CHUBB

### CHUBB GROUP U.S. PRIVACY NOTICE

FACTS	WHAT DOES THE PERSONAL INFO	CHUBB GROUP DO RMATION?	WITH YOUR
Why?	Insurance companies choose how they share your personal information. Federal and state law gives consumers the right to limit some but not all sharing. Federal and state law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.		
What?	<ul> <li>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</li> <li>Social Security number and payment history</li> <li>insurance claim history and medical information</li> <li>account transactions and credit scores</li> <li>When you are no longer our customer, we continue to share information about you as described in this notice.</li> </ul>		
How?	All insurance companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons insurance companies can share their customers' personal information; the reasons the Chubb Group chooses to share; and whether you can limit this sharing.		
Reasons we can share your personal informationDoes Chubb share?Can you limit this sharing?			
such as to process your account(s), re	y business purposes – your transactions, maintain espond to court orders and s, or report to credit bureaus	Yes	No
<b>For our market</b> products and serve	<b>ing purposes</b> – to offer our ices to you	Yes	No
For joint marketing with other financial companies		Yes	No
	<b>es' everyday business</b> mation about your xperiences	Yes	No
	<b>es' everyday business</b> mation about your	No	We don't share
	es to market to you	No	We don't share
For nonaffiliates to market to you     No     We don't share			
<b>Questions?</b> Call 1-800-258-2930 or go to <u>https://www2.Chubb.com/us-en/privacy.aspx</u>			

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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?	<ul> <li>operations.</li> <li>We collect your personal information, for example, when you</li> <li>apply for insurance or pay insurance premiums</li> <li>file an insurance claim or provide account information</li> <li>give us your contact information</li> <li>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</li> </ul>
Why can't I limit all sharing?	<ul> <li>Federal law gives you the right to limit only</li> <li>sharing for affiliates' everyday business purposes – information about your creditworthiness</li> <li>affiliates from using your information to market to you</li> <li>sharing for nonaffiliates to market to you</li> <li>State laws and individual companies may give you additional rights to limit sharing. See below for more on your rights under state law.</li> </ul>
Definitions	
Affiliates	<ul> <li>Companies related by common ownership or control. They can be financial and nonfinancial companies.</li> <li>Our affiliates include those with a Chubb name and financial companies, such as Westchester Fire Insurance Company and Great Northern Insurance Company.</li> </ul>
Nonaffiliates	<ul> <li>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</li> <li>Chubb does not share with nonaffiliates so they can market to you.</li> </ul>
Joint Marketing	<ul> <li>A formal agreement between nonaffiliated financial companies that together market financial products or services to you.</li> <li>Our joint marketing partners include categories of companies such as banks.</li> </ul>

#### **Other important information**

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

**For Nevada residents only:** We may contact our existing customers by telephone to offer additional insurance products that we believe may be of interest to you. Under state law, you have the right to opt out of these calls by adding your name to our internal do-not-call list. To opt out of these calls, or for more information about your opt out rights, please contact our customer service department. You can reach us by calling 1-800-258-2930, emailing us at privacyinquiries@Chubb.com, 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, or by writing to: Office of the Attorney General, Nevada Department of Justice, Bureau of Consumer Protection: 100 North Carson Street, Carson City, NV 89701.

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

#### **Chubb Group Companies Providing This Notice**

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

#### Chubb Group

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

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

This notice is effective as of June 15, 2018.

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

- S The Company's uses and disclosures of Protected Health Information ("PHI")
- S Your privacy rights with respect to your PHI;
- S The Company's duties with respect to your PHI;
- S 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
- S 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 healthrelated 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 HIPAA PRIVACY NOTICE Page | 2 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 denia 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 HIPAA PRIVACY NOTICE Page | 4 vulnerable people who depend on others to exercise their rights under these rules and who may be subject to abuse or neglect. This also applies to personal representatives of minors.

#### III. The Company's Duties

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

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

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

#### A."Minimum Necessary" Standard

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

However, the minimum necessary standard will <u>not</u> 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/**.

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

This 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, Gentury Indemnity Inc. Executive Risk Specialty Insurance Company, Federal Insurance Company, Great Northern Insurance Company, Illinois Union Insurance Company, Indemnity Insurance Company, Pacific Indemnity Company, Oroth America, Insurance Company, Vigilant Insurance Company, Westchester Fire Insurance Company, Combined 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.

#### NOTICE CONCERNING COVERAGE LIMITATIONS AND EXCLUSIONS UNDER THE LIFE AND HEALTH INSURANCE GUARANTY CORPORATION SUBTITLE

Residents of this state who purchase life insurance, annuities or health insurance should know that the insurance companies licensed in this state to write these types of insurance are members of the Maryland Life and Health Insurance Guaranty Corporation. The purpose of this is to assure that policyholders will be protected, within limits, in the unlikely event that a member insurer becomes financially unable to meet its obligations. If this should happen, the Guaranty Corporation will assess its other member insurance companies for the money to pay the claims of insured persons who live in this state and, in some cases, to keep coverage in force. The valuable extra protection provided by these insurers through the guaranty corporation is not unlimited, however. And, as noted in the box below, the protection is not a substitute for consumers' care in selecting companies that are well-managed and financially stable.

