

ACE American Insurance Company (A Stock Company) Philadelphia, PA 19106

Blanket Student Accident Insurance Policy

Policyholder:	ENCINITAS UNION S. D.

Policy Number: SDA N108008701- 5442

Policy Effective Date: 5/1/2021

Policy Term: 5/1/2021 to 9/30/2022

State of Delivery: District of Columbia

Premium Due Date: On or before the Policy Effective Date.

Administrator: Myers-Stevens & Toohey & Co., Inc.

26101 Marguerite Parkway Mission Viejo, CA 92692—3203

(800) 827-4695

This Policy (hereafter referred to as the Policy) is issued to the Policyholder named in the Policy Schedule. It takes effect at 12:01 A.M. at the Policyholder's address on the Policy Effective Date in the Policy Schedule.

In return for the payment of the required premium, ACE American Insurance Company (The Company) will pay the benefits that the Policy provides for persons insured hereunder for certain losses, as specified in the Description of Benefits, for loss due to Injury that occurs while the Policy and the Covered Person's coverage are in force. The Policy is delivered in and is subject to the laws of the state in which it is issued.

The Company and the Policyholder have agreed to all the terms of the Policy.

Signed for ACE American Insurance Company in Philadelphia, Pennsylvania.

The Policy is a legal contract between the Policyholder and The Company.

LIMITED BENEFITS, PLEASE READ THE POLICY CAREFULLY.

JOHN J. LUPICA, President

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ELIGIBILITY

The Eligible Persons are those individuals listed in the Class(es) below.

Eligible Class	<u>Description</u>
Class 1	Pre-School Students
Class 2	Kindergarten Students
Class 3	Students Grade 1 through 8
Class 4	Students Grade 9 through 12
Class 5	Full-time Employees and Faculty
Class 6	Official Chaperones
Class 7	Students enrolled in special education courses

Eligible Classes may be afforded the following Coverages:

Coverage Description	Eligible Classes
Interscholastic Tackle Football Tryout Coverage	4
Powder Puff Football Coverage	3, 4
Elementary Competitors' Team Coverage	2, 3
Short Term 24-Hour Coverage	1, 2, 3, 4, 6
 Limited Activities and Competitors Coverage Non-competing Participants, Interscholastic Sports Oversight, One Day Field Trips, Felonious Assault Blanket Accident Death 	1, 2, 3, 4 1, 2, 3, 4, 5
School-to-Work Coverage	4
Specified Activities Coverage	As stated on the Specific Activities Coverage Enrollment Form

Eligible Classes may be afforded the following Coverages on a voluntary basis:

Voluntary School-Time Accident-Only Coverage	1, 2, 3, 4, 7
24-Hour Accident-Only Coverage	1, 2, 3, 4, 5, 7
Interscholastic Tackle Football Coverage	4

PREMIUM SCHEDULE

Rate per Insured, per Term of Coverage (except as specified below).

Coverage Descriptions	High Option	Mid Option	Low Option
School-Time Accident-Only Coverage	\$79	\$68	\$53
Including Interscholastic Athletics Voluntary Interscholastic Tackle Football Coverage	\$339	\$295	\$235
Additional Coverage Descriptions	<u>Rate</u>		
Powder Puff Football Coverage	\$10 (\$50 minimum)	
Elementary Competitors' Team Coverage	\$5 (\$200 minimum)	
School-to-Work Coverage	\$6 (\$250 minimum)	
Interscholastic Tackle Football Tryout Coverage	\$6 (\$50 minimum)		
Short-Term 24-Hour Coverage	\$1.22 per calendar	day (\$35 mi	nimum)
Specified Trip Coverage – Tackle Football	\$2.40 per calendar	day	
Specified Trip Coverage – All Other Activities	\$1.80 per calendar	· day	

Premiums: The full premium must be included for the period of coverage selected. All premiums received by The Company will be considered fully earned and non-refundable.

SCHEDULE OF BENEFITS

I. COVERAGES (BLANKET): Interscholastic Tackle Football Tryout Coverage; Powder Puff Football Coverage; Elementary Competitors' Team Coverage; Short-Term 24-Hour Limited Activities and Competitors Coverages (Non-Competing Coverage: Participants, Interscholastic Sports Oversight; One Day Field Trip); and School-to-Work Coverage. Specific Activities Coverage benefits are as stated on the Specific **Activities Coverage Enrollment Form.**

A. Accident Medical Expense Benefit

Scope of Coverage: Full Excess

<u>Coverage</u>	Maximum Benefit Amount for All Covered Expenses (per Occurrence):
Interscholastic Tackle Football Coverage	\$1,500
Powder Puff Football Coverage	\$1,500
Elementary Competitor's Team Coverage	\$1,500
Short Term 24-Hour Coverage:	\$25,000
Emergency Sickness Benefit:	\$1,000
Limited Activities and Competitors'	
Coverage (Non-Competing	
Participants; Interscholastic Sports	
Oversight; One Day Field Trip):	\$1,500, per each
School-to-Work Coverage	\$25,000
Deductible: Co-Insurance Rate:	\$0 100% of Covered Expenses

- II. COVERAGES (VOLUNTARY): Voluntary School-Time Accident Only Coverage; 24-Hour Accident Only Coverage; and Interscholastic Tackle Football Coverage
 - **B.** Accident Medical Expense Benefit

Voluntary School-Time Accident Only Coverage: Coverage (Voluntary):

24-Hour Accident-Only Coverage: and. Interscholastic Tackle Football Coverage

Low Option High Option Mid Option

Deductible Amount, per Accident: \$0 \$50 \$100

The benefits payable are defined in the Description of Benefits provision of the Policy. Benefits are payable on the following basis: Full Excess.

Aggravations or Re-Injury of an \$500 Maximum \$500 Maximum \$500 Maximum Injury – Occurring prior to the Benefit per Policy Benefit per Policy Benefit per Policy Insured's Effective Date of Term Term Term Coverage Aggravations or Re-Injury of an \$500 Maximum \$500 Maximum \$500 Maximum Injury – Occurring prior to the Benefit per Policy Benefit per Policy Benefit per Policy Insured's Effective Date of Term Term Term Coverage

Maximum Benefits:

Injuries sustained as a result of riding in or on, entering or alighting from or being struck by a motor vehicle

Any vehicle that is not specifically excluded: \$25,000 per Covered Accident

School-time and high school tackle football injuries must be reported to the school within 72 hours of the date of Injury. The first Physician's visit must be within 120 days after the Accident.

C. Accidental Death & Dismemberment Benefit:

Coverage Options: School-Time Accident-Only Coverage Including Interscholastic

Athletics, Voluntary Interscholastic Tackle Football Coverage

Principal Sum: \$10,000

Time Period for Accident: 365 days from the date of a Covered Accident

Covered Losses: Accidental Death, Dismemberment, Loss of Sight, Paralysis

Psychiatric/Psychological Counseling Benefit:

Maximum Benefit Amount: \$5,000

^{*}Percentage is based on Usual, Customary and Reasonable Charges incurred by the Insured Person. If the Insured is diagnosed with a concussion as a result of an injury received while participating in a Covered Activity, and the Insured is prohibited from participating in Interscholastic Sports as a result of the School's formal concussion protocol, benefits for the treatment of that concussion will be paid at 100% of the Usual, Customary and Reasonable charges with no deductible, subject to all other terms and conditions of the Plan.

II. ADDITIONAL COVERAGES: INTERSCHOLASTIC TACKLE FOOTBALL TRYOUT COVERAGE, POWDER PUFF FOOTBALL COVERAGE, ELEMENTARY COMPETITORS' TEAM COVERAGE, SCHOOL-TO-WORK COVERAGE, SPECIFIED TRIP COVERAGE

The benefits payable are defined in the Description of Benefits provision of the Policy. Benefits are payable on the following basis: Full Excess.

Accident Medical Expense Benefit

Additional Coverage Descriptions	Benefit Maximum	Coinsurance Rate for All Covered Expenses	<u>Deductible</u>
Interscholastic Tackle Football Tryout Coverage	\$1,500 per Covered Accident	100% *	\$0
Powder Puff Football Coverage	\$1,500 per Covered Accident	100% *	\$0
Elementary Competitors' Team Coverage	\$1,500 per Covered Accident	100% *	\$0
School-To-Work Coverage	\$25,000 per Covered Accident	100% *	\$0
Specified Trip Coverage	\$25,000 per Covered Accident	100%*	\$0

^{*}Percentage is based on Usual, Customary and Reasonable Charges incurred by the Insured Person.

III. ADDITIONAL COVERAGE: LIMITED ACTIVITIES AND COMPETITORS' COVERAGE

Option	Benefit Maximum	Coinsurance Rate for All Covered Expenses	Deductible
Sponsored Activities for:			
Interscholastic Sports Oversight Coverage	\$1,500 per Covered Accident	100% *	\$0
Non-competing Participants Coverage	\$1,500 per Covered Accident	100% *	\$0
One-Day School Field Trip Coverage	\$1,500 per Covered Accident	100% *	\$0
Felonious Assault Coverage	\$1,500 per Covered Accident	100% *	\$0
Blanket Accidental Death Coverage	\$2,500 per Covered Accident	N/A	N/A

^{*}Percentage is based on Usual, Customary and Reasonable Charges incurred by the Insured Person.

IV. ADDITIONAL COVERAGE: SHORT-TERM 24-HOUR COVERAGE

The benefits payable are defined in the Description of Benefits provision of the Policy. Benefits are payable on the following basis: Full Excess.

A. Accident Medical Expense Benefit

Scope of Coverage: Full Excess

Maximum Benefit Amount: \$25,000 per Covered Accident

Co-Insurance Rate: 100% of the Usual, Customary and Reasonable Charges

Deductible: \$0

B. Emergency Sickness Benefit

Maximum Benefit Amount: \$1,000

Co-Insurance Rate: 100% of the Usual, Customary and Reasonable Charges

C. Medical Evacuation Benefit

Maximum Benefit Amount: \$25,000 per Covered Accident

Co-Insurance Rate: 100% of the Usual, Customary and Reasonable Charges

D. Remains Repatriation Benefit

Maximum Benefit Amount: \$10,000 per Covered Accident

Co-Insurance Rate: 100% of the Usual, Customary and Reasonable Charges

DEFINITIONS

Accident means a sudden, unexpected and unintended incident. "Covered Accident" means an Accident that results in Injury or loss covered by the Policy.

Co-payment means a specified charge that the Covered Person is required to pay when a medical service is rendered.

Covered Person means an Insured Person for whom enrollment is made and who is approved to participate in the benefit plans issued under this Policy, provided the required premium for such insurance is paid when due.

Emergency Sickness means a Sickness of such a nature that failure to get immediate medical care could put the person's life in danger or cause serious harm to the person's bodily functions.

Felonious Assault means an act of violence directed against a Covered Person that results in a bodily Injury for which: (a) a Covered Person requires and seeks medical treatment; and (b) a written report from an authorized representative of the School is filed with the police within 24 hours of the assault.

Hospital means a legally constituted institution that: (a) has organized facilities for the care and Treatment of sick or injured persons on a registered Inpatient basis, including facilities for diagnosis and surgery under the supervision of a staff of one or more licensed Physicians; and (b) provides 24-hour nursing service by Registered Nurses on duty. It is not a facility that is primarily a nursing care facility, rest home, convalescent home, or similar establishment, or any separate ward, wing or section of a Hospital used as such; and is not a place for drug addicts, alcoholics, or the aged.

Injury means accidental bodily harm sustained by the Covered Person that results directly from an Accident (independently of all other causes) and occurs while coverage under the Policy is in force. The Injury must be caused solely through external, violent and accidental means. All injuries sustained by one person in any one Accident, including all related conditions and recurrent symptoms of these injuries, are considered a single Injury.

Inpatient means confinement in a Hospital for which the Covered Person is charged at least one full day's room and board.

Insured Person means an Eligible Person who makes application for, or for whom application is made and who is approved to participate in the benefit plans issued under the Policy, provided the required premium for such person's insurance is paid when due.

Intensive Care Unit means a section, ward, or wing within a Hospital that is separated from other Hospital facilities and: (1) is operated exclusively for the purpose of providing professional Treatment for critically ill patients; (2) has special supplies and equipment necessary for such Treatment that are available on a standby basis for immediate use; (3) provides room and board, and constant observation by registered graduate nurses or other specially trained Hospital personnel; and (4) is not maintained for the purposes of providing normal post-operative recovery Treatment or service.

Medically Necessary or **Medical Necessity** means the services or supplies provided by a Hospital, Physician, or other provider that are required to identify or treat an Injury and that, as determined by The Company, are: (1) consistent with the symptom or diagnosis and Treatment of Injury; (2) appropriate with regard to standards of good medical practice; (3) not solely for the convenience of the

Covered Person; and (4) the most appropriate supply or level of service that can be safely provided. When applied to the care of an Inpatient, it further means that the Covered Person's medical symptoms or condition requires that the services cannot be safely provided as an Outpatient. The fact that a Doctor may prescribe, authorize, or direct a service does not of itself make it Medically Necessary or covered by the Policy.

Nurse means a person who has been registered or licensed to practice by the State Board of Nurse Examiners or other state authority in the state where the person works, and who is practicing within the scope and limitation of that license. The term Nurse will not include the Covered Person or the Covered Person's spouse, children, brothers, sisters, or parents, or any other person residing in the Covered Person's household.

Outpatient Surgical Facility means a surgical or medical center, that has (1) permanent facilities for surgery; (2) organized medical staff of Physicians and registered graduate nurses; and (3) is authorized by law in the jurisdiction in which it is located to perform surgical services and is licensed (if no license is required, officially approved) under that law.

Participating Organization means any School, individual, firm, corporation or other organization which meets these tests: (1) it elects coverage or elects to offer coverage under the Policy by completing a Participating Organization Application; and (2) its Application has been accepted by The Company; and (3) it completes the participation agreement with the Policyholder; and (4) it pays any required premium when due, while coverage through the Participating Organization is available under the Policy.

Physician means a practitioner of the healing arts who is duly licensed and who is treating within the scope and limitation of that license. The term Physician will not include the Covered Person or the Covered Person's spouse, children, brothers, sisters, or parents, or any other person residing in the Covered Person's household. Physician may also be called **"Doctor"**.

School means a facility recognized by governing laws that operates for the purpose of educating its students.

