

PHILADELPHIA INSURANCE COMPANIES ~ PHILADELPHIA INDEMNITY INSURANCE COMPANY ~
BLANKET ACCIDENT INSURANCE POLICY #PHPA168345-000 ~ EFFECTIVE 3/1/2026 TO 3/1/2027
PARKINSON ASSOCIATION OF NORTHERN CALIFORNIA



Presented on: February 25, 2026

Presented by: Linda Mickey, Account Manager ~ Select Business Unit



INTERWEST
INSURANCE SERVICES, LLC



Address
1357 East Lassen Ave
Chico, CA 95973



Toll-Free Phone
(800) 873-3725



Website
www.iwins.com

DISCLAIMERS AND DISCLOSURES

DISCLAIMER

Disclaimer: Coverage summaries provided herein are intended as an outline of coverages only. In the event of a loss, all terms, conditions and exclusions of the actual policy apply. This document may contain content generated or assisted by Artificial Intelligence (AI). Please note that while accuracy and quality are prioritized, AI-generated content may contain inaccuracies.

COMPENSATION DISCLOSURE

InterWest Insurance Services, LLC, does business with multiple competing insurance companies, enabling us to offer a variety of coverage choices and customize a plan to satisfy your specialized needs. This proposal is an outline of the coverages offered by our insurers based on the information provided by your company. It does not include all terms, coverages, exclusions, limitations or conditions of the actual contract language. To fully understand the details of the coverages, terms and conditions, you need to review the policy contracts. At your request, the policy forms will be made available.

The information contained in this proposal is based on the historical loss experience and exposures provided by you to InterWest and is not an actuarial study.

For the services we provide to our clients, InterWest receives usual and customary commissions or fees, and occasionally fees in addition to commissions, from the insurance carriers providing the coverages. This commission percentage is set by the insuring company, not by us, and is included as part of the insurance premium you pay. We charge you nothing for the placement of your policies, as we are compensated for this service in the commission previously described.

However, we may charge fees for other professional services that you ask us to perform.

In addition to such fees and commissions, InterWest may also receive investment income on fiduciary funds temporarily held in our accounts, such as premiums or return premiums.

In placing, renewing, consulting on or servicing retail insurance policies, InterWest may participate in contingent commission agreements with select insurers that provide for additional compensation if underwriting, profitability, volume or retention goals are achieved over multiple years. It is usually impossible to know at the time of placement whether that policy will contribute to, or detract from, our potential eligibility for future additional compensation from the insurer.

If you have questions regarding the compensation received by InterWest or our affiliates in relation to insurance placement, please contact your InterWest representative.

1/06

INTERWEST SERVICE TEAM

COVERAGE AND POLICY SERVICES

Select Business Unit,

Linda Mickey, Account Manager

Direct Line: (530) 897-3193

Email: lmickey@iwins.com

RISK MANAGEMENT/CLAIMS

Risk Management Services:

P&C Policies Only,

Direct Line:

Email:

Property/Casualty Claims:

Rebecca Bell, PRC, COEE, Claims and Risk Management Analyst

Direct Line: (530) 897-3184

Email: rbell@iwins.com

Workers Compensation Claims:

P&C Policies Only,

ADDITIONAL SERVICES

Surety Bonds:

Sara Walliser, CISR

Direct Line: (530) 897-3197

Email: swalliser@iwins.com

Personal Lines:

Sandy Sunderman, CISR, Senior Manager

Direct Line: (530) 897-3152

Email: ssunderman@iwins.com

Employee Benefits:

Taryn Bacon, Employee Benefits Broker

Direct Line: (916) 609-8463

Email: tbacon@iwins.com

Alternative Markets

Jeff Keena, AIC, CIC, Director of Alternative Markets

Direct Line: (916) 609-8326

Email: jkeena@iwins.com

Let our experience guide you.



Philadelphia Indemnity Insurance Company

Administrative Office
One Bala Plaza, Suite 100, Bala Cynwyd, PA 19004
Tel: 800-873-4552

APPLICATION FOR BLANKET ACCIDENT INSURANCE Accidental Death and Accident Medical Benefits

Part I Proposed Policyholder

Full Legal Name of Proposed Policyholder Parkinson Associaton of Northern California

Address 1024 Iron Point Rd Folsom, CA 95630-8013

Proposed Policyholder is not-for-profit

please describe type of entity who will own policy

Requested Effective Date 3/1/2026

Expiration Date 3/1/2027

Who will be insured? All participants and authorized volunteers of the Policyholder

describe all members or participants of the Policyholder who will be insured

Part II Plan

a. Plan of Benefits

Accident Medical Expense Benefits

Maximum Benefit **\$100,000**

Deductible Amount **\$250**

Accidental Death

\$50,000

Accidental Dismemberment

up to \$50,000

Accidental Paralysis

\$50,000

Scope of Coverage: **Full Excess**

b. Premium Calculation

Total Premium **\$554.00**

Part III Acknowledgements and Signatures

- a. **Fraud Warning** If a false statement in the application is made with actual intent to deceive, or if the false statement materially affects either Our acceptance of the risk or the hazard We assume, the falsity of the statement in the application will bar recovery under the Policy.
- b. **Coordination of Benefits.** I understand that the Policy provides Full Excess benefits. I understand that my benefits will be paid after I satisfy any deductible and only when they are in excess of amounts paid by any other Health Care Plan. Philadelphia Indemnity Insurance Company will pay benefits without regard to any coordination of benefits provision in any other Health Care Plan.
- c. Applicant's Acknowledgement I, the applicant, declare, to the best of my knowledge and belief, that all statements and answers in this application are true and complete. I understand and agree that (a) this application will form part of any policy issued, (b) no information given to or acquired by any representative of Philadelphia Indemnity Insurance Company will bind it, unless it is in writing on this application, (c) no waiver or modification will bind the Company unless it is in writing and is signed by an executive officer of Philadelphia Indemnity Insurance Company, and (d) only those persons eligible under the terms of an issued policy will be insured.

Dated at _____ on the _____ day of _____, 20 _____

Signed for the Proposed Policyholder

Signed by Licensed Agent

Title _____ Agent License Number _____



PHILADELPHIA
INSURANCE COMPANIES

A Member of the Tokio Marine Group

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ENDORSEMENT TO APPLICATION FOR BLANKET ACCIDENT INSURANCE

This endorsement is attached to and made part of the Application for Blanket Accident Insurance. It is subject to all of the provisions of the Application for Blanket Accident Insurance that do not conflict with its provisions.

The Fraud Warning in Section III, subparagraph a. is deleted in its entirety and replaced with the following:

For your protection California law requires the following to appear on this form: Any person who knowingly presents false or fraudulent information to obtain or amend insurance coverage or to make a claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.

All other terms, conditions and limitations of the Application for Blanket Accident Insurance apply to this Endorsement.

