# JEFFERSON INSURANCE COMPANY 9950 MAYLAND DRIVE, RICHMOND, VIRGINIA 23233

# **DECLARATION OF COVERAGE**

Product Name: Tuition Protection Plan

Policy Number: US0401270
Policyholder: AZ Test
Insured Student: AZ Test

School: Youngstown State University - OH

Policy Effective Date: September 19, 2019

Policy End Date: April 15, 2020

Covered Term: **February 13, 2020 - April 15, 2020** 

Amount Paid: \$18.75

# **COVERAGE**

# WHEN IT APPLIES AND WHAT IT COVERS

#### **Tuition Protection**

Reimbursement for covered expenses when the insured student must completely withdraw from school for a covered reason.

Covered Expense	Maximum Benefit
Tuition Protection Coverage	\$1,500.00
Other school expenses	\$1,000.00

Covered Reason	Percentage Payable
Injury or Illness	100% of the covered loss
Mental Health Condition	100% of the covered loss
Death of Insured Student	100% of the covered loss
Death of Tuition Payer	100% of the covered loss

The above is only a brief description of the coverage available under your policy. Terms, conditions, and exclusions apply to all coverages. Please carefully review your policy for complete details. Any term used in this Declaration of Coverage is as defined in your policy's Definitions section.

# **Important Notices:**

- Your policy covers pre-existing medical conditions subject to requirements of this policy.
- AGA Service Company is the licensed producer and administrator for this policy.
- Insurance coverage is provided under 107-P-110-2018 issued by Jefferson Insurance Company.

Your plan includes Student Life Assistance services provided by Allianz Global Assistance.

107-DEC-110-2018

# **OUR PROMISE TO YOU**

Since your satisfaction is our priority, we are pleased to give you the opportunity to review your policy. If you are not completely satisfied for any reason, you may cancel your policy and receive a refund of any unearned premium. Please note that this refund is only available if a claim has not been initiated.

For customer service, please call:

1-888-427-5045

(From U.S.)

1-804-965-8069

(Outside U.S./Collect)

To file a claim, please call us at: 1-888-427-5045

107-DEC-110-2018 2

TUITION\_DEC\_JIC\_2018 \* TU\_115\_S1\_P\_V4 \* JICPRIVNOT \* \* \* \* \* \* \*



Allianz Tuition Insurance

# **Individual Tuition Insurance Policy**

FOR SERVICE CALL:

1-888-427-5045

(From U.S.)

# FOR STUDENT LIFE ASSISTANCE CALL:

1-888-427-5045

(From U.S.)

1-804-965-8069

(Collect)





Allianz Global Assistance and Allianz Tuition Insurance branded plans are underwritten by Jefferson Insurance Company. AGA Service Company is the licensed producer for this plan.

187033 TU\_115\_S1\_P\_V4

# JEFFERSON INSURANCE COMPANY (A STOCK COMPANY)

# **ABOUT THIS POLICY**

This *policy* is *our* contract with *you*. Please read it carefully. We have tried to make it simple and easy to understand while also clearly describing the terms and conditions of *your* coverage. We also recognize that insurance can be confusing, so if *you* have any questions, we are available 24 hours a day, 365 days a year. Just visit us online or give us a call.

This *policy* has been issued based on the information *you* provided at the time of purchase. *We* will provide the insurance described in this *policy* in return for payment of the premium and *your* compliance with all provisions of this *policy*. *You* will also notice that some words are italicized. These words are defined in the "Definitions" section. Headings are provided for convenience only and do not affect *your* coverage in any way.

#### WHAT THIS POLICY INCLUDES AND WHOM IT COVERS

This tuition insurance *policy* covers only the specific situations, events, and losses included in this *policy*, and only under the conditions described. For this reason, it is known as a "named perils" policy. Please review this *policy* carefully.

Your policy consists of two parts.

- 1. This *policy* document (including any amendments and endorsements), which describes the coverage and conditions; and
- 2. The Declaration of Coverage ("Declarations"), which provides the maximum benefit, the list of *covered reasons* and percentages payable, and the individual covered under *your policy*.

#### NOTE:

• Not every loss is covered, even if it is due to something sudden, unexpected, or out of *your* control. Only those losses meeting the conditions described in this *policy* may be covered.

#### **OUR PROMISE TO YOU**

Since *your* satisfaction is *our* priority, *we* are pleased to give *you* the opportunity to review *your* policy. If *you* are not completely satisfied for any reason, *you* may cancel *your* policy and receive a refund of any unearned premium. Please note that this refund is only available if a claim has not been initiated.

