PLAN OF INSURANCE

Participating School: Fort Benton School District #1
PO Box 399
Fort Benton, MT 59442

Participating School Account Number: SB20CC-P-054823

Term of Coverage: July 1, 2018 to July 1, 2019

Annual Premium: $650.00 (minimum premium)

- The premium shown above is fully earned and non-refundable on the date coverage goes into effect.

Eligibility: Class 4: All students, intramural sports participants and non-sport extracurricular activity participants. Not included are interscholastic athletes.

Covered Event: Class 4: Coverage is provided while: (a) on school premises during the hours and days when school is in session; or (b) participating in any school sponsored non-sport extracurricular activity on or off school premises such as Drama Club, and Chess Club; and (c) participating in school sponsored and supervised intramural sports games.

Aggregate Limit of Indemnity: $5,000,000.00

- This is the maximum amount for which We are liable for an Insured Person for all benefits under this plan due to any one Accident.

Covered Accident Deductible: $25,000.00

- Eligible medical expenses payable under any other insurance policy or service contract will be used to satisfy or reduce the Covered Accident Deductible.

Medical, Dental, Rehabilitative and Custodial Care Expense Benefits:

Benefit Percentage	100%
Deductible Establishment Period	24 Months
Maximum Benefit Period	the sooner the date of recovery or 10 Years
Maximum Benefit Amount	$5,000,000.00
Maximum for Medically Necessary Hospital Inpatient Services and Supplies	Included in Medical Maximum
Maximum for confinement in an Extended Care Facility per Calendar Year	$365,000.00
Daily Room and Board Limit for:	
Private or Semi-Private Room	Average Semi-Private Rate of Hospital in which confined
Intensive Care	Reasonable and Customary Charges
Combined Home Health Care and Custodial Care Maximum Benefit per Calendar Year	$100,000.00

Custodial Care Maximum Benefit per Calendar Year subject to the Combined Home Health Care and Custodial Care Maximum Benefit per Calendar Year	$100,000.00
Home Health Care Maximum Benefit per Calendar Year subject to the Combined Home Health Care and Custodial Care Maximum Benefit per Calendar Year	$100,000.00
Treatment of Mental or Nervous Disorders	
Doctor Fees –	
Amount per Visit	$50.00
Visits per Day	1
Number of Visits per Calendar Year	50
Inpatient Hospital	Up To 45 Days
Maximum Chiropractic Benefit	
Maximum amount per Calendar Year	$1,000.00
Maximum visits per Calendar Year	N/A
Maximum Outpatient Physical Therapy Benefit	
Maximum amount per Calendar Year	$25,000.00
Maximum Prosthetic Limitation	
Benefit Amount payable during the first two (2) Years after covered accident	$100,000.00
Benefit Amount payable for the remainder of the benefit period immediately thereafter	$100,000.00 $200,000.00 (if amputation of the leg is above the knee)
Maximum Benefit Amount	$200,000.00 $300,000.00 (if amputation of the leg is above the knee)

Disability Benefit:

Total Disability Benefit	
First 12 Months	$1,500.00 per Month
After first 12 Months	$1,500.00 per Month
Total Disability Maximum Period Payable	10 Years
Partial Disability Benefit	$1,000.00 per Month
Average Gross Monthly Earnings Limit for Partial Disability	$2,500.00 for 6 Months
After-Tax Monthly Compensation	$1,000.00
Partial Disability Maximum Period Payable	10 Years

Adjustment Expense Benefit:

Training of Family Member	Must be rendered within 24 months after the Covered Accident
Maximum Expense for Training	$2,500.00
Travel for Immediate Family Members	Must occur within 24 months after the Covered Accident
Maximum Expense for Travel per Family Member	$2,000.00
Lost Earnings	
% of Gross Lost Earnings	75%
Maximum Lost Earnings per Week	$500.00
Maximum Number of Weeks	13 within a 24 month period after the Covered Accident
Maximum Lifetime Benefit	$30,000.00

Special Expense Benefit:

Maximum Benefit Amount	$125,000.00

Loss of Life Due to Heart or Circulatory Malfunctions Benefit:

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

Vocational Rehabilitation Benefit:

Maximum Charge (Per Hour)	$100.00
Maximum Benefit Amount	$20,000.00

Assimilation Benefit:

