

# **QBE INSURANCE CORPORATION**

Administrative Office

# Wall Street Plaza, 88 Pine Street, 16<sup>th</sup> Floor New York, NY 10005

POLICYHOLDER: Monroe County Board of Education

**GROUP POLICY NUMBER:** SHH060042

POLICY EFFECTIVE DATE: November 1, 2016

POLICY TERM November 1, 2016 to September 1, 2017

STATE OF ISSUE: West Virginia

QBE Insurance Corporation, herein called the Company or We, Us or Our, in consideration of the Application for this Policy and the timely payment of Premiums, agrees, subject to the terms and conditions of the Policy, to insure the Policyholder's eligible member.

This Policy describes the terms and conditions of insurance. It goes into effect, subject to its applicable terms and conditions, at 12:01 AM 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 premium is paid according to agreed terms.

This Policy terminates at 12:01 AM on the last day of the Policy Term unless the Policyholder and We have agreed to continue this Policy for an additional Policy Term. The laws of the State of Issue shown above govern this Policy.

We and the Policyholder agree to all of the terms of this Policy.

IN WITNESS WHEREOF QBE Insurance Corporation has caused this Policy to be executed on the Date of Issue to take effect on the Effective Date.

Russell Johnston

President

Jose Ramon Gonzalez

J- R. 1.

Secretary

BLANKET ACCIDENT POLICY •
 NON-PARTICIPATING •

#### 10 DAY RIGHT TO EXAMINE POLICY

If the Policyholder does not like the Policy for any reason, it may be returned to Us within 10 days after receipt. We will return any premium that has been paid. In that case this Policy will be void as if it had never been issued.

THIS POLICY PAYS BENEFITS FOR SPECIFIC LOSSES FROM ACCIDENTS ONLY. IT DOES NOT PAY BENEFITS FOR SICKNESS

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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 and application carefully. Accident benefits shall be paid only once depending on when the Covered Accident occurred.

# K-12 STUDENT ACCIDENT INSURANCE BASE PLANS 1 through 4

**Eligible Persons:** As stated in Policyholder Application

#### CONDITIONS OF COVERAGE

The benefits provided by this Policy will be paid, subject to applicable conditions, limitations and exclusions. Coverage shall be based on the Policyholder's Application or Voluntary Enrollment Form for Student Accident Insurance and the appropriate amount has been paid.

School Coverage

Personal Deviations covered No

Covered School Travel Limits Travel arranged or provided

by the Policyholder No time limit

Any other covered travel immediately before or after a School Supervised or

Sponsored Activity Limited to one hour each way

Sports Coverage

Personal Deviations covered No

Covered School Travel Limits Travel arranged or provided by the Policyholder

No time limit

Any other covered travel immediately before or after a School Supervised or

Sponsored Activity Limited to one hour each way

24-Hour Coverage (voluntary only.)

Policyholder Paid Plans: All One-Day Field Trips are included. Overnight Supervised and Sponsored Activities with duration of more than 7 days and related travel are not covered unless specifically agreed to in writing by Us.

# **INDEMNITY BENEFITS** (Applicable to Plans 1-4)

#### ACCIDENTAL DEATH AND DISMEMBERMENT BENEFITS

Loss must occur within

365 days of the Covered Accident

#### **Schedule of Covered Losses**

	Policyholder Plan	Voluntary Plan
Covered Loss	Benefit	Benefit
Loss of Life	\$10,000	\$10,000
Loss of Two or More Hands or Feet	\$10,000	\$10,000
Loss of Sight of Both Eyes	\$10,000	\$10,000
Loss of One Hand or Foot and Sight in One Eye	\$10,000	\$10,000
Loss of One Hand or Foot	\$5,000	\$5,000
Loss of Sight in One Eye	\$5,000	\$5,000
Loss of Speech	\$5,000	\$5,000
Loss of Hearing in Both Ears	\$5,000	\$5,000
Loss of Thumb and Index Finger of the Same Hand	\$2,500	\$2,500
Quadriplegia	\$10,000	\$0
Paraplegia	\$10,000	\$0
Hemiplegia	\$10,000	\$0
Aggregate Limit of Indemnity	\$500,000	\$500,000
Applies to:	All Conditions	of Coverage

Not more than the Aggregate Limit of Indemnity specified above will be paid for all Covered Losses suffered by all Covered Persons insured under this Accidental Death and Dismemberment Benefit as the result of any one Covered Accident that occurs under one of the Conditions of Coverage, as specified above. If this amount does not allow all Covered Persons to be paid the amounts this Policy otherwise provides, the amount paid will be the proportion of the Covered Person's loss to the total of all losses, multiplied by the Aggregate Limit of Indemnity.

# **ACCIDENT MEDICAL EXPENSE BENEFITS**

(Plan number and benefits shall be based on the Policyholder's Application)

**ACCIDENT MEDICAL EXPENSE BENEFITS – PLAN 1** (If selected on Policyholder's Application or Voluntary Enrollment Form for Student Accident Insurance and the appropriate amount has been paid.)

Any benefit limits and Benefit Percentages for Accident Medical Expense Benefits apply, unless otherwise specified, on a per-Covered Person – per Covered Accident basis. Any applicable Deductibles must be satisfied within the time periods specified before benefits are payable.

#### Scope of Coverage Applicable to Accident Medical Benefits

Policyholder Paid Plan - Benefits are payable for Covered Expenses that are in excess of benefits paid to the Covered Person by any other Health Care Plan. If no other health insurance exists, benefits will be paid as primary coverage.

Voluntary Plan – Paid for by Student's Family/Guardian – Benefits are payable for Covered Expenses that are in excess of benefits paid to the Covered Person by any other Health Care Plan. If no other health insurance exists, benefits will be paid as primary coverage.

#### **Medical Expense Benefits**

Total Lifetime Maximum for all

Accident Medical Expense Benefits: \$100,000

Religious Education Maximum – \$5,000

First Covered Expenses must

be Incurred within 60 days after a Covered Accident

Benefit Period 1 year from the date of the Covered Accident

Deductible \$0

applies to each Covered Accident

#### Covered Expense Benefit Amount, Percentage, Other Limits

**In-Patient Hospital Services** 

Room and Board Expenses

Daily ICU or CCU Benefit 100% of Usual & Customary (U&C)

Private/Semi-Private Room 100% of U&C

Miscellaneous Services \$10.000 maximum

**Ambulatory Medical Center** 100% of U&C, up to \$2,000

Outpatient Hospital Miscellaneous Services (other than Physician Services

or x-rays) \$750 maximum

Emergency Room Treatment 100% of U&C, up to \$500

Emergency Room Physician \$75

**Physician Services** 

Surgery Benefit, including

Pre- and postoperative care 80% of U&C, up to \$3,000

Covered Expense Benefit Amount, Percentage, Other Limits

Assistant Surgeon 25% of Surgery Benefit

Anesthesia Benefit 25% of Surgery Benefit

Physician's treatment of

outpatient physiotherapy \$75/visit up to 5 visits

Physician's Office Visits up to \$75/visit

Nursing Services 100% of U&C

Prescription Drug Benefit 100% of U&C

Outpatient Laboratory Tests & X-Rays \$300 maximum

Outpatient imaging CT Scan, MRI \$1,000 maximum

Ambulance Services \$500 maximum for ground ambulance

\$1,500 maximum for air ambulance

Medical Equipment Rental \$500 maximum

**Medical Services and Supplies** 

Replacement or repair of damaged,

eyeglasses, contact lenses or hearing aids 100% of U&C, up to \$700

**Dental Services** 100% of U&C, up to \$2,000

These services are not available to Covered Persons who have elected Extended Dental Expense Benefits.

**EXTENDED DENTAL EXPENSE BENEFITS** (If selected on Enrollment Form for Voluntary Student Accident Insurance and the appropriate amount has been paid.)

Benefit Period 2 years from the date of

the Covered Accident \$50,000 per Covered

Maximum Benefit \$50,000 per Covered

Accident

Benefit Percentage 100%
Deferred Treatment Period up to age 21

**Deferred Treatment Maximum** 

Benefit \$600

**ACCIDENT MEDICAL EXPENSE BENEFITS – PLAN 2** (If selected on Policyholder's Application or Voluntary Enrollment Form for Student Accident Insurance and the appropriate amount has been paid.)

