



**STUDENT OR ATHLETE
ACCIDENT CLAIM FORM**
Excess Coverage
K-12 ACCOUNTS

CLAIMS DEPARTMENT

1712 Magnavox Way, P.O. Box 2338 | Fort Wayne, IN 46801-2338
Ph: 800-237-2917 Fax: 312-381-9077 California License #0334819
email:kk.PAClaims@kandkinsurance.com
www.kandkinsurance.com

INSTRUCTIONS FOR FILING

NOTE: Claim Form must be fully completed and signed. File your claim promptly. Failure to do so could result in a denial of coverage.

Basic Procedures for Submitting Statement of Claim

1. A school official will complete their portion and then give the claim form to the student's or athlete's parent(s)/guardian(s) for completion.
2. The student's or athlete's parent(s)/guardian(s) will complete the appropriate portion of the form. Attach any related medical bills and primary insurance explanation of benefits and forward to K&K Insurance Group, Inc.

To the Student or Athlete/Parent/Guardian

If you are attaching related medical bills, these bills must show the patient's name, condition (diagnosis), type of treatment given, date the expense was incurred and the charges made. For hospital charges, this would be a UB04 and for the physician/ancillary charges, this would be a CMS1500. The medical providers may also bill K&K Insurance Group, Inc. direct at the address above.

SECTION I – TO BE COMPLETED BY CLAIMANT'S PARENT(S)/GUARDIAN(S)

1. Student's Name Last: _____ First: _____ MI: _____
2. Date of Birth: _____ SS# _____ Sex: Male Female
3. Student's grade in school: _____ Email address: _____
4. Home Address Street: _____
City: _____ State: _____ Zip: _____
Parent(s)/Guardian(s) Home Phone: _____
5. Date of Accident: _____ Time of Accident: _____ AM PM
Nature of Injury: _____ Describe exactly how accident happened: _____
6. Nature of activity and location during which the injury occurred (check all boxes which apply):

<input type="radio"/> Pre-Kindergarten	<input type="radio"/> Elementary School	<input type="radio"/> Middle School
<input type="radio"/> High School	<input type="radio"/> Cafeteria	<input type="radio"/> Classroom Activities
<input type="radio"/> Interscholastic Sports	<input type="radio"/> Intramural Sports, <i>name of sport, if applicable:</i> _____	<input type="radio"/> Other Activity (specify) _____
<input type="radio"/> Club Sports	<input type="radio"/> Physical Education Class	<input type="radio"/> During Travel To or From the Event
<input type="radio"/> During Practice	<input type="radio"/> During Play	

Nature of Your Participation:

<input type="radio"/> Student	<input type="radio"/> Volunteer	<input type="radio"/> Student/Manager
<input type="radio"/> Athletic Participant	<input type="radio"/> Cheerleader	<input type="radio"/> Band Member
<input type="radio"/> Other (specify) _____		
7. Transfer Student? Yes No
If yes, please identify the former school name: _____
8. Name, address and phone number of physician who first treated you: _____

9. Have you had a similar injury in the past? Yes No

If yes, describe and give dates: _____

10. Name, address and phone number of physician who treated you for previous injury: _____

11. Are you covered by any other medical expense benefits plan? Yes No

If yes, give the names of the plan(s) and the person(s) through whom you are insured and their relationship to you:

IF YOU HAVE NO OTHER INSURANCE ON YOUR CHILD, BUT YOU AND/OR YOUR SPOUSE ARE EMPLOYED FULL TIME, PLEASE PROVIDE A STATEMENT FROM THE EMPLOYER(S) INDICATING YOUR CHILD IS NOT COVERED BY ANY INSURANCE OFFERED THERE

ALL BENEFITS WILL BE MADE PAYABLE TO PROVIDERS OF SERVICE INVOLVED, UNLESS ACCOMPANIED BY PAID RECEIPTS.

THIS IS EXCESS MEDICAL COVERAGE

I hereby authorize any physician, hospital, or other medically related facility, insurance company, or other organization, institution or person that has any records of knowledge of me, and/or the above named claimant, to disclose, whenever requested to do so by K&K Insurance/Specialty Benefits or its representative, any and all such information. A photocopy of this authorization shall be considered as effective and valid as the original.

Any person who knowingly and with intent to defraud any insurance company or other person files claim forms for insurance containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.

Date _____ Parent/Guardian Signature _____

SECTION II

(TO BE COMPLETED BY PARTICIPATING SCHOOL)

FAILURE TO COMPLETE THIS FORM IN FULL MAY RESULT IN AN UNNECESSARY DELAY IN THE PROCESSING OF THIS CLAIM.

1. Student's Name Last: _____ First: _____ MI: _____

2. Date of Accident _____

3. Activity _____

4. Nature of Injury _____

5. Name of Participating SCHOOL SYSTEM or SCHOOL DISTRICT _____

6. Name of participating SCHOOL _____

7. I hereby certify the foregoing statements made by me on this form to be true to the best of my knowledge. I am aware that if any of the foregoing statements on this form made by me are willfully false, I may be subject to penalties, which may include criminal prosecution.

SIGNATURE OF SCHOOL OFFICIAL: _____

PRINTED NAME/TITLE: _____

PHONE: _____ FAX: _____

EMAIL: _____ DATE: _____

Any person who knowingly and with intent to defraud any insurance company or other person files forms for insurance containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.

Date _____ Policyholder (School Official) Signature _____

IMPORTANT NOTICE

• **In General, and specifically for residents of Arkansas, Illinois, Louisiana, Rhode Island and West Virginia:** Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

• **For Residents of Alabama:** Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to restitution fines and confinement in prison, or any combination thereof.

• **For residents of Colorado:** It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any Insurance company or agent of an Insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from Insurance proceeds shall be reported to the Colorado division of insurance within the department of regulatory agencies.

• **For residents of the District of Columbia:** **WARNING:** It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.

• **For residents of Florida:** Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

• **For residents of Kentucky:** Any person who knowingly and with intent to defraud any Insurance company or other person files an application for insurance containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.

• **For residents of Maine, Tennessee and Washington:** It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.

• **For residents of Oregon:** Any person who knowingly and willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly or willfully presents false information in an application for insurance may be guilty of a crime and may be subject to fines and confinement in prison.

• **For residents of Maryland:** Any person who knowingly or willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly or willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

• **For residents of New Jersey:** Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

• **For residents of New Mexico:** ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR KNOWINGLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO CIVIL FINES AND CRIMINAL PENALTIES.

• **For residents of New York:** Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent Insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.

• **For residents of Ohio:** Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of Insurance fraud.

• **For residents of Oklahoma:** **WARNING:** Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

• **For residents of Pennsylvania:** Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

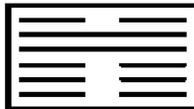
• **For residents of Texas:** Any person who knowingly presents a false or fraudulent claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.

• **For residents of Virginia:** Any person who with the intent to defraud or knowing that he is facilitating a fraud against an insurer submits an application or files a false or deceptive statement may have violated state law.

[AXIS_FRAUD 0220]

Dear Participant: If you have an appointment with a doctor as a result of a sport related injury, please show this document to the doctor's insurance secretary. You should be identified as a member of the following preferred provider networks and/or their affiliates.

Dear Doctor or Provider: This document indicates that this patient is a participant in the following preferred provider networks and/or their affiliates.



HYGIEA

INSTRUCTIONS FOR COMPLETING THE ACCIDENT INSURANCE FORM TO THE INJURED PERSON/PARENT/GUARDIAN

To the injured person/parent/guardian:

Complete part II of this claim form. Attach current itemized physician, hospital, or other provider's bills for accident medical expenses as well as the primary carrier's explanation of benefit showing their payment and denial. These bills must show the patient's name, condition (diagnosis), type of treatment given, date the expense was incurred, and the charges made. Return this form to K&K Insurance Group, Inc. Please note: Claim forms will be returned if not fully completed and signed. Omission of vital information will cause a delay in claim processing.



