

**BLANKET ACCIDENT
CERTIFICATE OF INSURANCE**

We, CIGNA Life Insurance Company of New York, called We, Us or Our, have issued a Blanket Accident Policy,

Policy No. NIB000016

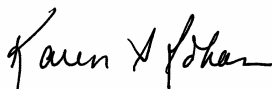
to Nichols School
1250 Amherst St
Buffalo, NY 14216.

We certify that We insure all Eligible Persons, who are enrolled according to the terms of the Blanket Accident Policy. Your coverage will begin according to the terms set forth in the Eligibility for Insurance and Effective Date of Insurance provisions shown in Your Insurance Provisions Section.

This Certificate describes the benefits and basic provisions of your coverage. You should read it with care so You will understand Your coverage.

This is not the insurance contract. It does not waive or alter any terms of the Policy. You may examine the Policy at the office of the Policyholder.

This Certificate replaces any and all Certificates which may have been issued to You in the past under the Blanket Accident Policy.



President

This policy provides insurance **only** for **ACCIDENTS**. It does NOT provide basic hospital, basic medical or major medical insurance, as defined by the New York State Insurance Department.

IMPORTANT NOTICE--THIS POLICY DOES NOT PROVIDE COVERAGE FOR SICKNESS.

Comment: After the filing process I realized that the disclosure statement was not in conformance with NY requirements. Since this statement is something that has been scrutinized in Market Conduct Reviews, I changed the language to that specifically required by NY reg 52.61

SCHEDULE OF BENEFITS

This Certificate 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 provisions carefully.

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

Certificate Effective Date: 08/01/2009
Certificate Term: 08/01/2009-08/01/2010

Eligible Persons: All full time students attending The Nichols School and all students visiting The Nichols School.

CONDITIONS OF COVERAGE

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

School Coverage

Personal Deviations covered No

Covered Activity: Policyholder Sponsored and Supervised Activities including interscholastic sports excluding senior high school interscholastic tackle football.

Coverage applies to all enrolled full time students, 24 hour each day, including sports.

Coverage applies to visiting students while participating in Policyholder Sponsored and Supervised activities on the premises of the policyholder only.

INDEMNITY BENEFITS

ACCIDENTAL DEATH AND DISMEMBERMENT BENEFITS

Principal Sum	\$15,000
Covered Losses must occur within	365 days of the Covered Accident unless described otherwise in the Policy

SCHEDULE OF COVERED LOSSES

Covered Loss	Benefit
Loss of Life	100% of the Principal Sum
Loss of Two or More Hands or Feet	100% of the Principal Sum
Loss of Sight of Both Eyes	100% of the Principal Sum
Loss of One Hand or Foot and Sight in One Eye	100% of the Principal Sum
Loss of One Hand or Foot	50% of the Principal Sum
Loss of Sight in One Eye	50% of the Principal Sum
Loss of Thumb and Index Finger of the Same Hand	25% of the Principal Sum

Aggregate Limit Of Indemnity

Applies to all Conditions of Coverage

Amount: \$500,000

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.

BA-01-1101.33

EXPENSE INCURRED MEDICAL BENEFITS

Any benefit limits and benefit percentages for *Expense-Incurred Medical 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 EXPENSE-INCURRED MEDICAL BENEFITS

Full Excess Medical Expense	
Other Health Plan Reduction	20%

ACCIDENT MEDICAL EXPENSE BENEFIT

Total Maximum for all Accident Medical Expense Benefits	\$25,000
---	----------

First Covered Expenses must be	
Incur within	180 days after the Covered Accident
Benefit Period*	3 years from the date of the Covered Accident
Deductible	\$0
applies to	each Covered Accident, per Covered Person.

Covered Expenses Benefit Percentage and Other Limits

Determination of the amount of each Covered Expense, and where applicable, each Usual and Customary Charge, will be made solely by Us.

