

# BLANKET ACCIDENT POLICY/CERTIFICATE

Underwritten by:  
AXIS INSURANCE COMPANY  
(A Stock Company)  
(Herein called the Company)

Administrative Office:  
1 University Square Drive, Suite 200  
Princeton, NJ 08540

Home Office:  
303 W. Madison Street, Suite 500  
Chicago, IL 60606

POLICYHOLDER: South Dakota Firefighters Association

POLICY EFFECTIVE DATE: July 1, 2014

POLICY NUMBER: SRPO-05013-SD10007

POLICY TERM: July 1, 2014 through December 31, 2014

POLICY ANNIVERSARY DATE: January 1

STATE OF ISSUE: South Dakota

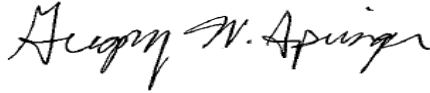
The Policy is a legal contract between the Policyholder and the Company.

This Policy describes the terms and conditions of insurance. This Policy/Certificate 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/Certificate terminates at 12:00 A.M., on the day following the last day of the Policy Term unless the Policyholder and the Company agree to continue coverage under this Policy/Certificate for an additional Policy Term. The laws of the State of Issue shown above govern this Policy/Certificate.

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



Secretary



President

**IT PAYS BENEFITS FOR SPECIFIC LOSSES FROM ACCIDENT ONLY  
THIS POLICY MAY CONTAIN A DEDUCTIBLE  
PLEASE READ IT CAREFULLY  
NON-PARTICIPATING**

**This limited health benefits plan does not provide comprehensive medical coverage. It is a basic or limited benefits policy and is not intended to cover all medical expenses. This plan is not designed to cover the costs of serious or chronic illness.**

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## **SCHEDULE OF BENEFITS**

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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 Conditions of Coverage and Description of Benefits sections 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:

	<b>Principal Sum</b>
<b>Class 1</b> All Eligible Volunteer and Career Firefighters of the Policyholder	\$10,000

## **CONDITIONS OF COVERAGE**

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

### **Class 1**

#### **24-Hour (Business & Pleasure) Coverage**

## **BENEFITS**

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### **Aggregate Limit of Indemnity**

<b>Applies to:</b> Accidental Death and Dismemberment , Coma, Paralysis	<b>Benefit Amount</b> \$200,000
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Not more than the Aggregate Limit of Indemnity specified above will be paid for all Covered Losses, Covered Accidents and Covered Injuries suffered by all Insured Persons as the result of any one Covered Accident that occurs under one of the Conditions of Coverage, as specified above. This Aggregate Limit of Indemnity is payable only once, should more than one Condition of Coverage apply, We will pay the greater amount. If this amount does not allow all Insured Persons to be paid the amounts this Policy otherwise provides, the amount paid will be the proportion of the Insured Person's loss to the total of all losses, multiplied by the Aggregate Limit of Indemnity.

### **ACCIDENTAL DEATH AND DISMEMBERMENT BENEFITS**

Covered Loss must occur within	365 days of the Covered Accident
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<b>Covered Loss</b>	<b>Benefit Amount</b>
Loss of Life	100% of the Principal Sum
Loss of Two or More Hands or Feet	100% of the Principal Sum
Loss of Sight of Both Eyes	100% of the Principal Sum
Loss of Speech and Hearing (in Both Ears)	100% of the Principal Sum
Loss of One Hand or Foot and Sight in One Eye	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	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
Loss of all Four Fingers of the Same Hand	25% of the Principal Sum
Loss of all Toes of the Same Foot	25% of the Principal Sum

<b>Exposure and Disappearance</b>	<b>Included</b>
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### **COMA BENEFIT**

Coma must occur within	30 days of the Covered Accident
Benefit Amount	1% of the Principal Sum for the first 11 months, 100% in the 12 <sup>th</sup> Month

### **MEDICAL EVACUATION BENEFIT**

Benefit Amount	100% of Usual and Customary Charges
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**PARALYSIS BENEFIT**

Paralysis must occur within	365 days of the Covered Accident
Benefit Amount	
Quadriplegia	100% of the Principal Sum
Paraplegia	75% of the Principal Sum
Hemiplegia	50% of the Principal Sum
Uniplegia	25% of the Principal Sum

**REPATRIATION BENEFIT**

Benefit Amount	100% of Usual and Customary Charges
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**SEATBELT AND AIRBAG BENEFIT**

Seatbelt Benefit Amount	10% of Principal Sum subject to a Maximum Benefit of \$ 10,000
Airbag Benefit Amount	10% of Principal Sum subject to a Maximum Benefit of \$ 500
Default Benefit Amount	\$ 1,000

## **PREMIUM RATE TABLE**

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

The initial premium rate guarantee and any premium rate guarantee applicable to renewal are subject to the Cancellation and Premium Rate Change sections of the Administrative Provisions of this Policy.

Mode of Premium Payment    Annual

Premium Due Date                      Policy Effective Date

7/1/2014-12/31/14                      \$23,555.50

## GENERAL DEFINITIONS

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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.

