The Company will pay the benefits of this Policy subject to its provisions. This page and the pages that follow are part of this Policy.

**Blanket Policy No.:** SCH-20000009-00  
**Policyholder:** Denton ISD - The parent of the eligible student as named on the completed and signed application  
**Rewrite Effective Date:** August 20, 2014  
**Policy Term:** August 1st, 2014 – July 31st, 2015

**PREMIUM PAYMENTS**

This Policy is issued in return for the payment by the Policyholder of required premiums. Premiums are payable at the Home Office of the Company or to its authorized agent. The first premium is due on the effective date of this Policy. Later premiums are due as stated in the Premium Rate Page. These dates are the premium due dates.

**EFFECTIVE DATE**

This Policy will take effect at 12:01 a.m. at the main place of business of the Policyholder on August 1st, 2014. This Policy replaces Blanket Policy No. SCH-20000009-00, which was issued by the Company and took effect at 12:00 a.m. at the main place of business of the Policyholder as of August 1, 2014. The Insurance Company agrees to provide insurance benefits in consideration of the Policyholder’s application and payment of the initial premium when due. Insurance coverage begins on the Policy Effective Date shown herein.

**POLICY ANNIVERSARIES**

Policy anniversaries will be August 1st, 2015 and each subsequent August 1st.

**APPLICABLE LAW**

This Policy is a legal contract between the Policyholder and the Company. This Policy is issued in and governed by the laws of Texas.

The President and Secretary of the Company witness this Policy.

---

**PRESIDENT**  
Christopher L. Peirce  

**SECRETARY**  
Dexter R. Legg  

Signed by:  
(A licensed resident agent where required by law)
BLANKET ACCIDENT POLICY

THIS POLICY PAYS BENEFITS FOR SPECIFIC LOSSES FROM ACCIDENT ONLY.

IT DOES NOT PAY BENEFITS FOR LOSS CAUSED BY SICKNESS OR DISEASE. THIS POLICY MAY CONTAIN A DEDUCTIBLE. A PRE-EXISTING CONDITION LIMITATION MAY APPLY. EXCESS INSURANCE FOR ACCIDENTAL MEDICAL EXPENSE BENEFIT ONLY

THIS IS NOT A POLICY OF WORKERS’ COMPENSATION INSURANCE. THE EMPLOYER DOES NOT BECOME A SUBSCRIBER TO THE WORKERS’ COMPENSATION SYSTEM BY PURCHASING THIS POLICY, AND IF THE EMPLOYER IS A NON-SUBSCRIBER, THE EMPLOYER LOSES THOSE BENEFITS WHICH WOULD OTHERWISE ACCRUE UNDER THE WORKERS’ COMPENSATION LAWS. THE EMPLOYER MUST COMPLY WITH THE WORKERS’ COMPENSATION LAW AS IT PERTAINS TO NON-SUBSCRIBERS AND THE REQUIRED NOTIFICATION THAT MUST BE FILED AND POSTED.

PLEASE READ THIS POLICY CAREFULLY
NON-PARTICIPATING
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SCHEDULE OF BENEFITS

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

The Schedule of Benefits provides a brief outline of the coverage and benefits provided by this Policy. Please read the Conditions of Coverage and Description of Benefits sections for full details.

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

Class 1
Voluntary 24 Hour:
Any registered student in grades PK-12 whose parents have paid the appropriate premium. $2,000

Class 2
Voluntary at School:
Any registered student in grades PK-12 whose parents have paid the appropriate premium. $2,000

Class 3
Voluntary High School Football:
Any registered student in grades 9-12 whose parents have paid the appropriate premium. $2,000

Class 4
Voluntary High School Spring Football:
Any registered student in grades 9-12 whose parents have paid the appropriate premium. $2,000
CONDITIONS OF COVERAGE

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

CLASS 1:

VOLUNTARY 24-HOUR COVERAGE

Excluded Activities: High School interscholastic football

CLASS 2:

VOLUNTARY SCHOOL COVERAGE

Travel: Included; United States only

Personal Deviations covered

No

Sports and Activities not covered: High School interscholastic football

CLASS 3:

VOLUNTARY SPORTS COVERAGE

Sports Organization Name: the Policyholder as shown on page 1.

Supervised and Sponsored Sports Covered Activities: Tryouts, preseason play, practice, state interscholastic governing body approved conditioning, regular and post season play and for travel to, or during, or after covered athletic activities as a member of a group in transportation furnished and arranged by the school.

Covered interscholastic athletics are limited to the following: high school interscholastic football

Travel: Included; United States only

Personal Deviations covered

No

CLASS 4:

VOLUNTARY SPORTS COVERAGE

Sports Organization Name: the Policyholder as shown on page 1.

Supervised and Sponsored Sports Covered Activities: Tryouts, preseason play, practice, state interscholastic governing body approved conditioning, regular and post season play and for travel to, or during, or after covered athletic activities as a member of a group in
transportation furnished and arranged by the school.

Covered interscholastic athletics are limited to the following: spring high school interscholastic football

Travel: Included; United States only

**Personal Deviations** covered

**ACCIDENTAL DEATH AND DISMEMBERMENT BENEFITS**

Loss must occur within 180 days of the **Covered Loss**

**SCHEDULE OF BENEFITS**

**Class 1, 2, 3 & 4:**

<table>
<thead>
<tr>
<th>Loss</th>
<th>Benefit Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Loss of Life</td>
<td>$2,000</td>
</tr>
<tr>
<td>Loss of Two or More Hands or Feet</td>
<td>$10,000</td>
</tr>
<tr>
<td>Loss of Sight of Both Eyes</td>
<td>$10,000</td>
</tr>
<tr>
<td><strong>Loss of Speech</strong> and Hearing (in Both Ears)</td>
<td>$10,000</td>
</tr>
<tr>
<td>Loss of One Hand or Foot and Sight in One Eye</td>
<td>$10,000</td>
</tr>
<tr>
<td>Loss of One Hand or Foot</td>
<td>$5,000</td>
</tr>
<tr>
<td><strong>Loss of Sight</strong> in One Eye</td>
<td>$5,000</td>
</tr>
<tr>
<td><strong>Loss of Speech</strong></td>
<td>$5,000</td>
</tr>
<tr>
<td><strong>Loss of Hearing</strong> (in Both Ears)</td>
<td>$5,000</td>
</tr>
<tr>
<td>Loss of Thumb and Index Finger of the Same Hand</td>
<td>$500</td>
</tr>
</tbody>
</table>

