

ACE Property & Casualty Insurance Company
 (A Stock Company)
 Philadelphia, PA 19106

INDIVIDUAL TRAVEL PROTECTION POLICY
Travel Essentials 365

IMPORTANT

This coverage is valid only if the appropriate plan cost has been paid.
 Please keep this document as your record of coverage under the plan.

PLEASE READ THIS DOCUMENT CAREFULLY!


This Policy is issued in consideration of your application and payment of the premium due. This Policy describes all of the travel insurance benefits underwritten by ACE Property & Casualty Insurance Company, 126 Walnut Street, Philadelphia, PA 19106.

This Policy is a legal contract between the Insured and the Company. If the Insured is a minor under the age of 18, the legal contract is between the parent or legal guardian of the minor and the Company. It is important that you read your Policy carefully. Please refer to the Schedule. It provides you with specific information about the insurance you purchased.

FIFTEEN DAY LOOK: You may cancel this insurance by giving the Company or the agent written notice within the first to occur of the following: (a) 15 days from the Effective Date of your insurance or (b) your first Scheduled Departure Date. If you do this, the Company will refund your premium paid provided no insured has filed a claim under this Policy.

Coverage may not be available in all states.

Signed for ACE Property & Casualty Insurance Company in Philadelphia, Pennsylvania.


 JOHN J LUPICA, President


 BRANDON PEENE, Secretary

Sample Document

Table of Contents

SCHEDULE OF BENEFITS.....2
 EFFECTIVE AND TERMINATION DATES.....3
 BENEFITS.....4
 DEFINITIONS.....12
 EXCLUSIONS AND LIMITATIONS.....16
 PAYMENT OF CLAIMS.....18
 GENERAL PROVISIONS.....21

Any payments under the policy will only be made in full compliance with all United States of America economic or trade sanction laws or regulations, including, but not limited to, sanctions, laws and regulations administered and enforced by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC"). Therefore, any expenses incurred, or claims made involving travel that is in violation of such sanctions, laws and regulations will not be covered under the policy. For more information, you may consult the OFAC internet website at <https://home.treasury.gov>.

Schedule of Benefits

All coverages are aggregate amounts which will diminish in value per paid claim during the Individual Coverage Term for Annual Plans.

Travel Benefits

Trip Cancellation.....	Trip Cost up to a maximum of \$2,500
Trip Interruption.....	100% of Trip Cost up to a maximum of \$2,500
Trip Delay.....	Maximum of \$150 per day up to \$1,000
Missed Connection.....	\$500
Security Evacuation.....	\$50,000

Baggage Benefits

Baggage & Personal Effects.....	\$2,000
Baggage Delay.....	Maximum of \$75 per day up to \$500

Medical Benefits

Accident & Sickness Medical Expense*.....	\$50,000
Dental.....	\$500
Physical Therapy.....	\$1,000
Emergency Evacuation & Repatriation of Remains*.....	\$500,000
Escort Maximum.....	\$25,000
Accidental Death & Dismemberment.....	\$50,000

*Trip must be overnight and Destination must be at least 100 miles from the Insured's Primary Residence.

Additional Benefits

Car Rental Collision.....	Maximum Limit of \$35,000
Deductible.....	\$250

Benefit amounts shown above are maximum limits per person.

Sample Document

Effective and Termination Dates

Annual Plan Effective Date: The annual plan will take effect at 12:01 a.m. Standard Time on the latest of the effective date specified on the application form.

Coverage Effective Date:

Trip Cancellation will be effective at 12:01 a.m. Standard Time on the date following payment to the Company of any required plan cost.

Car Rental Collision Coverage will take effect when the Insured arrives on the terminal premises and takes possession of the rental vehicle on the Contracted Departure Date.

All other coverages will begin on the later of:

1. 12:01 a.m. Standard Time on the scheduled Departure Date shown on the travel documents; or
2. the date and time the Insured starts his/her Trip.

If a Common Carrier, due to weather, offers early departure with no change fees within 2 days prior to the scheduled Departure Date shown on the travel documents then all other coverages will begin the date and time the Insured starts his/her Trip.

Annual Plan Termination Date:

Insurance elected by an Insured will end on the earlier/est of:

1. this Policy termination date, unless the Insured purchased this insurance prior to the date of termination;
2. 11:59 p.m. on the 364th day, or 365th day for leap year, from the date of the Insured's Annual Plan Effective Date;
3. the date the Insured requests, in writing, that the insurance be terminated; or
4. the date the last benefit is exhausted.

The Car Rental Collision Coverage will end when the car is returned on or before the Rental Return Date, or at 11:59 p.m. on the Rental Return Date if the car is not returned as specified on the rental agreement and the rental period has not been extended by the Insured.

Coverage Termination Date:

Trip Cancellation ends on the earlier/est of:

1. the cancellation of the Insured's Trip or
2. the date and time the Insured starts his/her Trip.

The Car Rental Collision Coverage will end when the car is returned on or before the Rental Return Date, or at 11:59 p.m. on the Rental Return Date if the car is not returned as specified on the rental agreement and the rental period has not been extended by the Insured.

All other benefits end on the earliest of:

1. the scheduled Return Date for a Trip;
2. the Insured's arrival at the Return Destination on a round Trip, or the Destination on a one-way Trip;
3. the date the Insured's Insurance terminate
4. the date the last benefit is exhausted.

Extension of Coverage:

All coverage except Trip Cancellation will be extended for a Trip covered by this plan, if the Insured's return is delayed by one of the Unforeseen events specified under Trip Interruption or Trip Delay.

This extension of coverage will end on the earliest of:

1. the date the Insured reaches his/her Return Destination; or
2. 7 days after the date a Trip was scheduled to be completed.
3. the date the Insured's insurance terminates.

Baggage Extension of Coverage: If an Insured's Baggage, passports, and visas are in the charge of a Common Carrier and delivery is delayed, coverage for Baggage & Personal Effects will be extended until the Common Carrier delivers the property to the Insured. This Extension does not include loss caused by the delay.

BENEFITS

TRIP CANCELLATION AND TRIP INTERRUPTION

The Company will reimburse the Insured a benefit, up to the Maximum Limit shown in the Schedule if an Insured cancels his/her Trip or is unable to continue on his/her Trip due to any of the following Unforeseen events:

1. Sickness, Injury or death of an Insured, Family Member, Traveling Companion, Business Partner or Host at Destination;
 - a) Sickness or Injury of an Insured, Traveling Companion, or Family Member traveling with the Insured must be so disabling as to reasonably cause a Trip to be canceled or interrupted or which results in medically imposed restrictions as certified by a Physician at the time of Loss preventing your continued participation in the Trip;
 - b) Sickness or Injury of a Family Member not traveling with the Insured must be because their condition is life-threatening, as certified by a Physician or they require the Insured's immediate care. Such disability must be so disabling as to reasonably cause a Trip to be canceled or interrupted and must be certified by a Physician;
 - c) Sickness or Injury of the Business Partner must be so disabling as to reasonably cause the Insured to cancel or interrupt the Trip to assume daily management of the business. Such disability must be certified by a Physician;
 - d) Sickness, Injury, death or hospitalization of the Insured's Host at Destination. A Physician must certify the Sickness or Injury.
2. Inclement Weather causing delay or cancellation of travel;
3. Strike causing complete cessation of travel services at the point of departure or Destination;
4. the Insured's Primary Residence being made Uninhabitable or inaccessible by Natural Disaster, vandalism or burglary;
5. the Insured's Destination being made Uninhabitable or inaccessible by flood, tornado, earthquake, volcanic eruption, fire, wildfire, or blizzard that is due to natural causes;
6. the Insured or Traveling Companion is subpoenaed, required to serve on a jury;
7. the Insured or Traveling Companion is called to active military service or military leave is revoked or reassigned;
8. Terrorist Incident in a City listed on the Insured's itinerary within 30 days of the Insured's scheduled arrival;
9. the Insured and/or Traveling Companion is directly involved in or delayed due to a traffic accident, substantiated by a police report, while en route to the Insured's Destination;
10. a named hurricane causing cancellation or interruption of travel to the Insured's Destination that is Inaccessible

or Uninhabitable. Claims are not payable if a hurricane is foreseeable prior to the Insured's effective date. A hurricane is foreseeable on the date it becomes a named storm. The Company will only pay the benefits for Losses occurring within 30 days after the named hurricane makes the Insured's Destination Uninhabitable or Inaccessible;

