

**CHUBB®**

**ACE Property & Casualty Insurance Company**

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

**GROUP INSURANCE POLICY**

**POLICYHOLDER:** QUESTCO HOLDINGS  
**POLICY NUMBER:** CSW000000  
**POLICY EFFECTIVE DATE:** October 01, 2024  
**POLICY ANNIVERSARY DATE:** January 01, 2026  
**PREMIUM DUE DATE:** October 01, 2024  
**RATE GUARANTEE DATE:** January 01, 2027  
**GOVERNING JURISDICTION:** TX  
**ELIGIBLE CLASS(ES):** ALL ELIGIBLE EES  
ALL ELIGIBLE DEPS

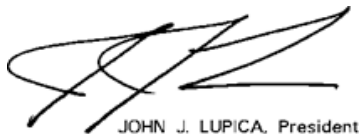
and each following October 01  
and the first day of each calendar month thereafter

ACE PROPERTY & CASUALTY INSURANCE COMPANY (referred to as We, Us, Our, or the Company) will provide benefits under this Policy. We make this promise subject to all of this Policy's provisions.

The Policyholder should read this Policy carefully and contact Us promptly with any questions. This Policy is delivered in and is governed by the laws of the Governing Jurisdiction.

This Policy may be changed in whole or in part. Only an officer of the Company can approve a change. The approval must be in writing and endorsed on or attached to this Policy. No other person, including an agent, may change this Policy or waive any part of it.

For ACE Property & Casualty Insurance Company

  
JOHN J. LUPICA, President

  
REBECCA L. COLLINS, Secretary

## POLICY AND TABLE OF CONTENTS

	PAGE
POLICYHOLDER PROVISIONS	3
DEFINITIONS	5
TERMINATION AND PORTABILITY PRIVILEGE	6
APPENDIX A: CERTIFICATE OF COVERAGE	7
APPENDIX B: RATE TABLE	8

## **POLICYHOLDER PROVISIONS**

### **CLERICAL ERROR**

Clerical error on the part of the Policyholder or Us will not invalidate insurance otherwise in force nor continue insurance otherwise terminated. Upon discovery of any error, an adjustment will be made in the Premiums and/or benefits available. Complete proof must be supplied by the Policyholder documenting any clerical errors.

### **EFFECTIVE DATE OF COVERAGE**

This Policy becomes effective on the Policy Effective Date shown in the Policy Specifications. Coverage for each Covered Person begins on their Certificate Effective Date.

### **ENTIRE CONTRACT**

The Entire Contract consists of:

- This Policy;
- The Policyholder's application;
- Any amendments and attachments issued;
- The Certificate(s) and any Certificate Rider(s); and
- All enrollment data and evidence of insurability if any.

Changes to this Policy will not be effective until approved by the President, a Vice President, or the Secretary of our Company. This approval must be noted on or attached to this Policy. No agent or broker has the authority to change this Policy or to waive any of its provisions.

The Policy may be modified by Us with at least 60 days advance written notice delivered to the Policyholder.

### **INFORMATION REQUIRED FROM THE POLICYHOLDER**

The Policyholder must provide Us with detailed information about persons who are eligible to become insured under this Policy, information about Insureds, and any other information that may be reasonably required.

Policyholder's duties include, but are not limited to, the following:

- Providing Us any and all information We determine is necessary for the enrollment of Eligible Classes and for the determination of their eligibility. Policyholder must provide Us with all information necessary to underwrite the coverage, to calculate premiums and to maintain necessary administrative records.
- Maintaining records pertaining to the insurance of Eligible Classes, for whom We may reasonably require information while this Policy is in force and for 2 years after this Policy terminates. Policyholder must also allow us to examine these records at any reasonable time during normal business hours.
- Cooperating fully with Us in preparing and/or delivering any required notices regarding this insurance to Eligible Classes.

### **INSPECTION OF POLICY**

Policyholder must make this Policy available for inspection by all Eligible Classes during normal business hours.

### **LEGAL ACTION**

No legal action can be brought to recover benefits under this Policy for at least 60 days after written Proof of Loss has been furnished to Us; nor after the expiration of three (3) years after the date written Proof of Loss is required to be given.

## **PREMIUM**

### **PAYMENT OF PREMIUM**

This Policy is issued in consideration of the Policy application and payment of the first Premium. The first Premium is based on the initial rate(s) shown in the Rate Table and is due on the Premium Due Date shown in the Policy Specifications. The Policyholder must send all Premiums to Us on or before their respective Premium Due Dates.

Payments must be paid in United States dollars. We may use any reasonable method to compute Premiums due under this Policy. Premium is due for everyone covered under this Policy.

## **GRACE PERIOD**

After payment of the first Premium, if a Premium is not paid on or before the Premium Due Date, it may be paid during the next 31 days. These 31 days are called the Grace Period. If any Premium is unpaid at the end of the Grace Period, coverage shall automatically terminate and this Policy will no longer be in force. This Grace Period does not apply if the Policyholder requested this Policy be terminated.

If the full Premium is not paid by the Premium Due Date, We will provide written notice to the Policyholder that if the Premium is not paid by the end of the Grace Period; this Policy will terminate on the last day of the Grace Period. If We fail to give written notice, the insurance provided under this Policy will continue in effect until the date such notice is given.

If the Policyholder replaces this Policy with another group policy but does not give Us written notice of intent to end this Policy, the Grace Period provision of this Policy will still apply.

The Policyholder is required to pay a pro rata Premium for any period this Policy was in force during the Grace Period. Premium is required for any period, including the Grace Period or any extension of the Grace Period, for which insurance under this Policy was in force and Premium was not paid.

The Policyholder is responsible for the payment of Premiums to the last day of the Grace Period. If any Premium owed is not paid before the Grace Period ends, this Policy will lapse. If We accept Premium after the Policy lapses, such acceptance shall not automatically reinstate this Policy.

At our option, We may require the Policyholder to apply for reinstatement.

- If We require the Policyholder to apply for reinstatement, and that reinstatement is approved by Us, We will reinstate this Policy.
- If We require the Policyholder to apply for reinstatement, and that reinstatement is not approved by us, We shall refund any unearned Premium as soon as reasonably possible but in no event later than 30 days following receipt of the unearned Premium.

## **INITIAL RATE GUARANTEE AND CHANGES IN PREMIUM**

We have the right to adjust the Premium for this Policy as determined necessary by Us. A change in Premium will not take effect before the Rate Guarantee Date shown in Policy Specifications. However, We may change Premium rates at any time for reasons which affect the risk assumed, including but not limited to:

- A change occurs in the Policy design;
- The number of Insureds changes by 25%; or
- A new law or a change in an existing law affecting premium taxes or premium-based fees or other fees or assessments affecting Us.

A Premium adjustment will take effect on the next monthly anniversary of this Policy following the adjustment. A change may take effect on an earlier date when both We and the Policyholder agree. Written notice of a Premium adjustment will be delivered to the Policyholder and Insureds at least 60 days in advance.

If a Premium adjustment involves a return of unearned Premium, the refund will be limited to the prior 12 month period.

## **REINSTATEMENT OF INDIVIDUAL CERTIFICATES**

If an Individual Certificate terminates for failure to pay Premium, the Insured may apply for reinstatement subject to the reinstatement provision in the Individual Certificate.

## **POLICY RENEWAL**

This Policy shall automatically renew on each anniversary of the Policy Anniversary Date, subject to the Termination of Policy provision.

## **TIME LIMIT ON CERTAIN DEFENSES**

After 2 years from the Policy Effective Date, no misstatements, except fraudulent misstatements, of the Policyholder can be used to void this Policy. After 2 years from the Certificate Effective Date of an Individual Certificate, no misstatements, except fraudulent misstatements, of the Insured can be used to void coverage or deny a claim for Loss incurred or disability commencing after the expiration of the 2 year period.

## DEFINITIONS

**Active Employee, Actively at Work** means the Insured is at work for pay on a permanent basis at least 17.5 hours per week performing the normal duties of the Insured's job.

**Certificate** means the document that explains the parts of this Policy which apply to the Insured and defines benefits and provisions for each Covered Person.

**Covered Person** means a person covered under the Certificate.

**Eligible Class(es)** means the people who may apply for coverage. The Eligible Class(es) are shown in the Policyholder Specifications.

**Eligible Employee** means a person in an Eligible Class who is an Active Employee of the Policyholder.

**Dependent** means a person for whom the Insured has elected coverage and who is:

- The Insured's Spouse;
- The Insured's newborn child;
- The Insured's unmarried natural child, legally adopted child, child in the waiting period prior to finalization of adoption by the Insured, or stepchild under age 27; or
- The Insured's unmarried grandchild under age 27 who is a dependent for federal income tax purposes at the time of completion of the enrollment form; or
- The Insured's child for whom the Insured must provide medical support under an order issued under Chapter 154, Family Code, or enforceable by a court of the state of Texas; or
- A disabled dependent child regardless of the age.

Coverage for a grandchild of the Insured may not be terminated solely because the grandchild is no longer a dependent of the Insured for federal income tax purposes.

**Insured** means the Eligible Employee covered under the Certificate.

**Loss** means an event for which a benefit may become payable under this Policy.

**Spouse** means the person to whom the Insured is legally married, or the Insured Domestic Partner, and for whom the Insured has elected coverage. Spouse also means the Insured's Civil Union partner.

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

## TERMINATION AND PORTABILITY PRIVILEGE

### TERMINATION OF POLICY

This Policy terminates on the earliest of:

- The date there are no longer any Insureds covered under it;
- The end of the period for which Premium is paid, subject to the Grace Period.

Coverage under this Policy may also be terminated:

- By the Policyholder with at least 60 days advance written notice delivered or mailed to Us; or
- By Us with at least 60 days advance written notice delivered to the Policyholder.

When both We and Policyholder agree, this Policy can be canceled on an earlier date.

If this Policy is terminated or canceled, it will be the responsibility of the Policyholder to provide written notice of termination to all Insureds as soon as reasonably possible.

The Policyholder shall pay all Premiums due and unpaid through and including the termination and cancellation date. The 60 day notice period begins running from the date the written notice is delivered to the Policyholder.

Termination of the Policy will not affect benefits otherwise payable for a claim incurred while this Policy is in force.

### PORTABILITY PRIVILEGE

If the Insured's coverage under the Policy terminated because the Policy was cancelled or the Insured was no longer in an Eligible Class, the Insured has the option to continue coverage. To continue coverage:

- We must receive the Insured's request and payment of the first Premium for the portability coverage no later than 60 days after such termination; and
- The request must be made on a form or through a process We approve for that purpose.

## CERTIFICATES

The Certificates designated in Appendix A, and any amendments thereto, are attached to and made part of this Policy. Any discrepancy or inconsistency between the attached Certificate(s) and any individual Certificate issued to an Insured is governed by the attached Certificate.

The Certificate(s) apply to Covered Persons in accordance with the coverages and benefits elected by the Policyholder in its application and accepted by Company.

### INDIVIDUAL CERTIFICATES

An individual certificate of insurance which sets forth (a) a description of the benefits and coverages; and (b) exclusions or limitations that apply to such benefits and coverages shall be available to the Policyholder for distribution to each Insured.

**CHUBB®**

**ACE Property & Casualty Insurance Company**

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

**ACCIDENT INSURANCE CERTIFICATE  
THIS IS A LIMITED BENEFIT CERTIFICATE.  
PLEASE READ IT CAREFULLY.**

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

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

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

This Certificate may be delivered in electronic format to Your email address or by being posted to a secure on-line portal. Upon request, the Policyholder or its plan administrator will deliver a paper copy of the Certificate to You.

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

**NOTICE OF THIRTY DAY RIGHT TO CANCEL THIS CERTIFICATE**

If You are not satisfied with this Certificate, contact us within 30 days of receipt to request cancellation of coverage and refund of premium.

