

**CHUBB®**

**ACE Property & Casualty Insurance Company**

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

**GROUP VOLUNTARY ACCIDENTAL DEATH AND DISMEMBERMENT  
CERTIFICATE OF INSURANCE**

**Non-Participating**

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ACE Property & Casualty Insurance Company certifies that it has issued and delivered a Group Insurance Policy to the Policyholder shown below insuring certain Employees of the Employer shown below.

Policy Number: 100000127  
Policy Effective Date: September 1, 2023  
Policyholder: TMI Trust Company, Trustee for Combined Insurance Company of America Multi-Employer Group Insurance Trust  
Prepared for: East Texas Benefits Cooperative  
Issue State: Texas

**NOTICE TO BUYER. THIS IS A LIMITED BENEFIT CERTIFICATE. THIS CERTIFICATE PROVIDES ACCIDENT ONLY COVERAGE AND DOES NOT PAY BENEFITS FOR LOSS FROM SICKNESS.**

**THIS CERTIFICATE IS NOT WORKERS' COMPENSATION INSURANCE. YOU SHOULD CONSULT YOUR EMPLOYER TO DETERMINE WHETHER YOUR EMPLOYER IS A SUBSCRIBER TO THE WORKERS' COMPENSATION SYSTEM.**

**PLEASE READ YOUR CERTIFICATE CAREFULLY.**

This Certificate contains the terms of the Group Insurance Policy that affect Your insurance. This Certificate is part of the Group Insurance Policy. This coverage may be subject to an increase in the premium at time of renewal or may be nonrenewed upon on the Insured Person attaining a certain age as set forth in the Certificate. For the purpose of effective dates and termination dates under this Certificate, all days begin at 12:00 midnight and end at 11:59:59 PM at the Policyholder's location.

This Certificate is governed by the laws of the Issue State shown above.

Signed at Our home office.



John Lupica, President



Brandon Peene, Secretary

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**Have a complaint or need help?**

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

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

**ACE Property & Casualty Insurance Company**

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

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

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

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

**¿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

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. You also have the opportunity to buy coverage for Your Dependents.

**POLICY NUMBER:** 100000127

### **ELIGIBLE CLASS:**

Class 1: All Employees Actively at Work in the United States with the Employer

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.

### **ELIGIBLE DEPENDENTS:**

You may cover Your Spouse as a Dependent even if Your Spouse is enrolled for coverage as an Employee.

Your Child, from live birth to age 26.

Your Child age 26 or over is eligible, provided he or she is unable to earn a living because of a physical or mental disability and You are the main source of support and maintenance.

We must receive proof of Your Child's continued eligibility within 31 days after the date the Child attains the age limit for a Child to be covered under the policy, and at reasonable intervals after such date.

### **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:** Contributory – You are required to make payments for the cost of insurance.

## WHO PAYS FOR THE COVERAGE

### VOLUNTARY AD&D INSURANCE:

Employee Voluntary AD&D insurance:	You pay for the cost of Your coverage.
Spouse Voluntary AD&D insurance:	You pay for the cost of Your Spouse's coverage.
Child Voluntary AD&D insurance:	You pay for the cost of Your Child's coverage.

### VOLUNTARY AD&D INSURANCE:

#### Amount of Benefit ("Full Amount")

#### Employee Voluntary AD&D Insurance:

The amount You elected on Your most recent Enrollment Form and for which Premium is paid. Benefit amounts must be elected in increments of \$10,000.

Minimum Benefit:

\$10,000

Maximum Benefit:

\$500,000, not to exceed 10 times Annual Earnings

#### Spouse Voluntary AD&D insurance:

The amount You elected on Your most recent Enrollment Form and for which Premium is paid. Benefit amounts must be elected in increments of \$5,000.

Minimum Benefit:

\$10,000

Maximum Benefit:

\$500,000

#### Child Voluntary AD&D Insurance:

Age: Live birth to age 26:

\$10,000

Maximum Benefit:

\$10,000

The amount of AD&D insurance for a Dependent will not be more than 100% of Your amount of AD&D insurance.

### BENEFIT COVERAGE TYPE: 24-Hour Coverage

#### COVERED BENEFITS

Unless otherwise specified, the following benefits will be payable only once for each Covered Accident as applicable. Refer to the Covered Accidental Death and Dismemberment Benefits section of this Certificate for additional benefit details.