11. the Insured or a Traveling Companion being the victim of a Felonious Assault within 10 days prior to the Departure Date. No coverage is provided for Felonious Assault committed by another Insured, Family Member, Traveling Companion or Traveling Companion's Family Member; or
12. the Insured's or Traveling Companion's company is deemed to be unsuitable for business due to burglary, or Natural Disaster and the Insured or Traveling Companion is directly involved as a Key Employee of the disaster recovery team.

SPECIAL NOTIFICATION OF CLAIM

The Insured must notify the Company or its authorized representative as soon as reasonably possible in the event of a Trip Cancellation or Interruption claim. If the Insured is unable to provide cancellation notice within the required timeframe, the Insured must provide proof of the circumstance that prevented timely notification.

Trip Cancellation Benefits: The Company will reimburse the Insured for Forfeited pre-paid Trip Cost up to the Maximum Limit shown in the Schedule for Trips that are canceled prior to the scheduled Departure due to any of the Unforeseen events shown above.

Trip Interruption Benefits: The Company will reimburse the Insured up to the Maximum Limit shown in the Schedule for Trips that are interrupted due to the Unforeseen events shown above for:

1. Unused portion of non-refundable pre-paid insured Trip Cost, and
2. additional transportation expenses incurred by the Insured, either
 - a) to the Return Destination; or
 - b) from the place that the Insured left the Trip to the place that the Insured may rejoin the Trip; or
3. additional transportation expenses incurred by the Insured to reach the original Trip Destination if the Insured is delayed and leaves after the Departure Date.

However, the benefit payable under (2) and (3) above will not exceed the cost of economy airfare or the same class as the Insured's original ticket, less any refunds paid or payable, by the most direct route.

TRIP DELAY

The Company will reimburse the Insured up to the Maximum Limit shown in the Schedule for Reasonable Additional Expenses until travel becomes possible to the originally scheduled Destination, if the Insured's Trip is delayed 5 or more consecutive hours and prevents the Insured from reaching the intended Destination as a result of a cancellation or delay of his/her Trip for one of the Unforeseen events listed below:

1. Common Carrier delay;
2. the Insured's or Traveling Companion's lost or stolen passports, travel documents, or money;
3. reasons listed under Trip Cancellation and Interruption.

Incurred expenses must be accompanied by receipts.

This benefit is payable for only one delay per Insured, per Trip.

If the Insured incurs more than one delay in the same Trip the Company will reimburse the Insured for the delay with the largest benefit up to the Maximum Limit shown in the Schedule.

The Insured Must: Contact the Company or its authorized representative as soon as he/she knows his/her Trip is going to be delayed more than 5 hours.

MISSED CONNECTION

If while on a Trip the Insured misses a Trip departure resulting from cancellation or delay of 3 or more hours of all regularly scheduled airline flights due to Inclement Weather or Common Carrier caused delay, the Company will reimburse the Insured up to the Maximum Limit shown in the Schedule for:

1. additional transportation expenses incurred by the Insured to join the departed Trip; and
2. pre-paid, non-refundable Trip payments for the Unused portion of the Trip.

The Common Carrier must certify the delay of the regularly scheduled airline flight.

BAGGAGE & PERSONAL EFFECTS

The Company will reimburse the Insured, up to the Maximum Limit shown in the Schedule subject to the special limitations shown below, for Loss, theft or damage to the Insured's Baggage, personal effects, passports, travel documents, credit cards and visas during the Insured's Trip.

Special Limitations:

The Company will reimburse the Insured up to:

- \$500 for the first item and thereafter
- \$250 per each additional item
- \$500 aggregate on all Losses to: jewelry, watches, furs, cameras and camera equipment, camcorders, computers, electronic devices, including but not limited to: lap top computers, cell phones, electronic organizers and portable CD players.

Items over \$150 must be accompanied by original receipts.

The Company will pay the lesser of:

1. the cash value (original cash value less depreciation) as determined by the Company, or
2. the cost of replacement.

The Company may take all or part of the damaged Baggage at the appraised or agreed value. In the event of a Loss to a pair or set of items, the Company may at its option:

1. repair or replace any part to restore the pair or set to its value before the Loss; or
2. pay the difference between the cash value of the Baggage before and after the Loss.

The Company will only pay for Loss due to unauthorized use of the Insured's credit cards if the Insured has complied with all requirements imposed by the issuing credit card companies.

BAGGAGE DELAY

The Company will reimburse the Insured up to the Maximum Limit shown in the Schedule for the purchase of Necessary Personal Effects if:

1. the Insured's Baggage is delayed or misdirected by the Common Carrier for more than 12 hours while on a Trip; or
2. the Insured is separated from the Baggage for more than 12 hours while on a Trip due to a covered Trip Delay. This benefit does not apply if the Insured is delayed at the Trips Departure point.

Baggage Delay does not apply if Baggage is delayed after the Insured has reached his/her Return Destination.

Necessary Personal Effects do not include jewelry, perfume and alcohol. Incurred expenses must be accompanied by receipts.

CAR RENTAL COLLISION COVERAGE

If an Insured's rented vehicle is damaged while on a Trip due to collision, vandalism, windstorm, fire, hail or flood, while in his/her possession, the Company will pay the lesser of:

1. the cost of repairs and rental charges imposed by the rental company while the vehicle is being repaired; or
2. the Actual Cash Value of the vehicle.

The Company will pay this benefit up to the Maximum Limit and subject to the Deductible shown in the Schedule.

Coverage is provided to the Insured and Traveling Companion, if the Insured and Traveling Companion are licensed drivers and are listed on the rental agreement.

Coverage does not apply in countries or states where the sale of this insurance is prohibited by law.

This coverage is Primary to other forms of insurance or indemnity.

The Insured must contact the Company or its authorized representative before renting to confirm if the vehicle is covered.

ACCIDENT SICKNESS MEDICAL EXPENSE BENEFIT

If, while on a Trip, an Insured suffers an Injury or Sickness that requires him or her to be treated by a Physician, the Company will pay a benefit for Reasonable and Customary Charges, up to the Maximum Limit shown in the Schedule. The Company will reimburse the Insured for Medically Necessary Covered Expenses incurred to treat such Injury or Sickness during the course of the Trip provided the initial documented treatment was received from a Physician during the Trip. The Injury must first occur or the Sickness must first begin while on an overnight Trip with a Destination of at least 100 miles from the Insured's Primary Residence, while covered under this Policy.

Covered Expenses:

The Company will reimburse the Insured for:

- services of a Physician or registered nurse (R.N.);
- Hospital charges,
- X-rays;
- local ambulance services to or from a Hospital;
- artificial limbs, artificial eyes, artificial teeth, or other prosthetic devices;
- medicines or drugs administered by a Physician or that can be obtained only with a Physician's written prescription;
- physical therapy up to 90 days after the Insured reaches his/her Return Destination, up to the Maximum Limit shown in the Schedule;
- the cost of emergency dental treatment only during a Trip limited to the Maximum Limit shown in the Schedule. Coverage for emergency dental treatment does not apply if treatment or expenses are incurred after the Insured has reached his/her Return Destination, regardless of the reason. The treatment must be given by a Physician or dentist.