Maximum Benefit Amount	$50,000.00
Deductible Establishment Period	24 Months

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

Principal Sum	$10,000.00
Loss Establishment Period	365 Days

Excess Coverage: **FULL**

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MUTUAL *of* OMAHA INSURANCE COMPANY
Mutual of Omaha Plaza, Omaha, NE 68175, 402 342 7600

MEMORANDUM OF COVERAGE

Insurance benefits are underwritten by Mutual of Omaha Insurance Company (We," "Us" or "Our") under Master Policy SB20CC-050078 issued to the Student Insurance Trust. This Memorandum of Coverage describes the benefits payable under the policy.

PART A. ELIGIBILITY

Subject to all conditions of the policy, We insure members (individually called the "Insured Person") as described in the Plan of Insurance.

PART B COVERED EVENTS

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

PART C. DEFINITIONS

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

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

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

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

Case Management means, but is not limited to, Pre-certification, concurrent review or a written alternate treatment plan endorsed by your Doctor and accepted by Us to provide Medically Necessary and appropriate care in a cost-effective setting.

Case Management Pre-certification Reduction Amount means the dollar amount by which benefits will be reduced if Pre-certification or Case Management prior approval of Medical Expenses Incurred for nonemergency treatment, services, Hospital confinement or of Special Expenses is not received.

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

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

- which occurs during Covered Travel to and from the location of a Covered Event;

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

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

Covered Accident Deductible means the amount of Medical Expenses and/or Dental Expenses and/or Rehabilitation Expenses and/or Custodial Care Expenses, as shown in the Plan of Insurance:
- Incurred by the Insured Person as a result of a Covered Accident within the Deductible Establishment Period;
- that qualify as a Covered Loss under this policy or certificate; and

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

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

Covered Loss means Reasonable and Customary:
- Medical Expense;
- Dental Expense;
- Rehabilitation Expense;
- Custodial Care Expense;
- Adjustment Expense;
- Special Expense;
- Loss of Life Due to Heart or Circulatory Malfunction Benefit;
- Vocational Rehabilitation Benefit;
- Assimilation Benefit as described in this policy Incurred by an Insured Person as a result of a Covered Accident.

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

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

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

Custodial Care means Medically Necessary services or treatment which, regardless of where provided:
- could be rendered safely by a person without medical skills; and
- provides a routine level of maintenance care designed mainly to help the patient with daily living activities, including (but not limited to):
  - personal care such as help in walking and getting in and out of bed; help with bathing; help with eating by spoon, tube or gastrostomy; exercising; dressing; enema and using the toilet;
  - homemaking such as preparing meals or special diets;
  - moving the patient;
  - acting as companion or sitter;
  - supervising medication which can usually be self-administered;

- oral hygiene; and
- ordinary skin and nail care; or
- in the case of a Totally Disabled Insured Person, cannot be self-administered.

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

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

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

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

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

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

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

Extended Care Facility means an institution operating pursuant to applicable state law which is engaged in providing, for a fee, skilled nursing care and related services and physical therapy services under the supervision of a Doctor and registered nurses, to persons convalescing from illness or Injury. It must have facilities for ten (10) or more inpatients and maintain clerical records on all of its patients. To qualify as a Medical Expense under this policy, the Insured Person's confinement in an Extended Care Facility must:
- start within five (5) days after the Insured Person has been continuously confined for at least five (5) days in a Hospital as a result of a Covered Accident;
- be for treatment of the Injuries resulting from such Covered Accident;
- be one during which a Doctor visits the Insured Person at least once every thirty (30) days;
- be certified to be Medically Necessary by the attending Doctor; and
- not be for routine Custodial Care.

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

Home Health Care means nursing care and treatment, to an Insured Person in his/her home, which is part of an overall extended treatment plan and; a) is required for progressive and positive improvement of the Insured Person's medical condition, or b) is necessary to provide care and treatment that cannot be self administered for a Totally Disabled Insured Person. To qualify for Home Health Care:
- the plan must be established and approved in writing by the attending Doctor, including certification in writing by the attending Doctor that confinement in a Hospital or Extended Care Facility would be required in the absence of Home Health Care; and

- nursing care and treatment must be provided by a Hospital certified to provide Home Health Care services or by a certified Home Health Care agency; and
- Home Health Care services must commence within seven (7) days of discharge from a Hospital or Extended Care Facility or Rehabilitation Facility and be preceded by a Hospital or Extended Care Facility or Rehabilitation Facility confinement of five (5) days or more.

