QBE INSURANCE CORPORATION

Administrative Office

55 Water Street
New York, NY 10041

BLANKET ACCIDENT CERTIFICATE

POLICYHOLDER NAME:	Vance County Schools
POLICY NUMBER:	SHH910001
POLICY EFFECTIVE DATE:	July 1, 2024
POLICY TERM:	July 1, 2024 to July 1, 2025
STATE OF ISSUANCE:	North Carolina

QBE Insurance Corporation, herein called the Company or We, Us or Our, in consideration of the Application for this Policy and the timely payment of premiums, agrees, subject to the terms and conditions of the Policy, to insure the Policyholder's Eligible Persons.

The Policy describes the terms and conditions of insurance. It goes into effect, subject to its applicable terms and conditions, at 12:01 AM on the Policy Effective Date shown above, at the Policyholder's principal address. It will remain in effect for the duration of the Policy Term shown above if premium is paid according to agreed terms and conditions.

The Policy terminates at 12:01 AM on the last day of the Policy Term at the Policyholder's principal address unless the Policyholder and We have agreed to continue the Policy for an additional Policy Term. The laws of the State of Issuance shown above govern the Policy and this Certificate.

We and the Policyholder agree to all the terms and conditions of the Policy and this Certificate.

IN WITNESS WHEREOF, the Company has caused this Certificate to be executed and to take effect on the Policy Effective Date above.

Julie Wood President	Mark Pasko Secretary

• BLANKET ACCIDENT CERTIFICATE •
• NON-PARTICIPATING •

THIS POLICY PAYS BENEFITS FOR SPECIFIC LOSSES FROM ACCIDENTS ONLY.
IT DOES NOT PAY BENEFITS FOR SICKNESS.

This Certificate is intended to be read in its entirety. In order to understand all the terms, conditions, exclusions and limitations applicable to its benefits, please read this Certificate carefully.

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SCHEDULE OF BENEFITS

This Policy is intended to be read in its entirety. In order to understand all the terms, conditions, exclusions and limitations applicable to its benefits, please read the Policy carefully.

ELIGIBLE PERSONS:

Class 1	An Eligible Person is a person who: 1 – is participating in interscholastic sports or intramural sports; or 2 – is a student coach, student manager or student trainer; or 3 – is an athletic trainer, head coach or assistant coach; and 4 – for which the Policyholder has selected Plan A, B, C or D, as indicated on the Application.
Class 2	An Eligible Person is a person who: 1 – is participating in interscholastic sports; or 2 – is a cheerleader, band member or majorette; or 3 – is a student coach, student manager or student trainer; or 4 – is an athletic trainer, head coach or assistant coach; and 5 – for which the Policyholder has selected Plan A, B, C or as indicated on the Application.
Class 3	An Eligible Person is a person who: 1 – is participating in interscholastic sports, intramural sports or gym class; or 2 – is a cheerleader, band member or majorette; or 3 – is a student coach, student manager, student trainer; or 4 – is an athletic trainer, head coach or assistant coach; or 5 – is participating in school sponsored and supervised non-sports extracurricular activities; and 6 – for which the Policyholder has selected Plan A, B, C or D, as indicated on the Application.
Class 4	An Eligible Person is a student who: 1 – is an enrolled student; or 2 – is participating in intramural sports; and 3 – for which the Policyholder has selected Plan A, B, C or D, as indicated on the Application.

CONDITIONS OF COVERAGE

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

Policyholder Coverage	Not Applicable
School Coverage	Applicable (only if stated on Application)
Sports Coverage	Applicable (only if stated on Application)

COVERED ACTIVITIES

Covered Travel activities

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Travel arranged, provided, or paid for by the Policyholder	Covered, no time limit
Any other covered travel Immediately before or after a Covered Activity	Covered, limited to one hour each way

If travel activities are covered, overnight Supervised and Sponsored Activities with duration of more than 7 days and related travel are not covered unless specifically agreed to in writing by Us.

Personal Deviations covered	No

Covered Activities

Participation in the following Policyholder Supervised and Sponsored activities:

Class 1 Policyholder Supervised and Sponsored Interscholastic Sports and Intramural Sports.

Class 2 Policyholder Supervised and Sponsored Interscholastic Sports, including cheerleading, band and majorettes.

Class 3 Policyholder Supervised and Sponsored Interscholastic Sports and Intramural Sports, including cheerleading, band, majorettes, gym class, and Policyholder Supervised and Sponsored non-sport extracurricular activities.

Class 4 Policyholder Supervised and Sponsored School Activities and Intramural Sports only (Interscholastic sports are excluded from Class 4).

All One-Day Field Trips are included.

Any Sports or Activities for which coverage is provided under the State of North Carolina DOI - Public and Charter School Catastrophic Athletic Accident Policy are excluded under this Policy.

INDEMNITY BENEFITS

Indemnity Benefits apply, unless otherwise specified, on a per **Covered Person** per **Covered Accident** basis.

ACCIDENTAL DEATH AND DISMEMBERMENT BENEFITS

Covered Loss must occur within	365 days of the **Covered Accident**, unless specified elsewhere in the **Policy**

Schedule of Covered Losses

Covered Loss	**Benefit**
Loss of Life	$15,000
Heart Failure	$15,000
Loss of Two or More Hands or Feet	$20,000
Loss of One Hand or Foot and Sight in One Eye	$20,000
Loss of Sight in Both Eyes	$20,000
Loss of Speech and Hearing	$20,000
Quadriplegia	$20,000
Paraplegia	$20,000
Hemiplegia	$20,000
Loss of One Hand or Foot	$10,000
Loss of Sight in One Eye	$10,000
Loss of Hearing in Both Ears	$10,000
Loss of Speech	$10,000
Loss of Thumb and Index Finger of the Same Hand	$5,000
Aggregate Limit of Indemnity	$500,000
Applies to:	All Conditions of Coverage

Not more than the Aggregate Limit of Indemnity specified above will be paid for all **Covered Losses** suffered by all **Covered Persons** insured under this Accidental Death and Dismemberment Benefit as the result of any one **Covered Accident** that occurs under one of the Conditions of Coverage. If this amount does not allow all **Covered Persons** to be paid the amounts this **Policy** would otherwise provide if this Aggregate Limit of Indemnity was not in place, the amount paid will be the proportion of the **Covered Person's** loss to the total of all losses, multiplied by the Aggregate Limit of Indemnity.

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EXPENSE INCURRED BENEFITS

Expense Incurred Benefits apply, unless otherwise specified, on a per **Covered Person** per **Covered Accident** basis. Any applicable **Deductibles** must be satisfied within the time periods specified before benefits are payable.

Scope of Coverage Applicable to Expense Incurred Benefits

Full Excess Medical Expense Health Care Plan Reduction	0%

Accident Medical Expense Benefits

Total Maximum for all Accident Medical Expense Benefits	Plan A and Plan B: $1,000,000, less **Deductible** Plan C and Plan D: $5,000,000, less **Deductible**
First Covered Expenses must be Incurred within	60 days after a **Covered Accident**
Benefit Period	10 year(s) from the date of the **Covered Accident**
Deductible	$25,000
applies to	each **Covered Accident** and does include **Covered Expenses** paid under any **Health Care Plan**
Deductible must be satisfied within	730 days from the date of the **Covered Accident**

Covered Expense	Benefit Percentage; Maximum Amount
In-Patient Hospital Services	
Daily ICU or CCU	100%, up to two times the average daily semi-private room rate
Daily In-Hospital	100% of the average daily semi-private room rate
Miscellaneous Services	100%
Ambulatory Medical Center	100%
Emergency Room Treatment	100%
Physician Services	
Surgery	100%
Assistant Surgeon	100%
Physician's Surgical Facilities	100%
Second Opinion or Consultation	100%
Physician's Assistant	100%
Anesthesia	100%
In-patient Visits	100%
Office Visits	100%
Outpatient X-ray, CT Scan, MRI and Laboratory Tests	100%
Outpatient Physiotherapy	100%, up to $100,000
Outpatient Nursing Services	100%

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Ambulance Services	100%
Medical Equipment Rental	100%, up to $100,000
Durable Medical Equipment, Services and Supplies	100%
Artificial Limbs, Eyes, and Larynx	100%
Eyeglasses, Contact Lenses or Hearing Aids	100%
Dental Services	100%
Prescription Drugs	100%

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GENERAL DEFINITIONS

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

Aircraft means a vehicle which has a valid certificate of airworthiness and is being flown by a pilot with a valid license to operate the **Aircraft**.

Appropriate Treatment means care, services or supplies, provided by or at the direction of a **Physician** that are appropriate, according to accepted standards of medical practice, for the **Covered Person's** injury and are provided during the course of treatment of a **Covered Injury**.

Company or **We, Us, Our,** means QBE Insurance Corporation.

Covered Accident means a sudden, unforeseeable, external event that results, directly and independently of all other causes, in an injury or loss and meets all of the following conditions:

1. occurs while the **Covered Person** is insured under this **Policy**;
2. is not contributed to by disease, sickness, or mental or bodily infirmity; and
3. is not otherwise excluded under the terms of this **Policy**.

