

# **Sandia Accident/Business Travel Accident Insurance Plans Summary Plan Descriptions**

**Revised: January 1, 2016**

**With Summary of Materials Modifications**

**Effective: June 21, 2016**

These Summary Plan Descriptions apply effective January 1, 2016. Summary of Material Modifications apply effective June 21, 2016.

The Sandia Group Accident Plans (the Plans) are maintained at the discretion of Sandia Corporation (Sandia) and are not intended to create a contract of employment and do not change the at will employment relationship between you and Sandia. The Sandia Board of Directors (or designated representative) reserves the right to amend (in writing) any or all provisions of the Sandia Group Accident Plans, and to terminate (in writing) the Sandia Group Accident Plans at any time without prior notice, subject to applicable collective bargaining agreements.

The Sandia Group Accident Plans terms cannot be modified by written or oral statements to you from any Sandia personnel.



U.S. DEPARTMENT OF  
**ENERGY**



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## Introduction

The Sandia Group Accident Plans are designed to help protect you and your family from the financial hardships associated with a job-related accident that results in your death or disability. The Sandia Group Accident Plans supplement the insurance available under the Sandia Group Term Life Insurance Plans and Sandia Health Plan for Employees. Sandia pays the total cost of these Plans. The Sandia Group Accident Plans consist of two separate Plans:

- Accident/Business Travel Accident Insurance Plan for Represented Employees
- Accident/Business Travel Accident Insurance Plan for Non-Represented Employees

AXIS Insurance Company is the insurance provider for the coverages in these Plans effective January 1, 2016.

Prior to January 1, 2016, the Group Accident Plans consisted of four separate plans:

- Special Risk Accident Insurance Plan
- Job Incurred Accidental Death Insurance Plan
- High Risk Foreign Travel Insurance Plan
- Emergency Response Teams Insurance Plan)

The benefits in the four previous Plans have been merged and restated into the two current Plans. No benefits were removed or reduced.

These Summary Plan Descriptions summarize the principal features of the two plans as of January 1, 2016. Statements contained in these summaries are subject to the provisions of the insurance policies that set forth the benefits, terms and conditions of the Plans and that legally govern the Plans' operations as the Plan Documents. Every effort has been made to reflect the provisions accurately. However, in the event of a discrepancy between the Summary Plan Description and the applicable Plan Document, the AXIS Insurance Company Policy, the Plan Document will govern.

The Plan Documents may be viewed upon request during normal business hours in the offices of the Retirement Investment Management Department of Sandia National Laboratories. You may request paper copies of the Plan Documents by submitting a written request to the Plan Administrator. A reasonable fee may be charged to cover the expenses of providing the hard copy. A paper copy of these Summary Plan Descriptions may be requested in writing from the Plan Administrator at no charge.

# Accident/Business Travel Accident Insurance Plan for Represented Employees

**Note:** The Accident/Business Travel Accident Insurance plan for represented employees is maintained under collective bargaining agreements. A copy of the applicable collective bargaining agreement may be obtained upon written request to the Plan Administrator, and is available for examination by participants and beneficiaries.

# **Section 1. Eligibility**

## **Eligible Person**

You are eligible to participate in the Accident/Business Travel Accident Insurance Plan for Represented Employees if you are an individual who meets all of the requirements of one of the covered classes shown below:

**Class 1:** All represented active employees of Sandia Corporation (Policyholder) and for whom premium has been paid.

**Class 2:** All represented active employees the Policyholder designated by Sandia Corporation and/or Department of Energy and whose names are on file with the Policyholder.

**Class 3:** All represented active employees of the Policyholder whose air transportation has been authorized by the Policyholder.

**Class 4:** All represented active employees of the Policyholder designated as members of the Emergency Response Team whose names are on file with the Policyholder.

## **Effective Date of Coverage**

Coverage becomes effective for the Eligible Person subject to the Deferred Effective Date provision below, on the latest of the following dates:

1. The Policy Effective Date (January 1, 2016);
2. The date the person becomes eligible.

## **Deferred Effective Date**

The Effective Date of Coverage will be deferred for an Eligible Person who is not in Active Service on the date coverage would otherwise become effective. Coverage will become effective on the later of the date the person returns to Active Service and the date the coverage would otherwise have become effective.

## **Active Service**

The covered person will be considered in Active Service with the Policyholder on the day that is either of the following:

1. One of the Policyholder's scheduled work days on which the employee is performing their regular duties on a full or part-time basis, either at one of the Policyholders' usual places of business or at some other location to which the Policyholder's business requires the employee to travel; or
2. A scheduled holiday, vacation day or period of Policyholder-approved paid leave of absence, other than sick leave, only if the employee was in Active Service on the preceding scheduled workday.



An Aircraft controlled by the Policy holder is one available for its use for 10 or more consecutive days or 15 days during any calendar year. A record of eligible Aircraft will be maintained by the Policyholder. An Aircraft substituted for or replacing an eligible Aircraft, as defined in the Policy, will also be eligible.

**Business Travel Insurance Coverage: Class 2-4**

The Benefit amount shown in the *Schedule of Benefits* will be paid, subject to all applicable conditions and exclusions, if the Insured Person suffers a Covered Loss that occurs during one of the Covered travel Activities described below and while the Insured Person is traveling:

1. While on the business of the Policyholder;
2. In the course of the business of the Policyholder;
3. On a trip authorized in advance by the Policyholder;
4. Away from the premises of the Policyholder.

For purposes of this Condition of Coverage, “Personal Deviation” means:

1. An activity that is not reasonably related to the Policyholder’s business;
2. Not incidental to the purpose of the trip;
3. Such travel or activities coincide with an Insured Person’s business travel;
4. Personal Deviation is limited to any consecutive 7 day period immediately prior to, during or following such business travel.

Coverage for business travel is specifically excluded during any of the following:

1. Normal commuting between the Insured Person’s home and place of work;
2. Travel to another location where the Insured Person is expected to be assigned for more than 365 days;
3. Any activity not authorized or organized, or not reimbursable, by the Policyholder;
4. The Insured Person’s participation in any race or speed contest;
5. The Insured Person’s driving any vehicle or private passenger automobile for pay or hire.

