

# BLANKET ACCIDENT POLICY/CERTIFICATE

Underwritten by:  
AXIS INSURANCE COMPANY  
(A Stock Company)  
(Herein called the Company)

Administrative Office:  
1 University Square Drive, Suite 200  
Princeton, NJ 08540

Home Office:  
303 W. Madison Street, Suite 500  
Chicago, IL 60606

POLICYHOLDER: **Kentucky Community and Technical College System**

POLICY NUMBER: **CAMP- 50114-94**

POLICY EFFECTIVE DATE: **July 1, 2011**

POLICY ANNIVERSARY DATE: **July 1**

POLICY TERM: **July 1, 2011 through June 30, 2012**

STATE OF ISSUE: **Kentucky**

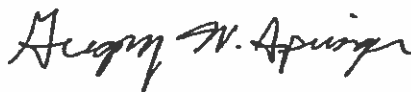
The Policy is a legal contract between the Policyholder and the Company.

This Policy describes the terms and conditions of insurance. This Policy/Certificate goes into effect subject to its applicable terms and conditions at 12:01 A.M. on the Policy Effective Date shown above at the Policyholder's address. It will remain in effect for the duration of the Policy Term shown above if the premium is paid according to the agreed terms. This Policy /Certificate terminates at 12:00 A.M., on the day following the last day of the Policy Term unless the Policyholder and the Company agree to continue coverage under this Policy/Certificate for an additional Policy Term. The laws of the State of Issue shown above govern this Policy/Certificate.

The Company and the Policyholder agree to all the terms of this Policy/Certificate.



Secretary



President

**THIS IS A LIMITED POLICY  
IT PAYS BENEFITS FOR SPECIFIC LOSSES FROM ACCIDENT ONLY  
IT DOES NOT PAY BENEFITS FOR LOSS CAUSED BY SICKNESS  
NON-PARTICIPATING**

**READ YOUR POLICY CAREFULLY.**

This cover sheet provides only a brief outline of some of the important features of your policy. This cover sheet is not the insurance contract and only the actual policy provisions will control. The policy itself sets forth, in detail, the rights and obligations of both you and your insurance company.

**IT IS THEREFORE IMPORTANT THAT YOU READ YOUR POLICY.**



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## **SCHEDULE OF BENEFITS**

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This Policy is intended to be read in its entirety. In order to understand all the conditions, exclusions and limitations applicable to its benefits, PLEASE READ ALL THE POLICY PROVISIONS CAREFULLY.

The *Schedule of Benefits* provides a brief outline of the coverage and benefits provided by this Policy. Please read the Conditions of Coverage and Description of Benefits sections for full details.

### **Eligible Persons:**

An Eligible Person refers to Non-Students, such as participants in Summer Camps; Enrichment Camps for ages 6-12 in tennis, art, sports, science, and computers, etc.; and field trips for high school students.

### **Principal Sum**

\$15,000

## **CONDITIONS OF COVERAGE**

The benefits provided by this Policy will be paid, subject to applicable conditions, limitations and exclusions, under the following coverages:

### **CAMP COVERAGE**

#### **Covered Activities**

While participating in activities sponsored by the Kentucky Community & Technical College System (KCTCS) and supervised by the KCTCS personnel.



## BENEFITS

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### Aggregate Limit of Indemnity

Applies to:  
All Conditions of Coverage

**Benefit Amount**  
\$500,000

Not more than the Aggregate Limit of Indemnity specified above will be paid for all Covered Losses, Covered Accidents, Covered Injuries and Covered Expenses suffered by all Insured Persons as the result of any one Covered Loss, Injury or Accident that occurs under one of the Conditions of Coverage, as specified above. If this amount does not allow all Insured Persons to be paid the amounts this Policy otherwise provides, the amount paid will be the proportion of the Insured Person's loss to the total of all losses, multiplied by the Aggregate Limit of Indemnity.

### ACCIDENTAL DEATH AND DISMEMBERMENT BENEFITS

Covered Loss must occur within 365 days of the Covered Accident

<b>Benefit</b>	<b>Benefit Amount</b>
Loss of Life	\$15,000
Loss of Two or More Hands or Feet	\$50,000
Loss of Sight of Both Eyes	\$50,000
Loss of Speech and Hearing (in Both Ears)	\$50,000
Loss of One Hand or Foot and Sight in One Eye	\$50,000
Loss of One Hand or Foot	\$25,000
Loss of Sight in One Eye	\$25,000
Severance and Reattachment of One Hand or Foot	\$25,000
Loss of Speech	\$25,000
Loss of Hearing (in Both Ears)	\$25,000
Loss of Thumb and Index Fingers of the Same Hand	\$12,500
Loss of all Four Fingers of the Same Hand	\$12,500
Loss of all the Toes of the Same Foot	\$12,500

**Exposure and Disappearance** Included

### ACCIDENT MEDICAL BENEFIT

#### Scope of Coverage Applicable to Accident Medical Benefits

Any benefit limits and benefit percentages apply, unless otherwise specified, on a per Insured Person – per Covered Loss basis. Any applicable Deductibles must be satisfied within the time periods specified before benefits are payable.

Full Excess Medical Expense

Total Maximum for all Accident Medical Benefits	\$25,000
First Covered Expenses must be incurred within	90 days after the Covered Accident
Benefit Period	52 weeks from the date of the Covered Accident
Deductible	\$0
applies to	each Covered Loss





**Covered Expenses****Benefit Percentage and Other Limits**

Determination of the amount of each Covered Expense, and where applicable, 100% Usual and Customary Charge will be made solely by the Company.

**In-Patient Hospital Services**

Room and Board Expenses

Intensive Care Unit

Semi-Private Room

Inpatient X-ray, CT scan, MRI,  
laboratory tests

100% of Usual &amp; Customary Charges

100% of Usual &amp; Customary Charges

100% of Usual &amp; Customary Charges

**Hospital Miscellaneous Expenses**

In-Hospital Physiotherapy

Nurse Services

Orthopedic Appliances

Outpatient

100% of Usual &amp; Customary Charges

100% of Usual &amp; Customary Charges

100% of Usual &amp; Customary Charges

100% of Usual &amp; Customary Charges

**Ambulatory Medical Center**

100% of Usual &amp; Customary Charges

**Emergency Room Treatment**

100% of Usual &amp; Customary Charges

**Physician Services**

Surgery

Assistant Surgeon

Physician Assistant

Use of Physician's Surgical Facilities

Second Opinion or Consultation

Anesthesia and its Administration

In-Hospital Visits

Office Visits

100% of Usual &amp; Customary Charges

100% of Usual &amp; Customary Charges

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100% of Usual &amp; Customary Charges

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100% of Usual &amp; Customary Charges