In-Patient Hospital Services

Room and Board Expenses	
Intensive Care Unit	100% up to two times average semi-private room rate
Private/Semi-Private Room	100% up to the semi-private daily room rate
Hospital Miscellaneous Expenses	100%
Inpatient X-ray, CT scan, MRI, laboratory tests	100%
Ambulatory Medical Center	100%
Emergency Room Treatment	100%

Physician Services	
Surgery	100%
Assistant Surgeon	100%
Physician Assistant	100%
Use of Physician's Surgical Facilities	100%
Second Opinion or Consultation	100%
Anesthesia and its Administration	100%
In-Hospital Visits	100%
Office Visits	100%
Out Patient X-Ray, CT Scan, MRI and Laboratory Tests	100%
Out Patient Physiotherapy	100%
Out Patient Nursing Services	100%
Ambulance Services	100%
Medical Equipment Rental	100%
Dental Services	100%
Prescription Drugs	100%

BA-01-1101.33

Full Excess

Supervised and Sponsored School Activity include participating in tryouts, practice or any competitions or games for football.

Exclusions

1. This coverage will not be in effect during the 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, its possessions, or the countries of Canada and Mexico unless We have agreed in advance to provide it.
3. This coverage will not be in effect during a school activity that was not a School Covered Activity during the preceding school year, unless We have agreed in advance to provide it.

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

BA-01-2017.00

GENERAL DEFINITIONS

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.

Age - The Covered Person's age, for purposes of initial premium calculations, is his Age attained on the later of the first day of the Policy Term and the date coverage becomes effective for him under this Policy.

Aircraft - A vehicle which:

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

Covered Accident - A sudden, unforeseeable, event that results, directly and independently of all other causes, in a Covered Injury or Covered Loss and meets all of the following conditions:

1. occurs while the Covered Person is insured under this Policy;
2. occurs under one of the Conditions of Coverage specified in the *Schedule of Benefits*;
3. is not contributed to by disease, Sickness, or mental or bodily infirmity;
4. is not otherwise excluded under the terms of this Policy.

Covered Activity - Any recurring activity that is shown in the *Schedule of Benefits* and:

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

Covered Injury - Any bodily harm that results, directly and independently of all other causes, from a Covered Accident. A Covered Injury does not include aggravation of an injury sustained before the Covered Accident.

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

He, His, Him - Refers to any individual, male or female.

Hospital - 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.

BA-01.1200.33

Full Excess

*Dental Services furnished after the end of the Benefit Period will be deemed to have been incurred during the Benefit Period, provided that the Covered Person submits, within the Benefit Period, a Physician's statement that such Dental Services are necessary and cannot be completed by the end of the Benefit Period. The statement must also include an estimate of cost and duration for any such Dental Services.

Mandated Benefits- required by New York Insurance Law to the extent that they are appropriate for the care and treatment of a Covered Injury sustained by a Covered Person 100% up to \$1,000.

BA-01-1101.33

Full Excess

ELIGIBILITY, EFFECTIVE DATE, AND TERMINATION PROVISIONS

Policy Effective Date-The Insurance Company agrees to provide Accident Insurance Benefits described in this Policy in consideration of the Policyholder's application and payment of the Premium when due. Insurance begins on the Policy Effective Date shown on this Policy's first page.

Eligibility-A person is eligible for insurance under this Policy when he meets the definition of Eligible Person 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 the Eligible Person on the latest of the following dates:

1. the Policy Effective Date;
2. the date the person becomes eligible;
3. the effective date of this Policy.

In no event will insurance for the Eligible Person become effective before the Policy Effective Date.

Effective Date of Changes-Any increase or decrease in the amount of insurance for the Covered Person resulting from:

1. a change in benefits provided by this Policy; or
2. a change in the Covered Person's Covered Class will take effect on the date of such change

Termination of Insurance-Insurance for the Covered Person will end on the earliest of:

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

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

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

BA-01-2017.00

CONDITIONS OF COVERAGE

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.

BA-01-2000.00

SCHOOL COVERAGE

We will pay benefits provided by this Policy, subject to all applicable conditions and exclusions, when the Covered Person suffers a Covered Loss resulting directly and independently of all other causes from a Covered Accident that occurs while he is participating in 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, its possessions or the countries of Canada and Mexico 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 School Supervised and Sponsored 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 School Supervised and Sponsored Activity is scheduled.

