

COLORADO

CELTIC

## CelticSaver HSA Health Plan

UNDERWRITTEN BY CELTIC INSURANCE COMPANY, CHICAGO, IL

#2048780

HSA 3.0

Please print in ink

<b>Requested Effective Date:</b> NOTE: the 29, 30 and 31 of the month are not eligible as effective dates. Application is valid within 60 days from the signature date. MO. / DAY / YR.	<b>Please check if this application is for:</b> <input type="checkbox"/> New Applicant <input type="checkbox"/> Add Dependent <input type="checkbox"/> Plan Change <input type="checkbox"/> Reapply
<b>Initial Payment Method:</b> One month/quarter premium (Complete Section 4): <input type="checkbox"/> Credit card (including Check/Debit cards) <input type="checkbox"/> Check <input type="checkbox"/> Bill me later - online application only	<b>Subsequent Payment Schedule:</b> <input type="checkbox"/> Monthly Automatic Pay - One month premium required (Complete Section 4) <input type="checkbox"/> Monthly Billing* - One month premium required <input type="checkbox"/> Quarterly Billing* - Three months premium required *\$10 billing fee per month or quarter
<b>Health Savings Account Information:</b> Does the applicant want to open the savings account portion with this HSA-eligible health plan? <input type="checkbox"/> Yes+ <input type="checkbox"/> No <b>*If "Yes" please complete the enclosed HSA enrollment form. A \$5 maintenance fee will be administered per month after your account is opened.</b>	
<b>Total Payment Submitted</b> (Application fee waived for online application, <a href="http://www.celtic-net.com">www.celtic-net.com</a> ): \$ _____ /Monthly + \$25.00 One-time, non refundable Application Fee = \$ _____ Total Payment submitted \$ _____ /Quarterly + \$25.00 One-time, non refundable Application Fee = \$ _____ Total Payment submitted	
<b>Have you and/or any dependent to be covered previously applied for insurance with Celtic Insurance Company?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No    If "Yes," provide policy or certificate # _____	

**SECTION 1: GENERAL INFORMATION**

If child-only coverage is being requested, the child is the primary applicant and a separate application must be completed for each child.

<b>Primary Applicant's Name</b> (Primary Applicant cannot be claimed as a dependent on any tax return):				<b>Sex:</b> <input type="checkbox"/> Male <input type="checkbox"/> Female	
First	Middle	Last			
<b>Birth Date:</b> / /	<b>Age:</b>	<b>Social Security Number:</b>	<b>Height:</b> ft.    in.	<b>Weight:</b> lbs.	
<b>Email Address:</b>			<b>Marital Status:</b> <input type="checkbox"/> Single <input type="checkbox"/> Married <input type="checkbox"/> Divorced <input type="checkbox"/> Widowed		
<b>Home Phone Number:</b> ( ) ( )		<b>Phone Number during regular business hours:</b> ( ) ( )		<b>Occupation:</b> ( Position and Type of Business)	
<b>Best Time To Call:</b> a.m.    p.m.	<b>Primary Applicant's Residential Address:</b>				
	<b>Primary Applicant's Mailing Address:</b>				
		Street	City	State	Zip
<b>Are you self employed?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No			<b>If Yes, hours worked per week</b> _____		

**GUARDIAN INFORMATION** (For Applicants under 18 years of age):

<b>Guardian's Name:</b> (with whom the child resides):		<input type="checkbox"/> Parent	<input type="checkbox"/> Legal Guardian
		<input type="checkbox"/> Grandparent	<input type="checkbox"/> Other _____
First	Middle	Last	

**BILLING INFORMATION** If different from Applicant's Home Address (Please send bills to):

<b>Name and Billing Address:</b>			
Name	Street	City	State, Zip
<b>Relationship to Applicant:</b> <input type="checkbox"/> Self <input type="checkbox"/> Parent <input type="checkbox"/> Legal Guardian <input type="checkbox"/> Other _____			
<b>Does the payor want to include other family members on one billing statement?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No If "Yes," the Family Billing Statement Form needs to be completed, dated, signed and submitted with the application.			



