



**DATE: April 28, 2020**

Joliet Junior College  
1215 Houbolt Road  
Joliet, IL 60431

**TO:** Prospective Respondents  
**SUBJECT:** Addendum No. 1  
**PROJECT NAME:** Intercollegiate Athletic Accident Insurance  
**JJC PROJECT NO.:** R20011

This Addendum forms a part of the Bidding and Contract Documents and modifies the original bidding document as posted on the JJC website. Acknowledge receipt of this addendum as specified at the end of this addendum. FAILURE TO DO SO MAY SUBJECT BIDDER TO DISQUALIFICATION.

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**Questions Received:**

1. Can you please provide detailed claims reports (claim by claim) back to 2015? **See attached.**
2. Can you please provide historical premium for both your secondary and catastrophic plans, by year, back to 2015?

<i>Fiscal Year</i>	<i>Basic Coverage Premium</i>	<i>Catastrophic Coverage Premium</i>
<b>2015</b>	<b>\$27,782</b>	<b>\$5,649</b>
<b>2016</b>	<b>\$29,892</b>	<b>\$5,649</b>
<b>2017</b>	<b>\$30,392</b>	<b>\$6,730</b>
<b>2018</b>	<b>\$31,353</b>	<b>\$10,864</b>
<b>2019</b>	<b>\$28,218</b>	<b>\$10,864</b>
<b>2020</b>	<b>\$28,218</b>	<b>\$12,168</b>

3. Do you have an directly negotiated discount agreements with your local medical providers? **No**
4. Can you please provide 19-20 master policy for Intercollegiate sports and CAT? **See attached.**
5. Please provide historical claims reporting for both the basic and catastrophic plans.  
**See response to question #1.**
6. Do you plan on adding or deleting any sports for the 2020-2021 school year? **Not at this time.**
7. Do you require your student-athletes to have primary insurance? If so, how do you enforce this policy? **Yes. The athletic department is charged with collecting proof of insurance prior to a student athlete participating in any sport. If an athlete loses insurance while competing they cannot compete until they are covered under another policy.**
8. Who is the current insurance carrier and who was the insurance carrier the prior 4 policy periods? **First Agency, a Gallagher Company is our current carrier. First Agency was the carrier.**
9. Are your international student-athletes required to purchase a specific plan? If so, what plan? **International student-athletes do not have any additional requirements different from our non-international student-athletes.**
10. Can you provide your premium cost for the current and last 4 years?

*See response to question #2.*

**End of Addendum #1**



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1215 Houbolt Road  
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**TO:** Prospective Respondents  
**SUBJECT:** Addendum No. 1  
**PROJECT NAME:** Intercollegiate Athletic Accident Insurance  
**JJC PROJECT NO.:** R20011

**Please acknowledge receipt of these addenda by including this page with your proposal. Include your company name, printed name, title, and signature in your acknowledgement below. Failure to do so could result in disqualification of your bid.**

Issued by:

Janice Reedus  
Director of Business & Auxiliary Services  
Joliet Junior College  
815.280.6643

I acknowledge receipt of Addendum #1.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

**AMERICAN FIDELITY ASSURANCE COMPANY**

9000 Cameron, Oklahoma City, Oklahoma 73114

**Application for: GROUP BLANKET ACCIDENT INSURANCE****Name of Applicant:** Joliet Junior College**Proposed  
Effective Date:** August 01, 2019**Applicant Address:** Janice Reedus, Director of Business & Auxiliary  
Services  
1215 Houbolt Rd  
Joliet, IL 60431**Proposed  
Termination Date:** August 01, 2020**Policy Number:** 12A-127-H82-N**Total Premium:** \$28,218.00**Eligible Persons:** ☒ 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):**

<input type="checkbox"/> <b>Football Accident Coverage</b> All players will be covered.  Deductible: Insured Percent: % Maximum Benefit Amount: Accidental Death Benefit: \$ Dismemberment Benefit Up To: \$ Benefit Period Initial Treatment Period Primary Benefit Amount \$  <input type="checkbox"/> Designated Vehicle coverage	<input checked="" type="checkbox"/> <b>All Sports Coverage, except Football</b> All players will be covered for all sports, except football.  Disappearing Deductible: \$1,000.00 Insured Percent: 100% Maximum Benefit Amount: \$24,000.00 Accidental Death Benefit: \$10,000.00 Dismemberment Benefit Up To: \$10,000.00 Benefit Period 104 weeks Initial Treatment Period 60 days Primary Benefit Amount \$0.00  <input checked="" type="checkbox"/> Designated Vehicle coverage
<input type="checkbox"/> <b>Student Accident Coverage</b> <input type="checkbox"/> School-Time* <input type="checkbox"/> 24-Hour-A-Day (Students only)* <input type="checkbox"/> 24-Hour-A-Day (Students and their Dependents) *All students enrolled at the Policyholder's school will be insured.  Deductible: Insured Percent: % Maximum Benefit Amount: Accidental Death Benefit: \$ Dismemberment Benefit Up To: \$ Benefit Period Initial Treatment Period \$ Primary Benefit Amount  <input type="checkbox"/> Designated Vehicle coverage <input type="checkbox"/> Coverage while traveling to/from residence	<input type="checkbox"/> <b>Other Accident Coverage</b> All enrolled students will be covered while participating in the following Covered Activities:     Deductible: Insured Percent: % Maximum Benefit Amount: Accidental Death Benefit: \$ Dismemberment Benefit Up To: \$ Benefit Period Initial Treatment Period \$ Primary Benefit Amount  <input type="checkbox"/> Designated Vehicle coverage <input type="checkbox"/> 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):**

- ☒ Off-season Physical Conditioning (not available with Student Accident Coverage)
- ☒ Heart and/or circulatory malfunction resulting from participation in a Covered Activity
- ☒ Repetitive motion injuries
- ☒ Out of Network 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.

***The following notices are applicable where stated:***

ALL OTHER STATES, except NEW HAMPSHIRE: 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.

Signed at (city and state): \_\_\_\_\_ Date: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Title: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Agency Name: First Agency, Inc. Agent Name: Bryan C. Cronen

Agency Address: 5071 West H Avenue Agent Number: 4  
Kalamazoo, MI 49009



9000 Cameron Parkway, Oklahoma City, Oklahoma 73114

This Policy is issued to the Policyholder by American Fidelity Assurance 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. We agree 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**

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.

For service or complaints about the policy, please address inquires to the address or phone number below:

American Fidelity Assurance Company  
c/o First Agency, Inc.  
5071 West H Avenue  
Kalamazoo, MI 49009-8501  
269-381-6630  
Or contact  
Illinois Department of Insurance  
Consumer Division or Public Services Section  
Springfield, IL 62767

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## DEFINITIONS

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**Accident:** An event:

1. that results in accidental bodily damage, harm or injury occurring while the Insured is covered under the Policy; and
2. which directly results in an Injury; and
3. that is independent from sickness, disease or bodily infirmity, or illness.

**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.

**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.

**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.

**Designated Vehicle:** A 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.

**Disappearing Deductible:** A dollar amount of Covered Charges the Insured must pay before We pay any benefits. The Deductible may be satisfied by Other Valid and Collectible Insurance or Plan. The Disappearing Deductible is shown on the Schedule of Benefits.

**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.

Durable Medical Equipment does not include:

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.

Such items that do not qualify as Durable Medical Equipment include, but are not limited to:

1. modifications to the Insured's residence, property or automobiles, such as ramps, elevators, spas, air conditioners and vehicle hand controls; or

2. corrective shoes; or
3. 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 expense 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).

**Guest/Recruit:** Prospective athletes invited by the school to participate in on-campus activities that are supervised by the school's athletic department.

**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, independent of disease or bodily infirmity, which directly results in loss covered by the Policy. The Injury must occur and the loss must begin while the coverage for the Insured is in force under the Policy.

**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.

**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.

**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.

**Orthopedic Appliances:** Any supportive device or appliance used in treating the Insured's Injury.

**Other Valid and Collectible Insurance or Plan:** Any reimbursement for or recovery of any element of Covered Charges incurred available from any other source whatsoever, except gifts and donations, but including without limitation:

1. any individual, group, blanket, or franchise policy of accident, disability or health insurance; or
2. any arrangement of benefits for members of a group, whether insured or uninsured; or
3. any prepaid service arrangement such as Blue Cross or Blue Shield; individual or group practice plans, or health maintenance organizations; or
4. any amount payable for Hospital, medical or other health services. Injury arising out of a motor vehicle accident to the extent such benefits are payable under any medical expense payment provision (by whatever terminology used including such benefits mandated by law) of any motor vehicle insurance policy; or
5. any amount payable for services or injuries or diseases related to the Insured's job to the extent that he actually received benefits under a Worker's Compensation Law. If the Insured enters into a settlement to give up his or her rights to recover future medical expenses that would have been payable except for that settlement; or
6. Social Security Disability Benefits, except that Other Valid and Collectible Insurance or Plan shall not include any increase in Social Security Disability Benefits payable to the Insured after he or she becomes disabled while insured hereunder; or
7. any benefits payable under any program provided or sponsored solely or primarily by any governmental agency or subdivision or through operation of law or regulation.

