility that is, other than incidentally, a rest home, nursing home, convalescent home or home for the aged; nor does it include any ward, room, wing, or other section of the hospital that is used for such purposes; or (3) any military or veterans hospital or soldiers home or any hospital contracted for or operated by any national government or government agency for the treatment of members or ex-members of the armed forces, except if there is a legal obligation to pay.

**Medically Necessary** - as used in this Rider, means a Covered Accident Medical Service that: (1) is essential for diagnosis, treatment or care of the Injury for which it is prescribed or performed; (2) meets generally accepted standards of medical practice; and (3) is ordered by a Physician and performed under his or her care, supervision or order.

**Usual and Customary Charge(s)** - as used in this Rider, means a charge that: (1) is made for a Covered Accident Medical Service; (2) does not exceed the usual level of charges for similar treatment, services or supplies in the locality where the expense is incurred; and (3) does not include charges that would not have been made if no insurance existed.

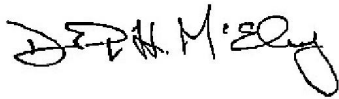
**Exclusions.** In addition to the Exclusions in the Exclusions section of the Policy and any amendment thereto, Accident Medical Expense benefits are not payable for, and Usual and Customary Charges for Covered Accident Medical Services do not include, any expense for or resulting from any of the following:

1. repair or replacement of existing artificial limbs, artificial eyes or other prosthetic appliances or rental of existing Durable Medical Equipment unless for the purpose of modifying the item because Injury has caused further impairment in the underlying bodily condition;
2. new, or repair or replacement of, dentures, bridges, dental implants, dental bands or braces or other dental appliances, crowns, caps, inlays or onlays, fillings or any other treatment of the teeth or gums, except for repair or replacement of sound natural teeth damaged or lost as a result of Injury up to the Dental Maximum shown in the Benefit Schedule;

3. new eye glasses or contact lenses or eye examinations related to the correction of vision or related to the fitting of glasses or contact lenses, unless Injury has caused impairment of sight; or repair or replacement of existing eyeglasses or contact lenses unless for the purpose of modifying the item because Injury has caused further impairment of sight;
4. new hearing aids or hearing examinations unless Injury has caused impairment of hearing; or repair or replacement of existing hearing aids unless for the purpose of modifying the item because Injury has caused further impairment of hearing;
5. rental of Durable Medical Equipment where the total rental expense exceeds the usual purchase expense for similar equipment in the locality where the expense is incurred (but if, in the Company's sole judgment, Accident Medical Expense benefits for rental of Durable Medical Equipment are expected to exceed the usual purchase expense for similar equipment in the locality where the expense is incurred, the Company may, but is not required to, choose to consider such purchase expense as a Usual and Customary Covered Accident Medical Expense in lieu of such rental expense);
6. any charge for medical care for which the Insured is not legally obligated to pay;
7. care, treatment or services provided by an Insured or by an Immediate Family Member;
8. routine physical exam and related medical services;
9. personal comfort or convenience items, such as but not limited to, Hospital telephone charges, television rental, or guest meals while confined in a Hospital or for items taken away or home from the Hospital, except Durable Medical Equipment;
10. an Emergency Evacuation for which any benefits are payable under the Policy's Emergency Evacuation Benefit;
11. elective treatment or surgery;
12. Experimental or Investigative treatment or procedures;
13. treatment for temporomandibular dysfunction;
14. care, treatment or services provided by persons retained or employed by the Policyholder; or for supplies, prescriptions or medicines paid for or reimbursable by the Policyholder, or for which a charge is not made;
15. educational or vocational testing or training;
16. treatment of Osgood-Schlatter's disease;
17. detached retina unless due to an Injury;
18. plastic or cosmetic surgery, except for reconstructive surgery on an Injured part of the body;

- 19. charges that are payable under motor vehicle medical benefits;
- 20. hernia, except as a result of participation in a Covered Activity.

The President and Secretary of National Union Fire Insurance Company of Pittsburgh, Pa. witness this Rider:



President



Secretary

# NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

Executive Offices: 175 Water Street, 15<sup>th</sup> Floor, New York, NY 10038

(212) 458-5000

(a capital stock company, herein referred to as the Company)

---

Policyholder: Saginaw Valley State University

Policy Number: SRG 0009157746

## AMENDATORY RIDER FOR COVERED ACTIVITIES

This Rider is attached to and made part of the Policy effective August 17, 2020. It applies only with respect to accidents or Sicknesses that occur on or after that date. It is subject to all of the provisions, limitations and exclusions of the Policy except as they are specifically modified by this Rider.

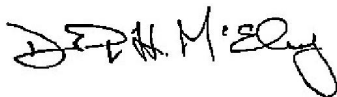
1. The title of the face page of the Policy is changed to:

### LIMITED BENEFIT BLANKET ACCIDENT AND SICKNESS INSURANCE POLICY

2. The definition of **Covered Activity(ies)**, as shown in the Definitions section of the Policy is replaced by the following:

**Covered Activity(ies)** – means those activities set out in the Covered Activities section of the Master Application with respect to which insureds are provided insurance under this Policy.

The President and Secretary of National Union Fire Insurance Company of Pittsburgh, Pa. witness this Rider:



President



Secretary

# NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

Executive Offices: 175 Water Street, 15<sup>th</sup> Floor, New York, NY 10038

(212) 458-5000

(a capital stock company, herein referred to as the Company)

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Policyholder: Saginaw Valley State University

Policy Number: SRG 0009157746

## BEREAVEMENT AND TRAUMA COUNSELING BENEFIT RIDER

This Rider is attached to and made part of the Policy effective August 17, 2020. It applies only with respect to accidents that occur on or after that date. It is subject to all of the provisions, limitations and exclusions of the Policy except as they are specifically modified by this Rider.

**Bereavement and Trauma Counseling Benefit.** If an Insured suffers an accidental death or an accidental dismemberment for which an Accidental Death or Accidental Dismemberment benefit is payable under the Policy, the Company will pay Covered Bereavement and Trauma Counseling Expenses that are due to his or her death or dismemberment. The Covered Bereavement and Trauma Counseling Expenses must be incurred within one year after the date of the accident causing such loss(es), and the benefit will be paid up to the Maximum Amount shown in the Benefit Schedule per Session, subject to the Maximum Number of Sessions shown in the Benefit Schedule, for the Insured and all of his or her Immediate Family Members combined with respect to all such losses caused by the same accident.

**Covered Bereavement and Trauma Counseling Expense(s)** - as used in this Rider, means an expense that: (1) is charged for a Medically Necessary Bereavement or Trauma Counseling Session for the Insured and/or one or more of his or her Immediate Family Member(s) provided under the care, supervision or order of a Physician; (2) does not exceed the usual level of charges for similar counseling sessions in the locality where the expense is incurred; and (3) does not include charges that would not have been made if no insurance existed.

**Medically Necessary Bereavement or Trauma Counseling Session (Session)** - as used in this Rider, means any individual, joint or family mental health counseling session that: (1) is essential to assist the Insured and/or one or more Immediate Family Members in coping with the loss for which it is provided; (2) meets generally accepted standards of medical practice; and (3) is ordered by a Physician.

