

COMPREHENSIVE TUITION PROTECTION INSURANCE

Atlantic Specialty Insurance Company
A Stock Company
Canton, Massachusetts 02021-1030

POLICY DECLARATIONS

Policy Number

Issue Date

POLICYHOLDER and MAILING ADDRESS:

Albuquerque Academy
6400 Wyoming Blvd., NE
Albuquerque, NM 87109

TRP14111
WP14111

August 1, 2020

This policy is issued for the term of twelve months starting on the first day of August, 2020. It begins and ends at 12:01 AM Standard Time at Your address stated in this policy. It is issued in consideration of the statements made in Your application and the payment of the first premium and any premium amounts coming due thereafter while it is continued in force.

In return for the payment of the premium and subject to all terms of this policy, We agree to provide the insurance stated in this policy.

The premium computed as stated in the application shall be payable by the Insured Student to You within 10 days after the first class day in the policy term. It shall then be paid by You to Our agent within 30 days from the effective date of this policy. If payment is not received by Our agent within such time this policy shall be void from its inception.

Benefit Schedule

1. We will pay 75 % of the Insured Student's average daily cost for tuition and other school/college fees insured for a covered loss of academic time which is not due to a diagnosis referenced in DSM-IV.
2. We will pay 75 % of the Insured Student's average daily cost for tuition and other school/college fees insured for a covered loss of academic time which is due to a diagnosis referenced in DSM-IV.
3. We will pay n/a % of the Insured Student's average daily cost for tuition and other school/college fees insured for a covered loss of academic time whether or not due to a diagnosis referenced in DSM-IV, but only after the student has been confined in a hospital for n/a consecutive days within the period of enrollment.
4. Loss Duration Period, if any:
(a) X nil; b) ___ 8 consecutive days; (c) ___ 31 consecutive days; (d) ___ the unexpired portion of the current period of enrollment.
5. Elimination Period: 4 consecutive days.
6. For the purpose of this policy, the average daily cost shall be found by dividing the amount of tuition and other school fees insured by the actual calendar days in the school year. Days of pre-season athletic practice, orientation, registration and graduation are not included. The amount of tuition and other school fees insured shall be found in the Tuition Fees Schedule attached hereto and made a part of this policy.
7. The Maximum Aggregate Benefit payable per Insured Student for all coverages under this policy is 75% of insured tuition.

The above numbered policy is completed by the use of these declarations together with the coverage form(s), application, Tuition Fees Schedule and endorsements, if any. All coverages may not be effective on the same date.

Forms Applicable: **G14218, G14220, G78152, G14224,
G78197, G78287.**

NAME AND ADDRESS OF AGENT:
A.W.G. Dewar, Inc.
4 Batterymarch Park
Quincy, MA 02169-7468

COUNTERSIGNATURE NOT REQUIRED
COUNTERSIGNED BY:

Atlantic Specialty Insurance Company
A Stock Company
150 Royall Street, Canton, Massachusetts 02021-1030, (781) 332-7000

COMPREHENSIVE TUITION PROTECTION INSURANCE APPLICATION
(Covers Loss of Academic Time Due to Disabling Injuries or Sickness)

1. Name of School/College: Albuquerque Academy
Address (principal location): 6400 Wyoming Blvd., NE, Albuquerque, NM 87109
Other Locations, if any: _____
2. School Term: From _____ to _____
First Semester: _____ to _____
Second Semester: _____ to _____
Third Semester: _____ to _____
3. Remarks/Special Instructions
(a) Participation by eligible students is: Semi-Required
(b) If this application is approved, the contract is to be issued effective: August 1, 2020
(c) Optional Coverages to be effective: the first day of classes, 2020
(d) Other instructions (if any): _____
(e) Other: _____

SPECIFICATIONS FOR BENEFIT SCHEDULE

1. We will pay 75 % of the Insured Student's average daily cost for tuition and other school/college fees insured for loss of academic time which is not due to a diagnosis referenced in DSM-IV.
2. We will pay 75 % of the Insured Student's average daily cost for tuition and other school/college fees insured for loss of academic time due to a diagnosis referenced in DSM-IV.
3. We will pay n/a % of the Insured Student's average daily cost for tuition and other school/college fees insured for a covered loss of academic time whether or not due to a diagnosis referenced in DSM-IV, but only after the student has been confined in a hospital for n/a consecutive days within the period of enrollment.
4. Loss Duration Requirement, if any:
(a) nil; (b) 8 consecutive days;
(c) 31 consecutive days; (d) the unexpired portion of the current period of enrollment.
5. Elimination Period, if any: 4 consecutive days
6. For the purpose of the policy, the average daily cost shall be found by dividing the amount of tuition and other school fees insured by the actual calendar days in the school year. Days of pre-season athletic practice, orientation, registration and graduation are not included. The amount of tuition and other school fees insured shall be found in the Tuition Fees Schedule attached hereto and made a part of this policy.