Covered Activity means any activity 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 sanctioned, sponsored, organized, supervised, scheduled or otherwise provided by the **Policyholder**.

Covered Injury means an injury sustained as a direct result, independently of all other causes, from a **Covered Accident**.

Covered Loss(es) means any loss(es) sustained as a direct result, independently of all other causes, from a **Covered Accident** and listed in the INDEMNITY BENEFITS section of the SCHEDULE OF BENEFITS.

Covered Expenses means the **Usual and Customary Charges** for services or supplies listed in the SCHEDULE OF BENEFITS and described in the EXPENSE INCURRED BENEFITS section of this **Policy**. **Covered Expenses** must be **Incurred** during the Benefit Period stated in the SCHEDULE OF BENEFITS, by a **Covered Person** for **Appropriate Treatment** for a **Covered Injury**. **Covered Expenses** are payable up to the maximum benefit shown in the SCHEDULE OF BENEFITS.

Covered Person means an **Eligible Person** for whom required premium has been paid when due and for whom coverage under this **Policy** remains in force.

Covered Travel means the specific travel activities included as Covered Travel activities under CONDITIONS OF COVERAGE in the SCHEDULE OF BENEFITS.

Deductible means the amount of **Incurred** and paid **Covered Expenses** that must be satisfied on a per **Covered Person** per **Covered Accident** basis, unless otherwise specified, before benefits are payable. If so indicated in the SCHEDULE OF BENEFITS, **Covered Expenses Incurred** and paid under any **Health Care Plan** can be used to satisfy the **Deductible** under this **Policy**.

Domestic Partner means a person who:

1. shares the **Covered Person's** permanent residence;
2. has resided with the **Covered Person** continuously for at least six months and is expected by the **Covered Person** to reside with the **Covered Person** indefinitely; and each agrees in writing to assume financial responsibility for the welfare of the other;
3. has signed a Domestic Partner declaration with the **Covered Person**, if he resides in a jurisdiction which provides for a Domestic Partner declaration;
4. has not signed a Domestic Partner declaration with any other person within the last 12 months.

5. is no less than 18 years of age and not more than 70 years of age;
6. is not legally permitted to marry the **Covered Person**;
7. is not legally married to any other person; or
8. is not a blood relative any closer than would prohibit legal marriage.

In addition to the above requirements, consent of either party to the Domestic Partner relationship must not have been obtained by force, duress or fraud.

Eligible Person means any individual included under ELIGIBLE PERSONS in the SCHEDULE OF BENEFITS.

He, **Him** or **His** means a natural person.

Health Care Plan means any arrangement, whether individually purchased or incident to employment or membership in an association or other group, which provides benefits or services for health care, dental care, pharmacy or prescription drugs, disability benefits or repatriation of remains. A **Health Care Plan** includes group, blanket, franchise, family or individual:

1. insurance policies;
2. subscriber contracts;
3. uninsured agreements or arrangements;
4. coverage provided through Health Maintenance Organizations, Preferred Provider Organizations and other prepayment, group practice an individual practice plans;
5. medical benefits provided under automobile "fault" and "no-fault" – type contracts;
6. medical benefits provided pursuant to any Workers' Compensation law or any similar law;
7. other valid and collectible medical or health care benefits or services; and
8. medical benefits provided by any governmental plan or coverage or other benefit law, except:
   a. a state-sponsored Medicaid plan; or
   b. a plan or law providing benefits only in excess of any private or non-governmental plan.

Hospital means an institution that:

1. is licensed as a hospital pursuant to applicable law;
2. is primarily and continuously engaged in providing medical care and treatment to sick and injured persons;
3. is managed under the supervision of a staff of medical doctors;
4. provides 24-hour nursing services by or under the supervision of a **Nurse**;
5. has medical, diagnostic and treatment facilities, with major surgical facilities on its premises, or available on a prearranged basis; and
6. charges for its services.

The term **Hospital** does not include a clinic, facility or unit:

1. for rehabilitation, convalescent, custodial, educational or nursing care;
2. for the aged, drug addicts or alcoholics; or
3. of a Veteran's Administration Hospital or Federal Government Hospital, unless the **Covered Person Incurs** an expense.

Hospital Stay means a confinement in a **Hospital** ordered by a **Physician**, over one or more nights when room and board and general nursing care are provided at a per diem charge made by the **Hospital**. The **Hospital Stay** must result directly and independently of all other causes from a **Covered Accident**. Separate **Hospital Stays** due to the same **Covered Accident** will be treated as one **Hospital Stay** unless separated by at least 90 days.

Incurred or **Incurs** means an obligation to pay for treatment, service or the purchase of supplies, deemed to be incurred the date such treatment or service is rendered to, or supplies are received by, the **Covered Person**.

In-Patient means a **Covered Person** who is confined and charged for at least one full day's **Hospital** room and board. The requirement that a person be charged for room and board does not apply to confinement in a Veteran's Administration Hospital or Federal Government Hospital and in such case, **In-Patient** means a **Covered Person** who is required to be confined for a period of at least a full day as determined by such **Hospital**.

Nurse means a licensed registered nurse (R.N.) or a licensed practical nurse (L.P.N.) who is not:
1. the **Covered Person**;
2. a parent, sibling, spouse, **Domestic Partner** or child of the **Covered Person**;
3. living in the **Covered Person's** household; or
4. employed or retained by the **Policyholder**.

Outpatient means a **Covered Person** who receives treatment, services and supplies while not an **In-Patient** in a **Hospital**.

Personal Deviation means any activity which:
1. is neither reasonably related to or incidental to the purpose of travel for which coverage is provided by this **Policy**; and
2. the **Covered Person** does before, during or after **Covered Travel**.

When coverage is provided during a **Personal Deviation**, the time period covered is shown in the CONDITIONS OF COVERAGE section of the SCHEDULE OF BENEFITS.

Physician means a licensed health care provider practicing within the scope of **His** license and rendering care and treatment to a **Covered Person** that is appropriate for the condition and who is not:
1. employed or retained by the **Policyholder**; or
2. living in the **Covered Person's** household; or
3. a parent, sibling, spouse, **Domestic Partner** or child of the **Covered Person**.

Policy means this "Blanket Accident Policy" issued by **Us** to the **Policyholder**, and includes the application, endorsements, amendments and any attached papers.

Policy Effective Date means the date shown under POLICY EFFECTIVE DATE on the first page of this **Policy**.

Policy Term means the period of time shown under POLICY TERM on the first page of this **Policy**.

Policyholder means the entity identified under POLICYHOLDER NAME on the first page of this **Policy** who elects to provide this coverage to their **Eligible Persons**.

Premium Due Date means the date(s) shown under Premium Due Date under the RATE TABLE in the SCHEDULE OF BENEFITS.

Usual and Customary Charges (**U&C**) mean the common charges made or accepted for medical services, care or supplies that are for the same or comparable service or supply in the geographic area in which the service or supply is furnished. **Usual and Customary Charges** are determined based upon:
(1) the amount of resources expended to deliver the treatment;
(2) the complexity of the treatment rendered; and
(3) charging protocols and billing practices generally accepted by the medical community.

ELIGIBILITY, EFFECTIVE DATE AND TERMINATION PROVISIONS

POLICY EFFECTIVE DATE

We agree to provide Blanket Accident Insurance Benefits described in this **Policy** in consideration of the **Policyholder's** application and payment of the initial premium when due. Insurance coverage begins on the **Policy Effective Date**.

ELIGIBILITY

An individual becomes eligible for insurance under this **Policy** on the date **He** meets all of the requirements under the definition of **Eligible Persons**.

EFFECTIVE DATE FOR INDIVIDUALS

Insurance becomes effective for an **Eligible Person** on the latest of the following dates:

1. the effective date of this **Policy**; or
2. the date the individual becomes an **Eligible Person**.

EFFECTIVE DATE OF CHANGES

Any increase or decrease in the amount of insurance for the **Covered Person** resulting from a change in benefits provided by this **Policy** or a change in the individual's coverage eligibility (as set forth under the definition of **Eligible Persons**) will take effect on the date of such change.

TERMINATION OF INSURANCE

The insurance coverage for a **Covered Person** will end on the earliest of the following:

1. the date the individual is no longer an **Eligible Person**;
2. the end of the last period for which premium is paid;
3. the date that the plan of benefits under which the **Covered Person** is covered is terminated; or
4. the date this **Policy** terminates.

Termination will not affect a claim for a **Covered Injury** that occurs before the termination date. However, in no instance will benefits extend beyond the earliest of:

1. the end of the Benefit Period stated in the SCHEDULE OF BENEFITS; or
2. the date benefits equal to any applicable Benefit Limit or Maximum, as shown in the SCHEDULE OF BENEFITS, have been paid.