100% of Usual &amp; Customary Charges

**Out Patient X-Ray, CT Scan, MRI and  
Laboratory Tests**

100% of Usual &amp; Customary Charges

**Out Patient Physiotherapy**

100% of Usual &amp; Customary Charges

**Out Patient Nursing Services**

100% of Usual &amp; Customary Charges

**Ambulance Services**

100% of Usual &amp; Customary Charges

**Medical Equipment Rental**

100% of Usual &amp; Customary Charges

**Dental Services**

100% of Usual &amp; Customary Charges

**Prescription Drugs**

100% of Usual &amp; Customary Charges



**PREMIUM RATE TABLE**

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It is hereby agreed and understood that the premium amounts, and the manner in which premiums are due and payable, are as follows:

\$5,060 per year, due and payable for the Policy Term, which is also the Premium Rate Guarantee Period

The Initial Premium Rate Guarantee and any premium rate guarantee applicable to renewal are subject to the Cancellation and Premium Rate Change sections of the Administrative Provisions of this Policy

Mode of Premium Payment	Annually
Premium Due Dates	Policy Effective Date and each Policy Anniversary Date thereafter
Initial Premium	\$5,060



## GENERAL DEFINITIONS

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Please note that certain words used in this Policy have specific meanings. The words defined below and capitalized within the text of this Policy have the meanings set forth below.

<b>Accident or Accidental</b>	means a sudden, unexpected, specific and abrupt event that occurs by chance at an identifiable time and place while the Insured Person is covered under this Policy.
<b>Active Service</b>	means the Insured Person is considered in Active Service if He is none of the following: <ol style="list-style-type: none"><li>1. an Inpatient in a Hospital or receiving Outpatient care for chemotherapy or radiation therapy;</li><li>2. confined at home under the care of a Physician for sickness or injury; or</li><li>3. Totally Disabled.</li></ol>
<b>Aircraft</b>	means a vehicle which: <ol style="list-style-type: none"><li>1. has a valid Airworthiness Certificate; and</li><li>2. is being flown by a pilot with a valid license to operate the Aircraft.</li></ol>
<b>Airworthiness Certificate</b>	means a "Standard" Airworthiness Certificate issued by the Federal Aviation Agency of the United States of America or its equivalent issued by the governmental authority having jurisdiction over civil aviation in the country of registry.
<b>Calendar Year</b>	means January 1 <sup>st</sup> through December 31 <sup>st</sup> of any year.
<b>Civilian Aircraft</b>	means a civil or public Aircraft having a valid Airworthiness Certificate and piloted by a person who has a current and valid medical certificate and pilot certificate with appropriate ratings for the Aircraft. A Civilian Aircraft does not include a Policyholder Aircraft.
<b>Common Carrier or Public Conveyance</b>	means: <ol style="list-style-type: none"><li>1. a Conveyance, including Aircraft, licensed for hire to carry fare-paying passengers; or</li><li>2. a transport Aircraft operated by the Air Mobility Command of the United States of America or similar air transport service of another country.</li></ol>
<b>Conveyance</b>	means a motorized craft, vehicle or mode of transportation licensed or registered by a governmental authority
<b>Covered Accident</b>	means an Accident that results in a Covered Loss during the Policy Term.
<b>Covered Activity or Covered Activities</b>	means any activity that is shown in the <i>Schedule of Benefits</i> and: <ol style="list-style-type: none"><li>1. takes place under one of the Conditions of Coverage specified in the <i>Schedule of Benefits</i>; and</li><li>2. is sponsored, organized, scheduled or otherwise provided by the Policyholder.</li></ol>
<b>Covered Expenses</b>	means expenses actually incurred by or on behalf of an Insured Person for treatment, services and supplies covered by this Policy. Coverage under the Policyholder's Policy must remain continually in force from the date of the Covered Loss or Covered Activity until the date of treatment, services or supplies are received for them to be a Covered Expense. A Covered Expense is deemed to be incurred on the date treatment, service or supply that gave rise to the expense or the charge, was rendered or obtained.



<b>Covered Injury</b>	means Accidental bodily injury: (1) which is sustained by an Insured Person as a direct result of an unintended, unanticipated Covered Accident that is external to the body and that occurs while the injured person's coverage under the Policy is in force, and (2) which results directly and independently from all other causes from a Covered Accident and (3) which occurs while such person is participating in a Covered Activity. The Covered Injury must be caused through Accidental means. All injuries sustained by an Insured Person in any one Covered Accident, including related conditions and recurrent symptoms of these injuries, are considered a single injury.
<b>Covered Loss</b>	means a loss which meets the requisites of one or more benefits, and results from a Covered Accident, Covered Injury or Covered Activity.
<b>Eligible Person</b>	means an individual as defined in the <i>Schedule of Benefits</i> .
<b>He, His, Him</b>	refers to any individual, male or female.
<b>Hospital</b>	means an institution that meets all of the following: <ol style="list-style-type: none"> <li>1. it is licensed as a Hospital pursuant to applicable law;</li> <li>2. it is primarily and continuously engaged in providing medical care and treatment to sick and injured persons;</li> <li>3. it is managed under the supervision of a staff of medical doctors;</li> <li>4. it provides 24-hour nursing services by or under the supervision of a graduate registered Nurse (R.N.);</li> <li>5. it has medical, diagnostic and treatment facilities, with major surgical facilities on its premises, or available on a prearranged basis; and</li> <li>6. it charges for its services.</li> </ol> <p>The term Hospital does not include a clinic, facility, or unit of a Hospital for:</p> <ol style="list-style-type: none"> <li>1. rehabilitation, convalescent, custodial, educational or nursing care;</li> <li>2. the aged, drug addicts or alcoholics; or</li> <li>3. a Veteran's Administration Hospital or Federal Government Hospital unless the Insured Person incurs an expense.</li> </ol>
<b>Hospital Confined or Hospital Stay or Confined to a Hospital</b>	means a stay of 24 or more consecutive hours as a registered resident bed-patient in a Hospital. Separate Hospital Stays due to the same Covered Accident will be treated as one Hospital Stay unless separated by at least 30 days.
<b>Immediate Family Member</b>	means a person who is related to the Insured Person in any of the following ways: Spouse, Eligible Domestic Partner, brother-in-law, sister-in-law, daughter-in-law, son-in-law, mother-in-law, father-in-law, parent (includes stepparent), brother or sister (includes stepbrother or stepsister), or child (includes legally adopted or stepchild).
<b>Inpatient</b>	means confined overnight as a registered bed patient in a Hospital or other medical facility where at least one day's room and board is charged. The confinement must be on the advice of a Physician.
<b>Insured Person</b>	means an Eligible Person, as defined in the <i>Schedule of Benefits</i> , for whom required premium has been paid when due and for whom coverage under this Policy remains in force.
<b>Medically Necessary</b>	means medical services that: (1) are essential for diagnosis, treatment or care of the Covered Injury or Covered Accident for which it is prescribed or performed; (2) meets generally accepted standards of medical practice; and (3) are ordered by a Physician and performed under His care, supervision or order.