**Occupational Coverage: Class 1**

The Benefit amount shown in the *Schedule of Benefits* will be paid, subject to all applicable conditions and exclusions, if the Insured Person suffers an Occupational Injury that results in a Covered Loss:

1. While on the Business of the Policyholder; or
2. While On-Premises of the Policyholder.

However, with respect to any such Covered Loss sustained during any period of time such Insured Person is traveling on a Conveyance, coverage applies only with respect to Covered Loss sustained by the person:

1. While operating or riding in or on (including getting in or out of, or on or off of), or by being struck or run down by an conveyance being used as a means of land or water transportation;
2. While riding as a passenger in or on (including exiting in or out of, or on or off of):
  - i. Any Civilian Aircraft; or

- ii. Any Military Air Transport Aircraft; or,
3. By being struck or rundown by any Aircraft.

For purposes of this Condition of Coverage, "Occupational Injury" means bodily injury to an Insured Person caused by an occupational Accident that occurs or occurred while the Insured Person is in Active Service. All Occupational Injuries sustained by the Insured Person in any one Accident shall be considered a single Occupational Injury.

#### **War Risk Coverage: Class 1-4**

The Benefit amount shown in the *Schedule of Benefits* will be paid, subject to all applicable conditions and exclusions, if the Insured Person suffers a Covered Loss that occurs during war or an act of war (but not such act in which the Insured Person is an active participant) that occur:

1. Worldwide, excluding: the United States and its territories and possessions and the Insured Person's country of permanent residence and;
2. While on the business of the Policyholder.

#### **Common Exclusions**

In addition to any benefit or coverage specific exclusion, benefits will not be paid for any loss which directly or indirectly, in whole or in part, is caused by or results from any of the following unless coverage is specifically provided in the Schedule of Benefits:

1. Intentionally self-inflicted injury, suicide, or any attempt while sane or insane.
2. Declared or undeclared war or act of war or any act of declared or undeclared war unless specifically provided by this Policy.
3. A Covered Accident or Emergency Sickness that occurs while on active duty service in the military, naval or air force of any country or international organization. Reserve or National Guard active duty training is not excluded unless it extends beyond 31 days.
4. Sickness, disease, bodily or mental infirmity, bacterial or viral infection or medical or surgical treatment thereof, (including exposure, whether or not Accidental, to viral, bacterial or chemical agents) whether the loss results directly or non-directly from the treatment except for any bacterial infection resulting from an Accidental external cut or wound or Accidental ingestion of contaminated food.
5. Flight in, boarding or alighting from, an Aircraft or any craft designated to fly above the Earth's surface that is not an Aircraft owned, leased, operated or controlled by the Policyholder, except as:
  - a. A fare-paying passenger on a regularly scheduled commercial or charter Aircraft;
  - b. A passenger in a non-scheduled, private Aircraft used for pleasure purposes with no commercial intent during the flight;
  - c. A passenger in a Military Aircraft flown by the air mobility Command or its foreign equivalent.

## Section 3. Schedule of Benefits

<u>Eligible Persons</u>	<u>Principal Sum</u>
Class 1	2 Times the Insured Person's Basic Earnings to a Maximum of \$500,000
Class 2	\$950,000
Class 3	\$50,000
Class 4	\$950,000

<b>Aggregate Limit of Indemnity</b>	
<b>Applies to:</b>	<b>Benefit Amount</b>
Accidental Death and Dismemberment, Coma, Paralysis or Permanent Total Disability, Air Only	\$9,500,000

Not more than the Aggregate Limit of Indemnity specified above will be paid for all Covered Losses, Covered Accidents, Covered Injuries suffered by all Insured Persons as the result of any one Covered Accident that occurs under one of the conditions of Coverage, as specified above. This Aggregate Limit of Indemnity is payable only once, should more than one Condition of Coverage apply, the greater amount will be paid. If this amount does not allow all Insured Persons to be paid the amounts otherwise provided, the amount paid will be the proportion of the Insured Person's loss to the total of all losses, multiplied by the Aggregate Limit of Indemnity.

### Accidental Death and Dismemberment Benefits

All classes. Must occur within 365 days of the Covered Accident.

<b>Covered Loss</b>	<b>Benefit Amount</b>
Loss of Life	100% of the Principal Sum
Loss of two or more Hands or Feet	100% of the Principal Sum
Loss of use 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 speech and hearing (in both Ears)	100% of the Principal Sum
Loss of one Hand or Foot and sight in one Eye	100% of the Principal Sum
Loss of one Hand or Foot	50% of the Principal Sum
Loss of use 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 Fingers of the same Hand	25% of the Principal Sum
Loss of all four Fingers of the same Hand	25% of the Principal Sum
Loss of all the Toes of the same Foot	25% of the Principal Sum

Exposure and disappearance are included.

## Coma Benefit

All Classes. Must occur within 30 days of the Covered Accident.

1% of Principal Sum for the first 11 months.

100% in the 12<sup>th</sup> month.

## Paralysis Benefit

Classes 2, 3 and 4. Must occur within 365 days of the Covered Accident.

Type of Loss	Percentage of Principal Sum
Quadriplegia	100% of the Principal Sum
Paraplegia	75% of the Principal Sum
Hemiplegia	50% of the Principal Sum
Uniplegia	25% of the Principal Sum

## Permanent Total Disability Benefit

Classes 2 and 4:

Benefit Waiting Period = 12 months

Monthly Benefit = 1% of the Principal Sum, maximum benefit of \$9,500

Class 3:

Benefit Waiting Period = 12 months

Monthly Benefit = 1% of the Principal Sum, maximum benefit of \$500

## Other Benefits

Classes 2, 3 and 4	
Type of Benefit	Benefit Amount
Medical Evacuation	\$50,000 maximum
Repatriation	\$10,000 maximum
Seatbelt	10% of the Principal Sum, maximum benefit of \$10,000
Airbag	10% of the Principal Sum, maximum benefit of \$10,000

Class 3	
Type of Benefit	Benefit Amount
Invalidation of Insurance Benefit	\$150,000

# **Blanket Accident/Business Travel Accident Insurance Plan for Non-Represented Employees**

# **Section 1. Eligibility**

## **Eligible Person**

You are eligible to participate in the Accident/Business Travel Accident Insurance Plan for Non-Represented Employees if you are an individual who meets all of the requirements of one of the covered classes shown below:

**Class 1:** All non-represented full-time and part-time employees of Sandia Corporation (Policyholder) including officers and directors and those employees on US payroll but assigned overseas.

**Class 2:** Non-represented employees of the Policyholder designated by Sandia National Laboratories or the DOE or perhaps designated by the DOE/Sandia.

