



The Physicians' **ASSURANCE** Corporation (TPAC)

"From those you trust with your health"

**The Physicians' Assurance Corporation
Notice of Insurance Information Practices**

The information contained in this notice applies to you if you engage in or seek to engage in an insurance transaction with us primarily for personal, household or family purposes. This notice also applies if you are the subject of information that we collect, receive or maintain in connection with an insurance transaction with us primarily for personal, household or family purposes. This notice is intended to supplement but does not replace the information contained in *The Physicians' Assurance Corporation Privacy Notice for Group Policyholders* and *The Physicians' Assurance Corporation HIPAA Notice of Privacy Practices*.

Information Collection

We only collect information about you that we reasonably believe will be necessary or useful in processing or administering the products and services you have requested from us, or providing other opportunities that we think will be of interest to you.

We may collect customer information about you directly from you, as well as from sources other than you, in connection with your insurance transactions with us. We may collect the following types of information about you: (1) information we receive from you on applications or other forms, such as your name, address, social security number and health information; (2) information about your transactions with us, our affiliates or others, such as your payment history and types and amounts of insurance coverages maintained by you; and (3) information we receive from third parties, including consumer reporting agencies, such as your credit worthiness and credit history.

Information Sharing

The customer information that we collect about you in connection with your insurance transactions with us, as well as other personal or privileged information subsequently collected by us, may in certain circumstances be disclosed to third parties without your authorization. Some of the circumstances in which we may disclose your customer information are described below.

Disclosures to Insurance Companies, Agents and Insurance Support Organizations

We may disclose customer information about you to insurance companies, agents or agencies, or insurance support organizations. However, we limit the information that we disclose to that which is reasonably necessary for us or the person receiving the information to perform its function in connection with an insurance transaction involving you.

Disclosures to Other Third Parties

We may disclose customer information about you to a third party (other than an insurance company, agent or agency, or insurance support organization) in order to enable it to perform a business, professional or insurance function for us. We require each such third party to agree not to redisclose the customer information about you that we disclose to them without your consent,

except where the redisclosure would be permissible if made by us or where the redisclosure is reasonably necessary for the third party to perform a function for us.

Additionally, we may disclose customer information about you to a third party in order to enable it to provide us with information for the purpose of determining your eligibility for an insurance benefit or payment.

Disclosures to Affiliates

We may disclose customer information about you to our affiliates as permitted by law. For example, we may disclose such information to an affiliate whose only use of the information will be in connection with an audit of us or the marketing of an insurance product or service, provided that the affiliate agrees not to disclose the information for any other purpose or to any nonaffiliated third party.

Other Disclosures Permitted by Law

We may disclose customer information about you as otherwise permitted by law. Examples of disclosures which are permitted by law include: (1) disclosures to an insurance regulatory authority; (2) disclosures to a law enforcement or other governmental authority to protect our interests in preventing or prosecuting the perpetration of fraud upon us or if we reasonably believe that illegal activities have been conducted by you; and (3) disclosures which are reasonably necessary to detect or prevent criminal activity, fraud, material misrepresentation, or material nondisclosure in connection with insurance transactions.

Disclosures by Insurance Support Organizations

When we obtain information about you from a report prepared by an insurance support organization, please note that the insurance support organization may retain the information about you and may disclose that information to other persons. An insurance support organization is a person, including a consumer reporting agency that regularly assembles or collects information about individuals in order to provide that information to insurance companies or agencies.

Maintenance of Accurate Information

Your Right to Access

Upon your written request to us, we will provide you with access to recorded customer information about you, provided that the information you request is reasonably locatable and retrievable by us. Please submit your request to Privacy Compliance Officer at the following address: 300 West Wilson Bridge Road, Suite 250, Worthington, Ohio 43085. Your request should describe, in reasonable detail, the information that you wish to obtain.

Within thirty (30) business days after we receive your request, we will do all of the following:

1. We will inform you of the nature and substance of the recorded customer information that you have requested. At our option, we may do so in writing, by telephone, or by other oral communication.

2. We will permit you to see and copy, in person, the recorded information or to obtain a copy of that information by mail, whichever you prefer. If the recorded information is in coded form, we will provide an accurate written translation in plain language.
3. We will disclose to you the identity, if recorded, of those persons to whom we have disclosed the recorded information within two years prior to your request. If the identity of such persons is not recorded, we will disclose to you the names of those insurance companies, agents, insurance support organizations and others to whom we normally disclose such information.
4. We will provide you with a summary of the procedures by which you may request correction, amendment or deletion of the recorded information.

We reserve the right to require you to provide proof of your identity before providing you with access to your recorded customer information. We may charge you a reasonable fee to cover the costs we incur in providing a copy of your recorded customer information to you.

Your Right to Request Amendments, Corrections and Deletions

If you believe that recorded customer information about you which is in our possession contains errors, you may request that we correct, amend or delete the disputed information. You must make your request to us in writing. Please submit your request to Privacy Compliance Officer at the following address: 300 West Wilson Bridge Road, Suite 250, Worthington, Ohio 43085.

If we agree with your request, we will correct, amend or delete that information within thirty (30) business days after we receive your request, and we will notify you in writing that we have done so. Additionally, we will furnish the correction, amendment or fact of deletion to all of the following:

1. Any person specifically designed by you that may have, within the preceding two years, received the disputed information;
2. Any insurance support organization whose primary source of customer information is insurance companies, if that organization has systematically received recorded personal information from us within the preceding seven years and maintains recorded customer information about you; and
3. Any insurance support organization that furnished the disputed information to us.

Your Rights if We Disagree about Disputed Information

If we do not agree that the disputed information should be corrected, amended or deleted, we will notify you of our refusal to make the correction, amendment or deletion within thirty (30) business days after we receive your request. Our notice to you will state the reasons for our refusal and will remind you of your right to file a Disputed Information Statement, as described below.

If after receiving our notice, you still believe that the disputed information should be corrected, amended or deleted, you may file with us, at the address listed above, a concise statement (a "Disputed Information Statement") setting forth what you think is the correct, relevant or fair information and the reasons why you disagree with us. We will file the Disputed Information Statement with the disputed information and will provide a means by which anyone reviewing that information will be made aware of your Disputed Information Statement and have access to it. Additionally, in the event that we make any subsequent disclosures of the disputed information, we will clearly identify the matter or matters in dispute and provide your Disputed Information Statement along with the information about you that we are disclosing.

Limitation on Rights of Access and Correction

The rights described in this section do not apply to information about you that relates to and is collected in connection with or in reasonable anticipation of a claim or civil or criminal proceeding involving you.

This Notice is effective as of June 1, 2008. We reserve the right to amend this Notice at any time. If you have questions about this Notice, please contact Privacy Officer at 300 West Wilson Bridge Road, Suite 250, Worthington, Ohio 43085.