



## QBE INSURANCE CORPORATION

Administrative Office  
New York, New York 10041

### APPLICATION FOR BLANKET ACCIDENT INSURANCE Accidental Death and Accident Medical Benefits

#### Part I Proposed Policyholder

Policy: JAH000633

- a. **Full Legal Name of Proposed Policyholder** William S. Hart Baseball & Softball League, Inc.
- b. **Address:** 23780 Auto Center Court, Santa Clarita, CA 91355
- c. **Requested Effective Date:** January 1, 2024  
*Policy will become effective on the Requested Effective Date only if (a) all required information is provided and (b) all required premium is paid.*
- d. **Who will be insured?** Eligible Persons participating in Covered Activities as shown on the Schedule of Benefits.

#### Part II Plan of Insurance and Premium Calculation

**Annual Premium:** \$4,428

**Plan of Benefits:** Accident Medical Expense Benefits - \$100,000

**Scope of Coverage:** Full Excess

**Deductible:** \$250

**Accidental Death Benefit:** \$10,000

**Accidental Dismemberment Benefit Maximum:** \$10,000

#### Part III Acknowledgements and Signatures

- a. **Applicant's Acknowledgement** I, the applicant, declare, to the best of my knowledge and belief, that all statements and answers in this application are true and complete. I understand and agree that (a) this application will form part of any policy issued, (b) no information given to or acquired by any representative of QBEIC will bind it, unless it is in writing on this application, (c) no waiver or modification will bind the Company unless it is in writing and is signed by an executive officer of QBEIC, and (d) only those persons eligible under the terms of an issued policy will be insured.
- b. **Fraud Warning** Any person who, knowingly and with intent to injure, defraud or deceive an insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information, may be guilty of insurance fraud. *(Policyholders located in AR, CO, DC, FL, HI, KS, KY, LA, ME, MD, NJ, NM, NY, OH, OK, PA, TN, VA, WA and WV must read the Fraud Warning applicable to their state.)*

Dated: December 28, 2023

(Signature on File)

Signed for the Proposed Policyholder

O2 Insurance Agency, Inc.

Signed by Licensed Agent

Title On File

Agent License Number: On File

**Arkansas -- Fraud Warning** Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison. 5000.04

**Colorado -- Fraud Warning** It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies. 5000.05

**District of Columbia -- Fraud Warning** It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant. 5000.09

**Florida -- Fraud Warning** Any person who, knowingly and with intent to injure, defraud or deceive any insurer files a statement of claim or an application containing any false, incomplete or misleading information is guilty of a felony of the third degree. 5000.10

**Hawaii -- Fraud Warning** Intentionally or knowingly misrepresenting or concealing a material fact, opinion or intention to obtain coverage, benefits, recovery or compensation when presenting an application for the issuance or renewal of an insurance policy or when presenting a claim for the payment of a loss is a criminal offense punishable by fines or imprisonment, or both. 5000.12

**Kansas -- Fraud Warning** Any person who, knowingly and with intent to injure, defraud or deceive an insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information, may be guilty of insurance fraud as determined by a court of law. 5000.17

**Kentucky -- Fraud Warning** Any person who, knowingly and with intent to defraud any insurance company or other person, files an application for insurance containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime. 5000.18

**Louisiana/West Virginia -- Fraud Warning** Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison. 5000.19, 5000.49

**Maine/Tennessee/Virginia/Washington -- Fraud Warning** It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines or a denial of insurance benefits. 5000.20, 5000.43, 5000.47, 5000.48

**Maryland -- Fraud Warning** Any person who knowingly and willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly and willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison. 5000.21

**New Jersey -- Fraud Warning** Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties. 5000.31

**New Mexico -- Fraud Warning** Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to civil fines and criminal penalties. 5000.32

**New York -- Fraud Warning** Any person who, knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation. 5000.33

**Ohio – Fraud Warning** Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud. 5000.36

**Oklahoma -- Fraud Warning** Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony. 5000.37

**Pennsylvania -- Fraud Warning** Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties. 5000.39



## QBE INSURANCE CORPORATION

Administrative Office  
55 Water Street  
New York, NY 10041

**POLICYHOLDER:** William S. Hart Baseball & Softball League, Inc.  
**GROUP POLICY NUMBER:** JAH000633  
**POLICY EFFECTIVE DATE:** January 1, 2024  
**POLICY TERM** January 1, 2024 to January 1, 2025  
**STATE OF ISSUE:** California

QBE Insurance Corporation, herein called the Company or We, Us or Our, in consideration of the Application for this Policy and the timely payment of Premiums, agrees, subject to the terms and conditions of the Policy, to insure the Policyholder's eligible member.

This Policy describes the terms and conditions of insurance. It goes into effect, subject to its applicable terms and conditions, at 12:01 AM on the Policy Effective Date shown above, at the Policyholder's address. It will remain in effect for the duration of the Policy Term shown above if premium is paid according to agreed terms.

This Policy terminates at 12:01 AM on the last day of the Policy Term unless the Policyholder and We have agreed to continue this Policy for an additional Policy Term. The laws of the State of Issue shown above govern this Policy.

We and the Policyholder agree to all of the terms of this Policy.

IN WITNESS WHEREOF QBE Insurance Corporation has caused this Policy to be executed on its Issue Date, to take effect on the Effective Date.

A handwritten signature in black ink, appearing to read 'Todd Jones'.

Todd Jones  
President

A handwritten signature in black ink, appearing to read 'Mark Pasko'.

Mark Pasko  
Secretary

• BLANKET ACCIDENT POLICY •  
• NON-PARTICIPATING •

**THIS POLICY PAYS BENEFITS FOR SPECIFIC LOSSES FROM ACCIDENTS ONLY. IT DOES NOT PAY BENEFITS FOR SICKNESS.**

## **TABLE OF CONTENTS**

Schedule of Benefits

General Definitions

Eligibility, Effective Date and Termination Provisions

Common Exclusions

Claim Provisions

Administrative Provisions

General Provisions

Conditions of Coverage

Policyholder Coverage

School Coverage

Sports Coverage

Accident Indemnity Benefits

Scope of Coverage

Accident Medical Benefits

Limitations

State Modifying Amendment (Applicable in all states except: AL, DE, MD, NE and NY)

## SCHEDULE OF BENEFITS

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**This Policy is intended to be read in its entirety. In order to understand all the conditions, exclusions and limitations applicable to its benefits, please read all the policy provisions carefully.**

**Eligible Persons:** Registered and enrolled participants of the Policyholder.

### CONDITIONS OF COVERAGE

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

Policyholder Coverage — Not Applicable  
School Coverage — Not Applicable  
Sports Coverage — Applicable

### Covered Travel activities

#### Covered Activity Travel Limits

Personal Deviations Not covered

Travel arranged, provided, or paid for  
by the Policyholder No time limit

Overnight Supervised and Sponsored Activities with duration of more than 7 days and related travel are not covered unless specifically agreed to in writing by Us.

**Covered Activities** Participation in the following Policyholder Supervised and Sponsored activities:  
Baseball (League and/or Club), Softball (League and/or Club)

Solely as it may relate to a Covered Activity, coverage is in effect during travel to any Covered Activity that takes place within the United States, its possessions, or the countries of Canada or Mexico. Except to the extent coverage is provided herein, Exclusion 11. in Section COMMON EXCLUSIONS still applies.

