

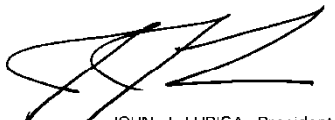
Catastrophic Student Blanket Accident Policy

POLICYHOLDER: EAGLE POINT SCHOOL DISTRICT #9
POLICY NUMBER: SDA N04205431- 52690
POLICY EFFECTIVE DATE: 5/1/2022
POLICY TERM: 5/1/2022 to 9/30/2023
STATE OF DELIVERY: Oregon
ADMINISTRATOR: Myers-Stevens & Toohy Co., Inc.
26101 Marguerite Parkway
Mission Viejo, CA 92692-3203
(800) 827-4695

This policy takes effect at 12:01 A.M. 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 11:59 P.M on the last day of the 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: On or before the Policy Effective Date.

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 students who participate in the Policyholder’s sponsored and supervised activities involving overnight travel that includes periods without direct and immediate supervision of the Policyholder.
- Class 2: All parent chaperones who participate in the Policyholder’s sponsored and supervised activities.

COVERED ACTIVITIES: Short-term 24-Hour Coverage

PLAN BENEFITS:

Accidental Indemnity Benefits

Principal Sum: \$25,000

| Covered Loss for: | Benefit Amount |
|---|-----------------------|
| Life: | 100% |
| Brain Death: | 100% |
| Two or more Members, or Sight of Both Eyes: | 200% |
| One Member, or Sight of One Eye: | 40% |
| Thumb and Index Finger of the Same Hand: | 20% |

If multiple losses occur, only one Benefit Amount, the largest, will be paid for all losses due to the same Covered Accident.

Time Period for Loss: 180 days

Catastrophic Accident Benefits

Principal Sum: \$500,000

Mode of Payment:

| | |
|--|------------|
| Lump Sum Payment After First 6 Months: | \$100,000 |
| Monthly Payment Thereafter: | \$3,333.33 |

| Covered Loss for: | Benefit Amount |
|--------------------------|-----------------------|
| Coma: | 100% |
| Quadriplegia: | 100% |
| Hemiplegia: | 100% |

Paraplegia:100%
Uniplegia:50%

Time Period for Loss: 180 days
Covered Loss must continue for: 6 consecutive months

Mode of Payment: If multiple losses occur, only one Benefit Amount, the largest, will be paid for all losses due to the same Covered Accident. The covered Coma, Brain Death and Paralysis must be diagnosed by a Doctor as permanent and from which recovery is not likely to occur. Benefits will terminate when the Insured is no longer paralyzed or in a Coma.

Accident Medical Expense Benefits

Benefit Maximum: \$1,000,000
Scope of Coverage: Full Excess Benefits

Deductible: \$25,000*
Deductible Incurral Period: 2 years from the date of the Covered Accident

* We will waive the Deductible, if an Insured is Presumptively Disabled. "Presumptively Disabled" means We will presume an Insured is Totally Disabled, if he or she suffers the complete and irrecoverable loss of sight of both eyes, or of any two limbs, hands or feet, or total and irreversible paralysis of any two limbs which is the result of a covered Injury to the spinal cord, coma or brain death.

Maximum Benefit Period 10 years after the date of the Covered Accident

INITIAL PREMIUM RATES: \$0.63 per person, per day

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.

“Accident” means a sudden, unexpected and unintended event.

“Active Service” means a Covered Person is 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

“Co-insurance Rate” means the percentage of coverage expenses payable by the Company.

“Covered Accident” means an Accident that occurs while coverage is in force for an Insured and results in a loss or Injury covered by the Policy for which benefits are payable.

“Covered Activity” means any activity that the Policyholder requires the Insured to attend, or that is under its supervision and control listed in the Schedule of Benefits and insured under the Policy.

“Covered Expenses” means expenses actually incurred by or on behalf of an Insured for treatment, services and supplies covered by the Policy. Coverage under the Policyholder’s Policy must remain continuously in force from the date of the 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.

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

“Deductible” means the dollar amount of Covered Expenses that must be incurred as an out-of-pocket expense by each Insured per Accident basis before Accident Medical Expense Benefits and/or other Additional Benefits paid on an expense incurred basis are payable under the Policy.

“Doctor” means a licensed health care provider acting within the scope of his or her license and rendering care or treatment to an Insured that is appropriate for the conditions and locality. It will not include an Insured or a member of the Insured’s Immediate Family or household.