Any benefit limits and Benefit Percentages for Accident Medical Expense Benefits apply, unless otherwise specified, on a per-Covered Person – per Covered Accident basis. Any applicable Deductibles must be satisfied within the time periods specified before benefits are payable.

#### Scope of Coverage Applicable to Accident Medical Benefits

Policyholder Paid Plan - Benefits are payable for Covered Expenses that are in excess of benefits paid to the Covered Person by any other Health Care Plan. If no other health insurance exists, benefits will be paid as primary coverage.

Voluntary Plan – Paid for by Student's Family/Guardian – Benefits are payable for Covered Expenses that are in excess of benefits paid to the Covered Person by any other Health Care Plan. If no other health insurance exists, benefits will be paid as primary coverage.

#### **Medical Expense Benefits**

Total Lifetime Maximum for all

Accident Medical Expense Benefits: \$75,000

Religious Education Maximum - \$5,000

First Covered Expenses must

be Incurred within 60 days after a Covered Accident

Benefit Period 1 year from the date of the Covered Accident

Deductible \$0

applies to each Covered Accident

Covered Expense Benefit Amount, Percentage, Other Limits

**In-Patient Hospital Services** 

Room and Board Expenses

Daily ICU or CCU Benefit 100% of Usual & Customary (U&C)

Private/Semi-Private Room 100% of U&C

Miscellaneous Services \$7,500 maximum

Ambulatory Medical Center 80% of U&C, up to \$1,000

Outpatient Hospital Miscellaneous Services (other than Physician Services

**Or x-rays)** 80% of U&C, up to \$500

**Emergency Room Treatment** 80% of U&C, up to \$350

Emergency Room Physician \$50

**Physician Services** 

Surgery Benefit, including

Pre- and postoperative care 80% of U&C, up to \$2,000

Assistant Surgeon 25% of Surgery Benefit

Anesthesia Benefit 25% of Surgery Benefit

Covered Expense Benefit Amount, Percentage, Other Limits

Physician's treatment of

outpatient physiotherapy \$40/visit up to 5 visits

Physician's Office Visits up to \$40/visit

Nursing Services 100% of U&C

Prescription Drug Benefit 100% of U&C

Outpatient Laboratory Tests & X-Rays \$250 maximum

Outpatient imaging CT Scan, MRI \$750 maximum

**Ambulance Services** \$400 maximum for ground ambulance

\$1,000 maximum for air ambulance

Medical Equipment Rental \$300 maximum

**Medical Services and Supplies** 

Replacement or repair of damaged,

eyeglasses, contact lenses or hearing aids 100% of U&C, up to \$500

**Dental Services** 100% of U&C, up to \$1,500

These services are not available to Covered Persons who have elected Extended Dental Expense Benefits.

**EXTENDED DENTAL EXPENSE BENEFITS** (If selected on Enrollment Form for Voluntary Student Accident Insurance and the appropriate amount has been paid.)

Benefit Period 2 years from the date of the Covered Accident

Maximum Benefit \$50,000 per Covered

Benefit Percentage Accident

Deferred Treatment Period up to age 21

Deferred Treatment Maximum

Benefit \$600

**ACCIDENT MEDICAL EXPENSE BENEFITS – PLAN 3** (If selected on Policyholder's Application or Voluntary Enrollment Form for Student Accident Insurance and the appropriate amount has been paid.)

Any benefit limits and Benefit Percentages for Accident Medical Expense Benefits apply, unless otherwise specified, on a per-Covered Person – per Covered Accident basis. Any applicable Deductibles must be satisfied within the time periods specified before benefits are payable.

#### Scope of Coverage Applicable to Accident Medical Benefits

Policyholder Paid Plan - Benefits are payable for Covered Expenses that are in excess of benefits paid to the Covered Person by any other Health Care Plan. If no other health insurance exists, benefits will be paid as primary coverage.

Voluntary Plan – Paid for by Student's Family/Guardian – Benefits are payable for Covered Expenses that are in excess of benefits paid to the Covered Person by any other Health Care Plan. If no other health insurance exists, benefits will be paid as primary coverage.

#### **Medical Expense Benefits**

Total Lifetime Maximum for all

Accident Medical Expense Benefits: \$50,000

Religious Education Maximum – \$5,000

First Covered Expenses must

be Incurred within 60 days after a Covered Accident

Benefit Period 1 year from the date of the Covered Accident

Deductible \$0

applies to each Covered Accident

Covered Expense Benefit Amount, Percentage, Other Limits

**In-Patient Hospital Services**Room and Board Expenses

Daily ICU or CCU Benefit 80% of Usual & Customary (U&C), up to

\$400 per day

Private/Semi-Private Room 100% of U&C, up to \$200 per day

Miscellaneous Services \$5.000 maximum

Ambulatory Medical Center \$500 maximum

Outpatient Hospital Miscellaneous Services (other than Physician Services

Or x-rays) \$250 maximum

**Emergency Room Treatment** 80% of U&C, up to \$250

Emergency Room Physician \$50

**Physician Services** 

Surgery Benefit, including

Pre- and postoperative care 80% of U&C, up to \$1,000

Assistant Surgeon 25% of Surgery Benefit

Anesthesia Benefit 25% of Surgery Benefit

Covered Expense Benefit Amount, Percentage, Other Limits

Physician's treatment of

outpatient physiotherapy \$25/visit up to 5 visits

Physician's Office Visits up to \$25/visit

Nursing Services 100% of U&C

Prescription Drug Benefit 80% of U&C

Outpatient Laboratory Tests & X-Rays \$200 maximum

Outpatient imaging CT Scan, MRI \$300 maximum

Ambulance Services \$200 maximum for ground ambulance

\$400 maximum for air ambulance

Medical Equipment Rental \$150 maximum

**Medical Services and Supplies** 

Replacement or repair of damaged,

eyeglasses, contact lenses or hearing aids 100% of U&C, up to \$250

**Dental Services** 100% of U&C, up to \$1,000

These services are not available to Covered Persons who have elected Extended Dental Expense Benefits.

**EXTENDED DENTAL EXPENSE BENEFITS** (If selected on Enrollment Form for Voluntary Student Accident Insurance and the appropriate amount has been paid.)

Benefit Period 2 years from the date of the Covered Accident

Maximum Benefit \$50,000 per Covered

Benefit Percentage Accident

Deferred Treatment Period up to age 21

Deferred Treatment Maximum

Benefit \$600

**ACCIDENT MEDICAL EXPENSE BENEFITS – PLAN 4** (If selected on Policyholder's Application or Voluntary Enrollment Form for Student Accident Insurance and the appropriate amount has been paid.)

Any benefit limits and Benefit Percentages for Accident Medical Expense Benefits apply, unless otherwise specified, on a per-Covered Person – per Covered Accident basis. Any applicable Deductibles must be satisfied within the time periods specified before benefits are payable.

#### Scope of Coverage Applicable to Accident Medical Benefits

Policyholder Paid Plan - Benefits are payable for Covered Expenses that are in excess of benefits paid to the Covered Person by any other Health Care Plan. If no other health insurance exists, benefits will be paid as primary coverage.

Voluntary Plan – Paid for by Student's Family/Guardian – Benefits are payable for Covered Expenses that are in excess of benefits paid to the Covered Person by any other Health Care Plan. If no other health insurance exists, benefits will be paid as primary coverage.

#### **Medical Expense Benefits**

Total Lifetime Maximum for all

Accident Medical Expense Benefits: \$25,000

Religious Education Maximum – \$5,000

First Covered Expenses must

be Incurred within 60 days after a Covered Accident

Benefit Period 1 year from the date of the Covered Accident

Deductible \$0

applies to each Covered Accident

Covered Expense Benefit Amount, Percentage, Other Limits In-Patient Hospital Services

Room and Board Expenses

Daily ICU or CCU Benefit 80% of Usual & Customary (U&C), up to

\$200 per day

Private/Semi-Private Room 80% of U&C, up to \$200 per day

Miscellaneous Services \$1,000 maximum

Ambulatory Medical Center \$250 maximum

Outpatient Hospital Miscellaneous Services (other than Physician Services

Or x-rays) \$150 maximum

**Emergency Room Treatment** \$100 maximum Emergency Room Physician \$50 per visit

**Physician Services** 

Surgery Benefit, including

Pre- and postoperative care 50% of U&C, up to \$1,000

Assistant Surgeon 25% of Surgery Benefit

Covered Expense Benefit Amount, Percentage, Other Limits

Anesthesia Benefit 25% of Surgery Benefit

Physician's treatment of

outpatient physiotherapy \$20/visit up to 5 visits

Physician's Office Visits up to \$20/visit

Nursing Services 80% of U&C

Prescription Drug Benefit 80% of U&C

Outpatient Laboratory Tests & X-Rays \$100 maximum

Outpatient imaging CT Scan, MRI \$200 maximum

Ambulance Services \$200 maximum for ground ambulance

\$250 maximum for air ambulance

Medical Equipment Rental \$75 maximum

**Medical Services and Supplies** 

Replacement or repair of damaged,

eyeglasses, contact lenses or hearing aids 100% of U&C, up to \$200

**Dental Services** 100% of U&C, up to \$500

These services are not available to Covered Persons who have elected Extended Dental Expense Benefits.

