



FEDERAL INSURANCE COMPANY

202B Halls Mill Road
Whitehouse Station NJ 08889

**VOLUNTARY ACCIDENT
SPECIAL RISK APPLICATION FOR INSURANCE**

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

Policyholder: _____

Street Address: _____

City: _____ State: NC Zip: _____

Contact Person: N/A Title: N/A

Phone Number: N/A Email Address: N/A

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

Voluntary Student Accident Coverage (Underwritten by Federal Insurance Company, a member of the Chubb Group of Companies)

Premium paid by the Insured Person
Policy Number: _____

Policy Effective Date: _____ Policy Termination Date: _____

Policy Period:
From: _____ to _____

Insured Persons:
Class 1 - All enrolled students of the Policyholder for which premium has been paid.

- Covered Activities: (as elected and paid for by the Insured Person through the Policyholder)
- School Time and Sports Coverage **including** all interscholastic sports, **except** senior high interscholastic football
 - 24 Hour Coverage **including** all interscholastic sports, **except** senior high interscholastic football
 - Sports Coverage (interscholastic senior high football only)

Plan Selection : Standard Plan Intermediate Plan Premier Plan

Extended Dental Coverage - add on to any plan and replaces the dental services sub-limit

Accident Medical Expense (Select one): Primary

Rates:

Primary Accident Medical Expense Rates:

Coverage Options	Standard Plan	Intermediate Plan	Premier Plan
School Time Coverage & Sports Coverage - including all sports except Senior High Interscholastic Football	\$8.00	\$18.00	\$50.00
24 Hour Coverage- including all sports except Senior High Interscholastic Football	\$58.00	\$108.00	\$285.00
Sports Coverage - Senior High Interscholastic Football Only	\$96.00	\$157.00	\$357.00
Optional Extended Dental – add on	\$7.00	\$7.00	\$7.00

Notes: _____

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

Date

Signature for Policyholder



Company Authorized Representative

Fraud Warning Notices

Any person who, knowingly and with intent to defraud any insurance company or other person, files an application for insurance containing any false information, or conceals for the purpose of misleading, information concerning any material fact thereto, commits a fraudulent insurance act, which is a crime. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant or Insured Person.

NOTICE TO MAINE, TENNESSEE AND VIRGINIA APPLICANTS: IT IS A CRIME TO KNOWINGLY PROVIDE FALSE, INCOMPLETE OR MISLEADING INFORMATION TO AN INSURANCE COMPANY FOR THE PURPOSE OF DEFRAUDING THE COMPANY. PENALTIES MAY INCLUDE IMPRISONMENT, FINES OR A DENIAL OF INSURANCE BENEFITS.

NOTICE TO WEST VIRGINIA APPLICANTS: ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR KNOWINGLY PRESENTS FALSE INFORMATION IN AN

APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO FINES AND CONFINEMENT IN PRISON.

Special Risk Blanket Accident
Insurance Policy
Issued by
Federal Insurance Company

FOR

Policyholder Name: As Shown on Application

Chubb Underwriting Office:
Federal Insurance Company
202B Hall's Mill Road
P.O. Box 1650
Whitehouse Station, New Jersey 08889

*Words and phrases that appear in **bold** print have special meanings and are defined throughout the policy. Defined terms include the plural.*

*Throughout this policy, the words "**We**", "**Us**" and "**Our**" refer to the **Company** providing this insurance.*

This policy is a legal contract between you and the Company

PLEASE READ THIS POLICY CAREFULLY

IMPORTANT CANCELLATION INFORMATION: PLEASE READ THE PROVISION ENTITLED "TERMINATION OF INSURANCE FOR AN INSURED PERSON" ON PAGE 10.

Important Notice: The insurance provided under this policy provides limited benefits. Benefits are supplemental and not intended to cover medical expenses. A Covered Person should maintain a separate comprehensive health insurance coverage plan.

Excess Insurance

This policy is not intended to be issued where other medical insurance exists. If other medical insurance does exist at the time of a claim, then the amounts payable by such other medical insurance will become the deductible amount of this policy if such benefits exceed the deductible amount shown in the Schedule of Benefits.

This policy does not provide Medicare Supplement Coverage. If a Covered Person is eligible for Medicare by reason of age, review the Guide to Health Insurance for People with Medicare available from Us.

Table of Contents

Insuring Agreement	3
Premium Summary	4
Schedule of Benefits	4
Hazards	7
Contract.....	8
Section I - Insurance	8
Section II - Eligibility, Effective Date and Termination.....	9
Section III - Extensions of Insurance.....	9
Section IV - Maximum Payment for Multiple Losses and Multiple Benefits	10
Section V - Territory.....	10
Section VI - General Exclusions.....	10
Section VII - Definitions.....	12
Section VIII - General Provisions.....	16

Insuring Agreement

Section I

*Chubb Group of Insurance Companies
202B Hall's Mill Road
Whitehouse Station, NJ 08889*

Policyholder's Name and Address: As Shown on Application
Policy Number: As Shown on Application
Effective Date: As Shown on Application

*Issued by the stock insurance company
indicated below:*

**FEDERAL INSURANCE
COMPANY**

*Incorporated under the laws of
INDIANA*

Section II - Policy Period and Company

Policy Period

From: As Shown on Application To: As Shown on Application

12:01 A.M. standard time at the **Policyholder's** address shown in Section I of the Insuring Agreement.

This insurance is provided by the **Company** in consideration of payment of the required premium.

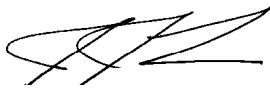
The insurance under this policy begins on the Effective Date shown in Section I of the Insuring Agreement.
The insurance under this policy ends on the last day of the Policy Period shown in Section II of the Insuring Agreement.

The **Policyholder's** acceptance of this policy terminates any prior policy of the same policy number, effective with the inception of this policy.

Company

The **Company** issuing this policy has caused this policy to be signed by its authorized officers, but this policy shall not be valid unless also signed by a duly authorized representative of the **Company**.

FEDERAL INSURANCE COMPANY (Incorporated under the laws of Indiana)



JOHN J LUPICA, President



BRANDON PEENE, Secretary



Authorized Representative

Premium Summary

Section I - Premium Due Date

On the Policy Effective Date

Section II - Premium Payment

The **Policyholder** shown in Section I of the Insuring Agreement is responsible for the collection and remittance of all required premiums. Premiums are calculated and payable as follows:

Amount Due: As Shown on Application

Any premiums shown as subject to adjustment will be adjusted as stated in the Premium Provisions under Section VIII – General Provisions of the Contract.

Schedule of Benefits

Section I - Insured Persons

The following are the **Insured Persons** under this policy:

Class	Description
1	As Shown on Application

If, subject to all the terms and conditions of this policy a person is eligible for insurance under multiple **Classes** of **Insured Persons** described above, then such person will only be insured under the **Class** which provides the **Insured Person** the largest **Benefit Amount** for the loss that has occurred.

Section II - Qualification Period

For **Insured Persons** in an eligible **Class** on the Effective Date: none

For **Insured Persons** entering an eligible **Class** after the Effective Date: none

Section III - Hazards

The following are the **Hazards** for which insurance applies:

Class	Hazard(s)
1	Covered Activities – As Selected on the Application

If, subject to all the terms and conditions of this policy an **Insured Person** has insurance for a covered loss on the date of an **Accident**, and is covered under multiple **Hazards** described above, then only one **Benefit Amount** will be paid. This **Benefit Amount** shall be the largest **Benefit Amount** applicable under all such **Hazards**.

Section IV – Benefits

(Benefits apply based on what is selected on the application.)

A) Principal Sum

The following are **Principal Sums** for each **Class**:

Class	Hazard	Principal Sum
1	Covered Activities	\$10,000

B) Accidental Death & Dismemberment Benefits:

This benefit applies to all **Classes of Insured Persons**. The following are **Losses** insured and the corresponding **Benefit Amount** expressed as a percentage of the **Principal Sum**:

Class

All

Accidental:	Benefit Amounts (Percentage of Principal Sum)
Loss of Life	100%
Loss of Speech and Loss of Hearing	150%
Loss of Speech and either Loss of Hand, Loss of Foot or Loss of Sight of One Eye	150%
Loss of Hearing and either Loss of Hand, Loss of Foot or Loss of Sight of One Eye	150%
Loss of Hands (Both), Loss of Feet (Both), Loss of Sight or a combination of any two of Loss of Hand, Loss of Foot or Loss of Sight of One Eye	150%
Loss of Hand, Loss of Foot or Loss of Sight of One Eye (Any One of each)	50%
Loss of Speech or Loss of Hearing	50%
Loss of Thumb and Index Finger of the same hand	25%

This **Benefit Amount** is subject to Section IV – Maximum Payment for Multiple Losses and Multiple Benefits, of the Contract.