“Extended Care Facility” means an institution operating pursuant to applicable laws that is engaged in providing, for a fee, inpatient skilled nursing care and related services under the supervision of a Doctor and registered nurses. It must have facilities for 10 or more inpatients and maintain medical records of all its patients.

“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.

“Hospital” means an institution that: 1) operates as a Hospital pursuant to law for the care, treatment, and providing of in-patient 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 pre-arranged 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.

“Hospital Confined” means a stay of 24 or more consecutive hours as a registered resident bed-patient in a Hospital.

“Immediate Family” means an Insured’s parent, grandparent, brother, sister, legal guardian, or anyone else related by blood or marriage.

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

“Insured” means a person in a Class of Eligible Persons who enrolls for coverage and for whom the required premium is paid making insurance in effect for that person. An Insured is not a Dependent covered under the Policy.

Insured may also be called a **“Covered Person”**.

“Medical Emergency” means a condition caused by an Injury that manifests itself by symptoms of sufficient severity that a prudent layperson 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 Insured’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.

“Normal School Hours” begin one hour before the first scheduled period of instruction of the day begins and ends one hour after the last scheduled period of instruction of the day ends. This period is extended if the Insured is serving detention, participating in a scheduled extracurricular activity, or performing specific work under the direction and supervision of the Policyholder after Normal School Hours. The period is extended to one hour after the scheduled end time for the detention, extracurricular activity, work activity.

“Sickness” means an illness, disease or condition of the Insured that causes a loss for which an Insured 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.

“Trip” means travel by air, land, or sea from the Insured’s Home Country or place of residence to another destination based on a scheduled itinerary.

“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.

“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 date 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 at 12:01 AM on the later of the Policy Effective Date or the date he or she is eligible, if not required to contribute to the cost of this insurance.

TERMINATION DATE OF INSURANCE

An Insured's coverage will end on the earlier 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.

ACCIDENT INDEMNITY BENEFITS

If Injury to the Insured results, within 180 days of the date of a Covered Accident, 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 Accident.

ACCIDENTAL DEATH AND DISMEMBERMENT BENEFITS

“Brain Death” means irreversible unconsciousness with total loss of brain function; and complete absence of electrical activity of the brain, even though the heart is still beating.

“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” or “Loss of Four Fingers 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.

CATASTROPHIC ACCIDENT BENEFITS

The Covered Loss must continue for 6 consecutive months before benefits are payable.

“Coma” means the Insured is in a profound stupor or state of complete and total unconsciousness, as the result of a Covered Accident.

“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 either 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.

ACCIDENT MEDICAL EXPENSE BENEFITS

We will pay Accident Medical Expense Benefits for Covered Expenses that result directly, and from no other cause, within 180 days from a Covered Accident. These benefits are subject to the Deductibles, Coinsurance Rates, Benefit Periods, Benefit Maximums 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 has been met;
2. for those Medically Necessary Covered Expenses that the Insured receives; and

3. for charges incurred within the Time Period for Accident 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: the daily room rate when an Insured 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, blood and blood transfusions anesthesia and medicines (excluding take home drugs) when Hospital Confined.
3. Medical Emergency Care (room and supplies) Expenses: including the attending Doctor's charges, X-rays, laboratory procedures, use of the emergency room and supplies for the treatment of a Medical Emergency.
4. Outpatient Surgical Room and Supply Expenses for use of the surgical facility.
5. Doctor Non-Surgical Treatment/Examination Expenses (excluding medicines and x-rays) including the Doctor's initial visit, each necessary follow-up visit and consultation visits when referred by the attending Doctor.
6. Doctor's Surgical Expenses (as shown in the Schedule of Benefits): 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 as shown in the Schedule of Benefits for the most expensive procedure and 50% of covered expenses for the additional surgeries.
7. Anesthesiologist Expenses for pre-operative screening and administration of anesthesia during a surgical procedure whether on an inpatient or outpatient basis.
8. Outpatient Laboratory Test Expenses
9. Physiotherapy/Chiropractic Services Expenses on an inpatient or outpatient basis limited to one visit per day (as shown in the Schedule of Benefits): Expenses include treatment and office visits connected with such treatment when prescribed or performed by a Doctor, including diathermy, ultrasonic, whirlpool, or heat treatments, adjustments, manipulation, massage or any form of physical therapy.
10. X-ray Expenses (including reading charges) but not for dental X-rays
11. 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.
12. Ambulance Expenses for transportation from the emergency site to the Hospital.

