

BLANKET ACCIDENT POLICY/CERTIFICATE

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

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

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

POLICYHOLDER: Needham Public Schools

POLICY EFFECTIVE DATE: July 1, 2022

POLICY NUMBER [REDACTED]

POLICY TERM: July 1, 2022 through June 30, 2023

POLICY ANNIVERSARY DATE: July 1

STATE OF ISSUE: Massachusetts

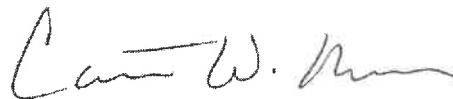
The Policy is a legal contract between the Policyholder and the Company.

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

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



Secretary



President

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

Table of Contents

SECTION	PAGE NUMBER
SCHEDULE OF BENEFITS	3
GENERAL DEFINITIONS.....	13
ELIGIBILITY, EFFECTIVE DATE AND TERMINATION PROVISIONS.....	16
COMMON EXCLUSIONS.....	17
CLAIM PROVISIONS	18
ADMINISTRATIVE PROVISIONS	21
GENERAL PROVISIONS	23
CONDITIONS OF COVERAGE.....	25
DESCRIPTION OF BENEFITS	28

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

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

Compulsory Student Accident Coverage

All enrolled students of the Policyholder

CONDITIONS OF COVERAGE

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

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	No
Covered School Travel	Included
Covered Overnight Travel	Included
Sports Organization	The Policyholder

COMPULSORY STUDENT ACCIDENT COVERAGE

SCHOOL COVERAGE

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

Personal Deviations Covered	No
Covered Travel	Included
Covered Overnight Travel	Not Included

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	180 days of the Covered Accident
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

ACCIDENT MEDICAL BENEFIT
Plan I (If Selected on the Master Application)

Scope of Coverage Applicable to Accident Medical Benefits

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

Full Excess Medical Expense

Total Maximum for all Accident Medical Benefits	(as selected on the Master Insurance Application)
Benefit Limit for Covered Losses from any one Motor Vehicle Accident	\$5,000
First Covered Expense must be incurred within	90 days after the Covered Accident
Benefit Period	(as selected on the Master Insurance Application)
Deductible	\$0
Deductible applies to	each Covered Accident

Covered Expenses

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; hernia; muscle tears; tendonitis; and repetitive motion injuries	Usual and Customary Charges
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Heart and Circulatory Conditions
(If Expanded Sports Medical Coverage is Selected on the Master Application)

Covered Heart and Circulatory Conditions	Usual and Customary Charges
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	Maximum Benefit (per person, per incident)
Inpatient Hospital Services	
Room and Board Expenses	Average semi-private room rate
Intensive Care Unit	Usual and Customary Charges
Hospital Miscellaneous Expenses (Inpatient Orthopedic Appliances, X-ray, laboratory tests, Inpatient Physiotherapy, pre-admission tests and all necessary charges other than room and board, for services received during a Hospital Stay)	Usual and Customary Charges
In-Hospital Physiotherapy	Usual and Customary Charges
In-Hospital Chiropractic	Usual and Customary Charges
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)	Usual and Customary Charges
Physician Services	
Surgery	Usual and Customary Charges
*Allowance is calculated: 100% of Usual and Customary Charges for the 1 st procedure, 50% of Usual and Customary Charges for the 2 nd procedure, and 25% of Usual and Customary Charges for each additional procedure when performed through different incisions/portals.	
Assistant Surgeon	Usual and Customary Charges
*Allowance is calculated: 25% of the surgeons allowed amount for the surgery performed to the surgical maximum.	
Anesthesia and its Administration	Usual and Customary Charges
*Allowance is calculated: 25% of the surgeons allowed amount for the surgery performed to the surgical maximum.	
Second Opinion or Consultation	Usual and Customary Charges
In-Hospital Visits	Usual and Customary Charges
Office Visits	Usual and Customary Charges
Outpatient X-ray, CT Scan, MRI	Usual and Customary Charges
Outpatient Laboratory Tests	Usual and Customary Charges
Outpatient Physiotherapy (includes acupuncture; microthermy; manipulation; diathermy; massage therapy; heat treatment; and ultrasonic treatment)	Usual and Customary Charges, maximum of 30 visits
Outpatient Chiropractic Services	Usual and Customary Charges
Outpatient Nursing Services	Usual and Customary Charges

Ambulance Services (Air and Ground)

