



**Addendum No. 1**  
Page 1 of 3

**DATE:** April 29, 2015

Joliet Junior College  
1215 Houbolt Road  
Joliet, IL 60431

**TO:** Prospective Respondents  
**SUBJECT:** Addendum No. 1  
**PROJECT NAME:** Intercollegiate Athletic Accident Coverage  
**JJC PROJECT NO.:** R15007

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

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**Requirement Clarification:**

Sealed proposals must be submitted to Joliet Junior College, Janice Reedus, Director of Business & Auxiliary Services, Campus Center Room A3102, 1215 Houbolt Rd., Joliet, IL 60431-8938 by **2:00pm on May 6, 2015.**

**Questions Submitted:**

1. Have there been any plan design changes over the past 4 years? (i.e. change in deductibles, benefits, etc.)  
***In FY2013, coverage no longer included football.***

2. Can you provide a copy of the expiring policy?  
***See appendix A (basic policy) and appendix B (catastrophic policy).***

3. Can you provide the premium history for the past 4 years?

<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>2014</b>	<b>\$60,200</b>	<b>\$5,608</b>
<b>2013</b>	<b>\$84,127</b>	<b>\$4,486</b>
<b>2012</b>	<b>\$113,140</b>	<b>\$11,532</b>

4. Can you provide detailed claim reports for the past 4 years?  
***See appendix C.***
5. Does the school pay below the current deductible? If so, can you provide that loss data?  
***The school does not pay the deductible.***

## **Addendum No. 1**

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6. Is it possible to obtain premium history to so that we can determine the loss ratio the program has been running at?  
*See answer to question #3.*

**End of Addendum #1**



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**TO:** Prospective Respondents  
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**JJC PROJECT NO.:** R15007

Issued by:

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

I acknowledge receipt of Addendum #1

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

**National Guardian Life Insurance Company, Madison, WI 53701****Application for: ACCIDENT INSURANCE****NAME OF APPLICANT:** Joliet Junior College**PROPOSED  
EFFECTIVE DATE:** August 01, 2014**ADDRESS:** Judy Mitchell  
1215 Houbolt Rd  
Joliet, IL 60431**PROPOSED  
TERMINATION DATE:** August 01, 2015**POLICY NUMBER:** 12N-127-H82-S✓ **Check Coverage Selected.****TOTAL PREMIUM:** \$27,782.00

<input checked="" type="checkbox"/> <b>All Sports Accident Coverage</b>  All players will be covered for all sports.  Maximum Benefit Amount: \$15,000.00 Variable Deductible \$10,000.00 Insured Percent: 100% Accidental Death Benefit: \$10,000.00 Dismemberment Schedule: \$10,000.00 <input type="checkbox"/> Football <input checked="" type="checkbox"/> All Other Sports	<input type="checkbox"/> <b>Student Accident Coverage</b>  All students enrolled at the school will be insured. All activities outlined in All Sports Accident Coverage are excluded from Student Accident Coverage.  Maximum Benefit Amount: Insured Percent: % Accidental Death Benefit: \$ Dismemberment Schedule: \$	<input checked="" type="checkbox"/> <b>Other Accident Coverage</b>  All students enrolled will be covered while participating in: Off-Season Conditioning  Maximum Benefit Amount \$15,000.00 Variable Deductible \$10,000.00 Insured Percent: 100% Accidental Death Benefit: \$10,000.00 Dismemberment Schedule: \$10,000.00
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**Optional Coverages:**

Off season physical conditioning. The "official season" for each specific covered sport is the Period within the dates determined by the appropriate athletic/activities association for the practice and play of that sport.

Repetitive motion injuries, strains, hernia, tendinitis, bursitis, spondylolysis, osteochondritis dissecans, and heat exhaustion not related to a specific Injury.

Heart and/or circulatory malfunction resulting from participation in a Covered Activity such as stroke, heat exhaustion (except as specifically stated), heart attack, and brain circulatory malfunctions.

Out of Network Option.

Re-aggravation or reinjury 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, if presented, will certify that the claimant was actually injured while playing, or practicing or attending school as a member of the policyholder.

Dated at Kalamazoo, Michigan, on August 01, 2014

Application made by: \_\_\_\_\_  
Name and Title

Agency: First Agency, Inc.  
By: Bryan C. Cronen

On behalf of: Joliet Junior College

Address: 5071 West H Avenue  
Kalamazoo, MI 49009



A Mutual Company Incorporated in 1909  
Two East Gilman Street • PO Box 1191  
Madison WI 53701-1191 • Phone 800-988-0826

This Policy is issued to the Policyholder by National Guardian Life Insurance Company 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 the Company and Policyholder.

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

**READ YOUR POLICY CAREFULLY.**

A handwritten signature in black ink, appearing to read "Lindsey A. Starn", written over a thin red vertical line.

Secretary

A handwritten signature in black ink, appearing to read "Mark F. Johnson".

President

**ONE YEAR NON-RENEWABLE TERM**

**BLANKET ACCIDENT POLICY**

**NON-PARTICIPATING**

AXXCV100

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AXXTC103

## DEFINITIONS

**Accident:** An unforeseeable event which results in an Injury.

**Ambulance:** A vehicle which is licensed solely as an ambulance by the local regulatory body to provide transportation to a Hospital or transportation from one Hospital to another when the Insured is 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.

**Company:** National Guardian Life Insurance Company. Also hereinafter referred to as We, Us and Our.

**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:** A service or supply listed in this Policy and which is performed or given for the treatment of an Injury.

**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.

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

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

- is primarily and customarily used for medical purposes and is specially equipped with features and functions that are generally not required in the absence of Injury;
- is used exclusively by the Insured;
- is routinely used in a Hospital but can be used effectively in a non-medical facility;
- can be expected to make a meaningful contribution to the Insured's Injury; and
- is prescribed by a Doctor and the device is Medically Necessary for the Insured's rehabilitation.

Durable Medical Equipment does not include:

- comfort and convenience items;
- equipment that can be used by Family Members other than the Insured;
- health exercise equipment; and
- 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: modifications to the Insured's residence, property or automobiles, such as ramps, elevators, spas, air conditioners and vehicle hand controls; or corrective shoes, 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 life or health would be in serious jeopardy; (2) his 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:

- 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;

- 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;
- 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;
- Reliable Evidence shows that the drug, device or medical care or treatment is the subject of ongoing Phase I or Phase II clinical trials, is the research, experimental study or investigational arm of on-going Phase III clinical trials, or 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 or diagnosis; or
- 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 or diagnosis.

Reliable evidence means only: published reports and articles in authoritative medical and scientific literature; written protocol or protocols by the treating facility studying substantially the same drug, device or medical care or treatment; or 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, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, father-in-law, parent (includes stepparent), brother or sister (includes stepbrother or stepsister), or child (includes legally adopted, step or foster child).

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

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

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

Hospital does not include a place, special ward, floor or other accommodation used for: custodial or educational care; rest, the aged; 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 an Insured must seek initial treatment for an Injury. The Initial Treatment Period is shown on the Schedule of Benefits.

**Injury:** Bodily injury due to an Accident which:

- results directly and independently of disease or bodily infirmity;
- occurs after the effective date of an Insured's coverage under this Policy; and
- occurs while this Policy is in force.

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

**Insured:** An Eligible Person who has satisfied all of the following requirements:

- he or she is eligible for coverage under the Policy;
- he or she has been accepted for coverage under the Policy or has been automatically added;
- premium has been paid for him or her; and
- 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 Sickness or 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:

- is Experimental/Investigational or for research purposes;
- is provided solely for education purposes or the convenience of the Insured, the Insured's family, Doctor, Hospital or any other provider;
- 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;
- could have been omitted without adversely affecting the person's condition or the quality of medical care;
- involves the use of a medical device, drug or substance not formally approved by the United States Food and Drug Administration;
- involves a service, supply or drug not considered reasonable and necessary by the Healthcare Financing Administration Medicare Coverage Issues Manual; or
- 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.

**Orthopedic Appliances:** Any supportive device or appliance used in treating an Insured's Sickness or 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:

- 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. 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 or injuries or diseases related to the Insured's job to the extent that he/she actually received benefits under a Worker's Compensation Law or 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;
- 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
- 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 an 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:

- the actual amount charged by the provider;
- 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 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.

**Variable Deductible:** The dollar amount of Covered Charges an Insured must pay before We pay any benefits. Other Valid and collectible Insurance or Plan amounts paid, if any, will be applied toward the satisfaction of the Variable Deductible. The Variable Deductible amount is shown in the Schedule of Benefits.

To satisfy the Variable Deductible as defined above, the Insurance must submit proof of any payment made by any Other Valid and Collectible Insurance or Plan.

AILDF105

## CONDITIONS OF INSURANCE

### ELIGIBILITY

Eligible Persons are eligible to enroll for coverage under this Policy.

### EFFECTIVE DATE

**Policyholder:** This Policy shall be effective on the later of:

- The Effective Date shown on the application; or
- 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. If the Policyholder desires to continue coverage, We will issue a new Policy for a new Policy term, subject to then current underwriting requirements.

**Insured: All Sports Coverage.** Coverage will terminate at the earlier of:

- the date the Policy terminates;
- the date the Insured ceases to be a member of the Policyholder's sports teams;
- the last day of regularly-scheduled sports activity;
- the date the Insured ceases to be an Eligible Person; or
- the end of the period for which any applicable premium has been paid.

**Insured: Other Accident Coverage:** Coverage will terminate at the earlier of:

- the date the Policy terminates;
- the date the Insured ceases to be an Eligible Person; or
- the end of the period for which any applicable premium has been paid.

AXXC1101

## SCOPE OF ACCIDENT COVERAGE

**All Sports Accident Coverage:** 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 the rules and regulations of the appropriate athletic/activities association. This includes related:
  - pre-competition activities;
  - practice sessions;
  - sponsored team travel authorized, organized and supervised by the Policyholder; and
  - off season physical conditioning.
  
- Traveling directly and uninterrupted to or from athletic competitions, except football, in a Designated Vehicle.

**Other Accident Coverage:** If this option is shown on the application, all Insureds will be covered for Injury which is incurred as described in Scope of Coverage on the Schedule of Benefits.

AXXSC104

## **ACCIDENTAL DEATH AND DISMEMBERMENT BENEFIT**

If, within 365 days from the date of an Accident, Injury from such 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. 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 in both ears 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.

Loss due to hemiplegia means the complete loss of one side of the body with involvement of the arm and leg. Loss due to quadriplegia means the complete loss of both the upper and lower extremities of the body with involvement of both arms and both legs.

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

AXXADD400

## ACCIDENT MEDICAL EXPENSE BENEFITS

We will pay benefits, as defined and limited below, for Covered Charges incurred by the Insured due to Injury. A Covered Charge is the Reasonable and Customary charge for a service or supply which is performed or given under the direction of a Doctor for the Medically Necessary treatment of an Injury. A Covered Charge is considered incurred on the date the treatment or service is rendered or the supply is furnished.