**Exclusions.** In addition to the Exclusions in the General Exclusions section of the Policy, Covered Bereavement and Trauma Counseling Expenses do not include any expenses for or resulting from any condition for which the Insured is entitled to benefits under: 1) any Workers' Compensation Act or similar law; or 2) the Accident Medical Expense Benefit Rider.



The President and Secretary of National Union Fire Insurance Company of Pittsburgh, Pa. witness this Rider:

A handwritten signature in black ink, appearing to read "J. H. M. [unclear]".

President

A handwritten signature in black ink, consisting of two distinct, stylized parts.

Secretary

# NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

Executive Offices: 175 Water Street, 15<sup>th</sup> Floor, New York, NY 10038

(212) 458-5000

(a capital stock company, herein referred to as the Company)

---

Policyholder: Saginaw Valley State University

Policy Number: SRG 0009157746

## EMERGENCY EVACUATION WITH FAMILY TRAVEL BENEFIT RIDER

This Rider is attached to and made part of the Policy effective August 17, 2020. It applies only with respect to accidents and Emergency Sickesses that occur on or after that date. It is subject to all of the provisions, limitations and exclusions of the Policy except as they are specifically modified by this Rider.

**Emergency Evacuation Benefit.** The Company will pay, subject to the limitations set out herein, for Covered Emergency Evacuation Expenses reasonably incurred if the Insured suffers an Injury or Emergency Sickness that warrants his or her Emergency Evacuation while he or she is outside a 100 mile radius from his or her place of primary residence, but not exceeding the Maximum Amount per Insured for all Emergency Evacuations due to all Injuries from the same accident or all Emergency Sickesses from the same or related causes.

The Physician ordering the Emergency Evacuation must certify that the severity of the Insured's Injury or Emergency Sickness warrants his or her Emergency Evacuation. All Transportation arrangements made for the Emergency Evacuation must be by the most direct and economical conveyance and route possible.

Travel Guard Group, Inc. must make all arrangements and must authorize all expenses in advance for any Emergency Evacuation benefits to be payable. The Company reserves the right to determine the benefits payable, including reductions, if it is not reasonably possible to contact Travel Guard Group, Inc. in advance.

**Family Travel Benefit.** Following an Emergency Evacuation for which an Emergency Evacuation benefit is payable under the Policy, the Company will pay, subject to the limitations set out herein, for expenses reasonably incurred:

to bring one person chosen by the Insured to and from the hospital or other medical facility where the Insured is confined if the Insured is alone and if the place of confinement is outside a 100 mile radius from the Insured's place of primary residence; but not to exceed the cost of one round-trip economy airfare ticket.

Travel Guard Group, Inc. must make all arrangements and must authorize all expenses in advance for any Family Travel benefits to be payable. The Company reserves the right to determine the benefits payable, including reductions, if it is not reasonably possible to contact Travel Guard Group, Inc. in advance.

The Sickness exclusions in the Exclusions section of the Policy or as amended shall not apply with respect to this Rider.

**Covered Emergency Evacuation Expense(s)** - as used in this Rider, means an expense that: (1) is

charged for a Medically Necessary Emergency Evacuation Service; (2) does not exceed the usual level of charges for similar Transportation, treatment, services or supplies in the locality where the expense is incurred; and (3) does not include charges that would not have been made if no insurance existed.

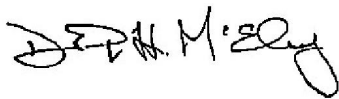
**Emergency Evacuation** - as used in this Rider, means, if warranted by the severity of the Insured's Injury or Emergency Sickness: (1) the Insured's immediate Transportation from the place where he or she suffers an Injury or Emergency Sickness to the nearest hospital or other medical facility where appropriate medical treatment can be obtained; (2) the Insured's Transportation to his or her place of primary residence to obtain further medical treatment in a Hospital or other medical facility or to recover after suffering an Injury or Emergency Sickness and being treated at a local hospital or other medical facility; or (3) both (1) and (2) above. An Emergency Evacuation also includes medical treatment, medical services and medical supplies necessarily received in connection with such Transportation.

**Emergency Sickness** - as used in this Rider, means an illness or disease, diagnosed by a Physician, which meets all of the following criteria: (1) there is present a severe or acute symptom requiring immediate care and the failure to obtain such care could reasonably result in serious deterioration of the Insured's condition or place his or her life in jeopardy; (2) the severe or acute symptom occurs suddenly and unexpectedly; and (3) the severe or acute symptom occurs while the Policy is in force as to the Insured suffering the symptom and while the Insured is participating in a Covered Activity.

**Medically Necessary Emergency Evacuation Service** - as used in this Rider means any Transportation, medical treatment, medical service or medical supply that: (1) is an essential part of an Emergency Evacuation due to the Injury or Emergency Sickness for which it is prescribed or performed; (2) meets generally accepted standards of medical practice; and (3) either is ordered by a Physician and performed under his or her care or supervision or order, or is required by the standard regulations of the conveyance transporting the Insured.

**Transportation** - as used in this Rider means moving the Insured during an Emergency Evacuation by a land, water or air conveyance. Conveyances include, but are not limited to, air ambulances, land ambulances and private motor vehicles.

The President and Secretary of National Union Fire Insurance Company of Pittsburgh, Pa. witness this Rider:



President



Secretary

# NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

Executive Offices: 175 Water Street, 15<sup>th</sup> Floor, New York, NY 10038

(212) 458-5000

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---

Policyholder: Saginaw Valley State University

Policy Number: SRG 0009157746

## EXCESS BENEFITS RIDER

This Rider is attached to and made part of the Policy effective August 17, 2020. It applies only with respect to accidents that occur on or after that date. It is subject to all of the provisions, limitations and exclusions of the Policy except as they are specifically modified by this Rider.

**Excess Benefits.** This Rider applies when an Insured has Accident Medical Expense or Sickness Medical Expense coverage (herein called This Plan) under the Policy and health care coverage under one or more other Plans. When there is a basis for a claim under This Plan and another Plan, This Plan is an excess plan which has its benefits determined in excess of the benefits of the other Plan as described below, unless both: (1) the other Plan has coordination or excess benefits rules that require its benefits to be determined in excess of the benefits of This Plan; and (2) This Plan has covered the Insured longer than the other Plan has. When This Plan is an excess plan, the benefits of This Plan for any Allowable Expenses will be reduced when the sum of:

1. the benefits that would be payable for those Allowable Expenses under This Plan in the absence of this Rider; and
2. the benefits that would be payable for those Allowable Expenses under the other Plans in the absence of provisions with a purpose like that of a coordination or excess benefits provision, whether or not claim is made;

exceeds the amount of those Allowable Expenses. In that case, This Plan's benefits will be reduced so that they and the other Plans' benefits do not total more than the amount of those Allowable Expenses.

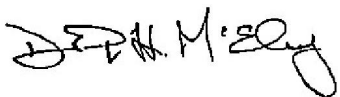
**Right to Receive and Release Needed Information.** The Company has the right to decide which facts it needs to administer this Rider. It may get needed facts from or give them to any other organization or person. The Company need not tell, or get the consent of, any person to do this. Each person claiming benefits under This Plan must give the Company any facts it needs to pay the claim.

**Facility of Payment and Right of Recovery.** If a payment made under another Plan includes an amount that should have been paid under This Plan, the Company may pay that amount to the organization making that payment. That amount will then be treated as though it were a benefit paid under This Plan. The Company will not have to pay that amount again. The term "payment made" includes providing benefits in the form of services, in which case "payment made" means reasonable cash value of the benefits provided in the form of services. If the amount of the payments made by the Company is more than it should have paid under this Rider, it may recover the excess from the persons it has paid or for whom it has paid, insurance companies or other organizations.