In the event of a conflict between the terms, conditions and limitations of this Endorsement and the Application for Blanket Accident Insurance, this Endorsement will control.

This Endorsement is made part of the Application for Blanket Accident Insurance to which it is attached.

IN WITNESS WHEREOF, we have caused this Endorsement to Application for Blanket Accident Insurance to be executed and attested, and, if required by state law, this Endorsement to Application for Blanket Accident Insurance shall not be valid unless signed by our authorized representative.

President & CEO
Philadelphia Indemnity Insurance Company

Secretary
Philadelphia Indemnity Insurance Company



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POLICYHOLDER: Parkinson Association of Northern California
GROUP POLICY NUMBER: PHPA168345-000
POLICY EFFECTIVE DATE: 3/1/2026
POLICY ISSUE DATE: 2/25/2026
POLICY TERM 3/1/2026 to 3/1/2027
STATE OF ISSUE: California

Philadelphia Indemnity Insurance Company, herein called the Company or We, Us or Our, in consideration of the Application for this Policy and the timely payment of Premiums, agrees, subject to the terms and conditions of the Policy, to insure the Policyholder's eligible members.

This Policy describes the terms and conditions of insurance. It goes into effect, subject to its applicable terms and conditions, at 12:01 AM on the Policy Effective Date shown above, at the Policyholder's address. It will remain in effect for the duration of the Policy Term shown above if premium is paid according to agreed terms.

This Policy terminates at 12:01 AM on the last day of the Policy Term unless the Policyholder and We have agreed to continue this Policy for an additional Policy Term. The laws of the State of Issue shown above govern this Policy.

We and the Policyholder agree to all of the terms of this Policy.

IN WITNESS WHEREOF Philadelphia Indemnity Insurance Company has caused this Policy to be executed on its Issue Date, to take effect on the Effective Date.

President & CEO
Philadelphia Indemnity Insurance Company

Secretary
Philadelphia Indemnity Insurance Company

• **BLANKET ACCIDENT POLICY** •
• **NON-PARTICIPATING** •
(Sports)

**THIS POLICY PAYS BENEFITS FOR SPECIFIC LOSSES FROM ACCIDENTS ONLY. IT
DOES NOT PAY BENEFITS FOR SICKNESS.**

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SCHEDULE OF BENEFITS

This Policy is intended to be read in its entirety. In order to understand all the conditions, exclusions and limitations applicable to its benefits, please read all the policy provisions carefully.

Eligible Persons: All participants and authorized volunteers of the Policyholder

Covered activities: While performing actions incident to a volunteer activity or operation sponsored or supervised by the Policyholder. While participating in monthly support group meetings, annual education conference, Parkinson's walk and Sailing4Parkinsons gala, sponsored and/or supervised by, or on the premises of, the policyholder, including travel to and from the activity

ACCIDENT INDEMNITY BENEFITS

ACCIDENTAL DEATH AND DISMEMBERMENT BENEFITS

Each of the following Covered Losses may be included or deleted at the option of the Policyholder. Benefit amounts are variable and may be expressed as a percentage of the Principal Sum or as a dollar amount.

Principal Sum	\$50,000
Loss must occur within	365 days of the Covered Accident

Schedule of Covered Losses

Covered Loss	Benefit
Loss of Life	100% of the Principal Sum
Loss of Two or More Hands or Feet	100% of the Principal Sum
Loss of Sight of Both Eyes	100% of the Principal Sum
Loss of One Hand or Foot and Sight in One Eye	100% of the Principal Sum
Quadriplegia	100% of the Principal Sum
Paraplegia	100% of the Principal Sum
Hemiplegia	100% of the Principal Sum
Loss of One Hand or Foot	50% of the Principal Sum
Loss of Sight in One Eye	50% of the Principal Sum
Loss of Speech	50% of the Principal Sum
Loss of Hearing in Both Ears	50% of the Principal Sum
Loss of Thumb and Index Finger of the Same Hand	25% of the Principal Sum

Aggregate Limit of Indemnity	\$1,000,000
Applies to:	All Conditions of Coverage

Not more than the Aggregate Limit of Indemnity specified above will be paid for all Covered Losses suffered by all Covered Persons insured under this Accidental Death and Dismemberment Benefit as the result of any one Covered Accident that occurs during a Covered Activity as specified above. If this amount does not allow all Covered Persons to be paid the amounts this Policy otherwise provides, the amount paid will be the proportion of the Covered Person's loss to the total of all losses, multiplied by the Aggregate Limit of Indemnity.

ACCIDENT MEDICAL EXPENSE BENEFITS

Any benefit limits and Benefit Percentages for Accident Medical Expense Benefits apply, unless otherwise specified, on a per-Covered Person per-Covered Accident basis. Any applicable Deductibles must be satisfied within the time periods specified before benefits are payable.

Scope of Coverage Applicable to Accident Medical Benefits

Full Excess Medical Expense

Other Health Plan
Reduction

50%

Medical Expense Benefits

Total Maximum for all
Accident Medical Expense Benefits

\$100,000

First Covered Expenses must
be Incurred within

180 days after a Covered Accident

Benefit Period

1 year from the date of the Covered Accident

Deductible
applies to
does not

\$250
each Covered Accident
include Covered Expenses paid under another
Health Care Plan

Covered Expenses

In-Patient Hospital Services

Daily ICU or CCU Benefit

100%

Daily In-Hospital Benefit

100% of the average Semi-private
room rate

Miscellaneous Services

100% per Hospital Stay

Ambulatory Medical Center

100%

Emergency Room Treatment

100%

Physician Services

Surgery Benefit

100%

Assistant Surgeon

100%

Physician's Surgical Facilities

100%

Second Opinion or Consultation

100%

Physician's Assistant

100%

Anesthesia Benefit

100%

Inpatient Visits

100%

Office Visits

100% per visit

Outpatient X-ray, CT Scan, MRI and Laboratory Tests

100%

Outpatient Physiotherapy	100%
Nursing Services	100%
Ambulance Services	100%
Medical Equipment Rental	100%
Medical Services and Supplies	100%
Dental Services	100%
Prescription Drug Benefit	
Benefit per prescription	100%

RATE TABLE Rates are variable by risk quoted. Rates may be daily, weekly, monthly, quarterly, semi-annually or annually. Rates may be paid: on the effective date, within 30 days from the effective date, monthly, quarterly, semi-annually or annually.

Premium Rates	\$554
Minimum Premium	\$300
Contributions	The cost of this insurance is paid by the Policyholder. Minimum and deposit premiums are fully earned and non-refundable.
Mode of Premium Payment	Fixed Annual
Premium Due Date[s]	Policy Effective Date

GENERAL DEFINITIONS

Please note that certain words used in this Policy have specific meanings. The words defined below and capitalized within the text of this Policy have the meanings set forth below.

Beneficiary means in the case of death of the Covered Person, a person named by the Covered Person to receive benefits provided by this Policy.