**ACCIDENT MEDICAL EXPENSE BENEFIT**

**Class 1, 2, 3 & 4:**

- **Full Excess Accident Expense Benefit Maximum**: $25,000
- **First Covered Expenses must be received within**: 60 days after the **Covered Injury**
- **Benefit Period**: 1 year from the date of the **Covered Injury**
- **Benefit Limit for Covered Injuries from any one motor vehicle **Accident**: $5,000

**COVERED EXPENSES, CO-INSURANCE AND OTHER LIMITS**

**Inpatient Hospital Services**

- **Room and Board Expenses**
  - Semi-Private Room: Premier & Economy: 100% of the Usual and Customary Charges
  - Hospital Miscellaneous Expenses: Premier: up to $250 per day, $5,000 per **Covered Injury**
Emergency Room Treatment
Premier: up to $150 per Covered Injury
Economy: up to $75 per Covered Injury

Emergency Room Treatment must occur within 72 hours of the Covered Injury

Registered Nursing Services
Premier & Economy: up to $400 per Covered Injury

Physician Services
Surgery
Premier: 75% of the Usual and Customary Charges up to $3,750 per Covered Injury
Economy: 75% of the Usual and Customary Charges up to $3,500 per Covered Injury

Assistant Surgeon
Premier & Economy: 25% of Physician's Surgery Allowance

Anesthesia and its Administration
Premier & Economy: 25% of Physician's Surgery Allowance

Physician In-Hospital Non–Surgical Visits
Premier: up to $40 per visit
Economy: up to $20 per visit

OUTPATIENT BENEFITS

Physician Office Non–Surgical Visits
Premier: up to $40 per visit
Economy: up to $20 per visit

Combined Maximum for CT scan, MRI
Premier: up to $500 per Covered Injury
Economy: up to $250 per Covered Injury

X-ray
Premier: up to $200 per Covered Injury
Economy: up to $100 per Covered Injury

Laboratory tests
Premier: up to $100 per Covered Injury
Economy: up to $50 per Covered Injury

Outpatient Physiotherapy Benefit
Benefit Amount

Premier: up to 5 treatments; up to $100 per Covered Injury; 1 visit in a day

Economy: up to 2 treatments; up to $40 per Covered Injury; 1 visit in a day

Covered physiotherapy services

(a) acupuncture; (b) microthermy; (c) manipulation; (d) diathermy; (e) massage therapy; (f) heat treatment; and (g) ultrasonic treatment

Outpatient Orthopedic Appliances

Benefit Amount

Premier & Economy: up to $300 per Covered Injury

Hospital Outpatient Surgery Facilities Payment

Premier: up to $1,250 per Covered Injury

Economy: up to $750 per Covered Injury

Ambulance Services

Premier: 100% of the Usual and Customary Charges

Economy: up to $100 per Policy Year

Medical Equipment

Premier & Economy: up to $150 per Covered Injury

Dental Services

Premier: up to $250 per Tooth

Economy: up to $150 per Tooth

Outpatient Prescription Drugs

Premier & Economy: 100% of the Usual and Customary Charges

Eyeglasses, Contact Lenses, Hearing Aids

Premier & Economy: 100% of the Usual and Customary Charges

**APPLICABLE ONLY IF SELECTED ON APPLICATION:**

**DEFERRED TREATMENT EXPENSE BENEFITS**

Deferred Dental Expense Maximum Benefit

100% of the Usual and Customary Charges up to $10,000 per Covered Injury

Dental x-rays, endodontic and Oral Surgery Maximum Amount

100% of the Usual and Customary Charges up to $10,000 per Covered Injury

Cost of bridges, dentures or replacement of dental repairs

Maximum Benefit Amount

up to $250 per Covered Injury

Benefit Period

52 weeks
**PREMIUM RATE TABLE**

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

<table>
<thead>
<tr>
<th>Class</th>
<th>Activity</th>
<th>Economy without Deferred</th>
<th>Premier without Deferred</th>
<th>Economy with Deferred</th>
<th>Premier with Deferred</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>24 Hour</td>
<td>$128.00</td>
<td>$196.00</td>
<td>$137.00</td>
<td>$205.00</td>
</tr>
<tr>
<td>2</td>
<td>At School</td>
<td>$64.00</td>
<td>$94.00</td>
<td>$73.00</td>
<td>$103.00</td>
</tr>
<tr>
<td>3</td>
<td>Football</td>
<td>$189.00</td>
<td>$291.00</td>
<td>$198.00</td>
<td>$300.00</td>
</tr>
<tr>
<td>4</td>
<td>Spring Football</td>
<td>$76.00</td>
<td>$116.00</td>
<td>$85.00</td>
<td>$125.00</td>
</tr>
</tbody>
</table>

- **Mode of Premium Payment**: Single Premium
- **Premium Due Date**: Policy Effective Date and each Policy Anniversary thereafter
- **Contributions**: The cost of the coverage is paid by the **Insured Person**.
GENERAL DEFINITIONS

Please note that certain words used in the Policy have specific meanings. The words defined below and capitalized and bolded within the text of the Policy have the meanings set forth below. References to he, his and him in this General Definitions section and throughout the Policy refer to any individual, male or female.

**Accident** or **Accidental** means a sudden, unexpected, specific and abrupt event that occurs by chance at an identifiable time and place while the **Insured Person** is covered under the Policy.