School Activity means any activity that is sponsored and under the direct, immediate supervision of the School that: (a) the School requires the Insured Person to attend; or (b) is under the sole control and supervision of School authorities. It does not include an activity related to athletics or cheerleading that is under joint sponsorship or supervision arrangement with any non-School group.

School Vehicle means a school bus or other vehicle operated and owned or leased by the School.

School Year means the time period indicated on the attached Participation Agreement to The Company.

Treatment means a specific in-office or Hospital physical examinations of, or care rendered to, the Covered Person.

Usual, Customary and Reasonable Charges – "Usual" means those charges made by a provider for services and supplies rendered to all patients for the same or similar Injury. "Customary" means those charges made by the majority of providers in the area for the same or similar services or supplies. "Reasonable" means those charges that do not exceed the majority of the prevailing fees in the area for the same or similar services or supplies. "Area" means a county or larger geographically significant area as determined by The Company.

PARTICIPATING ORGANIZATION EFFECTIVE AND TERMINATION DATES

Effective Date - A Participating Organization's coverage under the Policy begins on the later of:

- 1. The Participating Organization Effective Date shown in the Participating Organization Application at 12:01 A.M. Standard Time at the address of the Participating Organization shown in the Participating Organization Application; or
- 2. The Policy Effective Date shown in the Application.

<u>Termination Date</u> - The Company may terminate the Participating Organization's coverage under the Policy by giving 31 days advance notice in writing to the Participating Organization. Either The Company or the Participating Organization may terminate the Participating Organization's coverage under the Policy on any premium due date by giving 31 days advance written notice to the other party. The Participating Organization's coverage under the Policy may also, at any time, be terminated by the mutual written consent of The Company and the Participating Organization.

A Participating Organization's coverage terminates automatically on the first of the following dates:

- 1. The Participating Organization Termination Date shown on the Participating Organization Application; or
- 2. The premium due date if any required premiums are not paid when due; or
- 3. The date the Policy terminates.

Termination of the Participating Organization's coverage takes effect at 11:59 P.M. Standard Time at the Participating Organization's address on the date of termination.

INDIVIDUAL INSURING PROVISIONS

<u>Eligible Persons</u> – Each person in one of the Classes shown in the Eligibility section is eligible to be insured on the Policy Effective Date, or the day after he or she becomes eligible, if later. The Company maintains the right to investigate eligibility status and attendance records to verify eligibility requirements are met. If The Company discovers the eligibility requirements are not met, Our only obligation is to refund any premium paid for that person.

<u>When Coverage Begins</u> – An Eligible Person will automatically become an Insured Person under the Policy at 11:59 P.M. on the latest of the following dates:

- 1. The Policy Effective Date.
- 2. The Participating Organization's Effective Date.
- 3. The date the person becomes a member of an eligible class.
- 4. The date the completed enrollment form, if any, is received by The Company.
- 5. The date the required premium, if any, is paid to The Company.

When Coverage Ends – Coverage for an Insured Person will end at 11:59 P.M. on the earliest of the following dates:

- 1. The date the Policy is terminated, or the end of the Policy Term, if earlier.
- 2. The Premium Due Date, if the required premium is not paid within 31 days of that date.
- The date the person is no longer eligible.
- 4. The Coverage Expiration Date as shown in any applicable Coverage Description.
- 5. The date the Participating Organization's coverage under the Policy ends.

If coverage ends it will not affect a claim for: (1) a covered Accidental Death and Dismemberment loss due to a covered Accident that occurred while coverage was in effect for the Insured Person; and (2) a covered expense due to an Injury occurring while coverage was in effect for the Insured Person, provided (a) such expense was incurred while coverage was in effect for the Insured Person; and (b) Treatment is rendered within 52 weeks of the Injury.

COVERAGE DESCRIPTIONS

Unless otherwise stated The Company will pay benefits for a covered loss only once, even if coverage may be provided under more than one Coverage.

SCHOOL-TIME ACCIDENT ONLY COVERAGE INCLUDING INTERSCHOLASTIC ATHLETICS

<u>Effective Term:</u> This coverage will begin with respect to an Insured Person on: (1) the date described in the applicable provision titled When Coverage Begins (in the section titled INDIVIDUAL INSURING PROVISIONS) or (2) at 12:01 A.M. on the first day of classes in the regular School Year, if later. In the event that the first day of practice for School Activities begins prior to the effective date determined above, coverage will begin on the first day of practice if the Insured Person is participating in such activity. It ends on the Coverage Expiration Date.

<u>Coverage Expiration Date:</u> The date described in the applicable provision titled When Coverage Ends in the section titled INDIVIDUAL INSURING PROVISIONS or at 11:59 P.M. on the closing date of regular classes in the current School Year, whichever is earlier. Coverage will be extended beyond the closing date of regular classes to the closing date of academic summer classes, if applicable.

<u>Description of Hazards:</u> The hazards against which insurance is provided while the Policy and this Coverage are in force are Injuries occurring to the Insured Person while:

- 1. on School premises:
 - a. during the hours and on the days when the School's regular classes are in session, including one hour immediately before and one hour immediately after regular classes, while the Insured Person is continuously on the School premises; or
 - b. during the hours or on the days when the School's regular classes are not in session and while the Insured Person is participating in or attending any School Activities including interscholastic athletic activities and non-contact spring football; however, excluding practice or play of interscholastic high school tackle football.
- 2. away from School premises (other than traveling) while the Insured Person is participating in or attending any School Activities.
- 3. traveling directly and without interruption to or from:
 - a. residence and School for regular attendance during the Policy Term; or
 - b. residence and School to participate in School Activities provided travel is arranged by and at the direction of the School.
- 4. traveling in School Vehicles at any time.

VOLUNTARY INTERSCHOLASTIC TACKLE FOOTBALL COVERAGE

<u>Effective Term</u>: This coverage will begin with respect to an Insured Person on: (1) the date described in the applicable provision titled When Coverage Begins (in the section titled INDIVIDUAL INSURING PROVISIONS). It ends on the Coverage Expiration Date.

<u>Coverage Expiration Date</u>: The date described in the applicable provision titled When Coverage Ends in the section titled INDIVIDUAL INSURING PROVISIONS or at 11:59 P.M. on the closing date of regular classes in the current School Year, whichever is earlier.

<u>Description of Hazards</u>: The hazards against which insurance is provided while the Policy and this Coverage are in force are Injuries occurring to the Insured Person, with regard to School Activities, while:

- 1. practicing or playing in interscholastic tackle football, including non-contact spring football practice;
- 2. traveling for football in a School Vehicle as a representative of the School and under the direct supervision of a full-time School employee; and
- 3. participating in off-season training or conditioning programs.

Practice or play of football must be conducted under the regulations and jurisdiction of the applicable sport's governing body.

INTERSCHOLASTIC TACKLE FOOTBALL TRYOUT COVERAGE

<u>Effective Term:</u> This coverage will begin with respect to an Insured Person on (1) the date described in the applicable provision titled When Coverage Begins (in the section titled INDIVIDUAL INSURING PROVISIONS) or; (2) at 12:01 A.M. on the first day of spring practice for interscholastic high school tackle football, if later. It ends on the Coverage Expiration Date.

<u>Coverage Expiration Date:</u> The date described in the applicable provision titled When Coverage Ends in the section titled INDIVIDUAL INSURING PROVISIONS or at 12:01 A.M. on the 15th day following the first day of spring practice for interscholastic high school tackle football, whichever is earlier.

Description of Hazards: The hazards against which insurance is provided while the Policy and this Coverage are in force are Injuries occurring to the Insured Person, with regard to School Activities, while:

- 1. practicing for interscholastic tackle football, including non-contact spring football practice; or
- 2. traveling in a School Vehicle to and from football practice.

POWDER PUFF FOOTBALL COVERAGE

Effective Term: This coverage will begin with respect to an Insured Person on (1) the date described in the applicable provision titled When Coverage Begins (in the section titled INDIVIDUAL INSURING PROVISIONS) or (2) at 12:01 A.M. the first day of up to two weeks of powder puff football practice preceding the specified powder puff football game if the Insured Person is participating in such activity, if later. It ends with the Coverage Expiration Date.

<u>Coverage Expiration Date</u>: The date described in the applicable provision titled When Coverage Ends in the section titled INDIVIDUAL INSURING PROVISIONS or at 11:59 P.M. on the day of the specified powder puff football game, whichever is earlier.

<u>Description of Hazards</u>: The hazards against which insurance is provided while the Policy and this Coverage are in force are Injuries occurring to the Insured Person, with regard to School Activities, while:

- 1. participating in powder puff football; or
- 2. traveling for powder puff football in a School Vehicle.

ELEMENTARY COMPETITORS' TEAM COVERAGE

<u>Effective Term</u>: This coverage will begin with respect to an Insured Person on (1) the date described in the applicable provision titled When Coverage Begins (in the section titled INDIVIDUAL INSURING PROVISIONS) or (2) at 12:01 A.M. the first day of official practice if the Insured Person is participating in such activity, if later. It ends with the Coverage Expiration Date.

<u>Coverage Expiration Date</u>: The date described in the applicable provision titled When Coverage Ends in the section titled INDIVIDUAL INSURING PROVISIONS or at 11:59 P.M. on the closing date of regular classes in the current School Year, whichever is earlier.

<u>Description of Hazards</u>: The hazards against which insurance is provided while the Policy and this Coverage are in force are Injuries occurring to the Insured Person, with regard to School Activities, while:

- 1. participating or playing in after school interscholastic athletics (excluding practice or play of tackle football); or
- 2. traveling in a School Vehicle to and from School sponsored and supervised practice or play.

SCHOOL-TO-WORK COVERAGE

<u>Effective Term</u>: This coverage will begin with respect to an Insured Person on: (1) the date described in the applicable provision titled When Coverage Begins (in the section titled INDIVIDUAL INSURING PROVISIONS) or (2) at 12:01 A.M. on the first day of regular classes in the regular School year, if later. It ends on the Coverage Expiration Date.

<u>Coverage Expiration Date</u>: The date described in the applicable provision titled When Coverage Ends in the section titled INDIVIDUAL INSURING PROVISIONS or at 11:59 P.M. on the closing date of regular classes in the current School Year, whichever is earlier.

<u>Description of Hazards</u>: The hazards against which insurance is provided while the Policy and this Coverage are in force are Injuries occurring to the Insured Person while:

- 1. at the approved worksite and under direct supervision; and
- 2. traveling directly and without interruption:
 - a. between the School and the worksite: and
 - b. between the worksite and the Insured Person's home.

In either case travel must be arranged by and at the direction of the School.

SPECIFIED TRIP COVERAGE

<u>Effective Term</u>: This coverage will begin with respect to an Insured Person on the date described in the applicable provision titled When Coverage Begins (in the section titled INDIVIDUAL INSURING PROVISIONS).

<u>Coverage Expiration Date</u>: The date described in the applicable provision titled When Coverage Ends in the section titled INDIVIDUAL INSURING PROVISIONS

<u>Description of Hazards</u>: The hazards against which insurance is provided while the Policy and this Coverage are in force are Injuries occurring to the Insured Person commencing while travelling on a trip sponsored by, or under the direct supervision of the school.

Coverage begins at the actual start of the trip. It does not matter whether the trip starts at the school or some other location designated by the school as the Trip's starting place. It will end on the first of the following dates to occur:

- 1. The date an Insured returns to the location designated by the school as the trip's final destination; or
- 2. The date the Insured makes a Personal Deviation

"Personal Deviation" means:

- 1. an activity that is not reasonably related to the Covered Activity; and
- 2. not incidental to the purpose of the trip

For purposes of this hazard, School means the school in the Covered Person's Home Country authorizing the trip.

LIMITED ACTIVITIES AND COMPETITORS' COVERAGE

<u>Applicability</u>: This coverage will apply to an individual who is within the eligible class (applicable to this coverage) for the current School Year, provided that: (1) the School makes a diligent effort to distribute and promote the voluntary student accident plan to the parent/guardian of every student in the School; and (2) the School maintains a proper system of written waivers of student insurance.

<u>Effective Term</u>: This coverage will begin with respect to an Insured Person on: (1) the date described in the applicable provision titled When Coverage Begins (in the section titled INDIVIDUAL INSURING PROVISIONS). It ends on the Coverage Expiration Date.

<u>Coverage Expiration Date</u>: The date described in the applicable provision titled When Coverage Ends in the section titled INDIVIDUAL INSURING PROVISIONS or at 11:59 P.M. on the closing date of regular classes in the current School Year, whichever is earlier.

<u>Description of Hazards</u>: The hazards against which insurance is provided while the Policy and this Coverage are in-force are as follows:

 Non-Competing Participants: Injuries sustained by students of the School who have no coverage, while traveling in School Vehicles to and from an athletic event for which the student has been selected by the School to directly assist in the conduct of the athletic event. This Coverage applies only to those students participating in a non-competitive capacity as described in the State's Education Code.

- 2. <u>Interscholastic Sports Oversight</u>: Injuries sustained by a student athlete representing the School while participating in interscholastic athletics under the following conditions:
 - a. Student accident insurance was not purchased because the School inadvertently failed to offer the student accident plan to such student, and the School failed to inform the Parent/Legal Guardian of such student of relevant Education Code requirements concerning insurance; and,
 - b. The Parent/Legal Guardian of the student athlete did not submit a Waiver of Student Accident Insurance; and
 - c. The student athlete participated in interscholastic athletics without any health insurance coverage.
- 3. One-Day Field Trip: Injuries occurring to the Insured Person while attending or participating in School-sponsored, one-day field trips away from School, which are under the direct and immediate supervision of the School including while traveling to and returning from such trips while being transported in a School Vehicle. Attending or participating in interscholastic athletic events is not covered.
- 4. <u>Blanket Accidental Death</u>: Accidental Death resulting from covered Injuries occurring to the Insured Person while attending School or participating in School Activities including while traveling to and returning from such Activities while being transported in a School Vehicle.
- 5. <u>Felonious Assault</u>: Required counseling resulting from a Felonious Assault which occurs while the Insured Person is:
 - a. at School during the School day while continuously on School premises (including Academic summer classroom sessions) and for up to one hour immediately before and one hour immediately after regularly scheduled classes.
 - b. attending or participating in School Activities, including all interscholastic athletics activities and non-contact spring football; however, excluding practice or play of interscholastic tackle football.
 - c. traveling in any School Vehicle.
 - d. traveling directly and without interruption, between home and School to attend regularly scheduled classes.
 - e. traveling directly and without interruption, between School and the site of School Activities; provided, that such travel has been arranged by and is at the direction of the School.

