# GUARANTEE TRUST LIFE INSURANCE COMPANY

Glenview, Illinois

**Application for: GROUP BLANKET ACCIDENT INSURANCE**

**Name of Policyholder:** St. John Hudson USD 350

**Effective Date:** August 01, 2023

**Address:** Josh Meyer, Superintendent
505 N. Broadway
St. John, KS 67576

**Termination Date:** August 01, 2024

**Policy Number:** 154-127-108-G

**Total Premium:** $1,704.60

**Eligible Persons:**

- [X] Students who are enrolled and attending the Policyholder's school
- [ ] Guests/Recruits (applicable only if Football Accident Coverage or All Sports Accident Coverage is elected).
- [ ] Participants of the Policyholder's organization

**Coverage Selected (check one):**

| | |
|---|---|
| [ ] **Football Accident Coverage**<br>All players will be covered.<br>Deductible:<br>Insured Percent: %<br>Maximum Benefit Amount:<br>Accidental Death Benefit: $<br>Dismemberment Benefit Up To: $<br>Benefit Period<br>Initial Treatment Period<br>[ ] Designated Vehicle coverage | [X] **All Sports Coverage**<br>All players will be covered for all sports.<br>Deductible: $0.00<br>Insured Percent: 100%<br>Maximum Benefit Amount: $25,000.00<br>Accidental Death Benefit: $10,000.00<br>Dismemberment Benefit Up To: $10,000.00<br>Benefit Period 104 weeks<br>Initial Treatment Period 60 days<br>[X] Designated Vehicle coverage |
| [X] **Student Accident Coverage**<br>[X] School-Time*<br>[ ] 24-Hour-A-Day (Students only)*<br>[ ] 24-Hour-A-Day (Students and their Dependents)<br>*All students enrolled at the Policyholder's school will be insured.<br>Deductible: $0.00<br>Insured Percent: 100%<br>Maximum Benefit Amount: $25,000.00<br>Accidental Death Benefit: $10,000.00<br>Dismemberment Benefit Up To: $10,000.00<br>Benefit Period 104 weeks<br>Initial Treatment Period 60 days<br>[X] Designated Vehicle coverage<br>[ ] Coverage while traveling to/from residence | [ ] **Other Accident Coverage**<br>All participants will be covered while participating in the following Covered Activities:<br>_____<br>_____<br>_____<br>Deductible:<br>Insured Percent: %<br>Maximum Benefit Amount:<br>Accidental Death Benefit: $<br>Dismemberment Benefit Up To: $<br>Benefit Period<br>Initial Treatment Period<br>[ ] Designated Vehicle coverage<br>[ ] Coverage while traveling to/from residence |

**If the Deductible varies by Sport, please list the Sport and the Deductible Amount selected below:**

Sport: _____ Deductible Amount: $ _____

Sport: _____ Deductible Amount: $ _____

Sport: _____ Deductible Amount: $ _____

**Optional Coverages (check one or more):**

- [X] Off-season Physical Conditioning (not available with Student Accident Coverage)
- [X] Heart and/or circulatory malfunction resulting from participation in a Covered Activity
- [X] Repetitive motion injuries
- [ ] HMO/PPO Denial Benefit Option
- [ ] Re-aggravation or re-injury of a Pre-existing Condition

Coverage selected will become effective on the date shown above and final premium is to be paid upon receipt of an invoice for the required premium.

It is agreed that any claim form presented by the Policyholder will certify that the claimant was actually injured while attending, playing, or practicing, or attending school as a student of the policyholder.

Any person who knowingly and with intent to injure, defraud or deceive any insurer files a statement of claim containing any false, incomplete, or misleading information may be guilty of insurance fraud and subject to criminal and civil penalties.

Policyholder agrees that they may receive the policy and other GTL correspondence electronically. Policyholder also understands they have the right to opt-out of Electronic Policy Fulfillment and receive a paper copy of the policy (policies), and any other correspondence, free of charge.

Authorized Signature: _____ Date: _____

Agent Signature: Kyle R. McWeeney Date _____

**GUARANTEE TRUST LIFE INSURANCE COMPANY**
**1275 Milwaukee Avenue, Glenview, Illinois 60025**

This Policy is issued to the Policyholder by Guarantee Trust Life Insurance Company herein referred to as We Us, Our) on the Policy Effective Date at 12:01 a.m. standard time at Policyholder's address. The Policyholder and Policy Effective Date are shown on the Schedule of Benefits.

This Policy is governed by the laws of the State where it is issued and is a legal contract between Us and Policyholder.

We hereby insure Eligible Persons of the Policyholder for whom premium has been timely paid. Eligible Persons are defined on the Schedule of Benefits. Company agrees to pay benefits set forth in the Policy. Benefit payment is governed by the terms of this Policy.

**READ YOUR POLICY CAREFULLY.**

Secretary

President

**ONE YEAR NON-RENEWABLE TERM**

**BLANKET ACCIDENT POLICY**

**NON-PARTICIPATING**

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## DEFINITIONS

**Accident:** A sudden, unforeseeable, external event which results in an Injury.

**Ambulance:** A vehicle which is licensed solely as an ambulance by the local regulatory body to provide:

1. transportation to a Hospital; or
2. transportation from one Hospital to another for those individuals who are unable to travel to receive medical care by any other means.

Air ambulance charges are only eligible for transportation from the site of an Emergency to the nearest appropriate facility or from facility to facility.

**Ambulatory Surgical Facility:** A facility which meets licensing and other legal requirements and which:

1. Is equipped and operated to provide medical care and treatment by a Doctor;
2. Does not provide services or accommodations for overnight stays;
3. Has a medical staff that is supervised full time by a Doctor;
4. Has full-time services of a licensed registered nurse (R.N.) at all times when patients are in the facility;
5. Has at least one operating room and one recovery room and is equipped to support any surgery performed;
6. Has X-ray and laboratory diagnostic facilities;
7. Maintains a medical record for each patient; and
8. Has a written agreement with at least one Hospital for the immediate transfer of patients who develop complications or need confinement.

**Benefit Period:** The number of days following the date of an Injury during which Covered Charges must be incurred, subject to the Initial Treatment Period. The Benefit Period begins on the date of Injury and ends on the last day of the Benefit Period. The Benefit Period is shown on the Schedule of Benefits.

**Concussion:** A traumatic brain injury caused by an external physical force that may produce a diminished or altered state of consciousness, which results in an impairment of cognitive abilities, physical functioning or the disturbance of behavioral or emotional functioning. These impairments may be temporary or permanent and cause partial or functional disability or psychosocial maladjustment. It must:

a. Occur while the Policy is in force;
b. Occur while the Insured is participating in a Covered Activity; and
c. Diagnosed or treated by a Doctor within 5 days of the Injury.

**Covered Activity:** Any activity which the Policyholder requires the Insured to attend, or any activity of the Policyholder's school, including field trips, which is under the sole control and supervision of the Policyholder, but not including activities which are under the sponsorship or supervision arrangement with any non-Policyholder group.

**Covered Charge:** The Reasonable and Customary charge for a service or supply listed in this Policy which is performed or given under the direction of a doctor for the Medically Necessary treatment of an Injury. A Covered Charge is considered incurred on the date the treatment or service is rendered or the supply is furnished.

**Deductible:** A dollar amount of Covered Charges paid by the Insured during the Deductible Period before We pay any benefits under the Accident Medical Expense Benefit. The Deductible is shown on the Schedule of Benefits.

**Designated Vehicle:** A Motor Vehicle designated by and under the direct supervision of the Policyholder and operated by a properly licensed adult driver which transports Insureds to and from Covered Activities.

**Doctor:** A legally qualified person licensed in the healing arts and practicing within the scope of his or her license and who is not a Family Member.

**Durable Medical Equipment:** A device which:

1. is primarily and customarily used for medical purposes; and
2. is specially equipped with features and functions that are generally not required in the absence of Injury; and
3. is used exclusively by the Insured; and

4. is routinely used in a Hospital but can be used effectively in a non-medical facility; and
5. can be expected to make a meaningful contribution to the Insured's Injury; and
6. is prescribed by a Doctor and the device is Medically Necessary for the Insured's rehabilitation.
7. Includes cryotherapy sequential compression units and their accessories.

Durable Medical Equipment does not include, and is not limited to the following:

1. comfort and convenience items; and
2. equipment that can be used by Family Members other than the Insured; and
3. health exercise equipment; and
4. equipment that may increase the value of the Insured's Residence.
5. Modifications to the Insured's residence, property or automobiles, such as ramps, elevators, spas, air conditioners and vehicle hand controls; or
6. Corrective shoes; or
7. Exercise and sports equipment.

**Eligible Person:** A member of the Policyholder's organization as defined on the Schedule of Benefits.

**Emergency:** An Injury for which the Insured seeks immediate medical treatment at the nearest available facility. The condition must be one which manifests itself by acute symptoms which are sufficiently severe (including severe pain) that, without immediate medical care, the Insured could reasonably expect that:

1. his or her life or health would be in serious jeopardy; or
2. his or her bodily functions would be seriously impaired; or
3. a body organ or part would be seriously damaged.

**Experimental/Investigational:** A drug, device or medical care or treatment will be considered experimental/investigational if:

1. the drug or device cannot be lawfully marketed without approval of the U.S. Food and Drug Administration, and approval for marketing has not been given at the time the drug or device is furnished; or
2. the informed consent document utilized with the drug, device, medical care or treatment states or indicates that the drug, device, medical care or treatment is part of a clinical trial, experimental phase or investigational phase or if such a consent document is required by law; or
3. the drug, device, medical care or treatment or the patient informed consent document utilized with the drug, device or medical care or treatment was reviewed and approved by the treating facility's Institutional Review Board or other body serving a similar function, or if federal or state law requires such review and approval; or
4. reliable evidence shows that the drug, device or medical care or treatment:
    a. is the subject of ongoing Phase I or Phase II clinical trials; or
    b. is the research, experimental study or investigational arm of on-going Phase III clinical trials; or
    c. is otherwise under study to determine its maximum tolerated dose, its toxicity, its safety, its efficacy or its efficacy as compared with a standard means of treatment of diagnosis;
    d. or
5. reliable evidence shows that the prevailing opinion among experts regarding the drug, device or medical care or treatment is that further studies or clinical trials are necessary to determine its maximum tolerated dose, its toxicity, its safety, its efficacy or its efficacy as compared with a standard means of treatment of diagnosis.

Reliable evidence means only:

1. published reports and articles in authoritative medical and scientific literature; or
2. written protocol or protocols by the treating facility studying substantially the same drug, device or medical care or treatment; or
3. the written informed consent used by the treating facility or other facility studying substantially the same drug, device or medical care or treatment.

Covered Charges will be considered in accordance with the drug, device or medical care at the time the charge is incurred.

**Family Member:** A person who is related to the Insured in any of the following ways: spouse, domestic or civil union partner (as defined, and as permitted, by law), brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, father-in-law, parent (includes stepparent), brother or sister (includes stepbrother or stepsister), or child (includes legally adopted, step or foster child).

**Hospital:** An institution licensed, accredited or certified by the State which:

1. is accredited by the Joint Commission on Accreditation of Healthcare Organizations; and
2. provides 24-hour nursing service by registered nurses (R.N.); and
3. mainly provides diagnostic and therapeutic care under the supervision of Doctors on an inpatient basis; and
4. maintains permanent surgical facilities or has an arrangement with another surgical facility supervised by a staff of one or more Doctors.

The term Hospital also includes tax-supported institutions, which are not required to maintain surgical facilities.

The term Hospital does not include a place, special ward, floor or other accommodation used for:
1. custodial or educational care; or
2. rest, or
3. the aged; or
4. a nursing home;

or an institution mainly rendering treatment or services for mental illness or substance abuse.

**Hospital Confined/Hospital Confinement:** Confinement in a Hospital for at least 18 consecutive hours by reason of an Injury for which benefits are payable.