School Travel Coverage for Overnight Supervised and Sponsored School Activities Covered School Travel also includes travel by any common carrier providing transportation to a Supervised and Sponsored School Activity, within or outside the United States, its possessions or the countries of Canada and Mexico when the 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, its possessions or the countries of Canada and Mexico 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; and
2. is sponsored, organized or otherwise provided, or at which student attendance is required, by the School; and
3. is supervised by a member of the faculty or staff of the School, or by another adult specifically assigned supervisory duties and authority for that Covered Activity by the School; and
4. is a regularly-scheduled sports tryout, practice, workout or training session, team meeting, game, exhibition play or competition of a varsity, junior varsity, intramural or Interscholastic Sport, shown on the *Schedule of Benefits* in which the covered person is participating.

BA-01-2017.00

Exclusions

1. This coverage will not be in effect during the 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, its possessions, or the countries of Canada and Mexico unless We have agreed in advance to provide it.
3. This coverage will not be in effect during a school activity that was not a School Covered Activity during the preceding school year, unless We have agreed in advance to provide it.

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

BA-01-2017.00

GENERAL DEFINITIONS

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.

Age-The Covered Person's age, for purposes of initial premium calculations, is his Age attained on the later of the first day of the Policy Term and the date coverage becomes effective for him under this Policy.

Aircraft-A vehicle which:

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

Covered Accident-A sudden, unforeseeable, event that results, directly and independently of all other causes, in a Covered Injury or Covered Loss and meets all of the following conditions:

1. occurs while the Covered Person is insured under this Policy;
2. occurs under one of the Conditions of Coverage specified in the *Schedule of Benefits*;
3. is not contributed to by disease, Sickness, or mental or bodily infirmity;
4. is not otherwise excluded under the terms of this Policy.

Covered Activity-Any recurring activity that is shown in the *Schedule of Benefits* and:

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

Covered Injury-Any bodily harm that results, directly and independently of all other causes, from a Covered Accident. A Covered Injury does not include aggravation of an injury sustained before the Covered Accident.

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

He, His, Him-Refers to any individual, male or female.

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

BA-01.1200.33

Hospital Stay-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 separated by at least 90 days.

Nurse-A licensed graduate 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 either 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 .

Personal Deviation-An 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-A United States- licensed health care provider practicing in the United States within the scope of his license and rendering care and treatment to the Covered Person that is appropriate for the condition and locality, and who is not:

1. the Covered Person;
2. a parent, sibling, spouse or child of either the Covered Person or the Covered Person's spouse;
3. a person living in the Covered Person's household;
4. a person employed or retained by the Policyholder; or
5. a person providing homeopathic, aroma-therapeutic, or herbal therapeutic services.

Policyholder-The entity, named on this Policy's face page, to which We issue this Policy.

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

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

Short-Term Activity-A Covered Activity that does not recur, 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.

Sickness-A physical or mental illness, including pregnancy.

We, Us, Our-CIGNA Life Insurance Company of New York.

BA-01.1200.33

DESCRIPTION OF EXPENSE-INCURRED MEDICAL BENEFITS

This *Description of Expense-Incurred Medical Benefits* Section describes the Scope of Coverage for which Medical Benefits are payable, and the *Expense-Incurred Medical Benefits* provided by this Policy. Any applicable benefit percentages, benefit deductibles, benefit periods, benefit limits and maximums, and the Policy Aggregate Maximum are shown in the *Schedule of Benefits*. Any applicable Non-Duplication of Benefits provision that applies to *Expense-Incurred Medical Benefits* is shown in the *Limitations* Section. Please read these and the *Common Exclusions* Section in order to understand all of the terms, conditions and limitations applicable to these benefits.

BA-01-2400.00

SCOPE OF COVERAGE APPLICABLE TO EXPENSE-INCURRED MEDICAL BENEFITS

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.

Full Excess Medical Expense

We will pay Covered Expenses:

1. after the Covered Person satisfies any 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 *Schedule of Benefits* or the amount the Health Care Plan would have paid had its services or facilities been utilized if:

1. the Covered Person has coverage under another Health Care Plan; and
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 payable will not be reduced for emergency treatment within 24 hours after a Covered Accident which occurred outside the geographic service area of the HMO, PPO or similar arrangement.

BA-01-2401.33

ACCIDENT MEDICAL EXPENSE BENEFITS

We will pay the benefits shown in the *Schedule of Benefits* for Covered Expenses Incurred by the Covered Person, subject to all applicable conditions and exclusions, for treatment of a Covered 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 Policy Aggregate and individual 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*.

