

**GENERAL PROVISIONS**

**III. CONDITIONS**

**EMERGENCY SICKNESS INSURANCE POLICY**

Policy No.: See Rental Contract Number

**DECLARATIONS**

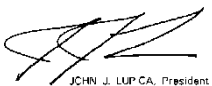
- Item 1. Named Insured and Mailing Address:  
See Rental Contract
- Item 2. Name of Lessor and Mailing Address:  
See Rental Contract
- Item 3. Policy Effective Date:  
Date of Rental Contract
- Item 4. Premium Rate: See Rental Contract
- Item 5. Benefits Schedule:

	Renter	Passenger
<b>Emergency Sickness Expense Benefit</b>		
Aggregate Benefit Maximum:	\$10,000	\$10,000
Maximum for Dental Expenses:	\$2,500	\$2,500
Deductible:	\$100	\$100
Coinsurance:	100%	100%
Maximum Benefit Period:	During the scheduled trip	
<b>Roadside Assistance Benefit:</b>	\$1,000	\$1,000


This Policy is governed by the laws of the jurisdiction in which it is delivered.

The provisions hereinafter contained are part of this Policy as fully as if recited over the signature hereto affixed.

IN WITNESS WHEREOF, ACE American Insurance Company has caused this Policy to be signed by its President and Secretary.



JOHN J. LUP CA, President



Juliet Schweidel, Secretary

**SEE SPECIAL DISCLOSURE ON REVERSE**

**I. AGREEMENT**

We will provide the insurance described in this Policy in return for the premium and compliance with all applicable provisions of this Policy. This Policy constitutes the entire contract of insurance. No change in this Policy shall be valid unless approved by an executive officer of Ours and unless such approval be endorsed hereon or attached hereto. No agent has authority to change this Policy or to waive any of its provisions.

**II. DEFINITIONS**

Throughout this Policy, Your refers to the Named Insured shown in item 1 in the Declarations. We, Us and Our refer to the Company named in the Declarations. In addition, certain words and phrases are defined as follows:

- A. "Insured" means any person or renter who possesses a valid non-U.S. passport at the time of rental.
- B. "Lessor" means the person or organization named in item 2 in the Declarations.
- C. "Benefits Schedule" means the benefits schedule shown in item 5 in the Declarations.
- D. "Passenger" means a person while riding or driving with a Renter and with the permission of a Renter within the enclosed part or portion of the Rental Vehicle.
- E. "Policy period" means the period from the Policy Effective Date shown in item 3 in the Declarations to the date this insurance is terminated by Section III.A of these general provisions.
- F. "Rental Agreement" means the Rental Agreement by which the Renter rents or leases the Rental Vehicle from the Lessor.
- G. "Rental Period" means the round-trip or one-way trip that has defined effective and termination dates for which this coverage was purchased. Coverage will end 30 days after the effective date of the rental Agreement even if the Rental Period has not terminated.
- H. "Rental Vehicle" means the motor vehicle rented or leased by a Renter from the Lessor.
- I. "Renter" means a person with a valid driver's license who rents or leases a motor vehicle from the Lessor.

- A. Termination: Insurance will terminate on the earliest of the date: 1) the date period ends for which premium is paid; 2) the end of the Rental Period; 3) 30 days after the date the Rental Agreement is signed by the Renter; or 4) the date the Insured leaves the United States. Termination shall be without prejudice to any claim, originating prior to the date of termination, of an insured.
- B. Assignment: Coverage provided by this Policy to any Renter shall not be transferred.
- C. Maximum Benefit: The maximum amount payable by Us under this Policy to an Insured is the amount shown in the Declarations page.

**EMERGENCY SICKNESS EXPENSE POLICY**

**I. DEFINITIONS**

Certain words and phrases are defined for this Policy only as follows:

- A. "Covered Expenses means expenses actually incurred by or on behalf of an Insured for treatment, services and supplies covered by the Policy. Coverage under the Policy must remain continuously in force from the date of the Sickness until the date treatment, services or supplies are received for them to be a Covered Expense. A Covered Expense is deemed to be incurred on the date such treatment, service or supply, that gave rise to the expense or the charge, was rendered or obtained.
- B. "Deductible" means the dollar amount of Covered Expenses that must be incurred as an out-of-pocket expense by each Insured per Sickness before Emergency Sickness Expense Benefits are payable under the Policy.
- C. "Emergency Sickness" means a Sickness that manifests itself by symptoms of sufficient severity that a prudent layperson possessing an average knowledge of health and medicine would reasonably expect that failure to receive immediate medical attention would place the health of the person in serious jeopardy.
- D. "Insured" means a Passenger or Renter.
- E. "Hospital" means an institution operated pursuant to law for the care and treatment of sick and injured persons with: 1) 24-hour nursing service by a Registered Nurse; and 2) organized facilities for diagnosis, X-ray and major surgery.