**Class 3:** All non-represented employees of the Policyholder designated by the Emergency Response Team.

**Class 4:** All prospective employees of the Policyholder whose air travel has been authorized by the Policyholder.

**Class 5:** All spouses of classes 1, 2, 3 and 4.

**Class 6:** All dependent children of classes 1, 2, 3 and 4.

## **Effective Date of Coverage**

Coverage becomes effective for the Eligible Person subject to the Deferred Effective Date provision below, on the latest of the following dates:

1. The Policy Effective Date (January 1, 2016);
2. The date the person becomes eligible.

## **Deferred Effective Date**

The Effective Date of Coverage will be deferred for an Eligible Person that is an employee of the Policyholder, or a relative of an employee, who is not in Active Service on the date the coverage would otherwise become effective. Coverage will become effective on the later of the date the employee returns to Active Service and the date coverage would otherwise have become effective.

## **Active Service**

The employee will be considered in Active Service with the Policyholder on the day that is either of the following:

1. One of the Policyholder's scheduled work days on which the employee is performing their regular duties on a full or part-time basis, either at one of the Policyholders' usual places of business or at some other location to which the Policyholder's business requires the employee to travel; or
2. A scheduled holiday, vacation day or period of Policyholder-approved paid leave of absence, other than sick leave, only if the employee was in Active Service on the preceding scheduled workday.



### **Aircraft/Owned/Leased/Operated or Controlled Coverage: Class 1-6**

The Benefit amount shown in the *Schedule of Benefits* will be paid, subject to all applicable conditions and exclusions, if the Insured Person suffers a Covered Loss that occurs during travel or flight in, including entering or exiting, any Aircraft that is owned, leased, operated or controlled by the Policyholder or any of its subsidiaries or affiliates.

An Aircraft controlled by the Policyholder is one available for its use for 10 or more consecutive days or 15 days during any calendar year. A record of eligible Aircraft will be maintained by the Policyholder. An Aircraft substituted for or replacing an eligible Aircraft, as defined in the Policy, will also be eligible.

### **Business Travel Insurance Coverage: Class 4-6**

The Benefit amount shown in the *Schedule of Benefits* will be paid, subject to all applicable conditions and exclusions, if the Insured Person suffers a Covered Loss that occurs during one of the Covered Travel Activities described below:

1. While on the business of the Policyholder;
2. In the course of the Policyholder's business;
3. On a trip authorized in advance by the Policyholder,
4. Away from the premises of the Policyholder; and
5. While commuting directly between home and the Policyholder's premises where the Insured Person normally works, while using an alternative means of transportation necessitated by discontinuance of service, strike or major breakdown of one or more Public Conveyance transportation systems which the Insured Person normally uses.

For purposes of this Condition of Coverage, "Personal Deviation" means:

1. An activity that is not reasonably related to the Policyholder's business;
2. Not incidental to the purpose of the trip;
3. Such travel or activities coincide with an Insured Person's business travel;
4. Personal Deviation is limited to any consecutive 14 day period immediately prior to, during or following such business travel.

Coverage for business travel is specifically excluded during any of the following:

1. Normal commuting between the Insured Person's home and place of work;
2. Travel to another location where the Insured Person is expected to be assigned for more than 365 days;
3. Any activity not authorized or organized, or not reimbursable, by the Policyholder;
4. The Insured Person's participation in any race or speed contest;
5. The Insured Person's driving any vehicle or private passenger automobile for pay or hire.

### **Occupational Coverage: Class 1-3**

The Benefit amount shown in the *Schedule of Benefits* will be paid, subject to all applicable conditions and exclusions, if the Insured Person suffers an Occupational Injury that results in a

Covered Loss:

1. While on the Business of the Policyholder; or
2. While On-Premises of the Policyholder.

However, with respect to any such Covered Loss sustained during any period of time such Insured Person is traveling on a Conveyance, coverage applies only with respect to Covered Loss sustained by the person:

1. While operating or riding in or on (including getting in or out of, or on or off of), or by being struck or run down by an conveyance being used as a means of land or water transportation:
2. While riding as a passenger in or on (including exiting in or out of, or on or off of):
  - i. Any Civilian Aircraft; or
  - ii. Any Military Air Transport Aircraft; or,
3. By being struck or rundown by any Aircraft.

For purposes of this Condition of Coverage, "Occupational Injury" means bodily injury to an Insured Person caused by an occupational Accident that occurs or occurred while the Insured Person is in Active Service. All Occupational Injuries sustained by the Insured Person in any one Accident shall be considered a single Occupational Injury.

For purposes of this Condition of Coverage, "Personal Deviation" means:

1. An activity that is not reasonably related to the Policyholder's business;
2. Not incidental to the purpose of the trip;
3. Such travel or activities coincide with an Insured Person's business travel;
4. Personal Deviation is limited to any consecutive 14 day period immediately prior to, during or following such business travel.

**Out of Country Medical Coverage: Class 1-6**

The Benefit amount shown in the *Schedule of Benefits* will be paid, subject to all applicable conditions and exclusions, if the Insured Person suffers a Covered Injury or Emergency Sickness that requires treatment by a Physician during any period of time such Insured Person is traveling:

1. In the course of the Policyholder's business; or
2. While on business for the Policyholder, and
3. Outside of their Home Country or Country of Permanent Assignment.

This Coverage will start on the actual start of the Covered Trip. It does not matter whether the Covered Trip starts at the Insured Person's home, place of work or other place. It will end on the date the Insured Person returns to his or her Home Country or Country of Permanent Assignment.

For this Condition of Coverage, Emergency Sickness means an illness or disease diagnosed by a Physician which:

1. Causes a severe or acute symptom that, if not provided with immediate treatment, would reasonably be expected to result in serious deterioration of the Insured Person's health or place their life in jeopardy; and
2. First manifests itself suddenly and unexpected while the Insured Person is participating in a Covered Trip.

For the Guarantee Charge Benefit, which means the charge or expense made prior to and as condition of the Insured Person's being provided with medical service or admission to the Hospital, the Insured Person must notify Axis Insurance Company through the Plan Administrator prior to admission to the Hospital or medical service facility. The following specific conditions apply:

- a) Axis Insurance Company will receive the balance of the Guarantee Charge upon discharge from the facility;
- b) Axis Insurance Company has the right to recover from the Insured Person any amount deducted from the Guarantee Charge for expenses not covered under the Plan;
- c) Axis Insurance Company reserves the right to post other forms of collateral in lieu of the Guarantee Charge.

