



**Combined Insurance Company of America**  
111 East Wacker Drive, Suite 700, Chicago, IL 60601  
1-800-544-9382

## **GROUP TERM LIFE AND ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE CERTIFICATE**

**THE ACCELERATED DEATH BENEFIT PAYS ALL OR A PORTION OF THE LIFE INSURANCE BENEFIT IN THE EVENT OF TERMINAL ILLNESS. THE LIFE INSURANCE BENEFIT WILL BE REDUCED BY THE AMOUNT OF THE ACCELERATED DEATH BENEFIT, WHEN IT IS PAID.**

POLICYHOLDER: TMI Trust Company, Trustee for Combined Insurance Company of America Multi-Employer Group Insurance Trust  
PREPARED FOR: East Texas Employee Benefits Cooperative  
POLICY NUMBER: 100000127  
POLICY EFFECTIVE DATE: 09/01/2023  
GOVERNING JURISDICTION: Texas

**Life insurance pays a benefit in the event of death. Accidental death and dismemberment insurance pays death benefits in the event of accidental death or other Covered Loss.**

For purposes of effective dates and ending dates under the Certificate, all days begin at 12:01 a.m. Standard Time at the Policyholder's address and end at 12:00 midnight Standard Time at the Policyholder's address.

This is Your Certificate as long as You are eligible for coverage and You become insured. Your benefits and rights under the Policy will not be less than those stated in this Certificate. **We certify that You are insured for the benefits described in this Certificate, subject to the provisions of this Certificate.** If the terms and provisions of the Certificate (issued to You) are different from the Policy (issued to the Policyholder), the Policy will govern. Your coverage may be canceled or changed under the terms and provisions of the Policy. Contact the Policyholder if You wish to inspect a copy of the Policy.

**READ YOUR CERTIFICATE CAREFULLY AND KEEP IT IN A SAFE PLACE. INSURANCE BENEFITS MAY BE SUBJECT TO CERTAIN REQUIREMENTS, REDUCTIONS, LIMITATIONS AND EXCLUSIONS.**

The Policy is delivered in and is governed by the laws of the Governing Jurisdiction.

Accelerated Death Benefits offered under this contract may or may not qualify for favorable tax treatment under the Internal Revenue Code of 1986. Whether such benefits qualify depends on factors such as your life expectancy at the time benefits are accelerated or whether You use the benefits to pay for necessary long-term care expenses, such as nursing home care. If the acceleration-of-life-insurance benefits qualify for favorable tax treatment, the benefits will be excludable from Your income and not subject to federal taxation. Tax laws relating to acceleration-of-life-insurance benefits are complex. You are advised to consult with a qualified tax advisor about circumstances under which You could receive acceleration-of-life-insurance benefits excludable from income under federal law.

**RECEIPT OF ACCELERATED DEATH BENEFITS MAY AFFECT YOU, YOUR SPOUSE OR YOUR ELIGIBILITY FOR PUBLIC ASSISTANCE PROGRAMS SUCH AS MEDICAL ASSISTANCE (MEDICAID), AID TO FAMILIES WITH DEPENDENT CHILDREN (AFDC), SUPPLEMENTARY SOCIAL SECURITY INCOME (SSI), AND DRUG ASSISTANCE PROGRAMS. YOU ARE ADVISED TO CONSULT WITH A QUALIFIED TAX ADVISOR AND WITH SOCIAL SERVICE AGENCIES CONCERNING HOW RECEIPT OF SUCH A PAYMENT WILL AFFECT YOU, YOUR SPOUSE AND YOUR FAMILY'S ELIGIBILITY FOR PUBLIC ASSISTANCE.**

Signed by:

*Brandon Peene, Secretary*

*Richard Williams, President*

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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)**

**¿Tiene una queja o  
necesita ayuda?**

Si tiene un problema con una reclamación o con

**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

**Correo electrónico:**

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)**

**[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

## **BENEFITS SCHEDULE**

Life insurance pays a death benefit to Your Beneficiary in the event of Your death. The amount Your Beneficiary receives is based on the amount of coverage in effect just prior to the date of Your death according to the terms and provisions of the Policy.

Accidental Death and Dismemberment insurance pays a benefit to Your Beneficiary in the event of Your accidental death or for You in the event of any other Covered Loss. The amount You or Your Beneficiary receives is based on the amount of coverage in effect just prior to the date of Your accidental death or other Covered Loss according to the terms and provisions of the Policy.

**POLICY NUMBER:** 100000127

### **ELIGIBLE CLASS:**

Class 7: All Eligible Employees enrolled with a \$50,000 flat benefit except Arrow Academy Charter School, Needville Independent School District and Royal Independent School District employees.

You must be an Employee of the Employer and in an Eligible Class.

All Insureds who have exercised the right to continue insurance under the Policy according to the PORTABILITY provision.

### **MINIMUM HOURS REQUIREMENT:**

15 hours per week

### **WAITING PERIOD:**

For persons in an Eligible Class on or before the Policy effective date: None

For persons entering an Eligible Class after the Policy effective date: First of the month coincident with or next following the date You begin Actively at Work

### **REHIRE:**

If Your employment ends and You are rehired within 12 months Your previous work while in an Eligible Class, will apply toward the Waiting Period. All other Policy provisions apply.

**PLAN TYPE:** Non-Contributory – The Employer pays all the cost of the insurance.

### **WHO PAYS FOR THE COVERAGE:**

Your Employer pays the cost of Your coverage.

## **LIFE INSURANCE**

### **BASIC LIFE INSURANCE**

Employee Basic Life insurance:

Your Employer pays the cost of Your coverage.

### **CONTINUATION OF LIFE INSURANCE AND WAIVER OF PREMIUM WHILE YOU ARE TOTALLY DISABLED ("WAIVER OF PREMIUM BENEFIT"):**

Elimination Period: 6 consecutive months

The Elimination Period begins on the first day of Your Total Disability.

Waiver of Premium Benefits begin the day after We approve Your claim and the Elimination Period is completed.

Maximum Benefit Period: To age 70

### **LIFE INSURANCE BENEFIT AMOUNT**

#### **BASIC LIFE INSURANCE**

#### **BENEFIT AMOUNT**

Employee Basic Life insurance:

\$50,000

### **REDUCTION SCHEDULE:**

If You have reached age 70 Your amount of Life insurance will be reduced to 50% of the amount of Life insurance You had prior to age 70.

If Your Life insurance reduces based on the above schedule, there will be no further increases in Your amount of Life insurance.

The reduction will take effect on the Policy Anniversary Date coincident with or following the date You attain the age(s) as described above.

## ACCIDENTAL DEATH AND DISMEMBERMENT (AD&D) INSURANCE

### WHO PAYS FOR THE COVERAGE

#### BASIC AD&D INSURANCE

Employee Basic AD&D insurance:

Your Employer pays the cost of Your coverage.

### AD&D INSURANCE BENEFIT AMOUNT

#### BASIC AD&D INSURANCE

#### BENEFIT AMOUNT ("FULL AMOUNT")

Employee Basic AD&D insurance:

An amount equal to Your Life Insurance amount.

### BENEFIT AMOUNTS

ACCIDENTAL DEATH	BENEFIT AMOUNT
Loss of Life	The Full Amount
ACCIDENTAL DISMEMBERMENT COVERED LOSS	BENEFIT AMOUNT
Loss of Both Hands or Both Feet or Loss of Sight of Both Eyes	The Full Amount
Loss of One Hand and One Foot	The Full Amount
One Hand or One Foot and Loss of Sight Of One Eye	The Full Amount
Loss of Speech and Loss of Hearing in Both Ears	The Full Amount
Loss of One Hand or One Foot	One Half the Full Amount
Loss of One Leg or One Arm	One Half the Full Amount
Loss of Sight of One Eye	One Half the Full Amount
Loss of Speech or Hearing in Both Ears	One Half the Full Amount
Loss of Thumb and Index Finger of Same Hand	One Quarter the Full Amount
Quadriplegia (total and irreversible paralysis of all four limbs.)	The Full Amount
Triplegia (total and irreversible paralysis of three limbs)	Three-Quarters the Full Amount
Paraplegia (total and irreversible paralysis of both lower limbs.)	Three-Quarters the Full Amount
Hemiplegia (total and irreversible paralysis of both limbs on either side of the body; i.e. the right arm and right leg or the left arm and left leg)	One-Half the Full Amount
Uniplegia (total and irreversible paralysis of one limb.)	One-Quarter the Full Amount

The most We will pay for any combination of Covered Losses, including death, from any one Accident is the Full Amount.

