



ACE American Insurance Company  
A Stock Company  
Philadelphia, PA 19106

# Individual Student Travel Policy

This is a legal contract between ACE American Insurance Company and the Insured. This Policy is made up of the Benefit Schedule, Application and any attached Riders or Endorsements. It is issued in consideration of the payment of the required premium. We will pay benefits according to the terms and conditions of coverage described in this Policy.

**THIS POLICY PROVIDES LIMITED BENEFITS FOR TRAVEL RELATED INSURANCE ONLY.  
THERE IS NO COVERAGE FOR SICKNESS EXCEPT AS SPECIFIED.  
PLEASE READ THIS POLICY CAREFULLY.**

**THIS IS A NON-RENEWABLE POLICY.**  
**This Policy is issued for a single term as stated in the Schedule.**

## **TEN DAY RIGHT TO EXAMINE POLICY**

The Insured has the right to return this Policy to Us within 10 days of receipt, and to have the premium refunded if, after examination, the Insured is not satisfied with this Policy for any reason.

## **IMPORTANT NOTICE**

**Please read the copy of the application attached to this Policy. Carefully check the Application and write to Us at the address shown above within 10 days, if any information shown on it is not correct and complete, or if any past medical history has been left out of the Application. The Application is a part of the Policy and the Policy was issued on the basis that the answers to all questions and the information shown on the Application are correct and complete.**

This Policy is governed by the laws of the state of Florida.

Signed for ACE AMERICAN INSURANCE COMPANY at Philadelphia, Pennsylvania.

**THIS POLICY CONTAINS AN EXCESS PROVISION.**  
**THIS POLICY CONTAINS A DEDUCTIBLE PROVISION.**

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## 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 Benefit Schedule.

**“Covered Accident”** means an accident that occurs while coverage is in force for an Insured and results directly and independently of all other causes in a loss or Injury covered by the Policy for which benefits are payable.

**“Covered Expenses”** means expenses actually incurred by or on behalf of an Insured for treatment, services and supplies covered by this Policy. Coverage under this Policy must remain continuously in force from the date of the Covered Accident or 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.

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

**“Deductible”** means the dollar amount of Covered Expenses that must be incurred as an out-of-pocket expense by each Insured on a per Covered Accident or Sickness basis before Medical Expense Benefits and any other Additional Benefits paid on an expense incurred basis, are payable under this Policy.

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

**“Home Country”** means a country from which the Insured holds a passport. If the Insured holds passports from more than one country, his or her Home Country will be that country which the Insured has declared to Us in writing as his or her Home Country.

**“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 solely for drug addicts, alcoholics, or the aged or any separate ward of the Hospital.

**“Immediate Family Member”** means a person who is related to the Insured in any of following ways: spouse; parent (includes stepparent); child age 18 or older (includes legally adopted and step child); brother or sister (includes stepbrother or stepsister); parent-in-law; son- or daughter-in-law; and brother- or sister-in-law.

**“Injury”** means accidental bodily harm sustained by a Insured from a Covered Accident which is the direct cause, independent of disease or bodily infirmity, of the covered loss. 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 the person who applies for coverage and pays the required premium.

**“Medical Emergency”** means a condition caused by an Injury or 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.

**“Medically Necessary”** means a treatment, service or supply that is: 1) required to treat an Injury or Sickness; prescribed or ordered by a Doctor or furnished by a Hospital; 2) performed in the least costly setting required by the Insured’s condition; and 3) 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.

**“Pre-existing Condition”** means – an illness, disease or other condition of the Insured, that in the 12-month period before the Insured’s coverage became effective under this 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 Doctor or treatment had been recommended by a Doctor.

**“Sickness”** means an illness, disease or condition of the Insured that causes a loss for which an Insured 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.

**“Trip”** means travel by air, land, or sea from the Insured’s Home Country or place of residence. It includes direct flight connections to join and depart an arranged Trip, provided such flights are scheduled to commence during the Insured’s Term of Coverage.

**“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.

**“We”, “Our”, “Us”** means the insurance company underwriting this insurance

## **EFFECTIVE DATE OF INSURANCE**

Insurance becomes effective on the latest of:

1. the Effective Date shown in the Benefit Schedule;
2. the date We receive the completed Application;
3. the date the required premium is paid;
4. the date of the actual scheduled Trip, provided We receive the completed Application and the required premium payment; or
5. the date and time the Insured starts his or her Trip.

## **TERMINATION DATE OF INSURANCE**

Insurance will end on the earliest of:

1. the Termination Date shown in the Benefit Schedule;
2. the date the period ends for which premium is paid;
3. the date the Insured returns to his or her Home Country or country of permanent residence (unless the Home Country Benefit is purchased); or
4. the date the Trip is completed; or,
5. the date of cancellation of the Trip covered by the Policy.

The Insured may cancel this Policy at any time for any reason. We will promptly refund any unearned premium paid for this Policy.

Termination of this Policy will not affect a claim for loss that occurs while this Policy is in effect.