**RENEWABILITY**

This Certificate is conditionally renewable. Your coverage is automatically renewed if at the time of renewal, You are an Eligible Employee and the Policy is in force.

We reserve the right to change the premium. We will notify You in writing, at Your last address of record, of a change at least 60 days before the date at which it is to become effective.

For ACE Property & Casualty Insurance Company



John J. Lupica, President



Brandon Peene, Secretary

## TABLE OF CONTENTS

CERTIFICATE IDENTIFICATION.....	3
SCHEDULE OF BENEFITS.....	3 - 8
BENEFITS .....	9 - 21
DEFINITIONS .....	21 - 25
EXCLUSIONS.....	26
PREMIUMS .....	26
ELIGIBILITY, CERTIFICATE EFFECTIVE DATE, TERMINATION OF COVERAGE .....	27-28
CLAIM PROVISIONS.....	29 - 30
GENERAL PROVISIONS .....	30 - 31



## Have a complaint or need help?

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

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

### ACE Property & Casualty Insurance Company

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

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

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

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

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

### The Texas Department of Insurance

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

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

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

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

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

## ¿Tiene una queja o necesita ayuda?

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

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

### ACE Property & Casualty Insurance Company

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

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

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

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

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

### El Departamento de Seguros de Texas

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

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

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

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

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

## CERTIFICATE IDENTIFICATION

Policyholder: QUESTCO HOLDINGS	Policy Number: CSW000000	
Policy Effective Date: 10/01/24	Governing Jurisdiction: TX	
480 WILDWOOD FOREST DR STE		
Policyholder Address: 500 THE WOODLANDS, TX 77380	Annual Enrollment Date: January 01	of each year
Eligible Class: ALL ELIGIBLE EES	Coverage Type: 24 Hours	
ALL ELIGIBLE DEPS		

## SCHEDULE OF BENEFITS

**COVERED PERSON(S):**

<b>Insured</b>	Plan 1 as elected
<b>Contributory Coverage</b>	
<b>Spouse</b>	Plan 1 as elected
<b>Children</b>	Plan 1 as elected

	Insured	Spouse	Child
<b>ABDOMINAL, CRANIAL, HERNIA AND THORACIC SURGERY BENEFIT</b>			
Abdominal, Cranial and Thoracic Surgery	\$2,000	\$2,000	\$2,000
Hernia with Surgical Repair	\$200	\$200	\$200
<b>ACCIDENT FIRST OCCURRENCE</b>			
	\$0 amount paid upon receipt of the first claim for a Covered Accident only one per Certificate		
<b>ACCIDENTAL DEATH BENEFIT</b>	\$50,000	\$25,000	\$25,000
<b>ACCIDENTAL DEATH COMMON CARRIER BENEFIT</b>	\$200,000	\$100,000	\$100,000
<b>ACCIDENT FOLLOW-UP TREATMENT BENEFIT</b>			
Per visit	\$100	\$100	\$100
Maximum visits	2	2	2
<b>AIR AMBULANCE BENEFIT</b>	\$2,000	\$2,000	\$2,000
<b>AMBULANCE BENEFIT</b>	\$400	\$400	\$400
<b>APPLIANCE BENEFIT</b>	\$1,000	\$1,000	\$1,000
<b>BLOOD, PLASMA, PLATELETS BENEFIT</b>	\$600	\$600	\$600
<b>BURN BENEFIT</b>			
Third-degree burns that cover 35 or more square inches of body surface	\$15,000	\$15,000	\$15,000
Third-degree burns that cover at least 9 square inches of body surface but less than 35 square inches of body surface	\$3,000	\$3,000	\$3,000
Second-degree burns that cover at least 36% of body surface	\$1,500	\$1,500	\$1,500

**SCHEDULE OF BENEFITS (CONTINUED)**

	<b>Insured</b>	<b>Spouse</b>	<b>Child</b>
<b>CATASTROPHIC ACCIDENT BENEFIT</b>			
Catastrophic Accident Benefit prior to age 70	\$40,000	\$40,000	\$40,000
Catastrophic Accident Benefit on or after age 70	\$20,000	\$20,000	\$20,000
<b>CHIROPRACTIC TREATMENT BENEFIT (PART OF THE SPECIALTY BENEFIT PACKAGE)</b>			
Chiropractic Treatment Benefit	\$50	\$50	\$50
Maximum visits per accident	3	3	3
Maximum visits per calendar year	6	6	6
<b>COMA BENEFIT</b>	\$12,500	\$12,500	\$12,500
<b>DISLOCATION BENEFIT - OPEN REDUCTION WITH ANESTHESIA</b>			
Ankle or foot (other than toes)	\$10,000	\$10,000	\$10,000
Bone or bones of the hand (other than fingers)	\$3,000	\$3,000	\$3,000
Collarbone (acromioclavicular and separation)	\$3,000	\$3,000	\$3,000
Collarbone (sternoclavicular)	\$3,000	\$3,000	\$3,000
Elbow	\$3,000	\$3,000	\$3,000
Hip	\$10,000	\$10,000	\$10,000
Knee (except patella)	\$10,000	\$10,000	\$10,000
Lower jaw	\$3,000	\$3,000	\$3,000
One toe or finger	\$500	\$500	\$500
Shoulder (glenohumeral)	\$3,000	\$3,000	\$3,000
Wrist	\$3,000	\$3,000	\$3,000
<b>DISLOCATION BENEFIT – CLOSED REDUCTION WITH ANESTHESIA</b>			
Ankle or foot (other than toes)	\$5,000	\$5,000	\$5,000
Bones or bones of the hand (other than fingers)	\$1,500	\$1,500	\$1,500
Collarbone (acromioclavicular and separation)	\$1,500	\$1,500	\$1,500
Collarbone (sternoclavicular)	\$1,500	\$1,500	\$1,500
Elbow	\$1,500	\$1,500	\$1,500
Hip	\$5,000	\$5,000	\$5,000
Knee (except patella)	\$5,000	\$5,000	\$5,000
Lower jaw	\$1,500	\$1,500	\$1,500
One toe or finger	\$250	\$250	\$250
Shoulder (glenohumeral)	\$1,500	\$1,500	\$1,500
Wrist	\$1,500	\$1,500	\$1,500
Benefit amount without anesthesia or for Incomplete Dislocation is 25% of applicable Closed Reduction Benefit.			
<b>EAR INJURIES BENEFIT</b>	\$0	\$0	\$0
<b>EMERGENCY DENTAL BENEFIT</b>			
Crown	\$400	\$400	\$400
Dentures	\$400	\$400	\$400
Extraction	\$150	\$150	\$150
Implant	\$400	\$400	\$400
<b>EMERGENCY ROOM TREATMENT BENEFIT</b>	\$200	\$200	\$200
<b>EYE INJURY BENEFIT</b>	\$400	\$400	\$400

**SCHEDULE OF BENEFITS (CONTINUED)**

	<b>Insured</b>	<b>Spouse</b>	<b>Child</b>
<b>FAMILY CARE BENEFIT</b>			
<b>(PART OF THE SPECIALTY BENEFIT PACKAGE)</b>			
Family Care Benefit	\$0	\$0	\$0
Maximum Days	30	30	
<b>FRACTURE BENEFIT – OPEN REDUCTION</b>			
Ankle (medial or lateral malleolus)	\$3,600	\$3,600	\$3,600
Body of vertebrae	\$12,000	\$12,000	\$12,000
Bones of face (except mandible or maxilla)	\$3,600	\$3,600	\$3,600
Bones of nose	\$3,600	\$3,600	\$3,600
Coccyx	\$3,600	\$3,600	\$3,600
Finger, toe	\$600	\$600	\$600
Foot (except toes)	\$3,600	\$3,600	\$3,600
Forearm (radius and/or ulna)	\$3,600	\$3,600	\$3,600
Hand, Wrist (except fingers)	\$3,600	\$3,600	\$3,600
Hip	\$12,000	\$12,000	\$12,000
Kneecap (patella)	\$3,600	\$3,600	\$3,600
Leg (tibia and/or fibula)	\$3,600	\$3,600	\$3,600
Lower jaw, mandible (except alveolar process)	\$3,600	\$3,600	\$3,600
Pelvis (includes ilium, ischium, pubis acetabulum except Coccyx)	\$3,600	\$3,600	\$3,600
Rib	\$3,600	\$3,600	\$3,600
Shoulder blade (scapula), collarbone (clavicle), sternum	\$3,600	\$3,600	\$3,600
Skull (except bones of face or nose) depressed skull fracture	\$12,000	\$12,000	\$12,000
Skull (except bones of face or nose) simple non-depressed skull fracture	\$12,000	\$12,000	\$12,000
Thigh (femur)	\$12,000	\$12,000	\$12,000
Upper arm between elbow and shoulder (humerus)	\$3,600	\$3,600	\$3,600
Upper jaw, maxilla (except alveolar process)	\$3,600	\$3,600	\$3,600
Vertebral processes	\$3,600	\$3,600	\$3,600
<b>FRACTURE BENEFIT – CLOSED REDUCTION</b>			
Ankle	\$1,800	\$1,800	\$1,800
Body of vertebrae (excluding mandible or maxilla)	\$6,000	\$6,000	\$6,000
Bones of face (except mandible or maxilla)	\$1,800	\$1,800	\$1,800
Bones of nose	\$1,800	\$1,800	\$1,800
Coccyx	\$1,800	\$1,800	\$1,800
Finger, toe	\$300	\$300	\$300
Foot (except toes)	\$1,800	\$1,800	\$1,800
Forearm (radius and/or ulna)	\$1,800	\$1,800	\$1,800
Hand, Wrist (except fingers)	\$1,800	\$1,800	\$1,800
Hip (femur)	\$6,000	\$6,000	\$6,000
Kneecap (patella)	\$1,800	\$1,800	\$1,800
Leg (tibia and/or fibula)	\$1,800	\$1,800	\$1,800
Lower Jaw, mandible (except alveolar process)	\$1,800	\$1,800	\$1,800
Pelvis (includes ilium, ischium, pubis acetabulum except Coccyx)	\$1,800	\$1,800	\$1,800
Rib	\$1,800	\$1,800	\$1,800
Shoulder blade (scapula), collarbone (clavicle), sternum	\$1,800	\$1,800	\$1,800
Skull (except bones of face or nose) depressed skull fracture	\$6,000	\$6,000	\$6,000
Skull (except bones of face or nose) simple non-depressed skull fracture	\$6,000	\$6,000	\$6,000
Thigh (femur)	\$6,000	\$6,000	\$6,000
Upper arm between elbow and shoulder (humerus)	\$1,800	\$1,800	\$1,800
Upper jaw, maxilla (except alveolar process)	\$1,800	\$1,800	\$1,800
Vertebral processes	\$1,800	\$1,800	\$1,800

Benefit amount for a Chip or Avulsion Fracture is 25% of the applicable Closed Reduction Benefit.