**Aircraft**

means a vehicle which:

1. has a valid certificate of airworthiness; and
2. is being flown by a pilot with a valid license to operate the Aircraft.

**Airworthiness Certificate**

means a “Standard” Airworthiness Certificate issued by the Federal Aviation Agency of the United States of America or its equivalent issued by the governmental authority having jurisdiction over civil aviation in the country of registry.

**Common Carrier/Public Conveyance** means:

1. a conveyance, including Aircraft, licensed for hire to carry fare-paying passengers; or
2. a transport Aircraft operated by the Air Mobility Command of the United States of America or similar air transport service of another country. It does not include taxis, limousines for hire or privately arranged transportation.

**Condition of Coverage**

means the circumstances under which the Policy provides benefits as stated in the Schedule of Benefits. Classes of individuals to which a Condition of Coverage applies are shown in the Schedule of Benefits.

**Conveyance**

means a motorized craft, vehicle or mode of transportation licensed or registered by a governmental authority.

**Covered Accident**

means a sudden, unexpected, specific and abrupt event that results directly and independently of all other causes, in a Covered Injury or Covered Death and meets all of the following conditions:

1. occurs while the Insured Person's coverage under the Policy is in force;
2. occurs while the Insured Person is attending, participating in or traveling to and from a Covered Activity; and
3. is not otherwise excluded under the terms of the Policy.

**Covered Activity(ies)**

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

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

**Covered Death**

means Accidental death:

1. which is the direct result of a Covered Accident;
2. which results directly and independently from all other causes from a Covered Accident and independent of Sickness, disease, mental incapacity, bodily infirmity or any other cause; and
3. suffered by the Insured Person within the applicable time period specified in the Schedule of Benefits.
**Covered Injury**

means **Accidental** bodily injury:

1. which is sustained by an Insured Person as a direct result of a **Covered Accident** that is external to the body;

2. which results directly and independently from all other causes from a **Covered Accident** (independent of **Sickness**, disease, mental incapacity, bodily infirmity or any other cause) that causes a **Covered Loss**; and

3. suffered by the Insured Person within the applicable time period specified in the Schedule of Benefits.

The **Covered Injury** must be caused through **Accidental** means. All injuries sustained by an **Insured Person** in any one **Accident**, including related conditions and recurrent symptoms of these injuries, are considered a single injury.

**Covered Loss**

means a loss which results from a **Covered Injury** or **Covered Death**, and for which benefits are payable under the Policy. **Covered Loss** includes any expenses arising from services or supplies rendered or obtained by the **Insured Person** when such services and supplies are covered by the Policy.

**Dentist**

means a licensed dental care provider practicing within the scope of his or her license and rendering dental care and treatment to the **Insured Person** appropriate for the condition.

**Eligible Person**

means an individual as defined in the Schedule of Benefits.

**Hospital**

means an institution that meets all of the following:

1. it is licensed as a **Hospital** pursuant to applicable law;

2. it is primarily and continuously engaged in providing medical care and treatment to sick and injured persons;

3. it is managed under the supervision of a staff of medical doctors;

4. it provides 24-hour nursing services by or under the supervision of a graduate registered nurse (R.N.);

5. it has medical, diagnostic and treatment facilities, with major surgical facilities on its premises, or available on a prearranged basis;

6. it charges for its services.

**Hospital** shall include a Veteran’s Administration Hospital or Federal Government.

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

1. rehabilitation, convalescent, custodial, educational or nursing care; or

2. the aged, drug addicts or alcoholics.

**Hospital Confinement** or **Confined**

means a **Necessary Treatment** stay of 24 or more consecutive hours as a registered resident bed patient in a **Hospital**. **Hospital Confinements** due to the same **Covered Injury** will be treated as one **Hospital Confinement** unless separated by at least 30 days.

**Immediate Family Member**

means a person who is related to the **Insured Person** in any of the following ways: **Spouse**, **Domestic Partner**, brother-in-law, sister-in-law, daughter-in-law, son-in-law, mother-in-law, father-in-law, parent (includes stepparent), brother or sister (includes stepbrother or stepsister), or child (includes legally adopted or stepchild).
Injury

means Accidental bodily injury:
1. That is the direct result of an Accident that is external to the body;
2. Which results directly and independently from all other causes of an Accident (independent of Sickness, disease, mental incapacity, bodily infirmity or any other causes).

Inpatient

means confined overnight as a registered bed patient in a Hospital or other medical facility where at least one day’s room and board is charged. The confinement must be on the advice of a Physician.

Insured Person

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

Loss of a Hand or Foot

means complete Severance through or above the wrist or ankle joint.

Loss of Hearing

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

Loss of Sight

means the total, permanent Loss of Sight of one eye. The Loss of Sight must be irrecoverable by natural, surgical or artificial means.

Loss of Speech

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

Loss of a Thumb and Index Finger of the Same Hand

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

Military Air Transport

means an aircraft having a current and valid Airworthiness Certificate, piloted by a person who has a current and valid medical certificate and pilot certificate with appropriate ratings for the aircraft and operated by the United States of America, or by the similar air transport service of any duly constituted governmental authority of any recognized country.

Necessary Treatment

means medical services that:
1. are essential for diagnosis, treatment or care for which it is prescribed or performed;
2. meets generally accepted standards of medical practice; and
3. are ordered by a Physician and performed under his care, supervision or order.

Nurse

means a licensed graduate registered nurse (R.N.) or a licensed practical nurse (L.P.N.) who is not:
1. the Insured Person;
2. an Immediate Family Member of either the Insured Person or the Insured Person's Spouse;
3. a person living in the Insured Person's household; or
4. a person employed or retained by the Policyholder.

Outpatient

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

means a branch of rehabilitative health care that uses specially designed exercises and equipment to help patients regain or improve their physical abilities. Physical Therapy must be prescribed by a Physician and performed by a licensed physical therapist practicing within the scope of his license.