<b>Accident or Accidental</b>	means a sudden, unexpected, specific and abrupt event that occurs by chance at an identifiable time and place while the Insured Person is covered under this Policy.
<b>Aircraft</b>	means a vehicle which: <ol style="list-style-type: none"><li>1. has a valid Airworthiness Certificate; and</li><li>2. is being flown by a pilot with a valid license to operate the Aircraft.</li></ol>
<b>Airworthiness Certificate</b>	means a "Standard" Airworthiness Certificate issued by the Federal Aviation Agency of the United States of America or its equivalent issued by the governmental authority having jurisdiction over civil aviation in the country of registry.
<b>Calendar Year</b>	means January 1 <sup>st</sup> through December 31 <sup>st</sup> of any year.
<b>Common Carrier or Public Conveyance</b>	means: <ol style="list-style-type: none"><li>1. a Conveyance, including Aircraft, licensed for hire to carry fare-paying passengers; or</li><li>2. a transport Aircraft operated by the Air Mobility Command of the United States of America or similar air transport service of another country.</li></ol>
<b>Conveyance</b>	means a motorized craft, vehicle or mode of transportation licensed or registered by a governmental authority.
<b>Covered Accident</b>	means an Accident that results in a Covered Loss during the Policy Term.
<b>Covered Activity or Covered Activities</b>	means any activity that is shown in the <i>Schedule of Benefits</i> and: <ol style="list-style-type: none"><li>1. takes place under one of the Conditions of Coverage specified in the <i>Schedule of Benefits</i>; and</li><li>2. is sponsored, organized, scheduled or otherwise provided by the Policyholder.</li></ol>
<b>Covered Expenses</b>	means expenses actually incurred by or on behalf of an Insured Person for treatment, services and supplies covered by this Policy. A Covered Expense is deemed to be incurred on the date treatment, service or supply that gave rise to the expense or the charge, was rendered or obtained.
<b>Covered Injury</b>	means Accidental bodily injury: (1) which is sustained by an Insured Person as a direct result of an unintended, unanticipated Covered Accident that is external to the body and that occurs while the injured person's coverage under the Policy is in force; (2) which results directly and independently from all other causes from a Covered Accident; and (3) which occurs while such person is participating in a Covered Activity. The Covered Injury must be caused through Accidental means. All injuries sustained by an Insured Person in any one Covered Accident, including related conditions and recurrent symptoms of these injuries, are considered a single injury.
<b>Covered Loss</b>	means a loss which meets the requisites of one or more benefits, and results from a Covered Accident, Covered Injury or Covered Activity.
<b>Eligible Person</b>	means an individual as defined in the <i>Schedule of Benefits</i> .



<b>He, His, Him</b>	refers to any individual, male or female.
<b>Hospital</b>	<p>means an institution that meets all of the following:</p> <ol style="list-style-type: none"> <li>1. it is licensed as a Hospital pursuant to applicable law;</li> <li>2. it is primarily and continuously engaged in providing medical care and treatment to sick and injured persons;</li> <li>3. it is managed under the supervision of a staff of medical doctors;</li> <li>4. it provides 24-hour nursing services by or under the supervision of a graduate registered Nurse (R.N.);</li> <li>5. it has medical, diagnostic and treatment facilities, with major surgical facilities on its premises, or available on a prearranged basis; and</li> <li>6. it charges for its services.</li> </ol> <p>The term Hospital does not include a clinic, facility, or unit of a Hospital for:</p> <ol style="list-style-type: none"> <li>1. rehabilitation, convalescent, custodial, educational or nursing care;</li> <li>2. the aged, drug addicts or alcoholics; or</li> <li>3. a Veteran's Administration Hospital or Federal Government Hospital unless the Insured Person incurs an expense.</li> </ol>
<b>Hospital Confined, Hospital Stay or Confined to a Hospital</b>	means a stay where at least one or more day's room and board is charged as a registered resident bed-patient in a Hospital. Separate Hospital Stays due to the same Covered Accident will be treated as one Hospital Stay unless separated by at least 30 days.
<b>Immediate Family Member</b>	means a person who is related to the Insured Person in any of the following ways: Spouse, domestic partner, brother-in-law, sister-in-law, daughter-in-law, son-in-law, mother-in-law, father-in-law, parent (includes stepparent), brother or sister (includes stepbrother or stepsister), or child (includes legally adopted or stepchild).
<b>Inpatient</b>	means confined as a registered bed patient in a Hospital or other medical facility where room and board is charged. The confinement must be on the advice of a Physician.
<b>Insured Person</b>	means an Eligible Person, as defined in the <i>Schedule of Benefits</i> , for whom required premium has been paid when due and for whom coverage under this Policy remains in force.
<b>Medically Necessary</b>	means medical services that: (1) are essential for diagnosis, treatment or care of the Covered Injury for which it is prescribed or performed; (2) meets generally accepted standards of medical practice; and (3) are ordered by a Physician and performed under His care, supervision or order.
<b>Nurse</b>	<p>means a licensed graduate Registered Nurse (R.N.) or a Licensed Practical Nurse (L.P.N.) who is not:</p> <ol style="list-style-type: none"> <li>1. the Insured Person;</li> <li>2. an Immediate Family Member of either the Insured Person or the Insured Person's Spouse;</li> <li>3. a person living in the Insured Person's household; or</li> <li>4. a person employed or retained by the Policyholder.</li> </ol>
<b>Outpatient</b>	means an Insured Person who is a patient and is not hospitalized overnight but who visits a Hospital, clinic, or associated facility for diagnosis or treatment.

