

**CHUBB®**

**ACE Property & Casualty Insurance Company**

Home Office Address: 436 Walnut Street • Philadelphia, PA 19106  
Policyholder Service Address: P. O. Box 6700, Scranton, PA 18505-0700  
Telephone Number: 1-866-445-8874

**GROUP HOSPITAL INDEMNITY INSURANCE CERTIFICATE**

**THIS IS A LIMITED BENEFIT CERTIFICATE. THIS IS A SUPPLEMENT TO HEALTH INSURANCE AND IT IS NOT A SUBSTITUTE FOR MAJOR MEDICAL COVERAGE. LACK OF MAJOR MEDICAL COVERAGE (OR OTHER MINIMUM ESSENTIAL COVERAGE). MAY RESULT IN AN ADDITIONAL PAYMENT WITH YOUR TAXES.**

**PLEASE READ THE CERTIFICATE CAREFULLY**

THE INSURANCE POLICY UNDER WHICH THIS CERTIFICATE IS ISSUED IS NOT A POLICY OF WORKERS' COMPENSATION INSURANCE. YOU SHOULD CONSULT YOUR EMPLOYER TO DETERMINE WHETHER YOUR EMPLOYER IS A SUBSCRIBER TO THE WORKERS' COMPENSATION SYSTEM.

This is Your Certificate while You are insured. You are the Certificateholder. This Certificate is in force as of the Certificate Effective Date. The Certificate Effective Date is defined under this Certificate.

The Company certifies that You are insured for the benefits described in this Certificate, subject to the provisions of this Certificate. The Policy issued to the Policyholder includes this Certificate. The Policy is a contract between Us and the Policyholder. The Policy alone constitutes the agreement under which payments are made. Benefit payment is governed by all the terms, conditions and limitations of the Policy. We will pay the benefits set forth in this Certificate. If the terms and provisions of the Certificate are different from the Policy, the Policy will govern. The Policy may be inspected at the office of the Policyholder during normal business hours.

We will deliver a paper copy of the Certificate to You.

This Certificate was issued on the basis that the information provided by the Policyholder was correct and complete. Incorrect or incomplete information can result in the denial of a claim, rescission, or termination of this Certificate.

**RENEWABILITY**

This Certificate is conditionally renewable. Your coverage is automatically renewed if at the time of renewal, You are an Eligible Employee and the Policy is in force.

We reserve the right to change the premium. We or the Policyholder will notify You, at Your last address of record, of a change at least 60 days before the date at which it is to become effective.

For ACE Property & Casualty Insurance Company



John J. Lupica, President



Brandon Peene, Secretary

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## Have a complaint or need help?

If you have a problem with a claim or your premium, call your insurance company or HMO first. If you can't work out the issue, the Texas Department of Insurance may be able to help.

Even if you file a complaint with the Texas Department of Insurance, you should also file a complaint or appeal through your insurance company or HMO. If you don't, you may lose your right to appeal.

### ACE Property & Casualty Insurance Company

To get information or file a complaint with your insurance company or HMO:

**Call: 1-866-445-8874**

**Online:** [www.chubb.com](http://www.chubb.com)

**Email:** [ChubbUSCustomerServices@chubb.com](mailto:ChubbUSCustomerServices@chubb.com)

**Mail:** P. O. Box 6703  
Scranton, PA 18505-0703

### The Texas Department of Insurance

To get help with an insurance question or file a complaint with the state:

**Call with a question:** 1-800-252-3439

**File a complaint:** [www.tdi.texas.gov](http://www.tdi.texas.gov)

**Email:** [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

**Mail:** MC 111-1A  
P.O. Box 149091  
Austin, TX 78714-9091

## ¿Tiene una queja o necesita ayuda?

Si tiene un problema con una reclamación o con su prima de seguro, llame primero a su compañía de seguros o HMO. Si no puede resolver el problema, es posible que el Departamento de Seguros de Texas (Texas Department of Insurance, por su nombre en inglés) pueda ayudar.

Aun si usted presenta una queja ante el Departamento de Seguros de Texas, también debe presentar una queja a través del proceso de quejas o de apelaciones de su compañía de seguros o HMO. Si no lo hace, podría perder su derecho para apelar.

### ACE Property & Casualty Insurance Company

Para obtener información o para presentar una queja ante su compañía de seguros o HMO:

**Llame a: al 1-866-445-8874**

**En línea:** [www.chubb.com](http://www.chubb.com)

**Correo electrónico:**  
[ChubbUSCustomerServices@chubb.com](mailto:ChubbUSCustomerServices@chubb.com)

**Dirección postal:** P. O. Box 6703  
Scranton, PA 18505-0703

### El Departamento de Seguros de Texas

Para obtener ayuda con una pregunta relacionada con los seguros o para presentar una queja ante el estado:

**Llame con sus preguntas al:** 1-800-252-3439

**Presente una queja en:** [www.tdi.texas.gov](http://www.tdi.texas.gov)

**Correo electrónico:**  
[ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

**Dirección postal:** MC 111-1A  
P.O. Box 149091  
Austin, TX 78714-9091

## CERTIFICATE IDENTIFICATION

Policyholder: Red Oak Independent School District

Policy Number: 100000046

Policy Effective Date: September 01, 2023

Governing Jurisdiction: Texas

Policyholder Address: 109 W Red Oak Road  
Red Oak, TX 75154

Annual Enrollment Date: September 01 of each year

Eligible Class: All Active Full Time Employees

Coverage Type: 24 Hour

## SCHEDULE OF BENEFITS

### COVERED PERSON(S):

**Insured**

Plan 1 as elected

**Spouse**

Plan 1 as elected

**Child(ren)**

Plan 1 as elected

### FUNDING:

**Contributory**

<b>BENEFITS:</b>	<b>Insured</b>	<b>Spouse</b>	<b>Child(ren)</b>
<b>HOSPITAL ADMISSION BENEFIT</b>	\$1,500	\$1,500	\$1,500
Maximum Benefit per Calendar Year	2	2	2
<b>HOSPITAL ADMISSION ICU BENEFIT</b>	\$1,500	1,500	1,500
Maximum Benefit per Calendar Year	2	2	2
<b>HOSPITAL CONFINEMENT BENEFIT</b>			
Per Day	\$100	\$100	\$100
Maximum Days per Confinement	31	31	31
Maximum Days per Calendar Year	31	31	31
<b>HOSPITAL CONFINEMENT ICU BENEFIT</b>			
Per Day	\$150	\$150	\$150
Maximum Days per Confinement	10	10	10
Maximum Days per Calendar Year	10	10	10
<b>NEWBORN NURSERY CARE CONFINEMENT BENEFIT</b>			
Per Day	\$150	\$150	\$150
Maximum Days per Confinement- normal vaginal delivery	5	5	5
Maximum Days per Confinement- Caesarean section	10	10	10

