

# Student Accident Insurance Plan 2019-2020

Policy Number: 2019A4M01

#### **BLANKET ACCIDENT INSURANCE POLICY** (Non-Participating)

issued by

#### COMMERCIAL TRAVELERS LIFE INSURANCE COMPANY

Utica, New York 13502

(Herein called "the COMPANY")

IN CONSIDERATION of the payment of the required premium, the COMPANY agrees with the Policyholder named below to insure all members of the Eligible Group specified in the Policy Schedule against loss sustained while participating in the specified Covered Activity, subject to the terms and conditions of this Policy.

POLICY SCHEDULE

Policy Number: 2019 A4 M01

Policyholder: UNIVERSITY OF TEXAS SYSTEM SPECIAL

FORM NUMBER: SR-1-90 (REV.2)(AG)

**EVENTS INSURANCE** 210 W 7TH STREET AUSTIN, TX 78701

Policy Effective Date: 08/01/2019

Termination Date: 08/01/2020

beginning and ending at 12:01 am at the address of the Policyholder

Eligible Group:

SE-All participants in the covered activity.

**Covered Activity:** 

The event or activity specified in the application sponsored by the Policyholder.

Maximum Medical Benefit:

\$100,000.00

**Deductible Amount:** 

\$50.00

Maximum Period:

52 weeks

Principal Sum: \$50,000.00

Aggregate Limit of Benefits: n/a

Policy Premium Basis: \$10,000.00

Minimum Premium: n/a

**Table of Contents** (forms attached at time of issue)

Part 1 - Definitions

Part 2 - Medical Expenses

Part 4 - Limitations\*

Part 3 - Accidental Death and Dismemberment Indemnity

\*Limitation C - the Sports exclusion: DOES APPLY

\*Limitation D - the Excess provision: DOES APPLY

Part 5 - Exposure and Disappearance, Aggregate Limit

Part 6 - General Policy Provisions

Part 7 - Additional Provisions

Application

CTR-AV

C-TX-CN

SR-1-90(REV.2)-AR(TX)

The following pages form a part of this Policy as if recited over the signatures below.

The COMPANY has executed this Policy at its Home Office in Utica, New York to take effect as of the date specified above.

Libry A Stank
Secretary

Form SR-1-90 (Rev. 2) (AG)

Licensed Resident Agent (where required)

#### Part 1 DEFINITIONS

The terms listed below, when used in this Policy, have the meanings stated.

"Injury" means bodily injury resulting from an accident which occurs during the policy term and while the Insured Person is engaged in the Covered Activity specified in the Policy Schedule.

"Insured Person" means a member of the Eligible Group specified in the Policy Schedule and who is engaged in the Covered Activity. All such persons are insured hereunder, by premium paid by the Policyholder on their behalf.

"Deductible Amount" means the total of eligible expense which must be incurred by the Insured Person during the policy term before medical expense benefits are payable under this Policy.

#### Part 2

#### **MEDICAL EXPENSE BENEFITS**

If the Insured Person incurs eligible expense as the result of a covered injury, directly and independently of all other causes, the COMPANY will pay the charges incurred for such expense within the Maximum Period, beginning on the date of accident. Payment will be made for eligible expenses in excess of the applicable Deductible Amount, not to exceed the Maximum Medical Benefit. The first such expense must be incurred within 60 days after the date of the accident.

The Maximum Period, the Deductible Amount, and the Maximum Medical Benefit are stated in the Policy Schedule.

"Eligible expense" means charges for the following necessary treatment and service, not to exceed the usual and customary charges in the area where provided.

- 1. Medical and surgical care by a physician;
- 2. Hospital care and service in semi-private accommodations, or as an outpatient;
- 3. Radiology (X-rays);
- 4. Prescription drugs and medicines;
- 5. Orthopedic appliances necessary to promote healing;
- 6. Ambulance service from the scene of the accident to the nearest hospital;
- 7. Dental treatment of sound natural teeth.

