# BLANKET ACCIDENT POLICY/CERTIFICATE

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

Administrative Office: Princeton, NJ 08540

Home Office: 1 University Square Drive, Suite 200 111 South Wacker Drive, Suite 3500 Chicago, IL 60606

POLICYHOLDER: Bloomsburg Area School District

POLICY NUMBER: KAMB-65398-22 POLICY EFFECTIVE DATE: August 5, 2021

POLICY TERM: August 5, 2021 Through August 4, 2022

POLICY ANNIVERSARY DATE: August 5

STATE OF ISSUE: Pennsylvania

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

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. 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:

#### MANDATORY INTERSCHOLASTIC SPORTS COVERAGE

Class: All enrolled students of the Policyholder while participating in Supervised and Sponsored Sports Activities.

### **VOLUNTARY STUDENT ACCIDENT COVERAGE**

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

### **COMPULSORY STUDENT ACCIDENT COVERAGE**

Class All enrolled students of the Policyholder

#### **CONDITIONS OF COVERAGE**

The benefits provided by this Policy 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)

### **COMPULSORY STUDENT ACCIDENT COVERAGE**

**SCHOOL COVERAGE** 

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

**Covered Travel:** Included

Covered Overnight Travel: Not Included

### MANDATORY INTERSCHOLASTIC SPORTS COVERAGE

#### SPORTS COVERAGE

Covered Activities: While participating in Supervised and Sponsored Sports Activities of the Policyholder, including Junior High School Sports and Senior High School Sports, Band and Cheerleading. Coverage is also included for participating in officially scheduled and authorized Off Season Physical Conditioning sessions. established by and under the direct supervision of a regularly employed coach or trainer, which takes place at a designated facility on the premises or in close proximity to the School. Off Season Physical Conditioning means any activity listed herein which is not the play or practice involving bodily contact of any sport which is performed in accordance with the above. The activities which will be covered for Off Season Physical Conditioning include, but are not limited to: running, swimming, rope jumping, cycling, weight training, calisthenics and aerobic exercises.

**Personal Deviations Covered Covered Sports Travel Covered Overnight Travel Sports Organization** 

No Included Included The Policyholder

#### **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 (If selected on the Master Insurance Application)

# Primary Excess Medical Expense (If selected on the Master Insurance Application)

Primary Excess Maximum Amount (as selected on the Master Insurance Application)
Other Health Care Plan Reduction 50%

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

Benefit Limit for Covered Losses from any one \$10,000

Motor Vehicle Accident

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**

#### **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 (If Selected on the Master Application)

Covered Sports Conditions: bursitis; sprains; Usua

hernia; muscle tears; tendonitis; and repetitive

motion injuries

**Usual and Customary Charges** 

Heart and Circulatory Conditions (If Expanded Sports Medical Coverage is Selected on the Master Application)

Covered Heart and Circulatory Conditions Usual and Customary Charges

Plan A

(If Selected on the Master Application) **Inpatient Hospital Services** 

Maximum Benefit (per person, per incident)

Room and Board Expenses

Average semi-private up to \$500 per day

Intensive Care Unit

Usual and Customary Charges \$1,000 per day

not to exceed 7days

**Hospital Miscellaneous Expenses** 

(Nurse Services, Inpatient Orthopedic Appliances, X-ray, laboratory tests, Inpatient Physiotherapy, Nurse services, 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 a maximum

benefit of \$5,000

In-Hospital Physiotherapy

Usual and Customary Charges, maximum of 30

visits

**Outpatient Orthopedic Appliances** 

\$500.00

**In-Hospital Orthopedic Appliances** 

\$950.00

**Ambulatory Medical Center** 

**Usual and Customary Charges** 

**Emergency Room Treatment (when Hospital** 

Confinement is not required)

\$300.00

**Physician Services** 

Surgery

Usual and Customary Charges in accordance with the 1974 Revised California Relative Value Studies, 5th Edition having a conversion factor of

\$150.00 Unit Value

Assistant Surgeon

Second Opinion or Consultation Anesthesia and its Administration

In-Hospital Visits Office Visits

35% of surgical allowance

\$150.00 maximum

35% of surgical allowance Usual and Customary Charges **Usual and Customary Charges** 

Outpatient X-ray, CT Scan, MRI

\$350.00

**Outpatient Laboratory Tests Outpatient Physiotherapy** 

\$350.00

(includes acupuncture; microthermy;

manipulation; diathermy; massage therapy; heat

treatment; and ultrasonic treatment)

\$40/visit, maximum of 10 visits

**Outpatient Nursing Services** 

**Ambulance Services (Air and Ground)** 

Usual and Customary Charges **Usual and Customary Charges** 

#### **Dental Services**

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.

