

**Access:** You have the right to inspect and get copies of any of your health information that we have used to make decisions about you. You must make such a request in writing. We have the right to charge you a reasonable fee for expenses associated with your request. We encourage you to contact us to clarify the scope of the information you may be requesting.

**Amendment:** If you believe that your health information records are inaccurate or incomplete, you may request that we amend those records. Your request must be in writing and must explain why the information should be amended. We may deny your request for certain reasons; for example, if the information was not created by us, or if we determine that the information is correct and accurate. If we deny your request, we will provide you with a written explanation, and you may respond with a statement of disagreement, which will be appended to the information you want amended.

**Restrictions:** You have the right to request, in writing, additional restrictions on the uses and disclosures of your health information. We are not required to agree to those restrictions.

**Confidential Communication:** You have the right to request that we communicate with you about your health information by reasonable alternative means or at an alternative location if our normal means of communication endangers you. We will attempt to honor reasonable requests for alternative confidential communications.

**Accounting of Disclosures:** We are required to keep a record of certain disclosures of your health information, and you have a right to request a list of these disclosures, which is called an Accounting of Disclosures. This accounting would include, for example, the types of disclosures identified above under the Public Benefit section, if any such disclosures have occurred. Your request must be in writing. We will provide one list per 12-month period free of charge. We may charge you for additional lists.

**Paper Copy of Notice:** You have a right to request and receive a paper copy of this notice at any time. You may also obtain a copy of the current version of this notice at our Web site, [weatrustsecure.com/trustsecure-notice](http://weatrustsecure.com/trustsecure-notice).

## Questions and Complaints

If you want more information about our privacy practices or have questions, please contact our business associate, Educators Benefit Consultants Customer Service, at (888) 507-6053. Alternatively, you may contact us using the information listed at the end of this notice.

If you believe we may have violated your privacy rights, or if you disagree with a decision we made about any of the rights described in this notice, you may file a complaint with us using the contact information below. You may also file a complaint with the Secretary of the U.S. Department of Health and Human Services. We support your right to have your health information treated in a private fashion. We will not retaliate in any way if you choose to file a complaint.

Contact: Privacy Office  
Telephone: (800) 279-4000  
Fax: (608) 661-6794  
E-mail: [privacy@weatrust.com](mailto:privacy@weatrust.com)  
Address: See below



**Mailing Address:**

P.O. Box 7338  
Madison, WI 53707-7338

**Voice/TTY:**

608.276.4000  
800.279.4000

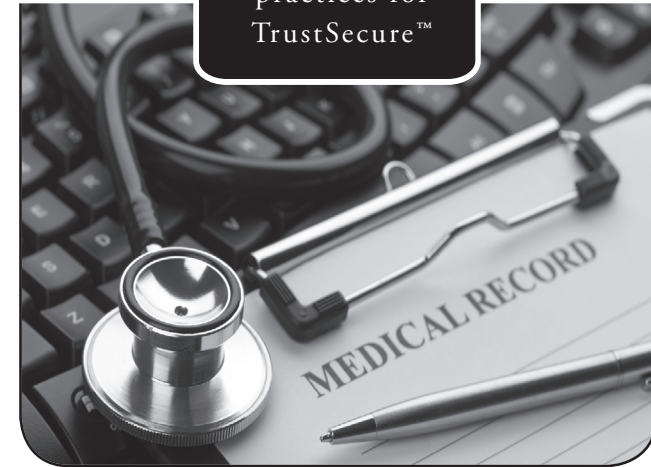
[weatrust.com](http://weatrust.com)

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# NOTICE OF PRIVACY PRACTICES

Privacy  
practices for  
TrustSecure™



**THIS NOTICE DESCRIBES HOW MEDICAL  
INFORMATION ABOUT YOU MAY BE  
USED AND DISCLOSED AND HOW YOU  
CAN GET ACCESS TO THIS INFORMATION.  
PLEASE REVIEW THIS NOTICE CAREFULLY.**



Defining Excellence. Delivering Value.  
THE TRUST DIFFERENCE.

We are required by federal and state law to maintain the privacy of your health information. We are also required to give you this notice about our privacy practices, our legal duties, and your rights concerning your health information. We must follow the privacy practices that are described in this notice while it is in effect. This notice takes effect January 1, 2009, and will remain in effect until we replace it. It describes the practices we follow in administering TrustSecure™.