**Nurse** means a licensed graduate registered Nurse (R.N.) or a licensed practical Nurse (L.P.N.) who is not:

1. the Insured Person;
2. an Immediate Family Member of either the Insured Person or the Insured Person's Spouse;
3. a person living in the Insured Person's household; or
4. a person employed or retained by the Policyholder.

**Outpatient** means an Insured Person who is a patient and is not hospitalized overnight but who visits a Hospital, clinic, or associated facility for diagnosis or treatment.

**Paralysis/Paralyzed** means Quadriplegia, Paraplegia, Hemiplegia or Uniplegia that is expected to last for a continuous period of 12 months or more from the earlier of the date of the Accident causing paralysis or the date of the diagnosis. "Quadriplegia" means the complete and irreversible paralysis of both upper and lower limbs. "Paraplegia" means the complete and irreversible paralysis of both lower limbs or both upper limbs. "Hemiplegia" means the complete and irreversible paralysis of the upper and lower limbs of the same side of the body. "Uniplegia" means the complete and irreversible paralysis of one limb. "Limb" means entire arm or entire leg.

**Physician** means a licensed health care provider practicing within the scope of His license and rendering care and treatment to the Insured Person that is appropriate for the condition and locality, and who is not:

1. the Insured Person;
2. an Immediate Family Member of either the Insured Person or the Insured Person's Spouse;
3. a person living in the Insured Person's household;
4. a person employed or retained by the Policyholder; or
5. a person providing homeopathic, aroma-therapeutic, or herbal therapeutic services.

**Policyholder** means the entity, named on this Policy's face page, to which the Company issues this Policy.

**Policy Term** means the time period defined for the Policyholder shown in the *Schedule of Benefits*.

**Private Passenger Automobile** means a validly registered, four wheel private passenger car, including Policyholder-owned cars, campers, motor homes, station wagons, sport utility vehicles, pick-up trucks and van-type cars that are not licensed commercially or being used for commercial purposes. Any vehicle being used as a taxi cab, bus or other Public Conveyance will not be considered a Private Passenger Automobile.

**Scheduled Airlines or Aircraft** means any carrier holding a certificate, license or similar authorization for civilian scheduled air transport issued by the country of the Aircraft's registry, and which, in accordance with that authorization flies, maintains and publishes schedules and tariffs for regular passenger service between named cities at regular and specified times, but only if the Aircraft is then used for any regular or chartered flight operated by such carrier.

**Short-Term Activity** means a Covered Activity that does not recur, that is shown in the *Schedule of Benefits*, and:

1. takes place under one of the Conditions of Coverage specified in the *Schedule of Benefits*; and
2. is sponsored, organized, scheduled or otherwise provided by the Policyholder.



**Spouse**

means the Insured Person's lawful Spouse.

**Usual and Customary Charge**

means the average amount charged by most providers for treatment, service or supplies in the geographic area where the treatment, service or supply is provided.

**We, Us, Our**

means AXIS Insurance Company.



## **ELIGIBILITY, EFFECTIVE DATE, AND TERMINATION PROVISIONS**

- Eligibility** A person is eligible for insurance under this Policy when He meets the definition of Eligible Person shown in the *Schedule of Benefits*. An Eligible Person may be insured under only one covered class, even though He may be eligible under more than one covered class.
- Policy Effective Date** The Company agrees to provide Accident Insurance Benefits described in this Policy in consideration of the Policyholder's application and payment of the Premium when due. Insurance begins on the Policy Effective Date shown on this Policy's first page.
- Termination of Insurance** Insurance for the Insured Person will end on the earliest of:
1. the date the person is no longer in an Eligible Class;
  2. the date the person enters full time active duty in any Armed Forces. The Company will refund any premium paid for any period of active duty when the Company receives proof of active duty. Active duty does not include Reserve or National Guard duty for training unless it extends beyond 31 days;
  3. the end of the period for which the last premium is made; or
  4. the date this Policy ends; or
- Termination does not affect a claim for a Covered Loss due to a Covered Accident that occurs before the termination date. However, in no instance will benefits extend beyond the earliest of:
1. the end of the Benefit Period; and
  2. the date benefits equal to any applicable benefit limit or maximums, as shown in the *Schedule of Benefits*, have been paid.