Loss of a foot means that all of the foot is permanently severed at or above the ankle joint.

Loss of a hand means the hand is permanently severed from the body at or above the wrist, but below the elbow. Loss of a hand includes loss of the thumb and index finger of the same hand where the thumb and index finger are permanently severed through or above the metacarpophalangeal joints (i.e. the third joint from the tip of the finger and the second joint from the tip of the thumb).

Loss of an arm means the arm is permanently severed at or above the elbow. Loss of a leg means the leg is permanently severed at or above the knee.

Loss of hearing means the entire and irrecoverable loss of hearing in both ears that continues for 30 days following the date of loss.

Loss of sight means permanent and uncorrectable loss of sight in the eye, and that the visual acuity is 20/200 or worse in the eye or the field of vision is less than 20 degrees.

Loss of speech means the entire and irrecoverable loss of speech that continues for 30 days following the date of loss.

Loss of a thumb and index finger means the thumb and index finger of the same hand are permanently severed through or above the third joint from the tip of the index finger and the second joint from the tip of the thumb.

Paralysis means total and permanent impairment of voluntary movement and sensory function of a limb without severance. A Physician must determine the paralysis to be permanent, complete, and irreversible.

#### **REDUCTION SCHEDULE**

The amount of Your AD&D insurance will reduce to the same percentage and at the same time Your Life insurance reduces.

The reduction will take effect on the Policy Anniversary Date coincident with or following the date You attain the age(s) described above.

## ACCIDENTAL DEATH AND DISMEMBERMENT - OTHER BENEFITS

The following benefits are included under the Basic AD&D insurance plan.

Employee: Basic (Non-Contributory)

### CHILD EDUCATION EXPENSE BENEFIT

Maximum Lifetime Child Education Expense Benefits for each Full-time Student: \$24,000.

Maximum Per Academic Year Lump Sum Benefit Amount for each insured Full-time Student:

If an Accidental Death Benefit is paid due to Your death:  
The least of:

1. 6% of the Full Amount of Your AD&D insurance amount; or
2. \$6,000.

Maximum Benefit Period: The earlier of:

1. the date 4 lump sum Education Expense Benefits have been paid to Your Full-time Student; or
2. the date ending 6 years following the date the first Education Expense Benefit was paid to Your Full-time Student.

The Child Education Expense Benefit is payable only if an Accidental Death Benefit has been paid for the Insured. It is payable in addition to the Accidental Death Benefit.

### EXPOSURE AND DISAPPEARANCE BENEFIT

Maximum Lump Sum Benefit Amount:

The Full Amount

The Exposure and Disappearance Benefit is payable instead of, not in addition to, an Accidental Death Benefit.

### REPATRIATION OF REMAINS EXPENSE BENEFIT

Maximum Lump Sum Benefit Amount: \$5,000

The Repatriation of Remains Expense Benefit is payable only if an Accidental Death Benefit has been paid for the Insured. It is paid in addition to the Accidental Death Benefit.

### SEATBELT AND AIR BAG BENEFIT

Maximum Lump Sum Benefit Amount:

The Seatbelt Benefit is the lesser of:

1. 10% of the Full Amount of the Insured's AD&D insurance benefit amount; or
2. \$25,000.

The Air Bag Benefit is the lesser of:

1. 5% of the Full Amount of the Insured's AD&D insurance benefit amount; or
2. \$5,000.

The Seatbelt and Air Bag Benefit is payable only if an Accidental Death Benefit is payable for the Insured. It is payable in addition to the Accidental Death Benefit.



## DEFINITIONS

**ACCIDENT** means a sudden, unexpected and unforeseeable, identifiable event resulting in bodily harm, directly produced by specific accidental contact with another body or object. The Accident must occur while the insurance benefit for which a claim is being made is in force for the Insured.

**ACCIDENTAL BODILY INJURY** means bodily harm resulting solely from external accidental means and not contributed to by any other cause.

**ACCREDITED INSTITUTION** means any university, college or trade school, which is accredited by a regional accrediting agency that is recognized by the United States Department of Education.

**ACTIVELY AT WORK** means You are working for Your Employer for earnings that are paid regularly and that You are performing the material and substantial duties of Your regular occupation. You must be working at least the minimum number of hours as described under the MINIMUM HOURS REQUIREMENT in the BENEFITS SCHEDULE.

To be Actively at Work, Your work site must be:

1. Your Employer's usual place of business; or
2. an alternative work site at the direction of Your Employer, including Your home; or
3. a location to which Your job requires You to travel.

We will consider You to be Actively at Work on weekends, holidays, and planned vacations that Your Employer has approved in advance and during a temporary business closure not to exceed 30 days if You were Actively at Work on the last scheduled work day immediately prior to such time off. A temporary business closure includes a closure due to inclement weather, power outage or public health agency orders.

Temporary workers are excluded from coverage. Seasonal workers are excluded from coverage.

**ANNUAL EARNINGS** means Your gross annual income received from Your Employer as of the date of Your Annual Enrollment. It includes Your total income before taxes and any deductions made for pre-tax contributions to a qualified deferred compensation plan, Section 125 plan, or flexible spending account. It includes stipends paid for participating as a coach or a leader in any school extracurricular activity for which You are paid. It does not include income received from car, housing or moving allowances, commissions, bonuses, overtime pay, shift differential, Employer contributions to a qualified deferred compensation plan, any other extra compensation, or income received from sources other than Your Employer.

**ANNUAL ENROLLMENT PERIOD** means the 60 day period just prior to a Policy Anniversary Date.

**APPROPRIATE CARE** means that You:

1. visit a Physician as frequently as medically required according to standard medical practice to effectively treat and manage Your disabling condition(s); and
2. receive care or treatment appropriate for the disabling condition(s), conforming with standard medical practice, by a Physician whose specialty or experience is appropriate for the disabling condition(s) according to standard medical practice; and
3. have the obligation to minimize Your disabling condition including having corrective treatment or minor surgery.

**BENEFICIARY** means the person(s) to whom We will pay the Life Insurance Benefit in accordance with the BENEFICIARY DESIGNATION provision.

**CERTIFICATEHOLDER** means the person who is eligible for benefits provided by the Policyholder's Policy and who has received a Certificate.

**CHANGE IN STATUS** means a Change in Status as defined in the regulations under Internal Revenue Code Section 125 unless Your Employer's cafeteria policy document or human resources policy contains more restrictive provisions. In that event Your Employer may restrict the situations where You can change Your coverage.

**CHILD or CHILDREN** means an individual who is under age 26 and is:

1. the Employee's biological child from live birth to under age 26;
2. the Employee's legally adopted child including any child placed with You for adoption or who is the subject of a suit for adoption;
3. the Employee's foster child from the time he or she is placed in the home by a licensed agency;

4. the Employee's stepchild;
5. the child of the Employee's Civil Union partner;
6. the child of the Employee's Domestic Partner;
7. A child under a court appointed guardianship or medical support order; or
8. Your biological or adopted grandchild who is younger than 26 and Your dependent for federal income tax purposes at the time application for coverage for such child is made. Coverage for such child will not be terminated solely because the covered grandchild is no longer a dependent for federal income tax purposes.