### Additional Benefit Riders:

**Immediate Care Benefit Certificate Rider**

Covered

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Annual Enrollment Date: September 01 of each year

Eligible Class: All Active Full Time Employees

Coverage Type: 24 Hour

## SCHEDULE OF BENEFITS

### COVERED PERSON(S):

**Insured**

Plan 2 as elected

**Spouse**

Plan 2 as elected

**Child(ren)**

Plan 2 as elected

### FUNDING:

**Contributory**

<b>BENEFITS:</b>	<b>Insured</b>	<b>Spouse</b>	<b>Child(ren)</b>
<b>HOSPITAL ADMISSION BENEFIT</b>	\$2,500	\$2,500	\$2,500
Maximum Benefit per Calendar Year	2	2	2
<b>HOSPITAL ADMISSION ICU BENEFIT</b>	\$2,500	\$2,500	\$2,500
Maximum Benefit per Calendar Year	2	2	2
<b>HOSPITAL CONFINEMENT BENEFIT</b>			
Per Day	\$250	\$250	\$250
Maximum Days per Confinement	31	31	31
Maximum Days per Calendar Year	31	31	31
<b>HOSPITAL CONFINEMENT ICU BENEFIT</b>			
Per Day	\$250	\$250	\$250
Maximum Days per Confinement	10	10	10
Maximum Days per Calendar Year	10	10	10
<b>NEWBORN NURSERY CARE CONFINEMENT BENEFIT</b>			
Per Day	\$250	\$250	\$250
Maximum Days per Confinement- normal vaginal delivery	5	5	5
Maximum Days per Confinement- Caesarean section	10	10	10

### Additional Benefit Riders:

**Immediate Care Benefit Certificate Rider**

Covered

## **BENEFITS**

Refer to the Schedule of Benefits for benefit amounts and Maximum Benefit Periods. If the amount shown for a benefit is zero, such benefit is not covered under this Certificate. All benefits are paid only once per Covered Person per Covered Accident or Covered Sickness, unless otherwise noted in the Schedule of Benefits. We will not pay the same benefit for a Covered Accident and Covered Sickness for the same day. Capitalized terms are defined in the Definitions provision of this Certificate.

### **HOSPITAL ADMISSION BENEFIT**

We will pay this benefit for the first day a Covered Person is admitted to a Hospital or Hospital Sub-Acute Intensive Care Unit as an inpatient due to a Covered Accident or Covered Sickness. The Covered Person must be admitted to a Hospital within six months after the Covered Accident.

We will not pay this benefit for:

- Emergency Room treatment;
- Outpatient treatment; or
- A stay of less than 20 hours in an Observation Unit; or
- Confinement in a Rehabilitation Unit.

We will only pay for one Hospital Admission Benefit per Confinement.

If a Covered Person is admitted to a Hospital and is then transferred to another Hospital, We will not pay an additional Hospital Admission Benefit.

### **HOSPITAL ADMISSION ICU BENEFIT**

We will pay this benefit for the first day a Covered Person is admitted to a Hospital ICU as an inpatient due to a Covered Accident or Covered Sickness. The Covered Person must be admitted to a Hospital ICU within 30 days after the Covered Accident.

We will not pay this benefit for:

- Emergency Room treatment;
- Outpatient treatment;
- A stay of less than 20 hours in an Observation Unit; or
- Confinement in a Rehabilitation Unit.

We will pay this benefit for Covered Child(ren) admitted to the Neonatal Intensive Care Unit (NICU) due to a Covered Accident or Covered Sickness.

We will not pay the Hospital Admission Benefit and the Hospital Admission ICU Benefit for the same Covered Accident or Covered Sickness.

If a Covered Person is admitted to a Hospital and transferred to the Hospital Intensive Care Unit due to a Covered Accident or Covered Sickness, We will pay the Hospital Admission ICU Benefit, less the amount We paid under the Hospital Admission Benefit.

### **HOSPITAL CONFINEMENT BENEFIT**

We will pay this benefit if a Covered Person is Confined in a Hospital or Hospital Sub-Acute Intensive Care Unit due to a Covered Accident or Covered Sickness. The Covered Person must be Confined to a Hospital within six months after the Covered Accident.

We will pay benefits for only one Confinement at a time even if it is caused by more than one Covered Accident or Covered Sickness.

We will not pay this benefit for:

- Emergency Room treatment;
- Outpatient treatment;
- A stay of less than 20 hours in an Observation Unit; or
- Confinement in a Rehabilitation Unit.

If a Covered Person is Confined in a Hospital or Hospital Sub-Acute Intensive Care Unit, and is Confined again within 90 days for the same Covered Accident or Covered Sickness, We will treat this Confinement for a continuation of the prior Confinement.

We will not pay the Hospital Confinement Benefit and the Hospital Confinement ICU Benefit for the same day. We will pay the higher of the two benefits for any day the Covered Person is transferred in or out of ICU.

#### **HOSPITAL CONFINEMENT ICU BENEFIT**

We will pay this benefit if a Covered Person is Confined in a Hospital ICU due to a Covered Accident or Covered Sickness. The Covered Person must be admitted to a Hospital ICU within 30 days after the date of the Covered Accident.

We will pay benefits for only one Confinement at a time even if it is caused by more than one Covered Accident or Covered Sickness.

We will not pay this benefit for:

- Emergency Room treatment;
- Outpatient treatment;
- A stay of less than 20 hours in an Observation Unit; or
- Confinement in a Rehabilitation Unit.

