# VOLUNTARY CONSENT TO ELECTRONIC TRANSACTIONS, SIGNATURE AND PAYMENTS

Please carefully read the following terms and conditions applicable to this Voluntary Consent to Electronic Transactions, Signature and Payments. Your consent to electronic transactions, signature and payments is voluntary.

## 1. ELECTRONIC TRANSACTIONS

### TYPE OF ELECTRONIC TRANSACTIONS SUBJECT TO THIS CONSENT

ACE Property and Casualty Insurance Company, a Chubb Company, and its affiliated insurers in the Chubb Group (collectively, "Chubb or "us") are required by law to provide its policyholders with certain documents, notices and payments related to any policy you may have with us. In an effort to streamline how you do business with us, we are providing you with the option of receiving these documents, notices and acknowledgements electronically. These documents may include, but are not be limited to, the following:

- ✓ Policy(s) documents, forms, and endorsements
- ✓ Policyholder notices
- ✓ Selection/Rejection Forms
- ✓ Invoices
- ✓ Acknowledgements of claims
- ✓ Cancellation and Nonrenewal Notices
- ✓ Premium Increase Notices or Conditional Renewal Notices
- ✓ State required notices, such as privacy notices and disclosures
- ✓ Claim notices, including explanation of benefits, proof of loss, claims documentation, releases, authorizations to obtain medical records, affidavits, and disclosures, to the extent permitted by law

The delivery of insurance and claims-related documents to you electronically, rather than sending paper copies, does not affect the validity, legal effect or enforceability of these insurance or claims-related documents.

While we reserve the right to modify the terms of this Consent, we will not do so without first providing you with notice of any changes. The modified terms will apply to your insurance policy(s) and claims transactions, and will be binding on you unless you withdraw your agreement to this Voluntary Consent to Electronic Transactions, Signature and Payments.

### METHOD OF DELIVERY

We may make electronic documents available to you on smirkhealth.com and in the Smirk Health downloadable app, or we may send them via e-mail whether as text in, attachments to, and/or hyperlinks from, such emails to the email address that you provide to us. If you cannot access an electronic document, please send an email to chubbservice@smirkhealth.com. Please note that, in some states, we may be required under existing state law, to send paper notices to you (e.g. cancellation, nonrenewal or premium

increase notices), in addition to any electronic notices we may send you, in order for such notices to become effective. Otherwise, if you live in a state where paper notices are not required to be sent, we will only send notices to you electronically.

### WITHDRAWAL OF CONSENT

You may withdraw your consent to electronic delivery by providing notice to us at any time. If you provide such notice of your intent to withdraw consent, withdrawal will not become effective until seven (7) days after our receipt of such notice.

Your withdrawal will not affect or change in any way the legal effectiveness, validity or enforceability of any documents that were delivered to you electronically before your withdrawal became effective.

To withdraw consent, please email chubbservice@smirkhealth.com. In the subject header of the e-mail, please indicate "Withdrawal of Consent" and include your policy(s) number.

If you choose to receive certain insurance documents in paper format, it will reduce the speed at which we can complete certain transactions concerning your policy as we are then dependent on the U.S. Postal Service for delivery of your requests and our responses back to you. If you choose this option, we will be required to send your insurance related documents to the mailing address you provided.

### REQUEST FOR ADDITIONAL COPIES

While you can choose to print and save any of your electronic insurance policy documents, we also want you to know that you may request a paper or electronic copy of any insurance policy documents or records from us at no additional charge, at any time. Please send an e-mail to chubbservice@smirkhealth.com. In the subject header of the e-mail, please indicate "Policy Reprint" and include your policy(s) number. In the body of the e-mail please provide us with the particular notice or document you are requesting and the manner in wish you'd like it sent.

### UPDATING CONTACTS AND OTHER NOTICES, REQUESTS AND INQUIRIES

Please keep us up to date with how we may best contact you electronically. If you wish to correct or update your email address from what was previously provided you may do so at any time. To update your information, please email chubbservice@smirkhealth.com with your details.

All requests, notices and other communications from you under this Consent must be made to us in writing (including via email) to chubbservice@smirkhealth.com or you can make a request by phone by contacting us at 1-800-239-3503.

If you fail to log into your account during a 12-month period or if we have reason to believe your email address is no longer valid, we will contact you by US mail to ensure we have the correct information on file.