## INDEMNITY BENEFITS

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### ACCIDENTAL DEATH AND DISMEMBERMENT BENEFITS

Loss must occur within 365 days of the Covered Accident

Schedule of Covered Losses	
Covered Loss	Benefit
Loss of Life	\$10,000
Loss of Two or More Hands or Feet	\$10,000
Loss of Sight of Both Eyes	\$10,000
Loss of One Hand or Foot and Sight in One Eye	\$10,000
Loss of Speech and Hearing	\$10,000
Quadriplegia	\$10,000
Paraplegia	\$10,000
Hemiplegia	\$10,000
Loss of One Hand or Foot	\$5,000
Loss of Sight in One Eye	\$5,000
Loss of Speech	\$5,000
Loss of Hearing in Both Ears	\$5,000
Loss of Thumb and Index Finger of the Same Hand	\$2,500
<b>Aggregate Limit of Indemnity</b>	\$500,000
Applies to:	All Conditions of Coverage

Not more than the Aggregate Limit of Indemnity specified above will be paid for all Covered Losses suffered by all Covered Persons insured under this Accidental Death and Dismemberment Benefit as the result of any one Covered Accident that occurs under one of the Conditions of Coverage, as specified above. If this amount does not allow all Covered Persons to be paid the amounts this Policy otherwise provides, the amount paid will be the proportion of the Covered Person's loss to the total of all losses, multiplied by the Aggregate Limit of Indemnity.

## ACCIDENT MEDICAL EXPENSE BENEFITS

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Any benefit limits and Benefit Percentages for Accident Medical Expense Benefits apply, unless otherwise specified, on a per-Covered Person – per Covered Accident basis. Any applicable Deductibles must be satisfied within the time periods specified before benefits are payable.

### Scope of Coverage Applicable to Accident Medical Benefits

Full Excess Medical Expense	
Other Health Care Plan Reduction	50%

### Medical Expense Benefits

Total Lifetime Maximum for all Accident Medical Expense Benefits	\$100,000
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First Covered Expenses must be Incurred within	90 days	after a Covered Accident
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Benefit Period	1 year	from the date of the Covered Accident
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Deductible	\$250
applies to	each Covered Accident and does not include Covered Expenses paid under another Health Care Plan

Covered Expense	Benefit Amount, Percentage, Other Limits
<b>In-Patient Hospital Services</b>	
Daily ICU or CCU Benefit	100%, up to two times the average semi-private room rate
Daily In-Hospital Benefit	100% of the average semi-private room rate
Miscellaneous Services	100%
<b>Ambulatory Medical Center</b>	100%
<b>Emergency Room Treatment</b>	100%
<b>Physician Services</b>	
Surgery Benefit	100%
Assistant Surgeon	100%
Physician's Surgical Facilities	100%
Second Opinion or Consultation	100%
Physician's Assistant	100%
Anesthesia Benefit	100%
Inpatient Visits	100%
Office Visits	100%
<b>Outpatient X-Ray, CT Scan, MRI and Laboratory Tests</b>	100%
<b>Outpatient Physiotherapy</b>	100%
<b>Nursing Services</b>	100%

<b>Ambulance Services</b>	100%
<b>Medical Equipment Rental</b>	100%
<b>Medical Services and Supplies</b>	100%

Covered Services include:

- (a) initial artificial limbs, eyes and larynx, including fitting; and
- (b) examination, prescription for, replacement or repair of damaged eyeglasses, contact lenses or hearing aids.

<b>Dental Services</b>	100%
<b>Prescription Drug Benefit</b>	100%

#### **RATE TABLE**

<b>Premium</b>	\$4,428
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Minimum Premium: \$100.00

<b>Mode of Premium Payment</b>	Annual
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<b>Premium Due Date</b>	Policy Effective Date
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<b>Contributions</b>	The cost of this insurance is paid by the Policyholder. Minimum and deposit premiums are fully earned and non-refundable.
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## GENERAL DEFINITIONS

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Please note that certain words used in this Policy have specific meanings. The words defined below and capitalized within the text of this Policy have the meanings set forth below.

### **Active Service**

A Covered Person is considered in Active Service if he is none of the following:

1. an Inpatient in a Hospital or receiving Outpatient care or chemotherapy or radiation therapy;
2. confined at home under the care of a Physician for a treatment of a sickness or injury; or
3. totally disabled.

**Aircraft** means a vehicle which has a valid certificate of airworthiness and is being flown by a pilot with a valid license to operate the Aircraft.

**Appropriate Treatment** means care, services or supplies, provided by or at the direction of a Physician that are appropriate, according to accepted standards of medical practice, for the Covered Person's injury and are provided during the course of treatment of an injury sustained in a Covered Accident. Appropriate Treatment must be provided no less frequently than monthly.

**Benefit Percentage** means the percentage of Covered Expenses We pay that are Incurred by the Covered Person after he satisfies any applicable Deductible. Benefit Percentages are shown in the *Schedule of Benefits*.

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

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

**Company or We, Us, Our,** means QBE Insurance Corporation (QBEIC), domiciled in Pennsylvania.

**Covered Accident** means a sudden, unforeseeable, external event that results, directly and independently of all other causes, in an injury or loss and meets all of the following conditions:

1. occurs while the Covered Person is insured under this Policy;
2. is not contributed to by disease, sickness, or mental or bodily infirmity; and
3. is not otherwise excluded under the terms of this Policy.

**Covered Expenses** means the lesser of the reasonable and customary charge and the maximum benefit shown, for services or supplies listed, in the *Schedule of Benefits* and described in the *Accident Medical Expense Benefits* section of this Policy. Covered Expenses must be Incurred by a Covered Person for Appropriate Treatment for injuries sustained in a Covered Accident.

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

**Deductible** means the amount of Covered Expenses that each Covered Person must Incur before benefits are paid under this Policy. The Covered Person may use Covered Expenses paid under another Health Care Plan to satisfy the Deductible under this Policy only if so indicated in the *Schedule of Benefits*.

**He, Him or His** means an individual, male or female.

**Health Care Plan** means any arrangement, whether individually purchased or incident to employment or membership in an association or other group, which provides benefits or services for health care, dental care, disability benefits or repatriation of remains. A Health Care Plan includes group, blanket, franchise, family or individual:

1. insurance policies;
2. subscriber contracts;
3. uninsured agreements or arrangements;
4. coverage provided through Health Maintenance Organizations, Preferred Provider Organizations and other prepayment, group practice and individual practice plans;
5. medical benefits provided under automobile "fault" and no-fault – type contracts;
6. medical benefits provided by any governmental plan or coverage or other benefit law, except:
  - a. a state-sponsored Medicaid plan; or
  - b. a plan or law providing benefits only in excess of any private or non-governmental plan;
7. other valid and collectible medical or health care benefits or services.

**Hospital** means an institution that meets all of the following:

1. it is licensed as a Hospital pursuant to applicable law;
2. it is primarily and continuously engaged in providing medical care and treatment to sick and injured persons;
3. it is managed under the supervision of a staff of medical doctors;
4. it provides 24-hour nursing services by or under the supervision of a graduate registered nurse (R.N.);
5. it has medical, diagnostic and treatment facilities, with major surgical facilities on its premises, or available on a prearranged basis;
6. it charges for its services.

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

1. rehabilitation, convalescent, custodial, or educational or nursing care;
2. the aged, drug addicts or alcoholics; or
3. a Veteran's Administration Hospital or Federal Government Hospitals unless the Covered Person Incurs an expense.

**Hospital Stay** means a confinement in a Hospital, ordered by a Physician, over one or more nights when room and board and general nursing care are provided at a per diem charge made by the Hospital. The Hospital Stay must result directly and independently of all other causes from a Covered Accident. Separate Hospital Stays due to the same Covered Accident will be treated as one Hospital Stay unless (a) separated by at least 90 days or (b) a Covered Person returns to Active Service for 30 or more days between Hospital Stays.

**Incurred or Incurs** means an obligation to pay for a Covered Expense for treatment, service or purchase of supplies, deemed to be the date it is provided to the Covered Person.

**In-Patient** means a Covered Person who is confined for at least one full day's Hospital room and board. The requirement that a person be charged for room and board does not apply to confinement in a Veteran's Administration Hospital or Federal Government Hospital and in such case, the term "Inpatient" shall mean a Covered Person who is required to be confined for a period of at least a full day as determined by the Hospital.