SIGNED FOR JEFFERSON INSURANCE COMPANY, 9950 MAYLAND DRIVE, RICHMOND, VA 23233

Mike Nelson, President

Jack Zemp, Secretary

INDIVIDUAL TUITION PROTECTION POLICY

107-P-110-2018

# **WHAT'S INSIDE**

DEFINITIONS	3
DESCRIPTION OF COVERAGE	5
A. TUITION PROTECTION	5
GENERAL EXCLUSIONS	6
PRE-EXISTING MEDICAL CONDITION EXCLUSION WAIVER	6
WHEN YOUR COVERAGE BEGINS AND ENDS	7
CLAIMS INFORMATION	8
GENERAL PROVISIONS AND CONDITIONS	9

# **DEFINITIONS**

Throughout this *policy*, words and any form of the word appearing in italics are defined in this section.

Covered reasons	The specifically named situations or events for which <i>you</i> are covered under this <i>policy</i> .
Covered term	The first school term beginning closest to the Covered Term start date <i>you</i> provided as shown on <i>your</i> Declarations.
Criminal act	An act that is criminally unlawful.
Doctor	Someone who is legally authorized to practice medicine or dentistry and is licensed if required. This cannot be <i>you</i> , the <i>insured student</i> , the <i>tuition payer</i> , or a family member of any of these individuals.
Epidemic	A contagious disease that spreads rapidly and widely among the population in an area and which is recognized as an epidemic by the World Health Organization (WHO) or Centers for Disease Control and Prevention (CDC).
Housing expenses	Early termination fees associated with vacating housing and terminating utility contracts during the <i>covered term</i> . This does not include security deposits.
Injury	Physical bodily harm.
Insured student	The person who is enrolled in school during the <i>covered term</i> for whom the insurance was purchased.
Licensed mental health professional	Someone who is legally authorized to diagnose and treat a <i>mental health condition</i> , such as a psychiatrist or other physician, or a psychologist. This cannot be <i>you</i> , the <i>insured student</i> , the <i>tuition payer</i> , or a family member of any of these individuals.
Mental health condition	A mental or nervous health disorder, as recognized by the American Psychiatric Association or World Health Organization, including but not limited to Alzheimer's disease, anxiety, dementia, depression, neurosis, psychosis, or any related physical symptoms.
Other School Expenses	Any expenses required for enrollment or classes for the <i>covered term</i> , other than <i>tuition expenses</i> and <i>school-provided housing expenses</i> . Examples include, but are not limited to, books, supplies, instructional materials, and lab/activity fees. However, this does not include expenses for food or any insurance premiums.
Policy	The tuition insurance coverage purchased. The <i>policy</i> includes this policy document, any amendments and endorsements attached to it, and the Declarations.
Pre-existing medical condition	<ul> <li>An <i>injury</i>, illness, <i>mental health condition</i>, or other medical condition that, within the 60 days prior to and including the purchase date of this <i>policy</i>:</li> <li>1. Caused a person to seek medical examination, diagnosis, care, or treatment by a <i>doctor</i>;</li> <li>2. Presented symptoms; or</li> <li>3. Required a person to take medication prescribed by a <i>doctor</i> (unless the condition or symptoms are controlled by that prescription, and the prescription has not changed).</li> <li>The <i>injury</i>, illness, <i>mental health condition</i>, or other medical condition does not need to be formally diagnosed in order to be considered a <i>pre-existing medical condition</i>.</li> <li>For example, a sprained knee the <i>insured student</i> has had treated in the 60 days prior to and including the purchase date of <i>your policy</i> will be considered a <i>pre-existing medical condition</i>. If the <i>insured student</i> later has to withdraw from school</li> </ul>
	because, for instance, the sprained knee now requires surgery, or because the <i>insured student's</i> recovery is taking longer than expected, or for any other reason arising out of the knee sprain, this would be considered a <i>pre-existing medical condition</i> .

Refund	Any credit, recovery, or reimbursement <i>you</i> , the <i>insured student</i> , or the <i>tuition payer</i> receives or is eligible to receive from the school, another insurance company, or any other entity.
School-provided	Any expenses incurred for school-provided housing during the covered term, as
housing expenses	shown on the <i>insured student's</i> school invoice.
Tuition expenses	Any expenses incurred for the <i>insured student's</i> enrollment in school for the <i>covered term</i> , as shown on the <i>insured student's</i> school invoice.
- ***	,
Tuition payer	The person(s) who has paid and is expected to pay the tuition expenses and school-
	provided housing expenses on the insured student's school invoice for the covered
	term.
We, Us, or Our	Jefferson Insurance Company and its agents, including AGA Service Company.
You or Your	The person(s) who purchased the <i>policy</i> and to whom the <i>policy</i> is issued.