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COMMON EXCLUSIONS

Benefits will not be paid for any **Covered Loss** or **Covered Expenses** which, directly or indirectly, in whole or in part, is caused by or results from any of the following unless coverage is specifically provided for in the SCHEDULE OF BENEFITS:

1. intentionally self-inflicted injury, suicide or any attempt thereat while sane or insane;
2. commission or attempt to commit a felony or an assault;
3. voluntary commission of or active participation in a riot or insurrection;
4. bungee jumping, parachuting, skydiving, ultralight, hang-gliding, paragliding, parasailing;
5. declared or undeclared war or act of war;
6. flight in, boarding or alighting from an **Aircraft** or any craft designed to fly above the Earth's surface, except as a fare-paying passenger on a regularly scheduled commercial or charter airline;
7. travel in or on any off-road motorized vehicle not used during participation in **Covered Activities**, except a golf cart or any other vehicle **We** specifically agree to cover not requiring licensing as a motor vehicle;
8. participation in any motorized race or contest of speed;
9. an accident if the **Covered Person** is the operator of a motor vehicle and does not possess a valid motor vehicle operator's license; except while participating in a driver's education program;
10. sickness, disease, bodily or mental infirmity, bacterial or viral infection or medical or surgical treatment thereof, except for any bacterial infection resulting from an accidental external cut or wound or accidental ingestion of contaminated food;
11. travel or activity outside the United States, its possessions, or the countries of Canada or Mexico, unless **We** have agreed to provide it in advance;
12. the **Covered Person's** intoxication as determined according to the laws of the jurisdiction in which the **Covered Accident** occurred;
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. occupational injuries for which benefits are not paid under any Workers' Compensation Law or any similar law;
15. services or treatment rendered by a **Physician**, **Nurse** or any other person who is:
    a. employed or retained by the **Policyholder**, unless the services or treatment are provided by a **Policyholder**-owned medical facility that is open to the public;
    b. living in the **Covered Person's** household; or
    c. who is a parent, sibling, spouse or child of the **Covered Person**;
16. any **Hospital Stay** or days of a **Hospital Stay** that are not **Appropriate Treatment** for the condition; or
17. a **Covered Person's Covered Loss** if **He** was:
    a. driving a private passenger automobile at the time of the **Covered Accident** that resulted in the **Covered Loss**; and
    b. intoxicated, as that term is defined by the law of the jurisdiction in which the **Covered Accident** occurred.

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CLAIM PROVISIONS

NOTICE OF CLAIM

Written or authorized electronic/telephonic notice of claim must be given to **Us** within 31 days after a **Covered Loss** or **Covered Injury** occurs or begins or as soon as reasonably possible. If written or authorized electronic/telephonic notice is not given in that time, the claim will not be invalidated or reduced if it is shown that such notice was given as soon as reasonably possible. Notice can be given to **Us** at the Administrative Office shown on the first page of this **Policy**, to such other place as **We** may designate for that purpose, or to **Our** authorized agent. Notice should include the **Policyholder's** name and policy number and the **Covered Person's** name and address.

CLAIM FORMS

We will send claim forms for filing proof of loss when **We** receive notice of a claim. If such forms are not sent within 15 days after **We** receive notice, the proof requirements will be met by submitting, within the time fixed in this **Policy** for filing proof of loss, written or authorized electronic proof of the nature and extent of the loss for which the claim is made.

CLAIMANT COOPERATION PROVISION

Failure of a claimant to cooperate with **Us** in the administration of the claim may result in termination of the 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.

PROOF OF LOSS

Written or authorized electronic proof of loss must be given to **Us** at **Our** office, within 90 days of the loss for which claim is made. If written or authorized electronic notice is not given within that time, no claim will be invalidated or reduced if it is shown that such notice was given as soon as reasonably possible. In any case, written or authorized electronic proof must be given not more than 24 months after the time it is otherwise required, except if proof is not given solely due to the lack of legal capacity.

TIME OF PAYMENT OF CLAIMS

We will pay benefits due under this **Policy** immediately upon receipt of due written or authorized electronic proof of such loss.

PAYMENT OF CLAIMS

All benefits will be paid in United States currency. Benefits for loss of life will be payable in accordance with the below BENEFICIARY provision and these CLAIM PROVISIONS. All other proceeds payable under this **Policy**, unless otherwise stated, will be payable to the **Covered Person** or to **His** estate.

If **We** are to pay benefits to the estate or to a person who is incapable of giving a valid release, **We** may pay up to $1,000 to a relative by blood or marriage whom **We** believe is equitably entitled. Any payment made by **Us** in good faith pursuant to this provision will fully discharge **Us** to the extent of such payment and release **Us** from all liability.

BENEFICIARY

The beneficiary is the person or persons the **Covered Person** names or changes on a form executed by **Him** and satisfactory to **Us**. This form may be in writing or by any electronic means agreed upon between **Us** and the **Policyholder**. Consent of the beneficiary is not required to affect any changes or to make any assignment of rights or benefits permitted by this **Policy** unless the beneficiary has been designated as an irrevocable beneficiary.

A beneficiary designation or change will become effective on the date the **Covered Person** executes it. However, **We** will not be liable for any action taken or payment made before **We** record notice of the change at **Our** Home Office.

If more than one person is named as beneficiary, the interests of each will be equal unless the **Covered Person** has specified otherwise. The share of any beneficiary who does not survive the **Covered Person** will pass equally to any surviving beneficiaries unless otherwise specified.

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

1. spouse;
2. child or children, including step-children and legally adopted children;
3. mother or father;
4. sisters or brothers; and
5. the estate of the **Covered Person**.

PHYSICAL EXAMINATION AND AUTOPSY

We, at **Our** own expense, have the right and opportunity to examine the **Covered Person** when and as often as **We** may reasonably require while a claim is pending and to make an autopsy in case of death where it is not forbidden by law.

LEGAL ACTIONS

No action at law or in equity may be brought to recover under this **Policy** less than 60 days after written or authorized electronic proof of loss has been furnished as required by this **Policy**. No such action will be brought more than 3 years after the time such written proof of loss must be furnished.

RECOVERY OF OVERPAYMENT

If benefits are overpaid, **We** have the right to recover the amount overpaid by either of the following methods:

1. a request for lump sum payment of the overpaid amount; or
2. a reduction of any amounts payable under this **Policy**.

If a recovery of an overpayment is due when the **Covered Person** dies, **We** may recover the overpayment from the **Covered Person's** estate.

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GENERAL PROVISIONS

ENTIRE CONTRACT; CHANGES

This **Policy**, including the policy application, endorsements, amendments and any attached papers, constitutes the entire contract of insurance. No change in this **Policy** will be valid until approved by one of **Our** 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.

MISSTATEMENT OF FACT

In the event of a misstatement of fact by the **Policyholder** or a **Covered Person**, all amounts payable under this **Policy** shall be payable in the amounts that the premium actually paid would have purchased had the true facts been stated by the **Policyholder** or a **Covered Person**.

ASSIGNMENT

The rights and benefits under this **Policy** may not be assigned and any attempt to assign will be void.

INCONTESTABILITY

1. Incontestability of this **Policy**
   All statements made by the **Policyholder** to obtain this **Policy** are considered representations and not warranties. No statement will be used to deny or reduce benefits or be used as a defense to a claim, or to deny the validity of this **Policy** unless a copy of the instrument containing the statement is, or has been, furnished to the **Policyholder**. After 2 years from the **Policy Effective Date**, no such statement will cause this **Policy** to be contested except for fraud.
2. Incontestability of a **Covered Person's** insurance
   All statements made by a **Covered Person** are considered representations and not warranties. No statement will be used to deny or reduce benefits or be used as a defense to a claim, unless a copy of the instrument containing the statement is, or has been, furnished to the claimant. In the event of a claimant's death or incapacity, **His** applicable representative shall be given a copy.

   After 2 years from the **Covered Person's** effective date of insurance, or from the effective date of increased benefits, no such statement will cause insurance or the increased benefits to be contested except for fraud or lack of eligibility for insurance.

REPORTING REQUIREMENTS

The **Policyholder** or its authorized agent must report all of the following to **Us** by the **Premium Due Date**:

1. the number of persons insured on the **Policy Effective Date**;
2. the number of persons who are insured after the **Policy Effective Date**;
3. the number of persons whose insurance has terminated; and
4. any additional information required by **Us**.

CLERICAL ERROR

A **Covered Person's** insurance will not be affected by error or delay in keeping records of insurance under this **Policy**. If such error or delay is found, **We** will adjust the premium equitably.

CERTIFICATES

We will provide a certificate of insurance to the **Policyholder** for delivery to the **Covered Person** as required by the laws of the state where this **Policy** is delivered. Each certificate will list the benefits, conditions and limitations of this **Policy** and it will state to whom benefits will be paid.

CONFORMITY WITH STATUTES

Any provisions in conflict with the requirements of any state or federal law that applies to this **Policy** are automatically changed to satisfy the minimum requirements of such laws.