**Initial Treatment Period:** The number of days following an Injury during which the Insured must seek initial treatment for an Injury. The Initial Treatment Period is shown on the Schedule of Benefits.

**Injury:** Bodily injury due to an Accident which:
1. results directly and independently of disease, bodily infirmity or any other causes; and
2. solely, directly and independently of all other causes results in medical expense; and
3. occurs after the effective date of the Insured's coverage under this Policy; and
4. occurs while this Policy is in force.

All injuries sustained in any one Accident, including all related conditions and recurrent symptoms of these Injuries, are considered a single Injury.

**Insured:** An Eligible Person who has satisfied all of the following requirements:
1. He or she is eligible for coverage under the Policy.
2. He or she has been accepted for coverage under the Policy, or has been automatically added.
3. Premium has been paid for him or her.
4. His or her coverage has become effective and has not terminated.

**Insured Percent:** The percentage of Covered Charges We pay for each Injury. The Insured Percent is shown in the Schedule of Benefits.

**Intensive Care Unit:** A specifically designed facility of the Hospital that provides the highest level of medical care; and which is restricted to those patients who are critically ill or injured. Such facility must be separate and apart from the surgical recovery room and from rooms, beds and wards customarily used for patient confinement. They must be permanently equipped with special life-saving equipment for the care of the critically ill or injured; and under constant and continuous observation by nursing staff assigned on a full-time basis, exclusively to the Intensive Care Unit. Intensive Care Unit does not mean any of these step-down units: progressive care; sub-acute intensive care; intermediate care units; private monitored rooms; observation units; or other facilities which do not meet the standards for Intensive Care.

**Interscholastic:** A sport or activity organized between schools or representatives of the schools.

**Maximum Benefit Amount:** The maximum amount of benefits We will pay for any one Injury under the Accident Medial Expense Benefit. The Maximum Benefit Amount is shown on the Schedule of Benefits.

**Medically Necessary:** A treatment, drug, device, procedure, supply or service that is necessary and appropriate for the diagnosis or treatment of an Injury in accordance with generally accepted standards of medical practice in the United States at the time it is provided. When specifically applied to Hospital confinement, it means that the diagnosis or treatment of symptoms or a condition cannot be safely provided on an outpatient basis.

A treatment, drug, device, procedure, supply or service shall not be considered as Medically Necessary if it:
1. is Experimental/Investigational or for research purposes; or

2. is provided solely for education purposes or the convenience of the Insured, the Insured's family, Doctor, Hospital or any other provider; or
3. exceeds in scope, duration, or intensity that level of care that is needed to provide safe, adequate and appropriate diagnosis or treatment and where ongoing treatment is merely for maintenance or preventive care; or
4. could have been omitted without adversely affecting the person's condition or the quality of medical care; or
5. involves the use of a medical device, drug or substance not formally approved by the United States Food and Drug Administration; or
6. involves a service, supply or drug not considered reasonable and necessary by the Healthcare Financing Administration Medicare Coverage Issues Manual; or
7. can be safely provided to the patient on a less cost-effective basis such as outpatient, by a different medical professional, or pursuant to a more conservative form of treatment.

We reserve the right to determine whether a service, supply, or drug is Medically Necessary.

**Mental or Nervous Disorder:** Any condition or disease, regardless of its cause, listed in the most recent edition of the *International Classification of Diseases* as a Mental Disorder on the date the medical care or treatment is rendered to the Insured.

**Motor Vehicle:** Any registered motorized vehicle or conveyance with four or more wheels which is designated for travel on public roads or property and is not otherwise excluded.

**Off-Season Physical Conditioning:** School/team sanctioned and supervised off-season workouts and training for covered student athletes.

**Physical Therapy:** Non-surgical physical or mechanical therapy, diathermy, ultrasonic therapy, heat treatment in any form, manipulation or massage.

**Policyholder:** The entity to which this Policy is issued.

**Policy Year:** The period of 12 months following the Policy's Effective Date.

**Post Injury Concussion Testing:** An assessment to evaluate brain function following a Concussion for the purpose of clinical management of the Concussion. It must be:

a. compared against a prior established baseline test;
b. related to a covered Injury to the head received during participation in a Covered Activity;
c. initially performed within 30 days of the Injury; and
d. recommended by a Doctor.

**Pre-existing Condition:** A condition for which medical care, treatment, diagnosis or advice was received or recommended within the twelve months prior to the Insured's Effective Date of coverage under this Policy.

**Prescription Drugs:** Drugs which may only be dispensed by written prescription under Federal law, and approved for general use by the Food and Drug Administration. The drugs must be dispensed by a licensed pharmacy provider for the Insured's outpatient use.

**Reasonable and Customary Charges, Fees or Expenses:** The most common charge for similar professional services, drugs, procedures, devices, supplies or treatment within the area in which the charge is incurred, so long as those charges are reasonable. The most common charge means the lesser of:

1. the actual amount charged by the provider; or
2. the negotiated rate; or
3. the charge which would have been made by the provider (Doctor, Hospital, etc.) for a comparable service or supply made by other providers in the same Geographic Area as reasonably determined by Us for the same service or supply.

"Geographic Area" means the three digit zip code prefix in which the service, treatment, procedure, drugs or supplies are provided; or a greater area if necessary to obtain a representative cross-section of charge for a like treatment, service, procedure, device, drug or supply.

**Repetitive Motion Injuries:** Temporary or permanent injuries to muscles, nerves, ligaments, and tendons caused by doing the same motion over and over again.

**Residence:** The home and land or property on which the Insured's dwelling or home is located.

**Sound Natural Teeth:** Natural teeth, the major portion of the individual tooth which is present, regardless of fillings and caps; and is not carious, abscessed, or defective.

**Terrorist Activity:** An act or acts of any person or group(s) of persons, committed for political, religious, ideological or similar purposes with the intention to influence any government and/or to put the public, or any section of the public, in fear. It may include, but not be limited to the actual use of force or violence and/or the threat of such use. The perpetrators of Terrorist Activity can either be acting alone or on behalf of, or in connection with any organization(s) or governments.

**Urgent Care Center:** A healthcare facility, separate and distinct from a Hospital, providing immediate short-term medical care for minor conditions without an appointment but where immediate medical care is necessary.

**We, Us, Our means:** Guarantee Trust Life Insurance Company.

## CONDITIONS OF INSURANCE

### ELIGIBILITY

An Eligible Person, as shown on the Schedule of Benefits, is eligible to be insured on the Policy Effective Date, or the date he or she becomes eligible, if later.

We maintain the right to investigate eligibility status to verify that eligibility requirements are met as defined by the Policyholder. If We discover that eligibility requirements are not met, Our only obligation is to refund any premium paid for that person, less any claims paid.

### EFFECTIVE DATE

**Policyholder:** This Policy shall be effective on the later of:
1. The Effective Date shown on the application; or
2. The date We approve the application.

The Effective Date is shown on the Schedule of Benefits.

**Insured:** Subject to receipt of premium, coverage is effective on the Effective Date shown on the Schedule of Benefits.

### TERMINATION

**Policyholder:** This Policy is issued for the term stated on the Schedule of Benefits, on the Effective Date of this Policy.

**Insured: All Sports Accident Coverage.** Coverage will terminate at the earlier of:
1. the date the Policy terminates; or
2. the date the Insured ceases to be a member of the Policyholder's sports teams; or
3. the last day of regularly scheduled sports activity in which the Insured participates; or
4. the date the Insured ceases to be an Eligible Person; or
5. the end of the period for which any applicable premium has been paid.

**Insured: School-Time Student Accident Coverage.** Coverage will terminate at the earlier of:
1. the date the Policy terminates; or
2. the date the Insured ceases to be an Eligible Person; or
3. the end of the period for which any applicable premium has been paid.

Termination of coverage will not affect a claim for a covered loss that occurred while the Insured's coverage was in force.

We have the right to terminate the coverage of any Insured who submits a fraudulent claim under the Policy.

## SCOPE OF COVERAGE

Subject to the Eligibility, Effective Date, and Termination provisions, an Insured will be covered for Accidental Injury that occurs while insured as elected by the Policyholder and, if applicable, as elected on their enrollment form.

**All Sports Accident Coverage:** If this option is shown on the application, all Insureds, including student coaches, student managers and student trainers, will be covered for Injury which is incurred while the Insured is participating in or attending Interscholastic athletic activities, which are officially authorized, sanctioned and scheduled by the Policyholder, supervised by a coach, referee, or by another adult specifically assigned supervisory duties and authority and governed by the rules and regulations of the appropriate athletic/activities association or organization. This includes related:

1. pre-competition activities; and
2. regularly-scheduled practice or training sessions; and
3. a scheduled tryout, workout session or team meeting; and
4. regularly-scheduled competition or exhibition game; and
5. Off Season Physical Conditioning: and
6. sponsored team travel authorized, organized and supervised by the Policyholder.

Coverage is also provided while traveling directly and uninterruptedly to or from the location designated by the Policyholder for athletic activities, in a Designated Vehicle.

**School-Time Student Accident Coverage:** If this option is shown on the application, all Insureds will be covered for Injury which is incurred while the Insured is:

1. on the Policyholder's premises:
    a. during the hours and on the days when Policyholder is in session, including one hour before and after; or
    b. during supervised and scheduled extracurricular activities;
    c. during Policyholder sponsored and supervised field trips;
    d. during the hours and on the days when Policyholder is not in session while the Insured is participating in or attending any Covered Activity.
2. away from the Policyholder's premises while participating in or attending any Covered Activity, or traveling to and from such activity in a Designated Vehicle, whether or not such Policyholder is in session.

## ACCIDENTAL DEATH AND DISMEMBERMENT, LOSS OF SIGHT, SPEECH AND HEARING BENEFIT

If injury from an Accident results in a loss covered by this benefit, We will pay the benefit in the amount set opposite such loss, as shown on the Schedule of Benefits. Such loss must occur within 365 days of such Accident. If the Insured sustains more than one such loss as the result of one Accident, We will pay only one amount, the largest to which the Insured is entitled.

Loss of hand or foot means loss by severance at or above the wrist or ankle joint. Loss of sight means the total, permanent loss of sight of the eye. The loss of sight must be irrecoverable by natural, surgical or artificial means. Loss of speech means total, permanent and irrecoverable loss of audible communication. Loss of hearing means total and permanent loss of hearing which cannot be corrected by any means. Loss of a thumb and index finger means complete severance through or above the metacarpophalangeal joints (the joints between the fingers and the hand). Severance means the complete separation and dismemberment of the part from the body.

Benefit payment is subject to the definitions, limitations, exclusions and other provisions of this Policy.

## ACCIDENT MEDICAL EXPENSE BENEFITS

We will pay benefits, as defined and limited below, for Covered Charges incurred by the Insured due to Injury.

A Covered Charge is the Reasonable and Customary charge for a service or supply which is performed or given under the direction of a Doctor for the Medically Necessary treatment of an Injury. A Covered Charge is considered incurred on the date the treatment or service is rendered or the supply is furnished.

Covered Charges are payable only for an Injury:

- for which the first treatment or service is incurred within the Initial Treatment Period; and
- for which the charge for all treatment or services is incurred within the Benefit Period.

Covered Charges are shown on the Schedule of Benefits.

If the insured has No Other Coverage

After the Deductible has been satisfied, We will pay the Insured Percent of incurred Covered Charges up to the Maximum Benefit Amount, Per Injury, subject to the definitions, limitations, exclusions and other provisions of this Policy.

If the insured has Other Coverage

The company's liability for benefits payable on account of expense incurred, for any hospitalization, medical surgical, and other services resulting from covered Injury of the Covered Person, shall be limited to that part of the expense, if any, which is in excess of the total benefits payable for the same loss, on a provision of service basis or on an expense incurred basis under any medical or service contract, self-funded plan, automobile medical payment coverage, or any plan under federal, state or local law (except Medicaid).