OTHER INSURANCE QUESTIONNAIRE

NAME OF CLAIMANT: _____ INTERNATIONAL STUDENT Yes No
 EMANCIPATED STUDENT: Yes No OVER AGE 26 AND NO LONGER DEPENDENT ON PARENT: Yes No
 NAME OF INSURED: _____ POLICY NO: _____

FATHER	MOTHER
IS FATHER DECEASED? <input type="checkbox"/> Yes <input type="checkbox"/> No	IS MOTHER DECEASED? <input type="checkbox"/> Yes <input type="checkbox"/> No
IS FATHER LEGALLY RESPONSIBLE? <input type="checkbox"/> Yes <input type="checkbox"/> No	IS MOTHER LEGALLY RESPONSIBLE? <input type="checkbox"/> Yes <input type="checkbox"/> No
FATHER'S NAME (if injured is a minor) _____	MOTHER'S NAME (if injured is a minor) _____
DATE OF BIRTH: _____	DATE OF BIRTH: _____
EMPLOYED? <input type="checkbox"/> Yes <input type="checkbox"/> No SELF-EMPLOYED? <input type="checkbox"/> Yes <input type="checkbox"/> No	EMPLOYED? <input type="checkbox"/> Yes <input type="checkbox"/> No SELF-EMPLOYED? <input type="checkbox"/> Yes <input type="checkbox"/> No
DISABLED ON MEDICAID OR OTHER PUBLIC ASSISTANCE? <input type="checkbox"/> Yes <input type="checkbox"/> No	DISABLED ON MEDICAID OR OTHER PUBLIC ASSISTANCE? <input type="checkbox"/> Yes <input type="checkbox"/> No
EMPLOYER NAME: _____	EMPLOYER NAME: _____
EMPLOYER ADDRESS: _____	EMPLOYER ADDRESS: _____
CITY: _____ STATE: _____ ZIP: _____	CITY: _____ STATE: _____ ZIP: _____
PHONE: () _____	PHONE: () _____
CONTACT PERSON: _____	CONTACT PERSON: _____
Do you have group medical insurance coverage through your employment? <input type="checkbox"/> Yes <input type="checkbox"/> No	Do you have group medical insurance coverage through your employment? <input type="checkbox"/> Yes <input type="checkbox"/> No
If Yes, is it: <input type="checkbox"/> Individual <input type="checkbox"/> Family	If Yes, is it: <input type="checkbox"/> Individual <input type="checkbox"/> Family
If no, please be advised K&K may contact your employer to verify no primary insurance is in force.	If no, please be advised K&K may contact your employer to verify no primary insurance is in force.
INSURANCE COMPANY: _____	INSURANCE COMPANY: _____
INSURANCE COMPANY ADDRESS: _____	INSURANCE COMPANY ADDRESS: _____
CITY: _____ STATE: _____ ZIP: _____	CITY: _____ STATE: _____ ZIP: _____
POLICY NUMBER: _____	POLICY NUMBER: _____
TYPE OF PLAN: <input type="checkbox"/> HEALTH MAINTENANCE ORGANIZATION (HMO) <input type="checkbox"/> PREFERRED PROVIDER ORGANIZATION (PPO) <input type="checkbox"/> STANDARD MEDICAL AND HOSPITALIZATION COVERAGE <input type="checkbox"/> OTHER (describe) _____	TYPE OF PLAN: <input type="checkbox"/> HEALTH MAINTENANCE ORGANIZATION (HMO) <input type="checkbox"/> PREFERRED PROVIDER ORGANIZATION (PPO) <input type="checkbox"/> STANDARD MEDICAL AND HOSPITALIZATION COVERAGES <input type="checkbox"/> OTHER (describe) _____

I/WE AGREE THAT ALL INFORMATION PROVIDED IN THIS DOCUMENT IS ACCURATE AND COMPLETE TO THE BEST OF MY/OUR KNOWLEDGE. I/WE UNDERSTAND THAT ANY INCORRECT OR UNDISCLOSED INFORMATION CAN RESULT IN DUPLICATE PAYMENTS CREATING A SUBSTANTIAL OVERPAYMENT. THE RESPONSIBILITY OF SUCH OVERPAYMENT WILL BE THE OBLIGATION OF THE UNDERSIGNED TO REIMBURSE IN FULL, UPON REQUEST, ALL AMOUNTS DEEMED REFUNDABLE. I UNDERSTAND THAT IT IS A CRIME TO INTENTIONALLY ATTEMPT TO DEFRAUD OR KNOWINGLY FACILITATE A FRAUD AGAINST AN INSURER BY FILING INFORMATION CONTAINING FALSE OR DECEPTIVE STATEMENTS. ANY QUESTIONS ON THIS FORM NOT ANSWERED TRUTHFULLY CAN RESULT IN A CRIME.

PARENT/GUARDIAN/FATHER SIGNATURE: _____ PARENT/GUARDIAN/MOTHER SIGNATURE: _____
 DATE: _____ DATE: _____

I WAIVE ANY PROVISION OF LAW TO THE CONTRARY AND HEREBY AUTHORIZED K&K OR ITS REPRESENTATIVES TO FURNISH TO ANY HOSPITAL, PHYSICIAN OR OTHER PERSON WHO HAS ATTENDED ME, AND MY INSURANCE CARRIER, ANY AND ALL INFORMATION WITH RESPECT TO THE ACCIDENTAL, INJURY FOR WHICH I AM CLAIMING INSURANCE BENEFITS.

I WAIVE ANY PROVISION OF LAW TO THE CONTRARY AND HEREBY AUTHORIZED ANY HOSPITAL, PHYSICIAN OR OTHER PERSON WHO HAS ATTENDED ME, AND MY INSURANCE CARRIER OR EMPLOYER, TO FURNISH TO K&K OR ITS REPRESENTATIVES ANY AND ALL INFORMATION WITH RESPECT TO ANY SICKNESS OR INJURY, MEDICAL HISTORY, CONSULTATION, PRESCRIPTIONS, OR TREATMENT, AND COPIES OF ALL HOSPITAL, MEDICAL, OR INSURANCE RECORDS INCLUDING, BUT NOT LIMITED TO, INFORMATION REGARDING OTHER INSURANCE COVERAGES. I AGREE THAT A PHOTOCOPY OF THIS AUTHORIZATION SHALL BE CONSIDERED AS EFFECTIVE AS THE ORIGINAL.

I UNDERSTAND THIS AUTHORIZATION IS NECESSARY TO FACILITATE THE OBTAINING AND PROVIDING OF INFORMATION NEEDED TO QUICKLY PROCESS MY CLAIM.

SIGNED: _____ DATE: _____

Please Note: If injured person is a minor, signature must be of parent or legal guardian.

Underwritten by:
AXIS Insurance Company

Serviced by:
 K&K Insurance Group, Inc.

MANDATORY & VOLUNTARY BLANKET MASTER INSURANCE APPLICATION

Coverage not available in the following states: AR, MD, NH, NY, WA

Application is hereby made for a plan of BLANKET ACCIDENT INSURANCE based on the following statements and representations:

Policyholder: Name of School/District: COLLIERVILLE SCHOOLS
 Requested Effective Date: 07/01/21 Requested Termination Date (one year from the Requested Effective Date): 08/31/22
 Street Address: 146 COLLEGE ST.
 City: COLLIERVILLE State: TN Zip: 38017
 Mailing Address (If different): _____
 Contact Name: _____ Title: _____
 Phone: _____ Fax: _____
 Email: _____

Mandatory Accident Coverage (Coverage selected by school/district)

Product Option	Grades	Total # of Insured	Rate	Premium
At-School Including Athletics & Activities				
At-School Excluding Athletics & Activities				
Athletics & Activities				
Field Trip				
School Band				
JROTC				
Other (Please Specify)				
Other (Please Specify)				
Other (Please Specify)				
Total Mandatory Premium Due: _____				

Voluntary Accident Coverage

Estimated annual school enrollment (total number of students): _____
 Grades (mark one): PK-12 Elementary School Middle School High School
 Effective Date: 07/01/21

The terms and conditions of the requested plan of insurance may vary in certain states as required by the laws of those states. The terms of the policy when issued will govern. It is agreed the insurance applied for will not become effective unless a) this application is received and approved by AXIS Insurance Company based on current rules and requirements; b) the policy is accepted by the applicant; and c) the required premium is paid when due.

