Executive Offices: 175 Water Street, 15th Floor, New York, NY 10038 (212) 458-5000

(a capital stock company, herein referred to as the Company)

Policyholder: Northern New England Conference of Seventh-day Adventist, Inc.

Policy Number: SRG 0009146738-A

#### **BLANKET ACCIDENT INSURANCE POLICY**

This Policy is a legal contract between the Policyholder and the Company. The Company agrees to insure eligible persons of the Policyholder against loss covered by this Policy subject to its provisions, limitations and exclusions. The persons eligible to be Insureds are all persons described in the Classification of Eligible Persons section of the Master Application. This Policy provides accident insurance to Insureds while they are participating in Covered Activities.

This Policy is issued in consideration of the payment of the required premium when due and the statements set forth in the signed Master Application, which is attached to and made part of this Policy.

This Policy begins on the Policy Effective Date shown in the Master Application and continues in effect until the Policy Termination Date as long as premiums are paid when due, unless otherwise terminated as further provided in this Policy. If this Policy is terminated, insurance ends on the date to which premiums have been paid. After the Policy Termination Date, this Policy may be renewed for additional periods of time by mutual written consent of the Company and the Policyholder at the premium rates set by the Company for the renewal period.

This Policy is governed by the laws of the state in which it is delivered.

The President and Secretary of National Union Fire Insurance Company of Pittsburgh, Pa. witness this Policy:

President

PLEASE READ THIS POLICY CAREFULLY.

Secretary

**Non-Participating Policy** 

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#### **DEFINITIONS**

Any capitalized terms in the Policy, Master Application, and any riders, amendments, or other attached papers are to be given the meanings as ascribed in this section or as later defined.

Benefit Schedule - means the Benefit Schedule section of the Master Application.

**Covered Activity (ies) -** means those activities set out in the Covered Activities section of the Master Application, with respect to which Insureds are provided accident insurance under this Policy.

**Injury -** means bodily injury caused by an accident that: (1) occurs while this Policy is in force as to the person whose injury is the basis of claim; (2) occurs while such person is participating in a Covered Activity; and (3) results directly and independently of all other causes in a covered loss.

**Insured** - means a person: (1) who is a member of an eligible class of persons as described in the Classification of Eligible Persons section of the Master Application; (2) for whom premium has been paid; and (3) while covered under this Policy.

**Immediate Family Member -** means a person who is related to the Insured in any of the following ways: spouse, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, father-in-law, parent (includes stepparent), brother or sister (includes stepbrother or stepsister), or child (includes legally adopted or stepchild).

**Physician -** means a licensed practitioner of the healing arts acting within the scope of his or her license who is not: 1) the Insured; 2) an Immediate Family Member; or 3) retained by the Policyholder.

#### POLICY EFFECTIVE AND TERMINATION DATES

**Effective Date.** This Policy begins on the Policy Effective Date shown in the Master Application at 12:01 AM Standard Time at the address of the Policyholder where this Policy is delivered.

**Termination Date**. The Company may terminate this Policy by giving 30 days advance notice in writing to the Policyholder. This Policy may, at any time, be terminated by mutual written consent of the Company and the Policyholder. This Policy terminates automatically on the Policy Termination Date shown in the Master Application. Termination takes effect at 12:01 AM Standard Time at the Policyholder's address on the date of termination.

#### **INSURED'S EFFECTIVE AND TERMINATION DATES**

**Effective Date.** An Insured's coverage under this Policy begins on the latest of: (1) the Policy Effective Date; (2) the date for which the first premium for the Insured's coverage is paid; or (3) the date the person becomes a member of an eligible class of persons as described in the Classification of Eligible Persons section of the Master Application.

A change in an Insured's coverage under this Policy due to a change in his or her eligible class or Covered Activity becomes effective on the later of: (1) when the change in his or her eligible class or Covered Activity occurs; or (2) if the change requires a change in premium, the date the first changed premium is paid. However, a change in coverage applies only with respect to accidents that occur once the change becomes effective.

**Termination Date.** An Insured's coverage under this Policy ends on the earliest of: (1) the date this Policy is terminated; (2) the end of the period for which premiums have been paid, or (3) the date the Insured ceases to be a member of any eligible class(es) of persons as described in the Classification of Eligible Persons section of the Master Application.

Termination of coverage will not affect a claim for a covered loss that occurred while the Insured's coverage was in force under this Policy.

#### **PREMIUM**

**Premiums.** Premiums are payable to the Company at the rates and in the manner described in the Premiums section of the Master Application. The Company may change the required premiums as a condition of any renewal of this Policy. The Company may also change the required premiums at any time when any change affecting rates is made in this Policy. (Any such change in this Policy will not take effect until any required additional premium is received by the Company, except as otherwise agreed to in writing by the Company and the Policyholder.)

#### **BENEFITS**

**Maximum Amount.** As applicable to each Benefit provided by this Policy for each Insured, Maximum Amount means the amount shown as the maximum amount for that Benefit for the Insured's eligible class in the Benefit Schedule.

**Accidental Death Benefit.** If Injury to the Insured results in death within 365 days of the date of the accident that caused the Injury, the Company will pay 100% of the Maximum Amount.

**Accidental Dismemberment Benefit.** If Injury to the Insured results, within 365 days of the date of the accident that caused the Injury, in any one of the Losses specified below, the Company will pay the percentage of the Maximum Amount shown below for that Loss:

For Loss Of	Percentage of Maximum Amount
Both Hands or Both FeetSight of Both Eyes	100%
One Hand and One Foot  One Hand and the Sight of One Eye	
One Foot and the Sight of One Eye	100%
Speech and Hearing in Both Ears One Hand or One Foot	
The Sight of One Eye	50%
Speech or Hearing in Both Ears  Hearing in One Ear	
Thumb and Index Finger of Same Hand.	

"Loss" of a hand or foot means complete severance through or above the wrist or ankle joint. "Loss" of sight of an eye means total and irrecoverable loss of the entire sight in that eye. "Loss" of hearing in an ear means total and irrecoverable loss of the entire ability to hear in that ear. "Loss" of speech means total and irrecoverable loss of the entire ability to speak. "Loss" of thumb and index finger means complete severance through or above the metacarpophalangeal joint of both digits.

If more than one Loss is sustained by an Insured as a result of the same accident, only one amount, the largest, will be paid.

**Exposure and Disappearance.** If by reason of an accident occurring while an Insured's coverage is in force under this Policy, the Insured is unavoidably exposed to the elements and as a result of such exposure suffers a loss for which a benefit is otherwise payable under this Policy, the loss will be covered under the terms of this Policy.

If the body of an Insured has not been found within one year of the disappearance, forced landing, stranding, sinking or wrecking of a conveyance in which the 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 has suffered accidental death within the meaning of this Policy.