<b>Physician</b>	means a licensed health care provider practicing within the scope of his license and rendering care and treatment to the Insured Person that is appropriate for the condition and locality, and who is not: <ol style="list-style-type: none"> <li>1. the Insured Person;</li> <li>2. an Immediate Family Member of either the Insured Person or the Insured Person's spouse, except if the family member is the only Physician in the area at the time of accident and acting within the scope of their normal employment;</li> <li>3. a person living in the Insured Person's household;</li> <li>4. a person employed or retained by the Policyholder; or</li> <li>5. a person providing homeopathic, aroma-therapeutic, or herbal therapeutic services.</li> </ol>
<b>Policyholder</b>	means the entity, named on this Policy's face page, to which the Company issues this Policy.
<b>Policy Term</b>	means the time period defined for the Policyholder shown on this Policy's face page.
<b>Private Passenger Automobile</b>	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 taxi cab, bus or other Public Conveyance will not be considered a Private Passenger Automobile.
<b>Scheduled Airlines or Aircraft</b>	means any carrier holding a certificate, license or similar authorization for civilian scheduled air transport issued by the country of the Aircraft's registry, and which, in accordance with that authorization flies, maintains and publishes schedules and tariffs for regular passenger service between named cities at regular and specified times, but only if the Aircraft is then used for any regular or chartered flight operated by such carrier.
<b>Spouse</b>	means the Insured Person's lawful spouse.
<b>Usual and Customary Charge</b>	means the average amount charged by most providers for treatment, service or supplies in the geographic area where the treatment, service or supply is provided.
<b>We, Us, Our</b>	means AXIS Insurance Company.

## **ELIGIBILITY, EFFECTIVE DATE AND TERMINATION PROVISIONS**

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<b>Eligibility</b>	A person is eligible for insurance under this Policy when He meets the definition of Eligible Person shown in the <i>Schedule of Benefits</i> . An Eligible Person may be insured under only one covered class, even though He may be eligible under more than one covered class.
<b>Effective Date of Changes</b>	Any increase or decrease in the amount of insurance for the Insured Person resulting from a change in benefits provided by this Policy or a change in the Insured Person's covered class will take effect on the date of such changes.
<b>Policy Effective Date</b>	The Company agrees 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.
<b>Termination of Insurance</b>	<p>Insurance for the Insured Person will end on the earliest of:</p> <ol style="list-style-type: none"><li>1. the date the person is no longer in an Eligible Class;</li><li>2. the end of the period for which the last premium is made; or</li><li>3. the date this Policy ends.</li></ol> <p>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:</p> <ol style="list-style-type: none"><li>1. the end of the Benefit Period; and</li><li>2. the date benefits equal to any applicable benefit limit or maximums, as shown in the <i>Schedule of Benefits</i>, have been paid.</li></ol>

## COMMON EXCLUSIONS

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In addition to any benefit or coverage specific exclusion, benefits will not be paid for any loss 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 the Description of Benefits Section or Conditions of Coverage Section:

1. Intentionally self-inflicted injury, suicide, or any attempt while sane or insane;
2. Commission or attempt to commit a felony or an assault;
3. Declared or undeclared war or act of war or any act of declared or undeclared war unless specifically provided by this Policy;
4. A Covered Accident or Emergency Sickness that occurs while on active duty service in the military, naval or air force of any country or international organization. Upon receipt of proof of service, the Company will refund any premium paid for this time. Reserve or National Guard active duty training is not excluded unless it extends beyond 30 days.
5. Travel in any Aircraft owned, leased or operated or controlled by the Policyholder, or any of its subsidiaries or affiliates. An Aircraft will be deemed to be "controlled" by the Policyholder, if the Aircraft may be used as the Policyholder wishes for more than 10 straight days, or more than 15 days in any year
6. Sickness, disease, bodily or mental infirmity, bacterial or viral infection or medical or surgical treatment thereof, (including exposure, whether or not Accidental, to viral, bacterial or chemical agents) whether the loss results directly or non directly from the treatment except for any bacterial infection resulting from an Accidental external cut or wound or Accidental ingestion of contaminated food;
7. Medical or surgical treatment, diagnostic procedure, administration of anesthesia, or medical mishap or negligence, including malpractice.
8. Flight in, boarding or alighting from, an Aircraft or any craft designed to fly above the Earth's surface:
  - a. except as a fare paying passenger on a regularly scheduled commercial airline;
  - b. being flown by the Insured Person or in which the Insured Person is a member of the crew;
  - c. being used for:
    - i. crop dusting, spraying or seeding, giving and receiving flying instruction, fire fighting, sky writing, sky diving or hang-gliding, pipeline or power line inspection, aerial photography or exploration, racing, endurance tests, stunt or acrobatic flying; or
    - ii. any operation that requires a special permit from the FAA, even if it is granted (this does not apply if the permit is required only because of the territory flown over or landed on);
  - d. designed for flight above or beyond the earth's atmosphere;
  - e. including an ultra-light or glider;
  - f. being used for the purpose of parachuting or skydiving; or
  - g. being used by any military authority, except an Aircraft used by the air mobility command or its foreign equivalent.
9. Benefits will not be paid for services or treatment rendered by any person who is:
  - a. employed or retained by the Policyholder;
  - b. living in the Insured Person's household;
  - c. an Immediate Family Member, including domestic partner, of either the Insured Person or the Insured Person's Spouse, except if the family member is the only Physician in the area at the time of accident and acting within the scope of their normal employment; or
  - d. the Insured Person.