**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.

**Pre-existing Condition:** A condition for which medical care, treatment, diagnosis or advice was received or recommended within the 12 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.

Reasonable and Customary Charges, Fees or Expenses as used in this Policy to describe expense, will be considered to mean the payment system in effect at Policy issue as shown in the Schedule of Benefits.

**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.

**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.

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## CONDITIONS OF INSURANCE

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### 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. 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 Coverage, except Football.** 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.

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.

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## SCOPE OF COVERAGE

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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, except Football:** If this option is shown on the application, all Insureds will be covered for Injury which is incurred while the Insured is participating in athletic competitions, except football, which are officially authorized, sanctioned and scheduled by the Policyholder, and governed by G533SAIL

the rules and regulations of the appropriate athletic/activities association or organization. This includes related:

1. pre-competition activities; and
2. practice sessions; and
3. Off Season Physical Conditioning; and
4. 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 competitions, except football, in a Designated Vehicle.

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## **ACCIDENTAL DEATH AND DISMEMBERMENT BENEFIT**

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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.

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## **ACCIDENT MEDICAL EXPENSE BENEFITS**

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Subject to the definitions, limitations, exclusions, and other provisions of the Policy, We will pay benefits, as defined and limited below, for Covered Charges incurred by the Insured due to Injury.

Covered Charges are payable only for an Injury:

1. For which the first treatment or service is incurred within the Initial Treatment Period; and
2. For which expense for all treatment or service is incurred within the Benefit Period.

Covered Charges are shown on the Schedule of Benefits.

### No Other Valid and Collectible Insurance or Plan

After the Deductible has been satisfied, We will pay the Insured Percent of incurred Covered Charges up to the Maximum Benefit Amount, Per Injury.

### Other Valid and Collectible Insurance or Plan

After the Deductible has been satisfied, We will pay the Insured Percent of incurred Covered Charges which are in excess of the total benefits payable for the same Injury by any Other Valid and Collectible Insurance or Plan on a provision of service or on an expense incurred basis, up to the Maximum Benefit Amount, Per Injury. However, with respect to voluntary plans in which the premium is paid by the parents, guardian, or Insured, benefits for the first \$100 of covered Charges will be paid without regard to Other Valid and Collectible Insurance or Plan.

If Other Valid and Collectible Insurance or Plan provides benefits on an excess coverage basis, Our plan will pay first, if it has been in effect for the longer period of time at the date of such Injury.

For purposes of this Policy, the Insured's entitlement to Other Valid and Collectible Insurance or Plan will be determined as if this Policy did not exist and shall not depend upon whether timely application for benefits from Other Valid and Collectible Insurance or Plan is made by or on behalf of the Insured.

**Primary Benefit Amount:** If a Primary Benefit Amount is shown in the Schedule of Benefits, We will pay the Covered Charges incurred for an Injury up to the Primary Benefit Amount. With respect to voluntary plans in which the premium is paid by the parents, guardian, or Insured, the Primary Benefit Amount will not be less than \$100.00. Such Covered Charges will be paid according to the terms of the Policy. Thereafter, subsequent claims received for the same Injury which are in excess of the Primary Benefit Amount, will be subject to the excess Provision.

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## OUT-OF-NETWORK OPTION

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When Other Valid and Collectible Insurance or Plan denies benefits and requires the Insured to use an authorized medical vendor despite the Policyholder's attempts to have the Other Valid and Collectible Insurance or Plan approve an out-of-network vendor, We will pay expense incurred up to a Maximum Benefit Amount, Per Injury of \$24,000.00.

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## EXCLUSIONS

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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 by acts of war, whether declared or not; or
4. injury covered by Worker's Compensation or the Occupational Disease Law; or
5. treatment of illness, disease or infections, except pyogenic infections or bacterial infections, which result from the accidental open cut or the accidental ingestion of contaminated substances; or
6. 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
7. suicide or attempted suicide; or self-destruction or an attempt to self-destroy while insane; or
8. expense incurred for the use of orthotics unless used exclusively to promote healing; or
9. any penalty imposed by Other Valid and Collectible Insurance or Plan for failure to follow plan procedures; or
10. injury sustained fighting, except as an innocent victim; or
11. 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
12. 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.

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## PREMIUM

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### **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.

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**CLAIM PROVISIONS**

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**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 as soon as We 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 medical services provider.

If any indemnity 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 will 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.

**Subrogation:**

We are assigned the right to recover from the negligent third party, or his or her insurer, to the extent of the benefits We paid for that Injury. The Insured is required to furnish any information or assistance, or provide any documents that We may reasonably require in order to exercise Our rights under this provision.

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**GENERAL PROVISIONS**

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**Entire Contract; Changes:**

This Policy, including the application, endorsements, if any, and the attached papers, if any, constitutes the entire contract of insurance. No change in this Policy shall be valid until approved by one of Our executive officers and unless such approval be endorsed hereon or attached hereto. No agent has authority to change this Policy or waive any of its provisions.

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

<b>Policy Number:</b>	12A-127-H82-N
<b>Policyholder:</b>	Joliet Junior College
<b>Policy Effective Date:</b>	August 01, 2019
<b>Policy Term:</b>	August 01, 2019 to August 01, 2020
<b>Eligible Persons:</b>	Students who are enrolled and attending the Policyholder's School Guests/Recruits
<b>Scope of Coverage:</b>	All Sports Accident, Except Football Coverage
<b>Insured Effective Date:</b>	The Policy Effective Date

### ACCIDENTAL DEATH AND DISMEMBERMENT BENEFIT

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

<b>Maximum Benefit Amount, Per Injury</b>	\$24,000.00
<b>Disappearing Deductible, Per Injury</b>	\$1,000.00
<b>Insured Percent</b>	100%
<b>Payment System Percentile</b>	90 <sup>th</sup>
<b>Initial Treatment Period</b>	60 days
<b>Benefit Period</b>	104 weeks
<b>Primary Benefit Amount</b>	\$0.00

## 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.
Hospital miscellaneous expense.
Doctor's fees for surgery: 100% for the first or major procedure; 50% for the second; third; fourth; fifth procedure (same incision).
Anesthesia services.
Doctors visits, inpatient and outpatient.
Hospital Emergency care.
Outpatient services.
X-ray and laboratory services.
Ambulance expense.
Urgent Care Center expense.
Orthopedic Appliances.
Casts, non-surgical.
Eyeglass replacement expense for broken eyeglasses or lenses resulting from an Injury requiring medical treatment.
Durable Medical Equipment.
Prescription Drugs.
Dental treatment.
Physical Therapy and/or treatment of the spine by manual or mechanical means.
Assistant surgeon expense, limited to 25% of the surgeon's fee.
Re-aggravation or reinjury of a Pre-existing Condition.
Treatment of heart and/or circulatory system resulting from participation in a Covered Activity such as stroke, heat exhaustion, heart attack, and brain circulatory malfunctions.
Treatment of repetitive motion Injuries, strains, hernia, tendinitis, bursitis, spondylolysis, osteochondritis dissecans, and heat exhaustion not related to a specific Injury.

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

This notice provides a **brief summary** of the Illinois Life and Health Insurance Guaranty Association ("the Association") and the protection it provides for policyholders. This safety net was created under Illinois law, which determines who and what is covered and the amounts of coverage.

The Association was established to provide protection in the unlikely event that your member life, annuity or health insurance company 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 Illinois law, with funding from assessments paid by other insurance companies.

The basic protections provided by the Association per insolvency 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, except special rules apply with regard to hospital, medical and surgical insurance benefits for which the maximum amount of protection is increased to \$500,000.

**Note: Certain policies and contracts may not be covered or fully covered.** For example, coverage does not extend to any portion(s) of a policy or contract that the insurer does not guarantee, such as certain investment additions to the account value of a variable life insurance policy or a variable annuity contract. There are also residency requirements and other limitations under Illinois law.

To learn more about the above protections, as well as protections relating to group contracts or retirement plans, please visit the Association's website at [www.illifega.org](http://www.illifega.org) or contact:

*Illinois Life and Health  
Insurance Guaranty Associations  
1520 Kensington Road, Suite 112  
Oak Brook, Illinois 60523-2140  
(773) 714-8050*

*Illinois Department of Insurance  
4<sup>th</sup> Floor  
320 West Washington Street  
Springfield, Illinois 62767  
(217) 782-4515*

**Insurance companies and agents are not allowed by Illinois law to use the existence of the Association or its coverage to encourage you to purchase any form of insurance. When selecting an insurance company, you should not rely on Association coverage. If there is any inconsistency between this notice and Illinois law, then Illinois law will control.**

## HOME OFFICE USE ONLY

**Participating School:** Joliet Junior College  
1215 Houbolt Road  
Joliet, IL 60431

**Participating School Policy Number:** SB20CC-050558-106

**Premium Amount:** \$12,168.00 (Intercollegiate Sports)  
• The premium shown above is fully earned and non-refundable on the date coverage goes into effect.

**Participating School Term of Coverage:** August 1, 2019 to August 1, 2020

**Covered Sports:**  
• Class 1 - Coverage was purchased for the Intercollegiate Sports as listed on the Sports Census on file with Us.

