

**CHUBB**

**ACE American Insurance Company**  
(A Stock Company)  
Philadelphia, PA 19106  
(Herein called We, Us, Our)

## **Blanket Accident Insurance Policy Amendment**

**Policy Number: ADD N17938496**

**Effective Date: November 30, 2019**

**Policyholder: State of Florida**

**Amendment No.: 1**

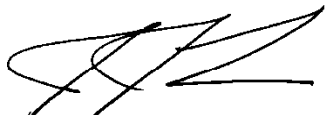
This Amendment form is made a part of the Policy to which it is attached and applies as of the Effective Date shown above. If no Effective Date is shown, this Amendment takes effect as of the Policy Effective Date. Any changes in premium apply as of the first premium due date on or after the effective date of this form.

The Policy has been changed as follows:

- Due to an increase of exposure (19 Position G's \* \$11.40) for the Department of Children and Families premium is increased by: \$216.60.

This form ends at the same time as the Policy. It is subject to all of the terms, limitations and conditions of the Policy except as they are changed by it.

Signed for ACE American Insurance Company in Philadelphia, Pennsylvania.

  
JOHN J. LUPICA, President

  
REBECCA L. COLLINS, Secretary

## NOTICE REGARDING PRIOR DESIGNATIONS OF BENEFICIARY

RE: ASSUMPTION OF PRIOR BENEFICIARY DESIGNATIONS AND ASSIGNMENTS

Policy #: ADD N17938496

Policyholder: State of Florida

Policy Effective Date: November 30, 2019

This policy is underwritten by ACE American Insurance Company

We agree, that in return for the payment of the required premium for coverage under the above referenced policy (the new policy), ACE American Insurance Company (the Company) agrees to be bound by the terms and conditions of any prior beneficiary designation or absolute assignment made by an insured under the prior policy providing the same or similar benefits issued to, or on behalf of the Policyholder named above provided the following conditions are met.

1. The insured person is covered under the policy at the time of loss, or other event triggering the exercise of the assignment, and has not exercised any legal or contractual right to change his or her beneficiary or terminate the assignment.
2. The original form is on file with the employer and the employer certifies at the time the rights under the form are exercised that it is the original form. The original, signed form must be submitted at the time of claim or other transaction requiring evidence of the designation or assignment.

In the event the beneficiary designation or assignment is found to be no longer valid for any reason, all policy rights, obligations and payment proceeds will be determined on the basis of the terms and conditions of the policy issued to the Policyholder by the Company.

The Company assumes no responsibility for the validity or sufficiency of any assignment or beneficiary designation, and by this assumption of prior executed forms, does not relinquish its right to challenge the legality of any such form. Any payment made in good faith by the Company under the terms of any prior assignment form, beneficiary designation or the terms of the new policy will end its liability to the extent of that payment.



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

# Group Application for Florida Accident Insurance

Application is hereby made for Accident Insurance based on the following statements and representations. Insurance will not go into effect until the required premium is paid for the plan of benefits selected by the Applicant.

Applicant  
 (Full Legal Name): State of Florida

Street Address: 4050 Esplanade Way, Suite 360

City, State Zip Code: Tallahassee, FL 32399

Taxpayer ID # \_\_\_\_\_

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:** ADD N17938496

**Requested Policy Term:** November 30, 2019 to November 30, 2022

**Classes of Eligible Persons:**

Class 1 All Law Enforcement Officers; Investigators and Inspectors; Pilots; Reserve, Volunteer, and Auxiliary Officers; Patrol Officers; Certified Correctional Officers; Security Officers; Baliff; Process Servers; Trainers; Probation Officers; Member of a bomb disposal unit; and any other Law Enforcement, Correctional or Correctional Probation Officer as defined in Florida Statute 112.19(b) of the Policyholder who are in Active Service.

Class 2 All Florida Highway Patrol Auxiliary Officers of the Policyholder who are in Active Service.

Class 3 All Firefighters as defined in Florida Statute 112.191(b) of the Policyholder who are in Active Service.

Class 4 All Members of the active Military, organized Militia of the Policyholder who are in Active Service.

