

# CHUBB GROUP U.S. PRIVACY NOTICE

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

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

<b>Questions?</b>	Call 1-800-258-2930 or go to <a href="http://www.chubb.com/us-en/privacy.aspx">www.chubb.com/us-en/privacy.aspx</a>
-------------------	---

## Who we are

**Who is providing this notice?**

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

## What we do

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

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

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

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

We collect your personal information, for example, when you

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

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

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

Federal law gives you the right to limit only

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

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

## Definitions

**Affiliates**

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

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

**Nonaffiliates**

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

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

**Joint Marketing**

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

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

## Other important information

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

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

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

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

## Chubb Group Companies Providing This Notice

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

## 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 December 16, 2025.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- § Use and disclosure of psychotherapy notes, except for your treatment, Company training programs, or to defend the Company against litigation filed by you.
- § Use and disclosure for marketing purposes, except for face to face communications with you or otherwise permitted by HIPAA.
- § 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. Substance Use Disorder Records

If you were treated by a health care provider or program that is subject to the federal privacy laws under 42 CFR Part 2 and you give consent for your Part 2 treatment records to be used and disclosed for purposes of treatment, payment, or health care operations, the Company may rely on such consent for its own future uses and disclosures of such records for treatment, payment, or health care operations.

Substance use disorder treatment records received from a programs subject to 42 CFR Part 2, or testimony relaying the content of such records, may not be used or disclosed in civil, criminal, administrative, or legislative proceedings against you unless: (1) you provide written consent; or (2) the Company receives a court order accompanied by a subpoena or other legal requirement compelling disclosure and you, or the holder of your substance use disorder treatment record, are provided notice and an opportunity to be heard.

Under the HIPAA privacy and security rules, the Company may be required to comply with other more stringent state or federal privacy laws that require greater limits on disclosure of your PHI, such as 42 CFR Part 2 related to substance use disorder treatment records.

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

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

- (1) When required by law.
- (2) When permitted for purposes of public health activities, including when necessary to report product defects, permit product recalls and conduct post-market surveillance. PHI may also be used or disclosed if you may have been exposed to a communicable disease or are at risk of contracting or spreading a disease or condition, if authorized by law.
- (3) When authorized by law to report information about abuse, neglect or domestic violence. In such case, the Company will promptly inform you that such a disclosure has been or will be made unless that notice would cause a risk of serious harm. For the purpose of reporting child abuse or neglect, it is not necessary to inform the minor that such a disclosure has been or will be made. Disclosure may generally be made to the minor's parents or other representatives although there may be circumstances under federal or state law where the parents or other representatives may not be given access to the minor's PHI.
- (4) The Company may disclose your PHI to a health oversight agency for oversight activities authorized by law. This includes uses or disclosures in civil, administrative or criminal investigations; inspections; licensure or disciplinary actions (for example, to investigate complaints against providers); and other activities necessary for appropriate oversight of government benefit programs (for example, to investigate Medicare or Medicaid fraud).
- (5) The Company may disclose your PHI when required for judicial or administrative proceedings. For example, your PHI may be disclosed in response to a subpoena or discovery request provided certain conditions are met. One of those conditions is that satisfactory assurances must be given to the Company that the requesting party has made a good faith attempt to provide written notice to you, and the notice provided sufficient information about the proceeding to permit you to raise an objection and no objections were raised or all objections were resolved in favor of disclosure by the court or tribunal.
- (6) For law enforcement purposes, including to report certain types of wounds or for the purpose of identifying or locating a suspect, fugitive, material witness or missing person. Also, when disclosing information about an individual who is or is suspected to be a victim of a crime but only if the individual agrees to the disclosure or the Company is unable to obtain the individual's agreement because of emergency circumstances. Furthermore, the law enforcement official must represent that the information is not intended to be used against the individual, the immediate law enforcement activity would be materially and adversely affected by waiting to obtain the individual's agreement and disclosure is in the best interest of the individual as determined by the exercise of the Company's best judgment.
- (7) 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.

- (8) The Company may use or disclose PHI for government-approved research, subject to conditions.
- (9) 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.
- (10) For certain government functions such as related to military service or national security.
- (11) When authorized by and to the extent necessary to comply with workers' compensation or other similar programs established by law.
- (12) That is "incident to" an otherwise permitted use or disclosure of PHI by the Company.