## PLAN OF INSURANCE

**Eligibility:** Class 1: All student athletes, student coaches, student managers, student trainers and cheerleaders of the Participating School who are participating in all sanctioned and officially recognized intercollegiate and interscholastic Policyholder sports including all guest recruits of the Participating School's athletic department who are participating in activities which are on campus and supervised by the Participating School's athletic department and for which premium has been paid.

**Covered Event:** Class 1: Coverage is provided for participation in scheduled intercollegiate and interscholastic games, supervised practice sessions and during authorized group or team travel that is paid for or reimbursed by the Participating School in connection with such games or practice sessions. Coverage is also provided for authorized and supervised conditioning that directly contributes towards the Insured Person's ability to participate as a player on an intercollegiate team and takes place at the school's athletic facilities or another facility specifically authorized by the school. For guest recruits coverage is provided for participation in Intercollegiate scheduled games and supervised practice sessions which are on campus and for which the guest was invited.

**Aggregate Limit of Liability:** \$5,000,000.00  
• This is the maximum amount for which We are liable for an Insured Person for all benefits under this plan due to any one Accident.

**Covered Accident Deductible:** \$25,000.00  
• Eligible medical expenses payable under any other insurance policy or service contract will be used to satisfy or reduce the Covered Accident Deductible

### Medical, Dental, Rehabilitative and Custodial Care Expense Benefits – Full Excess:

Benefit Percentage	100%
Deductible Establishment Period	24 Months
Maximum Benefit Period	Lifetime
Maximum Benefit Amount	\$5,000,000.00

Maximum for Medically Necessary Hospital Inpatient Services and Supplies	Included in Medical Maximum
Maximum for confinement in an Extended Care Facility per Calendar Year	\$365,000.00
Daily Room and Board Limit	
Private or Semi-Private Room	Average Semi-Private Rate of Hospital in Which Confined
Intensive Care	Reasonable and Customary Charges
Combined Home Health Care and Custodial Care	
Maximum Benefit per Calendar Year	\$100,000.00*
Custodial Care Maximum Benefit per Calendar Year	
subject to the Combined Home Health Care and	
Custodial Care Maximum Benefit per Calendar Year	\$100,000.00*
Home Health Care Maximum Benefit per Calendar Year	
subject to the Combined Home Health Care and	
Custodial Care Maximum Benefit per Calendar Year	\$100,000.00*
<p>*Class 1 Insureds – For a Covered Accident occurring during this School Year the maximum benefit amount per calendar year for Custodial Care, Home Health Care and Combined Home Health Care and Custodial Care Benefits is \$100,000.00 during years 1 – 10 following the date of the Covered Accident. The maximum benefit amount per calendar year increases to \$110,000.00 during years 11 – 20 following the date of the Covered Accident and increases \$10,000.00 for each ten year period thereafter.</p>	
Treatment of Mental or Nervous Disorders	
Doctor Fees –	
Amount per Visit	\$50.00
Visits per Day	1
Number of Visits per Calendar Year	50
Inpatient Hospital	Up To 45 Days
Maximum Chiropractic Benefit	
Maximum Amount per Calendar Year	\$1,000.00
Maximum Visits per Calendar Year	N/A
Maximum Outpatient Physical Therapy Benefit	
Maximum Amount per Calendar Year	\$50,000.00
Maximum Visits per Calendar Year	N/A
Maximum Prosthetic Limitation	
Benefit Amount payable during the first two (2) Years after covered accident	\$100,000.00
Benefit Amount payable for each consecutive ten (10) year period immediately thereafter	\$100,000.00
If amputation of the leg above the knee	\$200,000.00
Lifetime Maximum Benefit Amount	\$500,000.00
If amputation of the leg above the knee	\$750,000.00

**Disability Benefit:****Total Disability Benefit**

First 12 Months	\$1,500.00 per Month
After First 12 Months	\$1,500.00 per Month
Percentage Increase after first 12 Months and each subsequent 12 month period thereafter	4%
Total Disability Maximum Period Payable	Lifetime

**Partial Disability Benefit**

	\$1,000.00 per Month
Percentage Increase after first 12 Months and each subsequent 12 month period thereafter	4%
Average Gross Monthly Earnings Limit for Partial Disability	\$2,500.00 for 6 Months
After-Tax Monthly Compensation	\$500.00
Partial Disability Maximum Period Payable	Lifetime

**Adjustment Expense Benefit:**

Training of Family Member	Must be rendered within 24 months after the Covered Accident
Maximum Expense for Training	\$2,500.00
Travel for Immediate Family Members	Must occur within 24 months after the Covered Accident
Maximum Expense for Travel per Family Member	\$2,000.00
Lost Earnings	
% of Gross Lost Earnings	75%
Maximum Lost Earnings per Week	\$500.00
Maximum Number of Weeks	13 within a 24 month period after the Covered Accident
Maximum Lifetime Benefit	\$40,000.00

**Special Expense Benefit:**

Limit during first 10 Years following the Date of the Covered Accident	\$125,000.00
Limit for each 10 Year Period thereafter	\$50,000.00

**Loss of Life Due to Heart or Circulatory Malfunctions Benefit:**

Loss Establishment Period	90 Days
Maximum Benefit Amount	\$10,000.00

**College Education Benefit:**

Loss Establishment Period	5 Years
Maximum Aggregate Lifetime Benefit	\$60,000.00

**Accidental Death, Dismemberment, Loss of Sight/Speech or Hearing Benefit:**

Principal Sum	\$10,000.00
Loss Establishment Period	365 Days (Not applicable in Pennsylvania)

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## **MEMORANDUM OF COVERAGE**

Insurance benefits are underwritten by Mutual of Omaha Insurance Company (We," "Us" or "Our") under Master Policy SB20CC-P-050558 issued to the National Junior College Athletic Association (NJCAA). This Memorandum of Coverage describes the benefits payable under the policy.

### **PART A. ELIGIBILITY**

We hereby insure members (individually called the "Insured Person") as described in the Plan of Insurance.

### **PART B. COVERED EVENTS**

We agree to pay benefits for loss resulting from Injuries as described in the Plan of Insurance.

### **PART C. DEFINITIONS**

**Academic Class** means the group of Students entering elementary school, high school or college as freshmen and proceeding through the last eligible year of attendance at the elementary school or as sophomores, juniors and seniors until graduation at the end of the fourth year (fifth year if the athlete had a redshirt year) following entry. For a junior college, Academic Class means the group of Students entering college as freshmen and proceeding through as sophomores until graduation at the end of the second year following entry.

**Academic Year** means the period from the beginning of a semester, trimester or quarter nearest September 1, to the beginning of a semester, trimester or quarter nearest the following September 1.

**Aggregate Limit of Liability** means the maximum amount for which We are liable for an Insured Person for all benefits under the policy or certificate due to any one Accident. This limit is shown on the Plan of Insurance.

**Brain Death** means irreversible unconsciousness with total loss of brain function and complete absence of electrical activity of the brain, even though the heart is still beating.

**Coma** means a state of unconsciousness in which the person insured is wholly and totally unresponsive and cannot be aroused.

**Covered Accident**, with respect to all benefits under the policy, except death benefits, means an accident which directly results in bodily Injury (not excluded from coverage by the policy Exclusions and Limitations) to the Insured Person as a result of which the Insured Person incurs a Covered Loss in excess of the Covered Accident Deductible, and which occurs to an Insured Person while the policy is in effect and between the dates shown in the Plan of Insurance and while he or she is participating in a Covered Event or performing directly assigned duties in connection with the Covered Event; and

- which occurs during Covered Travel to and from the location of a Covered Event;
- which occurs during a temporary stay at the location of a Covered Event held away from the location of the Insured Person's Participating School while the Insured Person is engaged in an activity or travel authorized by the Insured Person's Participating School; or
- which occurs by a cardiovascular accident or stroke or other similar traumatic event caused by exertion while participating in a Covered Event.

With respect only to death benefits (not excluded from coverage by the policy Exclusions and Limitations), Covered Accident means an accident which occurs to an Insured Person while the policy is in effect and between the dates shown in the Plan of Insurance and while he or she is participating in a Covered Event or during Covered Travel.

**Covered Accident Deductible** means the amount of Medical Expenses and/or Dental Expenses and/or Rehabilitation Expenses and/or Custodial Care Expenses, as shown in the Plan of Insurance:

- Incurred by the Insured Person as a result of a Covered Accident within the Deductible Establishment Period;
- that qualify as a Covered Loss under the policy or certificate; and

for which no benefits are payable under the policy or certificate.

**Covered Event** means those activities and events specified in the Plan of Insurance.

**Covered Loss** means Reasonable and Customary:

- Medical Expense;
- Dental Expense;
- Rehabilitation Expense;
- Custodial Care Expense;
- Adjustment Expense;
- Special Expense;
- Loss of Life Due to Heart or Circulatory Malfunction Benefit.

An expense will be a Covered Loss under this memorandum after all adjustments (including but not limited to discounts, write-offs and negotiated fees), only to the extent that it is for Medically Necessary services, and not excluded under the Exclusions and Limitations section of the memorandum. Further, for those Insured Persons who have satisfied the Covered Accident Deductible, Covered Loss shall not include any expenses Incurred after the respective Date of Recovery, except for the removal of Internal Fixation mechanical devices inserted as a result of a Covered Accident but not to exceed 5 years from the date of Injury. Covered Loss also means Disability Benefits as described in Part D of this memorandum payable as a result of a Covered Accident.