\$400 per tooth Usual and Customary Charges for braces

Replacement of caps, crowns, dentures, and orthodontic appliances (including braces), fillings, inlays, crozat appliances, endodontics, oral surgery, examinations and x-ray services as a result of injury

\$750.00

**Eyeglasses, Contact Lenses, Hearing Aids** 

**Usual and Customary Charges** 

**Outpatient Prescription Drugs** 

**Usual and Customary Charges** 

Plan AA

(If Selected on the Master Application)

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

**Inpatient Hospital Services** 

Room and Board Expenses

**Usual and Customary Charges** 

Intensive Care Unit

Usual and Customary Charges not to exceed 7

days

**Hospital Miscellaneous Expenses** 

(Nurse Services, Inpatient Orthopedic Appliances, X-ray, laboratory tests, Inpatient Physiotherapy, Nurse services, pre-admission tests and all necessary charges other than room and board, for services received during a Hospital Stay) **Usual and Customary Charges** 

In-Hospital Physiotherapy

Usual and Customary Charges, maximum of 30

visits

**Outpatient Orthopedic Appliances** 

**Usual and Customary Charges** 

**In-Hospital Orthopedic Appliances** 

**Usual and Customary Charges** 

**Ambulatory Medical Center** 

**Usual and Customary Charges** 

Emergency Room Treatment (when Hospital

Confinement is not required)

\$400.00

\$650.00

**Physician Services** 

Surgery

Usual and Customary Charges in accordance with the 1974 Revised <u>California</u> Relative Value Studies, 5<sup>th</sup> Edition having a conversion factor of

\$180.00 Unit Value

Assistant Surgeon Second Opinion or Consultation Anesthesia and its Administration

In-Hospital Visits Office Visits 40% of surgical allowance Usual and Customary Charges 40% of surgical allowance Usual and Customary Charges Usual and Customary Charges

Outpatient X-ray, CT Scan, MRI

Outpatient Laboratory Tests
Outpatient Physiotherapy

ationt Dhysiotherapy \$50/vic

(includes acupuncture; microthermy;

manipulation; diathermy; massage therapy; heat

treatment; and ultrasonic treatment)

\$650.00 \$50/visit, maximum of 10 visits

**Outpatient Nursing Services** 

**Ambulance Services (Air and Ground)** 

Usual and Customary Charges Usual and Customary Charges

#### **Dental Services**

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

**Usual and Customary Charges** 

Replacement of caps, crowns, dentures, and orthodontic appliances (including braces), fillings, inlays, crozat appliances, endodontics, oral surgery, examinations and x-ray services as a result of injury

**Usual and Customary Charges** 

**Eyeglasses, Contact Lenses, Hearing Aids** 

**Usual and Customary Charges** 

**Outpatient Prescription Drugs** 

**Usual and Customary Charges** 

# Plan AAA (If Selected on the Master Application)

Maximum Benefit (per person, per incident)

# **Inpatient Hospital Services**

Room and Board Expenses Usual and Customary Charges

Intensive Care Unit Usual and Customary Charges

#### **Hospital Miscellaneous Expenses**

(Nurse Services, Inpatient Orthopedic Appliances, X-ray, laboratory tests, Inpatient Physiotherapy, Nurse services, pre-admission tests and all necessary charges other than room and board, for services received during a Hospital Stay) **Usual and Customary Charges** 

In-Hospital Physiotherapy

Usual and Customary Charges, maximum 30

visits

**Outpatient Orthopedic Appliances** 

**Usual and Customary Charges** 

**In-patient 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 in accordance

with the 1974 Revised <u>California</u> Relative Value Studies, 5<sup>th</sup> Edition having a conversion factor of

**Usual & Customary Charges** 

Assistant Surgeon

Second Opinion or Consultation Anesthesia and its Administration

In-Hospital Visits Office Visits Usual and Customary Charges Usual and Customary Charges Usual and Customary Charges Usual and Customary Charges Usual and Customary Charges

Outpatient X-ray, CT Scan, MRI
Usual and Customary Charges

**Outpatient Laboratory Tests** 

**Outpatient Physiotherapy** 

(includes acupuncture; microthermy; manipulation; diathermy; massage therapy; heat

treatment; and ultrasonic treatment)

Usual and Customary Charges

Usual and Customary Charges, maximum 30

visits

Outpatient Nursing Services

**Ambulance Services (Air and Ground)** 

Usual and Customary Charges Usual and Customary Charges

#### **Dental Services**

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.

**Usual and Customary Charges** 

Replacement of caps, crowns, dentures, and orthodontic appliances (including braces), fillings, inlays, crozat appliances, endodontics, oral surgery, examinations and x-ray services as a result of injury

**Usual and Customary Charges** 

**Eyeglasses, Contact Lenses, Hearing Aids** 

**Usual and Customary Charges** 

**Outpatient Prescription Drugs** 

**Usual and Customary Charges** 

# **BENEFITS**

### ACCIDENTAL DEATH AND DISMEMBERMENT BENEFITS

The Loss of Life benefit for Students insured under Senior High School Football or all Interscholastic Sports Insurance is increased to \$15,000

Covered Loss must occur within 365 days of the Covered Accident (Loss period does not apply to Loss of Life)

Covered Loss	Benefit Amount
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
Exposure and Disappearance	Included

# 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 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.

#### **Aircraft**

means a vehicle which:

- 1. has a valid Airworthiness Certificate; and
- 2. 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 1st through December 31st of any year.

# Common Carrier or Public Conveyance

means:

- a Conveyance, including Aircraft, licensed for hire to carry farepaying passengers; or
- 2. 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 Schedule of Benefits and:

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

#### **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 is external to the body and 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 Schedule of Benefits.

#### He, His, Him

refers to any individual, male or female.

# Hospital

means an institution that meets all of the following:

- 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.

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

- 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 *Schedule of Benefits*, 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

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.