**Nurse** means a licensed registered nurse (R. N.) or a licensed practical nurse (L. P. N.) who is not:

1. the Covered Person;
2. a parent, sibling, spouse or child of the Covered Person or the Covered Person's spouse;
3. a person living in the Covered Person's household; or
4. a person employed or retained by the Policyholder.

**Out-Patient** means a Covered Person who receives treatment, services and supplies while not an Inpatient in a Hospital.

**Personal Deviation** means any activity which:

1. is neither reasonably related to or incidental to the purpose of travel for which coverage is provided by this Policy; and
2. the Covered Person performs before, during or after covered travel.

When coverage is provided during a Personal Deviation, the time period covered is shown in the *Conditions of Coverage* section of the *Schedule of Benefits*.

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

1. employed or retained by the Policyholder; or
2. living in the Covered Person's household; or
3. a parent, sibling, spouse or child of the Covered Person.

**Usual and Customary Charge** means the normal charge, in the absence of insurance, made by the provider of any Appropriate Treatment, but not more than the prevailing charge in the area:

1. for a like service by a provider with similar training or experience; or
2. for a supply that is identical or substantially equivalent.

The final determination of all Usual and Customary Charges rests solely with Us.

## **ELIGIBILITY, EFFECTIVE DATE AND TERMINATION PROVISIONS**

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### **Policy Effective Date**

We agree to provide Blanket Accident Insurance Benefits described in this Policy in consideration of the Policyholder's application and payment of the initial premium when due. Insurance coverage begins on the Policy Effective Date shown on this Policy's first page.

### **Eligibility**

An individual becomes eligible for insurance under this Policy on the date he meets all of the requirements of one of the Covered Classes and completes any Eligibility Waiting Period, as shown in the *Schedule of Benefits*. An Eligible Person may be insured under only one Covered Class, even though he may be eligible under more than one Covered Class.

### **Effective Date for Individuals**

Insurance becomes effective for an Eligible Person on the latest of the following dates:

1. the effective date of this Policy; and
2. the date the individual becomes eligible.

### **Effective Date of Changes**

Any increase or decrease in the amount of insurance for a Covered Person resulting from a change in benefits provided by this Policy will take effect on the date of such change. Increases will take effect subject to any Active Service requirement.

### **Termination of Insurance**

The insurance on a Covered Person will end on the earliest date below:

1. the date the person is no longer in an Eligible Class;
2. the end of the last period for which premium is paid; or
3. the date this Policy terminates.

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

1. the end of the Benefit Period; and
2. the date benefits equal to any applicable Benefit Limit or Maximum, as shown in the *Schedule of Benefits*, have been paid;
3. the date benefits paid equal any applicable Policy Aggregate Maximum, as shown in the *Schedule of Benefits*.

## COMMON EXCLUSIONS

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In addition to any benefit-specific exclusions, benefits will not be paid for any Covered Injury or Covered Loss which, directly or indirectly, in whole or in part, is caused by or results from any of the following unless coverage is specifically provided for by name in the *Description of Benefits* Section:

1. intentionally self-inflicted Injury, suicide or any attempt thereat while sane or insane;
2. commission or attempt to commit a felony or an assault;
3. commission of or active participation in a riot or insurrection;
4. bungee jumping; parachuting; skydiving; parasailing; hang-gliding;
5. declared or undeclared war or act of war;
6. flight in, boarding or alighting from an Aircraft or any craft designed to fly above the Earth's surface, except as a fare-paying passenger on a regularly scheduled commercial or charter airline;
7. travel in or on any off-road motorized vehicle not requiring licensing as a motor vehicle;
8. participation in any motorized race or contest of speed;
9. an accident if the Covered Person is the operator of a motor vehicle and does not possess a valid motor vehicle operator's license; except while participating in Driver's Education Program;
10. sickness, disease, bodily or mental infirmity, bacterial or viral infection or medical or surgical treatment thereof, except for any bacterial infection resulting from an accidental external cut or wound or accidental ingestion of contaminated food;
11. travel or activity outside the United States or Canada;
12. the Covered Person's intoxication as determined according to the laws of the jurisdiction in which the Covered Accident occurred;
13. voluntary ingestion of any narcotic, drug, poison, gas or fumes, unless prescribed or taken under the direction of a Physician and taken in accordance with the prescribed dosage; or
14. injuries compensable under Workers' Compensation law or any similar law.

We will not pay benefits for:

15. services or treatment rendered by a Physician, Nurse or any other person who is:
  - a. employed or retained by the Policyholder;
  - b. living in the Covered Person's household; or
  - c. who is a parent, sibling, spouse or child of the Covered Person;
16. any Hospital Stay or days of a Hospital Stay that are not Appropriate Treatment for the condition and locality; or
17. a Covered Person's Covered Loss if:
  - a. he was driving a private passenger automobile at the time of the Covered Accident that resulted in the Covered Loss; and
  - b. he was intoxicated, as that term is defined by the law of the jurisdiction in which the Covered Accident occurred.

## **CLAIM PROVISIONS**

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### **Notice of Claim**

Written or authorized electronic/telephonic notice of claim must be given to Us within 31 days after a Covered Loss occurs or begins or as soon as reasonably possible. If written or authorized electronic/telephonic notice is not given in that time, the claim will not be invalidated or reduced if it is shown that such notice was given as soon as was reasonably possible. Notice can be given to Us at Our Administrative Office in New York, New York, to such other place as We may designate for the purpose, or to Our authorized agent. Notice should include the Policyholder's name and policy number and the Covered Person's name and address.

### **Claim Forms**

We will send claim forms for filing proof of loss when We receive notice of a claim. If such forms are not sent within 15 days after We receive notice, the proof requirements will be met by submitting, within the time fixed in this Policy for filing proof of loss, written or authorized electronic proof of the nature and extent of the loss for which the claim is made.

### **Claimant Cooperation Provision**

Failure of a claimant to cooperate with Us in the administration of the claim may result in termination of the claim. Such cooperation includes, but is not limited to, providing any information or documents needed to determine whether benefits are payable or the actual benefit amount due.

### **Proof of Loss**

Written or authorized electronic proof of loss satisfactory to Us must be given to Us at Our office, within 90 days of the loss for which claim is made. If written or authorized electronic notice is not given within that time, no claim will be invalidated or reduced if it is shown that such notice was given as soon as reasonably possible. In any case, written or authorized electronic proof must be given not more than one year after the time it is otherwise required, except if proof is not given solely due to the lack of legal capacity.

### **Time of Payment of Claims**

We will pay benefits due under this Policy immediately upon receipt of due written or authorized electronic proof of such loss.

### **Payment of Claims**

All benefits will be paid in United States currency. Benefits for loss of life will be payable in accordance with the Beneficiary provision and these Claim Provisions. All other proceeds payable under this Policy, unless otherwise stated, will be payable to the Covered Person or to his estate.

If We are to pay benefits to the estate or to a person who is incapable of giving a valid release, We may pay up to \$1,000 to a relative by blood or marriage whom We believe is equitably entitled. Any payment made by Us in good faith pursuant to this provision will fully discharge Us to the extent of such payment and release Us from all liability.

### **Beneficiary**

The beneficiary is the person or persons the Covered Person names or changes on a form executed by him and satisfactory to Us. This form may be in writing or by any electronic means agreed upon between Us and the Policyholder. Consent of the beneficiary is not required to affect any changes or to make any assignment of rights or benefits permitted by this Policy, unless the beneficiary has been designated as an irrevocable beneficiary.

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

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

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

1. spouse;
2. child or children;
3. mother or father;
4. sisters or brothers;
5. estate of the Covered Person.

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

We, at Our own expense, have the right and opportunity to examine the Covered Person when and as often as We may reasonably require while a claim is pending and to make an autopsy in case of death where it is not forbidden by law.

