



ACE A&H Division offers worldwide travel assistance services to employees, students and their eligible dependents or other individuals covered under its accident and sickness insurance plans. These services are provided by ACE's Assistance Provider and are not insured benefits. Your insurance plan may provide for reimbursement of some or all service expenses based on the terms and conditions of the policy of insurance you have purchased.

## Eligibility for Services

Employees, students and their eligible dependents, if covered under an ACE Accident & Sickness policy, are eligible for services during the policy term subject to the limitations listed below. Emergency Medical Services and Emergency Travel Services are available only if a covered person is traveling at least 100 miles away from his or her legal residence or outside of his or her home country or country of permanent assignment. Access to the ACE Travel Assistance Website ([www.acetravelassistance.net](http://www.acetravelassistance.net)) and Pre-trip information services are available at any time. Security assistance services are available if a covered person is traveling outside of his or her home country, country of permanent assignment or residence.

## 24-Hour Access

ACE Insured's can reach the multilingual response center to confirm coverage and obtain access to available services by calling toll-free or direct dial by facsimile or by e-mail 24 hours a day, 365 days a year.

The following is a brief summary of services available:

## EMERGENCY MEDICAL SERVICES

- Medical Monitoring

When notified of a Medical Emergency resulting from a covered accident or emergency sickness, ACE's Assistance Provider's multilingual staff will, in their judgment it is appropriate, attempt to contact local attending medical personnel to get a better understanding of the covered person's condition. If appropriate, ACE's Assistance Provider will monitor the covered person's condition and remain in communication with his or her family, subject to applicable privacy laws, until the medical problem is resolved.

- Medical Referrals

Upon request, ACE's Assistance Provider will use its best efforts to provide the names, addresses and telephone numbers of doctors, hospitals, dentists, and dental clinics in the area where the covered person is traveling. ACE's Assistance Provider will also attempt to confirm the availability of the provider, ascertain required payments that a covered person will be required to pay and make an appointment for a covered person with the medical provider of his or her choice.

In a serious Medical Emergency, the covered person is advised to first try to arrange for immediate emergency assistance through local sources and then call ACE's Assistance Provider. ACE's Assistance Provider is neither responsible for determining the appropriate medical specialty for handling the covered person's condition, nor does it provide medical diagnosis or treatment. We cannot guarantee the quality of the medical services provider or the medical facility. The final selection of a local doctor or medical facility is the right and responsibility of the covered person.

- Emergency Medical Payments, Medical Expense Guarantee, Hospital Admission Guarantee

When it is necessary to obtain Emergency medical services for a covered person, ACE's Assistance Provider will, arrange a payment guarantee to cover on-site medical and hospital expenses. If it is necessary to provide a guarantee of payment to a medical provider, or to make arrangements to pay in local currency, ACE's Assistance Provider will provide funds for emergency payments to cover on-site medical and hospital



## ATTENTION

**In the event of a medical emergency  
call ACE's Travel Assistance  
Services immediately**

### 24-Hour Access

**1-855-327-1414 Toll-Free  
1-630-694-9764 Direct Dial**

Call when:

- You require a referral to a hospital or doctor
- You are hospitalized
- You need to be evacuated or repatriated
- You need to guarantee payment for medical expenses
- You experience local communication problems
- Your safety is threatened by the sudden occurrence of a political or military event

When you call ACE's Travel Assistance Services, please be prepared with the following information:

1. Name of caller, phone no., fax no., relationship to Covered Person;
2. Covered Person's name, age, sex and policy number;
3. A description of the Covered Person's condition;
4. Name, location, and telephone number of hospital;
5. Name and telephone numbers for the treating doctor; where and when the doctor can be reached;
6. Health insurance information, worker's compensation, or automobile insurance information if the Covered Person had an accident.

"Covered Person" means the person insured under the applicable ACE policy.

By requesting assistance you agree to assign to us your rights to recover from any of your responsible insurers any expenses we incurred.

## ATTENTION Medical Personnel or Police

In the event of a medical emergency, our Assistance Provider will provide the services on the card below. To verify eligibility call the multi-lingual call center 24 hours a day toll free at 1-855-327-1414; or direct dial at 1-630-694-9764.

In addition to the insurance protection provided by your insurance plan, ACE USA has arranged with our Assistance Provider to provide you with access to its travel assistance services around the world. These services include:

- **Medical Assistance** including referral to a doctor or medical specialist, medical monitoring when you are hospitalized, emergency medical evacuation to an adequate facility, medically necessary repatriation and return of mortal remains.
- **Personal Assistance** including pre-trip medical referral information and while you are on a trip: emergency medication, embassy and consular information, lost document assistance, emergency message transmission, emergency cash advance, emergency referral to a lawyer, translator or interpreter access, verifies medical benefits and assists with medical claims process.
- **Travel Assistance** including emergency travel arrangements, arrangements for the return of your traveling companion or dependents and vehicle return.
- **Security Assistance** including a crisis hotline and on the ground security assistance to help address safety concerns or to secure immediate assistance while traveling as well as access to a secure, web-based system for tracking global threats and health or location based risk intelligence.

This information provides you with a brief outline of the services available to you. These services are not insured benefits. Reimbursement for any service expenses is limited to the terms and conditions of the policy under which you are insured. You may be required to pay for services not covered. A third party vendor may provide services to you. Our Assistance Provider makes every effort to refer you to appropriate medical and other service providers. It is not responsible for the quality or results of service provided by independent providers.

