

AXIS Insurance Company
233 South Wacker Drive, Suite 4930
Chicago, IL 60606

BLANKET ACCIDENT INSURANCE POLICY

POLICYHOLDER: The Firemen's Association of the State of New York

POLICY EFFECTIVE DATE: April 1, 2026

POLICY NUMBER: EXST-99674-NY10235

POLICY TERM: 04/01/2026 - 03/31/2027

POLICY ANNIVERSARY DATE: April 1

STATE OF ISSUE: New York

This Policy describes the terms and conditions of insurance. This Policy goes into effect subject to its applicable terms and conditions at 12:01 A.M. on the Policy Effective Date shown above at the Policyholder's address. It will remain in effect for the duration of the Policy Term shown above if the premium is paid according to the agreed terms. This Policy terminates at 12:00 A.M., on the day following the last day of the Policy Term unless the Policyholder and the Company agreed to continue coverage under this Policy for an additional Policy Term. The laws of the State of Issue govern this Policy.

The Company and the Policyholder agree to all the terms of this Policy.

SIGNED FOR AXIS Insurance Company



President



Secretary

**THIS IS A LIMITED POLICY WHICH PAYS BENEFITS FOR SPECIFIC LOSSES FROM ACCIDENTS ONLY
IT DOES NOT PAY BENEFITS FOR LOSS CAUSED BY SICKNESS**

**This is a supplement to health insurance and is NOT a substitute for major medical or other comprehensive health insurance coverage. This policy only pays benefits related to a covered accident.
IMPORTANT NOTICE – THIS POLICY DOES NOT PROVIDE COVERAGE FOR SICKNESS
PLEASE READ THIS POLICY CAREFULLY
NON-PARTICIPATING**

Table of Contents

SCHEDULE OF BENEFITS	4
GENERAL DEFINITIONS	8
ELIGIBILITY, EFFECTIVE DATE AND TERMINATION PROVISIONS	12
GENERAL EXCLUSIONS	13
CLAIM PROVISIONS	14
ADMINISTRATIVE PROVISIONS	16
GENERAL PROVISIONS	18
HAZARDS INSURED AGAINST	20
DESCRIPTION OF ACCIDENT INDEMNITY BENEFITS	21
DESCRIPTION OF EXPENSE-INCURRED ACCIDENT BENEFITS	24

SCHEDULE OF AFFILIATES

The following affiliates are covered under this Policy on the effective dates listed below. A newly acquired affiliate may be covered under this Policy on the date it is acquired as long as the Policyholder notifies Us within 30 days of its acquisition and pays the required premium. If We are not notified within the required time period, the affiliate will be covered on the date We agree in writing to provide coverage and receive the required premium. Individuals who are members of the affiliate on its effective date of coverage are eligible for coverage on that date.

AFFILIATE NAME

Not Applicable

SCHEDULE OF BENEFITS

This Policy is intended to be read in its entirety. In order to understand all the conditions, exclusions and limitations applicable to its benefits, please read all the policy provisions carefully.

The *Schedule of Benefits* provides a brief outline of the coverage and benefits provided by this Policy. Please read the section describing the *Hazards Insured Against* and each *Benefit Description* section for full details.

Eligible Persons: An Eligible Person is an individual who meets all of the requirements of one of the covered classes shown below:

Class A

All Active Members of the Policyholder

Class B

All Active Members of the Policyholder

HAZARDS INSURED AGAINST

The benefits provided by this Policy will be paid, subject to applicable conditions, limitations and exclusions, under the following coverages:

The benefits provided by this Policy will be paid, subject to applicable conditions, limitations and exclusions, if a Covered Person sustains a Covered Injury or suffers a Covered Loss while coverage is in force to protect against the following hazards:

All Classes: Exposure and Disappearance Hazard

Class A: 24-Hour Business and Pleasure Hazard
Personal Deviations covered Yes

Class B: Line of Duty Occupational Hazard
Personal Deviations covered No

Aggregate Limit of Indemnity

Applies to:

All Conditions of Coverage

Benefit Amount

Ten times the Class A Principal Sum, not to exceed \$1,000,000

Not more than the Aggregate Limit of Indemnity specified above will be paid for all Covered Losses suffered by all Covered Persons as the result of any one Covered Accident that occurs under one of the Conditions of Coverage, as specified above. If this amount does not allow all Covered Persons to be paid the amounts this Policy otherwise provides, the amount paid will be the proportion of the Covered Person's loss to the total of all losses, multiplied by the Aggregate Limit of Indemnity.

ACCIDENT INDEMNITY BENEFITS

ACCIDENTAL DEATH AND DISMEMBERMENT AND PARALYSIS AND COMA BENEFIT

Class A Principal Sum	\$10,000
Class B Principal Sum	\$20,000
Loss other than Death must occur within	365 days of the Covered Accident
Loss of Life must occur within	365 days of a Covered Accident

SCHEDULE OF COVERED LOSSES

Covered Loss	Benefit
Loss of Life	100% of the Principal Sum
Loss of Both Hands or Both Feet	100% of the Principal Sum
Loss of Sight of Both Eyes	100% of the Principal Sum
Loss of One Hand and One Foot	100% of the Principal Sum
Loss of One Hand and Sight of One Eye	100% of the Principal Sum
Loss of One Foot and Sight of One Eye	100% of the Principal Sum
Quadriplegia	100% of the Principal Sum
Paraplegia	75% of the Principal Sum
Hemiplegia	50% of the Principal Sum
Uniplegia	25% of the Principal Sum
Coma	100% of the Principal Sum
Loss of One Hand or Foot	50% of the Principal Sum
Loss of Sight in One Eye	50% of the Principal Sum
Loss of Speech and Hearing (in both ears)	100% of the Principal Sum
Loss of Speech	50% of the Principal Sum
Loss of Hearing in both ears	50% of the Principal Sum
Loss of Thumb and Index Finger of the Same Hand	25% of the Principal Sum

ADDITIONAL ACCIDENT INDEMNITY BENEFITS

Any benefits payable under the Additional Accident Indemnity Benefits shown below are in addition to any other Accidental Death and Dismemberment Benefits payable.

ACCIDENTAL BURN AND DISFIGUREMENT BENEFIT

75-100% Body Disfigurement	100% of the Principal Sum
50-74% Body Disfigurement	75% of the Principal Sum
25-49% Body Disfigurement	50% of the Principal Sum
10-24% Body Disfigurement	25% of the Principal Sum
Burn Classification	Third degree
Reconstructive or Cosmetic Surgery must:	begin within 12 months of a Covered Accident.