**Covered Travel** means team or individual travel, for purposes of representing the Participating School, that is to or from the location of a Covered Event and is authorized by the Insured Person's Participating School, provided the travel is paid for or subject to reimbursement by the Participating School. Covered Travel to a Covered Event will commence upon embarkation from an authorized departure point and terminate upon arrival at the location of the Covered Event.

Covered Travel from a Covered Event will commence upon departing from the location of the Covered Event and terminate upon return to the authorized place from which such Covered Travel to the Covered Event began.

**Custodial Care** means Medically Necessary services or treatment which, regardless of where provided:

- could be rendered safely by a person without medical skills; and
- provides a routine level of maintenance care designed mainly to help the patient with daily living activities, including (but not limited to):
  - personal care such as help in walking and getting in and out of bed; help with bathing; help with eating by spoon, tube or gastrostomy; exercising; dressing; enema and using the toilet;
  - homemaking such as preparing meals or special diets;
  - moving the patient;
  - acting as companion or sitter;
  - supervising medication which can usually be self-administered;
  - oral hygiene; and
  - ordinary skin and nail care; or
- in the case of a Totally Disabled Insured Person, cannot be self-administered.

No benefits will be paid for Custodial Care services or treatment which is provided by a member of the Insured Person's Immediate Family or by an individual who resides with the Insured Person, unless specifically agreed to by the Company. Custodial Care does not include Home Health Care services or treatment.

**Custodial Care Expense** means the Reasonable and Customary charges for Medically Necessary Custodial Care services or treatment.



**Disablement** means an Injury sustained in a Covered Accident. All Injuries sustained in any one accident are considered one Disablement.

**Date of Recovery** means:

- for those Insured Persons not Totally Disabled, the earlier of:
  - the date the Insured Person receives medical clearance to participate in a Covered Event; and
  - the date immediately following a period of 24 months during which the Insured Person received no Medically Necessary treatment or service as a result of the Covered Accident for which benefits had been received under the policy; or
- for those Insured Persons who were Totally Disabled, the date such Insured Person no longer qualifies as Totally Disabled as defined herein.

**Deductible Establishment Period** means the time period, beginning with the date of the accident, in which the Covered Accident Deductible must be satisfied. This time period is shown in the Plan of Insurance.

**Dental Expense** means the Reasonable and Customary charges only for the Medically Necessary repair or replacement of sound, natural teeth.

**Doctor** means a duly licensed medical or dental practitioner who provides services or treatment within the scope of his or her license.

**Extended Care Facility** means an institution operating pursuant to applicable state law which is engaged in providing, for a fee, skilled nursing care and related services and physical therapy services under the supervision of a Doctor and registered nurses, to persons convalescing from illness or Injury. It must have facilities for ten (10) or more inpatients and maintain clerical records on all of its patients. To qualify as a Medical Expense under the policy, the Insured Person's confinement in an Extended Care Facility must:

- start within five (5) days after the Insured Person has been continuously confined for at least five (5) days in a Hospital as a result of a Covered Accident;
- be for treatment of the Injuries resulting from such Covered Accident;
- be one during which a Doctor visits the Insured Person at least once every thirty (30) days;
- be certified to be Medically Necessary by the attending Doctor; and
- not be for routine Custodial Care.

**Heart or Circulatory Malfunction** means a disease or illness of the heart or circulatory system which:

- is first diagnosed and treated while the Insured Person's coverage under the policy is in force and occurs in a Covered Event, within 24 hours after participation; and
- the Insured Person has not before such participation been medically advised of/or has received any medical treatment for such Heart or Circulatory Malfunction.

**Home Health Care** means nursing care and treatment, to an Insured Person in his/her home, which is part of an overall extended treatment plan and; a) is required for progressive and positive improvement of the Insured Person's medical condition, or b) is necessary to provide care and treatment that cannot be self administered for a Totally Disabled Insured Person. To qualify for Home Health Care:

- the plan must be established and approved in writing by the attending Doctor, including certification in writing by the attending Doctor that confinement in a Hospital or Extended Care Facility would be required in the absence of Home Health Care; and
- nursing care and treatment must be provided by a Hospital certified to provide Home Health Care services or by a certified Home Health Care agency; and
- Home Health Care services must commence within seven (7) days of discharge from a Hospital or Extended Care Facility or Rehabilitation Facility and be preceded by a Hospital or Extended Care Facility or Rehabilitation Facility confinement of five (5) days or more.

Home physical, speech, and occupational therapies will be covered when initiated in conjunction with discharge placement through a Rehabilitation Facility and approved by the attending Doctor.

No benefits will be paid for Home Health Care services which are provided by a member of the Insured Person's Immediate Family or by an individual who resides with the Insured Person, unless specifically agreed to by the Company. Home Health Care does not include Custodial Care Expense.

**Hospital** means an institution which meets all of the following requirements:

- It is licensed (if required) as a Hospital by applicable licensing authorities;
- It is open at all times;
- It is operated mainly to diagnose and treat illnesses and Injuries on an inpatient basis;
- It has a staff of one (1) or more Doctors on call at all times;
- It has twenty-four (24) hour nursing services by registered nurses;
- It is not mainly a skilled nursing facility, clinic, nursing home, rest home, convalescence home, or like place; and
- it has organized facilities for major surgery or provides for such facilities for its patients through formal written agreement with other Hospitals.

**Immediate Family** means the mother, father, sister, brother, husband, wife, or children of the Insured Person, who are members of the same household as the Insured Person. In their absence, others that may be considered as "Immediate Family" are grandparents, aunts or uncles, who share the same household, or any other person legally recognized as responsible for the care of the Insured Person.

**Incurred** means expenses, after all adjustments (including but not limited to discounts, write-offs, and negotiated fees) for treatment, service, or purchase, which will be deemed Incurred on the date the treatment or service is rendered or the purchase occurs.

**Injury or Injuries** means bodily Injury which results directly from an accident and which is independent from disease, sickness or other bodily functions.

**Insured Person** means:

- a Student attending the Participating School including only those activities performed as part of the sports team or cheer unit and under the direct supervision of the Participating School and directly associated with a Covered Event or any other activities as specified in the Plan of Insurance and participating as:
  - a player on an athletic team in a Covered Event sanctioned and recognized by the Participating School;
  - a Student coach, Student manager, or Student trainer of such a team formally identified as such by the Participating School;
  - a Student cheerleader officially recognized as such by the Participating School (includes dance team members and mascots); or
  - a Student as shown in the Eligibility section in the Plan of Insurance.
- a person as identified by the Participating School, and as approved by Us and endorsed onto the policy.

**Internal Fixation** means a surgical procedure that stabilizes and joins the ends of fractured bones by mechanical devices such as metal plates, pins, rods, wire or screws.

**Intoxication or Intoxicated** means a blood alcohol level which equals or exceeds the legal limit for operating a motor vehicle in the state/jurisdiction where the Covered Accident occurred.

**Loss Establishment Period** means the time period, beginning with the date of the Covered Accident, within which undergraduate study must commence or recommence for College Education Benefits, or within which one of the following must occur:

- accidental death;
- dismemberment;
- loss of sight;
- loss of speech and/or hearing;
- Loss of Life Due to Heart or Circulatory Malfunction Benefit.

This time period is shown in the Plan of Insurance.

**Medical Expense** means the Reasonable and Customary charges:

- of a professional ambulance service for Medically Necessary transportation to and from a Hospital;
- of a Doctor for Medically Necessary care and treatment;
- of a Hospital for Medically Necessary inpatient services, including room and board (not exceeding the semi-private room rate for each day of confinement unless a private room is Medically Necessary);
- for Medically Necessary Hospital inpatient services and supplies, including intensive care services, and daily Hospital charges for personal Hospital services (including television, radio, telephone, barber, and beauty services to a maximum payment as shown in the Plan of Insurance);
- for Medically Necessary out-patient and emergency room care and treatment;
- for confinement in an Extended Care Facility;
- for Home Health Care; and
- for medical or surgical services, prescription drugs, and other medical supplies commonly used for therapeutic or diagnostic services, which are Medically Necessary and prescribed by a Doctor operating within the scope of his or her license.

**Medically Necessary** means recommended by a Doctor and commonly recognized in the Doctor's medical profession as proper care or treatment of the patient's condition. In the case of Hospital or Extended Care Facility confinement, Home Health Care treatment, or Custodial Care, the length of confinement or treatment and the services or supplies furnished by the Hospital or Extended Care Facility, Home Health Care, or Custodial Care plan will be Medically Necessary only if it is reasonably determined by the Company that they are related to the care or treatment of the patient's condition. The care, treatment, services, or supplies must not be experimental in nature. The fact that any particular Doctor may prescribe, order, recommend, or approve a service or supply does not, in and of itself, make the service or supply Medically Necessary.

**Partial Disability** or **Partially Disabled** means the inability as the direct result of Total Disability of an Insured Person who, following a period of Total Disability for which Total Disability Benefits were paid under the policy, is engaged in an occupation, to perform all of the important duties of such occupation, and to earn a Partial Disability Gross Earnings Amount per month, or more, as shown in the Plan of Insurance.