- F. "Medically Necessary" means a treatment, service or supply that is: 1) required to treat a Sickness; 2) prescribed or ordered by a Physician or furnished by a Hospital; 3) performed in the least costly setting required by the Insured's condition; and 4) consistent with the medical and surgical practices prevailing in the area for treatment of the condition at the time rendered. Purchasing or renting: 1) air conditioners; 2) air purifiers; 3) motorized transportation equipment; 4) escalators or elevators in private homes; 5) eye glass frames or lenses; 6) hearing aids; 7) swimming pools or supplies for them; and 8) general exercise equipment are not medically necessary. A service or supply may not be Medically Necessary if a less intensive or more appropriate diagnostic or treatment alternative could have been used.
- G. "Physician" means a qualified medical or osteopathic physician or surgeon legally licensed to practice medicine.
- H. "Pre-existing Conditions" means an illness, disease or other condition of the Insured, that in the 12-month period before the Insured's coverage became effective under the Policy: 1) first manifested itself, worsened, became acute or exhibited symptoms that would have caused a person to seek diagnosis, care or treatment; or 2) required taking prescribed drugs or medicines unless the condition for which the prescribed drug or medicine is taken remains controlled without any change in the required prescription; or 3) was treated by a Physician or treatment has been recommended by a Physician.
- I. "Usual and Customary Charge" means the average amount charged by most providers for treatment, service or supplies in the geographic area where the treatment, service or supply is provided.

## II. COVERAGE

We will pay the sum shown in the Benefit Schedule for Covered Expenses that result directly, and from no other cause, from an Emergency Sickness, This benefit are subject to the Deductible, Maximum Benefit Period and benefit maximums shown in the Benefit Schedule. Emergency Sickness Expense Benefits are only payable: 1) for Usual and Customary charges incurred after the Deductible has been met; 2) for those Medically Necessary Covered Expenses that the Insured received; and 3) for charges incurred during the Rental Period.

No benefits will be paid for any expenses incurred that are in excess of Usual and Customary Charges.

## Covered Expenses

- A. Hospital Room and Board Expenses: The daily room rate when an Insured is Hospital confined and general nursing care is provided and charged by the Hospital. In computing the number of days payable under this benefit, the date of admission will be counted, but not the date of discharge.
- B. Ancillary Hospital Expenses: services and supplies including operating room, laboratory tests, anesthesia and medicines (excluding take home drugs) when Hospital confined. This does not include personal services of a non-medical nature.
- C. Daily Intensive Care Unit Expenses: the daily room rate when an Insured is Hospital confined in a bed in the Intensive Care Unit and nursing services other than private duty nursing services.
- D. Medical Emergency Care (room and supplies) expenses: Including the attending Doctor's charges, X-rays, laboratory procedures, use of the emergency room and supplies.
- E. Outpatient surgical Room and Supply Expenses for use of the surgical facility.
- F. Doctor Non-Surgical Treatment/Examination Expenses (excluding medicines) including the doctor's initial visit, each Medically Necessary follow-up visit and consultation visit when referred by the attending Doctor.
- G. Doctor's Surgical Expenses: If a Sickness requires multiple surgical procedures, We will pay as shown in the Benefit Schedule for the most expensive procedure and 50% of Usual and Customary charges for the additional surgeries.
- H. Anesthesiologist Expenses: For pre-operative screening and administration of anesthesia during a surgical procedure whether on an inpatient or outpatient basis.
- I. Outpatient Laboratory Test Expenses.
- J. X-ray Expenses (including reading charges), but not dental X-rays.
- K. Ambulance Expenses for group transportation to and from a Hospital.
- L. Dental Expenses including dental x-rays (Sickness only): Including, but not limited to, emergency alleviation of pain.