The applicant represents the information contained in this application is true and correct and forms the basis of the requested insurance. Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

POLICYHOLDER SIGNATURE

Authorized Signature of Applicant

Printed or typed name of Applicant's Authorized Representative

Date

LICENSED BROKER/AGENT SIGNATURE

Licensed Broker/Agent

License Number

Date

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- **For residents of Alabama:** Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to restitution fines and confinement in prison, or any combination thereof.
- **For residents of Colorado:** It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado division of insurance within the department of regulatory agencies.
- **For residents of the District of Columbia:** WARNING: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.
- **For residents of Florida:** Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.
- **For residents of Kentucky:** Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.
- **For residents of Maine, Tennessee and Washington:** It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.
- **For residents of Oregon:** Any person who knowingly and willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly or willfully presents false information in an application for insurance may be guilty of a crime and may be subject to fines and confinement in prison.
- **For residents of Maryland:** Any person who knowingly or willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly or willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.
- **For residents of New Jersey:** Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.
- **For residents of New Mexico:** ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR KNOWINGLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO CIVIL FINES AND CRIMINAL PENALTIES.
- **For residents of New York:** Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.
- **For residents of Ohio:** Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.
- **For residents of Oklahoma:** WARNING: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.
- **For residents of Pennsylvania:** Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.
- **For residents of Texas:** Any person who knowingly presents a false or fraudulent claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.
- **For residents of Virginia:** Any person who with the intent to defraud or knowing that he is facilitating a fraud against an insurer submits an application or files a false or deceptive statement may have violated state law.

[AXIS_FRAUD 0221]

BLANKET ACCIDENT POLICY/CERTIFICATE

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

Administrative Office:
10000 Avalon Blvd., Suite 200
Alpharetta, GA 30009

Home Office:
111 South Wacker Drive, Suite 3500
Chicago, IL 60606

POLICYHOLDER: COLLIERVILLE SCHOOLS

POLICY EFFECTIVE DATE: 07/01/21

POLICY TERM: 07/01/21 through 08/31/22

STATE OF ISSUE: Tennessee

POLICY NUMBER: KAMV0000018036800

POLICY ANNIVERSARY DATE: 07/01

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

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

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



Secretary

President

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

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SCHEDULE OF BENEFITS

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

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

Eligible Persons: An Eligible Person is an individual who meets all of the requirements of one of the covered classes shown below:

	Principal Sum
Class 1 Students on whose behalf the required premium contribution is made for Low Option 24-Hour coverage	\$10,000
Class 2 Students on whose behalf the required premium contribution is made for High Option 24-Hour coverage	\$10,000
Class 3 Students on whose behalf the required premium contribution is made for Low Option Summer Only coverage	\$10,000
Class 4 Students on whose behalf the required premium contribution is made for High Option Summer Only coverage	\$10,000
Class 5 Students on whose behalf the required premium contribution is made for Low Option At-School coverage	\$10,000
Class 6 Students on whose behalf the required premium contribution is made for High Option At-School coverage	\$10,000
Class 7 Student Members of the high school football team on whose behalf the required premium contribution is made for full football season Low Option coverage	\$10,000
Class 8 Student Members of the high school football team on whose behalf the required premium contribution is made for full football season High Option coverage	\$10,000
Class 9 Student Members of the high school football team on whose behalf the required premium contribution is made for spring football Low Option coverage	\$10,000
Class 10 Student Members of the high school football team on whose behalf the required premium contribution is made for spring football High Option coverage	\$10,000

CONDITIONS OF COVERAGE

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

Classes 1 & 2

24-HOUR COVERAGE

Covered Activities:	All activities excluding high school football
Personal Deviations Covered	No
Covered Travel	Included
Covered Overnight Travel	Included

Classes 3 & 4

24-HOUR COVERAGE

Covered Activities:	All activities between the last day of the school year commencing during the policy period and the first day of the following school year
Personal Deviations Covered	No
Covered Travel	Included
Covered Overnight Travel	Included

Classes 5 & 6

SCHOOL COVERAGE

Covered Activities:	Participating in or attending any Policyholder sponsored activity, excluding high school football, or while traveling to or from the Insured Person's residence and the Policyholder's premises on days when the Insured Person has regularly scheduled classes or at any other time if traveling by transportation furnished or approved by the Policyholder
Personal Deviations Covered	No
Covered School Travel	Included
Covered Overnight Travel	Included

Classes 7, 8, 9 & 10

SPORTS COVERAGE

Covered Activities:

Practice or play of high school football in accordance with the rules of the state high school athletics authority. Group or team travel supervised by the Policyholder to or from a practice or play is covered if in a vehicle furnished or approved by the Policyholder.

Personal Deviations Covered

No

Covered Sports Travel

Included

Covered Overnight Travel

Included

Sports Organization:

The Policyholder

BENEFITS

Aggregate Limit of Indemnity

Applies to:	Benefit Amount
Accidental Death and Dismemberment	\$500,000

Not more than the Aggregate Limit of Indemnity specified above will be paid for all Covered Losses, Covered Accidents and Covered Injuries suffered by all Insured Persons as the result of any one Covered Accident that occurs under one of the Conditions of Coverage, as specified above. This Aggregate Limit of Indemnity is payable only once, should more than one Condition of Coverage apply, We will pay the greater amount. If this amount does not allow all Insured Persons to be paid the amounts this Policy otherwise provides, the amount paid will be the proportion of the Insured Person's loss to the total of all losses, multiplied by the Aggregate Limit of Indemnity.

ACCIDENTAL DEATH AND DISMEMBERMENT BENEFITS

Covered Loss must occur within 365 days of the Covered Accident

Covered Loss	Benefit Amount
Loss of Life	100% of the Principal Sum
Loss of Two or More Hands or Feet	100% of the Principal Sum
Loss of Sight of Both Eyes	100% of the Principal Sum
Loss of Speech and Hearing (in Both Ears)	100% of the Principal Sum
Loss of One Hand or Foot and Sight in One Eye	100% of the Principal Sum
Loss of One Hand or Foot	50% of the Principal Sum
Loss of Sight in One Eye	50% of the Principal Sum
Loss of Speech	50% of the Principal Sum
Loss of Hearing (in Both Ears)	50% of the Principal Sum
Loss of Hearing in One Ear	25% of the Principal Sum
Loss of Thumb and Index Finger of the same Hand	25% of the Principal Sum
Exposure and Disappearance	Included

ACCIDENT MEDICAL BENEFIT

Scope of Coverage Applicable to Accident Medical Benefits

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

Full Excess Medical Expense	
Other Health Care Plan Reduction	0%
Total Maximum for all Accident Medical Benefits	Class 1 - \$25,000 Class 2 - \$25,000 Class 3 - \$25,000 Class 4 - \$25,000 Class 5 - \$25,000 Class 6 - \$25,000 Class 7 - \$25,000 Class 8 - \$25,000 Class 9 - \$25,000 Class 10 - \$25,000

First Covered Expenses must be incurred within 60 days after the Covered Accident
Benefit Period 52 weeks from the date of the Covered Accident

Deductible	Class 1 - \$0
	Class 2 - \$0
	Class 3 - \$0
	Class 4 - \$0
	Class 5 - \$0
	Class 6 - \$0
	Class 7 - \$0
	Class 8 - \$0
	Class 9 - \$0
	Class 10 - \$0