## CLAIM PROVISIONS

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

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

1. Spouse;
2. child or children;
3. parents;
4. siblings; or
5. estate of the Insured Person.

**Claim Forms** The Company or its designated authorized agent will send claim forms to the claimant upon receipt of a written notice of claim. If such forms are not sent within 15 days after the Company received notice of claim, the claimant will be deemed to have met the proof of loss requirements upon submitting, within the time fixed in the Policy for filing proof of loss, written proof covering the occurrence, the character and the extent of the loss for which the claim is made. The notice should include the Insured Person's name, the Policyholder's name and the Policy Number. Any forms that may be required to be provided under this subsection may be provided in electronic or paper form.

**Notice of Claim** Written notice of claim must be given to the Company or its designated authorized agent within 30 days after the occurrence or commencement of the Insured Person's Covered Loss, or as soon thereafter as reasonably possible. Notice given by or on behalf of the claimant to the Company or its designated authorized agent, with information sufficient to identify the Insured Person, is deemed notice to the Company. Any notices that may be required to be provided under this subsection may be provided in electronic or paper form.

**Payment of Claims** All benefits will be paid in United States currency. Upon receipt of due written proof of death, payment for loss of life of an Insured Person will be made to the Insured Person's beneficiary as described in the Beneficiary Provision and these Claim Provisions.

Upon receipt of due written proof of loss, payments for all losses, except loss of life, will be made to (or on behalf of, if applicable) the Insured Person suffering the loss. If an Insured Person dies before all payments due have been made, the amount still payable will be paid to His beneficiary as described in the Beneficiary Provision.

If any payee is a minor or is not competent to give a valid release for the payment, the payment will be made to a parent, guardian, or other person actually supporting Him. If the payee has no legal guardian for His property, a payment not exceeding \$1,000 may be made, at the Company's option, to any relative by blood or connection by marriage of the payee, who, in the Company's opinion, has assumed the custody and support of the minor or responsibility for the incompetent person's affairs.

Any payment the Company makes in good faith fully discharges liability to the extent of the payment made.

**Time of Payment of Claims** Benefits payable under the Policy for any loss other than loss for which

the Policy provides any periodic payment will be paid immediately upon receipt of due written proof of the loss. Subject to the Company's receipt of due written proof of loss, all accrued benefits for loss for which the Policy provides periodic payment will be paid at the expiration of each month during the continuance of the period for which the Company is liable and any balance remaining unpaid upon termination of liability will be paid immediately upon receipt of such proof.

**Conditional Claim Payment** If the Insured Person incurs expenses for Covered Injuries and in Our opinion a third party may be liable, the Company will pay benefits if the Insured Person first agrees in writing to refund the lesser of:

1. the amount the Company actually paid for such expenses; and
2. the amount actually received from the third party, regardless of whether the amount is for such expenses, and the third party's liability is determined and satisfied whether by settlement, judgment, arbitration or otherwise. However, if the third party's liability is satisfied in an amount less than the benefits paid under this Policy, the Company will pay the difference.

**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 after expiry of the applicable statute of limitations from the time proof of loss is required to be furnished under this Policy.

**Physical Examination And Autopsy** The Company, at its own expense, has the right and opportunity to examine the Insured Person when and as often as the Company may reasonably require while a claim is pending and to make an autopsy in case of death, where it is not prohibited by law.

**Proof of Loss** Written proof of loss must be furnished to the Company within 90 days after the date of the Covered Loss. In the case of a claim for loss of time for disability, written proof of such loss must be furnished to the Company within 90 days after the commencement of the period for which the Company is liable. If the loss is one for which the Policy requires continuing eligibility for periodic benefit payments, subsequent written proofs of eligibility must be furnished at such intervals as may reasonably be required. Failure to furnish proof within the time required neither invalidates nor reduces any claim if it was not reasonably possible to furnish proof within such time, provided such proof is furnished as soon as reasonably possible and in no event, except in the absence of legal capacity of the claimant, later than one year from the time proof is otherwise required. Any forms that may be required to be provided under this subsection may be provided in electronic or paper form.