Out of Country Medical Benefits are not payable for, and Usual and Customary Charges for Covered Medical Services do not include, any expense for or resulting from:

1. Sickness that occurs while on active duty service in the military, naval or air force of any country or international organization. Reserve or National Guard active duty training is not excluded unless it extends beyond 31 days.
2. Injury sustained while participating in professional athletics.
3. Routine physical and care of any kind.
4. Routine dental care and treatment.
5. Cosmetic or plastic surgery, except as the result of a Covered Injury.
6. Routine nursery or routine child care.
7. Any mental or nervous disorders or rest cures.
8. Eye refractions or eye examinations for the purpose of prescribing corrective lenses or for the fitting thereof; eyeglasses, contact lenses, and/or hearing aids.
9. Services, supplies, or treatment including any period of Hospital Confinement which is not recommended, approved, and certified as Medically Necessary and reasonable by a Physician, or expenses which are non-medical in nature.
10. In connection with alcoholism and drug addiction, or use of any drug or narcotic agent.
11. Expenses incurred during holiday travel, or travel for the purposes of seeking medical care or treatment, or for any other travel that is not in the course of the Policyholder's business (unless Personal Deviations are specifically covered).
12. Charges for covered Medical Expenses for which the Insured Person would not be responsible in the absence of this Condition of Coverage.
13. Motorcycle driving, scuba diving, skiing, mountain climbing, sky diving, professional or amateur racing and piloting any Aircraft.

### **Terrorism Scare Coverage: Class 1-6**

The Benefit amount shown in the *Schedule of Benefits* will be paid, subject to all applicable conditions and exclusions, if the Insured Person suffers a Covered Loss that occurs as a direct result of an act of Terrorism while the Insured Person is:

1. On the Policyholder's premises; and
2. In the course of the Policyholder's business; or
3. Commuting between home and work along the most normal and reasonable route.

Terrorism Scare means a premeditated politically motivated hostile or violent act against noncombatants committed by persons not acting on behalf of a sovereign state, or clandestine state agents.

Coverage for Terrorism Scare is specifically excluded for:

1. Covered Losses caused by or resulting from nuclear radiation or release of nuclear energy; and
2. Covered Losses caused by or resulting from exposure to chemicals, poisons, bacteria, or viruses.

### **War Risk Coverage: Class 1-6**

The Benefit amount shown in the *Schedule of Benefits* will be paid, subject to all applicable conditions and exclusions, if the Insured Person suffers a Covered Loss that occurs during war or an act of war (but not such act in which the Insured Person is an active participant) that occur:

Worldwide, excluding: the United States and its territories and possessions and the Insured Person's country of permanent residence.

### **Common Exclusions**

In addition to any benefit or coverage specific exclusion, benefits will not be paid for any loss which directly or indirectly, in whole or in part, is caused by or results from any of the following unless coverage is specifically provided in the Schedule of Benefits:

1. Intentionally self-inflicted injury, suicide, or any attempt while sane or insane.
2. Declared or undeclared war or act of war or any act of declared or undeclared war unless specifically provided by this Policy.
3. A Covered Accident or Emergency Sickness that occurs while on active duty service in the military, naval or air force of any country or international organization. Reserve or National Guard active duty training is not excluded unless it extends beyond 31 days.
4. Sickness, disease, bodily or mental infirmity, bacterial or viral infection or medical or surgical treatment thereof, (including exposure, whether or not Accidental, to viral, bacterial or chemical agents) whether the loss results directly or non-directly from the treatment except for any bacterial infection resulting from an Accidental external cut or wound or Accidental ingestion of contaminated food.

5. Flight in, boarding or alighting from, an Aircraft or any craft designated to fly above the Earth's surface that is not an Aircraft owned, leased, operated or controlled by the Policyholder, except as:
  - a. A fare-paying passenger on a regularly scheduled commercial or charter Aircraft;
  - b. A passenger in a non-scheduled, private Aircraft used for pleasure purposes with no commercial intent during the flight;
  - c. A passenger in a Military Aircraft flown by the air mobility Command or its foreign equivalent.

## Section 3. Schedule of Benefits

<u>Eligible Persons</u>	<u>Principal Sum</u>
Class 1	2 Times the Insured Person's Basic Earnings to a Maximum of \$500,000
Class 2	\$950,000
Class 3	\$950,000
Class 4	\$50,000
Class 5	\$50,000
Class 6	\$50,000

<b>Aggregate Limit of Indemnity</b>	
<b>Applies to:</b>	<b>Benefit Amount</b>
Accidental Death and Dismemberment, Coma, Paralysis or Permanent Total Disability, Air Only	\$25,500,000
War Risk Coverage	\$10,000,000

Not more than the Aggregate Limit of Indemnity specified above will be paid for all Covered Losses, Covered Accidents, Covered Injuries suffered by all Insured Persons as the result of any one Covered Accident that occurs under one of the conditions of Coverage, as specified above. This Aggregate Limit of Indemnity is payable only once, should more than one Condition of Coverage apply, the greater amount will be paid. If this amount does not allow all Insured Persons to be paid the amounts otherwise provided, the amount paid will be the proportion of the Insured Person's loss to the total of all losses, multiplied by the Aggregate Limit of Indemnity.

### Accidental Death and Dismemberment Benefits

All classes. Must occur within 365 days of the Covered Accident.

<b>Covered Loss</b>	<b>Benefit Amount</b>
Loss of Life	100% of the Principal Sum
Loss of two or more Hands or Feet	100% of the Principal Sum
Loss of use 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 speech and hearing (in both Ears)	100% of the Principal Sum
Loss of one Hand or Foot and sight in one Eye	100% of the Principal Sum
Loss of one Hand or Foot	50% of the Principal Sum
Loss of use 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 Fingers of the same Hand	25% of the Principal Sum
Loss of all four Fingers of the same Hand	25% of the Principal Sum
Loss of all the Toes of the same Foot	25% of the Principal Sum

Exposure and disappearance are included.

## **Carjacking Benefit**

Classes 1, 2, 3, and 4. Must occur within 365 days of the Covered Accident.

10% multiplied by the portion of the Benefit Amount applicable to the Covered Loss for Accidental Death and Dismemberment, Coma, Paralysis, or Permanent Total Disability, subject to a Maximum Benefit of \$50,000.

Classes 5 and 6. Must occur within 365 days of the Covered Accident.

10% multiplied by the portion of the Benefit Amount applicable to the Covered Loss for Accidental Death and Dismemberment, Coma, or Paralysis, subject to a Maximum Benefit of \$50,000.