Benefit Percentage means the percentage of Covered Expenses We pay that are Incurred by the Covered Person after he satisfies any applicable Deductible. Benefit Percentages are shown in the *Schedule of Benefits*.

Certificate means the evidence of the Covered Person's coverage under this Policy. Coverage is subject to the Policy provisions. The Certificate is not the Policy.

Company or We, Us, Our, means Philadelphia Indemnity Insurance Company, domiciled in Pennsylvania.

Covered Accident means an Accident that: occurs while a Covered Person is participating in the activities or operations of the sports team or camp Policyholder; and results in a Covered Loss or Injury covered by the Policy for which benefits are payable.

Covered Activity means any activity or operation sponsored or supervised by, or on the premises of, the Policyholder, as is listed in the *Schedule of Benefits* and insured under the Policy. The Covered Person must be in or on the buildings or premises of the sports team or camp, or being transported between their homes and the sports team or camp, or at any other place as incident to sports team or camp, or at any other place as an incident to sports team— or camp-sponsored activities or being transported to, from, or between those places.

Covered Expenses means the lesser of the usual and customary charge and the maximum benefit shown, for services or supplies listed, in the *Schedule of Benefits* and described in the *Accident Medical Expense Benefits* section of this Policy. Covered Expenses must be Incurred by a Covered Person for treatment for injuries sustained in a Covered Accident.

Covered Injury means any bodily harm that is the proximate result of a Covered Accident.

Covered Loss means: accidental death; dismemberment; or other Injury covered under the Policy.

Covered Person means an Eligible Person, as defined in the *Schedule of Benefits*, for whom an enrollment form has been accepted by Us and required premium has been paid when due and for whom coverage under this Policy remains in force.

Deductible means the amount of Covered Expenses that each Covered Person must incur before benefits are paid under this Policy.

Domestic Partner means person who is part of a domestic partnership registered with the California Secretary of State or an equivalent status in a state other than California.

He, Him or His means an individual, male or female.

Health Care Plan means any arrangement, whether individually purchased or incidental to employment or membership in an association or other group, which provides benefits or services for: health care; dental care; or repatriation of remains. A Health Care Plan includes group, blanket, franchise, family or individual:

1. insurance policies;
2. subscriber contracts;

3. uninsured agreements or arrangements;
4. coverage provided through: Health Maintenance Organizations; Preferred Provider Organizations; State or Federal Exchanges; Insurance Cooperatives and other prepayment; group practice and individual practice plans;
5. medical benefits provided under automobile “fault” and no-fault” – type contracts;
6. medical benefits provided by any governmental plan or coverage or other benefit law, except:
 - a. a state-sponsored Medicaid plan; or
 - b. a plan or law providing benefits only in excess of any private or non-governmental plan;
7. other valid and collectible medical or health care benefits or services.

Hospital means an institution that meets all of the following:

1. it is licensed as a Hospital pursuant to applicable law;
2. it is primarily and continuously engaged in providing medical care and treatment to sick and injured persons;
3. it is managed under the supervision of a staff of medical doctors;
4. it provides 24-hour nursing services by or under the supervision of a graduate registered nurse (R.N.);
5. it has medical, diagnostic and treatment facilities, with major surgical facilities on its premises, or available on a prearranged basis;
6. it charges for its services.

The term Hospital does not include a clinic facility or unit of a Hospital for:

1. rehabilitation; convalescent; custodial; or educational or nursing care;
2. the aged, drug addicts or alcoholics; or
3. a Veteran’s Administration Hospital or Federal Government Hospitals unless the Covered Person incurs an expense.

Hospital Stay means a confinement in a Hospital, ordered by a Physician, over one or more nights when room and board and general nursing care are provided at a per diem charge made by the Hospital. The Hospital Stay must be the proximate result of a Covered Injury sustained in a Covered Accident. Separate Hospital Stays due to the same Covered Accident will be treated as one Hospital Stay unless: (a) separated by at least 90 days; or (b) a Covered Person returns to Active Service for 30 or more days between Hospital Stays.

Incurred or Incurs means an obligation to pay for a Covered Expense for treatment, service or purchase of supplies, deemed to be the date it is provided to the Covered Person.

In-Patient means a Covered Person who is confined for at least one full day’s Hospital room and board. The requirement that a person be charged for room and board does not apply to confinement in a Veteran’s Administration Hospital or Federal Government Hospital. In such case, the term “Inpatient” shall mean a Covered Person who is required to be confined for a period of at least a full day as determined by the Hospital.

Maximum Benefit means the most we will pay for each Benefit stated in the Schedule of Benefits.

Nurse means a licensed registered nurse (R.N.) or a licensed practical nurse (L.P.N.) who is not:

1. the Covered Person;
2. a parent, sibling, spouse or child of the Covered Person or the Covered Person’s spouse;
3. a person living in the Covered Person’s household; or
4. a person employed or retained by the Policyholder.

Out-Patient means a Covered Person who receives treatment, services and supplies while not an Inpatient in a Hospital.

Physician means a licensed health care provider practicing within the scope of his license and rendering care and treatment to a Covered Person that is appropriate for the condition and locality and who is not:

1. employed or retained by the Policyholder; or
2. living in the Covered Person's household; or
3. a parent, sibling, spouse or child of the Covered Person.

Policy means a legal contract between the Policyholder and Us which describes the terms and conditions of insurance subject to its provisions, limitations and exclusions.

Policyholder means the company or organization that elects to provide this Policy to their employees, members or participants.

Policy Effective Date means the date this Policy takes effect as shown on the face page.

Schedule of Benefits means the outline of the: Coverages and Benefits provided by this Policy.

Usual and Customary Charge means the charge, in the absence of insurance, made by the provider of any treatment, but not more than the charge in the state and county:

1. for a like service by a provider with similar training or experience; or
2. for a supply that is identical or substantially equivalent.

ELIGIBILITY, EFFECTIVE DATE AND TERMINATION PROVISIONS

Policy Effective Date

We agree to provide Blanket Accident Insurance Benefits described in this Policy in consideration of the Policyholder's application and payment of the initial premium when due. Insurance coverage begins on the Policy Effective Date shown on this Policy's first page .

Eligibility

An individual becomes eligible for insurance under this Policy on the date he meets all of the requirements of one of the Covered Classes and completes any Eligibility Waiting Period, as shown in the *Schedule of Benefits*. An Eligible Person may be insured under only one Covered Class, even though he may be eligible under more than one Covered Class.

Effective Date for Individuals

Insurance becomes effective for an Eligible Person on the latest of the following dates:

1. the effective date of this Policy;
2. the date the individual becomes eligible.

Effective Date of Changes

Any increase or decrease in the amount of insurance for the Covered Person resulting from a change in benefits provided by this Policy or a change in the Covered Person's Covered Class will take effect on the date of such change. Increases will take effect subject to any Active Service requirement.