## SECTION 2: HEALTH AND OCCUPATION QUESTIONS

### HEALTH QUESTIONS

For this insurance to be issued, the answers to the following health questions must be true, complete, and accurately recorded. All health information must be provided in Section 3 of this application, and Celtic Insurance Company must approve this application. No one may change this requirement in any way. If any information on any form is misstated or omitted, coverage may later be rescinded. Rescission voids coverage from the effective date, and any premiums already paid will be refunded, minus any claims already paid. No payments will be made for any claims submitted, whether or not the treatment was related to the condition that was omitted or misstated. **PLEASE DO NOT MARK OVER OR STRIKE OUT ANY SIGNATURE, DATE OR HEALTH QUESTION INFORMATION.** (Any changes, corrections or alterations must be initialed and dated by the primary applicant.)

YES     NO

#### 1. PREGNANCY

Are you, your spouse or any dependent, whether to be covered or not, now pregnant or an expectant parent or have an adoption pending?  
(If "YES," this coverage cannot be provided.)

YES     NO

#### 2. GENERAL HEALTH

a. Within the last 5 years, has anyone to be insured been counseled or advised that they have or may have had any disease, disorder, impairment, deformity, familial or congenital abnormality, injury or any chronic or untreatable condition whether active or in remission?

YES     NO

b. Does anyone to be insured have a prosthetic device or implant (including breast implants)?

YES     NO

c. Have you or any dependent to be insured used any type of tobacco product in the past 12 months?

If "Yes," check all who apply:     Applicant     Spouse     Dependent(s)

YES     NO

d. Have you or any of your dependents been prescribed any medications in the last 12 months?

#### 3. SPECIFIC HEALTH CONDITIONS

Within the last 5 years, have you or any dependent(s) to be insured ever been treated for, had symptoms of, or been advised or counseled that they have or may have had: (Y=Yes and N=No)

**Y N**

a.   Heart condition, (including chest pains or a heart murmur), stroke, high blood pressure or other circulatory disorder

b.   Blood disorder

c.   Diabetes

d.   Cancer, tumor or cyst

e.   Liver, kidney, genital or urinary tract disorder

f.   Any disease or disorder of the reproductive system including infertility, complications of pregnancy, sexual dysfunction or sexually transmitted disease(s)

g.   Elevated Cholesterol

h.   Neurological disorders or condition

i.   Migraines

**Y N**

j.   Seizures or other nervous system disorder

k.   Arthritis, fibromyalgia, gout, back, spine, joint or other musculoskeletal system disorder

l.   Chronic Fatigue Syndrome

m.   Digestive system disorder

n.   Asthma, allergies or other respiratory disorder

o.   Eye, ear or skin disorders

p.   Alcohol, substance or drug abuse or dependence.

q.   Emotional, psychological, psychiatric or nervous condition or disorder

r.   Thyroid disorder

#### 4. RECENT MEDICAL TREATMENT

a. Within the past 24 months, have you or any dependent(s) to be insured undergone or been advised or recommended for: (Y=Yes and N=No)

**Y N**

Lab work or tests

Hospitalization

Surgery or surgical consultation

Treatment for any condition(s)

**Y N**

Psychological or marital counseling

Physical, occupational, or disability therapy

Second opinion from another physician

**SECTION 2: HEALTH AND OCCUPATION QUESTIONS (continued)**

YES  NO **b.** Are you or any dependent(s) to be insured scheduled for or awaiting the results of any tests, biopsies, procedures or lab work?

YES  NO **5. IMMUNE SYSTEM DISORDER**  
Have you or any dependent(s) to be insured ever been treated for or diagnosed as having Acquired Immune Deficiency Syndrome (AIDS), diseases associated with AIDS or other immune system disorders, or ever tested positive for antibodies to the Human Immunodeficiency Virus (HIV)?

YES  NO **6. OCCUPATION/AVOCATION QUESTION**  
Do you or any dependent(s) to be insured participate in or work in any of the following occupations/avocations?

- |                      |                          |                                  |
|----------------------|--------------------------|----------------------------------|
| Bartending           | Modeling                 | Professional fire fighting       |
| Crop dusting         | Motorized vehicle racing | Professional sports or athletics |
| Hazardous materials  | Musician                 | Roofing                          |
| Inter-state trucking | Off-shore drilling       |                                  |
| Mining               | Police                   |                                  |

If "Yes," please provide the name(s) of each person and their occupation/avocation.