## Roadside Assistance Benefit

We will pay benefits up to the Maximum Amount shown in the Schedule of Benefits if an Insured, as the result of a Medical Emergency requires roadside assistance. We will pay up to the maximum amount shown in the *Schedule of Benefits* for the Covered Expenses incurred for the return of an Insured's unattended Rental Vehicle to the rental agency if he or she suffers a Medical Emergency and dies, requires a Medically Necessary Emergency Medical Evacuation or Repatriation of remains, while traveling outside of his or her Home Country.

Covered Expenses includes 1) fuel & oil for the vehicle; 2) driver wages; and 3) tolls en route.

Benefits will not be payable for: 1) any repair due to mechanical breakdown of the vehicle en route, or 2) the costs for food or accommodation during the trip. This benefit is payable to an Insured only once per Rental Period.

## III. EXCLUSIONS

We will not pay Emergency Sickness Expense Benefits for any treatment or services for Sickness that is caused by, or results from:

- A. Sickness where the Insured's trip is undertaken for treatment or advice for a Sickness.
- B. Pre-existing Conditions.
- C. Treatment of hernia, Osgood-Schlatter's Disease, osteochondritis, appendicitis, weakness, detached retina, mental disorder or psychological or psychiatric care or treatment whether or not caused by a Sickness
- D. Pregnancy, except complications of pregnancy.
- E. Mental and nervous disorders.
- F. Cosmetic surgery, except for reconstructive surgery needed as the result of a Sickness.
- G. Any treatment, services or supplies received by the Insured that are incurred or received while he or she is in his or her home country.
- H. Routine dental care and treatment.
- I. Sexually transmitted diseases or immune deficiency disorders and related conditions. This exclusion does not apply to the care or treatments of Acquired Immune Deficiency Syndrome (AIDS), AIDS related complex (ARC) or Human Immunodeficiency virus (HIV) infection, or any illness or disease arising from these medical conditions.

- J. Expenses for eyeglasses, contact lenses or hearing aids.

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.

#### IV. CLAIMS

- A. Notice of Claim: Written notice of claim must be sent to US at our administrative office or to our agent within 20 days of the loss to an Insured. If notice cannot be given within that time, notice must be given as soon as reasonably possible but no more than 1 year after the date the loss commences. The notice must include the name of the Insured and beneficiary, if any. Notice must also include the policy number.
- B. Claim Forms: When We receive the notice of claim. We will send forms for filing proof of loss. If these forms are not furnished within 15 days, the claimant will meet the proof of loss within the time limit stated in Section V.C. of this Policy.
- C. Proof of Loss: Written proof of loss must be filed with Us within 90 days after the date of such loss. If it was not reasonably possible to give written proof in the time required, We will not reduce or deny the claim for this reason if the proof is filed as soon as reasonably possible. In all cases, except legal incapacity, the proof required must be filed no later than 1 year from the 90-day period stated above.
- D. Time of Payment Claim: After We receive written proof of loss, We will immediately pay the benefits for which this Policy provides payments.
- E. Payment of Claims; Change of Beneficiary: We will pay all benefits to the Insured. Any benefits unpaid at the death of the Insured will be paid to the Insured's beneficiary; if no beneficiary is designated, benefits will be paid to the Insured's estate. The right to change of beneficiary or beneficiaries shall not requisite to surrender or assignment of this Policy or to any change of beneficiary or beneficiaries, or to any other changes in this Policy.

If the Insured directs, and unless the Insured later requests otherwise in writing no later than the time of filing proof of loss, We may pay all or a portion of benefits payable under this Policy directly to the provider rendering the services. Service need not be rendered by a particular Hospital or person.

- F. Physical Examinations: At Our expense, We have the right to: 1) have any Insured examined as often as reasonably necessary while a claim is pending; and 2) perform an autopsy in case of death where it is not forbidden by law.

#### V. OTHER CONDITIONS

- A. Legal Action: No legal action may be brought to recover on this Policy until 60 days after written proof of loss has been given as required by this Policy. No such action may be brought after 3 years from the time written proof of loss is required to be given.
- B. Non-Participating: This Policy is non-participating; it does not share in Our profits or surplus.
- C. Misstatement of Age: If the age of the Renter has been misstated, the benefits under this Policy will be the same.
- D. THIS POLICY DOES NOT APPLY IF THE RENTER CONVERTS THE RENTAL VEHICLE FROM THE LESSOR. THE RENTER WILL BE DEEMED TO HAVE CONVERTED THE RENTAL VEHICLE FROM THE LESSOR WHEN THE RENTAL VEHICLE IS NOT RETURNED TO THE LESSOR BY THE RETURN DATE SHOWN IN THE RENTAL AGREEMENT.

