

**THIS NOTICE DESCRIBES HOW YOUR NONPUBLIC PERSONAL INFORMATION IS USED, SAFEGUARDED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY.**

This Notice applies to your Nonpublic Personal Information, including your Protected Health Information (collectively referred to herein as "Information") in association with insurance products issued by First Chicago Insurance Company ("FCIC"). This Notice describes how FCIC uses, safeguards, and discloses your Information, as required by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as amended, and other applicable law. You may obtain a paper copy of this Notice at any time, even if you have already requested such copy by e-mail or other electronic means. Please contact us and we will mail it to you.

**Definitions**

**"Information"** – means Nonpublic Personal Information, such as name, address, social security number, date of birth, and benefits, along with the Protected Health Information, about an individual that is created or obtained by FCIC, such as through applications and other forms and an individual's transactions with us and our affiliates regarding matters such as policy coverage, premiums, and payment history, which identifies an individual or comprises items that may be used to identify an individual and which relate to (a) the past, present or future physical or mental health condition of the individual; (b) the provision of health care to the individual; or (c) the past, present or future payment for the provision of health care to the individual.

**"Health Plans"** – means only those plans defined as such under HIPAA and generally include the following individual and group products: major medical, Medicare supplement, hospital indemnity, long term care, dental, specified disease, such as cancer, HMO plans, and similar plans and pharmacy benefit plans.

**Our Responsibilities:** We are required by applicable federal and state law to maintain the privacy of your protected health information. "Protected Health Information" (PHI) is information about you, including demographic information, that may identify you and that relates to your past, present or future physical or mental health or condition and related health care services. We are also required to give you this notice about our privacy practices, our legal duties, and your rights concerning your PHI. We must follow the privacy practices that are described in this notice while it is in effect. This notice takes effect September 23, 2013 and will remain in effect until we replace it. We reserve the right to change our privacy practices and the terms of this notice at any time, provided such changes are permitted by applicable law. We reserve the right to make the changes in our privacy practices and the new terms of our notice effective for all PHI that we maintain, including PHI we created or received before we made the changes. Before we make a significant change in our privacy practices, we will change this notice and make the new notice available pursuant to The Change To This Notice section. For more information about our privacy practices, or for additional copies of this notice, please contact us using the information listed at the end of this notice.

**Uses and Disclosures of Information with Your Written Authorization**

Except as described in the next section of this Notice, we will not use or disclose your Information for any purpose unless you have signed a form authorizing the use or disclosure of it. You have the right to revoke that authorization in writing at any time. However, any action FCIC or others have already taken in reliance on the authorization cannot be changed.

**Uses and Disclosures of Information without Your Written Authorization**

**For Treatment:** We may use or disclose your PHI to a physician or other health care provider providing treatment to you. We may use or disclose your PHI to a health care provider so that we can make prior authorization decisions under your benefit plan.

**For Payment:** We may use and/or disclose your Information without your written authorization as necessary for payment purposes. For example, we may use your information for medical treatment to process and pay claims, to determine whether services are medically necessary or to otherwise pre-authorize or certify services as covered under your Insurance Plan. We may also disclose your Information for payment purposes to a health care provider or another Health Plan issued by a different insurance company or PPO.

**For Health Care Operations:** We may use and disclose your Information without your written authorization as necessary for our health care operations. We restrict your Information to those employees who need it to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with state and federal rules to guard your Information. Health care operations include a wide range of our usual business activities, like business management, accreditation and licensing, underwriting, compliance, and other functions related to your Health Plan. We will not use or disclose your genetic information for underwriting purposes.

**To Individuals Involved In Your Care:** In certain limited circumstances, we may, without your written authorization, disclose your Information to a family member, other relative, your close personal friend or any other person you may identify. In these circumstances, we would only disclose that Information which is directly relevant to that person's involvement with your care or with payment for your care.

Without your written authorization, we may also disclose your Information to a family member, your personal representative or another person responsible for your care to notify them of your location, general condition or death or to assist any of those persons in identifying or locating you.

If you are present when we propose to make such a disclosure or are otherwise available prior to the disclosure and have the capacity to make health care decisions, we will only disclose your Information if; (a) we obtain your agreement; (b) provide you an opportunity to object and you do not; or (c) we reasonably infer from the circumstances, based on the exercise of professional judgment that you do not object to the disclosure. If you are not present, are incapacitated, or it is an emergency when we propose to make such a disclosure, we may make the disclosure if, in the exercise of our professional judgment, we determine that it is in your best interests to do so.

We may also disclose limited Information to a public or private entity that is authorized to assist in disaster relief efforts in order for that entity to locate a family member or other persons that may be involved in some aspect of caring for you.

