

**CHUBB®**

**ACE Property & Casualty Insurance Company**

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

**GROUP INSURANCE POLICY**

**POLICYHOLDER:** KYMBERLY GROUP PAYROLL SOLUTIONS INC. DBA Peoplelease

**POLICY NUMBER:** BKRC37211

**POLICY EFFECTIVE DATE:** 01/01/2024

**POLICY ANNIVERSARY DATE:** January 01, 2025 and each following January 01

**PREMIUM DUE DATE:** January 01, 2024 and the first day of each calendar month thereafter

**RATE GUARANTEE DATE:** January 01, 2026

**GOVERNING JURISDICTION:** FL

**ELIGIBLE CLASS(ES):** ALL ELIGIBLE EES

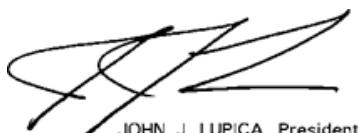
ALL ELIGIBLE DEPS

ACE PROPERTY & CASUALTY INSURANCE COMPANY (referred to as We, Us, Our, or the Company) will provide benefits under this Policy. We make this promise subject to all of this Policy's provisions. The telephone number listed above may be used to make inquiries, obtain information about coverage, or receive assistance with resolving complaints.

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

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

For ACE Property & Casualty Insurance Company



JOHN J. LUPICA, President



REBECCA L. COLLINS, Secretary

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## **POLICYHOLDER PROVISIONS**

### **CLERICAL ERROR**

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

### **EFFECTIVE DATE OF COVERAGE**

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

### **ENTIRE CONTRACT**

The Entire Contract consists of:

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

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

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

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

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

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

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

### **INSPECTION OF POLICY**

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

### **LEGAL ACTION**

No legal action can be brought to recover benefits under this Policy for at least 60 days after written Proof of Loss has been furnished to Us; nor after the expiration of five (5) years after the date written Proof of Loss is required to be given.

## **PREMIUM**

### **PAYMENT OF PREMIUM**

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

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

## **GRACE PERIOD**

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

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

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

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

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

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

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

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

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

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

A Premium adjustment will take effect on the next monthly anniversary of this Policy following the adjustment. A change may take effect on an earlier date when both We and the Policyholder agree. Written notice of a Premium adjustment will be delivered to the Policyholder and Insureds at least 30 days in advance.

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

## **REINSTATEMENT OF INDIVIDUAL CERTIFICATES**

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

## **POLICY RENEWAL**

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

## **TIME LIMIT ON CERTAIN DEFENSES**

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

## **DEFINITIONS**

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

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

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

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

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

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

- The Insured's Spouse;
- The Insured's newborn child;
- The Insured's unmarried natural child, legally adopted child, child in the waiting period prior to finalization of adoption by the Insured, or stepchild under age 27; or
- The Insured's unmarried grandchild under age 27 who is a dependent for federal income tax purposes.

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

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

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

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

## TERMINATION AND PORTABILITY PRIVILEGE

### TERMINATION OF POLICY

This Policy terminates on the earliest of:

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

Coverage under this Policy may also be terminated:

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

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

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

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

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

### PORATABILITY PRIVILEGE

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

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

## CERTIFICATES

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

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

### INDIVIDUAL CERTIFICATES

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

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**ACE Property & Casualty Insurance Company**

Home Office Address: 436 Walnut Street • Philadelphia, PA 19106  
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Telephone Number: 1-866-445-8874

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

This is Your Certificate while You are insured. You are the Certificateholder. This Certificate is in force as of the Certificate Effective Date. The Certificate Effective date is defined under this Certificate. The telephone number listed above may be used to make inquiries, obtain information about coverage, or receive assistance with resolving complaints.

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

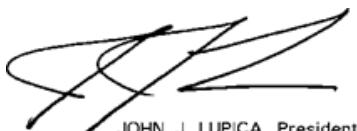
This Certificate may be delivered in electronic format to your email address or by being posted to a secure on-line portal. Upon request, the Policyholder or its plan administrator will deliver a paper copy of the Certificate to You.

This Certificate was issued on the basis that the information provided by the Policyholder and any information provided by You are correct and complete. If any information is not correct or complete, please let Us know within 10 days of receipt of this Certificate. Incorrect or incomplete information can result in the denial of a claim, rescission, or termination of coverage.

**RENEWABILITY**

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

For ACE Property & Casualty Insurance Company



JOHN J. LUPICA, President



REBECCA L. COLLINS, Secretary

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## CERTIFICATE IDENTIFICATION

Policyholder: KYMBERLY GROUP PAYROLL SOLUTIONS INC Policy Number: BKRC37211  
 DBA Peoplease