## **TERM OF COVERAGE**

This coverage will start on the actual start of the Trip. It does not matter whether the Trip starts at the Insured's home, place of work, or other place. It will end on the first of the following dates to occur, as shown in the Schedule:

1. the date the Insured returns to his or her Home Country or country of permanent residence; or
2. the date the Trip is completed; or
3. the date of cancellation of the Trip covered by the Policy.

## **EXTENSION OF BENEFITS**

We will extend benefits under this Policy for 30 days after an Insured's coverage would otherwise end, if on that date he or she is:

1. Hospital confined for an Injury covered by this Policy; and
2. under a Doctor's care.

Any benefits payable under this provision will not exceed the benefit maximums shown in the Benefit Schedule.

## PREMIUMS PROVISIONS

**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.

**If Premium is paid Monthly, the following provision applies: Grace Period:** After the first Premium is paid, We will allow a Grace Period of 31 days for the payment of each subsequent Premium amount due. During the Grace Period this Policy will stay in force.

**Unpaid Premium:** Upon the payment of a claim under this Policy, any Premium due and unpaid will be deducted from such benefit payment.

## DESCRIPTION OF BENEFITS

The following Provisions explain the benefits available under this Policy.

### ACCIDENTAL DEATH AND DISMEMBERMENT BENEFIT

We will pay benefits if an Insured is injured in a Covered Accident and suffers one of the losses shown below within 365 days of a Covered Accident. If multiple losses occur, only one benefit amount, the largest, will be paid for all losses due to the same accident.

Covered Loss	Benefit Amount
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.

Exposure and Disappearance: Coverage includes exposure to the elements after the forced landing, stranding, sinking, or wrecking of a vehicle the Insured was traveling.

An Insured is presumed dead, if

1. he or she is in a vehicle that disappears, sinks or is stranded or wrecked on a covered Trip; and
2. the body is not found within one year of the Covered Accident.

### **MEDICAL EXPENSE BENEFIT**

We will pay Medical Expense Benefits for Covered Expenses that result directly, and from no other cause, from a Covered Accident or Sickness. These benefits are subject to the Deductibles, Coinsurance Rates, Benefit Maximums and other terms or limits shown in the Benefit Schedule.

Medical 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 receives; and
3. for which the initial treatment for the covered Injury or Sickness was received within the Time Period for Loss shown in the Benefit Schedule.

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

#### **Covered Medical Expenses**

1. Hospital semi-private room and board (or room and board in an intensive care unit); Hospital ancillary services (including, but not limited to, use of the operating room or emergency room); treatment rendered in an ambulatory surgical center
2. Services of a Doctor or a registered nurse (R.N.)
3. Ambulance service to or from a Hospital
4. Laboratory tests
5. Radiological procedures
6. Anesthetics and their administration
7. Blood, blood products, artificial blood products, and the transfusion thereof
8. Physiotherapy
9. Chiropractic expenses on an inpatient or outpatient basis
10. Medicines or drugs administered by a Doctor or that can be obtained only with a Doctor's written prescription
11. Dental charges for Injury to sound, natural teeth
12. Emergency medical treatment of pregnancy
13. Therapeutic termination of pregnancy
14. Artificial limbs or eyes (not including replacement of these items)
15. Casts, splints, trusses, crutches, and braces (not including replacement of these items or dental braces)
16. Oxygen or rental equipment for administration of oxygen
17. Rental of a wheelchair or hospital-type bed
18. Rental of mechanical equipment for treatment of respiratory paralysis
19. Mental and Nervous Disorders: limited to one treatment per day. "Mental and Nervous Disorders" means neurosis, psychoneurosis, psychopathy, psychosis, or mental or emotional disease or disorder of any kind

- 20. Pregnancy and childbirth
- 21. New Born Nursery Care

In addition to the Policy Exclusions, We will not pay Medical Expense Benefits for any loss, treatment or services resulting from or contributed to by:

- 1. routine physicals and care of any kind.
- 2. routine dental care and treatment.
- 3. routine nursery care.
- 4. cosmetic surgery, except for reconstructive surgery needed as the result of an Injury.
- 5. Mental and nervous disorders (unless otherwise provided in the Policy).
- 6. pregnancy or childbirth (unless otherwise provided in the Policy). This does not apply if treatment is required as a result of a Medical Emergency.
- 7. eye refractions or eye examinations for the purpose of prescribing corrective lenses or for the fitting thereof; eyeglasses, contact lenses, and hearing aids.
- 8. services, supplies, or treatment including any period of Hospital confinement which is not recommended, approved, and certified as Medically Necessary and reasonable by a Doctor, or expenses which are non-medical in nature.
- 9. treatment or service provided by a private duty nurse.
- 10. treatment by any Immediate Family Member or member of the Insured's household.
- 11. expenses incurred during travel for purposes of seeking medical care or treatment.
- 12. medical expenses for which the Insured would not be responsible to pay for in the absence of the Policy. Expenses incurred for services provided by any government Hospital or agency, or government sponsored-plan for which, and to the extent that, the Insured is eligible for reimbursement.
- 13. any treatment provided under any mandatory government program or facility set up for treatment without cost to any individual.
- 14. custodial care.
- 15. services or expenses incurred in the Insured's Home Country.
- 16. elective treatment, exams or surgery; elective termination of pregnancy.
- 17. expenses for services, treatment or surgery deemed to be experimental and which are not recognized and generally accepted medical practices in the United States.
- 18. expenses payable by any automobile insurance policy without regard to fault.
- 19. organ or tissue transplants and related services.
- 20. Injury or Sickness for which benefits are paid or payable under any Workers' Compensation or Occupational Disease Law or Act, or similar legislation, whether United States federal or foreign law.
- 21. Pre-Existing Conditions, except as provided by the Policy
- 22. Injury sustained while participating in club, intramural, intercollegiate, interscholastic, professional or semi-professional sports.
- 23. Injury caused by or resulting from travel in or on any off-road motorized vehicle not requiring licensing as a motor vehicle, or a motor vehicle not designed primarily for use on public streets or highways.
- 24. Injury resulting from off-road motorcycling; scuba diving; jet, snow or water skiing; mountain climbing (where ropes or guides are used); sky diving; amateur automobile racing; automobile racing or automobile speed contests; bungee jumping; spelunking; white water rafting; surfing; or parasailing.
- 25. sexually transmitted diseases or immune deficiency disorders and related conditions. This exclusion does not apply to the care or treatment 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.