**EXTENDED DENTAL EXPENSE BENEFITS** (If selected on Enrollment Form for Voluntary Student Accident Insurance and the appropriate amount has been paid.)

Benefit Period 2 years from the date of the Covered Accident

Maximum Benefit \$50,000 per Covered

Benefit Percentage Accident 100%

Deferred Treatment Period up to age 21
Deferred Treatment Maximum

Benefit \$600

# **RATE TABLE**

**Premium** As Stated in Policyholder Application

Mode of Premium Payment Annual

Premium Due Date

As Stated in Policyholder Application

**Contributions** As Stated in Policyholder 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.

**Aircraft** means a vehicle which has a valid certificate of airworthiness and is being flown by a pilot with a valid license to operate the Aircraft.

Appropriate Treatment means care, services or supplies, provided by or at the direction of a Physician that are appropriate, according to accepted standards of medical practice, for the Covered Person's injury and are provided during the course of treatment of an injury sustained in a Covered Accident. Appropriate Treatment must be provided no less frequently than monthly, unless the Covered Person's Physician specifies in writing to Us that such treatment of injuries sustained in a Covered Accident can be provided at less frequent intervals.

**Benefit Percentage** means the percentage of Covered Expenses We pay that are Incurred by the Covered Person after he satisfies any applicable Deductible. Benefit Percentages are shown in the *Schedule of Benefits*.

Covered Activity means any recurring activity that is shown in the Schedule of Benefits and:

- 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.

**Company** or **We, Us, Our,** means QBE Insurance Corporation (QBEIC), domiciled in Pennsylvania.

**Covered Accident** means a sudden, unforeseeable event that results, directly and independently of all other causes, in an injury or loss and meets all of the following conditions:

- 1. occurs while the Covered Person is insured under this Policy;
- 2. is not contributed to by disease, sickness, or mental or bodily infirmity; and
- 3. is not otherwise excluded under the terms of this Policy.

**Covered Expenses** means the lesser of the Usual and Customary Charge and the maximum benefit shown, for services or supplies listed, in the *Schedule of Benefits* and described in the *Accident Medical Expense Benefits* section of this Policy. Covered Expenses must be Incurred by a Covered Person for Appropriate Treatment for injuries sustained in a Covered Accident.

**Covered Person** means an Eligible Person, as defined in the *Schedule of Benefits*, whom for required premium has been paid when due and for whom coverage under this Policy remains in force.

**Deductible** means the amount of Covered Expenses that each Covered Person must Incur before benefits are paid under this Policy. The Covered Person may use Covered Expenses paid under another Health Care Plan to satisfy the Deductible under this Policy only if so indicated in the *Schedule of Benefits*.

He, Him or His means an individual, male or female.

**Health Care 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 health care, dental care, disability benefits or repatriation of remains. A 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 Provider Organizations and other prepayment, group practice an individual practice plans;
- 5. 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 non-governmental plan;
- 6. other valid and collectible medical or health care benefits or services.]

**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;
- 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, or educational or nursing care;
- 2. the aged; or
- 3. a Veteran's Administration Hospital or Federal Government Hospitals unless the Covered Person Incurs an expense.

**Hospital Stay** means a confinement in a Hospital, ordered by a Physician, over one or more nights when room and board and general nursing care are provided at a per diem charge made by the Hospital. The Hospital Stay must result directly and independently of all other causes from a Covered Accident.

**Incurred or Incurs** means an obligation to pay for a Covered Expense for treatment, service or purchase of supplies, deemed to be the date it is provided to the Covered Person.

**In-Patient** means a Covered Person who is confined for at least one full day's Hospital room and board. The requirement that a person be charged for room and board does not apply to confinement in a Veteran's Administration Hospital or Federal Government Hospital and in such case, the term "Inpatient" shall mean a Covered Person who is required to be confined for a period of at least a full day as determined by the Hospital.

**Nurse** means a licensed registered nurse (R. N.) or a licensed practical nurse (L. P. N.) who is not:

- 1. the Covered Person;
- 2. a parent, sibling, spouse or child of the Covered Person or the Covered Person's spouse;
- 3. a person living in the Covered Person's household; or
- 4. a person employed or retained by the Policyholder.

**Out-Patient** means a Covered Person who receives treatment, services and supplies while not an Inpatient in a Hospital.

Personal Deviation means any activity which:

- 1. is neither reasonably related to or incidental to the purpose of travel for which coverage is provided by this Policy; and
- 2. the Covered Person performs before, during or after covered travel.

When coverage is provided during a Personal Deviation, the time period covered is shown in the *Conditions of Coverage* section of the *Schedule of Benefits*.

**Physician** means a licensed health care provider practicing within the scope of his license and rendering care and treatment to a Covered Person that is appropriate for the condition and locality and who is:

- 1. employed or retained by the Policyholder; or
- 2. living in the Covered Person's household; or
- 3. a parent, sibling, spouse or child of the Covered Person.

**Usual and Customary Charge** means the normal charge, in the absence of insurance, made by the provider of any Appropriate Treatment, but not more than the prevailing charge in the area:

- 1. for a like service by a provider with similar training or experience; or
- 2. for a supply that is identical or substantially equivalent.

# ELIGIBILITY, EFFECTIVE DATE AND TERMINATION PROVISIONS

#### **Policy Effective Date**

We agree to provide Blanket Accident Insurance Benefits described in this Policy in consideration of the Policyholder's application and payment of the initial premium when due. Insurance coverage begins on the Policy Effective Date shown on this Policy's first page.

#### Eligibility

An individual becomes eligible for insurance under this Policy on the date he meets all of the requirements of one of the Covered Classes and completes any Eligibility Waiting Period, as 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 for Individuals**

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

- the first day of School or if earlier, of a supervised and Sponsored School Activity, if the completed enrollment form and the required premium payment is received by Us before the end of the School enrollment period; or
- 2. the date the completed enrollment form and the required premium payment is received by the School Administrator.

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

#### **Effective Date of Changes**

Any increase or decrease in the amount of insurance for a Covered Person resulting from a change in benefits provided by this Policy will take effect on the date of such change.

#### **Termination of Insurance**

The insurance on a Covered Person will end on the earliest date below:

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

Termination will not affect a claim for a Covered Loss resulting from a Covered Accident that occurs before the termination date. However, in no instance will benefits extend beyond the earlier of:

- 1. the end of the Benefit Period: and
- 2. the date benefits equal to any applicable Benefit Limit or Maximum, as shown in the *Schedule of Benefits*, have been paid.