If a Covered Person is Confined in a Hospital ICU, and is Confined in a Hospital ICU once again within 90 days due to the same Covered Accident or Covered Sickness, We will treat this Confinement as a continuation of the prior Confinement.

We will not pay the Hospital Confinement ICU Benefit and the Hospital Confinement Benefit for the same day. We will pay the higher of the two benefits for any day the Covered Person is transferred in or out of ICU.

We will pay this benefit for Covered Children Confined to the Neonatal Intensive Care Unit (NICU) due to a Covered Accident or Covered Sickness.

If a Covered Person is Confined in a Hospital ICU beyond the Maximum Benefit Period, the Covered Person will be eligible for the Hospital Confinement Benefit. The Hospital Confinement Benefit will begin the first day following the expiration of the Maximum Benefit Period for Hospital ICU Confinement Benefit.

If the unit to which a Covered Person is Confined does not meet the definition of Hospital ICU in this Certificate, We will pay the Hospital Confinement Benefit, if applicable.

#### **NEWBORN NURSERY CARE CONFINEMENT BENEFIT**

We will pay this benefit for a newborn baby who is receiving Newborn Nursery Care and is not Confined for treatment of a physical illness, infirmity, disease or Injury. If a newborn baby is Confined for treatment of a physical illness, infirmity, disease or Injury, We will pay the Hospital Confinement Benefit instead of the Newborn Nursery Care Confinement Benefit.

## DEFINITIONS

**Active Employee, Actively at Work** means You are at work for pay on a permanent basis at least 20 hours per week performing the normal duties of Your job.

**Adult Day Care Facility** means a facility, or part of a facility, that provides adult day care, and is appropriately licensed or certified to provide such services, if required by the jurisdiction in which it is operating. The facility should not be owned or operated by a Covered Person or an Immediate Family member. Adult day care means a program of social and/or health-related services provided on a less than 24-hour-a-day basis, provided in an Adult Day Care Facility. The purpose of the program must be to support frail or impaired elderly, or other disabled adults, who can benefit from care in a group setting outside the home.

**Calendar Year** means the time period from the Certificate Effective Date through December 31 of that year. Subsequent Calendar Years begin on January 1 and continue through December 31.

**Certificate Effective Date** means the date coverage under this Certificate becomes effective. The Certificate becomes effective:

- On the Policy Effective Date if You are in an Eligible Class on or before the Policy Effective Date and Your enrollment was approved by Us; or
- On the first day of the month following the date Your enrollment was approved by Us if You enter into an Eligible Class after the Policy Effective Date.

This date will be used to determine Certificate years, months, and anniversaries.

**Complications of Pregnancy** means those conditions requiring Confinement whose diagnoses are distinct from a routine pregnancy but are adversely affected by pregnancy or are caused by pregnancy, such as acute nephritis, nephrosis, cardiac decompensation, missed abortion, miscarriage, non-elective Cesarean, non-elective abortion and similar medical and surgical conditions.

Complications of Pregnancy does not include false labor, occasional spotting, physician-prescribed rest during the period of pregnancy, morning sickness, hyperemesis gravidarum, preeclampsia and other conditions.

**Confined or Confinement** means the assignment to a bed as a resident inpatient in one of the following facilities on the advice of a Physician:

- Hospital
- Hospital Sub-Acute Intensive Care Unit
- Hospital ICU
- A stay of more than 20 hours in an Observation Unit
- Rehabilitation Unit

**Contributory Coverage** means coverage for which You pay a portion of the premium.

**Covered Accident** means an unintended and unexpected event which results in an Injury that:

- Occurs on or after the Certificate Effective Date; and
- Occurs while this Certificate is in force; and
- Is not excluded by name or specific description in this Certificate.

No benefits are payable for any treatment or expenses incurred prior to the Certificate Effective Date.

**Covered Person** means a person covered under this Certificate, except no person who is on active duty status for the military service of any country may be covered under this Certificate.

**Covered Sickness** means an illness, infection, disease or any other abnormal physical condition not caused by an accident that:

- Occurs on or after the Certificate Effective Date; and
- Occurs while this Certificate is in force; and
- Is not excluded by name or specific description in this Certificate.



Sickness includes pregnancy and Complications of Pregnancy.

No benefits are payable for any treatment or expenses incurred prior to the Certificate Effective Date.

**Dependent** means:

- Your Spouse, Domestic Partner, Civil Union Partner; or
- Your newborn child; or
- Your unmarried natural child, legally adopted child, child in the waiting period prior to finalization of adoption by You, or step-child; under the age of 27; or
- Your unmarried grandchild under age 27 who is a dependent for federal income tax purposes at the time of completion of the enrollment form; or;
- Your child for whom You must provide medical support under an order issued under Chapter 154, Family Code, or enforceable by a court of the state of Texas;
- Your disabled dependent child regardless of age; or
- Your unmarried Military Veteran Dependent who is under age 30.

Coverage for a grandchild may not be terminated solely because the grandchild is no longer a dependent of the Insured for federal income tax purposes.

**Domestic Partner** means a person who resides with and is financially interdependent with You.

**Eligible Employee** means a person who is an Active Employee or retired employee of the Policyholder.

**Emergency Room** means a special area in a Hospital that is equipped and staffed to give emergency treatment on an outpatient basis and is not a freestanding clinic or Doctor's office.

**Home Health Care** means a program of professional, para-professional or skilled care provided by or through a Home Health Care Agency in the Insured's Home. It includes the following types of care: nursing services; physical therapy, occupational therapy, speech therapy, respiratory therapy, audiology services; and medical social services by a social worker or social work assistant.

**Hospital** means an institution in the United States or Canada which meets all of the following requirements:

- Operates pursuant to state or provincial law for Hospitals located in the United States or Canada;
- Operates primarily for the care and treatment of sick or injured persons as Inpatients;
- Provides 24-hour nursing service;
- Has facilities available for diagnosis and surgery either on its own premises or in facilities available to the Hospital on a pre-arranged basis; and
- Has a staff of at least one licensed Physician available at all times.