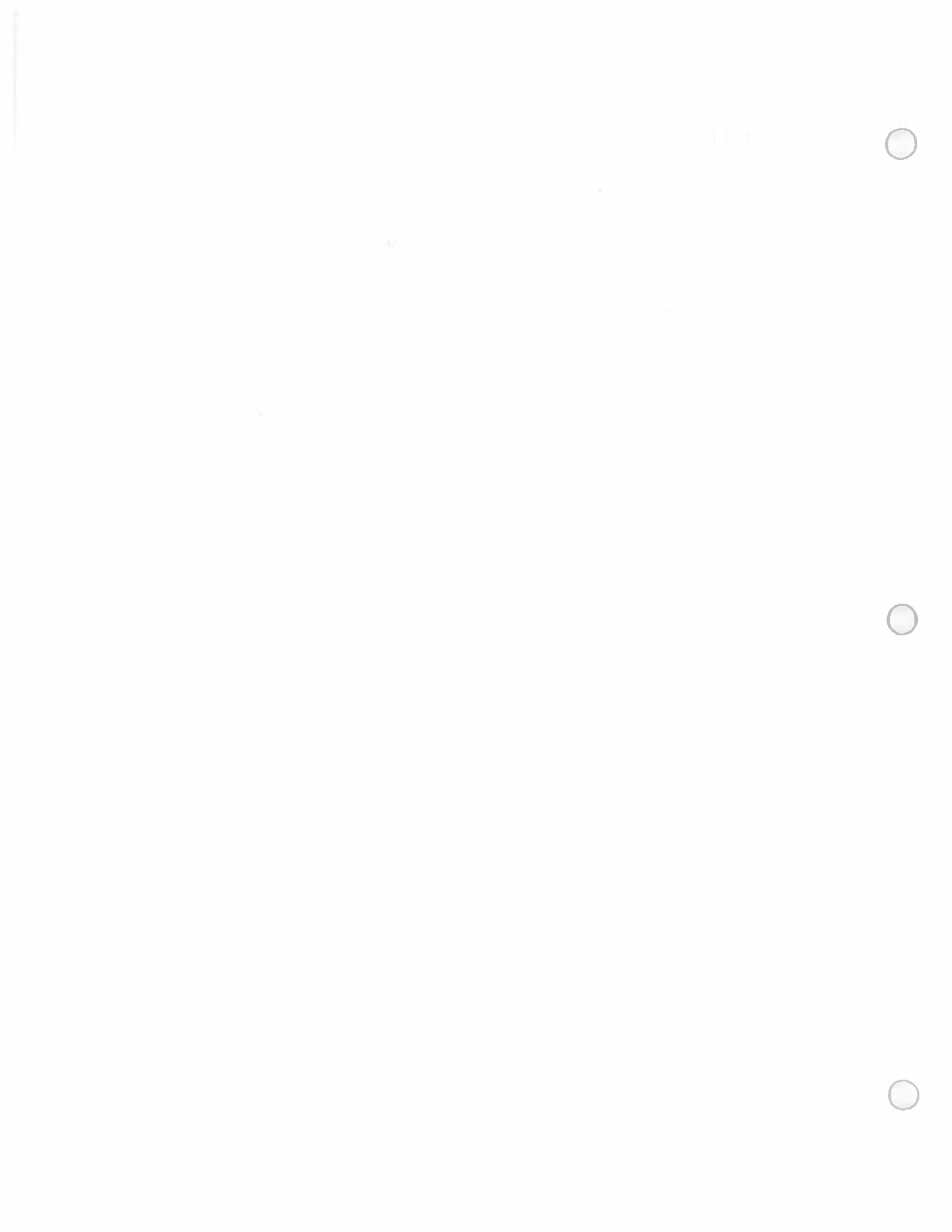


## COMMON EXCLUSIONS

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In addition to any benefit or coverage specific exclusion, benefits will not be paid for any loss which directly or indirectly, in whole or in part, is caused by or results from any of the following unless coverage is specifically provided in the Description of Benefits Section or the Conditions of Coverage Section:

1. Intentionally self-inflicted injury, suicide, or auto-eroticism, or any attempt while sane or insane;
2. Commission or attempt to commit a felony or an assault;
3. Commission of or active participation in a riot or insurrection;
4. Declared or undeclared war or act of war or any act of declared or undeclared war unless specifically provided by this Policy;
5. Release, whether or not Accidental, or by any person unlawfully or intentionally, of nuclear energy or radiation, including sickness or disease resulting from such release;
6. A Covered Accident that occurs while on active duty service in the military, naval or air force of any country or international organization. Upon Our receipt of proof of service, the Company will refund any premium paid for this time. Reserve or National Guard active duty training is not excluded unless it extends beyond 31 days;
7. Travel or activity outside the contiguous United States;
8. Flight in, boarding or alighting from, an Aircraft or any craft designed to fly above the Earth's surface:
  - a. being flown by the Insured Person or in which the Insured Person is a member of the crew;
  - b. being used for:
    - i. crop dusting, spraying or seeding, giving and receiving flying instruction, fire fighting, sky writing, sky diving or hang-gliding, pipeline or power line inspection, aerial photography or exploration, racing, endurance tests, stunt or acrobatic flying; or
    - ii. any operation that requires a special permit from the FAA, even if it is granted (this does not apply if the permit is required only because of the territory flown over or landed on);
  - c. designed for flight above or beyond the earth's atmosphere;
  - d. including an ultra-light or glider;
  - e. being used for the purpose of parachuting or skydiving;
  - f. being used by any military authority, except an Aircraft used by the air mobility command or its foreign equivalent;
9. Travel in any Aircraft owned, leased operated or controlled by the Policyholder, or any of its subsidiaries or affiliates. An Aircraft will be deemed to be "controlled" by the Policyholder if the Aircraft may be used as the Policyholder wishes for more than 10 straight days, or more than 15 days in any year;
10. Sickness, disease, bodily or mental infirmity, bacterial or viral infection or medical or surgical treatment thereof, (including exposure, whether or not Accidental, to viral, bacterial or chemical agents) whether the loss results directly or non directly from the treatment except for any bacterial infection resulting from an Accidental external cut or wound or Accidental ingestion of contaminated food;
11. Medical or surgical treatment, diagnostic procedure, administration of anesthesia, or medical mishap or negligence, including malpractice unless it occurs during treatment of injuries sustained in a Covered Injury;
12. A cardiovascular, event or stroke resulting, directly and independently of all other causes, from exertion, as verified by a Physician, while the Insured Person participates in a Covered Activity;
13. Voluntary ingestion of any narcotic, drug, poison, gas or fumes, unless prescribed or taken under the direction of a Physician and taken in accordance with the prescribed dosage;
14. The Insured Person's intoxication. The Insured Person is conclusively deemed to be intoxicated if the level in His blood exceeds the amount at which a person is presumed, under the law of the locale in which the accident occurred, to be under the influence of alcohol if operating a motor vehicle, regardless of whether He is in fact operating a motor vehicle, when the injury occurs. An autopsy report from a licensed medical examiner, law enforcement officers report, or similar items will be considered proof of the Insured Person's intoxication;
15. Travel in or on any on-road and off-road motorized vehicle except a golf cart or other Policyholder-owned vehicle that does not require licensing as a motor vehicle;
16. Participation in any motorized race or contest of speed;
17. An Accident if the Insured Person is the operator of a motor vehicle and does not possess a valid motor vehicle operator's license, unless: (a) the Insured Person holds a valid learners permit and (b) the Insured Person is receiving instruction from a driver's education instructor;





18. When the Insured Person is eligible, injuries compensable under Workers' Compensation law or any similar law;
19. Participation in any sports activity not specifically authorized, sponsored and supervised by the Policyholder, whether or not it takes place on Policyholder premises or during a Covered Activity, including but not limited to snowboarding, skateboarding, motorcycle racing, racing rocket-powered, jet propelled or nuclear-powered vehicles;
20. Participation in any team sport or any other athletic activity, except participation in a Covered Activity.

In addition, benefits will not be paid for services or treatment rendered by any person who is:

1. employed or retained by the Policyholder;
2. living in the Insured Person's household;
3. an Immediate Family Member including eligible domestic partner either the Insured Person or the Insured Person's Spouse; or
4. the Insured Person.



## CLAIM PROVISIONS

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### Beneficiary

If there is no named beneficiary or surviving beneficiary or if the Insured Person dies while benefits are payable to Him, the Company may make direct payment to the first surviving class of the following classes of persons:

1. Spouse
2. child or children;
3. parents;
4. siblings;
5. estate of the Insured Person.

### Claim Forms

The Company will send claim forms to the claimant upon receipt of a written notice of claim. If such forms are not sent within 15 days after the Company received notice of claim, the claimant will be deemed to have met the proof of loss requirements upon submitting, within the time fixed in the Policy for filing proof of loss, written proof covering the occurrence, the character and the extent of the loss for which the claim is made. The notice should include the Insured Person's name, the Policyholder's name and the Policy number. Any forms that may be required to be provided under this subsection may be provided in electronic or paper form.

### Notice of Claim

Written notice of claim must be given to the Company within 30 days after the occurrence or commencement of the Insured Person's Covered Loss, or as soon thereafter as reasonably possible. Notice must be given by or on behalf of the claimant to the Company to its designated authorized agent, with information sufficient to identify the Insured Person, is deemed notice to the Company. Any notices that may be required to be provided under this subsection may be provided in electronic or paper form.

### Payment of Claims

All benefits will be paid in United States currency. Upon receipt of due written proof of death, payment for loss of life of an Insured Person will be made to the Insured Person's beneficiary as described in the Beneficiary Provision and these Claims Provisions.