In addition to the Children described above, any other child over whom the Employee has legal custody or legal guardianship or with whom the Employee has a legal relationship or a blood relationship may be covered to the same extent as a Child under this Certificate, provided the child depends on the Employee for most of his or her support and maintenance and resides in the Employee's household. A Child also includes any child required to be recognized as a Child under the laws of the state where the Policy and/or Certificate is delivered. We reserve the right to require that the Employee provide Proof of legal custody, legal guardianship, support and maintenance, residency in the Employee's household, blood relationship or legal relationship.

A Child also includes any child, regardless of age, who is incapable of self-sustaining employment by reason of mental or physical disability and became so incapacitated prior to age 26. Proof of disability must be sent to Us within 31 days after the child attains age 26, and at reasonable intervals at Our request, but not more often than annually after the two-year period following the child's 26<sup>th</sup> birthday.

Any coverage provided to Children under this Certificate shall continue after age 26 while such child remains incapable of self-sustaining employment because of the disability and otherwise continues to meet the definition of Child.

**COVERED LOSS** means loss of one or more of the body parts or bodily functions listed under the ACCIDENTAL DISMEMBERMENT COVERED LOSS section in the BENEFITS SCHEDULE. The term covered loss does not include loss of life.

**EMPLOYEE** means a person who is Actively at Work with the Employer in the United States.

**EMPLOYER** means the entity that has been approved by Us for coverage under the Policy issued to the Policyholder. Approval by Us of an Employer's plan of coverage under the Policy is as recorded and maintained in Our underwriting files(s) for the Policy.

**ENROLLMENT FORM** means the application, approved by Us, that You complete and submit to Us to apply for coverage under the Policy.

**EVIDENCE OF INSURABILITY** means a statement of Your medical history that We will use to determine if You are approved for coverage. Evidence of Insurability will be provided at Our expense. Evidence of Insurability is not required for Non-Contributory Insurance.

**FULL-TIME STUDENT** means Your Child under the age of 26 who is attending an Accredited Institution beyond the 12th grade level on a full-time basis.

**FUNERAL EXPENSE** means services and materials provided by an undertaker, crematorium or funeral home relative to the burial of the deceased and the costs incurred for the purchase of a cemetery plot, tomb or mausoleum for the burial or interment of the deceased, including plaque, tombstone or monument.

**GRACE PERIOD** means the 60 day period following the Premium due date during which Premium payment for the Policy may be made by the Policyholder

**HOSPITAL, HEALTH FACILITY or INSTITUTION** means an accredited facility licensed to provide care and treatment for the Total Disability or Covered Loss.

**INJURY** means an Accidental Bodily Injury sustained by an Insured that is a direct result of an Accident, independent of disease or bodily or mental illness or infirmity or any other cause. The injury must occur while the insurance benefit for which a claim is being made is in force for the Insured.

**INSURED or INSURED PERSON** means a person who is eligible for the coverage under the Policy, becomes covered according to the terms of the Policy, and whose coverage remains in effect according to the terms of the Policy.

**LEAVE OF ABSENCE** means You are not Actively at Work for a period of time that has been agreed to in advance in Writing by Your Employer. Your normal vacation time or any period You are not Actively at Work due to Sickness or Injury is not considered a leave of absence.

**MATERIAL AND SUBSTANTIAL DUTIES** means duties that:

1. are normally required for the performance of Your Regular Occupation; and
2. cannot be reasonably omitted or modified, except that if You are required to work on average in excess of 40 hours per week, We will consider You able to perform that requirement if You have the capacity to work 40 hours per week.

**NON-CONTRIBUTORY INSURANCE** means insurance for which the Policyholder does not require the Insured to pay any part of the Premium. The Certificate specifies who pays the cost of the coverage.

**PAYABLE CLAIM** means a claim for which We are liable under the terms of the Policy.

**PHYSICIAN** means:

1. a person performing tasks that are within the limits of his or her medical license; and
2. a person who is licensed to practice medicine and prescribe and administer drugs or to perform surgery; or
3. a person with a Doctoral degree in Psychology (Ph. D. or Psy. D.) whose primary practice is treating patients; or
4. a person who is a legally qualified medical practitioner according to the laws and regulations of the Governing Jurisdiction.

We will not recognize You or Your family members, including but not limited to, Spouse, Children, parents, including in-laws, or siblings, including in-laws, a business or professional partner, or any person who has a financial affiliation or business interest with You as a Physician for a claim that You send to Us.

**POLICY MONTH** means the month that begins on the effective date of the Policy. Subsequent Policy Months will begin on the same day of each subsequent calendar month.

**POLICYHOLDER** means the entity to whom the Policy is issued.

**PREMIUM** means the amount the Policyholder will pay to Us for the insurance provided under the Policy.

**PROOF OF LOSS** means Written evidence of loss satisfactory to Us, as described in the CLAIM PROVISIONS section.

**REGULAR OCCUPATION** means the occupation You are routinely performing when Your Total Disability begins. We will look at Your occupation as it is normally performed in the national economy, instead of how the work tasks are performed for a specific Employer or at a specific location.

**SICKNESS** means an illness, disease or physical condition. Total Disability resulting from the sickness must begin while You are covered under the Policy.

**TEMPORARY LAYOFF** means You are not Actively at Work for a period of time that has been agreed to in advance in Writing by Your Employer.

Your normal vacation time or any period You are not Actively at Work due to Sickness or Injury is not considered a Temporary Layoff.

**TERMINAL ILLNESS** or **TERMINALLY ILL** means an illness or physical condition, including physical injury, that can reasonably be expected to result in death within no more than two years.

**TOTALLY DISABLED** and **TOTAL DISABILITY** means that, due to Your Sickness or Injury:

1. during the Elimination Period, You are unable to perform the Material and Substantial Duties of Your Regular Occupation due to Your Sickness or Injury, and You are not working in any occupation; and
2. following such period, You are unable to perform the Material and Substantial Duties of Your Regular Occupation, and You are unable to perform for pay or profit any other job for which You are reasonably qualified based on Your training, education and experience.

**WAITING PERIOD** means the continuous period of time (shown in the BENEFITS SCHEDULE) that You must be Actively at Work in an Eligible Class before You are eligible for coverage under the Policy.

**WE, US, and OUR** means Combined Insurance Company of America.

**WRITTEN** or **WRITING** means a record which is on or transmitted by paper, electronic or telephonic media, and which is consistent with applicable law.

**YOU** and **YOUR** means an Employee who is eligible for coverage under the Policy.

## **ELIGIBILITY AND EFFECTIVE DATES FOR INSURANCE**

### **ELIGIBILITY DATE**

If You are working for Your Employer in an Eligible Class, the date You are eligible for coverage is the later of:

1. the Policy effective date; or
2. the day You complete Your Waiting Period.

### **WHEN COVERAGE BEGINS**

When Your Employer pays 100% of the cost of Your coverage under the Policy (Non-Contributory Insurance), You will be covered at 12:01 a.m. Standard Time at the Policyholder's address on the date You are eligible for coverage.

Your Employer pays 100% of the cost of Your coverage under the Policy (Non-Contributory Insurance). For any amount of coverage that is not subject to Evidence of Insurability, You will be covered on the date You are eligible for such coverage. For any amount of coverage that is subject to Evidence of Insurability, You will be covered on the first day of the month coincident with or next following the date We approve Your Enrollment Form.

In order for Your coverage to begin, You must be Actively at Work. Your coverage is subject to payment of full Premium when due.

### **WHEN CHANGES TO COVERAGE BECOME EFFECTIVE**

Changes in coverage made during an Annual Enrollment Period will be effective on the later of the Policy Anniversary Date following the Annual Enrollment Period, or the date We approve Your Enrollment Form, if Evidence of Insurability is required.

A change in coverage due to a Change in Status will begin on the first day of the month coincident with or next following the latest of:

1. the date of the Change in Status if You apply on or before that date;
2. the date You apply, if You apply within 31 days after the date of the Change in Status; or
3. the date We approve Your Enrollment Form if Evidence of Insurability is required.