Name: \_\_\_\_\_ Occupation/Avocation: \_\_\_\_\_

Name: \_\_\_\_\_ Occupation/Avocation: \_\_\_\_\_

**7. FOR APPLICANTS AGE 50 OR OLDER**

YES  NO **a. General**  
Have you or any dependent age 50 or over had a physical exam and/or diagnostic testing within the last 24 months?

If "Yes," please indicate:

Primary: Date \_\_\_\_\_ ,  
MM / DD / YYYY

Were all results of the physical exam and diagnostic testing - Normal:  Yes  No

Spouse: Date \_\_\_\_\_ ,  
MM / DD / YYYY

Were all results of the physical exam and diagnostic testing - Normal:  Yes  No

If "No," please provide complete details in Section 3.

**b. Female Applicants Only - Mammogram Results:**

What was the date of your most recent mammogram? \_\_\_\_\_

Results normal?  Yes  No MM / DD / YYYY

**SECTION 3: ADDITIONAL HEALTH QUESTION INFORMATION**

To be completed if the applicant or any dependent(s) answered "Yes" to any questions in Section 2. If more space is needed attach a separate sheet, each separate sheet must be signed and dated by the primary applicant.

Please give month and year when providing dates. Also, please give specifics when listing conditions, (Ex. Broken left leg.)

**Ques. No.:**      Applicant's Name: \_\_\_\_\_

Diagnosis/Condition: \_\_\_\_\_

Onset Date: \_\_\_\_\_ Date Last Treated: \_\_\_\_\_

Length of Treatment: \_\_\_\_\_

Medication(s), including over the counter (*please list med/dosage and date last taken*): \_\_\_\_\_

Name of Test/Surgery/Date/Results: \_\_\_\_\_

Is the condition still present? If not, date of recovery: \_\_\_\_\_

Details of Treatment/Treatment pending or scheduled: \_\_\_\_\_

Doctor's name, Address and Phone Number: \_\_\_\_\_

**Ques. No.:**      Applicant's Name: \_\_\_\_\_

Diagnosis/Condition: \_\_\_\_\_

Onset Date: \_\_\_\_\_ Date Last Treated: \_\_\_\_\_

Length of Treatment: \_\_\_\_\_

Medication(s), including over the counter (*please list med/dosage and date last taken*): \_\_\_\_\_

Name of Test/Surgery/Date/Results: \_\_\_\_\_

Is the condition still present? If not, date of recovery: \_\_\_\_\_

Details of Treatment/Treatment pending or scheduled: \_\_\_\_\_

Doctor's name, Address and Phone Number: \_\_\_\_\_

**Ques. No.:**      Applicant's Name: \_\_\_\_\_

Diagnosis/Condition: \_\_\_\_\_

Onset Date: \_\_\_\_\_ Date Last Treated: \_\_\_\_\_

Length of Treatment: \_\_\_\_\_

Medication(s), including over the counter (*please list med/dosage and date last taken*): \_\_\_\_\_

Name of Test/Surgery/Date/Results: \_\_\_\_\_

Is the condition still present? If not, date of recovery: \_\_\_\_\_

Details of Treatment/Treatment pending or scheduled: \_\_\_\_\_

Doctor's name, Address and Phone Number: \_\_\_\_\_

**SECTION 4: PREMIUM PAYMENT METHOD AND AUTHORIZATION AGREEMENT**

**Initial Payment (Credit Card or Check): PRODUCER PAYMENTS ARE NOT ACCEPTED.**

1. For Initial Payment Only: I authorize Celtic Insurance Company to bill my account for the initial payment and I agree to pay the initial payment billed in accordance to my payment selection on this application by checking the following credit card box:

VISA® (including Check/Debit cards\*)  Mastercard® (including Check/Debit cards\*)  Discover®

\* Debit cards must have a Visa or Mastercard logo on the front of the Debit Card.