## **II. Rights of Individuals**

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

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

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

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

Such requests should be made to the Company by writing to North America Chief Privacy Officer, Chubb Group, 202 Hall's Mill Road, Whitehouse Station, NJ 08889, calling 1-833-324-9798, or emailing [naprivacyoffice@chubb.com](mailto:naprivacyoffice@chubb.com).

### **B. Right to Inspect and Copy PHI**

You have a right to inspect and obtain a copy, or request an electronic copy, of your PHI contained in a "designated record set," for as long as the Company maintains the PHI. The Company may charge a reasonable cost-based fee for copies of your 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. A single 30-day extension is allowed if the Company

is unable to comply with the deadline.

You or your personal representative will be required to complete a form to request access to the PHI in your designated record set. Requests for access to PHI should be made by writing to North America Chief Privacy Officer, Chubb Group, 202 Hall's Mill Road, Whitehouse Station, NJ 08889, calling 1-833-324-9798, or emailing [naprivacyoffice@chubb.com](mailto:naprivacyoffice@chubb.com).

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

#### C. Right to Amend PHI

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

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

Requests for amendment of PHI in a designated record set should be made by writing to North America Chief Privacy Officer, Chubb Group, 202 Hall's Mill Road, Whitehouse Station, NJ 08889, calling 1-833-324-9798, or emailing [naprivacyoffice@chubb.com](mailto:naprivacyoffice@chubb.com).

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

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

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

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

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

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

To obtain a paper copy of this notice contact: North America Chief Privacy Officer, Chubb Group, 202 Hall's Mill Road, Whitehouse Station, NJ 08889, phone 1-833-324-9798, or email [naprivacyoffice@chubb.com](mailto:naprivacyoffice@chubb.com).

#### F. Note About Personal Representatives

You may exercise your rights through a personal representative. Your personal representative will be required to produce evidence of his/her authority to act on your behalf before that person will be given access to your PHI

or allowed to take any action for you. Proof of such authority may take one of the following forms:

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

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

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

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

The Company reserves the right to change its privacy practices and to apply the changes to any PHI received or maintained by the Company prior to that date. If a privacy practice is changed, a revised version of this notice will be provided.

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

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

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

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

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

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

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

If you believe that your privacy rights have been violated, you may complain to the Company by writing to North America Chief Privacy Officer, Chubb Group, 202 Hall's Mill Road, Whitehouse Station, NJ 08889, calling 1-833-324-9798, or emailing [naprivacyoffice@chubb.com](mailto:naprivacyoffice@chubb.com).

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

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

#### **V. Contact Information**

If you have any questions regarding this notice or the subjects addressed in it, you may contact: North America Chief Privacy Officer, Chubb Group, 202 Hall's Mill Road, Whitehouse Station, NJ 08889, phone 1-833-324-9798, or email [naprivacyoffice@chubb.com](mailto:naprivacyoffice@chubb.com).

#### **VI. Chubb Group Legal Entities**

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

**CHUBB** ACE American Insurance Company  
(A Stock Company)  
436 Walnut Street  
Philadelphia, PA 19106

## Group Hospital Indemnity Policy

<b>POLICYHOLDER:</b>	Salem Health Hospitals & Clinics
<b>POLICY NUMBER:</b>	FXD N11132030
<b>POLICY EFFECTIVE DATE:</b>	January 1, 2026
<b>POLICY ANNIVERSARY DATE:</b>	January 1, 2027
<b>STATE OF DELIVERY:</b>	Oregon

The Policy takes effect at 12:01 A.M. on the Policy Effective Date shown above. In return for payment of the required premiums, We will pay benefits according to the terms and conditions of coverage described in the Policy.

The Policy is governed by the laws of the state in which it is delivered.

Signed for ACE American Insurance Company in Philadelphia, Pennsylvania.



JUAN ORTEGA, President



Brandon Peene, Secretary

This policy provides limited benefits on a fixed indemnity basis. It does not constitute comprehensive health insurance coverage (often referred to as “major medical coverage”) and does not satisfy a person’s individual obligation to secure the requirement of minimum essential coverage under the Affordable Care Act (ACA). For more information about the ACA, please refer to [www.healthcare.gov](http://www.healthcare.gov).