#### **Legal Actions**

No action at law or in equity may be brought to recover under this Policy less than 60 days after written or authorized electronic proof of loss has been furnished as required by this Policy. No such action will be brought more than three years after the time such written proof of loss must be furnished.

#### **Recovery of Overpayment**

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

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

If there is an overpayment due when the Covered Person dies, We may recover the overpayment from the Covered Person's estate.

## ADMINISTRATIVE PROVISIONS

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### Cancellation

We or the Policyholder may cancel this Policy, after the first year, by giving the other 60 days advance written notice. Any premium rate guarantee will not affect Our or the Policyholder's right to cancel this Policy.

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

Cancellation will not affect a claim for a Covered Loss resulting from a Covered Accident that occurred before the cancellation date.

### Grace Period

A Policy Grace Period of 31 days will be granted for payment of required premiums due after the first premium, unless:

1. We do not intend to renew this Policy beyond the period for which premium has been accepted; and
2. written notice of Our intention not to renew is delivered to the Policyholder at least 90 days before the premium is due.

This Policy will be in force during the Policy Grace Period. If the required premiums are not paid during the Policy Grace Period, insurance will end on the last day of the Grace Period. The Policyholder is liable to Us for any unpaid premium for the time this Policy was in force.

### Premiums

All premium rates are expressed in, and all premiums are payable in, United States currency. The premiums for this Policy will be based on the rates, as set forth in the *Schedule of Benefits* or subsequently changed, the plan and amounts of insurance in effect for Covered Persons and the premium mode selected, as shown in the *Schedule of Benefits*. We will provide notifications of premiums due or premium changes, by mail to the most current address in our files, to the Policyholder.

### Premium Payment

The total premium paid by the Policyholder is the sum of premiums for all Covered Persons. The initial premium is due on the Policy Effective Date and each succeeding premium is due on the next succeeding Premium Due Date, as shown in the *Schedule of Benefits*, unless the Policyholder and We agree to another mode of premium payment. Premiums are paid at our Administrative Office or to Our authorized agent.

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

### Changes in Premium Rates

We may change the premium rates from time to time with at least 31 days advance written notice to the Policyholder. No change in rates will be made until 12 months after the Policy Effective Date. An increase in rates will not be made more often than once in a 12-month period. However, We reserve the right to change rates at any time if any of the following events take place:

1. the terms of this Policy change;
2. coverage is reinstated following failure to pay premium during the Grace Period;
3. a change in any federal or state law or regulation is enacted, adopted or amended to the extent that it affects Our benefit obligations under this Policy; or
4. the Policyholder fails to provide sufficient information, as required by Us, to confirm adequacy of premiums and rates currently being paid.

Any increase or decrease in rate will take effect on the date of the applicable change specified above. A pro-rata adjustment will apply from the date of the change to the end of any period for which premium has been paid.

**Premium Audit**

We will have the right to audit books and records of the Policyholder at its place of business and during regularly-scheduled business hours, in order to determine the accuracy of premium paid.

**Reinstatement**

This Policy may be reinstated if it lapsed for nonpayment of premium. Requirements for reinstatement are written application of the Policyholder satisfactory to Us and payment of all overdue premiums. Any premium accepted in connection with a reinstatement will be applied to the earliest period for which premium was not previously paid.

## **GENERAL PROVISIONS**

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### **Entire Contract; Changes**

This Policy, including the endorsements, amendments and any attached papers, constitutes the entire contract of insurance. No change in this Policy will be valid until approved by one of Our executive officers and endorsed on or attached to this Policy. No agent has authority to change this Policy or to waive any of its provisions.

### **Misstatement of Fact**

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

### **Assignment**

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

### **Incontestability**

#### **1. Of This Policy**

All statements made by the Policyholder to obtain this Policy are considered representations and not warranties. No statement will be used to deny or reduce benefits or be used as a defense to a claim, or to deny the validity of this Policy unless a copy of the instrument containing the statement is, or has been, furnished to the Policyholder. After two years from the Policy Effective Date, no such statement will cause this Policy to be contested except for fraud.

#### **2. Of A Covered Person's Insurance**

All statements made by a Covered Person are considered representations and not warranties. No statement will be used to deny or reduce benefits or be used as a defense to a claim, unless a copy of the instrument containing the statement is, or has been, furnished to the claimant. In the event of a claimant's death or incapacity, his applicable representative shall be given a copy.

After two years from the Covered Person's effective date of insurance, or from the effective date of increased benefits, no such statement will cause insurance or the increased benefits to be contested except for fraud or lack of eligibility for insurance.

### **Reporting Requirements**

The Policyholder or its authorized agent must report all of the following to Us by the premium due date:

1. the number of persons insured on the Policy Effective Date;
2. the number of persons who are insured after the Policy Effective Date;
3. the number of persons whose insurance has terminated;
4. any additional information required by Us.

### **Clerical Error**

A Covered Person's insurance will not be affected by error or delay in keeping records of insurance under this Policy. If such error or delay is found, We will adjust the premium fairly.

### **Conformity with Statutes**

Any provisions in conflict with the requirements of any state or federal law that applies to this Policy are automatically changed to satisfy the minimum requirements of such laws.

### **Compensation Insurance**

This Policy is not in place of and does not affect any requirements for coverage under any Workers' Compensation law.

**CONDITIONS OF COVERAGE** (The Schedule will set forth the Conditions of Coverage applicable to the Policy.)

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This section describes the Conditions of Coverage under which benefits provided by this Policy become payable. Any benefits are payable only once, even though more than one Condition of Coverage may apply. Please read these and the *Common Exclusions* sections in order to understand all of the terms, conditions and limitations of coverage.

**POLICYHOLDER COVERAGE**

*Provisions, exclusions and other conditions concerning travel apply only if indicated on the Schedule of Benefits.*

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We will pay benefits provided by this Policy, subject to all applicable conditions and exclusions, when a Covered Person suffers a Covered Loss or Incurs Covered Expenses resulting, directly and independently of all other causes, from a Covered Accident that occurs during one of the Covered Activities shown in the *Schedule of Benefits*.

The Covered Activity must take place:

1. under one of the Conditions of Coverage shown in the *Schedule of Benefits*; and
2. on the premises of the Policyholder during normal hours of operation or during another scheduled time; or
3. at another site designated by the Policyholder where the Covered Activity is scheduled.

This Coverage also includes travel only within the United States and only directly and without interruption;

1. between the Covered Person's home or another meeting place designated by the Policyholder and the site of the Covered Activity; and
2. by common carrier or Policyholder arranged or provided transportation to the site of the Covered Activity, or by a private passenger automobile driven by an adult with a valid drivers' license.

**Exclusions** This coverage will not be in effect during:

1. the Covered Person's Personal Deviation; or
2. during travel to any Covered Activity that takes place outside the United States unless We have agreed to provide it in advance.

Other exclusions that apply to this coverage are in the *Common Exclusions* section.

## SCHOOL COVERAGE

*Provisions, exclusions and other conditions concerning travel apply only if indicated on the Schedule of Benefits.*

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We will pay benefits provided by this Policy, subject to all applicable conditions and exclusions, when a Covered Person suffers a Covered Loss or Incurs Covered Expenses resulting directly and independently of all other causes from a Covered Accident that occurs while he is participating in or attending one of the following School Covered Activities:

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

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

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

### **School Travel Coverage for Overnight Supervised and Sponsored School Activities**

Covered School Travel also includes travel to a Supervised and Sponsored School Activity, within or outside the United States when a Covered Person's participation in or attendance at it requires him to be away from his normal residence for a stay of one or more nights. Coverage for travel to any Covered Activity that takes place outside the United States will be covered only if We have agreed to it in writing.