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

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

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

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

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

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

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

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

Loss Establishment Period means the time period, beginning with the date of the Covered Accident, within which undergraduate study must commence or recommence for College Education Benefits, or within which one of the following must occur:
- accidental death;
- dismemberment;
- loss of sight;
- loss of speech and/or hearing; or
- loss of life as a result of Heart or Circulatory Malfunction.

This time period is shown in the Plan of Insurance.

Medical Expense means the Reasonable and Customary charges:
- of a professional ambulance service for Medically Necessary transportation to and from a Hospital;
- of a Doctor for Medically Necessary care and treatment;
- of a Hospital for Medically Necessary inpatient services, including room and board (not exceeding the semi-private room rate for each day of confinement unless a private room is Medically Necessary);

- for Medically Necessary Hospital inpatient services and supplies, including intensive care services, and daily Hospital charges for personal Hospital services (including television, radio, telephone, barber, and beauty services to a maximum payment as shown in the Plan of Insurance);
- for Medically Necessary out-patient and emergency room care and treatment;
- for confinement in an Extended Care Facility;
- for Home Health Care; and
- for medical or surgical services, prescription drugs, and other medical supplies commonly used for therapeutic or diagnostic services, which are Medically Necessary and prescribed by a Doctor operating within the scope of his or her license.

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

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

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

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

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

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

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

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

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

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

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

Sponsoring Organization means a legal entity to whom the policy is issued or that elects coverage under the policy.

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

Total Disability or **Totally Disabled** means:

- for the first 12 months:
  - the inability of the Insured Person, due to a Covered Accident, to engage in substantially the same activities as the Insured Person had engaged in immediately prior to the Covered Accident; and
  - the irrecoverable loss suffered by the Insured Person, due to a Covered Accident, of:
    - speech;
    - hearing of both ears;
    - sight in both eyes;
    - use of both arms;
    - use of both legs;
    - use of one arm and one leg; or
    - severely diminished mental capacity due to brain stem or other neurological Injury such that the Insured Person is unable to perform normal daily functions.

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

Traumatic Brain Deficit means an Injury to the brain which:

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

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

PART D. BENEFITS

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

MEDICAL, DENTAL, REHABILITATIVE AND CUSTODIAL CARE EXPENSE

We will pay benefits for Medical Expense, Dental Expense, Rehabilitation Expense and Custodial Care Expense Incurred by an Insured Person subject to the Covered Accident Deductible, Benefit Percentage, Maximum Benefit Amount, Maximum Benefit

Period, Custodial Care Maximum Benefit per Calendar Year, and Home Health Care Maximum Benefit per Calendar Year and Combined Home Health Care and Custodial Care Maximum Benefit per Calendar Year as shown in the Plan of Insurance.

1. Payment for Medical Expense resulting from a Covered Accident for care and treatment of mental and nervous disorders by a Doctor shall not exceed the amount for each visit, number of visits per day nor number of visits as shown in the Plan of Insurance. Covered Medical Expense for Hospital inpatient care or treatment of a mental or nervous disorder whether in a general Hospital or a psychiatric Hospital, will be limited to the number of days of such treatment during each calendar year as specified in the Plan of Insurance. For Partial Hospitalization for care or treatment of a mental or nervous disorder, each two (2) days of Partial Hospitalization will be treated as one (1) day of inpatient Hospitalization for purposes of accumulating the maximum number of days of inpatient treatment per calendar year as specified in the Plan of Insurance.

2. Payment not to exceed the Maximum Chiropractic Benefit specified in the Plan of Insurance shall be made for covered Medical Expense for treatment of subluxation or dislocation of the spine or treatment for the general purpose of correction of nerve interference and its effects, by manual or mechanical means when interference results from or is related to distortion or misalignment of or in the vertebral column. This limit shall not apply when surgical treatment of this condition is rendered while the patient is under general anesthesia.