Policy Effective Date: 1/1/24

Governing Jurisdiction: FL

Policyholder Address: 1 W CHURCH #200 ORLANDO, FL  
 32801

Annual Enrollment Date: January 01

Eligible Class: Eligible Employees

### SCHEDULE OF BENEFITS

**COVERED PERSON(S):**

**FACE AMOUNT:**

|                |                                       |
|----------------|---------------------------------------|
| <b>Insured</b> | \$10,000 - \$30,000 as elected        |
| Contributory   |                                       |
| <b>Spouse</b>  | 50% of Insured Face Amount as elected |
| <b>Child</b>   | 50% of Insured Face Amount as elected |

| <b>STANDARD CRITICAL ILLNESS BENEFIT</b> | <b>PERCENTAGE OF FACE AMOUNT</b> |               |              |
|------------------------------------------|----------------------------------|---------------|--------------|
|                                          | <b>Insured</b>                   | <b>Spouse</b> | <b>Child</b> |
| <b>Covered conditions:</b>               |                                  |               |              |
| Alzheimer's Disease                      | 50%                              | 50%           | 50%          |
| Amyotrophic Lateral Sclerosis (ALS)      | 100%                             | 100%          | 100%         |
| Aneurysm (Ruptured Cerebral or Aortic)   |                                  |               |              |
| Benign Brain Tumor                       | 75%                              | 75%           | 75%          |
| Cancer                                   | 100%                             | 100%          | 100%         |
| Coma                                     | 100%                             | 100%          | 100%         |
| End Stage Renal (Kidney) Failure         | 100%                             | 100%          | 100%         |
| Heart Attack (Myocardial Infarction)     | 100%                             | 100%          | 100%         |
| Loss of Sight, Hearing or Speech         | 100%                             | 100%          | 100%         |
| Major Organ Failure                      | 100%                             | 100%          | 100%         |
| Multiple Sclerosis                       | 50%                              | 50%           | 50%          |
| Paralysis or Dismemberment               | 100%                             | 100%          | 100%         |
| Parkinson's Disease                      | 100%                             | 100%          | 100%         |
| Severe Burns                             | 100%                             | 100%          | 100%         |
| Stroke                                   | 100%                             | 100%          | 100%         |
| Sudden Cardiac Arrest                    | 50%                              | 50%           | 50%          |

| <b>PARTIAL CRITICAL ILLNESS BENEFITS</b>                              | <b>PERCENTAGE OF FACE AMOUNT</b> |               |              |
|-----------------------------------------------------------------------|----------------------------------|---------------|--------------|
|                                                                       | <b>Insured</b>                   | <b>Spouse</b> | <b>Child</b> |
| <b>Covered conditions:</b>                                            |                                  |               |              |
| Carcinoma In Situ (Non Invasive Cancer)                               | 30%                              | 30%           | 30%          |
| Coronary Artery Obstruction                                           | 30%                              | 30%           | 30%          |
| Transient Ischemic Attack                                             | 25%                              | 25%           | 25%          |
|                                                                       |                                  |               |              |
| <b>BENEFIT AMOUNT</b>                                                 |                                  |               |              |
| <b>Insured</b>                                                        |                                  |               |              |
| Skin Cancer                                                           | \$250.00                         | \$250.00      | \$250.00     |
| This benefit is payable once per Calendar Year<br>per Covered Person. |                                  |               |              |

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**RECURRENCE CRITICAL ILLNESS BENEFIT**

|                                         | PERCENTAGE OF FACE AMOUNT |        |       |
|-----------------------------------------|---------------------------|--------|-------|
|                                         | Insured                   | Spouse | Child |
| <b>Covered conditions:</b>              |                           |        |       |
| Aneurysm – Ruptured Cerebral or Aortic  |                           |        |       |
| Benign Brain Tumor                      | 75%                       | 75%    | 75%   |
| Cancer                                  | 100%                      | 100%   | 100%  |
| Carcinoma In Situ (Non Invasive Cancer) | 30%                       | 30%    | 30%   |
| Coma                                    | 100%                      | 100%   | 100%  |
| Coronary Artery Obstruction             | 30%                       | 30%    | 30%   |
| Heart Attack (Myocardial Infarction)    | 100%                      | 100%   | 100%  |
| Major Organ Failure                     | 100%                      | 100%   | 100%  |
| Severe Burns                            | 100%                      | 100%   | 100%  |
| Stroke                                  | 100%                      | 100%   | 100%  |
| Sudden Cardiac Arrest                   | 50%                       | 50%    | 50%   |

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**CHILDHOOD CRITICAL ILLNESS BENEFIT:**

This benefit is payable only for the Covered Child(ren)

**Covered conditions:**

Autism Spectrum Disorder

DSM-V Severity Level 1

**Child(ren)**

100%

DSM-V Severity Level 2

100%

DSM-V Severity Level 3

100%

Cerebral Palsy

Congenital Birth Defects

Cystic Fibrosis

Down Syndrome

Gaucher Disease

Muscular Dystrophy

Sickle Cell Disease

Type 1 Diabetes Mellitus

Childhood Critical Illness Benefit is payable once per Covered Child.