Changes in coverage must be appropriate and consistent with the Change in Status.

Any decrease in coverage will take effect immediately but will not affect a Payable Claim that occurs prior to the decrease.

### **WHEN COVERAGE ENDS**

Your coverage under the Policy ends on the earliest of:

1. the date the Policy is canceled;
2. the date Your Employer's plan under the Policy is cancelled;
3. the date You are no longer in an Eligible Class;
4. the date Your Eligible Class is no longer covered;
5. the end of the period for which You paid Premiums, if You stop making a required Premium Contribution;
6. the end of the Policyholder's Grace Period if the Policyholder does not remit Premium to Us by the end of such period;
7. the date You retire;
8. the later of:
  - a. the last day You are Actively at Work, except as provided under the CONTINUATION OF LIFE INSURANCE section of the Certificate; or
  - b. if applicable, the last day of Your contract with Your Employer but not beyond the end of Your Employer's current school contract year; or
9. the date of Your death.

If coverage under the Policy ends, Insureds may be eligible to convert group term Life insurance to an individual life policy, subject to the terms of the CONVERSION TO AN INDIVIDUAL LIFE POLICY provision. The PORTABILITY provision may apply instead of the CONVERSION provision.

Insured persons may not be covered under the CONVERSION and PORTABILITY provisions at the same time. If due to a clerical error, both coverages are issued, the Insured will continue coverage under the CONVERSION provision and any Premium paid for Portability coverage will be refunded.

**LIMITED COVERAGE IF YOU ARE NOT ACTIVELY AT WORK WHEN YOUR EMPLOYER REPLACES INSURANCE COVERAGE WITH OUR POLICY (Continuity of Coverage)**

If You are not Actively at Work on the effective date of Our Policy, and You would otherwise be eligible to become insured under Our Policy, We will provide limited coverage under Our Policy.

We will provide such coverage only if You were covered by Your Employer's prior policy or plan on the date Our Policy replaced the prior policy or plan.

Coverage under this provision will begin on Our Policy effective date and will continue until the earliest of:

1. the date You return to being Actively at Work;
2. the end of any period of continuance or extension provided under the prior policy; or
3. the date coverage would otherwise end, according to the provisions of Our Policy.

If You are instead eligible for or approved for continuation of insurance under the prior plan due to a Sickness or Injury, such as under a WAIVER OF PREMIUM BENEFIT provision, this CONTINUITY OF COVERAGE provision does not apply.

If coverage ends under this provision, the PORTABILITY provision will not apply.

Continued coverage under this provision is subject to payment of full Premium when due.

Any benefits payable under this provision will be paid as if the prior policy had remained in force. We will reduce any payment under Our Policy by any amount for which the prior carrier is liable.

If coverage ends under this provision, or if You were not covered under Your Employer's prior policy on the date that policy terminated, the WHEN COVERAGE BEGINS provision under Our Policy will apply.

## **LIFE INSURANCE CONTINUATION**

### **IF YOU ARE ON A LEAVE OF ABSENCE AFTER YOUR COVERAGE BEGINS**

If You are on a Leave of Absence, and if all Premium is paid when due, Your Life insurance may be continued beyond the date You are no longer Actively at Work, limited to the time periods described below.

If You are on a Leave of Absence as described under the Family and Medical Leave Act of 1993 ("FMLA") or applicable state family and medical leave law ("State FML"), and Your Employer's human resource policy provides for continuation of Life insurance during an FMLA or State FML Leave of Absence, Your Life insurance will be continued until the end of the later of:

1. the leave period permitted by the federal Family and Medical Leave Act of 1993 and any amendments; or
2. the leave period permitted by applicable state law.

If You are on a Leave of Absence other than an FMLA or State FML Leave of Absence, and if all Premium is paid when due, You may be covered through the end of the school year in which You are no longer Actively at Work.

If You are on a Leave of Absence for active military service as described under the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA) and applicable state law, Your Life insurance may be continued until the end of the later of:

1. the length of time the insurance may be continued under the Policy for an FMLA or State FML Leave of Absence; or
2. the length of time the insurance may be continued under the Policy for a Leave of Absence other than an FMLA or State FML Leave of Absence.

If Your Employer has approved more than one type of Leave of Absence for You during any one period that You are no longer Actively at Work, We will consider such leaves to be concurrent for the purpose of determining how long Your Life insurance may continue under the Policy.

If Your Life insurance is not continued during an FMLA or State FML Leave of Absence, and You are Actively at Work immediately following the end of Your FMLA or State FML Leave of Absence, Your Life insurance will be reinstated. We will not apply a new Waiting Period or require Evidence of Insurability.

If Your Life insurance is not continued during a Leave of Absence for active military service, and You are Actively at Work, Your Life insurance may be reinstated in accordance with USERRA and applicable state law.

### **IF YOU ARE NOT ACTIVELY AT WORK DUE TO A TEMPORARY LAYOFF**

If You are not Actively at Work due to a Temporary Layoff, and if all Premium is paid when due, You may be covered through the end of the school year in which You are no longer Actively at Work.

### **IF YOU ARE NOT WORKING DUE TO SICKNESS OR INJURY AFTER YOUR COVERAGE BEGINS**

If You are not Actively at Work due to Your Sickness or Injury, and if all Premium is paid when due, You may continue Your Life insurance for 12 months after the last day You were Actively at Work. Premium for the continuation period must be paid on the same basis as Premium was paid on the day before Your Sickness or Injury began. Continuation shall be provided for Your Life insurance that was in force under the Policy on the day before Your Sickness or Injury began.

If Your Life insurance is continued, You may also continue Your AD&D insurance for up to 12 months after the last day You were Actively at Work, provided all Premium is paid when due.

While covered under this provision, coverage will reduce according to the REDUCTION SCHEDULE as shown in the BENEFITS SCHEDULE. If You are Actively at Work in an Eligible Class following a period of continuation, Your insurance will continue subject to the terms of the Policy. If You are not Actively at Work following a period of a continuation, You will end according to the WHEN COVERAGE ENDS provision.

If You die during the continuation period, We will pay the death benefit to the Beneficiary upon receipt of Proof of Loss establishing that You died during the continuation period.

In no event will Your coverage under the Policy be continued beyond the date Your coverage would otherwise end according to the terms of the WHEN COVERAGE ENDS provision.

If at the end of a continuation period and if eligibility for coverage under the Policy ends, the terms of the CONVERSION TO AN INDIVIDUAL LIFE POLICY provision apply. The PORTABILITY provision may apply instead of the CONVERSION provision.

Insureds may not be covered under the CONVERSION and PORTABILITY provisions at the same time. If due to a clerical error, both coverages are issued, the Insured will continue coverage under the CONVERSION provision and any Premium paid for Portability coverage will be refunded.

### **CONTINUATION OF LIFE INSURANCE AND WAIVER OF PREMIUM WHILE YOU ARE TOTALLY DISABLED ("WAIVER OF PREMIUM BENEFIT")**

Your Life insurance may be continued for a specific time and Your Life insurance Premium will be waived if You qualify as described below.

You must be Totally Disabled through Your Elimination Period. Your Elimination Period is as stated in the BENEFITS SCHEDULE and is the period of continuous Total Disability You must satisfy.

**IMPORTANT NOTICE:** The Policyholder may continue Premium payments until We notify the Policyholder of the date Your Life insurance Premium waiver begins, or You may convert to an individual policy under the CONVERSION TO AN INDIVIDUAL LIFE POLICY provision. For insurance to continue under the Policy, full Premium when due is required.

Your Life insurance Premium waiver will begin when We approve Your claim, if the Elimination Period has ended, and You meet the following conditions:

1. You are less than 60 years old and insured under the Policy on the date You become Totally Disabled;
2. You remain Totally Disabled during the Elimination Period;
3. You meet the notice and Proof of Loss requirements for Total Disability, as described in the CLAIM PROVISIONS section of the Policy, while Your Life insurance is in effect; and
4. Your claim is approved by Us.