A Felonious Assault means an act of violence directed against an Insured Person, which results in a bodily Injury for which: (a) an Insured Person requires and seeks medical treatment; and (b) a written report from an authorized representative of the School is filed with the police within 24 hours of the assault.

The Company shall have the right to audit the records of the School to verify that all students have been offered student accident insurance and a proper system of signed waivers has been maintained as per the agreement between the School and The Company.

SHORT-TERM 24-HOUR COVERAGE

<u>Effective Term:</u> This coverage will begin with respect to an Insured Person on: (1) the date described in the applicable provision titled When Coverage Begins (in the section titled INDIVIDUAL INSURING PROVISIONS) or (2) 12:01 A.M. on the first day of the specified trip, if later. It ends on the Coverage Expiration Date.

<u>Coverage Expiration Date:</u> The date described in the applicable provision titled When Coverage Ends in the section titled INDIVIDUAL INSURING PROVISIONS or at 11:59 P.M. on the last day of the specified trip, whichever is earlier.

<u>Description of Hazards:</u> The hazards against which insurance is provided while the Policy and this Coverage are in force are Injuries occurring to the Covered Person and the Covered Person's Emergency Sickness commencing while attending a School sponsored activity away from School (excluding practice or play in interscholastic high school tackle football).

DESCRIPTION OF BENEFITS

Accident Medical Expense Benefit

When Benefits are Payable: The Company will pay benefits for those Covered Expenses incurred by the Insured Person for Injury while insured under the Policy and in accordance with the COVERAGE DESCRIPTION to which this benefit applies, provided the first such Covered Expense is incurred within 120 days after the date of the Accident.

Covered Expenses must be incurred within 104 weeks after the date of the first Treatment for the Injury. A Covered Expense will be deemed to have been incurred when the service, supply or Treatment to which it relates is provided.

Amount of Benefits Payable: The amount of the benefit payable will be the eligible Covered Expenses incurred in excess of the Deductible Amount (if any) shown on the *Schedule of Benefits*, subject to:

- 1. any coinsurance rate applicable to such Covered Expense;
- 2. any maximum amount payable for a specific Covered Expense; and
- 3. any Maximum Benefit amount payable for all such Covered Expenses.

These amounts, if applicable, are as shown on the Schedule of Benefits.

Payment of this benefit is subject to all other terms and conditions of the Policy.

Covered Expenses: Covered Expenses will be limited to the Usual, Customary and Reasonable Charges incurred by the Insured Person for Medically Necessary care and Treatment, including:

- 1. Room and Board: a) daily semi-private room rate when confined in a Hospital as an Inpatient; and b) general nursing care provided and charged for by the Hospital. In computing the number of days payable under this benefit, the date of admission will be counted, but not the date of discharge.
- 2. Intensive Care Unit.
- 3. Hospital Miscellaneous services and supplies: a) while confined in a Hospital as an Inpatient; or b) as a precondition for being confined in a Hospital as an Inpatient. Eligible services and supplies include: the cost of an operating room; laboratory tests; X-ray examinations (not treatment); anesthesia; drugs (excluding take home drugs) or medicines; therapeutic services; and supplies.
- 4. Inpatient Physiotherapy.
- 5. Inpatient Surgery: Physician's services for Inpatient surgery. If an Injury requires multiple surgical procedures through the same incision, benefits will be paid as follows:
 - a) for the first procedure, the Usual, Customary and Reasonable Charges incurred, subject to benefit option shown in the *Schedule of Benefits*.
 - b) for the second procedure, 50% of the Usual, Customary and Reasonable Charges incurred, subject to the benefit option shown in the *Schedule of Benefits*.
 - c) for the third or more procedure, 25% of the Usual, Customary and Reasonable Charges incurred, subject to the benefit option shown in the *Schedule of Benefits*.

If multiple surgical procedures are performed during the same operative session, but through different incisions, The Company will pay the Usual, Customary and Reasonable Charges incurred as shown in the *Schedule of Benefits*. Covered Expenses for surgery will be paid under this Inpatient surgery benefit or under the outpatient surgery benefit, but not both.

6. Inpatient Anesthesiologist Services in connection with Inpatient surgery.

- 7. Inpatient Registered Nurse's Services: a) private duty nursing care only; b) while confined in a Hospital as an Inpatient; c) ordered by a licensed Physician; and d) a Medical Necessity. General nursing care provided by the Hospital is not covered under this benefit.
- 8. Inpatient Physicians' Visits: when confined in a Hospital as an Inpatient, eligible services are limited to one visit per day. Benefits do not apply when related to surgery. Covered Expenses for Physicians' visits will be paid under this Inpatient Physicians' visits benefit, or under the outpatient Physicians' visits benefit, but not both on the same day.
- 9. Outpatient Surgery: Physician's services for outpatient surgery. If an Injury requires multiple surgical procedures through the same incision, benefits will be paid as follows:
 - a) for the first procedure, the Usual, Customary and Reasonable Charges incurred, subject to benefit option shown in the *Schedule of Benefits*.
 - b) for the second procedure, 50% of the Usual, Customary and Reasonable Charges incurred, subject to the benefit option shown in the *Schedule of Benefits*.
 - c) for the third or more procedure, 25% of the Usual, Customary and Reasonable Charges incurred, subject to the benefit option shown in the *Schedule of Benefits*.

If multiple surgical procedures are performed during the same operative session, but through different incisions, The Company will pay the Usual, Customary and Reasonable Charges incurred as shown in the *Schedule of Benefits*. Covered Expenses for surgery will be paid under this Outpatient surgery benefit or under the Inpatient surgery benefit, but not both.

- 10. Scheduled Outpatient Surgery Miscellaneous in connection with scheduled outpatient surgery. Eligible services and supplies include: the cost of the operating room; anesthesia; drugs or medicines; therapeutic services; and supplies, for such surgery performed in a Hospital, an outpatient Surgical Facility, or Physician's office. Non-scheduled surgery is not covered under this benefit.
- 11. Outpatient Anesthesiologist Services in connection with scheduled outpatient surgery.
- 12. Outpatient Physician's Visits: Eligible services are limited to one visit per day. Benefits do not apply when related to surgery or physiotherapy.
- 13. Outpatient Physiotherapy: Service must be prescribed by a licensed Physician and such prescription is for a stated number of visits.
- 14. Hospital Emergency Room: use of the emergency room and supplies.
- 15. Outpatient Diagnostic X-ray Services: separate maximums apply to positive and negative X-rays. Diagnostic X-rays are only those procedures identified in Physicians' Current Procedural Terminology (CPT) as codes 70000 79999 inclusive.
- 16. Outpatient Laboratory Procedures: laboratory procedures are only those procedures identified in Physicians' Current Procedural Terminology (CPT) as codes 80000 89999 inclusive.
- 17. Outpatient Test and Procedures: diagnostic services and medical procedures when performed by a Physician excluding Physician's visits; physiotherapy, X-rays; and laboratory procedures.
- 18. Outpatient Prescription Drugs.
- 19. Professional Ground Ambulance Services: From the site of Covered Accident directly to the Hospital.
- 20. Outpatient Braces and Appliances: a) when prescribed by a Physician; and b) a written prescription accompanies the claim when submitted. Replacement braces and appliances are not covered. Braces and appliances include durable, medical equipment, which is equipment, that: a) is primarily and customarily used to serve a medical purpose; b) can withstand repeated use; and c) generally is not useful to the person in the absence of Injury. No benefits will be paid for rental charges in excess of purchase price.
- 21. Inpatient and outpatient Consultant Physician Services: when requested and approved by the attending Physician.
- 22. Dental Treatment: a) when performed by a Physician and b) made necessary by Injury to sound, natural teeth.
- 23. Other Expense: if applicable and as noted on the *Schedule of Benefits*.

- 24. Expense for Treatment of the aggravation or re-injury of an Injury that occurred prior to the Insured's Effective Date of Coverage.
- 25. Repair or replacement of broken eyeglasses, frames or lenses as a result of a Covered Accident for which the Covered Person received Medically Necessary Treatment or Services.

Accidental Death, Dismemberment, or Paralysis; and Loss of Sight Benefit

When Benefits Are Payable: If an Injury to an Insured Person results in any of the following losses within 365 days of an Accident, in accordance with the COVERAGE DESCRIPTION to which this benefit applies, The Company will pay the Benefit Amount shown opposite such loss in the Table of Benefits. The Principal Sum is shown on the *Schedule of Benefits*. If the Insured Person sustains more than one such loss as a result of any one Accident, The Company will pay only the one largest amount to which the Insured Person is entitled.

Table of Benefits

Covered Loss	Benefit Amount
Loss of Life	•
Loss of Both Hands	•
Loss of Both Feet	500% of the Principal Sum
Loss of Entire Sight of Both Eyes	500% of the Principal Sum
Loss of One Hand and One Foot	500% of the Principal Sum
Loss of One Hand and Entire Sight of One Eye	500% of the Principal Sum
Loss of One Foot and Entire Sight of One Eye	500% of the Principal Sum
Paraplegia (total Paralysis of both lower limbs)	500% of the Principal Sum
Quadriplegia (total Paralysis of both upper and lower limbs)	500% of the Principal Sum
Hemiplegia (total Paralysis of upper and lower limbs	
on one side of body)	
Loss of One Hand	250% of the Principal Sum
Loss of One Foot	250% of the Principal Sum
Loss of Entire Sight of One Eye	250% of the Principal Sum

"Loss of hand or foot" means complete Severance through or above the wrist or ankle joint. "Loss of Entire Sight" means the total, permanent loss of sight of the eye. The loss of sight must be unrecoverable by natural, surgical or artificial means.

"Paralysis" means the loss of use, without Severance, of a limb. This loss must be determined by a Physician to be complete and not reversible.

This benefit will be payable in addition to any other benefit payable under the Policy, subject to all the terms and conditions of the Policy.

Psychiatric/Psychological Counseling Benefit:

The Company will pay the Psychiatric/Psychological Counseling Benefit when the following conditions have been met:

 An Insured Person sustains a Covered Loss (other than Loss of Life) listed in the Table of Benefits above; and

[&]quot;Severance" means the complete separation and dismemberment of the part from the body.

- 2. The Accidental Death, Dismemberment or Paralysis; and Loss of Sight, Benefit is payable for that loss; and
- 3. An Insured Person requires Psychiatric or Psychological Counseling as a result of such Loss; and
- 4. Such Counseling is provided by a licensed Psychiatrist or Psychologist who is a person other than the Insured Person or a member of the Insured Person's immediate family.

The benefit payable shall be the actual Usual, Customary and Reasonable Charges incurred by the Insured Person for Medically Necessary Psychiatric or Psychological Counseling up to the Maximum Benefit Amount shown in the *Schedule of Benefits*. Benefits payable under this part shall be paid to the Insured Person.

Emergency Sickness Benefit (applies to Short Term 24 Hour coverage only):

The Company will pay benefits for Covered Expenses incurred by the Insured Person for an Emergency Sickness commencing during the period of time for which Coverage is purchased. Covered Expenses will be limited to the Usual, Customary and Reasonable charges incurred for Medically Necessary medical, dental or Hospital care rendered on the first day of Treatment. The amount of the benefit payable for any one Emergency Sickness will be the Covered Expenses in excess of the Deductible Amount (if any) shown in the *Schedule of Benefits*, subject to: (1) the coinsurance rate applicable to such Covered Expense; (2) any maximum amount payable for a specific Covered Expense; (3) the Emergency Sickness Benefit Maximum; and (4) the Maximum Benefit Amount for all such Covered Expense. The coinsurance rate and maximums, if applicable, are shown on the *Schedule of Benefits*. Payment of this benefit is subject to all other terms and conditions of the Policy.

Medical Evacuation Benefit (applies to Short Term 24 Hour coverage only):

In the event a Covered Person requires Treatment as a result of a covered Injury and an appropriate medical facility is not locally available for Medically Necessary Treatment, or if during Treatment at a local medical facility the Covered Person's condition changes so that the local facility no longer can provide the Medically Necessary Treatment, the Covered Person may be evacuated to the nearest appropriate medical facility. Expenses for evacuation, accompanying Physician or Nurse, services and supplies which are directly Medically Necessary for evacuation, and fees necessary to arrange for the evacuation, are covered up to the Maximum Benefit Amount shown in the *Schedule of Benefits*. The attending Physician must certify in writing that the evacuation is Medically Necessary. Any expenses with respect to the medical evacuation require prior approval of The Company. Initial air or ground ambulance to a medical facility are not included in this benefit.

Remains Repatriation Benefit (applies to Short Term 24 Hour coverage only):

If a Covered Person dies while outside his or her home country, The Company will pay the actual charges for preparing and transporting the Covered Person's remains to his or her home country. This will be done in accord with all legal requirements in effect at the time the body remains are to be returned to the Insured Person's home.

The death must occur while the person is insured for this benefit. The Maximum Benefit Amount is shown in the *Schedule of Benefits*. This provision is subject to all of the terms of the Policy.

SCOPE OF COVERAGE

Excess Provision: The Company's liability for benefits due to Covered Expenses incurred for Treatments and services or supplies resulting from a covered Injury will be limited in the manner shown on the *Schedule of Benefits*. When a Covered Expense is subject to this Excess Provision, The Company's liability is limited to that part of the Expense, if any, which is in excess of the total benefits payable for the same loss, on a provision of service basis or on an expense incurred basis under any other collectible policy or service contract, unless otherwise herein provided.