Deductible applies to each Covered Accident
Deductible must be satisfied within 52 weeks from the date of the Covered Accident

Classes 1, 3, 5, 7 & 9

Covered Expenses

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

Benefit Percentage and Other Limits

Expanded Medical Benefit For Covered Sports Conditions

100% of Usual and Customary Charges

Covered Sports Conditions

bursitis; sprains; hernia; muscle tears; tendonitis; and repetitive motion injuries

Heart and Circulatory Conditions

100% of Usual and Customary Charges

Covered Heart and Circulatory Conditions

heat exhaustion; heart attack; cardiac arrest, stroke; burst aneurysm

Inpatient Hospital Services

Room and Board Expenses

Semi-Private Room

Up to \$150 per day

Miscellaneous Expenses

Physician's Visits (limited to one visit per day)

\$600 maximum per day

\$40 first day/\$25 each subsequent day

Ambulatory Medical Center

\$1,000 maximum

Emergency Room Treatment (treatment must be rendered within 72 hours from the time of the injury)

\$150 maximum

Surgery

\$1,000 maximum

*Allowance is calculated: 100% of Usual and Customary Charges for the 1st procedure, 50% of Usual and Customary Charges for the 2nd procedure, and 25% of Usual and Customary Charges for each additional procedure when performed through different incisions/portals.

Assistant Surgeon

100% of Usual and Customary Charges

*Allowance is calculated: 20% of the surgical maximum for the surgery performed as indicated above.

Anesthesia and its Administration

100% of Usual and Customary Charges

*Allowance is calculated: 20% of the surgical maximum for the surgery performed as indicated above.

Outpatient Physician Visits (limited to one visit per day)

\$40 first day/\$25 each subsequent day

Outpatient X-ray

\$200 maximum

Outpatient Diagnostic Imaging Services

\$300 maximum

Outpatient Laboratory	\$50 maximum
Outpatient Physiotherapy (limited to one visit per day) (includes acupuncture; microthermy; manipulation; diathermy; massage therapy; heat treatment; and ultrasonic treatment)	\$30 first day/\$20 each subsequent day, 5 day maximum
Ambulance Services (Air and Ground)	\$300 maximum
Medical Equipment Rental (Includes Orthopedic devices)	\$75 maximum
Dental Services	\$10,000 maximum per policy term
Prescription Drugs	\$75 maximum
Consultant	\$200 maximum
Replacement of Eye Glasses, Contact Lenses or Hearing Aids	100% of Usual and Customary Charges

Classes 2, 4, 6, 8 & 10

Covered Expenses **Benefit Percentage and Other Limits**
Determination of the amount of each Covered Expense, and where applicable, each Usual and Customary Charge, will be made solely by the Company.

Expanded Medical Benefit For Covered Sports Conditions	100% of Usual and Customary Charges
Covered Sports Conditions	bursitis; sprains; hernia; muscle tears; tendonitis; and repetitive motion injuries

Heart and Circulatory Conditions	100% of Usual and Customary Charges
Covered Heart and Circulatory Conditions	heat exhaustion; heart attack; cardiac arrest, stroke; burst aneurysm

Inpatient Hospital Services	
Room and Board Expenses	
Semi-Private Room	80% of Usual and Customary Charges
Miscellaneous Expenses	\$1,200 maximum per day
Physician's Visits (limited to one visit per day)	\$60 first day/\$40 each subsequent day

Ambulatory Medical Center	\$1,200 maximum
Emergency Room Treatment (treatment must be rendered within 72 hours from the time of the injury)	\$300 maximum

Surgery	\$1,200 maximum
*Allowance is calculated: 100% of Usual and Customary Charges for the 1 st procedure, 50% of Usual and Customary Charges for the 2 nd procedure, and 25% of Usual and Customary Charges for each additional procedure when performed through different incisions/portals.	
Assistant Surgeon	100% of Usual and Customary Charges
*Allowance is calculated: 25% of the surgical maximum for the surgery performed as indicated above.	

Anesthesia and its Administration	100% of Usual and Customary Charges
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*Allowance is calculated: 25% of the surgical maximum for the surgery performed as indicated above.

Outpatient Physician Visits (limited to one visit per day)	\$60 first day/\$40 each subsequent day
Outpatient X-ray	\$600 maximum
Outpatient Diagnostic Imaging Services	\$600 maximum
Outpatient Laboratory	\$300 maximum
Outpatient Physiotherapy (limited to one visit per day) (includes acupuncture; microthermy; manipulation; diathermy; massage therapy; heat treatment; and ultrasonic treatment)	\$60 first day/\$40 each subsequent day, 5 day maximum
Ambulance Services (Air and Ground)	\$800 maximum
Medical Equipment Rental (Includes Orthopedic devices)	\$140 maximum
Dental Services	\$10,000 maximum per policy term
Prescription Drugs	\$200 maximum
Consultant	\$400 maximum
Replacement of Eye Glasses, Contact Lenses or Hearing Aids	100% of Usual and Customary Charges

PREMIUM RATE TABLE

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

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

Mode of Premium Payment Annually

Premium Due Date Policy Effective Date

Initial Premium As per the Master Insurance Application

GENERAL DEFINITIONS

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

Accident or Accidental	means an unexpected and unintended event that occurs by chance at an identifiable time and place while the Insured Person is covered under this Policy.
Aircraft	means a vehicle which: <ol style="list-style-type: none">1. has a valid Airworthiness Certificate; and2. is being flown by a pilot with a valid license to operate the Aircraft.
Airworthiness Certificate	means a "Standard" Airworthiness Certificate issued by the Federal Aviation Agency of the United States of America or its equivalent issued by the governmental authority having jurisdiction over civil aviation in the country of registry.
Calendar Year	means January 1 st through December 31 st of any year.
Common Carrier or Public Conveyance	means: <ol style="list-style-type: none">1. a Conveyance, including Aircraft, licensed for hire to carry fare-paying passengers; or2. a transport Aircraft operated by the Air Mobility Command of the United States of America or similar air transport service of another country.
Conveyance	means a motorized craft, vehicle or mode of transportation licensed or registered by a governmental authority.
Covered Accident	means an Accident that results in a Covered Loss during the Policy Term.
Covered Activity or Covered Activities	means any activity that is shown in the <i>Schedule of Benefits</i> and: <ol style="list-style-type: none">1. takes place under one of the Conditions of Coverage specified in the <i>Schedule of Benefits</i>; and2. is sponsored, organized, scheduled or otherwise provided by the Policyholder.
Covered Expenses	means expenses actually incurred by or on behalf of an Insured Person for treatment, services and supplies covered by this Policy. A Covered Expense is deemed to be incurred on the date treatment, service or supply that gave rise to the expense or the charge, was rendered or obtained.
Covered Injury	means Accidental bodily injury: (1) which is sustained by an Insured Person as a direct result of an unintended, unanticipated Covered Accident that occurs while the injured person's coverage under the Policy is in force; (2) which results directly and independently from all other causes from a Covered Accident; and (3) which occurs while such person is participating in a Covered Activity. The Covered Injury must be caused through Accidental means. All injuries sustained by an Insured Person in any one Covered Accident, including related conditions and recurrent symptoms of these injuries, are considered a single injury.
Covered Loss	means a loss which meets the requisites of one or more benefits, and results from a Covered Accident, Covered Injury or Covered Activity.