#### **COMMON EXCLUSIONS**

In addition to any benefit-specific exclusions, benefits will not be paid for any Covered Injury or Covered 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:

- 1. intentionally self-inflicted Injury, suicide or any attempt thereat while sane or insane;
- 2. commission or attempt to commit a felony or an assault;
- 3. commission of or active participation in a riot or insurrection;
- 4. bungee jumping; parachuting; skydiving; parasailing; hang-gliding;
- declared or undeclared war or act of war;
- 6. flight in, boarding or alighting from an Aircraft or any craft designed to fly above the Earth's surface, except as:
  - a. a fare-paying passenger on a regularly scheduled commercial or charter airline;
  - b. a passenger in a non-scheduled, private Aircraft used for pleasure purposes with no commercial intent during the flight;
  - c. a passenger in a military Aircraft flown by the Air Mobility Command or its foreign equivalent;
- 7. travel in or on any off-road motorized vehicle not requiring licensing as a motor vehicle;
- 8. participation in any motorized race or contest of speed;
- an accident if the Covered Person is the operator of a motor vehicle and does not possess a valid motor vehicle operator's license; except while participating in Driver's Education Program;
- 10. sickness, disease, bodily or mental infirmity, bacterial or viral infection or medical or surgical treatment thereof, except for any bacterial infection resulting from an accidental external cut or wound or accidental ingestion of contaminated food;
- 11. medical or surgical treatment, diagnostic procedure, administration of anesthesia, or medical mishap or negligence, including malpractice;
- travel or activity outside the United States or Canada (*not applicable to 24 Hour voluntary coverage*);
- 13. travel in any Aircraft owned, leased or controlled by the Policyholder or any of its subsidiaries or affiliates. An Aircraft will be deemed to be "controlled" by the Policyholder, if the Aircraft may be used as the Policyholder wishes for more than 10 straight days, or more than 15 days in any year;
- 14. the Covered Person's intoxication as determined according to the laws of the jurisdiction in which the Covered Accident occurred;
- 15. 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:
- 16. injuries compensable under Workers' Compensation law or any similar law;
- 17. occupational injuries for which benefits are not paid under the Workers' Compensation Law or any similar law;

# We will not pay benefits for:

- 18. services or treatment rendered by a Physician, Nurse or any other person who is:
  - a. employed or retained by the Policyholder;
  - b. providing homeopathic, aroma-therapeutic or herbal therapeutic services;
  - c. living in the Covered Person's household;
  - d. who is a parent, sibling, spouse or child of the Covered Person;
- 19. any Hospital Stay or days of a Hospital Stay that are not Appropriate Treatment for the condition and locality.
- 20. A Covered Person's Covered Loss if:
  - a. he was driving a private passenger automobile at the time of the Covered Accident that resulted in the Covered Loss; and
  - b. he was intoxicated, as that term is defined by the law of the jurisdiction in which the Covered Accident occurred.

#### **CLAIM PROVISIONS**

#### **Notice of Claim**

Written or authorized electronic/telephonic notice of claim must be given to Us within 31 days after a covered loss occurs or begins or as soon as reasonably possible. If written or authorized electronic/telephonic notice is not given in that time, the claim will not be invalidated or reduced if it is shown that such notice was given as soon as was reasonably possible. Notice can be given to Us at Our Administrative Office in New York, New York, to such other place as We may designate for the purpose, or to Our authorized agent. Notice should include the Policyholder's name and policy number and the Covered Person's name and address.

#### **Claim Forms**

We will send claim forms for filing proof of loss when We receive notice of a claim. If such forms are not sent within 15 days after We receive notice, the proof requirements will be met by submitting, within the time fixed in this Policy for filing proof of loss, written or authorized electronic proof of the nature and extent of the loss for which the claim is made.

#### **Claimant Cooperation Provision**

Failure of a claimant to cooperate with Us in the administration of the claim may result in termination of the claim. Such cooperation includes, but is not limited to, providing any information or documents needed to determine whether benefits are payable or the actual benefit amount due.

#### **Proof of Loss**

Written or authorized electronic proof of loss satisfactory to Us must be given to Us at Our office, within 90 days of the loss for which claim is made. If written or authorized electronic notice is not given within that time, no claim will be invalidated or reduced if it is shown that such notice was given as soon as reasonably possible. In any case, written or authorized electronic proof must be given not more than one year after the time it is otherwise required, except if proof is not given solely due to the lack of legal capacity.

#### **Time of Payment of Claims**

We will pay benefits due under this Policy immediately upon receipt of due written or authorized electronic proof of such loss.

#### Payment of Claims

All benefits will be paid in United States currency. Benefits for loss of life will be payable in accordance with the Beneficiary provision and these Claim Provisions. All other proceeds payable under this Policy, unless otherwise stated, will be payable to the Covered Person or to his estate.

If We are to pay benefits to the estate or to a person who is incapable of giving a valid release, We may pay up to \$5,000 to a relative by blood or marriage whom We believe is equitably entitled. Any payment made by Us in good faith pursuant to this provision will fully discharge Us to the extent of such payment and release Us from all liability.

#### **Beneficiary**

The beneficiary is the person or persons the Covered Person names or changes on a form executed by him and satisfactory to Us. This form may be in writing or by any electronic means agreed upon between Us and the Policyholder. Consent of the beneficiary is not required to affect any changes or to make any assignment of rights or benefits permitted by this Policy, unless the beneficiary has been designated as an irrevocable beneficiary.

A beneficiary designation or change will become effective on the date the Covered Person executes it. However, We will not be liable for any action taken or payment made before We record notice of the change at our Home Office.

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

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

- 1. Spouse;
- Child or Children;
- mother or father;
- sisters or brothers;
- 5. estate of the Covered Person.

#### **Physical Examination and Autopsy**

We, at Our own expense, have the right and opportunity to examine the Covered Person when and as often as We may reasonably require while a claim is pending and to make an autopsy in case of death where it is not forbidden by law.

#### **Legal Actions**

No action at law or in equity may be brought to recover under this Policy less than 60 days after written or authorized electronic proof of loss has been furnished as required by this Policy. No such action will be brought more than three years after the time such written proof of loss must be furnished.

#### **Recovery of Overpayment**

If benefits are overpaid, We have the right to recover the amount overpaid by either of the following methods.

- 1. A request for lump sum payment of the overpaid amount.
- 2. A reduction of any amounts payable under this Policy.

If there is an overpayment due when the Covered Person dies, We may recover the overpayment from the Covered Person's estate.

#### **ADMINISTRATIVE PROVISIONS**

#### Cancellation

We or the Policyholder may cancel this Policy as of any Premium Due Date by giving the other 60 days advance written notice. Any premium rate guarantee will not affect Our or the Policyholder's right to cancel this Policy.

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

Cancellation will not affect a claim for a Covered Loss resulting from a Covered Accident that occurred before the cancellation date.

#### **Premiums**

All premium rates are expressed in, and all premiums are payable in, United States currency. The premiums for this Policy will be based on the rates, as set forth in the *Schedule of Benefits* or subsequently changed, the plan and amounts of insurance in effect for Covered Persons and the premium mode selected, as shown in the *Schedule of Benefits*. We will provide notifications of premiums due or premium changes, by mail 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 Covered 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 *Schedule of Benefits*, unless the Policyholder and We agree to another mode of premium payment. Premiums are paid at our Administrative Office or to Our authorized agent.

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

#### **Changes in Premium Rates**

We may change the premium rates from time to time with at least 31 days advance written notice to the Policyholder. No change in rates will be made until 12 months after the Policy Effective Date. An increase in rates will not be made more often than once in a 12-month period. However, We reserve the right to change rates at any time if any of the following events take place:

- 1. the terms of this Policy change;
- 2. a change in any federal or state law or regulation is enacted, adopted or amended to the extent that it affects Our benefit obligations under this Policy; or
- 3. the Policyholder fails to provide sufficient information, as required by Us, to confirm adequacy of premiums and rates currently being paid.

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

#### **Premium Audit**

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

#### Reinstatement

This Policy may be reinstated if it lapsed for nonpayment of premium. Requirements for reinstatement are written application of the Policyholder satisfactory to Us and payment of all overdue premiums. Any premium accepted in connection with a reinstatement will be applied to the earliest period for which premium was not previously paid.

#### **GENERAL PROVISIONS**

#### **Entire Contract; Changes**

This Policy, including the application endorsements, amendments and any attached papers, constitutes the entire contract of insurance. A copy of the application will be attached to the Policy when issued. No change in this Policy will be valid until approved by one of Our 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.

#### **Misstatement of Fact**

If a Covered Person 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.

#### **Assignment**

The rights and benefits under this Policy may not be assigned and any attempt to assign will be void.

#### Certificates

Where required by law, We will provide a certificate of insurance for delivery to the Covered Person. Each certificate will list the benefits, conditions and limits of this Policy. It will state to whom benefits will be paid.

#### Incontestability

#### Of This Policy

All statements made by the Policyholder to obtain this Policy are considered representations and not warranties. No statement will be used to deny or reduce benefits or be used as a defense to a claim, or to deny the validity of this Policy unless a copy of the written instrument containing the statement is, or has been, furnished to the Policyholder. After two years from the Policy Effective Date, no such statement will cause this Policy to be contested except for fraud.