Hospital does not include rest homes, nursing homes, convalescent homes, homes for the aged, and facilities primarily affording custodial, educational, or rehabilitation facilities, including rehabilitation hospitals.

**Hospital Intensive Care Unit (ICU) or Neonatal Intensive Care Unit (NICU)** means a place that:

- Is a specially designated area of the Hospital called an intensive care unit or neonatal intensive care unit that provides the highest level of medical care and is restricted to patients who are critically ill or injured and who require intensive comprehensive observation and care;
- Is separate and apart from the surgical recovery room and from rooms, beds, and wards customarily used for patient Confinement;
- Is permanently equipped with special lifesaving equipment for the care of the critically ill or injured;
- Is under constant and continuous observation by a specially trained nursing staff assigned exclusively to the intensive care unit on a 24-hour basis; and
- Has a Physician assigned to the intensive care unit on a full-time basis.

A Hospital Intensive Care Unit is not a progressive care unit, an intermediate care unit, a private monitored room, Hospital Sub-Acute Intensive Care Unit, an Observation Unit or any facility not meeting the definition of a Hospital Intensive Care Unit as defined above.

**Hospital Sub-Acute Intensive Care Unit** means a place that:

- Is a specifically designated area of the Hospital that provides a level of medical care below intensive care, but above a regular private or semi-private room or ward;
- Is separate and apart from the surgical recovery room and from rooms, beds and wards customarily used for patient Confinement;
- Is permanently equipped with special lifesaving equipment for the care of the critically ill or injured; and
- Is under constant and continuous observation by a specially trained nursing staff.

A Hospital Sub-Acute Intensive Care Unit may be referred to as progressive care, intermediate care, or a step-down unit, but is not a regular private or semi-private room, or ward with or without monitoring equipment.

**Immediate Family** means:

- You or Your Spouse; or
- Any of You, or Your Spouse's children, parents, grandparents, grandchildren, brothers, sisters, or their respective spouses.

**Injured, Injury, or Injuries** means an accidental bodily injury that resulted from a Covered Accident. It does not include sickness, disease or bodily infirmity. Overuse syndromes, typically due to repetitive or recurrent activities, such as osteoarthritis, Carpal Tunnel Syndrome or tendonitis, are considered to be a sickness and not an Injury for purposes of this Certificate. An injury that leads to Confinement more than six months after the originating accident will be considered a sickness.

**Insured** means the Eligible Employee covered by this Certificate. Insured also means the Certificateholder.

**Maximum Benefit Period** means the longest period of time for which a benefit will be paid. The durations are shown in the Certificate Identification and Schedule of Benefits for each benefit that has a Maximum Benefit Period.

**Newborn Nursery Care** means routine well baby care provided to Your newborn baby while they are Confined immediately following childbirth.

**Observation Unit** means a specified area within a Hospital, apart from the Emergency Room, where a patient can be monitored by a Physician following outpatient surgery or treatment in the Emergency Room that:

- Is under the direct supervision of a Physician or registered nurse;
- Is staffed by nurses assigned specifically to that unit; and
- Provides care seven days per week, 24 hours per day.

**Physician** means a person performing tasks that are within the limits of his or her medical license and is:

- Licensed to practice medicine, prescribe and administer drugs or to perform surgery; or
- A legally qualified medical practitioner according to the laws and regulations of the governing jurisdiction.

**Policyholder** means the entity to whom the Policy is issued. The Policyholder is shown in the Certificate Identification.

**Spouse** means the person to whom You are married, or Your Domestic Partner, and for whom You have elected coverage. Spouse also means Your Civil Union Partner.

**Temporary Layoff** means you are absent from active employment for a period of time that has been agreed to in advance by writing by Your employer. Normal vacation time or any period of disability is not considered a temporary layoff.

**We, Our, Us or the Company** means ACE Property & Casualty Insurance Company.

**You or Your** means the Insured.

## EXCLUSIONS

No benefits will be paid for any Covered Accident or Covered Sickness that is caused by, or occurs as a result of, a Covered Person's:

- Committing or attempting to commit suicide or intentionally injuring himself or herself.
- Being exposed to war or any act of war, declared or undeclared, serving in any of the armed forces or units auxiliary thereto.
- Participating in an illegal occupation or attempting to commit or actually committing a felony ("illegal occupation" and "felony" is as defined by the law of the jurisdiction in which the activity takes place).
- Injury while sky diving, hang gliding, parachuting, bungee jumping, parasailing, or scuba diving.
- Being intoxicated or being under the influence of any narcotic or other prescription drug unless administered on the advice of a Physician and taken according to the Physician's instructions (the term "intoxicated" means the minimum blood alcohol level required to be considered operating an automobile under the influence of alcohol in the jurisdiction where the accident occurred).
- Alcoholism.
- Cosmetic surgery, except for reconstructive surgery needed as the result of an Injury or Sickness or is related to or results from a congenital disease or anomaly of a covered Dependent Child; and congenital defects in newborns.
- Services related to sterilization, reversal of a vasectomy or tubal ligation; in vitro fertilization and diagnostic treatment of infertility or other problems related to the inability to conceive a child, unless such infertility is a result of a covered Injury or Sickness.
- A Physician cannot be You or a member of Your Immediate Family, Your business or professional partner, or any person who has a financial affiliation or business interest with You.

## **PREMIUMS**

### **PAYMENT OF PREMIUM**

The first premium is due on the Certificate Effective Date. Subsequent premiums are due and payable on the monthly anniversary of the Certificate Effective Date. If premiums are not paid when due, this Certificate will terminate subject to the Grace Period.

All premiums are payable to Us or as otherwise designated by Us.

You are responsible for remitting Premiums as they become due. Payment of any Premium will not keep insurance in effect beyond the due date of the next Premium, except as stated in the Grace Period.

### **GRACE PERIOD**

A Grace Period of 31 days will be allowed for the payment of each Premium. The Certificate will remain in effect during the Grace Period, unless the Policyholder gives You give Us advance notice of termination. If any premium is unpaid at the end of the Grace Period, coverage shall automatically terminate and this Certificate will no longer be in force.