If one or more of the other policies, plans or service contracts provide benefits on an excess insurance or an excess coverage basis, benefits should be paid first by the company or service plan whose policy or service contract has been in effect for the longer period of time at date of such loss.

## EXCLUSIONS

This Policy does not provide benefits for:

1. treatment, services or supplies which:
    a. are not Medically Necessary; or
    b. are not prescribed by a Doctor as necessary to treat an Injury; or
    c. are determined to be Experimental/Investigational in nature; or
    d. are received without charge or legal obligation to pay; or
    e. are received from persons employed or retained by the Policyholder or any Family Member, unless otherwise specified; or
    f. are not specifically listed as Covered Charges in this Policy; or
2. intentionally self-inflicted Injury; or
3. Injury received while violating or attempting to violate any duly enacted law; or
4. injury by acts of war, whether declared or not; or
5. Injury received while traveling or flying by air, except as a fare-paying passenger on a regularly scheduled commercial airline; or
6. Services for injuries or diseases related to Your job to the extent You are covered or are required to be covered by the Workers Compensation law. If You enter into a settlement giving up Your right to recover future medical benefits under a Workers' Compensation law, the Policy will not pay those medical benefits that would have been payable in the absence of that settlement; or
7. treatment of Osgood-Schlatter's disease; appendicitis; osteomyelitis; pathological fractures; congenital weakness; TMJ; fainting; headaches; boils; detached retina unless directly caused by Injury; or Mental or Nervous Disorders whether or not caused by Injury; or
8. Injury caused by or contributed to by aggravation or re-injury of a Pre-existing Condition; or
9. suicide or attempted suicide, or self-destruction or an attempt to self-destroy while insane; or
10. charges incurred for the use of orthotics unless used exclusively to promote healing; or
11. any penalty imposed by another insurance or plan for failure to follow such plan's procedures; or
12. dental treatment except as specifically stated; or
13. routine eye exams; or
14. Injury sustained fighting, except as an innocent victim.
15. Injury sustained while committing or attempting to commit a felony; or
16. loss resulting from being legally intoxicated or under the influence of alcohol as defined by the laws of the state in which the Injury occurs; or
17. loss resulting from the use of any drug or agent classified as narcotic, psycholytic, psychedelic, hallucinogenic, or having a similar classification or effect, unless prescribed by a Doctor; or
18. cosmetic or plastic surgery, except for reconstructive surgery on an injured part of the body; or
19. Injury resulting from participation in or practice for any activity which is not supervised and sponsored by the Policyholder or school; or
20. treatment of illness, disease or infections, except infections which result from an accidental injury or infections which result from accidental, involuntary or unintentional ingestion of a contaminated substance; or
21. Charges for treatments, services or supplies which exceed reasonable and customary charges; or
22. Losses directly or indirectly arising out of any chemical or biological release and/or contamination which results from Terrorist Activity; or
23. Any loss as the result of Terrorist Activity and/or non-detonating weapons of mass destruction; or
24. Any loss directly or indirectly arising out of any nuclear explosion, detonation, release and/or contamination whether in time of peace or war, and regardless of any other causes or events contributing concurrently or in any other sequence thereto.

## PREMIUM

**Payment of Premium/Due Date:**
All premium, charges or fees (hereinafter "Premium") must be paid to Us at Our home office prior to the start of the term for which coverage is selected. In no event will coverage become effective prior to the date of enrollment and receipt of the required premium at Our home office, or by Our agent.

**Returned or Dishonored Payment:**
If a check in payment for the Premium is dishonored for insufficient funds, a reasonable service charge may be charged to You which will not exceed the maximum specified under state law. A dishonored check shall be considered a failure to pay Premium and coverage shall not take effect.

**Change to Premium:**
We may change the required premium at any time when any change affecting the rates is made to the Policy. Such change in the Policy will not take effect until any additional required premium is received by Us, except as otherwise agreed to in writing by Policyholder and Us.

**Grace Period:**
We allow a grace period of 31 days for the payment of premium after the first premium. Coverage is in force during the grace period. If, at least 60 days prior to the premium due date, We send written notice to You of Our intent not to renew this Policy, then the grace period will not apply to any period after the date the non-renewal is to be effective. If You send written notice to Us of Your intent not to renew this coverage, then the grace period will not apply after the date the non-renewal is to be effective.

## CLAIM PROVISIONS

**Notice of Claim:**
Written notice of claim must be given to Us or Our authorized representative within 60 days after a covered loss starts, or as soon thereafter, as is reasonably possible. Notice should include information sufficient to identify the Insured.

**Claim Forms:**
Upon receipt of written notice of claim, We will furnish to the claimant such forms as are usually furnished by Us for filing Proofs of Loss. If such forms are not furnished within 15 days after the giving of such notice, the claimant shall be deemed to have complied with the requirements of this Policy as to Proof of Loss upon submitting, within the time fixed in this Policy for filing Proof of Loss, written proof covering the occurrence, the character, and the extent of the loss for which claim is made.

**Proof of Loss:**
Written proof of loss for Hospital confinement must be given to Us or Our authorized representative within 60 days after release from the Hospital. Proof of any other covered loss must be given to Us or Our authorized representative not later than 90 days after the covered loss. If proof of loss is not given within the 60- or 90-day timeframe, the claim will not be denied or reduced for that reason if that proof was given as soon as reasonably possible.

**Time of Payment of Claims:**
Benefits will be paid immediately upon due written receipt of receive proper proof of loss unless this Policy provides for periodic payment. When this Policy provides for periodic payment, the benefits will accrue and will be paid monthly subject to proper proof of loss.

**Payment of Claims:**
Benefits payable under this Policy for loss of life will be paid to the Insured's next of kin and the provisions respecting such payment set out herein and effective at the time of payment. Any other payable benefits remaining unpaid at the time of the Insured's death may, at Our option, be paid to the Insured's next of kin or to the Insured's estate. All other benefits will be payable to the Insured or the medical services provider.

If any of this Policy shall be payable to the estate of the Insured or to an Insured who is a minor or otherwise not competent to give a valid release, the Company may pay such indemnity to his parent, guardian or other person actually supporting him. Any payment made by the Company in good faith pursuant to this provision shall fully discharge the Company to the extent of such payment.

Subject to any written direction of the Insured or of the legal or natural guardian of the Insured, if the Insured is a minor or otherwise incompetent to make such a direction, all or a portion of any indemnities provided by this Policy as a result of medical, surgical, dental, hospital or nursing service may, at the Company option, and unless the Company is requested in writing not later than the time for filing proofs of loss, be paid directly to the hospital or person rendering such services; but it is not requested that the services be rendered by a particular Hospital or person.

**Physical Examination and Autopsy:**
At Our own expense, We shall have the right and opportunity to examine the Insured as We may reasonably require while a claim is pending. At Our own expense, We may also have the right to make an autopsy in the case of death, where it is not prohibited by law.

**Legal Actions:**
A legal action may not be brought to recover on this Policy within 60 days after written Proof of Loss has been given as required. No such action may be brought after three years from the time written proof was required to be given.

## GENERAL PROVISIONS

**Entire Contract; Changes:**
This Policy, including endorsements and the copy of the application, if any, of the Policyholder and the persons insured constitutes the entire contract between the parties. Any statement made by the Policyholder or by a person insured shall in the absence of fraud, be deemed a representation and not a warranty, and no such statements shall be used in defense to a claim under the Policy, unless contained in a written application. Such person, his or her beneficiary, or assignee, shall have the right to make a written request to Us for a copy of such application and We shall, within fifteen (15) days after the receipt of such request at Our home office or any branch office, deliver or mail to the person making such request a copy of such application. If such copy is not so delivered or mailed, We shall be precluded from introducing such application as evidence in any action based upon or involving any statements contained therein.

Our failure to enforce any Policy provision shall not waive, modify or render such provision unenforceable at any other time; at any given time; or under any given set of circumstances, whether the circumstances are, or are not, the same.

**Incontestability:**
All statements made in an application by the Policyholder are, in the absence of fraud, representations and not warranties. No statement shall be used to contest this Policy, the validity of coverage or reduce benefits, unless it is in writing, signed by the Policyholder, and a copy of such statement is furnished to the Policyholder.

**Insurance Class:**
Policyholder may set forth in its application Insurance Classes of Eligible Persons. The Policyholder shall notify Us when a change of Insurance Class occurs for the Insured.

**Clerical Error:**
If a clerical error is made so that an otherwise Eligible Person's coverage does not become effective, coverage may be in effect if:

1. the Policyholder makes a written request for coverage on a form approved by Us; and
2. any premium not paid because of the error is paid in full from the effective date of coverage.

We reserve the right to limit retroactive coverage to two months preceding the date the error was reported.

If a clerical error is made so that the coverage is in effect for a person who is not eligible, an adjustment will be made to correct the error. Any Premium refund will be reduced by any payment made for claims. If claims paid exceed the Premium refund, the Policyholder shall reimburse Us for the overpayment.

**Information and Records:**
The Policyholder shall provide Us information necessary to administer coverage under the Policy. Information is required when an Eligible Person becomes covered, when changes in amounts of coverage occur, and when the Insured's coverage terminates.

**Non-Participating:**
The Policy is non-participating. It does not share in Our profits or surplus earnings.

**Conformity with State Statutes:**
If any provision of this Policy is contrary to any law to which it is subject, such provision is hereby amended to conform to the minimum requirements of such law.

**Certificate of Insurance:**
Where required by law, We will send to the Insured an individual certificate. The certificate will outline the insurance coverage under the Policy and to whom benefits are payable.

# SCHEDULE OF BENEFITS

### POLICYHOLDER INFORMATION

| | |
|---|---|
| **Policy Number:** | 154-127-108-G |
| **Policyholder:** | St. John Hudson USD 350 |
| **Policy Effective Date:** | August 01, 2023 |
| **Policy Term:** | August 01, 2023 to August 01, 2024 |
| **Eligible Persons:** | Students who are enrolled and attending the Policyholder's School |
| **Scope of Coverage:** | All Sports Accident Coverage<br>School-Time Student Accident Coverage |
| **Insured Effective Date:** | The date premium is received by Us or Our Representative, but not prior to the opening day of School, except in the case of All Sports Accident Coverage, in which case coverage will begin on the first official day of practice. |

### ACCIDENTAL DEATH AND DISMEMBERMENT, LOSS OF SIGHT, SPEECH AND HEARING BENEFIT

The losses listed below are payable per Insured per Accident, unless specified otherwise in the Policy.

| | |
|---|---|
| Loss of Life | $10,000.00 |
| Loss of Both Hands | $10,000.00 |
| Loss of Both Feet | $10,000.00 |
| Loss of the Entire Sight of Both Eyes | $10,000.00 |
| Loss of One Hand or One Foot | $10,000.00 |
| Loss of One Hand and the Entire Sight of One Eye | $10,000.00 |
| Loss of One Foot and the Entire Sight of One Eye | $10,000.00 |
| Loss of Speech or Hearing (Both Ears) | $10,000.00 |
| Loss of Hearing One Ear or Entire Sight of One Eye | $2,000.00 |
| Loss of Thumb and Index Finger of the Same Hand | $2,000.00 |

## ACCIDENT MEDICAL EXPENSE BENEFITS

| | |
|---|---|
| **Maximum Benefit Amount, Per Injury** | $25,000.00 |
| **Deductible, Per Injury** | $0.00 |
| **Insured Percent** | 100% |
| **Payment System Percentile** | 90$^{th}$ |
| **Initial Treatment Period** | 60 days |
| **Benefit Period** | 104 weeks |

## COVERED CHARGES

Treatment, services or supplies incurred for:

| |
|---|
| • Hospital room and board, and general nursing care, up to the semi-private room rate. |
| • Intensive Care. |
| • Inpatient and Outpatient miscellaneous Hospital charges. |
| • Doctor's charges for surgery. |
| • Administration of anesthesia. |
| • Assistant surgeon charge. |
| • Inpatient Doctors' visits. |
| • Outpatient Doctors' visits. |
| • Hospital Emergency care, excluding professional charges. |
| • Outpatient imaging procedures and interpretation for MRI/CAT scan. |
| • Outpatient X-ray and laboratory services. |
| • Ambulance charges. |
| • Urgent Care Center charges. Does not include professional surgical charges. |
| • Hospital Emergency non-surgical Doctor charges. |
| • Durable Medical Equipment, including orthopedic appliances. |
| • Replacement expense for broken eyeglasses, lenses, hearing aids resulting from an Injury requiring Medical treatment. |
| • Ambulatory Surgical Facility. |
| • Prescription Drugs. |
| • Dental treatment for Injury to Sound Natural Teeth. |
| • Outpatient Physical Therapy rendered by a Hospital or Doctor. |
| • Treatment of heat exhaustion and heat stroke. |
| • Treatment of a Concussion and Post Injury Concussion Testing. |
| • Treatment of heart and/or circulatory system, such as stroke, heart attack and brain circulatory malfunctions resulting from participation in a Covered Activity. |
| • Treatment of Repetitive Motion Injuries, strains, hernia, tendinitis, bursitis, spondylolysis, osteochondritis dissecans, not related to a specific Injury. |

**GUARANTEE TRUST LIFE INSURANCE COMPANY**
1275 Milwaukee Avenue, Glenview, Illinois 60025
(847) 699-0600

**AMENDMENT RIDER**

**EFFECTIVE DATE:** August 01, 2023

This Rider is made a part of the Policy/Certificate as of the Effective Date shown above. If no date is shown, it is effective as of the Effective Date of the Policy/Certificate to which this Rider is attached.