Covered Charges are payable only for an Injury:

- For which the first treatment or service is incurred within the Initial Treatment Period; and
- For which 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. Benefit payment is subject to the definitions, limitations, exclusions and other provisions of this Policy.

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

If Other Valid and Collectible Insurance or Plan provides benefits on an excess coverage basis, benefits will be paid first by the company or services plan whose policy or service contract 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. Such Covered Charges will be paid according to the terms of the Policy. Subsequent claims received for the same Injury, which are in excess of the Primary Benefit Amount, will subject the entire claim to the excess provision. Benefit payment is subject to the definitions, limitations, exclusions and other provisions of the Policy.

AXXBP201

## **OUT OF NETWORK OPTION**

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 \$15,000.00.

An Authorized medical Vendor is an in-network medical provider under the Insured's Other Valid and Collectible Insurance or Plan.

AILOT101

## EXCLUSIONS

This Policy does not provide benefits for:

- Treatment, services or supplies which:
  - are not Medically Necessary;
  - are not prescribed by a Doctor as necessary to treat an Injury;
  - are Experimental/Investigational in nature;
  - are received without charge or legal obligation to pay;
  - are received from persons employed or retained by the School or any Family Member, unless otherwise specified; or
  - are not specifically listed as Covered Charges in this Policy.
- Intentionally self-inflicted Injury.
- Injury by acts of war, whether declared or not.
- Injury received while traveling or flying by air, except as a fare-paying passenger on a regularly-scheduled commercial airline.
- Injury covered by Worker's Compensation or the Occupational Disease Law.
- Treatment of illness, disease or infections, except pyogenic infections or bacterial infections, which result from an accidental injury or the accidental, involuntary or unintentional ingestion of contaminated substances.
- 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.
- Injury incurred as the result of the use of alcohol or drugs not prescribed by a Doctor.
- Suicide or attempted suicide while sane; or self-destruction or an attempt to self-destroy while insane.
- Expense incurred for the use of orthotics unless used exclusively to promote healing.
- Any penalty imposed by Other Valid and Collectible Insurance or Plan for failure to follow plan procedures.

AXXEX102

- Injury sustained fighting, except as an innocent victim

AXXEX300



## PREMIUM

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

AXXPP100

## CLAIM PROVISIONS

### **Notice of Claim:**

Written notice of claim must be given to the Company or its 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:**

The company, upon receipt of written notice of claim, will furnish to the claimant such forms as are usually furnished by it 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.

All claims and indemnities payable under this Policy will be paid within 30 days following Our receipt of due proof of loss. If we fail to pay within such period, We will pay interest at the rate of 9 percent per annum from the 30<sup>th</sup> day after receipt of such proof of loss to the date of late payment. Interest amounting to less than one dollar will not be paid.

### **Proof of Loss:**

Written proof of loss for Hospital confinement must be given to the Company or its authorized representative within 60 days after release from the Hospital. Proof of any other covered loss must be given to the company or its authorized representative not later than 90 days after the covered loss. If proof of loss is not given within 60 days, 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 Claim:**

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:**

The Company, at its own expense, shall have the right and opportunity to examine the Insured as it may reasonably require while a claim is pending. The Company, at its own expense, 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 3 years from the time written proof was required to be given.

### **Subrogation:**

We are assigned the right to recover from any negligent third party, or his or her insurer, to the extent of the benefits We paid for that sickness or 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. This provision applies whether or not the third party admits liability.

AILCP101

## GENERAL PROVISIONS

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

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

Failure by Company 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.

Company has full, exclusive and discretionary authority to determine all questions arising in connection with the Policy, including its interpretation.

### **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 Company 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: (a) the Policyholder makes a written request for coverage on a form approved by the Company; and (b) any premium not paid because of the error is paid in full from the effective date of coverage. Company reserves 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 Company for the overpayment.

### **Information and Records:**

The Policyholder shall provide Company 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 an Insured's coverage terminates.

### **Non-Participating:**

The Policy is non-participating. It does not share in the Company's 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.

AXXGP100

## IMPORTANT NOTICE

This notice is to advise you that should any complaints arise regarding your insurance coverage, you may contact the following:

1. NATIONAL GUARDIAN LIFE INSURANCE COMPANY  
Two East Gilman Street – PO Box 1191  
Madison, WI 53701-1191

2. ILLINOIS DEPARTMENT OF INSURANCE  
Consumer Division  
100 West Randolph Street, Suite 15-100  
Chicago, Illinois 60601

or

3. PUBLIC SERVICE SECTION  
320 West Washington Street  
Springfield, Illinois 62767

ILNOTE

**SCHEDULE OF BENEFITS**

**POLICYHOLDER INFORMATION**

<b>Policy Number:</b>	12N-127-H82-S
<b>Policyholder:</b>	Joliet Junior College
<b>Policy Effective Date:</b>	August 01, 2014
<b>Policy Term:</b>	August 01, 2014 to August 01, 2015
<b>Eligible Persons:</b>	Students who are enrolled and attending the Policyholder's School.  "Student" means: An individual who is actually enrolled and attending school at the Policyholder's School.
<b>Scope of Coverage:</b>	All Sports Accident Coverage Other Accident Coverage
<b>Insured's Effective Date:</b>	August 01, 2014

AXXPI100

**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.....	\$2,500.00
Loss of Thumb and Index Finger of the Same Hand.....	\$2,500.00
Loss of the Entire Sight of One Eye.....	\$5,000.00
Loss due to Hemiplegia.....	\$7,500.00
Loss due to Quadriplegia .....	\$7,500.00

Policy Year Aggregate Loss of Life Maximum..... \$0

AXXADDSOB201

**ACCIDENT MEDICAL EXPENSE BENEFITS**

<b>Maximum Benefit Amount, Per Injury</b>	\$15,000.00
<b>Variable Deductible, Per Injury</b>	\$10,000.00
<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

AXXSOB201

## 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 procedure (same incision); 50% for the third procedure (same incision); 50% for the fourth procedure (same incision); 50% for the 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, limited to a maximum of \$15,000.00.
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, limited to a maximum of \$15,000.00.
Treatment of repetitive motion Injuries, strains, hernia, tendinitis, bursitis, spondylolysis, osteochondritis dissecans, and heat exhaustion not related to a specific Injury, limited to a maximum of \$15,000.00.

AXXCCSOB101

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

This notice provides a **brief summary** description 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 insurances 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 \$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.

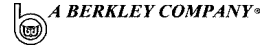
To learn more about the above protection, as well as protections relating to group contracts or retirement plans, please visit the Association's website at [www.ilhiga.org](http://www.ilhiga.org) or contact:

<i>Illinois Life and Health Insurance Guaranty Association 8420 West Bryn Mawr Avenue, Suite 550 Chicago, Illinois 60631-3404 (773) 714-8050</i>	<i>Illinois Department of Insurance 4th Floor 320 West Washington Street Springfield, Illinois 62767 (217) 782-4515</i>
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**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.**



# Berkley Life and Health Insurance Company



Urbandale, Iowa

Underwriting Office:  
2445 Kuser Road, Suite 201  
Hamilton Square, NJ 08690  
(866) 723-4452

## Catastrophic Blanket Accident Policy

**Policyholder:** Joliet Junior College

**Policy Number:** CCN L2A509055 001

**Effective Date:** August 1, 2014

**State of Issue:** Illinois

This Policy is a legal contract between the Policyholder and **Berkley Life and Health Insurance Company** (“the Company”). The Company agrees to provide insurance to the Policyholder, in exchange for the payment of the required premium. Coverage is subject to the terms and conditions described in this Policy.

This Policy and the coverage provided by it become effective at 12:01 a.m. at the address of the Policyholder on the Policy Effective Date shown above. It continues in effect in accordance with the provisions set forth in this Policy.

This Policy is governed by the laws of the state where it was delivered.

Signed for the Company:

President

Secretary

**THIS IS A BLANKET ACCIDENT INSURANCE POLICY.**  
**THE POLICY DOES NOT PAY BENEFITS FOR LOSSES CAUSED BY SICKNESS.**  
**THIS IS A LIMITED POLICY.**  
**PLEASE READ THE POLICY CAREFULLY.**

Berkley Life and Health Insurance Company is a member company of the W.R. Berkley Corporation .

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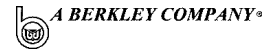
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# Berkley Life and Health Insurance Company



Urbandale, Iowa

Underwriting Office:  
2445 Kuser Road, Suite 201  
Hamilton Square, NJ 08690  
(866) 723-4452

## Schedule of Benefits

**Policyholder:** Joliet Junior College

**Policy Effective Date:** August 1, 2014

**Policy Termination Date:** August 1, 2015

**Policy Number:** CCN L2A509055 001

**Premium Due Date:** August 1, 2014

**Policy Period:** August 1, 2014 at 12:01 a.m. through August 1, 2015 at 12:01 a.m.

### CLASS OF ELIGIBLE PERSONS

**Class 1** - All Student athletes, Student Coaches, Student Managers, Student trainers, and cheerleaders while participating in a regularly scheduled athletic game or competition; or a team practice or conditioning session; or cheerleading at intercollegiate games. Guest/recruits of the policyholder who are participating in activities which are on campus and supervised by the policyholder.

**ANNUAL PREMIUM** \$5,649.00

### AGGREGATE LIMIT OF LIABILITY

Benefit Maximum: None

**AGGREGATE LIMIT OF INDEMNITY** \$5,000,000

### HAZARDS INSURED AGAINST

<u>Class</u>	<u>Description of Hazard</u>
Class 1	Sports Coverage

### COVERED ACTIVITY(IES)

Class 1	intercollegiate sports, cheerleading for intercollegiate sports
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**ACCIDENT MEDICAL, DENTAL, REHABILITATIVE, AND CUSTODIAL CARE EXPENSE BENEFIT**

Total Benefit Maximum for all Accident Medical, Dental, Rehabilitation, and Custodial Care Expense Benefits:	\$5,000,000
Loss Period (first Covered Expenses must be Incurred within):	180 days immediately following the date of the Covered Accident
Maximum Benefit Period:	Lifetime
Covered Accident Deductible: (Eligible medical expenses paid under any other insurance policy or service contract will be used to satisfy or reduce the Covered Accident Deductible)	\$25,000 per Covered Person per Covered Accident
Deductible Establishment Period:	104 weeks immediately following the date of the Covered Accident
Benefit Percentage:	100%
Terms of Payment:	Excess of other insurance
Dental Benefits:	100% of Accident Medical Benefit
Medically Necessary Hospital Inpatient Services and Supplies Maximum Benefit:	Included in Medical Maximum
Confinement in an Extended Care Facility Maximum Benefit per Calendar Year:	Up to \$365,000
Daily Room and Board Limit for Private or Semi-Private Room:	Average semi-private room rate of Hospital in which confined, not to exceed Usual and Customary Charges
Daily Room and Board Limit for Intensive Care: - Long Term Acute Care - Rehabilitation Facility	Usual and Customary Charges
Home Health Care and Custodial Care - Combined Maximum Benefit per Calendar Year:	Up to \$100,000*
Sublimits: - Custodial Care Maximum Benefit per Calendar Year - Home Health Care Maximum Benefit per Calendar Year	Up to \$100,000* Up to \$100,000*
Treatment of Mental or Nervous Disorders Benefit Physician Fees Amount per Visit:	Up to \$50
Maximum Visits per day:	1
Maximum Number of Outpatient Visits per Calendar Year:	Up to 50
Maximum Number of Inpatient Hospital days per Calendar Year:	Up to 45

Chiropractic Maximum Benefit per Calendar Year:	Up to \$1,000
Physical Therapy/Physiotherapy Maximum Outpatient Benefit per Calendar Year:	Up to \$50,000
Maximum Number of Visits per day:	1
Prosthetic Device Maximum Benefit during the first 2 years following the date of the Covered Accident:	Up to \$100,000
Prosthetic Device Maximum Benefit for each consecutive 10-year period immediately following the first 2 years after the date of the Covered Accident:	Up to \$100,000 Up to \$200,000 if leg amputation is above the knee, or if arm amputation is above the elbow
Prosthetic Device Maximum Lifetime Benefit:	Up to \$500,000 Up to \$750,000 if leg amputation is above the knee, or if arm amputation is above the elbow

\* The Maximum Benefit Amount per Calendar Year for Custodial Care, Home Health Care, and Combined Home Health Care and Custodial Care Benefit is \$100,000 during years 1-10 following the date of the Covered Accident.