## BENEFIT AMOUNTS

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

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

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**

For You:

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

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

For Your Spouse:

The amount of Your Spouse's AD&D insurance will reduce to the same percentage and at the same time as Your AD&D insurance reduces.

If Your Spouse's 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) described above.

**OTHER BENEFITS**

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

Employee: Voluntary (Contributory)  
Spouse: Voluntary (Contributory)  
Child: Voluntary (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.

**WORKPLACE FELONIOUS ASSAULT  
BENEFIT**

Maximum Lump Sum Benefit Amount:

The lesser of:

1. 5% of Your accidental death benefit; or
2. \$10,000.



## DEFINITIONS

**24-Hour Coverage** means coverage is provided under the Policy for Injuries resulting from Covered Accidents incurred on and off the job.

**Accident or Accidental** means an external event that an average person would consider sudden and unforeseeable and:

1. that results, directly and independently of all other causes;
2. is independent of any illness, disease or other bodily malfunction; and
3. occurs while coverage is in force under the Policy for the Insured.

Accident or Accidental does not mean an unintentional accident caused by or during medical Treatment or surgery for Sickness or Injury.

**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 or Active 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.

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

**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.

**Confined or Confinement** means on the advice of a Physician, the assignment of a person to a bed as a resident Inpatient in a Hospital for not less than 24 continuous hours. There must be a charge for room and board.

**Contributory** means You pay all or part of the premium.

**Covered Accident** means an Accident that:

1. occurs while the Policy and the Insured's coverage is in force;
2. occurs on or after the effective date of insurance; and
3. is not excluded by the Policy or applicable riders or endorsements attached to it.

**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.

**Dependent** means Your insured Spouse and Child(ren).

**Eligibility Waiting Period** means the length of time You must be a member in an Eligible Class before You can apply for insurance. The Eligibility Waiting Period is shown in the Benefits Schedule. Any period of time prior to the Policy Effective Date You were Actively at Work for the Employer as a full-time Employee will count towards completion of the Eligibility Waiting Period.

**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 Period** means the period of time each year during which eligible Employees may elect or change insurance under the Policy. The Enrollment Period cannot exceed 60 days or occur more than once in any 12-month period unless We agree in Writing.

**Family Member** means: Your Spouse and the following relatives, adopted, in-laws and step-relatives of You or Your Spouse:

1. parent;
2. grandparent;
3. child;
4. grandchild;
5. brother;
6. sister;
7. aunt;
8. uncle;
9. first cousin; or
10. nephew or niece.

**Family Status Change** means one of the following events:

1. Your Marriage;
2. You divorce or dissolve the Marriage;
3. the birth of Your child;
4. the adoption of a child by You;
5. the placement of a child with You, pending adoption or who is the subject of a suit for adoption;
6. the death of Your Spouse or child;
7. the commencement or termination of employment of Your Spouse;
8. the change from part-time to full-time employment by You or Your Spouse; or
9. the change from full-time to part-time employment by You or Your Spouse.

**Full-time Student** means a Child who:

1. is attending on a full-time basis a post-secondary school licensed as such by the jurisdiction in which it is located; and
2. is enrolled for at least the minimum number of course credits required by such school to maintain standing as a Full-time Student.

If the Child is unable to continue as a Full-time Student due to a medical condition and the Child's treating Physician certifies that the Child's withdrawal from school as a Full-time Student is medically necessary, the Child will be considered a Full-time Student until the earlier of:

1. the end of a 12 month period beginning from the last day of attendance in school; or
2. the date the child no longer otherwise qualifies as a Child under the Policy.

**Hospital** means a facility licensed in the applicable jurisdiction that provides medical care and Treatment to sick and injured persons on an Inpatient basis with 24-hour nursing service by or under the supervision of a Physician. Hospital does not include:

1. a rest home;
2. a skilled nursing facility;
3. an extended care facility;
4. a place of convalescence;
5. rehabilitative care;
6. custodial care; or
7. a place primarily for the Treatment of drug addiction or alcoholism.

**Injury** means Accidental body injury that is the direct result of a Covered Accident. Injuries must be independent of Sickness, disease, bodily infirmity and other causes.