Advance Payment: If an Insured requires admission to a Hospital, the Company or its authorized representative will arrange advance payment, if required. Hospital confinement must be certified as Medically Necessary by the onsite attending Physician.

EMERGENCY EVACUATION & REPATRIATION OF REMAINS

The Company will pay for Covered Emergency Evacuation Expenses incurred due to an Insured's Injury or Sickness that occurs while he or she is on a Trip. Benefits payable are subject to the Maximum Limit shown in the Schedule for all Emergency

Evacuations due to all Injuries from the same accident or all Sicknesses from the same or related causes during an overnight Trip with a Destination of at least 100 miles from the Insured's Primary Residence.

Covered Emergency Evacuation Expenses are the Reasonable and Customary Charges for necessary Transportation, related medical services and medical supplies incurred in connection with the Emergency Evacuation of the Insured. All Transportation arrangements made for evacuating the Insured must be by the most direct and economical route possible and required by the standard regulations of the conveyance transporting the Insured.

Expenses for Transportation must be:

1. ordered by the onsite attending Physician who must certify that the severity of the Insured's Injury or Sickness warrants his or her Emergency Evacuation and adequate medical treatment is not locally available; and
2. authorized in advance by the Company or its authorized representative. In the event the Insured's Injury or Sickness prevents prior authorization of the Emergency Evacuation, the Company or its authorized representative must be notified as soon as reasonably possible.

The Company will also pay a benefit for reasonable and customary expenses incurred for an escort's transportation and accommodations subject to the Escort Maximum Limit shown in the Schedule if an onsite attending Physician recommends in writing that an escort accompany the Insured.

Special Limitation: In the event the Company or its authorized representative could not be contacted to arrange for Emergency Evacuation, benefits are limited to the amount the Company would have paid had the Company or its authorized representative been contacted.

Emergency Evacuation - means:

1. Transportation from the place where the Insured is Injured or sick to the nearest adequate licensed medical facility where appropriate medical treatment can be obtained; and/or
2. Transportation from a local medical facility to the nearest adequate licensed medical facility to obtain appropriate medical treatment if the onsite attending Physician certifies that additional Medically Necessary treatment is needed but not locally available; and the Insured is medically able to travel; and/or
3. Transportation to the adequate licensed medical facility nearest the Insured's home to obtain further medical treatment or to recover, after being treated at a local licensed medical facility, and the onsite attending Physician determines that the Insured is medically able to be transported.

Advanced authorization by the Company or its authorized representative is needed for 1, 2, and 3 above.

ADDITIONAL BENEFITS

In addition to the above covered expenses, if the Company has previously evacuated an Insured to a medical facility, the Company will reimburse the Insured his/her airfare costs, less refunds from the Insured's Unused transportation tickets, from that facility to the Insured's Return Destination or home, within one year from the Insured's original Return Date. Airfare costs will be based on medical necessity or same class as the Insured's original tickets.

If the Insured is hospitalized for more than 7 days following a covered Emergency Evacuation, the Company will reimburse the Insured, subject to the limitations set out herein, the expenses for:

1. **Return of Children:** Return of the Insured's Children, who were accompanying the Insured when the Injury or Sickness occurred, to the Insured's residence in the United States, including the cost of an attendant, if necessary. Such expenses shall not exceed the cost of a one-way economy airfare ticket, or same class as the original ticket, less the value of any applied credit from any Unused return travel tickets for each person.

2. **Bedside Visit:** To bring one person chosen by the Insured to and from the medical facility where the Insured is confined if the Insured is alone. The payment will not exceed the cost of one round-Trip economy airfare ticket.
3. **Bedside Traveling Companion:** The Company will reimburse the Insured for reasonable expenses incurred for Hotel and meals up to the Per Day Limit shown in the Schedule for the Traveling Companion to remain near the Insured. For an insured Child, a bedside companion is available immediately upon Hospital admission. Receipts must be submitted. Coverage for this benefit ends on the day the Insured is discharged from the hospital. For purposes of this benefit, Traveling Companion means the person is Insured under this plan and accompanies the Insured on the Trip.

REPATRIATION OF REMAINS

The Company will pay Repatriation Covered Expenses up to the Maximum Limit shown in the Schedule to return the Insured's body to the City of burial if he/she dies during the Trip.

Repatriation Covered Expenses include, but are not limited to, the reasonable and customary expenses for:

1. embalming;
2. cremation;
3. the most economical coffins or receptacles adequate for transportation of the remains; and
4. transportation of the remains, by the most direct and economical conveyance and route possible.

The Company or its authorized representative must make all arrangements and authorize all expenses in advance for this benefit to be payable.

Special Limitation: In the event the Company or the Company's authorized representative could not be contacted to arrange for Repatriation Covered Expenses, benefits are limited to the amount the Company would have paid had the Company or its authorized representative been contacted.

ACCIDENTAL DEATH & DISMEMBERMENT

The Company will reimburse the Insured for this benefit for one of the Losses shown in the Table of Losses below if the Insured is Injured while on a Trip. The Loss must occur within 365 days of the date of the accident which caused Injury. The Company will pay the percentage shown below of the Maximum Limit shown in the Schedule. The accident must occur while the Insured is on the Trip and is covered under this Policy.

If more than one Loss is sustained by an Insured as a result of the same accident, only one amount, the largest applicable to the Losses incurred, will be paid. The Company will not pay more than 100% of the Maximum Limit for all Losses due to the same accident.

Table of Losses

Loss of	% of Maximum Limit
Life.....	100%
Both Hands or Both Feet.....	100%
Sight of Both Eyes.....	100%
One Hand and One Foot.....	100%
Either Hand or Foot and Sight of One Eye.....	100%
Either Hand or Foot.....	50%
Sight of One Eye.....	50%

"Loss" with regard to:

1. hand or foot means actual severance through or above the wrist or ankle joints; or
2. eye means entire and irrecoverable Loss of sight in that eye.

EXPOSURE

The Company will pay a benefit for covered Losses as specified above which result from an Insured being unavoidably exposed to the elements due to an accidental Injury during the Trip. The Loss must occur within 365 days after the event which caused the exposure.

DISAPPEARANCE

The Company will pay a benefit for Loss of life as specified above if the Insured's body cannot be located one year after a disappearance due to an accident during the Trip.

SECURITY EVACUATION

If, as a result of an Occurrence that takes place during an Insured's Trip and while traveling outside his or her Home Country, an Insured requires a Security Evacuation, the Company will pay a benefit to Transport the Insured to the Nearest Place of Safety. The determination that an Insured requires a Security Evacuation must be made by a Designated Security Consultant and all arrangements must be made by the Company or the Company's authorized representative.

Benefits will be payable for eligible expenses up to the Maximum Limit shown in the Schedule.

Eligible Expenses are for Transportation and Related Costs to the Nearest Place of Safety necessary to ensure the Insured's safety and well-being as determined by the Designated Security Consultant.

Security Evacuation benefits are payable only once per covered Trip.

Benefits will also be payable for Transportation and Related Costs within 2 days of the Security Evacuation to one of these locations as chosen by the Insured:

1. back to the Host Country if return is safe and permitted; or
2. to the Insured's Home Country; or
3. to the Insured's Return Destination.

This benefit is subject to the overall Maximum Limit shown in the Schedule.