GENERAL EXCLUSIONS

- Dental care or Treatment including damage to or loss of dentures or bridges or damage to
 existing orthodontic equipment. This exclusion does not apply to care of teeth and gums
 required due to an Injury resulting from an Accident while the Covered Person is insured under
 this Policy and rendered within 12 months of the Accident.
- 2. War or any act of war, declared or undeclared.
- 3. Participation in a riot or civil disorder; fighting or brawling, except in self-defense; commission of or attempt to commit a felony or violating or attempting to violate any duly enacted law.
- 4. Suicide, attempted suicide or intentionally self-inflicted Injury while sane or insane.
- 5. Injury or Sickness contributed to by the use of alcohol or drugs unless taken in the dosage and for the purpose prescribed by the Covered Person's Physician.
- 6. Practice or play in interscholastic high school tackle football (unless separate football coverage is purchased), intercollegiate sports, semi-professional sports, or professional sports. (Does not apply to the *Dental Accident Plan*.).
- 7. Injury or Sickness covered by Worker's Compensation or Employer's Liability Laws, or by any coverage provided or required by law including, but not limited to group, group type, and individual automobile "No Fault" coverage (excluding School Vehicle coverage).
- 8. Treatment, services or supplies provided by the School's infirmary or its employees, or Physicians who work for the School, or by any member of the Covered Person's immediate family; or for which no charge is normally made.
- 9. Mental or nervous disorders (except as specifically provided by the Policy).
- 10. Treatment of Sickness, ailment, or infections (except pyogenic infections or bacterial infections which result from the accidental ingestion of contaminated substances). (Does not apply to the Sickness-Only Coverage under the *Student Accident & Sickness Plan*.)
- 11. The diagnosis and Treatment of non-malignant warts, moles and lesions, acne or allergies, including allergy testing.
- 12. Injury sustained as a result of riding in or on, entering or alighting from, a two or three-wheeled motor vehicle. (Does not apply to the *Dental Accident Plan.*).
- 13. Treatment of osteomyelitis, pathological fractures and hernia. (Does not apply to the Sickness-Only Coverage under the *Student Accident & Sickness Plan*.)
- 14. Detached retina (unless directly caused by an Injury). (Does not apply to the Sickness-Only Coverage under the *Student Accident & Sickness Plan* or the Emergency Sickness Benefit.)
- 15. Any expenses related to the Treatment of tonsils, adenoids, epilepsy, seizure disorder or congenital weakness; or expenses for Treatment of congenital anomalies and conditions arising or resulting directly there from.
- 16. Supplies, except as otherwise provided in the Policy.
- 17. Routine physical examinations and routine testing; preventive testing or Treatment; screening examinations or testing in the absence of Injury.
- 18. Elective Treatments and voluntary testing.

This insurance does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit Us from providing insurance, including, but not limited to, the payment of claims.

GENERAL PROVISIONS

ENTIRE CONTRACT; CHANGES: The Policy (including any endorsement or amendments), the signed application of the Participating Organization (a copy of which will be attached to the Policy at issue) and the individual applications of Insured Persons, if any, constitute the entire contract. All statements made by the Participating Organization or Insured Persons will be treated as representations and not warranties. No such statement will void the insurance, reduce the benefits, or be used in defense of a claim for loss incurred unless it is contained in a written application. To be valid, any change or waiver must be in writing, must be signed by our President or Secretary and must be attached to the Policy. No agent has authority to change the Policy or to waive any part of the Policy.

CLERICAL ERROR: If a clerical error is made, it will not affect the insurance of any Insured Person. No error will continue the insurance of an Insured Person beyond the date it should end under the terms of the Policy.

EXAMINATION OF RECORDS AND AUDIT: The Company will be permitted to examine and audit the Participating Organization's books and records at any time during the Policy Term and within two years after the final termination of the Policy, insofar as they relate to premium or subject matter of this insurance.

CONFORMITY WITH STATE LAWS: On the effective date of the Policy, any provision that is in conflict with laws in the state in which it is issued is amended to conform to the minimum requirements of such laws.

RECORDS MAINTAINED: The Participating Organization or its authorized administrator will maintain records of the essential features of each Insured Person's insurance under the Policy.

The Company shall be permitted to examine the Participating Organization's records relating to coverage under the Policy. Examination may occur at any reasonable time up to the later of:

- 1. the two-year period after the expiration of the Policy; or
- 2. the final adjustment and settlement of all claims under the Policy.

NOT IN LIEU OF WORKERS' COMPENSATION: The Policy is not a Workers' Compensation policy. It does not provide Workers' Compensation benefits.

POLICY TERMINATION: The Policy will continue in force while the required premiums are paid until either The Company or the Participating Organization terminates the Policy. At least 31 days advance written notice is required to terminate the Policy by either party.

CERTIFICATES: When required by applicable law, The Company will issue to the Participating Organization, for delivery to each Insured Person, a certificate containing the principal terms of the Participating Organization's coverage under the Policy.

PREMIUM PROVISIONS

PREMIUM: The first premium payment is due on the date indicated on the Policy Schedule. Any subsequent premium is due as indicated on the Policy Schedule.

REPORTING REQUIREMENTS: The Participating Organization or its authorized agent must report to The Company, by the premium due date:

- 1. the names of all persons insured on the Policy Effective Date;
- 2. the names of all persons who are insured after the Policy Effective Date;
- 3. the names of those persons whose insurance has terminated; and
- 4. additional information required as agreed to by The Company and the Participating Organization.

GRACE PERIOD: A grace period of 31 days is granted for each premium due after the first. Coverage will stay in force during this period unless notice has been sent, in accordance with the Policy Termination provision, of the intent to terminate coverage under the Policy. Coverage will end if the premium is not paid by the end of the grace period.

CHANGES IN RATES: The Company has the right to change the premium rates on the earliest of any premium due date:

- 1. after the first 12 months the Policy is in effect;
- 2. coinciding with a change in the coverage provided or classes eligible; or
- 3. coinciding with a change in the risks The Company have assumed;
- 4. and on any premium due date thereafter.

The Company will give 31 days written notice of any change under (1) above. Notice will be sent to the Participating Organization's most recent address in The Company's records.

SUBROGATION PROVISION

If the Insured Person is injured or becomes ill through the act or commission of another person, and if benefits are paid under the Policy due to that Injury, then to the extent the Insured Person recovers for the same Injury from a third party, the Insured Person's insurer, or the Insured Person's uninsured motorist insurance, The Company will be entitled to a refund of all benefits it has paid up to the amount of such recovery. Further, The Company has the right to offset subsequent benefits payable to the Insured Person under the Policy against such recovery.

CLAIM PROVISIONS

NOTICE OF CLAIM: A claimant must give The Company or our authorized representative written notice of claim within 90 days after the date any loss occurs which is covered by the Policy. If notice cannot be given within that time, it must be given as soon as reasonably possible. This notice should identify the Insured Person and the Policy Number.

CLAIM FORMS: Upon receiving written notice of claim, The Company or our authorized representative will send claim forms to the claimant within 15 days. If such forms are not furnished, the claimant will satisfy the requirements of written proof of loss by sending the written proof as shown below. The proof must describe the occurrence, extent and nature of the loss.

WRITTEN PROOF OF LOSS: Written proof of loss must be sent to the agent authorized to receive it. Written proof must be given within 90 days after the date of loss. If it cannot be provided within that time, it should be sent as soon as reasonably possible. In no event, except in the absence of legal capacity should proof of loss be sent later than one year from the time proof is otherwise required.

TIME PAYMENT OF CLAIMS: When The Company receives written proof of loss, any benefits due will be paid.

PAYMENT OF CLAIMS: If the Insured Person dies, any death benefits or other benefits unpaid at the time of death of the Insured Person will be paid to the beneficiary. If no beneficiary is on record with The Company or our authorized agent, payment will be made to the estate of the Insured Person. All other benefits will be paid to the Insured Person. If the Insured Person is (1) a minor; or (2) in our opinion, unable to give a valid release because of incompetence, The Company may pay any amount due to a parent, guardian, or other person actually supporting him. Any payment made in good faith will end our liability to the extent of the payment.

CLAIMANT COOPERATION PROVISION: Failure of a claimant to cooperate with The Company in the administration of a claim may result in the termination of a claim. Such cooperation includes, but is not limited to, providing any information or documents needed to determine whether benefits are payable or the actual benefit amount due.

BENEFICIARY: The Insured Person may designate a beneficiary and has the right to change the beneficiary at any time by written notice. If the Insured Person is a minor, the Insured Person's parent or guardian may exercise this right for him. If changed, the new beneficiary designation will be effective when The Company or the Administrator receives it. When received, the effective date is the date the notice was signed. The Company is not liable for any payments made by The Company before the change was received. The Company cannot attest to the validity of a change.

ASSIGNMENT: At the request of the Insured Person or if the Insured Person is a minor the Insured Person's parent or guardian, medical benefits may be paid to the provider of these services. Any payment made in good faith will end our liability to the extent of the payment.

PHYSICAL EXAMINATIONS AND AUTOPSY: The Company has the right to have a Physician of its choice examine the Insured Person as often as is reasonably necessary. This section applies while a claim is pending or while benefits are being paid. The Company also has the right to request an autopsy in case of death, unless the law forbids it. The Company will pay the cost of any examination or autopsy.

LEGAL ACTIONS: No lawsuit or action in equity can be brought to recover on the Policy: (1) before 60 days following the date proof of loss was furnished to The Company; (2) after three years following the date proof of loss is required.

FACILITY OF PAYMENT: Whenever payments that should have been made under the Policy are made by any other policy, The Company reserves the right, at their sole discretion, to pay over to any plan making such other payments, any amounts The Company determines are warranted in order to satisfy the intent of this provision. The amounts paid are considered benefits paid under the Policy and, to the extent of such payments, The Company shall be fully discharged from liability under the Policy. In no event will The Company pay more than the benefits payable under the Policy for all policies providing the same or similar benefits issued to the Participating Organization and underwritten by The Company.

Chubb. Insured.[™]



ACE American Insurance Company (A Stock Company) Philadelphia, PA 19106

24-Hour Dental Accident Benefit Rider

This Rider is made part of the Policy to which it is attached. It applies only to a Covered Accident that occurs on or after the Policy Effective Date. This form is subject to all of the terms, conditions, limitations, and exclusions of the Policy, except as they are changed by it.

In return for payment of the required premium, the Policy is changed as follows.

SCHEDULE OF BENEFITS

COVERAGE OPTION

ELIGIBLE CLASSES

24-Hour Coverage for Dental Accident 1, 2, 3, 4, 7

Dental Expense Benefit

Benefit Maximum Amount: \$75,000 per Covered Accident
Coinsurance Rate: 100% of the Usual, Customary and
Reasonable Charges

Premium Rates:

Dental Expense (purchased alone) \$16 per Insured
Dental Expense (purchased with any other coverage) \$12 per Insured

COVERAGE DESCRIPTION

Unless otherwise stated The Company will pay benefits for a covered loss only once, even if coverage may be provided under more than one Coverage.

DENTAL ACCIDENT COVERAGE

<u>Effective Term:</u> This coverage will begin with respect to a Covered Person on: (1) the date described in the applicable provision titled When Coverage Begins (in the section titled INDIVIDUAL INSURING PROVISIONS). It ends on the Coverage Expiration Date.

<u>Coverage Expiration Date:</u> The date described in the applicable provision titled When Coverage Ends in the section titled INDIVIDUAL INSURING PROVISIONS.

<u>Extension of Coverage</u>: Coverage will be extended beyond the Coverage Expiration Date to the following October 1, provided the Insured Person is still within the eligible class, and the required premium for the next Effective Term is paid by that October 1.

<u>Description of Hazards:</u> The hazards against which insurance is provided while the Policy and this Coverage are in force are injuries to teeth occurring to the Covered Person anywhere in the world 24 hours a day.

DESCRIPTION OF BENEFIT

DENTAL EXPENSE BENEFIT

When Benefits are Payable: The Company will pay benefits for those Covered Dental Expenses incurred by the Insured Person for care and Treatment of an Injury sustained while insured under the Policy and in accordance with the COVERAGE DESCRIPTION to which this benefit applies, provided the first such Covered Expense is incurred within 120 days after the date of the Accident.

Covered Dental Expenses must be incurred within 52 weeks after the date of the Accident or the first Treatment for the Injury. A Covered Dental Expense will be deemed to have been incurred when the service, supply or Treatment to which it relates is provided.

<u>Amount of Benefits Payable:</u> The amount of the benefit payable will be the eligible Covered Dental Expenses incurred in excess of the Deductible Amount (if any) shown on the *Schedule of Benefits*, subject to:

- 1. any coinsurance rate applicable to such Covered Dental Expense,
- 2. any maximum amount payable for a specific Covered Dental Expense; and
- 3. any Maximum Benefit amount payable for all such Covered Dental Expenses.

These amounts, if applicable, are as shown on the Schedule of Benefits.

Payment of this benefit is subject to all other terms and conditions of the Policy.

<u>Covered Dental Expenses:</u> Covered Dental Expenses will be limited to the Usual, Customary and Reasonable Charges incurred by the Insured Person for the following Medically Necessary supplies and Treatment:

- 1. Installation of crowns, caps, bridges and dentures.
- 2. Replacement or repair of crowns and caps which existed prior to the Covered Accident.
- 3. Oral surgery and endodontics.
- 4. Examinations, diagnostic tests and x-rays.

<u>Exclusions:</u> Benefits are not payable under the Dental Expense Benefit of the Policy for any of the following or loss that results there from:

- 1. Aggravation or reinjury of a condition existing prior to the Accident.
- 2. Infection, except a pyogenic infection through an open wound caused by a Covered Accident.
- 3. Orthodontic treatment for any purpose, unless necessitated by a covered Injury.
- 4. Repair or replacement of existing dentures and bridges.
- 5. Any applicable Generally Excluded Charges.

However, the following Policy exclusions do not apply to the Dental Expense Benefit:

- 1. Injury sustained as a result of riding in or on, entering or alighting from, a two or three-wheeled motor vehicle.
- 2. Practice or play in interscholastic tackle football; interscholastic sports; semi-professional sports; or professional sports.

Extension of Benefit Period: The benefit period for an Injury may be extended, for an additional year provided: (1) coverage is secured prior to October 1; (2) the Insured Person remains enrolled in grades P-12; and (3) written notice that further Treatment will be deferred to a later date is received by The Company at the time of Injury.

This form ends at the same time as the Policy to which it is attached. It is subject to all of the terms, limitations and conditions of the Policy, except as they are changed by it.

Signed for ACE American Insurance Company in Philadelphia, Pennsylvania.

AH-11648a24Den



ACE American Insurance Company (A Stock Company) Philadelphia, PA 19106

24 Hour Accident Benefit Rider

This Rider is made part of the Policy to which it is attached. It applies only to a Covered Accident that occurs on or after the Policy Effective Date. This form is subject to all of the terms, conditions, limitations, and exclusions of the Policy, except as they are changed by it.