**Plan** - as used in this Rider, means any of the following group, group-type (such as, but not limited to, franchise or blanket), family or individual coverages which provide benefits or services for, or because of, health care: (1) insurance policies; (2) subscriber contracts; (3) uninsured arrangements; (4) coverage through health maintenance organizations and other prepayment, group practice and individual practice plans; (5) medical benefits coverage in automobile "no-fault" and traditional automobile "fault" type contracts; and (6) coverage under a governmental plan or coverage required or provided by law; but not including: (a) a state plan under Medicaid (Title XIX, Grants to States for Medical Assistance Programs, of the United States Social Security Act, as amended from time to time); or (b) a plan or law when, by law, its benefits are in excess of those of any private insurance plan or other non-governmental plan.

**Allowable Expense** - as used in this Rider, means a necessary, reasonable and customary item of expense for health care when the item of expense is covered at least in part by the Policy and is covered at least in part by one or more other Plans covering the Insured. When a Plan provides benefits in the form of services, the reasonable cash value of each service rendered is both an Allowable Expense and a benefit paid, if the reasonable cash value had been charged as the cost for the service and such expense would have been covered at least in part by the Policy.

The President and Secretary of National Union Fire Insurance Company of Pittsburgh, Pa. witness this Rider:



President



Secretary

# NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

Executive Offices: 175 Water Street, 15<sup>th</sup> Floor, New York, NY 10038

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(a capital stock company, herein referred to as the Company)

---

Policyholder: Saginaw Valley State University

Policy Number: SRG 0009157746

## FELONIOUS ASSAULT BENEFIT RIDER

This Rider is attached to and made part of the Policy effective August 17, 2020. It applies only with respect to accidents that occur on or after that date. It is subject to all of the provisions, limitations and exclusions of the Policy except as they are specifically modified by this Rider.

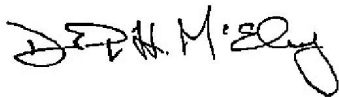
**Felonious Assault Benefit (Dollar Amount).** The Company will pay 100% of the Maximum Amount under this Rider when the Insured suffers one or more losses for which benefits are payable under the Accidental Death Benefit or Accidental Dismemberment Benefit provided by the Policy as a result of a Felonious Assault:

1. that is not a moving violation as defined under the applicable state motor vehicle laws; and
2. that is not an act of an Immediate Family Member, another Insured or an individual who resides with the Insured on a permanent basis.

Only one benefit is payable under this Rider for all losses as a result of the same Felonious Assault.

**Felonious Assault** - as used in this Rider, means any willful or unlawful use of force upon the Insured: (1) with the intent to cause bodily injury to the Insured; and (2) that results in bodily harm to the Insured; and (3) that is a felony or a misdemeanor in the jurisdiction in which it occurs.

The President and Secretary of National Union Fire Insurance Company of Pittsburgh, Pa. witness this Rider:



President



Secretary

# NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

Executive Offices: 175 Water Street, 15<sup>th</sup> Floor, New York, NY 10038

(212) 458-5000

(a capital stock company, herein referred to as the Company)

---

Policyholder: Saginaw Valley State University

Policy Number: SRG 0009157746

## PSYCHOLOGICAL THERAPY BENEFIT RIDER

This Rider is attached to and made part of the Policy effective August 17, 2020. It applies only with respect to accidents that occur on or after that date. It is subject to all of the provisions, limitations and exclusions of the Policy except as they are specifically modified by this Rider.

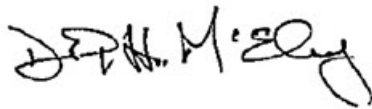
**Psychological Therapy Benefit.** If Injury to the Insured results in an accidental dismemberment for which an Accidental Dismemberment benefit is payable under the Policy, the Company will pay Covered Psychological Therapy Expenses that are incurred as a direct result of the Injury causing the accidental dismemberment. The Covered Psychological Therapy Expenses must be incurred within one year after the date of the accident causing the Injury which resulted in the accidental dismemberment. The benefit will be paid up to the Maximum Amount per Session shown in the Benefit Schedule, subject to the Maximum Number of Sessions shown in the Benefit Schedule for the Insured with respect to the accidental dismemberment. If a covered expense payable under this Benefit is also payable under one or more other Benefits under the Policy, the covered expense will be paid under only one Benefit, the one with the largest benefit amount.

**Covered Psychological Therapy Expense(s)** - as used in this Rider, means an expense that: (1) is charged for a Medically Necessary Psychological Therapy Session for the Insured provided under the care or supervision of a Physician; (2) does not exceed the usual level of charges for similar therapy sessions in the locality where the expense is incurred; and (3) does not include charges that would not have been made if no insurance existed.

**Medically Necessary Psychological Therapy Session** - as used in this Rider, means any individual, joint or family mental health counseling session that: (1) is essential to assist the Insured in coping with the accidental dismemberment; (2) meets generally accepted standards of medical practice; and (3) is ordered by a Physician.

**Exclusions.** In addition to the Exclusions in the General Exclusions section of the Policy, Covered Psychological Therapy Expenses do not include any expenses for or resulting from an Injury for which the Insured is entitled to benefits paid or payable by any Workers' Compensation Act or similar law.

The President and Secretary of National Union Fire Insurance Company of Pittsburgh, Pa. witness this Rider:



President



Secretary

# NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

Executive Offices: 175 Water Street, 15<sup>th</sup> Floor, New York, NY 10038

(212) 458-5000

(a capital stock company, herein referred to as the Company)

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Policyholder: Saginaw Valley State University

Policy Number: SRG 0009157746

## ACCIDENTAL NEEDLESTICK AND SPLATTER EXPOSURE BENEFIT RIDER

This Rider is attached to and made part of the Policy effective August 17, 2020. It applies only with respect to Incidents that occur on or after that date. It is subject to all of the provisions, limitations and exclusions of the Policy except as they are specifically modified by this Rider.

If, as a direct result of an Incident, an Insured sustains a Needlestick and/or Splatter Exposure the Company will pay the benefits listed below, subject to the following Conditions:

**Conditions.** In order for benefits to be payable under this Rider, the Insured must provide the Company with the following:

- (1) an Incident report which documents the details of the Incident and nature of the Needlestick and/or Splatter Exposure incurred by the Insured. The Insured must file the Incident report with the Policyholder as soon as reasonably possible after the Needlestick and/or Splatter Exposure but in no event later than 72 hours following the Insured's Needlestick and/or Splatter Exposure during an Incident; and
- (2) evidence that, within 1 days of an Incident, the Insured received a Screening Test from an authorized facility legally qualified to administer such Screening Test.

**Screening Test Benefit.** The Company will pay the Usual and Customary Charges incurred by the Insured for any Screening Tests performed due to a covered Incident, up to the Screening Test Maximum Amount shown in the Benefit Schedule.

If a Usual and Customary Charge payable under the Screening Test Benefit is also payable under one or more other benefits under the Policy, such charge will be paid under only one benefit, the one with the largest benefit amount.