The Maryland Life and Health Insurance Guaranty Corporation may not provide coverage for this policy. If coverage is provided, it may be subject to substantial limitations or exclusions, and require continued residency in the state. You should not rely on coverage by the Maryland Life and Health Insurance Guaranty Corporation in selecting an insurance company or in selecting an insurance policy.

Coverage is NOT provided for your policy or any portion of it that is not guaranteed by the Insurer or for which you have assumed the risk, such as a variable contract sold by prospectus.

Insurance companies or their agents are required by law to give or send you this notice. However, insurance companies and their agents are prohibited by law from using the existence of the Guaranty Corporation to induce you to purchase any kind of insurance policy.

> The Maryland Life and Health Insurance Guaranty Corporation 9199 Reisterstown Road P.O. Box 671 - Suite 216C Owings Mills, Maryland 21117 (410) 998-3907

The state law that provides for this safety-net coverage is called the Maryland Life and Health Insurance Guaranty Corporation Act.

The Corporation is not a department or unit of the State of Maryland and the liabilities or debts of the Life and Health Insurance Guaranty Corporation are not liabilities or debts of the State of Maryland.

Following is a brief summary of this law's coverages, exclusions and limits. This summary does not cover all provisions of the law; nor does it in any way change anyone's rights or obligations under the law or the rights or obligations of the guaranty corporation.

#### COVERAGE

Generally, individuals will be protected by the Life and Health Insurance Guaranty Corporation if they live in this state and hold a life or health insurance contract, or an annuity, or if they are insured under a group insurance contract, issued by a member insurer. The beneficiaries, payees or assignees of insured persons are protected as well, even if they live in another state.

#### EXCLUSIONS FROM COVERAGE

However, persons holding such policies are NOT protected by this Corporation if:

- they are eligible for protection under the laws of another state. This may occur when the insolvent insurer was incorporated in another state whose Guaranty Association protects insureds who live outside that state;
- the insurer was not authorized to do business in this state;
- their policy was issued by a Health Maintenance Organization, a fraternal benefit society, a mandatory state pooling plan, a mutual assessment company or similar plan in which the policyholder is subject to future assessment, or by an insurance exchange.

The Corporation also does NOT provide coverage for:

- any policy or portion of a policy which is not guaranteed by the insurer or for which the individual has assumed the risk, such as a variable contract sold by prospectus;
- any policy of reinsurance unless assumption certificates have been issued;
- interest rate yields that exceed an average rate;
- any portion of a policy or contract to the extent that it provides dividends;
- credits given in connection with the administration of a policy by a group contract holder;
- employers' plans to the extent they are self-funded (that is, not insured by an insurance company, even if an insurance company administers them);
- unallocated annuity contracts (which give rights to group contract holders, not individuals).

#### LIMITS ON AMOUNT OF COVERAGE

The statute also limits the amount that the corporation is obligated to pay. The Corporation cannot pay more than the amount the insurance company would owe under a policy or contract. Also, with respect to any one life, regardless of the number of policies or contracts with the member insurer, the corporation will pay maximum of \$300,000 even if the policies or contracts provide different types of coverage. Within this overall \$300,000 limit, the corporation will not pay more than \$100,000 in cash surrender values, \$300,000 in health insurance benefits, \$100,000 in present value of annuities, or \$300,000 in life insurance death benefits -- again, no matter how many policies and contracts the insured has with the member company, and no matter how many different types of coverage.

## CHUBB (

ACE American Insurance Company (A Stock Company) Philadelphia, PA 19106

## **Group Application**

Application is hereby made for a plan of Blanket Accident Insurance based on the following statements and representations:

#### Applicant (Full Legal Name): Baltimore City Auxiliary Police

- Street Address: 401 East Fayette Street
- City, State, Zip: Baltimore, MD 21202

Taxpayer ID #:

The terms and conditions of the requested plan of insurance may vary in certain states as required by the laws of those states. The terms of the policy when issued will govern. It is agreed the insurance applied for will not become effective unless: a) this Application is received and approved by the Insurance Company based on current rules and requirements; b) the Policy is accepted by the Applicant; and c) the required premium is paid when due.

Policy Number:	PTP N18234427
Requested Policy Term:	June 7, 2021 to June 7, 2022

#### **Classes of Eligible Persons:**

Class 1 All Volunteer Auxiliary Police Members and Chaplains of Policyholder

For any insurance paid for in part, or wholly, by individual insureds, the Applicant will support enrollment activities and allow all eligible persons an opportunity to enroll. No brochures or any material referencing the requested insurance will be published without the prior written approval of the Insurance Company.

#### **DESCRIPTION OF COVERAGE**

#### **Covered Activities:**

Class 1

Volunteer Activities

#### Benefits:

Accidental Death & Dismemberment Accident Medical Expense Benefit Additional Benefits:

Disability Benefit (Temporary Total Disability) Weekly Payments

Premiums: \$4,120.00 per Policy Term

The Applicant represents the information contained in this application is true and correct and forms the basis of the requested insurance.

<u>WARNING</u>: IT IS A CRIME TO PROVIDE FALSE OR MISLEADING INFORMATION TO AN INSURER FOR THE PURPOSE OF DEFRAUDING THE INSURER OR ANY OTHER PERSON. PENALTIES INCLUDE IMPRISONMENT AND/OR FINES. IN ADDITION, AN INSURER MAY DENY INSURANCE BENEFITS IF FALSE INFORMATION MATERIALLY RELATED TO A CLAIM WAS PROVIDED BY THE APPLICANT.