#### Part 3 ACCIDENTAL DEATH AND DISMEMBERMENT INDEMNITY

If a covered injury results in any of the losses specified below within 100 days after the date of the accident, the COMPANY will pay the applicable amount stated in the Policy Schedule.

For loss of:

Life	The Principal Sum
Two or more members	The Principal Sum
One member	One-Half the Principal Sum

If the Principal Sum is payable, no indemnity will be paid for dismemberment. In any event, the Double Dismemberment Indemnity is the maximum amount payable under this Part for all losses resulting from one accident.

<sup>&</sup>quot;Member" means hand, foot, or eye. Loss of hand or foot means complete severance above the wrist or ankle joint. Loss of eye means the total, permanent loss of sight.

Part 4 LIMITATIONS

- A. This Policy does not cover any loss contributed to or resulting from:
  - (a) Sickness or disease in any form (except pyogenic infections due to an accidental cut or wound).
  - (b) The use of drugs or narcotics, unless administered on the advice of a physician.
  - (c) War or any act of war, whether or not declared, or participation in any riot or civil commotion.
  - (d) Air travel or the use of any device or equipment for aerial navigation, except as a fare-paying passenger on a regularly-scheduled commercial airline.
  - (e) Suicide or any attempt thereat, or any intentionally self-inflicted injury.
- B. Nor does this Policy provide benefits for:
  - (f) Services provided by (a) any person or facility employed or retained by the Policyholder or member organization, or (b) any member of the Insured Person's family or household.
  - (g) Dental treatment, except as the result of a covered injury.
  - (h) Examination for, prescription for, or the purchase of eyeglasses or contact lenses or hearing aids.
  - (i) The repair or replacement of any orthopedic appliance or artificial dental restoration.
  - (j) Expenses payable under any Workers' Compensation Law or similar legislation.
  - (k) Injury sustained while riding in or on any two- or three-wheeled engine-driven or motorized vehicle.
- C. This Policy does not cover injury sustained while practicing for or participating in any athletic game, event, or tournament sponsored by or under the direction of any organized sports league, conference, or association, or while traveling to or from such practice or play.
- D. Excess provision: this Policy does not cover treatment or service for which benefits are payable or service is available under any other insurance or medical service plan available to the Insured Person. If such other insurance or plan has a similar provision, this Policy shall pay fifty percent (50%) of the benefits otherwise provided.

#### Part 5 EXPOSURE AND DISAPPEARANCE, AGGREGATE LIMIT

- A. In the event an Insured Person is unavoidably exposed to the elements as a result of an accident and, because of such exposure, suffers a loss for which a benefit is otherwise payable hereunder, such loss will be covered in accordance with the terms of this Policy.
  - In the event an Insured Person is not found within one year from the date of the disappearance, wrecking, or sinking of the conveyance in which he was riding, provided that such occurrence was under circumstances that would otherwise be covered hereunder, it will be presumed that the Insured Person sustained loss of life as a result of injury.
- B. The Aggregate Limit of Benefits stated in the Policy Schedule shall be the total limit of the COMPANY's liability for all benefits arising out of injury sustained by two or more Insured Persons as the result of one accident.
  - If the total of such benefits exceeds the Aggregate Limit, the COMPANY shall not be liable to any one such Insured Person for a greater proportion of such Insured Person's benefits than said Aggregate Limit bears to the total benefits afforded to all such Insured Persons.