Termination of Insurance

The insurance on a Covered Person will end on the earliest date below:

1. the date the person is no longer in an Eligible Class;
2. the end of the last period for which premium is paid;
3. the date this Policy terminates.

Termination will not affect a claim for a Covered Loss resulting from a Covered Accident that occurs before the termination date. However, in no instance will benefits extend beyond the earlier of:

1. the end of the Benefit Period; and
2. the date benefits equal to any applicable Benefit Limit or Maximum, as shown in the *Schedule of Benefits*, have been paid;
3. the date benefits paid equal any applicable Policy Aggregate Maximum, as shown in the *Schedule of Benefits*.

GENERAL PROVISIONS

Entire Contract; Changes

This Policy and the application of the Policyholder constitute the entire contract between the parties and any statement made by the Policyholder shall, in the absence of fraud, be deemed a representation and not a warranty. No statement made by any Covered Person whose eligibility has been accepted by Us shall (avoid the insurance or reduce the benefits under this Policy or) be used in defense to a claim hereunder.

Misstatement of Fact

If a Covered Person has misstated any fact, all amounts payable under this Policy will be such as the premium paid would have purchased had such fact been correctly stated.

Assignment

The rights and benefits under this Policy may not be assigned and any attempt to assign will be void.

Time Limit on Certain Defenses

After this Policy has been in force for a period of two years, no statements of the Policyholder contained in the application shall be used to deny a claim or in contesting the validity of the insurance with respect to which such statement was made after the insurance has been in force prior to the contest for a period of two years during the lifetime of the person with respect to whom any such statement was made.

No claim for loss incurred commencing after two years from the effective date of the insurance coverage with respect to which the claim is made shall be reduced or denied on the ground that a disease or physical conditions, not excluded from coverage by name of specific description effective on the date of loss, had existed prior to the effective date of the coverage with respect to which the claim is made.

Reporting Requirements

The Policyholder or its authorized agent must report all of the following to Us by the premium due date:

1. the number of persons insured on the Policy Effective Date;
2. the number of persons who are insured after the Policy Effective Date;
3. the number of persons whose insurance has terminated;
4. any additional information required by Us.

Clerical Error

A Covered Person's insurance will not be affected by error or delay in keeping records of insurance under this Policy. If such error or delay is found, We will adjust the premium fairly.

Conformity with Statutes

Any provision of this Policy which, on its effective date, is in conflict with the statutes of the state in which this Policy was delivered or issued for delivery is hereby amended to conform to the minimum requirements of such statute.

Compensation Insurance

This Policy is not in place of and does not affect any requirements for coverage under any Workers' Compensation law.

Trade or Economic Sanctions Limitation

This Policy does not apply to the extent that trade or economic sanctions or regulations prohibit Us from providing insurance, including, but not limited to, the payment of claims.

CLAIM PROVISIONS

Notice of Claim

Written or authorized electronic/telephonic notice of claim must be given to Us within 20 days after the occurrence or commencement of any loss covered by the Policy or as soon thereafter as reasonably possible. Notice by or on behalf of the Covered Person given: to Us at Our Administrative Office, One Bala Plaza, Suite 100, Bala Cynwyd, PA 19004; to such other place as We may designate for the purpose; or to Our authorized agent with information sufficient to identify the injured Covered Person, shall be deemed notice to Us.

Claim Forms

We, upon receipt of a written notice of claim, will furnish to the claimant such forms as are usually furnished by Us for filing proofs of loss. If such forms are not furnished within 15 days after giving of such notice, the claimant shall be deemed to have complied with the requirements of this Policy as to proof of loss upon submitting, within the time fixed in the Policy for filing proofs of loss, written proof covering the occurrence, the character and the extent of the loss for which claim is made.

Proof of Loss

Written proof of loss must be furnished to Us, in case of claim for loss for which this Policy provides any periodic payment contingent upon continuing loss, within 90 days after the termination of the period for which We are liable, and in case of claim for any other loss, within 90 days after the date of such loss. Failure to furnish such proof within the time required shall not invalidate nor reduce any claim if it was not reasonably possible to give proof within such time, provided such proof is furnished as soon as reasonably possible and in no event, except in the absence of legal capacity of the employee, later than one year from the time proof is otherwise required.

Time of Payment of Claims

Indemnities payable under this Policy for any loss other than loss for which this Policy provided periodic payments will be paid as they accrue immediately upon receipt of due written proof of such loss. Subject to due written proof of loss, all accrued indemnity for loss for which this Policy provides periodic payment will be paid monthly and any balance remaining unpaid upon the termination of the period of liability will be paid immediately upon receipt of due written proof.

Payment of Claims

Indemnity for loss of life will be payable in accordance with the beneficiary designation and the provisions respecting such payment which may be prescribed herein and effective at the time of payment. If no such designation or provision is then effective, such indemnity shall be payable to the estate of the Covered Person. Any other accrued indemnities unpaid at the Covered Person's death may, at Our option, be paid either to such beneficiary or to such estate. All other indemnities will be payable to the Covered Person. If any indemnity of this Policy shall be payable to the estate of the Covered Person, or to a Covered Person or beneficiary who is a minor or otherwise not competent to give a valid release, We may pay such indemnity up to an amount not exceeding \$1,000 to any relative by blood or connection by marriage of the Covered Person or beneficiary who is deemed by Us to be equitably entitled thereto. Any payment made by Us in good faith pursuant to this provision shall fully discharge Us to the extent of such payment. Subject to any written direction of the Covered Person in an application or otherwise all or a portion of any indemnities provided by this Policy on account of hospital, nursing, medical or surgical service may, at Our option, and unless the Covered Person requests otherwise in writing not later than the time for filing proof of such loss, be paid directly to the hospital or person rendering such services, but it is not required that the service be rendered by a particular hospital or person.

Beneficiary

The beneficiary is the person or persons the Covered Person names or changes on a form executed by him. This form may be in writing or by any electronic means agreed upon between Us and the Policyholder. A beneficiary designation will become effective on the date the Covered Person executes it.

However, We will not be liable for any action taken or payment made before We record notice of the change at our Home Office.

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

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

1. Spouse;
2. Child or Children;
3. mother or father;
4. sisters or brothers;
5. estate of the Covered Person.

Change of Beneficiary

The right to change the beneficiary is reserved to the Covered Person, and the consent of the beneficiary or beneficiaries shall not be requisite to any change in beneficiary.

Physical Examination and Autopsy

We, at Our own expense, have the right and opportunity to examine the Covered Person when and as often as We may reasonably require while a claim is pending and to make an autopsy in case of death where it is not forbidden by law.

Legal Actions

No action at law or in equity may be brought to recover under this Policy less than 60 days after written or authorized electronic proof of loss has been furnished as required by this Policy. No such action will be brought more than three years after the time such written proof of loss must be furnished.