If any premium is unpaid at the end of the Grace Period, coverage shall terminate retroactively to the last day for which premium is paid, on the day after the Grace Period ends, and this Certificate will no longer be in force.

### **PREMIUM CHANGES**

We have the right to change the premium rates on any premium due date in accordance with the terms of the Policy. If the rates are changed, We will give at least 60 days advance notice to the Policyholder, or to You if the portability coverage is in effect.

### **UNPAID PREMIUM**

Upon payment of a claim under this Certificate, any premium then due and unpaid will be deducted from Your claim payment. This includes but is not limited to claims incurred during the Grace Period.

### **REFUND OF PREMIUM AT DEATH**

Upon notice of Your death, We will refund to the Beneficiary the portion of any premium that applies to a period beyond the end of the Certificate month in which death occurred.

## **ELIGIBILITY, EFFECTIVE DATE, TERMINATION OF COVERAGE AND PORTABILITY PRIVILEGE**

### **ELIGIBILITY FOR COVERAGE**

You are eligible for coverage under this Certificate if:

- Your enrollment is approved by Us; and
- You are an Eligible Employee on the Certificate

A Dependent is eligible for coverage on the later of:

- The date You are eligible for insurance; or
- The date You acquire the Dependent.

A Dependent is deemed to be acquired as follows:

- Spouse: On the date of the marriage or the date the Eligible Dependent becomes Your Domestic Partner or Civil Union Partner.
- Natural Child: On the date of birth.
- Adopted Child: On the date You are party to a suit to adopt a child.
- Stepchild: On the date of the Your marriage to the child's parent. Stepchild includes a natural or adopted child of Your Spouse.
- Grandchild: On the date the child is dependent on You or Your Spouse for Federal Income Tax purposes or at the time of completion of the enrollment form for coverage of the grandchild is made.

## **ADDITION OF ELIGIBLE DEPENDENTS**

- **Newborns:** Coverage for a newborn is effective from the moment of birth and shall continue for a period of 31 days. To continue coverage beyond the initial 31 days period, You must notify Us of the birth of the newborn and pay any additional premium, including the additional premium required for the initial 31 day period.
- **Adopted Children Coverage:** Coverage for an adopted child is effective from the date of adoption, or the earlier of either placement or party to a suit to adopt if You apply for coverage within 60 days after adoption or placement for adoption. For coverage to continue We must receive notice of the adoption within 60 days after the date of adoption or the earlier of either placement, adoption or party to a suit to adopt; and You must pay all required premiums within 60 days after receiving a notice of amount due. Failure to provide notice within the required time period will not end coverage if it is shown that the notice was furnished as soon as reasonably possible. If notification of the adoption or the earlier of either placement, adoption or party to a suit to adopt is received more than 60 days after the date of the adoption or the earlier of either placement, adoption or a party to a suit to adopt, coverage will be effective on the date notification is received by Us, provided You pay all required premiums within 45 days after receiving a notice of amount due.
- **Other than a Newborn or an Adopted Child:** To add other eligible Dependents You must apply for coverage during an open enrollment period. If approved by Us, the additional coverage will be effective on the monthly anniversary of the Certificate Effective Date following approval.

## **EFFECTIVE DATE**

Your coverage will start on the Certificate Effective Date.

## **TERMINATION OF COVERAGE**

Your coverage will terminate at the earliest of:

- The end of the period for which premium is paid, subject to the Grace Period;
- The date You enter into active duty status for the military service of any country;
- The date of Your death;
- The date a new hospital indemnity insurance certificate issued by the Company becomes effective;
- The date You cease to be in an Eligible Class;
- The monthly anniversary of the Certificate Effective Date following the date We receive the Policyholder's request to terminate Your insurance coverage.

Dependent coverage will terminate at the earliest of:

- The end of the period for which premium is paid, subject to the Grace Period;
- The monthly anniversary of the Certificate Effective Date following the date a Dependent ceases to be a Dependent as defined;
- The date Your coverage terminates; or
- The monthly anniversary of the Certificate Effective Date following the date We receive Your request to terminate Dependent coverage for Your Spouse and/or Dependent child(ren).

## **CONTINUATION FOR INCAPACITATED CHILDREN**

Dependent children insured hereunder who are incapable of self-sustaining employment due to intellectual or physical incapacity, and who became incapacitated prior to the age at which Dependent coverage would otherwise terminate and who are financially dependent on the Insured for support and maintenance, may continue to be covered regardless of age.

You must submit a notice of the Dependent child's incapacity, not later than 31 days after the child attains age 27 years. Coverage for an incapacitated Dependent child will end on the earliest of:

- The date the Dependent marries;
- The date the Dependent obtains self-sustaining employment;
- The date the Dependent ceases to be incapacitated; or
- The date the Dependent ceases to be chiefly dependent upon You for support and maintenance; or
- Sixty (60) days after a written request for proof of incapacity, if proof is not provided within such 60 days; or
- The monthly anniversary of the Certificate Effective Date following the date We receive Your written request to terminate Dependent coverage for Your Dependent child(ren).

**PORTABILITY PRIVILEGE**

We will provide hospital indemnity insurance portability coverage subject to these provisions.

You may continue Your coverage under the same Policy in a separate class subject to following conditions:

- The request is made on a form or a through a process We approve for that purpose.
- Your coverage under the Policy terminated because You are no longer in an Eligible Class.
- We receive Your request and payment of the first premium for the portability coverage no later than 60 days after Your Active Employment with the policyholder ends; and

No portability coverage will be provided if Your hospital indemnity insurance was terminated due to failure to pay premium.

The benefits, terms and conditions of the portability coverage will be the same as those provided under the Policy when Your Active Employment with the Policyholder ended. Portability coverage may include any Covered Persons.

Portability Coverage will be effective on the date Your coverage under the Policy terminates or the date Your Active Employment with Policyholder ends.

Coverage continued under this provision will end on the earliest of the following:

- The date of Your death.
- The end of the period for which You paid premiums, if You stop making a required premium contribution, subject to the Grace Period.