## **EMERGENCY MEDICAL EVACUATION BENEFIT**

We will pay Emergency Medical Evacuation Benefits as shown in the Benefit Schedule for expenses incurred for the medical evacuation of an Insured. Benefits are payable, if the Insured:

1. is traveling outside of his or her Home Country;
2. is traveling outside of 100 miles away from home;
3. suffers a Medical Emergency during the course of the Trip; and
4. requires Emergency Medical Evacuation.

In the event the Insured has been confined in a Hospital for at least 7 consecutive days due to a covered Injury or Sickness and following an Emergency Medical Evacuation, where the attending Doctor believes it would be beneficial for the Insured to have a person chosen by the Insured at his or her side, We will pay the expenses incurred for travel and lodging for that person, up to the cost of round-trip economy airfare.

Benefits will not be payable unless:

1. the Doctor ordering the Emergency Medical Evacuation certifies the severity of the Insured'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 usual level of 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.

"Emergency Medical Evacuation" means:

1. the Insured's immediate transportation from the place where he or she suffers Medical Emergency to the nearest Hospital or other medical facility where appropriate medical treatment can be obtained; or
2. the Insured's transportation to his or her Home Country to obtain further medical treatment in a Hospital or other medical facility or to recover after suffering an Injury.

"Medical Emergency" means a condition caused by an Injury or 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.

"Sickness" means an illness, disease or condition of the Insured that causes a loss for which an Insured 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.

"Emergency Medical Evacuation" means the Insured's: 1) immediate transportation from the place where he/she suffer an Injury or Emergency Sickness to the nearest Hospital or other medical facility where appropriate medical treatment can be obtained; or 2) transportation to his/her Home Country to obtain further medical treatment in a Hospital or other medical facility or to recover after suffering an Injury or an Emergency Sickness.

“Emergency Sickness” means a sickness of such a nature that failure to get immediate medical care could put the person’s life in danger or cause serious harm to the person’s bodily functions.

An Emergency Medical Evacuation also includes medical treatment, medical services and medical supplies necessarily received in connection with such transportation.

Benefits will not be payable unless We authorize in writing, or by an authorized electronic or telephonic means, all expenses in advance.

### **EMERGENCY REUNION BENEFIT**

We will pay expenses incurred to have one of the Insured’s Immediate Family Member accompany him or her to Insured’s Home Country or Hospital where the Insured is confined, if:

1. the Emergency Medical Evacuation Benefit is payable under the Policy; and
2. Insured is alone outside of his or her Home Country; and
3. the place of confinement is away from the Insured’s Home Country.

In addition, We will pay the reasonable expenses incurred for lodging and meals of the Insured’s Immediate Family Member for a period not to exceed 10 days.

This benefit will not exceed the lesser of:

1. the cost of a one round-trip economy airfare ticket and other local travel related expenses; or
2. the reasonable expenses incurred for lodging and meals of the Insured’s Immediate Family Member for a period of 10 days.
3. the Reunion Benefit Maximum shown in the Benefit Schedule.

We must authorize all expenses in advance for any Reunion Benefits to be payable.

### **REPATRIATION OF REMAINS BENEFIT**

We will pay Repatriation of Remains Benefits as shown in the Benefit Schedule for preparation and return of an Insured’s body to his or her Home Country if he or she dies due to an Injury or Sickness.

Covered Expenses include, but are not limited to:

1. expenses for embalming or cremation;
2. the least costly coffin or receptacle adequate for transporting the remains;
3. transporting the remains by the most direct and least costly conveyance and route possible.

Benefits will not be payable unless We authorize in writing, or by an authorized electronic or telephonic means, all expenses in advance.