13. 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.
14. Prescription Drug Expenses (for injuries only) prescribed by a Doctor and administered on an outpatient basis.
15. Medical Equipment Rental Expenses for a wheelchair or other medical equipment that has therapeutic value for an Insured. We will not cover computers, motor vehicles or modifications to a motor vehicle, ramps and installation costs, eyeglasses and hearing aids.
16. Medical Services and Supplies: expenses for blood and blood transfusions; oxygen and its administration.

Cosmetic Disfigurement From Burns Benefit

We will pay the Cosmetic Disfigurement from Burns Benefit shown in the *Schedule of Benefits*, if an Insured suffers third or fourth degree burns in one or more areas of the body.

The benefit payable for any one loss is determined by the following formula:

1. Identify the Body Part's burned in the Cosmetic Burn Chart shown below;
2. Multiply the corresponding Area Classification Factor(s) by the percentage of the total surface area of each Body Part actually burned;
3. The result(s), multiplied by the Aggregate Maximum will determine the Maximum Benefit Amount Payable under this benefit.

Cosmetic Burn Chart

| Body Part | Area Classification Factor | Percentage of Surface Burned* | of Area | Percentage of Maximum Amount Payable | of Benefit |
|------------------------|----------------------------|-------------------------------|---------|--------------------------------------|------------|
| Head | 1.0 | 100% | | 100% | |
| Face | 0.9 | 100% | | 90% | |
| Neck | 0.9 | 100% | | 90% | |
| Torso | 0.35 | 100% | | 35% | |
| Lower Leg (Below Knee) | 0.3 | 100% | | 30% | |
| Hand & Forearm | 0.25 | 100% | | 25% | |
| Upper Arm | 0.15 | 100% | | 15% | |
| Thigh | 0.1 | 100% | | 10% | |

*The percentage shown is based on 100% of the Body Part identified as being burned. If less than 100% of the Body Part is burned, an appropriate corresponding percentage of the Allowable Percentage is to be used in determining the percentage of the Maximum Benefit Amount payable.

Crisis Management Benefit

If one or more Covered Persons are killed as a result of criminal violence within 180 days of participating in a sponsored and supervised Covered Activity [on school premises] We will pay the Crisis Management Benefit shown in the Schedule of Benefits to the school or school district.

The Covered Activity includes a time period of one hour before the first scheduled period of instruction or Covered Activity and ends one hour after the last scheduled period of instruction or Covered Activity.

Special Adaptation Expense Benefit

We will pay Special Adaptation Expense Benefits as shown in the *Schedule of Benefits*, if an Insured:

1. suffers a "Presumptive Disability" from a Covered Accident; and
2. requires a special housing adaptation; or
3. a special Vehicle to accommodate the disability.

Benefits will not be payable unless the Insured's Doctor certifies them as necessary.

"Presumptive Disability" means We will presume an Insured 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, provided the loss occurs within one year of the Covered Accident.

"Vehicle" means a private passenger land motor vehicle. It includes automobiles, vans, and four wheel drive vehicles. It does not include a vehicle used for farming, commercial business, racing or any type of competitive speed event.

Traumatic Brain Deficit Benefit

We will pay a Traumatic Brain Deficit Benefit as shown in the *Schedule of Benefits* if, an Insured suffers a Traumatic Brain Deficit.

"Traumatic Brain Deficit" means an Injury to the brain which: 1) occurs, and is diagnosed by a Doctor; 2) results in measurable, neurological deficit persisting for the lesser of at least 12 consecutive months or the time at which maximum recovery has been reached; 3) requires permanent daily personal supervision; and 4) results in the inability of the Insured to perform independently three or more of the following activities of daily living: a) transferring (moving in or out of a bed or chair); b) dressing; c) bathing; d) feeding; e) toileting; or f) continence.

If the Injury results in a period of time during which the Insured is in a Coma and/or a Persistent Vegetative State, that period of time can contribute towards meeting the time requirement in this definition. However, a benefit for Traumatic Brain Deficit is only payable if the above conditions have been met.

"Coma" means the Insured is in a profound stupor or state of complete and total unconsciousness, as the result of a Covered Accident.

“Persistent Vegetative State” means a condition in which the Insured has lost cognitive neurological functions and awareness of the environment, but retains non-cognitive functions and maintains a sleep-wake cycle.