Signed for the Policyholder

Title

Date

Signed by Licensed Resident Agent (Where Required by Law)



**ACE American Insurance Company** (A Stock Company) Philadelphia, PA 19106

POLICYHOLDER:	Baltimore City Auxiliary Police	
POLICY NUMBER:	PTP N18234427	
POLICY EFFECTIVE DATE:	June 7, 2021	
POLICY TERM:	June 7, 2021 to June 7, 2022	
STATE OF DELIVERY:	Maryland	

This Policy takes effect at 12:00 a.m. (midnight) Eastern Standard Time at the Policyholder's address on the Policy Effective Date shown above. It will remain in effect for the duration of the Policy Term shown above if the premium is paid according to the agreed terms. This Policy terminates at 12:00 a.m. (midnight) Eastern Standard Time at the Policyholder's address, on the last day of the Policy Term unless the Policyholder and We agree to continue coverage under this Policy for an additional Policy Term. If coverage is continued for an additional Policy Term and the required premiums are paid on or before the Premium Due Date, We will issue an amendment to identify the new Policy Term.

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

Signed for ACE American Insurance Company in Philadelphia, Pennsylvania.

JOHN J. LUPICA, President

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REFRECCA L. COLLINS, Secretary

THIS IS A BLANKET ACCIDENT INSURANCE POLICY. IT PAYS BENEFITS FOR SPECIFIC LOSSES FROM ACCIDENT ONLY. BENEFITS ARE NOT PAID FOR LOSS DUE TO SICKNESS. PLEASE READ THE POLICY CAREFULLY.

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#### SCHEDULE OF BENEFITS

**PREMIUM DUE DATE:** On or before the Policy Effective Date, and subsequently, on the Renewal Date, if the Policy is renewed for an additional term.

#### AGGREGATE LIMIT:

Benefit Maximum: per Covered Accident: \$500,000

We will not pay more than the Benefit Maximum for all Accidental Death & Dismemberment losses per Covered Accident. If, in the absence of this provision, We would pay more than Benefit Maximum for all losses from one Covered Accident, then the benefits payable to each person with a valid claim will be reduced proportionately, so the total amount We will pay is the Benefit Maximum.

#### **CLASSES OF ELIGIBLE PERSONS:**

A person may be insured only under one Class of Eligible Persons even though he or she may be eligible under more than one class.

Class 1 All Volunteer Auxiliary Police Members and Chaplains of Policyholder

\*Dependents are not eligible for Coverage under this Policy.

#### PLAN BENEFITS & COVERED ACTIVITIES:

#### **Accidental Death & Dismemberment Benefits**

Class 1 Principal Sum	\$50,000
	Volunteer Activities

#### **Accident Medical Expense Benefits**

Benefit Maximum: Class 1	\$50,000
Maximum Benefit Period:	365 days from the date of the Covered Accident
Incurral Period:	60 days from the date of the Covered Accident
Time Period for Loss:	365 days days from the date of the Covered Accident
Deductible:	\$100

Covered Services: Daily Hospital Room and Board	100% of the rate set by the Health Services Cost Review Commission
Maximum for Dental Expenses: (Injury Only):	\$100 per tooth up to a maximum of \$1,000
Maximum for Hospital Room & Board:	The average semi-private room rate
Maximum for Intensive Care Unit:	Two (2) times the average semi-private room rate
<b>Disability Benefit (Temporary Total Disa</b> Benefit Waiting Period:	<b>bility)</b> 7 days
Maximum Benefit Period:	52 weeks
Temporary Total Disability must begin within:	30 days from the date of the Covered Accident
Weekly Benefit Amount:	\$200 per week

INITIAL PREMIUM RATES:

\$4,120.00 per Policy Term

#### DEFINITIONS

Please note, certain words used in this document have specific meanings. These terms will be capitalized throughout the document. The definition of any word, if not defined in the text where it is used, may be found either in this Definitions section or in the *Schedule of Benefits*.

"Active Service" means a Covered Person is either 1) actively at work performing all regular duties at his or her employer's place of business or someplace the employer requires him or her to be; 2) employed, but on a scheduled holiday, vacation day, or period of approved paid leave of absence; or 3) if not employed, able to engage in substantially all of the usual activities of a person in good health of like age and sex and not confined in a Hospital or rehabilitation or rest facility.

"**Covered Accident**" means an accident that occurs while coverage is in force for a Covered Person and results directly and independently of all other causes in a loss or Injury covered by the Policy for which benefits are payable.

"**Covered Activity**" means any activity in which a Covered Person must be engaged when a Covered Accident occurs in order to be eligible for benefits under the Policy. These Covered Activities are listed in the *Schedule of Benefits* and described in the Hazards section of the Policy.

"Covered Loss" or "Covered Losses" means an accidental death, dismemberment, or other Injury covered under the Policy.

"**Covered Person**" means any eligible person, including Dependents if eligible for coverage under the Policy, for whom the required premium is paid. If the cost for this insurance is paid for by the Policyholder, individual applications are not required for an eligible person to be a Covered Person.