# **DESCRIPTION OF COVERAGE**

In this section, we describe the insurance coverage included in your policy and explain the specific conditions that must be met for the coverage to apply.

#### A. TUITION PROTECTION

If the *insured student* completely withdraws from school for a *covered reason* listed below, *we* will reimburse *you*, less available *refunds*, up to the applicable maximum benefit and that *covered reason's* percent payable listed on *your* Declarations, for:

- i. Tuition expenses and school-provided housing expenses for the covered term;
- ii. Housing expenses for the covered term; and
- iii. Other school expenses for the covered term.

Your policy covers losses resulting from events that occur while the *policy* is in effect and associated with the *covered term*, subject to its terms, conditions, and exclusions.

#### **Covered reasons:**

1. The *insured student* becomes ill or *injured*, or develops a medical condition, other than a *mental health* condition.

The following conditions apply:

- a. The illness, *injury*, or medical condition must be disabling enough to make a reasonable person completely withdraw from school; and
- b. A doctor advises the insured student to completely withdraw from school for the covered term.
- 2. The *insured student* is diagnosed with a *mental health condition*.

The following conditions apply:

- a. The insured student must be examined by a licensed mental health professional; and
- b. A *licensed mental health professional* advises the *insured student* to completely withdraw from school for the *covered term*.
- 3. The insured student dies on or after your policy's Policy Effective Date.
- 4. The tuition payer dies on or after your policy's Policy Effective Date.

**IMPORTANT:** Please refer to your Declarations to confirm the applicable limit.

# **GENERAL EXCLUSIONS**

This section describes the general exclusions applicable to the coverage under *your policy*. An "exclusion" is something that is not covered by this insurance *policy*, and therefore no reimbursement would be available.

This *policy* does not provide coverage for any loss that results directly or indirectly from any of the following general exclusions:

- 1. Any loss, condition, or event that was known, foreseeable, intended, or expected when this *policy* was purchased;
- 2. *Pre-Existing medical conditions*, except as waived under the Pre-Existing Medical Condition Exclusion Waiver;
- 3. Acts committed with the intent to cause loss;
- 4. Participating in or training for any amateur sporting competition, except intramural sporting events;
- 5. Operating or working as a crew member (including as a trainee or learner/student) aboard any aircraft, commercial vehicle, or commercial watercraft;
- 6. Participating in or training for any professional sporting competition;
- 7. Cessation of operations by the school;
- 8. A *criminal act* resulting in a conviction, except when the *insured student* or *tuition payer* is the victim of such act;
- 9. An epidemic;
- 10. Air, water, or other pollution, or the threat of a pollutant release, including thermal, biological, and chemical pollution or contamination;
- 11. Nuclear reaction, radiation, or radioactive contamination;
- 12. War (declared or undeclared) or acts of war; or
- 13. Civil disorder or unrest.

This *policy* does not provide any coverage, benefit, or services for any activity that would violate any applicable law or regulation, including without limitation any economic/trade sanction or embargo.

# PRE-EXISTING MEDICAL CONDITION EXCLUSION WAIVER

*Your* plan offers coverage for *pre-existing medical conditions* when:

- a. The *insured student*, on the *policy* purchase date, did not have any symptoms of the *pre-existing medical condition* and was medically able to attend school for the *covered term*;
- b. The *insured student* was covered by a similar policy issued by the Company within the four months prior to the Policy Effective Date; or
- c. A loss is due to the death of the *insured student*.

# WHEN YOUR COVERAGE BEGINS AND ENDS

You are only eligible for coverage if we accept your request for insurance. Your policy's Policy Effective Date is indicated on your Declarations. The policy is effective on the day after we receive both the order and the full premium. The order and full premium must be received by the later of:

- 1. The day you start the covered term; or
- 2. The date the first tuition invoice payment for the *covered term* is due.

Your policy covers losses resulting from events that occur while the *policy* is in effect and associated with the *covered term*, subject to its terms, conditions, and exclusions.

Your policy will end on the earliest of:

- 1. The last day of the covered term;
- 2. The day the insured student completely withdraws from school; or
- 3. The day you cancel your policy.

After your policy ends, your premium is nonrefundable.

Please note that this policy applies for a specific covered term and cannot be renewed.

# **CLAIMS INFORMATION**

We believe that filing an insurance claim should not be difficult, that is why we simplified our process and requirements. We hope you like the results!

Before you file a claim, please review your policy details and the Declarations to ensure that your situation meets the criteria for a covered claim. Please note that not every loss is covered, even if it is due to something sudden, unexpected, or out of your control.