Card No.:           Expiration Date (MO/YR):   /

Cardholder's Name: \_\_\_\_\_

2. Or, attach your check below for total payment submitted.

**MONTHLY AUTOMATIC PAY PLAN**

Payor Name or Depositor if different (Please print):

First Middle Last

Relationship to Applicant:  Self  Parent  Legal Guardian  Other \_\_\_\_\_

Signature of Primary Payor:

Date: / /

Name of Financial Institution:

Address: CITY STATE ZIP

Specify type of account:  Checking or  Savings

Checking/Savings Account Number:

ABA 9 Digit Routing Number (See below or please call your Financial Institution for assistance):

Celtic Insurance Company is hereby authorized to present checks drawn on my checking or savings account on the first business day of each month, until this authorization is terminated. I understand that premiums already paid will be refunded to me if my Policy is not issued.

I further authorize the bank named to pay and charge to my account those payments that are drawn on my account by Celtic Insurance Company, and I agree that the bank named shall be fully protected in honoring any such payments. The bank's rights and treatment of each payment shall be the same as if it were signed by me. If any such payment is dishonored, whether with or without cause, I understand that the bank shall not be liable whatsoever, even though such dishonor results in a forfeiture of insurance. The authorizations above remain in effect until the bank is notified of termination by me in writing. To terminate coverage, I will also notify Celtic Insurance Company in writing.

<p><b>MONTHLY AUTOMATIC PAY PLAN APPLICANTS ONLY</b></p> <p><b>Voided Check</b></p> <p><i>(Deposit Slips are not acceptable)</i></p>	<p><b>ATTACH YOUR INITIAL CHECK OR MONEY ORDER FOR PREMIUM PAYMENT</b></p> <p>1117</p>
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**DO NOT STAPLE CHECKS TO FORM.**

Pay to the order of: \_\_\_\_\_ \$ \_\_\_\_\_

Date: \_\_\_\_\_

Routing Number: \_\_\_\_\_

For: 123456789 | 1234567891011 1117

Joe Smith  
123 Main Street  
Anytown, IL 12345

## SECTION 5: AGREEMENT AND SIGNATURE

- 1. TRUE AND COMPLETE:** My answers to the questions on this application and any additional information I have provided are true and complete and accurately recorded. I understand that under no circumstances is a producer or company representative allowed to permit me to answer any question inaccurately or untruthfully and I represent that such did not occur. The producer is not authorized to alter any terms of the Policy. I understand that I may not pay cash or make checks payable to the agent or broker, or leave the payee blank.
- 2. PRE-EXISTING CONDITIONS:** I understand that eligible expenses for pre-existing conditions may be limited.
- 3. EFFECTIVE DATE:** Except as provided in the Conditional Receipt, I understand that this insurance, if approved, will become effective the day after the confirmed receipt date the application and all required medical and other information is received by Celtic. Application is valid within 60 days from the signature date.
- 4. HEALTH CARE CERTIFICATION:** I understand that a Health Care Certification Program is a part of the Health Plan. This program requires me to have all hospital confinements, outpatient surgeries, and major diagnostic tests Certified. I understand that failure to do so will result in a reduction of my health plan benefits or no benefits paid at all. The Health Care Certification Program number is 1-800-477-7870.
- 5. OTHER COVERAGE:** I understand that in order to be eligible for this coverage, neither I, nor any dependents to be insured can be covered under any other major medical plan. I hereby attest that no one applying for coverage under the Health Plan will be covered under any other coverage.
- 6. PREFERRED PROVIDER ORGANIZATION:** I understand if I have selected one of the PPO plan options as part of my Health Plan, then I agree to participate and comply with all requirements of the PPO plan. I understand that I will maximize my benefits when treatment is received from a participating hospital (and physician, if the Select PPO plan is chosen) and that it is my responsibility to ensure that a PPO hospital (and physician, if the Select PPO plan is chosen) is near me. I understand this applies not only to myself, but to any dependent to be insured under this health plan.
- 7. APPLICATION:** I understand that I am applying as an individual for the Health Plan and am responsible for ensuring that all premium payments are met. I understand that Celtic will individually underwrite my application and that if my application is accepted by Celtic, a Policy will be issued to me. I understand that the plan applied for is not an employer-sponsored group health plan, that it will in no way be related to any employer/employee relationship, and it is not offered pursuant to and does not comply with state or federal small employer laws. If premium will be paid from a business/employer account, I hereby certify that no person to be insured under this plan will receive favorable tax treatment under sections 162, 125 or 106 of the United States Revenue Code, unless such favorable tax treatment would not make the plan subject to any state or federal small employer laws.
- 8. AUTHORIZATION TO RELEASE INFORMATION:** I authorize any physician, medical or health care practitioner, hospital, clinic, other medically related facility, insurance company, third party administrator, employer or consumer reporting agency having information regarding me and all eligible dependents, including information concerning advice, diagnosis, treatment or care of physical, psychiatric, mental or emotional conditions, drug, substance, or alcohol abuse, illness, and copies of all hospital or medical records, or non-medical information, to give to Celtic Insurance Company, its reinsurers, or its legal representatives, and its affiliates, any and all such information. I understand that I can revoke this authorization at any time by giving written notice to Celtic and my revocation will not affect the rights of any individual who has acted in reliance on the authorization prior to receiving notice of my revocation. Such information may be used by Celtic Insurance Company to determine eligibility for insurance and make claim determinations. This authorization shall remain valid for two years from the date shown below. Anyone who knowingly misrepresents or falsifies such requested information may, upon conviction, be subject to a fine or imprisonment. I acknowledge having received and read the Notice of Information Practice.
- 9. HSA INFORMATION:** I understand that the health insurance plan is separate from the Health Savings Account (HSA) and the HSA is administered by someone other than Celtic. I understand the HSA has a separate maintenance fee.