**Insured** means any person covered under the Policy.

**Layoff** means that You are temporarily not Actively at Work for a period of time Your Employer agreed to in Writing. Your normal vacation time is not considered a temporary Layoff.

**Marriage** means a marriage as recognized under applicable local, state, federal or provincial law.

**Physician** means a person who is operating within the scope of his or her license and is either:

1. licensed in the United States or Canada as a medical doctor and authorized to practice medicine and prescribe and administer drugs or to perform surgery; or
2. any other duly licensed medical practitioner who is deemed by applicable state or provincial law to have the same authority as a legally qualified medical doctor.

The Physician cannot be You, a business associate or any Family Member.

**Policy** means the group insurance policy under which this Certificate is issued.

**Policyholder** means the entity to which the Policy is issued.

**Private Passenger Vehicle** means a validly registered four-wheel private passenger vehicle.

**Proof** means any medical, financial or other information that We require to make a claim determination.

**Sickness** means disease or illness including diseases or infections resulting from bug bites, stings or infestations by microorganisms, mental illness, drug illness, abuse or addiction, and alcohol illness, abuse or addiction, or pregnancy.

**Spouse** means Your lawful Spouse, or any other person required to be covered as Your Spouse under the civil union, domestic partnership, marriage or other family or domestic relations law of the Governing Jurisdiction.

If You reside in a State different from the Governing Jurisdiction of the Policy, the Certificate shall, if required, comply with the applicable civil union, domestic partnership, marriage or other family or domestic relations law of the State in which You reside.

If it is not required by law to extend coverage under the Policy to a domestic partner; however, Your Employer's human resource policy permits You to elect coverage for a domestic partner, We will recognize that person as a "Spouse" under this Policy, provided that You have completed and signed an affidavit or a declaration of domestic partnership on a form acceptable to Your Employer and Us.

Wherever in the Certificate there is a reference to "divorce" or "divorced", it also means dissolution of a civil union, domestic partnership, or other family or domestic relations law of the Governing Jurisdiction.

Important: Federal law may impact how certain spousal rights and benefits within some insurance products are treated.

**Treatment** means a Physician's consultation, care or services; diagnostic measures; or the prescription, refill or taking of prescribed drugs or medicines.

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

**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 insurance under the Policy.

## ELIGIBILITY AND EFFECTIVE DATES FOR INSURANCE

### ELIGIBILITY DATE

You are initially eligible for Employee AD&D Insurance on the latest of:

1. the first of the month coincident with or following the day Your Eligibility Waiting Period ends; or
2. the date You first are Actively at Work in an Eligible Class.

You are also eligible for Employee AD&D Insurance during any Enrollment Period or as a result of a Family Status Change, provided You are Actively at Work and in an Eligible Class.

For Dependent coverage, if You are in an Eligible Class, You are initially eligible for Spouse or Child AD&D Insurance on the latest of:

1. the date You are insured for Employee AD&D Insurance; or
2. the date You acquire a Dependent.

You are also eligible for Spouse and Child AD&D Insurance during any Enrollment Period or as a result of a Family Status Change, provided You are in an Eligible Class and have a Spouse and have one or more Children.

### WHEN COVERAGE BEGINS

For Contributory Employee AD&D Insurance

You must enroll within 60 days of the date You are initially eligible for Employee AD&D Insurance or within 31 days of the date of a Family Status Change or during any Enrollment Period.

If You do not enroll for insurance during Your initial Enrollment Period, You will not be insured for any Contributory Employee AD&D Insurance.

If You refuse Your insurance and do not enroll when You are eligible, then You will not be allowed to enroll until the next Enrollment Period.

For Contributory Employee AD&D Insurance, Employee AD&D Insurance starts on the latest of the date:

1. You are eligible;
  2. You enroll; and
  3. You agree to make any required contribution toward the cost of insurance;
- if You are Actively at Work on that date.

If You are not Actively at Work on that date, Your insurance will not start until You resume being Actively at Work.

For Contributory Spouse AD&D Insurance, You must enroll within 60 days of the date You are initially eligible for Spouse AD&D Insurance as long as You are Actively at Work on that date, or within 31 days of the date of a Family Status Change or during any Enrollment Period.