We will send You Written notice advising whether You are approved for the Waiver of Premium Benefit and, if approved, the amount of Premium being waived. If We approve Your claim, We will not require further Premium payments for You while You remain Totally Disabled according to the terms and provisions of the Policy. Your Life insurance amount will not increase while Your Life insurance Premiums are being waived. Your Life insurance amount will reduce or cease at any time it would reduce or cease if You had not been Totally Disabled.

If You die during the Elimination Period and are otherwise eligible for this WAIVER OF PREMIUM BENEFIT, the Elimination Period will not apply. Benefits for loss of life will be paid according to the CLAIM PROVISIONS section of the Certificate.

Premiums waived under this provision will not be deducted from any benefits paid under the Policy.

We do not require Premium payments for Your AD&D insurance while Premiums are being waived for Life insurance.

### **EXTENSION OF BENEFITS**

Your insurance will continue under the WAIVER OF PREMIUM BENEFIT provision even if the Policy ends, if You meet the proof requirements as stated in the CLAIM PROVISIONS section of the Certificate. In no event will it continue beyond when it would otherwise end according to the WHEN YOUR WAIVER OF PREMIUM BENEFIT ENDS provision.

### **WAIVER OF PREMIUM BENEFIT**

We do not require Premium payments for an Employee's Basic Life insurance if that Employee has satisfied and continues to satisfy the requirements of the CONTINUATION OF LIFE INSURANCE AND WAIVER OF PREMIUM WHILE YOU ARE TOTALLY DISABLED ("WAIVER OF PREMIUM BENEFIT") provision.

We do not require Premium payments for an Employee's Accidental Death and Dismemberment insurance while Premiums are being waived for Basic Life insurance.

### **WHEN YOUR WAIVER OF PREMIUM BENEFIT ENDS**

Your Waiver of Premium Benefit will automatically end on the earliest of the following:

1. the date You are no longer Totally Disabled;
2. the date You fail to submit proof of continuing Total Disability;
3. the end of the Maximum Benefit Period shown in the BENEFITS SCHEDULE; or
4. the date You die.

If Your coverage under the WAIVER OF PREMIUM BENEFIT provision ends, and You are not immediately Actively at Work in an Eligible Class and become insured under the Policy, You may convert Your coverage as described under the CONVERSION TO AN INDIVIDUAL LIFE POLICY provision.



## **LIFE INSURANCE CONVERSION**

### **CONVERSION TO AN INDIVIDUAL LIFE POLICY**

You can convert Your Life insurance to an individual life policy, without Evidence of Insurability, if:

1. You are no longer in an Eligible Class;
2. You are no longer Actively at Work with the Employer;
3. Your coverage under the CONTINUATION OF LIFE INSURANCE provision ends;
4. You are not eligible for Portability coverage;
5. Your Portability coverage, if any, ends;
6. the Policy or Your Employer's plan under the Policy ends; and
7. the Policy or Your Employer's plan under the Policy is changed to terminate insurance for the Eligible Class to which You belong.

You can convert Your Life insurance that ends due to a reduction of insurance that is due to:

1. attaining a specified age;
2. Your change from one Eligible Class to another; or
3. due to a policy or plan change.

If an Insured's Life insurance ends because the Policy has been cancelled, and the Insured becomes covered under any other Life policy within 31 days after the date the Policy is cancelled, the right to convert is not available to that Insured.

If You convert to an individual Life policy, then return to work, and, again, become insured under that policy, You are not eligible to convert to an individual Life policy again. However, You do not need to surrender that individual Life policy when You return to work.

### **AMOUNT OF CONVERSION COVERAGE**

The maximum amount that an Insured can convert is the amount of Life insurance that ended due to one of the reasons stated in the above provision, less the amount of Life insurance for which the Insured becomes eligible under any policy or plan within 31 days after the date the Insured's coverage ended or was reduced under this Policy. An Insured may convert a lower amount of Life insurance. If an Insured converts a lower amount of Life insurance, the Insured will not have the right to increase the amount of the individual Life insurance at a later date.

### **APPLYING FOR CONVERSION COVERAGE AND NOTICE OF CONVERSION RIGHT**

To apply for Conversion coverage, Insureds must apply and pay the first Premium within 31 days after the date:

1. You become eligible for conversion insurance; or
2. the Insured is no longer eligible to participate in the coverage of the Policy.

The Policyholder or Your Employer must provide Written notice of the Conversion right at least 15 days prior to the date Life insurance ends or is reduced. The right to convert will expire on the later of 16 days after You are given such notice or the end of the 31 day conversion application period, but in no event will the right to convert extend beyond 60 days after the expiration of the conversion application period. The notice will be mailed to Your last known address and will constitute notice of the right to convert.

During the conversion application period, the Insured's Life insurance will continue under the terms of the Certificate. This coverage is available whether or not the Insured has applied for an individual Life policy under the Conversion privilege.

### **INDIVIDUAL LIFE CONVERSION POLICY**

The individual Life conversion policy may be any form then customarily offered by Us, except individual term Life insurance. The individual Life conversion policy will not contain disability or other extra benefits.

The individual Life conversion policy will be effective on the day after the conversion application period ends.

The INCONTESTABILITY and LIFE INSURANCE SUICIDE EXCLUSION provisions will apply to Conversion coverage and will run from the date of the Insured's effective date of coverage under the Policy. If the Conversion coverage includes additional coverage for which Evidence of Insurability was provided, new INCONTESTABILITY and LIFE INSURANCE SUICIDE EXCLUSION provisions may apply to the Conversion coverage.

### **PREMIUMS FOR THE INDIVIDUAL LIFE CONVERSION POLICY**

The Premiums for the individual Life conversion policy will be based on Our rates then in use, the form and amount of coverage, the Insured's class of risk, and the Insured's attained age when coverage ended or reduced under this Policy.

**DEATH DURING THE CONVERSION APPLICATION PERIOD**

If the Insured dies within the 31 day conversion application period, We will pay the Beneficiary the amount of Life insurance that could have been converted, exclusive of any additional benefits. Any Premium that was paid for an individual Life conversion policy will be refunded to the Beneficiary of this Policy. If application and Premium payment has been made for the individual Life conversion policy, any Premiums paid for the individual Life conversion policy will be refunded. In no event will We be liable to pay a death benefit under both this Policy and the individual Life conversion policy.

## **LIFE INSURANCE PORTABILITY**

You may apply to continue Your terminated Basic Life insurance until age 65 if certain conditions are met.

### **ELIGIBILITY FOR PORTABILITY COVERAGE**

You are eligible for Portability coverage if:

1. You are no longer Actively at Work with Your Employer; or
2. You are no longer a member of an Eligible Class.

Your Life insurance under the Policy must be in effect at the time of the event that made You eligible for Portability coverage.

You are not eligible for Portability coverage if, on date You otherwise become eligible for Portability coverage, You are unable to perform the Material and Substantial Duties of Your Regular Occupation and You are unable to perform for pay or profit any other job for which You are reasonably qualified based on Your training, education and experience.

After the contestability period, if We determine that an Insured was not eligible for portability on the date that Portability coverage was elected, the benefit will be adjusted to the amount of Life insurance the Premium would have purchased under the Conversion Privilege.

If You are not eligible to apply for Portability coverage or Portability coverage ends, then You may qualify for conversion to an individual Life policy. Refer to the CONVERSION TO AN INDIVIDUAL LIFE POLICY provision.

### **AMOUNT OF PORTABILITY COVERAGE**

The minimum amount of Life insurance that can be continued under the PORTABILITY provision for You is \$5,000. If Your amount of Life insurance under the Policy is less than \$5,000, You may continue the lesser amount.

The maximum amount of Life insurance that can be continued under the PORTABILITY provision is the amount that was in effect on the date You became eligible for Portability coverage, not to exceed \$750,000.

Portability coverage will only be available for the amount of Life insurance for which no application for conversion has been made.