**SCHEDULE OF BENEFITS (CONTINUED)**

	<b>Insured</b>	<b>Spouse</b>	<b>Child</b>
<b>GENERAL ANESTHESIA BENEFIT</b>	\$0	\$0	\$0
<b>GUNSHOT WOUND BENEFIT</b>	\$0	\$0	\$0
<b>HERNIATED DISC BENEFIT</b>	\$1,500	\$1,500	\$1,500
<b>HOSPITAL ADMISSION BENEFIT</b>	\$1,500	\$1,500	\$1,500
<b>HOSPITAL ADMISSION ICU BENEFIT</b>	\$3,000	\$3,000	\$3,000
<b>HOSPITAL CONFINEMENT BENEFIT</b>			
Per day	\$300	\$300	\$300
Maximum Benefit Period	365 days	365 days	365 days
<b>HOSPITAL CONFINEMENT ICU BENEFIT</b>			
Per day	\$600	\$600	\$600
Maximum Benefit Period	30 days	30 days	30 days
<b>INITIAL DOCTOR'S OFFICE VISIT</b>	\$200	\$200	\$200
<b>INTERNAL ORGAN LOSS BENEFIT</b>	\$2,500	\$2,500	\$2,500
<b>JOINT REPLACEMENT BENEFIT</b>			
Elbow	\$0	\$0	\$0
Hip	\$0	\$0	\$0
Knee	\$0	\$0	\$0
Shoulder	\$0	\$0	\$0
<b>KNEE CARTILAGE TORN BENEFIT</b>			
Repaired with surgery	\$1,500	\$1,500	\$1,500
Exploratory arthroscopic surgery performed with no repair, or cartilage that is shaved (debridement)	\$200	\$200	\$200
<b>LACERATION AND PUNCTURE WOUND BENEFIT</b>			
<b>Total of all Lacerations are:</b>			
Over 15 centimeters long and repaired by stitches	\$700	\$700	\$700
Greater than 5 centimeters but not more than 15 centimeters and repaired by stitches	\$350	\$350	\$350
Not more than 5 centimeters and repaired by stitches	\$125	\$125	\$125
Laceration not requiring stitches	\$75	\$75	\$75
Puncture Wound	\$75	\$75	\$75
<b>LODGING BENEFIT</b>			
Per night	\$200	\$200	\$200
Maximum Benefit Period	30 nights	30 nights	30 nights
<b>LOSS OF FINGER, TOE, HAND, FOOT, HEARING OR SIGHT BENEFIT</b>			
Loss of both hands or both feet or sight of both eyes or any combination of two or more	\$40,000	\$40,000	\$40,000
Loss of one hand or one foot, hearing in one ear, or sight of one eye	\$15,000	\$15,000	\$15,000

**SCHEDULE OF BENEFITS (CONTINUED)**

	<b>Insured</b>	<b>Spouse</b>	<b>Child</b>
Loss of two or more fingers or more toes or any combination of two or more fingers or toes	\$2,000	\$2,000	\$2,000
Loss of one finger or one toe	\$1,000	\$1,000	\$1,000
<b>MAJOR DIAGNOSTIC EXAM BENEFIT</b>	\$200	\$200	\$200
<b>MEDICAL SUPPLIES BENEFIT</b>	\$0	\$0	\$0
<b>MEDICINE BENEFIT</b>	\$0	\$0	\$0
<b>NON-OCCUPATIONAL ACCIDENTAL DISABILITY BENEFIT (Disability beginning prior to age 72)</b>			
<b>Monthly Benefit Amount</b>	\$0		
<b>Maximum Benefit Period</b>	6 months		
<b>OCCUPATIONAL ACCIDENT BENEFIT</b>			
Occupational Hepatitis B, C or D	\$0	\$0	
Occupational Human Immunodeficiency Virus (HIV)	\$0	\$0	
Occupational Invasive MRSA Infection	\$0	\$0	
Occupational Rabies	\$0	\$0	
Occupational Tetanus	\$0	\$0	
Occupational Tuberculosis	\$0	\$0	
<b>OUTPATIENT INTRAVENOUS (IV) INFUSION THERAPY BENEFIT</b>			
Per treatment	\$0	\$0	\$0
Maximum Treatments	3	3	3
<b>OUTPATIENT SURGERY FACILITY SERVICE BENEFIT (PART OF THE SPECIALTY BENEFIT PACKAGE)</b>	\$300	\$300	\$300
<b>PAIN MANAGEMENT BENEFIT</b>	\$100	\$100	\$100
<b>PARALYSIS BENEFIT</b>			
Two limbs (paraplegia or hemiplegia)	\$20,000	\$20,000	\$20,000
Four limbs (quadriplegia)	\$40,000	\$40,000	\$40,000
<b>POST-TRAUMATIC STRESS DISORDER BENEFIT</b>			
Per visit	\$0	\$0	\$0
Maximum Visits	6	6	6
<b>PROSTHETIC DEVICE OR ARTIFICIAL LIMB BENEFIT</b>			
More than one prosthetic device or artificial limb	\$3,000	\$3,000	\$3,000
One prosthetic device or artificial limb	\$1,500	\$1,500	\$1,500
<b>RECOVERY BENEFIT</b>			
Per day	\$0	\$0	\$0
Maximum Benefit Period	7 days	7 days	7 days
<b>REHABILITATION UNIT ADMISSION BENEFIT</b>	\$1,250	\$1,250	\$1,250
<b>REHABILITATION UNIT BENEFIT</b>			
Per day	\$200	\$200	\$200
Maximum Benefit Period	30 days	30 days	30 days

**SCHEDULE OF BENEFITS (CONTINUED)**

	<b>Insured</b>	<b>Spouse</b>	<b>Child</b>
<b>RESIDENCE/VEHICLE MODIFICATION BENEFIT</b>	\$1,500	\$0	\$0
<b>SKIN GRAFT BENEFIT</b>	50% of applicable Burn Benefit Amount		
<b>SPECIALTY BENEFIT PACKAGE</b>			
See: <b>Chiropractic Treatment Benefit</b>			
<b>Family Care Benefit</b>			
<b>Outpatient Surgery Facility Benefit</b>			
<b>SPORTS PACKAGE BENEFIT</b>	25% of amount paid for the Covered Accident, limited to \$1,000 in any 12-month period regardless of the number of Covered Accidents		
<b>TELEMEDICINE SERVICES BENEFIT</b>	\$100	\$100	\$100
<b>TENDON, LIGAMENT, ROTATOR CUFF BENEFIT</b>			
Repair of more than one	\$1,500	\$1,500	\$1,500
Repair of one	\$1,000	\$1,000	\$1,000
Exploratory arthroscopic surgery without repair	\$200	\$200	\$200
<b>THERAPY BENEFIT</b>			
Per visit	\$50	\$50	\$50
Maximum visits	10	10	10
<b>TRANSPORTATION BENEFIT</b>			
Per round trip	\$400	\$400	\$400
Maximum trips	3	3	3
<b>TRAUMATIC BRAIN INJURY BENEFIT</b>	\$600	\$600	\$600
<b>URGENT CARE BENEFIT</b>	\$200	\$200	\$200
<b>X-RAY BENEFIT</b>	\$250	\$250	\$250

**Additional Benefit Riders:**

<b>Additional Hospital Benefit Certificate Rider</b>	NOT COVERED
<b>Outpatient Physician's Treatment for Accident and and Preventive Care Benefit Certificate Rider</b>	NOT COVERED

## BENEFITS

Refer to the Schedule of Benefits for benefit amounts and Maximum Benefit Periods. If the amount shown for a benefit is zero, such benefit is not covered under this Certificate. All covered benefits are paid only once per Covered Person per Covered Accident unless otherwise noted. Capitalized terms are defined in the Definitions provision of this Certificate.

### **ABDOMINAL, CRANIAL, HERNIA AND THORACIC SURGERY BENEFIT**

We will pay this benefit if a Covered Person undergoes open abdominal, cranial or thoracic surgery within 72 hours of the Covered Accident to repair internal injuries received as a result of a Covered Accident.

We will pay this benefit if a Covered Person undergoes hernia surgery within 60 days after the Covered Accident to repair the hernia received as a result of a Covered Accident. The hernia must be diagnosed within 30 days of the Covered Accident and surgery to repair the hernia must be performed within 60 days of the Covered Accident.

If a Covered Person undergoes more than one surgery as a result of the same Covered Accident, We will pay only one benefit. We will pay the larger of the abdominal, cranial, hernia and thoracic surgery benefit amounts shown on the Schedule of Benefits.

### **ACCIDENT FIRST OCCURRENCE**

We will pay this benefit upon receipt of the first claim for a Benefit for a Covered Accident. Only one Accident First Occurrence benefit shall be paid per Certificate.

### **ACCIDENTAL DEATH BENEFIT**

We will pay this benefit if a Covered Person dies within 90 days of a Covered Accident as a result of Injuries received from that Covered Accident. We will not pay the Accidental Death Benefit and the Accidental Death Common Carrier Benefit for the same Covered Person.

Any Accidental Death Benefit that is payable due to Your death will be paid to the beneficiary named in Your enrollment form or later changed by You. Any Accidental Death Benefit that is payable due to the death of any other Covered Person is payable to You.

Death will be presumed if the Covered Person disappears and the disappearance:

1. Is caused solely and directly by a Covered Accident that occurred while the Covered Person was a fare paying passenger on a Common Carrier that reasonably could have caused loss of life;
2. Occurs independently of all other causes; and
3. Continues for a period of 365 days after the date of the Covered Accident, despite reasonable search efforts.

We will subtract from the Accidental Death Benefit any amount paid under the Loss of Finger, Toe, Hand, Foot, Hearing or Sight Benefit, the Sports Package Benefit, the Gunshot Wound Benefit, the Paralysis Benefit and the Coma Benefit as a result of injury to the same Covered Person from the same Covered Accident.

### **ACCIDENTAL DEATH COMMON CARRIER BENEFIT**

We will pay this benefit if a Covered Person dies within 90 days of a Covered Accident as a result of Injuries received from that Covered Accident while a fare paying passenger on a Common Carrier. We will not pay the Accidental Death Benefit and the Accidental Death Common Carrier Benefit for the same Covered Person.

Any Accidental Death Common Carrier Benefit that is payable due to Your death will be paid to the beneficiary named in Your enrollment form or later changed by You. Any Accidental Death Common Carrier Benefit that is payable due to the death of any other Covered Person is payable to You.

Death will be presumed if the Covered Person disappears and the disappearance:

1. Is caused solely and directly by a Covered Accident that occurred while the Covered Person was a fare paying passenger on a Common Carrier that reasonably could have caused loss of life;
2. Occurs independently of disease or bodily infirmity; and
3. Continues for a period of 365 days after the date of the Covered Accident, despite reasonable search efforts.

We will subtract from the Accidental Death Common Carrier Benefit any amount paid under the Loss of Finger, Toe, Hand, Foot, Hearing or Sight Benefit, the Sports Package Benefit, the Gunshot Wound Benefit, the Paralysis Benefit and the Coma Benefit as a result of injury to the same Covered Person from the same Covered Accident.



**ACCIDENT FOLLOW-UP TREATMENT BENEFIT**

We will pay this benefit for each Covered Person who receives follow-up treatment that is prescribed by a Physician. Follow-up treatment must:

1. Be due to Injuries sustained as the result of a Covered Accident;
2. Be within 90 days after the Covered Accident;
3. Occur after initial treatment by a Physician in a Physician's office or via Telemedicine Services, Urgent Care Facility or Hospital;
4. Occur on an outpatient basis; and
5. Not be for routine examinations or preventive testing.

We will pay this benefit per visit per Covered Person per Covered Accident, up to the Maximum visits listed in the Schedule of Benefits. We will not pay the Accident Follow-Up Treatment Benefit, Chiropractic Treatment Benefit, the Therapy Benefit and the Telemedicine Services Benefit for the same visit.

**AIR AMBULANCE BENEFIT**

We will pay this benefit if a licensed professional air ambulance company transports by air a Covered Person to or from a Hospital or between medical facilities where treatment for Injuries is received as the result of a Covered Accident. The air ambulance transportation must be within 48 hours after the Covered Accident. We will pay this benefit only once per Covered Person per Covered Accident.

**AMBULANCE BENEFIT**

We will pay this benefit if a professional or volunteer ambulance company transports a Covered Person by ground transportation to or from a Hospital or between medical facilities where treatment for Injuries is received as the result of a Covered Accident. The ambulance transportation must be within 90 days after the Covered Accident. We will pay this benefit only once per Covered Person per Covered Accident.

**APPLIANCE BENEFIT**

We will pay this benefit if a Covered Person is Injured as the result of a Covered Accident and a Physician prescribes the use of a medical appliance as an aid in personal locomotion or mobility as a result of Injuries sustained in the Covered Accident. Crutches and wheelchairs are examples of medical appliances. The use of an appliance must begin within 90 days after the Covered Accident. We will pay this benefit only once per Covered Person per Covered Accident.