In all cases, the medical provider, facility, legal counsel or other professional service provider suggested by ACE's Assistance Provider are not employees or agents of our Assistance Provider and the choice of provider is yours alone. ACE's Assistance Provider assumes no liability for the services provided to you under this arrangement, nor is it liable for any negligence or other wrongful acts or omissions of any of the legal or health care professionals providing services to you. Travel assistance services are not available if your coverage under the policy is not in effect.

## ACE TRAVEL ASSISTANCE PROGRAM

**For medical referrals, evacuation, repatriation or other services please call:**

ACE Travel Assistance Program  
1-855-327-1414 (Toll-Free)  
1-630-694-9764 (Direct Dial)  
medassist-usa@axa-assistance.us

Visit [www.acetravelassistance.net](http://www.acetravelassistance.net) for access to global threat assessments and location based intelligence.

Username: medassist-usa@axa-assistance.us  
Password: acea&h



**Organization:** Massachusetts State Universities  
**Policy Number:** ADDN10892892  
**Assistance Provider:** AXA Assistance USA, Inc.

AXA provides emergency medical and travel services and pre-trip information services. Please call when:

- You require a referral to a hospital or doctor
- You are hospitalized
- You need to be evacuated or repatriated
- You need to guarantee payment for medical expenses
- You experience local communication problems
- Your safety is threatened by the sudden occurrence of a political or military event

expenses. This payment is limited to the maximum benefit allowable under the policy. ACE's Assistance Provider will work with you or the covered person's family to guarantee any amount required in excess of policy limits.

- Emergency Medical Transport, Medical Evacuation or Repatriation

In the event of a Medical Emergency and upon request of a doctor designated by ACE's Assistance Provider in consultation with a local attending Doctor, ACE's Assistance Provider will arrange and pay for transportation under medical supervision to a different hospital or treatment facility or repatriation to the covered person's place of residence for treatment if it is determined to be medically necessary. As part of a medical evacuation, ACE's Assistance Provider will also make all necessary arrangements for ground transportation to and from the hospital, as well as pre-admission arrangements, where possible, at the receiving hospital. Payment for these services is limited to the maximum benefit allowable under the Policy.

All medical decisions (such as the medical need for evacuation, medical equipment and the medical personnel to be used) and decisions regarding the final destination will be made by ACE's Assistance Provider's designated doctors in consultation with a local attending doctor based on medical factors. Their decisions shall be conclusive in determining the need for such services. Should you decide to make these arrangements without the assistance of ACE's Assistance Provider, we cannot be held liable for the services rendered or the cost. Any bills received for services arranged without ACE's Assistance Provider will be reviewed and processed in accordance with the lesser of the actual cost or the cost for the services had ACE's Assistance Provider made all of the arrangements.

- Dispatch of a Doctor or Specialist

If, based on the information available, a covered person's condition cannot be adequately assessed to evaluate the need for transport or evacuation, ACE's Assistance Provider will dispatch a doctor or specialist to the covered person's location to make an assessment. ACE's Assistance Provider will pay for the cost of the doctor's or specialist's travel and the services provided on location up to the maximum benefit allowable under the policy.

- Repatriation of Remains

In the event of a covered person's death while on a covered trip, ACE's Assistance Provider will arrange for and pay for all necessary expenses (including government authorization and documentation, requirements of the local authorities to transport the remains and a container appropriate for transportation) related to the repatriation of the remains to the covered person's place of residence for burial. Payment for these services is limited to the maximum benefit allowable under the policy. Should you decide to make these arrangements without the assistance of ACE's Assistance Provider, we cannot be held liable for the services rendered or the cost. Any bills received for services arranged without ACE's Assistance Provider will be reviewed and processed in accordance with the lesser of the actual cost or the cost of the services had ACE's Assistance Provider made all arrangements.

- Family Reunion Travel Arrangements

ACE's Assistance Provider will coordinate emergency travel arrangements for family members to join a hospitalized covered person or to accompany the covered person's mortal remains to the covered person's place of residence. Payment for these services is the responsibility of the traveling family member unless paid for by you or covered under the policy.

- Escort Transportation

If it is reasonably possible for a family member or companion traveling with the covered person to accompany the covered person during a medical evacuation, repatriation or repatriation of remains, ACE's Assistance Provider will make the necessary arrangements for the trip. Payment for these services is the responsibility of the traveling family member or companion unless paid by for you or covered under the policy.

- Return of Dependent Children

If a covered person who is traveling alone with dependent children under age 26 is hospitalized, and the dependent children are left unattended, ACE's Assistance Provider will arrange for the children's return

home with an appropriate escort, if necessary. Any return tickets for the children must be exchanged for the new travel arrangements. Payment for these services is the responsibility of the covered person's family unless paid for by you or covered under the policy.

- Return of a Traveling Companion

If a covered person's traveling companion's trip is delayed and previously made travel arrangements are lost due to the covered person's Medical Emergency, at the option of the traveling companion, ACE's Assistance Provider will arrange for the traveling companion's new travel arrangements to his or her return destination or the next destination on the trip itinerary. Payment for these services is the responsibility of the traveling companion unless covered under the policy.

- Visit of a Family Member or Friend

If a covered person is traveling alone and must be hospitalized for more than five (5) consecutive days, ACE's Assistance Provider will make travel arrangement for one family member or one friend designated by the covered person from his or her home to the place where the covered person is hospitalized. Payment for these services is the responsibility of the traveling family member or friend unless covered under the policy.