#### 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

means the participating School where the Insured Person is enrolled. 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**

#### **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.

### **Effective Date for Individuals**

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

- 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
- 2. the date the completed enrollment form and the required premium payment is received by the Company or its or its designated authorized agent

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

#### **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;
- declared or undeclared war or act of war or any act of declared or undeclared war unless specifically provided by this Policy:
- flight in, boarding or alighting from an Aircraft, except as a passenger on a regularly scheduled commercial airline;
- 6. parachuting;
- 7. travel in or on any off-road motorized vehicle that does not require licensing as a motor vehicle;
- 8. 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 indirectly from the treatment except for any bacterial infection resulting from an Accidental external cut or wound or Accidental ingestion of contaminated food;
- a cardiovascular, event or stroke resulting, directly and independently of all other causes, from exertion, as verified by a Physician, while the Insured Person participates in a Covered Activity (does not apply to Voluntary Coverage) (does not apply if Expanded Sports Medical Coverage is Selected on the Master Application);
- 10. 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;
- 11. injuries compensable under Workers' Compensation law or any similar law;
- 12. 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;
- 13. 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;
- 14. 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;
- 15. 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.

#### **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

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**

#### 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;
- 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 *Schedule of Benefits* are eligible for insurance under this Policy.

#### **Assignment**

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.

This insurance may not be levied on, attached, garnished, or otherwise taken for a person's debts unless contrary to law.

#### 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**

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.

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.

### **Examination of the Policy**

This Policy will be available for inspection at the Policyholder's office during regular business hours.

#### Incontestability

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.

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.

#### 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**

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

- 1. the names of all persons insured on the Policy Effective Date;
- the names of all persons who are insured after the Policy Effective Date:
- 3. the names of those persons whose insurance has terminated; and
- 4. additional information required by the Company.

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

#### **Workers' Compensation**

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

# **CONDITIONS OF COVERAGE**

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;
- 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 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;
- 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 is participating.

**Supervised and Sponsored School Activity** does not include participating in tryouts, practice, workouts, training sessions and meetings or any competitions or games for any sport, football and hockey.

#### **Exclusions**

- 1. This coverage will not be in effect during travel to or from any Supervised and Sponsored School Activity if:
  - a. the School provides transportation to and from it for a group of two or more Insured Persons: and
  - b. the Insured Person is travelling to or from it by another means of transportation.
- 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 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.

#### 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.

#### **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 practice or training;
- 2. regularly-scheduled competition or exhibition game;
- 3. a scheduled tryout, workout session or team meeting;
- 4. a Supervised and Sponsored Sports Activity; or
- 5. Covered 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; and
- 2. is sponsored, organized or otherwise provided, 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 travel to or from any Supervised and Sponsored Sports Activity if:
  - a. the Sports Organization provides transportation to and from it for a group of two or more Insured Persons; and
  - b. the Insured Person is travelling to or from it by another means of transportation.
- 3. This coverage will not be in effect during the Insured Person's Personal Deviation.
- 4. 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.

### **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 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.

Primary Medical Expense (If selected in the Voluntary Student Accident Coverage on the Master Insurance Application) 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.

Primary Excess Medical Expense (If selected on the Master Insurance Application)

The Company will pay the Medically Necessary Covered Expenses, up to the Primary Excess Benefit shown in the *Schedule of Benefits* after the Insured Person satisfies any Deductible without regard to any Other Health Care Plan the Insured Person may have. The Company will then pay Covered Expenses:

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

The Company will pay benefits without regard to any Coordination of Benefits provisions 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* or the amount the Other Health Care Plan would have paid had its services or facilities been utilized if:

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

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

#### **Covered Expenses**

The Company will pay the benefits shown in the *Schedule of Benefits* for 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*:
- 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 For Covered Sports Conditions

The Company will pay Medically Necessary Covered Expenses incurred 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 Condition 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.

# 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.

# **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.

# Hospital 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, preadmission 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 in the same operative field will be considered as one procedure. However, the Company will pay up to 100% of the benefit for a surgical procedure when more than one surgical procedure through different operating fields is performed during the same surgical session;
- 2. Medically Necessary Covered Expenses charged by an assistant surgeon assisting a Physician performing a surgical procedure;
- 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
- 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.

#### **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.

#### **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
- 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.

# 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 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.

### 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*.

# **Excluded Expenses**

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; and
- 4. services or treatment provided by persons who do not normally charge for their services, unless there is a legal obligation to pay.
- 5. treatment of injuries that result over a period of time (such as blisters, tennis elbow, etc.), and that are a normal, foreseeable result of participation in the Covered Activity (does not apply to Voluntary Coverage) (does not apply if Expanded Sports Medical Coverage is Selected on the Master Application); or
- 6. treatment of an injury resulting from or contributed to by frostbite, fainting or seizures, or heatstroke or heat exhaustion (does not apply to Voluntary Coverage) (does not apply if Expanded Sports Medical Coverage is Selected on the Master Application).

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 Benefit are in the Common Exclusions Section.

#### ACCIDENTAL DENTAL CARE AND SURGICAL BENEFIT RIDER

Underwritten by: AXIS INSURANCE COMPANY 111 South Wacker Drive, Suite 3500 Chicago, Illinois 60606 (A Stock Company)

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

Policyholder: Bloomsburg Area School District

Policy Number: KAMB-65398-22

Effective Date of this Rider: August 23, 2021

This Rider is attached to and made part of the Policy as of the Effective Date shown above. It is subject to all of the provisions, limitations and exclusions of the Policy except as they are specifically modified by this Rider. See the *Schedule of Benefits* of the Policy for the applicability of this Rider with respect to each class of Insured Persons and each Condition of Coverage.