Upon receipt of due written proof of loss, payments for all losses, except loss of life, will be made to (or on behalf of, if applicable) the Insured Person suffering the loss. If an Insured Person dies before all payments due have been made, the amount still payable will be paid to His beneficiary as described in the Beneficiary Provision.

If any payee is a minor or is not competent to give a valid release for the payment, the payment will be made to a parent, guardian, or other person actually supporting Him. If the payee has no legal guardian for His property, a payment not exceeding \$1,000 may be made, at the Company's option, to any relative by blood or connection by marriage of the payee, who, in the Company's opinion, has assumed the custody and support of the minor or responsibility for the incompetent person's affairs.

Any payment the Company makes in good faith fully discharges liability to the extent of the payment made.

### Time of Payment of Claims

Benefits payable under the Policy for any loss, other than loss for which the Policy provides any periodic payment, will be paid immediately upon receipt of due written proof of the loss. Subject to the Company's receipt of due written proof of loss, all accrued benefits for loss for which the Policy provides periodic payment will be paid at the expiration of each month during the continuance of the period for which the Company is liable and any balance remaining unpaid upon termination of liability will be paid immediately upon receipt of such proof.



**Conditional Claim Payment**

If the Insured Person incurs expenses for Injuries received in a Covered Loss and in Our opinion a third party may be liable, the Company will pay benefits if:

1. the Insured Person first agrees in writing to refund the lesser of the amount the Company actually paid for such expenses; and
2. the amount actually received from the third party regardless of whether the amount is for such expenses; and the third party's liability is determined and satisfied whether by settlement, judgment, arbitration or otherwise. However, if the third party's liability is satisfied in an amount less than the benefits paid under this Policy, the Company will pay the difference.

**Legal Actions**

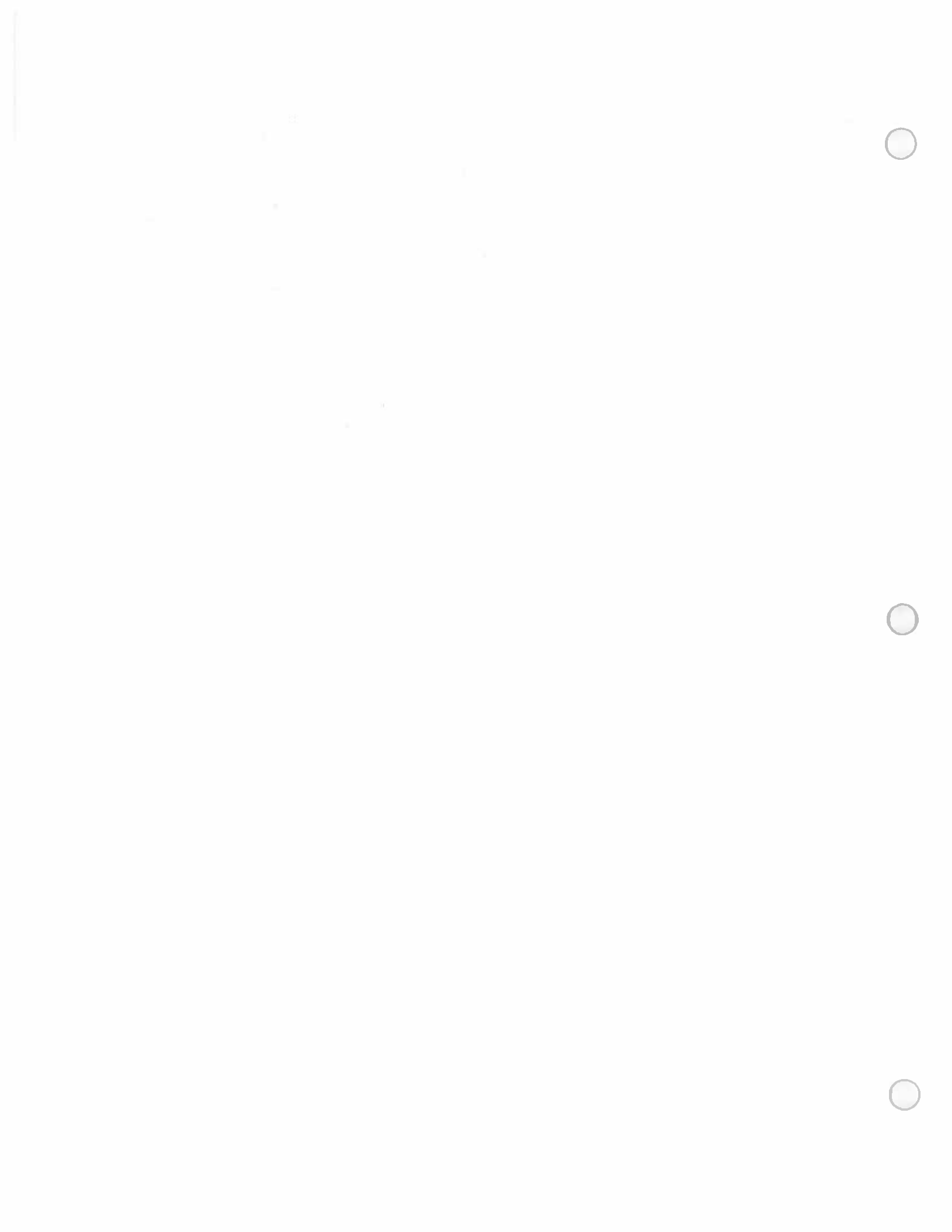
No action at law or in equity will be brought to recover benefits under this Policy less than 60 days after satisfactory proof of loss has been furnished as required by this Policy. No such action will be brought after expiry of the applicable statute of limitations from the time proof of loss is required to be furnished under this Policy.

**Physical Examination And Autopsy**

The Company, at its own expense, has the right and opportunity to examine the Insured Person when and as often as the Company may reasonably require while a claim is pending and to make an autopsy in case of death, where it is not prohibited by law.

**Proof of Loss**

Written proof of loss must be furnished to the Company within 90 days after the date of the Covered Loss. In the case of a claim for loss of time for disability, written proof of such loss must be furnished to the Company within 90 days after the commencement of the period for which the Company is liable. If the loss is one for which the Policy requires continuing eligibility for periodic benefit payments, subsequent written proofs of eligibility must be furnished at such intervals as may reasonably be required. Failure to furnish proof within the time required neither invalidates nor reduces any claim if it was not reasonably possible to furnish proof within such time, provided such proof is furnished as soon as reasonably possible. Any forms that may be required to be provided under this subsection may be provided in electronic or paper form.



## **ADMINISTRATIVE PROVISIONS**

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### **Cancellation**

The Company or the Policyholder may cancel this Policy after the first year or Policy Term, as of any Premium Due Date, by giving the other party 31 days advance written or authorized electronic notice. Any premium rate guarantee will not affect the Company's or the Policyholder's right to cancel this Policy.

If a premium is not paid when due, the Company will cancel this Policy at the end of the last period for which premium was paid, subject to the Grace Period provision. Premium Due Dates are shown in the *Schedule of Benefits*.