#### **GENERAL POLICY PROVISIONS**

- 1. Entire Contract; Changes: This Policy, including the endorsements and the attached papers, if any, constitutes the entire contract of insurance. No change in this Policy shall be valid until approved by an executive officer of the COMPANY and unless such approval be endorsed hereon. No agent has authority to change this Policy or waive any of its provisions.
- Notice of Claim: Written notice of claim must be given to the COMPANY within 30 days after the occurrence or commencement of any loss covered by the Policy, or as soon thereafter as is reasonably possible. Notice given by or on behalf of the claimant to the COMPANY at its Home Office in Utica, New York, or to any authorized agent of the COMPANY, with information sufficient to identify the Insured Person shall be deemed notice to the COMPANY.
- 3. Claim Forms: The COMPANY, upon receipt of a notice of claim, will furnish to the claimant such forms as are usually furnished by it for filing proofs of loss. If such forms are not furnished within 15 working days after the giving of such notice the claimant shall be deemed to have complied with the requirements of the Policy as to proof of loss upon submitting, within the time fixed in the Policy for filing proofs of loss, written proof covering occurrence, the character and the extent of the loss for which claim is made.
- 4. Proofs of Loss: Written proof of loss must be furnished to the COMPANY at its said office within ninety (90) days after the date of such loss. Failure to furnish such proof within the time required shall not invalidate nor reduce any claim if it was not reasonably possible to give proof within such time, provided such proof is furnished as soon as reasonably possible.
- 5. Time of Payment of Claims: Indemnities payable under the Policy will be paid immediately upon receipt of due written proof of such loss.
- 6. Payment of Claims: Indemnity for loss of life will be payable in accordance with the beneficiary designation and the provisions respecting such payment which may be prescribed herein and effective at the time of payment. If no such designation or provision is then effective, such indemnity shall be payable to the estate of the Insured Person. Any other accrued indemnities unpaid at the Insured Person's death may, at the option of the COMPANY, be paid either to such beneficiary or to such estate. All other indemnities will be payable to the Insured Person.
  - If any indemnity of the Policy shall be payable to the estate of an Insured Person or to an Insured Person who is a minor or otherwise not competent to give a valid release, the COMPANY may pay such indemnity, up to an amount not exceeding \$1,000, to any relative by blood or connection by marriage of the Insured Person who is deemed by the COMPANY to be equitably entitled thereto. Any payment made by the COMPANY in good faith pursuant to this provision shall fully discharge the COMPANY to the extent of such payment.
  - Subject to any written direction of the Insured Person in an application or otherwise, all or a portion of any indemnities provided by the Policy on account of hospital, nursing, medical, or surgical service may, at the COMPANY's option and unless the Insured Person requests otherwise in writing not later than the time for filing proof of such loss, be paid directly to the hospital or person rendering such services, but it is not required that the service be rendered by a particular hospital or person.
- 7. Physical Examination and Autopsy: The COMPANY at its own expense shall have the right and opportunity to examine the person of any individual whose injury is the basis of claim when and as often as it may reasonably require during the pendency of a claim hereunder and to make an autopsy in case of death, where it is not forbidden by law.
- 8. Legal Actions: No action at law or in equity shall be brought to recover on the Policy prior to the expiration of sixty days after written proof of loss has been furnished in accordance with the requirements of this Policy. No such action shall be brought after the expiration of three years (in Kansas, five years) after the time written proof of loss is required to be furnished.
- Conformity with State Statutes: Any provision of this Policy which, on its Effective Date, is in conflict with the statutes of
  the state in which this Policy was delivered or issued for delivery is hereby amended to conform to the minimum requirements of such statutes.

#### Part 7

#### **ADDITIONAL PROVISIONS**

- A. The COMPANY does not assume any responsibility for the validity of an assignment.
- B. The COMPANY shall issue to the Policyholder for delivery to each Insured Person an individual certificate which shall state the essential features of insurance to which such person is entitled and to whom benefits are payable if required to do so by the laws of the state in which the Insured Person resides when his insurance becomes effective.
- C. The Insured Person shall have free choice of a legally qualified physician with the understanding that the physician-patient relationship shall be maintained.
- D. The acknowledgment by the COMPANY of the receipt of notice given under this Policy, or the furnishing of forms for filing proofs of loss, or the acceptance of such proof, or the investigation of any claim hereunder shall not operate as a waiver of any rights of the COMPANY in defense of any claim arising under this Policy.
- E. This Policy is not in lieu of and does not affect any requirement for coverage by Workers' Compensation insurance.

#### AMENDMENT RIDER

Attached to and forming part of Special Risk Blanket Accident Insurance Policy SR-1-0(Rev.2)(CC) and SR-1-90(Rev.2)(PS).