Class 5 All Pilots of the Department of Management Services who are in Active Service.

No brochures or any material referencing the requested insurance will be published without the prior written approval of the Insurance Company.

<b>Premium Rates:</b> \$117,674	1 <sup>st</sup> Annual Installment (11/30/2019-11/30/2020)
TBD Based on Headcount	2 <sup>nd</sup> Annual Installment (11/30/2020-11/30/2021)
TBD Based on Headcount	3 <sup>rd</sup> Annual Installment (11/30/2021-11/30/2022)

**Premium Due Date:** Policy Effective Date, November 30, 2020 and November 30, 2021

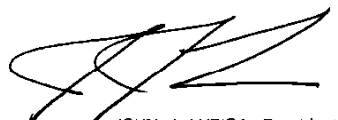
# Blanket Accident Policy

**POLICYHOLDER:** As shown on the Group Application  
**POLICY NUMBER:** As shown on the Group Application  
**POLICY EFFECTIVE DATE:** As shown on the Group Application  
**POLICY TERM:** As shown on the Group Application  
**STATE OF DELIVERY:** Florida

This Policy takes effect at 12:00 a.m. (midnight) 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) 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



REBECCA 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:** Annually in advance, on or before the following dates:  
the Policy Effective Date, November 30, 2020 and November 30, 2021

### CLASSES OF ELIGIBLE PERSONS:

As shown on the Group Application. 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.

### PLAN BENEFITS & COVERED ACTIVITIES:

#### Accidental Death & Dismemberment Benefits

Class 1 Principal Sum: \$ 75,000 - Line of Duty Coverage  
\$150,000 - Fresh Pursuit Coverage  
\$225,000 - Unlawful and Intentional Death & Dismemberment Coverage

Class 2 Principal Sum: \$ 75,000 - Line of Duty Coverage  
\$150,000 - Fresh Pursuit Coverage  
\$225,000 - Unlawful and Intentional Death & Dismemberment Coverage

Class 3 Principal Sum: \$ 75,000 - Line of Duty Coverage  
\$150,000 - Fresh Pursuit Coverage  
\$225,000 - Unlawful and Intentional Death & Dismemberment Coverage

Class 4 Principal Sum: \$ 75,000 - Line of Duty Coverage  
\$150,000 - Fresh Pursuit Coverage  
\$225,000 - Unlawful and Intentional Death & Dismemberment Coverage

Class 5 Principal Sum: \$ 75,000 - Line of Duty Coverage  
\$150,000 - Fresh Pursuit Coverage  
\$225,000 - Unlawful and Intentional Death & Dismemberment Coverage

Time Period for Loss: 365 days from the date of a Covered Accident

**Bereavement and Trauma Benefit (All Classes)**

Benefit Maximum: 5% of the Covered Person's Principal Sum, up to a Maximum Benefit of \$25,000  
Line of Duty Coverage  
Fresh Pursuit Coverage  
Unlawful and Intentional Death & Dismemberment Coverage

**Child Care Center Benefit (All Classes)**

Benefit Maximum: \$2,000 per year per Dependent Child, up to a total maximum of \$25,000 for all Dependent Children  
Line of Duty Coverage  
Fresh Pursuit Coverage  
Unlawful and Intentional Death & Dismemberment Coverage

**Child Education Benefit (All Classes)**

Benefit Amount: \$2,000 per year per Dependent Child, up to a total maximum of \$25,000 for all Dependent Children  
Line of Duty Coverage  
Fresh Pursuit Coverage  
Unlawful and Intentional Death & Dismemberment Coverage

Maximum Benefit Period: 4 years

**Coma Benefit (All Classes)**

Benefits are payable initially as 1% of the Principal Sum per Month up to 11 months and thereafter in a lump sum of 100% of the Principal Sum.