The Policy/Certificate is hereby amended as follows:

**The following term is ADDED to *DEFINITIONS***:

**Heart and Circulatory Malfunction:** An acute onset of a myocardial infarction, coronary thrombosis or cerebral vascular accident affecting the heart or circulatory system:

1. which is first diagnosed and treated while the Insured's coverage under this policy is in force;
2. which occurs as a result of the Insured's participation in a Covered Activity;
3. which occurs within 24 hours of participation in a Covered Activity; and
4. which does not result from a Pre-Existing Condition.

**The *Treatment of heart and/or circulatory system* section of COVERED CHARGES** has been replaced by the following:

- Treatment for Heart and Circulatory Malfunction, resulting from participation in a Covered Activity.

This Rider is subject to all terms, provisions, limitations and exclusions of the Certificate except when specifically changed by this rider."

Signed at Guarantee Trust Life Insurance Company in Glenview, Illinois by

Secretary

President

**GUARANTEE TRUST LIFE INSURANCE COMPANY**
**PRIVACY NOTICE**

At Guarantee Trust Life Insurance Company (GTL) we know the importance of the right to privacy. That's why protecting the information that personally identifies each and every one of our valued insurance customers is high priority, and a matter we take very seriously.

Our primary goal is, and will continue to be, providing competitive, fairly priced, and exceptional quality insurance products to meet the short-term and long-term financial needs of our customers. From life and health insurance to credit life and credit disability insurance, getting people the protection they need is not just a job to us. It is a privilege.

While the personal, financial and medical information shared with us (from applying for coverage, to filing a claim) is the cornerstone to providing the high-quality insurance protection and service our customers have come to know and expect, be assured that information, unique to our insurance customers, is kept secure, confidential and used expressly for the purpose of conducting our insurance relationship with them. Remember, protecting our customer's privacy is not only our priority…it's a promise.

The following is a summary of our privacy policy and practices. It tells you about the kinds of personally identifiable information we collect, disclose or share with others.

**INFORMATION WE COLLECT AND SOURCES OF INFORMATION**
In order for GTL to provide and administer the insurance products we offer, we collect personal information about the customer. Some of the information we collect is "nonpublic". The nonpublic personal information we collect is obtained from the following sources:

- Information we receive on the application for insurance or other forms *(such as name, address, telephone number, age, social security number, and beneficiary designation.)*

- Information about our customer's transactions with us and our affiliates *(such as the type of insurance product purchased, the premium paid, the method of purchase, and payment history.)*

- Information we receive from third party reports, *(such as consumer-reporting/credit agencies, motor vehicle records, and medical information. All medical information we receive is subject to the Medical Confidentiality rules described below.)*

**INFORMATION WE DISCLOSE**
GTL does not disclose any nonpublic personal information about our customers or former customers to anyone without providing notice of the customer's rights to either opt out or opt in the sharing of personal information, except as permitted or required by law.

We may also disclose all of the information we collect, as described above, with the following:

- Affiliates – We may share information with our affiliates. Our affiliates offer products and services that may complement insurance purchases and we believe may be of interest to our customers.

- Service Providers **–** We may share information with companies engaged to perform services on our behalf, such as third party administrators and vendors hired to effect, administer or enforce a transaction a customer requests or authorizes; to develop or maintain computer software; or to perform market research.

- Joint Marketing – We may share information with companies that perform marketing services on our behalf or to other financial institutions with which we have a joint marketing agreement.

**MEDICAL CONFIDENTIALITY**
All medical information is kept confidential. We will not use or share, internally or with third-parties, our customer's medical information except for the purposes of:
- Underwriting;
- Administering the policy or claim;
- As permitted or required by law; or
- As authorized by the customer.

**SECURITY AND CONFIDENTIALITY OF CUSTOMER INFORMATION**
We restrict access to nonpublic personal information about our customers to those employees (or people working on our behalf under confidentiality agreements) who need to know the information in order to provide products and services. We also maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard all nonpublic personal information.

GTL
Guarantee Trust Life Insurance Company
1275 Milwaukee Avenue
Glenview, Illinois 60025
1-800-338-7452
Visit us at: www.gtlic.com

**GENERAL PURPOSES AND LIMITATIONS OF THE**
**KANSAS LIFE AND HEALTH**
**INSURANCE GUARANTY ASSOCIATION**
**K.S.A. 40-3001, et. seq.**

## DISCLAIMER

THE KANSAS LIFE AND HEALTH INSURANCE GUARANTY ASSOCIATION MAY NOT PROVIDE COVERAGE FOR ALL OR A PORTION OF THIS POLICY. IF COVERAGE IS PROVIDED, IT MAY BE SUBJECT TO SUBSTANTIAL LIMITATIONS AND EXCLUSIONS, AND IS CONDITIONED UPON RESIDENCY IN THIS STATE. THEREFORE, YOU SHOULD NOT RELY UPON COVERAGE BY THE KANSAS LIFE AND HEALTH INSURANCE GUARANTYASSOCIATION IN SELECTING AN INSURANCE COMPANY OR IN SELECTING AN INSURANCE POLICY. INSURANCE COMPANIES AND THEIR AGENTS ARE PROHIBITED BY LAW FROM USING THE EXISTENCE OF THE KANSAS LIFE AND HEALTH INSURANCE GUARANTY ASSOCIATION IN SELLING YOU ANY FORM OF AN INSURANCE POLICY, OR TO INDUCE YOU TO PURCHASE ANY FORM OF AN INSURANCE POLICY. EITHER THE KANSAS LIFE AND HEALTH INSURANCE GUARANTY ASSOCIATION OR THE KANSAS INSURANCE DEPARTMENT WILL RESPOND TO ANY QUESTIONS YOU HAVE REGARDING THIS DOCUMENT.

Kansas Life and Health Insurance Guaranty Association
3745 SW Wanamaker Road, Suite C
Topeka, KS 66610

Kansas Insurance Department
1300 SW Arrowhead Road
Topeka, KS 66604

This is a brief summary of the Kansas Life and Health Insurance Guaranty Association ("the Association") and the protection it provides for policyholders. If there is any inconsistency between this notice and Kansas law, then Kansas law will control.

The Association was established to provide protection in the unlikely event that your life, annuity or health insurance company becomes financially unable to meet its obligations and is taken over by its Insurance Department. If this should happen, the Association will typically arrange to continue coverage and pay claims, in accordance with Kansas law, with funding from assessments paid by other insurance companies. This safety net was created under Kansas law, which determines who and what is covered and the amounts of coverage. The basic protections provided by the Association are:

- Life Insurance
  $300,000 in death benefits
  $100,000 in cash surrender or withdrawal values

- Health Insurance
  $500,000 in hospital, medical and surgical insurance benefits
  $300,000 in disability insurance benefits
  $300,000 in long-term care insurance benefits
  $100,000 in other types of health insurance benefits

- Annuities
  $250,000 in withdrawal and cash values

The maximum amount of protection for each individual, regardless of the number of policies or contracts, is $300,000. Special rules may apply with regard to hospital, medical and surgical insurance benefits, as well as certain aggregate limits.

**HARTFORD FIRE INSURANCE COMPANY**
One Hartford Plaza
Hartford, CT 06155
(A stock insurance company)




# SCHEDULE

**POLICY NUMBER:** **81-BSR-103105**

**POLICYHOLDER NAME:** **St. John-Hudson USD 350**
**POLICYHOLDER'S ADDRESS:** 505 N. Broadway
St. John, KS 67576

Policy Period: Policy Effective Date: 8/1/2023
Policy Termination Date: 8/1/2024

**PREMIUM**

**Policy Premium:** $393.30
**Premium Mode:** annually

**DESCRIPTION OF ELIGIBLE CLASS(ES):**

| Class | Description Of Class(es) | Applicable Benefit Riders |
|---|---|---|
| **1** | **All registered students of the Policyholder** | **B-1, B-28** |

**COVERED ACTIVITIES** means:
This policy covers each Insured Person during the policy period while he or she is:
(a) participating in school related activities sponsored by the Policyholder while on the premises of, designated by and under the direct supervision of the Policyholder, or while participating in or attending an authorized and sponsored activity of the Policyholder while away from the Policyholder's premises, excluding sports.
(b) traveling with a group in connection with such activities under the direct supervision of Policyholder, or
(c) traveling directly and uninterruptedly to and from the activities and his or her home or lodging place; or
(d) participating in field trip activities sponsored by the Policyholder while on the premises of, designated by and under the direct supervision of the Policyholder.

**BENEFITS AND AMOUNTS**

| **Class 1** | **PRINCIPAL SUM** |
|---|---|
| **Accidental Death & Dismemberment** | $10,000 |

**EXCESS COVERAGE APPLIES**

**AGGREGATE LIMIT:** $500,000 Per Accident

**BENEFIT RIDER(S**

| Identifier | Form Number | Description |
|---|---|---|
| B-1 | Form BSR PA-9935 (KS) | Accident Medical Expense Benefit Rider |
| B-28 | Form BSR PA-9965 | Heart or Circulatory Benefit Rider |

**BLANKET ACCIDENT POLICY**

**HARTFORD FIRE INSURANCE COMPANY**
One Hartford Plaza
Hartford, Connecticut 06155
(A stock insurance company)



**Policyholder:** St. John-Hudson USD 350
**Policy Number:** 81-BSR-103105

We will pay benefits according to the conditions of this Policy.

This is a legal contract between the Policyholder and Us. We agree to provide the rights and benefits of this Policy according to its conditions and provisions.

This Policy begins on the Policy Effective Date shown in the Schedule and continues in effect until the Policy Termination Date as long as premiums are paid when due, unless otherwise terminated as further provided in this Policy. If this Policy is terminated, insurance ends on the date to which premiums have been paid. After the Policy Termination Date, this Policy may be renewed for additional periods of time by mutual written consent between Us and the Policyholder at the premium rates set by Us for the renewal period.

**PLEASE READ THE POLICY CAREFULLY.**

This Policy is delivered in and governed by the laws of the Policy issue state. This Policy may be inspected at the office of the Policyholder.