- Replacement of Medication or Eyeglasses

If a covered person has an unexpected need for prescription medication while traveling; loses, forgets, or runs out of prescription medication or breaks, loses, or has eyeglasses stolen while traveling, ACE's Assistance Provider will attempt to locate the medication, eyeglasses or their equivalent and attempt to arrange for the covered person to obtain it locally, where it is available or to have it shipped to him or her, subject to local laws, if it is not available locally. Payment for the prescription medication, eyeglasses or any shipping expense is the covered person's responsibility unless covered under the policy.

## **SECURITY EVACUATION SERVICES**

- Political and Natural Disaster

In the event of a covered evacuation event and upon the request of the covered person, ACE's Assistance Provider, in consultation with their designated security consultant will arrange and pay for the transportation of a covered person to the nearest place of safety.

Insurance benefits, if applicable, will not be payable unless ACE's Assistance Provider authorizes all expenses in advance and these services are provided by our designated security consultant. Neither ACE's Assistance Provider nor the security consultant is responsible for the availability of transportation services. When an evacuation is impractical due to hostile or dangerous conditions the designated security consultant will make every effort to maintain contact until evacuation is possible.

Payment for these services is limited to the maximum benefit, if any, shown in the insurance policy.

- Consultation Services

ACE's Assistance Provider will provide access to a crisis hotline and security assistance center to discuss any safety concerns about travel locations or to secure immediate assistance while traveling.

Payment for consultation services is the responsibility of the group sponsor or the covered person.

## **EMERGENCY TRAVEL SERVICES**

- Emergency Message Relay

A covered person may send and receive emergency messages toll-free 24 hours a day through ACE's Assistance Provider's Response Center. This service is staffed by multilingual professionals and is available to a covered person to contact relatives, friends and business associates. This service offers unlimited usage as long as messages are related directly to an emergency situation.

- **Emergency Travel Arrangements**

ACE's Assistance Provider will make new reservations for airlines, hotels and other travel related services in the event of an emergency or unexpected need for a covered person to return home prior to the scheduled return date.

- **Emergency Cash**

ACE's Assistance Provider will deliver emergency funds to a covered person provided there is satisfactory guarantee of reimbursement. The method of delivery of emergency funds will vary according to the need in a given situation. A satisfactory guarantee of reimbursement is the ability to debit a covered person's valid credit or debit card in the amount required and a written guarantee of payment signed by the covered person.

- **Legal Assistance/Bail**

ACE's Assistance Provider will assist a covered person with locating local attorneys and will advance bail funds, where permitted by law and with satisfactory guarantee of reimbursement. A satisfactory guarantee of reimbursement is the ability to debit covered person's valid credit or debit card in the amount required and a written guarantee of payment signed by the covered person.

- **Location of Lost Items**

ACE's Assistance Provider will assist a covered person with arrangements to replace or forward copies of lost or stolen documents, including passports, drivers licenses and credit cards, as well as assist with procedures to file loss reports and to recover lost or stolen articles.

- **Interpretation/Translation**

The multilingual staff at the ACE's Assistance Provider's Response Center, will assist a covered person with foreign language and interpretation problems over the telephone or shall refer them to a certified translator, if required. Payment for these services is the responsibility of the person requesting the services if not covered under the policy.

## **INFORMATION SERVICES**

ACE clients and travelers will have access to a secure, web-based system for tracking global threats and receiving location based risk intelligence including:

- Up-to-the-minute travel alerts regarding political instability, civil unrest, disease outbreaks, crime patterns and worldwide terrorism news.
- Real-time country-specific trip briefs for intended travel destinations, including any safety and security issues for that city region or country, helpful security tips, plus any security precautions that should be adopted to avoid those risks.
- Country-specific health information including trip preparation advice and preferred medical facilities around the world.
- U.S. State Department Travel Warnings
- Online ability to locate preferred providers, obtain contact information for such providers, as well as their specialties and practices.

The following pre-trip information will be available to a covered person before they depart and while traveling on a covered trip:

- **Visa, Passport, and Inoculation Requirements**

ACE's Assistance Provider will provide information on the visa, inoculation, passport or immunization requirements of the foreign countries in which a covered person will be traveling.

- Cultural Information

ACE's Assistance Provider will provide information concerning cultural and other events, if available, in the area in which a covered person will travel.

- Temperature and Weather Conditions

ACE's Assistance Provider will provide a covered person with weather forecasts and temperatures for major cities around the world as well as domestic and international ski condition reports for major ski areas, if available.

- Embassy and Consular Referrals

ACE's Assistance Provider will provide a covered person with the address and telephone number of the nearest American Consulate or Embassy, as appropriate.

- Foreign Exchange Rates

ACE's Assistance Provider will provide information about foreign exchange rates between the U.S. dollar and most major currencies. The rates are updated Monday through Friday and may vary slightly from rates posted by local financial institutions. The rates provided by ACE's Assistance Provider are meant as general guidelines.

### Limitations

Payment for services rendered or the costs incurred by ACE's Assistance Provider on behalf of a covered person will be reimbursed by ACE to the extent covered under the policy. To the extent these services or any advanced payments are not covered under the policy, the Policyholder or the covered person will be responsible for payment. ACE reserves the right to recover any amounts paid outside of the policy limits from any third party who would otherwise be responsible for payment in the absence of the policy benefits.

All services must be arranged and approved by ACE's Assistance Provider to be covered under the Policy.

All travel arrangements will be economy fare for the most direct route available based on the traveler's designation. No deviations are allowed.