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**Additional Benefit Riders:**

|                                                                                                  |             |
|--------------------------------------------------------------------------------------------------|-------------|
| <b>Bariatric Surgery Critical Illness Benefit Certificate Rider</b>                              |             |
| <b>Cancer Treatment Benefit Certificate Rider</b>                                                | Not Covered |
| <b>Diabetes Benefit Certificate Rider</b>                                                        |             |
| <b>Family Care Benefit Certificate Rider</b>                                                     | Not Covered |
| <b>Hospital Admission Benefit Certificate Rider</b>                                              | Not Covered |
| <b>Membership Endorsement for Health Care Referral, Consultation and Administration Services</b> |             |
| <b>Disability Benefit Certificate Rider</b>                                                      | Covered     |
| <b>Waiver of Premium Benefit Certificate Rider</b>                                               | Not Covered |
| <b>Wellness Benefit Certificate Rider</b>                                                        | Not Covered |
| <b>Heart Rider</b>                                                                               | Covered     |
| <b>Miscellaneous Diseases Rider</b>                                                              |             |
| <b>Quality of Life Rider</b>                                                                     |             |

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## DEFINITIONS

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

**Alzheimer's Disease** means a progressive degenerative disease of the brain and memory, resulting in the inability to perform 2 or more of the following activities of daily living:

- **Bathing:** The Insured's ability to wash himself/herself by sponge bath; or in either a tub or shower, including the task of getting into and out of the tub or shower.
- **Continence:** The Insured's ability to maintain control of bowel and bladder function; or, when unable to maintain control of bowel or bladder function, the ability to perform associated personal hygiene (including caring for catheter or colostomy bag).
- **Dressing:** The Insured's ability to put on and take off all items of clothing and any necessary braces, fasteners or artificial limbs.
- **Eating:** The Insured's ability to feed himself/herself by getting food into his/her body from a receptacle (such as a plate, cup or table) or by a feeding tube or intravenously.
- **Toileting:** The Insured's ability to get to and from the toilet, to get on and off the toilet, and to perform associated personal hygiene.
- **Transferring:** The Insured's ability to move into or out of a bed, chair or wheelchair.

**Amyotrophic Lateral Sclerosis (ALS)**, also known as Lou Gehrig's disease, means motor neuron disease, marked by muscular weakness and atrophy with spasticity and hyperreflexia due to a loss of motor neurons of the spinal cord, medulla and cortex.

**Benign Brain Tumor** means a non-cancerous tumor of the brain. The tumor must result in persistent neurological deficits including, but not limited to:

- Loss of vision;
- Loss of hearing; or
- Balance disruption.

**Cancer** means leukemia or a malignant tumor characterized by uncontrolled cell growth and invasion or spread of malignant cells to distant tissue. Cancer is also defined as Cancer which meets the diagnosis criteria of malignancy established by the American Board of Pathology after a study of the histocytologic architecture or pattern of the suspect tumor, tissue or specimen.

The following are not considered Cancer:

- Pre-malignant conditions or conditions with malignant potential;
- Stage 0 Cancer, Carcinoma In Situ or Non-invasive Cancer; or
- Noninvasive basal cell carcinoma of the skin; or
- Noninvasive squamous cell carcinoma of the skin; or
- Melanoma diagnosed as Clark's Level I or II or Breslow less than .75mm.

For the purposes of this certificate, any cancer of the breast classified as Stage 0 or higher, Carcinoma In Situ or Non-invasive Cancer will be considered Cancer.

**Carcinoma In Situ (Non-invasive Cancer)** means a malignant tumor which is typically classified as Stage 0 cancer, wherein the tumor cells still lie within the tissue of the site of origin without having invaded neighboring tissue.

For the purposes of this certificate, any cancer of the breast classified as Stage 0 or higher, Carcinoma In Situ or Non-invasive Cancer will be considered Cancer.

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

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

**Child** means Your child who is a Dependent for whom You elected coverage.

**Chronic Kidney Disease Stage 6 (CKD6)** means End Stage Renal Failure.

**Coma** means a disorder of consciousness resulting in a continuous altered state of consciousness no less than 30 days, with complete failure of the arousal system characterized by

- no spontaneous eye opening or
- inability to be awakened by application of vigorous sensory application.

A medically or pharmacologically induced altered state of consciousness at any level is excluded for this benefit.

**Complete Remission** is defined as having no Symptoms and no Signs that can be identified to indicate the presence of Cancer.

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

**Coronary Artery Obstruction** means a cross-sectional occlusion greater than 70% to one or more major coronary arteries, including left main, left anterior descending, circumflex and right coronary artery, determined by interpretation of coronary angiography, or the prevailing standard test being utilized at the time of diagnosis.

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

**Dependent** means:

- Your Spouse;
- Your newborn child;
- Your unmarried natural child, legally adopted child, child in the waiting period prior to finalization of adoption by You, or step-child under age 27; or
- Your unmarried grandchild under age 27 who is a dependent for federal income tax purposes.

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

**End Stage Renal Failure** means Chronic Kidney Disease Stage 6 (CKD6), resulting in irreversible loss of renal function requiring renal replacement therapy in the form of dialysis or transplant.

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

**Heart Attack** means acute heart muscle death confirmed by a Physician.

A Heart Attack diagnosis includes:

- electrocardiogram (EKG) changes; and
- high specificity blood biomarker rise and fall such as Troponin I, or any such biomarker providing equal specificity; or
- Imaging techniques demonstrating new function loss.

At least one abnormal biomarker value is required to distinguish from other cardiac or non-cardiac origin.

**Immediate Family** means You, Your Spouse, and any of Your, or Your Spouse's children, parents, grandparents, brothers, sisters, and their respective spouses.