WORKERS COMPENSATION INSURANCE

This **Policy** is not in place of and does not affect any requirements for coverage under any Workers' Compensation law.

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CONDITIONS OF COVERAGE

This section includes the Conditions of Coverage under which benefits provided by this **Policy** become payable. The SCHEDULE OF BENEFITS sets forth the Conditions of Coverage applicable to the **Policy**. Any benefit is payable only once, even though more than one of the Conditions of Coverage may apply. Please read these Conditions of Coverage and the COMMON EXCLUSIONS Section in order to understand all of the terms, conditions, exclusions and limitations of coverage.

POLICYHOLDER COVERAGE

We will pay benefits provided by this **Policy**, subject to all applicable terms, conditions, exclusions and limitations, when a **Covered Person** suffers a **Covered Loss** or incurs **Covered Expenses** as a result, directly and independently of all other causes, from a **Covered Accident** that occurs during a **Supervised and Sponsored Policyholder Activity**.

The **Covered Activity** must take place either:

1. on the premises of the **Policyholder** during normal hours of operation or during another scheduled time; or
2. at another site designated by the **Policyholder** where the **Covered Activity** is scheduled.

Covered Travel
The following coverage is provided if travel is included for Covered Travel activities under COVERED ACTIVITIES in the SCHEDULE OF BENEFITS.

Covered Travel for this Policyholder Coverage includes travel that is directly and without interruption:

1. between the **Covered Person's** home or another meeting place designated by the **Policyholder** and the site of the **Covered Activity**; and
2. by common carrier or **Policyholder** arranged or provided transportation to the site of the **Covered Activity** or by a private passenger automobile driven by an adult with a valid drivers' license.

Travel Coverage for Overnight Supervised and Sponsored Policyholder Activities
Covered Travel for this Policyholder Coverage also includes travel to and from a **Supervised and Sponsored Policyholder Activity** when the **Covered Person's** participation in or attendance at such **Supervised and Sponsored Policyholder Activity** requires **Him** to be away from **His** normal residence for a stay of one or more nights.

Definitions For purposes of this Condition of Coverage:

Supervised and Sponsored Policyholder Activity means a **Covered Activity** that:

1. takes place:
   a. on the **Policyholder's** premises, whether owned or rented; or
   b. at another site at which the **Covered Activity** is scheduled; and
2. is sanctioned, sponsored, organized, supervised, scheduled or otherwise provided by the **Policyholder**; and
3. is shown on the SCHEDULE OF BENEFITS.

Supervised and Sponsored Policyholder Activity does not include participating in any activity, not specifically shown in the SCHEDULE OF BENEFITS.

Exclusions:

A. This Condition of Coverage will not be in effect during:
   1. the **Covered Person's Personal Deviation**; or
   2. travel to any **Covered Activity** that takes place outside the United States, its possessions, or the countries of Canada or Mexico, unless **We** have agreed to provide it in advance.

B. Other Exclusions that apply to this Condition of Coverage are in the COMMON EXCLUSIONS Section.

SCHOOL COVERAGE

We will pay benefits provided by this **Policy**, subject to all applicable terms, conditions, exclusions and limitations, when a **Covered Person** suffers a **Covered Loss** or incurs **Covered Expenses** as a result, directly and independently of all other causes, from a **Covered Accident** that occurs while **He** is participating in or attending one of the following school **Covered Activities**:

1. regularly-scheduled classroom instruction;
2. regularly-scheduled and supervised recess or lunch period;
3. a study period or special instruction period supervised by a member of the school's faculty;
4. a **Supervised and Sponsored School Activity**; or
5. **Covered Travel,** if so stated in the SCHEDULE OF BENEFITS.

Covered Travel

The following coverage is provided if travel is included for Covered Travel activities under COVERED ACTIVITIES in the SCHEDULE OF BENEFITS.

Covered Travel for this School Coverage includes travel that is directly and without interruption between:

1. home and school;
2. home and another meeting place designated by the school;
3. home and another school or site designated by the school, where a **Supervised and Sponsored School Activity** is scheduled; and
4. school or other meeting place designated by the school, and another school or site designated by the school, where a **Supervised and Sponsored School Activity** is scheduled.

Travel Coverage for Overnight Supervised and Sponsored School Activities

Covered Travel for this School Coverage also includes travel to and from a **Supervised and Sponsored School Activity** when the **Covered Person's** participation in or attendance at such **Supervised and Sponsored School Activity** requires **Him** to be away from **His** normal residence for a stay of one or more nights.

Definitions For purposes of this Condition of Coverage:

Supervised and Sponsored School Activity means a **Covered Activity** that:

1. takes place:
   a. on school premises during, before or after normal school hours; or
   b. at another school or site at which the **Covered Activity** is scheduled;
2. is sanctioned, sponsored, organized, supervised, scheduled or otherwise provided, or at which student attendance is required, by the school; and
3. is supervised by a member of the faculty or staff of the school, or by another adult specifically assigned supervisory duties and authority for that **Covered Activity** by the school, or
4. is a regularly-scheduled sports tryout, practice, workout or training session, team meeting, game, exhibition play or competition of any sport, shown as a **Covered Activity** on the SCHEDULE OF BENEFITS, in which a **Covered Person** is participating.

Exclusions:

A. This Condition of Coverage will not be in effect during a **Covered Person's Personal Deviation**.
B. This Condition of Coverage will not be in effect during travel to any **Covered Activity** that takes place outside the United States, its possessions, or the countries of Canada or Mexico, unless **We** have agreed in advance to provide it.
C. Other Exclusions that apply to this Condition of Coverage are in the COMMON EXCLUSIONS Section.

SPORTS COVERAGE

We will pay benefits provided by this **Policy**, subject to all applicable terms, conditions, exclusions and limitations, when the **Covered Person** suffers a **Covered Loss** or incurs **Covered Expenses** as a result, directly and independently of all other causes, from a **Covered Accident** that occurs while **He** is participating in or attending one of the following sports **Covered Activities**:

1. regularly-scheduled practice or training;
2. regularly-scheduled competition or exhibition game;
3. a scheduled tryout, workout session or team meeting;
4. a **Supervised and Sponsored Sports Activity**; or
5. **Covered Travel**, if so stated on the SCHEDULE OF BENEFITS.

Covered Travel

The following coverage is provided if travel is included for Covered Travel activities under COVERED ACTIVITIES in the SCHEDULE OF BENEFITS.

Covered Travel for this Sports Coverage includes travel that is directly and without interruption between:

1. home and the premises of the **Sports Organization**;
2. home and another meeting place designated by the **Sports Organization**;
3. home and another site designated by the **Sports Organization**, where a **Supervised and Sponsored Sports Activity** is scheduled; or
4. the premises of the **Sports Organization** or other meeting place it designates and another site where a **Supervised and Sponsored Sports Activity** is scheduled.

Travel Coverage for Overnight Supervised and Sponsored Sports Activities

Covered Travel for this Sports Coverage also includes travel to and from a **Supervised and Sponsored Sports Activity** when the **Covered Person's** participation in or attendance at such **Supervised and Sponsored Sports Activity** requires **Him** to be away from **His** normal residence for a stay of one or more nights.

Definitions For purposes of this Condition of Coverage:

Sports Organization means a school, college or university, team, league or other organization, as named in the **Policy**, that sanctions, sponsors, organizes, supervises, schedules or otherwise provides sports **Covered Activities**.

Supervised and Sponsored Sports Activity means a **Covered Activity** that:

1. takes place:
   a. on a **Sports Organization's** premises during scheduled hours; or
   b. at another site at which the **Covered Activity** is scheduled; and
2. is sanctioned, sponsored, organized, supervised, scheduled or otherwise provided by the **Sports Organization**; and
3. is supervised by a coach, referee, or by another adult specifically assigned supervisory duties and authority for that **Covered Activity** by the **Sports Organization**.

Supervised and Sponsored Sports Activity does not include participating in any activity, including tryouts, practice or any competitions or games for any sports activity not specifically shown in the SCHEDULE OF BENEFITS.

Exclusions:

A. This Condition of Coverage will not be in effect during travel to any **Covered Activity** that takes place outside the United States, its possessions, or the countries of Canada or Mexico, unless **We** have agreed in advance to provide it.
B. This Condition of Coverage will not be in effect during the **Covered Person's Personal Deviation**.
C. Other Exclusions that apply to this Condition of Coverage are in the COMMON EXCLUSIONS Section.

INDEMNITY BENEFITS

This Section describes the Indemnity Benefits provided by this Policy. Benefit amounts and any applicable time requirements and limitations are shown in the SCHEDULE OF BENEFITS. Please read this and the COMMON EXCLUSIONS Section in order to understand all of the terms, conditions, exclusions and limitations applicable to these benefits.

ACCIDENTAL DEATH AND DISMEMBERMENT BENEFITS

Covered Loss
We will pay the benefit for any one of the **Covered Losses** listed in the SCHEDULE OF BENEFITS, if the **Covered Person** suffers a **Covered Loss** resulting, directly and independently of all other causes, from a **Covered Accident** within the applicable time period specified in the SCHEDULE OF BENEFITS.