## **Coma Benefit**

All Classes. Must occur within 30 days of the Covered Accident.

1% of Principal Sum for the first 11 months.

100% in the 12<sup>th</sup> month.

## **Hijacking and Air Piracy Benefit**

Classes 1, 2, 3, and 4. Must occur within 365 days of the Covered Accident.

10% multiplied by the portion of the Benefit Amount applicable to the Covered Loss for Accidental Death and Dismemberment, Coma, Paralysis, or Permanent Total Disability, subject to a Maximum Benefit of \$50,000.

Classes 5 and 6. Must occur within 365 days of the Covered Accident.

10% multiplied by the portion of the Benefit Amount applicable to the Covered Loss for Accidental Death and Dismemberment, Coma, or Paralysis, subject to a Maximum Benefit of \$50,000.

## **Home Alteration and Vehicle Modification Expense Benefit**

Classes 1, 2, 3, and 4.

10% multiplied by the portion of the Benefit Amount applicable to the Covered Loss for Accidental Death and Dismemberment, Coma, Paralysis, or Permanent Total Disability, subject to a Maximum Benefit of \$50,000.

Classes 5 and 6.

10% multiplied by the portion of the Benefit Amount applicable to the Covered Loss for Accidental Death and Dismemberment, Coma, or Paralysis, subject to a Maximum Benefit of \$50,000.

## Out of Country Medical Benefit

All Classes. Must occur within 30 days of the Covered Accident or the initial onset of the Emergency Sickness.

Benefit Period = 365 days from the date of the Covered Accident or initial onset of the Emergency Sickness

Medical Benefit Amount = Actual expenses for Medically Necessary Covered Medical Service(s) incurred up to \$250,000 per Insured Person per incident. Dental Treatment (Injury Only) maximum is \$5,000.

Guarantee Charge for Medical Expense or Hospital Admission Benefit = Actual expenses up to \$10,000. Maximum payable under the Medical Benefit or the Guarantee Charge for Hospital Admission Benefit will be reduced by any amounts paid or payable under the Guarantee Charge for Medical Expense Benefit.

Recovery of Benefits = Axis Insurance Company may seek to recovery any expenses for which the Insured Person is entitled to reimbursement under any other health care plan or arrangement.

## Paralysis Benefit

All Classes. Must occur within 365 days of the Covered Accident.

Type of Loss	Percentage of Principal Sum
Quadriplegia	100% of the Principal Sum
Paraplegia	75% of the Principal Sum
Hemiplegia	50% of the Principal Sum
Uniplegia	25% of the Principal Sum

## Permanent Total Disability Benefit

Class 1:

Benefit Waiting Period = 12 months

Lump Sum Benefit = 100% of the Principal Sum, maximum benefit of \$500,000

Classes 2 and 3:

Benefit Waiting Period = 12 months

Lump Sum Benefit = 100% of the Principal Sum, maximum benefit of \$950,000

Class 4:

Benefit Waiting Period = 12 months

Lump Sum Benefit = 100% of the Principal Sum, maximum benefit of \$50,000

## Rehabilitation Benefit

Classes 1, 2, 3, and 4. Must occur within 365 days of the Covered Accident.

10% multiplied by the portion of the Benefit Amount applicable to the Covered Loss for Accidental Death and Dismemberment, Coma, Paralysis, or Permanent Total Disability, subject to a Maximum Benefit of \$50,000.

Classes 5 and 6. Must occur within 365 days of the Covered Accident.

10% multiplied by the portion of the Benefit Amount applicable to the Covered Loss for Accidental Death and Dismemberment, Coma, or Paralysis, subject to a Maximum Benefit of \$50,000.

## **Other Benefits**

All Classes	
<b>Type of Benefit</b>	<b>Benefit Amount</b>
Medical Evacuation	100% of the usual and customary charges
Natural Disaster Evacuation Benefit	\$50,000 Aggregate Maximum \$1,000,000
Psychological Treatment	Must occur within 30 days of the Covered Accident 10% of the principal sum, maximum benefit of \$50,000
Repatriation	100% of the usual and customary charges
Seatbelt	10% of the Principal Sum, maximum benefit of \$50,000 (Default benefit amount = \$2,000)
Airbag	10% of the Principal Sum, maximum benefit of \$25,000 (Default benefit amount = \$2,000)
Security Evacuation	100% of the usual and customary charges

Classes 5 and 6	
<b>Type of Benefit</b>	<b>Benefit Amount</b>
Relocation Benefit	Must occur within 365 days of Covered Accident Personal Deviation – 5 days 10% of the Principal sum, maximum benefit of \$10,000

## GENERAL INFORMATION BOTH PLANS

## Section 4. Plan Administration

### Plan Names and Identification Numbers

The official names of the Plans are:

- Accident/Business Travel Accident Insurance Plan for Represented Employees  
Plan number 509
- Accident/Business Travel Accident Insurance Plan for Non-Represented Employees  
Plan number 508

### Plan Sponsor

Sandia Corporation is the Plan Sponsor. Inquiries should be directed to:

Sandia Corporation  
P.O. Box 5800, MS 1302  
Albuquerque, NM 87185-1302  
(505) 845-7138

The Employer Identification Number assigned to Sandia by the IRS is 85-0097942.

### Plan Type

The Plan is a “welfare benefit plan” pursuant to the Employee Retirement and Income Security Act of 1974 as amended (ERISA).

### Plan Year

January 1 through December 31

### Plan Administrator

Sandia Corporation, the Plan Sponsor, is the Plan Administrator.

The Plan Administrator is the named fiduciary under the Plan and is authorized to control and manage the operation and administration of the Plan. The Plan Administrator has all powers necessary to accomplish that purpose, including the power to make rules and regulations pertaining to the Administration of the Plan. The Plan Administrator’s principal duty is to see that the Plan is operated and maintained, in accordance with its terms, for the benefit of the eligible participants. The Plan Administrator has the exclusive power to administer the Plan (subject to any applicable requirements of law). The Plan Administrator’s powers include, but are not limited to, the following:

- Establishing rules and regulations that it determines to be necessary for the proper administration of the Plan;

- Resolving and interpreting, *in its sole discretion*, any and all questions with respect to the operation and the administration of the Plan, including but not limited to the eligibility of any person to participate in the Plan; and
- Delegating all or part of its duties and designating other persons to carry out any of its duties under the Plan.