#### RIDER SCHEDULE:

**Benefit Amount:** Usual and Customary Charges, up to \$100,000 **Treatment Must Begin Within**: 90 days of the Covered Injury

Initial Treatment Period: 2 Years from the from the date of the Covered Injury

**Deferred Treatment Benefit Amount: \$1500** 

**Deferred Treatment Benefit Period:** 2 years from end of the Initial Treatment Period

# **ACCIDENTAL DENTAL CARE AND SURGICAL BENEFIT**

The Company will pay the Benefit Amount shown in the *Rider Schedule*, subject to all applicable conditions and exclusions, if the Insured Person suffers a Dental Injury that requires Dental Treatment, including dental surgery. Dental Treatment must begin within 90 days of the Dental Injury, and must be administered by a legally licensed and practicing Dentist.

The maximum amount payable for one Injury resulting in treatment by a Dentist of sound, natural teeth shall not exceed One Hundred Thousand (\$100,000).

If there is more than one way to a Dental Injury, the Company will pay benefits for the least expensive procedure provided that this meets acceptable dental standards.

#### **Deferred Treatment**

If the Insured Person's Dentist certifies, in writing, to the Claim Administrator that Dental Treatment must be deferred until after two (2) years from the date of the Dental Injury, a maximum of \$1,500 will be paid. Deferred Dental Treatment must be completed within two (2) years of the expiration of the Initial Treatment Period. The Company will not pay for any Dental Treatment without written certification.

**Definitions** For purposes of this Benefit:

**Dental Injury** means an injury or damage to the teeth gingival tissue alveoli or dental prosthesis (while in the mouth of the Insured Person or loss of dental prosthesis while in the mouth of the Insured Person which is caused solely by a force external to the mouth of the Insured Person.

**Dental Treatment** means replacement of caps, crowns, dentures, orthodontic appliances including braces, fillings, inlays, crozat appliances, endodontics, oral surgery, examinations and x-ray services required as a result of a Dental Injury.

**Exclusions** Benefits will not be payable if:

- the recommended safety equipment for protection against a Dental Injury was not worn by the Insured Person while participating in any sport or activity in which the wearing of such safety equipment is reasonably required;
- 2. the Dental treatment is necessitated by:
  - a. sickness, deterioration or disease; for cosmetic;
  - b. preventive, diagnostic or orthodontic purposes; or
  - c. any reason other than a Dental Injury: or.
- 3. the Dental Treatment is performed by anyone other than a person legally licensed under the laws of the state in which such Dental treatment occurred.

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

This Rider ends at the same time as the Policy.

The President and Secretary witness this Rider:

Secretary

President

with W. Mun

#### NON-ATHLETIC FIELD TRIP COVERAGE RIDER

Underwritten by:
AXIS INSURANCE COMPANY
111 South Wacker Drive, Suite 3500
Chicago, Illinois 60606
(A Stock Company)

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

Policyholder: Bloomsburg Area Schol District

Policy Number: KAMB-65398-22

Effective Date of this Rider: August 23, 2021

This Rider is attached to and made part of the Policy as of the Effective Date shown above. It is subject to all of the provisions, limitations and exclusions of the Policy except as they are specifically modified by this Rider. See the *Schedule of Benefits* of the Policy for the applicability of this Rider with respect to each class of Insured Persons and each Condition of Coverage.

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

Class 3: All enrolled students of the Policyholder while participating in Policyholder sponsored Non-Athletic Field Trips

#### NON-ATHLETIC FIELD TRIP COVERAGE

The Company will the pay the maximum benefit period of 52 weeks, and up to a maximum benefit per accident of \$5,000 subject to all conditions exclusions, when the Insured Person suffers a Covered Loss that occurs while the Insured Person is participating in or attending a Non-Athletic Field Trips

#### **Definitions**

Non-Athletic Field Trips means School sponsored and supervised non-athletic field trips for extracurricular activity, whether or not school is in session. This includes necessary traveling directly between his home or from the School and the location of a School sponsored non-athletic field trip or extracurricular activity whether or not School is in session. Such traveling must be under adult supervision provided by the School. When travel is by other than School bus, covered travel time shall not exceed one hour each way. This includes traveling to or from the Insured's home, School, or a School sponsored non-athletic field trip or extracurricular activity. The covered travel time includes the period before the Insured's required attendance time and the period after his dismissal or when he completes any extra duties. Overnight Field Trips, field trips of more than one day, and out-of-state field trips are not covered unless the appropriate additional premium has been paid.

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

The President and Secretary witness this Rider:

Secretary

President

Cat W. Mm

#### SCHOOL TRIP AND SPECIAL ACTIVITIES COVERAGE RIDER

Underwritten by: AXIS INSURANCE COMPANY 111 South Wacker Drive, Suite 3500 Chicago, Illinois 60606 (A Stock Company)

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

Policyholder: Bloomsburg Area School District

Policy Number: KAMB-65398-22

Effective Date of this Rider: August 23, 2021

This Rider is attached to and made part of the Policy as of the Effective Date shown above. It is subject to all of the provisions, limitations and exclusions of the Policy except as they are specifically modified by this Rider. See the *Schedule of Benefits* of the Policy for the applicability of this Rider with respect to each class of Insured Persons and each Condition of Coverage.