For Contributory Spouse AD&D Insurance, Spouse AD&D Insurance starts on the latest of the date:

1. You are eligible for Spouse AD&D Insurance;
  2. You enroll for Spouse AD&D Insurance; and
  3. You agree to make any required contribution toward the cost of insurance;
- if You are Actively at Work on that date.

If You are not Actively at Work on that date, Your Spouse AD&D Insurance will not start until You resume being Actively at Work.

For Contributory Children AD&D Insurance, Children AD&D Insurance starts on the latest of the date:

1. You are eligible for Children AD&D Insurance;
  2. You or Your Spouse are first insured under the Policy, for Employee or Spouse AD&D Insurance;
  3. You enroll for Children AD&D Insurance; and
  4. You agree to make any required contribution toward the cost of insurance;
- if You are Actively at Work on that date.

If You are not Actively at Work on that date, Your Children AD&D Insurance will not start until You resume being Actively at Work.

For Contributory Children AD&D Insurance, You must enroll within 60 days of the date You are initially eligible for Children AD&D Insurance as long as You are Actively at Work on that date or within 31 days of the date of a Family Status Change or during any Enrollment Period.

### **MAKING CHANGES TO THE AD&D INSURANCE**

You may request a change in Your Employee AD&D Insurance benefit elections during any Enrollment Period while the Policy is in force.

You may also request a change in Employee AD&D Insurance at any time due to a Family Status Change. Such request must be made within 31 days of the date the Family Status Change occurred.

Your Employee AD&D Insurance coverage under the Policy may change if:

1. You enroll for a different coverage option;
2. You transfer to another class under the Policy; or
3. there is a Policy change.

You may request a change in Your Dependent AD&D Insurance benefit options during any Enrollment Period while the Policy is in force.

You may also request a change in Dependent AD&D Insurance at any time due to a Family Status Change. Such request must be made within 31 days of the date the Family Status Change occurred.

Your Dependent AD&D Insurance coverage under the Policy may change if:

1. You enroll for a different coverage option;
2. You transfer to another class under the Policy; or
3. there is a Policy change.

### **ADDING A DEPENDENT TO YOUR INSURANCE**

After You or Your Spouse and a Child are covered under the Policy, and You are Actively at Work, any child who becomes one of Your Children will automatically be covered.

### **COVERAGE FOR NEWBORN CHILDREN, NEWLY PLACED FOSTER CHILDREN OR NEWLY ADOPTED CHILDREN**

If You or Your Spouse are insured under the Policy but do not have Children AD&D Insurance when a newborn child, newly placed foster child or newly adopted child, including any child placed with You for adoption or who is the subject of a suit for adoption, becomes one of Your Children, then such child will automatically be covered for 31 days from the date he or she becomes Your Child. To continue coverage beyond 31 days, You must:

1. enroll for Children AD&D Insurance within 31 days from the date the newborn child, newly placed foster child or newly adopted child becomes Your Child; and
2. pay the required premium to continue Your Children AD&D Insurance.

If You or Your Spouse are covered under the Policy and have Child AD&D Insurance when a newborn, newly placed foster child or newly adopted child becomes one of Your Children, then such child will automatically be covered.

### **WHEN CHANGES TO YOUR AD&D INSURANCE BEGIN**

If You are Actively at Work, any increase in Employee AD&D Insurance or benefits, for reasons other than a Family Status Change, will start on the latest of:

1. the first of the month coincident with or following the date of change, when You apply for a different coverage option and You agree to make any required contribution toward the cost of insurance;
2. the first of the month coincident with or following the date of change, when You transfer to a different class of eligible Employees;
3. the date specified during the Enrollment Period; or
4. the date of the Policy change.

If You are not Actively at Work on that date, any increase in Employee AD&D Insurance will not start until You resume being Actively at Work.

If You are Actively at Work, reduction in Employee AD&D Insurance or benefits for reasons other than a Family Status Change will start on:

1. the first of the month coincident with or following the date of change, when You apply for a different coverage option;
2. the first of the month coincident with or following the date of change, when You transfer to a different class of eligible Employees;
3. the date specified during the Enrollment Period; or
4. the date of the Policy change.

If You are Actively at Work, any increase in Employee AD&D Insurance or benefits due to a Family Status Change will start on the later of:

1. the first of the month coincident with or following the date You apply for such change in Employee AD&D Insurance and You agree to make any required contribution toward the cost of insurance; or
2. the date of Your Family Status Change.