If an **Insured Person** has multiple **Losses** as the result of one **Accident**, then **We** will pay only the single largest **Benefit Amount** applicable to the **Losses** suffered, as described in Section IV - Maximum Payment For Multiple Losses and Multiple Benefits of the Contract.

C) Additional Benefits

The following are **Benefit Amounts** for all other benefits provided under this policy. Refer to the attached endorsement(s) for a summary of benefits:

**Primary Accident Medical Expense or Excess Accident Medical Expense – As Selected on Application
Class 1**

Plan Choice:	Standard Plan	Intermediate Plan	Premier Plan
Accident Medical Expense (This Benefit Amount is not subject to Section IV - Maximum Payment for Multiple Losses and Multiple Benefits, of the Contract)	Maximum Benefit Amount: \$25,000 Deductible: \$0 Coinsurance Percentage: 100%	Maximum Benefit Amount: \$25,000 Deductible: \$0 Coinsurance Percentage: 100%	Maximum Benefit Amount: \$25,000 Deductible: \$0 Coinsurance Percentage: 100%
Sub-limits:			
Intensive Care Room and Board:	R&C up to \$200 per day	R&C up to \$400 per day	100% R&C
Private/Semi-private Room and Board:	R&C up to \$200 per day	R&C up to \$400 per day	100% R&C
Hospital Miscellaneous Services	R&C up to \$500 per day	R&C up to \$1000 per day	80% R&C up to \$10,000
Surgeon's Fees	R&C up to \$750	R&C up to \$1500	80% R&C up to \$5,000
Assistant Surgeon Fees	20% of surgery benefit	25% of surgery benefit	80% R&C
Second Opinion or Consultation Fees:	R&C up to \$200	R&C up to \$400	80% R&C up to \$600
Anesthesiologist Fees:	20% of surgery benefit	25% of surgery benefit	80% R&C
Emergency Room Treatment	R&C up to \$200	R&C up to \$400	80% R&C up to \$600
Ambulatory Medical Center Fees	R&C up to \$750	R&C up to \$1000	80% R&C up to \$5,000
Office Visits (other than for Physical Therapy)	R&C up to \$30 first visit, up to \$25 for subsequent visits	R&C up to \$50 first visit, up to \$30 for subsequent visits	100% R&C up to \$75 per visit
Physical Therapy:	R&C up to \$30 for first visit, up to \$25 for subsequent visits up to 5 Maximum Visit(s)	R&C up to \$50 for first visit, up to \$30 for subsequent visits up to 10 Maximum Visit(s)	80% R&C up to \$75 per visit, up to 15 Maximum Visit(s)
X-rays:	R&C up to \$200	R&C up to \$400	80% R&C up to \$600
MRI/CT Scan:	R&C up to \$200	R&C up to \$400	80% R&C up to \$1200
Laboratory Services:	R&C up to \$50	R&C up to \$100	80% R&C up to \$600
Dental Services	R&C up to \$100 per tooth	R&C up to \$200 per tooth	80% R&C up to \$2,000
Extended Dental Services (optional; only applicable if purchased and replaces Dental Services Sub-limit)	Dental Services: 100% of R&C up to \$50,000 per Accident Dental Services Benefit Period: 104 weeks	Dental Services: 100% of R&C up to \$50,000 per Accident Dental Services Benefit Period: 104 weeks	Dental Services: 100% of R&C up to \$50,000 per Accident Dental Services Benefit Period: 104 weeks

	Extend Dental Services: 100% R&C up to \$600 per Accident Extend Dental Services Benefit Period: 572 weeks	Extend Dental Services: 100% R&C up to \$600 per Accident Extend Dental Services Benefit Period: 572 weeks	Extend Dental Services: 100% R&C up to \$600 per Accident Extend Dental Services Benefit Period: 572 weeks
Prescription Drugs	R&C up to \$50	R&C up to \$100	100% R&C
Registered or Licensed Nurse:	75% of R&C	80% of R&C	100% of R&C
Emergency Transportation Vehicle:	R&C up to \$200 for ground and air ambulance	R&C up to \$500 for ground and air ambulance	80% R&C up to \$1,500 for ground and air ambulance
Durable Medical Equipment	R&C up to \$50	R&C up to \$100	80% R&C up to \$500

The **Benefit Amounts** shown above for Outpatient Services are part of, and not in addition to, the Maximum **Benefit Amount** for **Accident Medical Expenses**

This **Benefit Amount** is not subject to Section IV - Maximum Payment for Multiple Losses and Multiple Benefits, of the Contract.

Section V – Aggregate Limit of Insurance

\$500,000 per **Accident**

If more than one (1) **Insured Person** suffers a **Loss** in the same **Accident**, then **We** will not pay more than the Aggregate Limit of Insurance shown above. If an **Accident** results in **Benefit Amounts** becoming payable, which when totaled, exceed the applicable Aggregate Limit of Insurance shown above, then the Aggregate Limit of Insurance will be divided proportionally among the **Insured Persons**, based on each applicable **Benefit Amount**.

Insurance only applies for the **Classes, Hazards, Benefits** and **Losses** that are specifically indicated as insured.

Hazards

Covered Activity Hazard

Covered Activity Hazard means all circumstances, subject to the terms and conditions of this policy, arising from and occurring while a **Primary Insured Person** is participating in a **Covered Activity** that takes place in the United States, Canada, or Mexico.

Covered Activity means all those activities set forth below for which a **Primary Insured Person** is insured under this policy.

Covered Activity (Applicable Only if Selected on the Application):

24 Hour Coverage

24 Hour Coverage means all circumstances, subject to the terms and conditions of the policy, to which an Insured Person may be exposed.

School Time Coverage

While participating in school sponsored activities:

1. On school premises during normal school hours;
2. On school premises after normal school hours; or
3. At another school or site where the Covered Activity is scheduled.

The Covered Activity includes travel without deviation or interruption:

1. Between home and school; or
2. Between the site of the Covered Activity and home or school when the Insured Person is scheduled to attend the Covered Activity.

Benefits are paid as described in this Policy if the Accident occurs while the Insured Person is in a vehicle operated by a properly licensed driver over the age of 25 who is under the direct supervision of the school. Travel time includes the time:

1. To or from home or school and the Covered Activity;
2. Before the required attendance time; and
3. After dismissal and after completing any extra duties assigned by the school. Does not include travel to any

Travel for this school coverage also includes travel to and from a supervised and sponsored activity when the covered person's participation in or attendance at such supervised and sponsored school activity requires them to be away from their normal residence for a stay of one or more nights. Overnight Supervised and Sponsored Activities with a duration of more than 7 days and related travel are not covered unless specifically agreed to in writing by Us.

Sports Coverage

While participating as a member of the team in a scheduled game, official tournament game, or practice session; or serving as an equipment manager, scorekeeper, trainer, or volunteer worker for the team. The Covered Activity includes travel without deviation or interruption:

1. Between home and practice sessions for the game or competition; or
2. Between the site of the game or competition and home or school when the Insured Person is scheduled to attend the game or competition. Benefits are paid as described in this Policy if the Accident occurs while the Insured Person is in a vehicle operated by a properly licensed driver over the age of 25 who is under the direct supervision of the Policyholder.

Travel time includes the time:

1. To or from home or school and the Covered Activity; 2. Before the required attendance time; and 3. After dismissal and after completing any extra duties assigned by the Policyholder.

Travel for this Sports Coverage also includes travel to and from a supervised and sponsored sports activity when the covered person's participation in or attendance at such supervised and sponsored sports activity requires them to be away from their normal residence for a stay of one or more nights. Overnight supervised and sponsored activities with duration of more than 7 days and related travel are not covered unless specifically agreed to in writing by Us.

Contract

Section I - Insurance

Subject to all the terms and conditions of this policy and the payment of required premium, **We** will provide the following insurance:

Accidental Death and Dismemberment

We will pay the applicable **Benefit Amount**, shown in Section IV-B of the Schedule of Benefits, if an **Accident** results in a covered **Loss** not otherwise excluded. The **Accident** must result from an insured **Hazard** and occur while an **Insured Person** is insured under this policy, while it is in force. The covered **Loss** must occur within one (1) year after the **Accident**.

Section II - Eligibility, Effective Date and Termination

Eligibility

A person becomes insured under this policy if:

- 1) such person is a member of an eligible **Class of Insured Persons** as shown in Section I of the Schedule of Benefits;
- 2) such person has completed any required Qualification Period as shown in Section II of the Schedule of Benefits; and
- 3) the required premium for such person has been paid.

Effective Date of Insurance for an Insured Person

Insurance for an **Insured Person** becomes effective on the latest of:

- 1) the effective date of this policy;
- 2) the date on which such person first meets the eligibility criteria as an **Insured Person**; or
- 3) the beginning of the period for which required premium is paid for such **Insured Person**.

