

Notice of HIPAA Privacy Practices



Minnesota Life Insurance Company - a Securian Financial company
Life New Business • 400 Robert Street North, St. Paul, MN 55101-2098 • 651-665-3500

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.

The terms of this Notice of HIPAA Privacy Practices apply to **Minnesota Life Insurance Company** with respect to its long term care insurance agreements. The organization will share protected health information of applicants and insureds as necessary to carry out treatment, payment, and health care operations as permitted by law.

We are required by law to maintain the privacy of your protected health information and to provide you with notice of our legal duties and privacy practices with respect to your protected health information, and to notify affected individuals following a breach of unsecured protected health information. We are required to abide by the terms of this Notice so long as it remains in effect. We reserve the right to change the terms of this Notice of HIPAA Privacy Practices as necessary and to make the new Notice effective for all protected health information maintained by us. Copies of revised notices will be provided to all insureds then covered and copies may be obtained by mailing a **written request** to us.

USES AND DISCLOSURES OF YOUR PROTECTED HEALTH INFORMATION

Your Authorization. Except as outlined below, we will not use or disclose your protected health information for any purpose unless you have signed a form authorizing the use or disclosure. You have the right to revoke that authorization in writing unless we have taken any action in reliance on the authorization.

Uses and Disclosures for Payment. We will make uses and disclosures of your protected health information as necessary for payment purposes. For instance, we may use information regarding treatment and services provided to you in order to process and pay claims, to determine whether services are required as covered under the terms of your agreement.

Uses and Disclosures for Health Care Operations. We will use and disclose your protected health information as necessary, and as permitted by law, for our health care operations which may include business management, quality improvement and assurance, underwriting, reinsurance, compliance, auditing, rating, and other functions related to your application or agreement.

Family and Friends Involved In Your Care. With your approval, we may from time to time disclose your protected health information to designated family, friends, and others who are involved in your care or in payment for your care in order to facilitate that person's involvement in caring for you or paying for your care. If you are unavailable, incapacitated, or facing an emergency medical situation, and we determine that a limited disclosure may be in your best interest, we may share limited protected health information with such individuals without your approval. If you have designated a person to receive information regarding payment of the charges for your long term care agreement, we will inform that person when your charges have not been paid. We may also disclose limited protected health information to a public or private entity that is authorized to assist in disaster relief efforts in order for that entity to locate a family member or other persons that may be involved in some aspect of caring for you.

Business Associates. Certain aspects and components of our services are performed through contracts with outside persons or organizations, including but not limited to, licensed insurance agents, reinsurers, third party administration services, auditing, actuarial services, legal services, etc. At times it may be necessary for us to provide certain of your protected health information to one or more of these outside persons or organizations who assist us with our health care operations. In all cases, business associates are required by law and by contract to appropriately safeguard the privacy of your information.

Communications With You. We may communicate with you regarding your claims, charges, or other things connected with your application or agreement. You have the right to request and we will accommodate reasonable requests by you to receive communications regarding your protected health information from us by alternative means or at alternative locations, if you inform us in writing that disclosure of such information would otherwise endanger you. For instance, if you wish messages to not be left on voice mail or sent to a particular address, we will accommodate reasonable requests. You may request such confidential communication by sending a **written request** to us.

Other Health-Related Products or Services. We may, from time to time, use your protected health information to determine whether you might be interested in or benefit from treatment alternatives or other health-related programs, products or services which may be available to you as an insured. For example, we may use your protected health information to identify whether you have a particular illness, and contact you to advise you that a disease management program to help you manage your illness better is available to you as an insured. We will not use your information to communicate with you about products or services which are not health-related without your written permission.

Information Received Prior to Issuance of an Agreement. We may request and receive from you and your health care providers protected health information prior to the issuance of an agreement to you. We will use this information to determine whether you are eligible for an agreement and to determine your charges. We will protect the confidentiality of that information in the same manner as all other protected health information we maintain and, if the agreement is not issued, we will not use or disclose the information about you we obtained for any other purpose.