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

**Loss of Hearing, Sight or Speech.** "Loss of Hearing" means total and irreversible loss of hearing in both ears. Loss of Hearing that can be corrected by use of any hearing aid or device shall not be considered an irrevocable loss. "Loss of Sight" means total and irreversible loss of sight in both eyes. "Loss of Speech" means damage to vocal cords due to injury that results in the total and permanent inability to speak.

The Loss of Hearing, Sight or Speech must be diagnosed after the Certificate Effective Date.

If We pay one of the following conditions: Loss of Hearing, Sight or Speech for a Covered Person, We will not pay the Standard Critical Illness Benefit for the other two conditions for that Covered Person.

**Maintenance Drug Therapy** means a course of systemic medication given to a patient after a Cancer goes into Complete Remission because of primary Treatment. Maintenance Drug Therapy includes ongoing hormonal therapy, immunotherapy, or chemo-prevention therapy. Maintenance Drug Therapy is meant to decrease the risk of Cancer recurrence; it is not meant to treat a Cancer that is still present.

**Major Organ Failure** means chronic and irreversible failure of a major organ to function and the Covered Person being placed on the UNOS (United Network of Organ Sharing) list for a transplant. For this benefit, a major organ is defined as:

- Heart
- Liver
- Lung
- Pancreas

Major Organ Failure must be diagnosed after the Certificate Effective Date.

If the Covered Person is determined to be too ill for a transplant, but otherwise meets the criteria for placement on the UNOS list, the network requirement will be waived. The network requirement will also be waived if the Covered Person receives a Major Organ transplant prior to placement on the network.

If multiple organs are to be replaced at the same time, only one benefit for Major Organ Failure is payable.

**Multiple Sclerosis** means the occurrence of at least two episodes of well-defined neurological abnormalities, with objective evidence of lesions at more than one site within the central nervous system.

**Non-invasive Cancer (Carcinoma In Situ)** means a diagnosis by a pathologist of a malignant tumor which is typically classified as Stage 0 cancer, wherein the tumor cells still lie within the tissue of the site of origin without having invaded neighboring tissue.

For the purposes of this certificate, any cancer of the breast classified as Stage 0 or higher, Carcinoma In Situ or Non-invasive Cancer will be considered Cancer.

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

"Dismemberment" means the loss by actual and complete severance of two or more limbs which occurred after the Certificate Effective Date. Limb means an entire hand or foot at or above the wrist or ankle.

If we pay for either the following conditions: Paralysis or Dismemberment for a Covered Person, We will not pay the Standard Critical Illness Benefit for the other condition for that Covered Person.

**Parkinson's Disease** means a chronic, progressive neurodegenerative disorder characterized by at least two of the four cardinal signs: rest tremor, rigidity, bradykinesia and gait disturbance, resulting in the inability to perform 2 of the following activities:

- Bathing
- Dressing
- Toileting
- Transferring
- Continence
- Eating

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

- Licensed to practice medicine and prescribe and administer drugs or to perform surgery in his or her governing jurisdiction; or
- A legally qualified medical practitioner according to the laws and regulations of the governing jurisdiction.

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

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

**Ruptured Aneurysm** means a ruptured aortic aneurysm or a cerebral aneurysm. A Ruptured Aortic Aneurysm means a leak to an already widened aorta section. A Ruptured Cerebral Aneurysm is a leak from a bulge in the wall of an artery that supplies blood to the brain.

If a Ruptured Aneurysm and a Stroke are diagnosed in the same event, only one benefit is payable.

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

**Severe Burns** means third degree burns covering at least 20% of your body.

**Skin Cancer** means:

- Melanoma diagnosed as Clark's Level I or II or Breslow less than .75mm; or
- Noninvasive basal cell carcinoma of the skin; or
- Noninvasive squamous cell carcinoma of the skin.

**Stroke** means an acute or subacute event of a sudden neurologic impairment of sensory or motor functions due to acute occlusion or hemorrhage of a cerebral artery, resulting in permanent damage to the nervous system, confirmed by new neuroimaging.

Stroke does not mean transient ischemic attack, or chronic cerebrovascular insufficiency.

If a Stroke and a Ruptured Aneurysm are diagnosed in the same event, only one benefit is payable.

**Sudden Cardiac Arrest** means the heart suddenly and unexpectedly ceases to function, as a result of a disturbance in the heart's rhythm, with no evidence of structural heart disease.

**Transient Ischemic Attack (TIA, Mini-Stroke)** means a sudden, transient neurologic dysfunction lacking neuroimaging or clinical symptoms suggesting an acute infarction or stroke.

**Treatment-Free from Cancer** refer to the period of time without the consultation, care, or services provided by a Doctor. This includes receiving diagnostic measures and taking prescribed drugs and medicines. Treatment does not include Maintenance Drug Therapy or routine follow-up visits to verify whether Cancer or Carcinoma in Situ has returned.

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

**You or Your** means the Insured.

## BENEFITS

Benefits are paid according to the Schedule of Benefits and are limited to the Maximum Benefit Amount for each Covered Person and subject to the conditions, limitations, exclusions, and waiting periods of this Certificate.

### **STANDARD CRITICAL ILLNESS BENEFIT**

We will pay this benefit when a Covered Person's date of diagnosis for a covered condition occurs while this coverage is in force. Diagnosis must be made by a Physician.