**Partial Hospitalization** means at least three (3) hours of continuous care and treatment in a Hospital, but not more than twelve (12) hours of such care and treatment in any twenty-four (24) hour period.

**Participating School** means an elementary school, high school, college or university as shown in the Plan of Insurance.

**Persistent Vegetative State** means a condition in which the person insured has lost cognitive neurological function and awareness of the environment but retains non-cognitive function and maintains a sleep-wake cycle.

**Pre-certified** or **Pre-certification** means prior approval by Us of Medical Expense Incurred for nonemergency treatment, services or Hospital confinement for an Injury sustained in a Covered Accident.

**Reasonable and Customary** means an expense that is determined by Us not to exceed the amount usually charged by most providers in the same geographic area for similar treatment, service, or purchase, taking into account the nature and severity of the illness or Injury.

The same geographic area means the same city or town in which the treatment, service, or purchase occurs, if the city or town is large enough to obtain a representative charge. In large cities, it may be a section or sections of the city. In smaller urban or rural areas, the geographic area will be expanded as necessary to obtain a representative charge.

**Rehabilitation Expense** means the Reasonable and Customary charges for Medically Necessary physical and occupational rehabilitation provided by licensed medical practitioners or under the supervision of a duly licensed Rehabilitation Facility.

**Rehabilitation Facility** means a legally operating institution or part of an institution which has a transfer agreement with one or more Hospitals and which is primarily engaged in providing comprehensive multi-disciplinary physical rehabilitative services or rehabilitation inpatient care and is duly licensed by the appropriate government agency to provide such services. It does not include institutions which provide only minimal care, Custodial Care, care for the terminally ill, or part-time care services; nor an institution which primarily provides treatment for mental disorders, chemical dependency, or tuberculosis, except if such facility is licensed, certified, or approved as a Rehabilitation Facility for the treatment of medical conditions, drug addictions, or alcoholism in the

jurisdiction where it is located. Such facility is required to be accredited by the Joint Commission on Accreditation of Healthcare Organizations, or the Commission on Accreditation of Rehabilitation Facilities.

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

**Student** means an individual who is actually enrolled and attending school as a full time Student at a Participating School, or recognized as a full time Student by a Participating School.

**Total Disability or Totally Disabled** means:

- for the first 12 months:
  - the inability of the Insured Person, due to a Covered Accident, to engage in substantially the same activities as the Insured Person had engaged in immediately prior to the Covered Accident; and
  - the irrecoverable loss suffered by the Insured Person, due to a Covered Accident, of:
    - speech;
    - hearing of both ears;
    - sight in both eyes;
    - use of both arms;
    - use of both legs;
    - use of one arm and one leg; or
    - severely diminished mental capacity due to brain stem or other neurological Injury such that the Insured Person is unable to perform normal daily functions.
- For any period thereafter, Total Disability or Totally Disabled means:
  - the inability of the Insured Person, due to a Covered Accident, to engage in any gainful occupation or employment for compensation or profit for which he or she is or may become reasonably fitted by education, training, or experience; and
  - the irrecoverable loss suffered by the Insured Person, due to a Covered Accident, of:
    - speech;
    - hearing of both ears;
    - sight in both eyes;
    - use of both arms;
    - use of both legs;
    - use of one arm and one leg; or
    - severely diminished mental capacity due to brain stem or other neurological Injury such that the Insured Person is unable to perform normal daily functions.

**Traumatic Brain Deficit** means an Injury to the brain which:

- occurs, and is diagnosed by a Physician, within 48 hours of a Covered Accident;
- results in measurable, neurological deficit persisting for the lesser of at least 12 continuous months or the time at which maximum recovery has been reached;
- requires permanent daily personal supervision; and
- results in the inability of the Insured Person to perform independently three or more of the following activities of daily living: transferring (moving in or out of a bed or chair), dressing, bathing, feeding, toileting, and continence.

If the Injury results in a period of time during which the Insured Person is in a Coma and/or Persistent Vegetative State, that period of time can contribute toward meeting the time requirement in this definition. However, Traumatic Brain Deficit benefits under the policy or certificate are only payable if the definition has been met and the Insured Person has emerged from the Coma and/or Persistent Vegetative State.

**PART D.****BENEFITS**

Benefits will be paid on an excess basis as provided in Part E "Other Insurance/Excess Nature of Policy" for Covered Loss which is Incurred by the Insured Person after the date the Covered Accident Deductible has been satisfied. The Covered Accident Deductible will be satisfied on the date the Insured Person incurs Covered Loss in the form of Medical Expenses and/or Dental Expenses and/or Rehabilitation Expenses which exceeds the Covered Accident Deductible.

**MEDICAL, DENTAL, REHABILITATIVE AND CUSTODIAL CARE EXPENSE**

We will pay benefits for Medical Expense, Dental Expense, Rehabilitation Expense and Custodial Care Expense Incurred by an Insured Person subject to the Covered Accident Deductible, Benefit Percentage, Maximum Benefit Amount, Maximum Benefit Period, Custodial Care Maximum Benefit per Calendar Year, Home Health Care Maximum Benefit per Calendar Year and Combined Home Health Care and Custodial Care Maximum Benefit per Calendar Year as shown in the Plan of Insurance.

1. Payment for Medical Expense resulting from a Covered Accident for care and treatment of mental and nervous disorders by a Doctor shall not exceed the amount for each visit, number of visits per day nor number of visits as shown in the Plan of Insurance. Covered Medical Expense for Hospital inpatient care or treatment of a mental or nervous disorder whether in a general Hospital or a psychiatric Hospital, will be limited to the number of days of such treatment during each calendar year as specified in the Plan of Insurance. For Partial Hospitalization for care or treatment of a mental or nervous disorder, each two (2) days of Partial Hospitalization will be treated as one (1) day of inpatient Hospitalization for purposes of accumulating the maximum number of days of inpatient treatment per calendar year as specified in the Plan of Insurance.
2. Payment not to exceed the Maximum Chiropractic Benefit specified in the Plan of Insurance shall be made for covered Medical Expense for treatment of subluxation or dislocation of the spine or treatment for the general purpose of correction of nerve interference and its effects, by manual or mechanical means when interference results from or is related to distortion or misalignment of or in the vertebral column. This limit shall not apply when surgical treatment of this condition is rendered while the patient is under general anesthesia.
3. Payment, not to exceed the Maximum Physical Therapy Benefit amounts specified in the Plan of Insurance, shall be made for covered Medical Expense for Physical Therapy including, but not limited to: (a) heat treatment; (b) diathermy; (c) microtherm; (d) ultrasonic; (e) adjustment; (f) manipulation; (g) massage therapy; and (h) acupuncture.
4. Payment for covered Medical Expense for all prosthetic devices/limbs, including adjustments, replacements, refittings and supplies, in combination, shall not exceed \$100,000 during the first 2 years after the Covered Accident.

Payment shall not exceed \$100,000 (\$200,000 if the Covered Accident results in an amputation of the leg above the knee) during each consecutive ten (10) year period immediately thereafter, not to exceed a \$500,000 maximum (\$750,000 maximum if the Covered Accident results in an amputation of the leg above the knee) for the Maximum Benefit Period, subject to all terms and conditions of the Policy including, without limitation, the Date of Recovery definition.

**DISABILITY BENEFITS****Total Disability Benefit:**

If an Insured Person becomes Totally Disabled and has satisfied the Covered Accident Deductible, We will pay Total Disability Benefits for the first 12 months in an amount as shown in the Plan of Insurance. Thereafter, as shown in the Plan of Insurance we will pay a Total Disability Benefit for each subsequent month which will be increased by a percentage, as shown in the Plan of Insurance, after the benefit has been paid for 12 months and after each subsequent 12 month period while the Insured Person remains Totally Disabled. Benefits will begin on the later of:

- the date the Insured Person's Academic Class graduates; or
- the end of the Academic Year in which the Insured Person became Totally Disabled; or
- the date the Covered Accident Deductible is satisfied.

Payment of the Total Disability Benefit will continue for so long as the Insured Person remains so disabled. Total Disability Benefits will not be paid beyond the Maximum Period Payable shown in the Plan of Insurance.

### **Partial Disability Benefit**

If an Insured Person becomes Partially Disabled immediately following a period of Total Disability for which Total Disability Benefits were paid, We will pay the Partial Disability Benefit shown in the Plan of Insurance. The monthly Partial Disability benefit amount will be increased by a percentage shown in the Plan of Insurance after that benefit has been paid for 12 months and after each subsequent 12 month period while the Insured Person remains Partially Disabled.

Partial Disability will end when:

- the Insured Person is no longer Partially Disabled; or
- the Insured Person's average gross monthly earnings exceed the amount shown in the Plan of Insurance for the number of consecutive months shown in the Plan of Insurance.

The Partial Disability Benefit will be reduced by one-half of the after-tax monthly compensation earned by the Insured Person in excess of the amount shown in the Plan of Insurance. Partial Disability Benefits will not be paid beyond the Maximum Period Payable shown in the Plan of Insurance.