## EXCLUSIONS

We will not pay benefits for any Accidental Death and Dismemberment loss or Injury that is caused by, or results from:

1. riding in any aircraft except as a fare-paying passenger on a regularly scheduled or charter airline.
2. travel in any Aircraft owned, leased or controlled by the Policyholder, or any of its subsidiaries or affiliates. An Aircraft will be deemed to be "controlled" by the Policyholder, if the Aircraft may be used as the Policyholder wishes for more than 10 straight days, or more than 15 days in any year.
3. commission of or active participation in a riot or insurrection.
4. an accident if the Insured is the operator of a motor vehicle and does not possess a valid motor vehicle operator's license.
5. intentionally self-inflicted injury; suicide or attempted suicide.
6. war or any act of war, whether declared or not.
7. a Covered Accident that occurs while an Insured is on active duty service in the military, naval or air force of any country or international organization. Upon 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.
8. piloting or serving as a crewmember in any aircraft (unless otherwise provided in the Policy).
9. commission of, or attempt to commit, a felony.
10. 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 (Applicable to accident benefits only).

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 this Policy occurs. If notice cannot be given within that time, it must be given as soon as reasonably possible. This notice should identify the Insured 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, will proof of loss be accepted if it is 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.

**Crime Victims Provision:** If the Insured is a victim of a violent crime and it is determined that the Insured is eligible under the Florida Crimes Compensation Act, any deductible and coinsurance provision of this Policy will not apply. The Insured must provide Us with a copy of the written notification concerning his or her status received from the Office of the Attorney General, Division of Victim Services, State of Florida.

**Time Payment Of Claims:** Any benefits due will be paid when We receive written (or authorized electronic or telephonic) proof of loss. We will reimburse all claims or any portion of any claim from Insured or an Insured's assignees within 45 days after receipt of the claim. If We contest a claim, or portion of the claim, the Insured or the Insured's assignee will be notified, in writing, that the claim is contested or denied within 45 days of Our receipt of the claim. The notice of the contested claim will identify the portion of the claim contested and the reasons for contesting the claim. Upon Our receipt of the additional information requested from the Insured or the Insured's assignees, we will either pay or deny the contested claim, or portion of the contested claim, within 60 days. We will pay or deny any claim no later than 120 days after receipt of the claim. The payment date of the claim will be the date on the issued bank draft. All overdue payments shall bear simple interest at the rate of 10 percent per year.

**Payment Of Claims:** If the Insured dies, any death benefits or other benefits unpaid at the time of the Insured's death will be paid to the beneficiary. If no beneficiary is on record with Us or Our authorized agent, payment will be made to the first surviving class of the following to the Insured's:

1. spouse;
2. children, in equal shares (If a child is a minor, benefits will be paid to the legal guardian);
3. mother or father;
4. estate.

All other benefits due and not assigned will be paid to the Insured, if living.

Otherwise, the benefits may, at our option, be paid:

1. according to the beneficiary designation; or
2. to the Insured's estate.

If a benefit due is payable to:

1. the Insured's estate; or
2. the Insured or a beneficiary who is either a minor or is not competent to give a valid release for the payment,

We may pay any amount due to some other person. The other person will be one who we believe is entitled to the payment and who is related to the Insured or the beneficiary by blood or marriage. We will be relieved of further responsibility to the extent of any payment made in good faith.

We may pay benefits directly to any Hospital or person rendering covered services, unless the Insured requests otherwise in writing. The Insured must make the request no later than the time he or she files a written proof of loss.

**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. The beneficiary's consent is not required for this or any other change in the policy, unless the designation of the beneficiary is irrevocable. 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.

**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 Insured as often as is reasonably necessary. This section applies when a claim is pending or while benefits are being paid. We also have the right to request an autopsy in the case of death, unless the law forbids it. We will pay the cost of the examination or autopsy.

**Legal Actions:** No lawsuit or action in equity can be brought to recover on the Policy before 60 days following the date Proof of Loss was given to Us. No such action can be brought after expiration of the applicable statute of limitations from the time written Proof of Loss is required to be furnished.

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

1. A request for lump sum payment of the amount overpaid, or paid in error.
2. Reduction of any proceeds payable under this Policy by the amount overpaid, or paid in error.
3. Taking any other action available to Us.

**Subrogation:** We may recover any benefits paid under this Policy to the extent an Insured is paid for the same Injury or Sickness by a third party, another insurer, or the Insured's uninsured

motorists insurance. We may only be reimbursed to the amount of the Insured's recovery. Further, We have the right to offset future benefits payable to the Insured under this Policy against such recovery.

We may file a lien in an Insured's action against the third party and have a lien on any recovery that the Insured receives whether by settlement, judgment, or otherwise, and regardless of how such funds are designated. We shall have a right to recovery of the full amount of benefits paid under this Policy for the Injury or Sickness, and that amount shall be deducted first from any recovery made by the Insured. We will not be responsible for the Insured's attorney's fees or other costs.

Upon request the Insured must complete the required forms and return them to Us or Our authorized agent. The Insured must cooperate fully with Us or Our representative in asserting its right to recover. The Insured will be personally liable for reimbursement to Us to the extent of any recovery obtained by the Insured from any third party. If it is necessary for Us to institute legal action against the Insured for failure to repay Us, the Insured will be personally liable for all costs of collection, including reasonable attorneys' fees.