**Indemnity Benefit.** If an Insured is diagnosed by a Physician as having contracted a medical condition within 26 weeks of the date of the Incident which caused the Insured's Needlestick and/or Splatter Exposure, and such condition is determined by a Physician to have resulted from the Insured's Needlestick and/or Splatter Exposure, the Company will pay the Indemnity Benefit Maximum Amount shown in the Benefit Schedule.

If more than one Needlestick and/or Splatter Exposure results from one Incident, the Indemnity Benefit will be paid for only one Needlestick and/or Splatter Exposure per Incident.



**DEFINITIONS**

**Incidents** – as used in this Rider, means a Needlestick and/or Splatter Exposure: (1) which is sustained as a direct result of an unintended, unanticipated accident that is external to the body and that occurs while the Insured’s coverage under this Rider is in force; (2) which occurs while the Insured is participating in a Covered Activity; and (3) which directly causes a covered loss.

**Needlestick and/or Splatter Exposure** – as used in this Rider, means (a) being accidentally pricked by a medical syringe or other sharp medical instrument, resulting in abrasion, cut or penetration of skin; (b) having blood accidentally splashed in the eyes, nose, other mucous membrane or open wound; or (c) other contact with blood or bodily fluids and is limited to (1) cutaneous through abraded skin; or (2) percutaneous exposure.

**Physician** – as used in this Rider, means a licensed practitioner of the healing arts acting within the scope of his or her license who is not the Insured or an Immediate Family Member.

**Screening Test(s)** – as used in this Rider, means a medically appropriate screening test recommended and authorized by a Physician as a result of a Needlestick and/or Splatter Exposure.

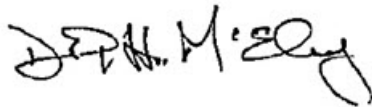
**Usual and Customary Charge(s)** – as used in this Rider, means a charge which: (1) is made for a Screening Test(s); (2) does not exceed the usual level of charges for similar supplies or medical services in the locality where the expense is incurred; and (3) does not include charges that would not have been made if no insurance existed.

**EXCLUSIONS**

Any exclusions in the Policy or any Endorsement attached thereto pertaining to sickness or disease are hereby waived with respect to an Insured to whom this Benefit Rider applies, but only with respect to a loss incurred by such person under the circumstances described in this Rider and solely with respect to the benefits provided under this Rider. All other exclusions in the Policy or any Endorsement attached thereto apply with respect to this Rider.

In no event will benefits be provided for or as a result of a Needlestick and/or Splatter Exposure during an Incident or any medical conditions arising therefrom, under any provision of the Policy, except as specifically provided in this Rider.

The President and Secretary of National Union Fire Insurance Company of Pittsburgh, Pa. witness this Rider:



President



Secretary

# NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

Executive Offices: 175 Water Street, 15<sup>th</sup> Floor, New York, NY 10038

(212) 458-5000

(a capital stock company, herein referred to as the Company)

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Policyholder: Saginaw Valley State University

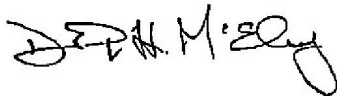
Policy Number: SRG 0009157746

## HEART AND/OR CIRCULATORY BENEFIT RIDER

This Rider is attached to and made part of this Policy effective August 17, 2020. It applies only with respect to heart and/or circulatory malfunctions that occur on or after that date. It is subject to all of the provisions, limitations and exclusions of this Policy except as they are specifically modified by this Endorsement.

**Heart and/or Circulatory Benefit.** If an Insured suffers a heart and/or circulatory malfunction that results in death as a direct result of participating in a Covered Activity, the Company will pay the Accidental Death Benefit provided that medically treated while the Policy is in force with respect to such Insured and within 48 hours after such participation.

The President and Secretary of National Union Fire Insurance Company of Pittsburgh, Pa. witness this Rider:



President



Secretary

# NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

Executive Offices: 175 Water Street, 15<sup>th</sup> Floor, New York, NY 10038

(212) 458-5000

(a capital stock company, herein referred to as the Company)

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Policyholder: Saginaw Valley State University

Policy Number: SRG 0009157746

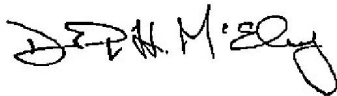
## PAYMENT OF CLAIMS AMENDATORY ENDORSEMENT

This Endorsement is attached to and made part of the Policy effective August 17, 2020. It applies only with respect to accidents that occur on or after that date. It is subject to all of the provisions, limitations and exclusions of the Policy except as they are specifically modified by this Endorsement.

The Payment of Claims provision applicable to the Policy is amended to include the following:

**Payment of Claims.** Upon receipt of due written proof of loss, benefit payments for charges incurred by the Insured for covered medical services may be made directly to the provider at the Company's option. If any such charges have been paid by the Insured, the benefit payment for those charges will be made to the Insured upon written proof of payment.

The President and Secretary of National Union Fire Insurance Company of Pittsburgh, Pa. witness this Endorsement:



President



Secretary

# NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

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Policyholder: Saginaw Valley State University

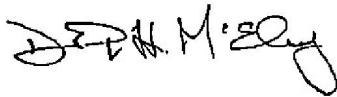
Policy Number: SRG 0009157746

## AMENDATORY ENDORSEMENT

This Rider is attached to and made part of the Policy effective August 17, 2020. It applies only with respect to accidents that occur on or after that date. It is subject to all of the provisions, limitations and exclusions of the Policy except as they are specifically modified by this Rider.

In the event that an Insured is eligible under this Policy for benefits in excess of other coverage and the Insured has other coverage that is primary under a health maintenance organization, preferred provider organization or similar health service program, a penalty will apply if he or she does not use the facilities or services of the health maintenance organization, preferred provider organization or similar health service program. In such case, the benefits otherwise payable under the Excess provision in this Policy will be reduced by 50%. This reduction shall not apply to emergency treatment required within 24 hours of an accident when the accident occurs outside the geographic area served by a health maintenance organization, preferred provider organization or similar health service program.

The President and Secretary of National Union Fire Insurance Company of Pittsburgh, Pa. witness this Endorsement:



President



Secretary

# NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

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Policyholder: Saginaw Valley State University

Policy Number: SRG 0009157746

## REPATRIATION OF REMAINS BENEFIT RIDER

This Rider is attached to and made part of the Policy effective August 17, 2020. It applies only with respect to loss of life that occurs on or after that date. It is subject to all of the provisions, limitations and exclusions of the Policy except as they are specifically modified by this Rider.

**Repatriation of Remains Benefit.** If an Insured suffers loss of life due to Injury or Emergency Sickness while outside a 100 mile radius from his or her current place of primary residence, the Company will pay, subject to the limitations set out herein, for covered expenses reasonably incurred to return his or her body to his or her current place of primary residence, but not exceeding the Maximum Amount per Insured.

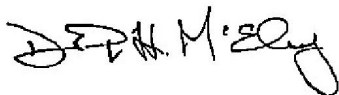
Covered expenses include, but are not limited to, expenses for: (1) embalming or cremation; (2) the most economical coffins or receptacles adequate for transportation of the remains; and (3) transportation of the remains by the most direct and economical conveyance and route possible.

Travel Guard Group, Inc. must make all arrangements and must authorize all expenses in advance for this benefit to be payable. The Company reserves the right to determine the benefit payable, including any reductions, if it was not reasonably possible to contact Travel Guard Group, Inc. in advance.