### **Definitions**

For purposes of this coverage:

**Supervised and Sponsored School Activity** means a Covered Activity that:

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

*(Item 4 – Applicable per Covered Activities in the Schedule of Benefits.)*

**Supervised and Sponsored School Activities** does not include participating in tryouts, practice or any competitions or games for any interscholastic, intercollegiate or any sports activity not specifically shown in the *Schedule of Benefits*.

### **Exclusions**

1. This coverage will not be in effect during a Covered Person's Personal Deviation.
2. This coverage will not be in effect during travel to any Covered Activity that takes place outside the United States unless We have agreed in advance to provide it.

Other exclusions that apply to this coverage are in the *Common Exclusions* Section.

## SPORTS COVERAGE

*Provisions, exclusions and other conditions concerning travel apply only if indicated on the Schedule of Benefits.*

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We will pay benefits provided by this Policy, subject to all applicable conditions and exclusions, when the Covered Person suffers a Covered Loss or Incurs Covered Expenses resulting directly and independently of all other causes from a Covered Accident that occurs while he is participating in one of the following Sports Covered Activities:

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

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

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

### **Travel Coverage for Overnight Supervised and Sponsored Sports Activities**

Covered Sports Travel also includes travel to a Supervised and Sponsored Sports Activity, within or outside the United States when a Covered Person's participation in or attendance at it requires him to be away from his normal residence for a stay of one or more nights. Coverage for travel to any Covered Activity that takes place outside the United States will be covered only if We have agreed to it in writing.

### **Definitions**

For purposes of this coverage:

**Sports Organization** means a school, college or university, team, league or other organization, as named in the *Schedule of Benefits*, that organizes, sponsors, supervises, schedules or otherwise provides Sports Covered Activities.

**Supervised and Sponsored Sports Activity** means a Covered Activity that:

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

**Supervised and Sponsored Sports Activity** does not include participating in any activity, including tryouts, practice or any competitions or games for any sports activity not specifically shown in the *Schedule of Benefits*.

### **Exclusions**

1. This coverage will not be in effect during any sports activity unless it is sponsored, organized, supervised, scheduled or otherwise provided by the Sports Organization named in the *Schedule of Benefits*.
2. This coverage will not be in effect during travel to any Covered Activity that takes place outside the United States unless We have agreed in advance to provide it.
3. This coverage will not be in effect during a Covered Person's Personal Deviation.

Other exclusions that apply to this coverage are in the *Common Exclusions* Section.

## ACCIDENT INDEMNITY BENEFITS

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This Section describes the Accident Indemnity Benefits provided by this Policy. Benefit amounts and any applicable time requirements and limitations are shown in the *Schedule of Benefits*. Please read this and the *Common Exclusions* section in order to understand all of the terms, conditions and limitations applicable to these benefits.

### ACCIDENTAL DEATH AND DISMEMBERMENT BENEFITS

#### Covered Loss

We will pay the benefit for any one of the Covered Losses listed in the *Schedule of Benefits*, if the Covered Person suffers a Covered Loss resulting directly and independently of all other causes from a Covered Accident within the applicable time period specified in the *Schedule of Benefits*.

If the Covered Person sustains more than one Covered Loss as a result of the same Covered Accident, benefits will be paid for the Covered Loss for which the largest available benefit is payable.

If a Covered Accident causes the Covered Person's death, the total of all Benefits We will pay for Accidental Death and any other Covered Losses will not exceed the largest Benefit payable for a Covered Loss.

#### Definitions

(The Schedule will set forth Accidental Death and Dismemberment Benefits provided. Please note that the type of losses have specific meanings, will be in bold face text in this Policy, and have the meanings set forth below.)

**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 all vision in one eye which is irrecoverable by natural, surgical or artificial means.

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

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

**Loss of a Thumb and Index Finger of the Same Hand or Four Fingers of the Same Hand** means complete Severance through or above the metacarpophalangeal joints of the same hand (the joints between the fingers and the hand).

**Paralysis or Paralyzed** means total loss of use of a limb. A Physician must determine the loss of use to be complete and irreversible.

**Quadriplegia** means total Paralysis of both upper and both lower limbs.

**Paraplegia** means total Paralysis of both lower limbs or both upper limbs.

**Hemiplegia** means total Paralysis of the upper and lower limbs on one side of the body.

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

**Exclusions** The exclusions that apply to this benefit are in the *Common Exclusions* Section.

## SCOPE OF COVERAGE APPLICABLE TO MEDICAL EXPENSE BENEFITS

(The Schedule will set forth whether your Coverage applicable to Accident Medical Benefits shall be Primary Medical Expense, Primary Excess or Full Excess Medical Expense coverage. Please note that the terms Primary Medical Expense, Primary Excess or Full Excess Medical Expense have specific meanings, will be in bold face text in this Policy, and have the meanings set forth below.)

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

### **Other Health Care Plan Benefits**

When another Health Care Plan provides benefits in the form of services rather than cash payments, We will consider the reasonable cash value of such service in determining whether any Deductible has been satisfied, or any amount by which any benefit provided by this Policy will be reduced.

### **Primary Medical Expense**

We will pay Covered Expenses without regard to any Health Care Plan the Covered Person may have, after any applicable Deductible has been satisfied.

### **Primary Excess Medical Expense**

We will pay Covered Expenses, up to the Primary Excess Benefit shown in the *Schedule of Benefits* after the Covered Person satisfies any applicable Deductible, without regard to any other Health Care Plan he may have. We then pay Covered Expenses only when they are in excess of amounts payable by any other Health Care Plan, whether or not claim has been made for benefits it provides.

We will pay benefits without regard to any Coordination of Benefits provision in such Health Care Plan.

Any Covered Expenses payable under this provision will be reduced by the Other Health Care Plan Reduction Percentage shown in the *Schedule of Benefits* if:

1. the Covered Person has coverage under another Health Care Plan;
2. the Other Health Care Plan is an HMO, PPO or similar arrangement; and
3. the Covered Person does not use the facilities or services of the HMO, PPO or similar arrangement.

Covered Expenses will not be reduced for:

- (a) emergency treatment within 24 hours after a Covered Accident which occurred outside the geographic service area of the HMO, PPO or similar arrangement; and
- (b) services rendered in a non-network facility or by a non-network provider, when such services are required for emergency treatment within 24 hours of a Covered Accident.

### **Full Excess Medical Expense**

We will pay Covered Expenses:

1. after the Covered Person has satisfied any applicable Deductible; and
2. only when they are in excess of amounts payable by any Other Health Care Plan whether or not claim has been made for benefits it provides.

We will pay benefits without regard to any Coordination of Benefits provision in such Health Care Plan.

Any Covered Expenses payable under this provision will be reduced by the Other Health Care Plan Reduction Percentage shown in the *Schedule of Benefits* if:

1. the Covered Person has coverage under another Health Care Plan;
2. the Other Health Care Plan is an HMO, PPO or similar arrangement; and
3. the Covered Person does not use the facilities or services of the HMO, PPO or similar arrangement.

Covered Expenses will not be reduced for:

- (a) emergency treatment within 24 hours after a Covered Accident which occurred outside the geographic service area of the HMO, PPO or similar arrangement; and
- (b) services rendered in a non-network facility or by a non-network provider, when such services are required for emergency treatment within 24 hours of a Covered Accident.

**Definitions** For purposes of the Accident Medical Benefits provided by this Policy:

**HMO** or Health Maintenance Organization means any organized system of health care that provides health maintenance and treatment services for a fixed sum of money agreed and paid in advance to the provider or service.

**PPO** or Preferred Provider Organization means an organization offering health care services through designated health care providers who agree to perform those services at rates lower than non-Preferred Providers.

## ACCIDENT MEDICAL EXPENSE BENEFITS

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We will pay benefits shown in the *Schedule of Benefits* for Covered Expenses Incurred by a Covered Person, subject to all applicable conditions and exclusions, for treatment of an injury that resulted directly and independently of all other causes from a Covered Accident.

