

# CHUBB®

## ACE Property & Casualty Insurance Company

Home Office Address: 436 Walnut Street • Philadelphia, PA 19106  
Policyholder Service Address: PO Box 6703, Scranton, PA 18505-0703  
Claims Service Address: PO Box 6700, Scranton, PA 18505-0700  
Telephone Number: 1-866-445-8874

### GROUP CANCER INDEMNITY INSURANCE CERTIFICATE

**THIS IS A LIMITED BENEFIT CERTIFICATE.**

**PLEASE READ THE CERTIFICATE CAREFULLY.**

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

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

This Certificate will be delivered to You by the Policyholder as provided under the Policy.

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

#### RENEWABILITY

This Certificate is guaranteed renewable for life. You may renew this certificate by paying each premium on the premium due date, subject to the Grace Period.

We reserve the right to change the premium. We or the Policyholder will notify You, at Your last address of record, of a change at least 120 days before the date at which it is to become effective.

#### LIMITATIONS

##### PRE-EXISTING CONDITION

No benefits are payable for any loss incurred during the first 12 months after the Certificate Effective Date if the loss is due to a Pre-Existing Condition.

Any increase or addition to coverage will be subject to the Pre-Existing Condition Limitation and Incontestability as of the effective date of the increase or addition.

For ACE Property & Casualty Insurance Company



John J. Lupica, President



Brandon Peene, Secretary

## TABLE OF CONTENTS

|   |    |
|---|----|
| CERTIFICATE IDENTIFICATION.....   | 3  |
| SCHEDULE OF BENEFITS.....   | 3  |
| BENEFITS .....  | 3  |
| DEFINITIONS .....   | 7  |
| EXCLUSIONS.....   | 18 |
| PREMIUMS .....  | 18 |
| ELIGIBILITY, EFFECTIVE DATE, TERMINATION OF COVERAGE, AND PORTABILITY PRIVILEGE ..... | 19 |
| CLAIM PROVISIONS.....   | 21 |
| GENERAL PROVISIONS.....   | 23 |

## Have a complaint or need help?

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

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

### ACE Property & Casualty Insurance Company

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

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

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

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

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

### The Texas Department of Insurance

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

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

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

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

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

## ¿Tiene una queja o necesita ayuda?

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

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

### ACE Property & Casualty Insurance Company

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

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

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

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

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

### El Departamento de Seguros de Texas

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

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

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

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

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

## CERTIFICATE IDENTIFICATION

Policyholder: TMI Trust Company, Trustee for Combined Insurance, Company of America Multi-Employer Group Insurance Trust

Policy Number: 100000127

Participating Entity: East Texas Employe Benefits Cooperative

Governing Jurisdiction: Texas

Policy Effective Date: September 01, 2024

Annual Enrollment Date: September 01 of each year

Eligible Class: All Active Employees

## SCHEDULE OF BENEFITS

**COVERED PERSON(S):**

Insured

Spouse

Child(ren)

Plan 2 as elected

Plan 2 as elected

Plan 2 as elected

**FUNDING:**

Contributory

**BENEFITS:**

|  | <b>Insured</b> | <b>Spouse</b> | <b>Child(ren)</b> |
|--|----------------|---------------|-------------------|
| <b>AIR AMBULANCE BENEFIT</b>                     |                |               |                   |
| Per Trip   | \$2,000        | \$2,000       | \$2,000           |
| Maximum Trips per Confinement                    | 2              | 2             | 2                 |
| <b>ALTERNATIVE CARE BENEFIT</b>                  |                |               |                   |
| Per Visit  | \$75           | \$75          | \$75              |
| Maximum Visits per Calendar Year                 | 4              | 4             | 4                 |
| <b>AMBULANCE BENEFIT</b>                         |                |               |                   |
| Per Trip   | \$200          | \$200         | \$200             |
| Maximum Trips per Confinement                    | 2              | 2             | 2                 |
| <b>ATTENDING PHYSICIAN BENEFIT</b>               |                |               |                   |
| Per Visit  | \$50           | \$50          | \$50              |
| Maximum Visits per Confinement                   | 2              | 2             | 2                 |
| Maximum Visits per Calendar Year                 | 4              | 4             | 4                 |
| <b>BLOOD, PLASMA AND PLATELETS BENEFIT</b>       |                |               |                   |
| Per Transfusion                                  | \$300          | \$300         | \$300             |
| Maximum Transfusions per Calendar Year           | 2              | 2             | 2                 |
| <b>BONE MARROW OR STEM CELL DONATION BENEFIT</b> |                |               |                   |
| Per Day of Confinement                           | \$300          | \$300         | \$300             |
| Lifetime Maximum Donations                       | 2              | 2             | 2                 |

**BONE MARROW OR STEM CELL TRANSPLANT BENEFIT**

|                                |          |          |          |
|--------------------------------|----------|----------|----------|
| First Bone Marrow Transplant   | \$12,000 | \$12,000 | \$12,000 |
| Additional Transplant          | 50%      | 50%      | 50%      |
| Lifetime Maximum Transplant(s) | 2        | 2        | 2        |
| First Stem Cell Transplant     | \$1,200  | \$1,200  | \$1,200  |
| Additional Transplant          | 50%      | 50%      | 50%      |
| Lifetime Maximum Transplant(s) | 2        | 2        | 2        |

**COUNSELING BENEFIT**

|                                  |      |      |      |
|----------------------------------|------|------|------|
| Per Visit                        | \$50 | \$50 | \$50 |
| Maximum Visits Per Calendar Year | 6    | 6    | 6    |

**FAMILY CARE BENEFIT**

**Childcare**

|                                |       |       |       |
|--------------------------------|-------|-------|-------|
| Per Day                        | \$100 | \$100 | \$100 |
| Maximum Days per Calendar Year | 30    | 30    | 30    |

**Adult Day Care or Home Healthcare**

|                                |       |       |       |
|--------------------------------|-------|-------|-------|
| Per Day                        | \$100 | \$100 | \$100 |
| Maximum Days per Calendar Year | 30    | 30    | 30    |

**FAMILY MEMBER TRANSPORTATION AND LODGING BENEFIT**

**Family Transportation**

|                                 |       |       |       |
|---------------------------------|-------|-------|-------|
| Per Trip                        | \$100 | \$100 | \$100 |
| Maximum Trips per Calendar Year | 12    | 12    | 12    |

**Family Lodging**

|                                |       |       |       |
|--------------------------------|-------|-------|-------|
| Per Day                        | \$100 | \$100 | \$100 |
| Maximum Days per Calendar Year | 100   | 100   | 100   |

**FIRST CANCER BENEFIT**

\$100 paid upon receipt of first covered claim for Cancer; only one payment per Certificate

**GENETIC TUMOR TESTING BENEFIT**

|                                 |      |      |      |
|---------------------------------|------|------|------|
| Per Test                        | \$50 | \$50 | \$50 |
| Maximum Tests per Calendar Year | 2    | 2    | 2    |

**HAIR PIECE BENEFIT**

|                  |       |       |       |
|------------------|-------|-------|-------|
| Per Hair Piece   | \$150 | \$150 | \$150 |
| Lifetime Maximum | 1     | 1     | 1     |

**HERITABLE CANCER SCREENING BENEFIT**

|                                 |      |      |      |
|---------------------------------|------|------|------|
| Per Test                        | \$50 | \$50 | \$50 |
| Maximum Tests per Calendar Year | 1    | 1    | 1    |

**HOME HEALTH CARE BENEFIT**

|   |       |       |       |
|---|-------|-------|-------|
| Per Day Not to Exceed the Number of Days Confined | \$300 | \$300 | \$300 |
| Maximum Days per Calendar Year                    | 30    | 30    | 30    |

|   |       |       |       |
|---|-------|-------|-------|
| <b>HORMONAL THERAPY BENEFIT</b>   |       |       |       |
| Per Calendar Month  | \$50  | \$50  | \$50  |
| Maximum Months per Calendar Year  | 12    | 12    | 12    |
| <b>HOSPICE CARE BENEFIT</b>   |       |       |       |
| Per Day   | \$300 | \$300 | \$300 |
| <b>HOSPITAL CONFINEMENT BENEFIT</b>   |       |       |       |
| Per Day - Days 1 through 30   | \$300 | \$300 | \$300 |
| Additional Days   | \$600 | \$600 | \$600 |
| Maximum Days per Confinement  | 31    | 31    | 31    |
| <b>HOSPITAL CONFINEMENT ICU BENEFIT</b>   |       |       |       |
| Per Day - Days 1 through 30   | \$600 | \$600 | \$600 |
| Additional Days   | \$600 | \$600 | \$600 |
| Maximum Days per Confinement  | 31    | 31    | 31    |
| <b>HOSPITAL CONFINEMENT SUB-ACUTE INTENSIVE CARE UNIT BENEFIT</b>   |       |       |       |
| Per Day - Days 1 through 30   | \$300 | \$300 | \$300 |
| Additional Days   | \$300 | \$300 | \$300 |
| Maximum Days per Confinement  | 31    | 31    | 31    |
| <b>MEDICAL EQUIPMENT BENEFIT</b>  |       |       |       |
| Per Piece of Equipment  | \$150 | \$150 | \$150 |
| Maximum Pieces Per Calendar Year  | 2     | 2     | 2     |
| <b>MEDICAL IMAGING BENEFIT</b>  |       |       |       |
| Per Imaging Study   | \$500 | \$500 | \$500 |
| Maximum Studies per Calendar Year   | 2     | 2     | 2     |
| <b>NATIONAL CANCER INSTITUTE DESIGNATED COMPREHENSIVE CANCER TREATMENT CENTER EVALUATION/CONSULTATION BENEFIT</b> |       |       |       |
| Consultation Benefit  | \$750 | \$750 | \$750 |
| Lifetime Maximum Consultation(s)  | 1     | 1     | 1     |
| <b>NON-SURGICAL PROSTHESIS BENEFIT</b>  |       |       |       |
| Per Device  | \$300 | \$300 | \$300 |
| Lifetime Maximum Number of Devices  | 1     | 1     | 1     |
| <b>PHARMACOGENOMIC (PGX) SCREENING TEST BENEFIT</b>   |       |       |       |
| Per Test  | \$50  | \$50  | \$50  |
| Maximum Tests per Calendar Year   | 2     | 2     | 2     |
| <b>PRESCRIPTION DRUG INPATIENT BENEFIT</b>  |       |       |       |
| Per Day of Confinement  | \$150 | \$150 | \$150 |
| Maximum Confinements per Calendar Year  | 6     | 6     | 6     |
| <b>PRIVATE FULL-TIME NURSING SERVICES BENEFIT</b>   |       |       |       |
| Per Day   | \$150 | \$150 | \$150 |
| Maximum Days per Confinement  | 5     | 5     | 5     |