You may continue Your AD&D insurance under the PORTABILITY provision. The amount of Your AD&D insurance cannot exceed the amount of Your Life insurance.

### **APPLYING FOR PORTABILITY COVERAGE**

If You are eligible for Portability coverage and choose to continue Your insurance under the PORTABILITY provision, You must make a Written request on a form acceptable to Us and pay the first Premium contribution to Us within 31 days after You are eligible for Portability coverage under this provision. If You are eligible to continue insurance under this PORTABILITY provision, Your continued insurance will be effective on the day following the last day You were insured under the Policy in an Eligible Class.

The Incontestability provision will apply to Portability coverage and will run from the date of the Insured's effective date of coverage under the Policy. If the Portability coverage includes additional coverage for which Evidence of Insurability was provided, a new Incontestability provision may apply to the Portability coverage.

### **DEATH DURING THE PORTABILITY APPLICATION PERIOD**

During the 31 day application period, the Insured's Life insurance will continue under the terms of the CONVERSION TO AN INDIVIDUAL LIFE POLICY provision. This insurance is available whether or not the Insured has applied for an individual Life policy under the conversion privilege.

If an Insured applies for Portability coverage, and the Insured dies during the 31 day conversion period, We will pay the Beneficiary the amount of Life insurance that could have been converted. Any Premium that was paid for Portability coverage will be refunded to the Beneficiary of the Policy.

In no event will We be liable to pay a death benefit for both the Life insurance an Insured is entitled to convert and the Life insurance an Insured is entitled to continue under the Portability provision.

### **PORTABILITY COVERAGE UNDER THE POLICY**

Your continued insurance will be provided under the Policy. Evidence of Insurability is not required when Your amount of portability coverage remains the same as under the Policy. The terms and conditions of Your continued insurance will be the same as those in effect on the date You became eligible for Portability coverage, except that You will no longer have the right to increase Your coverage.

If You become covered under another Life policy or plan issued by Us, then all coverage under this Portability Provision will end.

#### **CHANGES TO PORTABILITY COVERAGE**

Coverage will reduce or end at any time it would reduce or end if You had continued to be Actively at Work with Your Employer.

You may decrease Your amount of coverage. You cannot increase Your coverage.

#### **PREMIUMS FOR PORTABILITY COVERAGE**

You will be directly billed for all Premiums due under this provision. We will notify You of the amount of Premium due, the frequency of Premium payments and the Premium due dates. If any Premium is not paid when due, You will have a 60 day Grace Period. This is the period following the Premium due date which Premium may be made by You. Insurance will end at the end of the Grace Period if You fail to make the required Premium payment within that time. We will not change the Premium rate more than once in any period of 12 consecutive months and We will give You 31 days advance Written notice of any change in rates.

#### **WHEN PORTABILITY COVERAGE ENDS**

Portability coverage for You will end on the earliest of:

1. the date You fail to pay any required Premium; or
2. the date You reach age 70.

If Portability coverage ends due to failure to pay required Premium, Portability coverage cannot be reinstated.

If Portability coverage ends, the terms of the CONVERSION TO AN INDIVIDUAL LIFE POLICY provision apply.

Termination of this Policy will not terminate coverage under this PORTABILITY provision. The Policy will remain in force for the purpose of continuing Portability coverage, but without further obligation of the Policyholder.

## **BENEFIT INFORMATION**

### **LIFE INSURANCE BENEFITS**

#### **LIFE INSURANCE BENEFIT**

When We receive Written proof that an Insured has died, We will pay the amount of that Insured's Life insurance to the Beneficiary. We will pay it in a single sum unless an optional payment method is chosen.

We will determine the payment according to the amount of insurance shown in the BENEFITS SCHEDULE.

#### **ACCELERATED DEATH BENEFIT FOR TERMINAL ILLNESS**

If an Insured has a Terminal Illness while insured under the Policy, We will pay You a portion of the Insured's Life insurance benefit one time. This does not apply to any Terminal Illness resulting from an intentionally self-inflicted Injury or suicide attempt. The payment will be based on 75% of the Insured's Life insurance amount. However, the one-time benefit paid will not exceed the lesser of the maximum Life insurance benefit available under the Policy or \$500,000.

Your right to exercise this option and to receive payment is subject to all of the following:

1. You request this election, in Writing, on a form acceptable to Us;
2. the Insured must be Terminally Ill at the time of payment of the Accelerated Death Benefit for Terminal Illness;
3. the Insured's Physician must certify, in Writing, that the Insured has a Terminal Illness; and
4. the Physician's certification must be deemed satisfactory to Us.

We may require a second or third medical opinion to confirm Your eligibility for the Accelerated Death Benefit for Terminal Illness, which will be at Our expense. The second medical opinion may include a physical examination by a Physician designated by Us. If the medical opinions of the two Physicians conflict, Your eligibility for the Accelerate Death Benefit for Terminal Illness will be determined by the medical opinion of a third Physician who is mutually acceptable to You and to Us.

The Accelerated Death Benefit for Terminal Illness payment will be made to You immediately upon receipt of such due Written proof. Upon Your request for an Accelerated Death Benefit and at the time of payment, We will notify You and any assignee of record or irrevocable Beneficiary of record, in Writing, of the effect that receipt of the Accelerated Death Benefit will have on Your life insurance benefit and Premium.

Accelerated Death Benefit for Terminal Illness are available on a voluntary basis. Therefore, You are not eligible for benefits if:

1. You are required by law to use this benefit to meet the claims of creditors, whether in bankruptcy or otherwise; or
2. You are required by a government agency to use this benefit in order to apply for, get, or otherwise keep a government benefit or entitlement.

Your Premium amount will not change and Premium payments must continue to be paid on the full amount of Your Life insurance unless You qualify to have Your life Premium waived.

If You have assigned Your rights under the Policy to an assignee or made an irrevocable Beneficiary designation, We must receive consent, in Writing, that the assignee or irrevocable Beneficiary has agreed to the Accelerated Death Benefit for Terminal Illness payment on Your behalf in a form acceptable to Us before benefits are payable.

An election to receive an Accelerated Death Benefit for Terminal Illness will have the following effect on other benefits:

1. the death benefit payable will be reduced by any amount of Accelerated Death Benefit for Terminal Illness that has been paid; and
2. any amount of Life insurance that would be continued under the WAIVER OF PREMIUM BENEFIT provision or that may be available under CONVERSION TO AN INDIVIDUAL LIFE POLICY provision will be reduced by the amount of the Accelerated Death Benefit for Terminal Illness paid.

The remaining Life insurance amount will be paid according to the terms of the Policy subject to any reduction and termination provisions.

If You die after an Accelerated Death Benefit for Terminal Illness is elected, but before payment of such benefit is received, the election shall be cancelled, and the death benefit will be paid according to the terms of the Policy.

Eligibility for an Accelerated Death Benefit for Terminal Illness will end on the date Your coverage under the

Policy ends, according to the terms of the WHEN COVERAGE ENDS provision. Such termination will not affect payment of a benefit if eligibility occurred while Your coverage was in effect.

Benefits paid may be taxable. We are not responsible for any tax or other effects of any benefit paid. As with all tax matters, You should consult Your personal tax advisor to assess the impact of this benefit.

## **ACCIDENTAL DEATH AND DISMEMBERMENT BENEFITS**

### **ACCIDENTAL DEATH AND DISMEMBERMENT BENEFIT**

When We receive Written proof that an Insured has died as a result of an Accidental Bodily Injury, We will pay the amount of that Insured's Accidental Death Benefit to the Beneficiary. We will pay it in a single sum unless an optional payment method is chosen.

If an Insured suffers one or more of the Covered Losses shown in the BENEFITS SCHEDULE as the direct result of an Accidental Bodily Injury, We will pay a benefit to the Insured.

We will determine the payment according to the Covered Losses and benefits shown in the BENEFITS SCHEDULE.