\*If applicable, depending on the length of the Maximum Benefit Period as shown in the *Schedule of Benefits* of this Policy, the Maximum Benefit Amount per Calendar Year increases to \$110,000 during years 11- 20 following the date of the Covered Accident and increases by \$10,000 per calendar year for each 10-year period thereafter.

## **DISABILITY BENEFIT**

Total Disability Benefit <u>during</u> the first 12 months of the Total Disability:	\$1,500 per month
Total Disability Benefit <u>after</u> the first 12 months of the Total Disability:	\$1,500 per month
Percentage Increase after the first 12 months of the Total Disability Benefit:	4%
Maximum Period Payable:	Lifetime
Partial Disability Benefit:	\$1,000 per month
Percentage Increase after the first 12 months of the Partial Disability Benefit:	4%
Maximum Average Gross Monthly Earnings Amount during Partial Disability:	\$2,500 per month for 6 months
Maximum Period Payable:	Lifetime
Adjustment Expense Benefit:	Must be rendered within the first 24 months after the date of the Covered Accident
<ul style="list-style-type: none"> <li>• Immediate Family Counseling Benefit</li> </ul>	
Maximum Amount per Visit:	Up to \$70
Maximum Number of Visits per Covered Accident:	Up to 20

- Immediate Family Training Maximum Benefit: Up to \$2,500
- Immediate Family Travel Maximum Benefit per Immediate Family Member: Up to \$2,000
- Lost Earnings Benefit (Spouse, Parent/Guardian)
  - Percent of Gross Lost Earnings: 75%
  - Maximum Lost Earnings Benefit per Week: \$500
  - Maximum Number of Weeks: 13 weeks within the first 24 months after the date of the Covered Accident

Special Expense Benefit:

- Maximum Benefit during the first 10 years following the date of the Covered Accident: Up to \$125,000
- Maximum Benefit for each 10-year period thereafter: Up to \$50,000

College Education Benefit

- Loss Establishment Period 5 years
- Maximum Aggregate Lifetime Benefit \$60,000

Accidental Death, Dismemberment, Loss of Sight/Speech & Hearing Benefit

- Principal Sum \$10,000
- Loss Establishment Period 365 Days

Loss of Life Due to Heart & Circulatory Malfunctions Benefit

- Maximum Benefit Amount \$10,000
- Loss Establishment Period 90 Days

### Definitions

The male pronoun includes the female whenever used.

For the purposes of this Policy, the capitalized terms used herein are defined as follows:

**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 at the high school or college 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.

**ACCIDENT** means a sudden, unexpected event that results in Injury to the Covered Person.

**AGGREGATE LIMIT OF INDEMNITY** means the maximum amount for which We are liable for a Covered Person for all benefits combined under the Policy due to any one Covered Accident.

**BENEFIT PERIOD** means the period of time, as stated in the Schedule of Benefits, between the date of the Accident causing the Injury for which benefits are payable and the date after which no further benefits will be paid.

**COMA** means a state of unconsciousness in which the Covered Person is wholly and totally unresponsive and cannot be aroused.

**COVERED ACCIDENT** means an Accident that occurs while coverage is in force for a Covered Person and results in a Covered Loss for which benefits are payable.

**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 *Schedule of Benefits* in the Policy:

- Incurred by a Covered Person as a result of a Covered Accident within the Deductible Establishment Period;
- that qualify as a Covered Loss under the Policy; and
- for which no benefits are payable under the Policy.

**COVERED ACTIVITY(IES)** means those Policyholder or Participating Member Supervised and Sponsored or Sanctioned activities listed in the *Schedule of Benefits* in the Policy.

**COVERED LOSS** means Usual and Customary:

- Medical Expense;
- Dental Expense;
- Rehabilitation Expense;
- Custodial Care Expense;
- Adjustment Expense;
- Special Expense;

Covered Loss also includes:

- Loss of Life Due to Heart or Circulatory Malfunction;
- Accidental Death, Dismemberment as defined under the Policy.

An expense will be a Covered Loss under the Policy 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 Policy. Furthermore, for those Covered Persons who have satisfied the Covered Accident Deductible, Covered Loss shall not include any expenses Incurred after the respective Date of Recovery. Covered Loss also means Disability Benefits as specified in the *Schedule of Benefits* in the Policy which are payable as a result of a Covered Accident.

**COVERED PERSON** means an eligible person who is within the covered class(es) listed in the Policy, who is a U.S citizen residing in the United States, or if not a U.S. citizen, residing in the United States while attending School, and for whom the required premium is paid when due.

**COVERED TRAVEL** means team or individual travel, for purposes of representing the Policyholder or Participating Member, that is to or from the location of a Covered Activity and is authorized by the Policyholder or Participating Member, provided the travel is paid for or subject to reimbursement by the Policyholder or Participating Member. Covered Travel to a Covered Activity will commence upon embarkation from an authorized departure point and terminate upon arrival at the location of the Covered Activity.

**DATE OF RECOVERY** means:

- for those Covered Persons not Totally Disabled, the earlier of:
  - the date the Covered Person receives medical clearance to participate in a Covered Activity; and
  - the date immediately following a period of 24 months during which the Covered 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 Covered Persons who were Totally Disabled, the date such Covered Person no longer qualifies as Totally Disabled as defined under the Policy.

**DEDUCTIBLE ESTABLISHMENT PERIOD** means the time period, beginning with the date of the Covered Accident, in which the Covered Accident Deductible must be satisfied. This time period is shown in the *Schedule of Benefits* under this Policy.

**DENTAL EXPENSE** means the Usual and Customary charges only for the Medically Necessary repair or replacement of sound, natural teeth.

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

**DURABLE MEDICAL EQUIPMENT** means Medical Equipment which:

1. can withstand repeated use;
2. is primarily and customarily used to serve a medical purpose;
3. is generally not used in the absence of an illness or injury;
4. is appropriate for use in the home.

All provision of this definition must be met before an item can be considered Durable Medical Equipment. Durable Medical Equipment includes, but is not limited to: crutches, wheel chairs, hospital beds, etc.

**EXPERIMENTAL OR INVESTIGATIVE SERVICES** means medical treatments, procedures, technology, supplies, or drugs which:

1. have not been approved by the FDA for the particular condition at the time the service, medical treatment, procedure, technology, supply, or drug is provided; or
2. are the subject of ongoing Phase I, II, or III Clinical Trial as defined by the National Institutes of Health, National Cancer Institute, or FDA, except for certain cancer drugs as outlined below; or
3. have documentation published in U.S. peer-reviewed medical literature that states that further research, studies, or clinical trials are necessary to determine the safety, toxicity, or efficacy of the service, medical treatment, procedure, technology, supply, or drug; or
4. the patient has been asked to sign or has signed a release or other document indicating that the treatment is Experimental or Investigative or other term of similar meaning.

In determining any of the above, the Company will rely on recognized medical sources such as, but not limited to, the American Medical Association, including the Council of Technology Assistance Program and the Council on Medical Special Services; the National Institutes of Health; Medicare; the FDA; National Comprehensive Cancer Network, and other accepted medical authorities and sources. In the context of drugs used in the treatment of cancer, the use of a drug will not be considered Experimental and/or Investigative where (1) the drug is not excluded under your Plan; and (2) the drug has been approved by the FDA; and (3) the use of the drug has been recognized as safe and effective for the treatment of the specific type of cancer in the National Comprehensive Cancer Network Drugs & Biologics Compendium, Thomson Micromedex DrugsDex, Thomson Micromedex Drug Points, or Clinical Pharmacology; or (4) the drug is provided in association with a Phase III or IV Clinical Trial for cancer, as approved by the FDA or sanctioned by the National Cancer Institute.

Routine costs will not be considered Experimental and/or Investigational for Covered Persons accepted into an approved Clinical Trial (as defined by Section 2709(d) of the Public Health Services Act). Routine costs are limited to: (1) covered health services for which benefits are typically provided in the absence of a Clinical Trial; (2) covered health services required solely for the provision of the investigational item or service, the clinically



appropriate monitoring of the effects or item of service, or the prevention of complications; and (3) covered health services needed for reasonable and necessary care arising for the provision of an investigative item or service.

Routine costs for a Clinical Trial does not include: (1) the investigative item, device, or service itself; (2) items and services provided solely to satisfy data collection and analysis needs and that are not used in the direct clinical management of the Covered Person; and (3) a service that is clearly inconsistent with widely accepted and established standards of care for a particular diagnosis. As such, these items are considered Experimental or Investigative and are excluded.

**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 Physician 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 Covered Person's confinement in an Extended Care Facility must:

- start within five (5) days after a Covered 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 Physician visits the Covered Person at least once every thirty (30) days;
- be certified to be Medically Necessary by the attending Physician; and
- not be for routine Custodial Care

**FAMILY COUNSELING** means psychiatric/psychological counseling of the Immediate Family members rendered by a certified or licensed psychiatrist or psychologist.

**HEART OR CIRCULATORY MALFUNCTION** means a disease or illness of the heart or circulatory system which:

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

**HOME HEALTH CARE** means nursing care and treatment, to a Covered Person in his/her home, which is part of an overall extended treatment plan and (1) is required for progressive and positive improvement of the Covered Person's medical condition; or (2) is necessary to provide care and treatment that cannot be self-administered for a Totally Disabled Covered Person. To qualify for Home Health Care:

- the plan must be established and approved in writing by the attending Physician, including certification in writing by the attending Physician 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 begin within seven (7) days of discharge from a Hospital, Extended Care Facility, or Rehabilitation Facility and be preceded by a Hospital, 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 Physician.