Some countries may present political or other obstacles that may render assistance services difficult or impossible to guarantee. ACE's Assistance Provider is not responsible for informing a covered person whether a country is "open" for assistance services prior to his or her departure or during his or her stay.

ACE's Assistance Provider reserves the right to suspend, curtail or limit its services in any areas in the event of rebellion, riot, insurrection, military uprising, war, terrorism, labor disputes, strikes, nuclear accidents, acts of God or refusal of the authorities to allow full access to provide services. Should a covered person travel in any area in which any of these events have occurred, ACE's Assistance Provider will endeavor to provide services to the best of its ability.

### IMPORTANT NOTICE

In all cases, the medical provider, facility, legal counsel or other professional service provider suggested by ACE's Assistance Provider are not employees or agents of ACE's Assistance Provider and the choice of provider is a covered person's alone. ACE's Assistance Provider assumes no liability for the services provided to a covered person under this arrangement, nor is it liable for any negligence or other wrongful acts or omissions of any of the legal or health care professionals providing services to a covered person.



ACE American Insurance Company  
(A Stock Company)  
Philadelphia, PA 19106

## Notice

**DATE:**

**POLICYHOLDER:**

**POLICY NUMBER:**

**POLICY EFFECTIVE DATE:**

**POLICY TERM:**

**THE ATTACHED POLICY FORM(S) REPLACES THE FORM(S) PREVIOUSLY ISSUED TO THE POLICYHOLDER PROVIDING THESE BENEFITS AND WILL GOVERN ANY CLAIMS ARISING UNDER THE POLICY.**



## ACE GROUP OF COMPANIES U.S. PRIVACY NOTICE

FACTS	WHAT DOES THE ACE GROUP OF COMPANIES DO WITH YOUR PERSONAL INFORMATION?
Why?	Insurance companies choose how they share your personal information. Federal and state law gives consumers the right to limit some but not all sharing. Federal and state law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
What?	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> <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>
How?	All insurance companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons insurance companies can share their customers' personal information; the reasons the ACE Group chooses to share; and whether you can limit this sharing.

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

Questions?	Call 1-800-352-4462 or go to <a href="http://www.acegroup.com/us-en/contact-us/general-inquiry-form.aspx">www.acegroup.com/us-en/contact-us/general-inquiry-form.aspx</a>
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<b>Who we are</b>	
<b>Who is providing this notice?</b>	The ACE Group of Companies. A list of these companies is located at the end of this document.
<b>What we do</b>	
<b>How does ACE 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 ACE 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 an ACE name and financial companies, such as Westchester Fire Insurance Company and ESIS, Inc.</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>• ACE 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 CA, CT, GA, IL, MA, ME, MN, MT, NC, NJ, OH, OR, and VA only:** Under state law, you have the right see the personal information about you that we have on file. To see your information, write ACE US Customer Services, P.O. Box 1000, 436 Walnut Street, WA04B, Philadelphia, PA 19106. ACE USA may charge a reasonable fee to cover the costs of providing this information. If you think any of the information is wrong, 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 1-800-352-4462, emailing us at [info@acegroup.com](mailto:info@acegroup.com), or writing to P.O. Box 1000, 436 Walnut Street, WA04B, Philadelphia, PA 19106. You are being provided this notice under Nevada state law. In addition to contacting ACE, 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.

**ACE Group of Companies legal entities**

ACE Group of Companies use the names: ACE American Insurance Company, ACE Fire Underwriters Insurance Company, ACE Insurance Company of the Midwest, ACE Property and Casualty Insurance Company, Atlantic Employers Insurance Company, Bankers Standard Fire and Marine Company, Bankers Standard Insurance Company, Century Indemnity Company, Illinois Union Insurance Company, Indemnity Insurance Company of North America, Insurance Company of North America, Pacific Employers Insurance Company, Westchester Fire Insurance Company, Westchester Surplus Lines Insurance Company, ESIS, Inc., Combined Insurance Company of America, Combined Life Insurance Company of New York, Penn Millers Insurance Company, Agri General Insurance Company

# ACE Group of Companies

## 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 September 23, 2013.

The ACE 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. Also, disclosure is permitted to funeral directors, consistent with applicable law, as necessary to carry out their duties with respect to the decedent.
- (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: ACE US Customer Services, 436 Walnut Street, Philadelphia, PA 19106, 1-800-352-4462.

### 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: ACE US Customer Services, 436 Walnut Street, Philadelphia, PA 19106, 1-800-352-4462.

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: ACE US Customer Services, 436 Walnut Street, Philadelphia, PA 19106, 1-800-352-4462.

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: ACE US Customer Services, 436 Walnut Street, Philadelphia, PA 19106, 1-800-352-4462.

#### 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: ACE US Customer Services, 436 Walnut Street, Philadelphia, PA 19106, 1-800-352-4462.

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.

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: ACE US Customer Services, 436 Walnut Street, Philadelphia, PA 19106, 1-800-352-4462.

### VI. ACE Group of Companies Legal Entities

The ACE Group of Companies include the following: ACE American Insurance Company, ACE Property and Casualty Insurance Company, Illinois Union Insurance Company, ACE Fire Underwriters Insurance Company, Combined Insurance Company of America, Combined Life Insurance Company of New York. These companies are covered entities whose business activities include both covered and non-covered functions under HIPAA (i.e., hybrid entities) and are legally separate covered entities that are under common ownership or control (i.e., affiliated covered entity).