The Accidental Death and Dismemberment Benefit will be paid only if:

1. the Insured's death occurs within 365 days from the date of the Accident; or
2. the Accidental Bodily Injury(is) results in one or more of the Covered Losses within 365 days from the date of the Accident.

Also, the Accident must occur while the person is insured under the Policy.

The Full Amount is the amount shown in the BENEFITS SCHEDULE.

## **ACCIDENTAL DEATH AND DISMEMBERMENT - OTHER BENEFITS**

### **CHILD EDUCATION EXPENSE BENEFIT**

If You die as a result of an Accidental Bodily Injury for which an Accidental Death Benefit is paid under this Policy, We will pay an additional Child Education Expense Benefit on behalf of each Child who is a Full-time Student at the time of Your death. The Education Expense Benefit will be paid to Your legally authorized representative on behalf of Your Full-time Student.

The Child Education Expense Benefit amount and Maximum Benefit Period are shown in the BENEFITS SCHEDULE.

In addition to the Proof of Loss requirements stated in the CLAIM PROVISIONS section, Proof of Loss for the Child Education Expense Benefit, provided at the claimant's legally authorized representative's expense, must also show:

1. the date of enrollment of Your Full-time Student;
2. the name of the Accredited Institution;
3. a list of courses for the current academic term;
4. the number of credit hours for the current academic term; and
5. proof that Your Full-time Student completed the academic term.

The Child Education Expense Benefit will end for each Full-time Student on the earliest of the following dates:

1. the date Your Full-time Student fails to furnish proof as required by Us;
2. the date Your Full-time Student no longer qualifies as a Dependent Child for any reason except Your death; or
3. the date the Child Education Expense Benefit Maximum Benefit Period ends.

### **EXPOSURE AND DISAPPEARANCE BENEFIT**

We will presume an Insured has suffered loss of life due to a Covered Accident and will pay an Accidental Death Benefit if the Insured's body is not found within one year(s) of that Accident when this Insured is found to have been:

1. riding in a common public passenger carrier that is involved in an Accident;
2. as a result of the Accident, the common public passenger carrier is wrecked, sinks, is stranded, or disappears; or
3. suffers a loss of life due to accidental exposure to the elements and such exposure is independent of all other causes while the Policy is in force.

The Accidental Death Benefit is shown in the Benefits Schedule.

**REPATRIATION OF REMAINS EXPENSE BENEFIT**

Payment will be made if an Insured dies at least 75 miles away from the Insured's principal place of residence and an Accidental Death Benefit is payable, We will pay a benefit of up to \$5,000 for the preparation and transportation of the Insured's body to a mortuary chosen by the Insured's legally authorized representative.

**SEATBELT(S) AND AIR BAG BENEFIT**

We will pay You or Your legally authorized representative a benefit if You sustain an Accidental Bodily Injury which causes Your death while You are driving or riding in a Private Passenger Vehicle, provided:

For Seatbelt(s):

1. the Private Passenger Vehicle is equipped with seatbelt(s);
2. the seatbelt(s) were in actual use and properly fastened at the time of the covered Accident; and
3. the position of the seatbelt(s) are certified in the official report of the covered Accident, or by the investigating officer. If such certification is not available, and it is clear that You were properly wearing a seatbelt(s), then We will pay the additional seatbelt benefit. If such certification is not available, and it is unclear whether You were properly wearing a seatbelt(s), then We will pay a fixed benefit of \$1,000.

A copy of the police Accident report must be submitted with the claim.

We will only pay the seatbelt benefit for the death of a minor, Dependent Child, if the Child is correctly strapped and fastened in the appropriate seat for the Child's age and weight as defined by state or federal guidelines. The seatbelt device must also be approved by the state or federal government for the Dependent Child's age and weight.

An automatic harness seatbelt will not be considered properly fastened unless a lap belt is also used.

For Air Bag:

1. the Private Passenger Vehicle is equipped with an airbag for the seat in which You are seated; and
2. the seatbelt(s) must be in actual use and properly fastened at the time of the Accident.

**PRIVATE PASSENGER VEHICLE** means a validly registered four-wheel private passenger vehicle.

No benefit will be paid if You are the driver of the Private Passenger Vehicle and do not hold a current and valid driver's license.

No benefit will be paid if We are able to verify that the airbag(s) had been disengaged prior to the Accident.

## **EXCLUSIONS AND LIMITATIONS**

### **ACCIDENTAL DEATH AND DISMEMBERMENT BENEFIT EXCLUSIONS**

The Policy does not cover:

1. an infection not occurring as a direct result or consequence of Accidental Bodily Injury;
2. loss caused or contributed to by attempted suicide, while sane or insane;
3. loss caused or contributed to by intentionally self-inflicted harm, while sane or insane;
4. loss caused or contributed to by war or act of war;
5. loss caused or contributed to by active participation in a riot, insurrection; or terrorist activity;
6. loss caused or contributed to by committing or attempting to commit a felony;
7. loss caused or materially contributed to by voluntary intake or use by any means of any drug, unless:
  - a. prescribed or administered by a Physician and taken in accordance with the Physician's instructions;  
or
  - b. an over the counter drug, taken in accordance with the instructions;
8. loss caused or contributed to being intoxicated as defined by the jurisdiction where the Accident occurred;  
and
9. loss caused or materially contributed to by participation in an illegal occupation or activity.



## **GENERAL PROVISIONS**

### **AGENCY**

For all purposes of the Policy, the Policyholder, Employer or third party administrator acts on its own behalf or as Your agent. Under no circumstances will the Policyholder, Employer or third party administrator be deemed our agent.

### **ALTERATION**

The only persons with the authority to alter or modify the Certificate or to waive any of its provisions are Our officers and any such changes must be in Writing.

### **ASSIGNMENT**

You can transfer, or assign, some or all of the Certificate's rights, while the You are alive, to someone else by making a contract with that person. We are not responsible for the validity of any assignment of the Certificate, nor are We bound by an assignment until We receive a copy of the assignment at Our office.

### **BENEFICIARY DESIGNATION**

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. An irrevocable Beneficiary designation may only be changed with the consent of such irrevocable Beneficiary. Unless You specify otherwise, the Beneficiary change will take effect as of the date the notice was signed by You, subject to any payment or other action taken by Us prior to receipt of such notice. The consent of any Beneficiary, other than an irrevocable 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 name a beneficiary, or if all named beneficiaries do not survive You, or if your named beneficiary is disqualified, Your death benefit will be paid to your estate.

Instead of making a death payment to your estate, we have the right to make payment to the first surviving family members of the family members in the order listed below:

1. Spouse;
2. Child or Children;
3. mother or father; or
4. sisters or brothers.

We may require any affidavits or statements We deem necessary in making payment under this provision. Our decision from such information will be final. Before We receive the affidavits or statements referenced 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 last illness or death of the person insured.

### **CLERICAL ERROR**

Clerical errors or delays in keeping records for the Certificate will not deny insurance that would otherwise have been granted, nor extend insurance that otherwise would have ceased and call for a fair adjustment of Premium and benefits to correct the error.

### **ENTIRE CONTRACT**

The insurance for Insureds is provided under a contract with the Policyholder, and the entire contract with the Policyholder consists of:

1. all Policy provisions and any amendments and endorsements to the Policy;
2. the Certificate and any amendments and endorsements to the Certificate;
3. the Policyholder's signed application; and
4. the Employers' signed participation agreements.

### **PHYSICAL EXAMINATIONS AND AUTOPSY**

We, at Our expense, will have the right and opportunity to have the Insured examined as often as reasonably necessary while the claim is pending. We at Our own expense will have the right to make an autopsy in case of death, unless it is forbidden by law. If the Insured fails to submit proof of continuing Total Disability when required or fails to be examined medically when required, no further benefit will be provided for that Total Disability.