Policy Term Rate: 0.75 %

Rate x total tuition/school fees insured = contract term premium.

OPTIONAL COVERAGES

1. Tuition Continuation Coverage desired? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
(a) _____ % for the Current Year
(b) _____ % for the Next _____ Years
(c) _____ % for the Next _____ Years

2. Withdrawal/Dismissal Coverage: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
(a) Dismissal: <u>75</u> % after <u>14</u> consecutive days of attendance
(b) Withdrawal: <u>75</u> % after <u>14</u> consecutive days of attendance

FRAUD STATEMENTS:

GENERAL STATEMENT

Any person who knowingly and with intent to defraud any insurance company or another 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 the person to criminal and [NY: substantial] civil penalties. (Not applicable in CO, DC, FL, HI, MA, NE, OH, OK, OR, VA, VT or WA; in LA, ME, and TN, insurance benefits may also be denied.)

APPLICABLE IN 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 policy holder or claimant for the purpose of defrauding or attempting to defraud the policy holder 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.

APPLICABLE IN 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.

APPLICABLE IN HAWAII

For your protection, Hawaii law requires you to be informed that presenting a fraudulent claim for payment of a loss or benefit is a crime punishable by fines or imprisonment, or both.

APPLICABLE IN MASSACHUSETTS, NEBRASKA AND OREGON

Any person who knowingly and with intent to defraud any insurance company or another 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, may be committing a fraudulent insurance act, which may be a crime and may subject the person to criminal and civil penalties.

APPLICABLE IN 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.

APPLICABLE IN 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.

APPLICABLE IN VIRGINIA

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.

The undersigned hereby agrees to submit to Us or to Our agent within thirty (30) days after the first day of the school term as herein above specified: (1) a Schedule of Insured Students; and (2) payment of the premium calculated on the basis of the "Specifications" listed above.

Date: 1/21/2020

Albuquerque Academy
School/College

Signed By: 

Controller

Sandy Timmans

Title

2020 JAN 27 A 8:38

MCG. DEWAR, INC.

G14220 11 09
COMPREHENSIVE TUITION PROTECTION INSURANCE

COVERAGE

We hereby agree, subject to the Benefit Schedule and other terms and conditions of this policy, to pay for loss of tuition and other school/college fees sustained by Your Insured Students due to their loss of academic time and any scholastic credit at the school. The loss of academic time and any scholastic credit must be due solely to a covered cause of loss. The names of Your students who are insured are listed in the Tuition Fees Schedule. This Schedule is attached to and made a part of this policy.

COVERED CAUSE OF LOSS

Disabling Injury(ies) or Sickness

If an Insured Student shall be disabled by reason of Injury or Sickness and is thereby continuously prevented from attending all scheduled classes for a period of time equal to or in excess of the Loss Duration Period, We will pay a benefit for that period of any such loss that exceeds the Elimination Period. The Loss Duration Period and the Elimination Period are as stated in the Benefit Schedule. During His or Her period of incapacity the Insured Student must be regularly treated by a Doctor. Notice to Us must include a Doctor's written statement which medically certifies that the Sickness or Injury prevents the student from attending all scheduled classes.

The daily benefit shall be computed on the basis stated in items 1, 2 and 3 of the Benefit Schedule.

EXCLUSIONS

Coverage does not apply to loss due to:

- (a) war or any act of war (whether declared or undeclared);
- (b) pregnancy and/or childbirth;
- (c) the use of any drug, narcotic or an agent which is similarly classed or has similar effects unless it is given by and while under the care and attendance of a Doctor;
- (d) taking part in a riot;
- (e) failure to attend classes for any reason other than an Injury or Sickness;
- (f) suicide or intentionally self-inflicted Injury or self-inflicted Sickness;
- (g) alcoholism or use of alcohol;

- (h) nuclear reaction, nuclear radiation or radioactive contamination.