In return for payment of the required premium, the Policy is changed as follows.

SCHEDULE OF BENEFITS

COVERAGE OPTION

ELIGIBLE CLASSES

24-Hour Accident Only Coverage

1, 2, 3, 4, 5, 7

Accident Medical Expense Benefits

Scope of Coverage: Full Excess

	Low Option	Mid Option	High Option
Maximum Benefit Amount	\$50,000	\$100,000	\$150,000
Co-Insurance Rate	100% of Usu	al, Customary and Re (except as specified b	•
Deductible	\$200	\$100	\$50
Time Period for Loss	52 weeks	52 weeks	52 weeks

	Low Option	Mid Option	High Option
Hospital Room & Board (per day) – Limited to Semi-Private Room Rate	80% *	85% *	90% *
Inpatient Hospital Miscellaneous Charges	80% * up to \$2,000 per day	85% * up to \$2,500 per day	90% * up to \$3,000 per day
Intensive Care Unit	80% *, up to \$2,000 per day	85% *, up to \$2,500 per day	90% *, up to \$3,000 per day
Hospital Emergency Room (room & supplies) – Limited to expenses incurred within 72 hours of an Injury	100% *	100% *	100% *
Emergency Room Physician Services	100% *	100% *	100% *

	Low Option	Mid Option	High Option
Outpatient Surgical (Room & Supplies)	80% *, up to \$2,000 per Covered Accident	85% *, up to \$3,000 per Covered Accident	90% *, up to \$5,000 per Covered Accident
Doctor's Non-Surgical Expenses – excluding Physical Therapy, including Consultation (when referred by attending Doctor)	80% *	85% *	90% *
Doctor's Surgical Expenses	80% *	85% *	90% *
Assistant Surgeon Expenses (percentage of surgeon's allowance)	80% *	85% *	90% *
Anesthesiologist's Services (percentage of surgeon's allowance)	80% *	85% *	90% *
Physiotherapy – For each treatment when prescribed by a Doctor, including related office visits.	80% *, up to \$500 per Covered Accident	85% *, up to \$750 per Covered Accident	90% *, up to \$1,000 per Covered Accident
X-Ray Examinations (includes reading)	80% *, up to \$500 per Covered Accident	85% *, up to \$750 per Covered Accident	90% *, up to \$1,000 per Covered Accident
Diagnostic Imaging, MRI, Cat Scan Expenses	80% *	85% *	90% *
Laboratory Procedures	80% *	85% *	90% *
Registered Nurse Services	80% *	85% *	90% *
Rehabilitative Braces and Appliances	80% *	85% *	90% *
Ambulance Expenses – Limited to travel from site of Covered Accident directly to Hospital.	100% *	100% *	100% *
Durable Medical Equipment	80% *, up to \$400	85% *, up to \$750	90% * up to \$1,000
Outpatient Prescription Drugs – Injury only	80% *	85% *	90% *

	Low Option	Mid Option	High Option
Dental Expenses – Injury to whole, sound and natural teeth due to a Covered Accident.	80% *	85% *	90% *
Eyeglasses – Limited to the replacement of broken eyeglass frames or lenses resulting from a Covered Accident requiring medical treatment.	100% *, up to	100% *, up to	100% *, up to
	\$500	\$500	\$500
Aggravations or Re-Injury of an Injury – Occurring prior to the Insured's Effective Date of Coverage	\$500 Maximum	\$500 Maximum	\$500 Maximum
	Benefit per	Benefit per	Benefit per
	Policy Term	Policy Term	Policy Term

^{*}Percentage is based on Usual, Customary and Reasonable Charges incurred by the Insured Person. If the Insured is diagnosed with a concussion as a result of an injury received while participating in a Covered Activity, and the Insured is prohibited from participating in Interscholastic Sports as a result of the School's formal concussion protocol, benefits for the treatment of that concussion will be paid at 100% of the Usual, Customary and Reasonable charges with no deductible, subject to all other terms and conditions of the Plan.

Maximum Benefits:

Injuries sustained as a result of riding in or on, entering or alighting from or being struck by a motor vehicle

Any vehicle that is not specifically excluded: \$25,000 per Covered Accident

Accidental Death & Dismemberment Benefit:

Principal Sum: \$10,000

Time Period for Accident: 365 days from the date of a Covered Accident

Covered Losses: Accidental Death, Dismemberment, Loss of Sight,

Paralysis

Psychiatric/Psychological Counseling Benefit:

Maximum Benefit Amount: \$5.000

Premium Rates:

	High Option	Mid Option	Low Option
24-Hour Accident Only	\$328	\$276	\$225

COVERAGE DESCRIPTION

Unless otherwise stated The Company will pay benefits for a covered loss only once, even if coverage may be provided under more than one Coverage.

24-HOUR ACCIDENT ONLY COVERAGE

<u>Effective Term</u>: This coverage will begin with respect to a Covered Person on: (1) the date described in the applicable provision titled When Coverage Begins (in the section titled INDIVIDUAL INSURING PROVISIONS) It ends on the Coverage Expiration Date.

<u>Coverage Expiration Date</u>: The date described in the applicable provision titled When Coverage Ends in the section titled INDIVIDUAL INSURING PROVISIONS or at 12:01 A.M. on the date school begins regularly scheduled classes for the next School Year, whichever is earlier. Coverage will be extended beyond the closing date of regular classes to the closing date of academic summer classes, if applicable.

<u>Description of Hazards</u>: The hazards against which insurance is provided while the Policy and this Coverage are in force are Injuries occurring to the Covered Person anywhere in the world, 24 hours a day excluding practice or play of interscholastic tackle football.

DESCRIPTION OF BENEFITS

Accident Medical Expense Benefit

When Benefits are Payable: The Company will pay benefits for those Covered Expenses incurred by the Insured Person for Injury while insured under the Policy and in accordance with the COVERAGE DESCRIPTION to which this benefit applies, provided the first such Covered Expense is incurred within 120 days after the date of the Accident.

Covered Expenses must be incurred within 52 weeks after the date of the first Treatment for the Injury, or within 104 weeks in the event an Injury requires the removal of surgical pins, continued Treatment of serious burns or Treatment of non-union or mal-union of a fracture. A Covered Expense will be deemed to have been incurred when the service, supply or Treatment to which it relates is provided.

<u>Amount of Benefits Payable:</u> The amount of the benefit payable will be the eligible Covered Expenses incurred in excess of the Deductible Amount (if any) shown on the *Schedule of Benefits*, subject to:

- 1. any coinsurance rate applicable to such Covered Expense;
- 2. any maximum amount payable for a specific Covered Expense; and
- 3. any Maximum Benefit amount payable for all such Covered Expenses.

These amounts, if applicable, are as shown on the Schedule of Benefits.

Payment of this benefit is subject to all other terms and conditions of the Policy.

Covered Expenses: Covered Expenses will be limited to the Usual, Customary and Reasonable Charges incurred by the Insured Person for Medically Necessary care and Treatment, including:

1. Room and Board: a) daily semi-private room rate when confined in a Hospital as an Inpatient; and b) general nursing care provided and charged for by the Hospital. In

- computing the number of days payable under this benefit, the date of admission will be counted, but not the date of discharge.
- 2. Intensive Care Unit.
- 3. Hospital Miscellaneous services and supplies: a) while confined in a Hospital as an Inpatient; or b) as a precondition for being confined in a Hospital as an Inpatient. Eligible services and supplies include: the cost of an operating room; laboratory tests; X-ray examinations (not treatment); anesthesia; drugs (excluding take home drugs) or medicines; therapeutic services; and supplies.
- 4. Inpatient Physiotherapy.
- 5. Inpatient Surgery: Physician's services for Inpatient surgery. If an Injury requires multiple surgical procedures through the same incision, benefits will be paid as follows:
 - a) for the first procedure, the Usual, Customary and Reasonable Charges incurred, subject to benefit option shown in the *Schedule of Benefits*.
 - b) for the second procedure, 50% of the Usual, Customary and Reasonable Charges incurred, subject to the benefit option shown in the *Schedule of Benefits*.
 - c) for the third or more procedure, 25% of the Usual, Customary and Reasonable Charges incurred, subject to the benefit option shown in the *Schedule of Benefits*. If multiple surgical procedures are performed during the same operative session, but through different incisions, The Company will pay the Usual, Customary and Reasonable Charges incurred as shown in the *Schedule of Benefits*. Covered Expenses for surgery will be paid under this Inpatient surgery benefit or under the outpatient surgery benefit, but not both.
- 6. Inpatient Anesthesiologist Services in connection with Inpatient surgery.
- 7. Inpatient Registered Nurse's Services: a) private duty nursing care only; b) while confined in a Hospital as an Inpatient; c) ordered by a licensed Physician; and d) a Medical Necessity. General nursing care provided by the Hospital is not covered under this benefit.
- 8. Inpatient Physicians' Visits: when confined in a Hospital as an Inpatient, eligible services are limited to one visit per day. Benefits do not apply when related to surgery. Covered Expenses for Physicians' visits will be paid under this Inpatient Physicians' visits benefit, or under the outpatient Physicians' visits benefit, but not both on the same day.
- 9. Outpatient Surgery: Physician's services for outpatient surgery. If an Injury requires multiple surgical procedures through the same incision, benefits will be paid as follows:
 - a) for the first procedure, the Usual, Customary and Reasonable Charges incurred, subject to benefit option shown in the *Schedule of Benefits*.
 - b) for the second procedure, 50% of the Usual, Customary and Reasonable Charges incurred, subject to the benefit option shown in the *Schedule of Benefits*.
 - c) for the third or more procedure, 25% of the Usual, Customary and Reasonable Charges incurred, subject to the benefit option shown in the *Schedule of Benefits*. If multiple surgical procedures are performed during the same operative session, but through different incisions, The Company will pay the Usual, Customary and Reasonable Charges incurred as shown in the *Schedule of Benefits*. Covered Expenses for surgery will be paid under this Outpatient surgery benefit or under the Inpatient surgery benefit, but not both.
- 10. Scheduled Outpatient Surgery Miscellaneous in connection with scheduled outpatient surgery. Eligible services and supplies include: the cost of the operating room; anesthesia; drugs or medicines; therapeutic services; and supplies, for such surgery performed in a Hospital, an outpatient Surgical Facility, or Physician's office. Non-scheduled surgery is not covered under this benefit.
- 11. Outpatient Anesthesiologist Services in connection with scheduled outpatient surgery.
- 12. Outpatient Physician's Visits: Eligible services are limited to one visit per day. Benefits do not apply when related to surgery or physiotherapy.

- 13. Outpatient Physiotherapy: Service must be prescribed by a licensed Physician and such prescription is for a stated number of visits.
- 14. Hospital Emergency Room: use of the emergency room and supplies.
- 15. Outpatient Diagnostic X-ray Services: separate maximums apply to positive and negative X-rays. Diagnostic X-rays are only those procedures identified in Physicians' Current Procedural Terminology (CPT) as codes 70000 79999 inclusive.
- 16. Outpatient Laboratory Procedures: laboratory procedures are only those procedures identified in Physicians' Current Procedural Terminology (CPT) as codes 80000 89999 inclusive.
- 17. Outpatient Test and Procedures: diagnostic services and medical procedures when performed by a Physician excluding Physician's visits; physiotherapy, X-rays; and laboratory procedures.
- 18. Outpatient Prescription Drugs.
- 19. Professional Ground Ambulance Services: From the site of Covered Accident directly to the Hospital.
- 20. Outpatient Braces and Appliances: a) when prescribed by a Physician; and b) a written prescription accompanies the claim when submitted. Replacement braces and appliances are not covered. Braces and appliances include durable, medical equipment, which is equipment, that: a) is primarily and customarily used to serve a medical purpose; b) can withstand repeated use; and c) generally is not useful to the person in the absence of Injury. No benefits will be paid for rental charges in excess of purchase price.
- 21. Inpatient and outpatient Consultant Physician Services: when requested and approved by the attending Physician.
- 22. Dental Treatment: a) when performed by a Physician and b) made necessary by Injury to sound, natural teeth.
- 23. Other Expense: if applicable and as noted on the *Schedule of Benefits*.
- 24. Expense for Treatment of the aggravation or re-injury of an Injury that occurred prior to the Insured's Effective Date of Coverage.
- 25. Repair or replacement of broken eyeglasses, frames or lenses as a result of a Covered Accident for which the Covered Person received Medically Necessary Treatment or Services.

Accidental Death, Dismemberment, or Paralysis; and Loss of Sight Benefit

When Benefits Are Payable: If an Injury to an Insured Person results in any of the following losses within 365 days of an Accident, in accordance with the COVERAGE DESCRIPTION to which this benefit applies, The Company will pay the Benefit Amount shown opposite such loss in the Table of Benefits. The Principal Sum is shown on the *Schedule of Benefits*. If the Insured Person sustains more than one such loss as a result of any one Accident, The Company will pay only the one largest amount to which the Insured Person is entitled.

Table of Benefits

Covered Loss	Benefit Amount
Loss of Life	100% of the Principal Sum
Loss of Both Hands	500% of the Principal Sum
Loss of Both Feet	500% of the Principal Sum
Loss of Entire Sight of Both Eyes	500% of the Principal Sum
Loss of One Hand and One Foot	500% of the Principal Sum
Loss of One Hand and Entire Sight of One Eye	500% of the Principal Sum
Loss of One Foot and Entire Sight of One Eye	500% of the Principal Sum
Paraplegia (total Paralysis of both lower limbs)	500% of the Principal Sum
Quadriplegia (total Paralysis of both upper and lower limbs)	500% of the Principal Sum
Hemiplegia (total Paralysis of upper and lower limbs	
on one side of body)	500% of the Principal Sum
Loss of One Hand	250% of the Principal Sum
Loss of One Foot	250% of the Principal Sum
Loss of Entire Sight of One Eye	250% of the Principal Sum

"Loss of hand or foot" means complete Severance through or above the wrist or ankle joint. "Loss of Entire Sight" means the total, permanent loss of sight of the eye. The loss of sight must be unrecoverable by natural, surgical or artificial means.

"Paralysis" means the loss of use, without Severance, of a limb. This loss must be determined by a Physician to be complete and not reversible.

This benefit will be payable in addition to any other benefit payable under the Policy, subject to all the terms and conditions of the Policy.