**PLEASE READ THE POLICY CAREFULLY.**

**TABLE OF CONTENTS**

<b>SECTION</b>	<b>PAGE</b>
SCHEDULE OF BENEFITS .....	3
DEFINITIONS.....	5
ELIGIBILITY FOR INSURANCE.....	7
TERMINATION DATE OF INSURANCE .....	8
DESCRIPTION OF BENEFITS .....	10
GENERAL EXCLUSIONS .....	11
CLAIM PROVISIONS .....	12
ADMINISTRATIVE PROVISIONS .....	13
GENERAL PROVISIONS .....	14

## SCHEDULE OF BENEFITS

**PARTICIPATION REQUIREMENTS:** 2.5% of eligible employees

We may cancel the Policy as of any Premium Due Date if Participation Requirements are not met even if a rate guarantee is in effect.

**PREMIUM DUE DATE:** Monthly in arrears on the 1<sup>st</sup> of each month

### CLASSES OF ELIGIBLE PERSONS:

A person may be insured only under one Class of Eligible Persons even though he or she may be eligible under more than one class. Also, a person may not be insured as a Dependent and an Insured at the same time.

Class 1 All employees who are in active service working 20 or more hours per week and are eligible for the Policyholder's Major Medical Plan.

Dependents of Class(es) 1, Insureds are eligible for Coverage under this Policy.

---

### ELIGIBILITY WAITING PERIOD:

first of the month after the date of hire

### PORTABILITY OPTION

Maximum Benefit Period: 52 weeks

### Class 1 and Dependents of Class 1

#### Plan One

#### Hospital Confinement Benefit

Benefit Amount	\$1,000 first day confined per Plan Year; \$100 per day thereafter
Maximum Benefit Period	31 days per Plan Year

#### Wellness Visits

Adult:

Benefit Amount:	\$50 per day, limited to one visit per day up to a maximum of 1 days per Plan Year
-----------------	--

Child(ren) age 4 and under:  
Benefit Amount:

\$50 per day, limited to one visit per day up  
to a maximum of 1 days per Plan Year

**Substance Abuse Confinement**  
Benefit Amount:

\$100 per day confined up to a maximum of  
10 days per Plan Year

**Mental Illness Disorder Confinement**  
Benefit Amount:

\$100 per day confined up to a maximum of  
10 days per Plan Year

**INITIAL PREMIUM RATES:**

Class 1

PLAN ONE

Bi Weekly Rates

Employee Only:	\$14.88
Employee & Spouse:	\$32.98
Employee & Child(ren):	\$28.11
Employee & Family:	\$45.26

## DEFINITIONS

Please note, certain words used in this document have specific meanings. These terms will be capitalized throughout the document. The definition of any word, if not defined in the text where it is used, may be found either in this Definitions section or in the *Schedule of Benefits*.

**“Active Service”** means a Covered Person is either 1) actively at work performing all regular duties on a full-time basis either at his or her employer’s place of business or someplace the employer requires him or her to be; 2) employed, but on a scheduled holiday, vacation day or period of approved paid leave of absence; or 3) if not employed, able to engage in substantially all of the usual activities of a person in good health of like age and sex and not confined in a Hospital or rehabilitation or rest facility.

**“Covered Accident”** means an accident that occurs while coverage is in force for a Covered Person and results in an Injury for which benefits are payable.

**“Covered Loss”** or **“Covered Losses”** means a loss resulting directly from any Covered Accident or Covered Sickness insured by the Policy.

**“Covered Sickness”** means a Sickness that occurs while coverage is in force for a Covered Person and results in a loss for which benefits are payable.

**“Covered Person”** means any eligible person, or Dependent, if eligible for whom the required premium is paid.

**“Dependent”** means a Covered Person’s lawful spouse; Domestic Partner; or a Covered Person’s unmarried child, from the moment of birth to age 26 who is chiefly dependent on the Covered Person for support. A child, for eligibility purposes, includes a Covered Person’s natural child; Child adopted or placed for adoption in the Insured’s custody, beginning with any waiting period pending finalization of the child’s adoption; a stepchild who depends on the Covered Person for financial support; and a foster child who depends on the Covered Person for financial support. A Dependent may also include any person related to the Covered Person by blood or marriage and for whom the Covered Person is allowed a deduction under the Internal Revenue Code. Dependent includes children not residing with the parent, not claimed as Dependents on parents’ federal tax return, those born out of wedlock, and those not residing in the insurer’s service area. It also includes any newborn children of the Insured’s covered Dependent child.

Insurance will continue for any Dependent child who reaches the age limit and continues to meet the following conditions: 1) the child is handicapped, 2) is not capable of self-support and 3) depends mainly on the Covered Person for support and maintenance. The Covered Person must send Us satisfactory proof that the child meets these conditions, when requested. We will not ask for proof more than once a year.