**BLOOD, PLASMA, PLATELETS BENEFIT**

We will pay this benefit if a Covered Person is Injured as the result of a Covered Accident and requires the transfusion, administration, cross-matching, typing and processing of blood, blood plasma or platelets as the result of Injuries sustained in the Covered Accident. The blood, blood plasma and/or platelets must be administered within 90 days after the Covered Accident. We will pay this benefit only once per Covered Person per Covered Accident.

**BURN BENEFIT**

We will pay this benefit if a Covered Person sustains burns as the result of a Covered Accident. The Covered Person must be treated by a Physician within 72 hours after the Covered Accident. If the Covered Person meets more than one of the burn classifications shown in the Schedule of Benefits, We will pay the higher amount. We will pay only one of the classification amounts per Covered Person per Covered Accident.

**CATASTROPHIC ACCIDENT BENEFIT**

We will pay this benefit if a Covered Person:

1. Sustains a Catastrophic Loss as the result of a Covered Accident; and
2. Is under the appropriate care of a Physician

We will pay this benefit once per lifetime per Covered Person. We will subtract from the Catastrophic Accident Benefit any amount paid under the Loss of Finger, Toe, Hand, Foot, Hearing or Sight, the Sports Package Benefit, the Gunshot Wound Benefit, the Paralysis Benefit and the Coma Benefit as a result of an Injury to the same Covered Person from the same Covered Accident.

**CHIROPRACTIC TREATMENT BENEFIT**

We will pay this benefit if a Covered Person suffers a structural imbalance as a result of Injuries sustained in a Covered Accident and receives Chiropractic Care Services by a Physician. Treatment must begin within 60 days after the Covered Accident and must be completed within 180 days after the Covered Accident. We will pay this benefit per visit per Covered Person per Covered Accident, up to the Maximum Visits listed in the Schedule of Benefits.

We will not pay the Chiropractic Treatment Benefit, the Initial Doctor's Office Visit Benefit and the Accident Follow-up Treatment Benefit for the same visit.

**COMA BENEFIT**

We will pay this benefit if a Covered Person is diagnosed and treated by a Physician for a coma resulting from Injuries sustained in a Covered Accident. Such coma must have: 1) begun within 30 days after the Covered Accident; 2) lasted for a period of at least seven consecutive days; and 3) required intubation for respiratory assistance. We will pay this benefit only once per Covered Person per Covered Accident.

**DISLOCATION BENEFIT**

We will pay this benefit if a Covered Person sustains a Dislocation as the result of Injuries sustained in a Covered Accident. A Dislocation must:

1. Be diagnosed as a Dislocation by a Physician within 90 days after the Covered Accident;
2. Require correction by a Physician; and
3. Be corrected by a Physician by open (surgical) or closed (non-surgical) reduction within 90 days after the date of diagnosis.

If a Covered Person sustains more than one Dislocation in a Covered Accident, and requires open or closed reduction, We will pay no more than two (2) times the amount shown in the Schedule of Benefits for the joint involved that has the highest benefit amount.

If a Covered Person sustains a Fracture and a Dislocation in the same Covered Accident, We will pay no more than two (2) times the amount shown in the Schedule of Benefits for the bone or joint involved that has the highest benefit amount.

If a Covered Person sustains a Fracture or a Dislocation and tears, ruptures or severs a tendon, ligament, rotator cuff in the same Covered Accident, We will pay only one benefit. We will pay the larger of either the Tendon, Ligament, Rotator Cuff Benefit, the Fracture Benefit, or the Dislocation Benefit.

We will pay this benefit only once per joint. Subsequent Dislocations of the same joint will not be covered.

**EAR INJURIES BENEFIT**

We will pay this benefit if a Covered Person sustains an Injury to an ear in a Covered Accident resulting in at least 60% loss in hearing and receives treatment from a Physician within 60 days after the Covered Accident.

We will pay this benefit only once for each injured ear during the Covered Person's lifetime. Loss of hearing due to sickness or disease will not be covered.

**EMERGENCY DENTAL BENEFIT**

We will pay this benefit if a Covered Person requires a dental extraction, a crown, dentures or an implant as the result of Injuries sustained in a Covered Accident.

The treatment must occur within 60 days after the Covered Accident and the services provided must not be for preventive testing or routine examinations. This benefit is not payable for injury caused by biting or chewing.

If a Covered Person requires dental work including an extraction(s), crown(s), dentures or implants for the same Covered Accident, We will pay only one benefit, which will be the larger of the extraction, crown, denture or implant benefit amounts shown in the Schedule of Benefits.

**EMERGENCY ROOM TREATMENT BENEFIT**

We will pay this benefit if a Covered Person receives treatment and/or advice by a Physician in a Hospital Emergency Room as the result of Injuries sustained in a Covered Accident. The treatment and/or advice must occur within 72 hours after the Covered Accident. We will pay this benefit only once per Covered Person per Covered Accident. Follow-up treatment prescribed by a Physician will be paid under the Accident Follow-Up Treatment Benefit.

**EYE INJURY BENEFIT**

We will pay this benefit if a Covered Person sustains an eye Injury as the result of a Covered Accident. The eye Injury must require surgery or the removal of a foreign object by a Physician within 90 days after the Covered Accident. An examination with anesthesia is not considered surgery. We will pay this benefit only once per Covered Person per Covered Accident.

**FAMILY CARE BENEFIT**

We will pay this benefit if a Covered Person is Confined in a Hospital or Rehabilitation Unit as a result of Injuries sustained in a Covered Accident and the Covered Person has a child or children attending a Child Care Center. We will pay this benefit for each child attending a Child Care Center on any given day the Covered Person is Confined, up to the Maximum Days shown in the Schedule of Benefits. The child attending a Child Care Center does not need to be a Covered Person for this benefit to be payable but must meet the definition of Eligible Dependent.

**FRACTURE BENEFIT**

We will pay this benefit if a Covered Person sustains a Fracture Injury as the result of a Covered Accident. The Fracture must:

1. Be diagnosed by a Physician within 90 days after the Covered Accident;
2. Require correction by a Physician; and
3. Be corrected by a Physician by open (surgical) or closed (non-surgical) reduction within 90 days after the date of diagnosis.

If a Covered Person sustains more than one Fracture in a Covered Accident, We will pay no more than two (2) times the amount shown in the Schedule of Benefits for the bone involved that has the highest benefit amount.

If a Covered Person sustains a Fracture and a Dislocation in the same Covered Accident, We will pay no more than two (2) times the amount shown in the Schedule of Benefits for the bone or joint involved that has the highest benefit amount.

If a Covered Person sustains a Fracture or a Dislocation and tears, ruptures or severs a tendon, ligament, or rotator cuff in the same Covered Accident, We will pay only one benefit. We will pay the higher of the Tendon, Ligament, Rotator Cuff Benefit, the Fracture Benefit, or the Dislocation Benefit.

**GENERAL ANESTHESIA BENEFIT**

We will pay this benefit if a Covered Person undergoes surgery due to an Injury sustained in a Covered Accident. For a benefit to be payable, General Anesthesia must be administered within 14 days after the Covered Accident by a Physician and for a covered surgery for which a benefit is payable. We will pay this benefit only once per Covered Person per Covered Accident.

This benefit is not payable for local anesthesia or regional anesthesia (including epidural or spinal anesthesia).

**GUNSHOT WOUND BENEFIT**

We will pay this benefit if a Covered Person sustains a gunshot wound in a Covered Accident and:

1. The Covered Person did not intentionally shoot his or her self;
2. The gunshot wound is caused by a shot from a Conventional Firearm; and
3. The gunshot wound requires the Covered Person to be admitted to a hospital.

If the Covered Person is shot more than once in a 24-hour period, we will pay benefits only for the first wound.

The Gunshot Wound Benefit is not available for Your Spouse and/or Dependent Children.

### **HERNIATED DISC BENEFIT**

We will pay this benefit if a Covered Person sustains a herniated disc Injury in the spine as the result of a Covered Accident. The herniated disc must be treated by a Physician within 60 days after the Covered Accident and must be repaired through surgery by a Physician within 365 days after the Covered Accident. We will pay this benefit only once per Covered Person per Covered Accident.

### **HOSPITAL ADMISSION BENEFIT**

We will pay this benefit if a Covered Person is admitted to a Hospital as a result of Injuries received in a Covered Accident. The Covered Person must be admitted and Confined to a Hospital within six (6) months after the Covered Accident. We will not pay this benefit for:

1. Emergency Room treatment;
2. Outpatient treatment; or
3. A stay of less than 20 hours in an Observation Unit.

We will pay this amount only once per Covered Person per Covered Accident. We will not pay the Hospital Admission Benefit and the Hospital Admission ICU Benefit for the same Covered Accident.

### **HOSPITAL ADMISSION ICU BENEFIT**

We will pay this benefit if a Covered Person is admitted to a Hospital Intensive Care Unit and Confined to a Hospital as a result of Injuries received in a Covered Accident. The Covered Person must be admitted and Confined to a Hospital Intensive Care Unit within 30 days after the Covered Accident. We will not pay this benefit for:

1. Emergency Room treatment;
2. Outpatient treatment; or
3. A stay of less than 20 hours in an Observation Unit.

We will pay this amount only once per Covered Person per Covered Accident. We will not pay the Hospital Admission Benefit and the Hospital Admission ICU Benefit for the same Covered Accident.

If a Covered Person is admitted to a Hospital and transferred to the Hospital Intensive Care Unit as a result of Injuries received in a Covered Accident, We will pay the Hospital Admission ICU Benefit, less the amount We paid for under the Hospital Admission Benefit.

### **HOSPITAL CONFINEMENT BENEFIT**

We will pay this benefit if a Covered Person is Confined in a Hospital or Hospital Sub-Acute Intensive Care Unit as a result of Injuries received in a Covered Accident, subject to the Maximum Benefit Period shown in the Schedule of Benefits. This benefit is payable only for Confinement in a Hospital or Hospital Sub-Acute Intensive Care Unit that begins within six (6) months after the date of the Covered Accident. We will pay benefits for only one Confinement at a time even if it is caused by more than one Covered Accident.

If a Covered Person is Confined in a Hospital or Hospital Sub-Acute Intensive Care Unit and is Confined again within 90 days for Injuries received in the same Covered Accident or for a related condition, We will treat this Confinement for a continuation of the prior Confinement.

We will not pay this benefit for:

1. Emergency Room treatment;
2. Outpatient treatment;
3. Confinement of less than 20 hours in an Observation Unit; or
4. Confinement in a Rehabilitation Unit.

We will not pay the Hospital Confinement Benefit and the Hospital Confinement ICU Benefit for the same day of Confinement.

### **HOSPITAL CONFINEMENT ICU BENEFIT**

We will pay this benefit if a Covered Person is Confined in a Hospital Intensive Care Unit as a result of Injuries received in a Covered Accident, subject to the Maximum Benefit Period shown in the Schedule of Benefits. Confinement in a Hospital Intensive Care Unit must begin within 30 days after the date of the Covered Accident.

If a Covered Person is Confined in a Hospital Intensive Care Unit and is Confined in a Hospital Intensive Care Unit once again within 90 days for Injuries received in the same Covered Accident or for a related condition, We will treat this Confinement as a continuation of the prior Confinement.

If a Covered Person is Confined in a Hospital Intensive Care Unit beyond the Maximum Benefit Period, the Covered Person will be eligible for the Hospital Confinement Benefit. The Hospital Confinement Benefit will begin the first day following the expiration of the Maximum Benefit Period for Hospital Confinement ICU Benefit.

If the unit to which a Covered Person is Confined does not meet the definition of Hospital Intensive Care Unit in this Certificate, We will pay the Hospital Confinement Benefit, if applicable.

We will not pay the Hospital Confinement Benefit and the Hospital Confinement ICU Benefit for the same day of Confinement.