Line of Duty Coverage  
Fresh Pursuit Coverage  
Unlawful and Intentional Death & Dismemberment Coverage

**Continuation of Insurance Expense Benefit (All Classes)**

Benefit Maximum: \$5,000 per year  
Unlawful and Intentional Death & Dismemberment Coverage

Aggregate Maximum Benefit Period  
For Surviving Spouse & Dependent  
Child(ren):

5 years

**Cosmetic Disfigurement from Burns Benefit (All Classes)**

Benefit Amount: \$2,000  
Line of Duty Coverage  
Fresh Pursuit Coverage  
Unlawful and Intentional Death & Dismemberment Coverage

**Disability Benefit (Class 2 Only)**

Benefit Amount: \$300 per week  
Line of Duty Coverage  
Fresh Pursuit Coverage  
Unlawful and Intentional Death & Dismemberment Coverage

Time Period for Loss: 30 days from the date of the Covered Accident

Maximum Benefit Period: 104 weeks

**Funeral and Burial Expense Benefit (All Classes)**

Benefit Amount: \$5,000  
Unlawful and Intentional Death & Dismemberment Coverage

**Spouse Education Benefit (All Classes)**

Benefit Amount: \$2,000 per year  
Line of Duty Coverage  
Fresh Pursuit Coverage  
Unlawful and Intentional Death & Dismemberment Coverage

Maximum Benefit Period: 3 years

**INITIAL PREMIUM RATES:** As shown on the Group Application



## 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 on a full-time or part-time basis either 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 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 Child”** means an Insured’s child, from the moment of birth to the end of the calendar year in which the child reaches age 25 if the child is: 1) dependent on the Insured for support, or 2) living in the Insured’s household, or is a full-time or part-time student.

**“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) provide 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.

We will not deny a claim for services rendered in any one of the following Hospitals solely because the Hospital lacks major surgical facilities and is primarily of a rehabilitative nature, if such rehabilitation is specifically for the treatment of a physical disability: 1) the Joint Commission on the Accreditation of Hospitals; or 2) the American Osteopathic Association; or 3) the Commission on the Accreditation of Rehabilitative Facilities.

**“Injury”** means accidental bodily harm sustained by a Covered Person from a Covered Accident which is the direct cause, independent of disease or bodily infirmity, of the covered loss. 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.

Any occupational condition or impairment of health of any firefighter or any law enforcement officer or correctional officer caused by tuberculosis, heart disease, or hypertension resulting in death shall be presumed to have been accidental, to have been suffered in the Line of Duty, and to be a Covered Loss. To be entitled to this presumption, the definitions and requirements of Florida Statutes Section 112.18 must be met.

Any firefighter, paramedic, emergency medical technician, law enforcement officer, or correctional officer who suffers an occupational condition or impairment of health that is caused by hepatitis, meningococcal meningitis, or tuberculosis, that requires medical treatment, and that results in death shall be presumed to have been accidental, and to be a Covered Loss. To be entitled to this presumption, the definitions and requirements of Florida Statutes Section 112.181 must be met.

Any firefighter, paramedic, emergency medical technician, law enforcement officer, or correctional officer who suffers an occupational condition or impairment of health that is caused by exposure to a toxic substance, adverse results or complications from a smallpox vaccination, or a mental or nervous Injury, that requires medical treatment, and that results in death shall be presumed to have been accidental and to be a Covered Loss. To be entitled to this presumption, the definitions and requirements of Florida Statutes Section 112.1815 must be met.

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

**“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.

## 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, within the Time Period for Loss shown in the *Schedule of Benefits*, in any one of the losses shown below, 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
Quadriplegia .....	100% of the Principal Sum
One Member .....	50% of the Principal Sum
Hemiplegia .....	50% of the Principal Sum
Paraplegia.....	75% of the Principal Sum
Thumb and Index Finger of the Same Hand.....	25% of the Principal Sum
Uniplegia.....	25% of the Principal Sum

“Quadriplegia” means total Paralysis of both upper and lower limbs. “Hemiplegia” means total Paralysis of the upper and lower limbs on one side of the body. “Uniplegia” means total Paralysis of one lower limb or one upper limb. “Paraplegia” means total Paralysis of both lower limbs or both upper limbs. “Paralysis” means total loss of use. A Doctor must determine the loss of use to be complete and not reversible at the time the claim is submitted.