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

Class 3:

All enrolled students of the Policyholder, unpaid chaperones, unpaid volunteers such as cafeteria workers, hall monitors, volunteer office staff, day care workers, playground monitors who participate in School Trips and Special Activities

#### SCHOOL TRIP AND SPECIAL ACTIVITIES COVERAGE

The Company will the 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 the Insured Person is participating in or attending a School Trip and Special Activities

#### **Definitions**

#### School Trips and Special Activities means

- All overnight school sponsored class trips and field trips, including trips to Europe, that are not included in the Non-Athletic Field Trip Coverage;
- All school sponsored overnight athletic trips (for example Ski Trips);
- Coverage for all participants of the Junior & Senior Prom as sponsored and supervised by the school while on school premises or on premises as specified by the school;
- After school detention on the premises of the school district;
- K-8 on school premises after class school sponsored Day Care Programs;
- SCHOOL TO WORK programs as part of their curriculum including VO-TECH programs; and
- Civic projects, fund raisers and beautification projects.

Travel to and from any of the activities listed in this rider will be covered only when transportation is provided by the school as a group.

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

- W. M.

President

The President and Secretary witness this Rider:

Secretary

#### NOTICE REGARDING NONDISCRIMINATION

AXIS Insurance Company complies with applicable federal civil rights laws and does not discriminate on the basis of race, color, national origin, age, disability, or sex, including sex stereotypes and gender identity. Coverage for medically necessary health services is made available on the same terms for all individuals, regardless of sex assigned at birth, gender identity, or recorded gender. AXIS Insurance Company will not deny or limit coverage to any health service based on the fact that an individual's sex assigned at birth, gender identity, or recorded gender is different from the one to which such health service is ordinarily available. AXIS Insurance Company will not deny or limit coverage for a specific health service related to gender transition if such denial or limitation results in discriminating against a transgender individual.

## NOTICE OF PROTECTION PROVIDED BY PENNSYLVANIA LIFE AND HEALTH INSURANCE GUARANTY ASSOCIATION

This notice provides a brief summary regarding the protections provided to policyholders by the Pennsylvania Life and Health Insurance Guaranty Association ("the Association"). This protection was created under Pennsylvania law, which determines who and what is covered and the amounts of coverage.

The Association was established to provide protection in the unlikely event that your member life, annuity, or health insurance company, RANLI PPO, hospital plan corporation, professional health services plan corporation or health maintenance organization (member insurer) becomes financially unable to meet its obligations. If this should happen, the Association will typically arrange to provide coverage, pay claims, or otherwise provide protection in accordance with Pennsylvania law. The protection provided by the Association is not unlimited and is not a substitute for consumers' care in selecting companies that are well managed and financially stable.

Below is a brief summary of the coverages, exclusions and limits provided by the Association. This summary does not cover all provisions of the law; nor does it in any way change anyone's rights or obligations or the rights or obligations of the Association. COVERAGE

#### **Persons Covered**

Generally, individuals will be protected by the Association if the member insurer was a member of the Association and the individual lives in Pennsylvania at the time the member insurer is determined by a court to be insolvent. Coverage is also provided to policy beneficiaries, payees or assignees of such individuals.

#### **Amounts of Coverage**

The basic coverage protections provided by the Association per insured in each insolvency are limited in the aggregate to \$300,000 (or \$500,000 in the case of health benefit plans), including specific limits for the following types of coverage but not in excess of the contractual obligations of the member insurer;

#### Life insurance:

• Up to \$300,000 in death benefits including up to \$100,000 in net cash surrender or withdrawal value.

Accident, accident and health, or health insurance (including HMOs):

- Up to \$500,000 for health benefit plans, with some exceptions.
- Up to \$300,000 for disability income benefits.
- Up to \$300,000 for long-term care insurance benefits.
- Up to \$100,000 for all other types of health insurance.

#### Individual annuities

• Up to \$250,000 in the present value of benefits, including cash surrender and net cash withdrawal values.

### **LIMITATIONS AND EXCLUSIONS FROM COVERAGE**

The Association also does not provide coverage for:

 any policy or contract or portion of a policy or contract which is not guaranteed by the member insurer or for which the individual has assumed the risk, such as a variable contract sold by prospectus;

- claims based on marketing materials or other documents which are not approved policy or contract forms, claims based on misrepresentations of policy or contract benefits, and other extra-contractual claims;
- any policy of reinsurance (unless an assumption certificate was issued);
- interest rate yields or increases based on an index that exceed an average rate specified by statute;
- dividends, experience rating credits, or credits given in connection with the administration of a policy or contract by a group contractholder:
- employers' plans that are self-funded (that is, not insured by member insurer, even if member insurer administers them);
- unallocated annuity contracts (which give rights to group contractholders, not individuals) other than in limited circumstances and amounts;
- certain contracts which establish benefits by reference to a portfolio of assets not owned by the member insurer; or
- policies providing health care benefits for Medicare Parts C or D coverage, for Medicaid or under the Pennsylvania program for Comprehensive Health Care for Uninsured Children.