**RADIATION THERAPY, CHEMOTHERAPY, AND IMMUNOTHERAPY BENEFIT**

|  |          |          |          |
|--|----------|----------|----------|
| Maximum per Covered Person per 12-month Period | \$20,000 | \$20,000 | \$20,000 |
|--|----------|----------|----------|

**RECOVERY AT HOME BENEFIT**

|   |       |       |       |
|---|-------|-------|-------|
| Per Day Not to Exceed the Number of Days Confined | \$150 | \$150 | \$150 |
| Maximum Days per Calendar Year                    | 15    | 15    | 15    |

**SKILLED NURSING CARE FACILITY BENEFIT**

|                                |       |       |       |
|--------------------------------|-------|-------|-------|
| Per Day                        | \$300 | \$300 | \$300 |
| Maximum Days per Calendar Year | 30    | 30    | 30    |

**SKIN CANCER INITIAL DIAGNOSIS BENEFIT**

|                  |       |       |       |
|------------------|-------|-------|-------|
| Per Diagnosis    | \$100 | \$100 | \$100 |
| Lifetime Maximum | 1     | 1     | 1     |

**THERAPY BENEFIT**

|                                |      |      |      |
|--------------------------------|------|------|------|
| Per Day of Therapy             | \$25 | \$25 | \$25 |
| Maximum Days per Calendar Year | 40   | 40   | 40   |

**TRANSPORTATION AND LODGING BENEFIT**

**Transportation**

|                                 |       |       |       |
|---------------------------------|-------|-------|-------|
| Per Trip                        | \$100 | \$100 | \$100 |
| Maximum Trips per Calendar Year | 12    | 12    | 12    |

**Lodging**

|                                |       |       |       |
|--------------------------------|-------|-------|-------|
| Per Day                        | \$100 | \$100 | \$100 |
| Maximum Days per Calendar Year | 100   | 100   | 100   |

**U.S. GOVERNMENT OR CHARITY HOSPITAL BENEFIT**

|                              |       |       |       |
|------------------------------|-------|-------|-------|
| Days 1 through 30            | \$300 | \$300 | \$300 |
| Additional Days              | \$600 | \$600 | \$600 |
| Maximum Days per Confinement | 31    | 31    | 31    |

**WAIVER OF PREMIUM BENEFIT**

|          |          |          |
|----------|----------|----------|
| Included | Included | Included |
|----------|----------|----------|

**Additional Benefit Riders:**

|   |         |
|---|---------|
| <b>Cancer Wellness Benefit Certificate Rider</b>  | Covered |
| <b>Continuity of Coverage Amendment</b>   | Covered |
| <b>Diagnosis of Cancer Benefit Certificate Rider</b>  | Covered |
| <b>Heart Attack or Stroke Benefit Certificate Rider</b>   | Covered |
| <b>Hospital Intensive Care For Accident or Sickness Benefit Certificate Rider</b>                 | Covered |
| <b>Membership Endorsement for Health Care Referral, Consultation, and Administration Services</b> | Covered |
| <b>Specified Disease Benefit Certificate Rider</b>  | Covered |
| <b>Surgical Treatment Benefit Certificate Rider</b>   | Covered |

## DEFINITIONS

**Active Employee, Actively at Work** means You are at work for pay on a permanent basis at least 15 hours per week performing the normal duties of Your job.

**Actual Charges** means the amount actually paid by or on behalf of the Covered Person and accepted by the provider for services provided.

**Bone Marrow or Stem Cell Transplant** means harvesting, storage, reinfusion or subsequent reinfusion of bone marrow or peripheral stem cells taken from a matched donor or Yourself, performed under general anesthesia or intravenous (IV) sedation.

**Calendar Month** means any of the named months, January through December.

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

**Cancer** means Carcinoma In Situ, leukemia or a malignant tumor characterized by uncontrolled cell growth and invasion or spread of malignant cells to distant tissue. Cancer is also defined as Cancer which meets the diagnosis criteria of malignancy established by the American Board of Pathology after a study of the histocytologic architecture or pattern of the suspect tumor, tissue, or specimen.

Carcinoma In Situ means a malignant tumor which is typically classified as Stage 0 Cancer, where the tumor cells still lie within the tissue of the site of origin without having invaded neighboring tissue.

The following are not considered Cancer:

- Pre-malignant conditions or conditions with malignant potential;
- Noninvasive basal cell carcinoma of the skin;
- Noninvasive squamous cell carcinoma of the skin; or
- Melanoma diagnosed as Clark's Level I or II or Breslow less than .75mm.

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

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

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

**Chemotherapy** means treatment with chemical substances that have a cancericidal effect for the purpose of the destruction of malignant cells during the treatment of Cancer.

**Child** means Your child who is a Dependent and for whom You elected coverage.

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

- Hospital
- Hospital Sub-Acute Intensive Care Unit
- Hospital ICU
- A stay of at least 20 hours in an Observation Unit.

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



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

**Date of Diagnosis** means the date the tissue specimen, blood samples or titer(s) are taken upon which a Covered Person receives a diagnosis of Cancer. If a pathological diagnosis cannot be made because it is medically inappropriate or life threatening, We will accept a clinical diagnosis.

**Dependent** means:

- Your Spouse, Domestic Partner, or Civil Union Partner; or
- Your newborn child; or
- Your unmarried natural child, legally adopted child, child in the waiting period prior to finalization of adoption by You, or step-child; under the age of 26; or
- Your unmarried grandchild under age 26 who is a dependent for federal income tax purposes; or.
- You or Your Spouse's child for whom You must provide medical support under Chapter 154, Family Code, or enforceable by a court of the state of Texas, or
- A disabled dependent child regardless of the age.

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

**Eligible Employee** means a person who is an Active Employee of the Employer.

**Experimental Treatment** means drugs, chemical substances or surgeries approved by the National Cancer Institute for experimental use for the treatment of Cancer.

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

**Home Health Care Agency** means an agency or organization that provides care and services in the Covered Person's residence and meets all of the following criteria:

- It is, where required, licensed, certified, and/or accredited as a Home Health Care Agency; and
- It provides Home Health Care services; and
- It is, where required by its licensure, certification and/or accreditation, supervised by a Registered Professional Nurse or a Licensed Social Worker; and
- It has employees who have appropriately specialized training; and
- It keeps plan of care records, including Physician's orders where appropriate, on all patients; and
- If providing Home Health Care services, it keeps clinical records on all patients.

**Hormonal Therapy** means medications that alter the production or levels of hormones to prevent the spread or recurrence of malignant cells.

**Hospice Care Facility** means an institution or part of an institution which is:

- Primarily engaged in providing care for terminally ill patients;
- Accredited by the National Hospice Organization; and
- Approved by Us as meeting established standards, including any licensing requirement of the state or locality in which it operates.

**Hospice Care Program, Hospice** means a coordinated, interdisciplinary program for meeting the special physical, psychological, spiritual and social needs of dying individuals and their families, by providing palliative and supportive medical, nursing, and other health services through home or inpatient care during the illness and bereavement. The program is provided to individuals who have no reasonable prospect of cure and as estimated by a Physician, have a life expectancy of not more than six months, and to the families of those individuals.

**Hospital** means an institution in the United States and its territories which meets all of the following requirements:

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

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

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

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

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

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

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

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

**Immediate Family** means:

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

**Immunotherapy** means Immunoglobulins or Colony-Stimulating Factors given as a part of a treatment regimen for Cancer to stimulate, restore, or boost the ability of the immune system to fight infection and disease.

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

**Maximum Benefit Amount** is the amount shown on the Schedule of Benefits. Total benefits payable under this Certificate are limited to the Maximum Benefit Amount for each Covered Person.

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

**Medical Equipment** means any equipment that provides therapeutic benefits that are:

- Principally used to serve a medical purpose;
- Designed for repeated use by more than one person; and
- Appropriate for use in the home.

Examples of Medical Equipment include but are not limited to: braces; canes; crutches; hospital beds; kidney machines; lifts, monitors; nebulizers; pressure mattresses; traction equipment; shower chairs; ventilators; walkers; and wheelchairs (electric and manual).

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

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

**Oncologist** means a Physician who specializes in the diagnosis and treatment Cancer.

**Physician** means an individual licensed to practice medicine by the Texas State board of Medical Examiners. This term includes a Doctor of Osteopathic Medicine

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

**Pre-existing Condition** means a condition for which a Covered Person received medical advice or treatment within the 12 months preceding the Certificate Effective Date.

**Private Duty Nursing Service** means care that is more individual and continuous care than is available from a visiting Home Health Agency nurse or routinely provided by the nursing staff or a Hospital or Skilled Nursing Facility.

**Radiation** means the following treatments for the purpose of the destruction of malignant cells during the treatment of Cancer:

- Tele radiotherapy, using either natural or artificially propagated radiation; or
- Interstitial or intracavitary application of radium or radioisotopes in sealed or non-sealed sources.

Office visits, laboratory tests, diagnostic x-rays, treatment planning, simulation, treatment devices, dosimetry, radiation physics, teletherapy, laser surgery or other procedures related to these treatments will not be considered Radiation.