#### 2. Of A Covered Person's Insurance

All statements made by a Covered Person are considered representations and not warranties. No statement will be used to deny or reduce benefits or be used as a defense to a claim, unless a copy of the written instrument containing the statement is, or has been, furnished to the claimant. In the event of a claimant's death or incapacity, his applicable representative shall be given a copy.

After two years from the Covered Person's effective date of insurance, or from the effective date of increased benefits, no such statement will cause insurance or the increased benefits to be contested except for fraud or lack of eligibility for insurance.

#### **Reporting Requirements**

The Policyholder or its authorized agent must report all of the following to Us by the premium due date:

- 1. the number of persons insured on the Policy Effective Date;
- 2. the number of persons who are insured after the Policy Effective Date;
- 3. the number of persons whose insurance has terminated;
- 4. any additional information required by Us.

#### **Clerical Error**

A Covered Person's insurance will not be affected by error or delay in keeping records of insurance under this Policy. If such error or delay is found, We will adjust the premium fairly.

#### **Conformity with Statutes**

Any provisions in conflict with the requirements of any state or federal law that applies to this Policy are automatically changed to satisfy the minimum requirements of such laws.

#### **Compensation Insurance**

This Policy is not in place of and does not affect any requirements for coverage under any Workers' Compensation law.

#### CONDITIONS OF COVERAGE

Coverage shall be based on the Policyholder's Application and the Enrollment Form for Voluntary Student Accident Insurance.

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

Provisions, exclusions and other conditions concerning travel apply only if indicated on the Schedule of Benefits.

We will pay benefits provided by this Policy, subject to all applicable conditions and exclusions, when a Covered Person suffers a Covered Loss or Incurs Covered Expenses resulting directly and independently of all other causes from a Covered Accident 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
- Covered School Travel.

Covered School Travel includes travel, only within the United States, 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.

#### School Travel Coverage for Overnight Supervised and Sponsored School Activities

Covered School Travel also includes travel to a Supervised and Sponsored School Activity, within or outside the United States when a Covered Person's participation in or attendance at it requires him to be away from his normal residence for a stay of one or more nights. Coverage for travel to any Covered Activity that takes place outside the United States will be covered only if We have agreed to it in writing.

#### **Definitions**

For purposes of this coverage:

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;
- 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.

**Supervised and Sponsored School Activities** does not include participating in tryouts, practice or any competitions or games for any interscholastic, intercollegiate or any sports activity not specifically shown in the *Schedule of Benefits*.

**Covered School Travel** means transportation for a Covered Person on a common carrier, school bus or private passenger automobile driven by a member of the faculty or staff of the school, a parent of the Covered Person or an adult with a valid driver's license. It will also include travel by foot or non-motorized bicycle between the Covered Person's home and a Supervised and Sponsored Activity.

#### **Exclusions**

- 1. This coverage will not be in effect during a Covered Person's Personal Deviation.
- 2. This coverage will not be in effect during travel to any Covered Activity that takes place outside the United States unless We have agreed in advance to provide it.

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

#### **SPORTS COVERAGE**

Provisions, exclusions and other conditions concerning travel apply only if indicated on the Schedule of Benefits.

We will pay benefits provided by this Policy, subject to all applicable conditions and exclusions, when the Covered Person suffers a Covered Loss or Incurs Covered Expenses resulting directly and independently of all other causes from a Covered Accident that occurs while he is participating in 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 United States 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;
- 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 to a Supervised and Sponsored Sports Activity, within or outside the United States when a Covered Person's participation in or attendance at it requires him to be away from his normal residence for a stay of one or more nights. Coverage for travel to any Covered Activity that takes place outside the United States will be covered only if We have agreed to it in writing.

#### **Definitions**

For purposes of this coverage:

**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;
  - b. at another site at which the Covered Activity is scheduled; and
- 1. is sponsored, organized or otherwise provided by the Sports Organization; and
- is supervised by a coach, referee, or by another adult specifically assigned supervisory duties and authority for that Covered Activity by the Sports Organization.

**Supervised and Sponsored Sports Activity** does not include participating in any activity, including tryouts, practice or any competitions or games for any sports activity not specifically shown in the *Schedule of Benefits*.

**Covered Sports Travel** means transportation for a Covered Person on a common carrier, Policyholder-provided bus or van, or private passenger automobile driven by an adult with a valid driver's license. It will also include travel by foot or non-motorized bicycle between the Covered Person's home and a Supervised and Sponsored Sports Activity.

#### **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 any Covered Activity that takes place outside the United States unless We have agreed in advance to provide it.
- 3. This coverage will not be in effect during a Covered Person's Personal Deviation.

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

**24-HOUR COVERAGE** (If selected on Voluntary Enrollment Form for Student Accident Insurance and the appropriate amount has been paid.)

We will pay benefits provided by this Policy, subject to all applicable conditions and exclusions, if the Covered Person suffers a Covered Loss or Incurs Covered Expenses as a direct result, independently of all other causes, of a Covered Accident that occurs any time while insured under this Policy.

#### **Exclusions**

This coverage will not be in effect while the Covered Person is participating in any activity, including any practice or any competitions or games for any sports noted in the *Schedule of Benefits*.

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

# **ACCIDENT INDEMNITY BENEFITS (for all plans)**

This Section describes the Accident Indemnity Benefits provided by this Policy. Benefit amounts and any applicable time requirements and limitations are shown in the *Schedule of Benefits*. Please read this and the *Common Exclusions* section in order to understand all of the terms, conditions and limitations applicable to these benefits.

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

#### **Covered Loss**

We will pay the benefit for any one of the Covered Losses listed in the *Schedule of Benefits*, if the Covered Person suffers a Covered Loss resulting directly and independently of all other causes from a Covered Accident within the applicable time period specified in the *Schedule of Benefits*.

If the Covered Person sustains more than one Covered Loss as a result of the same Covered Accident, benefits will be paid for the Covered Loss for which the largest available benefit is payable.

If a Covered Accident causes the Covered Person's death, the total of all Benefits We will pay for Accidental Death and any other Covered Losses will not exceed the largest Benefit payable for a Covered Loss.

**Definitions** Each definition described below will apply to this Policy only if a corresponding Covered Loss is listed for it in the Schedule of Benefits.

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 all vision in one eye which is irrecoverable by natural, surgical or artificial means.

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

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

Loss of a Thumb and Index Finger of the Same Hand or 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).

**Paralysis or Paralyzed** means total loss of use of a limb. A Physician must determine the loss of use to be complete and irreversible.

Quadriplegia means total Paralysis of both upper and both lower limbs.

Paraplegia means total Paralysis of both lower limbs or both upper limbs.

**Hemiplegia** means total Paralysis of the upper and lower limbs on one side of the body.

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

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

#### SCOPE OF COVERAGE APPLICABLE TO MEDICAL EXPENSE BENEFITS

Only the Scope of Coverage listed on the Policyholder Application will apply.

Covered Expenses and any applicable Deductibles are shown in the Schedule of Benefits.

#### Other Health Care Plan Benefits

When another Health Care Plan provides benefits in the form of services rather than cash payments, We 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**

We will pay Covered Expenses without regard to any Health Care Plan the Covered Person may have, after any applicable Deductible has been satisfied.

#### **Primary Excess Medical Expense**

We will pay Covered Expenses, up to the Primary Excess Benefit shown in the *Schedule of Benefits* after the Covered Person satisfies any applicable Deductible, without regard to any other Health Care Plan he may have. We then pay Covered Expenses 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.

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

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

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

Covered Expenses will not be reduced for:

- (a) emergency treatment within 24 hours after a Covered Accident which occurred outside the geographic service area of the HMO, PPO or similar arrangement; and
- (b) services rendered in a non-network facility or by a non-network provider, when such services are required for emergency treatment within 24 hours of a Covered Accident.

#### **Full Excess Medical Expense**

We will pay Covered Expenses:

- 1. after the Covered Person has satisfied any applicable 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.

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

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

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

Covered Expenses will not be reduced for:

- (a) emergency treatment within 24 hours after a Covered Accident which occurred outside the geographic service area of the HMO, PPO or similar arrangement; and
- (b) services rendered in a non-network facility or by a non-network provider, when such services are required for emergency treatment within 24 hours of a Covered Accident.