Cancellation does not affect a claim for a Covered Loss when the Covered Loss occurs before the cancellation date.

### **Grace Period**

A grace period of 31 days will be provided for the payment of any premium due after the first. During the grace period, the Policy shall continue in force, unless the Policyholder has given written notice of discontinuance in advance of the premium due date and in accordance with the terms of this Policy. If the required premium is not paid during the grace period, coverage will terminate on the last day of the grace period. The Policyholder will be liable for the payment of a pro rata premium for the time the Policy was in force during the grace period.

### **Premiums**

Premium rates are expressed in, and premiums are payable in, United States currency. The premiums for this Policy will be based on the rates set forth in the Rate Table, the plan and amounts of insurance in effect for Insured Persons and the premium mode selected, as shown in the *Schedule of Benefits*. The Company will provide notifications of premiums due or premium changes, by mail to the most current address in Our files, to the Policyholder.

### **Premium Payment**

The total premium paid by the Policyholder is the sum of premiums for all Insured Persons. The initial premium is due on the Policy Effective Date and each succeeding premium is due on the next succeeding premium due date, as shown in the *Schedule of Benefits*, unless the Policyholder and the Company agree to another mode of premium payment. Premiums are paid at the Company's Home Office or to the Company's authorized agent.

If any premium is not paid when due, this Policy will be cancelled as of the premium due date of the unpaid premium, except as provided in any applicable Grace Period section.

### **Premium Rate Changes**

The Company may change premium rates at the end of any Policy Term or any Premium Rate Guarantee Period with at least 31 days advance notice mailed to the last known address of the Policyholder. The Company will not increase premium rates more frequently than annually, unless one of the events described below occurs.

The Company may change the premium rate during a Policy Term or during any applicable Premium Rate Guarantee Period if any one of the following occurs:

1. the terms of this Policy change;
2. coverage is reinstated following failure to pay premium during the Grace Period;

Any increase or decrease in rate will take effect on the date of the applicable change specified above. A pro rata adjustment will apply from the date of the change to the end of any period for which premium has been paid.





**Premium Audit**

The Company will have the right to audit books and records of the Policyholder at its place of business and during its regularly-scheduled business hours, in order to determine the accuracy of premiums paid.

**Refund of Premium**

The Company will refund any premium paid for coverage of a specified Covered Activity if:

1. that Covered Activity is cancelled; and
2. the Policyholder notifies Us in writing at least 7 days before the Covered Activity was scheduled to take place.

No insurance will be in effect for any Insured Person while He participates in, travels to, attends or otherwise is involved in the Covered Activity. If this Policy was issued to insure only the Covered Activity that was cancelled and the Company is notified as required in 2 above, this Policy will be void from its inception.

**Reinstatement**

This Policy may be reinstated if it lapsed for nonpayment of premium. Requirements for reinstatement are a written application of the Policyholder satisfactory to the Company and payment of all overdue premiums. Any premium accepted in connection with a reinstatement will be applied to a period for which premium was not previously paid.



## **GENERAL PROVISIONS**

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<b>Addition of New Insured Persons</b>	All Insured Persons added to the Classes of Eligible Persons in the <i>Schedule of Benefits</i> are eligible for insurance under this Policy.
<b>Assignment</b>	<p>The rights and benefits provided by this Policy, except as provided herein, may not be assigned. The payee may, after a benefit or series of benefits has become payable, assign only those benefits. Such assignment will be valid only if the Company receives it before any of those benefits have been paid and only for benefits payable for claims arising from the same Covered Accident. Any other attempt to assign will be void.</p> <p>This insurance may not be levied on, attached, garnished, or otherwise taken for a person's debts unless contrary to law.</p>
<b>Certificates</b>	Where required by law, the Company will provide a certificate of insurance for delivery to the Insured Person. Each certificate will set forth a statement as to the insurance coverage to which the Insured Person is entitled, to whom the insurance benefits are payable, and a statement as to any family member, Spouse or Dependent's coverage. If family members or Dependents are included in the coverage, the insurer need only issue one certificate to each family unit.
<b>Clerical Error</b>	A person's coverage will not be affected by error or delay in keeping records of insurance under this Policy. If such error or delay is found, the Company will adjust the premium fairly.
<b>Conformity with Statutes</b>	Any provision in this Policy that is in conflict with the requirements of any state or federal law that apply to this Policy are automatically changed to satisfy the minimum requirements of such laws.
<b>Entire Contract; Changes</b>	<p>The Policy, the Master Application and any attached papers make up the entire contract between the Policyholder and the Company. In the absence of fraud, all statements made by the Policyholder or any Insured Person will be considered representations and not warranties. No written statement made by an Insured Person will be used in any contest unless a copy of the statement is furnished to the Insured Person or, in the event of the death or incapacity of the Insured Person, to His beneficiary or personal representative.</p> <p>No change in this Policy will be valid until approved by one of the Company's executive officers and endorsed on or attached to this Policy. No agent has authority to change this Policy or to waive any of its provisions.</p>
<b>Examination of the Policy</b>	This Policy will be available for inspection at the Policyholder's office during regular business hours.
<b>Incontestability</b>	<p>The validity of the Policy will not be contested after it has been in force for two years from the Policy Effective Date, except for non-payment of premium, misrepresentation or fraud.</p> <p>However, the Company may contest coverage at any time based upon the Insured Person's ineligibility for coverage under the Policy or upon other provisions in the Policy.</p>
<b>Misstatement of Fact</b>	If the Policyholder has misstated any fact, all amounts payable under this Policy will be such as the premium paid would have purchased had such fact been correctly stated.



**Noncompliance with Policy Requirements**

Any express or implied waiver by the Company of any requirements of this Policy is not a continuing waiver of such requirements. Any failure by the Company to enforce any policy provision will not be a waiver or amendment of that provision.

**Policy Changes**

No change in this Policy will be valid until approved by one of the Company's executive officers and endorsed on or attached to this Policy. The Company may agree with the Policyholder to modify a plan of benefits without the Insured Person's consent.

**Records**

The Policyholder or its authorized Administrator will maintain the records of the Insured Person's insurance under this Policy. The Company will be permitted to examine the Policyholder's records relating to the insurance under this Policy at any reasonable time. The Policyholder is acting as an agent of the Insured Person for transactions relating to this insurance. The actions of the Policyholder will not be considered the actions of the Company.

**Reporting Requirements**

The Policyholder or its authorized agent must report all of the following 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 by the Company.

The Company may, at the Company's sole discretion, waive reporting of any information specified above.

**Workers' Compensation**

This Policy is not in lieu of and does not affect any requirements for coverage by any Workers' Compensation Act or similar law.



## CONDITIONS OF COVERAGE

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This Section describes the Conditions of Coverage under which benefits provided by this Policy become payable. Any benefits are payable only once, even though more than one Condition of Coverage may apply. Please read these and the Common Exclusions sections in order to understand all of the terms, conditions and limitations of coverage.