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

Eyeglasses, Contact Lenses, Hearing Aids

Usual and Customary Charges

Outpatient Prescription Drugs

Usual and Customary Charges

ACCIDENT MEDICAL BENEFIT
Plan II (If Selected on the Master Application)

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 Application)

Full Excess Medical Expense (If Selected on the Master Application)

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

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

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

Benefit Period (as selected on the Master Insurance Application)

Deductible \$0
Deductible applies to each Covered Accident

Covered Expenses

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; 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

	Maximum Benefit (per person, per incident)
Inpatient Hospital Services	
Room and Board Expenses	Average semi-private room rate up to \$800 per day
Intensive Care Unit	Usual and Customary Charges, not to exceed 7 days
Hospital Miscellaneous Expenses (Inpatient Orthopedic Appliances, X-ray, laboratory tests, Inpatient Physiotherapy, pre-admission tests and all necessary charges other than room and board, for services received during a Hospital Stay)	up to \$800 per day
In-Hospital Physiotherapy	Usual and Customary Charges
In-Hospital Chiropractic	Usual and Customary Charges, up to a maximum of \$500
Outpatient Orthopedic Appliances	Usual and Customary Charges, up to a maximum of \$1,000
In-Hospital Orthopedic Appliances	Usual and Customary Charges
Ambulatory Medical Center	Usual and Customary Charges
Emergency Room Treatment (when Hospital Confinement is not required)	Usual and Customary Charges
Physician Services	
Surgery	Usual and Customary Charges up to units value listed in the 1974 Revised California Relative Value Studies, 5 th Edition, having a conversion factor multiplied by \$150 unit value
<p>*Allowance is calculated: 100% of Usual and Customary Charges for the 1st procedure, 50% of Usual and Customary Charges for the 2nd procedure, and 25% of Usual and Customary Charges for each additional procedure when performed through different incisions/portals.</p>	
Assistant Surgeon	25% of the Surgical Allowance
<p>*Allowance is calculated: 25% of the surgeons allowed amount for the surgery performed to the surgical maximum.</p>	
Anesthesia and its Administration	25% of the Surgical Allowance
<p>*Allowance is calculated: 25% of the surgeons allowed amount for the surgery performed to the surgical maximum.</p>	
Second Opinion or Consultation	Usual and Customary Charges
In-Hospital Visits	Usual and Customary Charges
Office Visits	Usual and Customary Charges
Outpatient X-ray	Usual and Customary Charges
MRI, CAT Scan, Laser Treatment or similar procedure	up to a maximum of \$800

Outpatient Laboratory Tests

Usual and Customary Charges

Outpatient Physiotherapy

(includes acupuncture; microthermy; manipulation; diathermy; massage therapy; heat treatment; and ultrasonic treatment)

Usual and Customary Charges, up to a maximum of:
\$1,500 for Outpatient Physiotherapy
\$500 for Outpatient Chiropractic Services

Outpatient Nursing Services

Usual and Customary Charges

Ambulance Services (Air and Ground)

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, up to a maximum of \$750 per tooth

Eyeglasses, Contact Lenses, Hearing Aids

Usual and Customary Charges up to a maximum of \$650

Outpatient Prescription Drugs

Usual and Customary Charges

PREMIUM RATE TABLE

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

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

Mode of Premium Payment Annually

Premium Due Date Policy Effective Date

Initial Premium As per the Master Insurance Application

GENERAL DEFINITIONS

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

Accident or Accidental	means 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: <ol style="list-style-type: none">1. has a valid Airworthiness Certificate; and2. is being flown by a pilot with a valid license to operate the Aircraft.
Airworthiness Certificate	means a "Standard" Airworthiness Certificate issued by the Federal Aviation Agency of the United States of America or its equivalent issued by the governmental authority having jurisdiction over civil aviation in the country of registry.
Calendar Year	means January 1 st through December 31 st of any year.
Common Carrier or Public Conveyance	means: <ol style="list-style-type: none">1. a Conveyance, including Aircraft, licensed for hire to carry fare-paying passengers; or2. a transport Aircraft operated by the Air Mobility Command of the United States of America or similar air transport service of another country.
Conveyance	means a motorized craft, vehicle or mode of transportation licensed or registered by a governmental authority.
Covered Accident	means an Accident that results in a Covered Loss during the Policy Term.
Covered Activity or Covered Activities	means any activity that is shown in the <i>Schedule of Benefits</i> and: <ol style="list-style-type: none">1. takes place under one of the Conditions of Coverage specified in the <i>Schedule of Benefits</i>; and2. is sponsored, organized, scheduled or otherwise provided by the Policyholder.
Covered Expenses	means expenses actually incurred by or on behalf of an Insured Person for treatment, services and supplies covered by this Policy. A Covered Expense is deemed to be incurred on the date treatment, service or supply that gave rise to the expense or the charge, was rendered or obtained.
Covered Injury	means Accidental bodily injury: (1) which is sustained by an Insured Person as a direct result of an unintended, unanticipated Covered Accident that 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 <i>Schedule of Benefits</i> .