**Definitions** For purposes of the Accident Medical Benefits provided by this Policy:

**HMO** or 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 or service.

**PPO** or Preferred Provider Organization means an organization offering health care services through designated health care providers who agree to perform those services at rates lower than non-Preferred Providers.

We will pay benefits shown in the *Schedule of Benefits* for Covered Expenses Incurred by a Covered Person, subject to all applicable conditions and exclusions, for treatment of an injury that resulted directly and independently of all other causes from a Covered Accident.

#### Benefits will be paid:

- 1. when 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*; and
- 2. as long as the first expense has been Incurred within the number of days specified in the *Schedule of Benefits*; and
- 3. until any applicable Benefit Period shown in the Schedule of Benefits has expired; and
- 4. until the total of Covered Expenses paid equals any applicable Benefit Limit or maximum benefit shown in the *Schedule of Benefits*; and
- until benefits paid equal the Maximum for Accident Medical Expense Benefits shown in the Schedule of Benefits.

#### **Covered Expenses**

#### **Inpatient Hospital Services**

Room and Board Expenses - We will pay for

- 1. confinement in an intensive or coronary care unit, up to the maximum daily benefit shown in the *Schedule of Benefits* 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 – We will pay the Miscellaneous Expenses charged by a Hospital or ambulatory surgical center for outpatient surgery. Miscellaneous Expenses include, but are not limited to, X-ray, laboratory, in-Hospital physiotherapy, nurse services, orthopedic appliances, pre-admission tests and all necessary charges other than room and board, for services received during a Hospital Stay.

#### **Ambulatory Medical Center**

We will pay Covered Expenses Incurred for medical or surgical treatment provided in a licensed facility that provides ambulatory surgical or medical treatment and is not a Hospital or Physician's office.

#### **Emergency Room Treatment**

We will pay 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 Hospital Covered Expense.

# **Physician Services –** We will pay Covered Expenses for Covered Expenses listed below. Surgery

- 1. Covered Expenses charged for performing a surgical procedure through one incision. For the second procedure through the same incision, during the same surgical session, we will pay up to an additional 50% of the benefit payable for the primary surgical procedure. For the third procedure and each procedure thereafter through the same incision, during the same surgical session, we will pay up to an additional 25% of the benefit payable for the primary surgical procedure; and
- 2. Covered Expenses charged by an assistant surgeon assisting a Physician performing a surgical procedure;

- 3. 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;
- 4. Any braces, splints or other devices required after surgery to ensure proper healing.

Use of Physician's Surgical Facilities – Covered Expenses charged for the use of a Physician's surgical facilities.

Physician's Assistant – Covered Expenses charged by a Physician's Assistant for other than pre-or post-operative care, second opinion or consultation:

- 1. for in-Hospital visits; and
- for office visits.

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

In-Hospital or Office Visits – 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**

We will pay Covered Expenses Incurred for X-rays except dental X-rays, CT Scans, MRI's and laboratory tests.

#### **Outpatient Physiotherapy**

We will pay Covered Expenses Incurred for outpatient physiotherapy, which includes (a) acupuncture, (b) microthermy, (c) chiropractic adjustment, (d) manipulation, (e) diathermy, (f) massage therapy, (g) heat treatment, and (h) ultrasound treatment.

#### **Outpatient Nursing Services**

We will pay Covered Expenses Incurred for services other than routine Hospital care, rendered by a Nurse.

#### **Ambulance Services**

We will pay Covered Expenses Incurred for ground or air ambulance service to transport a Covered Person from the place where a Covered Accident occurred to the nearest medically appropriate facility. We will pay 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 Covered Person was transported is necessary to treat his injury.

#### **Medical Equipment Rental**

We will pay Covered Expenses Incurred for rental or, if less, for purchase of:

- 1. a wheelchair or hospital bed; or
- 2. other medical equipment that has permanent or temporary therapeutic value for the Covered Person and that can only be used by him. Examples of items that are not covered include but are not limited to computers, motor vehicles and modifications thereof, and ramps and installation costs.

#### **Medical Services and Supplies**

We will pay Covered Expenses Incurred for:

- 1. blood and blood transfusions, including processing and administration; and
- 2. cost and administration of oxygen and other gasses.

We will not pay for storage of blood for any reason.

#### **Dental Services**

We will pay Covered Expense Incurred for dental treatment, including X-rays, for injury to a tooth:

- 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.

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

Covered Expenses must be Incurred within the Benefit Period shown in the *Schedule* of *Benefits*. If there is more than one way to treat a dental problem, We will pay based on the least expensive procedure if that procedure meets commonly accepted standards of the American Dental Association.

#### **Prescription Drugs**

We will pay Covered Expenses Incurred for drugs that

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

**Expanded Medical Benefit for Sports Conditions** (Applies only if shown as Covered on the Policyholder Application.)

We will pay Covered Expenses Incurred for treatment of the existing Sports Conditions if they are aggravated by the Covered Persons' practice or participation in a Covered Activity, but only if his Physician has released him to participate in the Covered Activity during which the re-aggravation occurred.

Covered Sports Conditions: bursitis, strains/sprains, stress fractures, shin splints, heat strokes, injury to joints and surrounding muscle and tissues, hernia, muscle tears, tendonitis, tennis elbow and repetitive motion injuries.

## **Excluded Expenses**

None of the following will be considered Covered Expenses unless coverage is specifically provided.

- 1. cosmetic surgery or care, or treatment solely for cosmetic purposes, or complications therefrom. This exclusion does not apply to:
  - a cosmetic surgery resulting from an accident, if initial treatment of the Covered Person is begun within 12 months of the date of the Accident:
  - b reconstruction incidental to or following surgery resulting from a Covered Accident.
- 2. Any elective or routine treatment, surgery, health treatment or examinations, including any service, treatment or supplies that are (a) deemed to be experimental or investigational; and (b) are not recognized and generally accepted medical practice in the United States;
- 3. Blood, blood plasma or blood storage except expenses by a Hospital for processing or administration of blood;
- 4. Examination or prescriptions for, or purchase, repair or replacement of, eyeglasses, contact lenses, hearing aids, wheelchairs, appliances, orthopedic braces or orthotic devices;
- 5. Treatment in any Veterans' Administration, Federal or state facility unless there is a legal obligation to pay;
- 6. Services or treatment provided by persons who do not normally charge for their services, unless there is a legal obligation to pay;
- Rest cures or custodial care:
- 8. Repair or replacement of existing dentures, partial dentures, braces or bridgework;
- 9. Personal services such as television and telephone, or transportation;
- 10. Services or treatment provided by an infirmary operated by the Policyholder;
- 11. Treatment of injuries that result over a period of time, such as blisters, tennis elbow, et al, that are a normal, foreseeable result of participation in the Covered Activity.
- 12. Treatment or service provided by a private duty nurse;
- 13. Treatment of injury resulting from a condition that a Covered Person knew existed on the date of a Covered Accident, unless we have received a written medical release from his Physician:
- 14. Treatment of hernia of any kind.

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

**EXTENDED DENTAL EXPENSE BENEFIT** (If selected on Voluntary Enrollment Form for Student Accident Insurance and the appropriate amount has been paid.)

We will pay Extended Dental Expense Benefits, up to the Extended Dental Benefit Maximum shown in the *Schedule of Benefits*, for Covered Dental Expenses Incurred by a Covered Person, subject to all applicable conditions and exclusions, for treatment of Covered Injuries that result directly and independently of all other causes from a Covered Accident.

Benefits for Extended Dental Expenses will not be payable until the Accident Medical Expense Benefit Deductible is satisfied. If the Covered Person enrolled for *Extended Dental Expense Benefits* is also enrolled for *Accident Medical Expense Benefits* provided by this Policy, Dental Expense Benefits will be payable only under this provision, and not under the *Accident Medical Expense Benefits* provision.

## **Covered Dental Expenses**

Extended Dental Expenses must be Incurred within the Extended Dental Benefit Period shown in the *Schedule of Benefits*.

Covered Dental Expenses include expenses Incurred for treatment, including X-rays, to repair injury to a tooth (1) with no fillings or cavities or only fillings or cavities that do not undermine the tooth cusps; and (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; or to the supporting structures of the teeth of a Covered Person under 21 years of age. If there is more than one way to treat a dental problem, We will pay based on the least expensive procedure if that procedure meets commonly accepted standards of the American Dental Association.