"Dependent" means an Insured's lawful spouse or an Insured's unmarried child, from the moment of birth to age 19, 25 if a full-time student, who is chiefly dependent on the Insured for support. A child, for eligibility purposes, includes an Insured's natural child; adopted child, beginning with any waiting period pending finalization of the child's adoption; or a stepchild who resides with the Insured or depends on the Insured for financial support. A Dependent may also include any person related to the Insured by blood or marriage and for whom the Insured is allowed a deduction under the Internal Revenue Code.

Insurance will continue for any Dependent child who reaches the age limit and continues to meet the following conditions: 1) the child is handicapped, 2) is not capable of self-support and 3) depends mainly on the Insured for support and maintenance. The Insured must send Us satisfactory proof that the child meets these conditions, when requested. We will not ask for proof more than once a year.

"**Doctor**" means a licensed health care provider acting within the scope of his or her license and rendering care or treatment to a Covered Person that is appropriate for the conditions and locality. It will not include a Covered Person or a member of the Covered Person's Immediate Family or household.

"Hospital" means an institution that: 1) operates as a Hospital pursuant to law for the care, treatment, and providing of inpatient services for sick or injured persons; 2) provides 24-hour

nursing service by Registered Nurses on duty or call; 3) has a staff of one or more licensed Doctors available at all times; 4) provides organized facilities for diagnosis, treatment, and surgery, either: (i) on its premises; or (ii) in facilities available to it, on a prearranged basis; 5) is not primarily a nursing care facility, rest home, convalescent home, or similar establishment, or any separate ward, wing, or section of a Hospital used as such; and 6) is not a place for drug addicts, alcoholics, or the aged.

"Injury" means accidental bodily harm sustained by a Covered Person that results directly and independently from all other causes, except terrorism, from a Covered Accident. The Injury must be caused solely through external, violent, and accidental means. All injuries sustained by one person in any one Accident, including all related conditions and recurrent symptoms of these injuries, are considered a single Injury.

"**Insured**" means a person in a Class of Eligible Persons for whom the required premium is paid making insurance in effect for that person.

"**Medical Emergency**" means a condition caused by an Injury or Sickness that manifests itself by symptoms of sufficient severity that a prudent lay person possessing an average knowledge of health and medicine would reasonably expect that failure to receive immediate medical attention would place the health of the person in serious jeopardy.

"Medically Necessary" means a treatment, service or supply that is: 1) required to treat an Injury; 2) prescribed or ordered by a Doctor or furnished by a Hospital; 3) performed in the least costly setting required by the Covered Person's condition; and 4) consistent with the medical and surgical practices prevailing in the area for treatment of the condition at the time rendered. Purchasing or renting 1) air conditioners; 2) air purifiers; 3) motorized transportation equipment; 4) escalators or elevators in private homes; 5) eye glass frames or lenses; 6) hearing aids; 7) swimming pools or supplies for them; and 8) general exercise equipment are not Medically Necessary. A service or supply may not be Medically Necessary if a less intensive or more appropriate diagnostic or treatment alternative could have been used. We may consider the cost of the alternative to be the Covered Expense.

"Sickness" means an illness, disease or condition of the Covered Person that causes a loss for which a Covered Person incurs medical expenses while covered under this Policy. All related conditions and recurrent symptoms of the same or similar condition will be considered one Sickness.

"We," "Our," "Us" means the insurance company underwriting this insurance or its authorized agent.

#### ELIGIBILITY FOR INSURANCE

Each person in one of the Classes of Eligible Persons shown in the *Schedule of Benefits* is eligible to be insured on the Policy Effective Date, or the day he or she becomes eligible, if later. We maintain the right to investigate eligibility status and attendance records to verify eligibility requirements are met. If We discover the eligibility requirements are not met, Our only obligation is to refund any premium paid for that person.

#### **EFFECTIVE DATE OF INSURANCE**

An Eligible Person will be insured on the later of Policy Effective Date or the date he or she is eligible, if not required to contribute to the cost of this insurance.

If an Eligible Person is not in Active Service on the date insurance would otherwise be effective, it will be effective on the date he or she returns to Active Service.

#### TERMINATION DATE OF INSURANCE

An Insured's coverage will end on the earliest of the date:

- 1. the Policy terminates;
- 2. the Insured is no longer eligible; or
- 3. the period ends for which premium is paid.

Termination of the Policy will not affect Trip coverage, if premium for the Trip is paid prior to the actual start of the Trip.

#### SCOPE OF COVERAGE

#### Full Excess Benefits

We pay Covered Expenses:

- 1. after the Covered Person satisfies any Deductible; and
- 2. only when they are in excess of amounts paid by any other Health Care Plan.

We pay benefits without regard to any Coordination of Benefits provisions in any other Health Care Plan.

"Health Care Plan" means a policy or other benefit or service arrangement for medical or dental care or treatment under: 1) group or blanket coverage, whether on an insured or self-funded basis; 2) hospital or medical service organizations on a group basis; 3) Health Maintenance Organizations on a group basis; 4) group labor-management plans; 5) employee benefit organization plans; 6) association plans on a group or franchise basis; or 7) any other group employee welfare benefit plan as defined in the Employee Retirement Income Security Act of 1974, as amended.

#### **DESCRIPTION OF BENEFITS**

The following Provisions explain the benefits available under the Policy. Please see the *Schedule of Benefits* for the applicability of these benefits on a class level.