## Participating Organization Endorsement

This Endorsement form is made a part of the Policy to which it is attached as of the Effective Date shown above. If no Effective Date is shown, this form takes effect as of the Policy Effective Date shown in the Policy's Master Application. This form is subject to all of the terms, limitations and exclusions of the Policy except as they are changed by it.

**I.** This definition is added to the Definitions section of the Policy:

Participating Organization – means any individual, firm, corporation or other organization which meets these tests:

1. it elects coverage or elects to offer coverage under the Policy by completing a Participating Organization Application; and
2. its Application has been accepted by Us; and
3. it pays any required premium when due;

while coverage through the Participating Organization is available under the Policy.

**II.** This section is added to the Policy:

### **PARTICIPATING ORGANIZATION EFFECTIVE AND TERMINATION DATES**

**A. EFFECTIVE DATE.** A Participating Organization's coverage under the Policy begins on the later of:

1. the Participating Organization Effective Date shown in the Participating Organization Application on the first day of the Policy Term at the address of the Participating Organization shown in the Participating Organization Application; or
2. the Policy Effective Date shown in the Master Application.

**B. TERMINATION DATE.** We may terminate the Participating Organization's coverage under the Policy by giving 31 days advance notice in writing to the Participating Organization. Either We or the Participating Organization may terminate the Participating Organization's coverage under the Policy on any premium due date by giving 31 days advance written notice to the other party. The Participating Organization's coverage under the Policy may also, at any time, be terminated by the mutual written consent of Us and the Participating Organization.

A Participating Organization's coverage terminates automatically on the first of these dates:

1. the Participating Organization Termination Date shown on the Participating Organization Application; or
2. the premium due date if any required premiums are not paid when due; or
3. the date the Policy terminates.



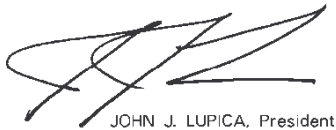
III. This language applies to each Amendment form attached to the Policy:

Any Amendment form applies only to accidents that occur on or after the later of:

1. the effective date of each such form; or
2. the effective date of the Participating Organization's coverage under the Policy.

Each such form applies to a Participating Organization's coverage only if the Participating Organization has elected the coverage described in the form as shown in the Participating Organization Application.

Signed for ACE American Insurance Company in Philadelphia, Pennsylvania.



JOHN J. LUPICA, President



REBECCA L. COLLINS, Secretary



ACE American Insurance Company  
 (A Stock Company)  
 Philadelphia, PA 19106

# Participating Organization Application

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

**1. Identification of Policyholder:**

Name of Policyholder: Trustee of ACE USA Accident & Health Insurance Trust  
 Address of Policyholder: Washington, D.C.  
 Policy Number: ADD N10892892

**2. Identification of Participating Organization:**

Name of Participating Organization: Massachusetts State Universities  
 Address of Participating Organization: 1 Ashburton Place  
 Suite 1401  
 Boston, MA 02108

**3. Classification of Eligible Persons:**

Class 1 All active registered domestic and international full-time students whose names are kept on file with and who are enrolled in academic courses offered by the Policy Holder.

**4. Participating Organization Riders and/or Endorsements:**

The following Riders and/or Endorsements, if any, are attached to and made part of the Participating Organization’s coverage under the Policy as of the Participating Organization Effective Date. Each Endorsement and Amendment is subject to all provisions, limitations and exclusions of the Policy that are not specifically modified by the Rider and/or Endorsement.

FORM NO.	DESCRIPTION
AH-10051a	Participation Organization Endorsement

**5. Participating Organization Coverage:**

**Covered Activities:**

Class 1 Educational Travel without Personal Deviation

**Benefits:** Accidental Death & Dismemberment

**Additional Benefits:** Emergency Medical Evacuation Benefit  
Repatriation of Remains Benefit

**6. Premiums:** \$5,000 minimum deposit subject to audit -  
\$5.00 per student per year (applied to all Students)

Such Premiums are due and payable in the following manner: The Applicant agrees to pay, in advance, the required Premium for these coverages.

**7. Participating Organization's Policy Term:** September 1, 2015 to September 1, 2016

II. The undersigned Participating Organization hereby elects the Blanket Accident Insurance Benefits provided by ACE American Insurance Company as outlined on this Participating Organization Application. It is agreed that this Application for Insurance Benefits replaces any prior application made for the same coverage

**WARNING: IT IS A CRIME TO PROVIDE FALSE OR MISLEADING INFORMATION TO AN INSURER FOR THE PURPOSE OF DEFRAUDING THE INSURER OR ANY OTHER PERSON. PENALTIES INCLUDE IMPRISONMENT AND/OR FINES. IN ADDITION, AN INSURER MAY DENY INSURANCE BENEFITS IF FALSE INFORMATION MATERIALLY RELATED TO A CLAIM WAS PROVIDED BY THE APPLICANT.**

\_\_\_\_\_  
Signed for the Participating Organization

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signed by Licensed Resident Agent  
(Where Required by Law)



ACE American Insurance Company  
 (A Stock Company)  
 Philadelphia, PA 19106

# Blanket Accident Policy

**POLICYHOLDER:** Trustee of the ACE USA Accident & Health Insurance Trust on behalf of the Participating Organization

**PARTICIPATING ORGANIZATION:** Massachusetts State Universities

**POLICY NUMBER:** ADD N10892892

**POLICY EFFECTIVE DATE:** September 1, 2015

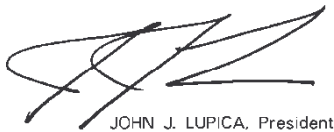
**POLICY TERM:** September 1, 2015 to September 1, 2016

**STATE OF DELIVERY:** District of Columbia

This Policy takes effect at 12:00 a.m. (midnight) at the Participating Organization's address on the Policy Effective Date shown above. It will remain in effect for the duration of the Policy Term shown above if the premium is paid according to the agreed terms. This Policy terminates at 12:00 a.m. (midnight) at the Participating Organization's address, on the last day of the Policy Term unless the Participating Organization and We agree to continue coverage under this Policy for an additional Policy Term. If coverage is continued for an additional Policy Term and the required premiums are paid on or before the Premium Due Date, We will issue an amendment to identify the new Policy Term.