Benefits will be paid:

1. when Covered Expenses Incurred exceed any applicable Deductible within the number of days from the date of the Covered Accident specified in the *Schedule of Benefits*; and
2. as long as the first expense has been Incurred within the number of days specified in the *Schedule of Benefits*; and
3. until any applicable Benefit Period shown in the *Schedule of Benefits* has expired; and
4. until the total of Covered Expenses paid equals any applicable Benefit Limit or maximum benefit shown in the *Schedule of Benefits*; and
5. until benefits paid equal the Maximum for Accident Medical Expense Benefits shown in the *Schedule of Benefits*.

### Covered Expenses

#### Inpatient Hospital Services

Room and Board Expenses – We will pay for

1. confinement in an intensive or coronary care unit, up to the maximum daily benefit shown in the *Schedule of Benefits* for each day of such confinement; and
2. any other confinement, up to the maximum daily benefit shown in the *Schedule of Benefits* for each day of the Hospital Stay.

Miscellaneous Expenses – We will pay the Miscellaneous Expenses charged by a Hospital or ambulatory surgical center for outpatient surgery. Miscellaneous Expenses include, but are not limited to, X-ray, laboratory, in-Hospital physiotherapy, nurse services, orthopedic appliances, pre-admission tests and all necessary charges other than room and board, for services received during a Hospital Stay.

#### Ambulatory Medical Center

We will pay Covered Expenses Incurred for medical or surgical treatment provided in a licensed facility that provides ambulatory surgical or medical treatment and is not a Hospital or Physician's office.

#### Emergency Room Treatment

We will pay Covered Expenses Incurred for outpatient emergency room treatment performed in a Hospital, up to the Maximum Benefit shown in the *Schedule of Benefits*. When emergency room treatment is immediately followed by admission to a Hospital, such treatment will be a Hospital Covered Expense.

**Physician Services** – We will pay Covered Expenses for Covered Expenses listed below.

#### Surgery

1. Covered Expenses charged for performing a surgical procedure. Two or more surgical procedures through the same incision will be considered as one procedure. We will pay up to 150% of the benefit for a surgical procedure when more than one surgical procedure through different operating fields is performed during the same surgical session; and
2. Covered Expenses charged by an assistant surgeon assisting a Physician performing a surgical procedure;
3. Covered Expenses charged for treatment of fractured and dislocated bones, operations that involve cutting or incision and/or suturing of wounds or any other surgical procedure, including aftercare, which is given in the outpatient department of a Hospital or an ambulatory surgical center; and
4. Any braces, splints or other devices required after surgery to ensure proper healing.

Use of Physician's Surgical Facilities – Covered Expenses charged for the use of a Physician's surgical facilities.

Second Opinion or Consultation – Covered Expenses charged by a Physician for a second surgical opinion or consultation.

Physician's Assistant – Covered Expenses charged by a Physician's Assistant for other than pre-or post-operative care, second opinion or consultation:

1. for in-Hospital visits; and
2. for office visits.

Anesthesia and its administration – Covered Expenses charged by a Physician for anesthesia and its administration.

In-Hospital or Office Visits – Covered Expenses charged by a Physician for other than pre-or post-operative care, second opinion or consultation;

1. for in-Hospital visits; and
2. for office visits.

#### **Outpatient X-Ray, CT Scan, MRI and Laboratory Tests**

We will pay Covered Expenses Incurred for X-rays except dental X-rays, CT Scans, MRI's and laboratory tests.

#### **Outpatient Physiotherapy**

We will pay Covered Expenses Incurred for outpatient physiotherapy, which includes (a) acupuncture, (b) microthermy, (c) chiropractic adjustment, (d) manipulation, (e) diathermy, (f) massage therapy, (g) heat treatment, and (h) ultrasound treatment.

#### **Nursing Services**

We will pay Covered Expenses Incurred for services other than routine Hospital care, rendered by a Nurse.

#### **Ambulance Services**

We will pay Covered Expenses Incurred for ground or air ambulance service to transport a Covered Person from the place where a Covered Accident occurred to the nearest medically appropriate facility. We will pay Covered Expenses Incurred for ground or air ambulance transportation from the nearest medical facility to another appropriate medical facility if a Physician specifies in writing that specialized care not available in the first facility to which the Covered Person was transported is necessary to treat his injury.

#### **Medical Equipment Rental**

We will pay Covered Expenses Incurred for rental or, if less, for purchase of:

1. a wheelchair or hospital bed; or
2. other medical equipment that has permanent or temporary therapeutic value for the Covered Person and that can only be used by him. Permanent or therapeutic value is determined solely by Us. Examples of items that are not covered include but are not limited to computers, motor vehicles and modifications thereof, and ramps and installation costs.

#### **Medical Services and Supplies**

We will pay Covered Expenses Incurred for:

1. blood and blood transfusions, including processing and administration; and
2. cost and administration of oxygen and other gasses.

We will not pay for storage of blood for any reason.

## **Dental Services**

We will pay Covered Expense Incurred for dental treatment, including X-rays, for injury to a tooth:

1. with no fillings or cavities or only fillings or cavities that do not undermine the tooth cusps; and
2. for which pulpal tissues are healthy and intact; and
3. for which periodontal tissue shows little or no signs of active or chronic inflammation. For insurance review purposes, each tooth unit is evaluated under these criteria rather than a blanket rating of the whole mouth.

Covered Expenses include examinations, X-rays, restorative treatment, endodontics, oral surgery, initial braces required for treatment of an injury and treatment of gingivitis resulting from trauma.

Covered Expenses must be Incurred within the Benefit Period shown in the *Schedule of Benefits*. If there is more than one way to treat a dental problem, We will pay based on the least expensive procedure if that procedure meets commonly accepted standards of the American Dental Association.

## **Prescription Drugs**

We will pay Covered Expenses Incurred for drugs that

1. can only be obtained through a Physician's written prescription; and
  2. are approved for such prescription use by the Federal Drug Administration (FDA).
- We will also pay Covered Expenses Incurred for drugs that meet (1.) above and are prescribed by a Physician for therapeutic use not specifically approved by the FDA. The Covered Expense for a prescription drug is limited to the cost of a generic drug unless substitution of a generic drug is prohibited by law, no generic drug is available, or the Covered Person's Physician specifically request that a non-generic drug be dispensed.

## **Excluded Expenses**

None of the following will be considered Covered Expenses unless coverage is specifically provided.

1. Blood, blood plasma or blood storage except expenses by a Hospital for processing or administration of blood.
2. Cosmetic surgery or care, or treatment solely for cosmetic purposes, or complications therefrom. This exclusion does not apply to:
  - a. cosmetic surgery resulting from an accident, if initial treatment of the Covered Person is begun within 12 months of the date of the Accident;
  - b. reconstruction incidental to or following surgery resulting from a Covered Accident.
3. Any elective or routine treatment, surgery, health treatment or examinations.
4. Examination or prescriptions for, or purchase of, eyeglasses, contact lenses or hearing aids.
5. Treatment in any Veterans' Administration, Federal or state facility unless there is a legal obligation to pay.
6. Services or treatment provided by persons who do not normally charge for their services, unless there is a legal obligation to pay.
7. Rest cures or custodial care.
8. Repair or replacement of existing dentures, partial dentures, braces or bridgework.
9. Personal services such as television and telephone, or transportation.
10. Expenses payable by any automobile insurance policy without regard to fault.
11. Services or treatment provided by an infirmary operated by the Policyholder.
12. Treatment of injuries that result over a period of time, such as blisters, tennis elbow, et al, that are a normal, foreseeable result of participation in the Covered Activity.
13. Treatment or service provided by a private duty nurse.
14. Treatment of hernia of any kind.
15. Treatment of injury resulting from a condition that a Covered Person knew existed on the date of a Covered Accident, unless we have received a written medical release from his Physician.