The following policies and persons are among those that are excluded from Association coverage:

- A policy or contract issued by an insurer that was not authorized to do business in Pennsylvania when it issued the policy or contract
- If the person is provided coverage by the quaranty association of another state
- A policy issued by 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

#### **NOTICES**

Member insurers or their agents are required by law to give or send you this notice, and are prohibited by law from using the existence of the Association to induce you to purchase any kind of insurance or other coverage. Policyholders with additional questions should first contact their member insurer or agent. To learn more about coverages provided by the Association, please visit the Association's website at <a href="www.palifega.org">www.palifega.org</a>. You can obtain additional information from the Association by contacting it at the address below. You may also contact the Pennsylvania Insurance Department to file a complaint with the Pennsylvania Insurance Commissioner to allege a violation of any provisions of Pennsylvania laws and regulations relating to insurance including the law establishing the Association:

Pennsylvania Life and Health Insurance Pennsylvania Insurance Department Guaranty Association 1209 Strawberry Square 290 King of Prussia Road Harrisburg, PA 17120 Radnor Station Building 2, Suite 218 1-877-881-6388 Radnor, PA 19087 www.insurance.pa.gov (610) 975-0572

The summary information provided by this notice and on the Association's web site do not limit or alter the more comprehensive and detailed provisions of the law and are subject to change without notice. The statements made herein are for information purposes only. The Association has not reviewed any specific policy, or verified the information provided regarding residency or other relevant factors. Moreover, whether coverage will be provided to any specific policyholder can only be determined by reference to the statute in effect, at the earliest, at the time that the member insurer is declared insolvent. No final determination of coverage can be made until a member insurer is declared insolvent and the specific factual and legal circumstances can be reviewed. Nothing contained herein is intended to guarantee coverage for any insured, or to bind the Association in any way. Finally, this summary and the Association's web site are for general information purposes and should not be relied upon as legal advice.

## 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 confidentially 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 student health 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.

## **HIPAA PRIVACY NOTICE**

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:**

## **HIPAA PRIVACY NOTICE**

AXIS Insurance Company
1 University Square Drive, Suite 200
Princeton, NJ 08540
888.870.AXIS (2947)
General questions - please send to <u>USSales.AccHealth@axiscapital.com</u>

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

Effective June 1, 2011

## 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").

## AXIS INSURANCE COMPANY (A Stock Company)

(Herein called the Company)

Administrative Office: Home Office:

1 University Square Drive, Suite 200 111 South Wacker Drive, Suite 3500

Princeton, NJ 08540 Chicago, IL 60606

POLICYHOLDER: Bloomsburg Area School District

POLICY NUMBER: KAMB-65398-22

POLICY EFFECTIVE DATE: August 5, 2021

POLICY ANNIVERSARY: August 5

STATE OF ISSUE: Pennsylvania

This Amendment is attached to and made part of the Policy effective August 5, 2021 at 12:01 AM, Standard Time. Any changes in coverage apply only with respect to covered losses that occur on or after that date. Any changes in premium apply as of the first premium due date on or after the effective date of this Amendment.

I. It is hereby agreed and understood that the **PREMIUM RATE TABLE** as provided by this Policy is deleted in its entirety and replaced with the following:

#### 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:

\$ 11,169.00 is due and payable for the Policy Term, which is also the premium rate guarantee period.

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

Premium Due Date: Policy Effective Date

Mode of Premium Payment: Annually

Initial Premium \$11,169.00

The initial premium is subject to a minimum premium. The minimum premium is 75% of the initial premium. The minimum is fully earned and non-refundable.

#### For K-12: ⊠ Included □ Not Included

The initial premium assumes a per-person distribution of premium across your planned covered activities. The following table lists common sports and includes School covered activities. If one or more of the sports is not one of your typical planned activities and/or if you did not elect to cover School covered activities, the percentages below shall be reallocated proportionally by the remaining typical planned covered activities.

#### For ICS: ☐ Included ☐ Not Included

The initial premium assumes a per-person distribution of premium across your planned covered activities. The following table lists common sports. If one or more of the sports is not one of your typical planned activities the percentages below shall be reallocated proportionally by the remaining typical planned covered activities.

Sports	Premium Allocation
Band	1.46%
Baseball	2.93%
Basketball	2.93%
Bowling	1.46%
Cheerleading (Competitive)	4.02%
Cheerleading (Standard)	3.66%
Cross Country	2.19%
Drill Team / Dance Team	2.19%
Equestrian	3.66%
Fencing	2.19%
Field Hockey	2.56%
Football (Fall - Tackle)	4.39%
Football (non-Tackle)	2.93%
Football (Spring - Tackle)	4.39%
Golf	1.46%
Gymnastics	3.29%
Ice Hockey	3.29%
Lacrosse	2.93%
Riflery	2.19%
Rodeo	5.12%
Rowing & Crew	2.56%
Rugby	4.39%
Skiing	3.29%
Soccer	3.66%
Softball	2.93%
Swim & Diving	2.56%
Tennis	2.56%
Track	2.19%
Volleyball	2.56%
Water Polo	2.19%
Weightlifting / Powerlifting	2.56%
Wrestling	3.29%
Student coaches, prospects, recruits, other	1.00%
School Covered Activities (non-sports)	5.00%

**II.** It is hereby agreed and understood that the ADMINISTRATIVE PROVISIONS section as provided by this Policy is amended to include the following:

#### **ADMINISTRATIVE PROVISIONS**

#### **Refund of Premium**

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

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

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

This Amendment expires concurrently with the Policy and is subject to all of the provisions, limitations and conditions of the Policy except as they are specifically modified by this Amendment.

