

NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.
Executive Offices: 1271 Ave of the Americas FL 37, New York, NY 10020-1304
(212) 458-5000
(a capital stock company, herein referred to as the Company)

Policyholder: Oceanside Union Free School District
Policy Number: SRG 0009163688

BLANKET ACCIDENT INSURANCE POLICY

This Policy is a legal contract between the Policyholder and the Company. The Company agrees to insure eligible persons of the Policyholder against loss covered by this Policy subject to its provisions, limitations and exclusions. The persons eligible to be Insureds are all persons described in the Classification of Eligible Persons section of the Master Application. This Policy provides accident insurance to Insureds while they are participating in Covered Activities.

This Policy is issued in consideration of the payment of the required premium when due and the statements set forth in the signed Master Application, which is attached to and made part of this Policy.

This Policy begins on the Policy Effective Date shown in the Master Application and continues in effect until the Policy Termination Date as long as premiums are paid when due, unless otherwise terminated as further provided in this Policy. If this Policy is terminated, insurance ends on the date to which premiums have been paid. After the Policy Termination Date, this Policy may be renewed for additional periods of time by mutual written consent of the Company and the Policyholder at the premium rates set by the Company for the renewal period.

This Policy is governed by the laws of the state in which it is delivered.

The President and Secretary of National Union Fire Insurance Company of Pittsburgh, Pa. witness this Policy:



President



Secretary

PLEASE READ THIS POLICY CAREFULLY.

Non-Participating Policy

The insurance evidenced by this Policy provides limited benefits health insurance only. It does NOT provide basic hospital, basic medical or major medical insurance as defined by the New York State Department of Financial Services.

IMPORTANT NOTICE – THIS POLICY DOES NOT PROVIDE COVERAGE FOR SICKNESS

DEFINITIONS

Any capitalized terms in the Policy, Master Application, and any riders, amendments, or other attached papers are to be given the meanings as ascribed in this section or as later defined.

Benefit Schedule - means the Benefit Schedule section of the Master Application.

Covered Activity (ies) - means those activities set out in the Covered Activities section of the Master Application, with respect to which Insureds are provided accident insurance under this Policy.

Injury - means bodily injury caused by an accident that: (1) occurs while this Policy is in force as to the person whose injury is the basis of claim; (2) occurs while such person is participating in a Covered Activity; and (3) results directly and independently of all other causes in a covered loss.

Insured - means a person: (1) who is a member of an eligible class of persons as described in the Classification of Eligible Persons section of the Master Application; (2) for whom premium has been paid; and (3) while covered under this Policy.

Immediate Family Member - means a person who is related to the Insured in any of the following ways: spouse, brother-in-law, sister-in-law, son-in-law, daughter-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).

Physician - means a licensed practitioner of the healing arts acting within the scope of his or her license who is not: 1) the Insured; 2) an Immediate Family Member; or 3) retained by the Policyholder.

POLICY EFFECTIVE AND TERMINATION DATES

Effective Date. This Policy begins on the Policy Effective Date shown in the Master Application at 12:01 AM Standard Time at the address of the Policyholder where this Policy is delivered.

Termination Date. The Company may terminate this Policy by giving 30 days advance notice in writing to the Policyholder. This Policy may, at any time, be terminated by mutual written consent of the Company and the Policyholder. This Policy terminates automatically on the Policy Termination Date shown in the Master Application. Termination takes effect at 12:01 AM Standard Time at the Policyholder's address on the date of termination.

INSURED'S EFFECTIVE AND TERMINATION DATES

Effective Date. An Insured's coverage under this Policy begins on the latest of: (1) the Policy Effective Date; (2) the date for which the first premium for the Insured's coverage is paid; or (3) the date the person becomes a member of an eligible class of persons as described in the Classification of Eligible Persons section of the Master Application.

A change in an Insured's coverage under this Policy due to a change in his or her eligible class or Covered Activity becomes effective on the later of: (1) when the change in his or her eligible class or Covered Activity occurs; or (2) if the change requires a change in premium, the date the first changed premium is paid. However, a change in coverage applies only with respect to accidents that occur once the change becomes effective.