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

**HOSPITAL** means an institution that:

1. operates as a Hospital pursuant to law for the care, treatment and providing in-patient services for sick or injured persons;
2. provides 24-hour nursing service by registered nurses on duty or call;
3. has a staff of one or more licensed Physicians available at all times;

4. provides organized facilities for diagnosis, treatment and surgery, either
  - a. on its premises; or
  - b. in facilities available to it, on a pre-arranged basis;
5. is not primarily a nursing care facility, rest home, convalescent home, or similar establishment, or any separate ward, wing, or section of a Hospital used as such; and
6. is not a place for drug addicts, alcoholics, or the aged.

We will not deny a claim for services solely because the Hospital lacks major surgical facilities and is primarily of a rehabilitation nature, if such rehabilitation is specifically for the treatment of a physical disability, and the Hospital is accredited by any one of the following:

1. the Joint Commission of Accreditation of Hospitals; or
2. the American Osteopathic Association; or
3. the Commission on the Accreditation of Rehabilitation Facilities.

**HOSPITAL STAY** means a confinement of 24 or more consecutive hours as a registered resident bed-patient in a Hospital.

**IMMEDIATE FAMILY** means a Covered Person's parent, grandparent, spouse, child(ren) (includes legally adopted or step child(ren)), brother, sister, step-child(ren), grandchild(ren), or in-laws.

**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 caused by the direct result of a Covered Accident occurring while the Policy is in force, as to the person whose Injury is the basis of the claim which results, directly and independently of all other causes, in a Covered Loss.

**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 start or restart 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

The Loss Establishment Period is shown in the *Schedule of Benefits* in the Policy.

**MEDICAL EXPENSE** means the Usual and Customary charges:

- of a professional ambulance service for Medically Necessary transportation to and from a Hospital;
- of a Physician for Medically Necessary care and treatment;
- of a Hospital for Medically Necessary inpatient services, including intensive care, ancillary services, supplies, room and board (not exceeding the semi-private room rate for each day of confinement, unless a private room is Medically Necessary) to a maximum benefit as shown in the *Schedule of Benefits* under the policy
- 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 Physician.

**MEDICALLY NECESSARY and APPROPRIATE:** For the purposes of determining benefits under this policy, a Medically Necessary and Appropriate treatment is one that we determine meets all of the following criteria:

- is recommended and provided by a licensed physician, dentist, or other medical practitioner who is practicing within the scope of their license; and
- is generally accepted as the standard of medical practice and care for the diagnosis and treatment of the particular condition; and
- is approved by the FDA, if applicable.

Such treatment, to be considered Medically Necessary, must be clinically appropriate in terms of type, frequency, extent, site, and duration for the diagnosis or treatment of the sickness or injury. The Medically Necessary setting and level of services is that setting and level of service which, considering the Covered Person's medical symptoms and conditions, cannot be provided in a less intensive medical setting. Such services, to be considered Medically Necessary, must be no more costly than alternative interventions, including no intervention and are at least as likely to produce equivalent therapeutic or diagnostic results as to the diagnosis or treatment of the Covered Person's sickness or injury without adversely affecting the Covered Person's medical condition.

Merely because a Physician recommends, approves or orders a treatment and/or service does not in and of itself make it Medically Necessary.

The Company retains the right to determine whether care or treatment is Medically Necessary. Medically Necessary determinations are made regardless of Provider Network agreement terms and conditions.

**MEDICALLY INDUCED COMA** means a Coma deliberately induced by the administration of a controlled dose of an anesthetic.

**PARALYSIS** means the complete loss of the ability to move and feel any limb of one's body.

**PARTIAL DISABILITY OR PARTIALLY DISABLED** means the inability as the direct result of Total Disability of a Covered 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 *Schedule of Benefits* in the Policy.

**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 MEMBER** means an elementary school, middle school, junior high, high school, college, university, or organization as shown in the *Schedule of Benefits* in the Policy.

**PARTICIPATING MEMBER EFFECTIVE DATE** means the date shown in the *Schedule of Benefits* in the Policy or the date on which the elementary school, middle school, junior high, high school, college, university or organization becomes a Participating Member, whichever is later.

**PERSISTENT VEGETATIVE STATE** means a condition in which the Covered Person has lost cognitive neurological function and awareness of the environment, but retains non-cognitive function and maintains a sleep-wake cycle.

**PHYSICAL THERAPY/PHYSIOTHERAPY** means physical manipulation of part of the Covered Person's body including: (a) heat treatment; (b) diathermy; (c) ultrasonic; (d) massage therapy; (e) acupuncture (f) aquatic therapy; and (g) hydrotherapy.

**PHYSICIAN** means a person who is a qualified practitioner of the healing arts, including a dental practitioner. As such, he/she must be acting within the scope of his/her license under the laws in the state in which he/she practices and providing only those medical services which are within the scope of his/her license or certificate. It does not include a Covered Person, a Covered Person's spouse, son, daughter, father, mother, brother, sister or other relative, regardless if it is a relative by blood or not.

**POLICYHOLDER** means an elementary school, middle school, junior high, high school, college, university, or organization as shown in the *Schedule of Benefits* in the Policy.

**REHABILITATION EXPENSE** means the Usual 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 rehabilitation 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.

**SCHOOL** means the Policyholder or Participating Member.

**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 recognized full-time Student of the Policyholder or Participating Member.

**TOTAL DISABILITY OR TOTALLY DISABLED** means:

For the first 12 months:

- the inability of the Covered Person, due to a Covered Accident, to engage in substantially the same activities as the Covered Person had engaged in immediately prior to the Covered Accident; and
- the irrecoverable loss suffered by the Covered 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
  - has suffered a Traumatic Brain Deficit.

For any period thereafter, Total Disability or Totally Disabled means:

- the inability of the Covered 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 Covered 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
  - has suffered a Traumatic Brain Deficit.

**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.

**TRAUMATIC BRAIN DEFICIT** means an Injury to the brain which:

- occurs, and is diagnosed by a Physician, within 48 hours of a Covered Accident; and

- 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; and
- requires permanent daily personal supervision; and
- results in the inability of the Covered 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 Covered 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 are only payable if the definition has been met and the Covered Person has emerged from the Coma and/or Persistent Vegetative State.

**TRAVEL EXPENSES** means expenses for travel by personal auto are reimbursed at mileage rates used by the Internal Revenue Service, and if by air, expenses for the cost of tickets for a regularly scheduled commercial flight.

**USUAL AND CUSTOMARY CHARGES** means the average amount charged by most providers for treatment, service, or supplies in The Same Geographic Area where the treatment, service or supply is provided. Additionally, a charge must be reasonable for the services or treatment being provided and the service(s) and/or fee(s) must be in compliance with generally accepted billing practices for unbundling or multiple procedures.

**WE, OUR, US** means Berkley Life and Health Insurance Company, the company underwriting this insurance.

**YOU, YOUR, YOURS, HE or SHE** means the Covered Person who meets the eligibility requirements of the Policy and whose insurance under the Policy is in force.

### Eligibility for Insurance

If the Covered Person is in one of the Classes of Eligible Persons as shown on the *Schedule of Benefits* in the Policy, he/she is eligible to be covered on the Policy Effective Date. We retain the right to investigate eligibility status and attendance records to verify that eligibility requirements are met. If We discover the eligibility requirements are not met, Our only obligation is to refund any premium paid for that person.

### Effective Date of Insurance

#### Policy Effective Date

This Policy begins on the Policy Effective Date as shown in the *Schedule of Benefits* under the Policy at 12:01 a.m. at the address of the Policyholder.

#### Covered Person's Effective Date

A Covered Person's coverage under this Policy begins on the later of:

1. the Policy Effective Date;
2. Effective Date of Participation;
3. the date such person becomes eligible, subject to any required waiting period, as described in the *Schedule of Benefits* under the Policy.

### Termination Date of Insurance

#### Policy Termination Date

Termination takes effect at 12:01 a.m. at the address of the Policyholder on the date of termination. Termination by the Policyholder or by the Company will be without prejudice to any claims originating prior to the date of termination.

This Policy terminates automatically on the earlier of:

1. the Policy Termination Date shown in this Policy; or
2. the premium due date if premiums are not paid when due subject to any grace period.

Failure by the Policyholder to pay all required premiums due by the last day of the grace period shall be deemed notice by the Policyholder to the Company to terminate this Policy on the last day of the period for which premiums have been paid.

This Policy may be terminated by the Policyholder or the Company as of any premium due date by giving written notice to the other at least 31 days prior to such date.

The Policyholder and the Company may terminate this Policy at any time by written mutual consent.

If premiums have been paid beyond the termination date, the Company will refund the excess; or if premiums have been paid short of the termination date, the Policyholder will owe the Company the difference.

### **Covered Person's Termination Date**

A Covered Person's coverage under this Policy ends on the earliest of:

1. the date this Policy terminates;
2. the Participating Member Termination Date;
3. the date the Covered Person enters full-time active duty in the armed forces of any country or international authority;
4. the date the Covered Person ceases to be eligible as described in the Policy, provided all required premiums are paid; or
5. the last day of the period for which premiums have been paid.

## **Premiums**

The Company provides insurance in return for premium payments. The premium as shown in the *Schedule of Benefits* under this Policy is payable to the Company in the manner described, and is based on: rates currently in force, the *Schedule of Benefits* in the Policy, and the amount of insurance in force. Premium is due on the Premium Due Date as shown in the *Schedule of Benefits* in the Policy.

The Company has the right to rely upon the accuracy of the Policyholder's calculations and to require the Policyholder to furnish a census from time to time, but not more than twice in a 12-month period. If, at any time, it is determined that additional premium or a premium credit is due, the Policyholder will pay the additional premium or apply the premium credit at the next Premium Due Date.

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

### **Changes in Premium Rate**

The Company may change the premium rates from time to time with at least 31 days advanced written or authorized electronic notice. No change in rates will be made until 12 months after the Policy Effective Date. An increase in rates will not be made more than once in a 12-month period. However, the Company reserves the right to change rates at any time if any of the following events occur:

1. a change in the terms of the Policy
2. a subsidiary, division, affiliated organization or eligible class is added or deleted to the Policy
3. a change in any federal or state law or regulation affecting this Policy and Our benefit obligation
4. a change in the factors bearing on the risk assumed
5. a misrepresentation in the information relied on in establishing the rate for this Policy

If an increase or decrease in rates takes place on a date that is not a Premium Due Date, a prorated adjustment will apply from the date of the change to the next Premium Due Date.

### **Grace Period**

After the payment of the first premium, this Policy will have a 31-day grace period. This means that if premium is not paid on or before the date it is due, it may be paid during the 31-day grace period. During this time, this

Policy will stay in force, provided the Policyholder pays all the premiums due by the last day of the grace period. This Policy will terminate on the last day of the period for which all premiums have been paid if the Policyholder fails to pay all premiums due by the last day of the grace period.

### Hazards Insured Against

We will pay benefits described in this Policy when a Covered Person suffers a Covered Loss as a result of a Covered Accident during one of the Covered Activities. Unless otherwise specified, We pay benefits only once for any one Covered Accident, even if it is covered by more than one Hazard.