**Disaster Relief:** We may use or disclose your PHI to a public or private entity authorized by law or by its charter to assist in disaster relief efforts.

**Health Related Services:** We may use your PHI to contact you with information about health-related benefits and services or about treatment alternatives that may be of interest to you. We may disclose your PHI to a business associate to assist us in these activities.

**Public Benefit:** We may use or disclose your PHI as authorized by law for the following purposes deemed to be in the public interest or benefit: as required by law; for public health activities, including disease and vital statistic reporting, child abuse reporting, certain Food and Drug Administration (FDA) oversight purposes with respect to an FDA regulated product or activity, and to employers regarding work-related illness or injury required under the Occupational Safety and Health Act (OSHA) or other similar laws; to report adult abuse, neglect, or domestic violence; to health oversight agencies; in response to court and administrative orders and other lawful processes; to law enforcement officials pursuant to subpoenas and other lawful processes, concerning crime victims, suspicious deaths, crimes on our premises, reporting crimes in emergencies, and for purposes of identifying or locating a suspect or other person; to avert a serious threat to health or safety; to the military and to federal officials for lawful intelligence, counterintelligence, and national security activities; to correctional institutions regarding inmates; and as authorized by and to the extent necessary to comply with state worker's compensation laws.

**Highly Confidential Information:** Federal and applicable state laws may require special privacy protections for highly confidential information about you. "Highly confidential information" may include confidential information under Federal law governing alcohol and drug abuse information as well as state laws that often protects the following types of information:

1. HIV/AIDS;
2. Mental health;
3. Genetic tests;
4. Alcohol and drug abuse;
5. Sexually transmitted diseases and reproductive health information;
- and
6. Child or adult abuse or neglect, including sexual assault.

**To Our Business Associates:** Certain aspects and components of our services are performed through contracts with outside persons or organizations, which may retain the data. Examples of these outside persons and organizations include our duly appointed independent insurance agents, quality accreditation services, actuarial and underwriting services, reinsurers, criminal detection and legal services, enrollment and billing services, claim payment and medical management services, and collection agencies. At times we may provide your Information without your written authorization to one or more of these outside persons or organizations who assist us with our payment or health care operations. In all cases, we require these business associates to appropriately safeguard the privacy of your information. We may also disclose your Information to nonaffiliated third parties, as applicable, as permitted by law.

**Fundraising:** We may use or disclose your demographic information in order to contact you for our fundraising activities. For example, we may use the dates that you received treatment, the department of service, your treating physician, outcome information and health insurance status to identify individuals that may be interested in participating in fundraising activities. If you do not want to receive these materials, notify the Privacy Officer listed at the bottom of this Privacy Notice and we will stop any further fundraising communications. Similarly, you should notify the Privacy Officer if you decide you want to start receiving these solicitations again.

**Marketing:** Provided we do not receive any payment for making these communications, we may contact you to give you information about products or services related to your treatment, case management or care coordination, or to direct or recommend other treatments, therapies, health care providers or settings of care that may be of interest to you. We may similarly describe products or services provided by FCIC. We may also encourage you to maintain a healthy lifestyle and get recommended tests, participate in a disease management program, provide you with small gifts, tell you about government sponsored health programs or encourage you to purchase a product or service when we see you, for which we may be paid. Finally, we or one of our Business Associates may receive compensation, which covers our cost of reminding you to take and refill your medication, or otherwise communicate about a drug or biologic that is currently prescribed for you. We will not otherwise use or disclose your medical information for marketing purposes or accept any payment for other marketing communications without your prior written authorization. The authorization will disclose whether we receive any compensation for any marketing activity you authorize, and we will stop any future marketing activity to the extent you revoke that authorization.

**Sale of Health Information:** We will not sell your health information without your prior written authorization. The authorization will disclose that we will receive compensation for your health information if you authorize us to sell it, and we will stop any future sales of your information to the extent that you revoke that authorization.

**Psychotherapy Notes:** We will not use or disclose your psychotherapy notes without your prior written authorization except for the following: 1) use by the originator of the notes for your treatment, 2) for training our staff and other trainees, 3) to defend ourselves if you sue us or bring some other legal proceeding, 4) if the law requires us to disclose the information to you or the Secretary of HHS or for some other reason, 5) in response to health oversight activities concerning your psychotherapist, 6) to avert a serious and imminent threat to health or safety, or 7) to the coroner or medical examiner after you die. To the extent you revoke an authorization to use or disclose your psychotherapy notes, we will stop using or disclosing these notes.