If a Covered Person has been diagnosed with and received a benefit for a covered condition and is subsequently diagnosed with a **different** covered condition we will pay a benefit if:

- The date of diagnosis of the subsequent covered condition is 6 months or more after any previous date of diagnosis for a covered condition; and
- The subsequent date of diagnosis is while coverage under this Certificate is in force. ;and
- The Maximum Benefit Amount has not been paid for that Covered Person.

If the Standard Critical Illness claim is for a Diagnosis of Cancer, the Covered Person:

- Must be Treatment-Free From Cancer for at least 12 months before the Diagnosis Date; and
- Must be in Complete Remission prior to the date of a subsequent Diagnosis as evidenced by the absence of all clinical, radiological, biological, and biochemical proof of the presence of the Cancer.

The amount You will receive is based on the amount of coverage in effect on the date of diagnosis.

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## OCCUPATIONAL CRITICAL ILLNESS BENEFIT

We will pay this benefit when You or Your Spouse is diagnosed with a covered condition while this coverage is in force. Diagnosis must be made by a Physician.

The amount You will receive is based on the amount of coverage in effect on the date of diagnosis.

This benefit is payable once per Insured or Spouse.

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

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

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

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

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

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

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

## **CHILDHOOD CRITICAL ILLNESS BENEFITS**

We will pay this benefit when a Child is diagnosed with a covered condition while this coverage is in force. Diagnosis must be made by a Physician.

The amount You will receive is based on the amount of coverage in effect on the date of diagnosis.

This benefit is payable once per Child.

**Autism Spectrum Disorder** means a biological based neurodevelopment disorder characterized by impairment in two major domains:

- Deficits in social communication and interaction; and
- Restricted repetitive patterns of behavior, interests, and activities.

A Physician must diagnose Autism Spectrum Disorder based on current DSM-V diagnostic criteria. The diagnosis must include the DSM-V severity level specifier for both major domains listed above.

**Cerebral Palsy** means a group of permanent disorders of the development of movement and posture, causing activity limitation that is attributed to non-progressive disturbances, which occurred in the developing fetal or infant brain. The motor disorders of Cerebral Palsy are often accompanied by disturbances of sensation, perception, cognition, communication, and behavior, by epilepsy, and by secondary musculoskeletal problems.

**Congenital Birth Defects** means the malformation or an organ or organ system.

Examples include but are not limited to the following:

- Heart defects
- Lung defects
- Spina Bifida
- Cleft lip or palate
- Limb malformations
- Development disorders of the brain

Congenital Birth Defects includes a newborn child who is born with Loss of Sight. Congenital Birth Defects does not include prematurity.

**Cystic Fibrosis** means a genetic disorder primarily affecting the lung, but also the pancreas, liver, kidney, and the intestines.

**Down Syndrome** means a genetic disorder finding all or part of a third copy of chromosome 21.

**Gaucher Disease** means a genetic disorder characterized by the abnormal accumulation of glucocerebroside, a class of lipids (fats), in cells and certain organs—spleen, liver, kidneys, lungs, brain, and bone marrow.

**Muscular Dystrophy** means a group of genetic disorders leading to progressive skeletal muscle weakness and breakdown.

**Sickle Cell Disease** means a severe hereditary form of anemia in which a mutated form of hemoglobin distorts the red blood cells.

Sickle Cell Disease does not mean the sickle cell trait, or heterozygous form.

**Type 1 Diabetes Mellitus** once known as juvenile diabetes or insulin diabetes, means a chronic condition in which the pancreas produces little or no insulin. The diagnosis of Type 1 Diabetes Mellitus must be made by a Physician.

**PARTIAL CRITICAL ILLNESS BENEFIT**

We will pay this benefit when a Covered Person is diagnosed with a covered condition while this coverage is in force. Diagnosis must be made by a Physician.

The amount You will receive is based on the amount of coverage in effect on the date of diagnosis.

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## **PORTABILITY PRIVILEGE**

We will provide critical illness insurance portability coverage subject to this provision.

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

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

No portability coverage will be provided if Your coverage was terminated due to failure to pay premium. The benefits, terms, and conditions of the portability coverage will be the same as those provided under the Policy when Your Active Employment with the Policyholder ended. Portability coverage may include any Covered Persons. Benefits for portability coverage will be determined as if the Policy had remained in full force and effect.

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

Coverage continued under this provision will end on the earliest of the following:

- The end of the period for which You paid premiums, if You stop making a required premium contribution, subject to the Grace Period.
- The date of Your death.

**Total Disability** means that You are:

1. Unable to perform Your Occupation;
2. Not working at any occupation for pay or benefits; and
3. Under the Regular Care of a Physician for covered Injury or covered Sickness causing such Total Disability.

(The rest of the page intentionally left blank)

## EXCLUSIONS

No benefits will be paid for losses that are caused by, contributed to, or occur as a result of a Covered Person's:

- Injuring oneself intentionally or committing or attempting to commit suicide, whether sane or not;
- Committing or attempting to commit a felony or engaging in an illegal occupation or activity;

## PREMIUMS

### PAYMENT OF PREMIUM

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

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

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

### GRACE PERIOD

A Grace Period of 31 days will be allowed for the payment of each Premium. The Certificate will remain in effect during the Grace Period, unless the Policyholder gives Us advance notice of termination. If We receive advance notice of termination, the Grace Period does not apply and coverage will be terminated.