#### SPORTS COVERAGE

We will pay for the Covered Loss described in the Policy for a Covered Accident which occurs while a Covered Person, for whom the applicable premium is paid, is taking part in a Covered Activity(ies) during:

- a regularly scheduled athletic game or competition; or
- a team practice or conditioning session; or
- cheerleading at intercollegiate games; or
- Covered Travel.

Covered Travel includes the time:

1. to or from a scheduled game, competition, team practice, or conditioning session;
2. before required attendance time;
3. after the Covered Person is dismissed; and
4. after the Covered Person completes extra duties assigned by the Policyholder

### Description of Benefits

All benefits payable are shown in the *Schedule of Benefits* under the Policy.

#### ACCIDENTAL DEATH, DISMEMBERMENT, LOSS OF SIGHT/SPEECH, OR HEARING BENEFIT

If Injury to the Covered Person results in any of the Covered Losses shown below, within the Loss Establishment Period as shown in *Schedule of Benefits* in the Policy, the Company will pay the percentage of the Principal Sum shown below for that loss. The Principal Sum is shown in the *Schedule of Benefits* in the Policy. If multiple losses occur, only one Benefit, the largest, will be paid for all Covered Losses due to the same Covered Accident.

#### Schedule of Covered Losses

<u>Loss</u>	<u>Percentage of Principal Sum Benefit</u>
Life.....	100%
Two or more members.....	100%
One member.....	50%
Thumb and index finger of the same hand.....	25%
Four fingers of the same hand.....	25%

“Member” means loss of hand or foot, loss of arm or leg, loss of sight, loss of speech, or loss of hearing.

“Loss of hand or foot” means complete severance through or above the wrist or ankle joint. “Loss of arm or leg” means complete severance through or above the elbow or knee joint.

“Loss of sight” means total and permanent loss of sight of one/both eyes that is irrecoverable, including by surgical and artificial means. “Loss of speech” means total and permanent loss of audible communication that is irrecoverable by natural, surgical or artificial means. “Loss of hearing” means permanent total deafness in both ears such that it cannot be corrected by any aid or device. “Loss of thumb and index finger of the same hand” and “Loss

of four fingers of the same hand” means complete severance of each through or above the metacarpophalangeal joint of both digits of the same hand.

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

If more than one Loss is sustained by a Covered Person as a result of the same Covered Accident, only one amount, the largest, will be paid.

### **Aggregate Limit of Liability**

The maximum amount the Company will pay for all Covered Losses resulting from the same Accident will not exceed the Aggregate Limit of Liability as described in the *Schedule of Benefits* under the Policy.

If the total amount payable for all Covered Losses in any one Covered Accident exceeds the Aggregate Limit of Liability, each Covered Person’s Covered Loss will be paid at the same ratio that the Aggregate Limit of Liability has to the total amount of all Covered Losses. The Company shall not be liable for amounts in excess of the Aggregate Limit of Liability.

### **ACCIDENT MEDICAL, DENTAL, REHABILITATION, AND CUSTODIAL CARE EXPENSE BENEFIT**

We will pay benefits for Medical Expense, Dental Expense, Rehabilitation Expense, and Custodial Care Expense Incurred by a Covered 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 *Schedule of Benefits* under the Policy.

1. Payment for Medical Expense resulting from a Covered Accident for care and treatment of mental and nervous disorders by a Physician shall not exceed the amount for each visit, number of visits per day nor number of visits as specified in the *Schedule of Benefits* under the Policy. 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 *Schedule of Benefits* under the Policy. 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 *Schedule of Benefits* under the Policy.
2. Payment not to exceed the Chiropractic Maximum Benefit as shown in the *Schedule of Benefits* under the Policy 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 Physical Therapy/Physiotherapy Maximum Benefit as shown in the *Schedule of Benefits* under the Policy, shall be made for covered Medical Expense for Physical Therapy/Physiotherapy including: (a) physical manipulation of the body; (b) heat treatment; (c) diathermy; (d) ultrasonic; (e) massage therapy; (f) acupuncture; (g) aquatic therapy and (h) hydrotherapy.
4. Payment for covered Medical Expense for all prosthetic devices/limbs, including adjustments, replacements, refittings, and supplies, as specified in the *Schedule of Benefits* under the Policy.

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

No benefits will be paid for any Medical Expenses Incurred that are in excess of Usual and Customary Charges.



Medical Expenses, from a Covered Accident, include:

1. Hospital room and board expenses: the daily room rate during a Covered Person's Hospital Stay and general nursing care is provided and charged for by the Hospital. In computing the number of days payable under this benefit, the date of admission will be counted, but not the date of discharge.
2. Ancillary Hospital expenses: services and supplies including operating room, laboratory tests, anesthesia, and medicines (excluding take-home drugs) during a Hospital Stay.
3. Daily intensive care unit/cardiac care unit expenses: the daily room rate during a Covered Person's Hospital Stay in a bed in the intensive care unit/cardiac care unit and nursing services other than private duty nursing services.
4. Medical emergency care (room and supplies) expenses incurred within 72 hours of a Covered Accident and including the attending physician's charges, x-rays, laboratory procedures, use of the emergency room, and supplies.
5. Outpatient surgery expenses, including ambulatory surgical center.
6. Outpatient surgical room and supply expenses for use of the surgical facility.
7. Outpatient diagnostic x-rays, laboratory procedures, and test expenses.
8. Physician non-surgical treatment/examination expenses (excluding medicines) including the Physician's initial visit, each necessary follow-up visit, and consultation visits when referred by the attending Physician.
9. Second surgical opinion expenses.
10. Physician surgical expenses. If an Injury requires multiple surgical procedures, we will pay 100% of the available benefit for the largest of the procedures performed, 50% of the available benefit for the second procedure, and 25% of the available benefit for any additional eligible procedures.
11. Assistant surgeon expenses.
12. Anesthesiologist expenses for pre-operative screening and administration of anesthesia during a surgical procedure, whether on an inpatient- or outpatient-basis.
13. Outpatient laboratory test expenses.
14. Physical Therapy/Physiotherapy expenses as described under the Policy.
15. Post-surgical medical expenses and office visits connected with such treatment when prescribed by a Physician.
16. Diagnostic imaging expenses, including magnetic resonance imaging (MRI) and CAT scans.
17. Dental expenses, including dental x-rays for the repair or treatment of each injured tooth that is whole sound and a natural tooth at the time of the Covered Accident.
18. Outpatient registered nurse services, if ordered by a Physician.
19. Ambulance expenses for transportation to and from the Covered Accident site to the Hospital.
20. Durable Medical Equipment prescribed by a Physician must be primarily and customarily used for Rehabilitation braces or appliances prescribed by a Physician. It must be Durable Medical Equipment that is primarily and customarily used to serve a medical purpose and can withstand repeated use and generally is not useful to a person in the absence of Injury. No benefits will be paid for rental charges in excess of the purchase price.
21. Prescription drug expenses prescribed by a Physician and administered on an outpatient basis.
22. Medical equipment rental expenses for a wheelchair or other medical equipment that has therapeutic value for the Covered Person. We will not cover computers, motor vehicles or modifications to a motor vehicle, ramps, and installation costs.
23. Medical services and supplies for blood and blood transfusions; oxygen and its administration.
24. Medical service and supplies for artificial eyes and larynx for initial acquisition and fitting. Artificial limbs are covered as a prosthetic device under a separate benefit, as described in the Policy and specified in the ***Schedule of Benefits*** of the Policy. We will not pay for repair or replacement of artificial eyes or larynx.

25. Heart and circulatory conditions relative to the first diagnosis: includes, but is not limited to, expenses for treatment of heat exhaustion, heart attack, stroke, and burst aneurysm, if the condition occurs during a Covered Accident.

### **Terms of Payment for Accident Medical, Dental, Rehabilitation and Custodial Care Expense Benefit**

If a Covered Person incurs a Medical Expense, We will pay the applicable benefit, subject to any applicable Covered Accident Deductible, Benefit Percentage, Benefit Maximum, and Maximum Benefit Period, as shown in the *Schedule of Benefits* in the Policy that are in excess of expenses payable by Other Insurance, regardless of any coordination of benefits provision contained in Other Insurance. The first expense must be incurred within the Loss Period stated on the *Schedule of Benefits* in the Policy. The Total Benefit Maximum payable and sub-limits under the Policy are as shown in the *Schedule of Benefits* in the Policy.

### **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 a Covered Person for a Covered Loss under the Policy. If a Covered 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 a Covered 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 Covered 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, a Covered 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 a Covered 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 a Covered Person's job to the extent that he or she actually receives benefits under a Workers' Compensation law. If a Covered 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 a Covered Person is covered under an excess of other insurance 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, this 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 excess of other insurance policy until the loss is paid.

Failure by a Covered Person to follow the terms and conditions and/or failure to utilize the network providers and facilities of his/her primary coverage will result in a benefit reduction of Covered Expense to 50% of the amount otherwise payable under the Policy. This limitation will not apply to emergency treatment required within 24 hours after an Accident when the Accident occurs outside the geographic area served by his/her primary plan's HMO, PPO, or other similar arrangement for provision of benefits or services, if applicable.

## **DISABILITY BENEFITS**

### **Total Disability Benefit**

If a Covered Person becomes Totally Disabled and has satisfied the Covered Accident Deductible, We will pay Total Disability Benefits as shown in the *Schedule of Benefits* under the Policy. Benefits will begin on the later of:

- the date the Covered Person's Academic Class graduates; or
- the end of the Academic Year in which the Covered 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 Covered Person remains so disabled. Total Disability Benefits will not be paid beyond the Maximum Period Payable as shown in the *Schedule of Benefits* in the Policy.

### **Partial Disability Benefit**

If a Covered 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 *Schedule of Benefits* under the Policy.

Partial Disability will end when:

- the Covered Person is no longer Partially Disabled; or
- the Covered Person's Maximum Average Gross Monthly Earnings Amount exceeds the amount shown in the *Schedule of Benefits* of the Policy for the number of consecutive months shown in the *Schedule of Benefits* of the Policy.

The Partial Disability Benefit will be reduced by one-half of the after-tax monthly compensation earned by the Covered Person during their Partial Disability that is in excess of the Maximum Average Gross Monthly Earnings Amount shown in the *Schedule of Benefits* of the Policy. Partial Disability Benefits will not be paid beyond the Maximum Period Payable as shown in the *Schedule of Benefits* of the Policy.

### **Resumption of Disability**

If Total Disability Benefits or Partial Disability Benefits cease as provided in the Policy and the Covered 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 BENEFIT**

We will pay the Adjustment Expense Incurred on behalf of the Totally Disabled Covered Person after the date the Covered Accident Deductible is satisfied, subject to the maximum benefit as shown in the *Schedule of Benefits* in the Policy.