To initiate your claim contact us toll-free at 888.427.5045.

# **GENERAL PROVISIONS AND CONDITIONS**

In addition to the conditions, limitations, and exclusions specified above, the below general provisions and conditions apply to all coverages under *your policy*.

#### **Proof of Loss**

As with any insurance, you are responsible for proving your loss. We require that you:

- 1. Notify *us* of *your* claim within 90 days of the date of loss or as soon as reasonably possible (except as otherwise allowed by law). If *you* do not report *your* claim within this time, *we* will not invalidate or reduce it unless the delay impairs *our* rights;
- 2. Make all reasonable efforts to minimize your loss;
- 3. Provide to us a signed, sworn proof of loss upon our request;
- 4. Provide all requested documentation (including without limitation proof of payment for claimed losses, statements and records from treating *doctors*, and police reports);
- 5. Cooperate with us in the investigation of your claim; and
- 6. At our request, submit to examination under oath and/or provide a sworn affidavit.

#### **Assignment**

You can assign your rights under your policy by notifying us in writing. The assignment will not be effective until we receive the written notice. We do not assume any responsibility for the validity of any assignment.

#### **Benefits Payable**

All benefits are payable to *you* or a party *you* designate in writing. If *you* are under 18 years old, benefits are payable to *your* parent or legal guardian or a party they designate. Benefits are limited to the amount of *your* loss and are subject to the applicable limit of liability and any deductible stated in the Declarations. If *you* die, benefits will be paid to *your* estate unless *you* have designated one or more beneficiaries. If *you* have named one or more beneficiaries, benefits will be paid to each named beneficiary in equal shares (unless *you* have designated otherwise). Except as described here, there are no other beneficiaries of any of the benefits under this *policy*. All dollar amounts described in this *policy* are expressed in U.S. dollars. If *you* have a loss, *you* will not be reimbursed twice for the same expense.

#### **Changes and Cancellation**

You may request changes to the *policy* by notifying *us*. Changes to *your policy* must be requested prior to the start of the *covered term*. If the change results in an increase in premium, *you* must pay the increase in premium. Any decrease in premium as a result of the change will be refunded. Any change will be effective immediately, so long as *we* have received any additional premium due. As noted above, if *you* cancel *your policy*, *we* will provide a refund of any unearned premium provided a claim has not been initiated.

#### **Duplicate Coverage**

If you are covered by another insurance policy that we have issued with the same or similar coverage, we will pay no more than the highest amount of coverage payable under any one insurance policy. We will also refund any premium you have paid for duplicate coverage.

### **Fraud and Misrepresentation**

You are responsible for all statements or other representations you make. Any materially misleading or inaccurate information in any statements or representations you make may result in us voiding your policy or reducing benefits, or we may use them to defend our decision about a claim.

Fraud is illegal and may subject *you* to criminal prosecution and civil penalties. *We* will deny *your* claim if *you* or someone acting on *your* behalf:

- 1. Makes any false statements or statements that are deliberately misleading or deceptive;
- 2. Conceals or misrepresents any material fact; or
- 3. Otherwise attempts or commits fraud.

#### **Medical Examinations and Autopsy**

We have the right to have you medically examined as reasonably necessary to make a decision about your claim. If someone covered by your policy dies, we may also require an autopsy (except where prohibited by law). We will cover the cost of these medical examinations or autopsies.

### Recovery

We have the right to recover any amount you receive from us that exceeds the total amount of your loss unless prohibited by law. If we reimburse you for any property, we have the right to take possession of that property.

# **Resolving Disputes**

If you disagree with our decision about a claim, you can request to go to arbitration. If we agree, you can submit a dispute to desk arbitration at least 60 days from the date of that decision, but not more than three years after the date of loss.

No action may be brought against *us* unless *you* have complied with all applicable provisions of this *policy* and such action is started within three years of the date of the loss.

### **Subrogation**

When someone is responsible for *your* loss, *we* have the right to recover any payments *we* have made to *you* or someone else in relation to *your* claim, as permitted by law. In such case, *we* may require any person receiving payment from *us* to assign their rights to recover such payment, including signing and providing any documents reasonably required allowing *us* to do so. Everyone eligible to receive payment for a claim submitted to *us* must cooperate with this process and must refrain from doing anything that would adversely affect *our* rights to recover payment.

#### **Enrollment Requirements**

You are responsible for meeting all requirements to enroll in school, including obtaining required travel authorizations/documentation for study abroad (for example, passports or visas), obtaining required immunizations (unless you are medically unable) and medical supplies/equipment (including verifying that your supplies/equipment meet your school's requirements), and anything else required for you to enroll.

