

# REGISTRATION PROTECTOR INSURANCE POLICY

Worry less and enjoy the journey.
Review your coverage and assistance benefits before you leave.

**EMERGENCY ASSISTANCE DURING YOUR TRIP:** 

1-888-887-4743 (Toll-free, Domestic)

1-804-281-6708 (Collect, International)

POLICY AND CLAIMS SERVICES:

www.eventregistrationprotection.com 1-888-799-2832 (Toll-free, Domestic)





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

# 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. And if *your event* arrangements change, please be sure to let *us* know so *we* can make any necessary updates to *your policy*.

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 *event* 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 coverages and conditions; and
- 2. The Declaration of Coverage ("Declarations"), which provides the particular list of coverages, benefits, and individuals 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 provide *you* 15 days to review *your plan* following the *date of delivery*. If, during this 15-day period, *you* are not completely satisfied for any reason, *you* may cancel *your plan* and receive a full refund of the *plan* price. Please note that this refund is not available if the *event* has started or a claim has been filed. After this 15-day period, the *plan* price is nonrefundable.

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

Jeff Wright, President

Jack Zemp, Secretary

INDIVIDUAL EVENT 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.

Accident	An unexpected and unintended event that causes <i>injury</i> , property damage, or both.
Cohabitant	A person <i>you</i> currently live with and have lived with for at least 12 consecutive months and who is at least 18 years old. <i>You</i> must be able to show evidence that <i>you</i> have lived together for 12 consecutive months.
Covered reasons	The specifically named situations or events for which <i>you</i> are covered under this <i>policy</i> .
Criminal act	An act that is criminally unlawful.
Date of delivery	The date <i>plan</i> materials are sent to <i>you</i> .
Doctor	Someone who is legally authorized to practice medicine or dentistry and is licensed if required. This cannot be <i>you</i> , an <i>event companion</i> , a <i>family member</i> , event companion's family member, or the sick or injured person's family member.
Epidemic	A contagious disease that spreads rapidly and widely among the population in an area and which is recognized as an epidemic by the World Health Organization (WHO) or Centers for Disease Control and Prevention (CDC).
Event	The scheduled activity, which requires a fee to attend, on a specific day(s) and time(s).
Event companion	A person who has paid the event cost and will attend the covered event with you.
Event cost	A fee, including any service, handling, and parking fees, paid to attend an <i>event</i> on a specific day and time. The <i>event cost</i> does not include promotional items and donations.
Family member	<ol> <li>Your:         <ol> <li>Spouse (by marriage, common law, domestic partnership, or civil union);</li> <li>Cohabitants (defined above);</li> <li>Parents and stepparents;</li> <li>Children, stepchildren, foster children, adopted children, or children currently in the adoption process;</li> <li>Siblings;</li> <li>Grandparents and grandchildren;</li> <li>The following in-laws: mother, father, son, daughter, brother, sister, and grandparent;</li> <li>Aunts, uncles, nieces, and nephews;</li> <li>Legal guardians and wards;</li> <li>Paid, live-in caregivers; and</li> </ol> </li> <li>Service animals (as defined by the Americans with Disabilities Act).</li> </ol>
Financial default	A complete suspension of operations due to financial circumstances whether or not a bankruptcy petition is filed.
First responder	Emergency personnel (such as a police officer, EMT, or firefighter) who are among those responsible for going immediately to the scene of an accident or emergency to provide aid and relief.
Injury	Physical bodily harm.
Mechanical breakdown	A mechanical issue which prevents the vehicle from being driven normally, including flat tires or running out of fuel, fluids, or power.
Mental health disorder	A mental or nervous health disorder, as recognized by the American Psychiatric Association, including but not limited to Alzheimer's disease, anxiety, dementia, depression, neurosis, psychosis, or any related physical symptoms.