**Subrogation** The Company has the right to recover all payments including future payments, which the Company has made, or will be obligated to pay in the future, to the Insured Person from anyone liable for the Covered Loss. If the Insured Person recovers from anyone liable for the Covered Loss, the Company will be reimbursed first from such recovery to the extent of the Company's payments to the Insured Person. The Insured Person agrees to assist the Company in preserving its rights against those responsible for such loss, including but not limited to, signing subrogation forms supplied by the Company.

## ADMINISTRATIVE PROVISIONS

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### **Cancellation**

The Company or the Policyholder may cancel this Policy after the first year or Policy Term or as of any Premium Due Date, by giving the other party 31 days advance written or authorized electronic notice. Any premium rate guarantee will not affect the Company's or the Policyholder's right to cancel this Policy.

If a premium is not paid when due, the Company 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 Premium Rate Table.

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

### **Grace Period**

A grace period of 31 days will be provided for the payment of any premium due after the first Premium Due Date. During the grace period, the Policy shall continue in force, unless the Policyholder has given written notice of discontinuance in advance of the Premium Due Date and in accordance with the terms of this Policy. If the required premium is not paid during the grace period, coverage will terminate on the last day of the grace period. The Policyholder will be liable for the payment of a pro rata premium for the time the Policy was in force during the grace period.

### **Premiums**

Premium rates are expressed in, and premiums are payable in, United States currency. The Company will provide notifications of premiums due or premium changes, 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 Insured 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 Premium Rate Table, unless the Policyholder and the Company agree to another mode of premium payment. Premiums are paid at the Company's Home Office or to the Company's 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 Grace Period section.

### **Premium Rate Changes**

The Company may change premium rates at the end of any Policy Term or any premium rate guarantee period with at least 45 days advance notice to the last known address of the Policyholder. The Company will not increase premium rates more frequently than annually, unless one of the events described below occurs.

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

Any increase or decrease in rate will take effect on the date of the

applicable change specified above. 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**

The Company 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.

**Reinstatement**

This Policy may be reinstated if it lapsed for nonpayment of premium. Requirements for reinstatement are a written application of the Policyholder satisfactory to the Company 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

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<b>Addition of New Insured Persons</b>	All Insured Persons added to the Classes of Eligible Persons in the <i>Schedule of Benefits</i> are eligible for insurance under this Policy.
<b>Assignment</b>	<p>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 the Company receives 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.</p> <p>This insurance may not be levied on, attached, garnished, or otherwise taken for a person's debts unless contrary to law.</p>
<b>Certificates</b>	Where required by law, the Company will provide a certificate of insurance for delivery to the Insured Person. Each certificate will set forth a statement as to the insurance coverage to which the Insured Person is entitled, and to whom the insurance benefits are payable, and a statement as to any family member, Spouse or dependent's coverage. If family members or dependents are included in the coverage, the insurer need only issue one certificate to each family unit.
<b>Clerical Error</b>	A person's coverage will not be affected by error or delay in keeping records of insurance under this Policy. If such error or delay is found, the Company will adjust the premium fairly.
<b>Conformity with Statutes</b>	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.
<b>Entire Contract; Changes</b>	<p>The Policy and any attached papers make up the entire contract between the Policyholder and the Company. In the absence of fraud, all statements made by the Policyholder or any Insured Person will be considered representations and not warranties. No written statement made by an Insured Person will be used in any contest unless a copy of the statement is furnished to the Insured Person or, in the event of the death or incapacity of the Insured Person, to His beneficiary or personal representative.</p> <p>No change in this Policy will be valid until approved by one of the Company's executive officers and endorsed on or attached to this Policy. No agent has authority to change this Policy or to waive any of its provisions.</p>
<b>Examination of the Policy</b>	This Policy will be available for inspection at the Policyholder's office during regular business hours.
<b>Incontestability</b>	<p>The validity of the Policy will not be contested after it has been in force for two years from the Policy Effective Date, except for non-payment of premium, misrepresentation or fraud.</p> <p>However, the Company may contest coverage at any time based upon the Insured Person's ineligibility for coverage under the Policy or upon other provisions in the Policy.</p>

<b>Misstatement of Fact</b>	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.
<b>Noncompliance with Policy Requirements</b>	Any express or implied waiver by the Company of any requirements of this Policy is not a continuing waiver of such requirements. Any failure by the Company to enforce any Policy provision will not be a waiver or amendment of that provision.
<b>Policy Changes</b>	No change in this Policy will be valid until approved by one of the Company's executive officers and endorsed on or attached to this Policy. The Company may agree with the Policyholder to modify a plan of benefits without the Insured Person's consent.
<b>Records</b>	The Policyholder or its authorized Administrator will maintain the records of the Insured Person's insurance under this Policy. The Company 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 Insured Person for transactions relating to this insurance. The actions of the Policyholder will not be considered the actions of the Company.
<b>Reporting Requirements</b>	<p>The Policyholder or its authorized agent must report all of the following to the Company by the Premium Due Date:</p> <ol style="list-style-type: none"> <li>1. the names of all persons insured on the Policy Effective Date;</li> <li>2. the names of all persons who are insured after the Policy Effective Date;</li> <li>3. the names of those persons whose insurance has terminated; and</li> <li>4. additional information required by the Company.</li> </ol> <p>The Company may, at the Company's sole discretion, waive reporting of any information specified above.</p>
<b>Workers' Compensation</b>	This Policy is not in lieu of and does not affect any requirements for coverage by any Workers' Compensation Act or similar law.