Physician

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

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

Policyholder

means the entity, named on the Policy’s face page, to which the Company issues the Policy.

Policy Term

means the time period defined for the Policyholder shown in the Schedule of Benefits.

Private Passenger Automobile

means a validly registered, four wheel private passenger car, including Policyholder-owned cars, campers, motor homes, station wagons, sport utility vehicles, pick-up trucks and van-type cars that are not licensed commercially or being used for commercial purposes. Any vehicle being used as a taxicab, bus, or other Public Conveyance will not be considered a Private Passenger Automobile.

Resident of the Same Household

means a person who maintains residence at the same address as the Insured Person.

School

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

Severance

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

Sickness

means a physical or mental illness including pregnancy and complications of pregnancy.

Spouse

means the Insured Person's lawful spouse. The term Spouse will include Domestic Partner.

Usual and Customary Charges

means the average amount charged by most providers for treatment, service or supplies in the geographic area where the treatment, service or supply is provided.

We, Us, Our

means Liberty Insurance Underwriters Inc.

You, Your

means the person to whom the Certificate is issued.
INCORPORATION PROVISIONS

1. From the effective date of the Policy, changes in the following items will be made a part of this Policy:
   a. the name of the Policyholder;
   b. the premium rates;
   c. amounts of insurance, eligibility, benefit descriptions, or any other provisions incorporated into the Policy.

2. Any change in item "1" above will be given on the Company's forms.

3. The effective date of incorporation of a provision or another change that affects the insurance of any person insured under this Policy will be the later of:
   a. the effective date of this Policy;
   b. the date of any amendment to this Policy that changes the Company's obligation to pay benefits under this Policy.
ELIGIBILITY, EFFECTIVE DATE AND TERMINATION PROVISIONS

Eligibility

An Eligible Person becomes eligible for insurance under the Policy on the date he meets all of the requirements of one of the Covered Classes. An Eligible Person may be insured under only one Covered Class, even though he may be eligible under more than one Covered Class.

Effective Date for Individuals

Insurance for an Eligible Person is effective at 12:00 a.m. on the date stated in the Schedule of Benefits.

1. the effective date of the Policyholder's participation under the Policy; and
2. the date the Eligible Person becomes eligible based on Policyholder requirements; and
3. the effective date of this Policy.

DATE INSURANCE ENDS

Termination of Insurance

Insurance for the Insured Person will end at 11:59 p.m. on the earliest of:

1. the date the person is no longer in an Eligible Class;
2. the date the person enters full time active duty in any Armed Forces. The Company will refund any premium paid for any period of active duty when the Company receives proof of active duty. Active duty does not include Reserve or National Guard duty for training
3. the end of the period for which the last premium is made;
4. the date this Policy ends;

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

1. the end of the Benefit Period; and
2. the date benefits equal to any applicable Benefit Limit, as shown in the Schedule of Benefits, have been paid.
COMMON EXCLUSIONS

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

1. Intentionally self-inflicted injury, suicide, or any attempt while sane or insane;
2. Commission or attempt to commit a felony or an assault;
3. Commission of or active participation in a riot or insurrection;
4. Declared or undeclared war or act of war or any act of declared or undeclared war unless specifically provided by the Policy;
5. The Insured Person’s intoxication as determined according to the laws of the jurisdiction in which the Covered Loss occurred or the laws of the Home Country;
6. Voluntary ingestion of any narcotic, drug, poison, gas or fumes, unless prescribed or taken under the direction of a Physician and taken in accordance with the prescribed dosage;
7. A Covered Loss that occurs while on active duty service in the military, naval or air force of any country or international organization. Upon the Company’s receipt of proof of service, the Company will refund any premium paid for this time. Reserve or National Guard active duty training is not excluded unless it extends beyond 31 days;
8. Travel or activity outside the United States;
9. Flight in, boarding or alighting from an Aircraft or any craft designed to fly above the Earth’s surface, except as:
   a. a fare-paying passenger on a regularly scheduled commercial airline;
   b. a passenger in a non-scheduled, private Aircraft used for pleasure purposes with no commercial intent during the flight;
   c. a passenger in a Military Aircraft flown by the Air Mobility Command or its foreign equivalent;
10. bungee-cord jumping; parachuting; skydiving; parasailing; hang-gliding; skiing; scuba diving; surfing; roller skating; riding in a rodeo; glider flying; flight in an ultra-light aircraft; sailplaning; bob-sledding; ballooning; fighting or brawling except in self-defense; operating, sitting or riding in or upon, alighting to or from, or working on or around any motorcycle or recreational motor vehicle including but not limited to two or three wheeled motor vehicles, four wheeled all-terrain vehicles (ATVs), jet skis, ski cycles, or snowmobiles;
11. Sickness, disease, bodily or mental infirmity, bacterial or viral infection or medical or surgical treatment thereof, except for any bacterial infection resulting from an accidental external cut or wound or accidental ingestion of contaminated food;
12. Travel in or on any off-road motorized vehicle that does not require licensing as a motor vehicle;
13. Injuries compensable under Workers’ Compensation law or any similar law;
14. An Accident if the Insured Person is the operator of a motor vehicle and does not possess a valid motor vehicle operator's license, unless: (a) the Insured Person holds a valid learners permit and (b) the Insured Person is receiving instruction from a driver's education instructor;

In addition, benefits will not be paid for services or treatment rendered by any person (other than a Dentist) who is:
1. employed or retained by the Policyholder;
2. a Resident of the Same Household;
3. an Immediate Family Member including Domestic Partner of either the Insured Person or the Insured Person's Spouse;
4. the Insured Person.
CLAIM PROVISIONS

Beneficiary

The beneficiary, unless the Insured Person specifies otherwise as provided below, will be the person he has named as beneficiary of any group insurance, or if none is in force, of any group Accident insurance, provided by the Policyholder.