The Company or the Company's authorized representative must make all arrangements and must authorize all expenses in advance of any benefits being payable. The Company or the Company's authorized representative is not responsible for the availability of Transport services. Where a Security Evacuation becomes impractical because of hostile or dangerous conditions, a Designated Security Consultant will endeavor to maintain contact with the Insured until a Security Evacuation becomes viable.

Right of Recovery: If, after a Security Evacuation is completed, it becomes clear that the Insured was an active participant in the events that led to an Occurrence, the Company has the right to recover all Transportation and Related Costs from the Insured Person.

Excess Provision: Benefits payable for the eligible expenses under this Benefit will be limited to that part of the eligible expense, if any, which is in excess of the total benefits payable for the same Security Evacuation under any other valid and collectible insurance or other indemnity. If the other valid and collectible insurance or indemnity provides benefits on

an excess coverage basis, benefits will be paid first by the Company or services plan whose coverage has been in effect for the longer period of time at the date of the Security Evacuation.

For purposes of this Benefit, an Insured's entitlement to other valid and collectible insurance or indemnity will be determined as if this Benefit did not exist and will not depend on whether timely application for benefits from other valid and collectible insurance or indemnity is made by or on behalf of the Insured.

Benefits under this Benefit will be reduced to the extent that benefits for expenses are covered by any other valid and collectible insurance or indemnity whether or not a claim is made for such benefits.

The following Definitions apply only with respect to this benefit:

Advisory means a formal travel advisory by the Appropriate Authorities that the Insured leave the Host Country.

Appropriate Authority(ies) means the government authority(ies) in the Insured's Home Country or the government authority(ies) of the Host Country.

Designated Security Consultant means an employee of a security firm under contract with the Company's assistance provider who is experienced in security and measures necessary to ensure the safety of the Insured(s) in his or her care.

Excluded Countries means the following countries from which Security Evacuations are not available under this Benefit: Afghanistan, Iraq, Libya, Somalia, South Sudan, Syria, and any country subject to the administration and enforcement of U.S. economic embargoes and trade sanctions by the OFFICE OF FOREIGN ASSETS CONTROL (OFAC).

Home Country means the country of residence. If the Insured has dual citizenship, for the purposes of this Benefit, his or her Home Country is the country of the passport he or she used to enter the Host Country.

Host Country means any country, other than an Excluded Country, in which an Insured is traveling while covered under this plan.

Imminent Physical Danger means the Insured is subject to possible physical Injury or sickness that could result in grave physical harm or death.

Missing Person means an Insured who has disappeared for an unknown reason and whose disappearance was reported to the Appropriate Authority(ies).

Natural Disaster for the purpose of this benefit means a storm (wind, rain, snow, sleet, hail, lightning, dust or sand), earthquake, flood, volcanic eruption, wildfire or other similar event that:

1. is due to natural causes; and
2. results in such severe and widespread damage that the area of damage is officially declared a disaster area by the government of the Host Country and the area is deemed to be Uninhabitable or dangerous.

Nearest Place of Safety means a location determined by the Designated Security Consultant where:

1. the Insured can be presumed safe from the Occurrence that precipitated the Insured's Security Evacuation; and
2. the Insured has access to transportation to his or her Home Country; and
3. the Insured has the availability of temporary lodging, if needed.

Occurrence means any of the following situations in which an Insured finds himself or herself while covered by this plan:

1. expulsion from a Host Country or being declared persona non-grata on the written authority of the recognized government of a Host Country;
2. political or military events involving a Host Country, if the Appropriate Authorities issue an Advisory stating that citizens of the Insured's Home Country or citizens of the Host Country should leave the Host Country;
3. Natural Disaster within 3 days of an event.

Related Costs means food, lodging and, if necessary, physical protection for the Insured during the Transport to the Nearest Place of Safety.

Security Evacuation means the extrication of an Insured from the Host Country due to an Occurrence which results in the Insured being placed in Imminent Physical Danger.

Transport/Transportation means the most efficient and available method of conveyance. In all cases, where practical, economy fare will be utilized. If possible, the Insured's Common Carrier tickets will be used.

Exclusions: No benefits are payable under this Benefit for charges, fees or expenses:

1. payable under any other provision of this plan;
2. arising from or attributable to an actual fraudulent, dishonest or criminal act committed or attempted by an Insured, acting alone or in collusion with others;
3. arising from or attributable to an alleged:
 - a. violation of the laws of the Host Country by an Insured; or
 - b. violation of the laws of the Insured's Home Country;
 unless the Designated Security Consultant determines that such allegations were intentionally false, fraudulent and malicious and made solely to achieve a political, propaganda or coercive effect upon or at the expense of the Insured;
4. due to the Insured's failure to maintain and possess duly authorized and issued required travel documents and visas;
5. arising from an Occurrence which took place in an Excluded Country;
6. for common or endemic or epidemic diseases or global pandemic disease as defined by the World Health Organization;
7. for medical services;
8. for monies payable in the form of a ransom if a Missing Person case evolves into a kidnapping;
9. for consulting services seeking information on Missing Person or kidnapping cases;
10. arising from or attributable, in whole or in part, to a debt, insolvency, commercial failure, the repossession of any property by any title holder or lien holder or any other financial cause;
11. arising from or attributable, in whole or in part to non-compliance by the Insured with regard to any obligation specified in a contract or license; or
12. due to military or political issues if the Insured's Security Evacuation request is made more than 7 days after the Appropriate Authority(ies) Advisory was issued.

DEFINITIONS

(Capitalized terms within this Policy are defined herein)

"Actual Cash Value" means purchase price less depreciation.

"Baggage" means luggage, travel documents, and personal possessions; whether owned, borrowed, or rented, taken by the Insured on the Trip.

"Business Partner" means a person who: (1) is involved with the Insured or the Insured's Traveling Companion in a legal partnership; and (2) is actively involved in the daily management of the business.

"Caregiver" means an individual employed for the purpose of providing assistance with activities of daily living to the Insured or to the Insured's Family Member who has a physical or mental impairment. The caregiver must be employed by the Insured or the Insured's Family Member. A caregiver is not a babysitter; childcare service, facility or provider; or persons employed by any service, provider or facility to supply assisted living.

"Children" or "Child" means with respect to Emergency Evacuation and as shown on the application form unmarried children or grandchildren of the Insured, including natural children from the moment of birth, children from a civil union and step, foster

or adopted children from the moment of placement in the Insured's home, under age 25 and primarily dependent on the Insured for support and maintenance. However, the age limit does not apply to a child who: (1) otherwise meets the definition of children; and (2) is incapable of self-sustaining employment by reason of mental or physical incapacity. As otherwise used in this plan it means the Insured's natural, step, foster, adopted children or grandchildren of any age.

"City" means an incorporated municipality having defined borders and does not include the high seas, uninhabited areas or airspace.

"Common Carrier" means an air, land, or sea conveyance operated under a license for the transportation of passengers for hire and for which the Insured's ticket was purchased through the Travel Supplier.

"Company" means ACE Property & Casualty Insurance Company in Philadelphia, PA.

"Complications of Pregnancy" means conditions whose diagnoses are distinct from pregnancy but are adversely affected by pregnancy or are caused by pregnancy. These conditions include acute nephritis, nephrosis, cardiac decompensation, missed abortion and similar medical and surgical conditions of comparable severity. Complications of pregnancy also include nonelective cesarean section, ectopic pregnancy which is terminated and spontaneous termination of pregnancy, which occurs during a period of gestation in which a viable birth is not possible.

Complications of pregnancy do not include false labor, occasional spotting, Physician-prescribed rest during the period of pregnancy, morning sickness, hyperemesis gravidarum, preeclampsia and similar conditions associated with the management of a difficult pregnancy not constituting a nosologically distinct complication of pregnancy.