Research. In limited circumstances, we may use and disclose your protected health information for research purposes. For example, a research organization may wish to compare outcomes of patients by payer source and will need to review a series of records that we hold. In all cases where your specific authorization has not been obtained, your privacy will be protected by strict confidentiality requirements applied by an Institutional Review Board or privacy board which oversees the research or by representations of the researchers that limit their use and disclosure of insured information.

Other Uses and Disclosures. We are permitted or required by law to make certain other uses and disclosures of your protected health information without your authorization.

- We may release your protected health information for any purpose required by law;
- We may release your protected health information as required by law if we believe you to be a victim of abuse, neglect, or domestic violence;
- We may release your protected health information if required by law to a government oversight agency conducting audits, investigations, or civil or criminal proceedings;
- We may release your protected health information if required to do so by a court or administrative ordered subpoena or discovery request; in most cases you will have notice of such release;
- We may release your protected health information to law enforcement officials as required by law to report wounds and injuries and crimes;
- We may release your protected health information for certain research purposes when such research is approved by an institutional review board with established rules to ensure privacy; and
- We may release your protected health information if you are a member of the military as required by armed forces services; we may also release your protected health information if necessary for national security or intelligence activities.

RIGHTS THAT YOU HAVE

Access to Your Protected Health Information. You have the right to copy and/or inspect much of the protected health information that we retain on your behalf. All requests for access must be made in writing and signed by you or your representative. You may obtain access to your protected health information by sending a *written request* to us.

Amendments to Your Protected Health Information. You have the right to request in writing that protected health information that we maintain about you be amended or corrected. We are not obligated to make all requested amendments but will give each request careful consideration. All amendment requests, in order to be considered by us, must be in writing, signed by you or your representative, and must state the reasons for the amendment/correction request. If an amendment or correction you request is made by us, we may also notify others who work with us and have copies of the uncorrected record if we believe that such notification is necessary. You may request an amendment or correction by sending a **written request** to us.

Accounting for Disclosures of Your Protected Health Information. You have the right to receive an accounting of certain disclosures made by us of your protected health information after May 17, 2010 or the date of your application for this agreement, whichever is later. Requests must be made in writing and signed by you or your representative. You may obtain an accounting of certain disclosures by sending a **written request** to us.

Restrictions on Use and Disclosure of Your Protected Health Information. You have the right to request restrictions on certain uses and disclosures of your protected health information for treatment, payment, or health care operations by notifying us of your request for a restriction in writing. You may request restrictions on certain uses and disclosures by sending a **written request** to us. We are not required to agree to your restriction request but will attempt to accommodate reasonable requests when appropriate and we retain the right to terminate an agreed-to restriction if we believe such termination is appropriate. In the event of a termination by us, we will notify you of such termination. You also have the right to terminate, in writing or orally, any agreed-to restriction by sending a **written request** to us.

State Law. This Notice describes your rights and our obligations under federal law. Additional rights may be available to you under state law.

Complaints. If you believe your privacy rights have been violated, you can file a complaint with: **Minnesota Life Insurance Company, ATTN: CHIEF PRIVACY OFFICER, 400 Robert Street North, St. Paul, MN 55101-2098.** You may also file a complaint with the Office for Civil Rights of the U.S. Department of Health and Human Services in writing within 180 days of a violation of your rights. There will be no retaliation for filing a complaint.

FOR FURTHER INFORMATION AND WRITTEN REQUESTS

For all written requests described above, if you have questions or need further assistance regarding this Notice, please contact: **Minnesota Life Insurance Company, ATTN: CHIEF PRIVACY OFFICER, 400 Robert Street North, St. Paul, MN 55101-2098.**

You retain the right to obtain a paper copy of this Notice of Privacy Practices, even if you have requested such copy by e-mail or other electronic means.

EFFECTIVE DATE

This Notice of Privacy Practices is effective April 28, 2023.