The President and Secretary of AXIS Insurance Company witness this Amendment:

Secretary

President

and W. Mun

## AXIS INSURANCE COMPANY (A Stock Company)

(Herein called the Company)

Administrative Office: Home Office:

1 University Square Drive, Suite 200 111 South Wacker Drive, Suite 3500

Princeton, NJ 08540 Chicago, IL 60606

# BLANKET ACCIDENT POLICY/CERTIFICATE AMENDMENT

POLICY AMENDMENT NO.1

**COMMON EXCLUSIONS** 

POLICYHOLDER: Bloomsburg Area School District

POLICY NUMBER: KAMB-65398-22

POLICY EFFECTIVE DATE: August 23, 2021 POLICY ANNIVERSARY: August 23

STATE OF ISSUE: Pennsylvania

This Amendment is attached to and made part of the Policy effective August 23, 2021 at 12:01 AM, Standard Time. Any changes in coverage apply only with respect to covered losses that occur on or after that date. Any changes in premium apply as of the first premium due date on or after the effective date of this Amendment.

It is hereby agreed and understood that the Policy is amended as follows:

The following Common Exclusion will not apply when 24-hour Coverage is selected on the Master Insurance Application

• 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.

#### No Change in Premium

This Amendment expires concurrently with the Policy and is subject to all of the provisions, limitations and conditions of the Policy except as they are specifically modified by this Amendment.

Can W. Mun

The President and Secretary of AXIS Insurance Company witness this Amendment:

Secretary

On Mike

BACC-005-0909 1 20170901



## **AXIS INSURANCE COMPANY**

(AN ILLINOIS COMPANY)

Policy Number: KAMB-65398-22

## **ACCIDENT MEDICAL MASTER INSURANCE APPLICATION**

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

Policyholder (full legal name): Bloomsburg Area School Dis	strict	
Street Address: 728 East Fifth Street		
City: Bloomsburg	State: PA Zip Code: 17815	
olicyholder's E-mail Address: dmarsiglio@bloomsd.k12.p		
Grades Included: K-12 Estimated # of Student	s:1578	
VOLUNTARY STUDENT	ACCIDENT COVERACE	
Plan: AA	ACCIDENT COVERAGE  Accident Medical Benefit:	
☐ Includes Sports Other than Senior High School Football	□ Primary	
⊠ Excludes Sports  ☑ Excludes Sports	☑ Primary  ☑ Primary Excess / Maximum Amount: \$ 100.00	
Effective Date: Aug. 23 rd., 2021	Benefit Period: 1 (years)	
Termination Date: August 22, 2022	Total Maximum for All Accident Medical Benefits: \$ 1,000,000	
Accidental Death Principal Sum: \$5,000	⊠ School Time Rate: \$ 30.00	
	☑ 24-Hour Rate: \$ 116.00	
	□ 24- Hour Wrap Around Rate: \$	
COMPULSORY STUDEN	T ACCIDENT COVERAGE	
Plan:	Accident Medical Benefit:	
☐ Includes Sports Other than Senior High School Football	□ Primary Excess / Maximum Amount: \$	
☐ All Sports ☐ Excludes Sports	Benefit Period: (years)	
Effective Date:	Total Maximum for All Accident Medical Benefits: \$	
Termination Date:		
Accidental Death Principal Sum: \$5,000	Flat Rate: \$	
OPTIONAL	COVERAGES	
Special Activities Coverage (Plan AA)	☐ Felonious Assault and Violent Crime Benefit	
MANDATORY INTERSCHOL	ASTIC SPORTS COVERAGE	
Plan: AAA	Accident Medical Benefit Plan:	
⊠ Senior High School Football	☑ Primary Excess / Maximum Amount: \$ 100.00	
Band and Cheerleader	Benefit Period: 2 (years)	
⊠ Senior High School Sports	Total Maximum for All Accident Medical Benefits: \$ 1,000,000	
Effective Date: August 5, 2021	Termination Date: August 4, 2022	
Accidental Death Principal Sum: \$15,000	Flat Rate: \$ 11,169.00	



## AXIS INSURANCE COMPANY

(AN ILLINOIS COMPANY)

Notes: Includes Off Season Conditionin	g Coverage
The terms of the policy when issued will govern.	of insurance may vary in certain states as required by the laws of those states It is agreed the insurance applied for will not become effective unless a) this surance Company based on current rules and requirements; b) the policy is remium is paid when due.
requested insurance. Any person who know files an application for insurance or statemer	ntained in this application is true and correct and forms the basis of the ingly and with intent to defraud any insurance company or other person it of claim containing any materially false information or conceals for the graph fact material thereto commits a fraudulent insurance act, which is a number of any civil penalties.
Dat Al Mary Co	David J. Marsiglio, CPA, CGMA, PRSBA, Business Administrator
Authorized Signature of the Applicant  5 / 70 / 70 2 /  Date:	Printed Name of Applicant's Authorized Representative
Licensed Broker/Agent Signature Address: 317 Main Street	Henry Dunn, Inc.  Printed/Typed Name of Agent/Broker
City: Towanda	State: PA
Zip code: 18848 Telephone Number: 207-354-0065	Federal I.D. Number: 23-1638431
Telephone Number: 207-354-0065 License Number: 35 7838	Date:
Regional Sales Manager/Agent Signature	Printed/Typed Name of Regional Sales Manager/Agent
Address: City:	State:
Zip code:	Federal I.D. Number: Date:
Return Application to: ALIVE RISK Holly Wilson - HWilson@aliverisk.com (215) 946-8888 / 888-533-7654	



## How to file a Medical Claim

(For Special Risk, Sports, Campers, Youth Groups, and Participant Accident Insurance Policies)
Attached is a claim form for your accident policy.