Recovery of Overpayment

We shall only seek reimbursement of an overpayment or withhold any portion of any benefit payable as a result of a claim on the basis that the sum withheld or reimbursement sought is an adjustment or correction for an overpayment made under the same policy if:

- (1) Our files contain clear, documented evidence of an overpayment and written authorization from the Insured or assignee, if applicable, permitting the reimbursement or withholding procedure, or
- (2) Our files contain clear, documented evidence of all of the following:
 - (A) The overpayment was erroneous under the provisions of the policy.
 - (B) The error which resulted in the payment is not a mistake of the law.
 - (C) We notified the Insured within six (6) months of the date of the error, except that in instances or error prompted by representations or nondisclosure of claimants or third parties, we notified the Insured within fifteen (15) calendar days after the date of discovery of such error. For the purpose of this subsection, the date of the error shall be the day on which the draft for benefits is issued.
 - (D) Such notice states clearly the cause of the error and states the amount of the overpayment.
 - (E) The procedure set forth above in (a)(2)(A) through (D) above may not be used if the overpayment is the subject of a reasonable dispute as to facts.

Reduced Hospital Benefits in Case of Coverage Under the California Unemployment Insurance Code

The hospital benefits otherwise payable to a Covered Person hereunder shall be reduced by the amounts of additional benefits during hospital confinement to which such Covered Person shall become entitled pursuant to the California Unemployment Insurance Code or any voluntary plan approved thereunder which is specifically identified in this policy or in the application therefor or in a rider attached to this policy specifically referring to this provision, as such plan is constituted on the effective date of this policy or such rider, as the case may be.

Insurance With Other Insurers

If an insured has coverage with another insurer providing benefits for the same loss, the liability of the company will be for such proportion of the indemnities of which the insurer had notice that bear to the total amount of all indemnities. If this provision conflicts with another provision in the policy, this provision shall be applied first.

ADMINISTRATIVE PROVISIONS

Cancellation

We may cancel this Policy at any time by written notice delivered to the Policyholder, or mailed to his last address as shown on Our records, stating when, not less than 31 days thereafter, such cancellation shall be effective; and after the Policy has been continued beyond its original term the Policyholder may cancel this Policy at any time by written notice delivered or mailed to Us, effective on receipt or on such later date as may be specified in the notice. In the event of such cancellation by either Us or the Policyholder, We shall promptly return on a pro rata basis the unearned premium paid, if any, and the Policyholder shall promptly pay on a pro rata basis the earned premium which has not been paid. Such cancellation shall be without prejudice to any claim originating prior to the effective date of such cancellation.

Premiums

All premium rates are expressed in, and all premiums are payable in, United States currency. The premiums for this Policy will be based on the rates, as set forth in the *Schedule of Benefits* or subsequently changed, the plan and amounts of insurance in effect for Covered Persons and the premium mode selected, as shown in the *Schedule of Benefits*. If a Covered Person's insurance amounts are reduced due to age, premium will be based on the amounts of insurance in force on the day before the reduction took place. We will provide notifications of premiums due or premium changes, by mail to the most current address in our files, to the Policyholder.

Premium Payment

The total premium paid by the Policyholder is the sum of premiums for all Covered Persons including any amounts contributed toward the cost of this insurance by Covered Persons. The initial premium is due on the Policy Effective Date and each succeeding premium is due on the next succeeding Premium Due Date, as shown in the *Schedule of Benefits*, unless the Policyholder and We agree to another mode of premium payment. Premiums are paid at our Administrative Office or to Our authorized agent.

If any premium is not paid when due, this Policy will be cancelled as of the Premium Due Date of the unpaid premiums, except as provided in the Grace Period provision.

Changes in Premium Rates

We may change the premium rates from time to time with at least 31 days advance written notice to the Policyholder. No change in rates will be made until 12 months after the Policy Effective Date. An increase in rates will not be made more often than once in a 12-month period. However, We reserve the right to change rates at any time if any of the following events take place:

1. the terms of this Policy change;
2. the number of Covered Persons increases or decreases by more than 10% since the later of the Policy Effective Date and the first day of the current Policy term;
3. coverage is reinstated following failure to pay premium during the Grace Period;
4. acquisition, merger, consolidation, divestiture, corporate reorganization or purchase or sale of assets affecting, increasing or decreasing by 10% or more the number of Covered Persons;
5. a change in the number of Covered Persons which would, on a manual rate basis, require a change of 10% or more in the premium rate;
6. a change in any federal or state law or regulation is enacted, adopted or amended to the extent that it affects Our benefit obligations under this Policy; or
7. the Policyholder fails to provide sufficient information, as required by Us, to confirm adequacy of premiums and rates currently being paid.

Any increase or decrease in rate will take effect on the date of the applicable change specified above. A pro-rata adjustment will apply from the date of the change to the end of any period for which premium has been paid.

Premium Audit

We will have the right to audit books and records of the Policyholder at its place of business and during regularly-scheduled business hours, in order to determine the accuracy of premium paid.

COMMON EXCLUSIONS

In addition to any benefit-specific exclusions, benefits will not be paid for any Covered Injury or Covered Loss which is the proximate result of any of the following unless coverage is specifically provided for by name in the *Description of Benefits* Section:

1. intentionally self-inflicted Injury, suicide or any attempt thereat while sane or insane;
2. commission or attempt to commit a felony or an assault by the person whose injury or sickness is the basis of the claim;
3. commission of or active participation in a riot or insurrection;
4. bungee jumping; parachuting; skydiving; parasailing; hang-gliding;
5. declared or undeclared war or act of war;
6. flight in, boarding or alighting from an Aircraft or any craft designed to fly above the Earth's surface, except as:
 - a. a fare-paying passenger on a regularly scheduled commercial or charter airline;
7. travel in or on any off-road motorized vehicle except a golf *cart or any other vehicle We specifically agree to cover* not requiring licensing as a motor vehicle;
8. participation in any motorized race or contest of speed;
9. an accident if the Covered Person is the operator of a motor vehicle and does not possess a valid motor vehicle operator's license; except while participating in Driver's Education Program;
10. sickness; disease; bodily or mental infirmity; bacterial or viral infection or medical or surgical treatment thereof; except for any bacterial infection resulting from an accidental external cut or wound or accidental ingestion of contaminated food;
11. medical or surgical treatment; diagnostic procedure; administration of anesthesia due to medical mishap or negligence; including malpractice;
12. travel or activity outside the United States, Canada or Mexico;
13. travel in any Aircraft owned, leased or controlled by the Policyholder or any of its subsidiaries or affiliates. An Aircraft will be deemed to be "controlled" by the Policyholder, if the Aircraft may be used as the Policyholder wishes for more than 10 straight days, or more than 15 days in any year;
14. the Covered Person's intoxication;
15. The Covered Persons being under the influence of any narcotic; unless prescribed or taken under the direction of a Physician;
16. injuries compensable under Workers' Compensation law or any similar law; this exclusion will not apply when Eligible Persons are staff engaged in occupational activities;
17. occupational injuries for which benefits are not paid under the Workers' Compensation Law or any similar law; this exclusion will not apply when Eligible Persons are staff engaged in occupational activities.