### **Resumption of Disability**

If Total Disability Benefits or Partial Disability Benefits cease as provided in the policy and the Insured Person again becomes Totally Disabled or Partially Disabled as a result of the same Covered Accident which caused the earlier period of disability, benefits will resume after the new period of disability has persisted three consecutive months.

### **ADJUSTMENT EXPENSE BENEFITS**

We will pay the Adjustment Expense Incurred on behalf of the Totally Disabled Insured Person after the date the Covered Accident Deductible is satisfied, subject to the maximum benefit shown in the Plan of Insurance.

Adjustment Expenses are the Reasonable and Customary expenses Incurred for:

- the expense for training, up to the maximum as shown in the Plan of Insurance, of a member of the Immediate Family of the Insured Person to perform rehabilitative or custodial functions necessary to the care of the Insured Person; the training must occur during the period of time immediately following the date of the Covered Accident to the Insured Person as shown in the Plan of Insurance;
- the expense, up to the amount shown in the Plan of Insurance, per member, for travel by the Insured Person's Immediate Family members between their home and the Insured Person's place of treatment which:
  - occurs during the time period shown in the Plan of Insurance immediately following the date of the Covered Accident;
  - if by air, is on regularly scheduled commercial flights; and
- lost earnings by the Insured Person's parents, guardians or spouse, due to, and in connection with, a Covered Accident. Loss of earnings by the Insured Person's spouse, or parent/guardian if the Insured Person is not married, will be limited to the percentage of gross lost earnings, as shown in the Plan of Insurance, of the spouse or one parent/guardian only due to the Injury to the Insured Person, not to exceed an amount per week for a maximum number of weeks during the number of consecutive months following the date of the Covered Accident as specified in the Plan of Insurance. Gross earnings will be determined based on the average monthly gross earnings for the 12-month period immediately preceding the date of the Covered Accident.

As provided above, family travel is limited to travel by not more than two members of the Insured Person's Immediate Family at one time. Family travel by personal auto is reimbursed at mileage rates used by the Internal Revenue Service. As provided above, lost earnings will be reimbursed for up to the number of weeks shown in the Plan of Insurance up to the lesser of the amount shown in the Plan of Insurance or the average weekly wage for the year preceding the Covered Accident of one parent/guardian or the spouse of the Insured Person.

### **SPECIAL EXPENSE BENEFIT**

Special Expense Benefits are those Reasonable and Customary expenses Incurred, after the Covered Accident Deductible has been satisfied, by an Insured Person who is Totally Disabled as a result of a Covered Accident for special items approved by the Insured Person's Doctor to accommodate his or her physical disability, such as specialized wheelchair or other types of equipment or computer programs designed for use by someone with the type of physical disability suffered by the Insured Person, the adaptation or modification in design and/or equipment of the Insured Person's owned motor vehicle or such motor vehicle as was customarily at the

disposal of or in the usual possession of the Insured Person, or for adaptation or modification of the Insured Person's housing in design and/or equipment. Such item or modification must be approved by the Doctor as being appropriate and as being Medically Necessary to accommodate the physical disability of the Insured Person as a result of a Covered Accident. Benefits are limited to the amounts shown in the Plan of Insurance.

Payment for the purchase of a motor vehicle will be limited to those expenses reasonably necessary to provide a motor vehicle appropriate to accommodate the Insured Person and will be made only if the Insured Person's then existing motor vehicle cannot be modified to accommodate the Insured Person's physical disability; however, payment for purchase or modifications of a motor vehicle or housing will be limited to only such purchase and modification(s) which are appropriate to accommodate the Insured Person's physical disability as recommended by the Doctor and approved by Us.

### **LOSS OF LIFE DUE TO HEART OR CIRCULATORY MALFUNCTIONS BENEFIT**

If an Insured Person suffers loss of life within the Loss Establishment Period shown in the Plan of Insurance that is the result of Heart or Circulatory Malfunction relative to the first diagnosis, We will pay, the Maximum Benefit Amount shown in the Plan of Insurance.

### **COLLEGE EDUCATION BENEFIT**

The College Education Benefit provides payment for the full cost of attendance for a Totally Disabled Insured Person to complete his or her undergraduate degree:

- at the school or alternate institution such person was attending at the time of the Covered Accident; or
- for other covered persons, at the school or alternate institution such person will be attending;

however, the amount of the College Education benefit payable shall not exceed the lesser of the comparable full cost of attendance or the Maximum Aggregate Lifetime Benefit Amount as shown in Plan of Insurance. The full standard cost of attendance shall be as determined by the financial aid office at the particular school net of any other financial aid received by the Insured Person.

The College Education Benefit for those eligible Insured Persons whose full cost of attendance continues to be funded through his or her athletic scholarship will not commence until the expiration of any athletic or other scholarship provided to the Insured Person by the Participating School. Benefits that are payable will be paid directly to the school as the payment is due.

To qualify for the College Education Benefit, the Totally Disabled Insured Person must commence or recommence undergraduate study within the Loss Establishment Period, after the Covered Accident occurred, as shown in the Plan of Insurance. The College Education Benefit will terminate at the earlier of:

- the date the Insured Person completes the requirements for any undergraduate degree;
- the twentieth (20<sup>th</sup>) anniversary of the date of the commencement or recommencement of undergraduate study; and,
- the date the Maximum Aggregate Lifetime Benefit has been met.

### **ACCIDENTAL DEATH, DISMEMBERMENT OR LOSS OF SIGHT, SPEECH OR HEARING**

We will pay the benefit amount based upon the Principal Sum shown in the Plan of Insurance for Accidental Death or specific loss listed below which:

- (a) results solely from an Injury to the Insured which occurs during a Covered Event, and from no other contributory cause; and
- (b) is sustained within the Loss Establishment Period after the date of the Injury.

If an Insured sustains more than one such Loss as the result of one Accident, we will pay only one amount, the largest to which he is entitled. This amount will not exceed the Principal Sum that applies for the Insured.

#### **Loss**

Loss of life.....	Principal Sum
Loss of both hands.....	Principal Sum
Loss of both feet.....	Principal Sum
Loss of entire sight of both eyes.....	Principal Sum
Loss of one hand and one foot.....	Principal Sum

Loss of one hand and entire sight of one eye.....	Principal Sum
Loss of one foot and entire sight of one eye .....	Principal Sum
Loss of one hand.....	One-Half Principal Sum
Loss of one foot .....	One-Half Principal Sum
Loss of entire sight of one eye.....	One-Half Principal Sum
Loss of thumb and index finger of the same hand .....	One-Fourth Principal Sum
Loss of speech and hearing (both ears).....	Principal Sum
Loss of speech or hearing (both ears) .....	One-Half Principal Sum

Loss of a hand or foot means complete Severance through or above the wrist or ankle joint. Loss of sight means the total, permanent loss of sight of the eye. The loss of sight must be irrecoverable by natural, surgical or artificial 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). Loss of speech or hearing means their total and irrecoverable loss. Loss of hearing that can be corrected by the use of any hearing aid or device shall not be considered an irrecoverable loss.

## **PART E. OTHER INSURANCE/EXCESS NATURE OF POLICY**

Except as provided below, this insurance policy is excess over any other valid and collectible insurance or similar benefit program available to the Insured Person for a Covered Loss under the policy. If an Insured Person receives or is entitled to receive benefits or services from any source described below (herein called Other Insurance) for any benefit category of a Covered Loss for which he or she is entitled under the policy, such benefit under the policy will be in excess of the amount of such Other Insurance.

If an Insured Person is entitled to Other Insurance for a benefit category of a Covered Loss for which he or she has been paid benefits under the policy, the Insured Person will reimburse Us to the extent of such benefits paid under the policy, not to exceed the amount of Other Insurance received.

For purposes of the policy, an Insured Person's entitlement to Other Insurance will be determined as if the policy did not exist and shall not depend upon whether application for Other Insurance is made by or on behalf of the Insured Person.

**Other Insurance** means any reimbursement for or recovery of any element of Covered Loss available from any other source whatsoever, except gifts and donations, but including without limitation:

- any individual, group, blanket, or franchise policy of accident, disability, or health insurance;
- any arrangement of benefits for members of a group, whether insured or uninsured;
- any prepaid service arrangement such as Blue Cross or Blue Shield, individual or group practice plans, or health maintenance organizations;
- any amount payable for Hospital, medical, or other health services for accidental bodily Injury arising out of a motor vehicle accident to the extent such benefits are payable under any Medical Expense payment provision (by whatever terminology used including such benefits mandated by law) of any motor vehicle insurance policy;
- any amount payable for services for Injuries or diseases related to the Insured Person's job to the extent that he or she actually receives benefits under a Workers' Compensation law. If the Insured Person enters into a settlement to give up his or her rights to recover future Medical Expenses under a Workers' Compensation Law, the policy will not pay those Medical Expenses that would have been payable except for that settlement;
- Social Security Disability Benefits;
- any benefits payable under any program provided or sponsored solely or primarily by any federal, state, or local governmental unit or agency or subdivision or through operation of law or regulation, except Medicaid; and
- income received through a trust fund or similar arrangement, whether declared or not.

PROVIDED, however, that if an Insured Person is covered under a policy issued by another insurance carrier which provides substantially similar benefits which are subject to a deductible of \$25,000 or more, any benefits payable under such policy will not be regarded as Other Insurance. Instead the policy, on an excess basis over all Other Insurance, will share payment of Covered Loss with the other policy by contribution based on equal shares. Under this approach, the policy will contribute an amount equal to that contributed by the other catastrophic policy until the loss is paid.