Termination Date. An Insured's coverage under this Policy ends on the earliest of: (1) the date this Policy is terminated; (2) the end of the period for which premiums have been paid, or (3) the date the Insured ceases to

BENEFITS

Maximum Amount. As applicable to each Benefit provided by this Policy for each Insured, Maximum Amount means the amount shown as the maximum amount for that Benefit for the Insured's eligible class in the Benefit Schedule.

Accidental Death Benefit. If Injury to the Insured results in death within 365 days of the date of the accident that caused the Injury, the Company will pay 100% of the Maximum Amount.

Accidental Dismemberment and Paralysis Benefit. If Injury to the Insured results, within 365 days of the date of the accident that caused the Injury, in any one of the Losses specified below the Company will pay the Percentage of the Maximum Amount shown below for that Loss:

<u>Loss</u>	<u>Percentage of Maximum Amount</u>
Both Hands or Both Feet	100%
Sight of Both Eyes	100%
One Hand and One Foot	100%
One Hand and the Sight of One Eye	100%
One Foot and the Sight of One Eye	100%
Speech and Hearing in Both Ears	100%
One Hand or One Foot	50%
The Sight of One Eye	50%
Speech or Hearing in Both Ears	50%
Hearing in One Ear	25%
Thumb and Index Finger of Same Hand	25%
Quadriplegia	100%
Paraplegia	100%
Hemiplegia	100%
Uniplegia	25%

"Loss" of a hand or foot means complete severance through or above the wrist or ankle joint. "Loss" of sight of an eye means total and irrecoverable loss of the entire sight in that eye. "Loss" of hearing in an ear means total and irrecoverable loss of the entire ability to hear in that ear. "Loss" of speech means total and irrecoverable loss of the entire ability to speak. "Loss" of thumb and index finger means complete severance through or above the metacarpophalangeal joint of both digits.

"Quadriplegia" means the complete and irreversible paralysis of both upper and both lower limbs. "Paraplegia" means the complete and irreversible paralysis of both lower 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.

If more than one Loss is sustained by an Insured as a result of the same accident, only one amount, the largest, will be paid.

Exposure and Disappearance. If by reason of an accident occurring while an Insured's coverage is in force under this Policy, the Insured is unavoidably exposed to the elements and as a result of such exposure suffers a loss for which a benefit is otherwise payable under this Policy, the loss will be covered under the terms of this Policy.

If the body of an Insured 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 has suffered accidental death within the meaning of this Policy.

LIMITATIONS

Limitation on Multiple Benefits. If an Insured suffers one or more losses from the same accident for which amounts are payable under more than one of the following Benefits provided by this Policy, the maximum amount payable under all of the Benefits combined will not exceed the amount payable for one of those losses, the largest: Accidental Death Benefit, Accidental Dismemberment and Paralysis Benefit.

Aggregate Limit. The maximum amount payable under this Policy may be reduced if more than one Insured suffers a loss as a result of the same accident, and if amounts are payable for those losses under one or more of the following Benefits provided by this Policy: Accidental Death Benefit, Accidental Dismemberment and Paralysis Benefit. The maximum amount payable for all such losses for all Insureds under all those Benefits combined will not exceed the amount shown as the Aggregate Limit in the Benefit Schedule. If the combined maximum amount otherwise payable for all Insureds must be reduced to comply with this provision, the reduction will be taken by applying the same percentage of reduction to the individual maximum amount otherwise payable for each Insured for all such losses under all those Benefits combined.

EXCLUSIONS

This Policy does not cover any loss caused in whole or in part by, or resulting in whole or in part from, the following:

1. suicide or any attempt at suicide or intentionally self-inflicted injury or any attempt at intentionally self-inflicted injury.
2. sickness, disease or infections of any kind; except bacterial infections due to an accidental cut or wound, botulism or ptomaine poisoning, unless specifically provided by the Policy.
3. the Insured's participation in a felony.
4. declared or undeclared war, or any act of declared or undeclared war.
5. participation in interscholastic sports, except participation in a Covered Activity.
6. service in the armed forces or units auxiliary thereto of any country or international authority. (Unearned premium for any period for which the Insured is not covered due to his or her active duty status will be refunded.) (Loss caused while on short-term National Guard or reserve duty for regularly scheduled training purposes is not excluded.)
7. travel or flight in or on (including getting in or out of, or on or off of) any vehicle used for aerial navigation, other than as a fare-paying passenger on a scheduled or charter flight operated by a scheduled airline.
8. any condition for which the Insured is provided benefits under any workers' compensation act, employers' liability or occupational disease law.
9. the Insured being under the influence of narcotics, unless taken under the advice of and as specified by a Physician.
10. the Insured being under the influence of intoxicants.