I have received a copy of the Colorado Health Plan Description Form.

**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.**

SIGNATURE: PRIMARY APPLICANT: \_\_\_\_\_ SPOUSE: \_\_\_\_\_  
(Parent or Guardian if under 18 years of age)

DATE: \_\_\_\_\_

## SECTION 6: PRODUCER INFORMATION

You must be currently licensed and appointed with Celtic in the state where the application was completed.

**NOTE:** If you have written business with Celtic *in this state* during this calendar year, just complete your name, Social Security number and sign below. There is no need to submit a copy of your license with every case.

Writing Producer's Name: <b>Tony Novak</b>	Producer Number: 2048780	
Address:		
City	State	Zip
Telephone Number: 800-609-0683 (        )	Fax Number: 800-609-0683 (        )	

**Mail this application to:**

**Celtic Insurance Co.  
P.O. Box 33640  
Indianapolis, IN 46203-0640**

**Include HSA enrollment form if applicable**

[www.celticenrollment.com](http://www.celticenrollment.com)

**NOTICE TO APPLICANT REGARDING REPLACEMENT  
OF ACCIDENT AND SICKNESS INSURANCE**

**CELTIC INSURANCE COMPANY  
P.O. Box 33839, Indianapolis, IN 46203-0839**

According to your application, you intend to lapse or otherwise terminate your present policy and replace it with a policy to be issued by Celtic Insurance Company. Your new policy will provide 10 days within which you may decide, without cost, whether you desire to keep the policy.

You should review this new coverage carefully. Compare it with all accident and sickness coverage you now have. If, after due consideration, you find the purchase of this accident and sickness coverage is a wise decision you should evaluate the need for other accident and sickness coverage you have that may duplicate this policy.

**STATEMENT TO APPLICANT BY ISSUER OR PRODUCER:**

I have reviewed your current accident and sickness insurance coverage. To the best of my knowledge, this accident and sickness policy will not duplicate your existing coverage because you intend to terminate your existing coverage. The replacement policy is being purchased for the following reason(s) (check one):

- Additional benefits
- No change in benefits, but lower premiums
- Fewer benefits and lower premiums
- Other. (please specify)

1. Health conditions which you may presently have (preexisting conditions) may not be immediately or fully covered under the new policy. This could result in denial or delay of claim for benefits under the new policy, whereas a similar claim may have been payable under your present policy.
2. State law provides that your replacement policy or contract may not contain new preexisting conditions, waiting periods, elimination periods or probationary periods. The issuer will waive any time periods applicable to preexisting conditions, waiting periods, elimination periods, or probationary periods in the new policy for similar benefits to the extent such time was spent under the original policy.
3. If you wish to terminate your present policy and replace it with new coverage, be certain to truthfully and completely answer all questions on the application concerning your medical and health history. Failure to include all material medical information on an application may provide a basis for the company to deny any future claims and to refund your premium as though your policy has never been in force. After the application has been completed and before you sign it, review it carefully to be certain that all information has been properly recorded.