## **CONDITIONS OF COVERAGE**

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This Section describes the Conditions of Coverage under which benefits provided by this Policy become payable. Any benefits are payable only once, even though more than one Condition of Coverage may apply. Please read these and the Common Exclusions sections in order to understand all of the terms, conditions and limitations of coverage.

### **24-HOUR(Business & Pleasure) COVERAGE**

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

### **Exclusions**

Other exclusions that apply to this Condition of Coverage are in the Common Exclusions Section.

## DESCRIPTION OF BENEFITS

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This Description of Benefits Section describes the 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 Common Exclusions section in order to understand all of the terms, conditions and limitations applicable to these Benefits.

### ACCIDENTAL DEATH AND DISMEMBERMENT BENEFIT

#### Covered Losses

The Company will pay the Benefit Amount for any one of the Covered Losses listed in the *Schedule of Benefits*, subject to all applicable conditions and exclusions, if the Insured Person suffers a loss as a result of a Covered Injury within the applicable time period specified in the *Schedule of Benefits*.

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

#### Exposure and Disappearance

If by reason of an Accident occurring while an Insured Person's coverage is in force under this Policy, the Insured Person is unavoidably exposed to the elements and as a result of such exposure suffers a Covered Loss for which an Accidental Death or Accidental Dismemberment Benefit is otherwise payable under the Policy, the Covered Loss will be covered under the terms of this Policy.

If the body of an Insured Person has not been found within one year of the disappearance, forced landing, stranding, sinking or wrecking of a Conveyance in which the Insured Person was an occupant while covered under this Policy, then it will be deemed, subject to all other terms and provisions of this Policy, that the Insured Person has suffered an Accidental Death that would have been payable under the Policy.

#### Definitions

For purposes of this Benefit:

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

**Loss of Sight** means the total, permanent Loss of Sight of one eye. 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).

**Loss of Toes** means complete Severance through the metatarsalphalangeal joint.

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

**Exclusions**

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

**COMA BENEFIT**

The Company will pay the Benefit Amount shown in the *Schedule of Benefits*, subject to all applicable conditions and exclusions, if an Insured Person suffers a Covered Injury that results in a Coma, within the applicable time period specified in the *Schedule of Benefits*.

**Definitions**

For purposes of this Benefit:

**Coma** means a profound state of unconsciousness from which the Insured Person is not likely to be aroused through powerful stimulation. The Coma must begin within 30 days of the Covered Accident, continue for 30 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.

**Exclusions**

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

**MEDICAL EVACUATION BENEFIT**

The Company will pay the Benefit Amount shown in the *Schedule of Benefits*, subject to all applicable conditions and exclusions, if the Insured Person suffers a Covered Injury or an Emergency Sickness that warrants His Emergency Evacuation while He is outside a 100 mile radius from His current place of primary residence. The Company will pay for Covered Emergency Evacuation Expenses reasonably incurred for all Emergency Evacuations from the same Covered Accident or all Emergency Sicknesses from the same or related causes.

The Physician ordering the Emergency Evacuation must certify that the severity of the Insured Person's Covered Injury or Emergency Sickness warrants His Emergency Evacuation. All transportation arrangements made for the Emergency Evacuation must be by the most direct and economical Conveyance and route possible. **AXIS's travel assistance service provider** must make all arrangements and must authorize all expenses in advance for this Benefit to be payable. However, the Company reserves the right to determine the benefit payable, including any reductions, if it was not reasonably possible to contact **AXIS's travel assistance service provider** in advance.

**Definitions**

For purposes of this Benefit:

**Covered Emergency Evacuation Expense(s)** means an expense that: (1) is charged for a Medically Necessary Emergency Evacuation Service; (2) does not exceed the usual level of charges for similar transportation, treatment, services or supplies in the locality where the expense is incurred; and (3) does not include charges that would not have been made if no insurance existed; or (4) Usual and Customary Charges.

**Emergency Evacuation** means, if warranted by the severity of the Insured Person's Covered Injury or Emergency Sickness: (1) the Insured Person's immediate transportation from the place where He suffers a Covered Injury or Emergency Sickness to the nearest Hospital or other medical facility where appropriate medical treatment can be obtained; (2) the Insured Person's transportation to His current place of primary residence to obtain further medical treatment in a Hospital or other medical facility or to recover after suffering a Covered Injury or Emergency Sickness and being treated at a local Hospital or other medical facility; or (3) both (1) and (2) above. An Emergency Evacuation also includes medical treatment, medical services and medical supplies necessarily received in connection with such transportation.

**Emergency Sickness** means an illness or disease diagnosed by a Physician which:

1. causes a severe or acute symptom that, if not provided with immediate treatment, would reasonably be expected to result in serious deterioration of the Insured Person's health or place His life in jeopardy; and
2. manifests itself suddenly and unexpectedly while the Insured Person is covered under this Policy.

**Exclusions**

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

**PARALYSIS BENEFIT**

The Company will pay the Benefit Amount shown on the *Schedule of Benefits* for that type of Paralysis, subject to all conditions and exclusions, if an Insured Person suffers Paralysis as a result of a Covered Injury. If the Insured Person suffers more than one type of Paralysis as a result of the same Covered Accident, only one amount, the largest, will be paid.

**Definitions**

For the purposes of this Benefit:

**Paralysis/Paralyzed** means Quadriplegia, Paraplegia, Hemiplegia or Uniplegia that is expected to last for a continuous period of 12 months or more from the earlier of the date of the Covered Accident causing paralysis or the date of the diagnosis. "Quadriplegia" means the complete and irreversible paralysis of both upper and lower limbs. "Paraplegia" means the complete and irreversible paralysis of both lower limbs or both upper limbs. "Hemiplegia" means the complete and irreversible paralysis of the upper and lower limbs of the same side of the body. "Uniplegia" means the complete and irreversible paralysis of one limb. "Limb" means entire arm or entire leg.

**Exclusions**

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

**REPATRIATION BENEFITS**

The Company will pay the Benefit Amount shown in the *Schedule of Benefits*, subject to all applicable conditions and exclusions, if an Insured Person suffers Loss of Life due to a Covered Injury or an Emergency Sickness while outside a 100 mile radius from His current place of primary residence. The Company will pay for Covered Expenses reasonably incurred to return His body to His current place of primary residence.

Covered Expenses include, but are not limited to, expenses for: (1) embalming or cremation; (2) the most economical coffins or receptacles adequate for

transportation of the remains; and (3) transportation of the remains by the most direct and economical Conveyance and route possible; or (4) Usual and Customary Charges.

**AXIS's travel assistance service provider** must make all arrangements and must authorize all expenses in advance for this Benefit to be payable. However, the Company reserves the right to determine the benefit payable, including any reductions, if it was not reasonably possible to contact **AXIS's travel assistance service provider** in advance.

#### Definitions

For purposes of this Benefit:

**Emergency Sickness** means an illness or disease diagnosed by a Physician which:

1. causes a severe or acute symptom that, if not provided with immediate treatment, would reasonably be expected to result in serious deterioration of the Insured Person's health or place His life in jeopardy; and
2. manifests itself suddenly and unexpectedly while the Insured Person is covered under this Policy.

#### Exclusions

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

#### SEATBELT AND AIRBAG BENEFIT

The Company will pay the Benefit Amount shown in the *Schedule of Benefits*, subject to all applicable conditions and exclusions, when the Insured Person's death results from a Covered Accident while wearing a seatbelt and operating or riding as a passenger in a Private Passenger Automobile. An additional benefit is provided if the Insured Person was also positioned in a seat protected by a properly-functioning and properly deployed Supplemental Restraint System (Airbag).

Verification of proper use of the seatbelt at the time of the Covered Accident and that the Supplemental Restraint System properly 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 Insured Person's claim to the Company.

If such certification or police report is not available or it is unclear whether the Insured Person was wearing a seatbelt or positioned in a seat protected by a properly functioning and properly deployed Supplemental Restraint System, the Company will pay a Default Benefit Amount shown in the *Schedule of Benefits* to the Insured Person's beneficiary.

In the case of a child, seatbelt means a child restraint, as required by state law and approved by the National Highway Traffic Safety Administration, properly secured and being used as recommended by its manufacturer for children of like Age and weight at the time of the Covered Accident.

#### 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 or a child safety device.

#### Exclusions

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

**NOTICE CONCERNING COVERAGE LIMITATIONS AND EXCLUSIONS UNDER THE  
SOUTH DAKOTA LIFE AND HEALTH INSURANCE GUARANTY ASSOCIATION ACT**

Residents of South Dakota who purchase life insurance, annuities or health insurance should know that the insurance companies licensed in this state to write these types of insurance are members of the South Dakota Life and Health Insurance Guaranty Association. The purpose of this Association is to assure that policyholders will be protected, within limits, in the unlikely event that a member insurer becomes financially unable to meet its obligations. If this should happen, the Guaranty Association will assess its other member insurance companies for the money to pay the claims of insured persons who live in this state and, in some cases, to keep coverage in force. The valuable extra protection provided by these insurers through the Guaranty Association is not unlimited, however. And, as noted below, this protection is not a substitute for consumers' care in selecting companies that are well-managed and financially stable.