“Member” means Loss of Hand or Foot, Loss of Sight, Loss of Speech and Loss of Hearing. “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 Speech” means total and permanent loss of audible communication that is irrecoverable by natural, surgical or artificial means. “Loss of Hearing” means total and permanent Loss of Hearing in both ears that is irrecoverable and cannot be corrected by any means. “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.

## **Bereavement and Trauma Counseling Benefit**

We will pay counseling sessions, up to the Benefit Maximum shown in the *Schedule of Benefits*, subject to the following conditions, when the Covered Person and/or Immediate Family Member requires bereavement and trauma counseling because the Covered Person suffered a Covered Loss that resulted directly and independently of all other causes from a Covered Accident.

Such counseling must meet all of the following conditions:

1. covered bereavement and trauma counseling expenses must be incurred within one year from the date of the Covered Accident causing the Covered Loss;
2. the expense is charged for a bereavement or trauma counseling session for the Covered Person and/or one or more of his or her Immediate Family Members;
3. counseling is provided under the care, supervision or order of a Doctor; and
4. a charge would have been made if no insurance existed.

"Immediate Family Member" means a person who is related to the Covered Person in any of the following ways: spouse, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, father-in-law, parent (includes stepparent), brother or sister (includes stepbrother or stepsister) or child (includes legally adopted child or stepchild), grandchild and grandparent.

Covered bereavement and trauma counseling benefits do not include any expense for which the Covered Person is entitled to benefits under any Workers' Compensation Act or similar law.

## **Child Care Center Benefit**

We will pay benefits shown in the *Schedule of Benefits* for the care of each surviving Dependent Child in a Child Care Center if death of a Covered Person results directly and independently of all other causes from a Covered Accident. This benefit is subject to the following conditions:

1. one or more surviving Dependent Child(ren) is under Age 13; and
2. was enrolled in a Child Care Center on the date of the Covered Accident; or
3. enrolls in a Child Care Center within 90 days from the date of the Covered Accident.

This benefit will be payable to the person who has legal physical custody of the Dependent Child and who has primary responsibility for the Dependent Child's expenses.

Payments will be made at the end of each 12 month period that begins after the date of the Covered Person's death. A claim must be submitted to Us at the end of each 12 month period with proof of enrollment and attendance. A 12-month period begins:

1. when the Dependent Child enters a Child Care Center for the first time, within the period specified in (3) above, after the Covered Person's death; or
2. on the first of the month following the Covered Person's death, if the Dependent Child was enrolled in a Child Care Center before the Covered Person's death.

Each succeeding 12-month period begins on the day immediately following the last day of the preceding period. Pro rata payments will be made for periods of enrollment in a Child Care Center of less than 12 months.

"Child Care Center" is a facility that:

1. is licensed and run according to laws and regulations applicable to child care facilities; and
2. provides care and supervision for children in a group setting on a regular, daily basis.

A Child Care Center does not include any of the following:

1. a Hospital;
2. the child's home;
3. care provided during normal school hours while a child is attending grades one through twelve.

### **Child Education Benefit**

We will pay an additional benefit for each qualifying Dependent child covered under the policy on the date the Covered Person dies. The Covered Person's death must result, directly and independently of all other causes, from a Covered Accident for which an Accidental Death Benefit is payable. This benefit is subject to the following conditions:

A qualifying Dependent child must:

1. be enrolled as a full-time student in an accredited school of higher learning beyond the 12<sup>th</sup> grade level on the date of the Covered Person's Covered Accident; or be at the 12<sup>th</sup> grade level on the date of the Covered Person's Covered Accident and then enroll as a full-time student at an accredited school of higher learning within 365 days from the date of the Covered Accident and continue his education as a full-time student; and
2. incur expenses for tuition, fees, books, room and board, transportation and any other costs payable directly to, or approved and certified by, such school.

Payments will be made to each qualifying Dependent child or to the child's legal guardian, if the child is a minor at the end of each year for the number of years shown in the *Schedule of Benefits*. We must receive proof satisfactory to Us of the Dependent child's enrollment and attendance within 31 days of the end of each year.