HAZARDS INSURED AGAINST

24-Hour Coverage

We will pay the benefits described in the Policy when a Covered Person suffers a Covered Accident any time while insured by the Policy. Unless otherwise specified, We will pay benefits only once for a Covered Accident.

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.

EXCLUSIONS

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

1. Intentionally self-inflicted Injury, suicide or attempted suicide; commission of, or attempt to commit a felony; an assault or other criminal activity.
2. Any Injury that is caused by: (a) Flight in, boarding or alighting from an Aircraft, except as a fare-paying passenger on a regularly scheduled commercial airline; (b) Parachuting, skydiving, parasailing, hang-gliding; (c) Travel in or on any off-road motorized vehicle not requiring licensing as a motor vehicle; (d) An accident if the Insured is the operator of a motor vehicle and does not possess a valid motor vehicle operator's license, except while participating in Driver's Education Program.
3. War or any act of war, whether declared or not.
4. Commission of, or active participation in, a riot or insurrection.
5. 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.
6. Treatment by persons employed or retained by the Policyholder, or by any Immediate Family or member of the Insured's household.
7. Injury covered by Workers' Compensation Employers' Liability or similar occupational laws.
8. Expenses payable by any automobile insurance policy without regard to fault.
9. Covered medical expenses for which the Insured would not be responsible for in the absence of the Policy.
10. Cosmetic surgery, except for reconstructive surgery needed as the result of an Injury.

11. Eyeglasses, contact lenses, hearing aids, repair or replacement of them, examinations or prescriptions for them, except for an Injury to the eye or ear while coverage is in effect.
12. Injury or death caused while riding in or on, entering into or alighting from, or being struck by a 2 or 3-wheeled motor vehicle.

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 Insured 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 the 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 immediately after 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. If no beneficiary is on record with Us or Our authorized agent, payment will be made to 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.

Beneficiary: The Insured may designate a beneficiary or change the beneficiary at any time by written (or electronic and telephonic) notice to Us or Our authorized agent at the Administrator's address on file with the Policyholder and shown on the Policy face page. 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, 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 Insured 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.

Facility Of Payment: Whenever payments that should have been made under the Policy are made by any other policy, the Company reserves the right to pay over to any plan making such other payments, any amounts the Company determines are warranted in order to satisfy the intent of this provision. The amounts paid are considered benefits paid under the Policy and, to the extent of such payments, the Company shall be fully discharged from liability under the Policy. In no event will the Company pay more than the benefits payable under the Policy for all policies providing the same or similar benefits issued to the Policyholder and underwritten by the Company.

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 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. There is a change in the factors bearing on the risk assumed.
4. Any federal or state law or regulation is amended to the extent it affects Our benefit obligation.

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. After that, premiums will be due monthly unless We agree with the Policyholder on some other method of premium payment.

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.

Payment of Premiums By Employee: Any employee whose compensation includes group disability or blanket disability insurance providing health care services, the premiums for which are paid in full or in part by an employer, or paid by payroll deduction, may pay the Premiums as they become due directly to the Policyholder whenever the employee's compensation is suspended or terminated directly or indirectly as the result of a strike, lockout, or other labor dispute, for a period not exceeding six months and at the rate and coverages as the Policy provides. During that period of time the Policy may not be altered or changed.

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 Insureds, are the entire contract. Any statements made by the Policyholder or Insureds 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 and a copy of which has been furnished to the Policyholder or Insured.

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 12:01 AM Standard Time at the address of the Policyholder where this Policy is delivered. We may terminate this Policy by giving 31 days advance notice in writing (or authorized electronic or telephonic means) to the Policyholder. Either We or the Policyholder may terminate this Policy on any Premium Due Date by giving 31 days advance written (or authorized electronic or telephonic) notice to the other party. This Policy may be terminated at any time by mutual written or authorized electronic/telephonic consent of the Policyholder and Us. This Policy terminates automatically on the earlier of: 1) the Policy Termination Date shown in the Schedule of Benefits; or 2) the Premium due date if Premiums are not paid when due. Termination takes effect at 12:01 AM 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 Insured. No error will continue the insurance of an Insured 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.

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.

Subrogation: We may recover any benefits paid under the Policy to the extent an Insured is paid for the same Injury by a third party, or another insurer. We may only be reimbursed to the amount of the Insured's recovery. The Insured has a right to be fully compensated before any recovery by Us or reimbursement to Us. Further, We have the right to offset future benefits payable to the Insured under the Policy against such recovery.