## 2. CONSENT TO ELECTRONIC PAYMENT

You have the option to receive all covered claim payment as an electronic payment via automated clearing house (direct) deposit into your checking account. Chubb will not impose any fees on you for choosing to accept your payments electronically, but your financial institution may impose a fee or charge. By checking the "I agree" box below, you are accepting this offer and consenting to accept your claim payments

electronically. Agreeing to this method of receiving your claim payments is voluntary. Your payments received through electronic transfer may be subject to attachment or garnishment if your account is subject to the same. Once you submit a claim to us, and we accept it for payment, you will receive an email with a link to setup an account and provide the routing and account number for the bank or other account where you wish the funds be deposited. Except as noted below, if you do not set up an account and provide the account information within three (3) days, we will automatically issue the payment via check mailed to the address on file.

Some claims under certain portions of your policy, may be subject to automatic payment upon a loss. In this event, to the extent permitted by law, payment of your claim will be made automatically to the account or credit card you have provided us upon issuance of your policy (the "payment account"). You may change your payment account at any time by notifying us at chubbservice@smirkhealth.com or logging into your account at https://portal.ahenroll.chubb.com.

Unclaimed funds are subject to the applicable laws concerning unclaimed property.

## 3. CONSENT TO ELECTRONIC SIGNATURE

You also agree that your electronic signature is the legal equivalent of your manual signature on this document and on the documents noted in this Consent. You further agree that your use of a key pad, mouse or other device to select an item, button, icon or similar act/action, or to otherwise agree, acknowledge, consent, opt-in, or certify to this consent and any of the above documents constitutes your signature, acceptance and agreement as if manually signed by you in writing. You agree that no certification authority or other third-party verification is necessary to validate such signature, and that the lack of such certification or third-party verification will not in any way affect the enforceability of such signature or any such document. You represent that you will be bound by the terms of this Consent. This Voluntary Consent to Electronic Transactions, Signature and Payment is effective until withdrawn by you. Doing business electronically will not affect the validity, legal effect or enforceability of any of your transactions with Chubb.

## 4. HARDWARE AND SYSTEM REQUIREMENTS

In order to receive, access, view, sign and retain electronic transmissions that we make available to you, you will need a personal computer or electronic device with internet connectivity and each of the following:

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| Browsers: | The latest stable release (except where noted) of the following browsers: Chrome, Firefox, Safari (Mac OS X only), Internet Explorer 11+ |
| PDF Reader: | Acrobat Reader® or similar software may be required to view and print PDF files |
| Screen Resolution: | 1024 x 768 minimum (for desktops and laptops) |
| Enabled Security Settings: | Allow per session cookies |

We will notify you if these requirements change.

## 5. CLICKING "I AGREE"

By agreeing to this Voluntary Consent to Electronic Transactions, Signature and Payments, including the terms and conditions set forth in this document, you are giving us your consent to allow Chubb to deliver all documents, notices and claim payments relating to your insurance policy(s) electronically rather than by any other method of delivery (such as paper). If you need any assistance following the transaction, please send an email to chubbservice@smirkhealth.com. You specifically acknowledge, as part of your clicking "I agree" that certain documents to be delivered electronically will contain confidential information and information regarding your personal financial matters ("Personal Financial Information") and other personally identifiable information, and consent to the delivery of such confidential information, Personal Financial Information and personally identifiable information by electronic means.

This Consent will remain in effect until you withdraw it.

**ACKNOWLEDGEMENT TO RECEIVE NOTICES, DOCUMENTS AND PAYMENTS ELECTRONICALLY**

By agreeing to the terms and conditions in this Consent, you are confirming that your computer or electronic device meets the system requirements necessary to print, store and receive documents electronically and that you may be able to access such documents for future reference.

By checking the "I Agree" box I confirm that:

- I AGREE TO RECEIVE ALL MAILINGS, NOTICES, COMMUNICATIONS, DOCUMENTS AND CLAIM PAYMENTS ELECTRONICALLY;
- I can access and read this VOLUNTARY CONSENT TO ELECTRONIC TRANSACTIONS, SIGNATURE AND PAYMENTS document; and
- I can print on paper this document or save or send this document to a place where I can print it, for future reference and access.