If You are not Actively at Work on that date, any increase due to a Family Status Change in Employee AD&D Insurance or benefits will not start until You resume being Actively at Work.

Whether or not You are Actively at Work, any reduction in Employee AD&D Insurance or benefits due to a Family Status Change will start on:

1. the first of the month coincident with or following the date You apply for such change in Employee AD&D Insurance and You agree to make any required contribution toward the cost of insurance; or
2. the date of Your Family Status Change.

Any change in Employee AD&D Insurance will only affect benefits for a Covered Accident that occurs after the effective date of the change.

#### **WHEN CHANGES TO DEPENDENT COVERAGE BEGIN**

If You are Actively at Work, any increase in AD&D Insurance or benefits for Your Dependent, for reasons other than a Family Status Change, will start on the latest of:

1. the first of the month coincident with or following the date of change, when You apply for a different coverage option and You agree to make any required contribution toward the cost of insurance;
2. the first of the month coincident with or following the date of change, when You transfer to a different class of eligible Employees;
3. the date specified during the Enrollment Period; or
4. the date of the Policy change.

If You are not Actively at Work on that date, any increase in Spouse or Child AD&D Insurance or benefits will not start until You resume being Actively at Work.

Whether or not You are Actively at Work, any reduction in Spouse or Child AD&D Insurance or benefits for reasons other than a Family Status Change will start on the latest of:

1. the first of the month coincident with or following the date of change, when You apply for a different coverage option;
2. the first of the month coincident with or following the date of change, when You transfer to a different class of eligible Employees;
3. the date specified during the Enrollment Period; or
4. the date of the Policy change.

If You are Actively at Work, any increase in Spouse or Child AD&D Insurance or benefits due to a Family Status Change will start on the later of:

1. the first of the month coincident with or following the date You apply for such change in Spouse or Child AD&D Insurance and You agree to make any required contribution toward the cost of insurance; or
2. the date of Your Family Status Change.

If You are not Actively at Work on that date, any increase due to a Family Status Change in Spouse or Child AD&D Insurance or benefits will not start until You resume being Actively at Work.

Whether or not You are Actively at Work, any reduction in Spouse or Child AD&D Insurance or benefits due to a Family Status Change will start on the later of:

1. the first of the month coincident with or following the date You apply for such change in Spouse or Child AD&D Insurance and You agree to make any required contribution toward the cost of insurance; or
2. the date of Your Family Status Change.

Any change in Spouse or Child AD&D Insurance will only affect benefits for a Covered Accident that occurs after the effective date of the change.

#### **WHEN YOUR COVERAGE ENDS**

Your Employee AD&D Insurance under the Policy will end on the earliest of the following to occur:

1. the date the Policy terminates;
2. the last day of the period for which any required premium has been paid for Your Employee AD&D Insurance or any part of Your insurance;
3. the date Your Employer's participation in the trust and under the Policy terminates; or
4. the date You die.

Your Employee AD&D Insurance will also end when any of the following occur, but coverage may be extended subject to any allowed continuation as specified in the Insurance Continuation section:

1. the date You are no longer in an Eligible Class;
2. the date You enter active duty in any armed service;
3. the date You retire;
4. the date Your class is no longer included for insurance; or
5. the later of:
  - a. the last day You are Actively at Work, subject to any applicable Portability provisions provided; 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.

#### **WHEN YOUR SPOUSE AND CHILD AD&D COVERAGE ENDS**

Spouse AD&D Insurance under the Policy will end on the earliest of the following to occur:

1. the date the Policy terminates;
2. the last day of the period for which any required premium has been paid for Your insurance or Your Spouse AD&D Insurance or any part of Your insurance or Your Spouse and Child AD&D Insurance;
3. the date Your Employer's participation in the trust and under the Policy terminates;
4. the date Your Spouse dies; or
5. the date Your Child dies.

Your Spouse and Child AD&D Insurance will also end when any of the following occur, but coverage may be extended subject to any allowed continuation as specified in the Insurance Continuation section:

1. the date You are no longer in an Eligible Class;
2. the date You are no longer insured under the Policy;
3. the date Your Spouse or Child no longer meets the definition of Spouse or Child as described in this Certificate;
4. the date Your Spouse enters active duty in any armed service;
5. the date You retire;
6. the date Your class is no longer included for insurance; or
7. the last day You are Actively at Work, subject to any Portability provision provided.