Termination of Insurance for an Insured Person

Insurance for an **Insured Person** automatically terminates on the earliest of:

- 1) the termination date of this policy;
- 2) the expiration of the period for which required premium has been paid for such **Insured Person**;
- 3) the date on which a person no longer meets the eligibility criteria as an **Insured Person**.

Section III - Extensions of Insurance

Extensions of Insurance are subject to the provisions of Section I - Insurance of the Contract and all other policy terms and conditions.

Disappearance

If an **Insured Person** has not been found within one (1) year of the disappearance, stranding, sinking, or wrecking of any **Conveyance** in which an **Insured Person** was an occupant at the time of the **Accident**, then it will be assumed, subject to all other terms and conditions of this Policy, that an **Insured Person** has suffered **Loss of Life** insured under this policy.

Exposure

If an **Accident** resulting from an insured **Hazard** causes an **Insured Person** to be unavoidably exposed to the elements and as a result of such exposure, an **Insured Person** has a **Loss**, then such **Loss** will be insured under this policy.

Section IV - Maximum Payment for Multiple Losses and Multiple Benefits

For any **Benefit Amount** identified as subject to this provision in the Schedule of Benefits, payment of such **Benefit Amount** will reduce the **Principal Sum**. If, subject to all the terms and conditions of this policy, an **Insured Person** is entitled to receive payment of multiple **Benefit Amounts** as the result of one (1) **Accident**, then the maximum **We** will pay for all benefits shall not exceed the **Principal Sum**.

For any **Benefit Amount** identified as not subject to this provision in the Schedule of Benefits, payment of such **Benefit Amount** will be in addition to any **Principal Sum** payable under this policy.

If, subject to all the terms and conditions of this policy, an **Insured Person** suffers multiple covered **Losses** as the result of one (1) **Accident**, then **We** will only pay the single largest **Benefit Amount** applicable to all such covered **Losses**.

Section V - Territory

This insurance applies worldwide unless as otherwise specified in this contract.

Section VI - General Exclusions

The following exclusions apply to all benefits or **Hazards** under this policy. Additional exclusions, limitations or conditions may also apply to specific benefits or **Hazards**. Please read this entire policy carefully.

Aircraft Pilot or Crew

This insurance does not apply to any **Accident, Accidental Bodily Injury** or **Loss** caused by or resulting from, directly or indirectly, an **Insured Person** being in, entering, or exiting any aircraft while acting or training as a pilot or crew member.

This exclusion does not apply to passengers who temporarily perform pilot or crew functions in a life-threatening emergency.

Disease or Illness

This insurance does not apply to any **Accident, Accidental Bodily Injury** or **Loss** caused by or resulting from, directly or indirectly, an **Insured Person's** emotional trauma, mental or physical illness, disease, pregnancy, childbirth or miscarriage, bacterial or viral infection, bodily malfunctions or medical, diagnostic or surgical treatment thereof.

This exclusion does not apply to an **Insured Person's** bacterial infection caused by an **Accident** or from **Accidental** consumption of a substance contaminated by bacteria or **Accidental** ptomaine poisoning.

Illegal Acts

This insurance does not apply to any **Accident, Accidental Bodily Injury** or **Loss** caused by or resulting from, directly or indirectly, an **Insured Person's** commission of any felony, or assault, or active participation in an illegal occupation, riot, insurrection or civil commotion.

Incarceration

This insurance does not apply to any **Accident, Accidental Bodily Injury** or **Loss** caused by or resulting from, directly or indirectly any occurrence while an **Insured Person** is incarcerated after conviction.

Intoxication Exclusion

This insurance does not apply to any **Accident, Accidental Bodily Injury** or **Loss** caused by or resulting from, directly or indirectly, an **Insured Person** being intoxicated at the time of an **Accident**. Intoxication is defined by the laws of the jurisdiction where such **Accident** occurs.

If such jurisdiction does not have a law to define Intoxication, then under this policy it will mean a blood alcohol content of .08 or greater.

Narcotic Exclusion

This insurance does not apply to any **Accident, Accidental Bodily Injury** or **Loss** caused by or resulting from, directly or indirectly, an **Insured Person** being under the influence of any narcotic or other controlled substance or intentionally ingesting or inhaling any poison gas or fumes at the time of an **Accident**. This exclusion does not apply if any narcotic or other controlled substance is taken and used as prescribed by a **Physician**.

Operation of a Motor Vehicle Without a License

This insurance does not apply to any **Accident, Accidental Bodily Injury** or **Loss** caused by or resulting from, directly or indirectly, an **Insured Person** operating a motor vehicle without the required license, permit restriction or in violation of a license restriction to operate such motor vehicle in the jurisdiction where the **Accident** occurred.

Owned Aircraft, Leased Aircraft or Operated Aircraft

This insurance does not apply to any **Accident, Accidental Bodily Injury** or **Loss** caused by or resulting from, directly or indirectly, an **Insured Person** being in, entering, or exiting any aircraft:

- 1) owned, leased or operated by the **Policyholder** or on the **Policyholder's** behalf; or
- 2) operated by an employee of the **Policyholder** on the **Policyholder's** behalf.

Participation in Extreme Sports

This insurance does not apply to any **Accident, Accidental Bodily Injury** or **Loss** caused by or resulting from, directly or indirectly, an **Insured Person's** participation in bungee jumping, parachuting, skydiving, ultralight, hang-gliding, paragliding, parasailing.

Participation in a Race or Speed Contest

This insurance does not apply to any **Accident, Accidental Bodily Injury** or **Loss** caused by or resulting from, directly or indirectly, an **Insured Person** being engaged in or participating in a motorized vehicular race or speed contest or a practice for a race or speed contest.

Service in the Armed Forces

This insurance does not apply to any **Accident, Accidental Bodily Injury** or **Loss** caused by or resulting from, directly or indirectly, an **Insured Person** participating in military action while in active military service with the armed forces of any country or established international authority. However, this exclusion does not apply to the first sixty (60) consecutive days of active military service with the armed forces of any country or established international authority.

Suicide or Intentional Injury

This insurance does not apply to any **Accident, Accidental Bodily Injury** or **Loss** caused by or resulting from, directly or indirectly, an **Insured Person's** suicide, attempted suicide or intentionally self-inflicted injury.

War

This insurance does not apply to any **Accident, Accidental Bodily Injury** or **Loss** caused by or resulting from, directly or indirectly, war, undeclared war, civil war, insurrection, rebellion, revolution, warlike acts by a military force or personnel, any action taken in hindering or defending against any of these, the destruction or seizure of property for a military purpose, or any consequences of any of these acts regardless of any other direct or indirect cause or event, whether covered or not, contributing in any sequence to the loss. Undeclared war does not include acts of terrorism.

Section VII - Definitions

For the purpose of these definitions, the singular includes the plural and the plural includes the singular, unless otherwise noted.

Accident or Accidental

Accident or **Accidental** means a sudden, unforeseen, and unexpected event which:

- 1) happens by chance;
- 2) arises from a source external to an **Insured Person**;
- 3) is independent of illness, disease or other bodily malfunction or medical or surgical treatment thereof;
- 4) occurs while the **Insured Person** is insured under this policy which is in force; and
- 5) is the direct cause of loss.

Accidental Bodily Injury

Accidental Bodily Injury means bodily injury, which:

- 1) is **Accidental**;
- 2) is the direct cause of a loss; and
- 3) occurs while an **Insured Person** is insured under this policy, which is in force.

Accidental Bodily Injury does not mean a **Repetitive Motion Injury**.

Benefit Amount

Benefit Amount means the amount stated in the Schedule of Benefits for this policy, which applies:

- 1) at the time of an **Accident**;
- 2) to an **Insured Person**; and
- 3) for the applicable **Hazard**.

Class

Class means the categories of **Insured Persons** described in Section I of the Schedule of Benefits.

Company

Company means Federal Insurance Company.

Conveyance

Conveyance means any motorized craft, vehicle or mode of transportation licensed or registered by a governmental authority with competent jurisdiction.

Covered Activity

Covered Activity means those activities set forth in the **Covered Activities Hazard**, and for which an **Insured Person** is insured under this policy.

Dependent

Dependent means a **Dependent Child** or **Spouse** of a **Primary Insured Person**.

Dependent Child

Dependent Child means a **Primary Insured Person's** unmarried child from the moment of birth, including a natural child, grandchild, stepchild, child covered due to a court or an administrative order, or foster or adopted child from the date of placement with a **Primary Insured Person**. The **Dependent Child** must be primarily dependent upon such **Primary Insured Person** for maintenance and support, and must be:

- 1) under the age of nineteen (19);
- 2) under the age of twenty-five (25) if enrolled as a full-time student at an Institution of Higher Learning; or
- 3) classified as an **Incapacitated Dependent Child**.

Hazard

Hazard means the circumstances for which this insurance is provided as stated in Section III of the Schedule of Benefits and described in the **Hazard** Section of this policy.