If the Covered Person has elected coverage for a Dependent child, any newly born child of the Covered Person will be covered from the moment of birth for 31 days. Coverage may be continued beyond this time period if the Covered Person notifies Us within 31 days of the child’s birth and pays any required premium.

**“Dependent”** also means an Insured’s Domestic Partner. **“Domestic Partner”** means an individual joined in a Domestic Partnership. "Domestic Partnership" means a civil contract entered into in person between two individuals of the same sex who are at least 18 years of age, who are otherwise capable and at least one of whom is a resident of Oregon.

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

**“Eligible Person”** means an individual that meets a class definition shown in the *Schedule of Benefits*. Unless specifically noted in the provision where it is used, the term does not include eligible Dependents.

**“Hospital”** means an institution that: 1) operates as a Hospital pursuant to law for the care, treatment, and providing of in-patient services for sick or injured persons; 2) provides 24-hour nursing service by Registered Nurses on duty or call; 3) has a staff of one or more licensed Doctors available at all times; 4) provide organized facilities for diagnosis, treatment and surgery, either: (i) on its premises; or (ii) in facilities available to it, on a pre-arranged basis; 5) is not primarily a nursing care facility, rest home, convalescent home, or similar establishment, or any separate ward, wing or section of a Hospital used as such; and 6) is not a place for drug addicts, alcoholics, or the aged.

**“Immediate Family”** means a Covered Person’s parent, grandparent, spouse, Domestic Partner, child, brother, sister, stepchild, grandchild, step-grandchild or in-laws.

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

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

**“Medically Necessary”** means a treatment, service or supply that is: 1) required to treat an Injury; 2) prescribed or ordered by a Doctor or furnished by a Hospital; 3) performed in the least costly setting required by the Covered Person’s condition; and 4) consistent with the medical and surgical practices prevailing in the area for treatment of the condition at the time rendered. Purchasing or renting 1) air conditioners; 2) air purifiers; 3) motorized transportation equipment; 4) escalators or elevators in private homes; 5) swimming pools or supplies for them; and 6) general exercise equipment are not Medically Necessary. A service or supply may not be Medically Necessary if a less intensive or more appropriate diagnostic or treatment alternative could have been used. We may, at Our discretion, consider the cost of the alternative to be the Covered Expense.

**“Sickness”** means illness or disease contracted by and causing loss to the Covered Person whose Sickness is the basis of claim. A Sickness begins with the first display of symptoms. Any complications or any condition arising out of a Sickness for which the Covered Person is being treated or has received treatment will be considered a part of the original Sickness. All related

conditions and recurrent symptoms of the same or similar condition will be considered one Sickness.

“**We**”, “**Our**”, “**Us**” means the insurance company underwriting this insurance or its authorized agent.

## **ELIGIBILITY FOR INSURANCE**

Each person in one of the Classes of Eligible Persons shown in the *Schedule of Benefits* is eligible to be insured on the Policy Effective Date, or the day after he or she completes any Eligibility Waiting Period, if later. We retain the right to investigate eligibility status and attendance records to verify eligibility requirements are met. If We discover the eligibility requirements are not met, Our only obligation is to refund any premium paid for that person.

If an Insured is re-employed in an eligible class after his or her insurance under the Policy ends, he or she will be treated as a new employee. However, an employee may re-enroll only if he or she is not covered under any Continuation of Insurance provision in the Policy.

An Insured’s Dependent is eligible on the latest of the date:

1. the Insured is eligible, if the Insured has Dependents on that date; or
2. the date the person becomes a Dependent

A person who is in one of the Classes of Eligible Persons and who is also eligible as a Dependent may be insured only once under the Policy. In no event will a Dependent be eligible if the Insured is not eligible.

**ENROLLMENT:** The Insured and his or her Dependents may enroll for coverage within 31 days of becoming a member of an Eligible Class. Any Eligible Person may enroll for coverage after this 31-day period at the next Annual Enrollment Period or if the Insured experiences a Life Status Change.

“**Annual Enrollment Period**” means the period agreed upon by the Policyholder and Us when an Eligible Person may enroll for or make changes to benefits under the Policy.

“**Life Status Change**” means an event recognized by the Policyholder and Us that qualifies an Eligible Person to make changes in coverage at a time other than an Annual Enrollment Period. The following events are all considered Life Status Changes.

