

# BLANKET ACCIDENT ONLY POLICY/CERTIFICATE

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

Administrative Office:  
10000 Avalon Boulevard, Suite 200  
Alpharetta, GA 30009

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

POLICYHOLDER: Brooklyn Public Schools

POLICY EFFECTIVE DATE: August 31, 2022

POLICY NUMBER: KAMV168223

POLICY TERM: August 31, 2022 through August 30, 2023

POLICY ANNIVERSARY DATE: August 31

STATE OF ISSUE: Connecticut

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**

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

The *Schedule of Benefits* provides a brief outline of the coverage and benefits provided by this Policy. This Policy provides coverage as selected by the Policyholder on the Master Insurance Application. Conditions of Coverage and Benefits not selected on the Master Insurance Application are not 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:

### **Voluntary Student Accident Coverage**

All enrolled students of the Policyholder who have selected and are covered under Voluntary Student Accident Coverage

**CONDITIONS OF COVERAGE**

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

**VOLUNTARY STUDENT ACCIDENT COVERAGE**

**SCHOOL COVERAGE** (Applicable if Voluntary "School Time Rate" is selected on the Enrollment Form)

**Covered Activities:** While participating in the Supervised and Sponsored School Activities.

**Personal Deviations Covered** **No**

**Covered School Travel** **Included**

**Covered Overnight Travel** **Not Included**

**24-HOUR COVERAGE** (Applicable if Voluntary "24-Hour Rate" is selected on the Enrollment Form)

## **BENEFITS**

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### **ACCIDENTAL DEATH AND DISMEMBERMENT BENEFITS**

Covered Loss must occur within	180 days of the Covered Accident
<b>Covered Loss</b>	<b>Benefit Amount</b>
Loss of Life	As shown on the Master Insurance Application
Loss of Two or More Hands or Feet	\$20,000
Loss of Sight of Both Eyes	\$20,000
Loss of One Hand or Foot and Sight in One Eye	\$20,000
Loss of One Hand or Foot	\$10,000
Loss of Sight in One Eye	\$10,000
Loss of Thumb and Index Finger of the same Hand	\$10,000
Loss of all Four Fingers of the Same Hand	\$10,000
<b>Exposure and Disappearance</b>	<b>Included</b>

## 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.

#### Primary Medical Expense

Total Maximum for all Accident Medical Benefits (as selected on the Master Insurance Application)

Benefit Limit for Covered Losses from any one Motor Vehicle Accident \$5,000

First Covered Expense must be incurred within 90 days after the Covered Accident

Benefit Period (as selected on the Master Insurance Application)

Deductible \$0  
Deductible applies to each Covered Accident

#### 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

#### Maximum Benefit (per person, per incident)

#### Inpatient Hospital Services

Room and Board Expenses Average semi-private room rate up to \$800 per day

Intensive Care Unit Usual and Customary Charges, not to exceed 7 days

#### Hospital Miscellaneous Expenses

(Inpatient Orthopedic Appliances, X-ray, laboratory tests, Inpatient Physiotherapy, pre-admission tests and all necessary charges other than room and board, for services received during a Hospital Stay) Usual and Customary Charges, up to \$800 per day

In-Hospital Physiotherapy Usual and Customary Charges

In-Hospital Chiropractic Usual and Customary Charges, up to a maximum of \$500

**Outpatient Orthopedic Appliances** Usual and Customary Charges up to a maximum of \$1,000

**In-Hospital Orthopedic Appliances** Usual and Customary Charges

**Ambulatory Medical Center** Usual and Customary Charges

**Emergency Room Treatment (when Hospital Confinement is not required)** Usual and Customary Charges

**Physician Services**

Surgery Usual and Customary Charges up to units value listed in the 1974 Revised California Relative Value Studies, 5<sup>th</sup> Edition, having a conversion factor multiplied by \$150 unit value

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

Assistant Surgeon 25% of the Surgical Allowance

\*Allowance is calculated: 25% of the surgeons allowed amount for the surgery performed to the surgical maximum

Anesthesia and its Administration 25% of the Surgical Allowance

\*Allowance is calculated: 25% of the surgeons allowed amount for the surgery performed to the surgical maximum

Second Opinion or Consultation Usual and Customary Charges  
In-Hospital Visits Usual and Customary Charges  
Office Visits Usual and Customary Charges

**Outpatient X-ray** Usual and Customary Charges

**MRI, CAT Scans, Laser Treatment or similar procedure** Usual and Customary Charges, up to a maximum of \$800

**Outpatient Laboratory Tests** Usual and Customary Charges

**Outpatient Physiotherapy** Usual and Customary Charges, up to a maximum of:  
(includes acupuncture; microthermy; manipulation; diathermy; massage therapy; heat treatment; and ultrasonic treatment) \$1,500 for Outpatient Physiotherapy  
\$500 for Outpatient Chiropractic Services

**Outpatient Nursing Services** Usual and Customary Charges

**Dental Services** Usual and Customary Charges, up to a maximum of \$750 per tooth  
For treatment, repair or replacement of injured natural teeth, includes initial braces when required for treatment of covered injury as well as examination, x-rays, restorative treatment, endodontics, oral surgery, and treatment for gingivitis resulting from trauma.