Eligible Person	means an individual as defined in the <i>Schedule of Benefits</i> .
He, His, Him	refers to any individual, male or female.
Hospital	<p>means an institution that meets all of the following:</p> <ol style="list-style-type: none"> 1. it is licensed as a Hospital pursuant to applicable law; 2. it is primarily and continuously engaged in providing medical care and treatment to sick and injured persons; 3. it is managed under the supervision of a staff of medical doctors; 4. it provides 24-hour nursing services by or under the supervision of a graduate registered Nurse (R.N.); 5. it has medical, diagnostic and treatment facilities, with major surgical facilities on its premises, or available on a prearranged basis; and 6. it charges for its services. <p>The term Hospital does not include a clinic, facility, or unit of a Hospital for:</p> <ol style="list-style-type: none"> 1. rehabilitation, convalescent, custodial, educational or nursing care; 2. the aged, drug addicts or alcoholics; or 3. a Veteran's Administration Hospital or Federal Government Hospital unless the Insured Person incurs an expense.
Hospital Confined, Hospital Stay or Confined to a Hospital	means a stay of 24 or more consecutive hours as a registered resident bed-patient in a Hospital. Separate Hospital Stays due to the same Covered Accident will be treated as one Hospital Stay unless separated by at least 30 days.
Immediate Family Member	means a person who is related to the Insured Person in any of the following ways: Spouse, domestic partner, brother-in-law, sister-in-law, daughter-in-law, son-in-law, mother-in-law, father-in-law, parent (includes stepparent), brother or sister (includes stepbrother or stepsister), or child (includes legally adopted or stepchild).
Inpatient	means confined overnight as a registered bed patient in a Hospital or other medical facility where at least one day's room and board is charged. The confinement must be on the advice of a Physician.
Insured Person	means an Eligible Person, as defined in the <i>Schedule of Benefits</i> , for whom required premium has been paid when due and for whom coverage under this Policy remains in force.
Medically Necessary	means medical services that: (1) are essential for diagnosis, treatment or care of the Covered Injury for which it is prescribed or performed; (2) meets generally accepted standards of medical practice; and (3) are ordered by a Physician and performed under His care, supervision or order.
Nurse	<p>means a licensed graduate Registered Nurse (R.N.) or a Licensed Practical Nurse (L.P.N.) who is not:</p> <ol style="list-style-type: none"> 1. the Insured Person; 2. an Immediate Family Member of either the Insured Person or the Insured Person's Spouse 3. a person living in the Insured Person's household; or 4. a person employed or retained by the Policyholder.
Outpatient	means an Insured Person who is a patient and is not hospitalized overnight but who visits a Hospital, clinic, or associated facility for diagnosis or treatment.

Physician	means a licensed health care provider practicing within the scope of his license and rendering care and treatment to the Insured Person that is appropriate for the condition and locality, and who is not: <ol style="list-style-type: none"> 1. the Insured Person; 2. an Immediate Family Member of either the Insured Person or the Insured Person's Spouse; 3. a person living in the Insured Person's household; 4. a person employed or retained by the Policyholder; or 5. a person providing homeopathic, aroma-therapeutic, or herbal therapeutic services.
Policyholder	means the entity, named on this Policy's face page, to which the Company issues this Policy.
Policy Term	means the time period defined for the Policyholder shown on this Policy's face page.
Private Passenger Automobile	means a validly registered, four wheel private passenger car, including Policyholder-owned cars, campers, motor homes, station wagons, sport utility vehicles, pick-up trucks and van-type cars that are not licensed commercially or being used for commercial purposes. Any vehicle being used as a taxi cab, bus or other Public Conveyance will not be considered a Private Passenger Automobile.
Scheduled Airlines or Aircraft	means any carrier holding a certificate, license or similar authorization for civilian scheduled air transport issued by the country of the Aircraft's registry, and which, in accordance with that authorization flies, maintains and publishes schedules and tariffs for regular passenger service between named cities at regular and specified times, but only if the Aircraft is then used for any regular or chartered flight operated by such carrier.
Spouse	means the Insured Person's lawful spouse.
Usual and Customary Charge	means the average amount charged by most providers for treatment, service or supplies in the geographic area where the treatment, service or supply is provided.
We, Us, Our	means AXIS Insurance Company.

ELIGIBILITY, EFFECTIVE DATE AND TERMINATION PROVISIONS

Effective Date for Individuals

Insurance becomes effective for the Eligible Person who enrolls and agrees to make the required contributions on the latest of the following dates:

1. the Policy Effective Date;
2. the date the person becomes eligible.

In no event will insurance for the Eligible Person become effective before the Policy Effective Date.

Eligibility

A person is eligible for insurance under this Policy when He meets the definition of Eligible Person shown in the *Schedule of Benefits*. An Eligible Person may be insured under only one covered class, even though He may be eligible under more than one covered class.

Effective Date of Changes

Any increase or decrease in the amount of insurance for the Insured Person resulting from a change in benefits provided by this Policy or a change in the Insured Person's covered class will take effect on the date of such changes.

Policy Effective Date

The Company agrees to provide Accident insurance benefits described in this Policy in consideration of the Policyholder's application and payment of the Premium when due. Insurance begins on the Policy Effective Date shown on this Policy's first page.

Termination of Insurance

Insurance for the Insured Person will end on the earliest of:

1. the date the person is no longer in an Eligible Class;
2. the end of the period for which the last premium is made; or
3. the date this Policy ends.

Termination does not affect a claim for a Covered Loss due to a Covered Accident that occurs before the termination date. However, in no instance will benefits extend beyond the earliest of:

1. the end of the Benefit Period; and
2. the date benefits equal to any applicable benefit limit or maximums, as shown in the *Schedule of Benefits*, have been paid.

COMMON EXCLUSIONS

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

1. intentionally self-inflicted injury, suicide, or any attempt while sane or insane;
2. commission or attempt to commit a felony or an assault;
3. commission of or active participation in a riot or insurrection;
4. declared or undeclared war or act of war or any act of declared or undeclared war unless specifically provided by this Policy;
5. flight in, boarding or alighting from an Aircraft, except as a passenger on a regularly scheduled commercial airline;
6. travel in any Aircraft owned, leased operated or controlled by the Policyholder, or any of its subsidiaries or affiliates. An Aircraft will be deemed to be "controlled" by the Policyholder if the Aircraft may be used as the Policyholder wishes for more than 10 straight days, or more than 15 days in any year;
7. sickness, disease, bodily or mental infirmity, bacterial or viral infection or medical or surgical treatment thereof, (including exposure, whether or not Accidental, to viral, bacterial or chemical agents) whether the loss results directly or non directly from the treatment except for any bacterial infection resulting from an Accidental external cut or wound or Accidental ingestion of contaminated food;
8. 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;
9. injuries compensable under Workers' Compensation law or any similar law;
10. operating any type of vehicle or Conveyance while under the influence of alcohol or any drug, narcotic or other intoxicant including any prescribed drug for which the Insured Person has been provided a written warning against operating a vehicle or Conveyance while taking it. Under the influence of alcohol, for purposes of this exclusion, means intoxicated, as defined by the motor vehicle laws of the state in which the Covered Loss occurred;
11. the Insured Person's intoxication. The Insured Person is conclusively deemed to be intoxicated if the level in His blood exceeds the amount at which a person is presumed, under the law of the locale in which the accident occurred, to be under the influence of alcohol if operating a motor vehicle, regardless of whether He is in fact operating a motor vehicle, when the injury occurs. An autopsy report from a licensed medical examiner, law enforcement officer's report, or similar items will be considered proof of the Insured Person's intoxication;
12. an Accident if the Insured Person is the operator of a motor vehicle and does not possess a valid motor vehicle operator's license, unless: (a) the Insured Person holds a valid learners permit and (b) the Insured Person is receiving instruction from a driver's education instructor;
13. aggravation, during a Covered Activity, of an injury the Insured Person suffered before participating in that Covered Activity unless the Company receives a written medical release from the Insured Person's Physician;
14. participating in any hazardous activities, including the sports of snowmobile, ATV (all terrain or similar type wheeled vehicle), personal watercraft, sky diving, scuba diving, skin diving, hang gliding, cave exploration, bungee jumping, parachute jumping or mountain climbing;
15. medical or surgical treatment, diagnostic procedure, administration of anesthesia, or medical mishap or negligence, including malpractice unless it occurs during treatment of a Covered Injury; or
16. benefits will not be paid for services or treatment rendered by any person who is:
 - a. employed or retained by the Policyholder;
 - b. living in the Insured Person's household;
 - c. an Immediate Family Member, including domestic partner, of either the Insured Person or the Insured Person's Spouse; or
 - d. the Insured Person.