- 1) marriage;
- 2) divorce, annulment or legal separation;
- 3) birth or adoption of a child;
- 4) change in a Dependent child’s eligibility;
- 5) death of a spouse;
- 6) a change in the benefit plan or employment status of Your spouse that affects either person’s eligibility for benefits.

## **EFFECTIVE DATE OF INSURANCE**

An Eligible Person will be insured on the later of the Policy Effective Date or the date he or she is eligible, if not required to contribute to the cost of this insurance.

Insurance for an Eligible Person, and any eligible Dependent(s), who is required to contribute to the cost of this insurance is effective on the latest of the following dates:

1. the Policy Effective Date;
2. the date he or she becomes eligible;
3. the date We receive the completed enrollment form;
4. the date the required premium is paid
5. the date payroll/account deduction is authorized for this insurance.

### **Newborn and Adopted Children**

Insurance for any newborn Dependent child automatically becomes effective from the moment of birth. Insurance for that Dependent child automatically ends 31 days later unless the Insured has other Dependent children insured under the Policy or within 31 days, makes a request to continue coverage for that child and pays the required premium, when due.

An adopted child of the Insured will be covered on the same basis as a newborn child from the date of placement for the purpose of adoption. Coverage continues unless the placement is disrupted and the child is removed from placement.

## **TERMINATION DATE OF INSURANCE**

The Insured's coverage will end on the earliest of the date:

1. the Policy terminates
2. the Insured is no longer eligible
3. the date the period ends for which premium is paid
4. the Insured is no longer in Active Service

A Dependent's coverage will end on the earliest of the date:

1. he or she is no longer a Dependent;
2. the Insured's coverage ends; or
3. the period ends for which premium is paid.

## **REINSTATEMENT OF INSURANCE**

If the Insured's insurance ends because he or she is no longer in Active Service, insurance may be reinstated for the Insured and any Dependents within 31 days of his or her return to Active Service.

The following conditions must be met for insurance to be reinstated:

1. The Policy remains in force.
2. The former Insured and his or her Dependents are eligible under the Policy.
3. A written request for reinstatement and a new enrollment form are sent to Us.
4. The required premium is paid.

Reinstated insurance will be effective on the later of the date the Insured returns to Active Service or the date the required premium and new enrollment form are received by Us. We will not pay benefits for any loss that occurs while insurance is not in force under the Policy.

## PORTABILITY OPTION

If the Insured's employment with the Policyholder ends prior to age 60, he or she may continue insurance up to the Maximum Benefit Period shown in the *Schedule of Benefits*. To continue insurance, the Insured must submit a request for insurance and pay the required premium. If the Insured does not continue insurance within 31 days after employment ends, he or she may not elect to continue coverage at a later date. An Insured who continues insurance in this manner will become a Former Insured.

If the Insured continues coverage, he or she may also continue coverage for a Dependent if they are covered under the Policy on the date coverage would otherwise end. If a Former Insured later acquires a Dependent, he or she may elect coverage for them by submitting a request for insurance and paying the required premium.

Coverage will be effective on the date we receive the required premium payment. It will end on the earliest of the following dates:

1. The date We cancel coverage for all members of the Insured's class.
2. The end of the period for which premiums are paid.
3. The date the Insured is age 60.
4. The date the Maximum Benefit Period for this benefit ends.

Coverage for a Dependent will end on the earliest of the following dates:

1. The date We cancel coverage for all Dependents of the Insured's class.
2. When the Insured's coverage ends.
3. The date the Maximum Benefit Period for this benefit ends.
4. The date he or she no longer qualifies as a Dependent.

“Former Insured” means an employee once in Active Service whose employment ends and elects to continue coverage under the terms and conditions of this provision.

## DESCRIPTION OF BENEFITS

The following provisions explain the benefits and exclusions applicable under the Policy on a case basis. Please see the *Schedule of Benefits* for the applicability of these benefits on a class or plan level.

### HOSPITAL CONFINEMENT BENEFIT

We will pay the Hospital Confinement Benefit Amount shown in the *Schedule of Benefits* for each day that the Covered Person is confined as an inpatient in a Hospital, if:

1. Confinement is for the treatment of a Covered Loss; and
2. Confinement begins within 7 days of the date of a Covered Loss; and, lasts for at least 24 consecutive hours
3. Confinement is ordered by a Doctor as Medically Necessary; and
4. coverage under the Policy is in force when confinement begins; and
5. the Benefit Waiting Period, if any, shown in the *Schedule of Benefits* for this benefit is satisfied.