Natural disaster	A large-scale extreme weather or environmental event that damages property, disrupts transportation or utilities, or endangers people, including without limitation: earthquake, fire, flood, hurricane, or volcanic eruption.
Plan	The <i>event</i> protection plan <i>you</i> purchased, which may include travel insurance, travel assistance services, and cancellation fee waivers.
Policy	The <i>event</i> insurance coverage purchased. The <i>policy</i> includes this policy document, any amendments and endorsements attached to it, and the Declarations.
Pre-existing medical condition	<ul> <li>An <i>injury</i>, illness, or medical condition that, within the 120 days prior to and including the purchase date of this <i>policy</i>:</li> <li>1. Caused a person to seek medical examination, diagnosis, care, or treatment by a <i>doctor</i>;</li> <li>2. Presented symptoms; or</li> <li>3. Required a person to take medication prescribed by a <i>doctor</i> (unless the condition or symptoms are controlled by that prescription, and the prescription has not changed).</li> </ul>
	The illness, <i>injury</i> , or medical condition does not need to be formally diagnosed in order to be considered a <i>pre-existing medical condition</i> .
	For example, a sprained knee <i>you</i> have had treated in the 120 days prior to and including the purchase date of <i>your policy</i> will be considered a <i>pre-existing medical condition</i> . If <i>you</i> later are unable to attend the <i>event</i> because, for instance, the sprained knee now requires surgery, or because <i>your</i> recovery is taking longer than expected, or for any other reason arising out of the knee sprain, this would be considered a <i>pre-existing medical condition</i> .
Primary residence Refund	Your permanent, fixed home address for legal and tax purposes.  Any cash, credits, recoveries, reimbursements, or vouchers you receive or are entitled to receive.
Terrorist event	An act carried out by an organized terrorist group recognized by the U.S. State Department that injures people or damages property to achieve a political, ethnic, or religious result. It does not include general civil protest, unrest, rioting, or acts of war.
Travel carrier	<ul> <li>A company licensed to commercially transport public passengers between cities for a fee by land, water, or air. It does not include:</li> <li>1. Rental vehicle companies;</li> <li>2. Private, chartered, or non-commercial transportation carriers; or</li> <li>3. Local, commuter, or other urban transit system carriers (such as commuter rail, city bus, subway, ferry, taxi, livery, ride sharing services, or other such carriers).</li> </ul>
Uninhabitable	A <i>natural disaster</i> , fire, flood, burglary, or vandalism has caused enough damage (including extended loss of power, gas, or water) to make a reasonable person find a location inaccessible or unfit for use.
Urgent home repair	An immediate repair that, unless completed, is likely to result in severe damage.
We, Us, or Our	Jefferson Insurance Company and its agents.
You or Your	The person who has paid for the <i>event</i> and purchased the insurance.
	e person who has paid for the event and parendsed the insurance.

#### **DESCRIPTION OF COVERAGES**

In this section, we will describe the types of insurance coverages which are included in your policy. We explain each type of coverage and the specific conditions that must be met for the coverage to apply.

#### A. MISSED EVENT COVERAGE

If you do not attend your event for a covered reason listed below, we will reimburse you for your non-refundable event cost and other prepaid non-refundable costs, less available refunds, up to the maximum benefit for Missed Event Coverage. Please note that this coverage only applies before the start of the event.

#### Covered reasons:

1. You become ill or injured, or develop a medical condition.

The following conditions apply:

- a. The illness, *injury*, or medical condition must be disabling enough to make a reasonable person not attend the *event*; and
- b. A *doctor* advises *you* not to attend the *event* before the *event* takes place. If that isn't possible, a *doctor* must either examine or consult with *you* within 72 hours of the *event* to confirm the decision not to attend.
- 2. A family member who is not attending the event becomes ill or injured, or develops a medical condition.

The following condition applies:

- a. The illness, *injury*, or medical condition must be considered life threatening by a *doctor*, require hospitalization, or require *you* to provide primary care to the person.
- 3. Your or a family member's death.
- 4. You are unable to attend the event due to your pregnancy.

The following condition applies:

- a. You find out you are pregnant after you have purchased the policy.
- 5. You need to attend the birth of a family member's child.
- 6. Your or an event companion's vehicle is in a traffic accident or has a mechanical breakdown within 24 hours prior to the event which results in the vehicle being unable to be driven safely to the event.
- 7. You or an event companion misses your departure on a travel carrier because of a traffic accident.

The following conditions apply:

- a. The travel carrier was scheduled to arrive no more than 48 hours prior to the event; and
- b. The *travel carrier* was unable to accommodate *you* or an *event companion* on later transportation which would arrive in time to attend the *event*.
- 8. *Your* or an *event companion's* vehicle is stolen within 48 hours of the *event* which results in *your* inability to attend the *event*.

9. You are legally required to attend a legal proceeding on the day of the event.

The following condition applies:

- a. The attendance is not in the course of *your* occupation (for example, if *you* are attending in *your* capacity as an attorney, court clerk, expert witness, law enforcement officer, or other such occupation, this would not be covered).
- 10. Your or an event companion's primary residence is uninhabitable.
- 11. You are required to be present for an unforeseeable urgent home repair.

The following condition applies:

- a. The *urgent home repair* is scheduled to take place within 12 hours of the *event*.
- 12. You or an event companion not arriving at the venue due to a delay or cancellation by the travel carrier used for transportation.

The following conditions apply:

- a. The travel carrier was scheduled to arrive no more than 48 hours prior to the event;
- b. The *travel carrier* was unable to accommodate *you* or an *event companion* on later transportation which would arrive in time to attend the *event*; and
- c. The delay or cancellation was not due to *financial default* of the *travel carrier*.
- 13. Your or an event companion's primary residence is permanently relocated by at least 100 miles due to a transfer by your or an event companion's current employer. This coverage includes relocation due to transfer by your spouse's current employer.
- 14. You or an event companion is terminated or laid off by a current employer after your policy's purchase date.