Other Exclusions that apply to this Benefit are in the *Common Exclusions* Section.

## LIMITATIONS

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*When the Scope of Coverage indicated in the Schedule of Benefits is Primary Medical Expense, this provision applies.*

### **Non-Duplication of Benefits**

This provision applies if:

1. any other Health Care Plan covers the Covered Person; and
2. total benefits under all Plans would exceed the expenses actually incurred; and
3. We are not defined as primary under another Health Care Plan's Coordination of Benefits provision.

When the total of benefits payable by all Health Care Plans, whether or not claim is made for those benefits, exceeds Covered Expenses incurred, any Expense-Incurred Medical Benefits We pay will be reduced by such excess.

*When the Scope of Coverage indicated in the Schedule of Benefits is Primary Excess Medical Expense or Full Excess Medical Expense, this provision applies.*

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

This provision applies if benefits under any other Health Care Plan are Covered Expenses under this Policy and coverage under this Policy and the other Plan are excess.

We pay a pro rata share of the total amount of Covered Expenses. In no case will the total benefits payable exceed 100% of the Covered Expenses.

Our pro rata share equals the total of benefits payable under this Policy multiplied by a fraction, of which the numerator is the benefits We pay and the denominator is the total of benefits payable by all Health Care Plans for the same Covered Accident.



## AMENDMENT

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This amendment is attached to and made part of this Policy. Its provisions are intended to conform this Policy to the laws of the State of California and apply only to residents of California insured under it.

Policyholder	Refer to Page 1 of Policy
Policy Number	Refer to Page 1 of Policy
Amendment Effective Date	Refer to Page 1 of Policy

1. Section **CLAIM PROVISIONS** is amended as follows:

A. **Notice of Claim** is replaced by the following:

**Notice of Claim**

Written or authorized electronic/telephonic notice of claim must be given to Us within 31 days after the occurrence or commencement of a Covered Loss, or as soon thereafter as is reasonably possible. Notice given by or on behalf of the Covered Person to Us at Our Administrative Office in New York, New York, or to any authorized agent of Ours, with information sufficient to identify the Covered Person, shall be deemed notice to Us.

B. **Claim Forms** is replaced by the following:

We, upon receipt of a written or authorized electronic/telephonic notice of claim, will furnish to the Covered Person such forms as are usually furnished by Us for filing proof of loss. If such forms are not furnished within 15 days the giving of such notice, the Covered Person shall be deemed to have complied with the requirements of this Policy as to proof of loss upon submitting, within the time fixed in the policy for filing proofs of loss, written or authorized electronic proof covering the occurrence, the character and the extent of the loss for which the claim is made.

C. **Claimant Cooperation Provision** is deleted.

D. **Proof of Loss** is replaced by the following:

Written or authorized electronic proof of loss must be furnished to Us, within 90 days after the date of such loss. Failure to furnish such proof within the time required shall not invalidate nor reduce any claim if it was not reasonably possible to give proof within such time, provided such proof is furnished as soon as reasonably possible and in no event, except in the absence of legal capacity of the Covered Person, later than one year from the time proof is otherwise required.

E. **Beneficiary** is amended as follows:

“and satisfactory to Us” is deleted.

F. **Physical Examination and Autopsy** is replaced by the following:

**Physical Examination and Autopsy**

We, at Our own expense, have the right and opportunity to examine the person of the Covered Person whose Covered Accident is the basis of claim when and as often as We may reasonably

require while a claim is pending and to make an autopsy in case of death where it is not forbidden by law.

G. **Recovery of Overpayment** is amended by the addition of the following:

Under California regulation, it is Our obligation to provide the Covered Person a written accounting of the basis for overpayment.

2. The definition of **Loss of a Thumb and Index Finger of the Same Hand or Four Fingers of the Same Hand** in Section **ACCIDENT INDEMNITY BENEFITS** is replaced by the following:

**Loss of a Thumb and Index Finger of the Same Hand or Four Fingers of the Same Hand** means complete Severance of at least one whole phalanx of the same hand.

3. The attached notices are included with all policies issued in California.

QBE Insurance Corporation

A handwritten signature in black ink, appearing to read 'T. Jones', with a long horizontal stroke extending to the right.

Todd Jones, President

## **NOTICE TO POLICYHOLDERS/INSUREDS**

We are here to serve you...

As our policyholder/insured, your satisfaction is very important to us. Should you have a valid claim, we fully expect to provide a fair settlement in a timely fashion.

If you are not satisfied...

If you have any questions or complaints about your insurance, please write to our Director of Claims or Department of Consumer Relations at the following address, or call us using our toll-free telephone number.

**QBE Insurance Corporation  
55 Water Street  
New York, New York 10041  
877-772-6771**

If, after contacting us, you feel that your problem is not resolved or you are not being treated fairly, you may contact the California Department of Insurance by writing to them at the following address or using their toll-free telephone number:

**Consumer Services Division  
State of California  
Department of Insurance  
300 South Spring Street  
South Tower, Suite 201  
Los Angeles, CA 90013**

**Toll-Free Consumer Hotline in California: 1-800-927-HELP  
Area codes 213, 310, and 818 and out-of-state: 1-213-897-8921**



## NOTICE OF PROTECTION PROVIDED BY CALIFORNIA LIFE AND HEALTH INSURANCE GUARANTEE ASSOCIATION

This notice provides a brief summary regarding the protections provided to policyholders by the California Life and Health Insurance Guarantee Association ("the Association"). The purpose of the Association is to assure that policyholders will be protected, within certain limits, in the unlikely event that a member insurer of the Association becomes financially unable to meet its obligations. Insurance companies licensed in California to sell life insurance, health insurance, annuities and structured settlement annuities are members of the Association. The protection provided by the Association is not unlimited and is not a substitute for consumers' care in selecting insurers. This protection was created under California law, which determines who and what is covered and the amounts of coverage.

Below is a brief summary of the coverages, exclusions and limits provided by the Association. This summary does not cover all provisions of the law; nor does it in any way change anyone's rights or obligations or the rights or obligations of the Association.

### **COVERAGE**

- **Persons Covered**

Generally, an individual is covered by the Association if the insurer was a member of the Association *and* the individual lives in California at the time the insurer is determined by a court to be insolvent. Coverage is also provided to policy beneficiaries, payees or assignees, whether or not they live in California.

- **Amounts of Coverage**

The basic coverage protections provided by the Association are as follows.

- **Life Insurance, Annuities and Structured Settlement Annuities**

For life insurance policies, annuities and structured settlement annuities, the Association will provide the following:

- **Life Insurance**
  - 80% of death benefits but not to exceed \$300,000
  - 80% of cash surrender or withdrawal values but not to exceed \$100,000
- **Annuities and Structured Settlement Annuities**
  - 80% of the present value of annuity benefits, including net cash withdrawal and net cash surrender values but not to exceed \$250,000.

The maximum amount of protection provided by the Association to an individual, for *all* life insurance, annuities and structured settlement annuities is \$300,000, regardless of the number of policies or contracts covering the individual.

- **Health Insurance**

The maximum amount of protection provided by the Association to an individual, as of April 1, 2011, is \$470,125. This amount will increase or decrease based upon changes in the health care cost component of the consumer price index to the date on which an insurer becomes an insolvent insurer.

## **COVERAGE LIMITATIONS AND EXCLUSIONS FROM COVERAGE**

The Association may not provide coverage for this policy. Coverage by the Association generally requires residency in California. You should not rely on coverage by the Association in selecting an insurance company or in selecting an insurance policy.