**PART F.****THIRD PARTY RECOVERY RIGHTS**

If the Insured Person has rights to recover all or part of any payment made under the terms of the policy, those rights are transferred to Us. At Our request, the Insured Person must do nothing after the Covered Accident to impair them. At Our request, and at Our expense, the Insured Person will bring legal action or transfer those rights to Us and help Us enforce them.

In addition, We shall be entitled to recover any benefits paid up to the amount of the net recovery of any benefits paid by the policy in the recovery by the Insured Person against any such third person or organization. Net Recovery shall mean the gross recovery against the third party wrongdoer, less attorney's fees and expenses and court costs.

Should any money be recovered by the Insured Person from an alleged third party wrongdoer for the same Covered Accident for which benefits were paid under the policy, the net recovery shall be considered Other Insurance for all purposes of the policy.

We agree We will not seek subrogation against the Participating School.

The provisions of this Part shall not apply to Insured Persons residing in states or attending Participating Schools in states where this Third Party Recovery provision is prohibited by law.

**PART G.****EXCLUSIONS AND LIMITATIONS**

No benefits are payable for:

- Illness or disease or medical or surgical treatment thereof, including diagnosis, except:
  - as may be specifically provided for in the policy;
  - as may result from an Injury sustained in a Covered Accident;
  - a cardiovascular accident, stroke or other similar traumatic event caused by exertion while participating in a Covered Event;
  - the aggravation of a condition such as tendonitis, strains, sprains and other similar conditions caused by exertion while participating in a Covered Event;
- bacterial infection, except infection of and through a wound accidentally sustained;
- suicide or intentionally self-inflicted Injury while sane;
- an act of declared or undeclared war;
- participation in a riot or engagement in or attempt to commit a felony or being engaged in an illegal activity;
- travel or flight in or descent from any aircraft, unless the Insured Person is a passenger for authorized group or team travel on a regularly scheduled flight on a commercial airline; or is a passenger on an aircraft chartered solely for the purpose of travel which has a valid airworthiness certificate from the jurisdiction in which operated and which is being operated by a duly licensed pilot;
- charges which exceed the Reasonable and Customary charges;
- charges Incurred for dental work unless the Insured Person sustains a Disablement which results in damage to his or her natural teeth;
- charges Incurred for television, telephone, water pitcher, and other personal convenience items, or expenses for other persons, except as may be specifically provided for elsewhere;
- charges Incurred for services or supplies not specifically provided for in the policy;
- charges which would not have been made in the absence of insurance or which the Insured Person is not legally obligated to pay;
- charges Incurred for cosmetic procedures, unless made necessary by a Disablement;
- charges Incurred for eyeglasses, contact lenses or hearing aids or for any examination or fitting related to these devices unless made necessary by a Disablement;
- charges Incurred for care, treatment or service, which is not Medically Necessary to the diagnosis or treatment of a Disablement;
- charges Incurred for the professional services of a person who either resides with or is an Immediate Family member;
- charges Incurred for experimental or investigational treatment or procedures;
- charges Incurred for articles of clothing which are intended for use more than once;
- treatment of a Disablement sustained as a result or consequence of being Intoxicated, as specifically defined in the policy, or under the influence of any controlled substance unless administered on the advice of a Doctor;

- the use by the Insured of drugs or narcotics unless used as prescribed by a Doctor for a condition other than drug addiction;
- routine medical examination and related medical services;
- charges which are recoverable from any other insurance policy, service contract, Workers' Compensation or other arrangements of insured or self-insured group coverage;
- elective treatment or surgery, health treatment, or examination where no Injury or Sickness is involved;
- drugs that promote fertility, treat infertility, enable sexual performance or provide sexual enhancement.

**NONDUPLICATION OF BENEFITS.** If any item of expense is payable under more than one provision of the policy, payment will be made only under the provision providing the greater benefit.

## **PART H. AGGREGATE LIMITS OF LIABILITY**

The Aggregate Limit of Liability per Insured Person per Accident is shown in the Plan of Insurance. We will not be liable for any amount over the Aggregate Limit of Liability.

## **PART I. GENERAL PROVISIONS**

**Insurance Benefits:** Benefits for Insured Persons will be determined by the provisions of the policy.

### **Notice of Claim:**

- Written notice of claim must be given to Us or Our authorized representative within sixty (60) days of the date of the Covered Loss. If notice is not given within sixty (60) days, a claim will not be denied or reduced for that reason if notice was given as soon as was reasonably possible.
- When We or Our authorized representative receive notice of claim, forms for filing proof of loss will be furnished to the Insured Person. If these forms are not furnished to the Insured Person within fifteen (15) days from the time notice is received by Us or Our authorized representative, the Insured Person will have met the proof of loss requirements if written proof of loss is submitted within the time required.

### **Proof of Loss:**

- Proof of loss for Hospital confinement must be given to Us or Our authorized representative within ninety (90) days after release from the Hospital.
- Proof of any other Covered Loss or Accidental Death must be given to Us or Our authorized representative not later than ninety (90) days after the Covered Loss or death.
- If proof of any loss is not given within ninety (90) days, the claim will not be denied or reduced for that reason if that proof was given as soon as reasonably possible.
- Proof as required in this Part means proof satisfactory to Us.

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

- We, at Our expense, have the right to have an Insured Person examined, as often as it may reasonably require, whenever his or her loss is the basis of a claim.
- We have the right to require an autopsy of the Insured Person if not prohibited by law.

### **Beneficiary:**

Each Insured Person may designate a beneficiary to whom the death benefit shall be payable and may change the beneficiary designation. Any beneficiary designation or change will not take effect until a written request of such on a form satisfactory to the Us has been signed by the Insured Person and recorded by Us or Our authorized representative.

Whether or not the Insured Person is living, the designation or change of beneficiary, when properly signed and recorded, shall take effect from the date it is signed by the Insured Person. Any payment made by Us prior to the date the beneficiary designation or change is recorded by Us or Our authorized representative shall release Us from any further liability under the policy, to the extent of such payment.

If the designated beneficiary of record does not survive the Insured Person or if the Insured Person fails to designate a beneficiary, payment of death benefits will be made to the Insured Person's estate, or at Our option, to the following:

- the Insured Person's spouse, if living; otherwise

- the Insured Person's then living children, if any; otherwise
- the Insured Person's surviving parent(s); otherwise
- the person legally responsible for the Insured Person; otherwise
- the Insured Person's surviving brothers and/or sisters, equally.

If two or more beneficiaries of record are named, and if the Insured Person does not state their respective interests, such beneficiaries shall share equally. If any of such beneficiaries die before the Insured Person, his or her interest will pass to the surviving beneficiary(s) equally.

**Payment of Claim:** Benefits payable under the policy for loss of life will be paid in accordance with the beneficiary designation and the provisions respecting such payment set out herein and effective at the time of payment. Any other payable benefits which remain unpaid at the time of the Insured Person's death may, at Our option, be paid to the beneficiary or to the Insured Person's estate.

All other benefits will be payable to the Insured Person or the medical services provider if We have received a valid assignment by the Insured Person unless We determine that he or she is unable to receive such payment because he or she is not legally able to give a binding receipt for the payment. In the absence of a written assignment of benefits, all or a portion of these other benefits may be reimbursed to the provider rendering the service. Such payment will be at Our option.

If We determine that the Insured Person is not able to receive such payment, then We may, at Our option, pay the benefits to the Insured Person's estate, beneficiary, spouse, the person legally responsible for the Insured Person, or to a Court of competent jurisdiction. Any payment made under this option will completely discharge Us from further obligation for such payment.

If any indemnity of the policy shall be payable to the estate of the Insured Person, or to a beneficiary who is a minor or otherwise unable to give a valid release, We may pay such indemnity, up to an amount not exceeding \$1,000, to any relative by blood or by marriage of the Insured Person or beneficiary who is deemed by Us, after submission of evidence satisfactory to Us of payment of medical or other expenses Incurred by or on behalf of the Insured Person, to be equitably entitled thereto. Payment in accordance with this paragraph will release Us from all liability hereunder for any amount so paid.

The Death Benefit provided hereunder may not be assigned, transferred, or encumbered, without Our consent, and to the extent permitted by law will be exempt from attachment and otherwise free from the claims of creditors of the Insured Person or beneficiary.

We reserve the right to allocate the Covered Accident Deductible to any Covered Loss and to apportion the benefits to the Insured Person and/or his or her assignees. Such action will be binding on the Insured Person and his or her assignees.

**Time of Payment of Claim:** Benefits will be paid as soon as We receive proper proof of loss unless the policy provides for periodic payment. When the policy provides for periodic payment, the benefits will accrue and will be paid monthly subject to proper proof of loss.

**Choice of Doctor:** The Insured Person is free to be treated by any Doctor he or she chooses.

**Workers' Compensation:** The policy is not a Workers' Compensation policy and is not intended to satisfy any requirements for coverage by Workers' Compensation insurance.