Upon request the Insured must complete the required forms and return them to Us or Our authorized agent. The Insured must cooperate fully with Us or Our representative in asserting its right to recover.

A refund from any recovery will only be made to Us if the amount of the recovery exceeds the amount of the Insured's actual damages.

Chubb. Insured.SM

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

| FACTS | WHAT DOES THE CHUBB GROUP DO WITH YOUR PERSONAL INFORMATION? | |
|---|--|------------------------------------|
| Why? | Insurance companies choose how they share your personal information. Federal and state law gives consumers the right to limit some but not all sharing. Federal and state law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do. | |
| What? | <p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> ▪ Social Security number and payment history ▪ insurance claim history and medical information ▪ account transactions and credit scores <p>When you are no longer our customer, we continue to share information about you as described in this notice.</p> | |
| How? | All insurance companies need to share customers’ personal information to run their everyday business. In the section below, we list the reasons insurance companies can share their customers’ personal information; the reasons the Chubb Group chooses to share; and whether you can limit this sharing. | |
| Reasons we can share your personal information | Does Chubb share? | Can you limit this sharing? |
| For our everyday business purposes – such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus | Yes | No |
| For our marketing purposes – to offer our products and services to you | Yes | No |
| For joint marketing with other financial companies | Yes | No |
| For our affiliates’ everyday business purposes – information about your transactions and experiences | Yes | No |
| For our affiliates’ everyday business purposes – information about your creditworthiness | No | We don’t share |
| For our affiliates to market to you | No | We don’t share |
| For nonaffiliates to market to you | No | We don’t share |
| Questions? | Call 1-800-258-2930 or go to https://www2.Chubb.com/us-en/privacy.aspx | |

| | | |
|--|---|--|
| 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? | <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> | |
| How does Chubb Group collect my personal information? | <p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> ▪ apply for insurance or pay insurance premiums ▪ file an insurance claim or provide account information ▪ give us your contact information <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p> | |
| Why can't I limit all sharing? | <p>Federal law gives you the right to limit only</p> <ul style="list-style-type: none"> ▪ sharing for affiliates' everyday business purposes – information about your creditworthiness ▪ affiliates from using your information to market to you ▪ sharing for nonaffiliates to market to you <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> | |
| Definitions | | |
| Affiliates | <p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> ▪ Our affiliates include those with a Chubb name and financial companies, such as Westchester Fire Insurance Company and Great Northern Insurance Company. | |
| Nonaffiliates | <p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> ▪ Chubb does not share with nonaffiliates so they can market to you. | |
| Joint Marketing | <p>A formal agreement between nonaffiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> ▪ Our joint marketing partners include categories of companies such as banks. | |

Other important information

For Insurance Customers in AZ, CA, CT, GA, IL, MA, ME, MN, MT, NV, NC, NJ, OH, OR, and VA only: Under state law, under certain circumstances, you have the right 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:

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

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

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

I. Notice of PHI Uses and Disclosures

A. Required Uses and Disclosures

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

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

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

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

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

Payment includes, but is not limited to, actions to make coverage determinations and payment (including establishing employee contributions, claims management, obtaining payment under a contract of reinsurance,

utilization review and pre-authorizations). For example, the Company may tell a doctor whether you are eligible for coverage or what percentage of the bill will be paid by the Company.

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

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

C. Uses and Disclosures that Require Your Written Authorization

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

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

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

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

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

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

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

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

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

(1) When required by law.

(2) When permitted for purposes of public health activities, including when necessary to report product defects and to permit product recalls and to conduct post-market surveillance. PHI may also be used or disclosed if you

have been exposed to a communicable disease or are at risk of spreading a disease or condition, if authorized by law.

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

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

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

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

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

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

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

(10) When consistent with applicable law and standards of ethical conduct if the Company, in good faith, believes the use of disclosure is necessary to prevent or lessen a serious and imminent threat to the health or safety of a person or the public and the disclosure is to a person reasonably able to prevent or lessen the threat, including the target of the threat.

(11) For certain government functions such as related to military service or national security.

(12) When authorized by and to the extent necessary to comply with workers' compensation or other similar programs established by law.

(13) That is "incident to" an otherwise permitted use or disclosure of PHI by the Company.

II. Rights of Individuals

A. Right to Request Restrictions on Use and Disclosure of PHI

You may request the Company to restrict its use and disclosure of your PHI to carry out treatment, payment or health care operations, or to restrict its use and disclosure to family members, relatives, friends or other persons identified by you who are involved in your care or payment for your care. However, the Company may not be required to agree to your request, unless you have paid out of pocket in full for services, depending on the specific facts.