#### **Deferred Treatment Expenses**

We will pay Covered Dental Expenses Incurred after the end of the Extended Dental Benefit Period only if:

- the Covered Person submitted a claim for those expenses within 30 days of the end of the Extended Dental Benefit Period, which contains a statement signed by a Physician that treatment cannot be completed within the Extended Dental Benefit Period, along with an estimate of cost and duration; and
- 2. Deferred Treatment Expenses are Incurred within the Deferred Treatment Period Shown in the *Schedule of Benefits*; and
- 3. the total of Deferred Treatment Expenses does not exceed the Deferred Treatment Maximum; and
- 4. the total of Extended Dental Expenses and Deferred Treatment Expenses does not exceed the Extended Dental Benefit Maximum.

**Exclusions** Exclusions that apply to this Benefit are specified in the *Common Exclusions* Section

# **LIMITATIONS**

Non-Duplication of Benefits When This Policy and Other Plans Are Excess This provision applies if benefits under any other Health Care Plan are Covered Expenses under this Policy and coverage under this Policy and the other Plan are excess.

We pay a pro rata share of the total amount of Covered Expenses. In no case will the total benefits payable exceed 100% of the Covered Expenses.

Our pro rata share equals the total of benefits payable under this Policy multiplied by a fraction, of which the numerator is the benefits We pay and the denominator is the total of benefits payable by all Health Care Plans for the same Covered Accident.

#### ADDITIONAL BENEFIT RIDER

This Rider is attached to and made part of this Policy or Certificate. It is subject to all of the Policy or Certificate provisions that do not conflict with its provisions.

Policy Number: Refer to Page 1 of Policy Rider Effective Date: Refer to Page 1 of Policy

The following section is added to the Schedule of Indemnity Benefits.

#### **CRISIS DEATH BENEFIT**

Benefit Amount \$10,000 per Covered Person, up to a Maximum of \$100,000 per incident.

The following section is added to the Description of Accident Indemnity Benefits.

#### **CRISIS DEATH BENEFIT (for all plans)**

We will pay benefits shown in the *Schedule of Benefits*, subject to all applicable conditions and exclusions, if the Covered Person's death results, directly and independently of all other causes, from another person's use of a gun or a knife to commit an act of violence while insurance under this Policy is in effect. Such an act of violence must occur:

- 1. on School premises during Normal School Hours; or
- 2. during a Covered Activity.

The Maximum shown in the *Schedule of Benefits* will be divided equally among all Covered Persons if the benefit payable for each Covered Person multiplied by the number of benefits payable for any one Covered Accident would exceed that Maximum.

**Definition** For purposes of this benefit:

**Normal School Hours** means a scheduled period of instruction beginning one half hour before the first scheduled period of instruction of the day begins and ending one half hour after the last scheduled period of instruction of the day ends. If the Covered Person is serving a detention after Normal School Hours, the period is extended until one half hour after the end of the period of detention for that day.

#### **Exclusions**

Benefits will not be payable if:

- 1. the act of violence occurs while the Covered Person is traveling to and from School, or to and from a Covered Activity:
- 2. the act of violence is committed by a parent or sibling; or
- 3. the Covered Person produces or obtains a gun or a knife during the incident and is killed, whether or not the Covered Person is acting in self defense.

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

All other benefits and provisions of the Policy or Certificate remain the same.

**QBE** Insurance Corporation

Russell Johnston, President



# NOTICE CONCERNING COVERAGE LIMITATIONS AND EXCLUSIONS UNDER THE WEST VIRGINIA LIFE AND HEALTH INSURANCE GUARANTY ASSOCIATION ACT

Residents of West Virginia who purchase life insurance, annuities or health insurance should know that the insurance companies licensed in this state to write these types of insurance are members of the West Virginia Life and Health Insurance Guaranty Association. The purpose of this Association is to assure that policyholders will be protected, within limits, in the unlikely event that a member insurer becomes financially unable to meet its obligations. If this should happen, the Guaranty Association will assess its other member insurance companies for the money to pay the claims of insured persons who live in this state and, in some cases, to keep coverage in force. The valuable extra protection provided by these insurers through the Guaranty Association is not unlimited, however. And, as noted in the box below, this protection is not a substitute for consumers' care in selecting companies that are well-managed and financially stable.

The West Virginia Life and Health Insurance Guaranty Association may not provide coverage for this policy. If coverage is provided, it may be subject to substantial limitations or exclusions, and require continued residency in West Virginia. You should not rely on coverage by the West Virginia Life and Health Insurance Guaranty Association in selecting an insurance company or in selecting an insurance policy. For a complete description of coverage, consult Article 26A, Chapter 33 of the West Virginia Code.

Coverage is NOT provided for your policy or any portion of it that is not guaranteed by the insurer or for which you have assumed the risk.

Insurance companies or their agents are required by law to give or send you this notice. However, insurance companies and their agents are prohibited by law from using the existence of the Guaranty Association to induce you to purchase any kind of insurance policy.

The Guaranty Association or the West Virginia Insurance Commission will respond to questions you may have which are not answered by this document. Policyholders with additional questions may contact:

West Virginia Life and Health Insurance Guaranty Association P. 0. Box 816
Huntington, West Virginia 25712

West Virginia Insurance Commissioner Consumer Services Division 1124 Smith Street, Room 309 P 0 Box 50540 Charleston, West Virginia 25305-0540 Toll Free 1-888-879-9842 TDY 1-800-435-7381

The state law that provides for this safety-net is called the West Virginia Life and Health Insurance Guaranty Association Act. On the back of this page is a brief summary of this law's coverages, exclusions and limits. This summary does not cover all provisions of the law nor does it in any way change anyone's rights or obligations under the Act or the rights or obligations of the Guaranty Association.

Generally, individuals will be protected by the West Virginia Life and Health Insurance Guaranty Association if they live in West Virginia and hold a life or health insurance contract, annuity contract, unallocated annuity contract, or if they are insured under a group life, health or annuity insurance contract, issued by a member insurer. Member insurer also includes non-profit service corporations (W. Va. Code 33-24) and health care corporations (W. Va. Code 33-25). The beneficiaries, payees or assignees of insured persons are protected as well, even if they live in another state.

#### **EXCLUSIONS FROM COVERAGE**

However, persons holding such policies are **NOT** protected by this Association if:

- they are eligible for protection under the laws of another state (this may occur when the insolvent insurer was incorporated in another state whose guaranty association protects insureds who live outside that state);
- the insurer was not authorized to do business in this state;
- the policy was issued at a time when the insurer was not licensed or authorized to do business in this state:
- their policy was issued by an HMO, a fraternal benefit society, a mandatory state pooling plan, a mutual protective association or similiar plan in which the policyholder is subject to future assessments, an insurance exchange, or any entity similar to the above.

The Association also does **NOT** provide coverage for:

- any policy or portion of a policy which is not guaranteed by the insurer or for which the individual or contractholder has assumed the risk:
- any policy of reinsurance (unless an assumption certificate was issued);
- interest rate yields that exceed an average rate;
- dividends;
- credits given in connection with the administration of a policy by a group contractholder;
- employer or association plans to the extent they are self-funded (that is, not insured by an insurance company, even if an insurance company administers them) or uninsured, including:
  - (I) multiple employer welfare arrangement;
  - (ii) minimum premium group insurance plan;
  - (iii) stop loss group insurance plan; or
  - (iv) administrative services only contract.
- any unallocated annuity contracts issued to an employee benefit plan protected under the federal pension guaranty corporation;
- any portion of an unallocated contract which is not issued to or in connection with a specific employee, union or association's benefit plan or a governmental lottery.

#### LIMITS ON AMOUNT OF COVERAGE

The Act also limits the amount the Association is obligated to pay out: The Association cannot pay more than what the insurance company would owe under a policy or contract. Also, for any one insured life, the Association will pay a maximum of \$300,000 - no matter how many policies and contracts there were with the same company, even if they provided different types of coverages. Within this overall \$300,000 limit, the Association will not pay more than \$100,000 in cash surrender values, \$100,000 in health insurance benefits, \$100,000 in present value of annuities, or \$300,000 in life insurance death benefits - again, no matter how many policies and contracts there were with the same company, and no matter how many different types of coverages.