BA-01-2402.00

COVERED EXPENSES:

In-Patient Hospital Services

Room and Board Expenses – We will pay for:

1. confinement in an intensive care unit[, up to the maximum daily benefit shown in the *Schedule of Benefits* for each day of such confinement;
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 providing ambulatory surgical or medical treatment that 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 Incurred for Physician Services 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. However, 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.
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 the 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.

Out-Patient X-Ray, CT Scan, MRI and Laboratory Tests-We will pay Covered Expenses Incurred for X-ray , except dental X-rays, CT Scans, MRI's, and laboratory tests.

Out-Patient Physiotherapy-We will pay Covered Expenses Incurred for out-patient Physiotherapy. Physiotherapy means: (a) acupuncture; (b) microthermy; (c) chiropractic adjustment; (d) manipulation; (e) diathermy; (f) massage therapy; (g) heat treatment; and (h) ultrasonic treatment.

Out-Patient Nursing Services- We will pay Covered Expenses Incurred for out-patient services rendered by a Nurse.

Ambulance Services- We will pay Covered Expenses Incurred for ground ambulance service to transport the Covered Person from the place where the Covered Accident occurred to the nearest medically appropriate facility. We will pay Covered Expenses Incurred for ground 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 Covered Injury.

Medical Equipment Rental-We will pay Covered Expenses Incurred for rental or, if less, 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 the Covered Person. Permanent or temporary therapeutic value is solely determined by Us. Examples of items that are not covered include, but are not limited to: computers, motor vehicles and modifications thereof, ramps and installation costs, eyeglasses and hearing aids.

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 gases.

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

Dental Services-We will pay Covered Expenses 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 a Covered 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 the Covered Expenses Incurred for drugs that: (a) can only be obtained through a Physician's written prescription; and (b) are approved for such prescription use by the Federal Drug Administration (FDA). We will also pay Covered Expenses Incurred for drugs that meet (a) above and are prescribed by a Physician for therapeutic use not specifically approved by the FDA.

Covered Expenses Incurred for prescription drugs will include contraceptive drugs or devices approved by the Federal Food and Drug Administration (FDA) or generic equivalents approved as substitutes by the FDA, nutritional supplements for treatment of phenylketonuria, branch-chain ketonuria, galactosemia and homocystinuria, when such prescription drugs are indicated for treatment of Covered Injuries.

BA-01-2402.33

Artificial Limbs, Eyes and Larynx

We will pay Covered Expenses Incurred for initial artificial limbs, eyes and larynx, including fitting.

Mandated Benefits-We will pay Mandated Benefits as required by New York law, to the extent that they are appropriate for the care and treatment of a Covered Injury sustained by a Covered Person.

Definitions-For purposes of the Accident Medical benefits provided by this Policy:

HMO – 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 of service.

PPO – Preferred Provider Organization means an organization offering health care services through designated health care providers who agree to perform these services at rates lower than Non-Preferred Providers.

Non-Preferred Provider-means any Hospital, Physician, or other provider of health care services which is not a member of an HMO or PPO plan.

LIMITATIONS AND EXCLUDED EXPENSES

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

1. Cosmetic surgery, except for reconstructive surgery needed as the result of a Covered Injury.
2. Services and supplies that are Not Medically Necessary. Not Medically Necessary means any elective or routine treatment, surgery, health treatment, or examination, including any service, treatment or supplies that: (a) are deemed by Us to be experimental or investigational; or (b) are not recognized and generally accepted medical practice in the United States for the treatment of the injury, including the use of Orthopedic appliances used mainly to protect an Injury so that the Covered Person can take part in interscholastic, intercollegiate and club sports.
3. Examination or prescriptions for, or purchase, repair or replacement of, eyeglasses, contact lenses and hearing aids.
4. Treatment in any Veteran's Administration, Federal, or state facility, unless there is a legal obligation to pay.
5. Services or treatment provided by persons who do not normally charge for their services, unless there is a legal obligation to pay.
6. Rest cures or custodial care.
7. Repair or replacement of existing dentures, partial dentures, braces or bridgework.
8. Personal services such as television and telephone or transportation.
9. Treatment of injuries that result over a period of time (such as blisters, tennis elbow, etc.), and that are a normal, foreseeable result of participation in the Covered Activity.
10. Repair or replacement of existing artificial limbs, eyes and larynx.
11. Expenses to the extent benefits are provided for any loss or portion thereof for which mandatory automobile no-fault benefits are recovered or recoverable.
12. Treatment of an injury resulting from a condition that the Covered Person knew existed on the date of a Covered Accident, unless we have received a written medical release from his Physician.