"Cruise" means a vacation on a cruise ship.

"Deductible" means the amount of charges that must be incurred by an Insured before benefits become payable. The amount of the deductible is shown in the Schedule for each benefit to which a deductible applies.

"Departure Date" means the date on which the Insured is originally scheduled to leave on his/her Trip. This date is specified in the travel documents.

"Destination" means any place where the Insured expects to travel to on his/her Trip as shown on the travel documents.

"Domestic Partner" means an opposite or same-sex partner who is at least 18 years of age and has met all of the following requirements for at least 6 months:

1. resides with the Insured or Family Member;
2. shares financial assets and obligations with the Insured or Family Member;
3. is not related by blood to the Insured to a degree of closeness that would prohibit a legal marriage; and
4. neither the Insured nor domestic partner is married to anyone else, nor has any other domestic partner.

The Company may require proof of the domestic partner relationship in the form of a signed and completed Affidavit of Domestic Partnership.

"Exotic Vehicle" means antique cars that are over 20 years old or have not been manufactured for 10 or more years or any vehicle with an original manufacturer's suggested retail price greater than \$100,000.

"Experimental or Investigative" means treatments, devices or prescription medications which are recommended by a Physician, but are not considered by the medical community as a whole to be safe and effective for the condition for which the treatments, devices or prescription medications are being used. This includes any treatments, procedures, facilities, equipment, drugs, drug usage, devices, or supplies not recognized as accepted medical practice, and any of those items requiring federal or other governmental agency approval not received at the time services are rendered.

"Family Member" means the Insured's, or Traveling Companion's spouse, civil union partner, Domestic Partner, Child, daughter-in-law, son-in-law, brother, sister, mother, father, grandparent, step-grandparent, grandchild, step-grandchild, step-child, step-brother, step-sister, step-parent, parent-in-law, brother-in-law, sister-in-law, aunt, step-aunt, uncle, step-uncle, niece, nephew, legal guardian, Caregiver, foster Child, ward, or legal ward; spouse, civil union partner or Domestic Partner of any of the above. Family Member also includes these relations to the Insured's or Traveling Companion's spouse, civil union partner or Domestic Partner.

"Felonious Assault" means an act of violence against the Insured or a Traveling Companion requiring medical treatment in a Hospital.

"Forfeited" means the Insured's financial Loss of any whole or prorated prepaid nonrefundable components of a Trip.

"Hospital" means a facility that:

1. is operated according to law for the care and treatment of sick or Injured people;
2. has organized facilities for diagnosis and surgery on its premises or in facilities available to it on a prearranged basis;
3. has 24 hour nursing service by registered nurses (R.N.'s); and
4. is supervised by one or more Physicians available at all times.

A hospital does not include:

1. a nursing, convalescent or geriatric unit of a hospital when a patient is confined mainly to receive nursing care;
2. a facility that is, other than incidentally, a clinic, a rest home, nursing home, convalescent home, home health care, or home for the aged; nor does it include any ward, room, wing, or other section of the hospital that is used for such purposes; or
3. any military or veterans' hospital or soldiers home or any hospital contracted for or operated by any national government or government agency for the treatment of members or ex-members of the armed forces for which no charge is normally made.

"Host At Destination" means the person with whom the Insured is sharing prearranged overnight accommodations in the host's home.

"Hotel" means any establishment used for the purpose of temporary, overnight lodging for which a fee is paid and reservations are required.

"Inaccessible" means an Insured cannot reach his/her Destination by the original mode of transportation.

"Inclement Weather" means any severe weather condition which delays the scheduled arrival or departure of a Common Carrier or prevents the Insured from reaching his/her Destination when traveling by a rented or owned vehicle.

"Injury" or "Injured" means a bodily injury caused by an accident occurring while the Insured's coverage under this Policy is in force and resulting directly and independently of all other causes of Loss covered by this Policy. The injury must be verified by a Physician.

"Insured" means a person:

1. for whom any required application form has been completed;
2. for whom any required plan cost has been paid;
3. for whom a Trip is scheduled; and
4. who is covered under this Policy.

"Key Employee" means an employee of an employer who is responsible for policy and decision making.

"Loss" means Injury or damage sustained by the Insured as a consequence of one or more of the events against which the Company has undertaken to compensate the Insured.

"Medically Necessary" means that a treatment, service, or supply:

1. is essential for diagnosis, treatment, or care of the Injury or Sickness for which it is prescribed or performed;
2. meets generally accepted standards of medical practice;
3. is ordered by a Physician and performed under his or her care, supervision, or order; and
4. is not primarily for the convenience of the Insured, Physician, other providers, or any other person.

"Mental, Nervous or Psychological Disorder" means a mental or nervous health condition including, but not limited to: anxiety, depression, neurosis, phobia, psychosis, or any related physical manifestation.

"Natural Disaster" means a flood, hurricane, tornado, earthquake, volcanic eruption, fire, wildfire or blizzard that is due to natural causes.

"Necessary Personal Effects" means items such as clothing and toiletry items, which are included in the Insured's Baggage and are required for the Insured's Trip.

"Normal Pregnancy or Childbirth" means a pregnancy or childbirth that is free of complications or problems.

"Physician" means a licensed practitioner of medical, surgical, dental services or the healing arts including accredited Christian Science Practitioner, acting within the scope of his/her license. The treating physician cannot be the Insured, a Traveling Companion, a Family Member, a Business Partner.

"Primary" means the Company will pay first but reserves the right to recover from any other insurance carrier with which the Insured may be enrolled.

"Primary Residence" means an Insured's fixed, permanent and main home for legal and tax purposes.

"Reasonable Additional Expenses" means expenses for meals, taxi fares, essential telephone calls, and lodging which are necessarily incurred as the result of a Trip Delay and which are not provided by the Common Carrier or any other party free of charge.

"Reasonable and Customary Charges" means expenses which:

1. are charged for treatment, supplies, or medical services Medically Necessary to treat the Insured's condition;
2. do not exceed the usual level of charges for similar treatment, supplies or medical services in the locality where the expenses are incurred; and
3. do not include charges that would not have been made if no insurance existed. In no event will the Reasonable and Customary Charges exceed the actual amount charged.

"Rental Return Date" means the return date listed on the car rental agreement.

"Return Date" means the date on which the Insured is scheduled to return to the point where the Trip started or to a different specified Return Destination. This date is specified in the travel documents.

"Return Destination" means the place to which the Insured expects to return from his/her Trip as shown in the Application Form.

"Schedule" means the Schedule of Benefits which is shown at the beginning of this Policy.

"Sickness" means an illness or disease diagnosed or treated by a Physician.

"Standard Time" means the Insured's time zone at the address shown on the application form.

"Strike" means a stoppage of work which:

1. is announced, organized, and sanctioned by a labor union; and

2. interferes with the normal departure and arrival of a Common Carrier.

This includes work slowdowns and sickouts. The Insured's Trip Cancellation coverage must be effective prior to when the strike is foreseeable. A strike is foreseeable on the date labor union members vote to approve a strike.

"Terrorist Incident" means an act of violence by any person acting on behalf of or in connection with any organization which is generally recognized as having the intent to overthrow or influence the control of any government, that is deemed terrorism by the United States Government other than civil disorder or riot, that is not an act of war, declared or undeclared, that results in Loss of life or major damage to property.

"Transportation" means any land, sea or air conveyance required to transport the Insured during an Emergency Evacuation. Transportation includes, but is not limited to, air ambulances, land ambulances and private motor vehicles.

"Travel Supplier" means the tour operator, Hotel, rental company, Cruise line, or airline that provides pre-paid travel arrangements for the Insured's Trip.