**Eyeglasses, Contact Lenses, Hearing Aids** Usual and Customary Charges up to a maximum of \$650

**Outpatient Prescription Drugs** Usual and Customary Charges

**ACCIDENTAL INGESTION BENEFIT**

Inpatient Hospital Confinement Benefit Amount 100% of Usual and Customary Charges

Outpatient Benefit Amount 100% of Usual and Customary Charges, up to a maximum of \$500

**AMBULANCE BENEFIT**

Benefit Amount

applicable rate established by the Connecticut Department of Public Health in accordance with 19a-177.

**HOME HEALTH CARE BENEFIT**

Benefit Amount

100% of Usual and Customary Charges up to \$100

Annual Deductible

\$50

Maximum Number of Home Health Care Visits

80 per calendar year or in any continuous period of twelve months for each Insured Person

Medical Social Services for terminally ill with prognosis of six months or less to live

\$200



## **PREMIUM RATE TABLE**

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

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

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

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

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

**Medically Necessary**

means health care services that a physician, exercising prudent clinical judgment, would provide to a patient for the purpose of preventing, evaluating, diagnosing or treating an illness, injury, disease or its symptoms, and that are: (1) In accordance with generally accepted standards of medical practice; (2) clinically appropriate, in terms of type, frequency, extent, site and duration and considered effective for the patient's illness, injury or disease; and (3) not primarily for the convenience of the patient, physician or other health care provider and not more costly than an alternative service or sequence of services at least as likely to produce equivalent therapeutic or diagnostic results as to the diagnosis or treatment of that patient's illness, injury or disease. For the purposes of this definition, "generally accepted standards of medical practice" means standards that are based on credible scientific evidence published in peer-reviewed medical literature generally recognized by the relevant medical community or otherwise consistent with the standards set forth in policy issues involving clinical judgment.

**Nurse**

means a licensed graduate Registered Nurse (R.N.) or a Licensed Practical Nurse (L.P.N.) who is not:

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

**Outpatient**

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

**Physician**

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

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

Where the term Physician is used, coverage would also include services of Physician Assistant, Chiropractor, Certified Nurse Practitioners, Certified Psychiatric-Mental health clinical Nurse Specialist and Certified Nurse Midwives if such services are within the individual's area of professional competence as established by education and licensure or certification.

**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.

**School**

the participating School where the Insured Person is enrolled or employed. The School must be licensed or accredited, as applicable, by the jurisdiction where it is located, to provide the care, education or training for which the Insured Person is enrolled.

**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**

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<b>Eligibility</b>	A person is eligible for insurance under this Policy when He meets the definition of Eligible Person shown in the <i>Schedule of Benefits</i> . An Eligible Person may be insured under only one covered class, even though He may be eligible under more than one covered class.
<b>Effective Date of Changes</b>	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.
<b>Policy Effective Date</b>	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.
<b>Termination of Insurance</b>	<p>Insurance for the Insured Person will end on the earliest of:</p> <ol style="list-style-type: none"><li>1. the date the person is no longer in an Eligible Class;</li><li>2. the end of the period for which the last premium is made; or</li><li>3. the date this Policy ends.</li></ol> <p>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:</p> <ol style="list-style-type: none"><li>1. the end of the Benefit Period; and</li><li>2. the date benefits equal to any applicable benefit limit or maximums, as shown in the <i>Schedule of Benefits</i>, have been paid.</li></ol>
<b>Effective Date for Individuals</b>	<p>Insurance becomes effective for the Eligible Person who enrolls and agrees to make the required contributions, on the earlier of the following dates:</p> <ol style="list-style-type: none"><li>1. the first day of School or, if earlier, of a Supervised and Sponsored School Activity or a Covered Activity, if the completed enrollment form and the required premium payment is received by the Company or its designated authorized agent before the end of the School enrollment period; and</li><li>2. the date the completed enrollment form and the required premium payment is received by the Company or its or its designated authorized agent.</li></ol> <p>In no event will insurance for the Eligible Person become effective before the Policy Effective Date.</p>