Heart or Circulatory Malfunction

Heart or Circulatory Malfunction means a myocardial infarction, angina pectoris, coronary thrombosis or cerebral vascular accident but only if all of the following conditions are met:

- 1) the **Heart or Circulatory Malfunction** of an **Insured Person** occurs within twenty-four (24) hours after participating in a **Covered Activity**;
- 2) the **Insured Person** is under sixty-five (65) years of age on the date of the **Heart or Circulatory Malfunction**;
- 3) the first symptom of **Heart or Circulatory Malfunction** is medically diagnosed within twenty four (24) hours after an **Insured Person's** participation in a **Covered Activity**; and
- 4) within two (2) years prior to the date an **Insured Person** participates in a **Covered Activity**, such **Insured Person**:
 - a) has not been medically diagnosed with any disease, illness or condition of the heart or circulatory system; or
 - b) has not received any medication or treatment for any disease, illness, or condition of the heart or circulatory system.

Heatstroke

Heatstroke means an **Insured Person's** body fails to regulate a normal body temperature and who's body temperature reaches 104F or higher, as diagnosed by a **Physician**.

Hospital

Hospital means a public or private institution which:

- 1) is licensed in accordance with the laws of the jurisdiction where it is located;
- 2) is accredited by The Joint Commission (not applicable to **Hospitals** located outside the United States);
- 3) operates for the reception, care and treatment of sick, ailing or injured persons as in-patients;
- 4) provides organized facilities for diagnosis and medical or surgical treatment;
- 5) provides twenty-four (24) hour nursing care;
- 6) has a **Physician** or staff of **Physicians**; and
- 7) is not primarily a day clinic, rest or convalescent home, assisted living facility or similar establishment and is not, other than incidentally, a place for the treatment of alcoholics or drug addicts.

Hospital also includes a state tax-supported institution that would otherwise be considered a **Hospital**, except that it does not have an operating room and related equipment for surgery.

Immediate Family Member

Immediate Family Member means an individual with any of the following relationships to the **Insured Person**: **Spouse**, and parents thereof; sons and daughters, including adopted children and stepchildren, and spouses thereof; parents, including stepparents, and spouses thereof; brothers and sisters, and spouses thereof; grandparents and grandchildren, and spouses thereof; aunts or uncles, and spouses thereof; nieces or nephews, and spouses thereof.

Immediate Family Member also includes legal guardians or wards.

Incapacitated Dependent Child

Incapacitated Dependent Child means a child who, as a result of being mentally or physically challenged, is permanently incapable of self-support and permanently dependent on a **Primary Insured Person** for support and maintenance. The incapacity must have occurred while the child was:

- 1) under the age of nineteen (19); or
- 2) under the age of twenty-five (25) if enrolled as a full-time student at an **Institution of Higher Learning**.

Proof of incapacity for an **Incapacitated Dependent Child** may not be requested more frequently than annually during the period following the date the child reached the limiting age.

Institution of Higher Learning

Institution of Higher Learning means any accredited public or private college, university, professional trade or vocational school beyond the twelfth (12th) grade.

Insured Person

Insured Person means a person, qualifying as a **Class** member under Section I of the Schedule of Benefits:

- 1) for whom insurance is elected,
- 2) and on whose behalf premium is paid.

Leased Aircraft

Leased Aircraft means an aircraft not owned by the **Policyholder**, which is subject to a written lease agreement between the **Policyholder** and the lessor. The **Policyholder** uses the aircraft as it wishes for the term of the written lease agreement. The **Policyholder** cannot alter or sell the aircraft without the consent of the lessor. **Leased Aircraft** does not include aircraft which are chartered for single trips.

Loss

Loss means **Accidental**:

- Loss of Foot**
- Loss of Hand**
- Loss of Hearing**
- Loss of Life**
- Loss of Sight**
- Loss of Sight of One Eye**
- Loss of Speech**
- Loss of Thumb and Index Finger**

Loss must occur within one (1) year after the **Accident**.

Loss of Foot

Loss of Foot means the complete severance of a foot through or above the ankle joint. **We** will consider such severance a **Loss of Foot** even if the foot is later reattached. If the reattachment fails and amputation becomes necessary, then **We** will not pay an additional **Benefit Amount** for such amputation.

Loss of Hand

Loss of Hand means complete severance, as determined by a **Physician**, of at least four (4) fingers at or above the metacarpal phalangeal joint, proximal to the torso, on the same hand or at least three (3) fingers and the thumb on the same hand. **We** will consider such severance a **Loss of Hand** even if the hand, fingers or thumb are later reattached. If the reattachment fails and amputation becomes necessary, then **We** will not pay an additional **Benefit Amount** for such amputation.

Loss of Hearing

Loss of Hearing means permanent, irrecoverable and total deafness, as determined by a **Physician**, with an auditory threshold of more than 90 decibels in each ear. The deafness cannot be corrected by any aid or device, as determined by a **Physician**.

Loss of Life

Loss of Life means death, as determined by the local governing medical authority where such death occurs within 365 days after an **Accident**.

Loss of Sight

Loss of Sight means permanent loss of vision. Remaining vision must be no better than 20/200 using a corrective aid or device, as determined by a **Physician**.

Loss of Sight of One Eye

Loss of Sight of One Eye means permanent loss of vision of one eye. Remaining vision in that eye must be no better than 20/200 using a corrective aid or device, as determined by a **Physician**.

Loss of Speech

Loss of Speech means the permanent, irrecoverable and total loss of the capability of speech without the aid of mechanical devices, as determined by a **Physician**.

Loss of Thumb and Index Finger

Loss of Thumb and Index Finger means complete severance, through the metacarpal phalangeal joints, proximal to the torso, of the thumb and index finger of the same hand, as determined by a **Physician**. **We** will consider such severance a **Loss of Thumb and Index Finger** even if a thumb, an index finger or both are later reattached. If the reattachment fails and amputation becomes necessary, then **We** will not pay an additional **Benefit Amount** for such amputation.

Operated Aircraft

Operated Aircraft means any aircraft not owned by the **Policyholder** but over which the **Policyholder** exercises control. **Operated Aircraft** includes an aircraft for which the **Policyholder** pays operating expenses.

Other Plan

Other Plan means any other insurance or payment source for **Medical Services** or disability, including but not limited to health coverage, disability insurance, worker's compensation insurance; or coverage provided or required by any law or statute.

Owned Aircraft

Owned Aircraft means any aircraft to which the **Policyholder** holds legal or equitable title.

Physician

Physician means a licensed practitioner of the healing arts, acting within the scope of his or her license to the extent provided by the laws of the jurisdiction in which medical treatment is provided. **Physician** does not include:

- 1) an **Insured Person**;
- 2) an **Immediate Family Member**;
- 3) an **Insured Person's** employer or business partner; or
- 4) the **Policyholder**.

Policyholder

Policyholder means the entity identified in the Insuring Agreement.

Primary Insured Person

Primary Insured Person means an **Insured Person** who has a direct relationship with the **Policyholder**.

Principal Sum

Principal Sum means the amount of insurance appearing in Section IV - A of the Schedule of Benefits applicable to each **Class**.

Proof of Loss

Proof of Loss means written evidence acceptable to **Us** that an **Accident, Accidental Bodily Injury** or **Loss** has occurred.

Repetitive Motion Injury

Repetitive Motion Injury means bursitis, stress fracture, strain, shin splints, Osgood Schlatter Disease, Chondromalacia; stress fractures; tendinitis; and Carpal Tunnel Syndrome.

Specialized Aviation

Specialized Aviation means use of an aircraft requiring a Restricted, Multiple, Limited, Light Sport, Experimental, Special Flight Permit or Provisional Special Airworthiness Certificate as defined by the Federal Aviation Administration.

Specialized Aviation shall include any, flight that requires a special permit, or waiver from a governmental authority having jurisdiction over civil aviation, whether or not such permit or waiver is granted.

Spouse

Spouse means an **Insured Person's** husband or wife or civil union partner who is recognized as such by the laws of the jurisdiction in which the **Primary Insured Person** resides.

Subsidiary

Subsidiary means any organization in which:

- 1) more than 50% of the outstanding securities or voting rights representing the present right to vote for election of directors is owned or controlled, directly or indirectly, in any combination by the **Policyholder**; or
- 2) the **Policyholder** exercises management control.

We, Us and Our

We, Us and Our means Federal Insurance Company.

Section VIII - General Provisions

Addition of New Insured Persons

Any new person who meets the eligibility criteria for the **Class(es)** described in Section I of the Schedule of Benefits, **Insured Persons**, will automatically be an **Insured Person** under this policy.