The following conditions apply:

- a. The termination or layoff is not your or your event companion's fault;
- b. The employment must have been permanent (not temporary or contract); and
- c. The employment must have been for at least 12 consecutive months.
- 15. You, an event companion, or a family member serving in the U.S. Armed Forces, including reserves, is reassigned or has personal leave status changed, except because of war, the War Powers Act, or disciplinary reasons.
- 16. You, an event companion, or a family member is called as a first responder to provide aid or relief.

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

#### **GENERAL EXCLUSIONS**

This section describes the general exclusions applicable to all coverages 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 if they affect *you*, an *event companion*, or a *family member*:

- 1. Any loss, condition, or event that was known, foreseeable, intended, or expected when *your policy* was purchased;
- 2. Pre-Existing medical conditions, except as waived under the Pre-Existing Medical Condition Exclusion Waiver;
- 3. You or your event companion:
  - a. Make changes to personal plans; or
  - b. Have a business or contractual obligation;
- 4. Your intentional self-harm or if you attempt or commit suicide;
- 5. Normal pregnancy or childbirth, except as expressly covered under Missed Event Coverage;
- 6. Fertility treatments or elective abortion;
- 7. A mental health disorder;
- 8. The use or abuse of alcohol or drugs, or any related physical symptoms. This does not apply to drugs prescribed by a *doctor* and used as prescribed;
- 9. Acts committed with the intent to cause loss;
- 10. A *criminal act* resulting in a conviction, except when *you*, an *event companion*, or a *family member* is the victim of such act;
- 11. An epidemic;
- 12. Natural disaster, except as expressly covered under Missed Event Coverage;
- 13. Air, water, or other pollution, or the threat of a pollutant release, including thermal, biological, and chemical pollution or contamination;
- 14. Nuclear reaction, radiation, or radioactive contamination;
- 15. War (declared or undeclared) or acts of war;
- 16. Civil disorder or unrest;
- 17. Terrorist events:
- 18. Acts, travel alerts/bulletins, or prohibitions by any government or public authority;
- 19. The event being cancelled or delayed by the venue or promoter for any reason; or
- 20. Lost or stolen tickets.

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

This Pre-Existing Medical Condition Exclusion Waiver describes the circumstances in which a *pre-existing medical condition* MAY be covered under this *policy* and NOT excluded from coverage.

Because your policy includes this waiver, you can still be covered for losses due to a pre-existing medical condition if you meet the following requirements:

- a. Your policy was purchased within 14 days of the event purchase; and
- b. You were medically able to attend the event when the policy was purchased.

# WHEN YOUR COVERAGE BEGINS AND ENDS

You are only eligible for coverage if we accept your request for insurance. Your policy's Coverage Effective Date and Coverage End Date are indicated on your Declarations. The policy is effective the day both the order and full premium are received. The order and full premium must be received on or before the start of your event.

In order to be eligible for coverage, losses must occur while your policy is in effect.

Your policy will end on the earliest of:

- 1. The Coverage End Date listed in your Declarations;
- 2. The day you cancel your policy;
- 3. The day you cancel or interrupt and do not return to your event; or
- 4. If the *event* is rescheduled by the venue or promoter, the completion of the entire *event*.

Please note that this *policy* covers the specific *event* for which it was purchased. It cannot be renewed.

# **CLAIMS INFORMATION**

We want this process to be as simple as possible. 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 File Your Claim Online:

- Go to www.eventregistrationprotection.com and click on File a Claim.
- Provide *policy* details.
- Determine which forms and documentation are required.
- File your claim and track your claim status.

### Or, To File Your Claim by Contacting Us by Phone or Email

Email: claimsinquiry@allianzassistance.com

• Toll-Free: 800.334.7525

#### **GENERAL PROVISIONS AND CONDITIONS**

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

#### **Proof of Loss**

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

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

#### **Assignment**

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

#### **Benefits Payable**

All benefits are payable to the first named insured on *your* Declarations 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 stated in the Declarations. If *you* die, benefits will be paid to *your* estate unless *you* have designated one or more beneficiaries. If *you* have named one or more beneficiaries, benefits will be paid to each named beneficiary in equal shares (unless *you* have designated otherwise). Except as described here, there are no other beneficiaries of any of the benefits under this *policy*. All dollar amounts described in this *policy* are expressed in U.S. dollars. If *you* have a loss, *you* will not be reimbursed twice for the same expense. For example, *you* cannot be reimbursed for the same expense under both Missed Event Coverage and Delay Coverage.