#### **LIMITATIONS**

**Limitation on Multiple Benefits.** If an Insured suffers one or more losses from the same accident for which amounts are payable under more than one of the following Benefits provided by this Policy, the maximum amount payable under all of the Benefits combined will not exceed the amount payable for one of those losses, the largest: Accidental Death Benefit, Accidental Dismemberment Benefit, Catastrophe Cash Benefit.

#### **EXCLUSIONS**

This Policy does not cover any loss caused in whole or in part by, or resulting in whole or in part from, the following:

- 1. suicide or any attempt at suicide or intentionally self inflicted injury or any attempt at intentionally self inflicted injury.
- 2. sickness, disease or infections of any kind; except bacterial infections due to an accidental cut or wound, botulism or ptomaine poisoning.
- 3. the Insured's commission of or attempt to commit a felony.
- 4. declared or undeclared war, or any act of declared or undeclared war.
- 5. participation in any team sport or any other athletic activity, except participation in a Covered Activity.
- 6. travel or flight in or on (including getting in or out of, or on or off of) any vehicle used for aerial navigation, if the Insured is:
  - a. riding as a passenger in any aircraft not licensed for the transportation of passengers for hire
  - b. performing, learning to perform or instructing others to perform as a pilot or crew member of any aircraft.
- 7. any condition for which the Insured is entitled to benefits under any Workers' Compensation Act or similar law.
- 8. the Insured being under the influence of drugs or intoxicants, unless taken under the advice of a Physician

#### **CLAIMS PROVISIONS**

**Notice of Claim.** Written notice of claim must be given to the Company within 30 days after an Insured's loss, or as soon thereafter as reasonably possible. Notice given by or on behalf of the claimant to the Company at A&H Claims Department PO Box 25987, Shawnee Mission, KS 66225, with information sufficient to identify the Insured, is deemed notice to the Company.

**Claim Forms.** The Company 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 giving of notice, the claimant will be deemed to have met the proof of loss requirements upon submitting, within the time fixed in this Policy for filing proofs of loss, written proof covering the occurrence, the character and the extent of the loss for which claim is made. The notice should include the Insured's name, the Policyholder's name and the Policy number.

**Proof of Loss.** Written proof of loss must be furnished to the Company within 90 days after the date of the loss. If the loss is one for which this Policy requires continuing eligibility for periodic benefit payments, subsequent written proofs of eligibility must be furnished at such intervals as the Company may reasonably require. Failure to furnish proof within the time required neither invalidates nor reduces any claim if it was not reasonably possible to give 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.

**Payment of Claims.** Upon receipt of due written proof of death, payment for loss of life of an Insured will be made, in equal shares, to the survivors in the first surviving class of those that follow: the Insured's (1) spouse; (2) children; (3) parents; or (4) brothers and sisters. If no class has a survivor, the beneficiary is the Insured's estate.

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 suffering the loss. If an Insured dies before all payments due have been made, the amount still payable will be paid, in equal shares, to the survivors in the first surviving class of those that follow: the Insured's (1) spouse; (2) children; (3) parents; or (4) brothers and sisters. If no class has a survivor, the beneficiary is the Insured's estate.

If any payee is a minor or is not competent to give a valid release for the payment, the payment will be made to the legal guardian of the payee's property. If the payee has no legal guardian for his or her 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 the Company's liability to the extent of the payment made.

**Time of Payment of Claims.** Benefits payable under this Policy for any loss other than loss for which this Policy provides any periodic payment will be paid immediately upon the Company's 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 this 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.

#### **GENERAL PROVISIONS**

**Entire Contract; Changes.** This Policy, the Master Application, 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 will be considered representations and not warranties. No written statement made by an Insured will be used in any contest unless a copy of the statement is furnished to the Insured or his or her beneficiary or personal representative.

No change in this Policy will be valid until approved by an officer of the Company. The approval must be noted on or attached to this Policy. No agent may change this Policy or waive any of its provisions.

**Incontestability.** The validity of this Policy will not be contested after it has been in force for two year(s) from the Policy Effective Date, except as to nonpayment of premiums.

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

**Legal Actions.** No action at law or in equity may be brought to recover on this Policy prior to the expiration of 60 days after written proof of loss has been furnished in accordance with the requirements of this Policy. No such action may be brought after the expiration of 2 years after the time written proof of loss is required to be furnished.

**Noncompliance with Policy Requirements.** Any express waiver by the Company of any requirements of this Policy will not constitute a continuing waiver of such requirements. Any failure by the Company to insist upon compliance with any Policy provision will not operate as a waiver or amendment of that provision.

**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 is delivered is hereby amended to conform to the minimum requirements of those statutes.

**Workers' Compensation.** This Policy is not in lieu of and does not affect any requirements for coverage by any Workers' Compensation Act or similar law.

**Clerical Error.** Clerical error, whether by the Policyholder or the Company, will not void the insurance of any Insured if that insurance would otherwise have been in effect nor extend the insurance of any Insured if that insurance would otherwise have ended or been reduced as provided in this Policy.

**Records.** The Company has the right to inspect at any reasonable time, any records of the Policyholder that may have a bearing on this insurance.

**Assignment.** This Policy is non-assignable. An Insured may not assign any of his or her rights, privileges or benefits under this Policy.

**New Entrants.** This Policy will allow from time to time, that new eligible Insureds of the Policyholder be added to the class(es) of Insureds originally insured under this Policy.

**Misstatement of Age.** If premiums for the Insured are based on age and the Insured has misstated his or her age, there will be a fair adjustment of premiums based on his or her true age. If the benefits for

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

Executive Offices: 175 Water Street, 15<sup>th</sup> Floor, New York, NY 10038 (212) 458-5000

(a capital stock company, herein referred to as the Company)

## MASTER APPLICATION FOR BLANKET ACCIDENT INSURANCE POLICY

Application is hereby made for an accident insurance policy based on the following statements and representations:

#### 1. Identification of Policyholder:

Name of Policyholder: Northern New England Conference of Seventh-day Adventist, Inc.

Address of Policyholder: 479 Main Street, Westbrook, ME 04062

Policy Number: SRG 0009146738-A

#### 2. Classification of Eligible Persons:

Class Description of Class

I All registered students of the Policyholder. (Grades K-12)

Number of Eligible Persons: To Be Determined.

#### 3. **Policy Coverage:**

A. **Covered Activities:** While on the Policyholder's premises during the hours and on the days when the Policyholder is in session (excluding interscholastic football), including one hour before and after; or while participating in or attending an authorized and sponsored activity of the Policyholder away from the Policyholder's premises. This includes direct and uninterrupted travel to and from such activities in a vehicle designated by the Policyholder and to or from the student's residence to attend regular Policyholder sessions.