### Agent for Service of Legal Process

Corporation Service company (CSC) is the agent for service of legal process. Inquiries should be directed to:

Corporation Service Company (CSC)  
2711 Centerville Road, Suite 400  
Wilmington, DE 19808

Or

125 Lincoln Avenue, Suite 223  
Santa Fe, NM 87501  
(505) 989-7500

Or

2730 Gateway Oaks Drive, # 100  
Sacramento, CA 95833  
(916) 641-5100

### Claims Administrator

The Plan Administrator names AXIS Insurance Company as Claims Administrator and grants AXIS Insurance Company discretionary authority to determine eligibility for benefits and to interpret the terms of the Plan. Using its discretionary authority, AXIS Insurance Company may also correct defects, rectify any omission, or reconcile any inconsistency or ambiguity in the Plan to the extent that they affect the eligibility for benefits or the amount thereof. Claim inquiries should be directed to:

AXIS Insurance Company  
1 University Square Drive, Suite 200  
Princeton, NJ 08540

### Plan Document – Insurance Policy

The Policy provided by AXIS Insurance Company serves as the Plan Document. Specifically for each Plan, the Policies are:

- Policy # AH-0019-0387-000-US = Accident/Business Travel Accident Insurance Plan for Represented Employees
- Policy # AH-0019-0386-000-US = Accident/Business Travel Accident Insurance Plan for Non-Represented Employees

## Section 5. Beneficiary Designation

If you are living, benefits are payable to you. Otherwise, benefits are payable to your beneficiary(ies). Your selected beneficiary(ies) for the Sandia Primary Group Term Life Insurance Plan automatically become(s) your selected beneficiary(ies) for the Sandia Group Accident Plans.

To select or change your beneficiary(ies), you must access the Beneficiary Designation website at [www.prudential.com/mybenefits](http://www.prudential.com/mybenefits). On your first use of the website, you will need to select "Register here", enter 90373 in the Control Number field, complete the required information and create a personal User ID and Password. For additional information about the Sandia Primary Group Term Life Insurance Plan and beneficiary selection, please contact Sandia HBE Customer Service at 505-844-HBES (4237) or email [hbesupport@mailps.custhelp.com](mailto:hbesupport@mailps.custhelp.com) to request a copy of that plan's Summary Plan Description and for general assistance. The Summary Plan Description is also available on [hbe.sandia.gov](http://hbe.sandia.gov).

If the beneficiary(ies) you have selected predeceases you and/or you have not completed a beneficiary election for the Sandia Primary Group Term Life Insurance Plan, your benefit will be payable to the first surviving class of the following classes of persons: spouse, child or children, parents, siblings, or your estate.

## Section 6. Claims

### Claim for Benefits

Proof of Claim forms must be sent to the Plan Administrator. Written proof of loss must be furnished to Sandia within 90 days after the date of the Covered Loss. In the case of a claim for loss of time for disability, written proof of such loss must be furnished to Sandia within 90 days after the commencement of the period for which Sandia is liable. If the loss is one for which the Policy requires continuing eligibility for periodic benefit payments, subsequent written proofs of eligibility must be furnished at such intervals as may reasonably be required. The Plan Administrator shall complete remaining parts of the form and forward the completed Proof of Claim form to the Claims Administrator. The Claims Administrator shall have 90 days from the receipt of the completed Proof of Claim form to make a claim determination. The 90 day period shall commence when the Claims Administrator receives all documents necessary to evaluate the claim. The Claims Administrator may request an additional 90 days to review the claim if special circumstances shall arise. If the Claims Administrator shall require the 90 day extension, it shall notify the claimant within the original 90 day period. The notice, which may be in writing or sent electronically, shall include the special circumstances requiring the extension and the date before which a decision will be rendered.

### Adverse Benefits Determination

The Claims Administrator shall provide written or electronic notification of any adverse benefit determination. The notice will state, in a manner calculated to be understood by the claimant:

- a. The specific reason or reasons for the denial of benefits;
- b. Reference to the specific plan or policy provision on which the determination is based;
- c. A description of any additional material or information necessary for the claimant to perfect the claim and an explanation of why such material or information is necessary;
- d. A statement that the claimant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the claimant's claim for benefits;
- e. An explanation that the claimant may appeal the decision by filing an appeal within sixty (60) days from receipt of the adverse benefit determination; and
- f. A description of the appeal procedures and time limits applicable to such procedures including a statement that if the appeal is upheld on review, the claimant has the right to bring a civil action under Section 502(a) of ERISA.

### Appeals

If a claimant believes their claim was denied in error, they may appeal the decision to the Plan. The claimant has 60 days after receiving a claim denial to appeal the Plan's decision. The claimant may submit written comments, documents, and or other information in support of the appeal and have access, upon request, to all relevant documents free of charge. The review of the claim denial will take into account all new information, whether or not presented or

available at the initial claim review, and will not be influenced by the initial claim decision. Either a review committee or an individual will conduct the appeal review. If the claim is reviewed by an individual, such person will 1) be different from the individual who make the initial claim determination, and 2) will not work under the original decision maker's authority.

The Claims Administrator shall make a decision on appeals within sixty (60) days of the receipt of the appeal. If a decision cannot be rendered within sixty days, written notification will be sent to the claimant indicating why the decision cannot be made within this timeframe and providing a date by which a decision will be rendered.

If the original adverse benefit determination is upheld, the Claims Administrator shall notify the claimant electronically or in writing. Such notification shall include:

- a. The specific reason or reasons for the decision;
- b. Reference to specific policy provisions on which the benefit determination is based;
- c. Any internal rule, guideline, protocol or other similar criterion that was relied upon in making the determination; and
- d. A statement that the claimant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records and other information relevant to the claimant's claim for benefits.

## Section 7. Termination of Coverage

Your coverage will terminate at the earliest of:

1. The date you are no longer in an Eligible Class.
2. The date you or your relative employed by Sandia enters full time active duty in any Armed Forces. Active duty does not include Reserve or National Guard duty for training unless it extends beyond 31 days.
3. The date the applicable Sandia Group Accident Plan is discontinued.

Sandia expects to continue these benefit Plans indefinitely, but reserves the right to amend or terminate them at any time, subject to applicable collective bargaining agreements.