"Traveling Companion" means a person or persons with whom the Insured has coordinated travel arrangements and intends to travel with during the Trip. A group or tour leader is not considered a traveling companion unless the Insured is sharing room accommodations with the group or tour leader.

"Trip" means a period of travel away from home to a Destination outside the Insured's City of residence; the purpose of the trip is business or pleasure and is not to obtain health care or treatment of any kind; the trip has defined Departure and Return Dates specified when the Insured applies; the trip does not exceed 60 days; the Insured's Destination is not to another home; and travel is primarily by Common Carrier and only incidentally by private conveyance. For annual plans, any trip taken during the Individual Coverage Term.

"Trip Cost" means the dollar amount of Trip payments or deposits paid by the Insured prior the Insured's Trip Departure Date and shown on any required application form which is subject to cancellation penalties or restrictions. Trip cost will also include the cost of any subsequent pre-paid payments or deposits paid by the Insured for the same Trip, after application for coverage under this plan provided the Insured amends the application form to add such subsequent payments or deposits and pays any required additional plan cost prior to the Insured's Departure Date.

"Unforeseen" means not anticipated or expected and occurring after the effective date of coverage.

"Uninhabitable" means (1) the building structure itself is unstable and there is a risk of collapse in whole or in part; (2) there is exterior or structural damage allowing elemental intrusion, such as rain, wind, hail or flood; (3) immediate safety hazards have yet to be cleared, such as debris or downed electrical lines; (4) the rental property is without electricity, gas, sewer service or water; or (5) the Destination is Inaccessible.

"Unused" means the Insured's financial Loss of any whole, partial or prorated prepaid nonrefundable components of a Trip that are not depleted or exhausted.

EXCLUSIONS AND LIMITATIONS

GENERAL EXCLUSIONS

This plan does not cover any loss caused by or resulting from:

1. intentionally self-inflicted Injury, suicide, or attempted suicide of the Insured while sane or insane (this exclusion does not apply to any medical benefits);
2. Normal Pregnancy or Childbirth, other than Unforeseen Complications of Pregnancy, or elective abortion of the Insured, a Traveling Companion or a Family Member;
3. participation in professional athletic events, motor sport, or motor racing, including training or practice for the same;

4. mountaineering where ropes or guides are normally used and specialized equipment is necessary for the ascent or descent of a mountain. Specialized equipment includes but is not limited to pick-axes, anchors, bolts, crampons, carabineers, and lead or top-rope anchoring equipment;
5. war or act of war, whether declared or not, participation in a civil disorder, riot, or insurrection;
6. operating or learning to operate any aircraft, as student, pilot, or crew;
7. air travel on any air-supported device, other than a regularly scheduled airline or air charter company;
8. commission of or attempt to commit a felony by the Insured;
9. Mental, Nervous or Psychological Disorder;
10. if the Insured's tickets do not contain specific travel dates (open tickets);
11. being under the influence of drugs or narcotics, unless administered upon the advice of a Physician or intoxication above the legal limit;
12. any Loss that occurs at a time when this coverage is not in effect;
13. traveling for the purpose of securing medical treatment;
14. any Trip taken outside the advice of a Physician;
15. **PRE-EXISTING MEDICAL CONDITION EXCLUSION:** The Company will not pay for any loss or expense incurred as the result of an Injury, Sickness or other condition (excluding any condition from which death ensues) of an Insured, Traveling Companion, Business Partner or Family Member which, within the 90 day period immediately preceding and including the Insured's coverage effective date: (a) first manifested itself, worsened, became acute or had symptoms which would have prompted a reasonable person to seek diagnosis, care or treatment; (b) for which care or treatment was given or recommended by a Physician; (c) required taking prescription drugs or medicines, unless the condition for which the drugs or medicines are taken remains controlled without any change in the required prescription drugs or medicines.

The following exclusions also apply to Trip Cancellation and Trip Interruption:

Unless otherwise provided by this plan Benefits will not be provided for any loss resulting (in whole or in part) from:

1. travel arrangements canceled by an airline, Cruise line, or tour operator, except as provided elsewhere in the plan;
2. changes in plans by the Insured, a Family Member, or Traveling Companion, for any reason;
3. financial circumstances of the Insured, a Family Member, or a Traveling Companion;
4. any government regulation or prohibition;
5. an event which occurs prior to the Insured's coverage Effective Date;
6. failure of any tour operator, Common Carrier, person or agency to provide the bargained-for travel arrangements or to refund money due the Insured.

The following exclusions apply to Baggage & Personal Effects and Baggage Delay:

Benefits will not be provided for any Loss, or damage to, caused by, or resulting in whole or in part from:

1. animals, rodents, insects or vermin;
2. bicycles (except when checked with a Common Carrier);
3. motor vehicles, aircraft, boats, boat motors, ATV's and other conveyances;
4. artificial prosthetic devices, false teeth, any type of eyeglasses, sunglasses, contact lenses, or hearing aids;
5. keys, notes, securities, accounts, currency, deeds, food stamps, bills, or other evidences of debt, or tickets;
6. money, stamps, stocks and bonds, postal or money orders;
7. property shipped as freight, or shipped prior to the Departure Date;
8. contraband, illegal transportation or trade;
9. items seized by any government, government official or customs official;
10. defective materials or craftsmanship;
11. normal wear and tear;
12. deterioration.

The following limitations and exclusions apply to Car Rental Collision Coverage:

Coverage is not provided in whole or in part for any loss to or due to:

1. the Insured or his/her Traveling Companion violating the rental agreement;
2. rentals of trucks, (not including jeeps or SUV's) campers, trailers, off road vehicles, or Exotic Vehicles;

3. any obligation the Insured or his or her Traveling Companion assumes under any agreement except insurance collision Deductible;
4. failure to report the Loss to the proper local authorities and the rental car company;
5. damage to any other vehicle, structure, or person as a result of a covered Loss;
6. participation in contests of speed, motor sport or motor racing including training or practice for the same;
7. driving under the influence of alcohol;
8. being under the influence of drugs or intoxicants, unless prescribed by a Physician;
9. war or act of war, whether declared or not, the Insured's participation in a civil disorder, riot or insurrection.

The following exclusions also apply to the Accident Sickness Medical Expense Benefit:

Unless otherwise provided by this plan Benefits will not be provided for the following:

1. routine physical examinations;
2. mental health care;
3. replacement of hearing aids, eye glasses, contact lenses, and sunglasses;
4. routine dental care;
5. any service provided by the Insured, a Family Member, or Traveling Companion;
6. alcohol or substance abuse or treatment for the same;
7. Experimental or Investigative treatment or procedures;
8. care or treatment which is not Medically Necessary, except for related reconstructive surgery resulting from trauma, infection or disease;
9. coverage for Trips less than 100 miles from the Insured's Primary Residence.

The following exclusion also applies to the Emergency Evacuation Benefit:

1. coverage for Trips less than 100 miles from the Insured's Primary Residence.

The following exclusions also apply to Accidental Death & Dismemberment:

Benefits will not be provided for the following:

1. loss caused by or resulting directly or indirectly from Sickness or disease of any kind;
2. stroke or cerebrovascular accident or event; cardiovascular accident or event; myocardial infarction or heart attack; coronary thrombosis; aneurysm.

EXCESS INSURANCE LIMITATION

The insurance provided by this Policy for all coverages except Trip Cancellation, Trip Interruption and Car Rental Collision Coverage shall be in excess of all other valid and collectible insurance or indemnity. If at the time of the occurrence of any Loss payable under this Policy there is other valid and collectible insurance or indemnity in place, the Company shall be liable only for the excess of the amount of Loss, over the amount of such other insurance or indemnity, and applicable deductible.