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

### PREMIUM CHANGES

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

### UNPAID PREMIUM

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

### REFUND OF PREMIUM AT DEATH

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

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

### ELIGIBILITY FOR COVERAGE

You are eligible for coverage under this Certificate if:

- Your enrollment is approved by Us; and
- You are an Eligible Employee on the Certificate Effective Date.

A Dependent is eligible for coverage on the later of:

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

A Dependent is deemed to be acquired as follows:

1. Spouse: On the date of the marriage or the date the domestic partnership is established.
2. Natural Child: On the date of birth.
3. Adopted Child: On the date of adoption or placement for adoption.
4. Stepchild: On the date of the Your marriage to the child's parent.
5. Grandchild: On the date the child is dependent on You or Your Spouse for Federal Income Tax purposes.

#### **ADDITION OF DEPENDENTS**

1. Newborns: Coverage for a newborn is effective from the moment of birth provided that We receive notice of the newborn within 60 days after birth. If notification of a newborn is received more than 60 days after birth, coverage will be effective from the moment of birth, however, We may charge an additional premium from the date of birth. .
2. Newly Adopted Children: Coverage for an adopted child is effective from the date of adoption or placement for adoption if You apply for coverage within sixty (60) days after adoption or placement for adoption. In the case of a newborn child, coverage begins at the moment of birth if a written agreement to adopt such child has been entered into prior to the birth of the child, whether or not the agreement is enforceable. For coverage to continue We must receive notice within 60 days after the date of adoption or placement for adoption whichever is earlier; and You must pay all required premiums within 60 days after receiving a notice of amount due. Failure to provide notice within the required time period will not end coverage if it is shown that the notice was furnished as soon as reasonably possible. If notification of the adoption or placement for adoption is received more than 60 days after the date of adoption or placement for adoption, coverage will be effective on the date notification is received by Us, provided You pay all required premiums within 45 days after receiving a notice of amount due.
3. Court-Ordered Custody: A child placed in court-ordered custody, including a foster child, will be covered on the same basis as an adopted child.
4. Other than a Newborn or Newly Adopted Child: To add other eligible Dependents You must apply for coverage during an open enrollment period. If approved by Us, coverage will be effective on the monthly anniversary of the Policy Effective Date following approval.

#### **EFFECTIVE DATE**

Your coverage will start on the Certificate Effective Date.

#### **TERMINATION OF COVERAGE**

Your coverage will terminate at the earliest of:

- The end of the period for which premium is paid, subject to the Grace Period;
- The monthly anniversary of the Certificate Effective Date following the date We receive the Policyholder's request to terminate Your insurance coverage;
- The date of Your death;
- The date a new Critical Illness Insurance Certificate issued by the Company becomes effective.
- The date You cease to be in an Eligible Class;
- The date the Policy terminates.

Dependent coverage will terminate at the earliest of:

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

#### **CONTINUATION FOR INCAPACITATED CHILDREN**

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

You must submit a notice of the Dependent child's incapacity. Coverage for an incapacitated Dependent child will end on the earliest of:

- The date the Dependent obtains self-sustaining employment;
- The date the Dependent ceases to be incapacitated; or
- The date the Dependent ceases to be chiefly dependent upon You for support and maintenance; or
- The monthly anniversary of the Certificate Effective Date following the date We receive Your request to terminate Dependent coverage for Your Dependent child(ren).

## CLAIM PROVISIONS

### **NOTICE OF CLAIM**

A notice of claim must be given to Us at Our Policyholder Service Address, Policyholder Service Web Portal, or Our Telephone Number as shown on the first page of this Certificate or as otherwise designated by Us within 20 days after loss covered by this Certificate occurs or starts. If notice is not given within that time, it must be given as soon as reasonably possible. Notice must be received by Us. The notice should include Your name, address, telephone number, and Certificate Number as shown in the Group Number shown on the Certificate Identification page.

### **CLAIM FORMS**

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

### **PROOF OF LOSS**

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

### **TIME OF PAYMENT OF CLAIMS**

Benefits payable under this Certificate will be paid immediately upon Our receipt of Proof of Loss that is satisfactory to Us.

We will notify You within 45 days after receipt of due proof of the status of the claim.

If We deny the claim You will be informed in writing, the reasons for denying it. Upon receipt of any requested additional information We will pay or deny the contested claim within 60 days.

All claims will be paid or denied no later than 120 days after receiving the claim. Overdue payments, if any, will be paid with simple interest at the rate of 10% per year.

### **PAYMENT OF CLAIMS**

After We receive Proof of Loss and process Your claim, We will pay any benefits due. Any accrued benefits unpaid at Your death will be paid to the Beneficiary. If You did not name a Beneficiary, or if no Beneficiary survives You, any benefits due will be paid to Your estate. If benefits are payable to an estate or to a person who cannot give a valid release, We may in our discretion pay up to \$3,000 to someone related to You or Beneficiary by blood or marriage. We will be discharged from all liability for any such payment made in good faith.