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

LIMITATIONS

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 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.

Multiple Coverages- The Covered Person is not eligible for blanket accident insurance under more than one policy issued by Us. If premium is being paid under more than one such policy, insurance will be in effect under the policy providing the greatest benefit, and premium paid under any other policies will be refunded.

BA-01-2500.00

Full Excess

DEFINITIONS FOR ACCIDENT MEDICAL BENEFITS

Please note that certain words used in the *Expense-Incurred Medical Benefits* sections of this Policy have specific meanings. These words defined below and capitalized within the *Expense-Incurred Medical Benefits* section of this Policy have the meanings set forth below.

Benefit Percentage-The percentage of Covered Expenses We pay that are Incurred by the Covered Person after he satisfies any applicable Policy Aggregate and individual Deductible. Benefit Percentages are shown in the *Schedule of Benefits*

Benefit Period-A period, shown in the *Schedule of Benefits* and commencing with the date of a Covered Accident, during which Benefits are payable.

Covered Expenses-The Usual and Customary charges for services or supplies listed in the *Schedule of Benefits*, and described in the *Expense-Incurred Medical Benefits* section, that the Covered Person Incurs for treatment of a Covered Injury. A Physician must recommend and approve these services or supplies.

Health Care Plan-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 or blanket:

1. insurance policies;
2. 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 "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.

Incurred or Incurs-A Covered Expense for treatment, service or purchase of supplies will be deemed Incurred on the date the treatment or service is rendered or the purchase is made.

Motor Vehicle-Any validly registered four-wheeled private passenger car, station wagon, sport utility vehicle, pick-up truck, van, camper, motorhome or bus for which the Covered Person, if driving, holds a valid operator's license.

BA-01-1201.33

Usual and Customary Charge The normal charge, in the absence of insurance, made by the provider of a necessary supply or service, 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.

Where appropriate, We will determine the Usual and Customary Charge based on a relative value schedule appropriate to the area and type of service provided. The final determination of a Usual and Customary Charge rests solely with Us.

BA-01-1201.33

DESCRIPTION OF INDEMNITY BENEFITS

This Description of Indemnity Benefits Section describes the Accident Indemnity Benefits provided by this Policy. Benefit amounts, benefit periods and any applicable aggregate and benefit-specific maximums are shown in the *Schedule of Benefits*. Please read these and the *Common Exclusions* sections in order to understand all of the terms, conditions and limitations applicable to these Benefits.

BA-01-2200.00

ACCIDENTAL DEATH AND DISMEMBERMENT BENEFIT

Covered Losses-We will pay the benefit for any one of the Covered Losses listed in the *Schedule of Benefits*, subject to all applicable conditions and exclusions, 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, We will pay the Benefit for the Covered Loss for which the largest benefit is payable.

Definitions

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

Loss of a Thumb and Index Finger of the Same Hand or Loss of 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).

Loss of Toes- means complete Severance through the metatarsalphalangeal joint.

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

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

BA-01-2202.33

COMMON EXCLUSIONS

In addition to any benefit-specific exclusion, benefits will not be paid for any Covered Injury; Covered Loss or Covered Expense 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 *Benefits Section*:

1. intentionally self-inflicted Injury, suicide or any attempt here at;
2. commission or attempt to commit a felony;
3. Parachuting *and/or*, skydiving;
4. declared or undeclared war or act of war;
5. aviation, except as a fare-paying passenger on a scheduled commercial flight operated by a scheduled airline;
6. participation in any motorized race or contest of speed;
7. Sickness, disease, bodily or mental infirmity, bacterial or viral infection or medical or surgical treatment thereof, including exposure, whether or not accidental, to viral, bacterial or chemical agents except for any bacterial infection resulting from an accidental external cut or wound or accidental ingestion of contaminated food;
8. travel or activity outside the United States, its possessions, or the countries of Canada and Mexico;
9. the Covered Person being legally intoxicated as determined according to the laws of the jurisdiction in which the Covered Accident occurred;
10. 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;
11. injuries compensable under Workers' Compensation law or any similar law;
12. occupational injuries for which benefits are not paid under the Workers' Compensation Law or any similar law;

Benefits will not be paid for services or treatment rendered by a Physician, Nurse or other person who is: employed or retained by the Policyholder.