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

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

ELIGIBILITY, EFFECTIVE DATE AND TERMINATION PROVISIONS

Eligibility	A person is eligible for insurance under this Policy when He meets the definition of Eligible Person shown in the <i>Schedule of Benefits</i> . An Eligible Person may be insured under only one covered class, even though He may be eligible under more than one covered class.
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	<p>Insurance for the Insured Person will end on the earliest of:</p> <ol style="list-style-type: none">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; or3. the date this Policy ends. <p>Termination does not affect a claim for a Covered Loss due to a Covered Accident that occurs before the termination date. However, in no instance will benefits extend beyond the earliest of:</p> <ol style="list-style-type: none">1. the end of the Benefit Period; and2. the date benefits equal to any applicable benefit limit or maximums, as shown in the <i>Schedule of Benefits</i>, have been paid.

COMMON EXCLUSIONS

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

1. intentionally self-inflicted injury, suicide, or any attempt while sane or insane;
2. commission or attempt to commit a felony or an assault or to which a contributing cause was the Insured Person being engaged in an illegal occupation;
3. commission of or active participation in a riot or insurrection;
4. declared or undeclared war or act of war or any act of declared or undeclared war unless specifically provided by this Policy;
5. flight in, boarding or alighting from an Aircraft, except as a passenger on a regularly scheduled commercial airline;
6. 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 non directly from the treatment except for any bacterial infection resulting from an Accidental external cut or wound or Accidental ingestion of contaminated food;
9. 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 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;
2. coverage is reinstated following failure to pay premium during the Grace Period; or
3. a change in any federal or state law or regulation is enacted, adopted or amended to the extent it affects the Company's benefit obligations under this Policy.

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

Premium Audit

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

Reinstatement

This Policy may be reinstated if it lapsed for nonpayment of premium. Requirements for reinstatement are a written application of the Policyholder satisfactory to the Company and payment of all overdue premiums. The Policy will be reinstated upon approval of such application by the Company or, lacking such approval, upon the forty-fifth day following the date of such conditional receipt unless the Company has previously notified the Insured in writing of its disapproval of such application. The reinstated policy shall cover only loss resulting from such accidental injury as may be sustained after the date of reinstatement. In all other respects the Insured and Company shall have the same rights thereunder as they had under the policy immediately before the due date of the defaulted premium, subject to any provisions endorsed hereon or attached hereto in connection with the reinstatement. Any premium accepted in connection with a reinstatement will be applied to a period for which premium was not previously paid, but not to any period more than 60 days prior to the date of reinstatement.

GENERAL PROVISIONS

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

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

CONDITIONS OF COVERAGE

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

SPORTS COVERAGE

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

1. regularly-scheduled 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 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.

SCHOOL COVERAGE

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

1. regularly-scheduled classroom instruction;
2. regularly-scheduled and supervised recess or lunch period;
3. a study period or special instruction period supervised by a member of the School's faculty;
4. a Supervised and Sponsored School Activity; or
5. Covered School Travel.

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

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

Definitions

For purposes of this Condition of Coverage:

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

Personal Deviation means

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

Supervised and Sponsored School Activity means a Covered Activity that:

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

Exclusions

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

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

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 means complete Severance through or above the metacarpophalangeal joints of the same hand (the joints between the fingers and the hand).

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

Exclusions

Exclusions that apply to this Accidental Death and Dismemberment Benefit are in the Common Exclusions Section.

ACCIDENT MEDICAL BENEFIT

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

Primary Medical Expense (If selected 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.

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

The Company will pay the Medically Necessary Covered Expenses:

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

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

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

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

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

Covered Expenses

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

Benefits will be paid:

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

Expanded Medical Benefit 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 Conditions if they occur and are manifested during a Covered Activity.