CLAIM PROVISIONS

Beneficiary

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

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

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

Claim Forms

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

Notice of Claim

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

Payment of Claims

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

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

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

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

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

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

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

Proof of Loss Written proof of loss must be furnished to the Company within 365 days after the date of the Covered Loss. In the case of a claim for loss of time for disability, written proof of such loss must be furnished to the Company within 365 days after the commencement of the period for which the Company is liable. If the loss is one for which the Policy requires continuing eligibility for periodic benefit payments, subsequent written proofs of eligibility must be furnished at such intervals as may reasonably be required. Failure to furnish proof within the time required neither invalidates nor reduces any claim if it was not reasonably possible to furnish proof within such time, provided such proof is furnished as soon as reasonably possible and in no event, except in the absence of legal capacity of the claimant, later than one year from the time proof is otherwise required. Any forms that may be required to be provided under this subsection may be provided in electronic or paper form.

Subrogation The Company has the right to recover all payments including future payments, which the Company has made, or will be obligated to pay in the future, to the Insured Person from anyone liable for the Covered Loss. The Insured Person agrees to assist the Company in preserving its rights against those responsible for such loss, including but not limited to, signing subrogation forms supplied by the Company.

ADMINISTRATIVE PROVISIONS

Cancellation

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

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

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

Grace Period

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

Premiums

Premium rates are expressed in, and premiums are payable in, United States currency. The Company will provide notifications of premiums due or premium changes, to the most current address in Our files, to the Policyholder.

Premium Payment

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

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

Premium Rate Changes

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

The Company may change the premium rate during a Policy Term or during any applicable premium rate guarantee period if any one of the following occurs:

1. the terms of this Policy change;
2. coverage is reinstated following failure to pay premium during the Grace Period; or
3. a change in any federal or state law or regulation is enacted, adopted or amended to the extent it affects the Company's benefit obligations under this Policy.

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

Premium Audit

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

Reinstatement

This Policy may be reinstated if it lapsed for nonpayment of premium. Requirements for reinstatement are a written application of the Policyholder satisfactory to the Company and payment of all overdue premiums. Any premium accepted in connection with a reinstatement will be applied to a period for which premium was not previously paid, but not to any period more than 60 days prior to the date of reinstatement.

GENERAL PROVISIONS

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

Misstatement of Fact	If the Policyholder has misstated any fact, all amounts payable under this Policy will be such as the premium paid would have purchased had such fact been correctly stated.
Noncompliance with Policy Requirements	Any express or implied waiver by the Company of any requirements of this Policy is not a continuing waiver of such requirements. Any failure by the Company to enforce any Policy provision will not be a waiver or amendment of that provision.
Policy Changes	No change in this Policy will be valid until approved by one of the Company's executive officers and endorsed on or attached to this Policy. The Company may agree with the Policyholder to modify a plan of benefits without the Insured Person's consent.
Records	The Policyholder or its authorized Administrator will maintain the records of the Insured Person's insurance under this Policy. The Company will be permitted to examine the Policyholder's records relating to the insurance under this Policy at any reasonable time. The Policyholder is acting as an agent of the Insured Person for transactions relating to this insurance. The actions of the Policyholder will not be considered the actions of the Company.
Reporting Requirements	<p>The Policyholder or its authorized agent must report all of the following to the Company by the Premium Due Date:</p> <ol style="list-style-type: none"> 1. the names of all persons insured on the Policy Effective Date; 2. the names of all persons who are insured after the Policy Effective Date; 3. the names of those persons whose insurance has terminated; and 4. additional information required by the Company. <p>The Company may, at the Company's sole discretion, waive reporting of any information specified above.</p>
Workers' Compensation	This Policy is not in lieu of and does not affect any requirements for coverage by any Workers' Compensation Act or similar law.

CONDITIONS OF COVERAGE

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

SPORTS COVERAGE

The Company will pay the Benefit Amount shown in the *Schedule of Benefits*, subject to all applicable conditions and exclusions, when the Insured Person suffers a Covered Loss that occurs while He is participating in or attending one of the following sports Covered Activities:

1. regularly-scheduled high school football practice or training;
2. regularly-scheduled high school football competition or exhibition game;
3. a scheduled high school football tryout, workout session or team meeting;
4. a Supervised and Sponsored Sports Activity; or
5. Covered Sports Travel.

Covered Sports Travel includes travel, only within the contiguous United States including Alaska and Hawaii and only directly and without interruption:

1. between home and the premises of the Sports Organization;
2. between home and another meeting place designated by the Sports Organization;
3. between home and another site designated by the Sports Organization, where a Supervised and Sponsored Sports Activity is scheduled; or
4. between 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 Sports Travel also includes travel by any Common Carrier providing transportation to a Supervised and Sponsored Sports Activity, within the contiguous United States, including Alaska and Hawaii, when the Insured Person's participation or attendance requires Him to be away from His normal residence for a stay of one or more nights. Coverage for travel to any Supervised and Sponsored Sports Activity that takes place outside the contiguous United States, including Alaska and Hawaii will be covered only if the Company has agreed to it in writing.

Definitions

For purposes of this Condition of Coverage:

Covered Sports Travel means transportation on a Common Carrier or Private Passenger Automobile driven by an adult with a valid drivers' license whom the Sports Organization has specifically designated to transport Insured Persons to a Supervised and Sponsored Sports Activity.

Personal Deviation means

1. an activity that is not reasonably related to the Insured Person's Covered Sports Travel;
2. not incidental to the purpose of the trip; and
3. such travel or activities coincide with the Insured Person's Covered Sports Travel.

Sports Organization means a School, college or university, team, league or other organization, as named in the *Schedule of Benefits*, that organizes, sponsors, 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;
2. is sponsored, organized 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.

Exclusions

1. This coverage will not be in effect during any sports activity unless it is sponsored, organized, supervised, scheduled or otherwise provided by the Sports Organization named in the *Schedule of Benefits*.
2. This coverage will not be in effect during the Insured Person's Personal Deviation.
3. This coverage will not be in effect during travel to any Supervised and Sponsored Sports Activity that takes place outside the contiguous United States, including Alaska and Hawaii unless the Company has agreed in advance to provide it.

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

SCHOOL COVERAGE

The Company will pay the Benefit Amount shown in the *Schedule of Benefits*, subject to all applicable conditions and exclusions, when the Insured Person suffers a Covered Loss 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 School Travel.

Covered School Travel includes travel, only within the contiguous United States including Alaska and Hawaii and only directly and without interruption:

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

School Travel Coverage for Overnight Supervised and Sponsored School Activities

Covered School Travel also includes travel by any Common Carrier providing transportation to a Supervised and Sponsored School Activity, within the contiguous United States including Alaska and Hawaii and when the Insured Person's participation or attendance requires Him to be away from His normal residence for a stay of one or more nights. Coverage for travel to any Supervised and Sponsored School Activity

that takes place outside the contiguous United States, including Alaska and Hawaii will be covered only if it has been agreed to by the Company in writing.

Definitions

For purposes of this Condition of Coverage:

Covered School Travel means transportation on a School bus or Private Passenger Automobile driven by a member of the faculty or staff of the School, a parent of the Insured Person, or other adult with a valid drivers' license whom the School has specifically designated to transport Insured Persons to a Supervised and Sponsored School Activity.

Personal Deviation means

1. an activity that is not reasonably related to the Insured Person's Covered School Travel;
2. not incidental to the purpose of the trip; and
3. such travel or activities coincide with the Insured Person's Covered School Travel.