We will pay the benefit for the Maximum Benefit Period shown in the *Schedule of Benefits*. In computing the number of days payable under this benefit, the date of admission will be counted but not the date of discharge.

We will not pay benefits if a Covered Person is confined in a Hospital and We determine the kind of care needed could be provided elsewhere.

### MENTAL ILLNESS DISORDER CONFINEMENT BENEFIT

We will pay the Mental Illness Disorder Confinement Benefit shown in the *Schedule of Benefits* if a Covered Person is confined in a Rehabilitation Facility for the treatment and care of Mental Illness Disorder and the Rehabilitation Facility stay is prescribed by a Doctor as Medically Necessary for the Covered Person's condition.

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

1. the date the Rehabilitation Facility stay ends;
2. the date the Maximum Benefit for this benefit is payable; or
3. the date insurance under the Policy ends.

"Rehabilitation Facility" means either of the following facilities providing treatment, care and counseling operating in compliance with applicable laws of the jurisdiction in which the facility is located, to treat a Covered Person diagnosed with a Mental Illness Disorder:

- a. A Hospital or a special unit of a Hospital designated as a Rehabilitation Facility; or
- b. A freestanding facility.

"Mental Illness Disorder" means neurosis, psychoneurosis, psychopathy, psychosis, or mental or emotional disease or disorder of any kind.

### WELLNESS VISITS

We will pay the Wellness Visit benefit, up to the Maximum Days shown in the *Schedule of Benefits* for an annual routine examination or well-child care. These services will be covered only to the extent that they are provided by, or under the supervision of, a single Doctor during the course of one visit. Covered Services include:

1. a history and physical examination; and

2. X-rays and laboratory tests including, but not limited to, a Pap test, colorectal screening, prostate cancer screening, mammography and bone density screening.

### **SUBSTANCE ABUSE CONFINEMENT BENEFIT**

We will pay the Substance Abuse Confinement Benefit shown in the *Schedule of Benefits* if a Covered Person is confined in a Rehabilitation Facility for the treatment and care of Substance Abuse and the Rehabilitation Facility stay is prescribed by a Doctor as Medically Necessary for the Covered Person's condition.

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

1. the date the Rehabilitation Facility stay ends; or
2. the date the Maximum Benefit for this benefit is payable; or
3. the date insurance under the Policy ends.

"Rehabilitation Facility" means either of the following facilities providing treatment, care and counseling operating in compliance with applicable laws of the jurisdiction in which the facility is located, to treat a Covered Person diagnosed with a substance abuse sickness:

- a. A Hospital or a special unit of a Hospital designated as a Rehabilitation Facility; or
- b. A freestanding facility.

"Substance Abuse" means the use of any drug or substance(s) for non-therapeutic purposes; or use of medication for purposes other than those for which it is prescribed.

## GENERAL EXCLUSIONS

We will not pay benefits for any Covered Loss or any period of Confinement covered by this Policy that is caused by, or results from:

- intentionally self-inflicted injury; suicide or attempted suicide.
- war or any act of war, whether declared or not.
- service in the military, naval or air service of any country or international organization.
- Commission of, or attempt to commit, a felony.
- Bungee-cord jumping, parachuting, skydiving, parasailing, hang-gliding;
- An accident if the Covered Person is the operator of a motor vehicle and does not possess a valid motor vehicle operator's license, except while participating in Driver's Education Program
- Injury or Sickness that occurs while the Covered Person is legally intoxicated (as determined by that state's law) or while under the influence of any drug unless administered under the advice and consent of a Doctor;
- Alcoholism, drug addiction or the use of any drug or narcotic except as prescribed by a Doctor unless specifically provided herein
- Cosmetic surgery, except for reconstructive surgery needed as the result of an Injury or Sickness
- Experimental or Investigational drugs, services, supplies or any procedure held to be Experimental or Investigatory by the Company at the time the procedure is done. For the purposes of this exclusion, "Experimental or Investigational" means medical services, supplies or treatments provided or performed in a special setting for research purposes, under a treatment protocol or as part of a clinical trial (Phase I, II or III). The covered service will also be considered Experimental or Investigational if the Covered Person is required to sign a consent form that indicates the proposed treatment or procedure is part of a scientific study or medical research to determine its effectiveness or safety. Medical treatment, that is not considered standard treatment by the majority of the medical community or by Medicare, Medicaid or any other government financed programs or the National Cancer Institute regarding malignancies, will be considered Experimental or Investigational. A drug, device or biological product is considered Experimental or Investigational if it does not have FDA approval or approval under an interim step in the FDA process, i.e., an investigational device exemption or an investigational new drug exemption.
- Elective Abortion. Elective Abortion means an abortion for any reason other than to preserve the life of the female upon whom the abortion is performed.
- Services related to sterilization, reversal of a vasectomy or tubal ligation; in vitro fertilization and diagnostic treatment of infertility or other problems related to the inability to conceive a child, unless such infertility is a result of a covered Injury or Sickness.
- services, supplies or a period of confinement ordered by persons employed or retained by a Policyholder, or by any Immediate Family or member of the Covered Person's household.