#### **INITIAL DOCTOR'S OFFICE VISIT BENEFIT**

We will pay this benefit if a Covered Person receives initial treatment and/or advice by a Physician in a Physician's office or from a Physician via Telemedicine Services for Injuries sustained in a Covered Accident. The treatment must be within 60 days after the Covered Accident and the services provided must be the result of a Covered Accident and not for preventive testing or routine examinations. We will pay this benefit only once per Covered Person per Covered Accident.

Follow-up treatment prescribed by a Physician will be paid under the Accident Follow-Up Treatment Benefit.

#### **INTERNAL ORGAN LOSS BENEFIT**

We will pay this benefit if, within 90 days after a Covered Accident, a Covered Person sustains the removal of at least 50% of a covered organ as a result of Injury sustained in the Covered Accident. Only the following are covered organs: bladder, esophagus, gall bladder, genitals, kidney, large intestine, liver, lungs, ovary, pancreas, small intestine, spleen, stomach, thyroid and uterus. We will pay this benefit only once per Covered Person per Covered Accident.

#### **JOINT REPLACEMENT BENEFIT**

We will pay this benefit if a Covered Person requires a joint replacement as the result of an Injury sustained in a Covered Accident. In order for this benefit to be payable, the joint must be repaired by a Physician within 180 days of a Covered Accident. We will pay this benefit only once per Covered Person per Covered Accident.

We will not pay for joint replacements resulting from age or wear and tear. The joint replacement must be the result of a Covered Accident.

#### **KNEE CARTILAGE TORN BENEFIT**

We will pay this benefit if a Covered Person sustains torn knee cartilage (meniscus) Injury as the result of a Covered Accident. In order for this benefit to be payable, the torn knee cartilage must be treated by a Physician within 60 days after the Covered Accident; and

1. Repaired through surgery by a Physician within six (6) months after the Covered Accident, or
2. If exploratory arthroscopic surgery is performed within six (6) months after the Covered Accident and no repair is done, or if the cartilage is shaved (debridement), We will pay the applicable benefit amount listed in the Schedule of Benefits.

#### **LACERATION AND PUNCTURE WOUND BENEFIT**

We will pay this benefit if a Covered Person sustains a Laceration or Puncture Wound Injury as the result of a Covered Accident. The Laceration or Puncture Wound must be repaired by a Physician within 72 hours after the Covered Accident. The benefit amount We will pay is shown on the Schedule of Benefits.

Benefits paid for Lacerations will be based on the total length of all Lacerations received in any one Covered Accident that require repair. If the Laceration is severe enough to require stitches but the Physician chooses to repair it in another way, We will pay it as a Laceration repaired with stitches.

#### **LODGING BENEFIT**

We will pay this benefit for the hotel/motel or similar paid lodging stay of one companion to accompany a Covered Person who is Confined in a Hospital as the result of Injuries sustained in a Covered Accident when the Hospital is located more than 100 miles from the Covered Person's residence.

We will pay this benefit for as long as:

1. The companion accompanies the Covered Person; and
2. The Covered Person remains Confined in such Hospital; but
3. Not beyond the Maximum Benefit Period.

### **LOSS OF FINGER, TOE, HAND, FOOT, HEARING OR SIGHT BENEFIT**

We will pay this benefit for a Covered Person for loss of a finger, toe, hand, or foot, hearing in one ear or the sight of an eye as the result of Injuries sustained in a Covered Accident and which occurs within 90 days after the Covered Accident.

Loss of finger means that the finger is cut off at the joint proximate to the first interphalangeal joint where it is attached to the hand.

Loss of toe means that the toe is cut off at the joint proximate to the first interphalangeal joint where it is attached to the foot.

Loss of hand means that the hand is cut off through or above the wrist joint or the use of the hand is permanently lost.

Loss of foot means that the foot is cut off through or above the ankle joint or the use of the foot is permanently lost.

Loss of hearing means permanent deafness in one ear that cannot be corrected to any functional degree by any procedure, aid or device.

Loss of sight of an eye means best corrected vision of the eye is 20/200 or worse, or a visual field of 20 degrees or less. The degree of visual loss must be permanent with no realistic expectation of improvement.

If a Covered Person loses a finger or toe and within 90 days thereafter loses a hand or foot on the same side of the body as the result of the same Covered Accident, We will pay for loss of hand or foot, less the amount We paid for the loss of a finger or toe.

If a Covered Person loses one finger or toe and within 90 days thereafter loses another finger or toe as a result of the same Covered Accident, We will pay the amount shown in the Schedule of Benefits for "loss of two or more fingers or two or more toes or any combination of two or more," less the amount We paid for the loss of the first finger or toe.

If a Covered Person loses one hand or one foot or the sight of one eye and within 90 days thereafter loses another hand or foot or sight of an eye, We will pay the amount shown in the Schedule of Benefits for "loss of both hands or both feet or sight of both eyes or any combination of two or more," less the amount We paid for the loss of the first hand or foot or sight of an eye.

If a Covered Person receives a Laceration on a finger, toe, hand, foot, or eye and later loses that finger, toe, hand, foot or eye as the result of the same Covered Accident, We will subtract the amount We paid under the Laceration Benefit from the Loss of Finger, Toe, Hand, Foot, Hearing or Sight of an Eye Benefit.

### **MAJOR DIAGNOSTIC EXAM BENEFIT**

We will pay this benefit if a Covered Person requires one of the following exams for Injuries sustained as the result of a Covered Accident:

1. CT or CAT (computerized tomography) scan;
2. DTI (diffusion tensor imaging) scan ;
3. EEG (electroencephalogram);
4. Joint imaging scan;
5. MRA (magnetic resonance angiogram) scan;
6. MRI (magnetic resonance imaging);
7. PET (positron emission tomography) scan; or
8. SPECT (spectroscopy).

These exams must be ordered by a Physician and performed in a medical facility within 180 days after the Covered Accident.

We will pay this benefit only once per Covered Person per Covered Accident.

### **MEDICAL SUPPLIES BENEFIT**

We will pay this benefit for over-the-counter medical supplies purchased as the result of an Injury sustained in a Covered Accident. We will pay this benefit only once per Covered Person per Covered Accident.

### **MEDICINE BENEFIT**

We will pay this benefit for prescription or over-the-counter medicine purchased as the result of an Injury sustained in a Covered Accident. We will pay this benefit only once per Covered Person per Covered Accident.

### **NON-OCCUPATIONAL ACCIDENTAL DISABILITY BENEFIT**

We will pay the Monthly Benefit Amount if You becomes Totally Disabled prior to the Certificate anniversary on which You attain age 72 as a result of a Non-Occupational Injury received in a Covered Accident and remains Totally Disabled.

We will pay this benefit as long as You remain Totally Disabled, up to the Maximum Benefit Period shown in the Schedule of Benefits. If benefits are payable for less than a full month, We will calculate benefits on a daily basis. The daily amount is one-thirtieth (1/30) of the Monthly Benefit Amount.

If You become Totally Disabled due to the same or a different Covered Accident within six (6) months after the end of a previous Disability, it will be considered a continuation of the previous Disability and subject to the same Maximum Benefit Period.

To keep this Certificate in force, You must continue to pay premiums as due after You become Totally Disabled. However, if You become Totally Disabled due to injuries sustained in a Covered Accident for a continuous period of at least 30 days, We will waive the payment of premiums for this Certificate effective with the monthly anniversary of the Certificate Effective Date following the end of such 30 day period, and We will refund to You any premium paid for a period beyond that monthly anniversary. We will continue to waive premium payments on a monthly basis for as long as Your Total Disability continues until the earlier of (a) the monthly anniversary of the Certificate Effective Date following the end of Your Total Disability; or (b) until the end of the Maximum Benefit Period shown in the Schedule of Benefits.

You must advise Us when Your Total Disability ends. After Your Total Disability ends, or after the end of the Maximum Benefit Period, whichever is earlier, You must resume the payment of premiums by paying the next premium due to keep this Certificate in force. Thereafter, premiums will be due and payable as provided in this Certificate.

This benefit will terminate when You attain age 72. Termination of this benefit will not affect an otherwise valid claim arising from Your Total Disability which began before such termination.

### **OCCUPATIONAL ACCIDENT BENEFIT**

We will pay this benefit if You or Your Spouse have received a positive test result for an Occupational Disease contracted at Your workplace in a Covered Accident. Infection acquired outside Your or Your Spouse's workplace is not considered an Occupational Disease. We will pay this benefit only once per Covered Person per Covered Accident.

This benefit is payable once per Insured or Spouse per lifetime.

**Occupational Hepatitis B, C, or D** means a viral hepatitis, types B, C, and D contracted by the Covered Person as a result of the Covered Person's documented accidental exposure in the workplace to blood or other bodily fluids from a person known to be infected with Hepatitis. Hepatitis under this provision does not include type-A Hepatitis. In order for Occupational Hepatitis to be covered under this Certificate:

- The Covered Person had not tested positive for Hepatitis prior to Covered Person's effective date of coverage under this Certificate;
- The Covered Person was performing his or her normal occupational duties at the time of the accidental exposure;
- The accidental exposure was documented by an accident report in accordance with the established occupational procedures at the Covered Person's workplace; and
- The diagnosis of Hepatitis must be confirmed by blood testing administered under the direction of a Physician.

Hepatitis infection acquired outside the workplace is not considered Occupational Hepatitis.

**Occupational Human Immunodeficiency Virus (HIV)** means HIV contracted by the Covered Person as a result of the Covered Person's documented accidental exposure in the workplace to blood or other bodily fluids from a person known to be infected with HIV. In order for Occupational HIV to be covered under this Certificate:

- The Covered Person had not tested positive for HIV prior to the Covered Person's effective date of coverage under this Certificate;
- The Covered Person was performing his or her normal occupational duties at the time of the accidental exposure;
- The accidental exposure was documented by an accident report in accordance with the established occupational procedures at the Covered Person's workplace;
- The diagnosis of HIV infection must be confirmed by blood testing administered under the direction of a Physician; and
- The date of a positive HIV antibody test for HIV must be subsequent to a prior negative test with a lapse of between 90 and 180 days between the two tests.

HIV infection acquired outside the workplace is not considered Occupational HIV.

**Occupational Invasive MRSA Infection** means an infection with Methicillin-resistant Staphylococcus aureus (MRSA) contracted by the Covered Person as a result of the Covered Person's documented accidental exposure in the workplace to blood or other bodily fluids from a person known to be infected with MRSA. In order for Occupational Invasive MRSA to be covered under this Certificate:

- The Covered Person had not tested positive for MRSA prior to the Covered Person's effective date of coverage under this Certificate;
- The Covered Person was performing his or her normal occupational duties at the time of the accidental exposure;
- The accidental exposure was documented by an accident report in accordance with the established occupational procedures at the Covered Person's workplace; and
- The diagnosis of Invasive MRSA must be diagnosed by a Physician.

Invasive MRSA acquired outside the workplace is not considered Occupational Invasive MRSA.

**Occupational Rabies** means viral disease of mammals transmitted through the bite of an animal infected with the rabies virus contracted by the Covered Person as a result of the Covered Person's documented accidental exposure in the workplace from an animal known to be infected with Rabies. In order for Occupational Rabies to be covered under this Certificate:

- The Covered Person had not tested positive for Rabies prior to the Covered Person's effective date of coverage under this Certificate;
- The Covered Person was performing his or her normal occupational duties at the time of the accidental exposure;
- The accidental exposure was documented by an accident report in accordance with the established occupational procedures at the Covered Person's workplace; and
- The diagnosis of Rabies must be diagnosed by a Physician.

Rabies acquired outside the workplace is not considered Occupational Rabies.