**CONTINUATION FOR LEAVE OF ABSENCE AND TEMPORARY LAYOFF**

If you cease Active Employment with Your current employer due to a Leave of Absence or Temporary Layoff, and if premiums are paid, coverage will be continued for one month following the date Active Employment ceased.

We will continue your coverage in accordance with Your employer's written human resources policy on Leave of Absence or Temporary Layoff, if premium payments continue and the employer approved Your leave in writing, coverage will continue for one month following the date You ceased Active Employment.

If You resume Active Employment in an eligible class, Your insurance will continue under the policy. If You do not resume Active Employment in an eligible class, Your coverage will end in accordance with the Termination of Coverage section of the Certificate.

## **CLAIM PROVISIONS**

### **NOTICE OF CLAIM**

A notice of claim must be given to Us at Our Policyholder Service Address, Policyholder Service Web Portal, or Our Telephone Number as shown on the first page of this Certificate or as otherwise designated by Us within 30 days after the Covered Accident or Covered Sickness. Failure to give notice within the 30-day timeframe does not invalidate or reduce any claim, if it was not reasonably possible to give notice within that time period and notice was given as soon as reasonably possible. Notice must be received by Us or any authorized agent of Us. The notice should include Your name, address, telephone number, and Group Number shown on the Certificate Identification page.

### **CLAIM FORMS**

When We receive the notice of claim, We will provide the claimant forms for filing. If these forms are not sent to the claimant within 15 days of our receipt of the notice of claim, the claimant will meet the Proof of Loss requirement by giving Us a statement of the nature and extent of the loss within the time limit stated in the Proof of Loss provision below. Claim forms are also available through Our Policyholder Service Web Portal, or by calling Our Telephone Number as shown on the first page of this Certificate.

### **PROOF OF LOSS**

Proof of Loss means the claim form (or electronic equivalent) and other information requested by Us substantiating the nature and extent of the loss. Proof of Loss must be completed and returned to Us within 120 days after the Covered Accident or Covered Sickness, or as soon as reasonably possible. Except for absence of legal capacity, no claim for benefits will be accepted after one year from the date Proof of Loss is otherwise required. You must give us the information We need to determine the reasonableness of any delay, if a benefit is payable, and how much the benefit should be. Proof of Loss must be in English.

### **TIME OF PAYMENT OF CLAIMS**

Benefits payable under this Certificate will be paid immediately upon Our receipt of Proof of Loss that is satisfactory to Us.

We will notify You within 45 days after receipt of due proof of the status of the claim.

### **PROMPT PAYMENT OF CLAIMS**

If We deny the claim, You will be informed of the reasons for denying it. Upon receipt of any requested additional information We will pay or deny the contested claim within 60 days.

All claims will be paid or denied no later than 120 days after receiving the claim.

### **PAYMENT OF CLAIMS**

After We receive Proof of Loss and process Your claim, We will pay any benefits due. Benefits will be paid to You. Any accrued benefits unpaid at Your death will be paid to your named Beneficiary. If You did not name a Beneficiary, or if no Beneficiary survives You, any benefits due will be paid to Your estate. If benefits are payable to an estate or to a person who cannot give a valid release, We may pay up to \$3,000 to someone related to You or Beneficiary by blood or marriage.

Benefits paid on behalf of a child or children under this coverage shall be paid to the Texas Health and Human Services Commission after written notice to Us if: (1) the parent who is a member of a group is: (A) a possessory conservator of the child under an order issued by a court in Texas or is not entitled to possession of or access to the child; and (B) is required by court order or court-approved agreement to pay child support; (2) the Texas Health and Human Services Commission is paying benefits on behalf of the children under Chapter 34231 or 32, Human Resources Code; and (3) We are notified through an attachment to the claim for insurance benefits when the claim is first submitted to Us that the benefits must be paid directly to the Texas Health and Human Services Commission.

If you are receiving medical assistance through the Medicaid Program of Texas, the Texas Health and Human Services Commission shall be reimbursed by Us.

Benefits shall be paid for the actual costs of medical expenses the Texas Department of Human Services pays through medical assistance for an insured person if, the insured person is entitled to payment for the medical expenses.

For a minor child who qualifies as a Dependent of a group member, We may pay benefits on the child's behalf to a person who is not a group member if an order providing for the appointment of a possessory or managing conservator of the child has been issued by a court in this or another state. A person who is not a group member is entitled to be paid benefits only if the person presents to Us, with the claim: (1) written notice that the person is a possessory or managing conservator of the child on whose behalf the claim is made; and (2) a certified copy of a court order designating the person as possessory or managing conservator of the child or other evidence designated by rule of the commissioner that the person is eligible for the benefits.

#### **RECOVERY OF CLAIM OVERPAYMENT**

We reserve the right to recover any payment made by Us that were:

- Made in error;
- Made to You and/or any party on Your behalf, where We determine that such payment made is greater than the amount payable under this Certificate; or
- Made to You and/or any party on Your behalf based on fraudulent or misrepresented information.

If benefits are overpaid or paid in error, We have the right to recover the amount overpaid, or paid in error, including but not limited to, by any of the following methods:

- A request for You to make a lump sum payment of the amount overpaid or paid in error; and/or
- A reduction of any proceeds payable under this Certificate for a then-current or future claim(s) by any amount overpaid or paid in error.

### **GENERAL PROVISIONS**

This Certificate is a legal contract between You, the Policyholder and Us. The entire contract consists of the Policy, the Certificate(s), and any enrollment forms and data, endorsements, riders or amendments. No change in this Certificate will be effective until approved by the President, a Vice President, or the Secretary of our Company. This approval must be noted on or attached to this Certificate. No agent or broker has the authority to change this Certificate or to waive any of its provisions.

#### **INCONTESTABILITY**

The validity of the Certificate may not be contested after the Certificate has been in force for two years. In the absence of fraud, a statement made by any individual covered by the Certificate relating to the individual's insurability may not be used in contesting the validity of the insurance with respect to which the statement is made, 1) unless the statement was made after the insurance has been in force before the contest for two years and 2) the statement is contained in a written instrument signed by the individual making the statement.

#### **LEGAL ACTIONS**

You cannot bring a legal action to recover benefits under Your Certificate for at least 60 days after You have given Us Proof of Loss. You cannot start such an action after the third anniversary of the date on which written proof of loss is required under the policy to be filed.