We will not pay benefits for:

18. services or treatment rendered by a Physician, Nurse or any other person who is:
 - a. employed or retained by the Policyholder;
 - b. providing homeopathic, aroma-therapeutic or herbal therapeutic services;
 - c. living in the Covered Person's household;
 - d. who is a parent; sibling; spouse; domestic partner; or child of the Covered Person;
19. A Covered Person's Covered Loss if:
 - a. he was driving a private passenger automobile at the time of the Covered Accident that resulted in the Covered Loss; and
 - b. he was intoxicated, as that term is defined by the law of the jurisdiction in which the Covered Accident occurred.

SCOPE OF COVERAGE APPLICABLE TO MEDICAL EXPENSE BENEFITS

Covered expenses and any applicable Deductibles are shown in the *Schedule of Benefits*.

Other Health Care Plan Benefits

When another Health Care Plan provides benefits in the form of services rather than cash payments, We will consider the reasonable cash value of such service in determining whether any Deductible has been satisfied.

Full Excess Medical Expense

We will pay Covered Expenses:

1. after the Covered Person has satisfied any applicable Deductible; and
2. only when they are in excess of amounts payable by any Other Health Care Plan whether or not claim has been made for benefits it provides.

We will pay benefits without regard to any Coordination of Benefits provision in such Health Care Plan.

Any Covered Expenses payable under this provision will be reduced by the Other Health Care Plan Reduction Percentage shown in the *Schedule of Benefits* if:

1. the Covered Person has coverage under another Health Care Plan;
2. the Other Health Care Plan is an HMO, PPO or similar arrangement; and
3. the Covered Person does not use the facilities or services of the HMO, PPO or similar arrangement.

Covered Expenses will not be reduced for emergency treatment within 24 hours after a Covered Accident which occurred outside the geographic service area of the HMO, PPO or similar arrangement. This provision only applies when the Covered Person is covered for in-network benefits only.

Definitions For purposes of the Accident Medical Benefits provided by this Policy:

HMO or Health Maintenance Organization means any organized system of health care that provides health maintenance and treatment services for a fixed sum of money agreed and paid in advance to the provider or service.

PPO or Preferred Provider Organization means an organization offering health care services through designated health care providers who agree to perform those services at rates lower than non-Preferred Providers.

ACCIDENT MEDICAL EXPENSE BENEFITS

We will pay benefits shown in the *Schedule of Benefits* for Covered Expenses Incurred by a Covered Person, subject to all applicable conditions and exclusions, for treatment of an injury that is the proximate result of a Covered Accident.

Benefits will be paid:

1. when Covered Expenses Incurred exceed any applicable Deductible
2. as long as the first expense has been Incurred within the number of days specified in the *Schedule of Benefits*; and
3. until any applicable Benefit Period shown in the *Schedule of Benefits* has expired; and
4. until the total of Covered Expenses paid equals any applicable Benefit Limit or maximum Benefit shown in the *Schedule of Benefits*; and
5. until benefits paid equal the Maximum for Accident Medical Expense Benefits shown in The *Schedule of Benefits*.

Covered Expenses

Inpatient Hospital Services

Room and Board Expenses – We will pay for

1. confinement in an intensive or coronary care unit, up to the maximum daily benefit shown in the *Schedule of Benefits* for each day of such confinement; and
2. any other confinement, up to the maximum daily benefit shown in the *Schedule of Benefits* for each day of the Hospital Stay.

Miscellaneous Expenses – We will pay the Miscellaneous Expenses charged by a Hospital or ambulatory surgical center for outpatient surgery. Miscellaneous Expenses include, but are not limited to: X-ray; laboratory; in-Hospital physiotherapy; nurse services; orthopedic appliances; pre-admission tests; and all necessary charges other than room and board, for services received during a Hospital Stay.

Ambulatory Medical Center

We will pay Covered Expenses Incurred for medical or surgical treatment provided in a licensed facility that provides ambulatory surgical or medical treatment and is not a Hospital or Physician's office.

Emergency Room Treatment

We will pay Covered Expenses Incurred for outpatient emergency room treatment performed in a Hospital, up to the Maximum Benefit shown in the *Schedule of Benefits*. When emergency room treatment is immediately followed by admission to a Hospital, such treatment will be a Hospital Covered Expense.

Physician Services – We will pay Covered Expenses for Covered Expenses listed below.

Surgery

1. Covered Expenses charged for performing a surgical procedure. We will pay up to 100% of the Maximum Benefit for a surgical procedure shown in the *Schedule of Benefits*; and
2. Covered Expenses charged by an assistant surgeon assisting a Physician performing a surgical procedure
3. Covered Expenses charged for treatment of fractured and dislocated bones; operations that involve cutting, incision and/or suturing of wounds; or any other surgical procedure, including aftercare, which is given in the outpatient department of a Hospital or an ambulatory surgical center
4. Any braces, splints or other devices required after surgery to ensure proper healing

Use of Physician's Surgical Facilities – Covered Expenses charged for the use of a Physician's surgical facilities.

Second Opinion or Consultation – Covered Expenses charged by a Physician for a second surgical opinion or consultation.

Physician's Assistant – Covered Expenses charged by a Physician's Assistant for other than pre-or post-operative care, second opinion or consultation:

1. for in-Hospital visits; and
2. for office visits.

Anesthesia and its administration – Covered Expenses charged by a Physician for anesthesia and its administration.

In-Hospital or Office Visits – Covered Expenses charged by a Physician for other than pre-or post-operative care, second opinion or consultation;

1. for in-Hospital visits; and
2. for office visits.

Outpatient X-ray, CT Scan, MRI and Laboratory tests

We will pay Covered Expenses Incurred, when prescribed by a licensed Physician, for X-ray except dental X-rays; CT Scans; MRI's; and laboratory tests.

Outpatient Physiotherapy

We will pay Covered Expenses Incurred for outpatient physiotherapy, when prescribed by a licensed Physician, which includes:(a) acupuncture;(b) microthermy;(c) chiropractic adjustment;(d) manipulation;(e) diathermy; (f) massage therapy;(g) heat treatment; and (h) ultrasound treatment.

Nursing Services

We will pay Covered Expenses Incurred for services other than routine Hospital care, rendered by a Nurse.

Ambulance Services

We will pay Covered Expenses Incurred for ground or air ambulance service to transport a Covered Person from the place where a Covered Accident occurred to the nearest medically appropriate facility. We will pay Covered Expenses Incurred for ground or air ambulance transportation from the nearest medical facility to another appropriate medical facility if a Physician specifies in writing that specialized care not available in the first facility to which the Covered Person was transported is necessary to treat his injury.