CONDITIONS

A. Changes

No change in this policy shall be valid unless approved by one of Our executive officers and unless such approval be endorsed hereon and attached hereto. No agent has authority to change this policy or to waive any of its provisions.

B. Conformity with State Statutes

Any provision of this policy which, on its effective date, is in conflict with the statutes of the state in which this policy is delivered or issued for delivery is hereby amended to conform to the minimum requirements of such statute.

C. Discontinuance of Insurance for an Insured Student

Insurance hereby provided for an Insured Student shall cease of its own accord on the day after the first of the following to occur:

- (1) the date when such Insured Student ceases to remain eligible for coverage as stated in this policy;
- (2) the last day of the period of time for which the last premium payment is made by such Insured Student;
- (3) the termination date of this policy;
- (4) the last day of academic instruction by You due to any cause. If the insurance ceases by reason of item (4) We will make a pro-rata refund of premium; or
- (5) benefits are paid under a Tuition Continuation Benefit Endorsement.

D. Eligibility -- Effective Date of Insurance

All of Your students, except classes not eligible, if any, are eligible for insurance as provided by this policy. Any classes not eligible are stated in Your application for this policy. Unless declined by written notice to Us or to You, insurance for each such eligible person shall start on the effective date of this policy provided that the premium has been paid within 10 days of His or Her start of classes. Insurance for any person later becoming eligible shall start on the date the premium is received by You from the person.

Any person who does not pay the premium for this insurance within ten (10) days of the start of His or Her classes may become insured, subject to Our approval, at any time while remaining eligible by submitting to Us:

- (1) an application therefore;
- (2) such evidence of good health as We may require; and
- (3) the required premium.

The insurance for such person shall start on the first day of the next calendar month after We approve His or Her request and the evidence submitted. Any evidence of good health which We require shall be provided without expense to Us.

E. Entire Policy

This policy constitutes the entire contract between the parties, and no statement made by the School or by any Insured Student whose eligibility has been accepted by Us or Our agent shall be used in defense to a claim hereunder.

F. Grace Period

A grace period of 31 days will be granted for the payment of premiums accruing after the first premium, during which grace period this policy shall continue in force, but the School shall be liable to Us or Our agent for the payment of the premium accruing for the period this policy continues in force.

G. Individual Certificate

When required by law, We will issue to You for delivery to each Insured Student an individual certificate. The certificate shall set forth:

- (1) the benefits provided by this policy;
- (2) to whom benefits are payable; and
- (3) the limitations of this policy as may pertain to each Insured Student.

H. Premium Payments

The payment of any premium to Us or to Our authorized agent shall not maintain this policy in force, except as stated in the Grace Period, beyond the date the next premium becomes due.

I. Records of Insurance

You shall keep a record of:

- (1) each Insured Student by name;
- (2) the amount and effective date of insurance;
- (3) the effective date of changes, if any; and
- (4) the date of and the reason for cessation of insurance.

Any of Your records which have a bearing on the insurance provided by this policy shall be open for Our inspection.

J. Renewal -- Termination Provision

At the end of a policy term, You may renew this policy for an additional term by paying the premium, unless not later than 30 days before the end of the term We give You written notice of Our intent not to renew this policy. Our written notice not to renew will be delivered to You or mailed to Your last known address. Our refusal to renew this policy at the end of any term shall be without prejudice to any claim originating prior thereto. Your premium for each renewal must be paid within the grace period. The premium will be based upon Our premium rates then in effect at the time of each renewal.

K. Termination of Disability

Disability and any loss covered under Part 1 of the Benefits section shall be deemed to have ended on the earliest of the following dates:

- (a) on the last day of the current period of the Insured Student's enrollment at Your facility.
- (b) on the date when He or She again starts to attend classes at any school or institution of learning during the policy term.
- (c) on the date when He or She becomes gainfully employed during the policy term.
- (d) on the date that the Insured Student ceases to be regularly treated by a Doctor.

LOSS CONDITIONS

L. Claim Forms

We or Our agent, upon receipt of a written notice of claim, will furnish to the claimant such forms as are usually furnished by Us for filing proofs of loss. If such forms are not furnished within 15 days after the giving of such notice the claimant shall be deemed to have complied with the requirements of this policy as to proof of loss upon submitting, within the time fixed in this policy for filing proofs of loss, written proof covering the occurrence, the character and the extent of the loss for which claim is made. Such proof must include a Doctor's written statement that medically certifies that the sickness or injury prevents the student from attending all scheduled classes.