Adjustment Expenses are the Usual and Customary expenses Incurred for:

- Medically Necessary Family Counseling for the Immediate Family of the Covered Person. Family Counseling will be limited to the number of visits and amount per visit as shown in the *Schedule of Benefits* in the Policy. Such counseling must be rendered during the period of time immediately following the date of the Covered Accident to the Covered Person as shown in the *Schedule of Benefits* in the Policy;
- the expense for training, up to the maximum as shown in the *Schedule of Benefits* in the Policy, of a member of the Immediate Family of the Covered Person to perform rehabilitation or Custodial Care functions necessary to the care of the Covered Person; the training must occur during the period of time immediately following the date of the Covered Accident to the Covered Person as shown in the *Schedule of Benefits* in the Policy;
- the expense, up to the amount shown in the *Schedule of Benefits* in the Policy, per Immediate Family member, for travel by the Covered Person's Immediate Family members between their home and the Covered Person's place of treatment which:
  - occurs during the time period as shown in the *Schedule of Benefits* under the Policy immediately following the date of the Covered Accident;
  - if by air, is on a regularly scheduled commercial flight;
  - lost earnings by the Covered Person's parents, guardians or spouse, due to, and in connection with, a Covered Accident. Loss of earnings by the Covered Person's spouse, or parent/guardian, if the Covered Person is not married, will be limited to the percentage of gross lost earnings, as shown in the *Schedule of Benefits* under the Policy, of the spouse or one parent/guardian only due to the Injury to the Covered 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 *Schedule of Benefits* under the Policy. 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 (2) members of the Covered 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 as shown in the *Schedule of Benefits* under the Policy, up to the lesser of the amount shown in the *Schedule of Benefits* under the Policy or the average weekly wage for the year preceding the Covered Accident of one parent/guardian or the spouse of the Covered Person.

### **SPECIAL EXPENSE BENEFIT**

Special Expense Benefits are those Usual and Customary expenses Incurred, after the Covered Accident Deductible has been satisfied, by a Covered Person who is Totally Disabled as a result of a Covered Accident for special items approved by the Covered Person's Physician to accommodate his/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 Covered Person, the adaptation or modification in design and/or equipment of the Covered Person's owned motor vehicle or such motor vehicle as was customarily at the disposal of or in the usual possession of the Covered Person, or for adaptation or modification of the Covered Person's housing in design and/or equipment. Such item or modification must be approved by the Physician as being appropriate and as being Medically Necessary to accommodate the physical disability of the Covered Person as a result of a Covered Accident. Benefits are limited to the amount as shown in the *Schedule of Benefits* under the Policy.

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 Covered Person and will be made only if the Covered Person's then-existing motor vehicle cannot be modified to accommodate the Covered 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 Covered Person's physical disability, as recommended by the Physician and approved by Us.

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

If a Covered Person suffers loss of life within the Loss Establishment Period, as shown in the *Schedule of Benefits* under the Policy, that is the result of Heart or Circulatory Malfunction relative to the first diagnosis, we will pay the Benefit Amount as shown in the *Schedule of Benefits* under the Policy.

### **COLLEGE EDUCATION EXPENSE BENEFIT**

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

- at the school or alternate institution such Covered Person was attending at the time of the Covered Accident; or
- for other Totally Disabled Covered Person's, at the school or alternate institution such Covered Person will be attending;

However, the amount of the College Education Expense Benefit payable shall not exceed the lesser of the full standard cost of attendance at the school or alternate institution or the Maximum Aggregate Lifetime Benefit Amount as shown in the *Schedule of Benefits* under the Policy. The full standard cost of attendance shall be as determined by the financial aid office at the particular school or alternate institution, net of any other financial aid received by the Covered Person.

The College Education Expense benefit for those eligible Covered 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 Covered Person by the Policyholder or Participating Member. Benefits that are payable will be paid directly to the school as the payment is due.

To qualify for the College Education Expense Benefit, the Totally Disabled Covered Person must start or restart undergraduate study within the Loss Establishment Period, after the Covered Accident occurred, as shown in the *Schedule of Benefits* under the Policy. The College Education Benefit will terminate at the earlier of:

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

### **Exclusions**

The Policy does not cover any loss resulting in whole or part from, any of the following, unless otherwise covered under the *Schedule of Benefits* under the Policy:

1. Suicide, self-destruction, attempted self-destruction, or intentional self-inflicted Injury while sane or insane;
2. War or any act of war, declared or undeclared;
3. Sickness, disease, or any bacterial infection, except one that results from an accidental cut, wound, or pyogenic infections that result from accidental ingestion of contaminated substances;
4. Violation, in violation, or attempt to violate any duly-enacted law or regulation, or commission or attempt to commit an assault or felony, or that occurs while engaged in an illegal occupation;
5. Covered Expenses for which the Covered Person would not be responsible, in the absence of this Policy;
6. Injuries paid under Workers' Compensation, Employer's liability laws, or similar occupational benefits or while engaging in activity for monetary gain from sources other than the Policyholder;
7. Injury caused by, contributed to or resulting from the Covered Person's use of alcohol, illegal drugs, or medicines that are not taken in the dosage or for the purpose as prescribed by the Covered Person's Physician;
8. Services or treatment rendered by a Physician, nurse, or any other person who is employed or retained by the Policyholder; or an Immediate Family member of the Covered Person;
9. Any treatment, service, or supply not specifically covered by this Policy;
10. Travel or flight in or on any vehicle for aerial navigation, including boarding or alighting from:
  - while riding as a passenger in any aircraft not intended or licensed for the transportation of passengers; or
  - while being used for any test or experimental purpose; or

- while piloting, operating, learning to operate, or serving as a member of the crew;
- 11. Charges which exceed the Usual and Customary charges;
- 12. Charges Incurred for dental work unless the Insured Person sustains a Disablement which results in damage to his or her natural teeth;
- 13. 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 in the Policy;
- 14. Charges which would not have been made in the absence of insurance or which the Insured Person is not legally obligated to pay;
- 15. Charges Incurred for cosmetic procedures, unless made necessary by a Disablement;
- 16. 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;
- 17. Charges Incurred for care, treatment, or service, which is not Medically Necessary to the diagnosis or treatment of a Disablement;
- 18. Charges Incurred for Experimental or Investigative Services or procedures;
- 19. Charges Incurred for articles of clothing which are intended for use more than once;
- 20. The use by the Insured of drugs or narcotics unless used as prescribed by a Physician for a condition other than drug addiction;
- 21. Routine medical examination and related medical services;  
Practicing for, or participating in, any cheerleading competition, tournament, or contest.

## **Claim Provisions**

### **NOTICE OF CLAIM**

Written notice of death or Injury must be given to the Company within 60 days after a Covered Loss begins or as soon as reasonably possible. Notice can be given to the Company at Cambridge Administrators, LLC 1822 North 169<sup>th</sup> Plaza, Omaha, Nebraska 68118, attn: Claims Department. Notice should include the Covered Person's name and address, as well as this Policy Number, and Participating Member Account Number, if applicable. If written notice is not received within 60 days, the claim may be reduced or invalidated. However, the claim will not be reduced or invalidated if:

- it can be shown that it was not possible within reason to submit notice within 60 days; and
- it is further shown that notice was given as soon as possible.

### **PROOF OF LOSS**

Written proof of loss must be given to the Company within 90 days after the date of loss. If the proof of loss is not submitted within 90 days, the claim may be reduced or invalidated. However, the claim will not be reduced or invalidated if:

- it can be shown that it was not possible within reason to submit notice within 90 days; and
- it is further shown that notice was given as soon as possible, and in no event, except in the absence of legal capacity, later than one year from the time proof is otherwise required.

### **TIME OF PAYMENT OF CLAIMS**

Benefits for loss covered by this Policy, other than benefits that require periodic payment, will be paid within a reasonable period of time after the Company receives proper written proof of such loss. Benefits for loss covered by this Policy that require periodic payment shall be paid monthly, provided that the Company receives proper written proof of such loss.

### **PAYMENT OF CLAIMS**

All benefits will be paid in United States currency. Loss of life benefits will be paid to the beneficiary as described in the Designation or Change of Beneficiary provision under *General Policy Provisions* of this Policy. To receive proceeds, a beneficiary must be living on the earlier of the following dates:

- the date the Company receives proof of the loss of life; or

- the 10<sup>th</sup> day after the death.

All other benefits will be paid to the Covered Person suffering the loss. If the Covered Person dies before all payments due have been made, the amount still payable will be paid to his/her beneficiary as described in the Designation and Change of Beneficiary provision under *General Policy Provisions* of this Policy.

### **PHYSICAL EXAMINATIONS AND AUTOPSY**

We have the right to have a Physician of Our choice examine the Covered Person as often as is reasonably necessary. This section applies when a claim is pending or while benefits are being paid. We also have the right to request an autopsy in the case of death, unless the law forbids it. We will pay the cost of the examination or autopsy.

### **RECOVERY OF OVERPAYMENT**

If benefits are overpaid, or paid in error, We have the right to recover the amount overpaid or paid in error by any of the following methods:

- a request for lump sum payment of the amount overpaid or paid in error; or
- reduction of any proceeds payable under this Policy by the amount overpaid or paid in error.

### **RIGHT OF RECOVERY**

A Covered Person may incur charges due to an Injury for which benefits are paid by this Policy. The Injury may be caused by the act or omission of another person. If so, the Covered Person may have a claim against that other person for payment of expense-incurred charges. If Recovery under the claim is made, the Covered Person must repay Us the Recovery made from 1) the other person; or 2) the other person's insurer.

Only the amount recovered for charges incurred will be subject to Refund. One-third of the Net Recovery will be deemed to be for such charges. However, in no case will the amount of Refund exceed the amount of benefits paid for the Injury under this Policy.

The right of Refund also applies when the Covered Person recovers under an uninsured or underinsured motorist plan.

“Recovery” means monies paid to the Covered Person through judgment, settlement, or otherwise to compensate for all losses caused by the Injury.

“Net Recovery” means the Covered Person's Recovery, less attorney's fees and court costs incurred in making the Recovery.

“Refund” means repayment to Us for benefits paid.

### **SUBROGATION**

The Policyholder is required to investigate and prosecute all valid claims that it may have against third parties arising out of any claim for which benefits were paid by this Policy. The Policyholder shall account to the Company for all amounts recovered. If the Policyholder fails to pursue any action against a third party and the Company has made benefit payments under this Policy, the Company will be subrogated to all of the Policyholder's rights to make recoveries. The Policyholder is required to cooperate fully and do all things necessary and required for the Company to pursue any action to recover against the third party; the scope of the Policyholder's cooperation shall include, without limitation, the execution of a Subrogation receipt or assignment in favor of the Company and the granting of authorization to the Company to commence litigation or other legal proceedings in the name of the Policyholder to seek recoveries from third parties. The Company agrees to pay its portion of the Policyholder's attorneys' fees or other costs associated with a claim or lawsuit to the extent that the Company recovers any portion of the benefits paid under this Policy pursuant to its Subrogation right.

## **General Policy Provisions**

### **ENTIRE CONTRACT/CHANGES**

This Policy and all endorsements, amendments, and attached papers is the entire contract between the Policyholder and the Company.

Changes to this Policy may be made at any time by an endorsement or amendment and must be agreed upon, in writing, between the Policyholder and the Company. The Company may also, upon 31 days written notice to the Policyholder, change or modify the provisions of this Policy to comply with any applicable requirements of the Internal Revenue Service and/or any state or other federal law or regulation. No agent may change this Policy or waive any of its provisions.