Medical Equipment Rental

We will pay Covered Expenses Incurred for rental or, if less, for purchase of:

1. a wheelchair or hospital bed; or
2. other medical equipment that has permanent or temporary therapeutic value for the Covered Person and that can only be used by him. Examples of items that are not covered include but are not limited to: computers; motor vehicles and modifications thereof; ramps and installation costs.

Medical Services and Supplies

We will pay Covered Expenses Incurred for:

1. blood and blood transfusions, including processing and administration; and
2. cost and administration of oxygen and other gasses.

We will not pay for storage of blood for any reason.

Dental Services

We will pay Covered Expense Incurred for dental treatment, including X-rays, for injury to a tooth:

1. with no fillings or cavities or only fillings or cavities that do not undermine the tooth cusps; and
2. for which pulpal tissues are healthy and intact; and
3. for which periodontal tissue shows little or no signs of active or chronic inflammation. For insurance review purposes, each tooth unit is evaluated under these criteria rather than a blanket rating of the whole mouth.

Covered Expenses include: examinations; X-rays; restorative treatment; endodontics; oral surgery; initial braces required for treatment of an injury; and treatment of gingivitis resulting from trauma.

Covered Expenses must be Incurred within the Benefit Period shown in the *Schedule of Benefits*. If there is more than one way to treat a dental problem, We will pay based on the least expensive procedure if that procedure meets commonly accepted standards of the American Dental Association.

Prescription Drugs

We will pay Covered Expenses Incurred for drugs that

1. can only be obtained through a Physician's written prescription; and
2. are approved for such prescription use by the Federal Drug Administration (FDA).

We will also pay Covered Expenses Incurred for drugs that meet (a) above and are prescribed by a Physician for therapeutic use not specifically approved by the FDA. The Covered Expense for a prescription drug is limited to the cost of a generic drug unless substitution of a generic drug is prohibited by law, no generic drug is available, or the Covered Person's Physician specifically request that a non-generic drug be dispensed.

Excluded Expenses

None of the following will be considered Covered Expenses unless coverage is specifically provided.

1. Blood, blood plasma or blood storage except expenses by a Hospital for processing or administration of blood.
2. cosmetic surgery or care, or treatment solely for cosmetic purposes, or complications therefrom. This exclusion does not apply to:
 - a cosmetic surgery resulting from an accident, if initial treatment of the Covered Person is begun within 12 months of the date of the Accident;
 - b reconstruction incidental to or following surgery resulting from a Covered Accident.
3. Any elective or routine: treatment; surgery; health treatment; or examinations; including any service, treatment or supplies that are (a) deemed by Us to be experimental or investigational; and (b) are not recognized and generally accepted medical practice in the United States.
4. Treatment in any Veterans' Administration, Federal or state facility unless there is a legal obligation to pay.
5. Services or treatment provided by persons who do not normally charge for their services, unless there is a legal obligation to pay.
6. Rest cures or custodial care.
7. Repair or replacement of: existing dentures; partial dentures; braces; or bridgework.
8. Personal services such as television and telephone, or transportation.
9. Expenses payable by any automobile insurance policy without regard to fault.
10. Services or treatment provided by an infirmary operated by the Policyholder or Subscriber.
11. Treatment or service provided by a private duty nurse.
12. Treatment of hernia of any kind.
13. Treatment of injury resulting from a condition that a Covered Person knew existed on the date of a Covered Accident, unless we have received a written medical release from his Physician.

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

ACCIDENT INDEMNITY BENEFITS

This Section describes the Accident Indemnity Benefits provided by this Policy. Benefit amounts and any applicable time requirements and limitations are shown in the *Schedule of Benefits*. Please read this and the *Common Exclusions* section in order to understand all of the terms, conditions and limitations applicable to these benefits.

ACCIDENTAL DEATH AND DISMEMBERMENT BENEFITS

Covered Loss

We will pay the benefit for any one of the Covered Losses listed in the *Schedule of Benefits*, if the Covered Person suffers a Covered Loss that is the proximate result a Covered Accident within the applicable time period specified in the *Schedule of Benefits*.

If the Covered Person sustains more than one Covered Loss as a result of the same Covered Accident, benefits will be paid for the Covered Loss for which the largest available benefit is payable.

If a Covered Accident causes the Covered Person's death, the total of all Benefits We will pay for Accidental Death and any other Covered Losses will not exceed the largest Benefit payable for a Covered Loss.

Definitions

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

Loss of Sight means the total, permanent loss of all vision in one eye which is irrecoverable by natural, surgical or artificial means.

Loss of Speech means total and permanent loss of audible communication which is irrecoverable by natural, surgical or artificial means.

Loss of Hearing means total and permanent loss of ability to hear any sound in both ears which is irrecoverable by natural, surgical or artificial means.

Loss of a Thumb and Index Finger of the Same Hand or Four Fingers of the Same Hand means complete Severance through or above the metacarpophalangeal joints of the same hand (the joints between the fingers and the hand).

Paralysis or Paralyzed means total loss of use of a limb. A Physician must determine the loss of use to be complete and irreversible.

Quadriplegia means total Paralysis of both upper and both lower limbs.

Paraplegia means total Paralysis of both lower limbs or both upper limbs.

Hemiplegia means total Paralysis of the upper and lower limbs on one side of the body.

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

Exclusions The exclusions that apply to this benefit are in the *Common Exclusions* Section.

IMPORTANT INFORMATION TO POLICYHOLDERS – CALIFORNIA

In the event you need to contact someone about this Policy for any reason please contact your agent. If you have additional questions, you may contact the insurance company issuing this Policy at the following address and telephone number:

**Philadelphia Insurance Company
Administrative Office
One Bala Plaza, Suite 100, Bala Cynwyd, PA 19004
Tel: 800-873-4552**

If you have a problem with your insurance company, its agent or representative that has not been resolved to your satisfaction, please call or write to the Department of Insurance.

**California Department of Insurance
Consumer Communications Bureau
300 South Spring Street, South Tower
Los Angeles, CA 90013**

**1-800-927-4358
213-897-8921 (if calling from within the Los Angeles area)
1-800-482-4833 (TDD Number)**

Written correspondence is preferable so that a record of your inquiry can be maintained. When contacting your agent, company or the Bureau of Insurance, have your Policy Number available.

PHILADELPHIA INDEMNITY INSURANCE COMPANY
Administrative Office: One Bala Plaza, Suite 100, Bala Cynwyd, PA 19004
800-873-4552

**NOTICE OF PROTECTION PROVIDED BY
CALIFORNIA LIFE AND HEALTH INSURANCE GUARANTEE ASSOCIATION**

This notice provides a brief summary regarding the protections provided to policyholders by the California Life and Health Insurance Guarantee Association ("the Association"). The purpose of the Association is to assure that policyholders will be protected, within certain limits, in the unlikely event that a member insurer of the Association becomes financially unable to meet its obligations. Insurance companies licensed in California to sell life insurance, health insurance, annuities and structured settlement annuities are members of the Association. The protection provided by the Association is not unlimited and is not a substitute for consumers' care in selecting insurers. This protection was created under California law, which determines who and what is covered and the amounts of coverage.