### **Coma Benefit**

We will pay the Coma Benefit shown in the *Schedule of Benefits* if a Covered Person becomes Comatose within 31 days of a Covered Accident and remains in a Coma for at least 31 days.

We reserve the right, at the end of the first 31 days of Coma, to require proof that the Covered Person remains Comatose. This proof may include, but is not limited to, requiring an independent medical examination at Our expense.

We will pay this benefit in periodic payments and a lump sum as shown in the *Schedule of Benefits*. Periodic payments will end on the first of the following dates:

1. the end of the month in which the Covered Person dies;
2. the end of the 11th month for which this benefit is payable;
3. the end of the month in which the Insured recovers from the Coma.

A person is deemed "Comatose" or in a "Coma" if he or she is in a profound stupor or state of complete and total unconsciousness, as the result of a Covered Accident.

## **Continuation of Insurance Expense Benefit**

We will pay benefits, up to the Maximum Benefit shown in the *Schedule of Benefits*, if a surviving spouse or a surviving Dependent child elects to continue group health insurance provided by the Employer of a Covered Person who died, subject to all of the following conditions:

1. the Covered Person's death results directly and independently of all other causes from a Covered Accident; and,
2. within 60 days of the Covered Person's death, the surviving spouse and/or surviving Dependent child notifies Us of his or her election to continue existing coverage under the Employer's plan as permitted by state or federal continuation law; and,
3. if the Covered Person is a firefighter, the death must be: a) a result of an act of violence inflicted by another person; b) a result of a fire which has been determined to be caused by an act of arson; or c) a result of an assault of the firefighter under riot conditions; or
4. if the Covered Person is a law enforcement, correctional or correctional probation officer, the death must be: a) the result of an act of violence inflicted by another person; or b) a result of an assault against the Covered Person.

This benefit, payable annually, equals the premiums required to continue the health insurance described above, as long as the total amount of this benefit does not exceed the Benefit Maximum shown in the *Schedule of Benefits*. The benefit will be paid at the end of each year during which health insurance is continued, if We receive a request for reimbursement and proof of the premiums paid during that year. Benefit payments will continue until the earliest of the following dates:

1. the date a surviving spouse or surviving Dependent child is no longer eligible to continue health insurance coverage;
2. the date benefit payments equal the Benefit Maximum;
3. the end of the Aggregate Maximum Benefit Period; and,
4. the date a surviving spouse remarries or the date a surviving Dependent child reaches age 25.

Benefits are payable to the surviving spouse, or the person who actually paid the premium on the surviving spouse's behalf, if other than the surviving spouse.

The term "health insurance" does not include supplemental benefits that are not part of their basic group health insurance plan. Health insurance benefits payable from any other source shall reduce benefits payable under this benefit.

## **Cosmetic Disfigurement from Burns Benefit**

We will pay the Cosmetic Disfigurement from Burns Benefit shown in the *Schedule of Benefits*, if a Covered Person suffers third- or fourth-degree burn on at least 20% of the Covered Persons body in one or more areas of the body.

## **Disability Benefit**

We will pay the Disability Benefit shown in the *Schedule of Benefits* if the Covered Person is Totally Disabled or Presumptively Disabled as a direct result of, and from no other cause but, a Covered Accident. A lump sum payment will be made in lieu of the weekly benefit, if the Covered Person is Presumptively Disabled. 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 Covered Person provides satisfactory proof of Total Disability to Us.

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

1. the date the Covered Person dies; or
2. the date the Covered Person is no longer Totally Disabled; or
3. the date the Maximum Benefit Period for this benefit ends; or
4. the date the Covered Person fails to submit satisfactory proof of continuing Total Disability.

“Total Disability” or “Totally Disabled” means that the 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.

“Presumptively Disabled” means We will presume a Covered Person is Totally Disabled if he or she suffers the complete and irrecoverable loss of sight of both eyes, speech, hearing in both ears, or of any two limbs, hands or feet.

## **Funeral and Burial Expense Benefit**

We will pay the benefit shown in the *Schedule of Benefits*, for funeral and burial of a Covered Person who dies from an Injury resulting directly and independently of all other causes from a Covered Accident.