#### B. Benefit Schedule:

CLASS I

#### **Accidental Death Benefit**

Maximum Amount: \$15,000

#### **Accidental Dismemberment Benefit**

Maximum Amount: \$30,000

#### **Accident Medical Expense Benefit**

Overall Accident Medical Expense Maximum Amount:

\$25,000

Maximum Amount for Deferred Dental Treatment Benefit: \$1,000 per accident Note: Expenses charged to the maximum for the above Deferred Dental Treatment services are *not* subject to the Overall Accident Medical Expense Maximum Amount shown above.

Maximum Amount: \$50,000

The Maximum Amounts are used to determine amounts payable under each Benefit. Actual amounts payable will not exceed the maximums, and may be less than the maximums under circumstances specified in the Policy.

#### C. Policy Riders and/or Endorsements:

The following Riders and/or Endorsements are attached to and made part of the Policy as of the Policy Effective Date. Each Rider and/or Endorsement is subject to all provisions, limitations and exclusions of the Policy that are not specifically modified by the Rider and/or Endorsement.

CLASS I

FORM NO.	DESCRIPTION
S30549DBG	Accident Medical Expense Benefit Rider
89644 6-13	Economic Sanctions Endorsement
C11716DBG	Subrogation and Right of Recovery Endorsement
S30399DBG	Injury Definition and Exclusions Amendatory Endorsement
C11704DBG (Rev. 10/08)	Excess Benefits Rider
S30433DBG	Payment of Claims Amendatory Endorsement
C11700DBG	Catastrophe Cash Benefit Rider

#### 4. Premiums:

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

\$2,223,00 per year, due and payable in advance of the policy term.

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5.	Policy Effective Date:		October 1, 2015
6.	Policy Termination Date:		October 1, 2016
		Signed for the Policyholder	
		Title	
		Date	
	ed by Licensed Resident Agent re Required by Law)	_	

FRAUD WARNING: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines or a denial of insurance benefits.

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(a capital stock company, herein referred to as the Company)

Policyholder: Northern New England Conference of Seventh-day Adventist, Inc.

Policy Number: SRG 0009146738-A

#### **ACCIDENT MEDICAL EXPENSE BENEFIT RIDER**

This Rider is attached to and made part of the Policy effective October 1, 2015. It applies only with respect to accidents that occur on or after that date. It is subject to all of the provisions, limitations and exclusions of the Policy except as they are specifically modified by this Rider.

**Accident Medical Expense Benefit.** If an Insured suffers an Injury that, within 90 days of the date of the accident that caused the Injury, requires him or her to be treated by a Physician, the Company will pay the Usual and Customary Charges incurred for Medically Necessary Covered Accident Medical Services received due to that Injury, up to the Maximum Amount per Insured for all Injuries caused by the same accident. Benefits are payable for charges incurred within 104 weeks after the date of the accident causing the Injury.

No expenses paid under this Benefit will be payable under any other Rider in the Policy.

Covered Accident Medical Service(s) - as used in this Rider, means any of the following services:

- 1. services of a Physician;
- 2. private duty nursing by a registered nurse (R.N.) or Licensed Practical Nurse (LPN);
- laboratory tests;
- 4. radiological procedures;
- 5. anesthetics and the administration of anesthetics;
- 6. blood, blood products and artificial blood products, and the transfusion thereof;
- 7. physical therapy;
- 8. occupational therapy;
- 9. rental of Durable Medical Equipment;
- 10. artificial limbs, artificial eyes or other prosthetic appliances;
- 11. medicines or drugs administered by a Physician or that can be obtained only with a Physician's written prescription;
- 12. use of an Ambulatory Medical Center;
- Hospital's most common charge for semi-private room and board (or room and board in an intensive care unit); Hospital ancillary services (including, but not limited to, use of the operating room or emergency room);
- 14. ambulance service to or from a Hospital.

#### **Deferred Dental Treatment Benefits**

If the Insured suffers an Injury to sound, natural teeth and required dental treatment for that Injury must be postponed to a date more than 104 weeks after the date of that Injury due to the physiological changes occurring to an Insured who is a growing child, the Company will pay the Usual and Customary charges incurred for the dental treatment up to the Maximum Amount shown in the Benefit Schedule and subject to the Duration as shown below.

No expenses paid under this Benefit will be payable under any other Benefit in the Policy.

Duration of Deferred Dental Treatment: Usual and Customary charges incurred for deferred dental treatment are covered only if they are incurred on or before the Insured's 21st birthday; except that Usual and Customary charges incurred for deferred root canal therapy are covered only if they are incurred within 104 weeks after the date the Injury is sustained.

Physician Certification for Deferred Dental Treatment: No payment will be made for any deferred treatment unless a Physician submits a written certification that the treatment must be postponed for the reasons stated in the paragraphs above. Such certification must be submitted to the Company within 104 weeks after the accident.

**Ambulatory Medical Center** - as used in this Rider, means a licensed facility providing ambulatory surgical or medical treatment, other than a Hospital, clinic or Physician's office.

**Durable Medical Equipment** - as used in this Rider, refers to equipment of a type that is designed primarily for use, and used primarily, by people who are injured (for example, a wheelchair or a hospital bed). It does not include items commonly used by people who are not injured, even if the items can be used in the treatment of injury or can be used for rehabilitation or improvement of health (for example, a stationary bicycle or a spa).

**Experimental or Investigative** - as used in this Rider, means treatment, a device or prescription medication which is recommended by a Physician, but is not considered by the medical community as a whole to be safe and effective for the condition for which the treatment, device or prescription medication is being used, including any treatment, procedure, facility, equipment, drugs, drug usage, devices, or supplies not recognized as accepted medical practice, and any of those items requiring federal or other government agency approval not received at the time the services are rendered.

**Hospital** - as used in this Rider, means a facility that: (1) is operated according to law for the care and treatment of injured and sick people; (2) has organized facilities for diagnosis and surgery on its premises or in facilities available to it on a prearranged basis; (3) has 24 hour nursing service by registered nurses (R.N.'s); and (4) is supervised by one or more Physicians. A Hospital does not include: (1) a nursing, convalescent or geriatric unit of a hospital when a patient is confined mainly to receive nursing care; (2) a facility that is, other than incidentally, a rest home, nursing home, convalescent home or home for the aged; nor does it include any ward, room, wing, or other section of the hospital that is used for such purposes; or (3) any military or veterans hospital or soldiers home or any hospital contracted for or operated by any national government or government agency for the treatment of members or ex-members of the armed forces, except if there is a legal obligation to pay.

**Medically Necessary** - as used in this Rider, means a Covered Accident Medical Service that: (1) is essential for diagnosis, treatment or care of the Injury for which it is prescribed or performed; (2) meets generally accepted standards of medical practice; and (3) is ordered by a Physician and performed under his or her care, supervision or order.