#### **Waiver or Amendment**

No one has the right to describe *our policy* any differently than is described here or to change or waive any of its provisions.

# STUDENT LIFE ASSISTANCE

If your emergency is immediate and life threatening, seek local emergency assistance at once and contact the hotline as soon as possible. If you need assistance while at school, we are available 24 hours a day. With our global reach and multi-lingual staff, we are here to help you anytime, anywhere.

#### To Reach Us:

In the United States, Canada, Puerto Rico and U.S. Virgin Islands: 888.427.5045

All other locations, call: 804.965.8069

We will accept collect calls, or call you back.

**Note:** The services below are assistance services only. No financial benefit is included. *You* are fully responsible for all the charges by the vendors for the services provided.

# **Family Travel Assistance**

In the event that the *insured student* becomes ill or *injured* requiring hospitalization during the *covered term, we* will assist in making travel arrangements for *you* to visit the hospital where the *insured student* is admitted.

In these circumstances, if you miss your flight or it's delayed or cancelled, we can provide you with the most current travel delay information and give you arrival and departure times for other flights that will get you to your connecting flight or final destination.

We can provide you with important information about the destination – such as, but not limited to, travel documentation requirements, travel advisories, and inoculation/immunization requirements.

# Getting the *Insured Student* Home after Medical Care

If the *insured student* is seriously ill or *injured* during the term and requires transportation to a facility of higher level of care or home, *we* can arrange for the *insured student* to be transported via *your* preferred method of transportation, such as, but not limited to, commercial transport carrier or air ambulance. Once *our* medical team determines that the *insured student* is medically stable to return home via the selected method transportation, *we* can:

- 1. Arrange for the *insured student* to be transported to any of the following:
  - a. a location of your choice; or
  - b. a medical facility in a city of *your* choice, as long as the medical facility will accept the *insured student* as a patient and is approved as medically appropriate for the *insured student's* continued care by *our* medical director.
- 2. Arrange for a *medical escort* if *our* medical team determines that a *medical escort* is necessary during the transport.

**Medical Escort** means a professional person contracted by *our* medical team to accompany a seriously ill or injured person while they are being transported. A *medical escort* is trained to provide medical care to the person being transported. A friend or family member cannot be a *medical escort*.

# **Vehicle Return**

If the *insured student* can't drive home because he/she is sick or injured, we will arrange to have the *insured student's* car driven back to his or her US place of residence by an accredited, professional transport company.

Rental cars aren't eligible for this benefit.



# IMPORTANT PRIVACY NOTICE

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

AWP USA Inc. and its subsidiaries, including Jefferson Insurance Company and AGA Service Company d/b/a Allianz Global Assistance are committed to protecting your privacy. By using our products, services or website, you consent to our collection and use of your Personal Data as described here.

**Definitions**. The below definitions apply to this Notice:

- 1. "Personal Data" means non-public personal information that identifies a specific person ("you"). Data identifies you if it includes your first and last name plus any additional data specific to you. Data that does not identify you is not Personal Data. Publicly available, encoded, anonymized, or aggregated data is not Personal Data.
- 2. "Sensitive Data" means Personal Data about a person's race or ethnicity; political, religious, philosophical, ideological, or trade union memberships, opinions, views or activities; medical or health conditions or protected health information ("PHI") as defined in the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"); genetic or biometric data; financial account information (e.g. bank account number); government-issued ID numbers; sexuality; or social security measures or administrative or criminal proceedings and sanctions that are treated outside pending proceedings. Sensitive Data also includes information we receive from a third party who treats and notes the information as sensitive.
- 3. "Agent" means a third party that collects or uses Personal Data to perform tasks on our behalf, or our underwriters.
- 4. "We" means AWP USA Inc and its subsidiaries Jefferson Insurance Company and AGA Service Company.

**Privacy Practices**. This Notice describes how we collect, use, and maintain Personal Data. It also describes your and our rights.

For the Personal Data of EU and Swiss residents, we comply with the EU-U.S. Privacy Shield Framework and Swiss-U.S. Privacy Shield Framework as set forth by the U.S. Department of Commerce regarding the collection, use, and retention of personal information transferred from the European Union and Switzerland to the United States, respectively (collectively, the "Privacy Shield"). We have certified to the Department of Commerce that we adhere to the Privacy Shield Principles regarding EU and Swiss Personal Data received under the Privacy Shield. If there is any conflict between the terms in this Notice and the Privacy Shield Principles, the Privacy Shield Principles shall govern in matters regarding EU and Swiss residents. To learn more about the Privacy Shield and to view our certification, visit <a href="https://www.privacyshield.gov">https://www.privacyshield.gov</a>.