The following policies and persons are among those that are excluded from Association coverage:

- A policy or contract issued by an insurer that was not authorized to do business in California when it issued the policy or contract.
- A policy issued by a health care service plan (HMO), a hospital or medical service organization, a charitable organization, a fraternal benefit society, a mandatory state pooling plan, a mutual assessment company, an insurance exchange, or a grants and annuities society.
- If the person is provided coverage by the guaranty association of another state.
- Unallocated annuity contracts; that is, contracts which are not issued to and owned by an individual and which do not guaranty annuity benefits to an individual.
- Employer and association plans, to the extent they are self-funded or uninsured.
- A policy or contract providing any health care benefits under Medicare Part C or Part D.
- An annuity issued by an organization that is only licensed to issue charitable gift annuities.
- Any policy or portion of a policy which is not guaranteed by the insurer or for which the individual has assumed the risk, such as certain investment elements of a variable life insurance policy or a variable annuity contract.
- Any policy of reinsurance unless an assumption certificate was issued.
- Interest rate yields (including implied yields) that exceed limits that are specified in Insurance Code Section 1607.02(b)(2)(C).

## **NOTICES**

Insurance companies or their agents are required by law to give or send you this notice. Policyholders with additional questions should first contact their insurer or agent. To learn more about coverages provided by the Association, please visit the Association's website at [www.califega.org](http://www.califega.org), or contact either of the following:

California Life and Health Insurance  
Guarantee Association  
P.O. Box 16860  
Beverly Hills, CA 90209-3319  
(323) 782-0182

California Department of Insurance  
Consumer Communications Bureau  
300 South Spring Street  
Los Angeles, CA 90013  
(800) 927- 4357

**Insurance companies and agents are not allowed by California law to use the existence of the Association or its coverage to solicit, induce or 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 California law, then California law will control.**

# FACTS

## WHAT DOES QBE DO WITH YOUR PERSONAL INFORMATION?

<b>Why?</b>	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some, but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
<b>What?</b>	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> <li>• Social Security number and payment history</li> <li>• Medical information and purchase history</li> <li>• Credit-based insurance scores and insurance claim history</li> </ul> <p>When you are <b>no longer</b> our customer, we continue to share your information as described in this notice.</p>
<b>How?</b>	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons QBE chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does QBE share?	Can you limit this sharing?
<b>For our everyday business purposes—</b> such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
<b>For our marketing purposes—</b> to offer our products and services to you	Yes	No
<b>For joint marketing with other financial companies</b>	No	We don't share
<b>For our affiliates' everyday business purposes—</b> information about your transactions and experiences	Yes	No
<b>For our affiliates' everyday business purposes—</b> information about your creditworthiness	No	We don't share
<b>For nonaffiliates to market to you</b>	No	We don't share

<b>Questions?</b>	Call 800-362-5448 or go to <a href="http://www.qbe.com/us">www.qbe.com/us</a>
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## Who we are

<b>Who is providing this notice?</b>	General Casualty Company of Wisconsin, General Casualty Insurance Company, Hoosier Insurance Company, North Pointe Insurance Company, Praetorian Insurance Company, QBE Americas, Inc., QBE Insurance Corporation, QBE Specialty Insurance Company, Regent Insurance Company, Southern Fire & Casualty Company, Southern Pilot Insurance Company, Stonington Insurance Company, Unigard Insurance Company
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## What we do

<b>How does QBE protect my personal information?</b>	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. We restrict access to personal information about you to staff on a "need to know" basis.
<b>How does QBE collect my personal information?</b>	We collect your personal information, for example, when you: <ul style="list-style-type: none"> <li>• Apply for insurance or pay insurance premiums</li> <li>• File an insurance claim or provide employment information</li> <li>• Give us your contact information</li> </ul> We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.
<b>Why can't I limit all sharing?</b>	Federal law gives you the right to limit only: <ul style="list-style-type: none"> <li>• sharing for affiliates' everyday business purposes—information about your creditworthiness</li> <li>• affiliates from using your information to market to you</li> <li>• sharing for nonaffiliates to market to you</li> </ul> State laws and individual companies may give you additional rights to limit sharing. See below for more on your rights under state law.

## Definitions

<b>Affiliates</b>	Companies related by common ownership or control. They can be financial and nonfinancial companies. <ul style="list-style-type: none"> <li>• Our affiliates include the financial companies listed in the "Who is providing this notice?" section.</li> </ul>
<b>Nonaffiliates</b>	Companies not related by common ownership or control. They can be financial and nonfinancial companies. <ul style="list-style-type: none"> <li>• QBE does not share with nonaffiliates so they can market to you.</li> </ul>
<b>Joint marketing</b>	A formal agreement between nonaffiliated financial companies that together market financial products or services to you. <ul style="list-style-type: none"> <li>• QBE does not joint market.</li> </ul>

## Other important information

We may give your personal information to insurance support organizations that may keep it or give it to other companies that may use the same service. We may share medical information so we can learn if you qualify for coverage, process claims or prevent fraud, or if you say we can. To see your information, write to us at **QBE, Attn: Privacy Official, Corporate Legal Department, One QBE Way, Sun Prairie, WI 53596** and provide us with your name, address, date of birth and policy numbers. Within 30 days of receipt, we will tell you what information we have. You may write us and ask us to correct, amend or delete any information that is incorrect. We will let you know what action we take. If you do not agree with our actions, you may send us a rebuttal statement.

**AZ, CA, GA, IL, ME, MA, MN, MT, NV, NJ, NM, NC, ND, OH, OR, VT and VA customers.** We may not disclose your personal information with non-affiliated third parties unless you authorize us to, or if permitted by law.

**California customers.** We limit sharing information about you among our affiliates unless allowed by California law.

**Maine customers.** You have the right to know the reasons for an adverse underwriting decision. Previous adverse underwriting decisions may not be used as the basis for subsequent underwriting decisions unless we make an independent evaluation of the underlying facts. You have the right not to be subjected to pretext interviews.

**North Carolina customers.** We may not disclose your Social Security number unless you authorize us to, or if permitted by law.

# QBE Affiliates Privacy Notice for California Residents

## [Short-Form Notice]

Effective Date: 1/1/2020

This short-form **Privacy Notice for California Residents** supplements the information contained in the **QBENA Privacy Statement** of QBE Affiliates and the full **QBE Affiliates Privacy Notice for California Residents** located at <https://www.qbe.com/us/legal>, and applies solely to all visitors, users, and others who reside in the State of California (“consumers” or “you”). We adopt this notice to comply with the California Consumer Privacy Act of 2018 (CCPA) and any defined terms in the CCPA have the same meaning when used in this notice.

The California Consumer Privacy Act of 2018 (CCPA) provides California residents specific privacy rights:

**-The Right to Receive Notice** of the personal information collected from you and the purposes for which the categories of personal information will be used;

**-The Right to Access** the personal information we have collected about you;

**-The Right to Opt-Out** of the sale of your personal information [**QBE Affiliates do not sell your personal information**];

**-The Right to Request Deletion** of your personal information from our databases; and

**-The Right to Equal Services and Prices.**

A full explanation of California resident’s privacy rights and how to exercise them under CCPA can be easily located at <https://www.qbe.com/us/legal>.

**Note: The majority (if not all) of the information collected about you by QBE Affiliates will fall into the exclusion for sector-specific privacy laws (specifically GLBA and HIPAA). In such cases, the general Privacy Notice found at <https://www.qbe.com/us/legal> applies.**

**To the extent QBE Affiliates collect information about you which is not subject to exception or exclusion under the CCPA, the full QBE Affiliates Privacy Notice for California Residents applies**

We reserve the right to amend this short-form privacy notice at our discretion and at any time. When we make changes to this privacy notice, we will notify you by email or through a notice on our website homepage.

If you have any questions or comments about this notice, our Privacy Statement, the ways in which we collect and use your personal information, your choices and rights regarding such use, or wish to exercise your rights under California law, please do not hesitate to contact us at:

**QBE North America  
Attn: Privacy Official  
Corporate Legal Department  
One QBE Way  
Sun Prairie, WI 53596  
1.800.362.5448**