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

Signed for ACE American Insurance Company in Philadelphia, Pennsylvania.

  
 JOHN J. LUPICA, President

  
 REBECCA L. COLLINS, Secretary

**THIS IS A BLANKET ACCIDENT INSURANCE POLICY. IT PAYS BENEFITS FOR SPECIFIC LOSSES FROM ACCIDENT ONLY. BENEFITS ARE NOT PAID FOR LOSS DUE TO SICKNESS. PLEASE READ THE POLICY CAREFULLY.**

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## SCHEDULE OF BENEFITS

**PREMIUM DUE DATE:** On or before the Policy Effective Date, and subsequently, on the Renewal Date, if the Policy is renewed for an additional term.

**AGGREGATE LIMIT:**

Benefit Maximum: per Covered Accident: \$1,000,000

We will not pay more than the Benefit Maximum for all Accidental Death & Dismemberment losses per Covered Accident. If, in the absence of this provision, We would pay more than Benefit Maximum for all losses from one Covered Accident, then the benefits payable to each person with a valid claim will be reduced proportionately, so the total amount We will pay is the Benefit Maximum.

**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.

Class 1 All active registered domestic and international full-time students whose names are kept on file with and who are enrolled in academic courses offered by the Policy Holder.

\*Dependents are not eligible for Coverage under this Policy.

## SCHEDULE OF NAMED AFFILIATES

<u>Name</u>	<u>Effective Date</u>
Berkshire	09/01/2015
Bristol	09/01/2015
Bunker Hill	09/01/2015
Cape Cod	09/01/2015
Greenfield	09/01/2015
Holyoke	09/01/2015
Mass bay	09/01/2015
Massasoit	09/01/2015
Middlesex	09/01/2015
Mount Wachusett	09/01/2015
North Shore	09/01/2015
Northern Essex	09/01/2015
Quincy	09/01/2015
Quinsigamond	09/01/2015
Roxbury	09/01/2015
Springfield Tech	09/01/2015

**PLAN BENEFITS & COVERED ACTIVITIES:**

Accidental Death & Dismemberment Benefits

Class 1 Principal Sum	\$10,000
	Educational Travel without Personal Deviation

**Emergency Medical Evacuation Benefit**

Benefit Maximum:	\$50,000
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**Repatriation of Remains Benefit**

Benefit Maximum:	\$50,000
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**INITIAL PREMIUM RATES:**

\$5,000 minimum deposit subject to audit - \$5.00 per student per year (applied to all Students)

## 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 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 directly and independently of all other causes in a loss or Injury covered by the Policy for which benefits are payable.

**“Covered Activity”** means any activity in which a Covered Person must be engaged when a Covered Accident occurs in order to be eligible for benefits under the Policy. These Covered Activities are listed in the *Schedule of Benefits* and described in the Hazards section of the Policy.

**“Covered Loss” or “Covered Losses”** means an accidental death, dismemberment, or other Injury covered under the Policy.

**“Covered Person”** means any eligible person, including Dependents if eligible for coverage under the Policy, for whom the required premium is paid. If the cost for this insurance is paid for by the Policyholder, individual applications are not required for an eligible person to be a Covered Person.

**“Dependent”** means an Insured’s lawful spouse or an Insured’s unmarried child, from the moment of birth to age 19, 25 if a full-time student, who is chiefly dependent on the Insured for support. A child, for eligibility purposes, includes an Insured’s natural child; adopted child, beginning with any waiting period pending finalization of the child’s adoption; or a stepchild who resides with the Insured or depends on the Insured for financial support. A Dependent may also include any person related to the Insured by blood or marriage and for whom the Insured is allowed a deduction under the Internal Revenue Code.

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 Insured for support and maintenance. The Insured must send Us satisfactory proof that the child meets these conditions, when requested. We will not ask for proof more than once a year.

**“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.

**“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) provides 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.

**“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 solely through external, violent and 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 a person in a Class of Eligible Persons for whom the required premium is paid making insurance in effect for that person.

**“Medical Emergency”** means a condition caused by an Injury or Sickness that manifests itself by symptoms of sufficient severity that a prudent lay person 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.

**“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) 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. We may consider the cost of the alternative to be the Covered Expense.

**“Sickness”** means an illness, disease or condition of the Covered Person that causes a loss for which a Covered Person incurs medical expenses while covered under this Policy. 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 he or she becomes eligible, if later. We maintain 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.

## **EFFECTIVE DATE OF INSURANCE**

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

If an Eligible Person is not in Active Service on the date insurance would otherwise be effective, it will be effective on the date he or she returns to Active Service.

## **TERMINATION DATE OF INSURANCE**

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

1. the Policy terminates;
2. the Insured is no longer eligible; or
3. the period ends for which premium is paid.