#### **Changes and Cancellation**

You may request changes to the *policy* by notifying *us. You* may request to change the Coverage End Date at any time prior to *your* Coverage End Date. All other changes to *your policy* must be requested prior to *your* original *event* date. 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. If the *plan* is canceled within 15 days following the *date of delivery*, *we* will provide a full refund of the *plan* price. Please note that this refund is not available if either the *event* has started or a claim has been filed. After this 15-day period, the *plan* price is nonrefundable.

#### **Duplicate Coverage**

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

#### **Fraud and Misrepresentation**

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

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

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

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

We have the right to have you medically examined as reasonably necessary to make a decision about your medical 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.

Upon settlement of a claim that includes tickets or passes, we have the right to take ownership of the applicable unused ticket(s) or pass(es). If requested, you agree to surrender and take any necessary actions to transfer the ticket(s) or pass(es) to us.

#### **Resolving Disputes**

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

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

#### **Subrogation**

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

#### **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.

#### **COMPETITION CARE SERVICES**

If you need assistance before, during, or after your event, we are available 24 hours a day. With our global reach and multi-lingual staff, we are here to help you anytime, anywhere.

#### To Reach Us:

In the United States, Canada, Puerto Rico and U.S. Virgin Islands: 800.654.1908

All other locations, call: 804.281.5700

We will accept collect calls, or call you back.

The following are examples of assistance services we provide. As these are not financial benefits, payment of any costs associated with these services is *your* responsibility.

#### **Restaurant Locator**

We can help locate a local restaurant based on your race day needs and assist with making reservations.

#### **Hotel Locator and Reservation Assistance**

If you need assistance finding a hotel near your event, we can help with locating nearby options and making reservations as requested.

#### **Equipment Locator**

If your baggage or equipment is misplaced by a common carrier, we can work with the carrier to locate your baggage, give you status updates, inform you when the baggage is found and coordinate delivery of the baggage to you. You will be responsible for any delivery charges not paid for by the common carrier. We can also assist with locating nearby vendors that carry necessary items such as energy gels, sports drinks, and performance gear you may need for your event.

#### **Destination Information**

We can provide information on your destination to enhance your event travels.

#### **Bicycle Repair Shop Locator**

We can assist with finding and connecting you to local bicycle repair shops.

#### **Shipment Assistance**

If you need help transporting your bicycle or other sporting equipment to your event, we can assist with coordinating shipment or by providing information on shipping sports equipment with your carrier if traveling by air.

#### **Race Day Information**

We can help provide information regarding your event. Examples include start/finish locations, parking location, start times, etc.

#### Finding a *Doctor* or Medical Facility

If you need care from a doctor or medical facility while you are traveling, we can help you find one.

#### **Replacing Lost Travel Tickets**

If *your* tickets are lost or stolen, *we* can contact the airline or other common carrier, and can help *you* with *your* travel arrangements if *your* trip is interrupted.

#### **Replacing Lost Passports and Other Travel Documents**

If *your* passport or other travel documents are lost or stolen, *we* can help *you* reach the appropriate authorities, contact *your* family or friends, and assist *you* in getting *your* documents replaced.

The above are examples of assistance services *we* provide. As these are not financial benefits, payment of any costs associated with these services is *your* responsibility.

# We're only a click away!

Visit www.eventregistrationprotection.com:

- To file a claim
- To check claim status
- To modify a policy



# JEFFERSON INSURANCE COMPANY (A Stock Company)

#### **NORTH CAROLINA STATE AMENDMENT**

Your policy is changed as follows:

1. **GENERAL PROVISIONS AND CONDITIONS,** Number 1 of the Proof of Loss provision is amended as follows:

Notify *us* of *your* claim within 180 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. **GENERAL PROVISIONS AND CONDITIONS, Subrogation provision is amended by adding the following:** 

This provision does not apply to the Emergency Medical/Dental Coverage and Travel Accident Coverage.

There are no other changes to your policy.

**Jefferson Insurance Company** 

Jeff Wright, President

#### 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. <u>Notice</u>: We collect Personal Data from you, or from your agents, representatives, suppliers and providers, or other party from whom you have authorized us to collect it on your behalf. This may include:
  - (i)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: <a href="https://www.allianz-partners.com/en">https://www.allianz-partners.com/en</a> 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. <u>Data Integrity</u>. We will only collect Personal Data to the extent it is relevant to the purposes for which it was collected. We will not process Personal Data in a way that is incompatible with the purposes for which it has been collected or as you later authorize. To help maintain the integrity of your data, we will take reasonable steps to ensure that Personal Data is reliable for its intended use, relevant, accurate, complete, and current. We will adhere to these principles for as long as we retain this data. We retain Personal Data according to our data retention policy.

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

**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

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 <a href="mailto:customerservice@allianzassistance.com">customerservice@allianzassistance.com</a>. Please include your name, policy number, and a note that says "Only contact me by mail" (or something similar). You can also let us know by phone at 800-284-8300 or by mail to:

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

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

**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.

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