Psychiatric/Psychological Counseling Benefit

The Company will pay the Psychiatric/Psychological Counseling Benefit when the following conditions have been met:

- 1. An Insured Person sustains a Covered Loss (other than Loss of Life) listed in the Table of Benefits above; and
- 2. The Accidental Death, Dismemberment or Paralysis; and Loss of Sight, Benefit is payable for that loss; and
- 3. An Insured Person requires Psychiatric or Psychological Counseling as a result of such Loss; and

[&]quot;Severance" means the complete separation and dismemberment of the part from the body.

4. Such Counseling is provided by a licensed Psychiatrist or Psychologist who is a person other than the Insured Person or a member of the Insured Person's immediate family.

The benefit payable shall be the actual Usual, Customary and Reasonable Charges incurred by the Insured Person for Medically Necessary Psychiatric or Psychological Counseling up to the Maximum Benefit Amount shown in the *Schedule of Benefits*. Benefits payable under this part shall be paid to the Insured Person.

This form ends at the same time as the Policy to which it is attached. It is subject to all of the terms, limitations and conditions of the Policy, except as they are changed by it.

Signed for ACE American Insurance Company in Philadelphia, Pennsylvania.

JOHN J. LUPICA, President



ACE American Insurance Company (A Stock Company) Philadelphia, PA 19106

24 Hour Accident and Sickness Benefit Rider

This Rider is made part of the Policy to which it is attached. It applies only to a Covered Accident that occurs and Covered Sickness that commences on or after the Policy Effective Date. This form is subject to all of the terms, conditions, limitations, and exclusions of the Policy, except as they are changed by it.

In return for payment of the required premium, the Policy is changed as follows.

SCHEDULE OF BENEFITS

COVERAGE OPTION

ELIGIBLE CLASSES

24-Hour Accident & Sickness Coverage

1, 2, 3, 4, 5, 7

Premium Rates:

First Payment BiMonthly \$208 \$388

The Initial payment covers the remainder of the month in which the Insured enrolls and the month following the month of enrollment. Subsequent payments cover two consecutive months at a time. All premiums received by The Company will be considered fully earned and non-refundable.

Medical Expense Benefit – Accident & Sickness

Scope of Coverage: Full Excess

Maximum Benefit Amount:

Per Accident: \$200,000 Per Sickness: \$50,000

Deductible (per Occurrence): \$50

Covered Expenses:

Hospital Room & Board:Semi-Private Room 80% *

Inpatient Hospital Miscellaneous Expenses 80% *, up to \$4,000 per day.

Intensive Care Unit 80% *

Hospital Emergency Room (Room & Supplies) – Limited to 100% *

expenses incurred within 72 hours of Injury

Emergency Room Physician Services 100% *

Covered Expenses:

Outpatient Surgical Room & Supplies	80% * , up to \$4,000 per Covered Accident or Sickness.
Doctor's Non-surgical Expenses (excluding Physical Therapy, including Consultation, when referred by attending Doctor)	80% * .
Doctor's Surgical Expenses	80% *
Assistant Surgeon Expenses (percentage of surgeon's allowance)	80% *
Anesthesiologist Expenses	80% *
Physiotherapy Expenses – For each treatment when prescribed by a Doctor, including related office visits.	80% * , up to \$2,000 per Covered Accident or Sickness
X-Ray Examinations (includes reading)	80% *
Diagnostic Imaging, MRI, CAT Scan	80% *
Laboratory Procedures	80% *
Registered Nurse Services	80% *
Rehabilitative Braces	80% *
Durable Medical Equipment	80% *
Outpatient Prescription Drugs – Injury only	80% *
Ambulance (from site of covered loss directly to Hospital)	100% *
Dental Expenses - Injury to whole, sound and natural teeth due to a Covered Accident.	80% *
Eyeglasses – Limited to the replacement of broken eyeglass frames or lenses resulting from a Covered Accident requiring medical treatment.	80% *

Maximum Benefits:

Injuries sustained as a result of riding in or on, entering or alighting from or being struck by a motor vehicle

Any vehicle that is not

specifically excluded: \$25,000 per Covered Accident

Accidental Death, Dismemberment or Paralysis, and Accidental Loss of Sight Benefit

Principal Sum: \$10,000

Time Period for Loss: 365 days from the date of a Covered Accident Covered Losses: Accidental Death, Dismemberment, Loss of Sight,

Paralysis

Psychiatric/Psychological Counseling Benefit

Maximum Benefit Amount per Occurrence: \$5,000

ADDITIONAL BENEFITS:

Medical Evacuation Benefit

Maximum Benefit Amount: \$10,000

Coinsurance 100% of the Usual, Customary

and Reasonable Charges

Remains Repatriation Benefit

Maximum Benefit Amount: \$10,000

Coinsurance 100% of the Usual, Customary

and Reasonable Charges

DEFINITIONS

Sickness means an illness, disease or condition that causes a loss for which an Insured incurs medical expenses while covered under this Policy. All related conditions and recurrent symptoms of the same or similar condition will be considered one Sickness.

COVERAGE DESCRIPTION

Unless otherwise stated The Company will pay benefits for a covered loss only once, even if coverage may be provided under more than one Coverage.

24-HOUR ACCIDENT AND SICKNESS COVERAGE

<u>Effective Term</u>: This coverage will begin with respect to a Covered Person on: (1) the date described in the applicable provision titled When Coverage Begins (in the section titled INDIVIDUAL INSURING PROVISIONS) It ends on the Coverage Expiration Date.

<u>Coverage Expiration Date</u>: The date described in the applicable provision titled When Coverage Ends in the section titled INDIVIDUAL INSURING PROVISIONS.

<u>Description of Hazards</u>: The hazards against which insurance is provided while the Policy and this Coverage are in force are Injuries occurring or Sickness commencing to the Covered Person anywhere in the world, 24 hours a day excluding practice or play of interscholastic tackle football. All Covered Expenses incurred as a result of the same or related cause (including any complications) will be considered as resulting from one Injury or Sickness.

DESCRIPTION OF BENEFITS

Medical Expense Benefit – Accident and Sickness

When Benefits are Payable: The Company will pay benefits for those Covered Expenses incurred by the Insured Person for Injury or Sickness while insured under the Policy and in accordance with the COVERAGE DESCRIPTION to which this benefit applies, provided the first such Covered Expense is incurred within 120 days after the date of the Accident or Sickness first begins.

Covered Expenses must be incurred within 52 weeks after the date of the first Treatment for the Injury or Sickness. A Covered Expense will be deemed to have been incurred when the service, supply or Treatment to which it relates is provided.

<u>Amount of Benefits Payable:</u> The amount of the benefit payable will be the eligible Covered Expenses incurred in excess of the Deductible Amount (if any) shown on the *Schedule of Benefits*, subject to:

- 1. any coinsurance rate applicable to such Covered Expense;
- 2. any maximum amount payable for a specific Covered Expense; and
- 3. any Maximum Benefit amount payable for all such Covered Expenses.

These amounts, if applicable, are as shown on the Schedule of Benefits.

Payment of this benefit is subject to all other terms and conditions of the Policy.

Covered Expenses: Covered Expenses will be limited to the Usual, Customary and Reasonable Charges incurred by the Insured Person for Medically Necessary care and Treatment, including:

- 1. Room and Board: a) daily semi-private room rate when confined in a Hospital as an Inpatient; and b) general nursing care provided and charged for by the Hospital. In computing the number of days payable under this benefit, the date of admission will be counted, but not the date of discharge.
- 2. Intensive Care Unit.
- 3. Hospital Miscellaneous services and supplies: a) while confined in a Hospital as an Inpatient; or b) as a precondition for being confined in a Hospital as an Inpatient. Eligible services and supplies include: the cost of an operating room; laboratory tests; X-ray examinations (not treatment); anesthesia; drugs (excluding take home drugs) or medicines; therapeutic services; and supplies.
- 4. Inpatient Physiotherapy.
- 5. Inpatient Surgery: Physician's services for Inpatient surgery. If an Injury requires multiple surgical procedures through the same incision, benefits will be paid as follows:
 - a) for the first procedure, the Usual, Customary and Reasonable Charges incurred, subject to benefit option shown in the *Schedule of Benefits*.
 - b) for the second procedure, 50% of the Usual, Customary and Reasonable Charges incurred, subject to the benefit option shown in the *Schedule of Benefits*.
 - c) for the third or more procedure, 25% of the Usual, Customary and Reasonable Charges incurred, subject to the benefit option shown in the *Schedule of Benefits*. If multiple surgical procedures are performed during the same operative session, but through different incisions, The Company will pay the Usual, Customary and Reasonable Charges incurred as shown in the *Schedule of Benefits*. Covered Expenses for surgery will be paid under this Inpatient surgery benefit or under the outpatient surgery benefit, but not both.
- 6. Inpatient Anesthesiologist Services in connection with Inpatient surgery.
- 7. Inpatient Registered Nurse's Services: a) private duty nursing care only; b) while confined in a Hospital as an Inpatient; c) ordered by a licensed Physician; and d) a Medical Necessity. General nursing care provided by the Hospital is not covered under this benefit.
- 8. Inpatient Physicians' Visits: when confined in a Hospital as an Inpatient, eligible services are limited to one visit per day. Benefits do not apply when related to surgery. Covered Expenses for Physicians' visits will be paid under this Inpatient Physicians' visits benefit, or under the outpatient Physicians' visits benefit, but not both on the same day.
- 9. Inpatient Psychotherapy.
- 10. Outpatient Surgery: Physician's services for outpatient surgery. If an Injury requires multiple surgical procedures through the same incision, benefits will be paid as follows:
 - a) for the first procedure, the Usual, Customary and Reasonable Charges incurred, subject to benefit option shown in the *Schedule of Benefits*.
 - b) for the second procedure, 50% of the Usual, Customary and Reasonable Charges incurred, subject to the benefit option shown in the *Schedule of Benefits*.
 - c) for the third or more procedure, 25% of the Usual, Customary and Reasonable Charges incurred, subject to the benefit option shown in the *Schedule of Benefits*. If multiple surgical procedures are performed during the same operative session, but through different incisions, The Company will pay the Usual, Customary and Reasonable Charges incurred as shown in the *Schedule of Benefits*. Covered Expenses for surgery will be paid under this Outpatient surgery benefit or under the Inpatient surgery benefit, but not both.
- 11. Scheduled Outpatient Surgery Miscellaneous in connection with scheduled outpatient surgery. Eligible services and supplies include: the cost of the operating room;

- anesthesia; drugs or medicines; therapeutic services; and supplies, for such surgery performed in a Hospital, an outpatient Surgical Facility, or Physician's office. Non-scheduled surgery is not covered under this benefit.
- 12. Outpatient Anesthesiologist Services in connection with scheduled outpatient surgery.
- 13. Outpatient Physician's Visits: Eligible services are limited to one visit per day. Benefits do not apply when related to surgery or physiotherapy.
- 14. Outpatient Physiotherapy: Service must be prescribed by a licensed Physician and such prescription is for a stated number of visits.
- 15. Hospital Emergency Room: use of the emergency room and supplies.
- 16. Outpatient Diagnostic X-ray Services: separate maximums apply to positive and negative X-rays. Diagnostic X-rays are only those procedures identified in Physicians' Current Procedural Terminology (CPT) as codes 70000 79999 inclusive.
- 17. Outpatient Laboratory Procedures: laboratory procedures are only those procedures identified in Physicians' Current Procedural Terminology (CPT) as codes 80000 89999 inclusive.
- 18. Outpatient Test and Procedures: diagnostic services and medical procedures when performed by a Physician excluding Physician's visits; physiotherapy, X-rays; and laboratory procedures.
- 19. Outpatient Prescription Drugs.
- 20. Professional Ground Ambulance Services: From the site of Covered Accident directly to the Hospital.
- 21. Outpatient Braces and Appliances: a) when prescribed by a Physician; and b) a written prescription accompanies the claim when submitted. Replacement braces and appliances are not covered. Braces and appliances include durable, medical equipment, which is equipment, that: a) is primarily and customarily used to serve a medical purpose; b) can withstand repeated use; and c) generally is not useful to the person in the absence of Injury. No benefits will be paid for rental charges in excess of purchase price.
- 22. Inpatient and outpatient Consultant Physician Services: when requested and approved by the attending Physician.
- 23. Dental Treatment: a) when performed by a Physician and b) made necessary by Injury to sound, natural teeth.
- 24. Other Expense: if applicable and as noted on the *Schedule of Benefits*.
- 25. Expense for Treatment of the aggravation or re-injury of an Injury that occurred prior to the Insured's Effective Date of Coverage.
- 26. Repair or replacement of broken eyeglasses, frames or lenses as a result of a Covered Accident for which the Covered Person received Medically Necessary Treatment or Services.

Accidental Death, Dismemberment, or Paralysis; and Loss of Sight Benefit

When Benefits Are Payable: If an Injury to an Insured Person results in any of the following losses within 365 days of an Accident, in accordance with the COVERAGE DESCRIPTION to which this benefit applies, The Company will pay the Benefit Amount shown opposite such loss in the Table of Benefits. The Principal Sum is shown on the *Schedule of Benefits*. If the Insured Person sustains more than one such loss as a result of any one Accident, The Company will pay only the one largest amount to which the Insured Person is entitled.

Table of Benefits

Covered Loss	Benefit Amount
Loss of Life	100% of the Principal Sum
Loss of Both Hands	500% of the Principal Sum
Loss of Both Feet	500% of the Principal Sum
Loss of Entire Sight of Both Eyes	500% of the Principal Sum
Loss of One Hand and One Foot	
Loss of One Hand and Entire Sight of One Eye	500% of the Principal Sum
Loss of One Foot and Entire Sight of One Eye	500% of the Principal Sum
Paraplegia (total Paralysis of both lower limbs)	500% of the Principal Sum
Quadriplegia (total Paralysis of both upper and lower limbs)	500% of the Principal Sum
Hemiplegia (total Paralysis of upper and lower limbs	·
on one side of body)	500% of the Principal Sum
Loss of One Hand	250% of the Principal Sum
Loss of One Foot	
Loss of Entire Sight of One Eye	250% of the Principal Sum

"Loss of hand or foot" means complete Severance through or above the wrist or ankle joint. "Loss of Entire Sight" means the total, permanent loss of sight of the eye. The loss of sight must be unrecoverable by natural, surgical or artificial means.

"Paralysis" means the loss of use, without Severance, of a limb. This loss must be determined by a Physician to be complete and not reversible.