#### **TIME LIMIT ON CERTAIN DEFENSES**

In the absence of fraud, all statements made by the Policyholder or by a Covered Person shall be deemed representations and not warranties. No such statement shall be used to contest this Policy or reduce benefits, unless contained in a signed, written application, a copy of which has been provided to the person who made the statement, or to their beneficiary or representative. No such statement will be used to contest this Policy after this Policy has been in force for two years.

#### **CLERICAL ERROR**

Clerical error in keeping any records pertaining to the coverage, whether by the Policyholder or by the Company, will not invalidate coverage otherwise validly in force nor continue coverage otherwise validly terminated, provided such clerical error is not prejudicial to the Company and is rectified promptly upon discovery.

#### **CONFORMITY WITH STATE STATUTES**

Any provision of this Policy in conflict on its Effective Date with the laws of the State of Issue indicated on the front page of this Policy is amended to conform to the minimum requirements of such laws.

#### **DESIGNATION OR CHANGE OF BENEFICIARY**

Each Covered Person may designate a beneficiary to whom loss of life benefits are payable. The designation shall be as follows in descending order of preference:

- 1) Beneficiaries designated in writing by the Covered Person for this Policy on file with the Policyholder, if any, otherwise;
- 2) Beneficiaries as designated in writing for any group life insurance plan or its renewals in force for the Policyholder, if any, otherwise;
- 3) In equal shares to the members of the first surviving class of those that follow, if any:
  - a) a Covered Person's lawful spouse, if not legally separated or divorced, or
  - b) a Covered Person's natural child, adopted child, foster child, stepchild, or other child for whom the Covered Person has or had legal guardianship (proof will be required); or
  - c) a Covered Person's parents, whether natural, step, or adoptive; otherwise.
- 4) The estate of the Covered Person.

A Covered Person may change his/her beneficiary designation from time to time without the consent of the designated beneficiary by giving notice, in writing, to the Policyholder. When a request for designation or change is received by the Policyholder, it will take effect on the date of its execution, whether or not the Covered Person is living on the date it is received by the Policyholder. Any interest created by the request will be subject to any payment made or action taken before its receipt.

#### **ASSIGNMENT**

No assignment of interest in loss of life benefits shall be binding on the Company until the original or duplicate thereof is received by the Company. The Company assumes no responsibility for the validity of such assignment.

#### **INSOLVENCY**

The insolvency, bankruptcy, financial impairment, receivership, voluntary plan of arrangement with creditors, or dissolution of the Policyholder will not impose upon the Company any liability, other than the liability defined in this Policy. The insolvency of the Policyholder will not make the Company liable to the creditors of the Policyholder, including Covered Persons under this Policy.



**LEGAL ACTION**

All Policy terms will be interpreted under the laws of the state in which this Policy was issued. No legal action may be brought to recover on this Policy within 60 days after written proof of loss has been furnished. No legal action may be brought after three (3) years from the time written proof of loss is required to be furnished.

**MISSTATED DATA**

The Company has relied upon the underwriting information provided by the Policyholder, its third party administrator, or other agent in the issuance of this Policy. Should subsequent information become known which, if known prior to issuance of this Policy, would have affected the rates, Covered Accident Deductible, terms, or conditions for coverage, the Company will have the right to revise the rates, Covered Accident Deductible, terms, or conditions as of the Effective Date of issuance, by providing written notice to the Policyholder.


**WAIVER**

Failure of the Company to strictly enforce its rights under this Policy at any time or under any circumstance shall not constitute a waiver of such rights by the Company at any time, under the same or different circumstances.

**WORKERS' COMPENSATION**

This Policy is not in lieu of and does not affect any requirements for coverage by any Workers' Compensation Act or similar law.

# Berkley Life and Health Insurance Company

 **A BERKLEY COMPANY®**  
Urbandale, Iowa  
Underwriting Office:  
2445 Kuser Road, Suite 201  
Hamilton Square, NJ 08690  
(866) 723-4452

## Illinois Policy Endorsement

This Endorsement revises and becomes a part of the Policy to which it is attached. This Endorsement is subject to all the provisions, limitations, and exclusions of the Policy, except as they are specifically modified herein. In the event any provision of the Policy and this Endorsement conflict, the terms of this Endorsement shall govern. Please read this Endorsement carefully.

This Endorsement attaches to and is made part of Policy Number CCN L2A509055 001 issued to Joliet Junior College.

Under the **Exclusions**, the first sentence is deleted and replaced with the following:

The Policy does not cover any loss resulting from any of the following, unless otherwise covered under the **Schedule of Benefits** under the Policy:

The following exclusions are hereby amended:

3. Sickness, disease, or any bacterial infections, except infections which result from an accidental injury, or infection which results from accidental, involuntary or unintentional ingestion of a contaminated substance.
7. Injury caused by or resulting from the Covered Person's use of alcohol, illegal drugs, or medicines that are not taken in the dosage or for the purpose as prescribed by the Covered Person's Physician;

The following provision is added under the **Claims Provisions**:

**CLAIM FORMS:** When the Company receives a notice of claim, the Company or your claims administrator will send forms for filing proof of loss. If claim forms are not sent within 15 days after receipt of such notice, Proof of Loss requirements stated below will be deemed to have been met if, within the Proof of Loss time period specified below, written proof of the nature and extent of the loss is submitted.

The provision entitled **TIME PAYMENT OF CLAIMS** under the **Claims Provisions** is deleted and replaced with the following:

All benefits payable under the policy other than benefits for loss of time will be no later than 30 days upon receipt of due written proof of such loss, that, subject to due proof of loss, all accrued benefits payable under the policy for loss of time will be paid not later than at the expiration of each period of 30 days during the continuance of the period for which the insurer is liable and that any balance remaining unpaid at the termination of such period will be paid immediately upon receipt of such proof.

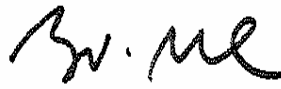
All other terms, conditions, limitations, and exclusions of the Policy remain unchanged.

**EFFECTIVE DATE OF ENDORSEMENT:** August 1, 2014

Signed for the Company:

A handwritten signature in black ink, appearing to read "Christopher C. Brown". The signature is written in a cursive style with a long horizontal flourish at the end.

President

A handwritten signature in black ink, appearing to read "B. W. Mc". The signature is written in a cursive style with a long horizontal flourish at the end.

Secretary

Title 50, Chapter I, Subchapter 11, Part 3401 of the Illinois Insurance Code requires all Group Life and Health insurers to provide a summary of the basic provisions of the Illinois Life and Health Insurance Guaranty Association Law.

Any questions concerning this summary should be directed to the Illinois Life and Health Guaranty Association or to the Illinois Insurance Department at the addresses contained in the summary.

**ILLINOIS LIFE AND HEALTH INSURANCE GUARANTY ASSOCIATION LAW**

Residents of Illinois who purchase health insurance, life insurance, and annuities should know that the insurance companies licensed in Illinois to write these types of insurance are members of the Illinois Life and Health Insurance Guaranty Association. The purpose of this Guaranty Association is to assure that policyholders will be protected, within limits, in the unlikely event that a member insurer becomes financially unable to meet its policy obligations. If this should happen, the Guaranty Association will assess its other member insurance companies for the money to pay the covered claims of policyholders that live in Illinois (and their payees, beneficiaries, and assignees) and, in some cases, to keep coverage in force. The valuable extra protection provided by these insurers through the Guaranty Association is not unlimited, however, as noted below.

**ILLINOIS LIFE AND HEALTH INSURANCE GUARANTY ASSOCIATION DISCLAIMER**

The Illinois Life and Health Insurance Guaranty Association provides coverage of claims under some types of policies if the insurer becomes impaired or insolvent. **COVERAGE MAY NOT BE AVAILABLE FOR YOUR POLICY.** Even if coverage is provided, there are substantial limitations and exclusions. Coverage is generally conditioned on continued residence in Illinois. Other conditions may also preclude coverage.

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

Illinois Life and Health Insurance Guaranty Association

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.**

## SUMMARY OF GENERAL PURPOSES AND CURRENT LIMITATIONS OF COVERAGE

The Illinois law that provides for this safety-net coverage is called the Illinois Life and Health Insurance Guaranty Association Law ("Law") 215 ILCS 5/531.01, et seq.. The following contains a brief summary of the Law's coverages, exclusions, and limits. This summary does not cover all provisions, nor does it in any way change anyone's rights or obligations under the Law or the rights or obligations of the Guaranty Association. If you have obtained this document from an agent in connection with the purchase of a policy, you should be aware that its delivery to you does not guarantee that your policy is covered by the Guaranty Association.

### a) Coverage:

The Illinois Life and Health Insurance Guaranty Association provides coverage to policyholders that reside in Illinois for insurance issued by members of the Guaranty Association, including:

- 1) Direct non group life insurance, health insurance, annuity and supplemental contracts;
- 2) life, health, annuity certificates under direct group policies or contracts;
- 3) unallocated annuity contracts; and
- 4) contracts to furnish health care services and subscription certificates for medical or health care services issued by certain licensed entities. The beneficiaries, payees, or assignees of such persons are also protected, even if they live in another state.

- b) 1) the insurer that issued the policies or contracts domiciled in Illinois; and
- 2) the states in which the persons reside have associations similar to the Illinois Association; and
- 3) the persons are not eligible for coverage by an association in any other state due to the fact that the insurer was not licensed in that state at the time specified in that state's guaranty association law.