This insurance does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit Us from providing insurance, including, but not limited to, the payment of claims.

## CLAIM PROVISIONS

**Notice Of Claim:** A claimant must give Us or Our authorized representative written (or authorized electronic or telephonic) notice of claim within 90 days after any loss covered by the Policy occurs. If notice cannot be given within that time, it must be given as soon as reasonably possible. This notice should identify the Covered Person and the Policy Number.

**Claim Forms:** Upon receiving written notice of claim, We will send claim forms to the claimant within 15 days. If We do not furnish such claim forms, the claimant will satisfy the requirements of written proof of loss by sending the written (or authorized electronic or telephonic) proof as shown below. The proof must describe the occurrence, extent and nature of the loss.

**Proof Of Loss:** Written (or authorized electronic or telephonic) proof of loss must be sent to the agent authorized to receive it. Written (or authorized electronic or telephonic) proof must be given within 90 days after the date of loss. If it cannot be provided within that time, it should be sent as soon as reasonably possible. In no event, except in the absence of legal capacity, should proof of loss be sent later than one year from the time proof is otherwise required.

**Claimant Cooperation Provision:** Failure of a claimant to cooperate with the Us in the administration of a claim may result in the termination of a claim. Such cooperation includes, but is not limited to, providing any information or documents needed to determine whether benefits are payable or the actual benefit amount due.

**Time Payment Of Claims:** Any benefits due will be paid immediately when We receive written (or authorized electronic or telephonic) proof of loss.

**Payment Of Claims:** If the Insured dies, any death benefits or other benefits unpaid at the time of the Insured's death will be paid to the beneficiary. If no named beneficiary or surviving beneficiary is on record with Us or Our authorized agent, We pay benefits in equal shares to the first surviving class of the following: 1) Spouse/Domestic Partner; 2) Children; 3) Parents; 4) Brothers and sisters

If there are no survivors in any of these classes, We will pay the Insured's estate. All other benefits will be paid to the Insured. If the Covered Person is: (1) a minor; or (2) in Our opinion unable to give a valid release because of incompetence, We may pay any amount due to a parent, guardian, or other person actually supporting him or her. Any payment made in good faith will end Our liability to the extent of the payment.

**Beneficiary:** The Insured may designate a beneficiary. The Insured has the right to change the beneficiary at any time by written (or electronic and telephonic) notice. If the Covered Person is a minor, his or her parent or guardian may exercise this right for him or her. The change will be effective when We or Our authorized agent receive it. When received, the effective date is the date the notice was signed. We are not liable for any payments made before the change was received. We cannot attest to the validity of a change.

The Insured is the beneficiary for any covered Dependent.

**Physical Examinations And Autopsy:** We have the right to have a Doctor of Our choice examine the Covered Person as often as is reasonably necessary. This section applies when a claim is pending or while benefits are being paid. We also have the right to request an autopsy in the case of death, unless the law forbids it. We will pay the cost of the examination or autopsy.

**Legal Actions:** No lawsuit or action in equity can be brought to recover on the Policy: (1) before 60 days following the date proof of loss was given to Us; or (2) after 3 years following the date proof of loss is required.

**Recovery of Overpayment:** If benefits are overpaid or paid in error, We have the right to recover the amount overpaid or paid in error by any of the following methods:

1. A request for lump sum payment of the amount overpaid or paid in error.
2. Reduction of any proceeds payable under the Policy by the amount overpaid or paid in error.

## ADMINISTRATIVE PROVISIONS

**Premiums:** The premiums for the Policy will be based on the rates currently in force, the plan and amount of insurance in effect.