## COMMON EXCLUSIONS

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In addition to any benefit or coverage specific exclusion, benefits will not be paid for any loss which directly or indirectly, in whole or in part, is caused by or results from any of the following unless coverage is specifically provided 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. declared or undeclared war or act of war or any act of declared or undeclared war unless specifically provided by this Policy;
4. flight in, boarding or alighting from an Aircraft, except as a passenger on a regularly scheduled commercial airline;
5. parachuting;
6. Travel in or on any off-road motorized vehicle that does not require licensing as a motor vehicle;
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, Accidental ingestion of contaminated food, or purposeful ingestion of controlled drugs;
8. voluntary use of any controlled substance as defined in title II of the Comprehensive Drug Abuse Prevention and control Act of 1970, as now or hereafter amended; unless as prescribed by his Physician for the Insured Person;
9. injuries compensable under Workers' Compensation law or any similar law, except where an employee is a corporate officer and where a sole proprietor or business partner is not covered by the provisions of chapter 568;
10. practice or play in Senior High Interscholastic Football and/or Senior High Interscholastic Sports, including travelling to and from games and practice, unless specifically provided for in the Master Insurance Application;
11. participation in any sports activity not specifically authorized, sponsored and supervised by the Policyholder, whether or not it takes place on the Policyholder's premises or during normal School hours, including snowboarding skiing and ice hockey;
12. 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

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### **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.

### **Conditional Claim Payment**

If the Insured Person incurs expenses for Covered Injuries and in Our opinion a third party may be liable, the Company will pay benefits if the Insured Person first agrees in writing to refund the lesser of:

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

### **Legal Actions**

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

### **Physical Examination And Autopsy**

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

**Proof of Loss**

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

As permitted by law, 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. If the Insured Person recovers from anyone liable for the Covered Loss, the Company will be reimbursed first from such recovery to the extent of the Company's payments to the Insured Person. 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

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### **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

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

<b>Noncompliance with Policy Requirements</b>	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.
<b>Policy Changes</b>	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.
<b>Records</b>	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.
<b>Reporting Requirements</b>	<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"> <li>1. the names of all persons insured on the Policy Effective Date;</li> <li>2. the names of all persons who are insured after the Policy Effective Date;</li> <li>3. the names of those persons whose insurance has terminated; and</li> <li>4. additional information required by the Company.</li> </ol> <p>The Company may, at the Company's sole discretion, waive reporting of any information specified above.</p>
<b>Workers' Compensation</b>	This Policy is not in lieu of and does not affect any requirements for coverage by any Workers' Compensation Act or similar law.

## CONDITIONS OF COVERAGE

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

### 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.

### 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;

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.

**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**

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 any time while insured by this Policy.

**Exclusions**

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



## DESCRIPTION OF BENEFITS

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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 a Thumb and Index Finger 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 Accidental Death and Dismemberment 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*.

**Primary Medical Expense** The Company will pay the Medically Necessary Covered Expenses without regard to any Other Health Care Plan the Insured Person may have, after any applicable Deductible is satisfied.

**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*.

**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, 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.

**Outpatient Nursing Services**

The Company will pay Medically Necessary Covered Expenses incurred for Outpatient services rendered by a Nurse.

**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 Company will also pay if a Physician specifically requests that a non-generic drug be dispensed to the Insured Person.

**Eyeglasses, Contact Lenses, Hearing Aids**

The Company will pay Medically Necessary Covered Expenses incurred for eyeglasses and contact lenses or hearing aids when purchase and fitting is necessary to treat a Covered Injury and/or repair or replacement, when damaged in a Covered Accident, for which the Insured Person has incurred other Medically Necessary Covered Expenses.

## Definitions

For purposes of this Accident Medical Benefit:

**Benefit Period** means a period, shown in the *Schedule of Benefits* and commencing with the date of the first Medically Necessary Covered Expense incurred for treatment of a Covered Injury sustained in a Covered Accident, during which benefits are payable.

**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.

**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.

## LIMITATIONS AND EXCLUDED EXPENSES

**Limitation for Motor Vehicle Accidents** Benefits will be paid for Covered Expenses incurred for treatment of Covered Injuries that result directly and independently of all other causes from a Covered Accident that occurred while the Insured Person was riding in or driving a Motor Vehicle. Benefits will not exceed the Benefit Limit shown in the *Schedule of Benefits*.

**Limitation for Voluntary School Coverage** If benefits are payable for any Covered Loss under (1) Voluntary Coverage and (2) coverage for which the Policyholder pays the entire premium. Benefits will be payable first under the coverage paid for by the Policyholder.