FELONIOUS ASSAULT AND VIOLENT CRIME BENEFIT

Benefit Amount	10% multiplied by the portion of the Benefit Amount applicable to the Covered Loss, as shown in the Accidental Death and Dismemberment Benefit Schedule of Covered Losses
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REHABILITATION BENEFIT

Benefit Amount	10% of the Principal Sum subject to a Maximum of \$10,000
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SEATBELT AND AIRBAG BENEFIT

Seatbelt Benefit 5% of the Principal Sum subject to a Maximum of \$50,000
Airbag Benefit 5% of the Principal Sum subject to a Maximum of \$25,000

**HOME ALTERATION AND VEHICLE
MODIFICATION EXPENSE BENEFIT**

Benefit Amount for the first 5 years
after the date of the Covered Accident \$10,000
Benefit Amount for each
Year period thereafter \$10,000 subject to a lifetime maximum of \$10,000

**MEDICAL EVACUATION AND TRANSPORT
EXPENSE BENEFIT**

Benefit Percentage 100%
Covered Accident must occur 100 or more miles from the Covered Person's Home
Specified Distance between the
Covered Person's Home and
the nearest Medical Facility 100 miles

**POST-INCIDENT CRISIS COUNSELING
SERVICES BENEFIT**

Benefit Limit for Bereavement
and Trauma Counseling \$5,000 per incident for all Covered Persons affected

First response must begin within 90 days after notification of a Critical Incident

Bereavement Counseling Benefit \$100 per session
Maximum Number of Sessions 10
Bereavement Counseling Expenses
must be incurred within 90 days from the date of another Covered Person's
death

Trauma Counseling Benefit \$100 per session
Maximum Number of Sessions 10
Trauma Counseling Expenses
must be incurred within 90 days from the date of Covered Injury or Covered
Loss or Critical Incident

REPATRIATION EXPENSE BENEFIT

Benefit Percentage 100%
Death must occur 100 or more miles from the Covered Person's Home

PREMIUM RATE TABLE

It is hereby agreed and understood that the premium amounts, and the manner in which premiums are due and payable, are as follows:

Mode of Premium Payment	Premium payments of \$28,182 per quarter
Premium Due Date	Quarterly payments due on the following dates: 04/01/2026, 07/01/2026, 10/01/2026 and 01/01/2027
Initial Premium	\$112,728

Rate is \$3.00 per insured member per year. Premium is based on 37,576 members
The Initial Premium Rate Guarantee and any premium rate guarantee applicable to renewal are subject to the *Cancellation* and *Premium Rate Change* section of the *Administrative Provisions* of this Policy.

GENERAL DEFINITIONS

Please note that certain words used in this Policy have specific meanings. The words defined below and capitalized within the text of this Policy have the meanings set forth below. They are capitalized wherever they appear in this Policy.

Aircraft means a vehicle which:

1. has a valid Certificate of Airworthiness; and
2. is being flown by a properly qualified pilot with a valid license to operate the Aircraft.

Ambulatory Medical or Surgical Center means any licensed public or private establishment which:

1. has an organized medical staff;
2. has permanent facilities that are equipped and operated mainly for the purpose of providing medical or surgical treatment;
3. provides continuous services of Physicians and registered nurses, whenever a patient is in the facility; and
4. does not provide services or other accommodations for patients to stay overnight.

Appropriate Treatment means care, services or supplies provided to a Covered Person, solely by or at the direction of a treating Physician exercising prudent medical judgment and acting independently of the Company, for the purpose of evaluating, diagnosing or treating a Covered Injury sustained as the direct result of a Covered Accident, that are:

1. in accordance with generally accepted standards of medical practice;
2. clinically appropriate, in terms of type, frequency, extent, site and duration;
3. considered effective for the Covered Injury;
4. not primarily for the convenience of the Covered Person, the Covered Person's Physician or any other Physician; and
5. not more costly than an alternative service or sequence of services at least as likely to produce equivalent therapeutic or diagnostic results for the diagnosis or treatment of a Covered Injury.

For the purposes of this definition, Generally Accepted Standards of Medical Practice means:

- a. standards that are based on credible scientific evidence published in peer-reviewed, medical literature generally recognized by the relevant medical community;
- b. Physician and health care provider specialty society documents;
- c. The views of Physicians and health care providers practicing in the relevant clinical areas; and
- d. any other relevant factors.

Benefit Percentage means the percentage of Covered Expenses We pay that are Incurred by the Covered Person after he satisfies any applicable Deductible. Benefit Percentages are shown in the *Schedule of Benefits*.

Benefit Period means a period, shown in the *Schedule of Benefits* and commencing with the date of the first Covered Expense Incurred for treatment of a Covered Injury sustained as the direct result of a Covered Accident, during which Benefits are payable.

Certificate of Airworthiness means the standard airworthiness certificate issued by the Federal Aviation Administration of the United States or its foreign equivalent.

Common Carrier or Public Conveyance means:

1. a Conveyance, including an Aircraft, licensed for hire to carry fare-paying passengers; or
2. a transport Aircraft operated by the Air Mobility Command of the United States of America or similar air transport service of another country.

Company or We, Us, Our means AXIS Insurance Company, domiciled in Chicago, Illinois.

Conveyance means a motorized craft, vehicle or mode of transportation licensed or registered by a governmental authority.

Covered Accident means a sudden, unforeseeable event that results, directly and independently of all other causes, in a Covered Injury or Covered Loss and meets all of the following conditions:

1. occurs while the Covered Person is insured under this Policy;
2. occurs while coverage is provided to protect against one of the hazards specified in the *Schedule of Benefits*;
3. is not contributed to by disease, Sickness, or mental or emotional disorders;
4. is not otherwise excluded under the terms of this Policy.

Covered Activity means any recurring activity or event that is shown in the *Schedule of Benefits* and:

1. takes place while coverage is provided to protect against one of the hazards specified in the *Schedule of Benefits*; and
2. is sponsored, organized, scheduled or otherwise provided by the Policyholder.

The activity must be under sole direct supervision of qualified Policyholder authorities and may, if specified in the Policy, include Policyholder sponsored and supervised travel to and from such an activity.

Covered Expenses means the Usual and Customary charges for services or supplies listed in the *Schedule of Benefits*, and described in the *Accident Medical Benefits* section, that the Covered Person Incurs during the Benefit Period for Appropriate Treatment of a Covered Injury. A Physician must recommend and approve these services or supplies.

Covered Injury means any bodily harm that results, directly and independently of all other causes, from a Covered Accident.

A Covered Injury includes aggravation of a Preexisting Condition sustained before the Covered Accident, if such aggravation resulted directly and independently of all other causes from a Covered Accident, but only if a Physician had released the Covered Person to participate in the Covered Activity during which the Covered Accident occurred

Covered Person means an Eligible Person, as defined in the *Schedule of Benefits*, for whom required premium has been paid when due, and for whom coverage under this Policy remains in force.

Covered Loss means a loss:

1. which is the result of a Covered Injury to a Covered Person;
2. for which benefits are payable under this Policy; and
3. which is not otherwise excluded under the terms of this Policy.

Deductible means the amount of Covered Expenses that each Covered Person must Incur, as applicable, before benefits are paid under this Policy. The Deductible may apply to each Covered Accident or each Policy Term, as shown in the *Schedule of Benefits*.