**Skilled Nursing Facility** means a health care facility or a distinct part of a Hospital or other institution that meets all of the following standards:

- It operates under a license issued by the appropriate licensing agency to provide nursing care and related services; and
- It provides, in addition to room and board, 24-hour-a-day nursing care and related services on a continuing inpatient basis, to six or more individuals; and
- It provides on a formal prearranged basis, a Registered Professional Nurse on duty or on call at all times; and
- It provides, on a formal prearranged basis, that a duly licensed Physician will be available in case of emergency; and
- It has a planned program of policies and procedures developed with the advice of and periodically reviewed by, at least one Physician; and
- It maintains a clinical record of each patient.

The term Skilled Nursing Facility does not include a Hospice Facility or Hospital.

**Skin Cancer** means:

- Melanoma diagnosed as Clark's Level I or II or Breslow less than .75mm; or
- Noninvasive basal cell carcinoma of the skin; or
- Noninvasive squamous cell carcinoma of the skin.

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

**Total Disability, Totally Disabled** means You are:

- Unable to perform the material and substantial duties of Your job;
- Not, in fact, working at any job for pay or benefits; and
- Under the regular and appropriate care of a Physician for the treatment of Cancer.

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

**You or Your** means the Insured.

## ELIGIBILITY FOR BENEFITS

Benefits are paid according to the Schedule of Benefits and are subject to the conditions, limitations, exclusions, and waiting periods of this Certificate.

We will pay benefits for the treatment of Cancer including Skin Cancer where applicable if:

- A Covered Person receives treatment for Cancer or Skin Cancer while this Certificate is in force;
- The Cancer or treatment is not excluded by name or specific description in this Certificate; and
- The diagnosis is confirmed in the United States and its territories.

If Cancer is not pathologically or clinically diagnosed until after You die, We will only pay benefits for Cancer treatment performed during the 45-day period before Your death.

We will only pay benefits for Skin Cancer where specifically stated.

## CANCER BENEFITS

Refer to the Schedule of Benefits for benefit amounts and maximums and subject to the conditions, limitations, exclusions, and waiting periods of this Certificate. Capitalized terms are defined in the Definitions provision of this Certificate.

Benefits for Experimental Treatment will be provided the same way as treatment approved by the U.S. Food and Drug Administration. All treatment must be prescribed by a Physician for the treatment of Cancer.

### AIR AMBULANCE BENEFIT

We will pay this benefit if a licensed professional air ambulance company transports a Covered Person to or from a Hospital or between medical facilities where the Covered Person is Confined as an inpatient for the treatment for Cancer.

### ALTERNATIVE CARE BENEFIT

We will pay this benefit if a Covered Person receives services for alternative care during Cancer treatment. The care must be received for the purpose of alleviating the effects of Cancer or the effects of Cancer treatment itself. The care must be administered or prescribed by a licensed health care practitioner. This benefit is payable for care and treatment such as acupuncture, biofeedback, hypnosis, massage therapy, respiratory therapy, magnetic therapy, chiropractic care, transcutaneous electrical nerve stimulation, and herbal medicine. This benefit is not payable for Skin Cancer and is not available while the Hospice Benefit is payable for the Covered Person. This benefit is payable up to the maximum number of visits per Calendar Year shown on the Schedule of Benefits.

### AMBULANCE BENEFIT

We will pay this benefit if a Covered Person is transported by a professional or volunteer ambulance company to a Hospital and is admitted as an inpatient for the treatment of Cancer.

### ATTENDING PHYSICIAN BENEFIT

We will pay this benefit if a Covered Person requires the services of a Physician, other than a surgeon, while Confined in a Hospital for the treatment of Cancer. We will only pay for one Physician's visit per day even if the Covered Person is seen by more than one Physician.

### BLOOD, PLASMA, AND PLATELETS BENEFITS

We will pay this benefit if any Covered Person receives a transfusion of blood, plasma, or platelets, on an Inpatient or outpatient basis, during the treatment of Cancer.

### BONE MARROW OR STEM CELL DONATION BENEFIT

We will pay this benefit for each day the donor is Confined in a Hospital for the harvesting of bone marrow or stem cells used in a covered Bone Marrow or Stem Cell Transplant.

We will pay the Transportation Benefit and Lodging Benefit if the donor had to travel more than 50 miles from the Covered Person's residence.

#### **BONE MARROW OR STEM CELL TRANSPLANT BENEFIT**

We will pay this benefit if a Covered Person receives a Bone Marrow or Stem Cell Transplant for the treatment of Cancer.

#### **COUNSELING BENEFIT**

We will pay this benefit if a Covered Person receives behavioral or emotional counselling services during treatment of Cancer. The counselling services must be provided by a licensed mental health care professional. This benefit is not payable for Skin Cancer.

#### **FAMILY CARE BENEFIT**

We will pay this benefit if a Covered Person is Confined due to Cancer, and has expenses incurred for childcare or an Immediate Family member attending an Adult Daycare Facility or receiving Home Health Care. We will pay this benefit for each Dependent receiving childcare and/or each Immediate Family member attending an Adult Daycare Facility or receiving Home Health Care on any given day the Covered Person is Confined.

The Dependent receiving childcare or the Immediate Family member attending an Adult Daycare Facility or receiving Home Health Care, does not need to be a Covered Person for this benefit to be payable, but must meet the definition of Dependent or Immediate Family member.

#### **FAMILY MEMBER TRANSPORTATION AND LODGING BENEFIT**

We will pay this benefit for one adult family member to be near a Covered Person who is receiving Radiation Therapy, Chemotherapy, or Immunotherapy or Hormonal Therapy, Bone Marrow or Stem Cell Transplant, surgery or is Confined in a Hospital that is more than 50 miles away from the Covered Person's residence due to Cancer. Travel must be within the United States and its territories.

If the family member and the Covered Person who is receiving treatment travels in the same car or lodge in the same room, benefits for travel and lodging will only be paid under the Transportation and Lodging benefit.

If the Covered Person receives treatment while Confined, benefits for travel and/or lodging will be paid once per Hospital Confinement. If treatment is received on an outpatient basis, benefits for travel and/or lodging will be paid only on those days the Covered Person received outpatient treatment.

#### **FIRST CANCER BENEFIT**

We will pay this benefit upon receipt of the first covered claim for Cancer. Only one First Benefit will be paid per Certificate.

#### **GENETIC TUMOR TESTING BENEFIT**

We will pay this benefit if a Covered Person receives genetic tumor testing for the treatment of Cancer to help identify the genetic mutations and molecular pathways that drive a tumor's growth.

#### **HAIR PIECE BENEFIT**

We will pay this benefit if a Covered Person receives a hair piece or wig due to hair loss which was the result of Cancer treatment.

#### **HERITABLE CANCER SCREENING TEST BENEFIT**

We will pay this benefit if a Covered Person has a genetic cancer screening test for the treatment of Cancer to identify inherited genetic mutations.

#### **HOME HEALTH CARE BENEFIT**

We will pay this benefit for each day a Covered Person requires and receives Home Health Care prescribed by a Physician for the treatment of Cancer. Care must be rendered by a Home Health Care Agency as part of a plan of care established by the Physician and the Home Health Care Agency and begin within 14 days of a covered Hospital Confinement.

Physical, occupational, speech or audio therapy, or psychotherapy are not covered under this benefit.

This benefit will be paid for up to the same number of days benefits were paid for the Covered Person's preceding Hospital Confinement. If the Covered Person qualifies for coverage under the Hospice Care Benefit, the Hospice Care Benefit will be paid in lieu of this benefit.

#### **HORMONAL THERAPY BENEFIT**

We will pay this benefit if a Covered Person received Hormonal Therapy treatment prescribed by a Physician for the treatment of Cancer. This benefit is payable for drugs and medicines only.

#### **HOSPICE CARE BENEFIT**

We will pay this benefit if a Covered Person requires services provided as part of a Hospice Care Program.

Benefits are payable when the attending Physician certifies that:

- The Covered Person is terminally ill and has a life expectancy of six months or less; and
- Hospice is medically necessary.

The Hospice Care Benefit is payable whether or not the services are provided in a Hospice Care Facility.

#### **HOSPITAL CONFINEMENT BENEFIT**

We will pay this benefit for each day a Covered Person is Confined to a Hospital for the treatment of Cancer.

If We pay benefits for a period of Hospital Confinement and a Covered Person is Confined to a Hospital again within 30 days for the treatment of Cancer, We will treat this Confinement as a continuation of the prior Confinement.

If more than 30 days have passed between the periods of Hospital Confinement, We will treat this Confinement as a new Confinement.

We will not pay this benefit, the Hospital Confinement ICU Benefit, and the Hospital Confinement Sub-Acute Intensive Care Unit Benefit for the same day of Confinement. We will pay the higher of the three benefits.

For Dependent Children under the age of 21, the benefit amount is two (2) times the daily Hospital Confinement Benefit listed in the Schedule of Benefits.

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

We will pay this benefit for each day a Covered Person is Confined to a Hospital Intensive Care Unit for the treatment of Cancer.

If We pay benefits for a period of Hospital Confinement ICU and a Covered Person is Confined to a Hospital Intensive Care Unit again within 30 days for the treatment of Cancer, We will treat this Confinement as a continuation of the prior Confinement.

If more than 30 days have passed between the periods of Hospital Confinement ICU, We will treat this Confinement as a new Confinement.

We will not pay this benefit, the Hospital Confinement Benefit, and the Hospital Confinement Sub-Acute Intensive Care Unit Benefit for the same day of Confinement. We will pay the higher of the three benefits.

#### **HOSPITAL SUB-ACUTE INTENSIVE CARE UNIT BENEFIT**

We will pay this benefit if a Covered Person is Confined to a Hospital Sub-Acute Intensive Care Unit due to Cancer.