## EXCLUDED EXPENSES

For the purposes of this Accident Medical Benefit, the following will not be considered Medically Necessary Covered Expenses unless coverage is specifically provided:

1. expenses payable by any automobile insurance policy without regard to fault.
2. cosmetic surgery, except for reconstructive surgery needed as the result of a Covered Injury.
3. examination or prescriptions for, or purchase, repair or replacement of, eyeglasses, contact lenses;
4. services or treatment provided by persons who do not normally charge for their services, unless there is a legal obligation to pay;

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

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

## ACCIDENTAL INGESTION BENEFIT

The Company will pay the Benefit Amount in the *Schedule of Benefits*, subject to all applicable conditions and exclusions, if the Insured Person requires emergency medical care arising from accidental ingestion or consumption of a controlled drug.

Benefits will be paid for confinement as an Inpatient in a Hospital, whether or not operated by the state and for Covered Expenses incurred while other than an Inpatient in a Hospital,

**Definitions** For purposes of this Benefit:

**Covered Expenses** means the reasonable charges for treatment deemed necessary under generally accepted medical standards.

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

## AMBULANCE BENEFIT

The Company will pay the Benefit Amount shown in the *Schedule of Benefits*, subject to all applicable conditions and exclusions, if the Insured Person requires Medically Necessary ambulance services due to a Covered Loss.

The ambulance services provided must be for transportation from the scene of the Covered Accident or from the place of the Covered Activity to a Hospital.

### Exclusions

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

## HOME HEALTH CARE BENEFIT

The Company will pay the Benefit Amount shown in the *Schedule of Benefits*, subject to all applicable conditions and exclusion, if the Insured Person requires Home Health Care for treatment of a Covered Accident. Home Health Care must be rendered to the Insured Person by a Home Health Care Agency, up to the maximum number of visits, as shown in the *Schedule of Benefits*, for:

1. part-time or intermittent nursing care by a registered nurse or by a licensed practical nurse under the supervision of a registered nurse, if the services of a registered nurse are not available;
2. part-time or intermittent home health aide services, consisting primarily of patient care of a medical or therapeutic nature by other than a registered or licensed practical nurse;
3. physical, occupational or speech therapy;
4. medical supplies, drugs and medicines prescribed by a Physician, an advanced practice registered nurse or a Physician assistant and laboratory services to the extent such charges would have been covered under the policy or contract if Insured Person had remained or had been confined in the hospital;
5. Medical Social Services provided to or for the benefit of an Insured Person diagnosed by a Physician as terminally ill with a prognosis of six months or less to live.

Each visit by a representative of a Home Health Agency shall be considered as one Home Health Care visit; four hours of home health aide service shall be considered as one Home Health Care visit.

If an Insured Person is eligible for Home Health Care coverage under more than one policy, the Home Health Care benefits shall only be provided by that policy which would have provided the greatest benefits for hospitalization if the Insured Person had remained or had been hospitalized.

### Definitions

For purposes of this Benefit:

**Home Health Care** means the continued care and treatment of an Insured Person who is under the care of a Physician but only if (1) continued hospitalization would otherwise have been required if home health care was not provided, except in the case of an Insured Person diagnosed by a Physician as terminally ill with a prognosis of six months or less to live, and (2) the plan covering the home health care is established and approved in writing by such Physician within seven days following termination of a hospital confinement as a resident inpatient for the same or related condition for which the Insured Person was hospitalized, except that in the case of a Insured Person diagnosed by a Physician as terminally ill with a prognosis of six months or less to live, such plan may be so established and approved at any time irrespective

of whether such seven-day period, and (3) such home health care is commenced within seven days following discharge, except in the case of a Insured Person diagnosed by a physician as terminally ill with a prognosis of six months or less to live.

**Home Health Agency** means an agency or organization which meets each of the following requirements: (1) It is primarily engaged in and is federally certified as a home health agency and duly licensed, if such licensing is required, by the appropriate licensing authority, to provide nursing and other therapeutic services, (2) its policies are established by a professional group associated with such agency or organization, including at least one physician and at least one registered nurse, to govern the services provided, (3) it provides for full time supervision of such services by a Physician or by a registered nurse, (4) it maintains a complete medical record on each patient, and (5) it has an administer.

**Hospital** means an institution which is primarily engaged in providing, by or under the supervision of Physicians, to Inpatients (1) diagnostic, surgical and therapeutic services for medical diagnosis, treatment and care of injured, disabled or sick persons, or (2) medical rehabilitation services for the rehabilitation of injured, disabled or sick persons, provided Hospital shall not include a residential care home, nursing home, rest home or alcohol or drug treatment facility, as defined in section Connecticut General Statutes § 19a-490.

**Medical Social Services** mean services rendered, under the direction of a physician by a qualified social worker holding a master's degree from an accredited school of social work, including but not limited to (1) assessment of the social, psychological and family problems related to or arising out of such Insured Person's illness and treatment; (2) appropriate action and utilization of community resources to assist in resolving such problems; (3) participation in the development of the overall plan of treatment for such Insured person.

## **Exclusions**

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



# 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](mailto: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").