**Occupational Tetanus** means an infectious disease caused by contamination of wounds with the bacteria Clostridium tetani contracted by the Covered Person as a result of the Covered Person's documented accidental exposure in the workplace. In order for Occupational Tetanus to be covered under this Certificate:

- The Covered Person had shown signs or symptoms or diagnosed by a Physician for Tetanus prior to the Covered Person's effective date of coverage under this Certificate;
- The Covered Person was performing his or her normal occupational duties at the time of the accidental exposure;
- The accidental exposure was documented by an accident report in accordance with the established occupational procedures at the Covered Person's workplace; and
- The diagnosis of Tetanus must be diagnosed by a Physician.

Tetanus acquired outside the workplace is not considered Occupational Tetanus.



**Occupational Tuberculosis** means an infection by the bacteria *Mycobacterium tuberculosis* contracted by the Covered Person as a result of the Covered Person's documented accidental exposure in the workplace from a person known to be infected with Tuberculosis. In order for Occupational Tuberculosis:

- The Covered Person had not tested positive for Tuberculosis prior to the Covered Person's effective date of coverage under this Certificate;
- The Covered Person was performing his or her normal occupational duties at the time of the accidental exposure;
- The accidental exposure was documented by an accident report in accordance with the established occupational procedures at the Covered Person's workplace; and
- The diagnosis of Tuberculosis must be diagnosed by a Physician.

Tuberculosis acquired outside the workplace is not considered Occupational Tuberculosis.

#### **OUTPATIENT INTRAVENOUS (IV) INFUSION THERAPY BENEFIT**

We will pay this benefit if a Covered Person receives IV Infusion Therapy on an outpatient basis for an Injury sustained in a Covered Accident. IV Infusion Therapy treatment must:

1. Begin within 14 days after the Accident occurs and be provided within 180 days after the Covered Accident occurs;
2. Be provided in an outpatient setting; and
3. Is prescribed by a Physician.

We will pay this benefit once per visit per Covered Person per Accident, up to the Maximum Treatments listed in the Schedule of Benefits.

#### **OUTPATIENT SURGERY FACILITY SERVICE BENEFIT**

We will pay this benefit for each Covered Person who has surgery for the Injuries specified below in a surgical center licensed for the treatment of Injuries sustained as a result of a Covered Accident. This does not include surgery received in the Emergency Room or while Confined.

The following specified Injuries must be treated by a Physician within 60 days from the date of the Covered Accident and the specified surgery must be performed within the specified time listed below:

1. Knee Cartilage – One year after the Covered Accident;
2. Ruptured Disc – One year after the Covered Accident;
3. Tendon, Ligament, Rotator Cuff – 180 days after the Covered Accident;
4. Eye Injury – 90 days after the Covered Accident;
5. Hernia – 60 days after the Covered Accident.

#### **PAIN MANAGEMENT BENEFIT**

We will pay this benefit if a Covered Person receives a nerve ablation and/or block, or an epidural injection administered into the spine as the result of an Injury sustained in a Covered Accident.

For a benefit to be payable, the pain management technique must be administered within 180 days of a Covered Accident.

We will pay this benefit once per visit, per Covered Person per Accident, up to the Maximum Visits listed in the Schedule of Benefits.

#### **PARALYSIS BENEFIT**

We will pay this benefit if a Covered Person sustains an Injury to the spinal cord in a Covered Accident which results in Paralysis. The Paralysis must be diagnosed by a Physician within 30 days of the Covered Accident and have lasted for a continuous period of not less than 90 days.

We will subtract from the Paralysis Benefit any amount paid under the Loss of Finger, Toe, Hand, Foot, Hearing or Sight Benefit, the Sports Package Benefit, or the Coma Benefit as a result of injury to the same Covered Person from the same Covered Accident.

We will pay this benefit only once per Covered Person lifetime.

**POST TRAUMATIC STRESS DISORDER BENEFIT**

We will pay this benefit if a Covered Person is diagnosed and receiving care for Post-Traumatic Stress Disorder (PTSD) resulting from a Covered Accident. The Covered Person must meet the diagnostic criteria for PTSD stipulated in the Diagnostic and Statistical Manual of Mental Disorders IV (DSM IV-TR) and be under the active care of either of Psychiatrist or PhD-level Psychologist. The diagnosis must be made within 180 days of a Covered Accident.

We will pay this benefit once per visit per Covered Person per Covered Accident, up to the Maximum Visits listed in the Schedule of Benefits.

**PROSTHETIC DEVICE OR ARTIFICIAL LIMB BENEFIT**

We will pay this benefit if a Covered Person requires a prosthetic device or artificial limb that is prescribed by a Physician due to the Loss of Hand, Foot, Hearing, or Sight of an Eye as a result of Injuries sustained in a Covered Accident. The prosthetic device/artificial limb must be received within one year after the date of the Covered Accident.

If a Covered Person receives one prosthetic device or artificial limb and later receives another prosthetic device or artificial limb as a result of Injuries sustained in the same Covered Accident, we will pay the amount shown in the Schedule of Benefits for "more than one prosthetic device or artificial limb," less the amount We paid for the receipt of the first prosthetic device or artificial limb.

We will not pay this benefit for hearing aids; dental aids, including false teeth; eye glasses; contact lenses; cosmetic prosthesis such as hair wigs; or joint replacement such as an artificial hip or knee.

**RECOVERY BENEFIT**

We will pay this benefit if a Covered Person is Totally Disabled immediately preceded by Confinement in a Hospital as a result of Injuries sustained in a Covered Accident. This benefit is payable for each day of Total Disability up to the Maximum Benefit Period shown in the Schedule of Benefits.

We will not pay the Recovery Benefit, the Hospital Confinement Benefit or Rehabilitation Unit Benefit for the same day. We will pay the largest of the three benefits for that day.

We will not pay both the Recovery Benefit and the Rehabilitation Unit Benefit for the same Covered Person. We will pay the larger of the two (2) for the same Covered Accident.

**REHABILITATION UNIT ADMISSION BENEFIT**

We will pay this benefit if a Covered Person is Confined in a Rehabilitation Unit immediately preceded by Confinement in a Hospital as a result of Injuries received in a Covered Accident. We will not pay this benefit for outpatient treatment or for a stay of less than 20 hours.

We will pay this benefit only once per Covered Person per Covered Accident. We will not pay the Rehabilitation Admission Benefit, and the Recovery Benefit for the same Covered Person. We will pay the larger of the two (2) benefits for that Covered Accident.

**REHABILITATION UNIT BENEFIT**

We will pay this benefit if a Covered Person is Confined in a Rehabilitation Unit for physical, occupational or speech therapy for treatment of Injuries sustained in a Covered Accident. We will pay this benefit for each day of Confinement in a Rehabilitation Unit up to the Maximum Benefit Period shown in the Schedule of Benefits.

We will not pay this benefit unless the Rehabilitation Unit Confinement was immediately preceded by Confinement in a Hospital.

We will not pay the Rehabilitation Unit Benefit and the Hospital Confinement Benefit for the same day. We will pay the larger of the two (2) benefits for that day.

**RESIDENCE/VEHICLE MODIFICATION BENEFIT**

We will pay this benefit when a Covered Person requires and makes a permanent structural modification to their primary residence or vehicle due to Injuries sustained in a Covered Accident. The modification must be prescribed by a Physician as medically necessary and must occur within 365 days after the Covered Accident. We will pay this benefit only once per Covered Person, per Covered Accident.

**SKIN GRAFT BENEFIT**

We will pay this benefit for each Covered Person who receives a skin graft as a result of Injuries sustained in a Covered Accident and for which We paid a Burn Benefit. The skin graft must be received within one year after the Covered Accident. We will pay this benefit only once per Covered Person per Covered Accident.

**SPORTS PACKAGE BENEFIT**

We will pay this benefit if a Covered Person sustains Injuries as the result of a Covered Accident while participating in an Organized Sporting Activity. This benefit is not applicable to the Accidental Death Benefit, Common Carrier Death Benefit, or Catastrophic Accident Benefit.

**TELEMEDICINE SERVICES BENEFIT**

We will pay this benefit if a Covered Person receives medical advice from a Physician via Telemedicine Services for Injuries sustained in a Covered Accident. The treatment must be within 60 days after the Covered Accident and the medical advice provided must be the result of a Covered Accident and not for preventive testing or routine examinations. We will pay this benefit only once per Covered Person per Covered Accident.

Follow-up treatment prescribed by a Physician will be paid under the Accident Follow-up Treatment Benefit. We will not pay the Telemedicine Services Benefit and the Initial Doctor's Office Visit for the same day of service.

**TENDON, LIGAMENT, ROTATOR CUFF BENEFIT**

We will pay this benefit if a Covered Person sustains an Injury to a tendon, ligament, or rotator cuff as the result of a Covered Accident.

The tendon, ligament, or rotator cuff must be:

1. Torn, ruptured or severed; and
2. Repaired through surgery by a Physician within 60 days after the Covered Accident.

If a Covered Person sustains a Fracture or a Dislocation and tears, ruptures or severs a tendon, ligament, or rotator cuff in the same Covered Accident, We will pay only one benefit. We will pay the larger of the Tendon, Ligament, Rotator Cuff Benefit, the Fracture Benefit or the Dislocation Benefit.

**THERAPY BENEFIT**

We will pay this benefit for each Covered Person who requires physical, occupational or speech therapy treatment as the result of Injuries sustained in a Covered Accident. Therapy must:

1. Begin within 60 days after the Covered Accident;
2. Be prescribed by a Physician;
3. Be rendered by a Physical Therapist, Occupational Therapist or a Speech Therapist;
4. Be performed on an inpatient or outpatient basis; and
5. Be completed within six (6) months after the date of first treatment.

We will pay this benefit per visit per Covered Person per Covered Accident, up to the Maximum visits listed in the Schedule of Benefits.

We will not pay both the Accident Follow-Up Treatment Benefit, Rehabilitation Admission Benefit, Rehabilitation Unit Benefit or the Therapy Benefit for the same visit.

**TRANSPORTATION BENEFIT**

We will pay this benefit per round trip if a Covered Person must travel more than 100 miles each way from the Covered Person's residence to receive special treatment and Confinement in a Hospital for Injuries received as the result of a Covered Accident. Treatment must be prescribed by a Physician and not be available within a 100-mile radius of the Covered Person's residence. This benefit is payable for the Maximum Trips listed in the Schedule of Benefits per Covered Accident. This benefit is not payable for transportation by ambulance or air ambulance.

**TRAUMATIC BRAIN INJURY BENEFIT**

We will pay this benefit if a Covered Person sustains a Traumatic Brain Injury as the result of a Covered Accident and is diagnosed by a Physician within 72 hours after the date of the Covered Accident using any type of medical imaging procedure such as an X-ray, CT (computerized tomography) scan, or MRI (magnetic resonance imaging), PET (positron emission tomography) scan, or EEG (electroencephalogram).

Traumatic Brain Injury means an injury caused by a traumatic blow to the head, neck or shoulders; and which results in a neurological deficit. Traumatic Brain Injury includes: cerebral contusion, cerebral laceration, concussion or intracranial hemorrhage.

### **URGENT CARE BENEFIT**

We will pay this benefit if a Covered Person receives initial treatment in an Urgent Care Facility for Injuries sustained in a Covered Accident. The treatment must be within 60 days after the Covered Accident and the services provided must be the result of a Covered Accident and not for preventive testing or routine examinations. We will pay this benefit only once per Covered Person per Covered Accident.

Follow-up treatment prescribed by a Physician will be paid under the Accident Follow-Up Treatment Benefit.

### **X-RAY BENEFIT**

We will pay this benefit if a Covered Person requires an X-ray within 30 days after a Covered Accident for Injuries sustained as the result of the Covered Accident. We will pay this benefit once per Covered Person per Covered Accident.

## **DEFINITIONS**

**Active Employee, Actively at Work** means You are at work for pay on a permanent basis at least 17.5 hours per week performing the normal duties of Your job.