M. Legal Actions

No legal action at law or in equity shall be brought to recover on this policy prior to the expiration of 60 days after written proof of loss has been furnished in accordance with the requirements of this policy. No such action shall be brought after the expiration of three years after the time written proof of loss is required to be furnished.

N. Notice of Claim

Written notice of claim must be given to Us or Our agent within 20 days after the occurrence or commencement of any loss covered by this policy, or as soon thereafter as is

reasonably possible. (Notice given by or on behalf of the claimant to the offices of A.W.G. Dewar with information sufficient to identify the Insured Student, shall be deemed notice to Us.)

O. Payment of Claims

All benefits will be payable as soon as We receive the proper written proof of loss.

At Our option, the benefits will be paid to the Insured Student, His or Her parent(s) or legal guardian(s) or to You for credit to His or Her account. Any payment made by Us in good faith shall fully discharge Us to the extent of such payment.

P. Physical Examination and Autopsy

We at Our own expense shall have the right and opportunity to examine the person of any individual whose injury or sickness is the basis of claim when and as often as it may reasonably require during the pendency of a claim hereunder and to make an autopsy in case of death, where it is not forbidden by law.

Q. Proofs of Loss

Written proof of loss must be furnished to Us or Our agent within 90 days after the date of loss. Failure to furnish such proof within the time required shall not invalidate nor reduce any claim if it was not reasonably possible to give proof within such time, provided such proof is furnished as soon as reasonably possible and in no event, except in the absence of legal capacity of the Insured Student, later than one year from the time proof is otherwise required.

DEFINITIONS

“DSM-IV” is the Diagnostic and Statistical Manual of Mental Disorders Edition #4. Any subsequent editions of the same manual are included in this definition.

“Doctor” means any medical doctor (MD) or where required by law, any other medical practitioner in respect to services performed within the scope of the Doctor’s license. These services must be covered by the terms of this policy. The Doctor must be other than a member of the Insured Student’s family.

“Elimination Period” is the time at the beginning of a period of incapacity for which no benefit is payable by Us.

“Injury” means bodily injury caused by an accident. The accident must occur on or after the effective date of the Insured Student’s coverage under this policy and while it remains in force.

“Insured Student”, “His or Her” and “He or She” refers to Your students whose names are listed on the Tuition Fees Schedule attached to and made a part of this policy.

“Loss Duration Period” is the minimum period of time during which the Insured Student must be incapacitated and prevented from attending all scheduled classes to qualify for benefits.

“Riot” means all forms of violence, disorder or disturbance of the public peace by three or more persons assembled together. It does not matter whether they are acting with a common intent or that damage to person or property or unlawful acts is the intent or result of their action.

“Sickness” means a sickness or disease for which symptoms existed and medical advice or treatment was received after the effective date of an Insured Student’s coverage under this policy and while it remains in force.

“Taking part in a riot” means promoting, inciting, conspiring to promote or incite, aiding, abetting or all forms of taking part in a riot. It shall not include action taken in defense of the Insured Student, if such actions are not taken against persons seeking to maintain or restore law and order.

“We”, “Us” or “Our” refers to the Company providing this insurance.

“You” and “Your” refers to the Policyholder shown in the Declarations.

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PRE-EXISTING CONDITIONS EXCLUSION

There is no coverage for any loss due to "injury" or "sickness", if, during the 180 days preceding and including the coverage effective date, there was medical care, advice, consultation or treatment received for the condition, or if symptoms of the condition were present, or if there was any adjustment of medication for the condition.

It is agreed that the policy to which this endorsement is attached, is amended by adding the following:

Coverage commences effective August 13, 2020

STUDENT WITHDRAWAL/DISMISSAL BENEFIT

We agree, subject to the terms of this policy, to pay for claims made for the return of fees paid or payable for the attendance of the student at the School/College during the period of coverage. Benefits will be paid due to Your “dismissal” of the Insured Student or His or Her “withdrawal” from the School/College. A student’s “dismissal” must be for scholastic or disciplinary reasons. His or Her “withdrawal” can be for any reason other than those excluded. The names of Your students and the amount of the fees We are insuring are listed in the Tuition Fees Schedule. This Schedule is attached to and made a part of this policy. At Our option, the benefit will be paid to either the Insured Student or His or Her legal guardian or to You for credit to His or Her account.