**Mental Illness** - as used in this Rider, means any disturbance of emotional equilibrium, as manifested in maladaptive behavior and impaired functioning, caused by genetic, physical, chemical, biologic, psychological, or social and cultural factors. Also called emotional illness, mental/nervous disorder and psychiatric disorder.

**Usual and Customary Charge(s)** - as used in this Rider, means a charge that: (1) is made for a Covered Accident Medical Service; (2) does not exceed the usual level of charges for similar 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.

**Exclusions.** In addition to the Exclusions in the Exclusions section of the Policy and any amendment thereto, Accident Medical Expense benefits are not payable for, and Usual and Customary Charges for Covered Accident Medical Services do not include, any expense for or resulting from any of the following:

- 1. repair or replacement of existing artificial limbs, artificial eyes or other prosthetic appliances or rental of existing Durable Medical Equipment unless for the purpose of modifying the item because Injury has caused further impairment in the underlying bodily condition;
- 2. new, or repair or replacement of, dentures, bridges, dental implants, dental bands or braces or other dental appliances, crowns, caps, inlays or onlays, fillings or any other treatment of the teeth or gums, except for repair or replacement of sound natural teeth damaged or lost as a result of Injury up to the Maximum shown in the Benefit Schedule;
- new eye glasses or contact lenses or eye examinations related to the correction of vision or related to the fitting of glasses or contact lenses, unless Injury has caused impairment of sight; or repair or replacement of existing eyeglasses or contact lenses unless for the purpose of modifying the item because Injury has caused further impairment of sight;
- 4. new hearing aids or hearing examinations unless Injury has caused impairment of hearing; or repair or replacement of existing hearing aids unless for the purpose of modifying the item because Injury has caused further impairment of hearing;
- 5. rental of Durable Medical Equipment where the total rental expense exceeds the usual purchase expense for similar equipment in the locality where the expense is incurred (but if, in the Company's sole judgment, Accident Medical Expense benefits for rental of Durable Medical Equipment are expected to exceed the usual purchase expense for similar equipment in the locality where the expense is incurred, the Company may, but is not required to, choose to consider such purchase expense as a Usual and Customary Covered Accident Medical Expense in lieu of such rental expense):
- 6. any charge for medical care for which the Insured is not legally obligated to pay;
- 7. care, treatment or services provided by an Insured or by an Immediate Family Member;
- 8. routine physical exam and related medical services;
- 9. personal comfort or convenience items, such as but not limited to, Hospital telephone charges, television rental, or guest meals while confined in a Hospital or for items taken away or home from the Hospital, except Durable Medical Equipment;
- 10. elective treatment or surgery;
- 11. Experimental or Investigative treatment or procedures;
- 12. treatment for temporomandibular dysfunction;

- 13. care, treatment or services provided by persons retained or employed by the Policyholder; or for supplies, prescriptions or medicines paid for or reimbursable by the Policyholder, or for which a charge is not made;
- 14. Mental Illness, psychological or psychiatric counseling of any kind, mental and nervous disease or disorders and rest cures:
- 15. educational or vocational testing or training;
- 16. treatment of Osgood-Schlatter's disease;
- 17. detached retina unless due to an Injury;
- 18. plastic or cosmetic surgery;
- 19. charges that are payable under motor vehicle medical benefits;

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- 20. hernia.
- 21. any condition for which the Insured is entitled to benefits under any Workers' Compensation Act or similar law.

The President and Secretary of National Union Fire Insurance Company of Pittsburgh, Pa. witness this Rider:

President

Secretary

Executive Offices: 175 Water Street, 15th Floor, New York, NY 10038 (212) 458-5000

(a capital stock company, herein referred to as the Company)

Policyholder: Northern New England Conference of Seventh-day Adventist, Inc.

Policy Number: SRG 0009146738-A

#### CATASTROPHE CASH BENEFIT RIDER

This Rider is attached to and made part of the Policy effective October 1, 2015. It applies only with respect to accidents that occur on or after that date. It is subject to all of the provisions, limitations and exclusions of the Policy except as they are specifically modified by this Rider.

Catastrophe Cash Benefit. If Injury to the Insured results, within 90 days of the date of the accident that caused the Injury, in Paralysis or Coma, the Company will pay a benefit under the conditions described in this Rider. In order for a benefit to be payable under this Rider, the Paralysis or Coma must continue for a Waiting Period 12 consecutive months, must be determined by a Physician to be permanent and irreversible at the end of that Waiting Period and must result in Disability. The benefit payable is based on the percentage of the Maximum Amount(s) shown below for the causes of Disability shown below.

Cause of Disability	Percentage of Maximum Amount(s)
Coma  Paralysis of Two or More Limbs (Upper and/or Lower Paralysis of One Limb (Upper or Lower)	r)100% 50%

NOTE: If the Insured's Paralysis is a part of the body other than a Limb, the percentage of the Maximum Amount used to determine the benefit payable will be adjusted in proportion to the comparable extent of Paralysis of the listed parts of the body. The final determination of comparable extent will be made through the use of the most current edition of the "Guides to the Evaluation of Permanent Impairment" published by the American Medical Association. (In the event the referenced guide ceases to be published, the Company will select another appropriate measurement of impairment values.)

If the Insured suffers more than one cause of Disability as a result of the same accident, only one Percentage of the Maximum Amount, the largest for any one cause of Disability suffered by the Insured, will be used to determine the benefit payable.

The benefit payable is the percentage of the Maximum Amount shown above, payable at the end of the Waiting Period.

If the Insured returns to any occupation for which he or she is qualified by reason of education, experience or training on a full or part-time basis, he or she may return to Disability status if: (1) the Insured has not been back to work for longer than 30 days; and (2) the attending Physician certifies a return to Disability status due to the same Paralysis or Coma which caused the original Disability. However, with respect to an Insured for whom the occupational definition of Disabled/Disability is not appropriate, if the Insured engages in any of the usual activities of a person of like age and sex in comparable health, he or she may return to Disability status if: (1) the Insured has not been engaging in such activities for longer than 30 days; and (2) the attending Physician certifies a return to Disability status due to the same Paralysis or Coma which caused the original Disability.

Periods of Disability separated by less than 30 consecutive days will be considered one period of disability unless due to separate and unrelated causes.

The Company reserves the right, at the end of the Waiting Period (and as often as it may reasonably require thereafter) to determine, on the basis of all the facts and circumstances, that the Insured is Disabled due to the Paralysis or Coma, including, but not limited to, requiring an independent medical examination at the expense of the Company.

**Coma -** as used in this Rider, means a profound state of unconsciousness from which the Insured cannot be aroused to consciousness, even by powerful stimulation, as determined by a Physician.