**Changes In Premium Rates:** We may change the premium rates from time to time with at least 31 days advanced written, or authorized electronic or telephonic notice. No change in rates will be made until 12 months after the Policy Effective Date. An increase in rates will not be made more often than once in a 12-month period. However, We reserve the right to change rates at any time if any of the following events take place:

1. The terms of the Policy change.
2. A division, subsidiary, affiliated organization or eligible class is added or deleted from the Policy.
3. There is a change in the factors bearing on the risk assumed.
4. Any federal or state law or regulation is amended to the extent it affects Our benefit obligation.
5. There is a misrepresentation in the information We relied on in establishing the rate.
6. There is a change in the experience rating.

If an increase or decrease in rates takes place on a date that is not a Premium Due Date, a pro rata adjustment will apply from the date of the change to the next Premium Due Date.

**Payment of Premium:** The first Premium is due on the Policy Effective Date. After that, premiums will be due monthly unless We agree with the Policyholder on some other method of premium payment.

If any premium is not paid when due, the Policy will be canceled as of the Premium Due Date, except as provided in the Policy Grace Period section.

**Policy Grace Period:** A Policy Grace Period of 31 days will be granted for the payment of the required premiums. The Policy will remain in force during the Grace Period. If the required premiums are not paid during the Policy Grace Period, insurance will end on the last Premium

Due Date on which required premiums were paid. The Policyholder will be liable to Us for any unpaid premium for the time the Policy was in force.

**Reinstatement:** The Policy may be reinstated within 31 days of lapse if it lapsed for nonpayment of premium. Requirements for reinstatement are written application of the Policyholder satisfactory to Us and payment of all overdue premiums. Any premium accepted in connection with a reinstatement will be applied to a period for which premium was not previously paid, but not to any period more than 30 days prior to the date of reinstatement.

## GENERAL PROVISIONS

**Entire Contract; Changes:** The Policy (including any endorsements or amendments), the signed application of the Policyholder, and any individual applications of Covered Persons, are the entire contract. Any statements made by the Policyholder or Covered Persons will be treated as representations and not warranties. No such statement shall void the insurance, reduce the benefits, or be used in defense of a claim for loss incurred unless it is contained in a written application.

To be valid, any change or waiver must be in writing (or authorized electronic or telephonic communications). It must be signed by Our President or Secretary and be attached to the Policy. No agent has authority to change or waive any part of the Policy.

**Policy Effective Date And Termination Date:** The Policy begins on the Policy Effective Date at 12:01 AM Standard Time at the address of the Policyholder where the Policy is delivered. We may terminate the Policy by giving 31 days advance notice in writing (or authorized electronic or telephonic means) to the Policyholder. The Policy may be terminated at any time by mutual written (or authorized electronic/telephonic) consent of the Policyholder and Us. The Policy terminates automatically on the Premium due date if Premiums are not paid when due. Termination takes effect at 12:01 AM Standard Time at the Policyholder's address on the date of termination.

**Incontestability:** Absent fraud, all statements made by the Policyholder in the written application or by Covered Persons are deemed representations and not warranties. No such written application made to effectuate insurance will cause Us to deny or reduce benefits or be used as a defense to a claim, unless a copy of the instrument containing the statement is, or has been, furnished to such persons. In case of death or incapacity of a Covered Person such statement will be furnished to the Covered Person's beneficiary or representative.

**Clerical Error:** If a clerical error is made, it will not affect the insurance of any Covered Person. No error will continue the insurance of a Covered Person beyond the date it should end under the Policy terms.

**Reporting Requirements:** The Policyholder or its authorized agent must report all of the following to Us by the premium due date:

1. the names of all persons insured on the Policy Effective Date;
2. the names of all persons who are insured after the Policy Effective Date;
3. the names of those persons whose insurance has terminated;
4. any additional information required by Us.

**Examination Of Records And Audit:** We shall be permitted to examine and audit the Policyholder's books and records at any time during the term of the Policy and within 2 years after the final termination of the Policy as they relate to the premiums or subject matter of this insurance.

**Certificates Of Insurance:** Where it is required by law, or upon the request of the Policyholder, We will make available certificates outlining the insurance coverage and to whom benefits are payable under the Policy.

**Conformity With State Laws:** On the effective date of the Policy, any provision that is in conflict with the laws of the state where it is issued is amended to conform to the minimum requirements of such laws.

**Not In Lieu Of Workers' Compensation:** The Policy is not a Workers' Compensation policy. It does not provide Workers' Compensation benefits.

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