**Emergency Sickness** - as used in this Rider, means an illness or disease, diagnosed by a Physician, which meets all of the following criteria: (1) there is a present severe or acute symptom requiring immediate care and the failure to obtain such care could reasonably result in serious deterioration of the Insured's condition or place his or her life in jeopardy; (2) the severe or acute symptom occurs suddenly and unexpectedly; and (3) the severe or acute symptom occurs while the Policy is in force as to the Insured suffering the symptom and while the Insured is participating in a Covered Activity.

Exclusion 2 in the Exclusions section of the Policy does not apply with respect to this Rider.

The President and Secretary of National Union Fire Insurance Company of Pittsburgh, Pa. witness this Rider:



President



Secretary

# NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

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Policyholder: Saginaw Valley State University

Policy Number: SRG 0009157746

## SICKNESS MEDICAL EXPENSE BENEFIT RIDER

This Rider is attached to and made part of the Policy effective August 17, 2020. It applies only with respect to a Sickness that occurs on or after that date. It is subject to all of the provisions, limitations and exclusions of the Policy except as they are specifically modified by this Rider.

**Sickness Medical Expense Benefit.** If an Insured suffers a Sickness and requires treatment by a Physician within 7 days of the onset of the Sickness, the Company will pay the Usual and Customary Charges incurred for Medically Necessary Covered Sickness Medical Services received due to that Sickness up to the Maximum Amount per Insured. This benefit is payable only for such charges incurred within 52 weeks from the date of the onset of the Sickness.

No expenses paid under this Benefit will be payable under any other Benefit or Rider in the Policy.

**Covered Sickness Medical Service(s)** - as used in this Rider, means charges incurred for any of the following services:

1. services of a Physician;
2. private duty nursing by Registered Nurse (R.N.) or Licensed Practical Nurse (L.P.N.);
3. laboratory tests;
4. radiological procedures;
5. anesthetics and the administration of anesthetics;
6. blood, blood products and artificial blood products, and the transfusion thereof;
7. physical therapy except that an office visit connected with any such service is payable up to the per Day per Visit Maximum in the Benefit Schedule;
8. occupational therapy;
9. rental of Durable Medical Equipment;
10. artificial limbs, artificial eyes or other prosthetic appliances;
11. medicines or drugs administered by a Physician or that can be obtained only with a Physician's written prescription up to the Prescription Drug Maximum in the Benefit Schedule;
12. Hospital's most common charge for 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);
13. ambulance service to or from a Hospital up to the Ambulance Maximum shown on the Benefit Schedule.

## Definitions

**Alcohol and Substance Abuse** - as used in this Rider, means the overindulgence in or dependence on

a stimulant, depressant or other chemical substance, leading to effects that are detrimental to the individual's physical or mental health or the welfare of others.

**Ambulatory Medical Center** - as used in this Rider, means a licensed facility providing ambulatory surgical or medical treatment, other than a Hospital, clinic or Physician's office.

**Durable Medical Equipment** - as used in this Rider, refers to equipment of a type that is designed primarily for use, and used primarily, by people who are sick (for example, a wheelchair or a hospital bed). It does not include items commonly used by people who are not sick, even if the items can be used in the treatment of a Sickness or can be used for rehabilitation or improvement of health (for example, a stationary bicycle or a spa).

**Experimental or Investigative** - as used in this Rider, means treatment, a device or prescription medication which is recommended by a Physician, but is not considered by the medical community as a whole to be safe and effective for the condition for which the treatment, device, or prescription medication is being used, including any treatment, procedure, facility equipment, drugs, drug usage, devices, or supplies not recognized as accepted medical practice, and any of those items requiring federal or other government agency approval not received at the time the services are rendered.

**Hospital** - as used in this Rider, means a facility that: (1) is operated according to law for the care and treatment of injured and sick people; (2) has organized facilities for diagnosis and surgery on its premises or in facilities available to it on a prearranged basis; (3) has 24 hour nursing service by registered nurses (RNs); and (4) is supervised by one or more Physicians. A Hospital does not include: (1) a nursing, convalescent or geriatric unit of a hospital when a patient is confined mainly to receive nursing care; (2) a facility that is, other than incidentally, a rest home, nursing home, convalescent home or home for the aged; nor does it include any ward, room, wing, or other section of the hospital that is used for such purposes; or (3) any military or veterans hospital or soldiers home or any hospital contracted for or operated by any national government or government agency for the treatment of members or ex-members of the armed forces, except if there is a legal obligation to pay.

**Medically Necessary** - as used in this Rider, means a Covered Sickness Medical Service that: (1) is essential for diagnosis, treatment or care of the Sickness for which it is prescribed or performed; (2) meets generally accepted standards of medical practice; and (3) is ordered by a Physician and performed under his or her care, supervision or order.

**Sickness** - as used in this Rider, means an illness or disease which is diagnosed or treated by a Physician after the Insured's effective date of coverage under the Policy. The illness or disease must manifest itself during a Covered Activity.

**Usual and Customary Charge(s)** - as used in this Rider, means a charge that: (1) is made for a Covered Sickness Medical Service; (2) does not exceed the usual level of charges for similar treatment, services or supplies in the locality where the expense is incurred; and does not include charges that would not have been made if no insurance existed.

**EXCLUSIONS** - In addition to the Exclusions in the Exclusions section of the Policy and any amendment thereto, Sickness Medical Expense benefits are not payable for, and Usual and Customary charges for treatment of Sickness do not include, any expense resulting from any of the following:

1. repair or replacement of existing artificial limbs, artificial eyes or other prosthetic appliances or rental of existing Durable Medical Equipment, unless for the purpose of modifying the item

because a Sickness has caused further impairment in the underlying bodily condition;

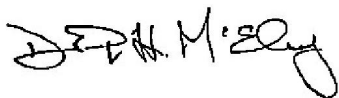
2. new, or repair or replacement of, dentures, bridges, dental implants, dental bands or braces or other dental appliances, crowns, caps, inlays or onlays, fillings or any other treatment of the teeth or gums, except for repair or replacement of sound natural teeth damaged or lost as a result of a Sickness up to the Dental Maximum shown in the Benefit Schedule;
3. new eyeglasses or contact lenses, or eye examinations related to the correction of vision or related to the fitting of glasses or contact lenses unless for the purpose of modifying the item because a Sickness has caused further impairment of sight; or repair or replacement of existing eyeglasses or contact lenses unless for the purpose of modifying the item because a Sickness has caused further impairment of sight;
4. new hearing aids or hearing examinations unless a Sickness has caused impairment of hearing; or repair or replacement of existing hearing aids unless for the purpose of modifying the item because a Sickness has caused impairment of hearing;
5. rental of Durable Medical Equipment where the total rental expense exceeds the usual purchase expense for similar equipment in the locality where the expense is incurred (if, in the Company's sole judgment, Sickness Medical Expense benefits for rental of Durable Medical Equipment are expected to exceed the usual purchase expense for similar equipment in the locality where the expense is incurred, the Company may, but is not required to, choose to consider such purchase expense as a Usual and Customary Covered Sickness Medical Expense in lieu of such rental expense);
6. Injury of any kind;
7. any charge for medical care for which the Insured is not legally obligated to pay;
8. care, treatment or services provided by an Insured or by an Immediate Family Member;
9. routine physical examination and related medical services;
10. personal comfort or convenience items such as, but not limited to Hospital telephone charges, television rental or guest meals while confined in a Hospital or for items taken away or home from the Hospital, except Durable Medical Equipment;
11. an Emergency Evacuation for which any benefits are payable under the Policy's Emergency Evacuation Benefit;
12. elective treatment or surgery;
13. Experimental or Investigative treatment or procedures;
14. treatment for temporomandibular joint dysfunction;
15. care, treatment or services provided by persons retained or employed by the Policyholder; or for supplies, prescriptions or medicines paid for or reimbursable by the Policyholder; or for which a charge is not made;
16. Educational or vocational testing or training;



17. treatment of Osgood-Schlatter's disease;
18. detached retina;
19. plastic or cosmetic surgery;
20. Alcohol and Substance Abuse;
21. hernia, except as a result of participation in a Covered Activity.