## GENERAL PROVISIONS

**Entire Contract; Changes:** The Policy (including any endorsements or amendments) and the signed application of the Insured (if any) are the entire contract. Any statements made by the Insured 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. A copy of the signed application will be furnished to the Insured.

**Non-Disclosure:** For the first two years from the Effective Date of this Policy, any material misstatement, non-disclosure or concealment, whether or not such are innocent or fraudulent, in relation to any matter affecting this Insurance shall render this Policy voidable at Our option.

**Fraudulent Claims:** The making by the Insured of any fraudulent claims shall render this Policy null and void from the Effective Date and all claims under this Policy shall be forfeited.

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

**Payment of Premium:** Coverage is not effective unless the required premium has been paid.

**Conformity With State Statutes:** Any provision of this policy which, on its effective date, is in conflict with the statutes of the state in which the Insured resides on such date is hereby amended to conform to the minimum requirements of such statutes.

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

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

## SCHEDULE

The data entered below is subject to the applicable provisions of the Policy in accordance with the Benefits/Coverages provided.

Policy Number:	GLM N14285878
Effective Date:	See Participant ID Card
Termination Date	See Participant ID Card
Name of Insured:	See Participant ID Card
Address:	See Participant ID Card
City, State and Zip Code:	, ,

## OUTBOUND BENEFIT SCHEDULE

### **COMPREHENSIVE PLAN**

#### **Accidental Death and Dismemberment Benefit**

Principal Sum:	\$10,000
Time Period for Loss:	365 days
Covered Losses:	Accidental Death, Dismemberment, Speech & Hearing, Paralysis

#### **Medical Expense Benefit**

Total Maximum for all Medical Expense Benefits:	\$250,000
Deductible:	\$0
Co-insurance Rate:	100% to Policy Maximum
Incurral Period:	30 days from the date of covered Injury or commencement of Sickness
Maximum Benefit Period:	The earlier of 52 weeks or the date the Insured returns to his or her Home Country
Maximum for Room & Board Charges:	\$750 per day
Maximum for ICU Room & Board Charges:	\$1,000 per day
Maximum for injuries sustained as a result of a Covered motor vehicle accident:	\$10,000
Maximum for Pre-existing Conditions:	No Coverage
Maximum for Mental and Nervous Disorders:	
Inpatient Treatment:	Up to the Medical Expense Benefit Maximum
Inpatient Maximum:	30 days
Outpatient Treatment:	Up to the Medical Expense Benefit Maximum
Co-insurance Rate:	100%
Maximum for Dental Injury Only:	Up to the Medical Expense Benefit Maximum
Maximum for Therapeutic Termination	

of pregnancy:	\$500
Maximum for Chiropractic Services and Therapeutic Services:	\$500
Maximum Number of Visits:	\$50 per visit
Co-insurance	100%
Prescription Drugs Inpatient and Outpatient	100% of covered expenses
<b>Emergency Medical Evacuation Benefit</b>	
Benefit Maximum:	\$100,000
<b>Emergency Reunion Benefit</b>	
Benefit Maximum:	\$1,500
<b>Repatriation of Remains Benefit</b>	
Benefit Maximum:	\$50,000

**Premium Schedule**

**Premium Due Date:** As shown on the confirmation page  
**Amount:** As shown on the confirmation page





ACE American Insurance Company  
A Stock Company  
Philadelphia, PA 19106

# Individual Student Travel Policy

This is a legal contract between ACE American Insurance Company and the Insured. This Policy is made up of the Benefit Schedule, Application and any attached Riders or Endorsements. It is issued in consideration of the payment of the required premium. We will pay benefits according to the terms and conditions of coverage described in this Policy.

**THIS POLICY PROVIDES LIMITED BENEFITS FOR TRAVEL RELATED INSURANCE ONLY.  
PLEASE READ THIS POLICY CAREFULLY.**

**THIS IS A NON-RENEWABLE POLICY.**  
**This Policy is issued for a single term as stated in the Schedule.**

## **TEN-DAY RIGHT TO EXAMINE POLICY**

The Insured has the right to return this Policy to Us within 10 days of receipt, and to have the premium refunded if, after examination, the Insured is not satisfied with this Policy for any reason.

☐ **If the box is checked, the Application is attached to this Policy.**

## **IMPORTANT NOTICE**

**Please read the copy of the application attached to this Policy. Carefully check the Application and write to Us at the address shown above within 10 days, if any information shown on it is not correct. The Application is a part of this Policy and this Policy was issued on the basis that the answers to all questions and the information shown on the Application are correct and complete.**

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

Signed for ACE AMERICAN INSURANCE COMPANY at Philadelphia, Pennsylvania.

**THIS POLICY MAY CONTAIN A DEDUCTIBLE PROVISION.**

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## 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 Benefit Schedule.

**“Covered Expenses”** means expenses actually incurred by or on behalf of an Insured for services covered by this Policy. A Covered Expense is deemed to be incurred on the date such service or supply, that gave rise to the expense or the charge, was rendered or obtained.