Do not cancel your present policy until you have received your new policy and are sure that you want to keep it.

\_\_\_\_\_  
Signature of Producer or Representative

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Date

**PLEASE KEEP THE FOLLOWING SECTIONS FOR YOUR RECORDS**

**NOTICE OF INFORMATION PRACTICES**

In order to properly underwrite and administer your insurance coverage, we must collect personal information concerning your insurability. You are our most important source of information, but we may also contact other sources, including medical professionals and institutions, employers, and other insurance companies.

In some situations, and in compliance with applicable law, we may disclose necessary items of information to third parties without your specific authorization.

You have the right to be told about, and to see (and copy if you wish) items of personal information about you which appear in our files, including the nature and scope of information contained in investigative consumer reports. You also have the right to seek correction, amendment, or deletion of information you believe to be inaccurate.

If you have questions or desire additional information about the items disclosed above, please write to us at Celtic Insurance Company, Underwriting Department, 233 South Wacker Drive, Suite 700, Chicago, IL 60606.

Requests for medical information will only be disclosed to your attending physician.

**CONDITIONAL RECEIPT FOR HEALTHPLAN**

**ALWAYS COLLECT THE INITIAL PREMIUM AND GIVE THE APPLICANT THIS CONDITIONAL RECEIPT.**

No insurance will become effective prior to the approval of your application by Celtic. No producer or broker is authorized to alter or waive any of the following provisions of the receipt:

Applicant's Name: \_\_\_\_\_

Social Security Number: \_\_\_\_\_

Amount Received: \_\_\_\_\_

Date: \_\_\_\_\_

Coverage will become effective on the "Effective Date" (as defined below) if all of the following conditions are met: (1) On the Date of Application, the applicant and all proposed insureds must be a risk acceptable to Celtic. (2) If Celtic cannot determine the acceptability of the applicant(s) as defined in (1) above, due to the nonreceipt (within 60 days of the date of application), of medical or other material information that Celtic has requested from the applicant or other sources; then this condition has not been fulfilled and no coverage will be provided under the terms of this Conditional Receipt. (3) The initial premium, equal to one month/quarter of the first yearly premium, has been paid on or prior to the Effective Date, and the check or credit card is honored on the first presentation for payment.

"Effective Date" as used herein means 12:01 a.m. on the later of: (A) the Requested Effective Date; (B) the day following the postmarked date on the application envelope addressed to Celtic, if no effective date is requested; (C) if no postmarked date, the effective date is the day after the confirmed receipt date of the application and all required medical and other information is received by Celtic. **Note: Metered mail is not an acceptable postmark.**

# HIPAA NOTICE OF PRIVACY PRACTICES FOR PROTECTED HEALTH INFORMATION (“PHI”) FOR CELTIC INSURANCE COMPANY (“CELTIC”)

EFFECTIVE NOVEMBER 1, 2003

**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.**

Celtic is committed to protecting the confidentiality and security of information it collects about you and does not share information about you with any other companies for their use in marketing products to you. ***If the practices described in this Notice are acceptable to you, there is nothing you need to do.*** If after reading this notice you still have questions, feel free to send them to  
Attn: HIPAA Privacy Officer, 233 South Wacker Drive, Suite 700, Chicago, IL 60606.

You have received this notice because of your proposed or actual health insurance coverage with Celtic Insurance Company. Celtic is required by federal law to maintain the privacy of your Protected Health Information (“PHI”), and to provide you with this notice of its legal duties and privacy practices regarding your PHI. Celtic is required to abide by the terms of this notice as currently in effect, and reserves the right to change the terms of this notice and to make new notice provisions effective for all PHI that it maintains. Notice of any such changes will be provided to you.

## **1. Protected Health Information (“PHI”):**

This notice describes how Celtic may use and disclose your PHI if needed, to carry out treatment, payment or health care operations, and for other purposes that are permitted or required by law. It also describes your rights to access and control your PHI, which is individually identifiable information that relates to your past, present or future health or condition and related health care services. Examples of PHI used by Celtic include, but are not limited to, your application for coverage and claims submitted by you or health care providers on your behalf.