THIS IS YOUR POLICY.  
PLEASE READ YOUR POLICY CAREFULLY.

PLEASE KEEP IT IN A SAFE PLACE.

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

<b>FACTS</b>	<b>WHAT DOES THE 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.	
<b>Reasons we can share your personal information</b>	<b>Does Chubb share?</b>	<b>Can you limit this sharing?</b>
<b>For our everyday business purposes</b> – such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
<b>For our marketing purposes</b> – to offer our products and services to you	Yes	No
<b>For joint marketing with other financial companies</b>	Yes	No
<b>For our affiliates' everyday business purposes</b> – information about your transactions and experiences	Yes	No
<b>For our affiliates' everyday business purposes</b> – information about your creditworthiness	No	We don't share
<b>For our affiliates to market to you</b>	No	We don't share
<b>For nonaffiliates to market to you</b>	No	We don't share
<b>Questions?</b>	Call 1-800-258-2930 or go to <a href="https://www2.Chubb.com/us-en/privacy.aspx">https://www2.Chubb.com/us-en/privacy.aspx</a>	

<b>Who is providing this notice?</b>		The Chubb Group. A list of these companies is located at the end of this document.
<b>What we do</b>		
<b>How does Chubb Group protect my personal information?</b>	<p>To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.</p> <p>We restrict access to personal information to our employees, affiliates' employees, or others who need to know that information to service the account or to conduct our normal business operations.</p>	
<b>How does Chubb Group collect my personal information?</b>	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> <li>▪ apply for insurance or pay insurance premiums</li> <li>▪ file an insurance claim or provide account information</li> <li>▪ give us your contact information</li> </ul> <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>	
<b>Why can't I limit all sharing?</b>	<p>Federal law gives you the right to limit only</p> <ul style="list-style-type: none"> <li>▪ sharing for affiliates' everyday business purposes – information about your creditworthiness</li> <li>▪ affiliates from using your information to market to you</li> <li>▪ sharing for nonaffiliates to market to you</li> </ul> <p>State laws and individual companies may give you additional rights to limit sharing. See below for more on your rights under state law.</p>	
<b>Definitions</b>		
<b>Affiliates</b>	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>▪ Our affiliates include those with a Chubb name and financial companies, such as Westchester Fire Insurance Company and Great Northern Insurance Company.</li> </ul>	
<b>Nonaffiliates</b>	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>▪ Chubb does not share with nonaffiliates so they can market to you.</li> </ul>	
<b>Joint Marketing</b>	<p>A formal agreement between nonaffiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> <li>▪ Our joint marketing partners include categories of companies such as banks.</li> </ul>	

### **Other important information**

**For Insurance Customers in AZ, CA, CT, GA, IL, MA, ME, MN, MT, NV, NC, NJ, OH, OR, and VA only:**

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

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

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

### **Chubb Group Companies Providing This Notice**

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

## Chubb Group

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

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

This notice is effective as of June 15, 2018.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(1) When required by law.

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

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

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

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

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



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

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

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

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

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

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

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

## **II. Rights of Individuals**

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

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

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

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

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

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

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

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

"*Designated Record Set*" includes the medical records and billing records about individuals maintained by or for a covered health care provider; enrollment, payment, billing, claims adjudication and case or medical management record systems maintained by

or for a health plan; or other information used in whole or in part by or for the covered entity to make decisions about individuals. Information used for quality control or peer review analyses and not used to make decisions about individuals is not in the designated record set.

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

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

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

### C. Right to Amend PHI

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

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

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

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

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

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

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

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

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

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

### F. Note About Personal Representatives

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

- A power of attorney for health care purposes, notarized by a notary public;
- A court order of appointment of the person as the conservator or guardian of the individual; or

- An individual who is the parent of a minor child.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## V. Contact Information

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

## VI. Chubb Group Legal Entities

The following is a list of the Chubb Group 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.