## **CONTINUITY OF COVERAGE**

### **CONTINUITY OF COVERAGE**

If Your Employer replaces group insurance provided by another insurance company ("Prior Policy") with the insurance provided by this Certificate and the Policy ("this Policy"), the Continuity of Coverage benefits set forth in this section may be available to You. These benefits will be available if the insurance and level of benefits under the Prior Policy were substantially similar to the insurance provided by this Policy.

### **IF YOU ARE NOT ACTIVELY AT WORK WHEN YOUR EMPLOYER REPLACES YOUR PRIOR POLICY WITH THIS POLICY**

You and Your Spouse or domestic partner and Dependent Children will be covered under this Policy if You are not Actively at Work on September 1, 2023 if:

1. You were insured under the Prior Policy on the day before the Employer's Effective Date;
2. You are a member of an Eligible Class;
3. Your Employer continues to remit premiums for Your coverage; and
4. You are not receiving or eligible to receive benefits under the Employer's Prior Policy.

Any benefit payable will be the lesser of:

1. the benefit payable under this Policy; or
2. the benefit payable under Your Employer's Prior Policy.

## **COVERED ACCIDENTAL DEATH AND DISMEMBERMENT (“AD&D”) INSURANCE BENEFITS**

### **BENEFITS PAYABLE**

The following are the Covered AD&D Benefits covered under the Policy. Eligible benefit payments for a Covered AD&D Benefit will be payable in a lump sum as shown in the Benefits Schedule. Each Covered AD&D Benefit can be claimed only once for each Covered Accident, unless otherwise specified. We will pay benefits for multiple Injuries sustained in the same Covered Accident up to the benefit amount shown in the Benefits Schedule for such Injuries. Diagnosis and Treatment for Injuries sustained by Covered Accidents must be made within 12 months to qualify for benefits under the Policy unless otherwise specified.

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

When We receive Written proof that an Insured has died as a result of an 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 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 Injury(ies) result in one or more of the Covered Losses within 365 days from the date of the Accident.

The Full Amount is the amount shown in the Benefits Schedule.

### **OTHER BENEFITS**

#### **CHILD EDUCATION EXPENSE BENEFIT**

If You or Your Spouse 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; and
4. the number of credit hours for the current academic term.
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 or Your Dependent sustains an Accidental Bodily Injury which causes Your or Your Dependent's death while You are or Your Dependent is 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 or Your Dependent 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 or Your Dependent was 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 or Your Dependents 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 or Your Dependent is 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.

**WORKPLACE FELONIOUS ASSAULT BENEFIT**

We will pay an additional benefit if You die as a result of Injury caused directly by a Felonious Act of Violence. The Felonious Act of Violence must occur while You are working for Your Employer, at Your Employer's usual place of business, at an alternative worksite at the direction of the Employer, including Your home, or a location to which Your job requires You to travel.

**Felonious Act of Violence** means an act that is considered a felony where the act occurred. The benefit is not payable if the loss occurred while You were committing a felonious act.

Felonious Act of Violence include, but are not limited to: robbery, theft, hijacking, assault and battery, sniping, murder or civil disturbance. Also, the death must occur while You are insured under the Policy.

The Workplace Felonious Assault Benefit amount is shown in the BENEFITS SCHEDULE.

## **INSURANCE CONTINUATION**

### **CONTINUING YOUR INSURANCE**

While the Policy is in force and subject to the conditions stated in the Policy, Your Employer may continue Your insurance that was in force on the date immediately before the date You ceased to be Actively at Work by paying the required premium to Us for any of the following reasons and durations:

1. Sickness or Injury – up to 12 months;
2. Layoff – end of the school year in which Your Layoff began; and
3. Leave of Absence – end of the school year in which Your Leave of Absence began.

You should contact Your Employer for more details.

While the Policy is in force, You may be eligible to continue Your insurance pursuant to the Family and Medical Leave Act of 1993, as amended or continue coverage pursuant to a state required continuation period (if any). You should contact Your Employer for more details.

While the Policy is in force, You may be eligible to continue Your insurance coverage pursuant to the Uniformed Services Employment and Reemployment Rights Act (USERRA), as amended. You should contact Your Employer for more details.