**“Deductible”** means the dollar amount of Covered Expenses that must be incurred as an out-of-pocket expense by each Insured before Benefits paid on an expense incurred basis are payable under this Policy.

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

**“Home Country”** means a country from which the Insured holds a passport. If the Insured holds passports from more than one country, his or her Home Country will be that country which the Insured has declared to Us in writing as his or her Home Country.

**“Immediate Family Member”** means a person who is related to the Insured in any of following ways: spouse; parent (includes stepparent); child age 18 or older (includes legally adopted and step child); brother or sister (includes stepbrother or stepsister); parent-in-law; son- or daughter-in-law; and brother- or sister-in-law.

**“Injury”** means accidental bodily harm sustained by a Insured from a Covered Accident which is the direct cause, independent of disease or bodily infirmity, of the covered loss. 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 the person who applies for coverage and pays the required premium.

**“Pre-existing Condition”** means an illness, disease or other condition of the Insured, that in the 12-month period before the Insured’s coverage became effective under this 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 Doctor or treatment had been recommended by a Doctor.

**“Sickness”** means an illness, disease or condition of the Insured that causes a loss for which an Insured incurs expenses while covered under this Policy.

**“Travel Companion”** means a person traveling with the Insured who shares the Insured’s accommodations.

**“Trip”** means travel by air, land, or sea from the Insured’s Home Country or place of residence. It includes direct flight connections to join and depart an arranged Trip, provided such flights are scheduled to commence during the Insured’s Term of Coverage.

**“We”, “Our”, “Us”** means the insurance company underwriting this insurance

## EFFECTIVE DATE OF INSURANCE

Insurance becomes effective on the latest of:

1. the Effective Date shown in the Benefit Schedule;
2. the date We receive the completed Application;
3. the date the required premium is paid;
4. the date of the actual scheduled Trip, provided We receive the completed Application and the required premium payment; or
5. the date and time the Insured starts his or her Trip.

## TERMINATION DATE OF INSURANCE

Insurance will end on the earliest of:

1. the Termination Date shown in the Benefit Schedule;
2. the date the period ends for which premium is paid;
3. the date the Insured returns to his or her Home Country or country of permanent residence; or
4. the date the Trip is completed.

Termination of this Policy will not affect a claim for loss which occurs while this Policy is in effect.

## PREMIUMS PROVISIONS

**Payment of Premium:** The first Premium is due on the Policy Effective Date. If any premium is not paid when due, this Policy will be canceled as of the Premium Due Date, except as provided in the Policy Grace Period section.

**If Premium is paid Monthly, the following provision applies: Grace Period:** After the first Premium is paid, We will allow a Grace Period of 31 days for the payment of each subsequent Premium amount due. During the Grace Period this Policy will stay in force.

**Unpaid Premium:** Upon the payment of a claim under this Policy, any Premium due and unpaid will be deducted from such benefit payment.

**Non-Waiver of Premium:** Any Premium due under this Policy shall not be waived due to the payment of benefits or making of a claim under this Policy.

## **INSURING AGREEMENT**

We will provide the insurance described in this policy and its attachments in return for the premium and compliance with all applicable provisions of this policy.

## **EXCLUSIONS**

We will not pay benefits for any loss that is caused by or results from:

1. riding in any aircraft except as a fare-paying passenger on a regularly scheduled or charter airline.
2. travel in any aircraft owned, leased or controlled by the Insured. An aircraft will be deemed to be "controlled" by the Insured, if the aircraft may be used as the Insured wishes for more than 10 straight days, or more than 15 days in any year.
3. commission of or active participation in a riot or insurrection.
4. intentionally self-inflicted injury; suicide or attempted suicide.
5. war or any act of war, whether declared or not.
6. a loss that occurs while an Insured is on active duty service in the military, naval or air force of any country or international organization. Upon 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.
7. piloting or serving as a crewmember in any aircraft (unless otherwise provided in this Policy).
8. commission of, or attempt to commit, a felony.

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.

## POLICY PROVISIONS

**Entire Contract; Changes:** This Policy (including any endorsements or amendments) and the signed application of the Insured are the entire contract. Any statements made by the Insured 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 this Policy. No agent has authority to change or waive any part of this Policy.

**Agreement:** We will provide the insurance described in this policy in return for the premium and compliance with all applicable provisions of this policy.

**Loss Payment:** We will adjust all losses with the Insured. We will pay the Covered Person unless: 1) a claim has been paid by others; or 2) some other person is legally entitled to receive payment. Loss will be payable 20 days after We receive the Insured's proof of loss and: 1) reach an agreement with the Insured; 2) there is an entry of a final judgment (in this case, Loss will be payable within 60 days from and after the entry of the judgment, or in the case of an appeal from such judgment or decree, within 60 days from and after the affirmance of the judgment by the appellate court); or 3) there is a filing of an appraisal award with Us. If We do not pay the loss within the 20 day time period, or in the case of an entry of a final judgment, the 60 day time period, the amount of loss will be subject to interest of 12 percent per year from the date of the agreement; however, if the tender of payment is conditioned upon the execution of a release, the interest shall not begin to accrue until the executed release is tendered to Us.