**Catastrophic Loss** means an Injury caused by a Covered Accident that results in total and irrecoverable:

1. Loss of both hands or both feet; or
2. Loss of use of both arms or both legs; or
3. Loss of one hand and one foot; or
4. Loss of use of one arm and one leg; or
5. Loss of the sight of both eyes; or
6. Loss of the hearing in both ears; or
7. Loss of the ability to speak.

**With respect to Catastrophic Loss** only:

1. Loss of hand means that the hand is cut off through or above the wrist joint or the use of the hand is permanently lost.
2. Loss of foot means that the foot is cut off through or above the ankle joint or the use of the foot is permanently lost.
3. Loss of use of an arm means the loss of function of the entire arm from the shoulder to the hand.
4. Loss of use of a leg means the loss of function of the entire leg from the hip to the foot.
5. Loss of sight means both eyes are totally blind and that no sight can be restored.
6. Loss of hearing means complete deafness in both ears, such that it cannot be corrected to any functional degree by any procedure, aid or device.
7. Loss of the ability to speak means loss of audible communication, such that it cannot be corrected to any functional degree by any procedure, aid, or device.

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

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

This date will be used to determine Certificate years, months, and anniversaries. While Interim Coverage is in effect, all references to the Certificate Effective Date, except the reference under premium provisions, shall mean the date of Your enrollment.

**Chip or Avulsion Fracture** means a Fracture in which a piece of the bone is broken off near a joint at a place where a ligament is usually attached.

**Child Care Center** means a facility that is licensed as such by the state; provides non-medical care and supervision for children in a group setting; and is not operated by a Covered Person or an Immediate Family member.

**Chiropractic Care Services** means spinal manipulation services conducted by a Physician to correct a structural imbalance caused by a Covered Accident. Benefits will not be paid for massage therapy or for treatment of chronic conditions or other injuries not related to structural imbalance.

**Common Carrier** means commercial airplanes, trains, buses, trolleys, subways, ferries and boats that operate on a regularly scheduled basis between predetermined points or cities. Taxis and privately chartered vehicles are not Common Carriers.

**Confined or Confinement** means the assignment to a bed as a resident inpatient in a Hospital or Rehabilitation Unit on the advice of a Physician or confinement in an Observation Unit within a Hospital for a period of no less than 20 continuous hours on the advice of a Physician.

**Conventional Firearm** means a small arms weapon from which a shot (bullet) is fired by gun powder or compressed gas.

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

**Covered Accident** means an unintended and unexpected event which results in an injury that:

1. Occurs on or after the Certificate Effective Date; and
2. Occurs while this Certificate is in force; and
3. Is not excluded by name or specific description in this Certificate.

If the Coverage Type Certificate Identification is "Non-Occupational Injury", a Covered Accident does not include any Injury that occurs while a Covered Person is working for pay or profit.

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

**Dependent** means:

1. Your Spouse, Domestic Partner/Civil Partner;
2. Your newborn child;
3. Your unmarried Military Veteran Dependent who is under age 30.
4. Your unmarried natural child, legally adopted child, child in the waiting period prior to finalization of adoption by You, child of an Insured if the Insured is a party to a suit in which the Insured seeks to adopt the child or step-child under age 27; or
5. Your unmarried grandchild under age 27 who is a dependent for federal income tax purposes; or the time of completion of the enrollment form for coverage of the grandchild is made; or
6. Your child for whom You must provide medical support under an order issued under Chapter 154, Family Code, or enforceable by a court of the state of Texas; or

Coverage for a grandchild of the Insured may not be terminated solely because the grandchild is no longer a dependent of the Insured for federal income tax purposes.

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

1. Unable to perform the material and substantial duties of Your regular occupation at the time the Disability began; and
2. Not, in fact, working at any job for pay or benefits; and
3. Being cared for on a regular basis by a Physician for the Injury causing such Total Disability.

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

**Dislocation** means the complete disruption of the normal relationship of the two bones which form a joint such that the dislocated bone is no longer in its normal position. For the purposes of this Certificate, Dislocation does not include subluxation.

**Eligible Class(es)** means the people who may apply for coverage. The Eligible Class(es) are shown in the Policyholder Specifications.

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

**Emergency Room** means a specified area within or affiliated with a Hospital that is designed for the emergency care of accidental Injuries. It must:

1. Be staffed and equipped to handle trauma;
2. Be supervised and provide treatment by Physicians; and
3. Provide care seven days per week, 24 hours per day.

**Fracture** means a break in a bone that is confirmed by X-ray or CT scan.

**General Anesthesia** means the induction of a state of unconsciousness with the absence of pain sensation over the entire body, through the administration of anesthetic drugs, used during invasive surgical procedures.

**Hospital** means an institution in the United States or Canada which meets all of the following requirements:

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

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

**Hospital Intensive Care Unit** means a place that:

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

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

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

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

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

**Immediate Family** means:

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

**Incomplete Dislocation** means a Dislocation in which the joint is not completely separated.

**Injured, Injury, or Injuries** means an accidental bodily injury that resulted from a Covered Accident. It does not include sickness, disease or bodily infirmity. Overuse syndromes, typically due to repetitive or recurrent activities, such as osteoarthritis, Carpal Tunnel Syndrome or tendonitis, are considered to be a sickness and not an Injury for purposes of this Certificate. See also the "Exclusions" provision of this Certificate.

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

**IV Infusion Therapy** means the administration of a prescribed drug through a needle or catheter. The term IV Infusion Therapy does not include a blood transfusion.

**Laceration** means a cut or tear in the skin.

**Loss** means an event for which a benefit may become payable under this Certificate.

**Loss of Finger, Toe, Hand, Foot, Hearing or Sight of an Eye:**

1. Loss of finger means that the finger is cut off at the joint proximate to the first interphalangeal joint where it is attached to the hand or the use of the finger is permanently lost.
2. Loss of toe means that the toe is cut off at the joint proximate to the first interphalangeal joint where it is attached to the foot or use of the toe is permanently lost.
3. Loss of hand means that the hand is cut off through or above the wrist joint or the use of the hand is permanently lost.
4. Loss of foot means that the foot is cut off through or above the ankle joint or the use of the foot is permanently lost.
5. Loss of hearing means permanent deafness in one ear, such that it cannot be corrected to any functional degree by any procedure, aid or device.
6. Loss of sight of an eye means best corrected vision of the eye is 20/200 or worse, or a visual field of 20 degrees or less. The degree of visual loss must be permanent with no realistic expectation of improvement.

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

**Non-Occupational Injury** means an Injury that did not occur while the Covered Person was working for pay or profit.

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

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

**Occupational Therapist** means a person, other than You or an Immediate Family member, who:

1. Is licensed to practice occupational therapy by the state in which the services are performed;
2. Performs services which are within the scope of his or her license;
3. Performs services for which benefits are provided by this Certificate;
4. Possesses the designation "Occupational Therapists Registered (OTR)"; and
5. Practices according to the Code of Ethics of the American Occupational Therapy Association.

**Organized Sporting Activity** means a competition or supervised organized practice for a competition. The competition must be governed by a set of written rules, be officiated by someone certified to act in that capacity and overseen by a legal entity such as a public school system or sports conference. The legal entity must have a set of bylaws and competition must be on a regulation playing surface. Participation must be on an amateur basis.

**Owner** means You, unless a different Owner is named in the Certificate Identification, or the Owner is later changed as provided in this Certificate. If the Owner and You are different, then upon the Owner's death, You will become the Owner. The Owner has the right to renew, cancel or reinstate coverage, and all other rights the Certificate provides, including the right to name and change the beneficiary.

**Paralysis** means complete and irrecoverable loss of sensory and motor functions of two or more limbs which is diagnosed after the Certificate Effective Date.

**Physical Therapist** means a person who:

1. Is licensed to practice physical therapy by the state in which the services are performed;
2. Performs services which are within the scope of his or her license;
3. Performs services for which benefits are provided by this Certificate; and
4. Practices according to the Code of Ethics of the American Physical Therapy Association.

**Physician** means a person performing tasks that are within the limits of his or her medical license and is:

1. Licensed to practice medicine, prescribe and administer drugs or to perform surgery; or
2. A legally qualified medical practitioner according to the laws and regulations of the governing jurisdiction.

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

**Post-Traumatic Stress Disorder** means a mental health condition triggered by a Covered Accident.

**Primary Residence** means the dwelling where a Covered Person lives most of the time, regardless of whether the Covered Person owns or rents the dwelling.

**Psychiatrist** means a Doctor of medicine who specializes in the diagnosis and treatment of mental disorders and typically provides medical interventions and drug therapies.

A Psychiatrist cannot be You or a member of Your Immediate Family, Your business or professional partner, or any person who has a financial affiliation or business interest with You.

**Psychologist** means a clinical, mental health professional who works with patients and provides analysis and counseling.

A Psychologist cannot be You or a member of Your Immediate Family, Your business or professional partner, or any person who has a financial affiliation or business interest with You.

**Puncture Wound** means an injury caused by an object that pierces or penetrates the skin.

**Rehabilitation Unit** means a designated area or free-standing facility of a Hospital that provides physical, occupational or speech therapy on a short-term basis.

**Speech Therapist** means a person, other than You or an Immediate Family member, who:

1. Is licensed to practice speech therapy by the state in which the services are performed;
2. Performs services which are within the scope of his or her license;
3. Performs services for which benefits are provided by this Certificate; and
4. Practices according to the Code of Ethics of the American Speech-Language-Hearing Association.

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

**Telemedicine Service** means a medical inquiry with a Physician via audio or video communication that assists with a Covered Person's assessment, consultation and diagnosis.

**Urgent Care Facility** means a free-standing facility that is not part of a Hospital or Emergency Room, which provides care on an urgent basis and is duly licensed by the agency responsible for licensing such facilities.

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

**You or Your** means the Insured.



## EXCLUSIONS

No benefits will be paid for an Injury that is caused by, or occurs as a result of a Covered Person's:

1. Being intoxicated, or under the influence of alcohol or any narcotic or other prescription drug unless administered on the advice of a Physician and taken according to the Physician's instructions (the term "intoxicated" means the minimum blood alcohol level required to be considered operating an automobile under the influence of alcohol in the jurisdiction where the accident occurred);
2. Participating in an illegal occupation or attempting to commit or actually committing a felony ("felony" is as defined by the law of the jurisdiction in which the activity takes place);
3. Committing or attempting to commit suicide or intentionally injuring himself or herself;
4. Having dental treatment, except for such care or treatment due to Injury to sound natural teeth within twelve (12) months of the Covered Accident;
5. Being exposed to war or any act of war, declared or undeclared, or serving in any of the armed forces or units auxiliary thereto;
6. Participation in any contest using any type of motorized vehicle.

A Physician cannot be You or a member of Your Immediate Family, Your business or professional partner, or any person who has a financial affiliation or business interest with You.

If Your Coverage Type (shown in the Certificate Identification) is Non-Occupational, no benefits will be paid for an Injury incurred while working for pay or profit.

No benefits will be payable for sickness or infection including physical or mental condition that is not caused solely by or as a direct result of a Covered Accident.

## PREMIUMS

### PAYMENT OF PREMIUM

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

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

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

### GRACE PERIOD

A Grace Period of 31 days will be allowed for the payment of each Premium. The Certificate will remain in effect during the Grace Period, unless the Policyholder gives Us advance notice of termination. If any premium is unpaid at the end of the Grace Period, coverage shall automatically terminate and this Certificate will no longer be in force.

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

### PREMIUM CHANGES

We have the right to change the premium rates on any premium due date in accordance with the terms of the Policy. If the rates are changed, We will give at least 60 days advance notice to the Policyholder, or to You if the portability coverage is in effect.

### UNPAID PREMIUM

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

### REFUND OF PREMIUM AT DEATH

Upon notice of Your death, We will refund to the Beneficiary the portion of any premium that applies to a period beyond the end of the Certificate month in which death occurred.