Arbitration

In the event of a dispute under this policy, either **We**, an **Insured Person**, or in the event of **Loss of Life**, an **Insured Person's** beneficiary, may make a written demand for arbitration. In that case, **We** and an **Insured Person**, or in the event of **Loss of Life**, an **Insured Person's** beneficiary, will each select an arbitrator. The two arbitrators will select a third. If they cannot agree within fifteen (15) days, then either **We**, an **Insured Person**, or in the event of **Loss of Life**, an **Insured Person's** beneficiary, may request that the choice of arbitrator be submitted to the American Arbitration Association. The arbitration will be held in the State of an **Insured Person's** principal residence.

Each participant shall bear the cost for arbitration and shall share equally in the cost of the umpire and the proceedings.

Beneficiary

A) Designation

An **Insured Person** has the right to designate a beneficiary. The **Primary Insured Person** shall have the sole right to designate a beneficiary for any **Dependent Child** who is a minor. All beneficiary designations must be:

- 1) in writing;
- 2) filed with the **Policyholder**; and
- 3) provided to **Us** at the time of claim; or
- 4) at such other time as **We** may require.

B) Change

The **Insured Person**, and no one else, unless there is an irrevocable assignment, has the right to change the beneficiary except as set forth above. The **Insured Person** does not need the consent of anyone to do so. All beneficiary changes must be:

- 1) in writing;
- 2) filed with the **Policyholder**; and
- 3) provided to **Us** at the time of claim or at such other time as **We** may require.

We do not assume any responsibility for the validity of these changes.

C) Payment

The **Benefit Amount** for covered **Loss of Life** will be paid to the beneficiary designated by an **Insured Person**. Any **Benefit Amount** payable due to the **Loss of Life** of a **Dependent Child** will be paid to the **Primary Insured Person**, absent any beneficiary designation by the **Dependent Child**. If an **Insured Person** has not chosen a beneficiary or if there is no beneficiary alive when the **Insured Person** dies, then **We** will pay the **Benefit Amount** for **Loss of Life** to the first surviving party in the following order:

- 1) the **Insured Person's Spouse**;
- 2) in equal shares to the **Insured Person's** surviving children;
- 3) in equal shares to the **Insured Person's** surviving parents;
- 4) in equal shares to the **Insured Person's** surviving brothers and sisters;
- 5) the **Insured Person's** estate.

All other **Benefit Amounts** are paid to the **Insured Person**, unless otherwise directed by an **Insured Person** or an **Insured Person's** designee.

If any beneficiary has not reached the legal age of majority, then **We** will pay such beneficiary's legal guardian.

Benefit Assignment

An **Insured Person** may assign **Benefit Amounts** other than those for **Loss of Life**. Such assignment must be in writing, signed by the **Insured Person** and filed with the **Policyholder**. The assignment shall be provided to **Us** at the time of claim or at such other time as **We** may require. **We** do not assume the responsibility for the validity of any assignment.

Cancellation, Non-renewal and Grace Period

A) Grace Period

The **Policyholder** is entitled to a grace period of thirty (30) days from the premium due date for the payment of premium due. This policy will continue in force during the grace period. The grace period does not apply to the first premium payable during this policy term. Failure to pay the first premium on or before the due date will immediately terminate this policy as of inception. **We** are not required to provide notification of such termination.

B) Cancellation, Non-renewal

The **Policyholder** may cancel this policy, or any of its individual insurance benefits, by sending **Us** written notice stating when cancellation is to take effect. The effective date of cancellation may not be earlier than the date notice is postmarked or transmitted.

We may cancel this policy, or any of its individual insurance benefits, if the **Policyholder** fails to pay the premium within the grace period of thirty (30) days after the premium due date, except for the first premium due during the Policy Period. **We** will send written notice stating the effective date of cancellation, which will be no earlier than thirty (30) days after the premium due date.

We may cancel this policy, or any of its individual insurance benefits, for reasons other than nonpayment of premium by sending written notice stating when thereafter such cancellation shall take effect. If this is a multi-year policy, then **We** may cancel the policy, or any of its individual insurance benefits, by sending written notice at least forty-five (45) days prior to the Anniversary Date shown in the Insuring Agreement.

We may non-renew this policy by sending written notice at least forty-five (45) days before the expiration date of the Policy Period shown in the Insuring Agreement.

We will send notice of cancellation or non-renewal to the **Policyholder** at its last known address. If the notice is mailed, proof of mailing will be considered proof of cancellation or non-renewal.

The **Policyholder** is required to immediately provide notice of cancellation or non-renewal to all **Insured Persons**.

The earned premium will be computed on a pro-rata basis. Any unearned premium will be returned to the **Policyholder** as soon as practicable.

Changes

This policy can only be changed by a written endorsement that becomes a part of this policy. The endorsement must be approved by one of **Our** officers and signed by one of **Our** authorized representatives. No agent has the authority to change this policy or waive any of its provisions.

Claim Notice

Written Claim Notice must be given to **Us** or any of **Our** brokers or appointed agents within twenty (20) days after the occurrence or commencement of any loss covered by this policy or as soon as reasonably possible. Notice must include enough information to identify the **Insured Person** and **Policyholder**. Failure to give Claim Notice within twenty (20) days will not invalidate or reduce any otherwise valid claim if notice is given as soon as reasonably possible.

Upon receipt of Claim Notice, **We** will acknowledge the claim within thirty (30) days. The acknowledgement may be one of the following:

- 1) A statement made to the claimant or the claimant's legal representative advising that the claim is being investigated.
- 2) Payment of the claim.
- 3) A bona fide written offer of settlement.
- 4) A written denial of the claim.

Claim Forms

When **We** receive notice of a claim, **We** will send the **Insured Person** or the **Insured Person's** designee, within fifteen (15) days, forms for giving **Proof of Loss** to **Us**. If the **Insured Person** or the **Insured Person's** designee does not receive the forms, then the **Insured Person** or an **Insured Person's** designee should send **Us** a written description of the loss. This written description should include information detailing the occurrence, type and extent of the **Loss** for which the claim is made.

Claim Proof of Loss

For claims involving disability, complete **Proof of Loss** must be given to **Us** within one hundred eighty (180) days after commencement of the period for which **We** are liable. Subsequent written proof of the continuance of such disability must be given to **Us** at such intervals as **We** may reasonably require.

Failure to give complete **Proof of Loss** within these time frames will not invalidate or reduce any otherwise valid claim if notice is given as soon as reasonably possible, and in no event later than one (1) year after the deadline to submit complete **Proof of Loss**, except in cases where the claimant lacks legal capacity.

For all claims except those involving disability, complete **Proof of Loss** must be given to **Us** within one hundred eighty (180) days after the date of loss, or as soon as reasonably possible.

Claim Payment

For benefits payable involving disability, **We** will pay the **Insured Person** the applicable **Benefit Amount** no less frequently than monthly during the period for which **We** are liable. All payments by **Us** are subject to receipt of complete **Proof of Loss**.

For all benefits payable under this policy except those for disability, **We** will pay the **Insured Person** or beneficiary the applicable **Benefit Amount** immediately after **We** receive complete **Proof of Loss** if the **Insured Person**, the **Policyholder** and beneficiary, where applicable, have complied with all the terms of this policy.

Claim and Suit Cooperation

In the event of a claim under this policy, the **Policyholder**, the **Insured Person** or the beneficiary, if applicable, must fully cooperate with **Us** in **Our** handling of the claim, including, but not limited to, the timely submission of all medical and other reports, and full cooperation with all physical examinations and autopsies that **We** may require. If **We** are sued in connection with a claim under this policy, then the **Policyholder**, the **Insured Person** or the beneficiary must fully cooperate with **Us** in the handling of such suit. The **Policyholder**, the **Insured Person** or the beneficiary must not, except at their own expense, voluntarily make any payment or assume any obligation in connection with any suit without **Our** prior written consent.

Compliance by Policyholder and Insured Person

We have no duty to provide insurance under this policy unless the **Policyholder**, the **Insured Person** and the beneficiary, if applicable, have fully complied with all the terms and conditions of this policy.

Concealment or Fraud

We do not provide coverage if any **Insured Person**, **Policyholder** or beneficiary has intentionally concealed or misrepresented any material fact relating to a **Loss** or relating to this policy before or after a loss.

Description of Coverage

We will issue to the **Policyholder** for delivery to the **Primary Insured Person** a Description of Coverage. The Description of Coverage will describe the benefits, exclusions, limitations, and conditions of this policy and state to whom benefits are payable. Any subsequent changes to this policy will also apply to the existing Description of Coverage.

Duplicate Payments

Under no circumstances will **We** make duplicate payments for submitted expenses under more than one benefit.

Entire Contract and Application

This policy, the **Policyholder's** application and the **Primary Insured Person's** application, if any, together with the endorsements attached to this policy, constitute the entire contract of insurance. If an application is completed by the **Policyholder** or **Primary Insured Person** in connection with this policy, then **We** will attach the application to the policy when the policy is issued.