The beneficiary is the person or persons the Insured Person names or changes on a form executed by him and satisfactory to the Company. This form may be in writing or by any electronic means agreed upon between the Company and the Policyholder. Consent of the beneficiary is not required to affect any changes, unless the beneficiary has been designated as an irrevocable beneficiary, or to make any assignment of rights or benefits permitted by the Policy. The beneficiary is barred from recovery if the Covered Loss is caused by his willful or negligent actions or he is otherwise criminally responsible for the Covered Loss.

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

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

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

1. Spouse;
2. Child or Children;
3. Parents;
4. Siblings; or
5. the estate of the Insured Person.

Claim Forms

The Company will send claim forms to the claimant upon receipt of a written notice of claim. If such forms are not furnished within fifteen (15) days after the Company received notice of claim, the claimant will be deemed to have met the proof of loss requirements upon submitting, within the time fixed in the Policy for filing proof of loss, written proof covering the occurrence, the character and the extent of the loss for which claim is made. The notice should include the Insured Person's name, the Policyholder's name and the Policy number. Any forms that may be required to be provided under this subsection may be provided in electronic or paper form.

Economic Sanctions Provision

This insurance does not apply to the extent that trade or economic sanctions or regulations prohibit the Company from providing insurance, including, but not limited to, the payment of claims.

Notice of Claim

Written notice of claim must be given to the Company within 30 days after the occurrence or commencement of the Insured Person's Covered Loss, or as soon thereafter as reasonably possible. Failure to give notice of claim within the time required neither invalidates nor reduces any claim if it was not reasonably possible to give notice within such time, provided such proof is furnished as soon as reasonably possible. Notice given by or on behalf of the claimant to the Company at 55 Water Street 18th floor, New York, NY 10041, or any authorized agent of the Company, with information sufficient to identify the Insured Person, is deemed notice to the Company. Any notices that may be required to be provided under this subsection may be provided in electronic or paper form.
Payment of Claims

All benefits will be paid in United States Currency. Upon receipt of due written proof of death, payment for loss of life of an **Insured Person** will be made to the **Insured Person's** beneficiary as described in the Beneficiary Provision and these Claims Provisions. If the beneficiary is no longer living, the payment for loss of life will be made to the estate of the Insured Person.

Upon receipt of due written proof of loss, payments for all losses, except loss of life, will be made to (or on behalf of, if applicable) the **Insured Person** suffering the loss. If an **Insured Person** dies before all payments due have been made, the amount still payable will be paid to his beneficiary as described in the Beneficiary Provision.

If any payee is a minor or is not competent to give a valid release for the payment, the payment will be made to the legal guardian of the payee's property. If the payee has no legal guardian for his property, a payment not exceeding $1,000 may be made, at the Company's option, to any relative by blood or connection by marriage of the payee, who has assumed the custody and support of the minor or responsibility for the incompetent person’s affairs.

The Company may pay benefits for a **Dependent Child** to a person who is not an **Insured Person** if an order providing for the appointment of a possessory or managing conservator of the **Dependent Child** has been issued by a court. The person must provide the Company with written notice that he is a possessory or managing conservator of the **Dependent Child** on whose behalf the claim is made and a certified copy of the court order designating him as the possessory or managing conservator of the **Dependent Child**, or any other evidence that the person is eligible to receive benefits for the **Dependent Child**.

Any payment the Company makes in good faith fully discharges liability to the extent of the payment made.

Time of Payment of Claims

Benefits payable under the Policy for any loss other than loss for which the Policy provides any periodic payment will be paid as soon as practicable upon receipt of due written proof of the loss, but no later than 60 days after the Company receives due written proof of loss. Subject to the Company’s receipt of due written proof of loss, all accrued benefits for loss for which the Policy provides periodic payment will be paid at the expiration of each month during the continuance of the period for which the Company is liable and any balance remaining unpaid upon termination of liability will be paid immediately upon receipt of such proof.

Conditional Claim Payment

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

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

Legal Actions

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

Physical Examination And Autopsy

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

Proof of Loss

Written proof of loss must be furnished to the Company within 90 days after the date of the **Covered Loss**.
The Company will, within 15 days of receipt, acknowledge receipt of the proof of loss. If any additional information is necessary to adjudicate the claim, the Company will notify the claimant, in writing, with such requests. Within 15 business days of receipt of all requested information, the Company will notify the claimant, in writing, of the acceptance or rejection of the claim.

Failure to furnish proof within the time required neither invalidates nor reduces any claim if it was not reasonably possible to furnish proof within such time, provided such proof is furnished as soon as reasonably possible and in no event, except in the absence of legal capacity of the claimant, later than one year from the time proof is otherwise required. Any forms that may be required to be provided under this subsection may be provided in electronic or paper form.

Subrogation

The Company may recover any benefits paid under the Policy to the extent an Insured Person is paid for the same Injury by a third party, or another insurer. The Company may only be reimbursed to the amount of the Insured Person’s recovery. The Insured Person has a right to be fully compensated before any recovery by the Company or reimbursement to the Company. Further, the Company has the right to offset future benefits payable to the Insured Person under the Policy against such recovery.

Upon request the Insured Person must complete the required forms and return them to the Company or its authorized agent. The Insured Person must cooperate fully with the Company or its representative in asserting its right to recover.

A refund from any recovery will only be made to the Company if the amount of the recovery exceeds the amount of the Insured Person’s actual damages.

Recovery of Overpayment

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

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

If there is an overpayment due when the Insured Person dies, the Company may recover the overpayment from the Insured Person’s estate.