**CONFORMITY WITH STATE STATUTES**

Any provision of this Certificate which, on its effective date, is in conflict with the laws of Texas on that date is amended to conform to the minimum requirements of such laws.

**MISSTATEMENT OF AGE**

If a Covered Person's age has not been stated correctly, an adjustment in premium, coverage, or both, will be made. The adjustment will correct the coverage to what the premium paid would have bought at the Covered Person's true age. This change will be based on our rates in effect on the Certificate Effective Date.

**BENEFICIARY**

The Beneficiary for benefits payable upon Your death will be the Beneficiary named during enrollment, or later changed by You. You may change the Beneficiary designation by notice satisfactory to Us. Unless You specify otherwise, the Beneficiary change will take effect as of the date notice was requested by You, subject to any payment or other action taken by Us prior to receipt of such notice. The consent of any Beneficiary, is not required to surrender or assign this Certificate, or to make any other changes in this Certificate.

If any Beneficiary dies before You, that Beneficiary's interest will pass to any other designated Beneficiaries according to their respective interests. If more than one Beneficiary is designated in a class, each Beneficiary who survives You will receive an equal portion of any benefits payable unless otherwise set forth in the Beneficiary designation.

If You do not survive, and no Beneficiary is designated, benefits will be paid to the first of the following beneficiary classes in which there is a surviving person:

- Your spouse
- Your children
- Your parents
- Your brothers and sisters
- The executors or administrator Your estate

We may require any affidavits or statements We deem necessary in make payment under this provision. The Company's decision from such information will be final. Before We receive the affidavits or statements reference above, We may, at Our option, pay up to \$3,000.00 of any benefits to any person We deem to be entitled thereto by reason of having incurred funeral or other expenses related to the death of the person insured.

**PHYSICAL EXAMINATION AND AUTOPSY**

We have the right to have a Covered Person examined when and as often as is reasonable during the handling of a claim and do an autopsy in the case of death where it is not forbidden by law. If We initiate the request, either or both will be done at Our expense.

**NOTICE**

If there are any questions about this Certificate, please contact the Policyholder or Us.

**CHUBB®**

**ACE Property & Casualty Insurance Company**

Home Office Address: 436 Walnut Street • Philadelphia, PA 19106

Policyholder Service Address: P. O. Box 6700, Scranton, PA 18505-0700

Telephone Number: 1-866-445-8874

**AMENDMENT**

This Amendment forms a part of the Certificate to which it is attached and amends such Certificate in the manner indicated. Anything specifically stated in this Amendment overrides anything to the contrary in the Certificate, and will be subject to all other parts of the Certificate.

After the "BENEFITS" section of the Certificate the following section is added:

**CONTINUITY OF COVERAGE**

If this Certificate replaced another hospital indemnity certificate or individual policy, Your coverage under this Certificate shall not limit or exclude coverage for a Pre-Existing Condition or Waiting Period that would have been covered under the policy or certificate being replaced. Time periods applicable to Pre-Existing Conditions or waiting periods will be waived to the extent that similar limitations or exclusions were satisfied under the coverage being replaced.

If coverage is provided for two or more individuals, such coverage will be determined separately for each proposed insured.

No other Policy or Certificate provision or condition is changed in any way by this Amendment, except as described above.

For ACE Property & Casualty Insurance Company



John J. Lupica, President



Brandon Peene, Secretary

# CHUBB®

## ACE Property & Casualty Insurance Company

Home Office Address: 436 Walnut Street • Philadelphia, PA 19106  
Policyholder Service Address: P. O. Box 6700, Scranton, PA 18505-0700  
Telephone Number: 1-866-445-8874

### IMMEDIATE CARE BENEFIT CERTIFICATE RIDER

#### RIDER SCHEDULE

**Rider Issue Date:** September 01, 2023

<b>BENEFITS:</b>	<b>Insured</b>	<b>Spouse</b>	<b>Child</b>
<b>Observation Unit Benefit</b>	\$200	\$200	\$200
Maximum Days per Calendar Year	2	2	2

#### RIDER PROVISIONS

This Certificate Rider ("Rider") is attached to and forms part of the Hospital Indemnity Insurance Certificate ("Certificate"). This Rider was issued on the basis that the information provided by the Policyholder and any information provided by You are correct and complete.

This Rider is in force as of the Rider Effective Date. The Rider Effective Date is the later of the Rider Issue Date or Your Certificate Effective Date.

This Rider is subject to all the terms, conditions, exclusions and limitations of the Certificate except as otherwise stated herein. No other Policy or Certificate provision or condition is changed in any way by this Certificate Rider.

We can terminate this Certificate Rider and the coverage it provides at any renewal date.

#### DEFINITIONS

**Rider Issue Date** means the date the Rider is issued to the Policy and shown in the Rider Schedule.

## BENEFITS

Refer to the Rider Schedule for benefit amounts and maximum benefit periods.

### **Observation Unit Benefit**

We will pay this benefit if a Covered Person incurs charges for and receives treatment in an Observation Unit in a Hospital due to a Covered Accident or Covered Sickness, for a period of less than 20 hours. The treatment and/or advice must occur within 72 hours after the Covered Accident or Covered Sickness.

We will not pay the Observation Unit benefit and any of the following benefit(s) for the same day of service

- Hospital Admission Benefit
- Hospital Admission ICU Benefit
- Hospital Confinement Benefit
- Hospital Confinement ICU Benefit

This benefit is not payable for treatment received in an Emergency Room, Urgent Care Facility or Observation Unit following an Outpatient Surgery.

For ACE Property & Casualty Insurance Company



John J. Lupica, President



Brandon Peene, Secretary

**IMPORTANT INFORMATION ABOUT COVERAGE UNDER THE TEXAS LIFE AND  
HEALTH INSURANCE GUARANTY ASSOCIATION**

**(For insurers declared insolvent or impaired on or after September 1, 2011)**

Texas law establishes a system to protect Texas policyholders if their life or health insurance company fails. The Texas Life and Health Insurance Guaranty Association ("the Association") administers this protection system. Only the policyholders of insurance companies that are members of the Association are eligible for this protection which is subject to the terms, limitations, and conditions of the Association law. (The law is found in the *Texas Insurance Code*, Chapter 463.)