## **Spouse Education Benefit**

We will pay benefits for the Covered Person’s Spouse as described below, up to the Benefit Maximum shown in the *Schedule of Benefits* if a Benefit is payable under the Accidental Death and Dismemberment Benefit due to the Covered Person’s death. To qualify for the Spouse Education Benefit, the Spouse must enroll in an Occupational Training program within one year of the date of the Covered Person’s death for the purpose of obtaining an independent source of income.

We will pay a Spouse Education Benefit equal to the lesser of:

1. the Spouse Education Benefit amount shown in the *Schedule of Benefits*; or
2. the Expense Incurred for Occupational Training.

“Expense Incurred” means: a) the actual tuition charged, exclusive of room and board; and, b) the actual cost of the materials needed for the Occupational Training program.



The expense must be incurred within 3 years of the date of the Covered Person's death. We will pay the Spouse Education Benefit due immediately after We receive proof that the Spouse has enrolled in an Occupational Training program.

"Occupational Training" means any educational, professional, or trade training program which prepares the Spouse for an occupation for which he or she otherwise would not have been qualified.

"Spouse" means the Covered Person's wife or husband who was not legally separated or divorced from the Covered Person when he or she died.

## 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.

### Exposure and Disappearance

Coverage under this hazard includes exposure to the elements after the forced landing, stranding, sinking, or wrecking of a vehicle in which the Covered Person was traveling.

A Covered Person is presumed dead if:

1. he or she is in a vehicle that disappears, sinks, or is stranded or wrecked on a trip covered by this Policy; and
2. the body is not found within one year of the Covered Accident.

### Fresh Pursuit Coverage

The Covered Accident must take place while on duty, on or off the Policyholder's premises.

This Coverage includes Injury which:

1. for law enforcement, correctional or correctional probation officers results in a Covered Loss that occurs:
  - a. as a result of the officer's response to Fresh Pursuit; or
  - b. as a result of an officer's response to what is reasonably believed to be an emergency; or
  - c. at the scene of a traffic accident to which the officer has responded; or
  - d. while the officer is enforcing what is reasonably believed to be a traffic law or ordinance.
2. for firefighters, results in a Covered Loss as a result of the firefighter's response to what is reasonably believed to be an emergency involving the protection of life or property or the firefighter's participation in a training exercise.

"Fresh Pursuit" means the pursuit of a person who has committed or is reasonably suspected of having committed a felony, misdemeanor, traffic infraction or violation of a county or municipal ordinance. Fresh Pursuit shall not necessarily imply instant pursuit, but pursuit without reasonable delay.

### Line of Duty Coverage

The Covered Accident must take place while:

1. on duty, on or off the Policyholder's premises; or
2. making a "Line of Duty" response to an emergency while off duty.

"Line of Duty" means acts done according to the standards set by the Policyholder for the type of work in which the Insured is engaged. It does not include:

1. commuting between home and place of work; or
2. traveling or any other act not considered to be in the Insured's Line of Duty.

## **Unlawful and Intentional Death & Dismemberment Coverage**

This Coverage includes death or dismemberment resulting from the unlawful and intentional Injury:

1. of a law enforcement, correctional, or correctional probation officer, while engaged in the performance of the officer's law enforcement duties; and
2. of a firefighter, while engaged in the performance of his or her firefighter duties, who dies or is dismembered as a result of;
  - a) an Injury sustained by an unlawful and intentional act of another person; or,
  - b) a fire which has been determined to have been caused by an act of arson;while on assignment by or at the direction of the Policyholder whether on or off the premises of the Policyholder.

### **EXCLUSIONS**

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

- intentionally self-inflicted Injury.
- suicide or attempted suicide.
- war or any act of war, whether declared or not.
- service in the military, naval or air service of any country.
- 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. (except as provided by the Policy)
- commission of, or attempt to commit, a felony, an assault or other illegal activity.
- the Covered Person being legally intoxicated as determined according to the laws of the jurisdiction in which the Injury occurred.

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.