#### **Accidental Death and Dismemberment Benefits**

If Injury to the Covered Person results in any one of the losses shown below within from the date of a Covered Accident, We will pay the Benefit Amount shown below for that loss. The Principal Sum is shown in the *Schedule of Benefits*. If multiple losses occur, only one Benefit Amount, the largest, will be paid for all losses due to the same Covered Accident.

#### Schedule of Covered Losses

Covered Loss	Benefit Amount
Life	100% of the Principal Sum
Two or more Members	. 100% of the Principal Sum
Heart Failure	. 100% of the Principal Sum
One Member	
Thumb and Index Finger of the Same Hand	25% of the Principal Sum

"Heart Failure" means death because the heart ceases to beat due to failure of the heart to maintain adequate circulation of blood provoked by participation in a Covered Activity.

"Member" means Loss of Hand or Foot, and Loss of Sight. "Loss of Hand or Foot" means complete Severance through or above the wrist or ankle joint. "Loss of Sight" means the total, permanent Loss of Sight of one eye. "Loss of a Thumb and Index Finger of the Same Hand" means complete Severance through or above the metacarpophalangeal joints of the same hand (the joints between the fingers and the hand). "Severance" means the complete separation and dismemberment of the part from the body.

"Loss of Use" means total paralysis which is determined by a competent medical authority to be permanent, complete and irreversible with respect to: 1) arm, at or above the elbow joint; 2) leg, at or above the knee joint; 3) hand, at or above the wrist joint; and, 4) foot, at or above the ankle joint.

#### **Accident Medical Expense Benefits**

We will pay Accident Medical Expense Benefits for Covered Expenses that result directly, and from no other cause, from a Covered Accident. These benefits are subject to any Deductible, Maximum Benefit Period, Benefit Maximum, and other terms or limits shown in the *Schedule of Benefits*.

Accident Medical Expense Benefits are only payable:

- 1. for Usual and Customary Charges incurred after the Deductible (if any) has been met;
- 2. for those Medically Necessary Covered Expenses that the Covered Person receives; and
- 3. if the first incurred expenses are within the Incurral Period shown in the Schedule of Benefits.

No benefits will be paid for any expenses incurred that are in excess of Usual and Customary Charges.

#### **Covered Medical Expenses**

- 1. Hospital Room and Board Expenses (includes Intensive Care Expenses): the daily room rate when a Covered Person is Hospital Confined and general nursing care is provided and charged for by the Hospital. In computing the number of days payable under this benefit, the date of admission will be counted but not the date of discharge.
- 2. Ancillary Hospital Expenses: services and supplies including operating room, laboratory tests, anesthesia, and medicines (excluding take home drugs) when Hospital Confined.
- 3. Medical Emergency Care (room and supplies) Expenses: incurred within 72 hours of a Covered Accident and including the attending Doctor's charges, X-rays, laboratory procedures, use of the emergency room, and supplies.
- 4. Outpatient Surgical Room and Supply Expenses for use of the surgical facility.
- 5. Outpatient diagnostic X-rays, laboratory procedures, and tests.
- 6. Doctor Non-Surgical Treatment/Examination Expenses (excluding medicines) including the Doctor's initial visit, each necessary follow-up visit, and consultation visits when referred by the attending Doctor.
- 7. Doctor's Surgical Expenses: If an Injury requires multiple surgical procedures through the same incision, We will pay only one benefit, the largest of the procedures performed. If multiple surgical procedures are performed during the same operative session but through different incisions, We will pay benefits for the most expensive procedure and 50% of covered expenses for the additional surgeries.
- 8. Assistant Surgeon Expenses when Medically Necessary.
- 9. Anesthesiologist Expenses for pre-operative screening and administration of anesthesia during a surgical procedure whether on an inpatient or outpatient basis.
- 10. Outpatient Laboratory Test Expenses.
- 11. Physiotherapy Expenses on an inpatient or outpatient basis limited to one visit per day; Expenses include treatment and office visits connected with such treatment when prescribed by a Doctor, including diathermy, ultrasonic, whirlpool, or heat treatments, adjustments, manipulation, massage, or any form of physical therapy.
- 12. X-ray Expenses (including reading charges) but not for dental X-rays.
- 13. Diagnostic Imaging Expenses: including Magnetic Resonance Imaging (MRI) and CAT scan.
- 14. Dental Expenses including dental X-rays for the repair or treatment of each injured tooth that is whole, sound, and a natural tooth at the time of the Covered Accident.
- 15. Ambulance Expenses for transportation from the emergency site to the Hospital.
- 16. Rehabilitative braces or appliances prescribed by a Doctor. It must be durable medical equipment that 1) is primarily and customarily used to serve a medical purpose; 2) can withstand repeated use; and 3) generally is not useful to a person in the absence of Injury. No benefits will be paid for rental charges in excess of the purchase price.
- 17. Prescription Drug Expenses (for Injuries only) prescribed by a Doctor and administered on an outpatient basis.
- 18. Medical Equipment Rental Expenses for a wheelchair or other medical equipment that has therapeutic value for a Covered Person. We will not cover computers, motor vehicles or modifications to a motor vehicle, ramps and installation costs, eyeglasses, and hearing aids.
- 19. Medical Services and Supplies: expenses for blood and blood transfusions; oxygen and its administration.
- 20. Home Health Care Expenses for care and treatment including: a) part-time nursing care by or supervised by a registered graduate nurse; b) part-time home health aid services;c) physical, speech, and occupational therapies when ordered by an attending Doctor and approved by Us; d) nutritional counseling; e) medical social services by a qualified

social worker. Home Health care must begin within 5 straight days after discharge from a Hospital, Extended Care Facility, or Rehabilitation Care Facility.