**It is possible that the Association may not protect all or part of your policy because of statutory limitations.**

**Eligibility for Protection by the Association**

When a member insurance company is found to be insolvent and placed under an order of liquidation by a court or designated as impaired by the Texas Commissioner of Insurance, the Association provides coverage to policyholders who are:

- Residents of Texas (**regardless of where the policyholder lived when the policy was issued**)
- Residents of other states, ONLY if the following conditions are met:
  - 1) The policyholder has a policy with a company domiciled in Texas;
  - 2) The policyholder's state of residence has a similar guaranty association; and
  - 3) The policyholder is *not eligible* for coverage by the guaranty association of the policyholder's state of residence.

**Limits of Protection by the Association**

**Accident, Accident and Health, or Health Insurance:**

- For each individual covered under one or more policies: up to a total of \$500,000 for basic hospital, medical-surgical, and major medical insurance, \$300,000 for disability or long term care insurance, or \$200,000 for other types of health insurance.

**Life Insurance:**

- Net cash surrender value or net cash withdrawal value up to a total of \$100,000 under one or more policies on a single life; or
- Death benefits up to a total of \$300,000 under one or more policies on a single life; or
- Total benefits up to a total of \$5,000,000 to any owner of multiple non-group life policies.

**Individual Annuities:**

- Present value of benefits up to a total of \$250,000 under one or more contracts on any one life.

**Group Annuities:**

- Present value of allocated benefits up to a total of \$250,000 on any one life; or
- Present value of unallocated benefits up to a total of \$5,000,000 for one contractholder regardless of the number of contracts.

**Aggregate Limit:**

- \$300,000 on any one life with the exception of the \$500,000 health insurance limit, the \$5,000,000 multiple owner life insurance limit, and the \$5,000,000 unallocated group annuity limit.

These limits are applied for each insolvent insurance company.

**Insurance companies and agents are prohibited by law from using the existence of the Association for the purpose of sales, solicitation, or inducement to purchase any form of insurance. When you are selecting an insurance company, you should not rely on Association coverage. For additional questions on Association protection or general information about an insurance company, please use the following contact information.**

Texas Life and Health Insurance  
Guaranty Association  
515 Congress Avenue, Suite 1875  
Austin, Texas 78701  
800-982-6362 or [www.txlifega.org](http://www.txlifega.org)

Texas Department of Insurance  
P.O. Box 149104  
Austin, Texas 78714-9104  
800-252-3439 or [www.tdi.texas.gov](http://www.tdi.texas.gov)

# CHUBB GROUP U.S. PRIVACY NOTICE

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

## Who we are

**Who is providing this notice?**

The Chubb Group. A list of these companies is located at the end of this document.

## What we do

**How does Chubb Group 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 personal information to our employees, affiliates' employees, or others who need to know that information to service the account or to conduct our normal business operations.

**How does Chubb Group 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 provide account information
- give us your contact 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 those with a Chubb name and financial companies, such as Westchester Fire Insurance Company and Great Northern Insurance Company.

**Nonaffiliates**

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

- Chubb 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 categories of companies such as banks.

## Other important information

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

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

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

## Chubb Group Companies Providing This Notice

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



## Chubb Group

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

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

This notice is effective as of June 15, 2018.

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

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

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

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

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

##### A. Required Uses and Disclosures

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

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

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

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

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

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

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

functions. The Company will not use or disclose PHI that is genetic information for underwriting purposes.

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

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

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

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

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

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

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

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

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

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

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

(1) When required by law.

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

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

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

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

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

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

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

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

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

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

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

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

## II. Rights of Individuals

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

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

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

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

Such requests should be made to: Leslie Kaltenbach, Senior Privacy Officer & Compliance Manager, Chubb Group, 202 Hall's Mill Road, Whitehouse Station, NJ 08889, phone: 1-833-802-4822.

### B. Right to Inspect and Copy PHI

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

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

"*Designated Record Set*" includes the medical records and billing records about individuals maintained by or for a covered health care provider; enrollment, payment, billing, claims adjudication and case or medical management record systems maintained by or for a health plan; or other information used in whole or in part by or for the covered entity to make decisions about individuals.

Information used for quality control or peer review analyses and not used to make decisions about individuals is not in the designated record set.

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

You or your personal representative will be required to complete a form to request access to the PHI in your designated record set. Requests for access to PHI should be made to: Leslie Kaltenbach, Senior Privacy Officer & Compliance Manager, Chubb Group, 202 Hall's Mill Road, Whitehouse Station, NJ 08889, phone: 1-833-802-4822.

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

#### C. Right to Amend PHI

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

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

Requests for amendment of PHI in a designated record set should be made to: Leslie Kaltenbach, Senior Privacy Officer & Compliance Manager, Chubb Group, 202 Hall's Mill Road, Whitehouse Station, NJ 08889, phone: 1-833-802-4822.

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

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

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

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

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

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

To obtain a paper copy of this notice contact: Leslie Kaltenbach, Senior Privacy Officer & Compliance Manager, Chubb Group, 202 Hall's Mill Road, Whitehouse Station, NJ 08889, phone: 1-833-802-4822.

#### F. Note About Personal Representatives

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

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

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

### III. The Company's Duties

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

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

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

#### A. "Minimum Necessary" Standard

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

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

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

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

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

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

If you believe that your privacy rights have been violated, you may complain to the Company in care of: Leslie Kaltenbach, Senior Privacy Officer & Compliance Manager, Chubb Group, 202 Hall's Mill Road, Whitehouse Station, NJ 08889, phone: 1-833-802-4822.

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

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

## V. Contact Information

If you have any questions regarding this notice or the subjects addressed in it, you may contact: Leslie Kaltenbach, Senior Privacy Officer & Compliance Manager, Chubb Group, 202 Hall's Mill Road, Whitehouse Station, NJ 08889, phone: 1-833-802- 4822.

## VI. Chubb Group Legal Entities

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