If the **Covered Person** sustains more than one **Covered Loss** as a result of the same **Covered Accident**, benefits will be paid for the **Covered Loss** for which the largest available benefit is payable.

If a **Covered Accident** causes the **Covered Person's** death, the total of all benefits **We** will pay for **Loss of Life** and any other **Covered Losses** will not exceed the largest Benefit payable for a **Covered Loss**.

Exclusions: Exclusions that apply to this benefit are in the COMMON EXCLUSIONS Section.

DEFINITIONS

In addition to the terms defined in the GENERAL DEFINITIONS, the following definitions apply for purposes of the Indemnity Benefits provided by this Policy, if applicable:

Brain Death means both total loss of brain function and complete absence of electrical activity of the brain, even though the heart is still beating, resulting directly and independently of all other causes from a **Covered Accident**.

Coma means a profound state of unconsciousness, resulting directly and independently from all other causes from a **Covered Accident**, and from which the **Covered Person** is not likely to be aroused through powerful stimulation. The coma must be diagnosed and treated regularly by a **Physician**. **Coma** does not mean any state of unconsciousness intentionally induced during the course of treatment of a **Covered Injury** unless the state of unconsciousness results from the administration of anesthesia in preparation for surgical treatment of such **Covered Injury**.

Hemiplegia means complete loss of function and sensation of the upper and lower limbs on one side of the body.

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

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

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

Loss of Life means accidental death.

Loss of Sight means the total, permanent loss of all vision in one or both eyes which is 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.

Paralysis or **Paralyzed** means total loss of use of a limb. A **Physician** must determine the loss of use to be complete and irreversible.

Paraplegia means complete loss of function and sensation of both lower limbs or both upper limbs.

Quadriplegia means complete loss of function and sensation of both upper and both lower limbs.

Severance means the complete and permanent separation and dismemberment of the part from the body.

Uniplegia means complete loss of function and sensation of one upper or one lower limb.

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SCOPE OF COVERAGE APPLICABLE TO EXPENSE INCURRED BENEFITS

OTHER HEALTH CARE PLAN BENEFITS
When any **Health Care Plan** provides benefits in the form of services rather than cash payments, **We** 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.

PRIMARY MEDICAL EXPENSE
We will pay **Covered Expenses** without regard to any **Health Care Plan** the **Covered Person** may have, after any applicable **Deductible** has been satisfied.

PRIMARY EXCESS MEDICAL EXPENSE
We will pay **Covered Expenses**, up to the Primary Excess Benefit shown in the SCHEDULE OF BENEFITS after the **Covered Person** satisfies any applicable **Deductible**, without regard to any **Health Care Plan He** may have. **We** then pay **Covered Expenses**:
1. after the **Covered Person** satisfies any applicable **Deductible**; and
2. only when they are in excess of amounts payable by any **Health Care Plan**, whether or not claim has been made for benefits it provides.

We 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 **Health Care Plan** Reduction Percentage shown in the SCHEDULE OF BENEFITS the amount the **Health Care Plan** would have paid had its services or facilities been utilized if:
1. the **Covered Person** has coverage under any **Health Care Plan**;
2. the **Health Care Plan** is an **HMO**, **PPO** or similar arrangement; and
3. the **Covered Person** does not use the facilities or services of the **HMO**, **PPO** or similar arrangement.

Covered Expenses will not be reduced for:
- (a) emergency treatment within 24 hours after a **Covered Accident** which occurred outside the geographic service area of the **HMO**, **PPO** or similar arrangement; or
- (b) services rendered in a non-network facility or by a non-network provider, when such services are required for emergency treatment within 24 hours of a **Covered Accident**.

FULL EXCESS MEDICAL EXPENSE
We will pay **Covered Expenses**:
1. after the **Covered Person** has satisfied any applicable **Deductible**; and
2. only when the **Covered Expenses** are in excess of amounts payable by any **Health Care Plan** whether or not a claim has been made for benefits it provides.

We 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 **Health Care Plan** Reduction Percentage shown in the SCHEDULE OF BENEFITS the amount the **Health Care Plan** would have paid had its services or facilities been utilized if:
1. the **Covered Person** has coverage under any **Health Care Plan**;
2. the **Health Care Plan** is an **HMO**, **PPO** or similar arrangement; and
3. the **Covered Person** does not use the facilities or services of the **HMO**, **PPO** or similar arrangement.

Covered Expenses will not be reduced for:
- (a) emergency treatment within 24 hours after a **Covered Accident** which occurred outside the geographic service area of the **HMO**, **PPO** or similar arrangement; or
- (b) services rendered in a non-network facility or by a non-network provider, when such services are required for emergency treatment within 24 hours of a **Covered Accident**.

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Definitions: For purposes of the Expense Incurred Benefits provided by this **Policy**:

HMO or 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 or service.

PPO or Preferred Provider Organization means an organization offering health care services through designated health care providers who agree to perform those services at rates lower than non-Preferred Providers.

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EXPENSE INCURRED BENEFITS

This Section describes the Expense Incurred Benefits provided by this Policy. Benefit amounts and any applicable time requirements and limitations are shown in the SCHEDULE OF BENEFITS. Please read this and the COMMON EXCLUSIONS Section in order to understand all of the terms, conditions, exclusions and limitations applicable to these benefits.

ACCIDENT MEDICAL EXPENSE BENEFITS

We will pay benefits shown in the SCHEDULE OF BENEFITS for **Covered Expenses Incurred** by a **Covered Person**, subject to all applicable terms, conditions, exclusions and limitations, for treatment of a **Covered Injury**.

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; and
2. if the first expense has been **Incurred** within the number of days specified in the SCHEDULE OF BENEFITS; and
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 all Accident Medical Expense Benefits shown in the SCHEDULE OF BENEFITS.

Covered Expenses

In-patient Hospital Services

Room and Board Expenses – **We** will pay for:

1. confinement in an intensive or coronary care unit, up to the maximum daily benefit shown in the SCHEDULE OF BENEFITS for each day of such confinement; and
2. any other confinement, up to the maximum daily benefit shown in the SCHEDULE OF BENEFITS for each day of the **Hospital Stay**.

Miscellaneous Expenses – **We** will pay the Miscellaneous Services provided by a **Hospital**.

Miscellaneous Services 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**.

Ambulatory Medical Center

We will pay **Covered Expenses Incurred** for medical or surgical treatment provided in a licensed facility that provides ambulatory surgical or medical treatment and is not a **Hospital** or **Physician's** office.

Ambulatory Miscellaneous Services - **We** will pay for the Miscellaneous Services provided by an ambulatory surgical center for outpatient surgery.

Miscellaneous Services include, but are not limited to, X-ray, laboratory, physiotherapy, **Nurse** services, orthopedic appliances, and pre-admission tests.

Emergency Room Treatment

We will pay **Covered Expenses Incurred** for outpatient emergency room treatment performed in a **Hospital**, up to the maximum benefit shown in the SCHEDULE OF BENEFITS. When emergency room treatment is immediately followed by admission to a **Hospital**, such treatment will be a **Hospital Covered Expense**.

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Physician Services – We will pay **Covered Expenses** for the services listed below.

Surgery

1. **Covered Expenses** charged for performing a primary surgical procedure through one incision. For the second procedure through the same incision, during the same surgical session, **We** will pay up to an additional 50% of the benefit payable for the primary surgical procedure. For the third procedure and each procedure thereafter through the same incision, during the same surgical session, **We** will pay up to an additional 25% of the benefit payable for the primary surgical procedure; and
2. **Covered Expenses** charged by an assistant surgeon assisting a **Physician** performing a surgical procedure; and
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 a **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 (P.A.) 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 for:

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

Outpatient X-ray, CT Scan, MRI and Laboratory tests

We will pay **Covered Expenses Incurred** for outpatient X-rays except dental X-rays, CT Scans, MRIs and Laboratory tests.

Outpatient Physiotherapy

We will pay **Covered Expenses Incurred** for outpatient physiotherapy, which includes (a) acupuncture, (b) microthermy, (c) chiropractic adjustment, (d) manipulation, (e) diathermy, (f) massage therapy, (g) heat treatment, and (h) ultrasound treatment.

Outpatient Nursing Services

We will pay **Covered Expenses Incurred** for services other than routine **Hospital** care, rendered by a **Nurse**.

Ambulance Services

We will pay **Covered Expenses Incurred** for ground or air ambulance service to transport a **Covered Person** from the place where a **Covered Accident** occurred to the nearest medically appropriate facility. **We** 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 **Covered Person** was transported is necessary to treat **His** injury.

Durable Medical Equipment, Services or Supplies

We will pay **Covered Expenses Incurred** for rental or, if less, for purchase of a wheelchair, orthopedic appliances, or other medical equipment that has permanent or temporary therapeutic value for the **Covered Person**. Permanent or therapeutic value is determined solely by **Us**. Durable Medical Equipment: (a) must be prescribed by a **Physician**; (b) can withstand long-term and repeated use without replacement; (c) is not useful in the absence of the **Covered Injury**; and (d) can be used without medical supervision. Examples of items that are not covered include but are not limited to: computers, motor vehicles and modifications thereof, and ramps and installation costs.