"**Covered Expenses**" means expenses actually incurred by or on behalf of a Covered Person for treatment, services, and supplies covered by the Policy. Coverage under this Policy must remain continuously in force from the date of the Covered Accident until the date treatment, services, or supplies are received for them to be a Covered Expense. A Covered Expense is deemed to be incurred on the date such treatment, service, or supply that gave rise to the expense or the charge was rendered or obtained.

"**Deductible**" means the dollar amount of Covered Expenses that must be incurred as an outof-pocket expense by each Covered Person per Covered Accident basis before Accident Medical Expense Benefits are payable under the Policy.

"**Medical Emergency**" means a condition caused by an Injury that manifests itself by symptoms of sufficient severity that a prudent lay person possessing an average knowledge of health and medicine would reasonably expect that failure to receive immediate medical attention would place the health of the person in serious jeopardy.

"Usual and Customary Charge" means the average amount charged by most providers for treatment, service, or supplies in the geographic area where the treatment, service, or supply is provided.

#### Extension Of Benefits

Termination does not affect a claim for Covered Loss due to a Covered Accident that occurs before the termination date. We will extend benefits under the Policy for a Covered Person, if coverage would otherwise end if on that date he or she is confined in a hospital or Totally Disabled as a result of a condition covered by the Policy until the earlier of:

- 1. the date the Covered Person is discharged from the hospital, ceases to be Totally Disabled; or
- 2. 12 months after the date coverage terminates.

"Total Disability" or "Totally Disabled" means: a Covered Person, because of a Covered Accident, is unable to perform the substantial and material duties of his or her occupation for a period of at least twelve (12) months. After the initial benefit period, total disability means the Covered Person's inability to perform the duties of any occupation for which he or she is or may reasonably become qualified based on education, training, or experience.

Any benefits payable under this provision will not exceed the benefit maximums shown in the *Schedule of Benefits*.

In addition to the General Exclusions, We will not pay Accident Medical Expense Benefits for any loss, treatment, or services resulting from or contributed to by:

- treatment by persons employed or retained by the Policyholder, or by any Immediate Family or member of the Covered Person's household.
- treatment of sickness, disease, or infections except pyogenic infections or bacterial infections that result from the accidental ingestion of contaminated substances.
- treatment of hernia, Osgood-Schlatter disease, osteochondritis, appendicitis, osteomyelitis, cardiac disease or conditions, pathological fractures, congenital weakness, detached retina

unless caused by an Injury, or mental disorder or psychological or psychiatric care or treatment (except as provided in the Policy), whether or not caused by a Covered Accident.

- pregnancy, childbirth, miscarriage, abortion, or any complications of any of these conditions.
- mental and nervous disorders (except as provided in the Policy).
- damage to or loss of dentures or bridges, or damage to existing orthodontic equipment (except as specifically covered by the Policy).
- expense incurred for treatment of temporomandibular or craniomandibular joint dysfunction and associated myofacial pain (except as provided by the Policy).
- Injury covered by Workers' Compensation, Employer's Liability Laws, or similar occupational benefits or while engaging in activity for monetary gain from sources other than the Policyholder.
- Injury or loss contributed to by the use of drugs unless administered by a Doctor.
- Cosmetic surgery, except for reconstructive surgery needed as the result of an Injury.
- any elective treatment, surgery, health treatment, or examination, including any service, treatment, or supplies that: (a) are deemed by Us to be experimental; and (b) are not recognized and generally accepted medical practices in the United States.
- eyeglasses, contact lenses, hearing aids, examinations, or prescriptions for them, or repair or replacement of existing artificial limbs, orthopedic braces, or orthotic devices.
- expenses payable by any automobile insurance policy without regard to fault. (This exclusion does not apply in any state where prohibited).
- conditions that are not caused by a Covered Accident.
- participation in any activity or hazard not specifically covered by the Policy.
- any treatment, service, or supply not specifically covered by the Policy.

#### Disability Benefit (Temporary Total Disability)

We will pay the Disability Benefit shown in the *Schedule of Benefits* if the Insured is Temporarily Totally Disabled as a direct result of, and from no other cause but, a Covered Accident. Disability Benefits will begin when:

- 1. the applicable Benefit Waiting Period shown in the *Schedule of Benefits* for this benefit is satisfied; and
- 2. the Insured provides satisfactory proof of Temporary Total Disability to Us.

Benefit Payments will end on the first of the following dates:

- 1. the date the Insured dies; or
- 2. the date the Insured is no longer Temporarily Totally Disabled; or
- 3. the date the Maximum Benefit Period for this benefit ends; or
- 4. the date the Insured fails to submit satisfactory proof of continuing Temporary Total Disability; or
- 5. the date the Insured reaches age 70.

"Total Disability" or "Totally Disabled" means, due to an Injury from a Covered Accident, the Insured:

- 1. if employed, cannot do any work for which the Insured is, or may become, qualified by reason of education, experience or training; and
- 2. if not employed, cannot perform the normal and customary activities of a healthy person of like age and sex.