Note to benefit plan trustees or other holders of unallocated annuities (GICS, DACS, etc.) covered by the Act: for unallocated annuities that fund governmental retirement plans under section 401(k), 403(b), or 457 of the Internal Revenue Code, the limit is \$150,000 in present value of annuity benefits including net cash surrender and net cash withdrawal per participating individual. In no event shall the Association be liable to spend more than \$300,000 in the aggregate per individual; for covered unallocated annuities that fund other plans, a special limit of \$1,000,000 applies to each contractholder, regardless of the number of contracts held with the same company or number of persons covered. In all cases, of course, the contract limits also apply.

# NOTICE OF QBE® PRIVACY POLICIES AND PRACTICES

FACTS	WHAT DOES QBE DO WITH YOUR PERSONAL INFORMATION?		
Why?	Your privacy is important to us. At QBE, we know that you have use customer information.	e an interest in how we	collect, keep, and
What?	<ul> <li>At QBE, we collect, keep and use information about our custon and our agents may collect the following information about you</li> <li>Information included on your applications or other forms. (Formation about your transactions with us or our affiliates payment history).</li> <li>Information from consumer reporting agencies and insuran credit relationships and history, motor vehicle reports and collinormation from other sources. (For example, medical information from visits to the QBE web site.</li> </ul>	and people covered un For example, name, action . (For example, service ce-support organization claims history).	nder your policy: Idress, and Social es purchased and ens. (For example,
How?	All financial companies need to share customers' information to below, we list the reasons financial companies can share their chooses to share; and whether you can limit this sharing.		
Reasons we	e can share your personal information	Does QBE share?	Can you limit this sharing?
transactions	eryday business purposes — such as to process your, maintain your account(s), respond to court orders and gations, or report to credit bureaus	Yes	No
For joint m	arketing with other financial companies.	No	We don't share
	iliates' everyday business purposes — information ransactions and experiences	Yes	No

<b>For our everyday business purposes</b> — such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For joint marketing with other financial companies.	No	We don't share
For our affiliates' everyday business purposes — information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes — information about your creditworthiness	No	We don't share
For affiliates to market to you – to offer our products and services to you.	Yes	No
For nonaffiliates to market to you	No	We don't share

**Questions?** 

Please Contact: QBE Americas, Inc.

Attn: Privacy Official Corporate Legal Department One General Drive Sun Prairie, WI 53596 1.800.362.5448

Who we are	
Who is providing this notice?	QBE U.S. legal entities that use the names listed on page 3 of this Notice.

What we do	
How does QBE protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
How does QBE collect my personal information?	If we need to confirm or obtain additional information about our customers, we may contact outside sources. These sources may include agents, brokers, insurance support organizations, consumer reporting agencies, medical providers and government agencies. The information we collect from these outside sources may include claims history, employment information and medical reports. Information obtained from outside sources may be kept by these outside sources and disclosed to other persons, as permitted by law.
Why can't I limit all sharing?	Federal law gives you the right to limit some but not all sharing related to:  • affiliates' everyday business purposes — information about your credit worthiness  • affiliates from using your information to market to you  • nonaffiliates to market to you  State laws and individual QBE companies may give you more rights to limit sharing.

Definitions	
Affiliates	Companies related by common ownership or control. They can be insurance and non-insurance companies. Our affiliates include companies listed on page 3 of this Notice.
Nonaffiliates	Companies not related by common ownership or control. They can be insurance and non-insurance companies.
Third Parties	QBE carefully chooses service providers to help us provide quality insurance services to our customers. We are careful to protect customer privacy when we share information with them. We may share customer information with the types of third parties listed below.  • Financial service providers. (For example, insurance agents).
	<ul> <li>Financial service providers. (For example, insurance agents).</li> <li>Hospitals, medical clinics or physicians.</li> </ul>
	<ul> <li>Adjusters, appraisers, investigators and attorneys (To investigate or settle a claim involving you).</li> </ul>
	<ul> <li>Insurance-support organizations that help detect and prevent insurance crimes or fraudulent claims (such as the National Insurance Crime Bureau). Information collected by such organizations may be kept by them and later shared with others who use these reports.</li> </ul>
	People that conduct actuarial or underwriting studies.
	<ul> <li>Companies that perform services for us or on our behalf. (For example, vendors we hire to respond to customer requests or to maintain or develop software for us).</li> </ul>
	We require third parties to comply with strict standards regarding security and confidentiality of customer information. They are not permitted to release customer information or use it for their own purposes. Third parties are also not allowed to sell any customer information we share with them to any other party.
	There may be times when we are required by law to disclose information about you to nonaffiliated third parties. For example, we may disclose information in response to a subpoena. We may share information to help detect or prevent fraud. We may have to give information to law enforcement or governmental agencies. We also may share information if you give us written permission first.
	We do not sell or share customer information to or with any party outside of QBE for purposes of independently selling their products to our customers.

# Other important information

#### How You Can Review Recorded Information About You:

People covered under your policy have the right to review information about them in our files. They may write us at the address shown on this notice if they want to know what information we have on file. We will need their complete name, address, date of birth, and all your policy numbers. They will need to tell us what information they would like to receive or view. We will act on their request within 30 days of receiving it. We will let them know the nature of the information about them in our files. We will tell them with whom we have shared this information in the past two years. We will also give them the name and address of any consumer reporting agency that prepared a report about them in our files. They can contact the consumer reporting agency to get a copy of that report.

If they would prefer to view and copy the information in the file in person, they will need to let us know in their request.

## If You Disagree With Our Records:

A person covered under your policy should contact us if they think any of our information is incorrect. They should tell us what is wrong and why. They may ask us to correct, amend or delete it. Within 30 days of receiving their request, we will change their information in our files or let them know that we refused to change their information.

If we make any changes to their information, we will let them know of those changes. We will also let the parties listed below know of those changes.

- Any party that may have, in the past 2 years, been given such information.
- Any insurance-support organization that we have given the information to within the past 7 years.
- Any insurance-support organization that gave us the information.
- Consumer Reporting Agencies (CRAs).

If we do not make changes, we will give them the reasons why and let them know of their right to file a statement. Their statement should tell us what they think is the correct information. They should also tell us why they disagree with our refusal. Their statements will be kept in their file and given to anyone that reviews the information. If we need to disclose the disputed information, we will mark the matter(s) in dispute and include their statement(s).

**Privacy Policy Changes:** We will notify you if we make changes to our privacy policy. We may make changes to comply with applicable laws or to conform to our current business practices. QBE reserves the right to change its privacy policies at any time.

# **QBE U.S. legal entities**

# This notice is being provided on behalf of the following QBE affiliates:

QBE Insurance Corporation
QBE Specialty Insurance Company
General Casualty Company of Wisconsin
General Casualty Insurance Company
Blue Ridge Indemnity Company
Regent Insurance Company
Hoosier Insurance Company
Southern Guaranty Insurance Company

Southern Pilot Insurance Company Southern Fire & Casualty Company Unigard Insurance Company Unigard Indemnity Company Praetorian Insurance Company North Pointe Insurance Company Stonington Insurance Company QBE Americas, Inc.

QBE is a registered service mark of QBE Insurance Group Limited.



# Notice to Policyholders U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL ("OFAC")

NO COVERAGE IS PROVIDED BY THIS POLICYHOLDER NOTICE NOR CAN IT BE CONSTRUED TO REPLACE ANY PROVISIONS OF YOUR POLICY. YOU SHOULD READ YOUR POLICY AND REVIEW YOUR POLICY'S SCHEDULE OF BENEFITS FOR COMPLETE INFORMATION ON THE COVERAGES YOU ARE PROVIDED.

THIS NOTICE PROVIDES INFORMATION CONCERNING POSSIBLE IMPACT ON YOUR INSURANCE COVERAGE DUE TO DIRECTIVES ISSUED BY OFAC.

#### PLEASE READ THIS NOTICE CAREFULLY

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous:

- > Foreign agents;
- > Front organizations;
- > Terrorists;
- > Terrorist organizations; and
- ➤ Narcotics traffickers:

as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's web site - http://www.treas.gov/ofac.

In accordance with OFAC regulations, if it is determined that you or any person insured under this policy, or any person or entity claiming the benefits of this insurance, has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, insurance provided to such SDN will be considered a blocked or frozen contract, and all provisions of this insurance applicable to him are immediately subject to OFAC. When an insurance policy is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made to or on behalf of the SDN without authorization from OFAC. Other limitations on the premiums and payments also apply.