Medical Services and Supplies

We will pay **Covered Expenses Incurred** for:

1. blood and blood transfusions, including processing and administration; and
2. cost and administration of oxygen and other gasses.

We will not pay for storage of blood for any reason.

Artificial Limbs, Eyes and Larynx

We will pay **Covered Expenses Incurred** for initial artificial limbs, eyes and larynx, including fitting.

Eyeglasses, Contact Lenses, or Hearing Aids

We will pay **Covered Expenses Incurred** for repair or replacement of damaged eyeglasses, contact lenses or hearing aids, including examination and fitting.

Dental Services

We 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;
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, initial braces required for treatment of an injury and treatment of gingivitis resulting from trauma.

Covered Expenses must be **Incurred** within the Benefit Period shown in the SCHEDULE OF BENEFITS. If there is more than one way to treat a dental problem, **We** will pay based on the least expensive procedure if that procedure meets commonly accepted standards of the American Dental Association.

Prescription Drugs

We will pay **Covered Expenses Incurred** for drugs that

1. can only be obtained through a **Physician's** written prescription; and
2. are approved for such prescription use by the Food and Drug Administration (FDA).

We will also pay **Covered Expenses Incurred** for drugs that meet (1.) 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 substitution of a generic drug is prohibited by law, no generic drug is available, or the **Covered Person's Physician** specifically requests that a non-generic drug be dispensed.

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Excluded Expenses:

None of the following will be considered **Covered Expenses** unless coverage is specifically provided for in the SCHEDULE OF BENEFITS:

1. Blood, blood plasma or blood storage except expenses by a **Hospital** for processing or administration of blood.
2. Cosmetic surgery or care, or treatment solely for cosmetic purposes, or complications therefrom. This exclusion does not apply to:
   a. cosmetic surgery resulting from an accident, if initial treatment of the **Covered Person** commences within 12 months of the date of the **Covered Accident**; or
   b. reconstruction incidental to or following surgery resulting from a **Covered Accident**.
3. Any elective or routine treatment, surgery, health treatment or examinations.
4. Examination or prescriptions for, or purchase of initial eyeglasses, contact lenses, hearing aids.
5. Treatment in any Veterans' 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 services.
8. Repair or replacement of existing dentures, partial dentures, braces or bridgework.
9. Personal services such as television, telephone, or transportation.
10. Expenses payable by any automobile insurance policy without regard to fault.
11. Services or treatment provided by an infirmary operated by the **Policyholder**, unless such infirmary is open to the public.
12. Overuse symptoms including, but not limited to, repetitive motion injury, and treatment of injuries that result over a period of time (such as blisters, tennis elbow, etc).
13. Expenses due to an aggravation or re-injury of a previous injury.
14. Treatment or service provided by a private duty **Nurse**.
15. Repair or replacement of existing artificial limbs, eyes and larynx.
16. Treatment of hernia of any kind.
17. Treatment of injury resulting from a condition that a **Covered Person** knew existed on the date of a **Covered Accident**, unless **We** received a written medical release from **His Physician** prior to such **Covered Accident**.
18. Treatment of mental and nervous disorders, or counseling services.
19. Stroke or cerebrovascular accident or event; cardiovascular accident or event; myocardial infarction or heart attack; coronary thrombosis; aneurysm.
20. Home health care services.

Other exclusions that apply to these Accident Medical Expense Benefits are in the COMMON EXCLUSIONS Section.

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LIMITATIONS

NON-DUPLICATION OF BENEFITS WHEN THIS POLICY AND OTHER PLAN ARE PRIMARY

This provision applies if:

1. any **Health Care Plan** covers the **Covered Person**;
2. total benefits under all plans would exceed the expenses actually **Incurred**; and
3. **We** are not defined as primary under any **Health Care Plan's** Coordination of Benefits provision.

When the total of benefits payable by all **Health Care Plans**, whether or not claim is made for those benefits, exceeds **Covered Expenses Incurred**, any Expense Incurred Benefits **We** pay will be reduced by such excess.

NON-DUPLICATION OF BENEFITS WHEN THIS POLICY AND OTHER PLANS ARE EXCESS

This provision applies if benefits under any **Health Care Plan** are **Covered Expenses** under this **Policy** and coverage under this **Policy** and such other plan are excess.

We pay a *pro rata* share of the total amount of **Covered Expenses.** In no case will the total benefits payable exceed 100% of the **Covered Expenses**.

Our *pro rata* share equals the total of benefits payable under this **Policy** multiplied by a fraction, of which the numerator is the benefits **We** pay, and the denominator is the total of benefits payable by all **Health Care Plans** for the same **Covered Accident**.

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EXPANDED COVERAGE FOR SPORTS CONDITIONS BENEFIT RIDER

This Rider is attached to and made part of this Policy or Certificate. It is subject to all the terms and conditions of the Policy or Certificate except as they are specifically amended by this Rider.

Policy Number:	Refer to Page 1 of Policy
Rider Effective Date:	July 1, 2024

The following is added to the **EXPENSE INCURRED BENEFITS** section of the **SCHEDULE OF BENEFITS** under **Accident Medical Expense Benefits**:

Expanded Coverage for Sports Conditions Benefit

Maximum Benefit	100% of **U&C**
Covered Sports Conditions	bursitis, sprains, hernia, muscle tears, tendonitis and repetitive motion injuries

The following is added to the **EXPENSE INCURRED BENEFITS** section under **ACCIDENT MEDICAL EXPENSE BENEFITS**:

Expanded Coverage for Sports Conditions Benefit

We will pay the Expanded Coverage for Sports Conditions Benefit shown in the SCHEDULE OF BENEFITS, as amended above, for **Covered Expenses** up to the maximum amounts shown on the SCHEDULE OF BENEFITS, from treatment of pre-existing Covered Sports Conditions if they are aggravated by the **Covered Person's** participation in a **Covered Activity**, but only if **His Physician** has released **Him** to participate in the **Covered Activity** during which the re-aggravation occurred.

This Benefit will not be payable until any applicable **Deductibles** have been satisfied.

Exclusions that apply to this Benefit are in the **COMMON EXCLUSIONS** section and in **Excluded Expenses** under **ACCIDENT MEDICAL EXPENSE BENEFITS** in the **EXPENSE INCURRED BENEFITS** section.

All other benefits and provisions of the Policy or Certificate remain the same.

QBE Insurance Corporation

Julie Wood, President

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REHABILITATION RIDER

This Rider is attached to and made part of this Policy or Certificate. It is subject to all the terms and conditions of the Policy or Certificate except as they are specifically amended by this Rider.

Policy Number: Refer to Page 1 of Policy
Rider Effective Date: July 1, 2024

The following are added to the **EXPENSE INCURRED BENEFITS** section of the **SCHEDULE OF BENEFITS** under **Accident Medical Expense Benefits** as additional **Covered Expenses**:

Covered Expense	Maximum Amount
Rehabilitation Facility	100%, up to $100,000
Extended Care Facility	100%

The following are added to the **EXPENSE INCURRED BENEFITS** section of the **SCHEDULE OF BENEFITS** under **Accident Medical Expense Benefits**:

Duration of Hospital Stay Required Prior to Treatment in Rehabilitation Facility:	3 or more consecutive days
Treatment in Rehabilitation Facility Must Begin Within:	7 consecutive days after discharge
During Treatment in Rehabilitation Facility, Physician Visit Must Occur:	at least once every 30 days
Duration of Hospital Stay Required Prior to Treatment in Extended Care Facility:	3 or more consecutive days
Treatment in Extended Care Facility Must Begin Within:	7 consecutive days after discharge
During Treatment in Extended Care Facility, Physician Visit Must Occur:	at least once every 30 days

The following is added to the **EXPENSE INCURRED BENEFITS** section under **ACCIDENT MEDICAL EXPENSE BENEFITS** as an additional **Covered Expense**:

Rehabilitation and Extended Care Facility

We will pay **Covered Expenses Incurred**, up to the Maximum Amount shown in the SCHEDULE OF BENEFITS, as amended above, for physical and occupational rehabilitation treatment provided to a **Covered Person** for a **Covered Injury**. Treatment must be rendered by a **Physician** or provided at a **Physician's** direction at a **Rehabilitation Facility**.

We will also pay benefits shown in the SCHEDULE OF BENEFITS, as amended above, for expenses from treatment provided in an **Extended Care Facility** to a **Covered Person** for a **Covered Injury** sustained in a **Covered Accident**.