**Disabled/Disability** - as used in this Rider, means that the Insured is unable while under the regular care of a Physician, to perform the material and substantial duties of any occupation for which he or she is qualified by reason of education, experience or training. However, with respect to an Insured for whom an occupational definition of Disabled/Disability is not appropriate, Disabled/Disability means, as used in this Rider, that the Insured is unable, while under the regular care of a Physician, to engage in any of the usual activities of a person of like age and sex whose health is comparable to that of the Insured immediately prior to the accident.

**Limb** - as used in this Rider, means entire arm or entire leg.

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**Paralysis -** as used in this Rider, means the complete loss of function in a part of the body as a result of neurological damage, as determined by a Physician.

The President and Secretary of National Union Fire Insurance Company of Pittsburgh, Pa. witness this Rider:

President Secretary

Executive Offices: 175 Water Street, 15th Floor, New York, NY 10038 (212) 458-5000

(a capital stock company, herein referred to as the Company)

Policyholder: Northern New England Conference of Seventh-day Adventist, Inc.

Policy Number: SRG 0009146738-A

#### **EXCESS BENEFITS RIDER**

This Rider is attached to and made part of the Policy effective October 1, 2015. It applies only with respect to accidents that occur on or after that date. It is subject to all of the provisions, limitations and exclusions of the Policy except as they are specifically modified by this Rider.

**Excess Benefits.** This Rider applies when an Insured has Accident Medical Expense coverage (herein called This Plan) under the Policy and health care coverage under one or more other Plans. When there is a basis for a claim under This Plan and another Plan, This Plan is an excess plan which has its benefits determined in excess of the benefits of the other Plan as described below, unless both: (1) the other Plan has coordination or excess benefits rules that require its benefits to be determined in excess of the benefits of This Plan; and (2) This Plan has covered the Insured longer than the other Plan has. When This Plan is an excess plan, the benefits of This Plan for any Allowable Expenses will be reduced when the sum of:

- 1. the benefits that would be payable for those Allowable Expenses under This Plan in the absence of this Rider; and
- 2. the benefits that would be payable for those Allowable Expenses under the other Plans in the absence of provisions with a purpose like that of a coordination or excess benefits provision, whether or not claim is made:

exceeds the amount of those Allowable Expenses. In that case, This Plan's benefits will be reduced so that they and the other Plans' benefits do not total more than the amount of those Allowable Expenses.

**Right to Receive and Release Needed Information.** The Company has the right to decide which facts it needs to administer this Rider. It may get needed facts from or give them to any other organization or person. The Company need not tell, or get the consent of, any person to do this. Each person claiming benefits under This Plan must give the Company any facts it needs to pay the claim.

Facility of Payment and Right of Recovery. If a payment made under another Plan includes an amount that should have been paid under This Plan, the Company may pay that amount to the organization making that payment. That amount will then be treated as though it were a benefit paid under This Plan. The Company will not have to pay that amount again. The term "payment made" includes providing benefits in the form of services, in which case "payment made" means reasonable cash value of the benefits provided in the form of services. If the amount of the payments made by the Company is more than it should have paid under this Rider, it may recover the excess from the persons it has paid or for whom it has paid, insurance companies or other organizations.

**Plan -** as used in this Rider, means any of the following group, group-type (such as, but not limited to, franchise or blanket), family or individual coverages which provide benefits or services for, or because of, health care: (1) insurance policies; (2) subscriber contracts; (3) uninsured arrangements; (4) coverage through health maintenance organizations and other prepayment, group practice and individual practice plans; (5) medical benefits coverage in automobile "no-fault" and traditional automobile "fault" type contracts; and (6) coverage under a governmental plan or coverage required or provided by law; but not including: (a) a state plan under Medicaid (Title XIX, Grants to States for Medical Assistance Programs, of the United States Social Security Act, as amended from time to time); or (b) a plan or law when, by law, its benefits are in excess of those of any private insurance plan or other non-governmental plan.

**Allowable Expense -** as used in this Rider, means a necessary, reasonable and customary item of expense for health care when the item of expense is covered at least in part by the Policy and is covered at least in part by one or more other Plans covering the Insured. When a Plan provides benefits in the form of services, the reasonable cash value of each service rendered is both an Allowable Expense and a benefit paid, if the reasonable cash value had been charged as the cost for the service and such expense would have been covered at least in part by the Policy.

The President and Secretary of National Union Fire Insurance Company of Pittsburgh, Pa. witness this Rider:

President

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Secretary

Executive Offices: 175 Water Street, 15<sup>th</sup> Floor, New York, NY 10038 (212) 458-5000 (a capital stock company, herein referred to as the Company)

Policyholder: Northern New England Conference of Seventh-day Adventist, Inc.

Policy Number: SRG 0009146738-A

#### PAYMENT OF CLAIMS AMENDATORY ENDORSEMENT

This Endorsement is attached to and made part of the Policy effective October 1, 2015. It applies only with respect to accidents that occur on or after that date. It is subject to all of the provisions, limitations and exclusions of the Policy except as they are specifically modified by this Endorsement.

The Payment of Claims provision applicable to the Policy is amended to include the following:

**Payment of Claims.** Upon receipt of due written proof of loss, benefit payments for charges incurred by the Insured for covered medical services may be made to the provider at the Company's option. If any such charges have been paid by the Insured, the benefit payment for those charges will be made to the Insured.

The President and Secretary of National Union Fire Insurance Company of Pittsburgh, Pa. witness this Endorsement:

President

Secretary

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Executive Offices: 175 Water Street, 15th Floor, New York, NY 10038 (212) 458-5000

(a capital stock company, herein referred to as the Company)

Policyholder: Northern New England Conference of Seventh-day Adventist, Inc.

Policy Number: SRG 0009146738-A

#### SUBROGATION AND RIGHT OF RECOVERY ENDORSEMENT

This Endorsement is attached to and made part of the Policy effective October 1, 2015. It applies only with respect to benefits payable under the Policy on or after that date. It is subject to all of the provisions, limitations and exclusions of the Policy except as they are specifically modified by this Endorsement.

The following section is added after the Exclusions section of the Policy:

#### SUBROGATION AND RIGHT OF RECOVERY

As a condition to receiving Accident Medical Expense benefits under this Policy, the Insured (or, if he or she is deceased, an authorized representative of the Insured) agrees, except as may be limited or prohibited by applicable law:

- to reimburse the Company for any such benefits paid to or on behalf of the Insured, if such benefits are recovered, in any form, from any Third Party or Coverage; and
- 2. without limiting the preceding, that the Company is subrogated, for the purpose of the Company's recovery of any such benefits paid to or on behalf of the Insured, to any and all claims, causes of action or rights that he or she has or that may rise against any Third Party who has or may have caused, contributed to or aggravated the injury or condition for which the Insured claims an entitlement to Policy benefits, and to any claims, causes of action or rights he or she may have against any Coverage for the injury or condition for which the Insured claims an entitlement to Policy benefits.

The Insured agrees that he or she will make a decision on pursuing any and all claims, causes of action and rights against any and all Third Parties and Coverage within 30 days of the date the Company requires that the Insured provide Notice of Claim for the injury or condition for which such Policy benefits are sought, and within such 30-day period will so notify the Company in writing. In the event the Insured decides not to pursue a claim, cause of action or right against a Third Party or Coverage, or fails to notify the Company of his or her intent to do so within such 30-day period, the Insured authorizes the Company to pursue, sue, compromise or settle any such claim, cause of action or right in his or her name, authorizes the Company to execute any and all documents necessary to pursue any such claim, cause of action or right, and agrees to cooperate fully with the Company in the prosecution of any such claim, cause of action or right.

If the Insured is a minor or is not competent to make this agreement, the legal guardian of the Insured's property makes the agreement on the Insured's behalf as a condition to receiving Accident Medical Expense benefits under this Policy on behalf of the Insured. If the Insured has no guardian for his or her property, the person or persons who, in the Company's opinion, have assumed the custody and support of the minor or responsibility for the incompetent person's affairs make the agreement on the Insured's behalf as a condition to receiving such benefits under this Policy on behalf of the Insured.

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

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

**Third Party(ies)** - as used in the Subrogation and Right of Recovery section of this Policy, means any person, corporation or other entity (except the Insured, the Policyholder and the Company).

The President and Secretary of National Union Fire Insurance Company of Pittsburgh, Pa. witness this Endorsement:

President

Secretary

Executive Offices: 175 Water Street, 15th Floor, New York, NY 10038 (212) 458-5000

(a capital stock company, herein referred to as the Company)

Policyholder: Northern New England Conference of Seventh-day Adventist, Inc.

Policy Number: SRG 0009146738-A

#### INJURY DEFINITION AND EXCLUSIONS AMENDATORY ENDORSEMENT

This Endorsement is attached to and made part of this Policy effective October 1, 2015. It applies only with respect to accidents that occur on or after that date. It is subject to all of the provisions, limitations and exclusions of this Policy except as they are specifically modified by this Endorsement.

1. The definition of Injury in the Definitions section of the Policy is deleted and replaced by the following:

**Injury -** means bodily injury: (1) which is sustained as a direct result of an unintended, unanticipated accident that is external to the body and that occurs while the injured person's coverage under this Policy is in force; (2) which occurs while such person is participating in a Covered Activity; and (3) which directly (independent of sickness, disease, mental incapacity, bodily infirmity or any other cause) causes a covered loss.

2. The Exclusions section of the Policy is deleted and replaced by the following:

#### **Exclusions**

No coverage shall be provided under this Policy and no payment shall be made for any loss resulting in whole or in part from, or contributed to by, or as a natural and probable consequence of any of the following excluded risks.

- 1. suicide or any attempt at suicide or intentionally self-inflicted Injury or any attempt at intentionally self-inflicted Injury or autoeroticism.
- 2. sickness, disease, mental incapacity or bodily infirmity whether the loss results directly or indirectly from any of these.
- 3. the Insured's commission of or attempt to commit a crime.
- 4. infections of any kind regardless of how contracted, except bacterial infections that are directly caused by botulism, ptomaine poisoning or an accidental cut or wound independent and in the absence of any underlying sickness, disease or condition including but not limited to diabetes.
- 5. declared or undeclared war, or any act of declared or undeclared war, except if specifically provided by this Policy.

- 6. participation in any team sport or any other athletic activity, except participation in a Covered Activity.
- 7. full-time active duty in the armed forces, National Guard or organized reserve corps of any country or international authority. (Unearned premium for any period for which the Insured is not covered due to his or her active duty status will be refunded) (Loss caused while on short-term National Guard or reserve duty for regularly scheduled training purposes is not excluded).
- 8. travel or flight in or on (including getting in or out of, or on or off of) any vehicle used for aerial navigation, if the Insured is:
  - a. riding as a passenger in any aircraft not intended or licensed for the transportation of passengers; or
  - b. performing, learning to perform or instructing others to perform as a pilot or crew member of any aircraft; or
  - c. riding as a passenger in an aircraft owned, leased or operated by the Policyholder or the Insured's employer.
- 9. the Insured being under the influence of intoxicants.
- 10. the Insured being under the influence of drugs unless taken under the advice of and as specified by a Physician.
- 11. the medical or surgical treatment of sickness, disease, mental incapacity or bodily infirmity whether the loss results directly or indirectly from the treatment.
- 12. stroke or cerebrovascular accident or event; cardiovascular accident or event; myocardial infarction or heart attack; coronary thrombosis; aneurysm.
- 13. any condition for which the Insured is entitled to benefits under any Workers' compensation Act or similar law.
- 14. the Insured riding in or driving any type of motor vehicle as part of a speed contest or scheduled race, including testing such vehicle on a track, speedway or proving ground.
- 15. any loss incurred while outside the United States, its Territories or Canada.

The President and Secretary of National Union Fire Insurance Company of Pittsburgh, Pa. witness this Endorsement:

President Secretary

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# IMPORTANT NOTICE TO OUR CUSTOMERS REGARDING THE OFFICE OF FOREIGN ASSETS CONTROL

Your rights as a policyholder and payments to you, any insured, additional insured, loss payee, mortgagee, or claimant, for loss under this policy may be affected by the administration and enforcement of U.S. economic embargoes and trade sanctions by the OFFICE OF FOREIGN ASSETS CONTROL ("OFAC").

#### WHAT IS OFAC?

OFAC is an office of the Department of the Treasury and acts under presidential wartime and national emergency powers, as well as authority granted by specific legislation, to impose controls on transactions and freeze foreign assets under U.S. jurisdiction. OFAC administers and enforces economic embargoes and trade sanctions primarily against:

- Targeted foreign countries and their agents
- Terrorism sponsoring agencies and organizations
- International narcotics traffickers

#### PROHIBITED ACTIVITY

- OFAC enforces certain embargoes and sanctions against certain designated countries. No U.S. business or person may enter into certain transactions in or connected to such designated "sanctioned" countries.
- OFAC maintains a directory known as the "Specially Designated Nationals and Blocked Persons" ("SDNBP") list. No U.S. business or person may transact business with any person or entity named on the SDNBP list.

Additional and more in-depth information on OFAC is available at the following website: <a href="http://www.ustreas.gov/offices/eotffc/ofac">http://www.ustreas.gov/offices/eotffc/ofac</a>.

#### **OBLIGATIONS PLACED ON US BY OFAC**

If we determine that you or any insured, additional insured, loss payee, mortgagee, or claimant are on the SDNBP list or are connected to a sanctioned country as described in the regulations enforced by OFAC, we must block or "freeze" property and payment of any funds transfers or transactions and report all blocks to OFAC within ten (10) days.

#### POTENTIAL ACTIONS BY US

- 1. We may immediately cancel your coverage effective on the day that we determine that we have transacted business with an individual or entity associated with your policy on the SDNBP list or connected to a sanctioned country as described in the regulations enforced by OFAC.
- 2. If we cancel your coverage, you will not receive a return premium unless approved by OFAC. All funds will be placed in an interest bearing blocked account established on the books of a U.S. financial institution.
- 3. We will not pay a claim, accept premium or exchange monies or assets of any kind to or with individuals, entities or companies (including a bank) on the SDNBP list or connected to a sanctioned country as described in the regulations enforced by OFAC. And, we will not defend or provide any other benefits under your policy to individuals, entities or companies on the SDNBP list or connected to a sanctioned country as described in the regulations enforced by OFAC.

#### YOUR RIGHTS AS A POLICYHOLDER

If funds are blocked or frozen by us in conjunction with the OFFICE OF FOREIGN ASSETS CONTROL, you may complete an "APPLICATION FOR THE RELEASE OF BLOCKED FUNDS" and apply for a specific license to request their release. Forms are available for download at the OFAC website. See http://www.ustreas.gov/offices/eotffc/ofac/legal/forms/license.pdf

## **FACTS**

## WHAT DOES AIG BENEFIT SOLUTIONS ("AIGBS") DO WITH YOUR PERSONAL INFORMATION?

Why?

Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.

What?

The types of personal information we collect and share depend on the product or service you have with us. This information can include:

- Social Security number and Medical Information
- Income and Credit History
- Payment History and Employment Information

When you are no longer our customer, we continue to share your information as described in this notice.

How?

All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons AIGBS chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does AIGBS share?	Can you limit this sharing?
For our everyday business purposes- such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes- to offer our products and services to you	Yes	No
For joint marketing with other financial companies	Yes	No
For our affiliates' everyday business purposes- information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes- information about your creditworthiness	No	We don't share
For nonaffiliates to market to you	No	We don't share

Questions?

For American General Life Insurance Company (AGL) & The United States Life Insurance Company (US Life): Call 800-346-7692 or go to www.aigbenefits.com For National Union Fire Insurance Company of Pittsburgh, Pa. (NUFIC): Call 866-244-4786; Fax: 212-458-7081 or E-Mail:CIPrivacy@aig.com

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Who we are	
Who is providing this notice?	AIG Benefit Solutions is the marketing name of the following insurance company subsidiaries of American International Group, Inc. (AIG) underwriting property-casualty, accident & health, and life insurance: American General Life Insurance Company, The United States Life Insurance Company in the City of New York, and National Union Fire Insurance Company of Pittsburgh, Pa.
What we do	
How does AIGBS protect my personal information?	To protect your personal information from unauthorized accessand use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. We restrict access to employees, representatives, agents, or selected third parties who have been trained to handle non public personal information.
How does AIGBS collect my personal information?	We collect your personal information, for example, when you •apply for insurance or pay insurance premiums •file an insurance claim or give us your income information •provide employment informationor other companies. We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.
Why can't I limit all sharing?	Federal law gives you the right to limit only  •sharing for affiliates' everyday business purposes- information about your creditworthiness  •affiliates from using your information to market to you  •sharing for nonaffiliates to market to you  State laws and individual companies may give you additional rights to limit sharing. See below for more on your rights under state law.
Definitions	
Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies.  •Our affiliates include the member companies of American International Group, Inc.
Nonaffiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies. •AIGBS does not share with nonaffiliates so they can market to you.
Joint marketing	A formal agreement between nonaffiliated financial companies that together market financial products or services to you.  •Our joint marketing partners include companies with which we jointly offer insurance products, such as a bank.

### Other important information

**For Vermont Residents only.** We will not share information we collect about you with nonaffiliated third parties, except as permitted by Vermont law, such as to process your transactions or to maintain your account. In addition, we will not share information about your creditworthiness with our affiliates except with your authorization.

**For California Residents only.** We will not share information we collect about you with nonaffiliated third parties, except as permitted by California law, such as to process your transactions or to maintain your account.

#### **Nevada Residents Only:**

We are providing this notice pursuant to Nevada state law. You may elect to be placed on our internal Do Not Call list by calling 800-231-3655. Nevada law requires that we also provide you with the following contact information: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington Street, Suite 3900, Las Vegas, NV 89101; Phone number: 702-486-3132; email: . For AGL/US Life: You may contact our customer service department by calling 800-346-7692, or email us at , or write to us at: 3600 Route 66, Neptune, NJ 07753. For NUFIC: You may contact us by calling 866-244-4786, by fax at 212-458-7081, by email at CIPrivacy@aig.com, or write to us at Privacy Officer, AIG Property Casualty, 175 Water Street, 18th Floor, New York, NY 10038.

You have the right to see and, if necessary, correct personal data. This requires a written request, both to see your personal data and to request correction. We do not have to change our records if we do not agree with your correction, but we will place your statement in our file. If you would like a more detailed description of our information practices and your rights, please write to us: For AGL/US Life customers: 3600 Route 66, Neptune, NJ 07753. For NUFIC customers: Privacy Officer, AIG Property Casualty, 175 Water Street, 18th Floor, New York, NY 10038.

## HIPAA Privacy Notice AIG Property Casualty

## 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.

#### **About this Notice**

You are receiving this notice because you have insurance under an individual or group Accident and Health (A&H) policy from one of the property-casualty insurance company subsidiaries or affiliates of American International Group, Inc. (collectively, the "AIG Companies" or "we") listed at the end of this notice.

If the A&H insurance policy you have does not provide payment for the cost of medical care, then this Health Insurance Portability and Accountability Act (HIPAA) Notice does not apply to you. In that case, the AIG Property Casualty Privacy and Data Security Notice you also received from us describes our privacy practices and your rights under state laws related to personal health and other personal information we may have collected about you in the course of conducting business with you.

If the A&H insurance policy you have provides payment for the cost of medical care, the AIG Property Casualty Privacy and Data Security Notice applies and the Health Insurance Portability and Accountability Act requires us to send you this additional notice of our obligations and your rights, under federal law.

#### **Our Duties**

We are required to maintain the privacy of protected health information and to provide you with notice of our legal duties and privacy practices with respect to protected health information. "Protected health information" includes any 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 health care.

We are required to abide by the terms of this notice currently in effect. We reserve the right to change the terms of this notice and to make the new notice provisions effective for all protected health information that we maintain. In the event we revise the practices related to privacy described in this notice, we will provide you with a revised notice by mail.