This benefit will be payable in addition to any other benefit payable under the Policy, subject to all the terms and conditions of the Policy.

Psychiatric/Psychological Counseling Benefit

The Company will pay the Psychiatric/Psychological Counseling Benefit when the following conditions have been met:

- 1. An Insured Person sustains a Covered Loss (other than Loss of Life) listed in the Table of Benefits above; and
- 2. The Accidental Death, Dismemberment or Paralysis; and Loss of Sight, Benefit is payable for that loss; and
- An Insured Person requires Psychiatric or Psychological Counseling as a result of such Loss;
- 4. Such Counseling is provided by a licensed Psychiatrist or Psychologist who is a person other than the Insured Person or a member of the Insured Person's immediate family.

The benefit payable shall be the actual Usual, Customary and Reasonable Charges incurred by the Insured Person for Medically Necessary Psychiatric or Psychological Counseling up to the Maximum Benefit Amount shown in the *Schedule of Benefits*. Benefits payable under this part shall be paid to the Insured Person.

Medical Evacuation Benefit

In the event a Covered Person requires Treatment as a result of a covered Injury and an appropriate medical facility is not locally available for Medically Necessary Treatment, or if during Treatment at a local medical facility the Covered Person's condition changes so that the local facility no longer can provide the Medically Necessary Treatment, the Covered Person may be

[&]quot;Severance" means the complete separation and dismemberment of the part from the body.

evacuated to the nearest appropriate medical facility. Expenses for evacuation, accompanying Physician or Nurse, services and supplies which are directly Medically Necessary for evacuation, and fees necessary to arrange for the evacuation, are covered up to the Maximum Benefit Amount shown in the *Schedule of Benefits*. The attending Physician must certify in writing that the evacuation is Medically Necessary. Any expenses with respect to the medical evacuation require prior approval of The Company. Initial air or ground ambulance to a medical facility are not included in this benefit.

Remains Repatriation Benefit

If a Covered Person dies while outside his or her home country, The Company will pay the actual charges for preparing and transporting the Covered Person's remains to his or her home country. This will be done in accord with all legal requirements in effect at the time the body remains are to be returned to the Insured Person's home.

The death must occur while the person is insured for this benefit. The Maximum Benefit Amount is shown in the *Schedule of Benefits*. This provision is subject to all of the terms of the Policy.

EXCLUSIONS

Additional Exclusions that may apply to this Benefit are in the Exclusions section of the Policy.

We will not pay Sickness Medical Expense Benefits for any loss, treatment or services resulting from or contributed to by:

- 1. Any expense related to the treatment of tonsils, adenoids, epilepsy, seizure disorder or congenital weakness.
- 2. The diagnosis and treatment of non-malignant warts, moles and lesions, acne or allergies, including allergy testing.
- 3. Treatment of congenital anomalies and conditions arising or resulting directly there from.

This form ends at the same time as the Policy to which it is attached. It is subject to all of the terms, limitations and conditions of the Policy, except as they are changed by it.

Signed for ACE American Insurance Company in Philadelphia, Pennsylvania.

JOHN J. LUPICA, President

IMPORTANT NOTICE

This policy provides travel insurance benefits for individuals traveling outside of their home country. This policy does not constitute comprehensive health insurance coverage (often referred to as "major medical coverage") and does not satisfy a person's individual obligation to secure the requirement of minimum essential coverage under the Affordable Care Act (ACA).

For more information about the ACA, please refer to www.HealthCare.gov.



CHUBB GROUP U.S. PRIVACY NOTICE

FACTS	WHAT DOES THE CHUBB GROUP DO WITH YOUR PERSONAL INFORMATION?		
Why?	Insurance companies choose how they share your personal information. Federal and state law gives consumers the right to limit some but not all sharing. Federal and state law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.		
What?	The types of personal information we collect and share depend on the product or service you have with us. This information can include: Social Security number and payment history		
How?	All insurance companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons insurance companies can share their customers' personal information; the reasons the Chubb Group chooses to share; and whether you can limit this sharing.		
	an share your personal nformation	Does Chubb share?	Can you limit this sharing?
such as to process your account(s), r	ay business purposes – s your transactions, maintain espond to court orders and as, or report to credit bureaus	Yes	No
For our market products and serv	ing purposes – to offer our ices to you	Yes	No
For joint marke companies	eting with other financial	Yes	No
For our affiliate	es' everyday business rmation about your experiences	Yes	No
	es' everyday business rmation about your	No	We don't share
	es to market to you	No	We don't share
	For nonaffiliates to market to you No We don't share		
Questions? Call 1-800-258-2930 or go to https://www2.Chubb.com/us-en/privacy.aspx			

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Who is providing this notice?	The Chubb Group. A list of these companies is located at the end of this document.
What we do	
How does Chubb Group protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. We restrict access to personal information to our employees, affiliates' employees, or others.
	We restrict access to personal information to our employees, affiliates' employees, or others who need to know that information to service the account or to conduct our normal business operations.
How does Chubb Group collect my personal	We collect your personal information, for example, when you
information?	 apply for insurance or pay insurance premiums file an insurance claim or provide account information give us your contact information
	We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.
Why can't I limit all	Federal law gives you the right to limit only
sharing?	 sharing for affiliates' everyday business purposes – information about your creditworthiness affiliates from using your information to market to you sharing for nonaffiliates to market to you
	State laws and individual companies may give you additional rights to limit sharing. See below for more on your rights under state law.
Definitions	
Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies.
	• Our affiliates include those with a Chubb name and financial companies, such as Westchester Fire Insurance Company and Great Northern Insurance Company.
Nonaffiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies.
	Chubb does not share with nonaffiliates so they can market to you.
Joint Marketing	A formal agreement between nonaffiliated financial companies that together market financial products or services to you.
	Our joint marketing partners include categories of companies such as banks.

Other important information

For Insurance Customers in AZ, CA, CT, GA, IL, MA, ME, MN, MT, NV, NC, NJ, OH, OR, and VA only: Under state law, under certain circumstances, you have the right see the personal information about you that we have on file. To see your information, write Chubb Group Attention: Privacy Inquiries, 202 Hall's Mill Road, P.O. Box 1600, Whitehouse Station, NJ 08889-1600. Chubb may charge a reasonable fee to cover the costs of providing this information. If you think any of the information is not accurate, you may write us. We will let you know what actions we take. If you do not agree with our actions, you may send us a statement. If you want a full description of privacy rights that we will protect in accordance with the law in your home state, please contact us and we will provide it. We may disclose information to certain third parties, such as law enforcement officers, without your permission.

For Nevada residents only: We may contact our existing customers by telephone to offer additional insurance products that we believe may be of interest to you. Under state law, you have the right to opt out of these calls by adding your name to our internal do-not-call list. To opt out of these calls, or for more information about your opt out rights, please contact our customer service department. You can reach us by calling 1-800-258-2930, emailing us at privacyinquiries@Chubb.com, or writing to Chubb Group, Attention: Privacy Inquiries, 202 Hall's Mill Road, P.O. Box 1600, Whitehouse Station, NJ 08889-1600. You are being provided this notice under Nevada state law. In addition to contacting Chubb, Nevada residents can contact the Nevada Attorney General for more information about your opt out rights by calling 775-684-1100, emailing bcpinfo@ag.state.nv.us, or by writing to: Office of the Attorney General, Nevada Department of Justice, Bureau of Consumer Protection: 100 North Carson Street, Carson City, NV 89701.

For Vermont residents only: Under state law, we will not share information about your creditworthiness within our corporate family except with your authorization or consent, but we may share information about our transactions or experiences with you within our corporate family without your consent.

Chubb Group Companies Providing This Notice

This notice is being provided by the following Chubb Group companies to their customers located in the United States: ACE American Insurance Company, ACE Capital Title Reinsurance Company, ACE Fire Underwriters Insurance Company, ACE Insurance Company of the Midwest, ACE Life Insurance Company, ACE Property and Casualty Insurance Company, Agri General Insurance Company, Atlantic Employers Insurance Company, Bankers Standard Fire and Marine Company, Bankers Standard Insurance Company, Chubb Indemnity Company, Chubb Custom Insurance Company, Chubb Indemnity Insurance Company of New Jersey, Chubb Lloyds Insurance Company of Texas, Chubb National Insurance Company, Executive Risk Indemnity Inc., Executive Risk Specialty Insurance Company, Federal Insurance Company, Great Northern Insurance Company, Illinois Union Insurance Company, Indemnity Insurance Company of North America, Insurance Company, Pacific Indemnity Company, Vigilant Insurance Company, Westchester Fire Insurance Company and Westchester Surplus Lines Insurance Company.

Chubb Group

Notice of HIPAA Privacy Practices for Protected Health Information

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.

This notice is effective as of June 15, 2018.

The Chubb Group of Companies, as affiliated covered and hybrid entities, (the "Company") is required by law to take reasonable steps to ensure the privacy of your personally identifiable health information, and to inform you about:

- The Company's uses and disclosures of Protected Health Information ("PHI")
- Your privacy rights with respect to your PHI;
- The Company's duties with respect to your PHI;
- Your right to file a complaint with the Company and to the Secretary of the U.S.

Department of Health and Human Services ("HHS"); and

• The person or office to contact for further information regarding the Company's privacy practices.

PHI includes all individually identifiable health information transmitted or maintained by the Company, regardless of form (e.g. oral, written, electronic).

A federal law, the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), regulates PHI use and disclosure by the Company. You may find these rules at 45 Code of Federal Regulations Parts 160 and 164. This notice attempts to summarize the regulations. The regulations will supersede any discrepancy between the information in this notice and the regulations.

I. Notice of PHI Uses and Disclosures

A. Required Uses and Disclosures

Upon your request, the Company is required to give you access to certain PHI in order to inspect and copy it.

Use and disclosure of your PHI may be required by the Secretary of Health and Human Services to investigate or determine the Company's compliance with the privacy regulations.

B. <u>Uses and Disclosures to Carry Out Treatment, Payment, and Health Care Operations</u>

The Company and its business associates will use PHI without your consent, authorization or opportunity to agree or object to carry out treatment, payment and health care operations. The Company also may also disclose PHI to a plan sponsor for purposes related to treatment, payment and health care operations and as otherwise permitted under HIPAA to the extent the plan documents restrict the use and disclosure of PHI as required by HIPAA.

Treatment is the provision, coordination or management of health care and related services. It also includes but is not limited to consultations and referrals between one or more of your providers. For example, the Company may disclose to a treating orthodontist the name of your treating dentist so that the orthodontist may ask for your dental X-rays from the treating dentist.

Payment includes, but is not limited to, actions to make coverage determinations and payment (including establishing employee contributions, claims management, obtaining payment under a contract of reinsurance.

utilization review and pre-authorizations). For example, the Company may tell a doctor whether you are eligible for coverage or what percentage of the bill will be paid by the Company.

Health care operations include, but are not limited to, underwriting, premium rating and other insurance activities relating to creating or reviewing insurance contracts. It also includes disease management, case management, conducting or arranging for medical review, legal services and auditing functions including fraud and abuse compliance programs, business planning and development, business management and general administrative activities. For example, the Company may use information about your claims to refer you to a disease management program, project future benefit costs or audit the accuracy of its claims processing functions. The Company will not use or disclose PHI that is genetic information for underwriting purposes.

The Company also may contact you to provide appointment reminders or information about treatment alternatives or health-related benefits and services that may be of interest to you.

C. Uses and Disclosures that Require Your Written Authorization

The Company will not use or disclose your PHI for the following purposes without your specific, written authorization:

- Use and disclosure of psychotherapy notes, except for your treatment, Company training programs, or to defend Company against litigation filed by you.
- Use and disclosure for marketing purposes, except for face to face communications with you.
- Use and disclosure that constitute the sale of your PHI. The Company does not sell the PHI of its customers.

Except as otherwise indicated in this notice, uses and disclosures of PHI will be made only with your written authorization subject to your right to revoke such authorization. You may revoke an authorization by submitting a written revocation to the Company at any time. If you revoke your authorization, the Company will no longer use or disclose your PHI under the authorization. However, any use or disclosure made in reliance of your authorization before its revocation will not be affected.

<u>D. Uses and Disclosures Requiring Authorizations or Opportunity to Agree or Disagree Prior to the Use or</u> Release

If you authorize in writing the Company to use or disclose your own PHI, the Company may proceed with such use or disclosure without meeting any other requirements and the use or disclosure shall be consistent with the authorization.

Disclosure of your PHI to family members, other relatives or your close personal friends is allowed if:

- The information is directly relevant to the family or friend's involvement with your care or payment for that care; and
- You have either agreed to the disclosure or have been given an opportunity to object and have not objected.

E. <u>Uses and Disclosures for which Consent, Authorization or Opportunity to Object is Not Required</u>

Use and disclosure of your PHI is allowed without your authorization or request under the following circumstances:

- (1) When required by law.
- (2) When permitted for purposes of public health activities, including when necessary to report product defects and to permit product recalls and to conduct post-market surveillance. PHI may also be used or disclosed if you

have been exposed to a communicable disease or are at risk of spreading a disease or condition, if authorized by law.