Paragraph B(f) under Part 4 entitled LIMITATIONS is hereby deleted in its entirety and replaced by the following:

Services provided by (a) any person or facility employed or retained by the Policyholder or any entity with which the Policyholder is affiliated, or (b) any member of the Insured Person's family or household.

Paragraph 1, Entire Contract; Changes and Paragraph 5, Time of Payment of Claims, under Part G entitled GENERAL POLICY PROVISIONS are hereby deleted in their entirety and replaced by the following:

- 1. Entire Contract; Changes: This policy and the application, including the endorsements and the attached papers, if any, constitutes the entire contract of insurance. A copy of the application of the policyholder shall be attached to the policy when issued, and all statements made by any person insured shall be deemed representations and not warranties, and no statement made by any person insured shall be used in any contest unless a copy of the instrument containing the statement is or has been furnished to such person or to his beneficiary. No change in this Policy shall be valid until approved by an executive officer of the COMPANY and unless such approval be endorsed hereon. No agent has authority to change this Policy or waive any of its provisions.
- 5. Time of payment of Claims: Indemnities payable under this policy for any loss other than loss for which this policy provides any periodic payment will be paid immediately upon receipt of due written proof of such loss. Subject to due written proof of loss, all accrued indemnities for loss for which this Policy provides periodic payment will be paid within sixty (60) days and any balance remaining unpaid upon the termination of liability will be paid immediately upon receipt of due written proof.

A new Paragraph is added to Part G entitled GENERAL POLICY PROVISIONS as follows:

Incontestable: After this policy has been in force for a period of two years during the lifetime of the insured, it shall become incontestable as to the statements contained in the application.

Paragraph B under Part 7 entitled ADDITIONAL PROVISIONS is hereby deleted in its entirety.

All policy terms and conditions not inconsistent herewith are unchanged.

President

Knt A. Olsan

#### COMMERCIAL TRAVELERS LIFE INSURANCE COMPANY **COMMERCIAL TRAVELERS BUILDING UTICA, NEW YORK 13502**

#### POLICY CHANGE ENDORSEMENT

ENDORSEMENT SCHEDULE		
Policy Owner	Attached to Policy No.	Effective Date of Coverage
UNIVERSITY OF TEXAS SYSTEM SPECIAL EVENTS INSURANCE	2019 A4 M01	08/01/2019

Policy Owner	Attached to Policy No.	Effective Date of Coverage	
UNIVERSITY OF TEXAS SYSTEM SPECIAL EVENTS INSURANCE	2019 A4 M01	08/01/2019	
s understood and agreed that the Policy to v	which this Endorsement is attached	is amended as follows:	
COVERED ACTIVITIES' IS AMENDED			
LL ACTIVITIES SPONSORED AND SUF GROUP IN CONNECTION WITH SUCH		LDER, INCLUDING TRAVEL W	
every other way, the Policy remains as	is.		
	COMMERCIAL TRAVELERS	S LIFE INSURANCE COMPANY	
	Knt	A. Olsan	
		President	
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Policy Owner's Signature		Counternianature of Licensed	
(If required by the Company)	R	Countersignature of Licensed Resident Agent, where required	

PCE-1(Rev.'91)

# IMPORTANT INFORMATION ABOUT COVERAGE UNDER THE TEXAS LIFE AND HEALTH INSURANCE GUARANTY ASSOCIATION

(For insurers declared insolvent or impaired on or after September 1, 2011)

Texas law establishes a system to protect Texas policyholders if their life or health insurance company fails. The Texas Life and Health Insurance Guaranty Association ("the Association") administers this protection system. Only the policyholders of insurance companies that are members of the Association are eligible for this protection which is subject to the terms, limitations, and conditions of the Association Law. (The law is found in the *Texas Insurance Code*, Chapter 463.)

It is possible that the Association may not protect all or part of your policy because of statutory limitations.

#### Eligibility for Protection by the Association

When a member insurance company is found to be insolvent and placed under an order of liquidation by a court or designated as impaired by the Texas Commissioner of Insurance, the Association provides coverage to policyholders who are:

- Residents of Texas (regardless of where the policyholder lived when the policy was issued)
- Residents of other states, ONLY if the following conditions are met
  - 1) The policyholder has a policy with a company domiciled in Texas;
  - 2) The policyholder's state of residence has a similar guaranty association; and
  - 3) The policyholder is *not eligible* for coverage by the guaranty association of the policyholder's state of residence.