The undisputed part of a claim will be paid within 20 days after We receive the proof of loss, even if other parts of the claim remain in dispute.

**Duties after Loss:** In case of a loss to covered property, We have no duty to provide coverage under this policy if the failure to comply with the following duties is prejudicial to us. These duties must be performed by a Insured seeking coverage or a representative of either:

- a. Give prompt notice to Us or Our authorized representative;
- b. Notify the police in case of loss by theft;
- c. Protect the property from further damage. If repairs to the property are required, the Insured must:
  - 1) Make reasonable and necessary repairs to protect the property; and
  - 2) Keep an accurate record of repair expenses.Such expenses will be paid by the Insured and Us in proportion to Our respective interests;
- d. Cooperate with Us in the investigation of a claim;
- e. Prepare an inventory of damaged property showing the quantity, description, actual cash value and amount of loss. Attach all bills, receipts and related document that justify the figures in the inventory.
- f. As often as We reasonably require:
  1. Show the damaged property;
  2. Provide Us with records and documents We request and permit Us to make copies;
  3. Submit to examination under oath, while not in the presence of another Insured, and sign the same;

4. Produce to the extent that it is within the Insured's power, members of his or her household or others so that they may be examined under oath.
5. Send to Us within 90 days after discovery of the loss, the signed, sworn proof of loss which sets forth to the best of his or her knowledge and belief:
  - a) The time and cause of loss;
  - b) The interests of all Insureds and all others in the property involved;
  - c) Other insurance which may cover the loss; and
  - d) The inventory of damaged property described above.

**Loss Payable Clause:** We will adjust any loss with the Insured.

**Appraisal:** If the Insured and We fail to agree on the amount of loss, either may make a written demand that the loss be set by appraisal. Within 10 days of receiving a written demand from the other, each party will:

- a) Choose a competent appraiser; and
- b) Notify the other of that choice.

The two appraisers will promptly choose a competent and impartial umpire. If an umpire cannot be agreed upon by the appraisers, the Insured or we can ask a judge of a court of record in the state of the Insured's residence to select an umpire. Not later than 15 days after the umpire has been chosen, unless the time period is extended by the umpire, each appraiser will separately state, in writing, the amount of loss. If the appraisers submit a written report of an agreement on the amount of loss to Us, that agreement will be binding. If the appraisers fail to agree, they will promptly submit their differences to the umpire. A decision agreed to, signed by one of the appraisers and the umpire, will be binding and set the amount of loss.

Each party will: a) pay its own counsel and adjuster fees; and b) bear those other expenses and fees which are incurred as a result of the appraisal, either in entirety or proportionality, as determined by the umpire.

**Suit Against Us:** No action can be brought against Us unless there has been full compliance with all of the terms of this policy and the action is started within 5 years from the date the Insured learned that the claim was denied.

**Changes in Policy:** No changes in this policy may be made except by Us in writing.

**Liberalization:** If We make a change which broadens coverage under this policy without additional premium change, that change will automatically apply to this insurance as of the date We implement the change in the Policyholder's state, provided that this implementation date falls within 60 days prior to or during the policy term stated on Page 1 of this policy.

This Liberalization Clause does not apply to changes implemented with a general program revision that includes both broadenings and restrictions in coverage, whether that general program revision is implemented through introduction of a) a subsequent edition of this policy; or b) an amendatory endorsement.

**Cancellation:**

1. The Insured may cancel this policy at any time by returning it to Us or by letting Us know in writing of the date cancellation is to take effect.



2. When this Policy has been in effect for 90 days or less, We may cancel immediately if there has been a material misstatement or misrepresentation or failure to comply with underwriting requirements.
3. We may also cancel this Policy subject to the following provisions. A written cancellation notice, together with the specific reasons for cancellation, will be delivered to You, or mailed to You at your mailing address shown in the Benefit Schedule.

Proof of mailing will be sufficient proof of notice.

- a. When You have not paid the premium, We may cancel at any time by letting You know at least 10 days before the date cancellation takes effect.
- b. When this Policy has been in effect for 90 days or less, We may cancel for any reason. Except as provided in Paragraph 2. above, We will let you know of our action at least 20 days before the date cancellation takes effect.
- c. When this Policy has been in effect for more than 90 days, We may cancel:
  - 1) If there has been a material misstatement;
  - 2) If the risk has changed substantially since the Policy was issued;
  - 3) In the event of failure to comply with underwriting requirements established by Us within 90 days of the effective date of coverage.

We will provide 45-days advanced notice of cancellation.

4. When this Policy is cancelled, the premium for the period from the date of cancellation to the expiration date will be refunded.
5. If the return premium is not refunded with the notice of cancellation or when this Policy is returned to Us, We will refund it within fifteen (15) working days after the date cancellation takes effect.

## **SCHEDULE**

The data entered below is subject to the applicable provisions of the Policy in accordance with the Benefits/Coverages provided.

Policy Number:

Effective Date:

Termination Date

Name of Insured:

Address:

City, State and Zip Code: , ,

The data entered below is subject to the applicable provisions of the Policy in accordance with the Benefits provided.