BENEFIT SCHEDULE

“Dismissal”: In the event any Insured Student has attended the School/College for more than 14 consecutive days from the first “class day” of attendance and is dismissed by You for scholastic or disciplinary reasons, We will pay 75% of any “unearned fees” due to or from the Insured Student to, at Our option, either the said student, His or Her parent(s) or legal guardian or to You for His or Her credit.

“Withdrawal”: In the event any Insured Student has attended the School/College for more than 14 consecutive days from the first “class day” of attendance and withdraws or is withdrawn for any reason other than those listed under the Exclusions, We will pay 75% of any “unearned fees” due to or from the Insured Student to, at Our option, either the said student, His or Her parent(s) or legal guardian or to You for His or Her credit.

EXCLUSIONS

We shall not be liable under this coverage:

- (1) if the Insured Student is dismissed or withdrawn from the School/College:
 - (a) because of being inducted or drafted into the armed forces or being assigned alternative duty in lieu of active military service by His or Her Draft Board. In this case, We will make a pro-rata refund of unearned premium.
 - (b) prior to or within the first 14 consecutive days after His or Her first “class day” of attendance. In this case, We will make a pro-rata refund of unearned premium.
- (2) if the Insured Student’s “dismissal” or “withdrawal” from the School/College is caused or contributed to by:
 - (a) any hostile or warlike action in time of peace or war. This includes action in hindering, combating or defending against an actual, impending or expected attack.
 - (b) any rebellion, riot, civil commotion or action taken by a government authority in hindering, combating or defending against such an event.
 - (c) any order of a de jure or de facto governmental or sovereign power directed to the student.
 - (d) any nuclear reaction or radiation or radioactive contamination.
 - (e) destruction of any of Your physical facilities due to any cause whatsoever.

- (f) Your bankruptcy, insolvency or other financial instability. This must result in Your inability to operate and to provide formal academic instruction.
- (3) for temporary non-medical absences.
- (4) for temporary suspension of the Insured Student or classes.
- (5) for Your closing for any reason.
- (6) for boycotting of classes by the Insured Student.
- (7) for changes of the Insured Student status because of reduction in class schedule or for a change from resident to day student for any reason.
- (8) for “withdrawal” or absence from class attendance for the balance of the period of enrollment, as specified in the Tuition Fees Schedule, due to completion of academic requirements or early graduation.

GENERAL CONDITIONS

Inspection of Records: We shall be permitted to examine and audit all of Your books and records on this policy at any reasonable time and from time to time. This permission shall extend to the later of:

- (a) one year after the termination of the policy; or
- (b) until final adjustment and settlement of all claims hereunder.

Investigation and Payment of Losses: We or Our agent shall be permitted to investigate all circumstances surrounding each “dismissal” or “withdrawal”. Payment made by Us prior to the completion of Our investigation shall not prejudice Our right of recovery under this policy; nor shall such payment commit Us to any liability.

Notice of “Dismissal” and “Withdrawal”: Upon the “dismissal” or “withdrawal” of an Insured Student, written notice must be given by the Insured Student or His or Her parent(s) or legal guardian and by You on His or Her behalf. It must be given to Us or to Our agent not later than 30 days after the “dismissal” or “withdrawal” from which the claim arises. Such notice shall contain particulars sufficient to identify the Insured Student. It must also contain obtainable information on the time, place and circumstances of the “dismissal” or “withdrawal”. If an Insured Student withdraws due to Sickness or Injury, such notice must include a Doctor’s written statement on a form provided by Us which medically certifies that the Sickness or Injury prevents the student from completing the term.

DEFINITIONS

“Class day” refers to days of formal academic instruction. It includes examination days but excludes days of pre-season athletic practice, orientation, registration and graduation.

“Dismissal” or “Withdrawal” means the complete severance from classes for the balance of the period of coverage.

“Unearned fees” is the portion of the insured fees paid or payable to You by the Insured Student for the remaining time in the current school year after His or Her “dismissal” or “withdrawal” from the School/College.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION OF CERTIFIED ACTS OF TERRORISM

This endorsement modifies insurance provided under the following:

TUITION PROTECTION INSURANCE

A. The following definitions are added with respect to the provisions of this endorsement:

“Certified act of terrorism” means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a “certified act of terrorism” include the following:

1. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

B. The following exclusion is added:

CERTIFIED ACT OF TERRORISM EXCLUSION

We will not pay for loss or damage caused directly or indirectly by a “certified act of terrorism”. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.