If a Covered Person is Confined in a Hospital Sub-Acute Intensive Care Unit and is Confined once again within 30 days for the treatment of Cancer, We will treat this Confinement as a continuation of the prior Confinement.

If more than 30 days have passed between the periods of Hospital Confinement Sub-Acute Intensive Care Unit, We will treat this Confinement as a new Confinement.

We will not pay this benefit, the Hospital Confinement Benefit, and the Hospital Confinement ICU Benefit for the same day of Confinement. We will pay the higher of the three benefits.

#### **MEDICAL EQUIPMENT BENEFIT**

We will pay this benefit if a Physician prescribes the use of Medical Equipment for a Covered Person for the treatment of Cancer.

This benefit will not be paid for medical equipment used while the Covered Person is Hospital Confined.

#### **MEDICAL IMAGING BENEFIT**

We will pay this benefit if a Covered Person has been diagnosed with Cancer and subsequently receives either a:

- Magnetic Resonance Imaging (MRI);
- Computed Tomography (CT) scan;
- Computed Axial Tomography (CAT Scan); or
- Positron Emission Tomography (PET or Bone Scan).

The imaging must be performed due to Cancer or for the treatment of Cancer and must be prescribed by of a Physician.

#### **NATIONAL CANCER INSTITUTE DESIGNATED COMPREHENSIVE CANCER TREATMENT CENTER EVALUATION/CONSULTATION BENEFIT**

We will pay this benefit if a Covered Person receives a diagnosis of Cancer and seeks an evaluation or consultation at a National Cancer Institute designated Comprehensive Cancer Treatment Center for the purpose of obtaining treatment options. If the Comprehensive Treatment Center is located more than 50 miles from the Covered Person's place of residence, We will also pay the Transportation Benefit and Lodging Benefit.

This benefit is not payable on the same day the Second or Third Surgical Opinion Benefit is payable.

#### **NON-SURGICAL PROSTHESIS BENEFIT**

We will pay this benefit if a Covered Person is prescribed and receives an artificial limb or other non-surgically implanted prosthetic device to restore body contour or normal body function as a result of Cancer.

Examples of non-surgical prosthetic devices include but are not limited to voice boxes, breast prosthesis, mastectomy bras, and artificial limbs.

We will pay for no more than one of the same type of prosthetic device or artificial limb per site.

#### **PHARMACOGENOMIC (PGX) SCREENING TEST BENEFIT**

We will pay this benefit if a Covered Person receives a PGX test for the treatment of Cancer to help identify how they will respond to medications based on their genes.

#### **PRESCRIPTION DRUG INPATIENT BENEFIT**

We will pay this benefit if a Covered Person receives prescription medication due to Cancer while Confined. The prescription medicine must be prescribed by a Physician and dispensed by a licensed pharmacist.

Medication recommended by a Physician that is available without a prescription (over the counter) will not be covered. This benefit is not payable for therapeutic devices or appliances.

#### **PRIVATE FULL-TIME NURSING SERVICES BENEFIT**

We will pay this benefit for each day a Covered Person receives full time nursing services (other than those regularly furnished by the Hospital) which are required and authorized by a Physician while Confined in a Hospital for the treatment of Cancer.



Private Full-time Nursing must be performed by a registered nurse (RN), a licensed practical or a licensed vocational nurse.

Nursing services performed by Family Members or provided by the Hospital are not covered.

### **RADIATION THERAPY, CHEMOTHERAPY, IMMUNOTHERAPY BENEFIT**

We will pay the Actual Charges up to the amount shown in the Schedule of Benefits when the Covered Person receives Radiation, Chemotherapy, or Immunotherapy. The 12-month period begins on the first day the Covered Person receives covered Radiation Therapy, Chemotherapy, or Immunotherapy.

This benefit does not cover other procedures related to Radiation, Chemotherapy, or Immunotherapy treatment such as treatment planning, treatment management or consultation. Design and construction of treatment devices, radiation dosimetry calculation, lab tests, x-rays, scans, medical supplies and equipment used in administration (IV solutions, needles, dressings, pumps, catheters, etc.) are not covered under this benefit. This benefit does not include any anti-nausea or pain medication, or administration thereof, or any drugs or medicines covered under the Hormone Therapy Benefit.

### **RECOVERY AT HOME BENEFIT**

We will pay this benefit if a Covered Person needs to engage the services of a Private Duty Nursing Service following Confinement in a Hospital for the treatment of Cancer. These services are provided by a Registered Nurse (RN) or Licensed Practical Nurse (LPN), under the direction of a Physician, in the Covered Person's residence.

We will not pay the Private Duty Nursing Benefit and the Home Health Care Benefit for the same day. When applicable, We will pay the higher of the two benefits.

Nursing services performed by Family Members or provided by the Hospital are not covered.

### **SKILLED NURSING CARE FACILITY BENEFIT**

We will pay this benefit for each day a Covered Person is Confined in a Skilled Nursing Facility due to Cancer. Such Confinement must be prescribed by a Physician; and must begin within 14 days after a Hospital Confinement. This benefit will be paid for up to the same number of days benefits that were paid for the Covered Person's most recent Confinement.

### **SKIN CANCER INITIAL DIAGNOSIS BENEFIT**

We will pay this benefit if a Covered Person is diagnosed with Skin Cancer if:

- The Date of Diagnosis is while this Certificate is in force; and
- The Skin Cancer is diagnosed after the Waiting Period; and
- The Skin Cancer is not excluded by name or specific description in this Certificate.

This benefit is limited to one payment per Covered Person's per lifetime.

### **THERAPY BENEFIT**

We will pay this benefit If a Physician advises a Covered Person to seek physical, occupational, speech, or audio therapy. These therapies must be as a result of Cancer or for the treatment of Cancer and be performed by a caregiver licensed in physical, occupational, speech, or audio therapy. If two or more therapies occur on the same day, only one benefit amount will be paid.

We will pay this benefit per day of therapy per Covered Person, up to the maximum days listed in the Schedule of Benefits.

### **TRANSPORTATION AND LODGING BENEFIT**

We will pay this benefit if a Covered Person must travel at least 50 miles from their residence to receive Radiation Therapy, Chemotherapy, or Immunotherapy or Hormonal Therapy, Bone Marrow or Stem Cell Transplant, surgery or is Confined in a Hospital due to Cancer. Treatment or Confinement must be prescribed by a Physician and not be available within a 50 mile radius of the Covered Person's residence. Travel must be within the United States and its territories.

If treatment is received on an outpatient basis, We will also pay the amount shown on the Schedule of Benefits, subject to the maximum number of days, for the Covered Person's lodging in a single room in a hotel/motel while the Covered Person is receiving the treatment.

If the Covered Person receives treatment while Confined, benefits for transportation will be paid once per Hospital Confinement. Benefits for lodging will be paid only on those days the Covered Person received outpatient treatment.

**U.S. GOVERNMENT OR CHARITY HOSPITAL BENEFIT**

If an itemized list of services is not available, We will pay this benefit for each day a Covered Person is Confined due to the treatment of Cancer in:

- A Hospital owned and operated by or for the United States Government (including the Veteran's Administration); or
- A charity Hospital that does not charge for the services it provides.

For the days this benefit is payable, it will be paid in lieu of all other benefits under this Certificate and riders, if any, except for the following:

- Air Ambulance Benefit; and.
- Ambulance Benefit; and.
- Cancer Wellness Benefit; and.
- Diagnosis of Cancer Benefit Rider; and.
- Family Care Benefit; and.
- Transportation and Lodging Benefit.

**WAIVER OF PREMIUM BENEFIT**

We will waive the premiums starting on the first premium due date following a 60-day period of Total Disability of the Insured due to Cancer. The Insured must:

- Be receiving treatment for such Cancer for which benefits are payable under this Certificate; and
- Remains Totally Disabled for 60 consecutive days.

We will waive premiums for as long as the Insured remains Totally Disabled. Premiums will be waived in accordance with the mode of payment in effect when treatment began.

## EXCLUSIONS

No benefits will be paid for services rendered by a member of the Immediate Family of a Covered Person. This exclusion does not apply to dental services.

We will not pay benefits for other conditions or diseases, except losses due directly from Cancer or Skin Cancer.

We will not pay Benefits for Cancer or Skin Cancer:

- If the diagnosis or treatment of Cancer is received outside of the territorial limits of the United States and its possessions. Benefits will be payable if the Covered Person returns to the territorial limits of the United States and its possessions, and a Physician confirms the diagnosis or receives treatment.

## PREMIUMS

### PAYMENT OF PREMIUM

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

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

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

### GRACE PERIOD

A Grace Period of 60 days will be allowed for the payment of each Premium. The Certificate will remain in effect during the Grace Period, unless the Participating Entity gives Us advance notice of termination. If any premium is unpaid at the end of the Grace Period, coverage shall automatically terminate and this Certificate will no longer be in force.

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

### PREMIUM CHANGES

We have the right to change the premium rates on any premium due date in accordance with the terms of the Policy. If the rates are changed, We will give at least 120 days advance notice to the Participating Entity, or to You if the portability coverage is in effect..

### UNPAID PREMIUM

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

### REFUND OF PREMIUM AT DEATH

Upon notice of Your death, We will refund to the Beneficiary the portion of any premium that applies to a period beyond the end of the date of Your death.

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

### **ELIGIBILITY FOR COVERAGE**

You are eligible for coverage under this Certificate if:

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

A Dependent is eligible for coverage on the later of:

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

A Dependent is deemed to be acquired as follows:

- Spouse: On the date of the marriage or the date the Eligible Dependent becomes Your Domestic Partner or Civil Union Partner.
- Natural Child: On the date of birth.
- Adopted Child: On the earlier of the date the child is placed in Your custody pursuant to an interim or permanent court order of adoption or the date You become party in a suit to adopt the child.
- Stepchild: On the date of the Your marriage to the child's parent.
- Grandchild: On the date the child is dependent on You or Your Spouse for Federal Income Tax purposes.