PAYMENT OF CLAIMS

Claim Procedures: Notice of Claim: The Insured must call the Company or its authorized representative as soon as reasonably possible, and be prepared to describe the Loss, the name of the company that arranged the Trip (i.e., tour operator, Cruise line, or charter operator), the Trip dates, purchase date and the amount that the Insured paid. The Company or its authorized representative will fill in the claim form and forward it to the Insured for his or her review and signature. The completed form should be returned to the Company or its authorized representative.

Claim Procedures: Proof of Loss: The claim forms must be sent back to the Company or its authorized representative no more than 90 days after a covered Loss occurs or ends, or as soon as is reasonably possible. All claims under this Policy must be submitted to the Company or its authorized representative no later than one year after the date of Loss or insured occurrence or as soon as reasonably possible. If the Company or its authorized representative has not provided claim forms within 15 days after the notice of claim, other proofs of Loss should be sent to the Company or its authorized

representative by the date claim forms would be due. The proof of Loss should include written proof of the occurrence, type and amount of Loss, the Insured's name and policy number. The Insured must return all unused, non-refundable tickets.

Payment of Claims: When Paid: Claims will be paid as soon as the Company or its authorized representative receives complete proof of Loss and verification of age.

Payment of Claims: To Whom Paid: Trip Cancellation benefits are payable to the individual or entity our records show purchased the Trip. Any benefits payable due to that Insured's death will be paid to the survivors of the first surviving class of those that follow:

1. to his/her spouse, if living. If no living spouse, then
2. in equal shares to his/her living children. If there are none, then
3. in equal shares to his/her living parents. If there are none, then
4. in equal shares to his/her living brothers and sisters. If there are none, then
5. to the Insured's estate.

All other benefits will be payable to the Insured.

If a benefit is payable to a minor or other person who is incapable of giving a valid release, the Company may pay up to \$3,000 to a relative by blood or connection by marriage who has assumed care or custody of the minor or responsibility for the incompetent person's affairs. Any payment the Company makes in good faith fully discharges the Company to the extent of that payment.

Accident Sickness Medical Expense and Emergency Evacuation benefits may be payable directly to the provider. However, the provider:

1. must comply with the statutory provision for direct payment, and
2. must not have been paid from any other sources.

Trip Cancellation and Trip Interruption Proof of Loss: The Insured must provide the Company or its authorized representative documentation of the cancellation or interruption and proof of the expenses incurred. The Insured must provide proof of payment for the Trip such as canceled check or credit card statements, proof of refunds received, copies of applicable tour operator or Common Carrier cancellation policies, and any other information reasonably required to prove the Loss. Claims involving Loss due to Sickness, Injury, or death require signed patient (or next of kin) authorization to release medical information and an attending Physician's statement. The Insured must provide the Company or its authorized representative with all unused air, rail, Cruise, or other tickets if he/she is claiming the value of those unused tickets.

Trip Delay Proof of Loss: The Insured must provide the Company or its authorized representative documentation of the delay from the airline, cruise line, etc., as to the reason for the delay and proof of the expenses incurred. The Insured must provide the Company or its authorized representative with all original receipts, copies of receipts, or a list of the expenses incurred that gives the amount paid, what the payment was for, and the date of the payment. Claims involving Loss due to Sickness, Injury, or death require signed patient (or next of kin) authorization to release medical information and an attending Physician's statement.

Baggage & Personal Effects Proof of Loss: The Insured must: (a) report theft Losses to police or other local authorities as soon as possible; (b) take reasonable steps to protect his/her Baggage from further damage and make necessary and reasonable temporary repairs; (The Company will reimburse the Insured for those expenses. The Company will not pay for further damage if the Insured fails to protect his/her Baggage; (c) allow the Company to examine the damaged Baggage and/or the Company may require the damaged item to be sent in the event of payment; (d) send sworn proof of Loss as soon as possible from date of Loss, providing amount of Loss, date, time, and cause of Loss, and a complete list of damaged or lost items; and (e) in the event of theft or unauthorized use of the Insured's credit cards, the Insured must notify the credit card company immediately to prevent further unlawful activity.

Baggage Delay Proof of Loss: The Insured must provide documentation of the delay or misdirection of Baggage by the Common Carrier and receipts for the Necessary Personal Effects purchases.

Car Rental Collision Coverage Proof of Loss: The Insured must: take all reasonable, necessary steps to protect the vehicle and prevent further damage to it; report the Loss to the appropriate local authorities and the rental company as soon as possible; obtain all information on any other party involved in a traffic accident, such as name, address, insurance information, and driver's license number; and provide the Company or its authorized representative all documentation such as rental agreement, police report, and damage estimate.

The following provisions apply to *Baggage & Personal Effects, Baggage Delay and Car Rental Collision Coverage*:

Notice of Loss. If the Insured's property covered under this Policy is lost or damaged, the Insured must:

1. notify the Company or its authorized representative as soon as possible;
2. take immediate steps to protect, save and/or recover the covered property;
3. give immediate notice to the carrier or bailee who is or may be liable for the Loss or damage; and
4. notify the police or other authority in the case of robbery or theft within 24 hours.

Proof of Loss. The Insured must furnish the Company or its authorized representative with proof of Loss. Proof of Loss includes police or other local authority reports or documentation from the appropriate party responsible for the Loss. It must be filed within 90 days from the date of Loss. Failure to comply with these conditions shall not invalidate any claims under this Policy.

Settlement of Loss. Claims for damage and/or destruction shall be paid immediately after proof of the damage and/or destruction is presented to the Company or its authorized representative. Claims for lost property will be paid after the lapse of a reasonable time if the property has not been recovered. The Insured must present acceptable proof of Loss and the value.

Valuation. The Company will not pay more than the Actual Cash Value of the property at the time of Loss. At no time will payment exceed what it would cost to repair or replace the property with material of like kind and quality.

Disagreement Over Size of Loss. If there is a disagreement about the amount of the Loss, either the Insured or the Company can make a written demand for an appraisal. After the demand, the Insured and the Company each select their own competent appraiser. After examining the facts, each of the two appraisers will give an opinion on the amount of the Loss. If they do not agree, they will select an arbitrator. Any figure agreed to by 2 of the 3 (the appraisers and the arbitrator) will be binding. The appraiser selected by the Insured is paid by the Insured. The Company will pay the appraiser it chooses. The Insured will share with the Company the cost for the arbitrator and the appraisal process.

Benefit to Bailee. This insurance will in no way inure directly or indirectly to the benefit of any carrier or other bailee.

Accident Sickness Medical Expense, Emergency Evacuation & Repatriation of Remains, and Accidental Death & Dismemberment Proof of Loss: The Insured must provide the Company or its authorized representative with:

1. all medical bills and reports for medical expenses claimed; and
2. a signed patient authorization to release medical information to the Company or its authorized representative.

The following provision applies to *Trip Cancellation, Trip Interruption, Accident Sickness Medical Expense, Baggage Delay, Baggage & Personal Effects, Emergency Evacuation & Repatriation and Car Rental Collision Coverage*:

Subrogation - To the extent the Company pays for a Loss suffered by an Insured, the Company will take over the rights and remedies the Insured had relating to the Loss. This is known as subrogation. The Insured must help the Company preserve its rights against those responsible for its Loss. This may involve signing any papers and taking any other steps the Company may reasonably require. If the Company takes over an Insured's rights, the Insured must sign an appropriate subrogation form supplied by the Company.