#### Limits of Protection by the Association

#### Accident, Accident and Health, or Health Insurance:

• For each individual covered under one or more policies: up to a total of \$500,000 for basic hospital, medical-surgical, and major medical insurance, \$300,000 for disability or long term care insurance, and \$200,000 for other types of health insurance.

#### Life Insurance

- Net cash surrender value or net cash withdrawal value up to a total of \$100,000 under one or more policies on a single life; or
- Death benefits up to a total of \$300,000 under one or more policies on a single life; or
- Total benefits up to a total of \$5,000,000 to any owner of multiple non-group life policies.

#### **Individual Annuities**

Present value of benefits up to a total of \$250,000 under one or more contracts on any one life.

#### **Group Annuities**

- Present value of allocated benefits up to a total of \$250,000 on any one life; or
- Present value of unallocated benefits up to a total of \$5,000,000 for one contractholder regardless of the number of contracts.

#### **Aggregate Limit:**

• \$300,000 on any one life with the exception of the \$500,000 health insurance limit, the \$5,000,000 multiple owner life insurance limit, and the \$5,000,000 unallocated group annuity limit.

These limits are applied for each insolvent insurance company.

Insurance companies and agents are prohibited by law from using the existence of the Association for the purpose of sales, solicitation, or inducement to purchase any form of insurance. When you are selecting an insurance company, you should not rely on Association coverage. For additional questions on Association protection or general information about an insurance company, please use the following contact information:

Texas Life and Health Insurance Guaranty Association 515 Congress Avenue, Suite 1875 Austin, Texas 78701 800-982-6362 or www.txlifega.org Texas Department of Insurance P.O. Box 149104 Austin, Texas 78714-9104 800-252-3439 or www.tdi.texas.gov

### **COMPLAINT NOTICE**

#### **IMPORTANT NOTICE**

To obtain information or to make a complaint:

You may call Commercial Travelers Life Insurance Company's toll-free telephone number for information or to make a complaint at:

#### 1-800-756-3702

You may also write to Commercial Travelers Life Insurance Company at:

Commercial Travelers Life Insurance Company 70 Genesee Street, Utica, NY 13502

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

#### 1-800-252-3439

You may write the Texas Department of Insurance:

P.O. Box 149104 Austin, TX 78714-9104

Fax: (512) 490-1007

Web: www.tdi.texas.gov

E-Mail: ConsumerProtection@tdi.texas.gov

#### PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim, you should contact the agent first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

#### ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document.

#### **AVISO IMPORTANTE**

Para obtener informacion o para presentar una queja:

Usted puede llamar al numero de telefono gratuito de Commercial Travelers Life para obtener informacion o para presentar una queja al:

#### 1-800-756-3702

Usted tambien puede escribir a la oficina Commercial Travelers Life Insurance Company:

Commercial Travelers Life Insurance Company 70 Genesee Street, Utica, NY 13502

Usted puede comunicarse con el Departamento de Seguros de Texas para obtener informacion sobre companias, coberturas, derechos, o quejas al:

#### 1-800-252-3439

Usted puede escribir al Departamento de Seguros de Texas a:

P.O. Box 149104 Austin, TX 78714-9104

FAX: (512) 490-1007

Sitio: www.tdi.texas.gov

E-Mail: ConsumerProtection@tdi.texas.gov

#### DISPUTAS POR PRIMAS DE SEGUROS O

**RECLAMACIONES:** Si tiene una disputa relacionada con su prima de seguro o con una reclamacion, usted debe comunicarse con el agente primero. Si la disputa no es resuelta, usted puede comunicarse con el Departamento de Seguros de Texas.

**ADJUNTE ESTE AVISO A SU POLIZA:** Este aviso es solamente para propositos informativos y no se convierte en parte o en condicion del documento adjunto.