#### HAZARDS INSURED AGAINST

We will pay benefits described in this Policy when a Covered Person suffers a loss or Injury as a result of a Covered Accident during one of the Covered Activities listed in the *Schedule of Benefits*. We will only pay benefits if the Insured is engaged in one of the hazards described below when the Covered Accident occurs. Unless otherwise specified, We pay benefits only once for any one Covered Accident, even if it is covered by more than one hazard.

#### **Owned Aircraft Not Covered**

Benefits will not be paid if the aircraft is owned, leased, or controlled by the Policyholder or any of the Policyholder's affiliates. An aircraft will be deemed "controlled" by the Policyholder if the Policyholder may use it for more than 10 straight days or more than 15 days in any year.

#### **Volunteer Activities Coverage**

The Covered Accident must take place while:

- 1. participating in activities sponsored and supervised by the organization; or
- 2. traveling with a group in connection with such activities.

#### EXCLUSIONS

We will not pay benefits for any loss or Injury that is caused by, or results from:

- intentionally self-inflicted Injury. (applicable to Accidental Death and Dismemberment Benefit only)
- suicide or attempted suicide. (applicable to Accidental Death and Dismemberment Benefit only)
- war or any act of war, whether declared or not.
- a Covered Accident that occurs while on active duty service in the military, naval or air force of any country or international organization. Upon Our receipt of proof of service, We will refund any premium paid for this time. Reserve or National Guard active duty training is not excluded unless it extends beyond 31 days.
- sickness, disease, bodily or mental infirmity, bacterial or viral infection, or medical or surgical treatment thereof, except for any bacterial infection resulting from an accidental external cut or wound or accidental ingestion of contaminated food.
- piloting or serving as a crewmember in any aircraft (except as provided by the Policy).
- the Covered Person's commission of, or attempt to commit, a felony.

This insurance does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit Us from providing insurance, including, but not limited to, the payment of claims.

#### CLAIM PROVISIONS

**Notice Of Claim**: A claimant must give Us or Our authorized representative written (or authorized electronic or telephonic) notice of claim within 90 days after any loss covered by the Policy occurs. If notice cannot be given within that time, it must be given as soon as reasonably possible. This notice should identify the Covered Person and the Policy Number.

**Claim Forms**: Upon receiving written notice of claim, We will send claim forms to the claimant within 15 days after Notice of Claim is received. If We do not furnish such claim forms, the claimant will satisfy the requirements of written proof of loss by sending the written (or authorized electronic or telephonic) proof as shown below. The proof must describe the occurrence, extent and nature of the loss.

**Proof Of Loss**: Written (or authorized electronic or telephonic) proof of loss must be sent to the agent authorized to receive it. Written (or authorized electronic or telephonic) proof must be given within 90 days after the date of loss. For Disability Benefits, the Covered Person must provide written proof of Disability within 90 days after the beginning of the period for which We are liable. The Covered Person must provide written proof of continuing Disability at intervals that We may reasonably require. If it cannot be provided within that time, it should be sent as soon as reasonably possible.

**Claimant Cooperation Provision**: Failure of a claimant to cooperate with Us in the administration of a claim may result in the termination of a claim. Such cooperation includes, but is not limited to, providing any information or documents needed to determine whether benefits are payable or the actual benefit amount due.

**Time Payment Of Claims**: Any benefits due, other than a loss paid in installments, will be paid immediately when We receive written (or authorized electronic or telephonic) proof of loss.

Subject to satisfactory proof of loss, accrued benefits payable under this Policy paid in installments will be paid monthly. Any balance remaining unpaid at the termination of Our liability will be paid immediately upon receipt of satisfactory written (or authorized electronic or telephonic) proof of loss

**Payment Of Claims**: If the Insured dies, any death benefits or other benefits unpaid at the time of the Insured's death will be paid to the beneficiary our records indicate the Insured designated for these plan benefits. If no named beneficiary or surviving beneficiary is on record with Us or Our authorized agent, death proceeds will be paid to the beneficiary the Insured has designated under the Group Life Insurance Policy issued to the Policyholder and in effect at the time of the Insured's death.

If there is no named beneficiary or surviving beneficiary on record under the Group Life Insurance Policy issued to the Policyholder or with us or Our authorized agent, We pay benefits in equal shares to the first surviving class of the following: 1) Spouse; 2) Children; 3) Parents; 4) Brothers and sisters. If there are no survivors in any of these classes, We will pay the Insured's estate.

All other benefits will be paid to the Insured. If the Insured is: (1) a minor; or (2) in Our opinion unable to give a valid release because of incompetence, We may pay any amount due to a parent, guardian, or other person actually supporting him or her. Any payment made in good faith will end Our liability to the extent of the payment.

If a Covered Loss is suffered by a Covered Person who resides outside of the United States, its territories and possessions and in a Country where the Company is not permitted to provide insurance without a License, the Company will pay benefits under the Policy to the Policyholder, who:

- 1. will hold such payment in trust for the sole use and benefit of the insured person or his or her beneficiary or other person to whom such benefits are payable ("Payee"); and
- 2. will remit such payment to the Payee in accordance with applicable law.

Any such payment the Company makes to the Policyholder is a full discharge of the Company's liability for the claim for which payment is made.

"Country" includes any political jurisdiction that independently regulates the licensing of insurance companies.

"License" or "Licensed" means with respect to any Country, authorized or otherwise permitted in accordance with applicable law to conduct the business of accident and sickness insurance in such Country.