**THIS POLICY IS NOT A MEDICARE SUPPLEMENT POLICY.**

**THIS IS A LIMITED BENEFIT POLICY.**
**IT PROVIDES BENEFITS FOR SPECIFIC LOSSES FROM ACCIDENT ONLY. IT IS NOT INTENDED TO COVER ALL MEDICAL COSTS.**

Signed for Hartford Fire Insurance Company at Hartford, Connecticut

Kevin Barnett, *Secretary*

Douglas Elliot, *President*

**THIS POLICY CONTAINS A DEDUCTIBLE.**
**EXCESS INSURANCE**

**Non-Participating**

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## DEFINITIONS

**Accident, Accidental** means a sudden, abrupt, and unexpected event.

**Alcohol and Substance Abuse** means the overindulgence in or dependence on a stimulant, depressant or other chemical substance, leading to effects that are detrimental to the individual's physical or mental health or the welfare of others.

**Ambulatory Surgical Center (ASC)** or **Ambulatory Medical Center** means a licensed healthcare facility where surgical procedures or medical Treatment that does not require an overnight Hospital stay are performed by a Physician. The facility must:

1) be under the direct supervision of a Physician;
2) provide Treatment by Physicians and/or Medical Professionals; and
3) have written agreements in place with one or more Hospitals to immediately accept patients who develop complications.

An ASC is also known as an outpatient surgery center or a same day surgery center.

**Benefit Plan** means a policy or other benefit or service arrangement for medical or dental care, or providing accident or health coverage, under any of the following:

1) individual, group or blanket coverage, whether on an insured or self- funded basis;
2) Hospital or medical service organizations;
3) health maintenance organizations;
4) labor-management plans;
5) employee benefit organization plans;
6) association plans.

**Coinsurance** means the percentage of the Usual and Customary Charges incurred for Covered Medical Services payable by Us after the Deductible has been satisfied.

**Complications of Pregnancy** means any condition, whether or not a pregnancy is terminated, that requires Hospital Confinement and whose diagnosis is distinct from pregnancy but is adversely affected or caused by pregnancy. Examples include: acute nephritis; cardiac decompensation; disease of the endocrine, hemopoietic, nervous or vascular systems; ectopic pregnancy that is terminated; hyperemesis gravidarum; missed abortion; nephrosis; non-elective caesarean section; spontaneous termination of pregnancy that occurs during a period of gestation when a viable birth is not possible; or any similar condition(s) of comparable severity.

This definition does not include: elective caesarean section unrelated to a diagnosed complication of pregnancy; false labor; morning sickness; multiple gestation pregnancy; occasional spotting; physician prescribed rest during pregnancy; pre-eclampsia; any similar condition(s) associated with a difficult pregnancy but not considered a classifiable, distinct complication of pregnancy; or any other condition associated with pregnancy but has not been diagnosed by a Physician as a complication of pregnancy as defined.

**Confined, Confinement** means the assignment to a bed in a medical facility for a period of at least 24 consecutive hours.

**Conveyance** means any motorized craft, vehicle, or mode of Transportation licensed or registered by a governmental authority with competent jurisdiction. Conveyances include, but are not limited to, air ambulances, land ambulances and private motor vehicles.

**Covered Accident** means an Accident that occurs directly and independently of all other causes while coverage is in effect for an Insured Person resulting in a Covered Loss under the Policy for which benefits are payable. The Insured Person must be participating in a Covered Activity, as identified in the Schedule, when the Accident occurs.

**Covered Activity** means those activities set out in the Covered Activities section of the Schedule, in which Insured Persons are provided insurance under the Policy.

**Covered Loss** means an accidental death, dismemberment or other Injury covered under the Policy.

**Deductible** means the amount of Usual and Customary Charges for Covered Medical Services that must be incurred by the Insured Person before benefits become payable. The amount of the Deductible is shown in the Rider Schedule. Benefits are not payable for charges applied to the Deductible.

**Diagnostic Exams** mean any of the following major/advanced tests: angiogram, arteriogram, bone scintigraphy, CT, EEG, EKG, EMG, MRI, PET, SPECT, or thallium stress test. This definition does not include any lab test or x-ray.

**Durable Medical Equipment** means equipment of a type that is designed primarily for use, and used primarily, by people who are sick (for example, a wheelchair or a hospital bed). It does not include items commonly used by people who are not sick, even if the items can be used in the Treatment of Emergency Sickness or can be used for rehabilitation or improvement of health (for example, a stationary bicycle or a spa).

**Eligible Class** means any group of people listed in the Description of Eligible Class(es) shown in the Schedule.

**Emergency Room (ER)** means a specified area within a Hospital that is designated for emergency healthcare. This area must:

1) be staffed and equipped to handle trauma;
2) be under the direct supervision of a Physician;
3) provide Treatment by Physicians and/or Medical Professionals; and
4) provide care 24 hours per day, 7 days per week.

This definition does not include an Urgent Care Facility.

**Emergency Sickness** means an illness or disease diagnosed by a Physician which causes a severe or acute symptom that, if not provided with immediate treatment, would reasonably be expected to result in serious deterioration of the person's health, or place his/her life in jeopardy. Emergency Sickness also includes Complications of Pregnancy.

**Experimental or Investigative Treatment** means a device or prescription medication which is recommended by a Physician, but is not considered by the medical community as a whole to be safe and effective for the condition for which the Treatment, device or prescription medication is being used, including any Treatment, procedure, facility, equipment, drugs, drug usage, devices, or supplies not recognized as accepted medical practice, and any of those items requiring federal or other government agency approval not received at the time the services are rendered.

**Geographic Area** means the city, providence or region in which the service, procedure, devices, drugs, treatment or supplies are provided or a greater area, if necessary, to obtain a representation cross-section of charges for a like treatment, service, procedure, device, drug, or supply. Inside the United States, this would be based on the first three digits of the zip code.

**Heart or Circulatory Malfunction** means a sudden and serious malfunction of the heart or circulatory system as a result of a diagnosis of coronary thrombosis, cerebral vascular accident, myocardial infarction, and cardiac arrest. Heart or Circulatory Malfunction does not refer to conditions such as hypertension and angina.
Symptoms, such as shortness of breath, heart pain, numbness of a limb are covered during the first 72 hours following Emergency Duty.
Ongoing symptoms are not a covered beyond the 72 hours unless:
1) these symptoms first occurred within 72 hours of the Heart and/or Circulatory Malfunction; and
2) an actual malfunction of the heart or circulatory system has been subsequently diagnosed.

**Home Health Care** means healthcare services provided by a Home Health Care Agency in the residence of an Insured Person, including, but not limited to, counseling services, home health aide services, Hospice Care, skilled nursing care, medical social services and Therapy Services. Services must be rendered under a plan of care that is established and reviewed regularly by a Physician.

**Home Health Care Agency** means an appropriately licensed home health care agency which:

1) is primarily engaged in providing home health services;
2) provides services under the supervision of a Physician or Medical Professional;
3) has a planned program of policies and procedures developed with and periodically reviewed by one or more Physicians; and
4) maintains clinical records on all patients.

**Hospice Care** means specialized care, medical services and emotional support for an Insured Person who is in the last stages of an advanced illness, focusing on comfort and quality of life rather than cure.

**Hospice Facility** means an appropriately licensed healthcare facility, or a distinct unit within a Hospital or other institution, which:

1) provides Hospice Care and related services 24 hours per day, 7 days per week;
2) is under the direct supervision of a Physician and has a Physician or Medical Professional available at all times; and
3) is not mainly a place for care of the aged/elderly, care of persons with Substance Abuse issues/disorders, care of persons with Mental and Nervous Disorders, or a hotel or similar establishment.

Confinement in a Hospice Facility must follow certification by a Physician or hospice medical director that an Insured Person is terminally ill with less than 6 months to live if the Covered Loss runs its normal course. This definition does not include a nursing home, Rehabilitation Facility, Skilled Nursing Facility or swing bed hospitals that are authorized to provide and be paid for extended care services.

**Hospital** means an institution which:

1) operates pursuant to law;
2) primarily and continuously provides Medical Care and treatment of sick and injured persons on an inpatient basis;
3) operates facilities for medical and surgical diagnosis and treatment by or under the supervision of a staff of legally qualified physicians; and
4) provides 24 hour a day nursing service by or under the supervision of registered graduate nurses (R.N.).

Hospital does not mean any institution or part thereof which is used primarily as:

1) a nursing home, convalescent home or Skilled Nursing Facility;
2) an alcohol or drug treatment facility; or
3) a place for rest, custodial care or for the aged.

**Immediate Family Member** means a person who is related to the Insured Person in any of the following ways: Spouse, brother-in-law, sister-in-law, daughter-in-law, mother-in-law, father-in-law, parent (includes step-parent), grand-parent (includes step grand-parent), brother or sister (includes stepbrother or stepsister and half-brother or half-sister), or child (includes a child legally adopted or a child placed for adoption but not yet adopted), or stepchild.

**Injury** means bodily injury sustained by an Insured Person caused from a Covered Accident that:

1) occurs while this Policy is in force as to the Insured Person whose Injury is the basis of claim;
2) occurs while the Insured Person is participating in a Covered Activity.,

See the Schedule for applicability of all Covered Hazards and benefits. All Injuries sustained by one Insured Person in any one Covered Accident, including all related conditions and recurrent symptoms of the Injuries are considered a single Injury.

**Inpatient** means an Insured Person who is Confined and charged by a medical facility for room and board or is being held in a Hospital for a period of 24 consecutive hours or more. The requirement that an Insured Person be charged by the medical facility does not apply to confinement in a Veteran's Administration Hospital or other Federal Government Hospital.

**Insured Person** means a person:

1) who is a member of an Eligible Class described in the Schedule;
2) for whom premium has been paid; and
3) while covered under this Policy.

**Intensive Care Unit (ICU)** means a specifically designated area of a Hospital that provides the highest level of Medical Care and:

1) is restricted to patients who are critically ill or injured and who require intensive comprehensive observation and care;
2) is separate and apart from the surgical recovery room and from rooms, beds and wards customarily used for patient Confinement;
3) is permanently equipped with special lifesaving equipment and medical apparatus for the care of the critically ill or injured;
4) is under constant and continuous observation by a specially trained nursing staff assigned exclusively to the unit on a 24 hour basis; and
5) has a Physician assigned to the unit on a full-time basis.

An intensive care unit may include Hospital units with the following (or similar) names: burn unit; critical care unit; neonatal intensive care unit; cardiac care unit; or transplant unit.

An intensive care unit is not any of the following step-down units: intermediate care unit; modified/moderate care unit; Observation Unit; progressive care unit; or sub-acute intensive care unit.

This definition does not include a private monitored room.

**Medical Care** means necessary:

1) medical or surgical treatment, services and supplies;
2) hospital, nursing and ambulance services.

Each item of Medical Care must be:

1) prescribed by a Physician;
2) for the sole purpose of treating the Injury.

**Medical Emergency Evacuation** means, if warranted by the severity of the Insured Person's Injury or Emergency Sickness:

1) the Insured Person's immediate Transportation from the place where he or she suffers an Injury or Emergency Sickness to the nearest hospital or other medical facility where appropriate medical treatment can be obtained;
2) the Insured Person's Transportation to his or her current place of primary residence to obtain further medical treatment in a hospital or other medical facility or to recover after suffering an Injury or Emergency Sickness and being treated at a local hospital or other medical facility; or
3) both 1) and 2) above.

A Medical Emergency Evacuation also includes medical treatment, medical services and medical supplies necessarily received in connection with such Transportation.

**Medically Necessary** or **Medical Necessity** means a determination by the Insured Person’s Physician that Treatment, service or supply provided to treat an Injury is:

1) appropriate and consistent with the diagnosis and does not exceed in scope, duration, or intensity the level of care needed to provide safe, adequate, and appropriate treatment of the Injury;
2) is commonly accepted as proper care or treatment of the Injury in accordance with the medical practices of the United States and federal guidelines;
3) can reasonably be expected to result in or contribute to the improvement of the Injury; and
4) is provided in the most conservative manner or in the least intensive setting without adversely affecting the condition of the Injury or the quality of the Medical Care provided.

The fact that a Physician may prescribe, order, recommend, or approve a treatment, service or supply does not, of itself, make the treatment, service, or supply medically necessary for the purpose of determining eligibility for coverage under the Rider.