Examination Under Oath

We have a right to examine under oath, as often as **We** may reasonably require, an **Insured Person**, the **Policyholder** or the beneficiary. **We** may also require the **Insured Person**, the **Policyholder** or the beneficiary to provide a signed description of the circumstances surrounding the loss and their interest in the loss. An **Insured Person**, the **Policyholder** and the beneficiary will also produce all records and documents requested by **Us** and will permit **Us** to make copies of such records or documents.

Governing Jurisdiction and Conformance with Statutes

This policy is governed by the laws of the jurisdiction in which it is delivered to the **Policyholder**. Any terms of this policy which are in conflict with the applicable statutes, laws or regulations of the jurisdiction in which this policy is delivered are amended to conform to such statutes, laws or regulations. Any terms of a Description of Coverage, which are in conflict with the applicable, statutes, laws or regulations of the jurisdiction in which the Description of Coverage is delivered are amended to conform to such statutes, laws or regulations of the jurisdiction.

Inadvertent Error

The insurance provided under this policy will not be prejudiced by the failure on the part of the **Policyholder** to transmit reports, collect and remit premium or comply with any of the terms and conditions of this policy when such failure is due to an inadvertent error or clerical mistake, provided that such inadvertent error or clerical mistake is corrected promptly upon discovery.

An inadvertent error or clerical mistake by **Us** or by the **Policyholder** may be corrected upon discovery with notice by the **Policyholder** to **Us** or by **Us** to the **Policyholder**.

Informational and Advertising Material

The **Policyholder** and its representatives must gain **Our** prior written approval of all material used for advertising and solicitation relating to this policy, regardless of the medium in which such material appears. **We** will not be responsible for any increase in payment or any changes in insurance resulting from such materials that have not been approved by **Us**.

Legal Action Against Us

No legal action may be brought to recover on this policy until sixty (60) days after **We** have been given complete **Proof of Loss**. No such action may be brought after three (3) years from the time complete **Proof of Loss** is required to be given. No such action may be brought unless there has been full compliance with all of the terms of this policy.

In no case will **We** be liable for benefits that are not payable under the terms of this policy or that exceed the applicable **Benefit Amounts** or limits of insurance of this policy.

Newly Acquired or Newly Formed Organizations

If the **Policyholder** acquires or forms another entity that becomes a **Subsidiary**, then at the **Policyholder's** request, **We** will enroll all eligible employees of such **Subsidiary** as soon as possible subject to the following requirements:

- 1) all eligible employees of such **Subsidiary** fit the **Class** Description shown in Section I of the Schedule of Benefits;
- 2) the **Subsidiary** is acquired or formed during the Policy Period;
- 3) the **Policyholder** reports the name of the **Subsidiary** within within ninety (90) day(s) after its acquisition or formation together with such information that **We** at **Our** sole discretion may require to determine the additional premium; and
- 4) the **Policyholder** pays the additional required premium.

Item three (3) above does not apply to a **Subsidiary** with less than 100 eligible employees unless the number of eligible employees for such **Subsidiary** exceeds ten percent (10%) of the insured group.

This insurance does not apply if the **Policyholder** advises **Us** in writing that it does not seek insurance under this policy for such newly acquired or formed **Subsidiary**.

Other Insurance

When an **Insured Person** has an **Other Plan**, which states that coverage is excess, or has a Coordination of Benefits provision, **We** will pay **Our** share. **Our** share is the proportion that the amount of coverage under this policy bears to the total of all applicable amounts of coverage, but in no event will **We** pay more than the applicable maximum **Benefit(s) Amount(s)** shown in Section IV of the Schedule of Benefits for any one **Accident** or **Loss**.

Physical Examination and Autopsy

We have the right to have an **Insured Person** examined by a **Physician** approved by **Us**, as often as reasonably necessary while a claim is open. **We** may also have an autopsy done by a **Physician**, unless prohibited by law. Any examinations or autopsies that **We** require will be done at **Our** expense.

Premium Payment

The **Policyholder** will collect and remit to **Us** all premium due under this policy, subject to the grace period. Premium is adjustable. The earned premium is calculated for each reporting period based on the applicable rates and exposures. The **Policyholder** must keep records of the information **We** need to calculate the premium and send **Us** copies of these records for each reporting period.

The earned premium will be computed on a pro-rata basis. Any unearned premium will be remitted to the **Policyholder** as soon as practicable.

Premium Provisions

The **Policyholder** will pay all required premium due under this policy, subject to the grace period. Annual Premiums and Deposit Premiums are due at the beginning of the Policy Period and each future Anniversary Date unless otherwise indicated on the Premium Summary.

If premiums are adjustable, then **We** will compute the earned premium for each audit reporting period based on the applicable rates and exposures. The **Policyholder** must keep records of the information **We** need to perform the adjustment and send **Us** copies at **Our** request.

If the policy is written subject to adjustment shown in the Premium Schedule, then the **Policyholder** must report to **Us** the complete information for the reporting period shown in the Premium Summary. The **Policyholder** must submit the reports within the specified number of days after the end of each Reporting Period.

At the earlier of the end of the Policy Period or the policy termination, earned premium will be determined based on the reported values or exposures. If the resulting earned premium is less than the Deposit Premium, if any, then **We** will return the excess to the **Policyholder**. If the resulting earned premium is greater than the Deposit Premium, if any, then **We** will bill the **Policyholder** for the additional premium. The **Policyholder** will pay **Us**, within thirty (30) days, any additional premium generated from the premium adjustment.

Premium Rate Change

We may change the premium rates for this policy. **We** will give the **Policyholder** at least forty-five (45) days prior written notice of such change.

Records and Audit

We may examine the **Policyholder's** books and records relating to this policy at any reasonable time during the policy term and up to three (3) years after expiration of this policy or until final adjustment and settlement of all claims under this policy, whichever is later.

The **Policyholder** must maintain information pertaining to **Insured Persons** including but not limited to each **Insured Person's Benefit Amount, Class, Salary**, enrollment form, if any, and beneficiary designations or assignments.

Statements by **Policyholder** or **Insured Person** and Incontestability

We will not use any statements made by the **Policyholder** or the **Insured Person** to void the insurance or reduce benefits payable under this policy, or to otherwise contest the validity of this policy, unless such statements are contained in a written document signed by the **Policyholder** or the **Insured Person**. If **We** rely on such statements for this purpose, then **We** will provide a copy of the written document to the **Policyholder**, the **Insured Person** or the **Insured Person's** designee or beneficiary, as appropriate.

We will consider all statements made by the **Policyholder** and the **Insured Person** to be representations and not warranties.

Except for nonpayment of premium, **We** will not use statements made by the **Policyholder** or the **Insured Person** regarding insurability to contest the validity of this policy when the statements are made more than two (2) years after this policy has been in force during the **Insured Person's** lifetime.

Nothing in this section will preclude **Us** from asserting at any time defenses based upon a claimant's ineligibility for insurance under this policy or upon any other policy provision or condition.

Titles of Paragraphs

The titles of the various paragraphs of this policy and any endorsements attached to this policy are inserted solely for convenience of reference and do not limit or affect in any way the provisions to which they relate.

Trade Sanctions

This insurance does not apply to any **Accident, Accidental Bodily Injury** or **Loss** when:

- 1) the United States of America has imposed any trade or economic sanctions prohibiting insurance of any **Accident, Accidental Bodily Injury** or **Loss**; or
- 2) there is any other legal prohibition against providing insurance of any **Accident, Accidental Bodily Injury** or **Loss**.

Chubb. Insured.™

Special Risk Policy Endorsement

Accident Medical Expense (Excess)

(If Selected on Application)

It is agreed that the policy is amended to include the following:

Section I, Insurance, of the Contract is amended to include the following:

Accident Medical Expense

We will reimburse up to the Maximum **Benefit Amount** for **Accident Medical Expenses** if **Accidental Bodily Injury** causes an **Insured Person** to first incur **Medical Expenses** for care and treatment of the **Accidental Bodily Injury** within 60 days after an **Accident**. The **Benefit Amount** for **Accident Medical Expense** is payable only for **Medical Expenses** incurred within 52 weeks after the date of the **Accident** causing the **Accidental Bodily Injury**. However, if a dentist certifies that Dental Services cannot be performed within 104 weeks after the **Accident**, then We will pay up to the sublimit for Extended Dental Services (only applicable if purchased) shown in Section IV-C of the Schedule of Benefits. In no event will We pay for Extended Dental Services that are performed beyond 572 weeks from the date of the **Accident**. The **Benefit Amount** is subject to the Coinsurance Percentage and Maximum **Benefit Amount** as shown in Section IV-C of the Schedule of Benefits. The **Benefit Amount** for **Accident Medical Expense** is payable in addition to any other applicable **Benefit Amounts** under this policy.