Below is a brief summary of the coverages, exclusions and limits provided by the Association. This summary does not cover all provisions of the law; nor does it in any way change anyone's rights or obligations or the rights or obligations of the Association.

COVERAGE

• **Persons Covered**

Generally, an individual is covered by the Association if the insurer was a member of the Association *and* the individual lives in California at the time the insurer is determined by a court to be insolvent. Coverage is also provided to policy beneficiaries, payees or assignees, whether or not they live in California.

• **Amounts of Coverage**

The basic coverage protections provided by the Association are as follows.

• **Life Insurance, Annuities and Structured Settlement Annuities**

For life insurance policies, annuities and structured settlement annuities, the Association will provide the following:

• **Life Insurance**

80% of death benefits but not to exceed \$300,000

80% of cash surrender or withdrawal values but not to exceed \$100,000

• **Annuities and Structured Settlement Annuities**

80% of the present value of annuity benefits, including net cash withdrawal and net cash surrender values but not to exceed \$250,000

The maximum amount of protection provided by the Association to an individual, for *all* life insurance, annuities and structured settlement annuities is \$300,000, regardless of the number of policies or contracts covering the individual.

• **Health Insurance**

The maximum amount of protection provided by the Association to an individual, as of July 1, 2016, is \$546,741. This amount will increase or decrease based upon changes in the health care cost component of the consumer price index to the date on which an insurer becomes an insolvent insurer. Changes to this amount will be posted on the Association's website www.califega.org.

Insurance companies or their agents are required by law to give or send you this notice. Policyholders with additional questions should first contact their insurer or agent. To learn more about coverages provided by the Association, please visit the Association's website at www.califega.org, or contact either of the following:

California Life and Health Insurance
Guarantee Association
P.O. Box 16860
Beverly Hills, CA 90209-3319 (323) 782-0182

California Department of Insurance
Consumer Communications Bureau
300 South Spring Street
Los Angeles, CA 90013 (800) 927- 4357

Insurance companies and agents are not allowed by California law to use the existence of the Association or its coverage to solicit, induce or encourage you to purchase any form of insurance. When selecting an insurance company, you should not rely on Association coverage. If there is any inconsistency between this notice and California law, then California law will control.

PRIVACY NOTICE

This notice is provided on behalf of Philadelphia Indemnity Insurance Company

PURPOSE OF THIS NOTICE

When you apply for or become an insured under, the insurance policies we issue, we gather certain non-public information or “NPI” about your business and its employees. We are committed to safeguarding the NPI you entrust to us. The purpose of this notice is, therefore, to let you know how we collect, use, share and protect the NPI you provide to us in those contexts.

That means this notice applies only to your business interactions with us involving your application for a quote or as a policy holder. NPI we may collect from you in connection with other interactions, such as when you or your employees visit one of our general interest, publicly accessible websites, is governed by the separate notices and policies we publish on those relevant sites or otherwise provide to you.

When we refer in this notice to your “NPI”, we mean non-public information as that term is generally defined and applied under the New York Department of Financial Services’ Cybersecurity Regulation, the Gramm-Leach-Bliley Act and the National Association of Insurance Commissioners’ Data Security Model Law which includes non-public information about your business, such as financial information, account numbers, loss history, personal non-public information of your employees including social security number, address or medical information and any proprietary information we obtain about your business or your customers.

Due to a variety of factors, including certain explicit exemptions they contain, this notice and the NPI we collect from you in connection with the above-described business interactions ***is not*** governed by the EU General Data Protection Regulation, its related EU and Swiss Privacy Shield or the California Consumer Privacy Act.

COLLECTING YOUR NPI

In the course of, or as part of a business interaction, we collect your NPI both directly from you, or from the agents, brokers or other intermediaries acting on your or our behalf, as well as from a variety of additional sources including:

- the applications or other forms you provide to us (these forms may contain your name, address, social security number, marital status, date of birth, gender, length of employment, prior insurance information, home ownership, residency history, vehicle type, vehicle use, or driving history)
- your transactions with us, our other affiliates of the Tokio Marine Group as well as third parties (this information would include, for example, premium payment and claims history)
- consumer or independent reporting agencies (for example your motor vehicle report, property inspection report, accident report or claim report)

USING YOUR NPI

We use your NPI in a variety of ways such as creating and issuing a quote, underwriting or otherwise processing and servicing your insurance policy, handling claims you may have and offering you additional products and services that we think may be of interest to you as well as for related research and analytics purposes.

SHARING YOUR NPI

We do not disclose or share any NPI about our customers or former customers outside of the Tokio Marine Group, except as permitted by law. We do not sell or disclose or share your NPI for third party marketing purposes. We do, however, share your NPI with third parties that we use to service your account or process your insurance policy or your claim, or administer related transactions. These third parties may include:

- your agent, broker or producer
- independent claims adjusters, investigators, data processors or attorneys
- persons or organizations that conduct scientific research, including actuarial or underwriting studies
- an insurance support organization or another insurer, to prevent or prosecute fraud or to properly underwrite the risk
- another insurer, if you are involved in an accident with their insured
- State insurance departments or other governmental or law enforcement authorities, if required by law, to protect our legal interests or in cases of suspected fraud or illegal activities
- a court of law

We also are required to disclose your NPI if we receive a subpoena, search warrant or other court order.

RETAINING YOUR NPI

The NPI we collect is kept in your policy and/or claim files for as long as needed in connection with your business interactions with you and, if longer, as required by law.

HOW WE PROTECT YOUR NPI

We have adopted and implemented a security and privacy program that includes technical, organizational, administrative, and other measures designed to protect, as required by applicable law and in accordance with industry standards, against reasonably anticipated or actual threats to the security of your NPI. Our security program was created by reference to widely recognized standards such as those published by the International Standards Organization and National Institute of Standards and Technology. It includes, among many other things, procedures for assessing the need for, and as appropriate, either employing encryption and multi-factor authentication or using equivalent compensating controls. As part of our security program, we have specific incident response and management procedures that are activated whenever we become aware that your NPI was likely to have been compromised.

CHANGES TO THIS NOTICE

We may amend this notice from time to time and will inform you of these changes as required by law.

QUESTIONS AND CONTACT INFORMATION

If you have any questions about this notice or how we collect, use, share and protect your NPI, please contact the Chief Privacy Officer of TMNA Services, LLC, who acts as the privacy and data security administrator for most of the Tokio Marine Group in North America. The Chief Privacy Officer's contact information is:

Attn: Privacy Office
TMNA Services, LLC
3 Bala Plaza East, Suite 400
Bala Cynwyd, Pennsylvania 19004
610-227-1300