- 1. <u>Notice</u>: We collect Personal Data from you, or from your agents, representatives, suppliers and providers, or other party from whom you have authorized us to collect it on your behalf. This may include:
  - (i) identifying information (e.g. name, contact information);
  - (ii) billing or payment information (e.g. credit card billing information);
  - (iii) information about your trip or event (e.g. agents, suppliers, trip plans);
  - (iv) information about your transactions or business with us or others (e.g. receipts, insurance EOBs);
  - (v) financial account information (e.g. account numbers, statements);
  - (vi) health information (e.g. treatment history, invoices);
  - (vii) information about any claim you make (e.g. details of your loss, police reports, vital records);
  - (viii) information about your website usage and activity (e.g. browser data, IP address);
  - (ix) government-issued identification numbers (e.g. social security number, driver's license number); or
  - (x) any other information provided to us by you or on your behalf.

We may also collect Personal Data from consumer reporting agencies or fraud databases (e.g. fraud reports). This data may be collected from forms, such as enrollment or claim forms; by phone, website, email, fax, or correspondence; or via cookies.

We may use the Personal Data we collect:

- (i) to offer, market, sell, underwrite, or make available to you insurance or assistance products or services;
- (ii) to provide you with information or services for such products and services;

- (iii) to administer your insurance and assistance products and services. This may include, for example: providing travel-related or concierge services, serving and processing your policy or claims, conducting quality or satisfaction assessments, and fraud prevention;
- (iv) to protect our legal rights or to respond to lawful requests by public authorities, including to meet national security or law enforcement requirements or as otherwise required by law; or
- (v) for purposes to which you've otherwise consented.

This may in some cases include disclosing your Personal Data to Agents. But, such disclosures are only for the purposes described in this Notice, or for everyday business purposes or as required or allowed by law (e.g. to process transactions, maintain accounts, respond to court orders and legal investigations, or report to credit bureaus). These Agents may be affiliated or nonaffiliated, and may be located both inside and outside of the US. They may be financial services providers (e.g. underwriting insurers). They may also be non-financial companies (e.g. health service providers, travel service providers, the agent/agency through whom you purchased, service providers helping us with our marketing).

Should you be purchasing insurance on another's behalf, Allianz Global Assistance and the insurer may require the personal information of the insured to administer the benefits of their plan. By providing the insured's personal information at the time of purchase, you are confirming that you have obtained the insured's consent to provide this personal information to Allianz Global Assistance and the insurer.

Where we are subject to HIPAA, we must notify you of our duties and practices with respect to PHI. Except as described here or allowed or required by law, we will only use or disclose your PHI or health records with your prior express consent. Under HIPAA, we may use and disclose your PHI for one or more of the following purposes:

- (i) monitoring the health care treatment you receive (e.g. we may send or receive PHI to or from a doctor regarding your condition and treatment so we can see that your treatment is appropriate);
- (ii) payment for health services (e.g. we may use your PHI to make payments to a hospital that has treated you);
- (iii) to help run our company (e.g. we may use your PHI to conduct quality audits of the services we provided to you. However, we may not use or disclose genetic information about you for underwriting purposes); or
- (iv) for other purposes as required to administer your insurance or assistance product (e.g. we may use PHI to determine coverage for a claim made under an insurance policy).

We may also in some cases need to use or disclose your PHI for one or more of the following purposes:

- (i) for public health and safety issues;
- (ii) to comply with legal or regulatory requirements;
- (iii) to address or comply with workers' compensation, law enforcement, or other legal or government mandates or requests; or
- (iv) to respond to lawsuits or legal actions.

Cookies are text files on your computer. When you access our website, we use cookies to collect data about your web usage. We also use Google, Inc.'s Google Analytics and AdWords services, iAdvize's chat and monitoring service, and other similar third party vendor services. These services use cookies to transmit your IP address and other website navigation and usage data and device/browser-generated data. iAdvize also uses JavaScript to provide its chat and monitoring services. These vendors may provide this data to us or store and/or aggregate this data to analyze such usage and create reports for us. We, our affiliates and our Agents use such data and reports for our own business purposes (e.g. to provide customer service, to optimize the content you see from us, website improvement, other purposes stated in this notice, etc.) and Payment Card Industry Data Security Standard ("PCI") compliance. These vendors also display our ads on sites across the Internet, and they may use this data to later display ads to you based on your website usage. By using our website, you consent to this use of cookies and data for these purposes. You can refuse cookies by disabling them in your browser (this may affect the content available to you). Our websites do not respond to "Do Not Track" requests from browsers.