Termination of Benefit

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

Inpatient Hospital Services

Room and Board Expenses

The Company will pay for:

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

Miscellaneous Expenses

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

Ambulatory Medical Center

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

Emergency Room Treatment

The Company will pay Medically Necessary Covered Expenses incurred for Outpatient emergency room treatment performed in a Hospital, up to the Maximum Benefit shown in the *Schedule of Benefits*. When emergency room treatment is immediately followed by admission to a Hospital, such treatment will be a Medically Necessary Hospital Covered Expense.

Physician Services

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

Surgery –

1. Medically Necessary Covered Expenses charged for performing a surgical procedure. Two or more surgical procedures through the same incision will be considered as one procedure;
2. Medically Necessary Covered Expenses charged by an assistant surgeon assisting a Physician performing a surgical procedure;
3. Medically Necessary Covered Expenses charged for treatment of fractured and dislocated bones, operations that involve cutting or incision and/or suturing of wounds or any other surgical procedure, including aftercare, which is given in the Outpatient department of a Hospital or an ambulatory surgical center; and
4. any braces, splints or other devices required after surgery to ensure proper healing.

Second Opinion or Consultation – Medically Necessary Covered Expenses charged by a Physician for a second surgical opinion, or consultation.

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

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

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

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

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

Outpatient Physiotherapy

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

Outpatient Nursing Services

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

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
3. for which periodontal tissue shows little or no signs of active or chronic inflammation. For insurance review purposes, each tooth unit is evaluated under these criteria rather than a blanket rating of the whole mouth.

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

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

Prescription Drugs

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

Eyeglasses, Contact Lenses, Hearing Aids

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

Definitions

For purposes of this Accident Medical Benefit:

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.

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:
10000 Avalon Boulevard, Suite 200
Alpharetta, GA 30009

Policyholder: Needham Public Schools
Policy Number [REDACTED]
Effective Date of this Rider: July 1, 2022

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.

Plan II RIDER SCHEDULE:

Benefit Amount: Usual and Customary Charges, up to \$50,000
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: \$800
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 Fifty Thousand (\$50,000).

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 \$800 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:

1. 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.

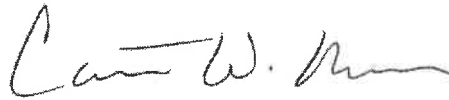
Other exclusions that apply to this Benefit are in the Common Exclusions Section.

This Rider ends at the same time as the Policy.

The President and Secretary witness this Rider:



Secretary



President

NON-ATHLETIC FIELD TRIP COVERAGE RIDER
(This coverage is only applicable if selected on the Master Application)

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

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

Policyholder: Needham Public Schools
Policy Number: [REDACTED]
Effective Date of this Rider: July 1, 2022

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 pay the maximum benefit period of 104 weeks, and up to a maximum benefit per accident of \$10,000 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

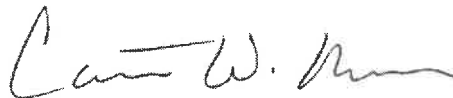
Non-Athletic Field Trips means School sponsored and supervised non-athletic field trips for extracurricular activity, whether or not school is in session. This includes necessary traveling directly between his home or from the School and the location of a School sponsored non-athletic field trip or extracurricular 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 Exclusions that apply to this Condition of Coverage are in the Common Exclusions Section of the Policy.

The President and Secretary witness this Rider:



Secretary



President

SCHOOL TRIP AND SPECIAL ACTIVITIES COVERAGE RIDER
(This coverage is only applicable if selected on the Master Application)

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

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

Policyholder: Needham Public Schools
Policy Number [REDACTED]
Effective Date of this Rider: July 1, 2022

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

The President and Secretary witness this Rider:



Secretary



President

HIPAA PRIVACY NOTICE

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

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

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

HOW WE MAY USE AND DISCLOSE YOUR PROTECTED HEALTH INFORMATION

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

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

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

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

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

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

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

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

YOUR HIPAA PRIVACY RIGHTS

Access to Your PHI

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

Amendments to Your PHI

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

Accounting for Disclosures of Your PHI

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

Restrictions on Uses and Disclosures of Your PHI

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

Confidential Communication of PHI

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

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

Potential Impact of Other Applicable Laws

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

Complaints

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

Contact Information

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

Administrative Address:

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

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

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

Effective March 15, 2021

OFAC NOTICE

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