***Important Disclaimer***

**The Guaranty Association does not provide coverage for all types of life, health, or annuity benefits, and the Guaranty Association may not provide coverage for this policy. If coverage is provided, it may be subject to substantial limitations or exclusions and require continued residency in South Dakota. You should not rely on coverage by the South Dakota Life and Health Insurance Guaranty Association in selecting an insurance company or in selecting an insurance policy.**

**Coverage is NOT provided for your policy or any portion of it that is not guaranteed by the insurer or for which you have assumed the risk, such as variable contract sold by prospectus.**

**Insurance companies or their agents are required by law to give or send you this notice. However, insurance companies and their agents are prohibited by law from using the existence of the Guaranty Association for the purpose of sales, solicitation, or inducement to purchase any kind of insurance policy.**

**The South Dakota Life and Health Insurance Guaranty Association  
Executive Director  
206 West 14<sup>th</sup> Street  
Sioux Falls, South Dakota 57104  
(605) 336-0177  
[www.sdlifega.org](http://www.sdlifega.org)**

**South Dakota Division of Insurance  
500 East Capitol  
Pierre, South Dakota 57501-5070  
(605) 773-3563  
[www.state.sd.us/dcr/insurance](http://www.state.sd.us/dcr/insurance)**

The state law that provides for this safety-net coverage is called the South Dakota Life and Health Insurance Guaranty Association Act. Below is a brief summary of this law's coverages, exclusions, and limits. This summary does not cover all provisions of the law, nor does it in any way change anyone's rights or obligations under the Act or the rights or obligations of the Guaranty Association.

**COVERAGE**

Generally, individuals will be protected by the Guaranty Association if they live in this state and hold a life or health insurance contract, or an annuity, or if they are insured under a group insurance contract, issued by a member insurer. The beneficiaries, payees or assignees of insured persons are protected as well, even if they live in another state. Coverage is also provided by the Guaranty Association to persons eligible to receive payment under structured settlement annuities who are residents of this state and, under certain conditions, such persons even if they are not a resident of this state.



## **EXCLUSIONS FOR COVERAGE**

However, persons holding such policies are not protected by the Association if:

- they are eligible for protection under the laws of another state (this may occur when the insolvent insurer was incorporated in another state whose guaranty association protects insureds who live outside that state);
- the insurer was not authorized to do business in this state;
- their policy was issued by an HMO, a fraternal benefit society, a mandatory state pooling plan, a mutual assessment company or similar plan in which the policyholder is subject to future assessments, or by an insurance exchange.

The Association also does not provide coverage for:

- any policy or portion of a policy which is not guaranteed by the insurer or for which the individual has assumed the risk, such as variable contract sold by prospectus;
- claims based on marketing materials or other documents which are not approved policy forms, claims based on misrepresentations of policy benefits, and other extra-contractual claims;
- any policy of reinsurance (unless an assumption certificate was issued);
- interest rate yields that exceed an average rate specified by statute;
- dividends;
- credits given in connection with the administration of a policy by a group contract holder;
- employers' plans to the extent they are self-funded (that is, not insured by an insurance company, even if an insurance company administers them);
- unallocated annuity contracts (which give rights to group contract holders, not individuals);
- certain contracts which establish benefits by reference to a portfolio of assets not owned by the insurer.

## **LIMITS ON AMOUNTS OF COVERAGE**

The Guaranty Association in no event will pay more than what the insurance company would owe under a policy or contract. In addition, state law limits the amount of benefits the Guaranty Association will pay for any one insured life, and no matter how many policies or contracts there are with the same company, as follows: (i) for life insurance, not more than \$300,000 in death benefits and not more than \$100,000 in net cash surrender and net cash withdrawal values; (ii) for health insurance, not more than \$500,000 for basic hospital, medical and surgical insurance, not more than \$300,000 for disability insurance, and not more than \$100,000 for other types of health insurance; and (iii) for annuities, not more than \$100,000 in the present value of annuity benefits, including net cash surrender and net cash withdrawal values. However, in no event will the Guaranty Association be obligated to cover more than an aggregate of \$300,000 in benefits with respect to any one life except with respect to benefits for basic hospital, medical and surgical insurance, for which the aggregate liability of the Guaranty Association may not exceed \$500,000. These general statements of the limits on coverage are only summaries and the actual limitations are set forth in South Dakota law.

## **ADDITIONAL INFORMATION**

The statutes which govern the Guaranty Association are contained in SDCL Chapter 58-29C. Additional information about the Guaranty Association may be found at [www.sdlifega.org](http://www.sdlifega.org), which contains a link to SDCL Chapter 58-29C.

Information about the financial condition of insurers is available from a variety of sources, including financial rating agencies such as AM Best Company, Fitch Inc., Moody's Investors Service, Inc., and Standard & Poor's. Additional information about financial rating agencies may be obtained by clicking on "Insurance Related Links" on the website of the South Dakota Division of Insurance at [www.state.sd.us/dcr/insurance](http://www.state.sd.us/dcr/insurance).

The Guaranty Association is subject to supervision and regulation by the Director of the South Dakota Division of Insurance. Persons who desire to file a complaint to allege a violation of the statutes governing the Guaranty Association may contact the Division of Insurance. State law provides that any suit against the Guaranty Association shall be brought in Hughes County, South Dakota.



## 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 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 Company  
1 University Square Drive, Suite 200  
Princeton, NJ 08540  
888.870.AXIS (2947)  
General questions - please send to [USSales.AccHealth@axiscapital.com](mailto:USSales.AccHealth@axiscapital.com)

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

Effective June 1, 2011

**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").