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; and
2. is sponsored, organized 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 in which the Insured Person is participating, excluding high school football.

Exclusions

1. This coverage will not be in effect during a School activity that was not a Supervised and Sponsored School Activity or Covered Activity during the preceding school year, unless the Company has agreed in advance to provide it.
2. This coverage will not be in effect during the Insured Person's Personal Deviation.
3. This coverage will not be in effect during travel to any Supervised and Sponsored School Activity that takes place outside the United States, including Alaska and Hawaii unless the Company has agreed in advance to provide it.

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

24 HOUR COVERAGE (Classes 3 & 4 Summer Only)

The Company will pay the Benefit Amount shown in the *Schedule of Benefits*, subject to all applicable conditions and exclusions, when the Insured Person suffers a Covered Loss that occurs anytime while insured by this Policy including riding in or exiting an Aircraft.

Exclusions

This coverage will not be in effect while the Insured Person is participating in any activity including tryouts, practice or any competitions or games for high school football.

Other exclusions that apply to this Condition of Coverage are in the Common Exclusions section.

DESCRIPTION OF BENEFITS

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

ACCIDENTAL DEATH AND DISMEMBERMENT BENEFIT

Covered Losses

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

If the Insured Person sustains more than one Covered Loss as a result of the same Covered Accident, the Company will pay the Benefit Amount for the Covered Loss for which the largest benefit is payable.

Exposure and Disappearance

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

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

Definitions

For purposes of this Benefit:

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

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

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

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

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

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

Exclusions

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

ACCIDENT MEDICAL BENEFIT

Medically Necessary Covered Expenses and any applicable Deductibles are shown in the *Schedule of Benefits*. Medically Necessary Covered Expenses must be incurred within the Benefit Period shown in the *Schedule of Benefits*.

Other Health Care Plan Benefits

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

Full Excess Medical Expense

The Company will pay the Medically Necessary Covered Expenses:

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

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

Any Medically Necessary Covered Expenses payable under this provision will be reduced by the Other Health Care Plan Reduction Percentage shown in *Schedule of Benefits* if:

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

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

Covered Expenses

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

Benefits will be paid:

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

Expanded Medical Benefit

The Company will pay Medically Necessary Covered Expenses incurred

For Covered Sports Conditions

for the treatment of the Sports Conditions if they are aggravated by the Insured Person's participation in a Covered Activity.

Termination of Benefit

This Benefit will terminate at 12:01 A.M. Standard Time on the day after the team of which the Insured Person is a member has played its last game, including post-season tournament play.

Heart and Circulatory Conditions

The Company will pay Medically Necessary Covered Expenses incurred for the treatment of the Heart and Circulatory Conditions if they occur and are manifested during a Covered Activity.

Termination of Benefit

This Benefit will terminate at 12:01 A.M. Standard Time on the day after the team of which the Insured Person is a member has played its last game, including post-season tournament play.

Inpatient Hospital Services

Room and Board Expenses

The Company will pay for:

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

Miscellaneous Expenses

The Company will pay the Miscellaneous Expenses charged by a Hospital or ambulatory surgical center for Outpatient surgery. Miscellaneous Expenses include, but are not limited to: X-ray, laboratory, In-Hospital physiotherapy, Nurse services, orthopedic appliances, pre-admission tests and all necessary charges other than room and board, for services received during a Hospital Stay

Ambulatory Medical Center

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

Emergency Room Treatment

The Company will pay Medically Necessary 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 Medically Necessary Hospital Covered Expense.

Physician Services

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

Surgery –

1. Medically Necessary Covered Expenses charged for performing a surgical procedure. Two or more surgical procedures through the same incision will be considered as one procedure;
2. Medically Necessary Covered Expenses charged by an assistant surgeon assisting a Physician performing a surgical procedure;
3. Medically Necessary 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.

Second Opinion or Consultation – Medically Necessary Covered

Expenses charged by a Physician for a second surgical opinion, or consultation.

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

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

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

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

The Company will pay Medically Necessary Covered Expenses incurred for X-rays, except dental X-rays, CT Scans, MRI's, and laboratory tests.

Outpatient Physiotherapy

The Company will pay Medically Necessary Covered Expenses incurred for Outpatient Physiotherapy. Physiotherapy means acupuncture, microthermy, manipulation, diathermy, massage therapy, heat treatment, and ultrasonic treatment.

Ambulance Services

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

Medical Equipment Rental

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

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

Dental Services

The Company will pay Medically Necessary 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.

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

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

Prescription Drugs

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

Definitions

For purposes of this Benefit:

Deductible means the amount of Medically Necessary Covered Expenses that must be paid by the Insured Person before benefits will become payable under this Policy. A separate Deductible shall apply to each Covered Accident. The Deductible shall be reduced by the amount of medical expenses paid or payable under an Other Health Care Plan for medical expenses arising out of the Covered Injury that gave rise to the claim under this Policy.

Heart and Circulatory means disease or illness of the heart or circulatory system which: (a) is first diagnosed and treated while the Insured Person's coverage under the Policy is in force and occurs in a scheduled game or supervised practice, within 24 hours after the participation; and (b) the Insured Person has not, before such participation, been medically advised of or received any medical treatment for such heart malfunction.

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

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

Other Health Care Plan or Other Health 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 healthcare, dental care, disability benefits or repatriations of remains. Any Other 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 Providers Organizations and other prepayment, group practices and individual practice plans;
5. medical benefits provided under automobile "fault" and "no-fault" type contracts; and
6. 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 nongovernmental plan.

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

Limitation for Contributory School and/or Sports Coverage

If benefits are payable for any Covered Loss under this Policy and under another blanket accident insurance policy issued by the Company for which the Policyholder pays the entire premium:

1. benefits will be payable first under that policy; and
2. the total benefits payable under both policies will not exceed the maximum benefit amount in the policy that provides the greater maximum.

EXCLUDED EXPENSES

The following will not be considered Medically Necessary Covered Expenses unless coverage is specifically provided:

1. cosmetic surgery, except for reconstructive surgery needed as the result of a Covered Injury;
2. any elective or routine treatment, surgery, health treatment, or examination, including any service, treatment or supplies that: (a) are deemed by the Company to be experimental or investigational; and (b) are not recognized and generally accepted medical practice in the United States;
3. examination or prescriptions for, or purchase, repair or replacement of wheelchairs, braces, appliances, orthopedic braces, or orthotic devices;
4. treatment in any Veteran's Administration, Federal, or state facility, unless there is a legal obligation to pay;
5. services or treatment provided by persons who do not normally charge for their services, unless there is a legal obligation to pay;
6. repair or replacement of existing artificial limbs, eyes and larynx;
7. treatment of an injury resulting from a condition that the Insured Person knew existed on the date of a Covered Accident, unless the Company has received a written medical release from his Physician

In no event will the Company's total payments for the Insured Person exceed the Total Maximum for all Accident Medical Benefits shown in the *Schedule of Benefits*.

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

**NOTICE CONCERNING COVERAGE UNDER
THE TENNESSEE LIFE AND HEALTH INSURANCE GUARANTY ASSOCIATION ACT**

Residents of Tennessee 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 Tennessee 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 the 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 below, this protection is not a substitute for consumers' care in selecting companies that are well-managed and financially stable.

The state law that provides for this safety-net coverage is called the Tennessee Life and Health Insurance Guaranty Association Act. The following is a brief summary of this law's coverages, exclusions and limits. This summary does not cover all provisions of the law or describe all of the conditions and limitations relating to coverage. **This summary does not 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, an annuity, or if they are insured under a group insurance contract issued by an insurer authorized to conduct business in Tennessee. Health insurance includes disability and long term care policies. 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 Guaranty Association if:

- (1) 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 insured who live outside that state);
- (2) the insurer was not authorized to do business in this state;
- (3) 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 Guaranty Association also does not provide coverage for:

- (1) 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 variable contract sold by prospectus;
- (2) any policy of reinsurance (unless an assumption certificate was issued);
- (3) interest rate yields that exceed an average rate;
- (4) dividends;
- (5) credits given in connection with the administration of a policy by a group contract holder;
- (6) employers' plans to the extent they are self-funded (that is, not insured by an insurance company, even if an insurance company administers them);
- (7) unallocated annuity contracts (which give rights to group contractholders, not individuals).