Excess Provision with Integrated Deductible

The **Benefit Amount** for **Accident Medical Expense** is payable on an excess basis. We will determine the **Reasonable and Customary Charge** for the covered **Medical Expense**. We will then reduce that amount by the greater of the amount paid or payable by any **Other Plan** or the Deductible shown in Section IV-C of the Schedule of Benefits. We will pay the resulting **Benefit Amount** at the Coinsurance Percentage, but in no event will We pay more than the Maximum **Benefit Amount** for **Accident Medical Expenses**, shown in Section IV-C of the Schedule of Benefits.

Limitation on Accident Medical Expense

The **Benefit Amount** for **Accident Medical Expense** does not apply to charges and services:

- 1) for which an **Insured Person** has no obligation to pay;
- 2) for the treatment of an occupational injury or sickness which are paid under the North Carolina Workers' Compensation Act only to the extent such services or supplies are the liability of the employee, employer or workers' compensation insurance carrier according to a final adjudication under the North Carolina Workers' Compensation Act or an order of the North Carolina Industrial Commission approving a settlement agreement under the North Carolina Workers' Compensation Act;
- 3) for any injury occurring while fighting, except in self-defense;
- 4) for treatment that is educational, experimental or investigational in nature or that does not constitute accepted medical practice;
- 5) for treatment by a person employed or retained by the **Policyholder**;
- 6) for treatment involving conditions caused by **Repetitive Motion Injuries** or cumulative trauma and not as the result of an **Accidental Bodily Injury**;
- 7) personal comfort or convenience items, such as but not limited to, hospital telephone charges, television rental, internet access, barber services or guest meals while confined in a **Hospital**;
- 8) routine physical exams that are not the result of an **Accidental Bodily Injury**.

This insurance applies only to **Medically Necessary** charges and services.

For the purposes of this endorsement, the following definition(s) apply:

Section VII, Definitions, of the Contract is amended to include the following:

Durable Medical Equipment

Durable Medical Equipment means the **Reasonable and Customary Charges** for **Medically Necessary** equipment that is prescribed by a **Physician**, for the rental or purchase whichever is less of **Durable Medical Equipment** which are used primarily for medical purposes and are appropriate for use in the home. **Durable Medical Equipment** includes, but is not limited to, manual and electric wheelchairs, hospital beds, canes, crutches, walkers, kidney machines, ventilators, oxygen, monitors, pressure mattresses, lifts, and nebulizers.

Emergency Transportation Vehicle

Emergency Transportation Vehicle means a special equipped vehicle that provides transportation for the sick or injured to or from places of treatment due to an illness or injury.

Hospital

Hospital means a public or private institution which:

- 1) is licensed in accordance with the laws of the jurisdiction where it is located;
- 2) is accredited by The Joint Commission (not applicable to **Hospitals** located outside the United States);
- 3) operates for the reception, care and treatment of sick, ailing or injured persons as in-patients;
- 4) provides organized facilities for diagnosis and medical or surgical treatment;
- 5) provides twenty-four (24) hour nursing care;
- 6) has a **Physician** or staff of **Physicians**; and
- 7) is not primarily a day clinic, rest or convalescent home, assisted living facility or similar establishment and is not, other than incidentally, a place for the treatment of alcoholics or drug addicts.

Hospital also includes a state tax-supported institution that would otherwise be considered a **Hospital**, except that it does not have an operating room and related equipment for surgery.

Integrated Deductible

Integrated Deductible means the greater of the amount paid or payable by any **Other Plan** or the deductible shown in Section IV-C of the Schedule of Benefits.

Medical Expense

Medical Expense means the **Reasonable and Customary Charges** for **Medical Services** for the care and treatment of **Accidental Bodily Injuries** sustained in an **Accident**.

Medical Services

Medical Services means **Medically Necessary** services, including but not limited to:

- 1) medical care and treatment by a **Physician**;
- 2) **Hospital** room and board and **Hospital** care, both inpatient and outpatient;
- 3) drugs and medicines required and prescribed by a **Physician**;
- 4) diagnostic tests and x-rays prescribed by a **Physician**;
- 5) transportation of an **Insured Person** in an **Emergency Transportation Vehicle** from the location where such **Insured Person** becomes injured to the nearest **Hospital** where appropriate medical treatment can be obtained;
- 6) dental care and treatment due to **Accidental Bodily Injury**;
- 7) physical therapy, including diathermy, ultrasonic, whirlpool or heat treatment, adjustment, manipulation, massage and the office visit associated with such therapy;
- 8) treatment performed by a licensed medical professional when prescribed by a **Physician**, if hospitalization would have been otherwise required;

- 9) rental or purchase, whichever is less of **Durable Medical Equipment**;
- 10) artificial limbs and other prosthetic devices;
- 11) orthopedic appliances or braces;
- 12) eyeglasses, contact lenses and other vision or hearing aids.

Medically Necessary

Medically Necessary means a medical or dental service, supply or course of treatment which:

- 1) is ordered or prescribed by a **Physician**;
- 2) is appropriate and consistent with the patient's diagnosis;
- 3) is in accord with current accepted medical or dental practice; and
- 4) could not be eliminated without adversely affecting the patient's condition.

Other Plan

Other Plan means any other insurance or payment source for **Medical Services** or disability, including but not limited to health coverage, disability insurance, worker's compensation insurance; or coverage provided or required by any law or statute.

Reasonable and Customary

Reasonable and Customary Charge means the lesser of:

- 1) the usual charge made by **Physicians** or other health care providers for a given service or supply; or
- 2) the charge **We** reasonably determine to be the prevailing charge made by **Physicians** or other health care providers for a given service or supply in the geographical area where it is furnished.

All other terms and conditions of the policy remain unchanged.



Authorized Representative

Endorsement

Primary Accident Medical Expense (If Selected on Application)

It is agreed that the policy is amended to include the following:

Section I, Insurance, of the Contract is amended to include the following:

Primary Accident Medical Expense

We will reimburse up to the Maximum **Benefit Amount** for Primary Accident Medical Expense if **Accidental Bodily Injury** causes an **Insured Person** to first incur **Medical Expenses** for care and treatment of the **Accidental Bodily Injury** within sixty (60) days after an **Accident**. The **Benefit Amount** for Primary Accident Medical Expense is payable only for **Medical Expenses** incurred within 52 weeks after the date of the **Accident** causing the **Accidental Bodily Injury**. However, if a dentist certifies that Dental Services cannot be performed within 104 weeks after the **Accident**, then We will pay up to the sublimit for Extended Dental Services (only applicable if purchased) shown in Section IV-C of the Schedule of Benefits. In no event will We pay for Extended Dental Services that are performed beyond 572 weeks from the date of the **Accident**. The **Benefit Amount** for Primary Accident Medical Expense is payable in addition to any other applicable **Benefit Amounts** under this policy. In no event will We pay more than the **Benefit Amount** for Primary Accident Medical Expense, shown in Section IV-C of the Schedule of Benefits.

Payment of the Maximum **Benefit Amount** for Primary Accident Medical Expense is subject to the sub-limits listed in the Schedule of Benefits.

Deductible

If a Deductible is shown in Section IV-C of the Schedule of Benefits, then We will reduce any **Benefit Amount** for Primary Accident Medical Expense by such Deductible. This Deductible applies separately to each **Insured Person** and each **Accident**. Only payments for **Medical Expenses** incurred by an **Insured Person** for an **Accident** can be used to satisfy the Deductible requirement.

Limitation on Accident Medical Expense

The **Benefit Amount** for Primary Accident Medical Expense does not apply to charges and services:

1. for which an **Insured Person** has no obligation to pay;
2. for the treatment of an occupational injury or sickness which are paid under the North Carolina Workers' Compensation Act only to the extent such services or supplies are the liability of the employee, employer or workers' compensation insurance carrier according to a final adjudication under the North Carolina Workers' Compensation Act or an order of the North Carolina Industrial Commission approving a settlement agreement under the North Carolina Workers' Compensation Act;
3. for any injury occurring while fighting, except in self-defense;
4. for treatment that is educational, experimental or investigational in nature or that does not constitute accepted medical practice;
5. for treatment by a person employed or retained by the **Policyholder**;
6. for treatment involving conditions caused by **Repetitive Motion Injuries** or cumulative trauma and not as the result of an **Accidental Bodily Injury**;
7. personal comfort or convenience items, such as but not limited to, hospital telephone charges, television rental, internet access, barber services or guest meals while confined in a **Hospital**;
8. routine physical exams that are not the result of an **Accidental Bodily Injury**.

This insurance applies only to **Medically Necessary** charges and services.

For the purposes of this endorsement, the following definition(s) apply:

Section VII, Definitions, of the Contract is amended to include the following:

Durable Medical Equipment

Durable Medical Equipment means the **Reasonable and Customary Charges** for **Medically Necessary** equipment that is prescribed by a **Physician**, for the rental or purchase whichever is less of **Durable Medical Equipment** which are used primarily for medical purposes and are appropriate for use in the home. **Durable Medical Equipment** includes, but is not limited to, manual and electric wheelchairs, hospital beds, canes, crutches, walkers, kidney machines, ventilators, oxygen, monitors, pressure mattresses, lifts, and nebulizers.