**INCONTESTABILITY**

Except for fraud, where permitted by applicable law of the Governing Jurisdiction, any statements made is considered a representation and not a warranty. No statement made by an Insured will be used in any contest under the Policy unless a copy of the instrument containing the statement is or has been furnished to the person or person's beneficiary. We will not use such statements to contest the insurance under the Policy after the Policy has been in effect for two years from its Effective Date, or the Effective Date of last increase in coverage or reinstatement if applicable. We will not use such statements to reduce or deny a claim or cancel insurance, unless it is in a Written application which has been made a part of the Policy.

**LEGAL ACTION**

Unless otherwise provided under federal law, You can start legal action regarding Your claim 60 days after Proof of Loss has been given to Us and not later than the date established by the applicable insurance law in the state where the Policy was issued.

**NON-DUPLICATION OF BENEFITS:** Duplication of benefits is not allowed under the Policy and any attached riders. If a covered charge is payable under more than one benefit, only one benefit, the largest, will be payable.

**MISSTATEMENT OF AGE**

If the date of birth or age of any Insured has been misstated, an adjustment of premium and benefits will be of an amount that the Premium paid and benefits would have purchased at the correct date of birth or age.

**STATEMENTS**

In the absence of fraud, all statements made in any application are considered representations and not warranties. No representation by You in enrolling for insurance under the Policy will be used to reduce or deny a claim unless a copy of Your Written application for insurance is or has been given to You, Your Beneficiary, if any, or Your estate representative.

**WORKERS' COMPENSATION OR STATE DISABILITY INSURANCE**

The Policy does not replace or affect the requirements for coverage by any workers' compensation or state disability insurance.

## **CLAIM PROVISIONS**

### **NOTICE OF CLAIM**

Written notice of a claim should be given to Us within 30 days after the date of the loss. The notice may be given to Us at Our home office or to Our authorized agent. Failure to give notice within this timeframe shall not invalidate or reduce any Payable Claim if it can be shown that it was not reasonably possible to give such notice within that time and the notice was given as soon as reasonably possible.

### **FILING A CLAIM**

If the claim is for loss of life, when We receive notice of a claim, We will send the Beneficiary or legally authorized representative certain claim form(s). If the Beneficiary or legally authorized representative does not receive the claim form(s) within 15 days, We will accept a Written description of the exact nature of the loss.

If the claim is related to Your Total Disability, the claim form is available from Your Employer, or You can request a claim form from Us. If You or Your legally authorized representative do not receive the form from Us within 15 days of the request for the form, You may send Us Proof of Loss on any form sufficient to provide Us with Proof of Loss. Your Employer must fill out the claim form and then give it to Your attending Physician. Your Physician should fill out his or her section of the form and send it directly to Us.

If the claim is for any other benefit provided under the Policy, the claim form is available from Your Employer, or You, the Beneficiary, or legally authorized representative can request a claim form from Us. If the form is not received from Us within 15 days of the request for the form, We will accept Proof of Loss on any form sufficient to provide Us with Proof of Loss. Depending on the nature of the claim, Your Employer and/or the Insured's Physician may be required to provide Us with information.

### **PROOF OF LOSS IN THE EVENT OF DEATH**

We will require a certified copy of the death certificate of the Insured, or other lawful evidence providing equivalent information, and proof of the Beneficiary's interest in the proceeds. Proof of Loss provided at the Beneficiary's or legally authorized representative's expense must show the cause of death.

### **PROOF OF LOSS IN THE EVENT OF A TOTAL DISABILITY**

You must send Us Written proof of Your loss within 90 days after the end of the Elimination Period. Failure to give such proof within this timeframe shall not invalidate or reduce any Payable Claim if it can be shown that it was not reasonably possible to give such proof within that time, and the proof was given as soon as reasonably possible. You must provide Proof of Loss no later than 1 year after the time proof is otherwise required, except in the absence of legal capacity.

Your Proof of Loss, provided at Your expense, must show:

1. that You are under the Appropriate Care of a Physician;
2. the date Your Total Disability began;
3. the cause of Your Total Disability;
4. that You have been Totally Disabled through Your Elimination Period;
5. the appropriate documentation of Your earnings and Your activities;
6. the extent of Your Total Disability, including restrictions and limitations; and
7. the name and address of any Hospital, Health Facility or Institution where You received treatment, including all attending Physicians.

After We approve Your claim of Total Disability, We may periodically request proof of continuing Total Disability. We will not request proof of continuing Total Disability more frequently than once every six months.

In some cases, You will be required to give Us authorization to obtain additional medical information, and to provide non-medical information as part of Your Proof of Loss, or proof of continuing Total Disability.

You or Your Employer must notify Us immediately when You return to work in any capacity.

### **PROOF OF LOSS IN THE EVENT OF ACCIDENTAL DEATH AND DISMEMBERMENT**

If the claim is based on an accidental death and dismemberment Covered Loss, Proof of Loss for Covered Loss, provided at the claimant or legally authorized representative's expense, must show:

1. the cause of death or Covered Loss;
2. the extent of Covered Loss;
3. the date of Covered Loss; and
4. the name and address of any Hospital, Health Facility or Institution where treatment was received, including all attending Physicians.

## **PAYMENT OF CLAIMS**

When We receive Proof of Loss, We will review the Proof of Loss and, if We approve the claim, We will pay the benefit(s) subject to the terms of the Policy.

Payment of death benefits will be made on receipt of, or not later than 2 months after receipt of, proof of the Insured's death and the right of the claimant to the Policy proceeds. We will pay interest from the date due Proof of Loss is received until the date We pay the claim at a rate at which interest accrues on proceeds that are left on deposit with the company.

If a claim is based on death, once the claim is approved, We will pay it in one lump sum to the Beneficiary. The Beneficiary may instead request the life claim to be paid according to one of Our other settlement options. This request must be in Writing in order to be paid under Our other settlement options.

If benefits are payable under the Accidental Death and Dismemberment portion of Your coverage on behalf of an eligible Child, these benefits must be payable to the Texas Health and Human Services Commission if You are required to pay child support by a court order or court approved agreement and You are a possessory conservator of an eligible Child under a court order issued in this state or are not entitled to possession of or access to the eligible Child and the Texas Health and Human Services Commission is paying benefits on behalf of the eligible Child subject to Chapter 31 or 32 of the Human Resources Code.

The Child Education Expense Benefit will be paid to Your Full-time Student or the Full-time Student's legally authorized representative.

The Exposure and Disappearance Benefit will be paid to the Insured's Beneficiary.

The Repatriation of Remains Expense Benefit will be paid to the Insured's legally authorized representative.

The Seatbelt(s) and Airbag Benefit will be paid to You if living, otherwise Your legally authorized representative.

Unless otherwise indicated, benefits will be paid to You.

## **AUTHORITY**

The Policyholder has delegated to the insurance company or its designee and understands that the insurance company or its designee reserves the right to make determinations regarding the eligibility for participation or benefits and to interpret the terms of the Policy and Certificate for the purpose of administering the terms of the Policy and Certificate.

## **DENIAL OF CLAIMS**

If Your claim is denied, You have the right to notify Us in Writing within 90 days of receiving notice of the denial that You would like Us to review the denial.

Upon request, You have the right to review copies of all documents, records, and other information relevant to Your claim free of charge. You may submit Written comments, documents, records and other information relating to Your claim that You would like Us to consider in reviewing Your denial.

We will review the denial of Your claim and send You notice of Our decision within 90 days of receiving Your request. If We require an extension of the deadline to obtain more information, We will give You notice of Our decision within 90 days after the end of the extension period. Our decision will state the reasons for Our decision, refer to the relevant portions of Your Certificate and advise You of any further appeal rights.

## **OVERPAID CLAIMS**

We have the right to recover any overpayments due to fraud or any administrative error We make in processing a claim.

We will determine the method by which the repayment is to be made. We will not recover more money than the amount We overpaid.

## **SIMULTANEOUS DEATH**

If a Beneficiary dies on the same day You die, or within 120 hours of Your time of death, the claim will be paid as if that Beneficiary had died before You.

**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.