The Sickness exclusions in the Exclusions section of the Policy or as amended shall not apply with respect to benefits payable under the Sickness Medical Expense Benefit.

The President and Secretary of National Union Fire Insurance Company of Pittsburgh, Pa. witness this Rider:



President



Secretary

# NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

Executive Offices: 175 Water Street, 15<sup>th</sup> Floor, New York, NY 10038

(212) 458-5000

(a capital stock company, herein referred to as the Company)

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Policyholder: Saginaw Valley State University

Policy Number: SRG 0009157746

## SUBROGATION AND RIGHT OF RECOVERY ENDORSEMENT

This Endorsement is attached to and made part of the Policy effective August 17, 2020. It applies only with respect to benefits payable under the Policy on or after that date. It is subject to all of the provisions, limitations and exclusions of the Policy except as they are specifically modified by this Endorsement.

The following section is added after the Exclusions section of the Policy:

### SUBROGATION AND RIGHT OF RECOVERY

As a condition to receiving Accident Medical Expense, Emergency Evacuation, Repatriation of Remains benefits under this Policy, the Insured (or, if he or she is deceased, an authorized representative of the Insured) agrees, except as may be limited or prohibited by applicable law:

1. to reimburse the Company for any such benefits paid to or on behalf of the Insured, if such benefits are recovered, in any form, from any Third Party or Coverage; and
2. without limiting the preceding, that the Company is subrogated, for the purpose of the Company's recovery of any such benefits paid to or on behalf of the Insured, to any and all claims, causes of action or rights that he or she has or that may rise against any Third Party who has or may have caused, contributed to or aggravated the injury or condition for which the Insured claims an entitlement to Policy benefits, and to any claims, causes of action or rights he or she may have against any Coverage for the injury or condition for which the Insured claims an entitlement to Policy benefits.

The Insured agrees that he or she will make a decision on pursuing any and all claims, causes of action and rights against any and all Third Parties and Coverage within 30 days of the date the Company requires that the Insured provide Notice of Claim for the injury or condition for which such Policy benefits are sought, and within such 30-day period will so notify the Company in writing. In the event the Insured decides not to pursue a claim, cause of action or right against a Third Party or Coverage, or fails to notify the Company of his or her intent to do so within such 30-day period, the Insured authorizes the Company to pursue, sue, compromise or settle any such claim, cause of action or right in his or her name, authorizes the Company to execute any and all documents necessary to pursue any such claim, cause of action or right, and agrees to cooperate fully with the Company in the prosecution of any such claim, cause of action or right.

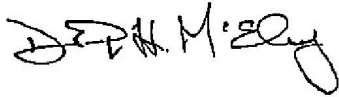
If the Insured is a minor or is not competent to make this agreement, the legal guardian of the Insured's property makes the agreement on the Insured's behalf as a condition to receiving Accident Medical Expense, Emergency Evacuation, Repatriation of Remains benefits under this Policy on behalf of the Insured. If the Insured has no guardian for his or her property, the person or persons who, in the Company's opinion, have assumed the custody and support of the minor or responsibility for the incompetent person's affairs make the agreement on the Insured's behalf as a condition to receiving such benefits under this Policy on behalf of the Insured.

The Company will not pay or be responsible, without its written consent, for any fees or costs associated with the pursuit of a claim, cause of action or right by or on behalf of an Insured against any Third Party or Coverage.

**Coverage** - as used in the Subrogation and Right of Recovery section of this Policy, means no fault motorist coverage, uninsured motorist coverage, underinsured motorist coverage, or any other fund or insurance policy (except this Policy and any fund or insurance policy providing the Policyholder with coverage for any claims, causes of action or rights the Insured may have against the Policyholder).

**Third Party(ies)** - as used in the Subrogation and Right of Recovery section of this Policy, means any person, corporation or other entity (except the Insured, the Policyholder and the Company).

The President and Secretary of National Union Fire Insurance Company of Pittsburgh, Pa. witness this Endorsement:



President



Secretary

# NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

Executive Offices: 175 Water Street, 15<sup>th</sup> Floor, New York, NY 10038

(212) 458-5000

(a capital stock company, herein referred to as the Company)

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Policyholder: Saginaw Valley State University

Policy Number: SRG 0009157746

## INJURY DEFINITION AND EXCLUSIONS AMENDATORY ENDORSEMENT

This Endorsement is attached to and made part of this Policy effective August 17, 2020. It applies only with respect to accidents and Emergency Sicknesses and losses of life that occur on or after that date. It is subject to all of the provisions, limitations and exclusions of this Policy except as they are specifically modified by this Endorsement.

1. The definition of Injury in the Definitions section of the Policy is deleted and replaced by the following:

**Injury** - means bodily injury: (1) which is sustained as a direct result of an unintended, unanticipated accident that is external to the body and that occurs while the injured person's coverage under this Policy is in force; (2) which occurs while such person is participating in a Covered Activity; and (3) which directly (independent of sickness, disease, mental incapacity, bodily infirmity or any other cause) causes a covered loss.

2. The Exclusions section of the Policy is deleted and replaced by the following:

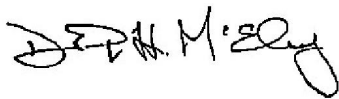
### Exclusions

No coverage shall be provided under this Policy and no payment shall be made for any loss resulting in whole or in part from, or contributed to by, or as a natural and probable consequence of any of the following excluded risks.

1. suicide or any attempt at suicide or intentionally self-inflicted Injury or any attempt at intentionally self-inflicted Injury or autoeroticism.
2. sickness, disease, mental incapacity or bodily infirmity whether the loss results directly or indirectly from any of these.
3. the Insured's commission of or attempt to commit a crime.
4. infections of any kind regardless of how contracted, except bacterial infections that are directly caused by botulism, ptomaine poisoning or an accidental cut or wound independent and in the absence of any underlying sickness, disease or condition including but not limited to diabetes.
5. declared or undeclared war, or any act of declared or undeclared war, except if specifically provided by this Policy.