Covered Expenses for treatment at a **Rehabilitation** or **Extended Care Facility** must:

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1. be **Incurred** following a minimum stay in a **Hospital** of the duration specified in the SCHEDULE OF BENEFITS, as amended above;
2. begin within the time period specified in the SCHEDULE OF BENEFITS, as amended above, after discharge from such **Hospital** stay*;* and
3. include treatment for which a **Physician** visits the **Covered Person** at least once within the time period specified in the SCHEDULE OF BENEFITS, as amended above.

Expenses for treatment in an **Extended Care Facility** do not include those for routine custodial care.

For purposes of this Rehabilitation and Extended Care Facility **Covered Expense,** the following definition(s) apply:

Extended Care Facility means an institution, operating pursuant to applicable law and engaged in providing, for a fee, in-patient skilled nursing care and related services and physical therapy services under the supervision of a **Physician** and **Nurses**. An Extended Care Facility must maintain medical records on all of its patients.

Rehabilitation Facility means a legally operating institution or part of an institution which has a transfer agreement with one or more **Hospitals** and which:

1. is primarily engaged in providing comprehensive multi-disciplinary physical rehabilitative services or rehabilitation inpatient care;
2. is duly licensed by the appropriate government agency to provide such services; and
3. is required to be accredited by the Joint Commission on Accreditation of Health Care Organizations or the Commission on Accreditation of Rehabilitation Facilities.

A **Rehabilitation Facility** does not include institutions which provide only minimal care, custodial care, care for the terminally ill, part-time care, or services or facilities for drug abuse or alcoholism.

Exclusions that apply to the coverage provided by this Rider are in the **COMMON EXCLUSIONS** section.

All other benefits and provisions of the Policy or Certificate remain the same.

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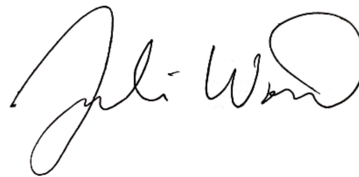

Julie Wood, President

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HOME HEALTH CARE RIDER

This Rider is attached to and made part of this Policy or Certificate. It is subject to all the terms and conditions of the Policy or Certificate except as they are specifically modified by this Rider.

Policy Number:	Refer to Page 1 of Policy
Rider Effective Date:	July 1, 2024

The following is added to the **EXPENSE INCURRED BENEFITS** section of the **SCHEDULE OF BENEFITS** under **Accident Medical Expense Benefits** as an additional **Covered Expense**:

Covered Expense	Maximum Amount
Home Health Care	100% of **U&C** up to $100,000 per year commencing from the date of the **Covered Accident**

The following is added to the **EXPENSE INCURRED BENEFITS** section of the **SCHEDULE OF BENEFITS** under **Accident Medical Expense Benefits**:

Duration of Stay Required Prior To Home Health Care:	3 or more consecutive days
Home Health Care Must Begin Within:	7 consecutive days after discharge

The following is added to the **EXPENSE INCURRED BENEFITS** section under **ACCIDENT MEDICAL EXPENSE BENEFITS** as an additional **Covered Expense**:

Home Health Care

We will pay **Covered Expenses Incurred**, up to the Maximum Amount shown in the SCHEDULE OF BENEFITS, as amended above, for care and treatment rendered to a **Covered Person** by a Home Health Care Agency for:

1. part-time nursing care provided or supervised by a registered graduate nurse;
2. part-time Home Health Aide service which consists of caring for the patient;
3. physical, speech and occupational therapies when indicated in conjunction with the **Covered Person's** discharge placement through a rehabilitation facility approved by his **Physician** and by **Us**;
4. nutritional counseling; and
5. medical social services by a qualified social worker licensed by the jurisdiction in which services are rendered.

Covered Expenses for care and treatment by a Home Health Care Agency must be **Incurred** following a minimum stay in a **Hospital** of the duration specified in the SCHEDULE OF BENEFITS, as amended above, and must begin within the time period specified in the SCHEDULE OF BENEFITS, as amended above, after discharge from such **Hospital**.

Exclusions that apply to the coverage provided by this Rider are in the **COMMON EXCLUSIONS** section and in **Excluded Expenses** under **ACCIDENT MEDICAL EXPENSE BENEFITS** in the **EXPENSE INCURRED BENEFITS** section.

All other benefits and provisions of the Policy or Certificate remain the same.

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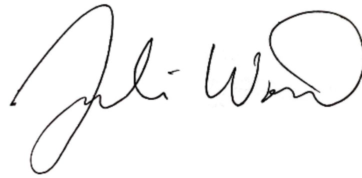

Julie Wood, President

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NORTH CAROLINA ENDORSEMENT

This endorsement modifies insurance provided under the following:

BLANKET ACCIDENT POLICY

It is agreed that the Policy or Certificate, as applicable, is amended as follows:

1. The Cover Page is amended as follows:

   A. The following language is added:

   Important Cancellation Information – Please read the CANCELLATION provision in the ADMINISTRATIVE PROVISIONS section of the Policy.

   THIS POLICY or CERTIFICATE IS NOT A MEDICARE SUPPLEMENT POLICY or CERTIFICATE. If you are eligible for Medicare, review the Guide to Health Insurance for People with Medicare, which is available from the **Company**.

   This Policy is a legal contract between the Policyholder and the Company.
   READ YOUR POLICY CAREFULLY.

   B. If the Policy includes either the PRIMARY EXCESS MEDICAL EXPENSE provision or the FULL EXCESS MEDICAL EXPENSE provision in the SCOPE OF COVERAGE APPLICABLE TO EXPENSE INCURRED BENEFITS section, then the following language is added:

   EXCESS INSURANCE
   This Policy is not intended to be issued where other medical insurance exists. If other medical insurance does exist at the time of the claim, then the amounts of benefit payable by such other medical insurance will become the deductible amount of this Policy if such benefits exceed the deductible amount shown in the SCHEDULE OF BENEFITS.

2. The GENERAL DEFINITIONS section is amended by replacing the definition of “Hospital” with the following:

   Hospital means an institution that:
   1. is licensed as a hospital pursuant to applicable law;
   2. is primarily and continuously engaged in providing medical care and treatment to sick and injured persons;
   3. is managed under the supervision of a staff of medical doctors;
   4. provides 24-hour nursing services by or under the supervision of a **Nurse**;
   5. has medical, diagnostic and treatment facilities, with major surgical facilities on its premises, or available on a prearranged basis; and
   6. charges for its services.

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The term **Hospital** includes duly licensed State tax-supported institutions, even if such institution does not have an operating room and related equipment for surgery.

The term **Hospital** does not include a clinic, facility or unit:
1. for rehabilitation, convalescent, custodial, educational or nursing care;
2. for the aged, drug addicts or alcoholics; or
3. of a Veteran's Administration Hospital or Federal Government Hospital, unless the **Covered Person Incurs** an expense.

3. The COMMON EXCLUSIONS section is amended as follows:

   A. If they appear in the Policy, Exclusions 12 and 13, consisting of the following language, do not apply to Expense Incurred Benefits:

      12. the **Covered Person's** intoxication as determined according to the laws of the jurisdiction in which the **Covered Accident** occurred;
      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;

   B. If it appears in the Policy, Exclusion 14, relating to Workers' Compensation, is replaced by the following:

      14. Services or supplies for the treatment of an Occupational Injury or Sickness which are paid under the North Carolina Workers' Compensation Act only to the extent such services or supplies are the liability of the employee, employer or workers' compensation insurance carrier according to a final adjudication under the North Carolina Workers' Compensation Act or an order the North Carolina Industrial Commission approving a settlement agreement under the North Carolina Workers' Compensation Act;

4. The CLAIM PROVISIONS section is amended by replacing the PROOF OF LOSS provision with the following:

   PROOF OF LOSS
   Written or authorized electronic proof of loss must be given to **Us** at **Our** office, within 180 days of the loss for which claim is made. If written or authorized electronic notice is not given within that time, no claim will be invalidated or reduced if it is shown that such notice was given as soon as reasonably possible. In any case, written or authorized electronic proof must be given not more than 12 months after the time it is otherwise required, except if proof is not given solely due to the lack of legal capacity.

5. The ADMINISTRATIVE PROVISIONS section is amended as follows:

   A. The CANCELLATION provision is replaced by the following:

   CANCELLATION
   The **Policyholder** may cancel this **Policy**, as of any **Premium Due Date**, by giving 31 days advance written notice. **We** may cancel this **Policy**, as of any **Premium Due Date**, by giving 45 days advance written notice. Any Premium Rate Guarantee shown on the RATE TABLE in the SCHEDULE OF BENEFITS will not affect **Our** or the **Policyholder's** right to cancel this **Policy**.

   If a premium is not paid when due, **We** will cancel this **Policy** at the end of the last period for which premium was paid, subject to the GRACE PERIOD provision below. **Premium Due Dates** are shown in the SCHEDULE OF BENEFITS.

   Cancellation will not affect a claim for a **Covered Loss** or **Covered Injury** that occurred before the cancellation date.

   Upon cancellation of this **Policy**, if the earned premium exceeds the premium paid, **You** will pay the excess to **Us**; if the earned premium is less than the premium paid, **We** will return to **You** the unearned portion of premium paid, subject to any Minimum Premium shown in the RATE TABLE of the SCHEDULE OF

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BENEFITS.