### CAMP OR CONFERENCE COVERAGE

The Company will pay the Benefit Amount shown in the *Schedule of Benefits*, subject to all applicable conditions and exclusions if the Insured Person suffers a Covered Loss which occurs while an Insured Person is attending or participating in a Camp or Conference.

The Insured Person must be:

1. on the location or premises of the Camp or Conference
  - a. during its normal hours;
  - b. during scheduled functions; and
  - c. during other periods if the Insured Person is participating in a Supervised and Sponsored Activity of the Camp.
2. not on the Camp or Conference location or premises and attending or participating in a Supervised and Sponsored Activity of the Camp or Conference.

### Definitions

For purposes of this Condition of Coverage:

**Camp or Conference** means a scheduled educational, sports, social, day camp, summer camp, sleep away camp, or professional program at a facility owned, leased, rented or otherwise contracted for by the Policyholder to conduct such programs.

A Camp or Conference must:

1. have a director or person who is in charge of the program on behalf of the Policyholder; and
2. have organized activities
3. have registered participants

**Supervised and Sponsored Activity** means a Policyholder authorized function:

1. in which the Insured Person participates;
2. that is organized and approved by the Policyholder; and
3. that is within the scope of the activities provided by the Policyholder.

### Exclusions

Exclusions that apply to this Condition of Coverage are in the Common Exclusions Section.





## **DESCRIPTION OF BENEFITS**

This Description of Benefits Section describes the Benefits provided by this Policy. Benefit amounts, benefit periods and any applicable aggregate and benefit-specific maximums are shown in the *Schedule of Benefits*. Please read these and the Common Exclusions sections in order to understand all of the terms, conditions and limitations applicable to these Benefits.

### **ACCIDENTAL DEATH AND DISMEMBERMENT BENEFIT**

#### **Covered Losses**

The Company will pay the Benefit Amount for any one of the Covered Losses listed in the *Schedule of Benefits*, subject to all applicable conditions and exclusions, if the Insured Person suffers a Covered Loss as a result of a Covered Injury within the applicable time period specified in the *Schedule of Benefits*.

If the Insured Person sustains more than one Covered Loss as a result of the same Covered Accident, the total of Benefits the Company will pay will not exceed the Principal Sum.

#### **Exposure and Disappearance**

If by reason of an Accident occurring while an Insured Person's coverage is in force under this Policy, the Insured Person is unavoidably exposed to the elements and as a result of such exposure suffers a Covered Loss for which an Accidental Death or Accidental Dismemberment benefit is otherwise payable under the Policy, the Covered Loss will be covered under the terms of this Policy.

If the body of an Insured Person has not been found within one year of the disappearance, forced landing, stranding, sinking or wrecking of a Conveyance in which the person was an occupant while covered under this Policy, then it will be deemed, subject to all other terms and provisions of this Policy, that the Insured Person has suffered an Accidental Death that would have been payable under the Policy.

#### **Definitions**

For purposes of this benefit:

**Loss of a Hand or Foot** means complete Severance through or above the wrist or ankle joint.

**Loss of Sight** means the total, permanent Loss of Sight of one eye. The Loss of Sight must be irrecoverable by natural, surgical or artificial means.

**Loss of Speech** means total and permanent loss of audible communication which is irrecoverable by natural, surgical or artificial means.

**Loss of Hearing** means total and permanent loss of ability to hear any sound in both ears which is irrecoverable by natural, surgical or artificial means.

**Loss of a Thumb and Index Finger of the Same Hand or Loss of Four Fingers of the Same Hand** means complete Severance through or above the metacarpophalangeal joints of the same hand (the joints between the fingers and the hand).

**Loss of Toes** means complete Severance through the metatarsalphalangeal joint.

**Severance** means complete separation and dismemberment of the part of the body.

#### **Exclusions**

Exclusions that apply to this benefit are in the Common Exclusions Section.



## ACCIDENT MEDICAL BENEFIT

Covered Expenses and any applicable Deductibles are shown in the *Schedule of Benefits*.

### Other Health Care Plan Benefits

When another Health Care Plan provides benefits in the form of services rather than cash payments, the Company will consider the reasonable cash value of such service in determining whether any Deductible has been satisfied, or any amount by which any benefit provided by this Policy will be reduced.

### Full Excess Medical Expense

The Company will pay Covered Expenses:

1. after the Insured Person satisfies any Deductible; and
2. only when they are in excess of amounts payable by any Other Health Care Plan whether or not claim has been made for benefits it provides.

The Company will pay benefits without regard to any Coordination of Benefits provision in such Health Care Plan.

Any Covered Expenses payable under this provision will be reduced by the Other Health Care Plan Reduction Percentage shown in *Schedule of Benefits* if the amount the Health Care Plan would have paid had its services or facilities been utilized if:

1. the Insured Person has coverage under another Health Care Plan; and
2. the Other Health Care Plan is an HMO, PPO or similar arrangement; and
3. the Insured Person does not use the facilities or services of the HMO, PPO or similar arrangement.

Covered Expenses payable will not be reduced for emergency treatment within 24 hours after a Covered Accident which occurred outside the geographic service area of the HMO, PPO or similar arrangement.

## COVERED EXPENSES:

The Company will pay the benefits shown in the *Schedule of Benefits* for Covered Expenses incurred by the Insured Person, subject to all applicable conditions and exclusions, for treatment of a Covered Loss.

Benefits will be paid:

1. when Covered Expenses incurred exceed any applicable Deductible within the number of days from the date of the Covered Accident specified in the *Schedule of Benefits*;
2. as long as the first expense has been incurred within the number of days specified in the *Schedule of Benefits*;
3. until any applicable Benefit Period shown in the *Schedule of Benefits* has expired; and
4. until the total of Covered Expenses paid equals any applicable Benefit Limit or Maximum Benefit shown in the *Schedule of Benefits*; and
5. until Benefits paid equal the Maximum for Accident Medical Expense Benefits shown in the *Schedule of Benefits*.

### In-Patient Hospital Services

#### Room and Board Expenses

The Company will pay for:

1. confinement in an intensive care unit for each day of such confinement; and
2. any other confinement, for each day of the Hospital Stay.



**Miscellaneous Expenses:** The Company will pay the Miscellaneous Expenses charged by a Hospital or ambulatory surgical center for Outpatient surgery. Miscellaneous Expenses include, but are not limited to X-ray, laboratory, in-Hospital physiotherapy, Nurse services, orthopedic appliances, pre-admission tests, and all necessary charges, other than room and board, for services received during a Hospital Stay. Miscellaneous Expenses also include personal supplies and services, such as barber or beautician services and television when provided during a Hospital Stay.

**Ambulatory Medical Center** The Company will pay Covered Expenses incurred for medical or surgical treatment provided in a licensed facility providing ambulatory surgical or medical treatment that is not a Hospital or Physician's office.