Emergency Transportation Vehicle

Emergency Transportation Vehicle means a special equipped vehicle that provides transportation for the sick or injured to or from places of treatment due to an illness or injury.

Hospital

Hospital means a public or private institution which:

1. is licensed in accordance with the laws of the jurisdiction where it is located;
2. is accredited by The Joint Commission (not applicable to **Hospitals** located outside the United States);
3. operates for the reception, care and treatment of sick, ailing or injured persons as in-patients;
4. provides organized facilities for diagnosis and medical or surgical treatment;
5. provides twenty-four (24 hour) nursing care;
6. has a **Physician** or staff of **Physicians**; and
7. is not primarily a day clinic, rest or convalescent home, assisted living facility or similar establishment and is not, other than incidentally, a place for the treatment of alcoholics or drug addicts.

Hospital also includes a state tax-supported institution that would otherwise be considered a **Hospital**, except that it does not have an operating room and related equipment for surgery.

Medical Expense

Medical Expense means the **Reasonable and Customary Charges** for **Medical Services** for the care and treatment of **Accidental Bodily Injuries** sustained in an **Accident**.

Medical Services

Medical Services means **Medically Necessary** services, including but not limited to:

- 1) medical care and treatment by a **Physician**;
- 2) **Hospital** room and board and **Hospital** care, both inpatient and outpatient;
- 3) drugs and medicines required and prescribed by a **Physician**;
- 4) diagnostic tests and x-rays prescribed by a **Physician**;
- 5) transportation of an **Insured Person** in an **Emergency Transportation Vehicle** from the location where such **Insured Person** becomes injured to the nearest **Hospital** where appropriate medical treatment can be obtained;
- 6) dental care and treatment due to **Accidental Bodily Injury**;
- 7) physical therapy, including diathermy, ultrasonic, whirlpool or heat treatment, adjustment, manipulation, massage and the office visit associated with such therapy;
- 8) treatment performed by a licensed medical professional when prescribed by a **Physician**, if hospitalization would have been otherwise required;
- 9) rental or purchase, whichever is less of **Durable Medical Equipment**;
- 10) artificial limbs and other prosthetic devices;
- 11) orthopedic appliances or braces;
- 12) eyeglasses, contact lenses and other vision or hearing aids.

Medically Necessary

Medically Necessary means a medical or dental service, supply or course of treatment which:

- 1) is ordered or prescribed by a **Physician**;

- 2) is appropriate and consistent with the patient's diagnosis;
- 3) is in accord with current accepted medical or dental practice; and
- 4) could not be eliminated without adversely affecting the patient's condition.

Reasonable and Customary

Reasonable and Customary Charge means the lesser of:

- 1. the usual charge made by **Physicians** or other health care providers for a given service or supply; or
- 2. the charge **We** reasonably determine to be the prevailing charge made by **Physicians** or other health care providers for a given service or supply in the geographical area where it is furnished.

All other terms and conditions of the policy remain unchanged



Authorized Representative

CHUBB GROUP U.S. PRIVACY NOTICE

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

Who we are

Who is providing this notice?

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

What we do

How does Chubb Group protect my personal information?

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

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

How does Chubb Group collect my personal information?

We collect your personal information, for example, when you

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

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

Why can't I limit all sharing?

Federal law gives you the right to limit only

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

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

Definitions

Affiliates

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

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

Nonaffiliates

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

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

Joint Marketing

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

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

Other important information

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

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

For California residents only: Under state law, under certain circumstances, you also have the right to correct, amend, or delete the personal information about you that we have on file by writing to Chubb Group, Attention: Privacy Inquiries, 202 Hall's Mill Road, P.O. Box 1600, Whitehouse Station, NJ 08889-1600. We will respond to your request within 30 business days.

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

Chubb Group Companies Providing This Notice

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

Chubb Group

Notice of HIPAA Privacy Practices for Protected Health Information

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

This notice is effective as of November 2, 2023.

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 ("Secretary of Health and Human Services" or "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 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 the 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, permit product recalls and conduct post-market surveillance. PHI may also be used or disclosed if you may have been exposed to a communicable disease or are at risk of contracting or 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 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 all objections 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 Company 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 at 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 the Company by writing to North America Chief Privacy Officer, Chubb Group, 202 Hall's Mill Road, Whitehouse Station, NJ 08889, calling 1-833-324-9798, or emailing naprivacyoffice@chubb.com.

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 by writing to North America Chief Privacy Officer, Chubb Group, 202 Hall's Mill Road, Whitehouse Station, NJ 08889, calling 1-833-324-9798, or emailing naprivacyoffice@chubb.com.

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 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 by writing to North America Chief Privacy Officer, Chubb Group, 202 Hall's Mill Road, Whitehouse Station, NJ 08889, calling 1-833-324-9798, or emailing naprivacyoffice@chubb.com.

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 to carry out treatment, payment or health care operations, and certain other disclosures such as (1) to individuals about their own PHI; (2) prior to the compliance date; or (3) 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: North America Chief Privacy Officer, Chubb Group, 202 Hall's Mill Road, Whitehouse Station, NJ 08889, phone 1-833-324-9798, or email naprivacyoffice@chubb.com.

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 Health and Human Services;
- 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 coverage under a group health plan, which summarizes the claims history, claims expenses or type of claims experienced by individuals for whom the plan sponsor has provided health benefits under the group health plan; 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 by writing to North America Chief Privacy Officer, Chubb Group, 202 Hall's Mill Road, Whitehouse Station, NJ 08889, calling 1-833-324-9798, or emailing naprivacyoffice@chubb.com.

You may file a complaint with the U.S. Department of Health and Human Services by sending a written complaint to Centralized Case Management Operations, U.S. Department of Health and Human Services, 200 Independence Avenue, S.W., Room 509F HHH Bldg., Washington, D.C. 20201, emailing OCRComplaint@hhs.gov, faxing (202) 619-3818, or visiting <https://www.hhs.gov/hipaa/filing-a-complaint/index.html>.

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: North America Chief Privacy Officer, Chubb Group, 202 Hall's Mill Road, Whitehouse Station, NJ 08889, phone 1-833-324-9798, or email naprivacyoffice@chubb.com.

VI. Chubb Group Legal Entities

This 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.

**NOTICE CONCERNING COVERAGE
LIMITATIONS AND EXCLUSIONS UNDER THE NORTH CAROLINA
LIFE AND HEALTH INSURANCE GUARANTY ASSOCIATION ACT**

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

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

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

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

The North Carolina Life and Health
Insurance Guaranty Association
4441 SIX FORKS RD Ste 106-153
Raleigh, North Carolina 27609-5729

North Carolina Department of Insurance
Consumer Services Division
1201 Mail Service Center
Raleigh, North Carolina 27699-1201

The state law that provides for this safety-net coverage is called the North Carolina Life and Health Insurance Guaranty Association Act. *On the back of this page* is a brief summary of this law's coverages, exclusions and limits. This summary does not cover all provisions of the law, nor does it in any way change anyone's rights or obligations under the Act or the rights or obligations of the Guaranty Association.

COVERAGE

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

EXCLUSIONS FROM COVERAGE

However, persons holding such policies are not protected by this association if:

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

The Association also does not provide coverage for:

- any policy or portion of a policy which is not guaranteed by the insurer or for which the individual has assumed the risk, such as a variable contract sold by prospectus;
- any policy of reinsurance (unless an assumption certificate was issued);
- interest rate yields that exceed the average rate specified in the law;
- dividends;
- experience or other credits given in connection with the administration of a policy by a group contractholder;
- employers' plans to the extent they are self-funded (that is, not insured by an insurance company, even if an insurance company administers them);
- unallocated annuity contracts (which give rights to group contractholders, not individuals), unless they fund a government lottery or a benefit plan of an employer, association or union, except that unallocated annuities issued to employee benefit plans protected by the Federal Pension Benefit Guaranty Corporation are not covered.
- A policy or contract commonly known as Medicare Part C or Part D or any regulations issued pursuant thereto.

LIMITS ON AMOUNT OF COVERAGE

The act also limits the amount the association is obligated to pay out as follows:

- 1) The guaranty association cannot pay out more than the insurance company would owe under the policy or contract.
- 2) Except as provided in (3), (4) and (5) below, the guaranty association will pay a maximum of \$300,000 per individual, per insolvency, no matter how many policies or types of policies issued by the insolvent company.
- 3) The guaranty association will pay a maximum of \$500,000 with respect to basic hospital, medical and surgical insurance and major medical insurance.
- 4) The guaranty association will pay a maximum of \$1,000,000 with respect to the payee of a structured settlement annuity.
- 5) The guaranty association will pay a maximum of \$5,000,000 to any one unallocated annuity contract holder.