B. The REINSTATEMENT provision is replaced by the following:

REINSTATEMENT
If any renewal premium is not paid within the time granted by the **Company** or by any agent duly authorized by the **Company** to accept such premium, without requiring in connection therewith an application for reinstatement, will reinstate the **Policy**; provided, however, that if the **Company** or such agent requires an application for reinstatement and issues a conditional receipt for the premium tendered, the **Policy** will be reinstated upon approval of such application by the **Company**, or, lacking such approval, upon the forty-fifth day following the date of such conditional receipt unless the **Company** has previously notified the **Policyholder** in writing of its disapproval of such application. The reinstated **Policy** will cover only loss resulting from such accidental injury as may be sustained after the date of reinstatement. In all other respects the **Company** and the **Policyholder** will have the same rights thereunder as they had under the **Policy** immediately before the due date of the defaulted premium, subject to any provisions endorsed hereon or attached hereto in connection with the reinstatement. Any premium accepted in connection with a reinstatement will be applied to a period for which premium has not been previously paid, but not to any period more than 60 days prior to the date of reinstatement.

6. The GENERAL PROVISIONS section is amended by replacing the INCONTESTABILITY provision with the following:

INCONTESTABILITY
1. Incontestability of this **Policy**
   All statements made by the **Policyholder** to obtain this **Policy** are considered representations and not warranties. No statement will be used to deny or reduce benefits or be used as a defense to a claim, or to deny the validity of this **Policy** unless a copy of the instrument containing the statement is, or has been, furnished to the **Policyholder**. After 2 years from the **Policy Effective Date**, no such statement will cause this **Policy** to be contested.
2. Incontestability of a **Covered Person's** insurance
   All statements made by a **Covered Person** are considered representations and not warranties. No statement will be used to deny or reduce benefits or be used as a defense to a claim, unless a copy of the instrument containing the statement is, or has been, furnished to the claimant. In the event of a claimant's death or incapacity, **His** applicable representative shall be given a copy.

   After 2 years from the **Covered Person's** effective date of insurance, or from the effective date of increased benefits, no such statement will cause insurance or the increased benefits to be contested except for lack of eligibility for insurance.

7. ACCIDENT MEDICAL EXPENSE BENEFITS in the EXPENSE INCURRED BENEFITS section is amended by deleting Excluded Expense 10, consisting of the following language:

   10. Expenses payable by any automobile insurance policy without regard to fault.

All other terms and conditions of the Policy remain unchanged.

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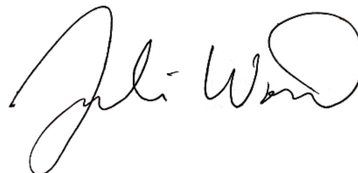

Julie Wood, President

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IMPORTANT NOTICE

UNDER NORTH CAROLINA GENERAL STATUTE SECTION 58-50-40, NO PERSON, EMPLOYER, PRINCIPAL, AGENT, TRUSTEE, OR THIRD PARTY ADMINISTRATOR, WHO IS RESPONSIBLE FOR THE PAYMENT OF GROUP HEALTH OR LIFE INSURANCE OR GROUP HEALTH PLAN PREMIUMS, SHALL:

(1) CAUSE THE CANCELLATION OR NONRENEWAL OF GROUP HEALTH OR LIFE INSURANCE, HOSPITAL, MEDICAL, OR DENTAL SERVICE CORPORATION PLAN, MULTIPLE EMPLOYER WELFARE ARRANGEMENT, OR GROUP HEALTH PLAN COVERAGES AND THE CONSEQUENTIAL LOSS OF THE COVERAGES OF THE PERSONS INSURED, BY WILLFULLY FAILING TO PAY THOSE PREMIUMS IN ACCORDANCE WITH THE TERMS OF THE INSURANCE OR PLAN CONTRACT, AND
(2) WILLFULLY FAIL TO DELIVER, AT LEAST 45 DAYS BEFORE THE TERMINATION OF THOSE COVERAGES, TO ALL PERSONS COVERED BY THE GROUP POLICY A WRITTEN NOTICE OF THE PERSON'S INTENTION TO STOP PAYMENT OF PREMIUMS.

THIS WRITTEN NOTICE MUST ALSO CONTAIN A NOTICE TO ALL PERSONS COVERED BY THE GROUP POLICY OF THEIR RIGHTS TO HEALTH INSURANCE CONVERSION POLICIES UNDER ARTICLE 53 OF CHAPTER 58 OF THE GENERAL STATUTES AND THEIR RIGHTS TO PURCHASE INDIVIDUAL POLICIES UNDER THE FEDERAL HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT AND UNDER ARTICLE 68 OF CHAPTER 58 OF THE GENERAL STATUTES. VIOLATION OF THIS LAW IS A FELONY. ANY PERSON VIOLATING THIS LAW IS ALSO SUBJECT TO A COURT ORDER REQUIRING THE PERSON TO COMPENSATE PERSONS INSURED FOR EXPENSES OR LOSSES INCURRED AS A RESULT OF THE TERMINATION OF THE INSURANCE.

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NOTICE CONCERNING COVERAGE LIMITATIONS AND EXCLUSIONS UNDER THE NORTH CAROLINA LIFE AND HEALTH INSURANCE GUARANTY ASSOCIATION ACT

Residents of this state who purchase life insurance, annuities or health insurance should know that the insurance companies licensed in this state to write these types of insurance are members of the North Carolina Life and Health Insurance Guaranty Association. The purpose of this association is to assure that policyholders will be protected, within limits, in the unlikely event that a member insurer becomes financially unable to meet its obligations. If this should happen, the guaranty association will assess its other member insurance companies for the money to pay the claims of insured persons who live in this state and, in some cases, to keep coverage in force. The valuable extra protection provided by these insurers through the guaranty association is not unlimited, however. And, as noted in the box below, this protection is not a substitute for consumers' care in selecting companies that are well-managed

The North Carolina Life and Health Insurance Guaranty Association may not provide coverage for this policy. If coverage is provided, it may be subject to substantial limitations or exclusions, and require continued residency in North Carolina. You should not rely on coverage by the North Carolina Life and Health Insurance Guaranty Association in selecting an insurance company or in selecting an insurance policy.

Coverage is NOT provided for your policy or any portion of it that is not guaranteed by the insurer or for which you have assumed the risk, such as a variable contract sold by prospectus.

Insurance companies or their agents are required by law to give or send you this notice. However, insurance companies and their agents are prohibited by law from using the existence of the guaranty association to induce you to Purchase any kind of insurance policy.

The North Carolina Life and Health Insurance Guaranty Association
Post Office Box 10218
Raleigh, North Carolina 27605

North Carolina Department of Insurance, Consumer Division
Post Office Box 26387
Raleigh, North Carolina 27611

and financially stable.

The state law that provides for this safety-net coverage is called the North Carolina Life and Health Insurance Guaranty Association Act. On the back of this page is a brief summary of this law's coverages, exclusions and limits. This summary does not cover all provisions of the law; nor does it in any way change anyone's rights or obligations under the act or the rights or obligations of the guaranty association.

COVERAGE

Generally, individuals will be protected by the life and health insurance guaranty association if they live in this state and hold a life or health insurance contract, or an annuity, or if they are insured under a group insurance contract, issued by a member insurer. The beneficiaries, payees or assignees of insured persons are protected as well, even if they live in another state.

EXCLUSIONS FROM COVERAGE

However, persons holding such policies are not protected by this association if:

- they are eligible for protection under the laws of another state (this may occur when the insolvent insurer was incorporated in another state whose guaranty association protects insureds who live outside that state);
- the insurer was not authorized to do business in this state;
- their policy was issued by an HMO, a fraternal benefit society, a mandatory state pooling plan, a mutual assessment company or similar plan in which the policyholder is subject to future assessments, or by an insurance exchange.

The association also does not provide coverage for:

- 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 a variable contract sold by prospectus;
- any policy of reinsurance (unless an assumption certificate was issued);
- interest rate yields that exceed the average rate specified in the law;
- dividends;
- experience or other credits given in connection with the administration of a policy by a group contractholder;
- employers' plans to the extent they are self-funded (that is, not insured by an insurance company, even if an insurance company administers them);
- unallocated annuity contracts (which give rights to group contractholders, not individuals), unless they fund a government lottery or a benefit plan of an employer, association or union, except that unallocated annuities issued to employee benefit plans protected by the Federal Pension Benefit Guaranty Corporation are not covered.

LIMITS ON AMOUNT OF COVERAGE

The act also limits the amount the association is obligated to pay out: The association cannot pay more than what the insurance company would owe under a policy or contract. Also, for any one individual, the association will pay a maximum of $300,000 - no matter how many policies and contracts there were with the same company, even if they provided different types of coverages. For any one holder of an unallocated annuity contract, the association will pay a maximum of $5,000,000.