Payment of Benefits to the Texas Department of Human Services

All benefits payable on behalf of an Insured Dependent Child must be paid to the Texas Department of Human Services whenever:

1. the Texas Department of Human Services is paying benefits on behalf of the Insured Dependent Child under the Human Resources Code, Chapter 31 or 32, which is the financial and medical assistance service program administered pursuant to the Human Resources Code;
2. the Insured Person has possession or access to the Insured Dependent Child pursuant to a court order, or is not entitled to access or possession and is required to pay child support; and
3. the Company receives written notice, affixed to the insurance claim, when the claim is first submitted, which states that all benefits paid pursuant to this provision must be paid directly to the Texas Department of Human Services.
**ADMINISTRATIVE PROVISIONS**

**PREMIUM PROVISIONS**

**Grace Period**

A Grace Period of 31 days will be provided for the payment of any premium due after the first. During the Grace Period, the Policy shall continue in force, unless the **Insured Person** has given written notice of discontinuance in advance of the premium due date and in accordance with the terms of this Policy. If the required premium is not paid during the Grace Period, coverage will terminate on the last day of the grace period. The **Insured Person** will be liable for the payment of a pro rata premium for the time the Policy was in force during the Grace Period.

**Premiums**

Premium rates are expressed in, and premiums are payable in United States Currency. The premiums for this Policy will be based on the rates set forth in the Premium Rate Table, the plan and amounts of insurance in effect for **Insured Persons** and the premium mode selected, as shown in the Premium Rate Table. The Company will provide authorized electronic notifications of premiums due or premium changes, by mail to the most current address in the Company files, to the **Policyholder**.

**Premium Payment**

The total premium paid by the **Insured Person** is the sum of premiums for all **Insured Persons**. The initial premium is due on the Policy Effective Date and each succeeding premium is due on the next succeeding Premium Due Date, as shown in the Premium Rate Table, unless the **Policyholder** and The Company agree to another mode of premium payment. Premiums are paid at the Company’s Home Office or to the Company’s authorized agent.

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

**Premium Rate Changes**

**We** may change premium rates at the end of any **Policy Term** with at least 60 days advance notice mailed to the last known address of the **Policyholder**.

**We** may change the premium rate during a **Policy Term** if any one of the following occurs:

1. the terms of this Policy change;
2. a change in any federal or state law or regulation is enacted, adopted or amended to the extent it affects the Company’s benefit obligations under this Policy;
3. **the Policyholder** fails to provide sufficient information, as required by The Company, to confirm adequacy of premiums and rates currently being paid; or
4. any increase or decrease in rate will take effect on the date of the applicable change specified above. A pro rata adjustment will apply from the date of the change to the end of any period for which premium has been paid.

**Reinstatement**

This Policy may be reinstated if it lapsed for nonpayment of premium. Requirements for reinstatement are written application of the **Policyholder** satisfactory to the Company and payment of all overdue premiums. Any premium accepted in connection with a reinstatement will be applied to a period for which premium was not previously paid, but not to any period more than 60 days prior to the date of reinstatement.
CANCELLATION PROVISION

Cancellation

The Company or the Policyholder may cancel this Policy as of any Premium Due Date by giving the other party 31 days advance written or authorized electronic notice. Any premium rate guarantee will not affect the Company's or the Policyholder's right to cancel this Policy. The Policyholder has the sole responsibility to notify Insured Persons of the cancellation.

Cancellation or non-renewal by the Company will be for one of the following reasons:

1. non-payment of premium;
2. the Policyholder has performed an act or practice constituting fraud, or made an intentional misrepresentation of material fact;
3. claims experience or overall case performance.

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

Cancellation does not affect a claim for a Covered Loss when the Covered Loss occurs before the cancellation date.
GENERAL PROVISIONS

Addition of New Individuals

All person added to the Classes of Eligible Persons in the Schedule of Benefits are eligible for insurance under the Policy.

Assignment

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

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

Clerical Error

A person’s coverage will not be affected by error or delay in keeping records of insurance under the Policy. If such error or delay is found, the Company will adjust the premium fairly.

Conformity with State Statutes

Any provision in the Policy that is in conflict with the requirements of any state or federal law that apply to the Policy are automatically changed to satisfy the minimum requirements of such laws.

Entire Contract; Changes

The Policy, the Master Application and any attached papers make up the entire contract between the Policyholder and the Company. In the absence of fraud, all statements made by the Policyholder or any Insured Person will be considered representations and not warranties. No written statement made by an Insured Person will be used in any contest unless a copy of the statement is furnished to the Insured Person or, in the event of the death or incapacity of the Insured Person, to his beneficiary or personal representative.

No change in the Policy will be valid until approved by one of the Company’s executive officers and endorsed on or attached to the Policy. No agent has authority to change the Policy or to waive any of its provisions.

If an enrollment form for an Insured Person is required, it may also be made a part of the Policy at the Company’s option.

Examination of the Policy

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

Incontestability

The validity of the Policy will not be contested after it has been in force for two years from the Policy Effective Date, except for non-payment of premium, misrepresentation or fraud.

After an Insured Person has been insured under the Policy for two years during his lifetime, no statement made by the Insured Person, except a fraudulent one, will be used to contest a claim under the Policy. The Company may only contest coverage if the misstatement is made in a written instrument signed by the Insured Person and a copy is given to the Policyholder, the Insured Person, his beneficiary or personal representative.

Misstatement of Fact

If the Policyholder has misstated any fact, all amounts payable under the Policy will be such as the premium paid would have purchased had such fact been correctly stated.

Noncompliance with Policy Requirements

Any express or implied waiver by the Company of any requirements of the Policy is not a continuing waiver of such requirements. Any failure by the Company to enforce any policy provision will not be a waiver or amendment of that provision.

Policy Changes

No change in the Policy will be valid until approved by one of the Company’s executive officers, and endorsed on or attached to the Policy. The Company may agree with the Policyholder to modify a plan of benefits without the Insured Person's consent.


Records

The Policyholder or its authorized Administrator will maintain the records of the Insured Person’s insurance under the Policy. The Company will be permitted to examine the Policyholder’s records relating to the insurance under the Policy at any reasonable time. The Policyholder is acting as an agent of the Insured Person for transactions relating to this insurance. The actions of the Policyholder will not be considered the actions of the Insurance Company.

Workers’ Compensation

The Policy is not in lieu of and does not affect any requirements for coverage by any Workers’ Compensation Act or similar law.
DESCRIPTION OF CONDITIONS OF COVERAGE

Class 1:

VOLUNTARY 24-HOUR COVERAGE

When selected by the Insured Person, the Company will pay the Benefit Amount shown in the Schedule of Benefits, subject to all applicable conditions and exclusions, when the Insured Person suffers a Covered Loss that occurs any time while insured by the Policy.

Exclusions

1. This coverage will not be in effect while the Insured Person is participating in any activity, including tryouts, practice or any competitions or games for high school football.

Class 2:

VOLUNTARY SCHOOL COVERAGE

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

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

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

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

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

Supervised and Sponsored School Activity means a Covered Activity that:

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

Supervised and Sponsored School Activity does not include participating in tryouts, practice, workouts, training sessions and meetings or any competitions or games for any sport as shown in the Schedule of Benefits.

Exclusions

This coverage will not be in effect during travel to or from any Supervised and Sponsored School Activity:

1. if the School provides transportation to and from the Supervised and Sponsored School Activity for a group of two or more Insured Persons and if the Insured Person is travelling to or from it by another means of transportation.

2. during travel to any Supervised and Sponsored School Activity Covered Activity that takes place outside the contiguous United States unless the Company has agreed in advance to provide coverage.

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

Class 3 & 4:

VOLUNTARY SPORTS COVERAGE

The Company will pay the Benefit Amount shown in the Schedule of Benefits, subject to all applicable conditions and exclusions, when the Insured Person suffers a Covered Injury that occurs while he is participating in one of the following Sponsored Sports Covered Activities:

1. regularly-scheduled practice or training;
2. regularly-scheduled competition or exhibition game;
3. a scheduled tryout, workout session or team meeting;
4. a Sponsored Sports Covered Activity; or
5. Covered Sports Travel.

Covered Sports Travel includes travel, only within the United States and directly and without interruption:

1. between home and the premises of the Sports Organization;
2. between home and another meeting place designated by the Sports Organization;
3. between home and another site designated by the Sports Organization, where a Sponsored Sports Covered Activity is scheduled;
4. between the premises of the Sports Organization or other meeting place it designates, and another site where a Sponsored Sports Covered Activity is scheduled.

Definitions

For purposes of this Condition of Coverage:

Covered Sports Travel means transportation on a Common Carrier, School bus or vehicle or Private Passenger Automobile driven by an adult with a valid drivers' license whom the Sports Organization has specifically designated to transport Insured Persons to a Sponsored Sports Covered Activity.

Sports Organization means a School, college or university, team, league, amateur sports team, sport clubs, sport camps or, other organization, as named in the Schedule of Benefits, that organizes, sponsors, supervises schedules or otherwise provides Sponsored Sports Covered Activities.
**Sponsored Sports Covered Activity** means a **Covered Activity** that:

1. takes place:
   a. on a **Sports Organization’s** premises during scheduled hours;
   b. at another site at which the **Sponsored Sports Covered Activity** is scheduled; and
2. is sponsored, organized or otherwise provided by the **Sports Organization**; and
3. is supervised by a coach, referee, or by another adult specifically assigned supervisory duties and authority for that **Sponsored Sports Covered Activity** by the **Sports Organization**.

**Exclusions**

1. This coverage will not be in effect during any sports activity unless it is sponsored, organized, supervised, scheduled or otherwise provided by the **Sports Organization** named in the Schedule of Benefits;
2. This coverage will not be in effect during the **Insured Person's Personal Deviation** as shown in the Schedule of Benefits.

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

Please read these and the Common Exclusions section in order to understand all of the terms, conditions, and limitations applicable to these Benefits.

If the Insured Person sustains more than one Covered Loss as a result of the same Covered Accident, the Company will pay the Benefit for the Covered Loss for which the largest benefit is payable.

ACCIDENTAL DEATH AND DISMEMBERMENT BENEFIT

Covered Losses

The Company will pay the Benefit Amount for any one of the Covered Losses listed in the Schedule of Benefits, subject to all applicable conditions and exclusions, if the Insured Person suffers a Covered Loss within the applicable time period specified in the Schedule of Benefits.

ACCIDENT MEDICAL EXPENSE BENEFIT

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

Full Excess Medical Expense

The Company will pay Covered Expenses:

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

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

Benefits will be paid:

• When Covered Expenses exceed any applicable Deductible within the number of days from the date of the Covered Injury specified in the Schedule of Benefits; and
• The Company shall not pay more than the Maximum Benefit Amount shown in the Schedule of Benefits.
• The Covered Expenses must be provided within the Maximum Benefit Period shown in the Schedule of Benefits.
• The Company will multiply the Covered Expenses by the Co-Insurance percentage contained in the Schedule of Benefits to determine the amount payable.
• The Company may impose limits on certain types or categories of Covered Expenses. These limits are contained in the Schedule of Benefits.
APPLICABLE ONLY IF SELECTED ON APPLICATION:

DEFERRED TREATMENT EXPENSE BENEFITS

The Company will pay the Benefit Amounts shown in the Schedule of Benefits, subject to all applicable conditions and exclusions, for the **Insured Person’s Covered Expenses** for **Deferred Treatment Expenses**, subject to the maximum shown in the Schedule of Benefits, for treatment of a **Covered Injury**.

**Deferred Treatment Expenses** are **Covered Expenses** that:

1. are provided after the end of the Benefit Period applicable to the Covered Injury requiring treatment but before the end of any applicable Deferred Treatment Benefit Period;
2. would have been **Covered Expenses** had the services been provided during the applicable **Benefit Period**;
3. are not in excess of the Maximum for **Accident** Expense Benefits or the applicable Deferred Treatment Maximum; and
4. are submitted as a claim within 30 days of the end of the applicable **Benefit Period**, with a **Physician’s statement** that treatment cannot be completed by the end of that **Benefit Period**, and with an estimate of cost and duration.