NDNGRP NOTICE-TX 09/15

## **Commercial Travelers Life Insurance Company**

Commercial Travelers Life Insurance Company(CT) is committed to protecting the privacy of the personal information we receive ("Information") about you. By choosing to do business with us, you have placed your trust in us and we take this responsibility very seriously. This notice states our privacy practices. Our pledge to you is "your privacy is our priority."

#### Why We Collect and How We Use Information:

When you apply to any of our insurance companies for any product or service, you disclose to us a certain amount of Information about yourself. We collect only Information necessary or relevant to our business. We use the Information to evaluate, process and service your request for products and services and to offer you other CT products or services.

#### Types of Information We Collect:

We collect most Information directly from you on applications or from other communications with you during the application process.

Types of Information we could collect include, but are not limited to:

- name
- address
- age
- social security number
- beneficiary information
- other insurance coverage
- health information
- financial information
- occupation
- hobbies
- other personal characteristics

#### We also may keep Information about your transactions with us:

- types of products you buy
- your premium amount
- your account balances
- your payment history

#### Additional Information is received from:

- medical personnel
- medical institutions
- Medical Information Bureau (MIB, Inc.)
- other insurance companies
- agents
- employers
- public records
- consumer reporting agencies

#### How We Disclose Your Information:

Your Information as described above may be disclosed as permitted by law to our affiliates and nonaffiliated third parties. These disclosures include, but are not limited to the following purposes:

- To assess eligibility for insurance, benefits or payments
- To process and service your requests for our products and services
- To collect premium, pay benefits and perform other claims administration
- To print and mail communications from us such as policy statements
- For audit or research purposes

- To respond to requests from law enforcement authorities or other government authority as required by law
- To resolve grievances
- To find or prevent criminal activity, fraud, material misrepresentation or nondisclosure in connection with an insurance issue

CT also may disclose your Information as permitted by law to our affiliates without prior authorization in order to offer you other CT products or services. The law does not allow you to restrict such disclosures.

Except for the above disclosures or as authorized by you with respect to your Information, CT does not share Information about our customers or former customers with nonaffiliated third parties. Further, when Information is disclosed to any nonaffiliated third parties as permitted by law, we require that they agree to our privacy standards. Please note that Information we get from a report prepared by an insurance support organization may be retained by that insurance support organization and used for other purposes.

#### Access to and Correction of Your Information:

You have the right to access and correct your Information that we have on file. Generally, upon your written request, we will make your Information available for your review. Information collected in connection with or in anticipation of a claim or legal proceeding need not be disclosed to you.

If you notify us that your Information should be corrected, amended or deleted, we will review it. We will either make the requested change or explain our refusal to do so. If we do not make the requested change, you may submit a short written statement of dispute, which we will include in any future disclosure of Information. For a more detailed explanation of these rights to access and correction, please send us a written request.

Massachusetts Policyholders: You will be notified in writing of any adverse underwriting decisions, including the specific reason the adverse decision was made.

#### **How We Protect Your Information:**

CT has developed strong security measures to guard the Information of our customers.

We restrict access to your Information to designated personnel or service providers who administer or offer our products or services, or who may be responsible for maintaining Information security practices.

We maintain physical, electronic and procedural safeguards that comply with applicable laws to protect your Information.

Please keep a copy of this notice with your important papers. Additional copies of this notice are available upon written or verbal request. This notice is also available on CT's website, www.nglic.com.

CTPN 2017

#### NOTICE OF PRIVACY PRACTICES

# 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.

Commercial Travelers Life Insurance Company is required by law to maintain the privacy of your health information and to provide you with notice of their legal duties and privacy practices with respect to your health information.