3. Payment, not to exceed the Maximum Physical Therapy Benefit amounts specified in the Plan of Insurance, shall be made for covered Medical Expense for Physical Therapy including, but not limited to: (a) heat treatment; (b) diathermy; (c) microtherm; (d) ultrasonic; (e) adjustment; (f) manipulation; (g) massage therapy; and (h) acupuncture.

4. Payment for covered Medical Expense for all prosthetic devices/limbs, including adjustments, replacements, refittings and supplies, in combination, shall not exceed $100,000 during the first 2 years after the Covered Accident.

   Payment shall not exceed $100,000 ($200,000 if the Covered Accident results in an amputation of the leg above the knee) during the remainder of the Maximum Benefit Period, subject to all terms and conditions of the Policy including, without limitation, the Date of Recovery definition.

DISABILITY BENEFITS

Total Disability Benefit:

If an Insured Person becomes Totally Disabled and has satisfied the Covered Accident Deductible, We will pay Total Disability Benefits as shown in the Plan of Insurance. Benefits will begin on:

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

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

Partial Disability Benefit

If an Insured Person becomes Partially Disabled immediately following a period of Total Disability for which Total Disability Benefits were paid, We will pay the Partial Disability Benefit shown in the Plan of Insurance.

Partial Disability will end when:

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

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

Resumption of Disability

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

ADJUSTMENT EXPENSE BENEFITS

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

Adjustment Expenses are the Reasonable and Customary expenses Incurred for:

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

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

SPECIAL EXPENSE BENEFIT

Special Expense Benefits are those Reasonable and Customary expenses Incurred, after the Covered Accident Deductible has been satisfied, by an Insured Person who is Totally Disabled as a result of a Covered Accident for special items approved by the Insured Person's Doctor to accommodate his or her physical disability, such as specialized wheelchair or other types of equipment or computer programs designed for use by someone with the type of physical disability suffered by the Insured Person, the adaptation or modification in design and/or equipment of the Insured Person's owned motor vehicle or such motor vehicle as was customarily at the disposal of or in the usual possession of the Insured Person, or for adaptation or modification of the Insured Person's housing in design and/or equipment. Such item or modification must be approved by the Doctor as being appropriate and as being Medically Necessary to accommodate the physical disability of the Insured Person as a result of a Covered Accident. Benefits are limited to the amounts shown in the Plan of Insurance.

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

LOSS OF LIFE DUE TO HEART OR CIRCULATORY MALFUNCTIONS BENEFIT

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

VOCATIONAL REHABILITATION BENEFIT

The vocational rehabilitation benefit provides payment for Reasonable and Customary expenses Incurred for services rendered through a vocational rehabilitation program or for vocational rehabilitation counseling services intended to enable the Totally Disabled Insured Person to develop skills necessary for gainful employment and to participate in a job search and find gainful employment. The Insured Person must initiate treatment within 2 years following the date of Injury, and the length of continuous treatment must not exceed 5 years. Benefits are subject to the limits as shown in the Plan of Insurance.

ASSIMILATION BENEFIT

The assimilation benefit provides for payment up to the Maximum Benefit Amount shown in the Plan of Insurance for the Totally Disabled Insured Person to participate in a specialized, intensive, rehabilitation program at an accredited medical facility specializing in research, surgery, and training for Injuries to the spinal cord, the nervous system, or closed head Injuries.

Participation by the Totally Disabled Insured Person in an assimilation program eligible for benefits under this policy must commence within the Deductible Establishment Period. Assimilation benefits payable will terminate after the earlier of:

- the date the Totally Disabled Insured Person completes the assimilation program for which benefits are payable; and
- the date the Maximum Benefit Amount payable has been met.

Benefits will be paid directly to the facility providing the assimilation program as the payment is due, and only after participation has commenced by the Totally Disabled Insured Person. Benefits include travel expenses for the Insured Person and two (2) Immediate Family members.

ACCIDENTAL DEATH, DISMEMBERMENT OR LOSS OF SIGHT, SPEECH OR HEARING:

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

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

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

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

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

PART E. OTHER INSURANCE/EXCESS NATURE OF POLICY

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

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

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

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

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

PROVIDED, however, that if an Insured Person is covered under a policy issued by another insurance carrier which provides substantially similar benefits which are subject to a deductible of $25,000 or more, any benefits payable under such policy will not be regarded as Other Insurance. Instead 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, this policy will contribute an amount equal to that contributed by the other catastrophic policy until the loss is paid.