LIMITS ON AMOUNTS OF COVERAGE

The act also limits the amount the Guaranty Association is obligated to pay out. The Guaranty Association cannot pay more than what the insurance company would owe under a policy or contract. For any one insured life, the Guaranty Association guarantees payments up to a stated maximum no matter how many policies and contracts there were with the same company, even if they provided different types of coverage. These aggregate limits per life are as follows:

- \$300,000 for policies and contracts of all types, except as described in the next point
- \$500,000 for basic hospital, medical and surgical insurance and major medical insurance issued by companies that become insolvent after January 1, 2010

Within these overall limits, the Guaranty Association cannot guarantee payment of benefit greater than the following:

- life insurance death benefits - \$300,000
- life insurance cash surrender value - \$100,000
- present value of annuity benefits for companies insolvent before July 1, 2009 - \$100,000
- present value of annuity benefits for companies insolvent after June 30, 2009 - \$250,000
- health insurance benefits for companies declared insolvent before January 1, 2010 - \$100,000
- health insurance benefits for companies declared insolvent on or after January 1, 2010:
 - \$100,000 for limited benefits and supplemental health coverages
 - \$300,000 for disability and long term care insurance
 - \$500,000 for basic hospital, medical and surgical insurance or major medical insurance

The Tennessee 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 Tennessee. You should not rely on coverage by the Tennessee 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 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.

Tennessee Life and Health Insurance Guaranty Association
150 Third Avenue South, Suite 1600
Nashville, TN 37201

Tennessee Department of Commerce and Insurance
500 James Robertson Parkway
Nashville, TN 37243

HIPAA PRIVACY NOTICE

THIS NOTICE DESCRIBES HOW MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY.

AXIS Insurance Company values its relationship with you. Protecting the privacy of the information we have about you is of great importance to us. We want you to understand how we protect the confidentiality of information as well as how and why we use and disclose it. We are required by law to maintain the privacy of protected health information and to provide you with notice of our legal duties and privacy practices with respect to this information. "Protected health information" includes any individually identifiable information that we obtain from you or others that relates to your physical or mental health, the health care you have received, or payment for your healthcare.

This privacy policy applies to policies underwritten by AXIS Insurance Company. This notice explains your rights. It also explains our legal duties and privacy practices. We are required by federal law to give you this notice. We reserve the right to change the terms of this notice, and should that occur, we will provide you with a copy of the new notice.

HOW WE MAY USE AND DISCLOSE YOUR PROTECTED HEALTH INFORMATION

We use and disclose your Protected Health Information (PHI) for the purposes of your treatment, for payment and for health care operations. Not every use or disclosure in a category is listed. However all of the ways that we may use or disclose PHI will fall within one of these categories.

Your Authorization: Except as outlined below, we will not use or disclose your PHI for any purpose unless you have signed a form authorizing use or disclosure. You may take away this authorization at any time, in writing. We will then stop using your PHI for that purpose. But, if we have already used or shared your PHI based on your authorization, we cannot undo any actions we took before you told us to stop.

For Payment: We use and disclose PHI as necessary for payment purposes. For example, we may use your PHI to process a claim or may give information to a doctor's office to confirm your benefits.

For Health Care Operations: We use and disclose PHI for our health care operations such as customer service, premium rating, fraud and abuse prevention and detection, and other functions related to your health policy. For example, we may use PHI to review the quality of care and services you get. We may also use PHI to provide you with case management or care coordination services.

For Treatment Activities: We do not provide treatment. This is the role of a health care provider such as your doctor or a hospital. But, we may share PHI with your health care provider so that the provider may treat you.

To Others: You may authorize us in writing to give your PHI to someone else for any reason. Also, if you are present, and provide authorization, we may give your PHI to a family member, friend or other person. We would do this if it has to do with your current treatment or payment for your treatment. If you are unavailable, incapacitated, or facing an emergency medical situation, we may share limited PHI with a family member, friend or other person if sharing your PHI is in your best interest.

As Allowed or Required by Law: We may also use or disclose your PHI, as allowed by federal law, for many types of activities. PHI can be shared for health oversight activities. It can also be shared for judicial or administrative proceedings, with public health authorities, for law enforcement reasons, and to coroners, funeral directors or medical examiners (about decedents). PHI can also be shared for certain reasons with organ donation groups, for research, and to avoid a serious threat to health or safety. It can be shared for special government functions, for workers' compensation, to respond to requests from the U.S. Department of Health and Human Services and to alert proper authorities if we reasonably believe that you may be a victim of abuse, neglect, domestic violence or other crimes. PHI can also be shared for any purpose as required by law.

We may share PHI with the sponsor of the plan or use in the administration of the plan. Plan sponsors that receive PHI are required by law to have controls in place to keep it from being used for reasons that are not proper.

YOUR HIPAA PRIVACY RIGHTS

Access to Your PHI

You have the right to obtain a copy and inspect specific items of your PHI, such as your policy or claim information, for as long as we maintain it. We may deny your request to access certain PHI, as permitted or required by law. We may require your request for access in writing. Your request for access should contain as much detail as possible regarding the PHI you wish to review. We may charge a reasonable fee for access to your PHI.

Amendments to Your PHI

You have the right to request that the PHI we maintain about you be amended or corrected if you believe it is incorrect. We are not legally obligated to make all requested amendments but will give each request appropriate consideration. Requests for amendment must be in writing and must state the reasons for the amendment request.

Accounting for Disclosures of Your PHI

You have the right to request an accounting of certain disclosures made by us of your PHI. Examples of disclosures that we are required to account for include those to state insurance departments, pursuant to valid legal process, or for law enforcement purposes. Requests must be made in writing. We are not legally obligated to provide an accounting of every disclosure but will give each request appropriate consideration. The accounting will not include disclosures made prior to June 1, 2011.

Restrictions on Uses and Disclosures of Your PHI

You have the right to request restrictions on certain uses and disclosures of your PHI for treatment, payment, or health care operations by notifying us of your request for a restriction in writing. We are not legally required to agree to your restriction request but will give each request appropriate consideration.

Confidential Communication of PHI

You have the right to request to receive communications from us regarding your PHI by another method of contact or at an alternative address. We will accommodate reasonable requests, which must clearly state that disclosure of all or part of the information could endanger your health or safety.

Right to a Copy of the Notice – You have the right to a paper copy of this Notice upon request by contacting us at the telephone number or address below.

Potential Impact of Other Applicable Laws

HIPAA (the federal privacy law) generally does not preempt, or override other laws that give people greater privacy protections. As a result, if any state or federal privacy law requires us to provide you with more privacy protections, then we must also follow that law in addition to HIPAA.

Complaints

If you think we have not protected your privacy, you can file a complaint with us. You may also file a complaint with the Office for Civil Rights in the U.S. Department of Health and Human Services in Washington, D.C. We will not take action against you for filing a complaint.

Contact Information

If you have questions or need further assistance regarding this Notice, or wish to exercise any of the abovementioned rights, you may write to us at

Administrative Address:

AXIS Insurance Company
10000 Avalon Blvd., Suite 200
Alpharetta, GA 30009
888.870.AXIS (2947)

General questions - please send to USSales.AccHealth@axiscapital.com

Please include your name, address, plan sponsor, and policy number in any correspondence.

Effective March 15, 2021

OFAC NOTICE

Payment of claims under any insurance policy issued shall only be made in full compliance with all United States economic or trade and sanction laws or regulations, including, but not limited to, sanctions, laws and regulations administered and enforced by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC").