

DON'T FORGET TO TAKE THIS DOCUMENT WITH YOU!

Allianz Tuition Insurance

# Individual Tuition Insurance Policy

FOR SERVICE CALL:

1-888-427-5045

(From U.S.)

FOR STUDENT LIFE ASSISTANCE CALL:

1-888-427-5045

(From U.S.)

1-804-965-8069

(Collect)

Global Assistance

**Allianz** 

*Jefferson*  
Insurance Company™

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

107-P-TX-110-2018

187131

TU\_115\_S1\_P\_TX\_V4

**JEFFERSON INSURANCE COMPANY  
(A STOCK COMPANY)**

**ABOUT THIS POLICY**

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

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

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

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

*Your policy* consists of two parts.

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

**NOTE:**

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

**OUR PROMISE TO YOU**

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

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









**Jeff Wright, President**



**Jack Zemp, Secretary**

**INDIVIDUAL TUITION PROTECTION POLICY**

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## DEFINITIONS

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

<b><i>Business day</i></b>	All days except Saturday, Sunday, or holidays recognized by the State of Texas.
<b><i>Covered reasons</i></b>	The specifically named situations or events for which <i>you</i> are covered under this <i>policy</i> .
<b><i>Covered term</i></b>	The first school term beginning closest to the Covered Term start date <i>you</i> provided as shown on <i>your</i> Declarations.
<b><i>Criminal act</i></b>	An act that is criminally unlawful.
<b><i>Doctor</i></b>	Someone who is legally authorized to practice medicine or dentistry and is licensed if required. This cannot be <i>you</i> , the <i>insured student</i> , the <i>tuition payer</i> , or a family member of any of these individuals.
<b><i>Epidemic</i></b>	A contagious disease that spreads rapidly and widely among the population in an area and which is recognized as an epidemic by the World Health Organization (WHO) or Centers for Disease Control and Prevention (CDC).
<b><i>Housing expenses</i></b>	Early termination fees associated with vacating housing and terminating utility contracts during the <i>covered term</i> . This does not include security deposits.
<b><i>Injury</i></b>	Physical bodily harm.
<b><i>Insured student</i></b>	The person who is enrolled in school during the <i>covered term</i> for whom the insurance was purchased.
<b><i>Licensed mental health professional</i></b>	Someone who is legally authorized to diagnose and treat a <i>mental health condition</i> , such as a psychiatrist or other physician, or a psychologist. This cannot be <i>you</i> , the <i>insured student</i> , the <i>tuition payer</i> , or a family member of any of these individuals.
<b><i>Mental health condition</i></b>	A mental or nervous health disorder, as recognized by the American Psychiatric Association or World Health Organization, including but not limited to Alzheimer's disease, anxiety, dementia, depression, neurosis, psychosis, or any related physical symptoms.
<b><i>Other School Expenses</i></b>	Any expenses required for enrollment or classes for the <i>covered term</i> , other than <i>tuition expenses</i> and <i>school-provided housing expenses</i> . Examples include, but are not limited to, books, supplies, instructional materials, and lab/activity fees. However, this does not include expenses for food or any insurance premiums.
<b><i>Policy</i></b>	The tuition insurance coverage purchased. The <i>policy</i> includes this policy document, any amendments and endorsements attached to it, and the Declarations.
<b><i>Pre-existing medical condition</i></b>	<p>An <i>injury</i>, illness, <i>mental health condition</i>, or other medical condition that, within the 60 days prior to the effective date of this <i>policy</i>:</p> <ol style="list-style-type: none"> <li>1. Caused a person to seek medical examination, diagnosis, care, or treatment by a <i>doctor</i>;</li> <li>2. Presented symptoms; or</li> <li>3. Required a person to take medication prescribed by a <i>doctor</i> (unless the condition or symptoms are controlled by that prescription, and the prescription has not changed).</li> </ol> <p>The <i>injury</i>, illness, <i>mental health condition</i>, or other medical condition does not need to be formally diagnosed in order to be considered a <i>pre-existing medical condition</i>.</p>

For example, a sprained knee the *insured student* has had treated in the 60 days prior to the effective date of *your policy* will be considered a *pre-existing medical condition*. If the *insured student* later has to withdraw from school because, for instance, the sprained knee now requires surgery, or because the *insured student's* recovery is taking longer than expected, or for any other reason arising out of the knee sprain, this would be considered a *pre-existing medical condition*.

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

## DESCRIPTION OF COVERAGE

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

### A. TUITION PROTECTION

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

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

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

#### Covered reasons:

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

The following conditions apply:

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

2. The *insured student* is diagnosed with a *mental health condition*.

The following conditions apply:

- a. The *insured student* must be examined by a *licensed mental health professional*; and
- b. A *licensed mental health professional* advises the *insured student* to completely withdraw from school for the *covered term*.

3. The *insured student* dies on or after *your policy's* Policy Effective Date.

4. The *tuition payer* dies on or after *your policy's* Policy Effective Date.

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

## GENERAL EXCLUSIONS

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

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

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

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

## PRE-EXISTING MEDICAL CONDITION EXCLUSION WAIVER

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

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

## WHEN YOUR COVERAGE BEGINS AND ENDS

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

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

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

*Your policy* will end on the earliest of:

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

After *your policy* ends, *your* premium is nonrefundable.

Coverage will not end solely because *you* become an elected official in Texas.

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



## CLAIMS INFORMATION

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

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

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

## GENERAL PROVISIONS AND CONDITIONS

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

### Proof of Loss

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

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

### Assignment

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

### Benefits Payable

All benefits are payable to *you* or a party *you* designate in writing. If *you* are under 18 years old, benefits are payable to *your* parent or legal guardian or a party they designate. Benefits are limited to the amount of *your* loss and are subject to the applicable limit of liability and any deductible stated in the Declarations. If *you* die, benefits will be paid to *your* estate. All dollar amounts described in this *policy* are expressed in U.S. dollars. If *you* have a loss, *you* will not be reimbursed twice for the same expense.

### Changes and Cancellation

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

### Duplicate Coverage

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

### Fraud and Misrepresentation

*You* are responsible for all statements or other representations *you* make. Any materially misleading or inaccurate information in any statements or representations *you* make may result in *us* voiding *your policy* (subject to the conditions of Texas Insurance Code 705.003(b) or 705.004(b) as applicable) or reducing benefits, or *we* may use them to defend *our* decision about a claim.

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

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

### **Medical Examinations and Autopsy**

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

### **Recovery**

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

### **Resolving Disputes**

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

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

### **Subrogation**

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

### **Time of Payment of Claims**

*You* have 91 days from the date of *your* loss to submit *your* claim to *us*, except as otherwise provided by law. Within 15 *business days* after *we* receive notice of a claim, *we* will:

1. Acknowledge receipt of the claim. If the acknowledgement is not made in writing, *we* will make a record of the date, means, and content of the acknowledgement;
2. Begin any investigation of the claim; and
3. Request all items, statements, and forms ("proof of loss") *we* reasonably believe will be required from *you* at the time. Additional requests may be made if necessary.

*We* will notify *you* in writing if *we* accept or reject the claim no later than 15 *business days* after *we* receive all proof of loss required by *us*. If *we* accept the claim, payment shall be made no later than the fifth *business day* after the date notice is made. If payment of the claim or part of the claim is conditioned on the performance of any act by *you*, *we* shall pay the claim no later than the fifth *business day* after the date the act is performed. If *we* reject the claim, *we* will tell *you* the reasons for the rejection. If *we* are unable to accept or reject the claim within 15 *business days* after *we* receive all proof of loss required, *we* will notify *you* within the 15 *business day* period and tell *you* why *we* need additional time to investigate the claim. If *we* require additional time to investigate *your* claim, *we* will notify *you* if *we* accept or reject the claim no later than 45 *business days* after *our* request for additional time to investigate the claim.

Except as otherwise provided, if *we* delay payment of a claim for more than 60 *business days* following receipt of all required proof of loss, *we* will pay the amount of the claim plus 18 percent interest per year together with reasonable attorney fees. If a lawsuit is filed, such attorney fees shall be taxed as part of the costs in the case.

**Enrollment Requirements**

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

**Waiver or Amendment**

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

## STUDENT LIFE ASSISTANCE

### PROVIDED BY AGA SERVICE COMPANY

If *you* need assistance while at school, *we* are available 24 hours a day. With *our* global reach and multi-lingual staff, *we* are here to help *you* anytime, anywhere. Throughout this document, the words “you” and “your” refer to the person or people insured under the attached insurance plan. The words “we”, “us”, and “our” refer to AGA Service Company.

#### To Reach Us:

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

888.427.5045

All other locations, call:

804.965.8069

*We* will accept collect calls, or call *you* back.

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

#### Family Travel Assistance

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

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

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

#### Getting the *Insured Student* Home after Medical Care

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

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

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

**Vehicle Return**

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

Rental cars aren't eligible for this benefit.



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Global Assistance

**Allianz** 

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TU\_115\_S1\_P\_TX\_V4  
10/19  
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**JEFFERSON INSURANCE COMPANY**  
(A Stock Company)

**ENDORSEMENT**

**EPIDEMIC COVERAGE ENDORSEMENT**

**I. DEFINITIONS**

The following definition is removed in its entirety and replaced with the following:

<b><i>Epidemic</i></b>	A contagious disease recognized or referred to as an epidemic by a representative of the World Health Organization (WHO) or an official government authority.
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**II. DEFINITIONS**

The following definition is added:

<b><i>Pandemic</i></b>	An <i>epidemic</i> that is recognized or referred to as a pandemic by a representative of the World Health Organization (WHO) or an official government authority.
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**III. DESCRIPTION OF COVERAGES**

**Tuition Protection**

*Covered reason 1* under Tuition Protection is removed in their entirety and replaced with the following:

1. The *insured student* becomes ill or *injured*, or develops a medical condition (including being diagnosed with an *epidemic* or *pandemic* disease such as COVID-19), other than a *mental health condition*.

The following conditions apply:

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

**IV. GENERAL EXCLUSIONS**

The general exclusion for “an *epidemic*” is removed in its entirety and replaced with the following:

1. An *epidemic* or *pandemic*.

**V. OTHER AMENDMENTS**

1. The general exclusion for “an *epidemic* or *pandemic*” does not apply to the *covered reason* added or revised by this endorsement under Tuition Protection.
2. Other than as expressly stated in this endorsement, coverage is excluded for all losses directly or indirectly resulting from “an *epidemic* or *pandemic*.”



There are no other changes to *your policy*.

Jefferson Insurance Company

A handwritten signature in black ink, appearing to read 'Jeff Wright', with a stylized flourish at the end.

Jeff Wright, President

## HAVE A COMPLAINT OR NEED HELP?

If you have a problem with a claim or your premium, call your insurance company or HMO first. If you can't work out the issue, the Texas Department of Insurance may be able to help.

Even if you file a complaint with the Texas Department of Insurance, you should also file a complaint or appeal through your insurance company or HMO. If you don't, you may lose your right to appeal.

### Jefferson Insurance Company

To get information or file a complaint with your insurance company or HMO:

**Call: Claims Support Manager at 804-281-6777**

**Toll-free: 1-800-497-4602**

Email: [claimappeals@allianzassistance.com](mailto:claimappeals@allianzassistance.com)

Mail: 9950 Mayland Drive, Richmond, VA 23233

### The Texas Department of Insurance

To get help with an insurance question or file a complaint with the state:

Call: 1-800-252-3439

Online: [www.tdi.texas.gov](http://www.tdi.texas.gov)

Email: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

Mail: Consumer Protection, MC: CO-CP, Texas Department of Insurance, PO Box 12030, Austin, TX 78711-2030

## ¿TIENE UNA QUEJA O NECESITA AYUDA?

Si tiene un problema con una reclamación o con su prima de seguro, llame primero a su compañía de seguros o HMO. Si no puede resolver el problema, es posible que el Departamento de Seguros de Texas (Texas Department of Insurance, por su nombre en inglés) pueda ayudar.

Aun si usted presenta una queja ante el Departamento de Seguros de Texas, también debe presentar una queja a través del proceso de quejas o de apelaciones de su compañía de seguros o HMO. Si no lo hace, podría perder su derecho para apelar.

### Jefferson Insurance Company

Para obtener información o para presentar una queja ante su compañía de seguros o HMO:

**Llame a: Gerente, Soporte de Reclamos al 804-281-6777**

**Teléfono gratuito: 1-800-497-4602**

Correo electrónico: [claimappeals@allianzassistance.com](mailto:claimappeals@allianzassistance.com)

Dirección postal: 9950 Mayland Drive, Richmond, VA 23233

### El Departamento de Seguros de Texas

Para obtener ayuda con una pregunta relacionada con los seguros o para presentar una queja ante el estado:

Llame: 1-800-252-3439

En línea: [www.tdi.texas.gov](http://www.tdi.texas.gov)

Correo electrónico: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

Dirección postal: Consumer Protection, MC: CO-CP, Texas Department of Insurance, PO Box 12030, Austin, TX 78711-2030

# IMPORTANT PRIVACY NOTICE

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

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

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

1. "Personal Data" means non-public personal information that identifies a specific identified or identifiable person ("you"). An identifiable person is one who can be identified by reference to an identifier (such as name) or other factors specific to that person. Personal Data does not include publicly available, de-identified, or aggregated data.
2. "Sensitive Data" means Personal Data about a person's race or ethnicity; political, religious, philosophical, ideological, or trade union memberships, opinions, views or activities; medical or health conditions or protected health information ("PHI") as defined in the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"); genetic or biometric data; financial account information (e.g. bank account number); government-issued ID numbers; sexuality; or social security measures or administrative or criminal proceedings and sanctions that are treated outside pending proceedings. Sensitive Data also includes information we receive from a third party who treats and notes the information as sensitive.
3. "Agent" means a third party that collects or uses Personal Data to perform tasks on our behalf, or our underwriters.
4. "We/Us/Our" means one or more of AWP USA Inc., Jefferson Insurance Company and AGA Service Company.

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

1. Notice: We collect Personal Data from you, or from your agents, representatives, suppliers and providers, or other party from whom you have authorized us to collect it on your behalf. This may include:
  - (i) Identifiers and other identifying personal information (e.g. name, contact information like address, email address, or other unique personal identifiers, signature, date of birth, insurance policy numbers, education, employment information and history);
  - (ii) billing or payment information (e.g. bank account or payment card number and billing information);
  - (iii) information about your trip, event, or enrollment (e.g. agents, suppliers, trip itinerary and plans; tuition and enrollment information);
  - (iv) information about your transactions or business with us or others (e.g. personal information you provide us for us to generate quotes or to purchase products, quote/purchase history, receipts, insurance EOBs);
  - (v) financial account information (e.g. account numbers, statements);
  - (vi) health information (e.g. health insurance information, disability information, medical treatment history, invoices);
  - (vii) information about or related to any claim you make or other use of our products (e.g. details of your loss, police reports, health/vital records, professional or employment-related information) records of interactions, communications and correspondence between you and us, including audio and electronic information);
  - (viii) information about your websites and/or mobile application (e.g. browser data, IP address, information about your interaction with a website, application, or advertisement);
  - (ix) geolocation data (e.g. for use of location-based website or mobile application customization or services);
  - (x) biometric information (e.g. fingerprinting required for insurance licenses);
  - (xi) protected class information (e.g. age, which may be used for purposes of quoting, or disability which may be used in administration of your claim)
  - (xii) government-issued identification numbers (e.g. social security number, driver's license number, passport number); or
  - (xiii) any other information provided to us by you or on your behalf.

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

We may use the Personal Data we collect from any of the above categories to:

- (i) to offer, market, sell, underwrite, or make available to you insurance or assistance products or services;

- (ii) to provide you with information or services for such products and services;
- (iii) to service and administer your insurance, assistance, or other products and services. This may include, for example: providing travel assistance or concierge services, servicing and processing your policy or claims, conducting quality or satisfaction surveys and assessments, keeping electronic or audio records of our interactions and correspondence with you and documents sent and received; and fraud prevention;
- (iv) to arrange for the provision of services you request;
- (v) to protect our legal rights or to respond to lawful requests by public authorities, including to meet national security or law enforcement requirements or as otherwise required by law; or
- (vi) for purposes to which you've otherwise consented.

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

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

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

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

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

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

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

We may use your geolocation information for generating location-specific product advertisements and offers or to provide and administer the insurance and assistance services as described above. This information may also be used for location-based website or mobile website application services, such as access to local alerts and emergency

services numbers and providers, maps, and translation services, and other similar services, or for purposes to which you otherwise consent or as described here.

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

Upon notification and consent your personal data may be used for other reasons. That notice will state the purpose for collecting and using the data, the types of non-Agent third parties to which we disclose the data, and the means we offer you to limit this.

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

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

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

3. Accountability for Onward Transfer. We may disclose your Personal Data to our Agents, but only for the limited and specified purposes described here, consistent with the consent you have provided. We will take reasonable and appropriate steps to obtain assurances from our Agents that they will effectively process and safeguard your Personal Data consistent with our obligations under this Notice. Upon discovery, we will take reasonable steps to stop and remediate any unauthorized processing inconsistent with this Notice.

Our Binding Corporate Rules related to data transfers may be viewed here: [https://www.allianz-partners.com/en\\_US/allianz-partners---binding-corporate-rules-.html](https://www.allianz-partners.com/en_US/allianz-partners---binding-corporate-rules-.html)

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

6. **Access.** If you discover the data we hold about you is inaccurate or incomplete, please contact us. We will grant you reasonable access to the Personal Data we hold about you. We will take reasonable steps to allow you to correct, amend or delete your Personal Data that is inaccurate or incomplete, or has been processed in violation of this Notice, so long as it can be done without undue burden or expense on us, without breaching any legal or professional privilege or obligation, and without violating the rights of others. Where we are subject to HIPAA, you have the right to request to receive confidential communications of your PHI, as applicable. In accordance with and as allowed by HIPAA, at your request, you may inspect, amend, and copy PHI we maintain about you and receive an accounting of certain disclosures of your PHI (e.g. health payment records).
7. **Recourse, Enforcement, Liability.** You can send complaints about how we handle your Personal Data to us at the contact information below. If the data is PHI, complaints can be made to us or to the U.S. Secretary of Health and Human Services. We will not retaliate against you for filing a complaint.

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

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

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

Email: [privacy@allianzassistance.com](mailto:privacy@allianzassistance.com)  
Phone: 1-800-284-8300  
Mail: Allianz Global Assistance  
ATTN: Chief Privacy Officer  
9950 Mayland Drive  
Richmond, VA 23233

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

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

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

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

**California Residents.** In addition to as defined above, Personal Data may also include information (other than information that is publicly available, de-identified or aggregated), that identifies, relates to, describes, is reasonably capable of being associated with, or could be reasonably linked to a particular California resident or household.

We have collected the following categories of Personal Data from consumers from the sources and for the purposes as described in this Notice in the past 12 months: identifiers, personal information, characteristics of protected classifications, commercial information, biometric information, internet or other electronic network activity information, geolocation data, audio/electronic/visual information, and professional or employment-related information. We use these categories data for purposes as described in Section 1 of this Notice. We do not sell Personal Data. We have disclosed the following categories of Personal Data for business purposes as described in this Notice to the categories of third parties identified in this Notice in the past 12 months: identifiers, personal information, characteristics of protected classifications, commercial information, biometric information, internet or other electronic network activity information, geolocation data, audio/electronic/visual information, and professional or employment-related information.

You may in some cases have certain rights under California law. However, these rights are not available in all cases, and they are subject to applicable exceptions, exemptions, and limitations as provided by law (including without limitation with respect to Personal Data collected pursuant to the Gramm-Leach-Bliley Act). Please contact the Chief Privacy Officer for more information. These rights may include the following: (1) the right to request that we disclose to you the categories and specific pieces of your Personal Data we have collected over the past 12 months; the categories of sources from which that data is collected; the business or commercial purpose for collecting or selling that data; the categories of third parties with whom we share that data; and the specific pieces of that data we have collected about you in that period; the categories of Personal Data sold about you during that period and the categories of third parties to whom that information was sold, by category of Personal Data for each category of third parties to whom the Personal Data was sold; and the categories of Personal Data we disclosed about you for a business purpose during that period; (2) the right to request that we delete Personal Data we have collected about you; (3) the right that we will not discriminate against you for exercising any of these rights, including without limitation by denying goods or services to you; charging a different price or rates for goods or services, including through the use of discounts or other benefits or imposing penalties; providing a different level or quality of goods or services to you; or suggesting that you will receive a different price or rate for, or a different level of quality of, goods or services. You can submit a request to exercise these rights by contacting the Chief Privacy Officer as described above. Upon verification of your request, we will respond to you with the information requested or confirmation of deletion, or with an explanation for why the information will not be provided or why the data will not be deleted, as applicable.

**Effective Date.** This Notice was last revised on, and is effective as of, December 1, 2020.