## Section 8. Statement of ERISA Rights

As a participant in the Plan, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974, as amended (“ERISA”). ERISA provides that all Plan participants shall be entitled to:

### Receive Information About Your Plan Benefits

Plan participants may:

- Examine, without charge, at the Plan Administrator’s office and at other specified locations, such as worksites and union halls, all documents governing the Plan, including insurance contracts and a copy of the latest annual report (Form 5500 Series) filed by the plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.
- Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Plan, including insurance contracts, a copy of the latest annual report (Form 5500 Series) and updated Summary Plan Description (SPD). The Plan Administrator may make a reasonable charge for the copies.
- Receive a copy of the Plan’s Summary Annual Report if such is required by ERISA to be prepared. If a Summary Annual Report is required, the Plan Administrator is required by law to furnish each participant with a copy.

### Prudent Actions by Plan Fiduciaries

In addition to creating rights for Plan Participants, ERISA imposes duties upon the people who are responsible for the operation of this Plan. The people who operate your Plan, called “fiduciaries” of the Plan, have a duty to do so prudently and in the interest of you and other Plan participants and beneficiaries. No one, including your employer, your union, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a Plan benefit or exercising your rights under ERISA.

### Enforce Your Rights

If your claim for a welfare benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules. Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of Plan Documents or the latest annual report from the Plan and do not receive them within 30 days, you may file suit in a Federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Plan Administrator. If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in Federal or state court after exhausting the appeals mechanisms provided in the Plan. If it should happen that Plan fiduciaries misuse the Plan’s money, or if you are discriminated against for asserting

your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a Federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

### [Assistance with your Questions](#)

If you have any questions about your Plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor (listed in your telephone directory) or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, DC 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

# Summary of Material Modifications – Effective June 21, 2016 to the Summary Plan Descriptions – Revised January 1, 2016

## Introduction

Effective June 21, 2016, the following sections of the Sandia Accident/Business Travel Accident Insurance Plans Summary Plan Description (SPD) were modified as indicated.

## Modifications to Plan for Represented Employees

### Section 1. Eligibility

#### Eligible Person (SPD Page 7)

Current SPD: Class 4: All represented active employees of the Policyholder designated as members of the Emergency Response Team whose names are on file with the Policyholder.

Clarification added: Emergency Response Team members are those employees whose names are on file with the Policyholder as part of the Nuclear Counter-Terrorism and Incident Response Program.

#### Effective Date of Coverage

##### Active Service (SPD Page 7)

1. Current SPD: One of the Policyholder's scheduled work days on which the employee is performing their regular duties on a full or part-time basis, either at one of the Policyholders' usual places of business or at some other location to which the Policyholder's business requires the employee to travel;

Clarification added: Scheduled work days include time outside a represented employee's regular work schedule for which the employee is eligible for regular or overtime compensation in accordance with provisions of the applicable bargaining agreement.

## **Section 2. Payment of Benefits**

### **Common Exclusions (SPD Page 10)**

1. Current SPD: Intentionally self-inflicted injury, suicide, or any attempt while sane or insane.

Modification: This exclusion is waived for members of Class 4, Emergency Response Team, when such injury or suicide is committed in the face of immediate threat of death or torture by another person arising out of or relating to the Insured Person's employment with the Policyholder, or when the Insured Person is in an isolated area where no adequate assistance is available in order to end insupportable suffering caused by a Covered Accident.

- 5.c. Current SPD: Flight ..., except as: A passenger in a Military Aircraft flown by the Air Mobility Command or its foreign equivalent.

Clarification added: A passenger in a Military Aircraft flown by the Air Mobility Command or a government-owned aircraft or their foreign equivalents.

# Modifications to Plan for Non-Represented Employees

## Section 1. Eligibility

### Eligible Person (SPD Page 14)

Current SPD: Class 3: All non-represented active employees of the Policyholder designated as members of the Emergency Response Team whose names are on file with the Policyholder.

Clarification Added: Emergency Response Team members are those employees whose names are on file with the Policyholder as part of Nuclear Counter-Terrorism and Incident Response Program.

## Effective Date of Coverage

### Active Service (SPD Page 14)

1. Current SPD: One of Policyholder's scheduled work days on which the employee is performing their regular duties on a full or part-time basis, either at one of the Policyholders' usual places of business or at some other location to which the Policyholder's business requires the employee to travel;

Clarification added: Scheduled work days include time outside an employee's regular work schedule which is for an exempt employees' work requirements or for which a non-exempt employee is eligible for regular or overtime compensation.

## Section 2. Payment of Benefits

### Conditions of Coverage

#### Out of Country Medical Coverage (SPD Page 18)

Current: Out of Country Medical benefits are not payable for, and Usual and Customary charges for Covered Medical Services do not include, any expense for or resulting from:

13. Motorcycle driving, scuba diving, skiing, mountain climbing, sky diving, professional or amateur racing and piloting any Aircraft.

Modification: Mountain climbing is removed from this exclusion list.

#### Terrorism Scare Coverage (SPD Page 19)

Current: Coverage for Terrorism Scare is specifically excluded for:

1. Covered Losses caused by or resulting from nuclear radiation or release of nuclear energy; and
2. Covered Losses caused by or resulting from exposure to chemicals, poisons, bacteria, or viruses.

Modification: Terrorism Scare exclusions are waived for members of Class 3, Emergency Response Team

## Common Exclusions (SPD Page 19 - 20)

1. Current SPD: Intentionally self-inflicted injury, suicide, or any attempt while sane or insane.

Modification: This exclusion is waived for members of Class 3, Emergency Response Team, when such injury or suicide is committed in the face of immediate threat of death or torture by another person arising out of or relating to the Insured Person's employment with the Policyholder, or when the Insured Person is in an isolated area where no adequate assistance is available in order to end insupportable suffering caused by a Covered Accident.

- 5.c. Current SPD: Flight ..., except as: A passenger in a Military Aircraft flown by the Air Mobility Command or its foreign equivalent.

Clarification added: A passenger in a Military Aircraft flown by the Air Mobility Command or a government-owned aircraft or their foreign equivalents.