Last, we may use and disclose the name, email address, or contact information of current and former customers to Agents for marketing administration purposes. For example, we may need to disclose the email address you provided to us to an Agent providing marketing services on our behalf to help ensure that your opt out choices are respected and that you do not receive duplicate communications.

Upon notification and consent your personal data may be used for other reasons. That notice will state the purpose for collecting and using the data, the types of non-Agent third parties to which we disclose the data, and the means we offer you to limit this. If we receive Personal Data from anyone in the EU or Switzerland, we'll treat

that data according to the instructions such entity gives us regarding notices it provided and the choices made by the data subject.

2. Choice. We reserve the right to disclose Personal Data to third parties as described above. The law in some jurisdictions allows you the right to choose in some cases to opt out of us sharing your Personal Data with a third party or using it for purposes described or that is materially different from the purposes for which it was originally collected or which you later authorize. You may exercise this right by notifying the Privacy Officer at the information provided below. You may opt out of getting non-essential marketing communications from us by giving notice as described below and disabling cookies in your web browser. Except as required or allowed by law (e.g. for fraud prevention), we do not share, sell or otherwise disclose your Personal Data to non-Agent third parties or use it for any purpose other than for which it was originally collected or as you later authorize. If we ever wish to do so, we will give you the opportunity to opt out. If we wish to disclose your Sensitive Data to a non-Agent third party or use such data for a purpose other than for which it was originally collected or as you later authorize, we will only do so with your express consent. We will not unfairly discriminate against you for declining to provide this consent.

Except as allowed by law, we will not use or disclose psychotherapy notes, use or disclose your PHI for marketing purposes, or use or disclose your PHI in a way that would constitute a sale of PHI under HIPAA unless you expressly authorize us to do so. You may revoke this consent at any time. Such revocation will not apply to actions we have already taken based on that consent. You may request restrictions on our use and disclosure of certain health information for treatment, payment, or our operations. However, we are not required to agree to your request, except as required by HIPAA.

We may need to disclose Personal or Sensitive Data if we have a good-faith belief that it is needed to protect or defend our or your rights, interests or property or comply with any law or legal mandate, or if it is otherwise required or allowed by law. We will take reasonable care to disclose only as much of such data as is needed.

3. Accountability for Onward Transfer. We may disclose your Personal Data to our Agents, but only for the limited and specified purposes described here, consistent with the consent you have provided. We will take reasonable and appropriate steps to obtain assurances from our Agents that they will effectively process and safeguard your Personal Data consistent with our obligations under this Notice and the Privacy Shield (EU and Swiss residents only). Upon discovery, we will take reasonable steps to stop and remediate any unauthorized processing inconsistent with this Notice or the Privacy Shield (EU and Swiss residents only). With respect to EU or Swiss Personal Data we receive under the Privacy Shield and later transfer to an Agent, we are responsible for the processing of such data by that Agent. If such data is processed by that Agent in a manner inconsistent with the Privacy Shield Principles, we are liable unless it can be proved that we are not responsible for the event giving rise to any damages.

Our Binding Corporate Rules related to data transfers may be viewed here: <a href="https://www.allianz-partners-com/allianz-partners---binding-corporate-rules-.html">https://www.allianz-partners---binding-corporate-rules-.html</a>.

- 4. Security. We take reasonable and appropriate measures to protect your data from loss, misuse, or unauthorized access, disclosure, alteration and destruction. These measures take into account the risks involved in the processing and the nature of the Personal Data. To help maintain the security of your data, we use administrative, physical, and technical safeguards. These include utilizing policies to take reasonable precautions to (a) securely and confidentially maintain your Personal Data; (b) assess and protect against threats and hazards to the security or integrity of such data; and (c) prevent unauthorized access to or use of such data. Also, except where required or allowed by law, we limit use of your Personal Data to the minimum necessary to accomplish the purposes for which that data was collected and to be used as described here. We restrict access to your Personal Data to only those who need to access it to accomplish those purposes. We use encryption to make your online transaction with us safe and secure. We protect the privacy of your credit card information with a high degree of care and in compliance with PCI. We are required by law to maintain the privacy and security of your PHI. If there is a breach as defined under HIPAA of your unsecured PHI, we are required by law to notify you.
- 5. <u>Data Integrity</u>. We will only collect Personal Data to the extent it is relevant to the purposes for which it was collected. We will not process Personal Data in a way that is incompatible with the purposes for which it has been collected or as you later authorize. To help maintain the integrity of your data, we will take reasonable steps to ensure that Personal Data is reliable for its intended use, relevant, accurate, complete, and current. We will adhere to these principles for as long as we retain this data. We retain Personal Data according to our data retention policy.