## **PORTABILITY**

### **PORTABILITY UNDER THIS CERTIFICATE**

You may port Your coverage under this Certificate to a different Eligible Class if:

1. You are no longer Actively at Work;
2. You are under age 65 on the day the portability coverage would take effect; and
3. the first premium is paid within 31 days of the date You are no longer Actively at Work.

Notice of Your right to port will be presented to You or mailed to Your last known address within 15 days from the date Your coverage ends. If You are eligible for Portability and are not notified of this right within 15 days, the 31-day Portability period will be extended. You will have 15 days from the date notice is given to apply for Portability. In no event will the Portability period be extended beyond 60 days. You may not elect this coverage at a later date. Notice, for the purpose of this section, means Written notice presented to You by the Employer or mailed to Your last known address as reported by the Employer.

To apply for Portability, You must:

1. apply in Writing directly to Us at Our Home Office within 31 days after the date employment or insurance under the Policy terminates or is reduced; and
2. pay the required premium.

No evidence of insurability will be required for the portability coverage if all of the terms and conditions of this provision are satisfied.

Coverage will be effective on the first of the month following the date the coverage ends under this Policy, provided We receive the completed application and the required premium is paid. Premiums for this coverage will be billed directly to You on a monthly basis, as elected by You.

If You are Injured as a result of a Covered Accident within 31 days after Your insurance ends, but before You have applied to port, We will pay any benefits as if You had ported. However, You must pay any premium due.

### **AMOUNT OF PORTABLE INSURANCE**

Only the insurance that was in effect under this Certificate may be ported.

### **PREMIUMS FOR PORTABILITY**

Premiums due will be paid directly to Our administrative office and will include any portion previously paid by the Policyholder. Premiums will be billed directly to You at Your last known address.

### **DEPENDENT PORTABILITY COVERAGE**

If You elect to port coverage, You may also elect to port coverage for a Spouse or Child if they are covered under the Policy on the date coverage would otherwise end, provided the Spouse has not attained age 70. You must elect portable group insurance coverage for Yourself in order to elect any coverage for eligible Dependents.

You may port Child and Spouse coverage if:

1. You are porting insurance;
2. Your Dependent was covered under the Group Policy and continues to meet the definition of Spouse or Child;
3. Your Dependent is under age 65 on the day the Portability coverage would take effect; and
4. the first premium is paid within 31 days of the date You are no longer Actively at Work.

If Your Insured Spouse or Your Insured Child are Injured as a result of a Covered Accident within 31 days after Your insurance ends, but before You have applied to port, We will pay any benefits as if You had ported. However, You must pay any premium due.

**WHEN PORTABILITY COVERAGE ENDS**

Coverage under the Portability Policy will end on the latest of the following dates

1. the end of the Policy Grace Period after a Premium Due Date, if Premium is not paid;
2. the end of the PORTABILITY provision Grace Period; after a Premium Due Date, if Premium is not paid;
3. the date You become a full-time member of the armed forces of any country;
4. the date You retire; and
5. the date You reach age 70.

## EXCLUSIONS

### EXCLUSIONS AND LIMITATIONS

No benefits will be payable for any loss that is the result of a Covered Accident that is due to or results from:

1. war or any act of war or Your active duty in any armed service during a time of war (this does not include acts of terrorism);
2. intoxication, as defined by the jurisdiction where the Covered Accident occurred;
3. committing of or attempting to commit an assault, felony or other criminal act;
4. active participation in a riot, rebellion or insurrection;
5. committing or attempting to commit suicide, whether sane or insane, or injuring oneself intentionally;
6. use of any drug, unless used as prescribed by a Physician or as directed; and
7. a Sickness or infection including physical or mental condition which is not caused solely by or as a direct result of a Covered Accident.



## **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 Policy or to waive any of its provisions are Our president, actuary, secretary or one of Our vice presidents 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.

### **CONFORMITY WITH STATUTES**

If any provision of the Policy conflicts with any applicable law, the provision will be automatically amended to meet the minimum requirements of the law, except as otherwise pre-empted by federal law.

### **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;
4. the Employers' signed participation agreements; and
5. for Contributory Insurance, the Insureds' signed Enrollment Forms.