CLAIMS PROVISIONS

Notice of Claim. Written notice of claim must be given to the Company within 20 days after an Insured's loss. Failure to give notice within such time will neither invalidate nor reduce any claim if it is shown that it was not reasonably possible to give such notice and that notice was given as soon thereafter as reasonably possible. Notice given by or on behalf of the claimant to the Company at AIG, Accident and Health Claims Division, P.O. Box 25987, Shawnee Mission, KS 66225, with information sufficient to identify the Insured, is deemed notice to the Company.

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 giving of notice, the claimant will be deemed to have met the proof of loss requirements upon submitting, within the time fixed in this Policy for filing proofs of loss, written proof covering the occurrence, the character and the extent of the loss for which claim is made. The notice should include the Insured's name, the Policyholder's name and the Policy number.

Proof of Loss. Written proof of loss must be furnished to the Company within 120 days after the date of the loss. If the loss is one for which this Policy requires continuing eligibility for periodic benefit payments, subsequent written proofs of eligibility must be furnished at such intervals as the Company may reasonably require. Failure to furnish proof within the time required neither invalidates nor reduces any claim if it was not reasonably possible to give proof within such time, provided such proof is furnished as soon as reasonably possible.

Payment of Claims. Upon receipt of due written proof of death, payment for loss of life of an Insured will be made, in equal shares, to the survivors in the first surviving class of those that follow: the Insured's (1) spouse; (2) children; (3) parents; or (4) brothers and sisters. If no class has a survivor, the beneficiary is the Insured's estate.

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 suffering the loss. If an Insured dies before all payments due have been made, the amount still payable will be paid, in equal shares, to the survivors in the first surviving class of those that follow: the Insured's (1) spouse; (2) children; (3) parents; or (4) brothers and sisters. If no class has a survivor, the beneficiary is the Insured's estate.

If any payee is a minor or is not competent to give a valid release for the payment, the payment will be made to the legal guardian of the payee's property. If the payee has no legal guardian for his or her 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 the Company's liability to the extent of the payment made.

Time of Payment of Claims. Benefits payable under this Policy for any loss other than loss for which this Policy provides any periodic payment will be paid not more than sixty (60) days, after the Company's 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 this 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.

GENERAL PROVISIONS

Entire Contract; Changes. This Policy, the Master Application, and any attached papers make up the entire contract between the Policyholder and the Company. All statements made by the Policyholder or any Insured will be considered representations and not warranties. No written statement made by an Insured will be used in any contest unless a copy of the statement signed by the Insured, is furnished to the Insured or his or her beneficiary or personal representative.

No change in this Policy will be valid until approved by an officer of the Company. The approval must be noted on or attached to this Policy. No agent may change this Policy or waive any of its provisions.

Incontestability. No statement by the Insured, except a fraudulent one, will be used to contest a claim under the Policy. The Company may only contest coverage if the misstatement is made in a written instrument signed by the Insured and a copy is given to the Policyholder or the Insured.

Physical Examination and Autopsy. The Company at its own expense has the right and opportunity to examine the person of any individual whose loss is the basis of claim under this Policy when and as often as it may reasonably require during the pendency of the claim 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 on this Policy prior to the expiration of 60 days after written proof of loss has been furnished in accordance with the requirements of this Policy. No such action may be brought after the expiration of 3 years after the time written proof of loss is required to be furnished.

Noncompliance with Policy Requirements. Any express waiver by the Company of any requirements of this Policy will not constitute a continuing waiver of such requirements. Any failure by the Company to insist upon compliance with any Policy provision will not operate as a waiver or amendment of that provision.

Conformity With State Statutes. Any provision of this Policy which, on its effective date, is in conflict with the statutes of the state in which this Policy is delivered is hereby amended to conform to the minimum requirements of those statutes.

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.

Clerical Error. Clerical error, whether by the Policyholder or the Company, will not void the insurance of any Insured if that insurance would otherwise have been in effect nor extend the insurance of any Insured if that insurance would otherwise have ended or been reduced as provided in this Policy.

Records. The Company has the right to inspect at any reasonable time, any records of the Policyholder that may have a bearing on this insurance.