The Medical Professional must be acting within the scope of his/her license. A Medical Professional does not include an Insured Person or any Immediate Family Member.

**Medical Professional** means a person who is appropriately licensed to provide Medical Care and Treatment, including a nurse practitioner (NP/APRN), physician's assistant (PA) or registered nurse (RN). The medical professional must be acting within the scope of his/her license. A medical professional does not include an Insured Person or any Immediate Family Member.

**Member of the Household** means a person who maintains residence at the same address as the Insured Person at the time of the Injury.

**Mental and Nervous Disorders** means any condition, disease or disorder listed as a mental or nervous disorder in the most recent edition of the International Classification of Diseases (ICD) and the Diagnostic and Statistical Manual of Mental Disorders (DSM), where improvement can be reasonably expected with therapy.

This definition does not include conditions, diseases or disorders related to Substance Abuse.

**Observation Unit** means a specified unit within a Hospital, apart from an Emergency Room (ER), where a patient can be monitored by a Physician or Medical Professional following Treatment in an ER or as an Outpatient. This area must:

1) be under the direct supervision of a Physician;
2) provide Treatment by Physicians and/or Medical Professionals; and
3) provide care 24 hours per day, 7 days per week.

**Outpatient** means an Insured Person who receives Treatment or services at a Hospital, Ambulatory Surgery Center (ASC), lab, medical clinic, Physician or Medical Professional's office/clinic, radiologic center or other licensed medical facility and is neither Confined nor charged for room and board.

**Physician** means a provider or practitioner who:

1) is properly licensed or certified to provide care or treatment under the laws of the state where he or she practices;
2) provides services that are within the scope of his or her license or certificate; and
3) is neither the Insured Person, a Member of the Household of the Insured Person or an Immediate Family Member.

**Policy** means this insurance policy, certificate, the Schedule and all attached riders, amendments, endorsements or other papers.

**Policy Period** means the period between the Policy Effective Date and Policy Termination Date. These dates are shown on the Schedule.

**Pre-existing Condition** means a health condition for which an Insured Person has sought or received medical advice or Treatment from a Physician or Medical Professional at any time during the 12 months immediately preceding the Policy Effective Date of coverage under the Policy.

**Rehabilitation Care Facility** means an appropriately licensed healthcare facility, or a distinct unit within a Hospital or other institution, which:

1) provides Rehabilitation Care Services;
2) is under the direct supervision of a Physician;
3) has a planned program of policies and procedures developed with and periodically reviewed by one or more Physicians; and
4) is not mainly a place for rest, Custodial Care, care of the aged/elderly, care of persons with Substance Abuse issues/disorders, care of persons with Mental and Nervous Disorders, or a hotel or similar establishment.

Confinement in a rehabilitation care facility must be at the direction of a Physician. This definition does not include a Hospice Facility, nursing home, Skilled Nursing Facility or swing bed hospitals that are authorized to provide and be paid for extended care services.

**Rehabilitation Care Services** means coordinated multidisciplinary physical restorative services (the combined use of medical, social, educational and vocational services) to enable an Insured Person who has experienced a disabling Covered Loss to achieve the highest possible functional ability.

**Schedule** means the benefits, benefit amounts, terms, limitations, and provisions of coverage selected by the Policyholder which is attached to and made a part of this Policy.

**Skilled Nursing Facility** means an appropriately licensed healthcare facility, or a distinct unit within a Hospital or other institution, which:

1) provides skilled nursing care and related services 24 hours per day, 7 days per week;
2) is under the direct supervision of a Physician and has a Physician or Medical Professional available at all times;
3) has a planned program of policies and procedures developed with and periodically reviewed by one or more Physicians; and
4) is not mainly a place for rest, Custodial Care, care of the aged/elderly, care of persons with Substance Abuse issues/disorders, care of persons with Mental and Nervous Disorders, or a hotel or similar establishment.

Confinement in a Skilled Nursing Facility must be at the direction of a Physician. This definition does not include a Hospice Facility, nursing home, Rehabilitation Care Facility or swing bed hospitals that are authorized to provide and be paid for extended care services.

**Spouse** means any individual who is recognized as the spouse of the Insured Person, under applicable state law.

Spouse will also include a domestic partner or civil union partner as determined by any controlling legal authority or, in the absence of such authority, by agreement between Us and the Policyholder.

**Therapy Services** means acupuncture, respiratory therapy, occupational therapy, physical therapy or speech therapy.

**Transportation** means moving an individual by the most efficient and available land, water or air Conveyance.

**Treatment** means medical advice, diagnosis, care or services (including diagnostic measures) received by a person, or the use of drugs or medicines by a person.

**Urgent Care Facility** means a licensed, freestanding healthcare facility providing immediate, short-term Medical Care without an appointment, other than a Hospital (including any Outpatient department of a Hospital), Emergency Room, or Physician or Medical Professional's office/clinic. The facility must:

1) be under the direct supervision of a Physician; and
2) provide Treatment by Physicians and/or Medical Professionals.

**Usual and Customary Charge(s)** 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** or **Our** means the Hartford Fire Insurance Company.

## POLICY EFFECTIVE AND TERMINATION DATES

**Policy Effective Date**
This Policy begins on the Policy Effective Date shown in the Schedule at 12:01 AM Standard Time at the address of the Policyholder where this Policy is delivered.

**Policy Termination Date**
We may terminate this Policy by giving 31 days advance notice in writing to the Policyholder. Either We or the Policyholder may terminate this Policy on any premium due date by giving 31 days advance notice in writing to the other party.

This Policy may, at any time, be terminated by mutual written consent of the Policyholder and Us.

This Policy terminates automatically on the earlier of:
1) the Policy Termination Date shown in the Schedule; or
2) the end of the Grace Period if premiums are not paid when due.

Termination takes effect at 12:01 AM Standard Time at the Policyholder's address on the date of termination.

## INSURED PERSON'S EFFECTIVE AND TERMINATION DATES

**Insured Person's Effective Date**
An Insured Person's coverage under this Policy begins on the latest of:

1) the Policy Effective Date;
2) the date for which the first premium for the Insured Person's coverage is paid; or
3) the date the person becomes a member of an Eligible Class as described in the Schedule.

A change in an Insured Person's coverage under this Policy due to a change in his or her Eligible Class, or Covered Activity becomes effective on the later of:

1) when the change in his or her Eligible Class, or Covered Activity occurs; or
2) if the change requires a change in premium, the date the changed premium is paid.

However, a change in coverage applies only with respect to a Covered Loss that occurs once the change becomes effective.

**Insured Person's Termination Date**
An Insured Person's coverage under this Policy ends on the earliest of:

1) the date this Policy is terminated (unless the Policyholder and Us agree, in writing, to permit coverage to continue to the end of the period for which premiums have been paid in lieu of a return of unearned premiums);
2) the end of the Grace Period if premiums are not paid when due; or
3) the date the Insured Person ceases to be a member of any Eligible Class described in the Schedule.

Termination of coverage will not affect a claim for a Covered Loss that occurs either before or after such termination if that loss results from a Covered Accident that occurred while the Insured Person's coverage was in force under this Policy.

## PREMIUM

**Premiums**
Premiums are payable to Us as shown in the Schedule. We may change the required premiums due on any Policy anniversary date, as measured annually from the Policy Effective Date, by giving the Policyholder at least 31 days advance written notice.

We may change the required premiums as a condition of any renewal of this Policy. We may also change the required premiums at any time when any change affecting rates is made in this Policy. Any such change in this Policy will not take effect until any required additional premium is received by Us, except as otherwise agreed to in writing by the Policyholder and Us.

We may change the premium rates if:

1) there is a change in the Policy;
2) there is any change to state or federal law or inaction by state or federal law makers which affects Our liability under the Policy on a temporary or permanent basis;
3) Social Security Disability benefits are reduced or eliminated on a temporary or permanent basis due to the actual or threatened insolvency of the Social Security Disability Insurance Trust Fund;
4) there is a 10% increase or decrease in the number of insured;
5) the Policyholder adds or deletes a subsidiary or affiliated business entity; or
6) there has been a material misstatement in the reported experience during the pre-sale process.

**Renewal**
This Policy may be renewed, subject to Our consent, by payment of premiums as they become due. The renewal premiums will be based on Our rates in effect at the time of renewal.

**Grace Period**
A grace period of 31 days will be provided for the payment of any premium due after the Initial Premium. This Policy will not be terminated for nonpayment of premium during the Grace Period if the Policyholder pays all premiums due by the last day of the Grace Period. This Policy will terminate on the last day of the period for which all premiums have been paid if the Policyholder fails to pay all premiums due by the last day of the Grace Period.

If We expressly agree to accept late payment of a premium without terminating the Policy, the Policyholder will be liable to Us for any unpaid premiums for the time this Policy is in force.

No grace period will be provided if We receive notice to terminate this Policy prior to a premium due date.

## ACCIDENTAL DEATH AND DISMEMBERMENT (AD&D) BENEFIT(S)

If the Insured Person's Injury results in any of the losses listed in the table below within 365 days after the date of the Covered Accident, We will pay the sum shown opposite the loss. We will not pay more than the Accidental Death or Accidental Dismemberment Principal Sum shown for each Insured Person for all losses due to the same Covered Accident. The Accidental Death or Accidental Dismemberment Principal Sum amount is shown in the Schedule.

| **FOR LOSS OF:** | **BENEFIT:** |
|---|---|
| Life | 100% of the Accidental Death Principal Sum |
| Both Hands or Both Feet or Sight of Both Eyes | 100% of the Accidental Dismemberment Principal Sum |
| One Hand and One Foot | 100% of the Accidental Dismemberment Principal Sum |
| One Hand and Sight of One Eye | 100% of the Accidental Dismemberment Principal Sum |
| One Foot and Sight of One Eye | 100% of the Accidental Dismemberment Principal Sum |
| Speech and Hearing in Both Ears | 100% of the Accidental Dismemberment Principal Sum |
| Speech and Hearing in One Ear | 75% of the Accidental Dismemberment Principal Sum |
| One Arm or One Leg | 75% of the Accidental Dismemberment Principal Sum |
| One Hand or One Foot | 50% of the Accidental Dismemberment Principal Sum |
| Sight of One Eye | 50% of the Accidental Dismemberment Principal Sum |
| Speech or Hearing in Both Ears | 50% of the Accidental Dismemberment Principal Sum |
| Thumb and Index Finger on the Same Hand | 25% of the Accidental Dismemberment Principal Sum |
| Hearing in One Ear | 25% of the Accidental Dismemberment Principal Sum |
| One Thumb | 10% of the Accidental Dismemberment Principal Sum |

For purposes of this benefit:

1) **Loss of Arm** means Severance of an arm above the elbow joint, including the Severance of the entire arm.
2) **Loss of Both Feet, Loss of One Foot** means Severance of a foot or both feet above the ankle joint, including the Severance of an entire leg or any part of a leg that includes an entire foot.
3) **Loss of Both Hands, Loss of One Hand** means Severance of at least four whole fingers at or proximal to the metacarpophalangeal joints (the joints that connect the fingers and the hand) from one or both hands, including the Severance of an entire arm or any part of an arm that includes an entire hand.
4) **Loss of Fingers or Thumb** means Severance of more than one finger or the thumb at least at or proximal to the first interphalangeal joint of each finger.
5) **Loss of Hearing** means total and permanent loss of hearing in one or both ears which cannot be corrected by any means.
6) **Loss of Leg** means Severance of a leg above the knee joint, including the Severance of the entire leg.
7) **Loss of Sight of Both Eyes, Loss of Sight of One Eye** means total and permanent loss of sight or blindness which cannot be corrected by any means, or Severance of one or both eyes.
8) **Loss of Speech** means total and permanent loss of audible voice communication which cannot be corrected by any means.
9) **Severance** means the complete separation and dismemberment of the part from the body.