The Company will accommodate reasonable requests to receive communications of PHI by alternative means or alternative locations, such as a location other than your home. The Company will accommodate this request if you state in writing that you would be in danger from receiving communications through the normal means.

You or your personal representative will be required to complete a form to request restrictions on uses and disclosures of your PHI.

Such requests should be made to: Leslie Kaltenbach, Senior Privacy Officer & Compliance Manager, Chubb Group, 202 Hall's Mill Road, Whitehouse Station, NJ 08889, phone: 1-833-802-4822.

B. Right to Inspect and Copy PHI

You have a right to inspect and obtain a copy of your PHI contained in a "designated record set," for as long as the Company maintains the PHI.

"*Protected Health Information*" (PHI) includes all individually identifiable health information transmitted or maintained by the Company, regardless of form.

"*Designated Record Set*" includes the medical records and billing records about individuals maintained by or for a covered health care provider; enrollment, payment, billing, claims adjudication and case or medical management record systems maintained by or for a health plan; or other information used in whole or in part by or for the covered entity to make decisions about individuals. Information used for quality control or peer review analyses and not used to make decisions about individuals is not in the designated record set.

The requested information will be provided within 30 days if the information is maintained on site or within 60 days if the information is maintained offsite. A single 30-day extension is allowed if the Company is unable to comply with the deadline.

You or your personal representative will be required to complete a form to request access to the PHI in your designated record set. Requests for access to PHI should be made to: Leslie Kaltenbach, Senior Privacy Officer & Compliance Manager, Chubb Group, 202 Hall's Mill Road, Whitehouse Station, NJ 08889, phone: 1-833-802-4822.

If access is denied, you or your personal representative will be provided with a written denial setting forth the basis for the denial, a description of how you may exercise those review rights and a description of how you may complain to the Secretary of Health and Human Services.

C. Right to Amend PHI

You have the right to request the Company to amend your PHI or a record about you in a designated record set for as long as the PHI is maintained in the designated record set.

The Company has 60 days after the request to act on the request. A single 30-day extension is allowed if the Company is unable to comply with the deadline. If the request is denied in whole or part, the Company must provide you with a written denial that explains the basis for the denial. You or your personal representative may then submit a written statement disagreeing with the denial and have that statement included with any future disclosures of your PHI.

Requests for amendment of PHI in a designated record set should be made to: Leslie Kaltenbach, Senior Privacy Officer & Compliance Manager, Chubb Group, 202 Hall's Mill Road, Whitehouse Station, NJ 08889, phone: 1-833-802-4822.

You or your personal representative(s) will be required to complete a form to request amendment of the PHI in your designated record set.

D. Right to Receive an Accounting of PHI Uses and Disclosures

Upon your request, the Company will provide you with an accounting of disclosures by the Company of your PHI during the six (6) years prior to the date of your request. However, such accounting need not include PHI disclosures made: (1) to carry out treatment, payment or health care operations; (2) to individuals about their own PHI; (3) prior to the compliance date; or (4) based upon your own written authorization.

If the accounting cannot be provided within 60 days, an additional 30 days is allowed if the individual is given a written statement of the reasons for the delay and the date by which the accounting will be provided.

If you request more than one accounting within a 12-month period, the Company will charge a reasonable, cost-based fee for each subsequent accounting.

E. Right to Obtain a Paper Copy of This Notice Upon Request (Even if you have consented to receive this notice electronically)

To obtain a paper copy of this notice contact: Leslie Kaltenbach, Senior Privacy Officer & Compliance Manager, Chubb Group, 202 Hall's Mill Road, Whitehouse Station, NJ 08889, phone: 1-833-802-4822.

F. Note About Personal Representatives

You may exercise your rights through a personal representative. Your personal representative will be required to produce evidence of his/her authority to act on your behalf before that person will be given access to your PHI or allowed to take any action for you. Proof of such authority may take one of the following forms:

- A power of attorney for health care purposes, notarized by a notary public;
- A court order of appointment of the person as the conservator or guardian of the individual; or
- An individual who is the parent of a minor child.

The Company retains discretion to deny access to your PHI to a personal representative to provide protection to those vulnerable people who depend on others to exercise their rights under these rules and who may be subject to abuse or neglect. This also applies to personal representatives of minors.

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/.

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, 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.