Please forward claims and questions to the following address:

90 Degree Benefits PO Box 6540 Harrisburg, Pa 17112 Ph: 1-800-427-9308 Fax: (717) 652-8328

Email: Student.Insurance@90degreebenefits.com

### Step 1: The Participating Organization (NOT the Parent, Claimant or Agent) should:

- Fully answer each item in Part I, The Participating Organization Statement.
- Read the fraud warning statement on page 3 and sign the form where indicated in Part I.

#### Step 2: The Parent/Guardian or Adult Claimant Should:

- Fully answer each item in Part II, including the claimant's personal information, parent's information, along with other insurance information.
- In order to ensure we receive complete claim information, we require providers to submit standardized itemized bills (called "UB04" for hospital charges and/or a "CMS-1500" for physician charges).
- Providers may bill us directly. If they do, please ensure a completed claim form has first been submitted to our office.
- If other insurance exists, include the other insurance company's corresponding Explanation of Benefits (EOBs). We are Primary over State provided Insurance (i.e. all Medicaid programs) and Non-active Duty TRICARE.
- Unless proof of payment is submitted with the medical bill (a copy of the check, a medical bill that indicates the claimant has made all or partial payment, or zero balance information) claim payment is sent directly to the medical providers.
- Review Part III, Authorizations
- Read the fraud warning statement on page 3 and sign where indicated on the bottom of the Claim Form.

#### Helpful information for submitting claims

- A fully completed Claim Form is required for each accident/injury. Claims submitted with incomplete information will be sent back to injured party, to complete missing information.
- The acceptance of a claim form by an insurance company is not an admission of coverage.
- The claimant must seek treatment, resulting in a medical expense, within 90 days of the injury. Contact our office for verification.
- Written proof of loss must be furnished to the Company within 90 days after the date of the Covered Loss or 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.

Step 3: Submit the Completed Notice of Claim (Claim Form) via either by mail, fax, or email listed above. Please note: if sending information via email, it is only used to receive incoming information. Any questions about claims please call our office.

3. Mail To

## 90 Degree Benefits PO Box 6540 Harrisburg, PA 17112 Phone: 1-800-427-9308



Fax: 717-652-8328 Email: Student.Insurance@90degreebenefits

	PART I - PARTICIPATING OI	RGANIZATION STATEMENT		
Policy Number:	Organization Name:	Event, Activity, or Sport:		
Claimant's Name (Injured Person)	The Injured Person Wa	Date and Time Of Accident:  Staff Member  Other		
Place Where Accident Occurred:	Type of Injury: (Indicat	e Part Of Body Injured - e.g. broken arm, etc.)		
Describe How Accident Occurred - Provi	de All Possible Details:			
Dental Indicate Which Teeth Wer		Condition of Injured Teeth Prior To Accident: le, Sound & Natural		
Did Accident (Check Yes or No for Each of The Following):  A. During A Participating Organization Sponsored & Supervised, or Sanctioned Activity?  B. On Activity Premises:  C. While Traveling Directly and Uninterruptedly to Or Form the Activity?  D. During A Participating Organization Practice or Competition?  E. Did Injury Result in Death:  Signature of Participating Organization Representative:  Name & Title of Participating Organization Representative:  Date:				
Signature of Furticipating Organization	representative.	The of Furticipating Organization Representative.		
	PART II - PARENT. RESPONSIBLE P	ARTY, OR GUARDIAN STATEMENT		
Best Contact Number (Included Area Co				
Address (in which information should be mailed to):				
	ealth care plan, or any other type of a YES No	dividual, employee or dependent member of a Health Maintenance accident/health/sickness plan coverage through an employer, a  Policy #: including Medicare?  YES  No		
Mother (Guardian's) primary employer name, address & telephone:				
Father (Guardian's) primary employer name, address & telephone:				
	PART III - AUT	HORIZATIONS		
I authorize medical payments to physici	an or supplier for services described o	n any attached statements. If not signed, provide proof of payment.		
SIGNATURE:		DATE:		
any records, dates or information conce coverage, medical history, consultation,	rning the claimant to disclose when represcription or treatment, and copies	fined under HIPPA, insurer or other organization or person having equested to do so, all information with respect to any injury, policy of all hospital or medical records or all such records in their static copy of this authorization shall be considered as effective		
I agree that should it be determined at a any amount collectible. I understand tha claim containing any material by false, in	at any person who knowingly and with	or similar), to reimburse <b>AXIS Insurance Company</b> to the extent of the intent to defraud or deceive any insurance company; files a , may be subjected to prosecution for insurance fraud.  DATE:		

#### **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: <u>WARNING</u>: 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 resident 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.

**FRAUD 0220**