He, His, Him refers to any individual, male or female.

Health Care Plan means any arrangement, whether incident to employment or membership in an association or other group, which provides benefits or services for health care, dental care or disability benefits. A Health Care Plan includes group, blanket or franchise:

1. insurance policies;
2. subscriber contracts;
3. uninsured or self-funded agreements or arrangements;
4. coverage provided through Health Maintenance Organizations, Preferred Provider Organizations and other prepayment and group practice plans;
5. medical benefits provided under automobile "fault" and "no-fault"-type contracts;
6. medical benefits provided by any governmental plan or coverage or other benefit law, except:
 - a. a state-sponsored Medicaid plan; or
 - b. a plan or law providing benefits only in excess of any private or non-governmental plan;
7. other valid and collectible medical or health care benefits or services.

Home means the structure or land in or on which the Covered Person permanently resides.

Hospital means a short-term acute care general hospital which:

1. is primarily engaged in providing to inpatients, by or under the continuous supervision of physicians, diagnostic and therapeutic services for diagnosis, treatment and care of injured or sick persons; and
2. has organized departments of medicine and major surgery; and
3. has a requirement that every patient must be under the care of a physician or dentist; and
4. provides 24-hour nursing services by or under the supervision of a graduate registered professional nurse (R.N.); and
5. if located in New York state, has in effect a hospitalization review plan applicable to all patients, which meets at least the standards set forth in section 1861(k) of the United States Public Law 89-97 (42 USCA 1395(k)(0)); and
6. is duly licensed by the agency responsible for licensing such hospitals; and
7. is not, other than incidentally, a place of rest, a place primarily for the treatment of tuberculosis, a place for the aged, a place for drug addicts, alcoholics or a place for convalescent, custodial, educational or rehabilitative care.

Hospital Stay means a confinement in a Hospital, ordered by a Physician, over one or more nights when room and board and general nursing care are provided at a per diem charge made by the Hospital. The Hospital Stay must result directly and independently of all other causes from a Covered Accident. Separate Hospital Stays due to the same Covered Accident will be treated as one Hospital Stay unless separated by at least 90 days.

Immediate Family Member means a person who is related to the Covered Person in any of the following ways: Spouse, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, father-in-law, parent, including stepparent, brother or sister, including stepbrother or stepsister, or child, including legally adopted child or stepchild.

Incurred or Incurs means an obligation to pay for a Covered Expense for treatment, service or purchase of supplies, deemed to be the date it is provided to the Covered Person.

In-Patient means a Covered Person who is confined for at least one full day's Hospital room and board. The requirement that a person be charged for room and board does not apply to confinement in a Veteran's Administration Hospital or Federal Government Hospital and in such case, the term "Inpatient" shall mean a Covered Person who is required to be confined for a period of at least a full day as determined by the Hospital.

Nurse means a licensed graduate registered nurse (R.N.) or a licensed practical nurse (L.P.N.) who is not:

1. the Covered Person; or
2. an Immediate Family Member of either the Covered Person or the Covered Person's Spouse.

Out-Patient means a Covered Person who receives Appropriate Treatment, services and supplies while not an Inpatient in a Hospital.

Partial Disability or Partially Disabled means the inability of the Covered Person who was engaged in an occupation before He became Totally Disabled, to perform all of the material duties of that occupation and to earn more than the Maximum Monthly Earnings shown in the Schedule of Benefits.

Physical Therapy means any form of physical therapy, whether by machine or hand, by use of exercise, manipulation, massage, adjustment, heat or cold, air, light, water, electricity or sound.

Personal Deviation means an activity which:

1. is not reasonably related to or incidental to the purpose of travel for which coverage is provided by this Policy; and
2. the Covered Person performs before, during or after covered travel.

When coverage is provided during a Personal Deviation, the time period covered is shown in the section of the *Schedule of Benefits* that lists the Hazards Insured Against.

Physician means a licensed health care professional acting within the scope of his license that typically treats the Covered Person's condition and rendering care and treatment for the Covered Person that is appropriate for the condition and locality, and who is not

1. the Covered Person; or
2. An Immediate Family Member of the Covered Person or his Spouse.

Pre-existing Condition is one for which medical advice was given, treatment was recommended by or received from a Physician, within six (6) months before the Covered Person's effective date of insurance.

Private Passenger Automobile means a validly registered, four-wheel private passenger car, including Policyholder-owned cars, campers, motor homes, station wagons, sport utility vehicles, pick-up trucks and van-type cars that are not licensed commercially or being used for commercial purposes. Any vehicle being used as a taxicab, bus, or other Public Conveyance will not be considered a Private Passenger Automobile.

School means the School or School District where the Covered Person is enrolled or employed. The School must be licensed or accredited, as applicable, by the jurisdiction where it is located, to provide the care, education or training for which the Covered Person is enrolled.

Sickness means a physical or mental illness, including pregnancy.

Spouse means the Covered Person's lawful Spouse of the same or opposite sex.

Surgical Procedure means:

1. a cutting procedure;
2. suturing a wound;
3. treatment of a fracture;
4. reduction of a dislocation;
5. electrocauterization;
6. diagnostic and therapeutic endoscopic procedures; and
7. an operation by means of laser beam.

Usual and Customary Charge means the normal charge, in the absence of insurance, made by the provider of any Appropriate Treatment, but not more than the prevailing charge in the area:

1. for a like service by a provider with similar training or experience; or
2. for a supply that is identical or substantially equivalent.

War means a state or period of declared or undeclared war whether civil or international, any substantial armed conflict with organized forces of a military nature between nations, states or parties.

ELIGIBILITY, EFFECTIVE DATE AND TERMINATION PROVISIONS

Policy Effective Date

We agree to provide Accident Insurance Benefits described in this Policy in consideration of the Policyholder's application and payment of the Premium when due. Insurance begins on the Policy Effective Date shown on this Policy's first page.

Effective Date for Newly-Acquired Affiliates

Insurance becomes effective for any newly-acquired affiliate of the Policyholder on the date it is acquired, if: We have been notified in writing within the time period specified in the *Schedule of Affiliates* provision and have agreed to provide insurance, and additional premium has been paid when due. If We are not notified within the required time period, insurance for the affiliate will become effective on the date We agree in writing to insure it and receive any additional premium due. Individuals who are employees of an affiliate on its effective date of insurance under this Policy will be eligible for insurance on that date.

Eligibility

A person is eligible for insurance under this Policy when he meets the definition of an Eligible Person shown in the *Schedule of Benefits*. An Eligible Person may be insured under only one Covered Class, even though he may be eligible under more than one Covered Class.

Effective Date for Individuals

Insurance becomes effective for the Eligible Person on the later of the following dates:

1. the Policy Effective Date;
2. the date the person becomes eligible.

In no event will insurance for the Eligible Person become effective before the Policy Effective Date.

Effective Date of Changes

Any increase or decrease in the amount of insurance for the Covered Person resulting from:

1. a change in benefits provided by this Policy; or
2. a change in the Covered Person's Covered Class

Will take effect on the date of such change.

Termination of Insurance

Insurance for the Covered Person will end on the earliest of:

1. the date the person is no longer in an Eligible Class; and
2. the date the person enters full time active duty in any Armed Forces. We will refund any premium paid for any period of active duty when We receive proof of active duty. Active duty does not include Reserve or National Guard duty for training; and
3. the end of the period for which the last premium is made; and
4. The date coverage for the Eligible Class of which the Covered Person is a member ends;
5. the date this Policy ends; and
6. the first day of the following School year.

Termination does not affect a claim for a Covered Loss due to a Covered Accident that occurs before the termination date. However, in no instance will benefits extend beyond the earliest of:

1. the end of the Benefit Period; and
2. the date benefits equal to any applicable Benefit Limit; as shown in the *Schedule of Benefits*, have been paid.

GENERAL EXCLUSIONS

In addition to any benefit-specific exclusion, benefits will not be paid for any Covered Injury, Covered Loss or Covered Expense which directly or indirectly, in whole or in part, is caused by or results from any of the following unless coverage is specifically provided for by name in this Policy:

1. suicide, attempted suicide or intentionally self-inflicted Injury;
2. participation in a felony;
3. participation in a riot or insurrection;
4. war or act of war, whether declared or undeclared;
5. service in the Armed Forces or units auxiliary thereto;
6. air travel, except as a fare-paying passenger on a scheduled or charter flight operated by a scheduled airline;
7. treatment of a Covered Accident while the Covered Person is outside the United States, its possessions or the countries of Canada and Mexico;
8. services performed by a member of the Covered Person's immediate family; or
9. benefits which are provided under any State or Federal workers' compensation, employer liability or occupational disease law.

CLAIM PROVISIONS

Notice of Claim

Written or authorized electronic/telephonic notice must be given to Us or Our agent within 31 days after a Covered Accident occurs or the loss begins, or as soon as reasonably possible. If written or authorized electronic/telephonic notice is not given in that time, the claim will not be invalidated or reduced if it is shown that written or authorized electronic/telephonic notice was given as soon as was reasonably possible. Notice can be given to Us at 10000 Avalon Blvd., Suite 200, Alpharetta, GA 30009, such other place as We may designate for the purpose, or to Our authorized agent. Notice should include the Policyholder's name and policy number and the Covered Person's name and address.

Claim Forms

We send forms for filing proof of loss when We receive the notice of claim. If claim forms are not sent within 15 days after We receive notice, the proof requirements will be met by submitting, within the time fixed in this Policy for filing proof of loss, written or authorized electronic proof of the nature and extent of the loss for which claim is made.

Claimant Cooperation Provision

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

Proof of Loss

Written or authorized electronic proof of loss satisfactory to Us must be given to Us at Our office, within 120 days of the loss for which claim is made. If: (a) benefits are payable as periodic payments; and (b) each payment is contingent upon continuing loss, then proof of loss must be submitted within 120 days after the termination of each period for which We are liable. If written or authorized electronic notice is not given within that time, no claim will be invalidated or reduced if it is shown that such notice was given as soon as reasonably possible.

Time of Payment of Claims

We will pay benefits due under this Policy for any loss, other than a loss for which this Policy provides any periodic payment, immediately upon receipt of due written or authorized electronic proof of such loss. Subject to due written or authorized electronic proof of loss, all accrued benefits for loss for which this Policy provides periodic payment will be paid monthly unless otherwise specified in the benefit descriptions. Any balance remaining unpaid at the termination of liability will be paid immediately upon receipt of proof satisfactory to Us, unless otherwise stated in this Policy.

Payment of Claims

All benefits will be paid in United States currency. Benefits for loss of life will be payable in accordance with the Beneficiary provision and these Claim Provisions. All other proceeds payable under this Policy, unless otherwise stated, will be payable to the Covered Person or to his designated beneficiary or beneficiaries, or to his estate, except that if the person insured be a minor, such benefits may be made payable to his parent, guardian, or other person actually supporting him, or to a person or persons chiefly dependent upon him for support and maintenance.

If We are to pay benefits to the estate or to a person who is incapable of giving a valid release, We may pay \$1,000 to a relative by blood or marriage whom We believe is equitably entitled. Any payment made by Us in good faith pursuant to this provision will fully discharge Us to the extent of such payment and release Us from all liability for that payment.

Beneficiary

The beneficiary is the person or persons the Covered Person names or changes on a form executed by him and satisfactory to Us. This form may be in writing or by any electronic means agreed upon between Us and the Policyholder. Consent of the beneficiary is not required to affect any changes, unless the beneficiary has been designated as an irrevocable beneficiary, or to make any assignment of rights or benefits permitted by this Policy.

A beneficiary designation or change will become effective on the date the Covered Person executes it. However, We will not be liable for any action taken or payment made before We record notice of the change at our Home Office.

If more than one person is named as beneficiary, the interests of each will be equal unless the Covered Person has specified otherwise. The share of any beneficiary who does not survive the Covered Person will pass equally to any surviving beneficiaries unless otherwise specified.

If there is no named beneficiary or surviving beneficiary, or if the Covered Person dies while benefits are payable to him, We may make direct payment to the estate of the Covered Person or to the first surviving class of the following classes of persons:

1. Spouse;
2. Child or Children;
3. parents;
4. siblings;
5. Your estate.

Physical Examination and Autopsy

We, at Our own expense, have the right and opportunity to examine the Covered Person when and as often as We may reasonably require while a claim is pending and to make an autopsy in case of death where it is not forbidden by law.

Legal Actions

No action at law or in equity will be brought to recover benefits under this Policy less than 60 days after satisfactory proof of loss has been furnished as required by this Policy. No such action will be brought more than two years after the time such written proof of loss must be furnished.

Recovery of Overpayment

If benefits are overpaid, We have the right to recover the amount overpaid by either of the following methods.

1. A request for lump sum payment of the overpaid amount.
2. A reduction of any amounts payable under this Policy.

If there is an overpayment due when the Covered Person dies, We may recover the overpayment from the Covered Person's estate.

ADMINISTRATIVE PROVISIONS

Cancellation

We or the Policyholder may cancel this Policy, after the first year Policy Term by giving the other party 31 days advance written or authorized electronic notice. Any premium rate guarantee will not affect Our or the Policyholder's right to cancel this Policy. When a unilateral contract change is made by Us, we will provide at least 45; days written notice prior to termination. We will always provide at least 14 additional days' notice beyond the number of days the Policyholder is required to provide written notice to terminate coverage.

If We cancel this Policy, any earned premium will be computed pro rata and any unearned portion promptly returned to the Policyholder. If the Policyholder cancels this Policy, any unearned premium paid to Us will be returned to the Policyholder immediately; or the Policyholder will immediately pay any earned premium to Us that has not been paid. Earned premium will be computed pro rata.

If a premium is not paid when due, We will cancel this Policy at the end of the last period for which premium was paid, subject to the Grace Period provision. Premium Due Dates are shown in the *Schedule of Benefits*.

Cancellation does not affect a claim for a Covered Loss when the Covered Accident occurs before the cancellation date.

Grace Period

A Policy Grace Period of 31 days will be granted for payment of required premiums due after the first premium, unless:

1. We do not intend to renew this Policy beyond the period for which premium has been accepted; and
2. written notice of Our intention not to renew is delivered to the Policyholder at least 45 days before the premium is due.

This Policy will be in force during the Policy Grace Period. If the required premiums are not paid during the Policy Grace Period, insurance will end on the last day of the Grace Period. The Policyholder is liable to Us for any unpaid premium for the time this Policy was in force.

Premiums

Premium rates are expressed in, and premiums are payable in, United States currency. The premiums for this Policy will be based on the rates set forth in the *Premium Rate Table*, the plan and amounts of insurance in effect for Covered Persons and the premium mode selected, as shown in the *Schedule of Benefits*. If Covered Persons' coverage amounts are reduced due to age, premium will be based on the amounts of coverage in force on the day before the reduction took place. We will provide notifications of premiums due or premium changes, by mail to the most current address in our files, to the Policyholder.

Premium Payment

The total premium paid by the Policyholder is the sum of premiums for all Covered Persons. The initial premium is due on the Policy Effective Date and each succeeding premium is due on the next succeeding Premium Due Date, as shown in the *Schedule of Benefits*, unless the Policyholder and We agree to another mode of premium payment. Premiums are paid at Our Home Office or to Our authorized agent.

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

Premium Rate Changes

We may change premium rates at the end of any Policy Term or any Premium Rate Guarantee Period with at least 31 days advance notice mailed to the last known address of the Policyholder. We will not increase premium rates more frequently than annually, unless one of the events described below occurs.

We may change the premium rate during a Policy Term or during any applicable Premium Rate Guarantee Period if any one of the following occurs:

1. the terms of this Policy change; coverage is reinstated following failure to pay premium during the Grace Period;
2. a change in any federal or state law or regulation is enacted, adopted or amended to the extent it affects Our benefit obligations under this Policy.

Any increase or decrease in rate will take effect on the date of the applicable change specified above, subject to required notification. A pro rata adjustment will apply from the date of the change to the end of any period for which premium has been paid.

Premium Audit

We will have the right to audit books and records of the Policyholder at its place of business and during its regularly-scheduled business hours, in order to determine the accuracy of premiums paid.

Refund of Premium

We will refund any premium paid for coverage of a specified Covered Activity if:

1. that Covered Activity is cancelled; and
2. the Policyholder notifies Us in writing at least 14 days before the Covered Activity was scheduled to take place.

No insurance will be in effect for any Covered Person while he participates in, travels to, attends or otherwise is involved in the cancelled Covered Activity. If this Policy was issued to insure only the Covered Activity that was cancelled, and We were notified as required in 2. above, this Policy will be void from its inception.

Reinstatement

This Policy may be reinstated if it lapsed for nonpayment of premium. Requirements for reinstatement are written application of the Policyholder satisfactory to Us and payment of all overdue premiums. Any premium accepted in connection with a reinstatement will be applied to a period for which premium was not previously paid, but not to any period more than 60 days prior to the date of reinstatement.

GENERAL PROVISIONS

Entire Contract; Changes

This Policy, including the endorsements, amendments and any attached papers constitutes the entire contract of insurance. No change in this Policy will be valid until approved by one of Our executive officers and endorsed on or attached, as an amendment signed by the Policyholder and us, to this Policy. No agent has authority to change this Policy or to waive any of its provisions.

If an enrollment form of any Covered Person is required, it may also be made a part of this Policy at Our option.

Addition of New Members

All Members added to one of the Classes of Covered Classes in the *Schedule of Benefits* are eligible for insurance under this Policy, in accordance with its Effective Date provisions.

Misstatement of Fact

If the Policyholder has misstated any fact, all amounts payable under this Policy will be such as the premium paid would have purchased had such fact been correctly stated.

No misrepresentation shall avoid the contract of insurance or defeat recovery thereunder unless such misrepresentation was material. No misrepresentation shall be deemed material unless knowledge by the insurer of the facts misrepresented would have led to a refusal by the insurer to make such contract.

Assignment

The rights and benefits provided by this Policy, except as provided herein, may not be assigned. The payee may, after a benefit or series of benefits has become payable, assign only those benefits. Such assignment will be valid only if We receive it before any of those benefits have been paid and only for benefits payable for claims arising from the same Covered Accident. Any other attempt to assign will be void.

This insurance may not be levied on, attached, garnished, or otherwise taken for a person's debts unless contrary to law.

Certificates

We will provide a certificate of insurance for delivery to each Covered Person. Each certificate will list the benefits, conditions and limits of this Policy. It will state to whom benefits will be paid.

Reporting Requirements

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

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

Clerical Error

A person's coverage validly in force will not be affected, nor will a person's coverage validly terminated be continued, due to error or delay in keeping records pertaining to insurance under this Policy. If such error or delay is found, We will adjust the premium fairly.

Records

The Policyholder or its authorized administrator will maintain the records of the Covered Person's insurance under this Policy. We will be permitted to examine the Policyholder's records relating to the insurance under this Policy at any reasonable time. The Policyholder is acting as an agent of the Covered Person for transactions relating to this insurance. The actions of the Policyholder will not be considered Our actions.

Examination of the Policy

This Policy will be available for inspection at the Policyholder's office during regular business hours.

Conformity with Statutes

Any provision in this policy that is in conflict with the requirements of any state or federal law that apply to this Policy are automatically changed to satisfy the minimum requirements of such laws.

Workers' Compensation Insurance

This Policy is not in place of and does not affect any requirements for coverage under any Workers' Compensation laws.

HAZARDS INSURED AGAINST

This Section describes the hazards under which each Covered Person is insured and under which benefits provided by this Policy become payable. Any benefit is payable only once, even though more than one hazard may apply. Please read these and the *General Exclusions* sections in order to understand all of the terms, conditions and limitations of coverage.

EXPOSURE AND DISAPPEARANCE HAZARD

We will pay benefits provided by this Policy, subject to all applicable conditions and exclusions, if the Covered Person suffers a Covered Injury which results directly and independently of all other causes from a Covered Accident that results in the Covered Person's unavoidable exposure to the elements following the forced landing, sinking, stranding or wrecking of a vehicle.

If the Covered Person disappears and is not found within one year from the date of wrecking, sinking or disappearance of the conveyance in which the Covered Person was riding in the course of a trip which would otherwise be covered under this Policy, it will be presumed that the Covered Person's death resulted directly and independently of all other causes from a Covered Accident.

24-HOUR BUSINESS AND PLEASURE HAZARD

The Company will pay the Benefit Amount shown in the Schedule of Benefits, subject to all applicable conditions and exclusions, when the Covered Person suffers a Covered Loss that occurs any time while insured by this Policy including riding in or entering an Aircraft.

Exclusions that apply to this Hazard are in the Common Exclusions Section.

LINE OF DUTY OCCUPATIONAL HAZARD

The Company will pay the Benefit Amount shown in the *Schedule of Benefits*, subject to all applicable conditions and exclusions, if the Covered Person suffers a Covered Loss that occurs during a Covered Activity and while the Covered Person is Acting in the Line of Duty.

The Covered Loss must take place while:

1. the Covered Person is on duty, on or off the Policyholder premises; or
2. Acting in the Line of Duty during response to an emergency while off duty.

Definitions For purposes of this Hazard:

Acting in the Line of Duty means acts done according to the standards set by Policyholder for the type of work in which the Insured Person is engaged.

Exclusions Exclusions that apply to this Hazard are in the *Common Exclusions* Section

DESCRIPTION OF ACCIDENT INDEMNITY BENEFITS

This Section describes the Accident Indemnity Benefits provided by this Policy. Benefit amounts, benefit periods and any applicable aggregate and benefit-specific maximums are shown in the *Schedule of Benefits*. Please read these and the *General Exclusions* sections in order to understand all of the terms, conditions and limitations applicable to these Benefits.

ACCIDENTAL DEATH AND DISMEMBERMENT AND PARALYSIS AND COMA BENEFITS

Covered Losses

We will pay the benefit for any one of the Covered Losses listed in the *Schedule of Benefits*, subject to all applicable conditions and exclusions, if the Covered Person suffers a Covered Loss resulting directly and independently of all other causes from a Covered Accident within the applicable time period specified in the *Schedule of Benefits*.

If the Covered Person sustains more than one Covered Loss as a result of the same Covered Accident, We will pay the Benefit for the Covered Loss for which the largest benefit is payable.

If a Covered Accident causes the Covered Person's death, the total of all Benefits We will pay for Accidental Death and any other Covered Losses will not exceed the largest Benefit payable for a Covered Loss

Definitions

Loss of a Hand or Foot means complete Severance through or above the wrist or ankle joint.

Loss of Sight means the total, permanent inability to see with one or both eyes. The Loss of Sight must be irrecoverable by natural, surgical or artificial means.

Loss of Speech means total and permanent loss of audible communication which is irrecoverable by natural, surgical or artificial means.

Loss of Hearing means total and permanent loss of ability to hear any sound in both ears which is irrecoverable by natural, surgical or artificial means.

Loss of a Thumb and Index Finger of the Same Hand or Loss of Four Fingers of the Same Hand means complete Severance through or above the metacarpophalangeal joints of the same hand (the joints between the fingers and the hand).

Quadriplegia means Paralysis of both upper and lower limbs.

Hemiplegia means Paralysis of the upper and lower limbs on one side of the body.

Paraplegia means Paralysis of both lower limbs or both upper limbs.

Uniplegia means Paralysis of one upper or one lower limb.

Paralysis or Paralyzed means total loss of use that begins within 90 days of a Covered Accident. A Physician must determine the loss of use to be complete and not reversible at the time the claim is submitted.

Coma means a profound state of unconsciousness from which the Covered Person is not likely to be aroused through powerful stimulation. The Coma must begin within 90 days of the Covered Accident, continue for 15 consecutive days and must be diagnosed and treated regularly by a Physician. Coma does not mean any state of unconsciousness intentionally induced during the course of treatment of a Covered Injury unless the state of unconsciousness results from the administration of anesthesia in preparation for surgical treatment of injuries sustained in that Covered Accident.

Severance means complete separation and dismemberment of the part from the body.

ACCIDENTAL BURN AND DISFIGUREMENT BENEFIT

We will pay the additional benefit shown in the *Schedule of Benefits*, subject to all applicable conditions and exclusions, if the Covered Person suffers an accidental burn resulting directly and independently of all other causes from a Covered Accident and that accidental burn causes Disfigurement or loss of physical abilities

Disfigurement or loss of physical abilities must satisfy all of the conditions below.

1. Reconstructive or cosmetic surgery is required to restore the Covered Person's physical abilities or correct Disfigurement, within the time period specified in the *Schedule of Benefits*.
2. The Covered Accident must occur during a Covered Activity shown in the *Schedule of Benefits*;
3. A Physician must determine that the burn satisfies all of the following:
 - a. involves the minimum Body Disfigurement percentage shown in the *Schedule of Benefits*; and
 - b. is classified as shown in the *Schedule of Benefits*; and
 - c. results in Disfigurement or loss of physical abilities.

Definitions For purposes of this benefit:

Disfigurement or Disfigured means a Covered Loss that causes spoiled or deformed appearance that can only be corrected by means of reconstructive or cosmetic surgery.

FELONIOUS ASSAULT AND VIOLENT CRIME BENEFIT

We will pay the additional benefit shown in the *Schedule of Benefits*, subject to all applicable conditions and exclusions, if the Covered Person suffers a Covered Loss shown in the Accidental Death and Dismemberment Schedule of Covered Losses. The Covered Loss must result directly and independently of all other causes, from a Covered Accident that occurs during a Felonious Assault or Violent Crime as described below. A police report detailing the Felonious Assault or Violent Crime must be provided before any benefits will be paid.

Definitions For purposes of this benefit:

Felonious Assault means any willful and unlawful use of force by an individual against the Covered Person in connection with the commission, or attempted commission of robbery, theft, kidnapping, hostage taking, hijacking, assault, murder, manslaughter, riot, or insurrection. Such use of force must be a felony or equivalent of a felony under any country, state, territory or local statutory or common law applicable in the jurisdiction where the Covered Loss occurs.

Violent Crime means violence involving force or threat of force and is one of four offenses: murder and non-negligent manslaughter, forcible rape, robbery, and aggravated assault.

Limitation on Benefits

Benefits will not be paid for any Covered Loss sustained during any Felonious Assault or Violent Crime committed by the Covered Person.

REHABILITATION BENEFIT

We will pay the additional benefit shown in the *Schedule of Benefits*, subject to all applicable conditions and exclusions, when the Covered Person requires Rehabilitation after sustaining a Covered Loss other than death shown in the Accidental Death and Dismemberment Schedule of Covered Losses that resulted directly and independently of all other causes from a Covered Accident.

Definition For purposes of this benefit:

Rehabilitation means medical services, supplies, or treatment, or Hospital confinement (or part of a Hospital confinement) that:

1. is essential for physical rehabilitation required due to the Covered Person's Covered Loss; and
2. meets generally accepted standards of medical practice; and
3. is performed under the care, supervision or order of a Physician; and
4. prepares the Covered Person to return to His or any other occupation.

SEATBELT AND AIRBAG BENEFIT

We will pay the additional benefit shown in the *Schedule of Benefits*, subject to all applicable conditions and exclusions, when the Covered Person's death results, directly and independently of all other causes, from a Covered Accident while He is wearing a seatbelt and operating or riding as a passenger in a Private Passenger Automobile. We will also pay an additional benefit if the Covered Person was also positioned in a seat protected by a Supplemental Restraint System (Airbag).

Verification of proper use of the seatbelt at the time of the Covered Accident and that the Supplemental Restraint System inflated upon impact must be a part of an official police report of the Covered Accident or be certified, in writing, by the investigating officer(s) and submitted with the Covered Person's claim to Us.

Definitions For purposes of this benefit:

Supplemental Restraint System means an airbag that inflates upon impact for added protection to the head and chest areas.

DESCRIPTION OF EXPENSE-INCURRED ACCIDENT BENEFITS

This Section describes the Scope of Coverage for which Medical Benefits are payable and the *Expense-Incurred Accident Benefits* provided by this Policy. Any applicable benefit percentages, benefit deductibles, benefit periods, benefit limits and maximums are shown in the *Schedule of Benefits*. Please read these and the *General Exclusions* Sections in order to understand all of the terms, conditions and limitations applicable to these benefits.

SCOPE OF COVERAGE APPLICABLE TO EXPENSE-INCURRED MEDICAL BENEFITS

Covered Expenses and any applicable Deductibles are shown in the *Schedule of Benefits*.

Other Health Care Plan Benefits

When another Health Care Plan provides benefits in the form of services rather than cash payments, We will consider the reasonable cash value of such service in determining whether any Deductible has been satisfied, or any amount by which any benefit provided by this Policy will be reduced.

HOME ALTERATION AND VEHICLE MODIFICATION BENEFIT

The Company will pay the Benefit Amount shown in the *Schedule of Benefits*, subject to all applicable conditions and exclusions, if the Covered Person suffers a Covered Loss and when all of the following conditions are met:

1. before the date of the Covered Accident, the Covered Person did not require the use of any adaptive devices or adaptation of residence and/or vehicle;
2. as a direct result of such Covered Accident, the Covered Person now requires such adaptive devices or adaptation of residence and/or vehicle to maintain an independent lifestyle; and
3. the Covered Person requires home alteration or vehicle modification within one year of the date of the Covered Loss.

In order to be eligible for the Home Alteration or Vehicle Modification Benefit:

1. a Physician must certify that the home alteration or vehicle modification is necessary as a result of a Covered Loss;
2. the home alteration or vehicle modification must be made by someone experienced in such alteration and modifications;
3. the modification must be in compliance with the applicable laws or requirements of the appropriate governmental authority; and
4. the expense of the home alteration or vehicle modification must not exceed the usual level of charges for similar alterations and modification in the locality where the expense is incurred.

Exclusions Exclusions that apply to this Benefit are in the Common Exclusions Section

MEDICAL EVACUATION AND TRANSPORT EXPENSE BENEFIT

We will reimburse Covered Expenses the Covered Person Incurs as described below, subject to all applicable conditions and exclusions, because medical evacuation or transportation is necessitated, directly and independently of all other causes, by Covered Injuries sustained in a Covered Accident. The Covered Accident must occur and Covered Expenses must be Incurred:

1. while the Covered Person is away from His Home, as specified in the *Schedule of Benefits*; and
2. because adequate medical treatment is not locally available, as determined by the Covered Person's Physician, or because the Covered Person cannot return to His Home or to a Hospital or other appropriate medical facility within a specified distance of His Home, using the means of transportation He would have used had the Covered Accident not occurred, as determined by the Covered Person's Physician.

Covered Expenses

Benefits will be payable for:

1. expenses for medical service required for evacuation to the nearest medical facility;
2. expenses for medical service required during transportation to the Covered Person's Home or to a Hospital;
3. expenses for escort services if the Covered Person is disabled, when a Physician recommends the escort in writing; or expenses for an Immediate Family Member or traveling companion to escort the Covered Person, when a Physician recommends the escort in writing;
4. expenses for ambulance service to the nearest airport and air ambulance upon departure;
5. special costs incurred while transporting the Covered Person to the nearest adequate medical facility, such as a stretcher, oxygen or other special medical arrangements that a Physician has recommended in writing;
6. expenses for transportation above the cost of a return airfare ticket held by the Covered Person or in the absence of a ticket, the cost of an economy airfare ticket.

If services are covered under any worker's compensation law, the Covered Person must assign to Us the rights to those benefits.

Definition For purposes of this benefit:

Home means the place to which the Covered Person intended to return when He began the trip during which the Covered Accident occurred.

Limitation

Any expenses other than transportation costs that would not have been payable as Covered Expenses under the *Accident Medical Expense Benefit* will not be payable under the *Medical Evacuation Expense Benefit*.

POST-INCIDENT CRISIS COUNSELING SERVICES BENEFIT

We will pay Covered Expenses, as shown in the *Schedule of Benefits*, subject to all applicable conditions and exclusions, for Post-Incident Crisis Counseling Services provided to a Covered Person in response to a Critical Incident as part of the Policyholder's Post-Incident Crisis Management Plan:

1. when the Covered Person requires trauma counseling because the Covered Person suffered a Covered Injury or a Covered Loss other than death that resulted directly and independently of all other causes that occurred during a Covered Activity.
2. when a Covered Person requires trauma counseling after a Critical Incident, during which He witnesses an unforeseen, distressing event.

Covered Expenses for Post-Incident Crisis Counseling Services:

1. are intended to facilitate a normal recovery response from a Covered Person and restore adaptive functioning after a Critical Incident; and
2. may be provided on an individual or group basis as appropriate in response to the Critical Incident.

Benefits will be payable for counseling sessions, up to the Maximum Number of Sessions and the Benefit Limit shown in the *Schedule of Benefits*.

Covered Expenses for Post-Incident Crisis Counseling Services must meet all of the following conditions:

1. Post-Incident Crisis Counseling Services must be rendered by a Physician, a Hospital or by another person who is:
 - a. trained in providing counseling in response to traumatic events; and
 - b. employed by an organization approved by Us for rendering such services.
2. first response to the Critical Incident must occur within the applicable time period shown in the *Schedule of Benefits*.
3. covered bereavement and trauma counseling expenses must be incurred within the applicable time periods specified in the *Schedule of Benefits*;
4. the expense is charged for bereavement and trauma counseling sessions for the Covered; and
5. a charge would have been made if no insurance existed.

Definitions For purposes of this benefit:

Critical Incident means any situation that:

1. occurs during a Covered Activity; and
2. has a stressful impact sufficient enough to cause a Covered Person to experience unusually strong emotional reactions which have the potential to interfere with their ability to function.

Critical Incidents may be sudden and unexpected, extremely dangerous or distressing, disruptive to a Covered Person's sense of control of the events around them and may include elements of physical or emotional loss.

Emergency Activities means rescue or emergency activities such as, but not limited to:

1. firefighting and fire drills;
2. any training exercise which simulates an emergency where active participation is required;
3. apprehending criminals; protecting the public, oneself or property from imminent peril; and
4. responding to emergency calls or alarms.

Limitations Benefits will not be payable:

1. to any Covered Person who is unaffected by a Critical Incident.

REPATRIATION EXPENSE BENEFIT

We will reimburse Covered Expenses Incurred to return the Covered Person's remains to His home country subject to all applicable conditions and exclusions, if the Covered Person's death results, directly and independently of all other causes, from a Covered Accident which occurs away from the Covered Person's Home, as specified in the *Schedule of Benefits*.

Repatriation Expense Benefits will be subject to any Repatriation Deductible, Benefit Percentage, Repatriation Expense Benefit Limit and Benefit Period shown in the *Schedule of Benefits*.

Covered Expenses

Covered Expenses mean reasonable costs pre-approved by Us and Incurred for transportation of the body or remains

Limitation

We will not reimburse expenses incurred for escort services.

HIPAA PRIVACY NOTICE

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.

AXIS Insurance Company values its relationship with you. Protecting the privacy of the information we have about you is of great importance to us. We want you to understand how we protect the confidentiality of information as well as how and why we use and disclose it. We are required by law to maintain the privacy of protected health information and to provide you with notice of our legal duties and privacy practices with respect to this information. "Protected health information" includes any individually identifiable information that we obtain from you or others that relates to your physical or mental health, the health care you have received, or payment for your healthcare.

This privacy policy applies to policies underwritten by AXIS Insurance Company. This notice explains your rights. It also explains our legal duties and privacy practices. We are required by federal law to give you this notice. We reserve the right to change the terms of this notice, and should that occur, we will provide you with a copy of the new notice.

HOW WE MAY USE AND DISCLOSE YOUR PROTECTED HEALTH INFORMATION

We use and disclose your Protected Health Information (PHI) for the purposes of your treatment, for payment and for health care operations. Not every use or disclosure in a category is listed. However all of the ways that we may use or disclose PHI will fall within one of these categories.

Your Authorization: Except as outlined below, we will not use or disclose your PHI for any purpose unless you have signed a form authorizing use or disclosure. You may take away this authorization at any time, in writing. We will then stop using your PHI for that purpose. But, if we have already used or shared your PHI based on your authorization, we cannot undo any actions we took before you told us to stop.

For Payment: We use and disclose PHI as necessary for payment purposes. For example, we may use your PHI to process a claim or may give information to a doctor's office to confirm your benefits.

For Health Care Operations: We use and disclose PHI for our health care operations such as customer service, premium rating, fraud and abuse prevention and detection, and other functions related to your health policy. For example, we may use PHI to review the quality of care and services you get. We may also use PHI to provide you with case management or care coordination services.

For Treatment Activities: We do not provide treatment. This is the role of a health care provider such as your doctor or a hospital. But, we may share PHI with your health care provider so that the provider may treat you.

To Others: You may authorize us in writing to give your PHI to someone else for any reason. Also, if you are present, and provide authorization, we may give your PHI to a family member, friend or other person. We would do this if it has to do with your current treatment or payment for your treatment. If you are unavailable, incapacitated, or facing an emergency medical situation, we may share limited PHI with a family member, friend or other person if sharing your PHI is in your best interest.

As Allowed or Required by Law: We may also use or disclose your PHI, as allowed by federal law, for many types of activities. PHI can be shared for health oversight activities. It can also be shared for judicial or administrative proceedings, with public health authorities, for law enforcement reasons, and to coroners, funeral directors or medical examiners (about decedents). PHI can also be shared for certain reasons with organ donation groups, for research, and to avoid a serious threat to health or safety. It can be shared for special government functions, for workers' compensation, to respond to requests from the U.S. Department of Health and Human Services and to alert proper authorities if we reasonably believe that you may be a victim of abuse, neglect, domestic violence or other crimes. PHI can also be shared for any purpose as required by law.

We may share PHI with the sponsor of the plan or use in the administration of the plan. Plan sponsors that receive PHI are required by law to have controls in place to keep it from being used for reasons that are not proper.

YOUR HIPAA PRIVACY RIGHTS

Access to Your PHI

You have the right to obtain a copy and inspect specific items of your PHI, such as your policy or claim information, for as long as we maintain it. We may deny your request to access certain PHI, as permitted or required by law. We may require

HIPAA PRIVACY NOTICE

your request for access in writing. Your request for access should contain as much detail as possible regarding the PHI you wish to review. We may charge a reasonable fee for access to your PHI.

Amendments to Your PHI

You have the right to request that the PHI we maintain about you be amended or corrected if you believe it is incorrect. We are not legally obligated to make all requested amendments but will give each request appropriate consideration. Requests for amendment must be in writing and must state the reasons for the amendment request.

Accounting for Disclosures of Your PHI

You have the right to request an accounting of certain disclosures made by us of your PHI. Examples of disclosures that we are required to account for include those to state insurance departments, pursuant to valid legal process, or for law enforcement purposes. Requests must be made in writing. We are not legally obligated to provide an accounting of every disclosure but will give each request appropriate consideration. The accounting will not include disclosures made prior to June 1, 2011.

Restrictions on Uses and Disclosures of Your PHI

You have the right to request restrictions on certain uses and disclosures of your PHI for treatment, payment, or health care operations by notifying us of your request for a restriction in writing. We are not legally required to agree to your restriction request but will give each request appropriate consideration.

Confidential Communication of PHI

You have the right to request to receive communications from us regarding your PHI by another method of contact or at an alternative address. We will accommodate reasonable requests, which must clearly state that disclosure of all or part of the information could endanger your health or safety.

Right to a Copy of the Notice

You have the right to a paper copy of this Notice upon request by contacting us at the telephone number or address below.

Potential Impact of Other Applicable Laws

HIPAA (the federal privacy law) generally does not preempt, or override other laws that give people greater privacy protections. As a result, if any state or federal privacy law requires us to provide you with more privacy protections, then we must also follow that law in addition to HIPAA.

Complaints

If you think we have not protected your privacy, you can file a complaint with us. You may also file a complaint with the Office for Civil Rights in the U.S. Department of Health and Human Services in Washington, D.C. We will not take action against you for filing a complaint.

Contact Information

If you have questions or need further assistance regarding this Notice, or wish to exercise any of the abovementioned rights, you may write to us at

Administrative Address:

AXIS Insurance
10000 Avalon Blvd.
Suite 200
Alpharetta, GA 30009
888.870.AXIS (2947)

General questions - please send to DPO@axiscapital.com

Please include your name, address, plan sponsor, and policy number in any correspondence.

Effective June 1, 2011

Rev. 07/2024

OFAC NOTICE

Payment of claims under any insurance policy issued shall only be made in full compliance with all United States economic or trade and 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").