### **ADDITION OF ELIGIBLE DEPENDENTS**

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

### **EFFECTIVE DATE**

Your coverage will start on the Certificate Effective Date.

## **TERMINATION OF COVERAGE**

Your coverage will terminate at the earliest of:

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

Dependent coverage will terminate at the earliest of:

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

## **CONTINUATION FOR INCAPACITATED CHILDREN**

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

You must submit a notice of the Dependent child's incapacity. Coverage for an incapacitated Dependent child will end on the earliest of:

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

## **PORTABILITY PRIVILEGE**

We will provide cancer insurance portability coverage subject to these Provisions.

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

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

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

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

## CLAIM PROVISIONS

### NOTICE OF CLAIM

A notice of claim must be given to Us at Our Policyholder Service Address, Policyholder Service Web Portal, in a written form, or Our Telephone Number as shown on the first page of this Certificate or as otherwise designated by Us within 30 days after the treatment of Cancer. If notice is not given within that time, it must be given as soon as reasonably possible. Notice must be received by Us. The notice should include Your name, address, telephone number, and Group Number shown on the Certificate Identification page.

### CLAIM FORMS

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

### PROOF OF LOSS

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

### TIME OF PAYMENT OF CLAIMS

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

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

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

All claims will be paid or denied immediately but not later than 60 days after receiving the claim.

### PAYMENT OF CLAIMS

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

Benefits paid on behalf of a child or children under this coverage shall be paid to the Texas Health and Human Services Commission after written notice to Us if: (1) the parent who is a member of a group is: (A) possessory conservator of the child under an order issued by a court in Texas or is not entitled to possession of or access to the child; and (B) is required by court order or court-approved agreement to pay child support; (2) the Texas Health and Human Services Commission is paying benefits on behalf of the children under Chapter 31 or 32, Human Resources Code; and (3) We are notified through an attachment to the claim for insurance benefits when the claim is first submitted to Us that the benefits must be paid directly to the Texas Health and Human Services Commission.

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

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

For a minor child who qualifies as a Dependent of a group member, We may pay benefits on the child's behalf to a person who is not a group member if an order providing for the appointment of a possessory or managing

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

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

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

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

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

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

#### **EXTENSION OF BENEFITS**

Coverage under this Certificate will continue if a Covered Person is totally disabled or Confined due to Cancer on the date coverage ends due to termination or discontinuance of the Policy. This continuation of coverage will end on the earliest of:

- the date the Covered Person is no longer totally disabled or Confined;
- the date the Covered Person's coverage is replaced with coverage by another carrier that provides a level of benefits that is at least substantially equal to the level of benefits provided under the Policy; or
- 90 days from the date the Policy terminates.

Benefits payable during this extension of coverage are subject to the regular benefits limits of this Certificate. Premiums will continue to be due during the is extension of coverage.

For the purpose of this provision only, totally disabled means the complete inability of the Covered Person to perform all of the substantial and material duties and functions of the individual's occupation and any other gainful occupation in which the Covered Person earns substantially the same compensation earned before the disability. With respect to covered Eligible Dependents, totally disabled means Hospital Confined.

## GENERAL PROVISIONS

### ENTIRE CONTRACT

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

### INCONTESTABILITY

The validity of the Certificate may not be contested after the Certificate has been in force for two years. In the absence of fraud, a statement made by any individual covered by the Certificate is considered a representation and not a warranty. We will not use any statements in the enrollment form to deny a claim or to contest the validity of this Certificate unless We provide You, Your beneficiary or legal representative with a copy of the enrollment form.

### LEGAL ACTIONS

No legal action can be brought to recover benefits under this Certificate for at least 60 days after You have given Us Proof of Loss, nor after the expiration of three (3) years after the date written Proof of Loss is required to be given.

### CONFORMITY WITH STATE STATUTES

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

### MISSTATEMENT OF AGE

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

### ASSIGNMENT OF BENEFITS

Any assignment of benefits under your coverage must be in writing. We shall not be deemed to have knowledge of any assignment unless the original or a duplicate thereof is filed at the Home Office. We assume no responsibility for the validity or sufficiency of any assignment.

### BENEFICIARY

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

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

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

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

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



**PHYSICAL EXAMINATION AND AUTOPSY**

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

**NOTICE**

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

# CHUBB®

## ACE Property & Casualty Insurance Company

Home Office Address: 436 Walnut Street • Philadelphia, PA 19106  
Policyholder Service Address: PO Box 6703, Scranton, PA 18505-0703  
Claims Service Address: PO Box 6700, Scranton, PA 18505-0700  
Telephone Number: 1-866-445-8874

### CANCER WELLNESS BENEFIT CERTIFICATE RIDER

#### RIDER SCHEDULE

|  |   |
|--|---|
| <b>Rider Issue Date:</b>               | <b>September 01, 2024</b>   |
| <b>Cancer Wellness Benefit Amount:</b> | <b>\$50</b>   |
| <b>Maximum Days of Service:</b>        | <b>1 day(s) of service per Covered Person per calendar year</b><br>The first calendar year begins on the Certificate Effective Date and continues through December 31 of that year.<br><br>Subsequent calendar years begin on January 1 and continue through December 31. |
| <b>Follow-up Test Benefit Amount:</b>  | <b>\$100</b>  |

#### RIDER PROVISIONS

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

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

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

#### DEFINITIONS

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

## BENEFITS

### Cancer Wellness Benefit

We will pay this benefit if a Covered Person undergoes one or more of the cancer screening tests or procedures after the Waiting Period and shown in the Schedule for Cancer Wellness Benefit, while this Rider is in force up to the Maximum Days of Service.

### Follow-up Test Benefit

We will pay this benefit if a Covered Person receives an abnormal result from one of the covered Wellness tests and it is determined that a follow-up test is prescribed by a Physician while this Rider is in force. This benefit is payable once per Covered Person per calendar year.

#### Schedule for Cancer Wellness Benefit

|  |  |
|--|--|
| Biopsy   | Mammography  |
| Breast Ultrasound  | Pap Smear  |
| Breast MRI   | PSA (blood test for prostate cancer)                   |
| CA 15-3 (blood test for breast cancer)                       | Serum cholesterol test to determine HDL and LDL levels |
| CA-125 (blood test for ovarian cancer)                       | Serum protein electrophoresis (blood test for myeloma) |
| CEA (carcinoembryonic antigen – blood test for colon cancer) | Skin cancer biopsy                                     |
| Chest X-Ray  | Thermography   |
| Colonoscopy  | Thin prep pap test                                     |
| Flexible Sigmoidoscopy                                       | Virtual colonoscopy                                    |
| Hemoccult stool analysis                                     | Whole Body Skin Cancer Screening                       |
| Human Papilloma Virus Test                                   | X-ray  |

Over time, We may add covered Wellness Tests at our option to adjust to advances in medical technology.

For ACE Property & Casualty Insurance Company



John J. Lupica, President



Brandon Peene, Secretary

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Telephone Number: 1-866-445-8874

### AMENDMENT

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

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

#### CONTINUITY OF COVERAGE

If the Certificate replaced another Cancer Indemnity certificate or individual policy, Your coverage under the Certificate shall not limit or exclude coverage for a Pre-existing Condition that would have been covered under the policy being replaced.

- Benefits payable for a Pre-existing Condition will be the higher of the benefits that would have been payable under the terms of the prior coverage if it had remained in force; or the benefits payable under the Certificate.
- Time periods applicable to Pre-existing Conditions will be waived to the extent that similar limitations or exclusions were satisfied under the coverage being replaced.

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

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

For ACE Property & Casualty Insurance Company



John J. Lupica, President



Brandon Peene, Secretary

**CHUBB®**

**ACE Property & Casualty Insurance Company**

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**DIAGNOSIS OF CANCER BENEFIT  
CERTIFICATE RIDER**

**RIDER SCHEDULE**

|                                     |                            |                           |                               |
|-------------------------------------|----------------------------|---------------------------|-------------------------------|
| <b>Rider Issue Date:</b>            | <b>September 01, 2024</b>  |                           |                               |
| <b>Diagnosis of Cancer Benefit:</b> | <b>Insured</b><br>\$10,000 | <b>Spouse</b><br>\$10,000 | <b>Child(ren)</b><br>\$15,000 |

**RIDER PROVISIONS**

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

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

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

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

## DEFINITIONS

**Complete Remission** is defined as having no Symptoms and no Signs that can be identified to indicate the presence of Cancer.

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

## DIAGNOSIS OF CANCER BENEFIT

We will pay this benefit if a Covered Person's Date of Diagnosis for Cancer occurs on or after the Rider Issue Date. If the Covered Person had a previous diagnosis of Cancer, they must be in Complete Remission for at least 12 months prior to the newest diagnosis for this benefit to be payable. This benefit is payable only once per Covered Person.

## PRE-EXISTING CONDITION LIMITATION

A Pre-existing Condition is not covered unless the date of diagnosis for such condition is at least 12 months after the Rider Issue Date.

## EXCLUSIONS

No benefits will be paid for:

- A diagnosis of Cancer received outside of the United States and its territories;
- If the Date of Diagnosis is prior to Rider Issue Date; or
- For the diagnosis of Skin Cancer.

For ACE Property & Casualty Insurance Company



John J. Lupica, President



Brandon Peene, Secretary

# CHUBB®

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Telephone Number: 1-866-445-8874

## HEART ATTACK OR STROKE BENEFIT CERTIFICATE RIDER

### RIDER SCHEDULE

|                                       |                           |               |                   |
|---------------------------------------|---------------------------|---------------|-------------------|
| <b>Rider Issue Date</b>               | <b>September 01, 2024</b> |               |                   |
| <b>BENEFITS:</b>                      | <b>Insured</b>            | <b>Spouse</b> | <b>Child(ren)</b> |
| <b>Heart Attack or Stroke Benefit</b> | \$10,000                  | \$10,000      | \$15,000          |
| <b>Recurrence Benefit</b>             | \$5,000                   | \$5,000       | \$7,500           |

### RIDER PROVISIONS

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

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

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

### DEFINITIONS

**Heart Attack** means acute heart muscle death confirmed by a Physician.

A Heart Attack diagnosis must include 2 or more of the following:

- Electrocardiogram (EKG) changes; or
- High specificity blood biomarker rise and fall such as Troponin I, or any such biomarker providing equal specificity; or
- Positive cardiac catheterization; or
- Imaging techniques, such as thallium scans, MUGA scans or stress echocardiograms, demonstrating new function loss.