## **2. Uses and Disclosures of PHI for Treatment, Payment and Health Care Operations:**

Your PHI may be used and disclosed by Celtic for purposes of payment or health care operations. Celtic may use or share your PHI with providers for payment purposes. Celtic may share your PHI with third party “business associates” that perform various functions for the Company. Celtic maintains written agreements with its business associates contractually binding them to protect the privacy of your PHI. Celtic may use or disclose, as needed, your PHI to support the Company’s business activities related to providing health insurance benefits. These activities may include, but are not limited to, quality assessment, underwriting, premium rating, actuarial analysis, reinsurance, medical review, legal services, auditing, fraud and abuse detection, regulatory compliance, business planning and development, and general management and administration.

## **3. Other Permitted and Required Uses and Disclosures That May Be Made Without Your Consent, Authorization or Opportunity to Object:**

Celtic may use or disclose your PHI in certain circumstances without your consent or authorization. These situations may include, but are not limited to, the following:

*Required by Law:* Celtic may use or disclose your PHI to the extent state or federal law requires use or disclosure. Any use or disclosure will be compliant with applicable law, and will be limited to the requirements of such law. Celtic will notify you of the uses or disclosures if the law requires such notification.

*Public Health:* Celtic may disclose your PHI to a public health authority for public health activities and purposes if applicable law permits the authority to collect or receive the information. Celtic also may disclose your PHI, when directed by a public health authority, to a foreign government agency that is collaborating with such authority.

*Health Oversight:* Celtic may disclose PHI to a health oversight agency for activities authorized by state or federal law, such as audits and investigations.

*Abuse or Neglect:* Celtic may disclose your PHI to a public health authority that is authorized by law to receive reports of child abuse or neglect. Furthermore, Celtic may disclose your PHI to the governmental entity authorized to receive such information, in accordance with state or federal law, if the Company reasonably believes that you have been a victim of abuse, neglect or domestic violence.

*Legal Proceedings:* Celtic may disclose PHI in the course of judicial or administrative proceedings, in response to a court order or administrative tribunal, to the extent such disclosure is expressly authorized, and in response to a subpoena, discovery request, or other lawful purpose.

*Military Activity and National Security:* Celtic may use or disclose PHI of individuals who are Armed Forces personnel (1) for activities deemed necessary by appropriate military command authorities; (2) for the purpose of a determination by the Department of Veterans Affairs of your eligibility for benefits; or (3)

to a foreign military authority if you are a member of that foreign military. Celtic also may disclose your PHI to authorized federal officials for conducting national security and intelligence activities.

#### **4. Other Permitted or Required Uses and Disclosures That May Be Made With Your Consent, Authorization, or Opportunity to Object:**

Celtic may use or disclose your PHI in certain circumstances with your consent, authorization or if you have no objection. You have the opportunity to agree or object to the use or disclosure of all or part of your PHI. If you are not present or able to agree or object to the use or disclosure of your PHI, then Celtic may determine, using professional judgment, whether such use or disclosure is in your best interest. If such circumstances arise, only the PHI that is necessary and relevant to the provision of your health insurance benefits will be disclosed.

*EOBs Sent to Primary Insured:* Unless you object and instruct otherwise, all explanations of benefits (“EOBs”), including for all covered family members and eligible dependents, will be sent to the primary insured person.

#### **5. Uses and Disclosures of PHI Based Upon Your Written Authorization:**

Celtic may engage in other uses and disclosures of your PHI upon receiving your written authorization. You may revoke an authorization, in writing, at any time, except to the extent that an action has been taken in reasonable reliance on the use or disclosure indicated in the authorization.

#### **6. Your Rights:**

The following is a description of your rights with respect to your PHI and a brief description of how you may exercise those rights.

*Inspect and Copy Your PHI:* You may obtain and inspect a copy of your PHI that is in a designated record set for as long as Celtic maintains it. However, federal law prohibits Celtic from allowing an inspection or copy of psychotherapy notes; privileged information compiled in reasonable anticipation of or use in a legal proceeding; or PHI that is subject to a law which prohibits its access. If you wish to receive a copy of your PHI, your request must be made using Celtic’s “Medical Records Request” form. You may request this form by submitting a written request to Attn: HIPAA Records Request Department, Celtic Insurance Company, 233 S. Wacker Dr., Suite 700, Chicago, IL 60606. Note that there is a fee of \$25 per provider that must be received by Celtic from you before records will be released. Since your health care providers are the original source of this information, and they may or may not charge a fee for copies, you may wish to request this information from your provider(s) before requesting it from Celtic.