C. Application Of Other Exclusions

The terms and limitations of any terrorism exclusion or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for any loss which would otherwise be excluded under this Coverage Part or Policy, such as losses excluded by the Nuclear Hazard Exclusion or the War and Military Action Exclusion.

EXECUTION OF OFFICERS' SIGNATURES

In Witness Whereof, we have caused this policy to be executed and attested, and, if required by state law, this policy shall not be valid unless countersigned by our authorized representative.



Secretary



President

ATLANTIC SPECIALTY INSURANCE COMPANY

OUR POLICY REGARDING YOUR PRIVACY

In order to provide tuition refund plans that respond to our customers' diverse needs, A.W.G. Dewar, Inc. ("DEWAR") collects certain personal information. DEWAR does not disclose any nonpublic personal information to any affiliated or nonaffiliated third party for marketing purposes. At DEWAR, maintaining the confidentiality of our customers' personal information is of the highest importance. DEWAR's personal information-handling practices are governed by this privacy policy and are further regulated by law. This notice describes those practices and how they preserve your privacy in a way that permits DEWAR to provide you with the products and service you demand.

Collection of Personal Information

We get most of our information directly from you. The application you complete, as well as any additional information you provide, generally gives us most of the information we need to know. Sometimes we may contact you to obtain additional information. Your information is used to send your tuition refund plan to you, to contact you when necessary for the transaction, and for billing purposes. Information collected from you may include your name, address, telephone number, email address, school information, student ID number, social security number, credit card number and expiration date.

Disclosure of Personal Information

Information about you which has been collected will be contained in our records. We review it in evaluating your request for a tuition refund plan. We will also use information in our records for purposes related to issuing and servicing plans and settling claims. DEWAR may disclose personal information to others in order to service, process or administer business such as claims operations. In this context, DEWAR may disclose (i) information we receive from you on applications and other forms, including information such as assets, income, and identifying information such as name, address and social security number; and (ii) transaction information such as information about balances, payment history and parties to the transaction.

Parties to Whom Information May be Disclosed

DEWAR will not disclose information about you to others without your written consent unless the disclosure is necessary to conduct our business. By law, DEWAR is permitted to share information about you without prior permission to the following parties: • Your agent or broker • Those who perform business, professional or insurance roles for us • Those who need to research, defend or settle claims involving you • Insurance support organizations that collect data to help fight and prevent insurance fraud • Agencies that help regulate our business • Government agencies that protect us in cases of fraud or illegal activity • Persons ordered by subpoena, warrant or other court order • Parties representing you in some way (lawyers, accountants, auditors) • Insurance rate advisory organizations • Those backing our rights in regards to debt settlement, audit or interest transfer • Parties who handle transactions you request or sign off on.

Right of Access to Personal Information

You have the right to know what kind of information we keep in our files about you, to have reasonable access to it and to receive a copy. Write to us if you have questions about the information. Provide your complete name, address, type of tuition refund plan, and certificate number that was issued or applied for with us. Email your request to trp@dewarinsurance.com, or mail your request to A.W.G. Dewar, Inc. 4 Batterymarch Park, Quincy, MA 02169. You may also call 617-774-1555. Certain types of information generally collected when evaluating claims or possible lawsuits need not be disclosed to you.

Within thirty (30) business days of receipt of your request, we will inform you in writing of the nature and substance of retrievable recorded personal information about you in our files. You may review this information in person or receive a copy by mail.

After you have reviewed the personal information about you in our file, you can write to us if you believe it should be corrected, amended or deleted. We will consider your request, and within thirty (30) days either change the information or tell you that we did not and state the reason. If we do not make changes, you will have the right to insert in our file a concise statement containing what you believe to be the correct, relevant or fair information, and explaining which information on file you believe to be improper. We will notify persons designated by you to whom we have previously disclosed the information of the change or your statement. Subsequent disclosures we make also will include your statement.

Confidentiality and Security of Personal Information

Our company maintains appropriate standards and procedures to prevent unauthorized access to your information. DEWAR limits employee access to personally identifiable information to those with a business reason for knowing such information. We educate our employees so that they will understand the importance of confidentiality of personal information and take appropriate measures to enforce privacy responsibilities.

Treatment of Personal Information of Former Customers

DEWAR follows this personal information privacy policy even when a customer relationship no longer exists.

DEWAR may modify this Policy from time to time. The current policy is always available at www.tuitionrefundplan.com. If significant changes are made to the Policy, DEWAR will notify its policyholders.

Effective: February 2011