#### **Your Rights**

**Right to Inspect and Copy Your Information:** You have the right to inspect and/or receive a copy of your Information, other than psychotherapy notes. All requests for access must be made in writing and signed by you or your representative. We may charge you a per-page fee and/or an administrative fee for the request and will inform you of the fee before we process your request. We may also charge you for any postage costs associated to your request for a mailed copy of your Information. FCIC may deny an individual access to their Information for certain specific reasons, which will be made available in writing at the time of the denied request. FCIC will also provide you with information about how you can file an appeal if you are not satisfied with our decision. You may obtain an access request form by contacting us by mail, or by telephone, at the contact listed at the end of this Notice. FCIC does not keep complete copies of your medical record. If you would like a copy of your medical record, contact your doctor and provide him/her with a written request for the record. Your doctor may also charge you a fee for the cost of copying and/or mailing the record.

**Right to Amend Your Information:** You have the right to request that we amend or correct the Information we maintain about you. We are not obligated to make any amendments but will give each request careful consideration. All amendment requests, in order to be considered by FCIC, must be in writing, signed by you or your representative, and must state the reasons for the amendment request. You may obtain an amendment request form by contacting us through the mail, telephone, or fax listed at the end of this Notice. If the amendment request is part of your medical record, you will need to contact the doctor who wrote the record and request a change. Once the medical record has been changed, have your doctor send a copy to FCIC for our files.

**Right to Request Confidential Communications:** You have the right to request to receive communications from us regarding your Information by alternative means or at alternative locations. For instance, you may ask that messages not be left on voice mail or that correspondence not be sent to a particular address. We will accommodate your request. You may request such confidential communication in writing and may send your request to the contact identified at the end of this Notice.

**Disclosure Accounting:** You have the right to receive a list of instances for the 6- year period, but not before April 14, 2003 in which we or our business associates disclosed your PHI for purposes, other than treatment, payment, health care

operations, or as authorized by you, and for certain other activities. If you request this accounting more than once in a 12-month period, we may charge you a reasonable, cost-based fee for responding to these additional requests. We will provide you with more information on our fee structure at your request.

**Right to Request Restrictions on Use and Disclosure of Your Information:** You have the right to request restrictions on some of our uses and disclosures of your Information for medical treatment, payment, or health care operations by notifying us of your request for a restriction in writing mailed to the contact identified at the end of this Notice. Your request must describe in detail the restriction you are requesting. We are not required to agree to your restriction request but will attempt to accommodate your requests. We retain the right to terminate an agreed-to restriction. In the event of a termination by us, we will notify you of such termination, but the termination will only be effective for Information we receive after we have notified you of the termination. You also have the right to terminate, in writing or orally, any agreed-to restriction by contacting us using the contact identified at the end of this Notice.

**Right to Request Special Restrictions on Out-of-Pocket Services:** If you tell us not to disclose information concerning health care items or services for which you paid for in full out-of-pocket, we will abide by your request, unless we must disclose the information for treatment or legal reasons.

**Right to be Notified of a Breach:** In the case of a breach of unsecured protected health information, we will notify you as required by law. If you have provided us with a current e-mail address, we may use e-mail to communicate information related to the breach. In some circumstances, our business associate may provide the notification. We may also provide notification by other methods as appropriate.

**Complaints:** If you believe your privacy rights have been violated, you can file a complaint with FCIC or with the Secretary of the U.S. Department of Health and Human Services. To file a complaint with FCIC, send it in writing to the contact identified at the end of this Notice. There will be no retaliation for filing a complaint.

**Changes To This Notice:** This notice takes effect September 23, 2013. We are required to abide by the terms of this Notice for as long as it remains in effect. We reserve the right to change the terms of this Notice and to make a new Notice effective for all Information maintained by us, including Information, which was received by us before the effective date of the new Notice. If we do revise our Privacy Notice, copies will be sent to you if you have an active FCIC Plan.

**Contact Information:** If you have questions or need further assistance regarding this Notice, you may contact:

First Chicago Insurance Company Attn: Privacy Officer  
6640 S. Cicero Avenue  
Bedford Park, IL 60638  
800-875-4422 or fax to 708-475-6120

#### **FINANCIAL INFORMATION PRIVACY NOTICE**

We are committed to maintaining the confidentiality of your personal financial information. For the purposes of this notice, "personal financial information" means information, other than health information, about an enrollee or an applicant for health care coverage that identifies the individual, is not generally publicly available and is collected from the individual or is obtained in connection with providing health care coverage to the individual.

We collect personal financial information about you from the following sources:

- Information we receive from you on applications or other forms, such as name, address, age and social security number; and
- Information about your transactions with us, our affiliates or others, such as premium payment history.

We do not disclose personal financial information about our enrollees or former enrollees to any third party, except as required or permitted by law.

We restrict access to personal financial information about you to employees and service providers who are involved in administering your health care coverage and providing services to you. We maintain physical, electronic and procedural safeguards that comply with federal standards to guard your personal financial information.