*Place a Restriction on Your PHI:* You may request that Celtic not use or disclose your PHI. Your request should be in writing, it must state the specific restriction requested, and it must state to whom the restriction applies. Your request should be sent to: Attn: Policyowner Service Department, Celtic Insurance Company, P.O. Box 33839, Indianapolis, IN 46203-0839. Celtic is not required to agree to a request for such a restriction, but will deny such a request only for a reasonable reason and will provide a written explanation of the reason for the denial. If Celtic agrees to the restriction, it may still disclose your PHI as permitted by law, or if your restricted PHI is needed for emergency medical treatment.

*Alternative Means of Receiving Confidential Communications:* You have the right to request that Celtic send and/or receive confidential communications by alternative means or to an alternative location. Celtic will accommodate your reasonable requests. Your request should be sent to: Attn: Policyowner Service Department, Celtic Insurance Company, P.O. Box 33839, Indianapolis, IN 46203-0839.

*Amend Your PHI:* You may request an amendment to your PHI in a designated record set for as long as Celtic maintains this information. Your request must be in writing, provide a reason to support the requested amendment, and sent to Attn: HIPAA Records Request Department, Celtic Insurance Company, 233 S. Wacker Dr., Suite 700, Chicago, IL 60606. In certain circumstances, Celtic may deny your request for an amendment. If Celtic denies your request for an amendment, you have the right to submit a statement of disagreement and Celtic may prepare a rebuttal to your statement. Celtic will provide you with a copy of any rebuttal. Since your health care providers are the original source of this information, you may consider making a request to amend your PHI directly to the individual providers.

*Receive an Accounting of Certain Disclosures:* You have the right to request an accounting of disclosures Celtic has made of your PHI. However, this right does not include any disclosures Celtic has made for purposes of treatment, payment or healthcare operations as described in this notice, nor does it include disclosures made for notification purposes. Please note that at the current time Celtic does not disclose PHI for any reason other than treatment, payment or healthcare operations.

*Complaints:* You have the right to voice a complaint to the U.S. Secretary of Health and Human Services if you believe your privacy rights have been violated. You also may file a complaint with Celtic by sending it to Attn: HIPAA Privacy Officer, 233 South Wacker Drive, Suite 700, Chicago, IL 60606. Celtic will not retaliate against you for filing a complaint.



**Insured by Celtic Insurance Company**

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Celtic Group Company

**CELTIC INSURANCE COMPANY**

**HIPAA**

**Authorization to Release Information**

I authorize any physician, medical or health care practitioner, hospital, clinic, other medically related facility, insurance company, third party administrator, employer or consumer reporting agency having information regarding me and all eligible dependents, including information concerning advice, diagnosis, treatment or care of physical, psychiatric, mental or emotional conditions, drug, substance or alcohol abuse, illness or injury, and copies of all hospital records, medical records, pharmaceutical records or non-medical information, to give to Celtic Insurance Company, its reinsurers, or its legal representatives, and its affiliates, any and all such information. Such information will be used by Celtic to determine eligibility for insurance and make claim determinations. I understand that there is a possibility of redisclosure of any information pursuant to this authorization and that information, once disclosed, may no longer be protected by federal rules governing privacy and confidentiality. I understand that I can revoke this authorization at any time by giving written notice to Celtic and my revocation will not affect the rights of any individual who has acted in reliance on the authorization prior to receiving notice of my revocation. I know that I may request to receive a copy of this authorization. This authorization shall remain valid for two years from the date shown below. A copy of this authorization shall be considered as valid as the original.

\_\_\_\_\_  
Signature of Primary Applicant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Spouse

\_\_\_\_\_  
Date

**Dependent signatures only required in North Carolina:**

\_\_\_\_\_  
Dependent Child (age 18 years or older)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Dependent Child (age 18 years or older)

\_\_\_\_\_  
Date