**Exposure and Disappearance**

We will presume an Insured Person has died due to Injuries if, while insurance is in effect, the Insured Person dies as a result of exposure to the elements as a result of an Injury.

We will presume the Insured Person has died if, while insurance is in effect and after the forced landing, stranding, sinking, or wrecking of a vehicle:

1) the Insured Person disappears; and
2) the Insured Person's body is not found within 1 year of disappearance; and
3) a valid death certificate is issued by a court of competent jurisdiction.

## LIMITATIONS AND EXCLUSIONS

**Economic Sanction**
We will not provide coverage or pay benefits under this Policy to the extent, and only to the extent, that We are prohibited from providing coverage or making payment by any type of travel restriction, trade restriction, economic sanction, or embargo imposed by the United States government.

**Limitation on Multiple Benefits**
If an Insured Person suffers one or more Covered Losses from the same Covered Accident for which amounts are payable under all of the benefits provided by this Policy, the maximum amount payable under all of the benefits combined will not exceed the largest amount payable for one of those Covered Losses.

**Limitation on Multiple Covered Activities**
If an Insured Person's Injury is caused by a Covered Accident that occurs while the Insured Person is participating in more than one Covered Activity and if the same benefit applies to that Insured Person with respect to more than one such Covered Activity, then the Accidental Death or Accidental Dismemberment Principal Sum for that Insured Person for that Covered Accident will be determined as though the Covered Accident occurred while the Insured Person was participating in only one such Covered Activity. We will pay the benefits for the Covered Activity with the largest Principal Sum for that Insured Person.

**Aggregate Limit**
The Accidental Death or Accidental Dismemberment Principal Sum otherwise payable shall be reduced if more than one Insured Person suffers a loss as a result of the same Covered Accident, and if amounts are payable for those losses under all of the benefits provided by the Policy.

The Accidental Death or Accidental Dismemberment Principal Sum payable for all such losses for all Insured Persons under all those benefits combined will not exceed the amount shown as the Aggregate Limit in the Schedule or shown on the Hazard Rider Schedule. If the combined Accidental Death or Accidental Dismemberment Principal Sum otherwise payable for all Insured Persons must be reduced to comply with this provision, the reduction will be taken by applying the same percentage of reduction to the individual Accidental Death or Accidental Dismemberment Principal Sum otherwise payable for each Insured Person for all such losses under all those benefits combined.

**Exclusions**

Unless otherwise specified in the Policy, including any attached Riders, the Policy does not cover loss resulting from or for:

1) suicide or attempted suicide, whether sane or insane, or intentionally self-inflicted injury;
2) war or act of war, whether declared or undeclared;
3) injury sustained while on active duty service in the military, naval or air force of any country or international organization. Upon Our receipt of proof of service, We will refund any premium paid for this time. Reserve or National Guard Service is not excluded, unless it extends beyond 31 days;
4) injury sustained while on any aircraft except a civil or public aircraft, or military transport aircraft;
5) injury sustained while on any aircraft:
   a) as a pilot, crewmember or student pilot;
   b) as a flight instructor or examiner;
   c) if it is owned, operated or leased by or on behalf of the Policyholder, or any Employer or organization covering any Eligible Class under the Policy; or
   d) being used for tests, experimental purposes, stunt flying, racing or endurance tests;
6) injury for which the Insured Person is eligible to receive Workers' Compensation benefits or similar benefits, regardless of whether he or she has applied for the benefits;
7) injury sustained while under the influence of any narcotics, drug or controlled substance, unless administered by or taken according to the instruction of a licensed Physician;
8) injury sustained as a result of the Insured Person's voluntary intoxication through the use of poison, gas or fumes, whether by ingestion, injection, inhalation or absorption;
9) injury sustained by an Insured Person during or as a result of his or her commission of a felony or while incarcerated for a felony, except that this exclusion will not be applicable upon acquittal or dismissal of the felony charges;
10) injury sustained while the Insured Person is under the influence of intoxicants (as defined by the law of the jurisdiction in which the Injury occurred)
11) sickness, disease, or bacterial or viral infection, or medical or surgical treatment thereof unless and only to the extent covered by Rider, except for any bacterial infection resulting from an accidental external cut or wound or accidental ingestion of contaminated food;
12) Mental and Nervous Disorders;
13) services for which no charge is normally made; or
14) injury sustained while playing or practicing in:
   a) all intercollegiate sports;
   b) any inter-school club sports;
   c) any intramural sports; or
   d) any form of tackle football.

   Any sports activity that is a Covered Activity is not included in this exclusion.
15) any loss incurred while outside the United States, its Territories or Canada.

## CLAIMS PROVISIONS

**Notice of Claim**
The person who has the right to claim benefits (the claimant, beneficiary or his or her representative) must give Us written Notice of a Claim within 30 days after a Covered Loss begins. . Failure to furnish notice within the time required neither invalidates nor reduces any claim if it was not reasonably possible to give notice within such time, provided such notice is furnished as soon as reasonably possible. The notice should include the Insured Person's name and the Policy Number. Notice should be given to Our agent or sent to Us.

**Claim Forms**
When We receive the notice of claim, We will send forms to the claimant for giving Us Proof of Loss. The forms will be sent within 10 days after We receive the notice of claim. If the forms are not received, the claimant will satisfy the Proof of Loss requirement if a written notice of the occurrence, character and extent of the loss is sent to Us.

**Proof of Loss**
Written Proof of Loss must be furnished to Us within 90 days after the date of the loss. If the loss is one for which this Policy requires continuing eligibility for periodic benefit payments, subsequent written proofs of eligibility must be furnished at such intervals as We may reasonably require. Failure to furnish proof within the time required neither invalidates nor reduces any claim if it was not reasonably possible to give 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.

All Proof of Loss submitted must be satisfactory to Us and must include information which is required by Us to adjudicate the claim. In addition, the claimant must provide Us any Proof of Loss documentation specifically required in any relevant Rider. We reserve the right to request additional information reasonably related to the claim.

**Time of Payment of Claims**
We will pay any benefit due , other than benefits for which the Policy provides periodic payment, immediately after We receive Proof of Loss. Subject to due written Proof of Loss, all accrued benefits for which the Policy provides periodic payment will be paid not later than at the expiration of each period of 30 days during the continuance of the period for which benefits are due, and any balance remaining unpaid at the termination of the period will be paid immediately upon receipt of the proof.

**Payment of Claims**
We will pay any benefit due for loss of life:

1) according to the written beneficiary designation on file with the Policyholder; otherwise, if no beneficiary is named or no named beneficiary survives the Insured Person, We will pay
2) to the survivors in equal shares, in the first of the following classes to have a survivor at the Insured Person's death:
    a) Spouse;
    b) children;
    c) parents;
    d) brothers and sisters.

If there is no survivor in these classes or if there are legal impediments to determining who the survivors or beneficiaries are, payment will be made to the Insured Person's estate. All other benefits due and not assigned will be paid to the Insured Person, if living. Otherwise, the benefits will be paid according to the preceding language.

If a benefit due is payable to:

1) the Insured Person's estate; or
2) the Insured Person or a beneficiary who is either a minor or not competent to give a valid release for the payment.

We may pay up to $1,000 of the benefit due to some other person whom We believe is entitled to the payment, and who is related to the Insured Person or the beneficiary by blood or marriage. We will be relieved of further responsibility to the extent of any payment made in good faith. We may pay benefits directly to any Hospital or person rendering covered services, unless the Insured Person requests otherwise in writing. The Insured Person must make the request no later than the time he or she files Proof of Loss.

Upon receipt of due written Proof of Loss, benefit payments for charges incurred by the Insured Person for covered medical services will be made directly to the provider at Our option. If any such charges have been paid by the Insured Person, the benefit payment for those charges will be made to the Insured Person upon written proof of payment.

**Appealing Denial of Claims**
If a claim for benefits is wholly or partially denied, notice of the decision shall be furnished to the Insured Person. This written decision will:

1) give the specific reason or reasons for denial;
2) make specific reference to Policy provisions on which the denial is based;
3) provide a description of any additional information necessary to prepare the claim and an explanation of why it is necessary; and
4) provide an explanation of the review procedure.

On any denied claim, an Insured Person or his representative may appeal to Us for a full and fair review. The claimant may:

1) request a review upon written request within 60 days of receipt of claim denial;
2) review pertinent documents; and
3) submit issues and comments in writing.

We will make a decision no more than 60 days after receipt of the request for review, except in special circumstances (such as the need to hold a hearing), but in no case more than 120 days after We receive the request for review. The written decision will include specific reasons for the decision on which the decision is based.

**Physical Examinations and Autopsy**
We, at our own expense, shall have the right and opportunity to have:

1) a claimant for whom a claim is made examined by a Physician or Medical Professional of Our choice during the pendency of a claim as often as reasonably required; and
2) an autopsy conducted for a claimant for whom a claim is made in case of death, where not prohibited by law.

**Legal Actions**
No legal action may start:

1) until 60 days after Proof of Loss has been given; or
2) more than 5 years after the time Proof of Loss is required to be given, unless otherwise required by law.

**Assignment**
This insurance may not be assigned. The Insured Person may not assign any of his or her rights, privileges or benefits under this Policy. Benefit payments may be assigned as allowed in the Payment of Claims provision.

**Workers' Compensation Coverage**
The Policy does not replace Workers' Compensation or affect any requirement for Workers' Compensation coverage.

## GENERAL PROVISIONS

**Entire Contract**
The entire contract between the Policyholder and Us consists of this Policy and any other papers made a part of this Policy at issue.

**Incontestability**
In the absence of fraud, the validity of this Policy shall not be contested, except for nonpayment of premium, after it has been in force for two years from the Policy Effective Date.

**Statements**
In the absence of fraud, all statements made by the Policyholder and persons insured under this Policy will be deemed representations and not warranties. No statement will be used in any contest unless it is in writing, signed by the person making it and a copy of it is given to the person who made it, or, in the event of the death or incapacity of the Insured Person, to the Insured Person's beneficiary or personal representative.

**Changes**
No agent has authority to change or waive any part of this Policy. To be valid, any change or waiver must be in writing, approved by one of Our officers and made part of this Policy.

**Noncompliance with Policy Requirements**
Any express waiver by Us of any requirements of this Policy will not constitute a continuing waiver of such requirements. Any failure by Us to insist upon compliance with any Policy provision will not operate as a waiver or amendment of that provision.

**Data Furnished by Policyholder**
The Policyholder must maintain adequate records acceptable to Us and provide any information required by Us relating to this insurance, its premium, and any benefits claimed or paid hereunder.

**Right to Audit**
We will have the right to inspect and audit, at any reasonable time, all records and procedures of the Policyholder that may have a bearing on this insurance, its premium, and any benefits claimed or paid hereunder.

**Certificates**
If required by the laws of the state where this Policy is delivered, We will give certificates to the Policyholder for delivery to Insured Persons. The certificates will state the features of this Policy which are important to Insured Persons.

**Conformity with State and Federal Law**
Any provision of the Policy that is contrary to the law of the jurisdiction in which it is delivered or with any other applicable law is amended to meet the minimum requirements of the law.

**Right to Receive and Release Needed Information**
We have the right to decide in Our sole judgment what facts We need to administer this Policy. We may get needed facts from, or give them to, any other organization or person. We need not tell, or get the consent of, any person to do this. Each person claiming benefits under this Policy must give Us any facts We need to determine coverage under this Policy or determine the correct payment of a claim.

**Facility of Payment and Right to Recovery**
If a payment made under another plan includes an amount that should have been paid under this Policy, We may pay that amount to the organization making that payment. That amount will then be treated as though it were a benefit paid under this Policy, and We will not have to pay that amount again. If the amount of the payments made by Us is more than it should have paid under this Policy, We may recover the excess from any person(s) to or for whom We have overpaid, including insurance companies or other organizations. If benefits are overpaid, We may recover the amount overpaid by requesting a lump sum payment of the overpaid amount or reducing future benefits payable under this Policy.