### **RECOVERY OF CLAIM OVERPAYMENT**

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

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

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

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

## **GENERAL PROVISIONS**

### **ENTIRE CONTRACT**

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

### **TIME LIMIT ON CERTAIN DEFENSES**

After two (2) years from the Certificate Effective Date, We cannot use misstatements, except fraudulent misstatements, provided by the Policyholder or You to void coverage or deny a claim for loss incurred after the expiration of the two (2) year period.

### **LEGAL ACTIONS**

You cannot bring a legal action to recover benefits under Your Certificate for at least 60 days after You have given Us Proof of Loss. You cannot start such an action after the expiration of the 5 year statute of limitations from the date Proof of Loss is required.

### **CONFORMITY WITH STATE STATUTES**

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

### **MISSTATEMENT OF ISSUE AGE OR TOBACCO USAGE**

If a Covered Person's age has not been stated correctly, an adjustment in premium, coverage, or both, will be made. The adjustment will correct the coverage to what the premium paid would have bought at the Covered Person's true issue age.

If the Covered Person did not accurately state that he or she used tobacco, an adjustment in premium, coverage, or both, will be made.

### **BENEFICIARY**

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

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

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

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

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

**PHYSICAL EXAMINATION AND AUTOPSY**

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

**NOTICE**

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

**C H U B B®**

**ACE Property & Casualty Insurance Company**

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

**AMENDMENT**

This Amendment forms a part of the Certificate to which it is attached and amends such Certificate in the manner indicated for all Covered Persons. Anything specifically stated in this Amendment overrides anything to the contrary in the Certificate, and will be subject to all other parts of the Certificate. The telephone number listed above may be used to make inquiries, obtain information about coverage, or receive assistance with resolving complaints.

After the "BENEFITS" section of the Certificate the following section is added:

**CONTINUITY OF COVERAGE**

If this Certificate replaced another Critical Illness certificate or individual policy, Your coverage under this Certificate shall not limit or exclude coverage for a Pre-existing Condition or Waiting Period that would have been covered under the policy being replaced. Time periods applicable to Pre-existing Conditions and Waiting Periods will be waived to the extent that similar limitations or exclusions were satisfied under the coverage being replaced.

If coverage is provided for two or more individuals, such coverage will be determined separately for each proposed insured.

No other Policy or Certificate provision or condition is changed in any way by this Amendment, except as described above.

For ACE Property & Casualty Insurance Company



John J. Lupica, President



Brandon Peene, Secretary



## **ACE Property & Casualty Insurance Company**

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

### **MEMBERSHIP ENDORSEMENT FOR HEALTH CARE REFERRAL, CONSULTATION AND ADMINISTRATION SERVICES**

#### **ENDORSEMENT SCHEDULE**

**Endorsement Issue Date:** 1/1/2024

#### **ENDORSEMENT PROVISIONS**

This Membership Endorsement ("Endorsement") is attached to and forms part of the Critical Illness Insurance Certificate ("Certificate"). This Endorsement was issued on the basis that the information provided by the Policyholder and any information provided by You are correct and complete. The telephone number listed above may be used to make inquiries, obtain information about coverage, or receive assistance with resolving complaints.

This Endorsement is in force as of the Effective Date. The Effective Date is the later of the Endorsement Issue Date or Your Certificate Effective Date.

This Endorsement is subject to all the terms, conditions, exclusions and limitations of the Certificate except as otherwise stated herein. No other Policy or Certificate provision or condition is changed in any way by this Certificate Rider.

ACE Property & Casualty Insurance Company will provide a membership to You and any of your Eligible Dependents in a health care referral, consultation, and advocacy service through a vendor.

Membership in health care referral, consultation, and advocacy services includes, but is not limited to, a Covered Persons to access the following services:

- A review of a Covered Person's medical file by a Physician which will result in a written report defining that Covered Person's diagnosis and identifying treatment options.
- Identification and referral to Physicians who are suited to perform medical treatment of the Covered Person's medical condition.
- Other goods and services that provide a comprehensive employee benefits program.

Additional services may be available with this membership. For specific details, You may contact the health care referral, consultation, and advocacy service vendors directly.

The services provided under this Membership Endorsement are intended only as referral, consultation, and advocacy services. No medical advice or treatment are being offered or provided by Us, nor are We endorsing the quality of any Physician or other health care provider selected through these services. You are not required to use these services to receive benefits under the Policy.

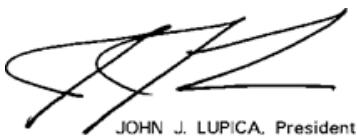
**Termination of Endorsement and Vendor Changes.** This Endorsement is annually renewable by Us at our discretion. We reserve the right to change vendors for the above services, terminate a service, or terminate this Endorsement, including membership, at any time.

This Endorsement, including membership, will terminate at the earliest of the following:

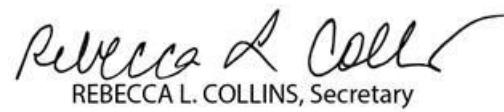
- Termination of the Certificate to which this Endorsement is attached; or
- Forty-five (45) days after written notice of termination by Us has been sent to You at Your last known address.

No other Policy or Certificate provision or condition is changed in any way by this, Endorsement except as described above.