#### **DISCHARGE OF OUR RESPONSIBILITY**

Payment made under the terms of the Policy will, to the extent of such payment, release Us from all further obligations under the Policy. We will not be obligated to see to the application of such payment.

#### **EXAMINATION AND AUTOPSY**

We, at Our expense, have the right to have any person with respect to whom a claim has been filed:

1. examined by a Physician, other health professional or vocational expert of Our choice; and/or
2. interviewed by an authorized representative.

This right may be used as often as We determine necessary while the claim is pending. Unless authorized by the examining Physician, the examination may not be recorded nor may another person be present during the examination.

We, at Our expense, may have an autopsy made unless prohibited by law.

#### **INCONTESTABILITY**

Except for fraud, where permitted by applicable law of the Governing Jurisdiction, any statement made is considered a representation and not a warranty. 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 before the applicable statute of limitations has expired but not after 3 years from the date Proof of Loss is required.

#### **LIMIT OF PREMIUM REFUNDS**

Whether premiums were paid in error or otherwise, We will refund only that part of the excess premium that was paid during the 12-month period that preceded the date We learned of such overpayment.

#### **MISSTATEMENT OF FACTS**

If relevant facts about the Employer or Employee relating to this insurance are determined not to be accurate:

1. a fair adjustment of premium will be made, subject to the "Limit of Premium Refunds" section; and
2. the actual facts will decide whether, and in what amount, and for what duration insurance is valid under the Policy.

#### **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.

#### **NON-PARTICIPATING**

The Policy is non-participating and will not share in any profits or surplus earnings of ACE Property & Casualty, and, therefore, no dividends are payable.

#### **PREMIUM PAYMENTS AS EVIDENCE OF INSURANCE**

The receipt of premiums by Us is not a guarantee of insurance. Eligibility for benefits will be determined at the time of claim submission and in order to receive a benefit under the Policy, all Policy requirements must be satisfied.

If We determine that You or Your Dependent Child Spouse are not eligible for coverage, You should contact Your Employer regarding the refund of premiums due, if any.

**REIMBURSEMENT**

Reimbursement will be made to Us for any overpayments that We may make due to any reason. You must repay Us within 60 days unless We agree to a longer time period. Deductions may be made from future benefit payments to recover any such overpayments.

If We have underpaid a benefit for any reason, We will make a lump sum payment for that amount.

Interest does not accrue on any underpaid or overpaid benefit unless required under the applicable law.

**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.

### CLAIM FORMS

Within 15 days after We receive Your notice of a claim, We will send claim forms. The claim form is also available from Your Employer. If We do not send You the claim forms within 15 days after receiving notice of Your claim, You shall be deemed to have complied with the requirements of proof of claim when You submit Written proof that covers the occurrence, character and extent of the loss for which a claim is made.

### FILING A CLAIM

Depending on the nature of the claim, You, Your Employer and/or the Insured's Physician may be required to provide Us with information.

### PROOF OF CLAIM

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 Claim provided at the Beneficiary's or legally authorized representative's expense must show the cause of death.

In the event of a Covered Accident, You must send Us Written proof of Your loss within 90 days of the date of loss. 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 Claim no later than one year after the time proof is otherwise required, except in the absence of legal capacity.

Proof of Claim for a Covered Accident, provided at the claimant or legally authorized representative's expense, must show:

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

When We receive Proof of Claim, We will review the Proof of Claim and, if We approve the claim, We will pay the benefit(s) subject to the terms of the Policy within 60 days of receipt.

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 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.

The Workplace Felonious Assault Benefit will be paid to Your Beneficiary.

Unless otherwise indicated, benefits will be paid to You.

### **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.

### **REVIEW OF DENIAL OF CLAIMS**

If We deny all or any part of Your claim on review, You will receive a Written notice of denial stating:

1. the specific reasons for the denial;
2. the specific Policy provisions on which the denial is based;
3. Your right to receive, upon request and free of charge, copies of all documents, records, and other information relevant to Your claim for benefits; and
4. the following statement: "You and Your plan may have other voluntary alternative dispute resolution options, such as mediation. One way to find out what may be available is to contact Your local U.S. Department of Labor Office and Your State Insurance regulatory agency."

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

- Social Security number and payment history
- insurance claim history and medical information
- account transactions and credit scores

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

**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 <https://www2.Chubb.com/us-en/privacy.aspx>

## 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.