BA-01-1400.33

CLAIM PROVISIONS

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

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, 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.

BA-01-1500.33

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. parents;
4. siblings;
5. estate of the Covered Person.

Claim Forms-We send forms for filing proof of loss when We receive the notice of claim. If claim 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 proof of the nature and extent of the loss for which claim is made.

Conditional Claim Payment If the Covered Person incurs expenses for Injuries received in a Covered Accident and in Our opinion a third party may be liable, We will pay benefits if:

1. the Covered Person first agrees in writing to refund the lesser of:
 - a. the amount We actually paid for such expenses; and
 - b. the amount you receive from settlement or judgment from the third party responsible for your injury specifically identified or allocated as monetary sums directly attributable to expenses for which we paid benefits; and
2. the third party's liability is determined and satisfied whether by settlement, judgment, arbitration or otherwise. However, if the third party's liability is satisfied in an amount less than the benefits paid under this Policy, We will pay the difference.

Legal Actions-No action at law or in equity will be brought to recover benefits under this Policy less than 60 days after satisfactory proof of loss has been furnished as required by this Policy. No such action will be brought after expiry of the applicable statute of limitations from the time proof of loss is required to be furnished.

Notice of Claim-Written notice must be given to Us or Our agent within 20 days after a Covered Accident occurs or the loss begins or as soon as reasonably possible. If written notice is not given in that time, the claim will not be invalidated or reduced if it is shown that written notice was given as soon as was reasonably possible. Notice can be given at Our home office in Philadelphia, Pennsylvania, 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.

Time of Payment for Claims-We will pay benefits due under this Policy for any loss other than a loss for which this Policy provides any periodic payment immediately upon receipt of due written or authorized electronic proof of such loss. Subject to due written or authorized electronic proof of loss, all accrued benefits for loss for which this Policy provides periodic payment will be paid monthly unless otherwise specified in the benefits descriptions and any balance remaining unpaid at the termination of liability will be paid immediately upon receipt of proof satisfactory to Us.

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 any payee of benefits is a minor or otherwise legally incompetent, we will pay benefits to the person designated as his legal guardian or conservator.

If the amount of any benefit payable is determined based on benefits payable under another Health Care Plan, We have the right to require the Covered Person to provide information about that Plan and benefits

BA-01-1500.33

paid or payable for the same claim before We pay benefits. We may, at Our option, pay any accident medical benefits directly to a health care provider, unless the Covered Person requests in writing when submitting the claim that such payment will not be made.

If We are to pay benefits to the estate or to a person who is incapable of giving a valid release, We may pay \$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.

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.

Proof of Loss Written 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: (a) benefits are payable as periodic payments; and (b) each payment is contingent upon continuing loss, then proof of loss must be submitted within 90 days after the termination of each period for which We are liable. If written 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.

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.

BA-01-1500.33

ADMINISTRATIVE PROVISIONS

Premiums

Premium rates are expressed in, and premiums are payable in, United States currency. The premiums for this Policy will be based on the rates set forth in the *Rate Table*, 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 Rate Changes

We may change premium rates at the end of any Policy Term with at least 31 days advance notice mailed to the last known address of the Policyholder. We will not increase premium rates more frequently than annually, unless certain changes shown in the Policy occur.

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.

BA-01-CE1600.00

GENERAL PROVISIONS

Assignment	The rights and benefits under this Policy may not be assigned and any attempt to assign will be void.
Clerical Error	Your coverage 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 provision in this policy that is in conflict with the requirements of any state or federal law that apply to this Policy are automatically changed to satisfy the minimum requirements of such laws.
Incontestability	<p>All statements made by You 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, signed by the Covered Person, is, or has been, furnished to the claimant.</p> <p>After two years from Your 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 lack of eligibility for insurance.</p> <p>In the event of death or incapacity, the beneficiary or representative shall be given a copy.</p>
Misstatement of Fact	If the Policyholder 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.
Workers' Compensation Insurance	This Policy is not in place of and does not affect any requirements for coverage under any Workers' Compensation law