**Payment of Hospital Services**: The benefit paid for Hospital services will be based on the rate approved by the Health Services Cost Review Commission.

**Beneficiary**: The Insured may designate a beneficiary. The Insured has the right to change the beneficiary at any time by written (or electronic and telephonic) notice. If the Insured is a minor,

his or her parent or guardian may exercise this right for him or her. The change will be effective when We or Our authorized agent receive it. When received, the effective date is the date the notice was signed. We are not liable for any payments made before the change was received. We cannot attest to the validity of a change.

The Insured is the beneficiary for any covered Dependent.

**Assignment**: At the request of the Insured or his or her parent or guardian, if the Insured is a minor, medical benefits may be paid to the provider of service. Any payment made in good faith will end our liability to the extent of the payment.

**Physical Examinations And Autopsy**: We have the right to have a Doctor of Our choice examine the Covered Person as often as is reasonably necessary. This section applies when a claim is pending or while benefits are being paid. We also have the right to request an autopsy in the case of death, unless the law forbids it. We will pay the cost of the examination or autopsy.

**Legal Actions**: No lawsuit or action in equity can be brought to recover on this Policy: (1) before 60 days following the date proof of loss was given to Us; or (2) after 3 years following the date proof of loss is required.

#### ADMINISTRATIVE PROVISIONS

**Premiums:** The premiums for this Policy will be based on the rates currently in force, the plan and amount of insurance in effect.

**Changes In Premium Rates:** We may change the premium rates from time to time with at least 45 days advanced written, or authorized electronic or telephonic notice. No change in rates will be made until 12 months after the Policy Effective Date. An increase in rates will not be made more often than once in a 12-month period. However, We reserve the right to change rates at any time if any of the following events take place.

- 1. The terms of the Policy change.
- 2. A division, subsidiary, affiliated organization, or eligible class is added or deleted from the Policy.
- 3. Any federal or state law or regulation is amended to the extent it affects Our benefit obligation.
- 4. There is a change in the market factors or factors bearing on the risk assumed.

If an increase or decrease in rates takes place on a date that is not a Premium Due Date, a pro rata adjustment will apply from the date of the change to the next Premium Due Date.

**Payment of Premium:** The first Premium is due on the Policy Effective Date. If any premium is not paid when due, the Policy will be canceled as of the Premium Due Date, except as provided in the Policy Grace Period section.

**Policy Grace Period:** A Policy Grace Period of 31 days will be granted for the payment of the required premiums. The Policy will remain in force during the Grace Period. If the required premiums are not paid during the Policy Grace Period, insurance will end on the last Premium

Due Date on which required premiums were paid. The Policyholder will be liable to Us for any unpaid premium for the time the Policy was in force.

#### GENERAL PROVISIONS

**Entire Contract, Changes**: The Policy (including any endorsements or amendments), the signed application of the Policyholder, and any individual applications of Covered Persons, are the entire contract. Any statements made by the Policyholder or Covered Persons will be treated as representations and not warranties. No such statement shall void the insurance, reduce the benefits, or be used in defense of a claim for loss incurred unless it is contained in a written application.

To be valid, any change or waiver must be in writing (or authorized electronic or telephonic communications). It must be signed by our president or secretary and be attached to the Policy. No agent has authority to change or waive any part of the Policy.

**Incontestability**: Absent fraud, all statements made by the Policyholder in the written application or by the Insured are deemed representations and not warranties. No such written application made to effectuate insurance will cause Us to deny or reduce benefits or be used as a defense to a claim, unless a copy of the instrument containing the statement is, or has been, furnished to such person. In case of death or incapacity of the Insured such statement will be furnished to the Insured's beneficiary or representative.

**Policy Effective Date And Termination Date**: The Policy begins on the Policy Effective Date shown on page 1 of the Policy. We may terminate the Policy by giving 45 days advance notice in writing (or authorized electronic or telephonic means) to the Policyholder subject to the grace period. The Policyholder may terminate this Policy on any Premium Due Date by giving 45 days advance written (or authorized electronic or telephonic) notice to Us. This Policy terminates automatically on the earlier of: 1) the end of the Policy Term; or 2) the Premium Due Date if Premiums are not paid when due. Termination takes effect at 12:00 a.m. (midnight) Eastern Standard Time at the Policyholder's address on the date of termination.

**Clerical Error**: If a clerical error is made, it will not affect the insurance of any Covered Person. No error will continue the insurance of a Covered Person beyond the date it should end under the Policy terms.

**Examination Of Records And Audit**: We shall be permitted to examine and audit the Policyholder's books and records at any time during the term of the Policy and within 2 years after the final termination of the Policy as they relate to the premiums or subject matter of this insurance.

**Certificates Of Insurance**: Where it is required by law, or upon the request of the Policyholder, We will make available certificates outlining the insurance coverage and to whom benefits are payable under the Policy.

**Conformity With State Laws**: On the effective date of this Policy, any provision that is in conflict with the laws in the state where it is issued is amended to conform to the minimum requirements of such laws.

**Not In Lieu Of Workers' Compensation**: This Policy is not a workers' compensation policy. It does not provide workers' compensation benefits.

**Misstatement of Age**: If an Insured's age has been misstated, We adjust all benefits to the amounts that would have been purchased at the correct age.

Chubb. Insured."