## SCOPE OF COVERAGE

### Crime Victims Provision

If the Covered Person is a victim of a violent crime and it is determined that the Covered Person is eligible under the Florida Crimes Compensation Act, any deductible and coinsurance provision of this Policy will not apply. The Covered Person must provide Us with a copy of the written notification concerning their status received from the Office of the Attorney General, Division of Victim Services, State of Florida.

## 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. 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. If it cannot be provided within that time, it should be sent as soon as reasonably possible. In no event, except in the absence of legal capacity, should proof of loss be sent later than one year from the time proof is otherwise required.

**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 will be paid when We receive 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 there is no named beneficiary or surviving beneficiary on record with Us or Our authorized agent, We pay benefits in equal shares to the first surviving class of the following: 1) Spouse and children in equal shares; 2) Parents. 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.

**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.

**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 the Policy before 60 days following the date proof of loss was given to Us. No such action can be brought after expiration of the applicable statute of limitations from the time written proof of loss is required to be furnished.

## 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 31 days advanced written, or authorized electronic or telephonic notice. No change in rates will be made until 36 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.

**Policy Effective Date And Termination Date:** The Policy begins on the Policy Effective Date at 12:00 a.m. (midnight) at the address of the Policyholder where this Policy is delivered. This Policy terminates automatically on the earlier of: 1) the last day of the Policy Term; or 2) the Premium Due Date if Premiums are not paid when due provided written notice of cancellation is given to the Policyholder within 45 days after the Premium Due Date. Termination takes effect at 12:00 a.m. (midnight) at the Policyholder's address on the date of termination. If notice of cancellation is not given within this period, the Policy will terminate at 12:00 a.m. (midnight) on the date written notice of cancellation is given. The cancellation notice will be mailed to the Policyholder's last address shown in Our records.

**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.

**Chubb. Insured.<sup>SM</sup>**

**CHUBB GROUP  
U.S. PRIVACY NOTICE**

<b>FACTS</b>	<b>WHAT DOES THE 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.	
<b>Reasons we can share your personal information</b>	<b>Does Chubb share?</b>	<b>Can you limit this sharing?</b>
<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="https://www2.Chubb.com/us-en/privacy.aspx">https://www2.Chubb.com/us-en/privacy.aspx</a>	



<b>Who is providing this notice?</b>		The Chubb Group. A list of these companies is located at the end of this document.
<b>What we do</b>		
<b>How does Chubb Group protect my personal information?</b>	<p>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.</p> <p>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.</p>	
<b>How does Chubb Group collect my personal information?</b>	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> <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> </ul> <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>	
<b>Why can't I limit all sharing?</b>	<p>Federal law gives you the right to limit only</p> <ul style="list-style-type: none"> <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> </ul> <p>State laws and individual companies may give you additional rights to limit sharing. See below for more on your rights under state law.</p>	
<b>Definitions</b>		
<b>Affiliates</b>	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <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>	
<b>Nonaffiliates</b>	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>• Chubb does not share with nonaffiliates so they can market to you.</li> </ul>	
<b>Joint Marketing</b>	<p>A formal agreement between nonaffiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> <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 see the personal information about you that we have on file. To see your information, write Chubb Group Attention: Privacy Inquiries, 202 Hall's Mill Road, P.O. Box 1600, Whitehouse Station, NJ 08889-1600. Chubb may charge a reasonable fee to cover the costs of providing this information. If you think any of the information is not accurate, you may write us. We will let you know what actions we take. If you do not agree with our actions, you may send us a statement. If you want a full description of privacy rights that we will protect in accordance with the law in your home state, please contact us and we will provide it. We may disclose information to certain third parties, such as law enforcement officers, without your permission.

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

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

### Chubb Group Companies Providing This Notice

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

## Chubb Group

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

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

This notice is effective as of June 15, 2018.

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

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

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

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

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

##### **A. Required Uses and Disclosures**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(1) When required by law.

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

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

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

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

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

(7) For law enforcement purposes, including for the purpose of identifying or locating a suspect, fugitive, material witness or

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

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

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

(10) When consistent with applicable law and standards of ethical conduct if the Company, in good faith, believes the use 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.

### **III. The Company's Duties**

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

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

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

#### **A. "Minimum Necessary" Standard**

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

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

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

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