**New Entrants**
This Policy will allow from time to time, that new eligible Insured Persons of the Policyholder be added to the Eligible Class(es) of Insured Persons originally insured under this Policy.

**Misstatement of Age**
If premiums for the Insured are based on age and the Insured Person has misstated his or her age, there will be a fair adjustment of premiums based on his or her true age. If the benefits for which the Insured Person is insured are based on age and the Insured Person has misstated his or her age, there will be an adjustment of said benefit based on his or her true age. We require satisfactory proof of age before paying any claim.

**Clerical Error**
Clerical error, whether by the Policyholder or Us, will not void the insurance of any Insured Person if that insurance would otherwise have been in effect nor extend the insurance of any Insured if that insurance would otherwise have ended or been reduced as provided in this Policy.

**HARTFORD FIRE INSURANCE COMPANY**
One Hartford Plaza
Hartford, Connecticut 06155
(A stock insurance company)



**Policyholder:** St. John-Hudson USD 350
**Policy Number:** 81-BSR-103105

## B-1 – ACCIDENTAL MEDICAL EXPENSE BENEFIT RIDER

This Rider is attached to and made part of the Policy as of the Policy Effective Date shown in the Policy Schedule. It applies only with respect to Accidents that occur on or after that date. It is subject to all of the provisions, limitations, and exclusions of the Policy except as they are specifically modified by this Rider.

### ACCIDENT MEDICAL EXPENSE BENEFIT

If an Insured Person suffers an Injury that, within 180 days of the date of the Covered Accident that caused the Injury, requires him or her to be treated by a Physician, We will pay the Usual and Customary Charges incurred for Covered Medical Services that are Medically Necessary and received due to that Injury, up to the Maximum Amount per Insured Person for all Injuries caused by the same Covered Accident. The benefit is payable only for such charges incurred after the Deductible has been met. Benefits are subject to the terms of the Scope of Coverage section. Benefits are then payable for charges incurred within the Maximum Benefit Period shown in the Rider Schedule.

### COVERED MEDICAL SERVICES

Covered Medical Services under this Rider are as follows:

1) **Hospital:** the following services provided when the Insured Person is Confined in a Hospital:
   a) the daily room rate for a semi-private room when an Insured Person is Confined in a Hospital and general nursing care is provided and charged for by the Hospital. In computing the number of days payable under this benefit, the date of admission will be counted but not the date of discharge.
   b) ancillary Hospital services and supplies including operating room, laboratory tests, Diagnostic Exams, anesthesia and medicines (excluding take home drugs) when Confined in a Hospital.
   c) the daily room rate when an Insured Person is Confined in a Hospital in a bed in the Intensive Care Unit; and
   d) nursing services other than private duty nursing services.
2) **Private Duty Nurse:** private duty nursing services by a registered nurse (RN) or licensed practical nurse (LPN) while an Insured Person is Confined in a Hospital. These services must be ordered by a Physician.
3) **Emergency Room:** expenses incurred within 72 hours of a Covered Accident due to Treatment in an Emergency Room. Such expenses include the attending Emergency Room Physician's charges, x-rays, laboratory procedures, medications, use of the Emergency Room, and medical supplies.
4) **Prosthesis:** artificial limbs, eyes, larynx, or other prosthesis for initial acquisition and fitting. We will not pay for repair or replacement of any prosthesis, unless due to a Covered Accident.
5) **Ambulatory Surgical Center or Ambulatory Medical Center:** Treatment including operating room, laboratory tests, anesthesia, medical supplies, and medicines (excluding take home drugs) provided in an Ambulatory Surgical Center or Ambulatory Medical Center.
6) **Physician:** expenses for Treatment provided by a Physician.
7) **Anesthesia:** expenses for pre-operative screening, anesthetics, and administration of anesthesia during a surgical procedure whether on an Inpatient or Outpatient basis.
8) **Durable Medical Equipment Rental:** expenses for rental of a wheelchair, orthopedic appliances, orthopedic braces, or other medical equipment that has therapeutic value for an Insured Person. We will not cover computers, motor vehicles, or modifications to a motor vehicle, ramps and installation costs, eyeglasses, and hearing aids. No benefits will be paid for rental charges in excess of the purchase price.
9) **Blood and Blood Products:** expenses for blood, blood products, artificial blood products, and transfusions of any blood or blood products.
10) **Ambulance:** expenses for transportation from the emergency site to the Hospital.
11) **Radiological Procedures:** Outpatient expenses for CAT Scan, MRI, X-ray, CT, PET, ultrasound, and other radiological procedures. Does not include dental x-rays.

12) **Outpatient Laboratory Tests:** expenses for laboratory tests provided when the Insured Person is not confined in a Hospital and provided by a medical facility other than an Emergency Room or Ambulatory Surgical Center.
13) **Prescription Drug:** expenses for drugs prescribed by a Physician for the Treatment of Injury and administered on an outpatient basis.
14) **Rehabilitation Care Facility:** expenses for physical and occupational rehabilitation. Treatment must be provided in a duly licensed Rehabilitation Care Facility and be under the direction of a Physician.
15) **Dental:** expenses including dental x-rays for the repair or Treatment of each injured tooth that is whole, sound, and a natural tooth at the time of the Covered Accident.
16) **Vision or Hearing Products:** eyeglasses, contact lenses, and hearing aids when damage occurs in a Covered Accident that requires medical Treatment.
17) **Skilled Nursing Facility:** expenses for Confinement in a Skilled Nursing Facility if it begins within 5 consecutive days after an Insured Person is Confined in a Hospital as a result of a Covered Accident. We will pay for Treatment if a Physician visits the Insured Person at least once every 30 days and certifies that the Confinement is Medically Necessary.
18) **Home Health Care:** expenses for Home Health Care beginning within 5 consecutive days after discharge from a Hospital, Skilled Nursing Facility, or Rehabilitation Care Facility.
19) **Chiropractic Care:** expenses for chiropractic adjustment, spinal manipulation or neck manipulation performed by a licensed health care practitioner.
20) **Physical and Occupational Therapy:** expenses for physical or occupational therapy and an office visit connected with any such service.

**RIDER SCHEDULE**

**ACCIDENT MEDICAL EXPENSE**

| | |
|---|---|
| **Maximum Amount per Insured Person:** | $5,000,000 |
| **Deductible:** | $25,000 per Covered Accident |
| **Coinsurance:** | 100% of Usual and Customary Charges |
| **Maximum Benefit Period:** | 520 weeks from the date of the Covered Accident |

| **Covered Medical Services** | **Maximum Amounts Payable** |
|---|---|
| Dental: | Included in the Accident Medical Expense Maximum limit |

**SCOPE OF COVERAGE**

**Excess Benefits with Integrated Deductible**
This Benefit is secondary coverage to all other policies. We will pay Usual and Customary Charges only after the Insured Person satisfies the Deductible and only when the Usual and Customary Charges are in excess of amounts paid or payable under any other Benefit Plan. We pay benefits without regard to any coordination of benefits provisions in any other Benefit Plan. The amount from other Benefit Plans includes any amount to which the Insured Person is entitled, whether or not a claim is made for the benefits. Any payments made by an Insured Person and an Insured Person's other Benefit Plan toward Usual and Customary Charges will apply toward satisfaction of the Insured Person's Deductible.

**Coordination with Medicare**
Accident Medical Expense Benefits will be paid in compliance with the Medicare Secondary Payer Act (42 U.S.C. §1395y) and any other applicable law regulating the coordination of benefits of government health Plans. We do not intend to shift to Medicare, Medicaid or any other governmental health Plan with secondary payer status, the responsibility of primary coverage or payment for any Injury for which benefits are payable under this Rider.

**LIMITATIONS AND EXCLUSIONS**

**Rider Exclusions**
Unless otherwise specified in this Rider, in addition to the exclusions in the Policy, We will not pay Accident Medical Expense Benefits for any loss, Treatment, or services resulting from, or contributed to, by:

1) pregnancy, childbirth, elective abortion, an abortion for any reason other than to preserve the life of the female upon whom the abortion is performed;
2) Complications of Pregnancy or miscarriage, except as a result of a Covered Accident;
3) elective or cosmetic surgery, except for reconstructive surgery needed as the result of an Injury;
4) orthopedic appliances used mainly to protect an Injury, so the Insured Person can participate in a Covered Activity;
5) expenses paid or payable under any automobile insurance policy without regard to fault; (This exclusion does not apply in any state where prohibited.);
6) Treatment or service provided by a private duty nurse;
7) routine physical exams and medical services or wellness visits;
8) overuse symptoms including, but not limited to, bursitis, tendonitis, shin splints, stress fractures, heat exhaustion, heat stroke, heat prostration, malfunctions of the heart, embolism, reinjures or the aggravation thereof, sprains, hernia, strains, muscle tears, or repetitive motion Injury, and/or Treatment of Injuries that result over a period of time (such as blisters, tennis elbow, etc.), and that are a normal result of participation in a Covered Activity, except as specifically provided in the Rider;
9) expenses due to an aggravation or re-Injury of a Pre-existing Condition;
10) expenses incurred that are in excess of Usual and Customary Charges for Covered Medical Services, or expenses that are not covered;
11) Mental and Nervous Disorders;
12) Medical Emergency Evacuation;
13) Experimental or Investigative Treatment or procedures;
14) Treatment of any condition for which the Insured Person is entitled to benefits under any Workers' Compensation Act or similar law.

**Out-of-Network Limitation**
In the event that an Insured Person is eligible for benefits under this Rider in excess of other medical expense coverage that is primary under a health maintenance organization, preferred provider organization, or similar health service program, a penalty will apply if the Insured Person does not use the facilities or services of the health maintenance organization, preferred provider organization or similar health service program. In such case, the benefits otherwise payable under this Rider will be reduced by 50%. This reduction shall not apply to an Insured Person in connection with any Treatment for which the health maintenance organization, preferred provider organization or similar health service program provides coverage as if the Insured Person used the facilities or services of the health maintenance organization, preferred provider organization or similar health service program. This limitation is not applicable to out-of-network Treatment provided in an emergency situation.

**DEFINITIONS**

Except as defined below, the definitions in the Policy apply to this Rider.

**Covered Medical Services** means the services covered by this Rider. Covered Medical Services are shown in the Rider Schedule and described in the Covered Medical Services provision.

In all other respects the Policy remains the same.

Signed for Hartford Fire Insurance Company

Kevin Barnett, *Secretary*

Douglas Elliot, *President*

**HARTFORD FIRE INSURANCE COMPANY**
One Hartford Plaza
Hartford, Connecticut 06155
(A stock insurance company)

The Hartford® is The Hartford Financial Services Group, Inc. and its subsidiaries.

**Policyholder:** St. John-Hudson USD 350
**Policy Number:** 81-BSR-103105

## B-28 – HEART OR CIRCULATORY BENEFIT RIDER

This Rider is attached to and made part of the Policy as of the Policy Effective Date shown in the Policy Schedule. It applies only with respect to a Heart or Circulatory Malfunction that occurs on or after that date. It is subject to all of the provisions, limitations, and exclusions of the Policy except as they are specifically modified by this Rider.

### HEART OR CIRCULATORY BENEFIT

If an Insured Person suffers a Heart or Circulatory Malfunction that results in death as a direct result of participating in a Covered Activity, We will pay the Accidental Death Benefit shown in the Schedule provided that:

1) the symptom(s) of such malfunction(s) is (are) first medically treated while the Policy is in force with respect to such Insured Person and within 72 hours after such participation; and
2) such Insured Person has not, within the last 10 years prior to the date of such participation in the Covered Activity, been diagnosed with, or received any medication for any myocardial infarction, angina pectoris, coronary thrombosis or a cerebral vascular incident unless the condition for which the prescribed medication is taken remains controlled without any change in the required prescription.

In all other respects the Policy remains the same.

Signed for Hartford Fire Insurance Company

Kevin Barnett, *Secretary*

Douglas Elliot, *President*