#### **Your Individual Rights**

With respect to protected health information, you have the following rights:

- The right to request restrictions on certain uses and disclosures of protected health information including the uses and disclosures listed in this notice and permitted disclosures by law. However, we are not required to agree to a requested restriction except for a request for a restriction to your protected health information where you have paid for the cost of the health care item or service in full and disclosure is not otherwise required by law;
- 2. The right to reasonably request to receive confidential communications of protected health information by alternative means or at alternative locations;
- 3. The right to inspect and copy your protected health information in our records, in either hard copy or electronic form to the extent that we maintain such records electronically, except:
  - for psychotherapy notes;
  - for information compiled in reasonable anticipation of, or for use in, a civil, criminal, or administrative action or proceeding;
  - for protected health information that is subject to a law prohibiting access to that information;
     or
  - if the protected health information was obtained from someone other than us under a promise
    of confidentiality and the access requested would be reasonably likely to reveal the source of
    the information.

We may also deny your request to inspect and copy your protected health information if:

- a licensed health care professional has determined that the access requested is reasonably likely to endanger your life or physical safety or the life or physical safety of another person;
- the protected health information makes reference to another person and a licensed health care professional has determined that the access requested is reasonably likely to cause substantial harm to such other person; or
- a licensed health care professional has determined that the access requested by your personal representative is reasonably likely to cause substantial harm to you or another person.
  - If we deny access on one of the above three grounds, you have the right to have the denial reviewed in accordance with applicable law;
- 4. The right to amend your protected health information contained in our records. However, if the information was not created by us, is not part of your medical or billing records, is not available for inspection, or the information is accurate and complete, we are not required to amend the information;
- 5. The right to receive an accounting of disclosures of protected health information made by us in the six years prior to the date on which the accounting is requested, except for disclosures:
  - to carry out payment and health care operations as provided below;
  - for notification purposes, as provided by law;
  - for national security or intelligence purposes, as provided by law;
  - to correctional institutions or law enforcement officials, as provided by law; or
  - that occurred prior to April 14, 2003;
- 6. The right to obtain a paper copy of this notice upon request if you are viewing this notice electronically; and
- 7. The right to be notified of a breach of unsecured protected health information. Unsecured protected health information means protected health information that is not secured through the use of a technology or methodology specified by the Secretary of Health and Human Services.

#### **Uses and Disclosures of Protected Health Information**

Under federal law, we are permitted to use and disclose protected health information for the purposes of treatment, payment, and health care operations.

- Treatment. We do not provide treatment.
- Payment. Payment refers to activities involving the collection of premium and payment of claims.
   Examples of uses and disclosures under this section include: (1) sharing protected health information with other insurers to determine coordination of benefits, the administration of claims, determining coverage, and providing benefits; and (2) sharing protected health information with third party administrators for the processing of claims.
- Operations. Operations refers to the business functions necessary for us to operate, such as quality assurance activities, audits, and complaint responses. Examples of uses and disclosures under this section include: (1) using protected health information for the purpose of underwriting and calculating premium rates; (2) using protected health information to perform legal, actuarial, and auditing services; (3) disclosing protected health information when responding to complaints; and (4) use of protected health information for general data analysis and long term management and planning. We do not use protected health information that is genetic health information for underwriting purposes. Genetic information includes information concerning the manifestation of a disease or condition of a family member while information about a condition or a disease pertaining to a specific individual is not genetic information.

We may also use or disclose your protected health information for other purposes permitted or required by law, including the following:

to you, as the covered individual;

- to a personal representative designated by you to receive protected health information or a
  personal representative designated by law such as the parent or legal guardian of child, or the
  surviving family members or representative of the estate of a deceased individual;
- to the Secretary of Health and Human Services, or any employee thereof, as part of an investigation to determine our compliance with the HIPAA Privacy Rules;
- to a business associate as part of a contracted agreement to perform services for the plan;
- to a health oversight agency, such as the Insurance Commissioner's Office, to respond to inquiries or investigations of the plan, requests to audit the plan, or to obtain necessary licenses;
- in response to a court order, subpoena, discovery request or other lawful judicial or administrative proceeding;
- as required for law enforcement purposes; or
- as required to comply with Workers' Compensation or other similar programs established by law.

The examples of permitted uses and disclosures listed above are not provided as an all-inclusive list of the ways in which protected health information may be used. They are provided to describe in general the types of uses and disclosures that may be made.

We do not use protected health information for fundraising activities, however, if we were to do so, you would be provided with the right to opt out of any such use.

We will not use your protected health information for any of the following activities without obtaining your prior written authorization:

- Marketing activities using protected health information;
- Any disclosure that constitutes a sale of protected health information; or
- The use or disclosure of psychotherapy notes.

Other uses and disclosures of your protected health information may be made only with your written authorization unless otherwise permitted or required by law. You may revoke such authorization at any time by providing written notice to us that you wish to revoke an authorization. We will honor a request to revoke as of the day it is received and to the extent that we have not already used or disclosed your protected health information in good faith with the authorization.

#### **Complaints Regarding Your Privacy Rights**

If you believe your privacy rights have been violated, you may contact the Secretary of Health and Human Services or you may file a complaint in writing with us at the address below. Federal law prohibits us from retaliating against you for filing such a complaint.

#### **Contact Us**

For information regarding any matter covered by this notice, please contact:

Chief Privacy Officer
AIG Property Casualty
175 Water Street, 15<sup>th</sup> Floor | New York, N.Y. 10038
Phone: 1-866-244-4786
E-mail: CIPrivacy@aig.com

#### **Effective Date**

The effective date of this notice is September 23, 2013.

The AIG Companies include: American Home Assurance Company; AIG Assurance Company; AIG Property Casualty Company; AIG Specialty Insurance Company; Commerce and Industry Insurance Company; Granite State Insurance Company; Illinois National Insurance Co.; Lexington Insurance Company; National Union Fire Insurance Company of Pittsburgh, Pa.; National Union Fire Insurance Company of Vermont; New Hampshire Insurance Company; The Insurance Company of the State of Pennsylvania; American International Life Assurance Company of New York; and American General Life Insurance Company of Delaware.

Executive Offices: 175 Water Street, 15<sup>th</sup> Floor, New York, NY 10038 (212) 458-5000 (a capital stock company, herein referred to as the Company)

#### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

#### **ENDORSEMENT #1**

This endorsement, effective 12:01 A.M. October 1, 2015 forms a part of Policy No. SRG 0009146738-A issued to Northern New England Conference of Seventh-day Adventist, Inc. by National Union Fire Insurance Company of Pittsburgh, PA.

#### **ECONOMIC SANCTIONS ENDORSEMENT**

This endorsement modifies insurance provided under the following:

The Insurer shall not be deemed to provide cover and the Insurer shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the Insurer, its parent company or its ultimate controlling entity to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union or the United States of America.

#### POLICYHOLDER NOTICE

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