# Appendices

## Appendix A. Important Notices for Residents of Certain States

- ❖ ***In General, and specifically for residents of Arkansas, Louisiana, Rhode Island and West Virginia:*** Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.
- ❖ ***For Residents of Alabama:*** Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to restitution fines and confinement in prison, or any combination thereof.
- ❖ ***For residents of Colorado:*** It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado division of insurance within the department of regulatory agencies.
- ❖ ***For residents of the District of Columbia:*** WARNING: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.
- ❖ ***For residents of Florida:*** Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.
- ❖ ***For residents of Kentucky:*** Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.
- ❖ ***For residents of Maine, Tennessee, Virginia and Washington:*** It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.
- ❖ ***For residents of Oregon:*** Any person who knowingly and willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly or willfully presents false information in an application for insurance may be guilty of a crime and may be subject to fines and confinement in prison.
- ❖ ***For residents of Maryland :*** Any person who knowingly or willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly or willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.
- ❖ ***For residents of New Jersey:*** Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.
- ❖ ***For residents of New Mexico:*** Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or state of claim containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

- ❖ ***For residents of New York:*** Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.
- ❖ ***For residents of Ohio:*** Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.
- ❖ ***For residents of Oklahoma:*** WARNING: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.
- ❖ ***For residents of Pennsylvania:*** Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

# Appendix B. HIPPA Privacy Notice – AXIS Insurance Company



## HIPAA PRIVACY NOTICE

Effective June 1, 2011

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

AXIS Insurance Company values its relationship with you. Protecting the privacy of the information we have about you is of great importance to us. We want you to understand how we protect the confidentiality of information as well as how and why we use and disclose it. We are required by law to maintain the privacy of protected health information and to provide you with notice of our legal duties and privacy practices with respect to this information. "Protected health information" includes any individually identifiable information that we obtain from you or others that relates to your physical or mental health, the health care you have received, or payment for your healthcare.

This privacy policy applies to student health policies underwritten by AXIS Insurance Company. This notice explains your rights. It also explains our legal duties and privacy practices. We are required by federal law to give you this notice. We reserve the right to change the terms of this notice, and should that occur, we will provide you with a copy of the new notice.

### **HOW WE MAY USE AND DISCLOSE YOUR PROTECTED HEALTH INFORMATION**

We use and disclose your Protected Health Information (PHI) for the purposes of your treatment, for payment and for health care operations. Not every use or disclosure in a category is listed. However all of the ways that we may use or disclose PHI will fall within one of these categories.

**Your Authorization:** Except as outlined below, we will not use or disclose your PHI for any purpose unless you have signed a form authorizing use or disclosure. You may take away this authorization at any time, in writing. We will then stop using your PHI for that purpose. But, if we have already used or shared your PHI based on your authorization, we cannot undo any actions we took before you told us to stop.

**For Payment:** We use and disclose PHI as necessary for payment purposes. For example, we may use your PHI to process a claim or may give information to a doctor's office to confirm your benefits.

**For Health Care Operations:** We use and disclose PHI for our health care operations such as customer service, premium rating, fraud and abuse prevention and detection, and other functions related to your health policy. For example, we may use PHI to review the quality of care and services you get. We may also use PHI to provide you with case management or care coordination services.

**For Treatment Activities:** We do not provide treatment. This is the role of a health care provider such as your doctor or a hospital. But, we may share PHI with your health care provider so that the provider may treat you.

**To Others:** You may authorize us in writing to give your PHI to someone else for any reason. Also, if you are present, and provide authorization, we may give your PHI to a family member, friend or other person. We would do this if it has to do with your current treatment or payment for your treatment. If you are unavailable, incapacitated, or facing an emergency medical situation, we may share limited PHI with a family member, friend or other person if sharing your PHI is in your best interest.

**As Allowed or Required by Law:** We may also use or disclose your PHI, as allowed by federal law, for many types of activities. PHI can be shared for health oversight activities. It can also be shared for judicial or administrative proceedings, with public health authorities, for law enforcement reasons, and to coroners, funeral directors or medical examiners (about decedents). PHI can also be shared for certain reasons with organ donation groups, for research, and to avoid a serious threat to health or safety. It can be shared for special government functions, for workers' compensation, to respond to requests from the U.S. Department of Health and Human Services and to alert proper authorities if we reasonably believe that you may be a victim of abuse, neglect, domestic violence or other crimes. PHI can also be shared for any purpose as required by law.

We may share PHI with the sponsor of the plan or use in the administration of the plan. Plan sponsors that receive PHI are required by law to have controls in place to keep it from being used for reasons that are not proper.

## **YOUR HIPAA PRIVACY RIGHTS**

### **Access to Your PHI**

You have the right to obtain a copy and inspect specific items of your PHI, such as your policy or claim information, for as long as we maintain it. We may deny your request to access certain PHI, as permitted or required by law. We may require your request for access in writing. Your request for access should contain as much detail as possible regarding the PHI you wish to review. We may charge a reasonable fee for access to your PHI.

### **Amendments to Your PHI**

You have the right to request that the PHI we maintain about you be amended or corrected if you believe it is incorrect. We are not legally obligated to make all requested amendments but will give each request appropriate consideration. Requests for amendment must be in writing and must state the reasons for the amendment request.

### **Accounting for Disclosures of Your PHI**

You have the right to request an accounting of certain disclosures made by us of your PHI. Examples of disclosures that we are required to account for include those to state insurance departments, pursuant to valid legal process, or for law enforcement purposes. Requests must be made in writing.

We are not legally obligated to provide an accounting of every disclosure but will give each request appropriate consideration. The accounting will not include disclosures made prior to June 1, 2011.

### **Restrictions on Uses and Disclosures of Your PHI**

You have the right to request restrictions on certain uses and disclosures of your PHI for treatment, payment, or health care operations by notifying us of your request for a restriction in writing. We are not legally required to agree to your restriction request but will give each request appropriate consideration.

### **Confidential Communication of PHI**

You have the right to request to receive communications from us regarding your PHI by another method of contact or at an alternative address. We will accommodate reasonable requests, which must clearly state that disclosure of all or part of the information could endanger your health or safety.

### **Right to a Copy of the Notice**

You have the right to a paper copy of this Notice upon request by contacting us at the telephone number or address below.

### **Potential Impact of Other Applicable Laws**

HIPAA (the federal privacy law) generally does not preempt, or override other laws that give people greater privacy protections. As a result, if any state or federal privacy law requires us to provide you with more privacy protections, then we must also follow that law in addition to HIPAA.

### **Complaints**

If you think we have not protected your privacy, you can file a complaint with us. You may also file a complaint with the Office for Civil Rights in the U.S. Department of Health and Human Services in Washington, D.C. We will not take action against you for filing a complaint.

### **Contact Information**

If you have questions or need further assistance regarding this Notice, or wish to exercise any of the abovementioned rights, you may write to us at:

AXIS Insurance Company  
1 University Square Drive, Suite 200  
Princeton, NJ 08540  
888.870.AXIS (2947)

General questions - please send to [USSales.AccHealth@axiscapital.com](mailto:USSales.AccHealth@axiscapital.com)

Please include your name, address, plan sponsor, and policy number in any correspondence.