**Emergency Room Treatment** The Company will pay Covered Expenses incurred for Outpatient emergency room treatment performed in a Hospital. When emergency room treatment is immediately followed by admission to a Hospital, such treatment will be a Hospital Covered Expense.

**Physician Services** The Company will pay Covered Expenses incurred for Physician Services listed below.

**Surgery –**

1. Covered Expenses charged for performing a surgical procedure. Two or more surgical procedures through the same incision will be considered as one procedure;
2. Covered Expenses charged by an assistant surgeon assisting a Physician performing a surgical procedure;
3. Covered Expenses charged for treatment of fractured and dislocated bones, operations that involve cutting or incision and/or suturing of wounds or any other surgical procedure, including aftercare, which is given in the Outpatient department of a Hospital or an ambulatory surgical center; and
4. any braces, splints or other devices required after surgery to ensure proper healing.

**Use of Physician's Surgical Facilities –** Covered Expenses charged for the use of the Physician's surgical facilities.

**Second Opinion or Consultation –** Covered Expenses charged by a Physician for a second surgical opinion or consultation.

**Physician's Assistant –** Covered Expenses charged by a Physician's Assistant for other than pre- or post-operative care, second opinion or consultation:

1. for in-Hospital visits; and
2. for office visits.

**Anesthesia and its Administration –** Covered Expenses charged by a Physician for anesthesia and its administration.

**In-Hospital or Office Visits –** Covered Expenses charged by a Physician for other than pre- or post-operative care, second opinion or consultation:

1. for in-Hospital visits; and
2. for office visits.

**Out-Patient X-Ray, CT Scan, MRI and Laboratory Tests** The Company will pay Covered Expenses incurred for X-ray, CT Scans, MRI's and laboratory tests.



**Out-Patient  
Physiotherapy**

The Company will pay Covered Expenses incurred for out-patient Physiotherapy. Physiotherapy means: (a) acupuncture; (b) microtherapy; (c) chiropractic adjustment; (d) manipulation; (e) diathermy; (f) massage therapy; (g) heat treatment; and (h) ultrasonic treatment.

**Out-Patient Nursing  
Services**

The Company will pay Covered Expenses incurred for out-patient services rendered by a Nurse.

**Ambulance Services**

The Company will pay Covered Expenses incurred for ground or air ambulance service to transport the Insured Person from the place where the Covered Accident occurred. The Company will pay Covered Expenses incurred for ground or air ambulance transportation from the nearest medical facility to another appropriate medical facility, if a Physician specifies in writing that specialized care not available in the first facility to which the Insured Person was transported is necessary to treat His Covered Loss.

**Medical Equipment  
Rental**

The Company will pay Covered Expenses incurred for rental or, if less, purchase of:

1. a wheelchair or Hospital bed; or
2. other medical equipment that has permanent or temporary therapeutic value for the Insured Person and that can only be used by the Insured Person. Permanent or temporary therapeutic value is solely determined by the Company. Examples of items that are not covered include, but are not limited to: computers, motor vehicles and modifications thereof, ramps and installation costs.

**Dental Services**

The Company will pay Covered Expenses incurred for dental treatment, including X-rays, for injury to a tooth:

1. with no fillings or cavities or only fillings or cavities that do not undermine the tooth cusps; and
2. for which pulpal tissues are healthy and intact; and
3. for which periodontal tissue shows little or no signs of active or chronic inflammation. For insurance review purposes, each tooth unit is evaluated under these criteria rather than a blanket rating of the whole mouth.

Covered Expenses include examinations, x-rays, restorative treatment, endodontics, oral surgery and initial braces required for treatment of a Covered Injury and treatment of gingivitis resulting from trauma.

If there is more than one way to treat a dental problem, the Company will pay based on the least expensive procedure if that procedure meets commonly accepted standards of the American Dental Association.

**Prescription Drugs**

The Company will pay the Covered Expenses incurred for drugs that: (a) can only be obtained through a Physician's written prescription; and (b) are approved for such prescription use by the Federal Drug Administration (FDA). The Company will also pay Covered Expenses incurred for drugs that meet (a) all of the above and are prescribed by a Physician for therapeutic use not specifically approved by the FDA. The Covered Expense for a prescription drug is limited to the cost of a generic drug unless: (1) substitution of a generic drug is prohibited by law; or (2) no generic drug is available; or (3) the Insured Person's Physician specifically requests that a non-generic drug be dispensed to the Insured Person.





## Definitions

For purposes of this Benefit:

**HMO – Health Maintenance Organization** means any organized system of health care that provides health maintenance and treatment services for a fixed sum of money agreed and paid in advance to the provider of service.

**PPO – Preferred Provider Organization** means an organization offering health care services through designated health care providers who agree to perform these services at rates lower than Non-Preferred Providers.

**Non-Preferred Provider** means any Hospital, Physician, or other provider of health care services which is not a member of an HMO or PPO plan.

## LIMITATIONS AND EXCLUDED EXPENSES

### Excluded Expenses

The following will not be considered Covered Expenses unless coverage is specifically provided.

1. blood, blood plasma, or blood storage, except expenses by a Hospital for processing or administration of blood.
2. cosmetic surgery, except for reconstructive surgery needed as the result of a Covered Loss.
3. any elective or routine treatment, surgery, health treatment, or examination, including any service, treatment or supplies that: (a) are deemed by the Company to be experimental or investigational; and (b) are not recognized and generally accepted medical practice in the United States.
4. examination or prescriptions for, or purchase, repair or replacement of, eyeglasses, contact lenses, hearing aids, wheelchairs, braces, appliances, orthopedic braces or orthotic devices.
5. treatment in any Veteran's Administration, Federal, or state facility, unless there is a legal obligation to pay.
6. services or treatment provided by persons who do not normally charge for their services, unless there is a legal obligation to pay.
7. rest cures or custodial care.
8. repair or replacement of existing dentures, partial dentures, braces or bridgework.
9. personal services such as television and telephone or transportation.
10. services or treatment provided by an infirmary operated by the Policyholder.
11. treatment or service provided by a private duty Nurse.
12. treatment of injuries that result over a period of time (such as blisters, tennis elbow, etc.), and that are a normal, foreseeable result of participation in the Covered Activity.
13. repair or replacement of existing artificial limbs, eyes and larynx.
14. treatment of Hernia of any kind. Hernia means a rupture or protrusion of an organ or part through connective tissues or through a wall of a cavity in which it is normally enclosed.
15. treatment of an injury resulting from a condition that the Insured Person knew existed on the date of a Covered Loss, unless the Company has received a written medical release from His Physician.
16. charges for any article of clothing intended for use more than once.
17. treatment of an injury resulting from or contributed to by frostbite, fainting or seizures, or heatstroke or heat exhaustion.

Other exclusions that apply to this Benefit are in the Common Exclusions Section.



In no event will the Company's total payments for the Insured Person exceed the Maximum Benefit Amount for the Accident Medical Expense shown in the Schedule of Benefits.