Termination of the Policy will not affect Trip coverage, if premium for the Trip is paid prior to the actual start of the Trip.

## DESCRIPTION OF BENEFITS

The following Provisions explain the benefits available under the Policy. Please see the *Schedule of Benefits* for the applicability of these benefits on a class level.

### Accidental Death and Dismemberment Benefits

If Injury to the Covered Person results in any one of the losses shown below within 365 days from the date of a Covered Accident, We will pay the Benefit Amount shown below for that loss. The Principal Sum is shown in the *Schedule of Benefits*. If multiple losses occur, only one Benefit Amount, the largest, will be paid for all losses due to the same Covered Accident.

### Schedule of Covered Losses

<b>Covered Loss</b>	<b>Benefit Amount</b>
Life.....	100% of the Principal Sum
Two or more Members.....	100% of the Principal Sum
Quadriplegia .....	100% of the Principal Sum
One Member.....	50% of the Principal Sum
Hemiplegia.....	50% of the Principal Sum
Paraplegia .....	50% of the Principal Sum
Thumb and Index Finger of the Same Hand .....	25% of the Principal Sum
Uniplegia.....	25% of the Principal Sum

“Quadriplegia” means total Paralysis of both upper and lower limbs. “Hemiplegia” means total Paralysis of the upper and lower limbs on one side of the body. “Uniplegia” means total Paralysis of one lower limb or one upper limb. “Paraplegia” means total Paralysis of both lower limbs or both upper limbs. “Paralysis” means total loss of use. A Doctor must determine the loss of use to be complete and not reversible at the time the claim is submitted.

“Member” means Loss of Hand or Foot, Loss of Sight, Loss of Speech and Loss of Hearing. “Loss of Hand or Foot” means complete Severance through or above the wrist or ankle joint. “Loss of Sight” means the total, permanent Loss of Sight of one eye. “Loss of Speech” means total and permanent loss of audible communication that is irrecoverable by natural, surgical or artificial means. “Loss of Hearing” means total and permanent Loss of Hearing in both ears that is irrecoverable and cannot be corrected by any means. “Loss of a Thumb and Index Finger of the Same Hand” means complete Severance through or above the metacarpophalangeal joints of the same hand (the joints between the fingers and the hand). “Severance” means the complete separation and dismemberment of the part from the body.

**Age Reduction Schedule.** The amount payable for a loss will be reduced if a Covered Person is age 70 or older on the date of the Covered Accident causing the loss. The amount payable for the Covered Person’s loss is a percentage of the amount that would otherwise be payable, as shown below.

AGE ON DATE OF COVERED ACCIDENT	PERCENTAGE OF BENEFIT AMOUNT OTHERWISE PAYABLE
70-74	65%
75-79	45%
80-84	30%
85 and older	15%

Premium for a Covered Person age 70 or older is based on 100% of the coverage that would be in effect if the Covered Person were under age 70. "Age" as used above refers to the age of the Insured on his or her most recent birthday.

### **Emergency Medical Evacuation Benefit**

We will pay Emergency Medical Evacuation Benefits as shown in the Schedule of Benefits for Covered Expenses incurred for the medical evacuation of a Covered Person. Benefits are payable up to the Benefit Maximum shown in the Schedule of Benefits if the Covered Person:

1. suffers a Medical Emergency during the course of the Trip;
2. requires Emergency Medical Evacuation; and
3. is traveling 100 miles or more away from his or her place of permanent residence.

#### **Covered Expenses:**

1. **Medical Transport:** expenses for transportation under medical supervision to a different hospital, treatment facility or to the Covered Person's place of residence for Medically Necessary treatment in the event of the Covered Person's Medical Emergency and upon the request of the Doctor designated by Our assistance provider in consultation with the local attending Doctor.
2. **Dispatch of a Doctor or Specialist:** the Doctor's or specialist's travel expenses and the medical services provided on location, if, based on the information available, a Covered Person's condition cannot be adequately assessed to evaluate the need for transport or evacuation and a doctor or specialist is dispatched by Our service provider to the Covered Person's location to make the assessment.
3. **Return of Dependent Child(ren):** expenses to return each Dependent child who is under age 18 to his or her principal residence if a) the Covered Person is age 18 or older; and b) the Covered Person is the only person traveling with the minor Dependent child(ren); and c) the Covered Person suffers a Medical Emergency and must be confined in a Hospital.
4. **Escort Services:** expenses for an Immediate Family Member or companion who is traveling with the Covered Person to join the Covered Person during the Covered Person's emergency medical evacuation to a different hospital, treatment facility or the Covered Person's place of residence.

Benefits for these Covered Expenses will not be payable unless:

1. the Doctor ordering the Emergency Medical Evacuation certifies the severity of the Covered Person's Medical Emergency requires an Emergency Medical Evacuation;
2. all transportation arrangements made for the Emergency Medical Evacuation are by the most direct and economical conveyance and route possible;
3. the charges incurred are Medically Necessary and do not exceed the charges for similar transportation, treatment, services or supplies in the locality where the expense is incurred; and
4. do not include charges that would not have been made if there were no insurance.

Benefits will not be payable unless We (or Our authorized assistance provider) authorize in writing, or by an authorized electronic or telephonic means, all expenses in advance, and services are rendered by Our assistance provider. In the event the Covered Person refuses to be medically evacuated, we will not be liable for any medical expenses incurred after the date medical evacuation is recommended.