6. participation in any team sport or any other athletic activity, except participation in a Covered Activity.
7. full-time active duty in the armed forces, National Guard or organized reserve corps of any country or international authority. (Unearned premium for any period for which the Insured is not covered due to his or her active duty status will be refunded) (Loss caused while on short-term National Guard or reserve duty for regularly scheduled training purposes is not excluded).
8. travel or flight in or on (including getting in or out of, or on or off of) any vehicle used for aerial navigation, if the Insured is:
  - a. riding as a passenger in any aircraft not intended or licensed for the transportation of passengers; or
  - b. performing, learning to perform or instructing others to perform as a pilot or crew member of any aircraft; or
  - c. riding as a passenger in an aircraft owned, leased or operated by the Policyholder or the Insured's employer.
9. the Insured being under the influence of intoxicants while operating any vehicle or means of transportation or conveyance in violation of Michigan vehicle code MCL 257.625, or similar law in a jurisdiction outside of this state.
10. any condition for which the Insured is entitled to benefits under any Workers' compensation Act or similar law.
11. the Insured riding in or driving any type of motor vehicle as part of a speed contest or scheduled race, including testing such vehicle on a track, speedway or proving ground.
12. any loss incurred while outside the United States, its Territories or Canada.

The President and Secretary of National Union Fire Insurance Company of Pittsburgh, Pa. witness this Endorsement:



President



Secretary

# NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

Executive Offices: 175 Water Street, 15<sup>th</sup> Floor, New York, NY 10038

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## THIS ENDORSEMENT CHANGES THE POLICY PLEASE READ IT CAREFULLY

Policyholder: Saginaw Valley State University

Policy Number: SRG 0009157746

Effective Date: August 17, 2020

### DOMESTIC PARTNERSHIPS ENDORSEMENT

This Endorsement is issued in consideration of the premium paid and is attached to and made part of the Policy or Certificate as of the Effective Date shown above at 12:01 AM Standard Time at the address of the Policyholder. It applies only with respect to coverages that are in effect on or after that date. Any changes in the premium apply as of the first premium due date on or after the effective date of this Endorsement. It is subject to all of the provisions, benefits, limitations, and exclusions of the Policy or Certificate except as they are specifically modified by this Endorsement. If there is a conflict between the Policy or Certificate and this Endorsement, the terms of this Endorsement will govern. This Endorsement amends the Policy or Certificate in the following manner:

- The following definitions are added to and made a part of the Policy or Certificate. They replace any definitions pertaining to Domestic Partnership that may already be contained in the Policy or Certificate.

**Domestic Partner** means a person who has entered into a Domestic Partnership.

**Domestic Partnership** means an arrangement whereby two persons of the same or opposite sex have established a domestic or civil union relationship pursuant to any controlling legal authority or, in the absence of such authority, an arrangement whereby two persons:

- (a) who are not related to each other to a degree of closeness that would prohibit a legal marriage; and
- (b) who are both at least the age of consent in the state in which they reside; and
- (c) who are not married to anyone else, nor have any other Domestic Partner, Civil Union Partner or Registered Domestic Partner, and
- (d) who meet any additional requirements that the Policyholder may impose, and

who have entered into domestic partner relationship. The Company may require proof of the Domestic Partner relationship in the form of a signed and completed Affidavit of Domestic Partnership.

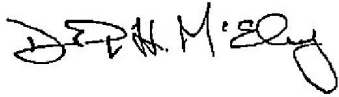
- The definitions, terms, conditions or any other provisions of the Policy, including any Application, the Certificate, and/or any Riders and Endorsements to which this Endorsement is attached are hereby amended and superseded as follows:

Terms that mean or refer to a marital relationship, or that may be construed to mean or refer to a marital relationship, such as "marriage", "spouse", "husband", "wife", "dependent", "next of kin", "relative", "beneficiary", "survivor", "immediate family" and any other such terms include the relationship created by a Domestic Partnership.

Terms that mean or refer to the inception or dissolution of a marriage, such as "date of marriage", "divorce decree", "termination of marriage" and any other such terms include the inception or dissolution of a Domestic Partnership.

Terms that mean or refer to family relationships arising from a marriage, such as "family", "immediate family", "dependent", "children", "next of kin", "relative", "beneficiary", "survivor" and any other such terms include family relationships created by a Domestic Partnership.

The President and Secretary of National Union Fire Insurance Company of Pittsburgh, Pa., witness this Endorsement:



President



Secretary

## **NOTICE**

This Policy does not provide comprehensive major medical coverage and does not satisfy the minimum essential coverage requirement of the Affordable Care Act.



**IMPORTANT NOTICE TO OUR CUSTOMERS  
REGARDING THE  
OFFICE OF FOREIGN ASSETS CONTROL ("OFAC")**

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Your rights as a policyholder and payments to you, any insured, additional insured, loss payee, mortgagee, or claimant, for loss under this policy may be affected by the administration and enforcement of U.S. economic embargoes and trade sanctions by the OFFICE OF FOREIGN ASSETS CONTROL ("OFAC").

The United States imposes economic sanctions against countries, groups and individuals, such as terrorists and narcotics traffickers. These sanctions prohibit US persons from dealing with these sanctioned parties. The purpose of this notice is to inform you that we cannot violate US sanctions by engaging with sanctioned countries or people.

**WHAT IS OFAC?**

OFAC is an office of the Department of the Treasury and acts under presidential wartime and national emergency powers, as well as authority granted by specific legislation, to impose controls on transactions and freeze foreign assets under U.S. jurisdiction. OFAC administers and enforces economic embargoes and trade sanctions primarily against:

- Targeted foreign countries and their agents
- Terrorism sponsoring agencies and organizations
- International narcotics traffickers
- Proliferators of Weapons of Mass Destruction

**PROHIBITED ACTIVITY**

- OFAC enforces certain embargoes and sanctions against designated countries. No U.S. business or person may enter into transactions involving designated "sanctioned" countries.
- OFAC publishes on its website a list known as the "Specially Designated Nationals and Blocked Persons" ("SDNBP") list. No U.S. business or person may enter into transactions involving any person or entity named on the SDNBP list.

Additional information about OFAC Sanctions Programs and Countries can be found at:  
<http://www.treasury.gov/resource-center/sanctions/Programs/Pages/Programs.aspx>

**OBLIGATIONS PLACED ON US BY OFAC**

If we determine that you or any insured, additional insured, loss payee, mortgagee, or claimant are on the SDNBP list or are connected to a sanctioned country as described in the regulations, we must block or "freeze" property and payment of any funds transfers or transactions.

**POTENTIAL ACTIONS BY US**

1. We shall not be deemed to provide cover when it would violate any applicable sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union or the United States of America. You will not receive a return premium unless approved by OFAC. All funds will be placed in an interest bearing blocked account established on the books of a U.S. financial institution.
2. We will not pay a claim or provide any benefit to the extent that such cover, payment of such claim or provision of such benefit would violate any trade or economic sanctions, laws or regulations of the United States of America and we will not defend or provide any other benefits under your policy to individuals, entities or companies to the extent that it would violate any trade or economic sanctions, laws or regulations of the United States of America.

**YOUR RIGHTS AS A POLICYHOLDER**

If funds are blocked or frozen by us in conjunction with the OFFICE OF FOREIGN ASSETS CONTROL, you may complete an "APPLICATION FOR THE RELEASE OF BLOCKED FUNDS" and apply for a specific license to request their release. Forms are available for download at the OFAC website. See <https://www.treasury.gov/resource-center/sanctions/Pages/forms-index.aspx>

**Edition Date: 5/2016**

**FACTS****WHAT DOES AMERICAN INTERNATIONAL GROUP, INC. (AIG) DO WITH YOUR PERSONAL INFORMATION?****Why?**

Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal 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.