At least one abnormal biomarker value is required to distinguish from other cardiac or non-cardiac origin.

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

**Stroke** means an acute or subacute event of a sudden neurologic impairment of sensory or motor functions due to acute occlusion or hemorrhage of a cerebral artery, resulting in permanent damage to the nervous system, confirmed by new neuroimaging.

Stroke does not mean transient ischemic attack, or chronic cerebrovascular insufficiency.

## BENEFITS

### HEART ATTACK OR STROKE BENEFIT

We will pay this benefit if a Covered Person has a Heart Attack or Stroke. The Heart Attack or Stroke must occur on or after the Rider Issue Date and while this Rider is in force. The Heart Attack or Stroke must be diagnosed by a Physician.

We will pay this benefit only once for a Heart Attack per Covered Person. We will pay this benefit only once for a Stroke per Covered Person.

### RECURRENCE BENEFIT

We will pay this benefit when a Covered Person has a recurrence of a Heart Attack or Stroke if:

- The Heart Attack or Stroke Benefit was payable for the Covered Person;
- The date of diagnosis of the recurrence is 6 months or more after any previous date of diagnosis for Heart Attack or Stroke; and
- The date of diagnosis of the recurrence is while coverage under this Rider is in force.

## PRE-EXISTING CONDITION LIMITATION

A Pre-existing Condition is not covered unless the date of diagnosis for such condition is at least 12 months after the Rider Issue Date.

## EXCLUSIONS

No benefits will be paid for services rendered by a member of the Immediate Family of a Covered Person.

No benefits will be paid for:

- A Heart Attack or Stroke that is diagnosed prior to the Rider Issue Date;
- A diagnosis received outside of the United States and its territories.

No benefits will be paid for losses that are caused by, contributed to, or occur as a result of a Covered Person's:

- Being under the influence of alcohol, drugs, or narcotics not prescribed by a Physician, or not used in the manner prescribed by the Physician; or.
- Participating in war or any act of war, whether declared or undeclared or serving in any of the armed forces or unit's auxiliary thereto.

For ACE Property & Casualty Insurance Company



John J. Lupica, President



Brandon Peene, Secretary



# CHUBB®

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Policyholder Service Address: PO Box 6703, Scranton, PA 18505-0703  
Claims Service Address: PO Box 6700, Scranton, PA 18505-0700  
PORTAL WEB ADDRESS • Telephone Number: 1-866-445-8874

## HOSPITAL INTENSIVE CARE FOR OTHER THAN CANCER BENEFIT CERTIFICATE RIDER

### RIDER SCHEDULE

|  |                           |               |                   |
|--|---------------------------|---------------|-------------------|
| <b>Rider Issue Date:</b>   | <b>September 01, 2024</b> |               |                   |
| <b>BENEFITS:</b>   | <b>Insured</b>            | <b>Spouse</b> | <b>Child(ren)</b> |
| <b>Hospital Confinement ICU for Accident or Sickness Benefit</b> |                           |               |                   |
| Per Day  | \$200                     | \$200         | \$200             |
| Maximum Number of Days per Confinement                           | 30                        | 30            | 30                |

### RIDER PROVISIONS

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

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

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

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

### DEFINITIONS

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

- Occurs on or after the Rider Issue Date; and
- Occurs while this Rider is in Force; and
- Is not excluded by name or specific description in this Rider.

No benefits are payable for any treatment or expenses incurred prior to the Rider Issue Date.

**Injury** means an accidental bodily injury that resulted from an Accident. It does not include Sickness, disease, or bodily infirmity.

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

**Sickness** means an illness, infection, disease, or any other abnormal physical condition other than Cancer and Specified Diseases, not caused by an accident that:

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

No benefits are payable for any treatment or expenses incurred prior to the Rider Issue Date.

## HOSPITAL CONFINEMENT ICU BENEFITS

### Hospital Confinement ICU for Accident or Sickness Benefit

We will pay this benefit for each day a Covered Person is Confined in a Hospital ICU due to an Accident or Sickness.

If a Covered Person is Confined in a Hospital ICU and is Confined in a Hospital ICU once again within 30 days due to an Accident or Sickness, We will treat this Confinement as a continuation of the prior Confinement.

If more than 30 days have passed between the periods of Hospital Confinement ICU, We will treat this Confinement as a new Confinement.

We will not pay the Hospital Confinement ICU Benefit for Accident or Sickness Benefit, Hospital Confinement Benefit, Hospital Confinement ICU Benefit, Hospital Confinement Sub-Acute Intensive Care Benefit, Hospital Confinement for Specified Disease Benefit for the same day. We will pay the benefit with the highest benefit amount.

## EXCLUSIONS

No benefits will be paid for losses that are caused by, contributed to, or occur as a result of a Covered Person's:

- Cancer;
- Specified Disease;
- Injuring oneself intentionally or committing or attempting to commit suicide, whether sane or not;
- Being under the influence of alcohol, drugs, or narcotics not prescribed by a Physician, or not used in the manner prescribed by the Physician;
- Committing or attempting to commit a felony or engaging in an illegal occupation or activity;
- Participating in war or any act of war, whether declared or undeclared or serving in any of the armed forces or unit's auxiliary thereto; or.
- Active participation in a riot. This does not include civil commotion or disorder, injury as an innocent bystander, or injury for self-defense.

For ACE Property & Casualty Insurance Company



John J. Lupica, President



Brandon Peene, Secretary

# CHUBB®

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Policyholder Service Address: PO Box 6703, Scranton, PA 18505-0703  
Claims Service Address: PO Box 6700, Scranton, PA 18505-0700  
Telephone Number: 1-800-544-9382

## MEMBERSHIP ENDORSEMENT FOR HEALTH CARE REFERRAL, CONSULTATION AND ADMINISTRATION SERVICES

### ENDORSEMENT SCHEDULE

**Endorsement Issue Date:**

**September 01, 2024**

### ENDORSEMENT PROVISIONS

In addition to the insurance coverage, We may offer noninsurance benefits and services to You. Your access to these benefits and services is included with Your insurance coverage and does not require enrollment or premium payment. You should contact the Participating Entity for more information on the services available on their plan.

This Membership Endorsement (“Endorsement”) is attached to and forms part of the Cancer Indemnity Insurance Certificate (“Certificate”). This Endorsement was issued on the basis that the information provided by the Participating Entity and any information provided by You are correct and complete.

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

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

ACE Property & Casualty Insurance Company will provide a membership to You and any of your Eligible Dependents in a health care referral, consultation, and advocacy service through a vendor.

Membership in health care referral, consultation, and advocacy services includes, but is not limited to, a Covered Persons to access the following services:

- **Kindly Human**
  - o Referral for peer to peer services.

You can obtain a description and contact information for noninsurance benefits and services provided in this Endorsement by visiting <https://www.chubb.com/us-en/claims/ci-home.aspx>.

The services provided under this Membership Endorsement are offered by third party vendors and are intended only as referral, consultation, and advocacy services. While Chubb has arranged these benefits and services, the third party providers are liable to You for the provision of such benefit and services. No medical advice or treatment are being offered or provided by Us, nor are We endorsing the quality of any Physician or other health care provider selected through these services. You are not required to use these services to receive benefits under the Policy.

**Termination of Endorsement and Vendor Changes.** This Endorsement is annually renewable by Us at our discretion. We reserve the right to change vendors for the above services, terminate a service, or terminate this Endorsement, including membership, at any time.

This Endorsement, including membership, will terminate at the earliest of the following:

- Termination of the Certificate to which this Endorsement is attached; or
- Forty-five (45) days after written notice of termination by Us has been sent to You at Your last known address.

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

For ACE Property & Casualty Insurance Company



John J. Lupica, President



Brandon Peene, Secretary

# CHUBB®

## ACE Property & Casualty Insurance Company

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

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

Telephone Number: 1-866-445-8874

### SPECIFIED DISEASE BENEFIT CERTIFICATE RIDER

#### RIDER SCHEDULE

**Rider Issue Date:** September 01, 2024

| <b>BENEFITS:</b>  | <b>Insured</b> | <b>Spouse</b> | <b>Child(ren)</b> |
|---|----------------|---------------|-------------------|
| <b>Hospital Confinement for Specified Disease Benefit</b> |                |               |                   |
| Per Day - Days 1 through 30                               | \$300          | \$300         | \$300             |
| Additional Days   | \$600          | \$600         | \$600             |
| Maximum Days per Confinement                              | 31             | 31            | 31                |

#### RIDER PROVISIONS

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

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

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

#### DEFINITIONS

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

## SCHEDULE OF COVERED SPECIFIED DISEASES

|   |  |   |
|---|--|---|
| Addison's Disease   | Legionnaire's Disease  | Scarlet Fever                                       |
| Amyotrophic Lateral Sclerosis                             | Lupus Erythematosus  | Scleroderma   |
| Botulism  | Lupus Erythematosus  | Sickle Cell Anemia                                  |
| Bovine Spongiform Encephalopathy                          | Malaria  | Tay-Sachs Disease                                   |
| Brucellosis   | Multiple Sclerosis   | Tetanus   |
| Bubonic Plague  | Muscular Dystrophy   | Thalassemia   |
| Budd-Chiari Syndrome                                      | Myasthenia Gravis  | Toxic Epidermal Necrolysis                          |
| Cerebral Palsy  | Necrotizing Fasciitis  | Toxic Shock Syndrome                                |
| Cerebrospinal Meningitis (bacterial)                      | Niemann-Pick Disease   | Tuberculosis  |
| Cholera   | Osteomyelitis  | Tularemia   |
| Cystic Fibrosis   | Poliomyelitis  | Typhoid Fever                                       |
| Diphtheria  | Primary Biliary Cirrhosis                                      | Undulant Fever                                      |
| Encephalitis  | Primary Sclerosing Cholangitis (Walter Payton's Liver Disease) | variant Creutzfeldt-Jakob disease (mad cow disease) |
| Epilepsy  | Q Fever  | West Nile Virus                                     |
| Hansen's Disease  | Rabies   | Whipple's Disease                                   |
| Hepatitis (Chronic B or C with liver failure or hepatoma) | Reye's Syndrome  | Whooping Cough                                      |
| Histoplasmosis  | Rheumatic Fever  | Yellow Fever  |
| Huntington's Chorea                                       | Rocky Mountain Spotted Fever                                   |   |

### BENEFITS

#### HOSPITAL CONFINEMENT FOR SPECIFIED DISEASE BENEFIT

We will pay this benefit for each day a Covered Person is Confined to a Hospital for the treatment of Specified Disease.