### **Repatriation of Remains Benefit**

We will pay Repatriation of Remains Benefits as shown in the Schedule of Benefits for preparation and return of a Covered Person's body to his or her home if he or she dies as a result of a Medical Emergency while traveling 100 miles or more away from his or her place of permanent residence. Covered expenses include:

1. expenses for embalming or cremation;
2. the least costly coffin or receptacle adequate for transporting the remains;
3. transporting the remains.
4. Escort Services: expenses for an Immediate Family Member or companion who is traveling with the Covered Person to join the Covered Person's body during the repatriation to the Covered Person's place of residence.

All transportation arrangements must be made by the most direct and economical route and conveyance possible and may not exceed the Covered Expenses for similar transportation in the locality where the expense is incurred.

Benefits will not be payable unless We (or Our authorized assistance provider) authorize in writing, or by an authorized electronic or telephonic means, all expenses in advance, and services are rendered by Our assistance provider.

## **HAZARDS INSURED AGAINST**

We will pay benefits described in this Policy when a Covered Person suffers a loss or Injury as a result of a Covered Accident during one of the Covered Activities listed in the *Schedule of Benefits*. We will only pay benefits if the Insured is engaged in one of the hazards described below when the Covered Accident occurs. Unless otherwise specified, We pay benefits only once for any one Covered Accident, even if it is covered by more than one hazard.

### **Educational Travel not including Personal Deviation**

The Covered Accident must take place while traveling:

1. away from the Policyholder's premises; and
2. engaging in educational activities sponsored by the Policyholder.

This coverage will start at the actual start of the trip. It does not matter whether the trip starts at the Covered Person's home, place of work, or other place. It will end on the first of the following dates to occur:

1. the date a Covered Person returns to his or her home;
2. the scheduled trip return date; or
3. the date a Covered Person's makes a Personal Deviation.

"Personal Deviation" means:

1. an activity that is not reasonably related to the Covered Activity; and
2. not incidental to the purpose of the trip.

## EXCLUSIONS

We will not pay benefits for any loss or Injury 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.
- a Covered Accident that occurs while on active duty service in the military, naval or air force of any country or international organization. Upon Our receipt of proof of service, We will refund any premium paid for this time. Reserve or National Guard active duty training is not excluded unless it extends beyond 31 days.
- sickness, disease, bodily or mental infirmity, bacterial or viral infection, or medical or surgical treatment thereof, except for any bacterial infection resulting from an accidental external cut or wound or accidental ingestion of contaminated food.
- piloting or serving as a crewmember in any aircraft (except as provided by the Policy).
- commission of, or attempt to commit, a felony.
- the Covered Person being legally intoxicated as determined according to the laws of the jurisdiction in which the Injury occurred.
- riding in any aircraft except as a fare-paying passenger on a regularly scheduled or charter airline.
- commission of or active participation in a riot or insurrection.
- an accident if the Covered Person is the operator of a motor vehicle and does not possess a valid motor vehicle operator's license.
- Injury or loss contributed to the use of any drug or narcotic, except as prescribed by a Doctor.

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 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 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 our records indicate the Insured designated for these plan benefits. If no named beneficiary or surviving beneficiary is on record with Us or Our authorized agent, death proceeds will be paid to the beneficiary the Insured has designated under the Group Life Insurance Policy issued to the Policyholder and in effect at the time of the Insured's death.

If there is no named beneficiary or surviving beneficiary on record under the Group Life Insurance Policy issued to the Policyholder or with us or Our authorized agent, We pay benefits in equal shares to the first surviving class of the following: 1) Spouse; 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 Insured 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.

If a Covered Loss is suffered by a Covered Person who resides outside of the United States, its territories and possessions and in a Country where the Company is not permitted to provide insurance without a License, the Company will pay benefits under the Policy to the Policyholder, who:

1. will hold such payment in trust for the sole use and benefit of the insured person or his or her beneficiary or other person to whom such benefits are payable ("Payee"); and
2. will remit such payment to the Payee in accordance with applicable law.

Any such payment the Company makes to the Policyholder is a full discharge of the Company's liability for the claim for which payment is made.

"Country" includes any political jurisdiction that independently regulates the licensing of insurance companies.

"License" or "Licensed" means with respect to any Country, authorized or otherwise permitted in accordance with applicable law to conduct the business of accident and sickness insurance in such Country.

**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 Insured 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.

**Assignment:** At the request of the Insured or his or her parent or guardian, if the Insured is a minor, medical benefits may be paid to the provider of service. Any payment made in good faith will end our liability to the extent of the payment.

**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 this 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.

## ADMINISTRATIVE PROVISIONS

**Premiums:** The premiums for this 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. Any federal or state law or regulation is amended to the extent it affects Our benefit obligation.
4. There is a change in the market factors or factors bearing on the risk assumed.

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. 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.

## 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 shown on page 1 of the Policy. We may terminate this Policy by giving 31 days advance notice in writing (or authorized electronic or telephonic means) to the Policyholder. The Policyholder may terminate this Policy on any Premium Due Date by giving 31 days advance written (or authorized electronic or telephonic) notice to Us. This Policy terminates automatically on the earlier of: 1) the last day of the Policy Term; or 2) the Premium Due Date if Premiums are not paid when due. Termination takes effect at 12:00 a.m. (midnight) at the Policyholder's address on the date of termination.

**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.

**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 this Policy, any provision that is in conflict with the laws in the state where it is issued is amended to conform to the minimum requirements of such laws.

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