- 6. Access. If you discover the data we hold about you is inaccurate or incomplete, please contact us. We will grant you reasonable access to the Personal Data we hold about you. We will take reasonable steps to allow you to correct, amend or delete your Personal Data that is inaccurate or incomplete, or has been processed in violation of this Notice, so long as it can be done without undue burden or expense on us, without breaching any legal or professional privilege or obligation, and without violating the rights of others. Where we are subject to HIPAA, you have the right to request to receive confidential communications of your PHI, as applicable. In accordance with and as allowed by HIPAA, at your request, you may inspect, amend, and copy PHI we maintain about you and receive an accounting of certain disclosures of your PHI (e.g. health payment records).
- 7. Recourse, Enforcement, Liability. You can send complaints about how we handle your Personal Data to us at the contact information below. If the data is PHI, complaints can be made to us or to the U.S. Secretary of Health and Human Services. We will not retaliate against you for filing a complaint. For EU and Swiss Personal Data, we verify our compliance with the Privacy Shield and the terms of this Notice by conducting a periodic self-assessment. Complaints or disputes about how we handle EU or Swiss Personal Data should be directed to the below address. We will promptly investigate and try to resolve any such complaints or disputes internally. But, if we can't reach a mutually agreeable resolution, we have agreed to cooperate with the dispute resolution procedures administered by, as applicable, the European Data Protection Authorities or the Swiss Federal Data Protection and Information Commissioner. Under certain conditions, by notifying us, you may invoke binding arbitration regarding certain "residual" claims about EU or Swiss Personal Data before a Privacy Shield Panel. Such procedure is in accordance with the rules established under the Privacy Shield. We are subject to the investigatory and enforcement powers of the FTC for EU and Swiss Personal Data.

**Links**. Our websites provide links (including social media plugins ("Plugins")) that connect to third party websites. Clicking such link establishes a connection and transmits data to/from the operator of such website. Clicking a Plugin while logged in to a social media account may cause the social media website's operator to publish activity to your account. To avoid this, log out of your account before clicking the Plugin link. We are not responsible for and make no representations about the content, security, or privacy practices of any other third party websites. You should read the privacy notices of the websites you visit to understand their data privacy practices.

Changes to Notice. This Notice reflects our business practices. It is not a contract. However, we are required to and will abide by the terms of this Notice as currently in effect. We may amend this Notice at any time. We will notify you of any updates by posting a revised notice on our website. The revised notice will apply to all information collected by us, including previously collected information (for EU or Swiss residents, this applies to the extent permissible under the Privacy Shield). You accept the revised notice by your continued use of our website, products or services following any such amendment. If we revise this Notice in a way that would allow us to disclose your Personal Data to a nonaffiliated third party other than as already described here, we will provide you with a revised notice and give you the opportunity to opt out of any such disclosure. You are responsible to regularly review this Notice. You have the right to a paper copy of this Notice upon request.

**Contact**. If you have any questions or comments about this Notice or the way that we collect or handle your Personal Data, or if you would like a paper copy of this Notice, please contact our Chief Privacy Officer by any of:

Email: privacy@allianzassistance.com

Phone: 1-800-284-8300

Mail: Allianz Global Assistance ATTN: Chief Privacy Officer

> 9950 Mayland Drive Richmond, VA 23233

**Opt Out.** To opt out of non-essential marketing communications or non-essential unaffiliated third party information sharing, please contact our Chief Privacy Officer as noted above with your name, policy number. Please include a statement that says "Opt out" (or something similar). Opt outs will be applied to all products and services we provide. We will not unfairly discriminate against any person who chooses to opt out.

**Electronic Notices.** Unless you chose to receive them by US mail at the time of purchase, by purchasing your policy, you consent to receive all notices and documents from us electronically. They will be sent to the email address provided at the time of purchase. You may opt to receive notices and documents from us by mail at any time. If you wish to change or update your notice/documents preferences, email us at <a href="mailto:customerservice@allianzassistance.com">customerservice@allianzassistance.com</a>. Please include your name, policy number, and a note that says "Only contact me by mail" (or something similar). You can also let us know by phone at 800-284-8300 or by mail to:

Allianz Global Assistance ATTN: Customer Service – Only contact me by mail 9950 Mayland Drive Richmond, VA 23233

If you don't provide an email address at purchase, you'll receive notices and documents by mail. You may request paper copies of any electronic information we send, or update your electronic contact information at any time by emailing or mailing us at the above address, or by calling us. Documents sent to you from us will be in either PDF or HTML format. If you can't receive or read the documents we send you, please contact us so we can assist you.

Effective Date. This Notice was last revised on, and is effective as of, May 22, 2018.

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