**Deferred Dental Expenses** are **Covered Expenses** for treatment, including X-rays, to repair injury to a tooth (1) with no fillings or cavities or only fillings or cavities that do not undermine the tooth cusps; and (2) for which pulpal tissues are healthy and intact; and (3) for which periodontal tissue shows little or no signs of active or chronic inflammation; or to the supporting structures of the teeth of the **Insured Person**. If there is more than one way to treat a dental problem, the Company will pay based on the least expensive procedure if that procedure meets commonly accepted standards of the American Dental Association. No coverage is provided for orthodontics for any reason or damage or loss thereof.

LIMITATIONS AND EXCLUDED ACCIDENT MEDICAL BENEFIT EXPENSES

**Limitation for Motor Vehicle Accidents**

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

**Limitation for Contributory School and/or Sports Coverage**

If benefits are payable for any **Covered Injury** under this Policy and under another blanket accident insurance policy issued by the Company for which the **Policyholder** pays the entire premium:

1. benefits will be payable first under that policy; and
2. the total of benefits payable under both policies will not exceed the maximum benefit amount in the policy that provides the greater maximum.

**Non-Duplication of Benefits When This Policy and Other Plans Are Excess**

This provision applies if benefits under any **Other Insurance Plan** are covered under this Benefit and coverage under this Benefit and the other Plan are excess.
We pay a pro rata share of the total amount of Covered Expenses. In no case will the total benefits payable exceed 100% of the Covered Expenses.

Our pro rata share equals the total of benefits payable under this Policy multiplied by a fraction, of which the numerator is the benefits We pay and the denominator is the total of benefits payable by an Other Insurance for the same Covered Injury.

Excluded Expenses
The following will not be considered Covered Expenses unless coverage is specifically provided.

1. Routine physical and care of any kind;
2. Routine dental care and treatment;
3. Cosmetic or plastic surgery, except as the result of a Covered Injury;
4. Routine nursery or routine child care;
5. Pre-existing Condition;
6. Eye refractions or eye examinations for the purpose of prescribing corrective lenses or for the fitting thereof; eyeglasses, contact lenses, and/or hearing aids unless Necessary Treatment of a Covered Injury;
7. Services, supplies, or treatment including any period of Hospital Confinement which is not recommended, approved, and certified as Necessary Treatment and reasonable by a Physician, or expenses which are non-medical in nature;
8. Charges for Covered Medical Expenses for which the Insured Person would not be responsible in the absence of this Policy;
9. Any expense paid or payable by any Other Insurance;
10. Injury or Sickness for which benefits are payable under any worker’s compensation or occupational disease law or act, or similar legislation, whether United States federal or foreign law;
11. Any elective or routine treatment, surgery, health treatment, or examination, including any service, treatment of supplies that: (a) are deemed by the Company to be experimental or investigational; and (b) are not recognized and generally accepted medical practice in the United States;
12. Services or treatment provided by persons who do not normally charge for their services, unless there is a legal obligation to pay;
13. Repair or replacement of existing dentures, partial dentures, braces or bridgework;
14. Orthopedic appliances used mainly to protect an Injury so that the Insured Person can take part in interscholastic, intercollegiate and club sports;
15. Expenses payable by any automobile insurance policy without regard to fault;

Other Exclusions and Limitation that apply to this Benefit are in the Common Exclusions Section of the Policy.

DEFINITIONS FOR THIS BENEFIT

Benefit Period means the maximum period that benefits are payable under this Benefit.

Co-insurance means the out of pocket expenses to be paid by the Insured Person. This percentage is the Co-Insurance Rate shown in the Schedule of Benefits.
Covered Expenses means the Usual and Customary Charges for the following services, provided such following services are Necessary Treatment of a Covered Injury:

**Inpatient Hospital services**
- Room and board in a semi-private Private room;
- Hospital Miscellaneous Services;
- Physician services, Surgery, Assistant Surgeon, Physician’s Surgical Facilities, Second Opinion, or consultation, Anesthesia and it administration, In Physician Hospital Visits, Physician Office visits;
- Emergency Room;
- Outpatient Services;
- Outpatient X Ray, CT Scan, MRI, and Laboratory Test includes charges for reading;
- Outpatient physiotherapy;
- Orthopedic Appliances
  - Ambulance Services: one trip to the nearest Hospital by air or ground;
  - Dental Services provided by a Dentist or Physician;
- Outpatient prescription drugs;
- Eyeglasses, Contacts lenses and Hearing Aids;
- Medical equipment rental or if less than the purchase of equipment;
- Hernia;

**Hospital Miscellaneous Expenses:**
means the Necessary Treatment expenses charged by a Hospital or Ambulatory Surgical Center for Outpatient surgery. The Miscellaneous Expenses include, but are not limited to the expenses shown in the Schedule of Benefits and all necessary charges other than room and board, for services received during a Hospital stay.

**Other Insurance**
means any reimbursement for or recovery of any element of Covered Injury as a result of an Accident available from any other source whatsoever, except gifts and donations, but including without limitations:
- any individual, group, blanket or franchise policy of Accident, disability or health insurance or any similar type of arrangement that provides for payments or reimbursement of medical expenses or disability payments;
- Social Security Disability Benefits; and
- any benefits payable under any program provided or sponsored solely or primarily by and federal, state or local governmental unit or agency or subdivision or through operation of law or regulation; except Medicaid.

**Pre-existing Condition**
means a disease of physical condition for which the Insured Person received medical advice or treatment during the 6 months before the effective date of the Insured Person’s coverage.

Pre-existing conditions may be excluded until the earlier of:
1. 12 months after the effective date of coverage during which the Insured Person has not received medical advice or treatment in connection with the disease or physical condition; or
2. the second anniversary of the effective date of the Insured Person’s coverage.