**Time Limit on Certain Defenses:** After two years from the Policy Date, We cannot use misstatements, except fraudulent misstatements, in the Policyholder's application to void coverage. After two years from the date an Insured Person becomes covered under the policy, We cannot use misstatements, except fraudulent misstatements, in his or her application to void coverage or deny a claim for loss that happens after the two-year period.

**Cancellation:** After the policy has been in force for one year, it may be cancelled at any time, by either the Policyholder or Us, with written notice to the other stating the date and hour cancellation becomes effective. We shall give 60 days prior notice to cancellation. Upon cancellation any unearned premium shall be returned.

**Clerical Error:** Clerical error on Our or the Policyholder's part in keeping records or furnishing records shall not void insurance otherwise in force or continue insurance otherwise terminated under the terms of the policy.

**Legal Actions:** No lawsuit may be brought to recover on the policy within sixty (60) days after proof of loss has been given as required by the policy. No lawsuit may be brought after five (5) years from the time written proof of loss is required to be given.

**Statements:** In the absence of fraud, all statements made by the Policyholder or by any Insured Person will be deemed representations and not warranties. No such representations will void the insurance or be used to deny a claim unless a copy of the instrument containing such representation is or has been furnished to the Insured Person.

**Termination of Insurance:** The policy is issued for the term stated in the Plan of Insurance beginning on the effective date of the policy. Insurance with respect to an Insured Person will terminate on the earliest of: (1) the termination of the policy; or (2) the date the Insured Person ceases to be an Insured Person. Such termination will be without prejudice to any claim originating from a Covered Accident.

**Assignment:** The benefits provided under the policy shall not be assigned, transferred, or encumbered without Our consent and, to the extent permitted by law, shall be exempt from attachment and otherwise free from claims of creditors of the Insured Person.

**Entire Contract; Changes:** The entire contract consists of the policy, issued to the Policyholder, and any papers made a part of it, including, if any, riders and the Policyholder's application.

An Insured Person is entitled to examine a copy of the policy during regular office hours at Our place of business.

**Amendment and Alteration of the Contract:**

- The policy may be amended or changed, only by a written agreement between the Policyholder and Us.
- Only an officer of Ours may change, amend, alter, or waive in any manner the provisions of the policy, and then only when in writing and signed by the officer.
- We will not be bound by any promise made by any person other than an officer of Ours.
- We reserve the right to provide payment of other benefits, subject to the Case Management Pre-certification Reduction Amount, not specifically enumerated herein which includes, but is not limited to, professional and other Case Management fees and costs in a non-discriminatory fashion as it deems appropriate. Any such payments shall not reduce any benefit payable hereunder.

**Non-waiver of Policy Provisions:** Our failure to insist on compliance with any provision of the policy at any time under any set of circumstances will not operate with respect to any other time or as to any other occurrence whether or not the circumstances are the same to:

- waive or modify such provision; or
- in any way render it unenforceable.

**Nonparticipating Policy:** The policy is non-participating and does not share in Our profits.

**Effects of Actions of the Policyholder:** In all matters regarding the policy, except with respect to any claim filed under the policy, the Policyholder or its authorized representative acts for the Insured Persons. Each agreement made by Us with the Policyholder or its authorized representative will be binding on all parties. Each notice given by Us will be deemed to have been given to all parties.

**Information Required:** The Policyholder shall furnish to Us, or the Participating School shall furnish, all information which We may reasonably require with regard to matters pertaining to the insurance afforded by the policy. All documents, books, and records which may have a bearing on the insurance or premiums under the policy shall be open for inspection during the term of the policy and during the pendency of any claim hereunder.

**Grace Period:** A grace period of 31 days is granted for each premium due. Coverage will stay in force during this period unless notice has been sent, not less than five days prior to the premium due date, of the intent to terminate coverage under the policy. Otherwise, coverage will end if the premium is not paid by the end of the grace period.

**Underwritten by Mutual of Omaha Insurance Company • Home Office: Omaha, Nebraska**

CLAIMS SUMMARY FOR Joliet Junior College/IL [RiskID 703] - Blanket Coverage

(TP) 3/13/2020 4:16:46PM

Report Parameters: Years 2016/2019

<u>CLAIMANT</u>	<u>D/A</u>	<u>TOTAL BILLS</u>	<u>OTHER INS</u>	<u>ADJ</u>	<u>PAID TO DATE</u>	<u>PENDING</u>	<u>ACTIVITY</u>	<u>BODY PART(S)</u>	<u>CLAIM RCV'D</u>
2016/2017									
1	04/28/2017	\$0.00	?	\$0.00	\$0.00	\$0.00	Baseball	R Elbow	05/17/2017
2	04/12/2017	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	Baseball	R Shoulder	05/17/2017
3	05/07/2017	\$39,902.45	\$5,955.83	\$31,113.91	\$2,135.34	\$697.37	Softball	R Knee	05/23/2017
4	10/12/2016	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	Basketball	L Hamstring	12/14/2016
5	08/31/2016	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	Baseball	L Hand	09/06/2016
6	04/08/2017	\$18,023.85	\$5,293.18	\$12,071.48	\$659.19	\$0.00	Softball	R Shoulder	05/23/2017
7	01/11/2017	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	Baseball	R Knee	05/17/2017
8	02/15/2017	\$2,451.00	?	\$0.00	\$0.00	\$2,451.00	Basketball	Mouth	02/17/2017
9	08/31/2016	\$2,780.00	\$518.29	\$2,261.71	\$0.00	\$0.00	Baseball	R Elbow	11/23/2016
10	08/31/2016	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	Baseball	R Elbow	09/06/2016
11	03/27/2017	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	Baseball	L Wrist	04/06/2017
TOTALS		\$63,157.30	\$11,767.30	\$45,447.10	\$2,794.53	\$3,148.37			
2017/2018									
1	10/02/2017	\$46,653.89	\$6,833.01	\$37,046.08	\$2,774.80	\$0.00	Basketball	BOTH Foot	10/13/2017
2	08/19/2017	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	Soccer	L Elbow	08/30/2017
3	10/17/2017	\$5,186.00	\$1,435.91	\$3,391.25	\$358.84	\$0.00	Soccer	R Leg	11/03/2017
4	09/06/2017	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	Soccer	R Knee	01/16/2018
5	10/01/2017	\$0.00	?	\$0.00	\$0.00	\$0.00	Softball	L Knee	10/13/2017
6	12/09/2017	\$0.00	?	\$0.00	\$0.00	\$0.00	Wrestling	L Knee	01/16/2018
7	10/25/2017	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	Wrestling	L Knee	11/03/2017
8	10/02/2017	\$0.00	?	\$0.00	\$0.00	\$0.00	Wrestling	L Shoulder	10/13/2017
9	10/11/2017	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	Basketball	L Knee	01/16/2018
TOTALS		\$51,839.89	\$8,268.92	\$40,437.33	\$3,133.64	\$0.00			
018/2019									
1	08/22/2018	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	Soccer	R Leg	09/13/2018
2	08/24/2018	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	Soccer	L Leg	09/13/2018
3	03/11/2019	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	Baseball	R Elbow	05/09/2019
4	10/17/2018	\$2,269.00	\$117.76	\$2,151.24	\$0.00	\$0.00	Soccer	L Knee	08/20/2019

CLAIMS SUMMARY FOR Joliet Junior College/IL [RiskID 703] - Blanket Coverage

(TP) 3/13/2020 4:16:55PM

Report Parameters: Years 2016/2019

<u>CLAIMANT</u>	<u>D/A</u>	<u>TOTAL BILLS</u>	<u>OTHER INS</u>	<u>ADJ</u>	<u>PAID TO DATE</u>	<u>PENDING</u>	<u>ACTIVITY</u>	<u>BODY PART(S)</u>	<u>CLAIM RCV'D</u>
5	05/04/2019	\$20,242.52	\$18,704.95	\$277.32	\$1,260.25	\$0.00	Baseball	L Knee	06/14/2019
6	11/14/2018	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	Wrestling	R Ankle	12/05/2018
7	12/01/2018	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	Basketball	L Arm	12/05/2018
8	03/31/2019	\$102,312.99	\$41,364.45	\$57,204.85	\$3,743.69	\$0.00	Baseball	Jaw	05/08/2019
TOTALS		\$124,824.51	\$60,187.16	\$59,633.41	\$5,003.94	\$0.00			

2019/2020

1	02/01/2020	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	Basketball	R Knee	02/20/2020
2	10/12/2019	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	Basketball	L Foot	11/19/2019
3	10/30/2019	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	Wrestling	Head	11/19/2019
4	11/09/2019	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	Wrestling	L Knee	11/19/2019
5	01/15/2020	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	Basketball	R Knee	02/20/2020
6	02/14/2020	\$0.00	?	\$0.00	\$0.00	\$0.00	Softball	R Hip	03/09/2020
7	12/07/2019	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	Wrestling	R Elbow	01/08/2020
8	08/16/2019	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	Soccer	R Ankle	08/20/2019
9	09/14/2019	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	Volleyball	R Ankle	09/27/2019
10	12/14/2019	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	Wrestling	R Clavicle	01/08/2020
11	11/09/2019	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	Wrestling	R Knee	11/19/2019
12	01/22/2020	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	Basketball	Nose	02/20/2020
TOTALS		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			