If We pay benefits for a period of Hospital Confinement and a Covered Person is Confined to a Hospital again within 30 days for the treatment of a Specified Disease, We will treat this Confinement as a continuation of the prior Confinement.

If more than 30 days have passed between the periods of Hospital Confinement, We will treat this Confinement as a new Confinement.

We will not pay this benefit or the Hospital Confinement ICU for Accident or Sickness Benefit for the same day of Confinement. We will pay the higher of the two benefits.

There is no limit to the number of days any Covered Person can receive benefits for being Confined to a Hospital for the treatment of Specified Disease.

### EXCLUSIONS

No benefits will be paid for:

- Loss due to any disease or illness other than those listed as covered Specified Diseases;
- Care and treatment received outside of the United States and its territories;
- Treatment that has not been approved by a Physician as being medically necessary; or
- Losses incurred prior to the Rider Issue Date.

For ACE Property & Casualty Insurance Company



John J. Lupica, President



Brandon Peene, Secretary

# CHUBB®

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Telephone Number: 1-866-445-8874

### SURGICAL TREATMENT BENEFIT CERTIFICATE RIDER

#### RIDER SCHEDULE

| <b>Rider Issue Date</b>                            | <b>September 01, 2024</b> |               |                   |
|--|---------------------------|---------------|-------------------|
| <b>BENEFITS:</b>                                   | <b>Insured</b>            | <b>Spouse</b> | <b>Child(ren)</b> |
| <b>Anesthesia Benefit</b>                          |                           |               |                   |
| General Anesthesia (percentage of Surgery Benefit) | 25%                       | 25%           | 25%               |
| <b>Outpatient Surgery Facility Service Benefit</b> |                           |               |                   |
| Per Day  | \$600                     | \$600         | \$600             |
| Maximum Benefits per Calendar Year                 | 4                         | 4             | 4                 |
| <b>Preventative Surgery Benefit</b>                |                           |               |                   |
| Lifetime Maximum                                   | \$150<br>1                | \$150<br>1    | \$150<br>1        |
| <b>Reconstructive Surgery Benefit</b>              |                           |               |                   |
| Breast TRAM flap                                   | \$2,000                   | \$2,000       | \$2,000           |
| Breast Reconstruction                              | \$500                     | \$500         | \$500             |
| Breast Symmetry                                    | \$500                     | \$500         | \$500             |
| Facial Reconstruction                              | \$500                     | \$500         | \$500             |
| <b>Second and Third Surgical Opinion Benefit</b>   |                           |               |                   |
| Second Surgical Opinion                            | \$300                     | \$300         | \$300             |
| Third Surgical Opinion                             | \$300                     | \$300         | \$300             |
| Lifetime Maximum                                   | 2                         | 2             | 2                 |
| <b>Skin Cancer Surgery Benefit</b>                 |                           |               |                   |
| Biopsy only  | \$100                     | \$100         | \$100             |
| Reconstructive Surgery                             | \$100                     | \$100         | \$100             |
| Excision of a skin cancer                          | \$100                     | \$100         | \$100             |
| Excision of a skin cancer with flap or graft       | \$100                     | \$100         | \$100             |
| <b>Surgical Prosthesis Benefit</b>                 |                           |               |                   |
| Per Device   | \$3,000                   | \$3,000       | \$3,000           |
| Lifetime Maximum Benefit Amount                    | \$3,000                   | \$3,000       | \$3,000           |

#### RIDER PROVISIONS

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

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

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

## DEFINITIONS

**Ambulatory Surgical Center** means a licensed surgical center consisting of an operating room; facilities for the administration of general anesthesia; and a post-surgery recovery room in which the patient is admitted and discharged within a period of less than 24 hours.

**Reconstructive Surgery** means surgery for the purpose of reconstruction of anatomic defects that result from treatment of Cancer.

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

## SURGICAL TREATMENT BENEFITS

### **Anesthesia Benefit**

We will pay this benefit when a Covered Person receives anesthesia for a surgery for the treatment of Cancer in which a Surgery Benefit is payable. The anesthesia must be administered by a licensed anesthesiologist or a certified registered nurse anesthetist (CRNA).

We will pay this benefit based on the Benefit Amount and Maximum Benefits shown in the Rider Schedule.

If a Covered Person has more than one surgical procedure performed at the same time, we will pay only one Anesthesia benefit. We will pay the Anesthesia Benefit for the highest surgical procedure performed. Surgical procedures for Skin Cancer are not covered under this benefit.

### **Outpatient Surgery Facility Service Benefit**

We will pay this benefit for each day a Covered Person has surgery as an outpatient in a Hospital or an Ambulatory Surgical Center for the treatment of Cancer. This does not include surgery received in the emergency room or while Confined.

We will pay this benefit based on the Benefit Amount and Maximum Benefits per Calendar Year shown in the Rider Schedule.

The Outpatient Surgery Facility Service Benefit is payable one time per 24-hour period, even if more than one surgery is performed. We will pay the largest of the Surgeries for the treatment of Cancer.

Surgical procedures for Skin Cancer are not covered under this benefit.

### **Preventative Surgery Benefit**

We will pay this benefit if a Covered Person undergoes surgery due to a positive test result for a genetic alteration or mutation associated with a hereditary Cancer screening test and such surgery is recommended by a Physician. This benefit is not payable for the same day the Reconstructive Surgery Benefit is payable.

### **Reconstructive Surgery Benefit**

We will pay this benefit if a Covered Person has reconstructive surgery performed related to the treatment of Cancer for the following procedures:

- Breast symmetry (modification of the non-cancerous breast performed within 5 years of reconstructing the cancerous breast)
- Breast reconstruction
- Breast transverse rectus abdominis myocutaneous (TRAM) flap
- Facial reconstruction

We will pay the Anesthesia Benefit If anesthesia is used during the reconstructive surgery.



### **Second And Third Surgical Opinion Benefit**

We will pay this benefit if a Covered Person obtains a second medical opinion from another Physician on recommended surgery as a treatment following the diagnosis of Cancer. If the second medical opinion is in conflict with that of the Physician originally recommending surgery as a treatment, We will pay a benefit for a written third medical opinion. A Covered Person is not required to obtain a second or third medical opinion in order to receive the surgical or other benefits under this Certificate.

This benefit is not payable for the same day the National Cancer Institute Evaluation/Consulting Benefit, or the Reconstructive Surgery Benefit is paid. Surgical opinions for reconstructive, Skin Cancer, or prosthesis surgeries are not covered under this benefit.

### **Skin Cancer Surgery Benefit**

We will pay this benefit if a Covered Person has surgery performed related to the treatment of skin cancer for the following procedures:

- A biopsy
- Reconstructive surgery following previous excision of skin cancer
- Excision of a skin cancer without flap or graft
- Excision of a skin cancer with flap or graft

We will pay the Anesthesia Benefit if anesthesia is used during surgery for skin cancer.

### **Surgical Prosthesis Benefit**

We will pay this benefit if a Covered Person is prescribed and receives a surgically implanted prosthetic device made necessary as the result of a surgery for Cancer.

We will not pay the Surgery Benefit and the Surgical Prosthesis Benefit if both surgeries are performed on the same day, We will pay the higher of the two benefits.

### **Surgery Benefit**

We will pay according to the benefit amount listed in the Schedule of Operations when a Covered Person has a surgical procedure performed for the treatment of a covered Cancer. If any surgical procedure for the treatment of Cancer is performed other than those listed, We will pay an amount comparable to the amount shown in the Schedule of Operations for the surgical procedure most nearly similar in severity and gravity.

This benefit will only pay for one surgery within a 24 hour period. If more than one surgery is performed in a 24 hour period, We will pay the benefit for the highest surgical procedure.

