



## CONFIDENTIAL ABUSE INFORMATION NOTIFICATION

We may receive confidential abuse information from you or other sources. These other sources, public and private, include: physicians; hospitals; medical clinics; insurance companies; investigative consumer reports; or the Medical Information Bureau.

Confidential abuse information is information about acts of domestic abuse or abuse status. This includes: the work or home address and telephone number of a protected person; information regarding the status of an applicant or insured as a family member, employer, or associate of a victim of domestic abuse; or a person with whom an applicant or insured is known to have direct, close personal family or abuse-related counseling relationship.

We are prohibited by law to take the following actions based on a person's abuse status: denying, refusing to issue, renew or reissue, canceling or otherwise terminating a policy; charging a higher premium for the policy; or restricting or excluding coverage or benefits of a policy.

A protected person is a victim of domestic abuse who notified us that he or she has been a victim of domestic abuse. We are prohibited from disclosing confidential abuse information concerning a protected person. This prohibition includes location information. A protected person also has the right to revoke the record release authorization, effective ten (10) days after receipt by us, but doing so may result in an application or claim being denied or otherwise adversely affecting insurance action.

We may disclose confidential abuse information without prior authorization: 1) to the protected person or to an individual designated by the protected person; 2) to a health-care provider for the direct provision of health-care services; 3) to a licensed physician designated by the protected person; 4) pursuant to a court order or as otherwise required by law; 5) when necessary for a valid business purpose to transfer information that includes confidential abuse information that cannot reasonable by segregated without undue hardship or that is relevant to processing a claim, provided the recipient has agreed to be bound by the provision of the Domestic Abuse Insurance Protection Act in all respects and to be subject to enforcement of the act in the courts of New Mexico, and the information is disclosed or transferred only: a) to a reinsurer; b) to a party to a proposed or consummated sale, transfer, merger or consolidation or all or part of the business of us; c) to medical or claims personnel contracting with us, but only when necessary to process an application or claim, perform our duties under the policy or protect the safety or privacy of a victim of domestic abuse; or d) with respect to address and telephone number, to entities with which we transact business when the business cannot be transacted without the address or telephone number; 6) to an attorney who needs the information to represent us effectively; 7) to the policy owner or assignee, in the course of delivery of the policy; or 8) to any other entities deemed appropriate by the Superintendent.

Confidential abuse information used by an insurance support organization to prepare its report to us may be retained by the insurance support organization, but may not be disclosed to other persons without the written consent of the protected person, except as permitted by the Domestic Abuse Insurance Protection Act and the Confidential Abuse Information Rule.

If we are required, pursuant to an order from the Superintendent or a court of competent jurisdiction or as otherwise required by law, to disclose the location information of protected person, we will: within ten (10) days give the protected person notice of receipt of the order; advise the person issuing the order that the protected person's location information is confidential and protected by the Domestic Abuse Insurance Protection Act and the Confidential Abuse Information Rule; and continue to otherwise maintain the confidentiality of the location information.

We may not sell or otherwise disclose the location information of a protected person, except as permitted by paragraph 4A(3) of the Domestic Abuse Insurance Protection Act, without having first obtained the written consent of the protected person. This prohibition does not apply to location information disclosed to or utilized by insurance support organizations, including, but not limited to: index, fraud and medical information bureaus, which assist us with underwriting, claims settlement, detection or prevention of fraud, or detection or prevention of material misrepresentation or material nondisclosure.

We have instituted a location information confidentiality program. The policies and procedures are to protect against any collection, use, disclosure or transfer of confidential abuse information, including location information that would violate the Domestic Abuse Protection Act. Only authorized employees will have access to the confidential information. We will not disclose any confidential abuse information except as permitted by the Domestic Abuse Insurance Protection Act and the Confidential Abuse Information Rule.

You have the right to submit a written request for access to confidential abuse information. The request for access to confidential abuse information must be reasonable. We will inform you of the substance and nature of such abuse information within thirty (30) business days from the date of receipt of the request. You are permitted to personally see and copy the confidential abuse information, or, for a fee, to receive a copy by mail. We will disclose the identity, if known, of all persons or entities we have disclosed confidential information to within two (2) years prior to the request. Any confidential abuse information provided to you will identify the source of the information, unless the source is our agent, a protected person, or a natural person acting in a personal capacity rather than a professional or business capacity. The rights granted in this section do not extend to information that relates to and is collected in connection with or in anticipation of a claim or civil or criminal proceeding.

You have the right to request in writing that we correct, amend or delete confidential abuse information. Within thirty (30) business days from the receipt of a request we will notify you of the correction, amendment or deletion of the information in dispute or notify you of our refusal to make the correction, amendment or deletion. If we correct, amend or delete confidential abuse information we will furnish the correction, deletion or amendment to any person designated by you who may have received confidential abuse information. If a protected person disagrees with our refusal to correct, amend or delete confidential abuse information, the protected person can file a statement of disagreement. The rights granted in this section do not extend to information that relates to and is collected in connection with or in anticipation of a claim or civil or criminal proceeding.

If you wish to be a protected person you must complete the signature page and return it to us.



## CONFIDENTIAL ABUSE INFORMATION NOTIFICATION

I, \_\_\_\_\_, have been a victim of domestic abuse or I provide shelter, advocacy, counseling or protection to victims of domestic abuse. I wish to be classified as a protected person. As a protected person, the insurer may not disclose my confidential abuse information and location information except as permitted by the Domestic Abuse Protection Act and the Confidential Abuse Information Rule or as I have authorized.

I \_\_\_ do wish \_\_\_ do not wish my protected location information to be used for marketing purposes.

Signature of Applicant \_\_\_\_\_ Date \_\_\_\_\_