For ACE Property & Casualty Insurance Company



JOHN J. LUPICA, President



REBECCA L. COLLINS, Secretary

CHUBB®

**ACE Property & Casualty Insurance Company**

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

**WELLNESS BENEFIT  
CERTIFICATE RIDER  
RIDER SCHEDULE**

**Rider Issue Date:** 1/1/2024

|                                 |                                                                                                                                                                                                                                                                 |
|---------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Benefit Amount:</b>          | \$50                                                                                                                                                                                                                                                            |
| <b>Maximum Days of Service:</b> | <b>1 day of service per Covered Person per calendar year</b><br>The first calendar year begins on the Certificate Effective Date and continues through December 31 of that year. Subsequent calendar years begin on January 1 and continue through December 31. |
| <b>Waiting Period:</b>          | <b>30 days</b>                                                                                                                                                                                                                                                  |

**RIDER PROVISIONS**

This Certificate Rider ("Rider") is attached to and forms part of the Critical Illness Insurance Certificate ("Certificate"). This Rider was issued on the basis that the information provided by the Policyholder and any information provided by You are correct and complete. The telephone number listed above may be used to make inquiries, obtain information about coverage, or receive assistance with resolving complaints.

This Rider is in force as of the Rider Effective Date. The Rider Effective Date is the later of the Rider Issue Date or Your Certificate Effective Date.

This Rider is subject to all the terms, conditions, exclusions and limitations of the Certificate except as otherwise stated herein. No other Policy or Certificate provision or condition is changed in any way by this Certificate Rider.

**DEFINITIONS**

**Rider Issue Date** means the date the Rider is issued to the Policy and shown in the Rider Schedule.

## WELLNESS BENEFIT

We will pay this benefit if a Covered Person undergoes one or more of the following health screening tests or procedures after the waiting period up to the maximum Days of Service.

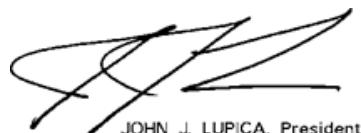
Wellness Tests are:

|                                                              |                                                        |
|--------------------------------------------------------------|--------------------------------------------------------|
| Blood test for triglycerides                                 | Hemocult stool analysis                                |
| Bone marrow aspiration or biopsy                             | Mammography                                            |
| CA 15-3 (blood test for breast cancer)                       | Pap smear                                              |
| CA-125 (blood test for ovarian cancer)                       | PSA (blood test for prostate cancer)                   |
| Carotid Doppler                                              | Serum cholesterol test to determine HDL and LDL levels |
| Chest x-ray                                                  | Serum protein electrophoresis (blood test for myeloma) |
| Colonoscopy                                                  | Skin cancer biopsy                                     |
| Echocardiogram                                               | Stress test on a bicycle or treadmill                  |
| Fasting blood glucose test                                   | Thermography                                           |
| Fasting plasma glucose (FPG)                                 | Thin prep pap test                                     |
| Hemoglobin A1C(HbA1c)                                        | Two hour post-load plasma glucose                      |
| Flexible sigmoidoscopy                                       | Virtual colonoscopy.                                   |
| CEA (carcinoembryonic antigen – blood test for colon cancer) | Lipid Panel                                            |
| Doppler screening for carotids                               | Endoscopy                                              |
| Doppler screening for peripheral vascular disease            | Human Papillomavirus (HPV) Testing                     |
| Whole Body Skin Cancer Screening                             | Immunizations                                          |
| Routine Eye Exam                                             | Routine Physicals                                      |
| Well child/preventive exams ages birth through 18            |                                                        |

Over time, We may add covered Wellness Tests at our option to adjust to advances in medical technology.

The amount You will receive is based on the amount of coverage in effect on the date of diagnosis.

For ACE Property & Casualty Insurance Company



JOHN J. LUPICA, President



REBECCA L. COLLINS, Secretary



## 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?

The types of personal information we collect and share depend on the product or service you have with us. This information can include:

- Social Security number and payment history
- insurance claim history and medical information
- account transactions and credit scores

When you are no longer our customer, we continue to share information about you as described in this notice.

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

Questions?

Call 1-800-258-2930 or go to <https://www2.Chubb.com/us-en/privacy.aspx>

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### Who we are

#### Who is providing this notice?

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

### What we do

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

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

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

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

We collect your personal information, for example, when you

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

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

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

Federal law gives you the right to limit only

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

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

### Definitions

#### Affiliates

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

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

#### Nonaffiliates

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

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

#### Joint Marketing

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

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

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### Other important information

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

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

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

### Chubb Group Companies Providing This Notice

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

## Chubb Group

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

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

This notice is effective as of June 15, 2018.

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

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

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

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

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

##### A. Required Uses and Disclosures

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(1) When required by law.

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

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

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

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

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

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

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

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

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

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

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

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

## II. Rights of Individuals

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

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

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

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

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

### B. Right to Inspect and Copy PHI

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

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

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

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

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

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

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

#### C. Right to Amend PHI

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

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

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

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

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

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

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

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

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

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

#### F. Note About Personal Representatives

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

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

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

### III. The Company's Duties

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

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

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

#### A. "Minimum Necessary" Standard

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

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

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

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

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

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

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

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

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

## V. Contact Information

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

## VI. Chubb Group Legal Entities

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.