Assignment. This Policy is non-assignable. An Insured may not assign any of his or her rights, privileges or benefits under this Policy.

New Entrants. This Policy will allow from time to time, that new eligible Insureds of the Policyholder be added to the class(es) of Insureds originally insured under this Policy.

Misstatement of Age. If premiums for the Insured are based on age and the Insured has misstated his or her age, there will be a fair adjustment of premiums based on his or her true age. If the benefits for which the Insured is insured are based on age and the Insured has misstated his or her age, there will be an adjustment of said benefit based on his or her true age. The Company may require satisfactory proof of age before paying any claim.

Description of Coverage. The Company will provide to the Policyholder for delivery to each Insured, a Description of Coverage which sets forth a statement of the essential features of this Policy.

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**MASTER APPLICATION FOR
BLANKET ACCIDENT INSURANCE POLICY**

Application is hereby made for a plan of accident insurance based on the following statements and representations:

1. Identification of Policyholder:

Name of Policyholder: Oceanside Union Free School District
Address of Policyholder: 145 Merle Avenue, Oceanside, NY 11572
Policy Number: SRG 0009163688

2. Classification of Eligible Persons:

Class	Description of Class
1	All registered students of the Policyholder. (Grades K-12)

Number of Eligible: To Be Determined

3. Policy Coverage:

A. **Covered Activities:** (School Time and Sports): While participating in or attending any regularly scheduled and supervised activity of the Policyholder, including interscholastic sports and including interscholastic football; or while participating in or attending an authorized and sponsored activity (including after school session or weekends) of the Policyholder on premises designated by the Policyholder. This includes direct and uninterrupted travel to and from such activities in a vehicle designated by the Policyholder and to or from the student's residence to attend regular Policyholder sessions.

B. Benefit Schedule:

CLASS 1

Accidental Death Benefit	
Maximum Amount:	\$10,000
Accidental Dismemberment Benefit	
Maximum Amount:	\$20,000
Paralysis Benefit Maximum Amount:	\$20,000
Accident Medical Expense Benefit	
Overall Accident Medical Expense Maximum Amount:	\$50,000

Insured's Expense Percentage: 20%

Maximum Amount for Physical Therapy: \$50 per Visit

Maximum Number of Visits: 5

Note: Expenses charged to the maximum for the above services are also subject to the Overall Accident Medical Expense Maximum Amount shown above.

Maximum Amount for Emergency Room/Ambulatory Medical Center: \$150

Note: Expenses charged to the maximum for the above Emergency Room/Ambulatory Medical Center are also subject to the Overall Accident Medical Expense Maximum Amount shown above.

Maximum Amount for Ambulance: \$250

Note: Expenses charged to the maximum for the above ambulance are also subject to the Overall Accident Medical Expense Maximum Amount shown above.

Emergency Evacuation Benefit

Maximum Amount: \$25,000

Repatriation of Remains Benefit

Maximum Amount: \$25,000

The Maximum Amounts are used to determine amounts payable under each Benefit. Actual amounts payable will not exceed the maximums and may be less than the maximums under circumstances specified in the Policy.

Aggregate Limit: \$500,000

C. Policy Riders and/or Endorsements:

The following Riders and/or Endorsements are attached to and made part of the Policy as of the Policy Effective Date. Each Rider and/or Endorsement is subject to all provisions, limitations and exclusions of the Policy that are not specifically modified by the Rider and/or Endorsement

CLASS 1

FORM NO.	DESCRIPTION
S30549DBG-NY (Rev. 07/22)	Accident Medical Expense Benefit Rider
C11702DBG (Rev. 03/17)-NY	Emergency Evacuation Benefit Rider
C11704DBG-NY (Rev. 01/24)	Excess Benefits Rider
S30433DBG-NY	Payment of Claims Amendatory Endorsement
C11714DBG (Rev. 04/17)-NY	Repatriation of Remains Benefit Rider
C11716DBG-NY (Rev. 01/24)	Subrogation and Right of Recovery Endorsement
S30399DBG-NY (Rev. 02/23)	Injury Definition and Exclusions Amendatory Endorsement
S30835DBG-NY	Disclosure Endorsement
S30844DBG-NY	New York – Claim Review and Appeal Rights Endorsement
89644 6-13	Economic Sanctions Endorsement