As a condition to receiving the applicable benefits listed above, as they pertain to this Subrogation provision, the Insured agrees, except as may be limited or prohibited by applicable law, to reimburse the Company for any such benefits paid to or on behalf of the Insured, if such benefits are recovered, in any form, from any Third Party or Coverage.

The Company will not pay or be responsible, without its written consent, for any fees or costs associated with the pursuit of a claim, cause of action or right by or on behalf of an Insured or such other person against any Third Party or Coverage.

Coverage - as used in this Subrogation section, means no fault motorist coverage, uninsured motorist coverage, underinsured motorist coverage, or any other fund or insurance policy except coverage provided under this Policy and any fund or insurance policy providing the Insured with coverage for any claims, causes of action or rights the Insured may have against the Company.

Third Party - as used in this Subrogation section, means any person, corporation or other entity (except the Insured and the Company).

GENERAL PROVISIONS

Entire Contract: Changes: This Policy, Schedule, Application Form and any attachments are the entire contract of insurance. No agent may change it in any way. Only an officer of the Company can approve a change. Any such change must be shown in this Policy or its attachments.

Acts of Agents. No agent or any person or entity has authority to accept service of the required proof of loss or demand arbitration on the Company's behalf nor to alter, modify, or waive any of the provisions of this policy.

Company's Recovery Rights. In the event of a payment under this policy, the Company is entitled to all rights of recovery that the Insured, or the person to whom payment was made, has against another. The Insured must sign and deliver to the Company any legal papers relating to that recovery, do whatever is necessary to help the Company exercise those rights, and do nothing after the loss to harm the Company's rights. When an Insured has been paid benefits under this policy but also recovers from another policy, the amount recovered from the other policy shall be held in trust for the Company by the Insured and reimbursed to the Company the extent of the Company's payment.

Physical Examination and Autopsy. The Company at its own expense has the right and opportunity to examine the person of any Insured whose Loss is the basis of claim under this Policy when and as often as it may reasonably require during the pendency of the claim and to perform an autopsy in case of death where it is not forbidden by law.

Beneficiary Designation and Change. The Insured's beneficiaries are the persons designated by the Insured and on file with the Company or its authorized representative or the beneficiaries as shown in the *Payment of Claim: To Whom Paid* provision.

An Insured over the age of majority and legally competent may change his or her beneficiary designation at any time, without the consent of the designated beneficiaries, unless an irrevocable designation has been made, by providing the Company or its authorized representative with a written request for change. When the request is received, whether the Insured is then living or not, the change of beneficiary will relate back to and take effect as of the date of execution of the written request, but without prejudice to the Company on account of any payment made by it prior to receipt of the request.

Assignment. An Insured may assign all of his or her rights, privileges and benefits under this Policy. The Company is not bound by an assignment until it receives and files a signed copy. The Company is not responsible for the validity of assignments. The assignee only takes such rights as the assignor possessed and such rights are subject to state and federal laws and the terms of this Policy.

Misstatement of Age. If premiums for the Insured are based on age and the Insured has misstated his or her age, there will be a fair adjustment of premiums based on his or her true age. If the benefits for which the Insured is insured are based on age and the Insured has misstated his or her age, there will be an adjustment of said benefit based on his or her true age. The Company may require satisfactory proof of age before paying any claim.

Legal Actions. No action at law or in equity may be brought to recover on this Policy prior to the expiration of 60 days after written proof of Loss has been furnished in accordance with the requirements of this Policy. No such action may be brought after the expiration of 3 years after the time written proof of loss is required to be furnished.

Arbitration. Notwithstanding anything in this coverage to the contrary, any claim arising out of or relating to this contract, or its breach, may be settled by arbitration, if mutually acceptable, administered by the American Arbitration Association in accordance with its Commercial rules except to the extent provided otherwise in this clause. Judgment upon the award rendered in such arbitration may be entered in any court having jurisdiction thereof. All fees and expenses of the arbitration shall be borne by the parties equally. However, each party will bear the expense of its own counsel, experts, witnesses, and preparation and presentation of proofs. The arbitrators are precluded from awarding punitive, treble or exemplary damages, however so denominated. If more than one Insured is involved in the same dispute arising out of the same Policy and relating to the same Loss or claim, all such Insureds will constitute and act as one party for the purposes of the arbitration. Nothing in this clause will be construed to impair the rights of the Insureds to assert several, rather than joint, claims or defenses.

Concealment or Fraud. The Company does not provide coverage if the Insured has intentionally concealed or misrepresented any material fact or circumstance relating to this Policy or claim.

Payment of Premium. Coverage is not effective unless all premium due has been paid to the Company or its authorized representative prior to a date of Loss or insured occurrence.

Termination of this Policy. Termination of this Policy will not affect a claim for Loss if coverage was purchased while this policy was in force.

Transfer of Coverage. Coverage under this Policy cannot be transferred by the Insured to anyone else.

Insurance With Other Insurers. If there is other valid coverage with another insurer that provides coverage for the same Loss, the Company will pay only the proportion of the Loss that this Company's Limit for that Loss bears to the total limit of all insurance covering that Loss, plus such portion of the premium paid that exceeds the pro-rata portion for the benefits so determined.

Controlling Law. Any part of this Policy that conflicts with the state law where this Policy is issued is changed to meet the minimum requirements of that law.

ALABAMA STATE EXCEPTION

The **Legal Actions provision** is amended to extend the time limit to six years.

Chubb. Insured.SM

CHUBB GROUP U.S. PRIVACY NOTICE

FACTS	WHAT DOES CHUBB GROUP DO WITH YOUR PERSONAL INFORMATION?	
Why?	Insurance companies choose how they share your personal information. Federal and state law gives consumers the right to limit some but not all sharing. Federal and state law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.	
What?	<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"> ▪ Social Security number and payment history ▪ insurance claim history and medical information ▪ account transactions and credit scores <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 https://www2.Chubb.com/us-en/privacy.aspx	

Who we are

Who is providing this notice?

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

What we do

How does Chubb Group protect my personal information?

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

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

How does Chubb Group collect my personal information?

We collect your personal information, for example, when you

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

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

Why can't I limit all sharing?

Federal law gives you the right to limit only

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

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

Definitions

Affiliates

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

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

Nonaffiliates

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

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

Joint Marketing

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

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

Other important information

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

For Nevada residents only: We may contact our existing customers by telephone to offer additional insurance products that we believe may be of interest to you. Under state law, you have the right to opt out of these calls by adding your name to our internal do-not-call list. To opt out of these calls, or for more information about your opt out rights, please contact our customer service department. You can reach us by calling 1-800-258-2930, emailing us at privacyinquiries@Chubb.com, 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, or by writing to: Office of the Attorney General, Nevada Department of Justice, Bureau of Consumer Protection: 100 North Carson Street, Carson City, NV 89701.

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

Chubb Group Companies Providing This Notice

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

Chubb Group

Notice of HIPAA Privacy Practices for Protected Health Information

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

This notice is effective as of June 15, 2018.

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

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

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

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

I. Notice of PHI Uses and Disclosures

A. Required Uses and Disclosures

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

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

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

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

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

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

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

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

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

C. Uses and Disclosures that Require Your Written Authorization

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

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

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

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

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

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

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

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

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

(1) When required by law.

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

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

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

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

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

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

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

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

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

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

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

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

II. Rights of Individuals

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

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

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

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

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

B. Right to Inspect and Copy PHI

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

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

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

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

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

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

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

C. Right to Amend PHI

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

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

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

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

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

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

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

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

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

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

F. Note About Personal Representatives

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

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

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

III. The Company's Duties

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

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

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

A. "Minimum Necessary" Standard

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

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

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

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

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

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

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

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

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

V. Contact Information

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

VI. Chubb Group Legal Entities

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

Sample Document