- (3) When authorized by law to report information about abuse, neglect or domestic violence. In such case, the Company will promptly inform you that such a disclosure has been or will be made unless that notice would cause a risk of serious harm. For the purpose of reporting child abuse or neglect, it is not necessary to inform the minor that such a disclosure has been or will be made. Disclosure may generally be made to the minor's parents or other representatives although there may be circumstances under federal or state law where the parents or other representatives may not be given access to the minor's PHI.
- (4) The Company may disclose your PHI to a public health oversight agency for oversight activities authorized by law. This includes uses or disclosures in civil, administrative or criminal investigations; inspections; licensure or disciplinary actions (for example, to investigate complaints against providers); and other activities necessary for appropriate oversight of government benefit programs (for example, to investigate Medicare or Medicaid fraud).
- (5) The Company may disclose your PHI when required for judicial or administrative proceedings. For example, your PHI may be disclosed in response to a subpoena or discovery request provided certain conditions are met. One of those conditions is that satisfactory assurances must be given to the Company that the requesting party has made a good faith attempt to provide written notice to you, and the notice provided sufficient information about the proceeding to permit you to raise an objection and no objections were raised or were resolved in favor of disclosure by the court or tribunal.
- (6) When required for law enforcement purposes (for example, to report certain types of wounds).
- (7) For law enforcement purposes, including for the purpose of identifying or locating a suspect, fugitive, material witness or missing person. Also, when disclosing information about an individual who is or is suspected to a victim of a crime but only if the individual agrees to the disclosure or the covered entity is unable to obtain the individual's agreement because of emergency circumstances. Furthermore, the law enforcement official must represent that the information is not intended to be used against the individual, the immediate law enforcement activity would be materially and adversely affected by waiting to obtain the individual's agreement and disclosure is in the best interest of the individual as determined by the exercise of the Company's best judgment.
- (8) When required to be given to a coroner or medical examiner for the purpose of identifying a deceased person, determining a cause of death or other duties as authorized by law. Disclosure is permitted to funeral directors, consistent with applicable law, as necessary to carry out their duties with respect to the decedent The Company may also disclose your PHI to organ procurement organizations.
- (9) The Company may use or disclose PHI for government-approved research, subject to conditions.
- (10) When consistent with applicable law and standards of ethical conduct if the Company, in good faith, believes the use of disclosure is necessary to prevent or lessen a serious and imminent threat to the health or safety of a person or the public and the disclosure is to a person reasonably able to prevent or lessen the threat, including the target of the threat.
- (11) For certain government functions such as related to military service or national security.
- (12) When authorized by and to the extent necessary to comply with workers' compensation or other similar programs established by law.
- (13) That is "incident to" an otherwise permitted use or disclosure of PHI by the Company.

II. Rights of Individuals

A. Right to Request Restrictions on Use and Disclosure of PHI

You may request the Company to restrict its use and disclosure of your PHI to carry out treatment, payment or health care operations, or to restrict its use and disclosure to family members, relatives, friends or other persons identified by you who are involved in your care or payment for your care. However, the Company may not be required to agree to your request, unless you have paid out of pocket in full for services, depending on the specific facts.

The Company will accommodate reasonable requests to receive communications of PHI by alternative means or alternative locations, such as a location other than your home. The Company will accommodate this request if you state in writing that you would be in danger from receiving communications through the normal means.

You or your personal representative will be required to complete a form to request restrictions on uses and disclosures of your PHI.

Such requests should be made to: Leslie Kaltenbach, Senior Privacy Officer & Compliance Manager, Chubb Group, 202 Hall's Mill Road, Whitehouse Station, NJ 08889, phone: 1-833-802-4822.

B. Right to Inspect and Copy PHI

You have a right to inspect and obtain a copy of your PHI contained in a "designated record set," for as long as the Company maintains the PHI.

"Protected Health Information" (PHI) includes all individually identifiable health information transmitted or maintained by the Company, regardless of form.

"Designated Record Set" includes the medical records and billing records about individuals maintained by or for a covered health care provider; enrollment, payment, billing, claims adjudication and case or medical management record systems maintained by or for a health plan; or other information used in whole or in part by or for the covered entity to make decisions about individuals. Information used for quality control or peer review analyses and not used to make decisions about individuals is not in the designated record set.

The requested information will be provided within 30 days if the information is maintained on site or within 60 days if the information is maintained offsite. A single 30-day extension is allowed if the Company is unable to comply with the deadline.

You or your personal representative will be required to complete a form to request access to the PHI in your designated record set. Requests for access to PHI should be made to: Leslie Kaltenbach, Senior Privacy Officer & Compliance Manager, Chubb Group, 202 Hall's Mill Road, Whitehouse Station, NJ 08889, phone: 1-833-802-4822.

If access is denied, you or your personal representative will be provided with a written denial setting forth the basis for the denial, a description of how you may exercise those review rights and a description of how you may complain to the Secretary of Health and Human Services.

C. Right to Amend PHI

You have the right to request the Company to amend your PHI or a record about you in a designated record set for as long as the PHI is maintained in the designated record set.

The Company has 60 days after the request to act on the request. A single 30-day extension is allowed if the Company is unable to comply with the deadline. If the request is denied in whole or part, the Company must provide you with a written denial that explains the basis for the denial. You or your personal representative may then submit a written statement disagreeing with the denial and have that statement included with any future disclosures of your PHI.

Requests for amendment of PHI in a designated record set should be made to: Leslie Kaltenbach, Senior Privacy Officer & Compliance Manager, Chubb Group, 202 Hall's Mill Road, Whitehouse Station, NJ 08889, phone: 1-833-802-4822.

You or your personal representative(s) will be required to complete a form to request amendment of the PHI in your designated record set.

D. Right to Receive an Accounting of PHI Uses and Disclosures

Upon your request, the Company will provide you with an accounting of disclosures by the Company of your PHI during the six (6) years prior to the date of your request. However, such accounting need not include PHI disclosures made: (1) to carry out treatment, payment or health care operations; (2) to individuals about their own PHI; (3) prior to the compliance date; or (4) based upon your own written authorization.

If the accounting cannot be provided within 60 days, an additional 30 days is allowed if the individual is given a written statement of the reasons for the delay and the date by which the accounting will be provided.

If you request more than one accounting within a 12-month period, the Company will charge a reasonable, cost-based fee for each subsequent accounting.

E. Right to Obtain a Paper Copy of This Notice Upon Request (Even if you have consented to receive this notice electronically)

To obtain a paper copy of this notice contact: Leslie Kaltenbach, Senior Privacy Officer & Compliance Manager, Chubb Group, 202 Hall's Mill Road, Whitehouse Station, NJ 08889, phone: 1-833-802-4822.

F. Note About Personal Representatives

You may exercise your rights through a personal representative. Your personal representative will be required to produce evidence of his/her authority to act on your behalf before that person will be given access to your PHI or allowed to take any action for you. Proof of such authority may take one of the following forms:

- A power of attorney for health care purposes, notarized by a notary public;
- · A court order of appointment of the person as the conservator or guardian of the individual; or
- An individual who is the parent of a minor child.

The Company retains discretion to deny access to your PHI to a personal representative to provide protection to those vulnerable people who depend on others to exercise their rights under these rules and who may be subject to abuse or neglect. This also applies to personal representatives of minors.

III. The Company's Duties

The Company is required by law to maintain the privacy of PHI and to provide individuals (participants and beneficiaries) with notice of its legal duties and privacy practices and to notify affected individuals of a breach of unsecured PHI. The Company is required to abide by the terms of this notice.

The Company reserves the right to change its privacy practices and to apply the changes to any PHI received or maintained by the Company prior to that date. If a privacy practice is changed, a revised version of this notice will be provided to all past and present participants and beneficiaries for whom the Company still maintains PHI. This notice and any revised version of this notice will be posted on the Company's internal website or mailed.

Any revised version of this notice will be distributed within 60 days of the effective date of any material change to the uses or disclosures, the individual's rights, the duties of the Company or other privacy practices stated in this notice.

A. "Minimum Necessary" Standard

When using or disclosing PHI, or when requesting PHI from another covered entity, the Company will make reasonable efforts not to use, disclose or request more than the minimum amount of PHI necessary to accomplish the intended purpose of the use, disclosure or request, taking into consideration practical and technological limitations.

However, the minimum necessary standard will <u>not</u> apply in the following situations:

- Disclosures to or requests by a health care provider for treatment;
- Uses or disclosures made to the individual;
- Disclosures made to the Secretary of HHS;
- Uses or disclosures that are required by law; and
- Uses or disclosures that are required for the Company's compliance with legal regulations.

This notice does not apply to information that has been "de-identified." *De-identified information* is information that does not identify an individual and with respect to which there is no reasonable basis to believe that the information can be used to identify an individual is not individually identifiable health information.

In addition, the Company may use or disclose "summary health information" to a plan sponsor for obtaining premium bids or modifying, amending or terminating the Company, which summarizes the claims history, claims expenses or type of claims experienced by individuals for whom the Company Sponsor has provided health benefits under the Company; and from which identifying information has been deleted in accordance with HIPAA.

IV. Your Right to File a Complaint with the Company or the HHS Secretary

If you believe that your privacy rights have been violated, you may complain to the Company in care of: Leslie Kaltenbach, Senior Privacy Officer & Compliance Manager, Chubb Group, 202 Hall's Mill Road, Whitehouse Station, NJ 08889, phone: 1-833-802-4822.

You may file a complaint with the Secretary of the U.S. Department of Health and Human Services, Hubert H. Humphrey Building, 200 Independence Avenue S.W., Washington, D.C. 20201, calling 1-877-696-6775, or visiting www.hhs.gov/ocr/privacy/hipaa/complaints/.

Your complaint must be submitted within 180 days of when you believe the violation occurred. The Company will not retaliate against you for filing a complaint.

V. Contact Information

If you have any questions regarding this notice or the subjects addressed in it, you may contact: Leslie Kaltenbach, Senior Privacy Officer & Compliance Manager, Chubb Group, 202 Hall's Mill Road, Whitehouse Station, NJ 08889, phone: 1-833-802-4822.

VI. Chubb Group Legal Entities

This following is a list of the Chubb Group companies located in the United States: ACE American Insurance Company, ACE Fire Underwriters Insurance Company, ACE Insurance Company of the Midwest, ACE Life Insurance Company, ACE Property and Casualty Insurance Company, Agri General Insurance Company, Atlantic Employers Insurance Company, Bankers Standard Insurance Company, Century Indemnity Company, Chubb Custom Insurance Company, Chubb Indemnity Insurance Company, Chubb Insurance Company of New Jersey, Chubb Lloyds Insurance Company of Texas, Chubb National Insurance Company, Executive Risk Indemnity Inc. Executive Risk Specialty Insurance Company, Federal Insurance Company, Great Northern Insurance Company, Illinois Union Insurance Company, Indemnity Insurance Company of North America, Insurance Company of North America, Pacific Employers Insurance Company, Pacific Indemnity Company, Penn Millers Insurance Company, Vigilant Insurance Company, Westchester Fire Insurance Company, Westchester Surplus Lines Insurance Company, Combined Insurance Company of America, and Combined Life Insurance Company of New York. These companies have designated themselves as hybrid entities and only those designated health care components identified by such companies are subject to HIPAA. In addition, these companies are legally separate affiliated companies under common ownership and have designated themselves as a single covered entity for purposes of HIPAA compliance.

NOTICE OF PROTECTION PROVIDED BY CALIFORNIA LIFE AND HEALTH INSURANCE GUARANTEE ASSOCIATION

This notice provides a brief summary regarding the protections provided to policyholders by the California Life and Health Insurance Guarantee Association ("the Association"). The purpose of the Association is to assure that policyholders will be protected, within certain limits, in the unlikely event that a member insurer of the Association becomes financially unable to meet its obligations. Insurance companies licensed in California to sell life insurance, health insurance, annuities and structured settlement annuities are members of the Association. The protection provided by the Association is not unlimited and is not a substitute for consumers' care in selecting insurers. This protection was created under California law, which determines who and what is covered and the amounts of coverage.

Below is a brief summary of the coverages, exclusions and limits provided by the Association. This summary does not cover all provisions of the law; nor does it in any way change anyone's rights or obligations or the rights or obligations of the Association.

COVERAGE

• Persons Covered

Generally, an individual is covered by the Association if the insurer was a member of the Association *and* the individual lives in California at the time the insurer is determined by a court to be insolvent. Coverage is also provided to policy beneficiaries, payees or assignees, whether or not they live in California.

• Amounts of Coverage

The basic coverage protections provided by the Association are as follows.

• Life Insurance, Annuities and Structured Settlement Annuities

For life insurance policies, annuities and structured settlement annuities, the Association will provide the following:

Life Insurance

80% of death benefits but not to exceed \$300,000. 80% of cash surrender or withdrawal values but not to exceed \$100,000.

• Annuities and Structured Settlement Annuities

80% of the present value of annuity benefits, including net cash withdrawal and net cash surrender values but not to exceed \$250,000.

The maximum amount of protection provided by the Association to an individual, for *all* life insurance, annuities and structured settlement annuities is \$300,000, regardless of the number of policies or contracts covering the individual.

• Health Insurance

The maximum amount of protection provided by the Association to an individual, as of July 1, 2016, is \$546,741. This amount will increase or decrease based upon changes in the health care cost component of the consumer price index to the date on which an insurer becomes an insolvent insurer. Changes to this amount will be posted on the Association's website www.califega.org.

COVERAGE LIMITATIONS AND EXCLUSIONS FROM COVERAGE

The Association may not provide coverage for this policy. Coverage by the Association generally requires residency in California. You should not rely on coverage by the Association in selecting an insurance company or in selecting an insurance policy.

The following policies and persons are among those that are excluded from Association coverage:

- A policy or contract issued by an insurer that was not authorized to do business in California when it issued the policy or contract.
- A policy issued by a health care service plan (HMO), a hospital or medical service organization, a charitable organization, a fraternal benefit society, a mandatory state pooling plan, a mutual assessment company, an insurance exchange, or a grants and annuities society.
- If the person is provided coverage by the guaranty association of another state.
- Unallocated annuity contracts; that is, contracts which are not issued to and owned by an individual and which do not guaranty annuity benefits to an individual.
- Employer and association plans, to the extent they are self-funded or uninsured.
- A policy or contract providing any health care benefits under Medicare Part C or Part D.
- An annuity issued by an organization that is only licensed to issue charitable gift annuities.
- Any policy or portion of a policy which is not guaranteed by the insurer or for which the individual
 has assumed the risk, such as certain investment elements of a variable life insurance policy or a
 variable annuity contract.
- Any policy of reinsurance unless an assumption certificate was issued.
- Interest rate yields (including implied yields) that exceed limits that are specified in Insurance Code Section 1607.02(b)(2)(C).

NOTICES

Insurance companies or their agents are required by law to give or send you this notice. Policyholders with additional questions should first contact their insurer or agent. To learn more about coverages provided by the Association, please visit the Association's website at www.califega.org, or contact either of the following:

California Life and Health Insurance	California Department of Insurance
Guarantee Association	Consumer Communications Bureau
P.O Box 16860,	300 South Spring Street
Beverly Hills, CA 90209-3319	Los Angeles, CA 90013
(323) 782-0182	(800) 927- 4357

Insurance companies and agents are not allowed by California law to use the existence of the Association or its coverage to solicit, induce or encourage you to purchase any form of insurance. When selecting an insurance company, you should not rely on Association coverage. If there is any inconsistency between this notice and California law, then California law will control.