**SCHEDULE OF OPERATIONS**

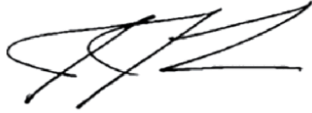
|  |         |   |         |
|--|---------|---|---------|
| <b>Abdomen</b>   |         | <b>Chest</b>  |         |
| Excision or destruction,<br>Open, intra-abdominal or retroperitoneal<br>tumors or cysts or endometriomas | \$775   | Excision of mediastinal tumor   | \$575   |
| Exploratory Laparotomy   | \$435   | Lobectomy   | \$1,235 |
| Paracentesis   | \$110   | Pneumonectomy   | \$1,730 |
| <b>Bladder</b>   |         | Thoracentesis   | \$110   |
| TUR Bladder Tumors   | \$435   | Thoracostomy  | \$350   |
| <b>Cystectomy</b>  |         | Thoracotomy   | \$575   |
| Partial  | \$740   | Wedge resection   | \$990   |
| Complete   | \$1,485 | <b>Ear</b>  |         |
| With Ureteroileal Conduit  | \$2,970 | Excision, external ear, partial   | \$100   |
| <b>Bone</b>  |         | <b>Esophagus</b>  |         |
| Biopsy, bone, trocar, superficial  | \$50    | Esophagogastrostomy   | \$1,550 |
| <b>Brain</b>   |         | Excision local lesion with primary repair,<br>cervical approach                       | \$500   |
| Burr holes not followed by surgery   | \$575   | Lower 1/3 with combined thoraco-abdominal<br>vagotomy and pyloroplasty, 1 or 2 stages | \$1,550 |
| Excision Brain Tumor   | \$2,885 | Resection of esophagus  | \$1,650 |
| Exploratory Craniotomy   | \$1,235 | With thoracic approach  | \$300   |
| Hemispherectomy  | \$4,125 | <b>Eye</b>  |         |
| Ventriculoperitoneal Shunt   | \$575   | Enucleation   | \$410   |
| <b>Breast</b>  |         | Exenteration of orbit   | \$550   |
| Breast Biopsy  | \$100   | <b>Heart</b>  |         |
| Lumpectomy   | \$300   | Excision intracardiac tumor, resection<br>with bypass                                 | \$1,150 |
| Mammoplasty Augmentation Prosthetic,<br>Unilateral   | \$250   | <b>Intestines</b>   |         |
| <b>Mastectomy</b>  |         | Abdominal-perineal approach for<br>removal of cancer of sigmoid colon or<br>rectum    | \$2,060 |
| Including internal mammary lymph nodes   | \$550   | Colectomy   | \$900   |
| Partial  | \$435   | Colostomy/or revision of  | \$1,050 |
| Radical  | \$860   | ERCP  | \$285   |
| Simple   | \$575   | Excisional on rectum of biopsy  | \$250   |
| <b>Cervix</b>  |         | Ileostomy   | \$1,025 |
| D&C  | \$140   | Resection of small intestines   | \$1,730 |
| Excision cervical malignancy with bilateral<br>pelvic lymphadenectomy                                    | \$350   | <b>Kidney</b>   |         |
| Oophorectomy   | \$250   | By surgical exposure of kidney  | \$525   |
| Vaginal hysterectomy/uterus only   | \$435   | Renal biopsy percutaneous, by trocar or<br>needle                                     | \$75    |
| <b>Abdominal hysterectomy</b>  |         | <b>Nephrectomy</b>  |         |
| Uterus only  | \$740   | Simple  | \$2,970 |
| Uterus, tubes & ovaries  | \$1,440 | Radical   | \$1,730 |
| Wedge resection  | \$350   | <b>Liver</b>  |         |
| With complete exenteration   | \$4,125 | Hepatectomy, partial lobectomy  | \$1,175 |
| With partial exenteration  | \$1,050 |   |         |

|   |         |  |         |
|---|---------|--|---------|
| Needle biopsy, percutaneous                   | \$50    | <b>Radium Implants</b>   |         |
| Wedge biopsy (independent procedure)          | \$375   | Insertion  | \$825   |
| <b>Resection of liver</b>                     |         | Removal  | \$410   |
| Complete                                      | \$2,060 | <b>Salivary Glands</b>   |         |
| Partial                                       | \$1,175 | Parotidectomy  | \$575   |
| <b>Lymphatic</b>                              |         | Radical neck dissection  | \$1,485 |
| Biopsy of cervical lymph node, deep           | \$200   | <b>Sinus</b>   |         |
| Excision of lymph nodes                       | \$200   | Maxillectomy with orbital exenteration   | \$925   |
| Splenectomy                                   | \$575   | <b>Spine</b>   |         |
| Axillary node dissection                      | \$575   | Cordotomy  | \$725   |
| Lymphadenectomy (cervical)                    | \$400   | Laminectomy  | \$740   |
| Unilateral                                    | \$575   | Partial resection of vertebral component for cervical tumor                              | \$325   |
| Bilateral                                     | \$740   | <b>Stomach</b>   |         |
| <b>Mandible</b>                               |         | Gastric biopsy by laparotomy   | \$400   |
| Mandibulectomy                                | \$1,155 | Gastrojejunostomy  | \$1,050 |
| <b>Miscellaneous</b>                          |         | Local excision of tumor  | \$500   |
| Bone marrow aspiration                        | \$110   | <b>Gastrectomy</b>   |         |
| Cholecystectomy                               | \$325   | Complete   | \$1,175 |
| Pathological fracture                         | \$330   | Hemi-gastrectomy with vagotomy   | \$50    |
| Pathological hip fracture                     | \$720   | Partial  | \$740   |
| Peripherally inserted central catheter (PICC) | \$110   | <b>Testis</b>  |         |
| Venous-catheters/venous port for chemotherapy | \$150   | Bilateral  | \$395   |
| <b>Mouth</b>                                  |         | Biopsy, incisional, unilateral   | \$100   |
| Excision of lip                               | \$150   | Orchiectomy  | \$250   |
| Hemi glossectomy                              | \$475   | Unilateral   | \$300   |
| Tonsil/mucous membrane                        | \$435   | <b>Throat</b>  |         |
| <b>Glossectomy</b>                            |         | Tracheostomy   | \$245   |
| Partial                                       | \$1,150 | <b>Laryngectomy</b>  |         |
| Resection of palate                           | \$575   | With neck dissection   | \$1,485 |
| Total   | \$900   | Without neck dissection  | \$900   |
| <b>Pancreas</b>                               |         | <b>Thyroid</b>   |         |
| Biopsy of the pancreas                        | \$425   | <b>Thyroidectomy</b>   |         |
| Jejunostomy                                   | \$1,200 | Partial: one lobe  | \$435   |
| Pancreatectomy                                | \$1,730 | Total: both lobes  | \$575   |
| Whipple Procedure                             | \$2,970 | <b>Urinary</b>   |         |
| <b>Penis</b>                                  |         | Total, ectopic, combo abdominal, vaginal and/or perineal approach                        | \$625   |
| <b>Amputation</b>                             |         | Ureteral endoscopy with biopsy   | \$275   |
| Complete                                      | \$575   | Urethrectomy with bladder cuff   | \$575   |
| Partial                                       | \$325   | <b>Vulva</b>   |         |
| Radical                                       | \$850   | <b>Vulvectomy</b>  |         |
| <b>Prostate</b>                               |         | Complete   | \$300   |
| Biopsy, incisional, any approach              | \$150   | Partial  | \$435   |
| TUR Prostate                                  | \$435   | Radical  | \$1,155 |
| Radical prostatectomy                         | \$1,155 | With inguinofemoral lymphadenectomy in continuity with pelvic lymphadenectomy, bilateral | \$750   |

## PRE-EXISTING CONDITION LIMITATION

A Pre-existing Condition is not covered unless the date of diagnosis for such condition is at least 12 months after the Rider Issue Date.

For ACE Property & Casualty Insurance Company



John J. Lupica, President



Brandon Peene, Secretary

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

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

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

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

**Eligibility for Protection by the Association**

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

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

**Limits of Protection by the Association**

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

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

**Life Insurance:**

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

**Individual Annuities:**

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

**Group Annuities:**

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

**Aggregate Limit:**

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

These limits are applied for each insolvent insurance company.

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

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

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

# CHUBB GROUP U.S. PRIVACY NOTICE

|              |  |
|--------------|--|
| <b>FACTS</b> | <b>WHAT DOES CHUBB GROUP DO WITH YOUR PERSONAL INFORMATION?</b>  |
| <b>Why?</b>  | 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.   |
| <b>What?</b> | <p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> <li>▪ Social Security number and payment history</li> <li>▪ insurance claim history and medical information</li> <li>▪ account transactions and credit scores</li> </ul> <p>When you are no longer our customer, we continue to share information about you as described in this notice.</p> |
| <b>How?</b>  | 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? |
|---|-------------------|-----------------------------|
| <b>For our everyday business purposes</b> – such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus | Yes               | No                          |
| <b>For our marketing purposes</b> – to offer our products and services to you   | Yes               | No                          |
| <b>For joint marketing with other financial companies</b>   | Yes               | No                          |
| <b>For our affiliates' everyday business purposes</b> – information about your transactions and experiences   | Yes               | No                          |
| <b>For our affiliates' everyday business purposes</b> – information about your creditworthiness   | No                | We don't share              |
| <b>For our affiliates to market to you</b>  | No                | We don't share              |
| <b>For nonaffiliates to market to you</b>   | No                | We don't share              |

|                   |   |
|-------------------|---|
| <b>Questions?</b> | Call 1-800-258-2930 or go to <a href="http://www.chubb.com/us-en/privacy.aspx">www.chubb.com/us-en/privacy.aspx</a> |
|-------------------|---|

## Who we are

**Who is providing this notice?**

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

## What we do

**How does Chubb Group protect my personal information?**

To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.

We restrict access to personal information to our employees, affiliates' employees, or others who need to know that information to service the account or to conduct our normal business operations.

**How does Chubb Group collect my personal information?**

We collect your personal information, for example, when you

- apply for insurance or pay insurance premiums
- file an insurance claim or provide account information
- give us your contact information

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

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

Federal law gives you the right to limit only

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

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

## Definitions

**Affiliates**

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

- Our affiliates include those with a Chubb name and financial companies, such as Westchester Fire Insurance Company and Great Northern Insurance Company.

**Nonaffiliates**

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

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

**Joint Marketing**

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

- Our joint marketing partners include categories of companies such as banks.

## Other important information

**For Insurance Customers in AZ, CA, CT, GA, IL, MA, ME, MN, MT, NC, NJ, NV, 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 or if you would like us to delete any of this information, 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 California residents only:** Under state law, under certain circumstances, you also have the right to correct, amend, or delete the personal information about you that we have on file by writing to Chubb Group, Attention: Privacy Inquiries, 202 Hall's Mill Road, P.O. Box 1600, Whitehouse Station, NJ 08889-1600. We will respond to your request within 30 business days.

**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 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 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 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 of 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.

## II. 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 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 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.