**What?**

The types of personal information we collect and share depend on the product or service you have with us. This information can include:

- Social Security number and Medical Information
- Income and Credit History
- Payment History and Employment Information

When you are *no longer* our customer, we continue to share your information as described in this notice.

**How?**

All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons AIG chooses to share; and whether you can limit this sharing.

| Reasons we can share your personal information   | Does AIG share? | Can you limit this sharing? |
|--|-----------------|-----------------------------|
| <b>For our everyday business purposes</b> — such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, conduct research including data analytics, 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 nonaffiliates to market to you</b>  | No              | We don't share              |

**Questions?**

**For AIG Insurance Companies: Call 866-244-4786; Fax: 212-458-7081 or E-Mail: [CIPrivacy@aig.com](mailto:CIPrivacy@aig.com)**

**For Pet insurance sold by AIG Insurance Companies: Call 866-937-7387 or E-Mail: [CIPrivacy@aig.com](mailto:CIPrivacy@aig.com)**

**For LiveTravel, Inc., Travel Guard Group, Inc. or AIG Travel Assist, Inc.: Call 866-244-4786 or E-Mail: [CIPrivacy@aig.com](mailto:CIPrivacy@aig.com)**

## Who we are

### Who is providing this notice?

The insurance company subsidiaries of American International Group, Inc. (AIG) underwriting property-casualty, accident & health, life insurance and related services and certain marketing subsidiaries of AIG listed below.

## What we do

### How does AIG protect my personal information?

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. We restrict access to employees, representatives, agents, or selected third parties who have been trained to handle nonpublic personal information.

### How does AIG collect my personal information?

We collect your personal information, for example, when you

- apply for insurance or pay insurance premiums
- file an insurance claim or give us your income information
- provide employment information

We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.

### Why can't I limit all sharing?

Federal law gives you the right to limit only

- sharing for affiliates' everyday business purposes- information about your creditworthiness
- affiliates from using your information to market to you
- sharing for nonaffiliates to market to you

State laws and individual companies may give you additional rights to limit sharing. See below for more on your rights under state law.

## Definitions

### Affiliates

Companies related by common ownership or control. They can be financial and nonfinancial companies.

- *Our affiliates include the member companies of American International Group, Inc.*

### Nonaffiliates

Companies not related by common ownership or control. They can be financial and nonfinancial companies.

- *AIG does not share with nonaffiliates so they can market to you.*

### Joint marketing

A formal agreement between nonaffiliated financial companies that together market financial products or services to you.

- *Our joint marketing partners include companies with which we jointly offer insurance products, such as a bank.*

## Other important information

This notice is provided by American Home Assurance Company; AIG Assurance Company; AIG Property Casualty Company; AIG Specialty Insurance Company; Commerce and Industry Insurance Company; Granite State Insurance Company; Illinois National Insurance Co.; Lexington Insurance Company; AIU Insurance Company; National Union Fire Insurance Company of Pittsburgh, Pa.; National Union Fire Insurance Company of Vermont; New Hampshire Insurance Company; The Insurance Company of the State of Pennsylvania; (collectively the "AIG Insurance Companies"). This notice is also provided by certain marketing subsidiaries of AIG, including Morefar Marketing, Inc., LLC, Travel Guard Group, Inc., AIG Travel Assist, Inc. and LiveTravel, Inc. who market insurance or non-insurance products and services to consumers.

**For Vermont Residents only.** We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures. Additional information concerning our privacy policies can be found using the contact information above for Questions.

**For California Residents only.** We will not share information we collect about you with nonaffiliated third parties, except as permitted by California law, such as to process your transactions or to maintain your account.

**For Nevada Residents Only.** We are providing this notice pursuant to Nevada state law. You may elect to be placed on our internal Do Not Call list by contacting us as listed above. Nevada law requires that we also provide you with the following contact information: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington Street, Suite 3900, Las Vegas, NV 89101; Phone number: 702-486-3132; email: aginfo@ag.nv.gov. You may contact the applicable customer service department using the contact information above or by writing to us at Privacy Officer, 175 Water Street, 18th Floor, New York, NY 10038.

You have the right to see and, if necessary, correct personal data. This requires a written request, both to see your personal data and to request correction. We do not have to change our records if we do not agree with your correction, but we will place your statement in our file. If you would like a more detailed description of our information practices and your rights, please write to us at: Privacy Officer, 175 Water Street, 18th Floor, New York, NY 10038.

## NOTICE OF AVAILABILITY OF HIPAA NOTICE OF PRIVACY PRACTICES

THIS NOTICE IS PROVIDED TO YOU FOR INFORMATIONAL PURPOSES ONLY. YOU ARE NOT REQUIRED TO CALL OR TAKE ANY ACTION IN RESPONSE TO THIS NOTICE.

The Notice applies to the insurance products that provide payment for the cost of medical care as issued by the following companies (the "Company"):

American General Life Insurance Company<sup>1</sup>  
The United States Life Insurance Company in the City of New York  
National Union Fire Insurance Company of Pittsburgh, Pa.

In accordance with the HIPAA (Health Insurance Portability and Accountability Act of 1996) Privacy Rule, we are required to notify you of the availability of our HIPAA Notice of Privacy Practices.

If you would like to receive a paper copy of the HIPAA Notice of Privacy Practices, please contact us at:

|  |   |
|--|---|
| <b><i>HIPAA Privacy Officer</i></b><br>2919 Allen Parkway L3-20<br>Houston, TX 77019<br><a href="mailto:hipaaquestions@aig.com">hipaaquestions@aig.com</a> |   |
| <b>Phone Numbers:</b>  |   |
| American General Life Insurance Company (AGL) and The United States Life Insurance Company in the City of New York (US Life)                               | 1-800-231-3655                                    |
| AIG Financial Network  | 1-800-888-2452                                    |
| AIG's Group Benefits   | 1-800-346-7692<br>please follow prompt for claims |
| Long Term Care   | 1-888-565-3769                                    |
| National Union Fire Insurance Company of Pittsburgh, Pa.   | 1-866-244-4786                                    |

<sup>1</sup>This Company does not solicit business in New York.

# NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

Executive Offices: 175 Water Street, 15<sup>th</sup> Floor, New York, NY 10038

(212) 458-5000

(a capital stock company, herein referred to as the Company)

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

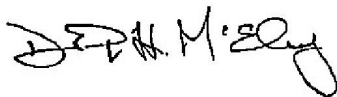
## ENDORSEMENT # 1

This endorsement, effective 12:01 A.M. August 17, 2020 forms a part of Policy No. SRG 0009157746 issued to Saginaw Valley State University by National Union Fire Insurance Company of Pittsburgh, Pa.

### ECONOMIC SANCTIONS ENDORSEMENT

*This endorsement modifies insurance provided under the following:*

The Insurer shall not be deemed to provide cover and the Insurer shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the Insurer, its parent company or its ultimate controlling entity to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union or United States of America.



President



Secretary

## POLICYHOLDER NOTICE

Thank you for purchasing insurance from a member company of American International Group, Inc. (AIG). The AIG member companies generally pay compensation to brokers and independent agents, and may have paid compensation in connection with your policy. You can review and obtain information about the nature and range of compensation paid by AIG member companies to brokers and independent agents in the United States by visiting our website at [www.aig.com/producer-compensation](http://www.aig.com/producer-compensation) or by calling 1-800-706-3102.