We reserve the right to change our privacy practices and to amend this notice at any time, as long as such changes are consistent with applicable law. We reserve the right to make changes in our privacy practices and notice effective for all health information that we maintain, including health information we created or received before we made the changes. If we make material changes to our practices, we will promptly revise our notice and make it available to you.

### **Organizations and Insurance Policies Covered by this Notice**

The WEA Insurance Trust and the WEA Insurance Corporation are affiliated entities. This notice applies to the post-employment medical expense reimbursement plan offered by the WEA Insurance Trust and associated activities of the WEA Insurance Corporation.

### **Uses and Disclosures of Health Information**

We use and disclose health information about you for purposes of payment functions and health care operations.

**Payment Functions:** For example, we may use and disclose your health information to determine your eligibility for medical expense reimbursement benefits, to determine and reimburse the allowable amount for your premiums, and to determine and pay the allowable reimbursement for account balances on claims from physicians, hospitals, and other providers of services that are covered by TrustSecure™.

**Health Care Operations:** We may use and disclose your health information for a variety of insurance-related activities, such as:

- Quality assessment and improvement activities.
- Activities designed to improve health or reduce health care costs, including sharing information with regional or national health information organizations.

- Conducting or arranging for medical review, legal services, and auditing, including fraud and abuse detection programs.
- Informing you about new products we offer.
- Business planning and development, including cost management and analyses and formulary development.
- Business management and general administrative activities, such as customer service and resolution of internal grievances.

There are several other situations in which we may be required or permitted to disclose your health information:

**Public Benefit:** We may use and disclose your health information as authorized by law for the following purposes deemed to be in the public interest or benefit:

- As required by law; for example, when required by a court order in medical malpractice litigation.
- Health oversight activities such as audits, investigations, inspections, licensure, and other proceedings related to oversight of the health care system.
- Judicial and administrative proceedings.
- To law enforcement officials; for example, in response to a valid subpoena, to identify a crime victim, or locate a missing person.
- To coroners, medical examiners, and funeral directors; for example, to identify a deceased person.
- To researchers for certain projects such as those to improve quality of care or the safe and efficient delivery of health care services.
- For organ and tissue donation.
- To avert a serious threat to health or safety.
- As authorized by state worker's compensation or similar laws.

**Organized Health Care Arrangement:** We may share your protected health information with another group health plan that is maintained by your employer to better serve you as a participant in the plans, but only if we are part of an Organized Health Care Arrangement (OHCA) with the other group health plan.

**Disclosure to Your Employer:** We may disclose enrollment and disenrollment information to your employer. As a general practice, we may also disclose summary information about TrustSecure™ investment activities and aggregate fund balances that your group has experienced if your employer requests it; however,

this will not include individually identifiable health information.

In certain cases, we may need to disclose your health information to your employer for its legitimate administrative purposes, such as auditing or monitoring payment of benefits under TrustSecure™. Before we may do that, your employer must amend its insurance contract with us to establish the limited uses and disclosures it may make of your health information, and will identify the job functions authorized to receive, use, or disclose your information. In those cases, the employer must first implement its own privacy policies and procedures consistent with state and federal law and may not use the information for any employment-related decision.

Except as described above, we will not disclose your individually identifiable health information to your employer unless you expressly authorize us to do so in writing.

**Health-Related Products or Services:** We may use your health information to contact you about replacement of, or enhancement to your TrustSecure™ plan. However, we will obtain your authorization before sending you information about other health-related products and services including insurance, such as life insurance policies. We will not disclose your health information to other entities for their marketing purposes.

**Restrictions on Other Uses or Disclosures Without Your Written Authorization:** Except as described in this notice, we will not use or disclose your health information without written authorization from you. If you do authorize us to use or disclose your health information for another purpose, you may revoke your authorization in writing at any time, and we will no longer use or disclose your health information for the purpose you previously authorized. Your revocation will not affect any use or disclosures permitted by your authorization while it was in effect.

### **Your Individual Rights With Respect to Your Health Information**

Please see the contact information at the end of this notice about how to implement these rights and find out what costs might be involved.

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