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

## ELIGIBILITY FOR COVERAGE

You are eligible for coverage under this Certificate if:

1. Your enrollment form is approved by Us; and
2. You are an Eligible Employee on the Certificate Effective Date.
3. You must provide medical support under an order issued under Chapter 154, Family Code, or enforceable by a court of the State of Texas and coverage must be automatic for the 31 days after receipt of the medical support order.

A Dependent is eligible for coverage on the later of:

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

A Dependent is deemed to be acquired as follows:

1. Spouse: On the date of the marriage or the date the Eligible Dependent becomes Your Domestic Partner/Civil Union.
2. Natural Child: On the date of birth.
3. Adopted Child: On the date the child is placed in Your custody pursuant to an interim or permanent court order of adoption.
4. Stepchild: On the date of the Your marriage to the child's parent. Stepchild includes a natural or adopted child of Your Spouse.
5. Grandchild: On the date the child is dependent on You or Your Spouse for Federal Income Tax purposes or at the time of completion of the enrollment form for coverage of the grandchild is made.

## ADDITION OF ELIGIBLE DEPENDENTS

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

## EFFECTIVE DATE

Your coverage will start on the Certificate Effective Date.

## TERMINATION OF COVERAGE

Your coverage will terminate at the earliest of:

1. The end of the period for which premium is paid, subject to the Grace Period;
2. The date You enter into active duty status for the military service of any country;
3. The date of Your death;
4. The date a new Accident Illness Insurance Certificate issued by the Company becomes effective;
5. The date You cease to be in an Eligible Class eligible for coverage;
6. The date the Policy terminates
7. The month anniversary of the Certificate Effective Date following the date We receive the Policyholder's request to terminate Your insurance coverage.

Dependent coverage will terminate at the earliest of:

1. The end of the period for which premium is paid, subject to the Grace Period;
2. The monthly anniversary of the Certificate Effective Date following the date a Dependent ceases to be a Dependent as defined; or
3. The date Your coverage terminates

**CONTINUATION FOR INCAPACITATED CHILDREN**

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

You must submit a notice of the Dependent child's incapacity, not later than 31 days after the child attains age 27 years. Coverage for an incapacitated Dependent child will end on the earliest of:

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

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**PORTABILITY PRIVILEGE**

We will provide accident insurance portability coverage subject to these provisions.

You may continue Your coverage in a separate class subject to following conditions:

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

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

Portability Coverage will be effective on the date Your coverage under the Policy terminates or the date Your Active Employment with Policyholder ends.

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# CLAIM PROVISIONS

## NOTICE OF CLAIM

A notice of claim must be given to Us at Our Policyholder Service Address, Policyholder Service Web Portal, or Our Telephone Number as shown on the first page of this Certificate or as otherwise designated in writing by Us within 20 days after Loss covered by this Certificate occurs or starts. Failure to give notice within the 20 day timeframe does not invalidate or reduce any claim if it is given as soon as reasonably possible. Notice must be received by Us or any authorized agent of Us. The notice should include Your name, address, telephone number, and Group Number shown on the Certificate Identification page.

## CLAIM FORMS

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

## PROOF OF LOSS

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

## TIME OF PAYMENT OF CLAIMS

Benefits payable under this Certificate will be paid:

- (1) other than benefits for loss of time, must be paid not later than the 60th day after the date the Proof of Loss is received; and
- (2) subject to written Proof of Loss, all accrued benefits payable under the certificate for loss of time must be paid at least monthly during the period for which We are liable, and that any balance remaining unpaid at the end of that period must be paid as soon as possible after the proof of loss is received.

## PROMPT PAYMENT OF CLAIMS

After We receive written Proof of Loss and process Your claim, We will pay any benefits due. Benefits will be paid to You, except that accidental death benefits, payable as the result of Your death, will be paid to the Beneficiary designated in the Certificate (see "Beneficiary" provision). Any accrued benefits unpaid at Your death will also be paid to the Beneficiary. If You did not name a Beneficiary, or if no Beneficiary survives You, any benefits due will be paid to Your estate. If benefits are payable to an estate or to a person who cannot give a valid release, We may pay up to \$3,000 to someone related to You or Beneficiary by blood or marriage.

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

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

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

## **PAYMENT TO CONSERVATOR OTHER THAN GROUP EMPLOYEE**

We provide coverage for a minor child who qualifies as a dependent of a group employee and may pay benefits on the child's behalf to a person who is not a group employee if an order providing for the appointment of a possessory or managing conservator of the child has been issued by a court in this or another state.

A person who is not a group employee is entitled to be paid benefits under this section only if the person presents to Us, with the claim application:

- (1) written notice that the person is a possessory or managing conservator of the child on whose behalf the claim is made; and
- (2) a certified copy of the court order designating the person as possessory or managing conservator of the child or other evidence designated by rule of the commissioner that the person is eligible for the benefits as this section provides.

## **RECOVERY OF CLAIM OVERPAYMENT**

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

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

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

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

## **GENERAL PROVISIONS**

### **ENTIRE CONTRACT**

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

### **INCONTESTABILITY**

After two (2) years from the Certificate Effective Date, We cannot use misstatements, except fraudulent misstatements, provided by the Policyholder or You, to void coverage or deny a claim for Loss or Disability incurred after the expiration of the two (2) year period. In the absence of fraud, a statement made by the Policyholder or the Insured is considered a representation and not a warranty. Statements made by the Policyholder or Insured may not be used in any contest under the policy, unless a copy of the written instrument containing the statement is or has been provided to: a) the person making the statement; or b) if the statement was made by the Insured, and the Insured has died or become incapacitated, the Insured's beneficiary or personal representative.

### **LEGAL ACTIONS**

You cannot bring a legal action to recover benefits under Your Certificate for at least 60 days after You have given Us written Proof of Loss. You cannot start such an action after the third anniversary of the date on which written proof of loss is required under the policy to be filed.

### **CONFORMITY WITH STATE STATUTES**

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

### **MISSTATEMENT OF AGE**

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

**BENEFICIARY**

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

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

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

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

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

**PHYSICAL EXAMINATION AND AUTOPSY**

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

**NOTICE**

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

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

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

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

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

**Eligibility for Protection by the Association**

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

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

**Limits of Protection by the Association**

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

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

**Life Insurance:**

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

**Individual Annuities:**

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

**Group Annuities:**

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

**Aggregate Limit:**

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

These limits are applied for each insolvent insurance company.

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

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

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



# CHUBB GROUP U.S. PRIVACY NOTICE

<b>FACTS</b>	<b>WHAT DOES CHUBB GROUP DO WITH YOUR PERSONAL INFORMATION?</b>
<b>Why?</b>	Insurance companies choose how they share your personal information. Federal and state law gives consumers the right to limit some but not all sharing. Federal and state law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
<b>What?</b>	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> <li>▪ Social Security number and payment history</li> <li>▪ insurance claim history and medical information</li> <li>▪ account transactions and credit scores</li> </ul> <p>When you are no longer our customer, we continue to share information about you as described in this notice.</p>
<b>How?</b>	All insurance companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons insurance companies can share their customers' personal information; the reasons the Chubb Group chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Chubb share?	Can you limit this sharing?
<b>For our everyday business purposes</b> – such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
<b>For our marketing purposes</b> – to offer our products and services to you	Yes	No
<b>For joint marketing with other financial companies</b>	Yes	No
<b>For our affiliates' everyday business purposes</b> – information about your transactions and experiences	Yes	No
<b>For our affiliates' everyday business purposes</b> – information about your creditworthiness	No	We don't share
<b>For our affiliates to market to you</b>	No	We don't share
<b>For nonaffiliates to market to you</b>	No	We don't share

<b>Questions?</b>	Call 1-800-258-2930 or go to <a href="https://www2.Chubb.com/us-en/privacy.aspx">https://www2.Chubb.com/us-en/privacy.aspx</a>
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## Who we are

**Who is providing this notice?**

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

## What we do

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

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

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

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

We collect your personal information, for example, when you

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

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

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

Federal law gives you the right to limit only

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

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

## Definitions

**Affiliates**

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

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

**Nonaffiliates**

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

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

**Joint Marketing**

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

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

## Other important information

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

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

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

## Chubb Group Companies Providing This Notice

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

## Chubb Group

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

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

This notice is effective as of June 15, 2018.

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

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

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

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

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

##### A. Required Uses and Disclosures

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

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

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

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

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

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

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

functions. The Company will not use or disclose PHI that is genetic information for underwriting purposes.

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

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

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

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

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

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

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

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

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

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

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

(1) When required by law.

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

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

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

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

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

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

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

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

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

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

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

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

## II. Rights of Individuals

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

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

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

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

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

### B. Right to Inspect and Copy PHI

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

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

"*Designated Record Set*" includes the medical records and billing records about individuals maintained by or for a covered health care provider; enrollment, payment, billing, claims adjudication and case or medical management record systems maintained by or for a health plan; or other information used in whole or in part by or for the covered entity to make decisions about individuals.

Information used for quality control or peer review analyses and not used to make decisions about individuals is not in the designated record set.

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

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

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

#### C. Right to Amend PHI

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

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

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

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

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

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

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

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

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

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

#### F. Note About Personal Representatives

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

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

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

### III. The Company's Duties

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

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

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

#### A. "Minimum Necessary" Standard

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

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

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

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

In addition, the Company may use or disclose "summary health information" to a plan sponsor for obtaining premium bids or modifying, amending or terminating the Company, which summarizes the claims history, claims expenses or type of claims experienced by individuals for whom the Company Sponsor has provided health benefits under the Company; and from which identifying information has been deleted in accordance with HIPAA.

### IV. Your Right to File a Complaint with the Company or the HHS Secretary

If you believe that your privacy rights have been violated, you may complain to the Company in care of: Leslie Kaltenbach, Senior Privacy Officer & Compliance Manager, Chubb Group, 202 Hall's Mill Road, Whitehouse Station, NJ 08889, phone: 1-833-802-4822.

You may file a complaint with the Secretary of the U.S. Department of Health and Human Services, Hubert H. Humphrey Building, 200 Independence Avenue S.W., Washington, D.C. 20201, calling 1-877-696-6775, or visiting [www.hhs.gov/ocr/privacy/hipaa/complaints/](http://www.hhs.gov/ocr/privacy/hipaa/complaints/).

Your complaint must be submitted within 180 days of when you believe the violation occurred. The Company will not retaliate against you for filing a complaint.



## V. Contact Information

If you have any questions regarding this notice or the subjects addressed in it, you may contact: Leslie Kaltenbach, Senior Privacy Officer & Compliance Manager, Chubb Group, 202 Hall's Mill Road, Whitehouse Station, NJ 08889, phone: 1-833-802- 4822.

## VI. Chubb Group Legal Entities

The following is a list of the Chubb Group of Companies located in the United States: ACE American Insurance Company, ACE Fire Underwriters Insurance Company, ACE Insurance Company of the Midwest, ACE Life Insurance Company, ACE Property and Casualty Insurance Company, Agri General Insurance Company, Atlantic Employers Insurance Company, Bankers Standard Insurance Company, Century Indemnity Company, Chubb Custom Insurance Company, Chubb Indemnity Insurance Company, Chubb Insurance Company of New Jersey, Chubb Lloyds Insurance Company of Texas, Chubb National Insurance Company, Executive Risk Indemnity Inc. Executive Risk Specialty Insurance Company, Federal Insurance Company, Great Northern Insurance Company, Illinois Union Insurance Company, Indemnity Insurance Company of North America, Insurance Company of North America, Pacific Employers Insurance Company, Pacific Indemnity Company, Penn Millers Insurance Company, Vigilant Insurance Company, Westchester Fire Insurance Company, Westchester Surplus Lines Insurance Company, Combined Insurance Company of America, and Combined Life Insurance Company of New York. These companies have designated themselves as *hybrid entities* and only those designated health care components identified by such companies are subject to HIPAA. In addition, these companies are legally separate affiliated companies under common ownership and have designated themselves as a *single covered entity* for purposes of HIPAA compliance.