### c) Exclusions from Coverage:

1) The Guaranty Association does not provide coverage for:

- A) any policy or portion of a policy for which the individual has assumed the risk;
- B) any policy of reinsurance (unless an assumption certificate was issued);
- C) interest rate guarantees which exceed certain statutory limitations;
- D) any unallocated annuity contracts issued to an employee benefit plan protected under the Pension Benefit Guaranty Corporation and any portion of the contract which is not issued to or in connection with a specific employee, union or association of natural persons benefit plan or a government lottery;
- E) any portion of any unallocated annuity contract which is not issued to or in connection with a specific employee, union or association of natural persons benefit plan or a government lottery.
- F) any policy or contract providing any hospital, medical, prescription drug, or other health care benefits pursuant to Part C or Part D of Subchapter XVIII, Chapter 7 of Title 42 of the United States Code (commonly known as Medicare Part C & D) or any regulations issued pursuant thereto;
- G) any portion of a policy or contract to the extent that the assessments required by Section 531.09 of this Code with respect to the policy or contract are preempted or otherwise not permitted by federal or State law;
- H) any portion of a policy or contract issued to a plan or program of an employer, association, or other person to provide life, health, or annuity benefits to its employees, members, or others to the extent that the plan or program is self-funded or uninsured, including, but not limited to, benefits payable by an employer, association, or other person under:
  - a) a multiple employer welfare arrangement as defined in 29 U.S.C. Section 1144;
  - b) a minimum premium group insurance plan;
  - c) a stop loss group insurance plan; or
  - d) an administrative services only contract.
- I) any portion of a policy or contract to the extent that it provides for:
  - a) dividends or experience rating credits;
  - b) voting rights; or
  - c) payment of any fees or allowances to any person, including the policy or contract owner, in connection with the service or administration of the policy or contract;
- J) any portion of a variable life insurance or variable annuity contract not guaranteed by an insurer; or

- K) any contractual agreement that establishes the member insurer's obligations to provide a book value accounting guaranty for defined contribution benefit plan participants by reference to a portfolio of assets that is owned by the benefit plan or its trustee, which in each case is to an affiliate of the member insurer;
- L) any portion of a policy or contract to the extent that it provides for interest or other changes in value to be determined by the use of an index or other external reference stated in the policy or contract, but which have not been credited to the policy or contract, or as to which the policy or contract owner's rights are subject to forfeiture, as of the date the member insurer becomes an impaired or insolvent insurer under this Code, whichever is earlier. If a policy's or contract's interest or changes in value are credited less frequently than annually, then for purposes of determining the values that have been credited and are not subject to forfeiture under this Section, the interest or change in value determined by using the procedures defined in the policy or contract will be credited as if the contractual date of crediting interest or changing values was the date of the impairment or insolvency, whichever is earlier, and will not be subject to forfeiture; or
- M) any stop loss insurance.
- 2) In addition, persons are not protected by the Guaranty Association if:
- A) the Illinois Director of Insurance determines that, in the case of an insurer which is not domiciled in Illinois, the insurer's home state provides substantially similar protection to Illinois residents which will be provided in a timely manner; or
- B) their policy was issued by an organization which is not a member insurer of the Association was not licensed or did not have a certificate of authority to issue the policy or contract in this State.
- d) 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 to hospital, medical and surgical insurance benefits for which the maximum amount of protection is \$500,000.

**Note: Certain policies and contracts may not be covered or fully covered.** For example, coverage does not extend to any portion 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.

**BERKLEY LIFE AND HEALTH INSURANCE COMPANY**  
**PRIVACY NOTICE**

Appendix B: Expiring Catastrophic Plan

Berkley Life and Health Insurance Company (the "Company"), a member company of the W. R. Berkley Corporation ("Berkley") group of companies and each other member of the Berkley group of companies ("Affiliates") understands our customers' concern about privacy of their information collected by the Company. Our Company is dedicated to protecting the confidentiality and security of nonpublic personal information we collect about our customers in accordance with applicable laws and regulations. This notice refers to the Company by using the terms "us," "we," or "our." The law requires that we send you a notice describing our privacy policy and how we treat the nonpublic personal information about our customers that we receive in connection with our business (Information").

**Why We Collect and How We Use Information.**

We collect and use Information for business purposes with respect to our insurance products and services and other business relations involving our customers. We gather this Information to evaluate your request for insurance, to evaluate your insurance claims, to administer, maintain or review your insurance policy, and to process your insurance transactions. We also accumulate certain information about you as may be required or permitted by law.

Your insurance agent or broker also collects this Information and may use it to help with your overall insurance program or to market additional products and services to you. We may also use Information to offer you other products or services that we or our Affiliates provide.

**How We Collect Information.**

Most Information collected by us is provided by you or your insurance agent or broker to us. We obtain Information from (i) applications or other forms submitted by you, your insurance agent or broker or your authorized representatives to us and our Affiliates, and (ii) your transactions with us or our Affiliates. We may also obtain Information from other sources such as (i) consumer reporting agencies, (ii) other institutions or information services providers, (iii) employers, (iv) other insurers, or (v) your family members.

**Information We Disclose.**

We disclose any Information which we believe is necessary to conduct our business as permitted by applicable law or where required by applicable law. This disclosure may include (i) Information we receive from you on applications or other forms provided to us and our Affiliates, such as names, addresses, social security numbers, assets, employer information, salaries, etc. (ii) Information about your transactions with us and our Affiliates, such as policy coverages, premiums, payment history, etc., and (iii) Information we receive from a consumer reporting agency, such as credit worthiness and credit history.

**To Whom We Disclose Information.**

We may, as permitted or required by applicable law, disclose your Information to nonaffiliated third parties, such as (i) your insurance agent or broker, (ii) independent claims adjusters, (iii) insurance support organizations, (iv) processing companies, (v) actuarial organizations, (vi) law firms, (vii) other insurance companies involved in an insurance transaction with you, (viii) law enforcement, regulatory, or governmental agencies, (ix) courts or parties therein pursuant to a subpoena or court order, (x) businesses with whom we have a marketing agreement, or (xi) our Affiliates.

We may share Information with our Affiliates so that they may offer you products and services from the Berkley group of companies or to analyze our book of business and to consolidate necessary information. We do not disclose Information to other companies or organizations not affiliated with us for the purpose of using Information to sell their products or services to you. For example, we do not sell your name to unaffiliated mail order or direct marketing companies.

**How We Protect Information.**

We require our employees to protect the confidentiality of Information as required by applicable law. Access to Information by our employees is limited to administering, offering, servicing, processing or maintaining of our products and services. We also maintain physical, electronic and procedural safeguards designed to protect Information. When we share or provide Information to other persons or organizations, we contractually obligate them, if required by law, to treat Information as confidential and conform to our privacy policy and applicable laws and regulations.

**Correction and Access to Information.**

Upon our receipt of your written request to us at Berkley Life and Health Insurance Company, 475 Steamboat Road, Greenwich, Connecticut 06836-2519 we will, generally, make available Information for your review. If you believe the Information we have about you is incorrect or inaccurate, you may request that we make any necessary corrections, additions or deletions. If we agree with your belief, we will correct our records if required by applicable law. If we do not agree, you may submit to us a short statement of dispute, which we will include in any future disclosure by us of such Information if required by applicable law.

**Requirements for Privacy Notice.**

This privacy notice is being provided due to recently enacted federal and state laws and regulations establishing new privacy standards and requires us to provide this privacy policy. For additional information regarding our privacy policy, please write to us at 475 Steamboat Road, Greenwich, Connecticut 06836-2519.

Revised: February 7, 2006

## PAID CLAIMS REPORT

ALL INSURERS

ALL ASSOCIATIONS

513010 JOLIET JUNIOR COLLEGE

INCURRED RANGE: 08/01/2011 - 02/28/2015

CHECKDATE RANGE: 08/01/2011 - 02/28/2015

INCIDENT RANGE: 08/01/2011 - 07/31/2012

RUN DATE: 03/02/2015 TIME:01:28:50

GROUP ID	STUDENT NAME	DEPT	SCHOOL DOI	ACTIVITY	CAUSE	BILLED	DISCOUNT	NOT COVERED	ELIGIBLE	DEDUCT	EE COINS	COPAY	OIPD	OIADJ	PAYMENT
513010			101511	FOOTBALL	SHOULDER	190941.83	7539.70	105055.05	78347.08	10000.00	0.00	0.00	18736.05	36,522.28	13088.75
513010			030912	NA	NA	171.00	0.00	171.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
513010			083111	SOCCER	KNEE	172893.11	0.00	62892.47	110000.64	10000.00	0.00	0.00	22112.07	74,179.43	3709.14
513010			091511	UNKNOWN	SHOULDER	1157.50	0.00	789.99	367.51	0.00	0.00	0.00	391.42	-23.91	0.00
513010			012512	BASEBALL	ELBOW	6994.50	0.00	4196.70	2797.80	115.00	0.00	0.00	2250.46	432.34	0.00
513010			042612	BASEBALL	SHOULDER	176882.07	17.69	40467.67	136396.71	10000.00	0.00	0.00	40861.41	82,908.51	2626.79
513010			093011	SOCCER	KNEE	108249.29	0.00	2177.00	106072.29	10000.00	0.00	0.00	27161.55	66,724.15	2186.59
513010			080911	FOOTBALL	KNEE	7747.28	0.00	0.00	7747.28	3817.40	0.00	0.00	3002.76	927.12	0.00
JOLIET JUNIOR COLLEGE						665036.58	7557.39	215749.88	441729.31	43932.40	0.00	0.00	114515.72	261,669.92	21611.27



PAID CLAIMS REPORT

ALL INSURERS

ALL ASSOCIATIONS

513010 JOLIET JUNIOR COLLEGE

INCURRED RANGE: 08/01/2012 - 02/28/2015

CHECKDATE RANGE: 08/01/2012 - 02/28/2015

INCIDENT RANGE: 08/01/2012 - 07/31/2013

RUN DATE: 03/02/2015 TIME:01:28:52

GROUP ID	STUDENT NAME	DEPT	SCHOOL		BILLED	DISCOUNT	NOT		DEDUCT	EE		OIPD	OIADJ	PAYMENT
			DOI	ACTIVITY			CAUSE	COVERED		ELIGIBLE	COINS			
513010			120112	NO CLAIM FO	2504.00	0.00	2322.00	182.00	0.00	0.00	0.00	697.60	-515.60	0.00
513010			120812	BASKETBALL	60172.00	0.00	6434.00	53738.00	4749.99	0.00	0.00	1275.17	47,712.84	0.00
513010			082912	SOCCER	493.14	0.00	493.14	0.00	0.00	0.00	0.00	0.00	0.00	0.00
JOLIET JUNIOR COLLEGE					63169.14	0.00	9249.14	53920.00	4749.99	0.00	0.00	1972.77	47,197.24	0.00



## CLAIMS SUMMARY FOR Joliet Junior College/IL [RiskID 703] - BLANKET COVERAGE

(TP) 03/23/2015 10:18:50AM

Report Parameters: Years 2014/2015

<u>CLAIMANT</u>	<u>D/A</u>	<u>TOTAL BILLS</u>	<u>OTHER INS</u>	<u>ADJ</u>	<u>PAID TO DATE</u>	<u>OTHER PAID BY FAI</u>	<u>PENDING</u>	<u>ACTIVITY</u>	<u>BODY PART(S)</u>	<u>CLAIM RCV'D</u>
<b>2014/2015</b>										
1	02/16/2015	\$0.00	?	\$0.00	\$0.00	\$0.00	\$0.00	Baseball	L Hand	02/26/2015
2	08/14/2014	\$12,302.00	\$0.00	\$0.00	\$0.00	\$0.00	\$12,302.00	Volleyball	L Knee	11/14/2014
3	02/14/2015	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	Basketball	R Thumb	03/03/2015
4	09/05/2014	\$114,664.46	\$22,974.55	\$89,941.36	\$1,748.55	\$0.00	\$0.00	Soccer	R Knee	09/11/2014
5	08/15/2014	\$0.00	?	\$0.00	\$0.00	\$0.00	\$0.00	Soccer	L Knee	08/21/2014
6	10/22/2014	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	Soccer	L Knee	10/27/2014
7	10/22/2014	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	Soccer	L Knee	10/27/2014
8	01/27/2015	\$0.00	?	\$0.00	\$0.00	\$0.00	\$0.00	Softball	L Hip	02/26/2015
9	10/21/2014	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	Volleyball	L Knee	11/07/2014
<b>TOTALS</b>		\$126,966.46	\$22,974.55	\$89,941.36	\$1,748.55	\$0.00	\$12,302.00			