PART F. THIRD PARTY RECOVERY RIGHTS

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

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

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

We agree We will not seek subrogation against the Participating School or Sponsoring Organization.

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

PART G. EXCLUSIONS AND LIMITATIONS

No benefits are payable for:

- Illness or disease or medical or surgical treatment thereof, including diagnosis, except:
  - as may be specifically provided for in the policy;
  - as may result from an Injury sustained in a Covered Accident;
  - a cardiovascular accident, stroke or other similar traumatic event caused by exertion while participating in a Covered Event;
- bacterial infection, except infection of and through a wound accidentally sustained;
- suicide or intentionally self-inflicted Injury while sane;

- an act of declared or undeclared war;
- participation in a riot or engagement in or attempt to commit a felony or being engaged in an illegal activity;
- travel or flight in or descent from any aircraft, unless the Insured Person is a passenger for authorized group or team travel on a regularly scheduled flight on a commercial airline; or is a passenger on an aircraft chartered solely for the purpose of travel which has a valid airworthiness certificate from the jurisdiction in which operated and which is being operated by a duly licensed pilot;
- charges which exceed the Reasonable and Customary charges;
- charges Incurred for dental work unless the Insured Person sustains a Disablement which results in damage to his or her natural teeth;
- charges Incurred for television, telephone, water pitcher, and other personal convenience items, or expenses for other persons, except as may be specifically provided for elsewhere;
- charges Incurred for services or supplies not specifically provided for in the policy;
- charges which would not have been made in the absence of insurance or which the Insured Person is not legally obligated to pay;
- charges Incurred for cosmetic procedures, unless made necessary by a Disablement;
- charges Incurred for eyeglasses, contact lenses or hearing aids or for any examination or fitting related to these devices unless made necessary by a Disablement;
- charges Incurred for care, treatment or service, which is not Medically Necessary to the diagnosis or treatment of a Disablement;
- charges Incurred for the professional services of a person who either resides with or is an Immediate Family member;
- charges Incurred for experimental or investigational treatment or procedures;
- charges Incurred for articles of clothing which are intended for use more than once;
- treatment of a Disablement sustained as a result or consequence of being Intoxicated, as specifically defined in the policy, or under the influence of any controlled substance unless administered on the advice of a Doctor;
- the use by the Insured of drugs or narcotics unless used as prescribed by a Doctor for a condition other than drug addiction;
- routine medical examination and related medical services;
- charges which are recoverable from any other insurance policy, service contract, Workers' Compensation or other
- arrangements of insured or self-insured group coverage;
- elective treatment or surgery, health treatment, or examination where no Injury or Sickness is involved;
- drugs that promote fertility, treat infertility, enable sexual performance or provide sexual enhancement.

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

PART H. AGGREGATE LIMITS OF LIABILITY

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

PART I. GENERAL PROVISIONS

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

Notice of Claim:

- Written notice of claim must be given to Us or Our authorized representative within ninety (90) days of the date of the Covered Loss. If notice is not given within ninety (90) days, a claim will not be denied or reduced for that reason if notice was given as soon as was reasonably possible.
- When We or Our authorized representative receive notice of claim, forms for filing proof of loss will be furnished to the Insured Person. If these forms are not furnished to the Insured Person within fifteen (15) days from the time notice is received by Us or Our authorized representative, the Insured Person will have met the proof of loss requirements if written proof of loss is submitted within the time required.

Proof of Loss:

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

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

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

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

If the designated beneficiary of record does not survive the Insured Person or if the Insured Person fails to designate a beneficiary, payment of death benefits will be made to the Insured Person's estate, or at Our option, to the following:
- the Insured Person's spouse, if living; otherwise
- the Insured Person's then living children, if any; otherwise
- the Insured Person's surviving parent(s); otherwise
- the person legally responsible for the Insured Person; otherwise
- the Insured Person's surviving brothers and/or sisters, equally.

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

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

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

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

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

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

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

Time of Payment of Claim: Benefits will be paid as soon as We receive proper proof of loss unless 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.

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

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

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

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

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

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

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

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

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

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

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

Amendment and Alteration of the Contract:

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

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

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

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

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

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

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

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