#### How We May Use or Disclose Your Health Information

- 1. <u>Payment Functions</u>. We may use or disclose health information about you to determine eligibility for plan benefits, obtain premiums, facilitate payment for the treatment and services you receive from health care providers, determine plan responsibility for benefits, and to coordinate benefits.
- **Health Care Operations.** We may use and disclose health information about you to carry out necessary insurance-related activities, including, but not limited to, underwriting, premium rating and other activities relating to plan coverage; conducting quality assessment and improvement activities; submitting claims for stop-loss coverage; conducting or arranging for medical review, legal services, audit services, and fraud and abuse detection programs.
- 3. Required by Law. As required by law, we may use and disclose your health information. We may disclose medical information pursuant to a court order in judicial or administrative proceedings; to report information related to victims of abuse, neglect, or domestic violence; or to assist law enforcement officials in their law enforcement duties.
- **4. Public Health.** As required by law, we may disclose your health information to public health authorities to prevent or control disease, injury or disability, or for other health oversight activities.
- 5. <u>Coroners, Medical Examiners and Funeral Directors</u>. We may disclose your health information to coroners, medical examiners and funeral directors. For example, this may be necessary to identify a deceased person.
- **6. Organ and Tissue Donation.** Your health information may be used or disclosed for cadaveric organ, eye or tissue donation purposes.
- 7. <u>Health and Safety</u>. We may disclose your health information to appropriate persons in order to prevent or lessen a serious and imminent threat to the health or safety of a particular person or the general public.
- **8. Government Functions.** We may disclose your health information for military, national security, prisoner and government benefits purposes.
- **9.** Worker's Compensation. We may disclose your health information as necessary to comply with worker's compensation or similar laws.
- 10. <u>Disclosures to Plan Sponsors</u>. We may disclose your health information to the sponsor of your group health plan for purposes of administering benefits under the plan.

#### When We May Not Use or Disclose Your Health Information

Except as described in this Notice of Privacy Practices, we will not use or disclose your health information without written authorization from you. If you do authorize us to use or disclose your health information for another purpose, you may revoke your authorization in writing at any time.

#### **Statement of Your Health Information Rights**

- 1. <u>Right to Request Restrictions</u>. You have the right to request restrictions on certain uses and disclosures of your health information. We are not required to agree to the restrictions that you request.
- **Right to Request Confidential Communications.** You have the right to receive your health information through alternative means or at an alternative location. We are not required to agree to your request.

CTNPP (Rev. 12/13) 7/17

- **3.** Right to Inspect and Copy. You have the right to inspect and copy your health information. If you request a copy of the information, we may charge you a reasonable fee to cover the copy expense.
- **4. Right to Request a Correction.** You have a right to request that we amend your health information. We are not required to change your health information.
- **Right to Accounting of Disclosures.** You have the right to receive an accounting of disclosures of your health information. We will provide one list per 12 month period free of charge; we may charge you for any additional lists requested within the same 12 month period.
- **Right to Paper Copy.** You have a right to receive a paper copy of this Notice of Privacy Practices at any time.
- 7. <u>Right to Revoke Permission</u>. You have the right to revoke your authorization to use or disclose your health information at any time, except to the extent that action has already been taken.

#### **Our Obligations Under This Notice**

#### We are required by law to:

- 1. Maintain the privacy of your health information.
- 2. Provide you with a notice of our legal duties and privacy practices with respect to your health information.
- 3. Abide by the terms of this Notice.
- 4. Provide you notice of a breach of any unsecured personal health information.
- 5. Notify you if we are unable to agree to a requested restriction on how your information is used or disclosed.
- 6. Accommodate reasonable requests you may have to communicate health information by alternative means or at alternative locations.
- 7. Obtain your written authorization to use or disclose your health information for reasons other than those listed above and permitted by law, including psychotherapy notes, personal health information for marketing purposes, and information in instances constituting the sale of personal health information.

We reserve the right to amend this Notice of Privacy Practices at any time in the future and to make the new Notice provisions effective for all health information that we maintain. Revised Notices will be distributed to you by mail.

#### **Complaints**

If you believe your privacy rights have been violated, you may file a complaint with:

Privacy Officer Commercial Travelers Life Insurance Company 70 Genesee Street Utica, NY 13502

You may also file a complaint with the Secretary of the Department of Health and Human Services. We will not retaliate against you in any way for filing a complaint.

Effective Date of This Notice: July 21, 2017.

CTNPP (Rev. 12/13) 7/17