## **Personal Property and Financial Instrument Reimbursement Benefit**

### **Personal Property and Financial Instrument Reimbursement Benefit**

If an Insured sustains loss or damage to Personal Property or a Financial Instrument that is caused directly by a Covered Peril during his or her Trip, We will indemnify the Insured with respect to such loss or damage up to the maximum amount shown on the Schedule of Benefits after satisfaction of the Deductible. The Insured must take all reasonable precautions for the safety of any covered Personal Property and Financial Instruments. With respect to a covered loss, We will be entitled:

1. to take and keep possession of such property and to deal with salvage in a reasonable manner;
2. to repair or replace any property for which We have liability under this Benefit, at Our option. We will indemnify You for the actual cash value of the specific personal item claimed which is calculated on the basis of the depreciated standard and its average usable period.

### **Definitions**

“Covered Peril” means loss or damage caused by: fire, explosion, lightning, collision, theft (unless committed by the Insured), burglary or robbery.

“Personal Property” means personal goods belonging to the Insured or for which the Insured is responsible and are taken or acquired by the Insured during the Trip and the personal effects owned by any Insured for personal use, adornment, or amusement.

“Financial Instrument” means coins, banknote, postal and money orders, signed travelers and other checks, letters of credit, travel tickets and credit cards.

### **Exclusions**

We will not pay for:

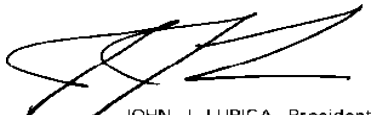
1. Vehicles (including aircraft and other conveyances) or their accessories or equipment.
2. Loss or damage due to:
  - a) Moth, vermin, insects or other animals;
  - b) wear and tear; atmospheric or climatic conditions or gradual deterioration or defective materials or craftsmanship;
  - c) Mechanical or electrical failure or inherent vice;
  - d) Breaking, marring, scratching, wet or dampness, spoilage, being discolored, mildew, rust, frost, steam, mishandling, improper packing, improper stowage or rough handling;
  - e) Any process of cleaning, restoring, repairing or alteration.
3. Any loss not reported to either the police or transport carrier.
4. Any loss due to confiscation or detention by customs or any other authority.
5. Loss or damage due to unexplained or mysterious disappearance.
6. Loss or damage due to theft unless reported to the police or competent authority.

In addition, We will not pay benefits for loss or damage caused by or resulting from loss or destruction of property resulting from any Insured voluntarily giving someone else possession of his or her property.

Additional exclusions that apply to this Benefit are shown in the Exclusions section of the Policy.

The benefit is subject to all terms, conditions, exclusions and limitations of the Policy.

Signed for ACE AMERICAN INSURANCE COMPANY at Philadelphia, Pennsylvania.



JOHN J. LUPICA, President



REBECCA L. COLLINS, Secretary

**CHUBB**

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

## **Trip Interruption Benefit**

### **Trip Interruption Benefit**

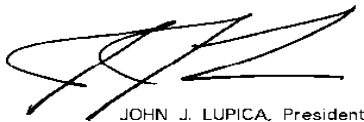
We will reimburse the cost of a one-way economy air or ground transportation ticket of an Insured's Trip, up to the Benefit Maximum shown in the Benefit Schedule, if his or her Trip is interrupted as the result of:

1. the death of a Family Member.
2. the unforeseen Injury or Sickness of the Insured or a Family Member. The Injury or Sickness must be so disabling as to reasonably cause a Trip to be interrupted.
3. substantial destruction of the Insured's principal residence by fire or weather related activity.
4. a Medically Necessary covered Emergency Medical Evacuation to return the Insured to his or her Home Country or to the area from which he or she was initially evacuated for continued treatment, recuperation and recovery of an Injury or Sickness.

"Family Member" means an Insured's parent, sister, brother, husband, wife, children, or grandparent.

The benefit is subject to all terms, conditions, exclusions and limitations of the Policy.

Signed for ACE AMERICAN INSURANCE COMPANY at Philadelphia, Pennsylvania.



JOHN J. LUPICA, President



REBECCA L. COLLINS, Secretary

# CHUBB GROUP U.S. PRIVACY NOTICE

FACTS	WHAT DOES THE CHUBB GROUP DO WITH YOUR PERSONAL INFORMATION?	
Why?	Insurance companies choose how they share your personal information. Federal and state law gives consumers the right to limit some but not all sharing. Federal and state law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.	
What?	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"><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 Chubb Group chooses to share; and whether you can limit this sharing.	
Reasons we can share your personal information	Does Chubb share?	Can you limit this sharing?
For our everyday business purposes – such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes – to offer our products and services to you	Yes	No
For joint marketing with other financial companies	Yes	No
For our affiliates’ everyday business purposes – information about your transactions and experiences	Yes	No
For our affiliates’ everyday business purposes – information about your creditworthiness	No	We don’t share
For our affiliates to market to you	No	We don’t share
For nonaffiliates to market to you	No	We don’t share
Questions?	Call 1-800-258-2930 or go to <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 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**

This 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.