

SCHEDULE OF BENEFITS

The benefits provided by this certificate will be paid, subject to applicable conditions, limitations and exclusions, under the following coverages to protect against hazards that may occur during specific activities, situations or events.

The *Schedule of Benefits* provides a brief outline of the coverage and benefits provided by this certificate. Please read the conditions of coverage section and each benefit description section for full details.

Coverage is non-contributory to the **Covered Person**.

COVERED PERSONS:

Eligible Class(es) of Covered Persons	Description of Class
Class 1	all Sports participants coaches and managers of the policyholder stated on the application
Class 2	all eligible students of the policyholder when selected on the application

ACCIDENTAL DEATH AND DISMEMBERMENT BENEFITS – Class 1 and Class 2	
Principal Sum	\$10,000
Loss must occur within	365 days of the covered accident
SCHEDULE OF COVERED LOSSES	
Covered Loss	Benefit
Loss of Life	Principal Sum
Loss of Both Hands or Both Feet	Principal Sum
Loss of One Hand and One Foot	Principal Sum
Loss of Sight of Both Eyes	Principal Sum
Loss of One Hand or foot and Sight of One Eye	50% of Principal Sum
Loss of One Hand or One Foot	50% of Principal Sum
Loss of Thumb and Index Finger of the Same Hand	50% of Principal Sum
Loss of all Four Fingers of the Same Hand	50% of Principal Sum
Loss of all the Toes of the Same Foot	50% of Principal Sum
Loss of Thumb	25% of Principal Sum
Loss of Sight in One Eye	50% of the Principal Sum
Loss of Speech and Hearing (in both ears)	Principal Sum
Loss of Speech	50% of the Principal Sum
Loss of Hearing in both ears	50% of the Principal Sum

ACCIDENT MEDICAL BENEFITS

Any benefit limits and coinsurances for *Accident Medical Benefits* apply, unless otherwise specified, on a per covered accident basis. Any applicable deductibles must be satisfied within the time periods specified before benefits are payable.

The covered injury must result directly and independently of all other causes from a covered accident.

Covered Expenses for which benefits are payable are outlined below. Unless otherwise indicated, benefits are payable as a percentage of usual and reasonable charges.

SCOPE OF COVERAGE APPLICABLE TO ACCIDENT MEDICAL BENEFITS – Class 1 Only

Full Excess Medical Maximum	\$1,000,000 per covered accident
Accident Medical Coinsurance	100% of usual and reasonable charges
Individual disappearing Medical deductible	\$0
Benefit Period - Individual must be covered under this plan at the time of the accident causing the loss	104 weeks from the date of the covered accident
Treatment window: - First covered expenses must be incurred within	90 days of the covered accident

SCOPE OF COVERAGE APPLICABLE TO ACCIDENT MEDICAL BENEFITS – Class 2 Only

Full Excess Medical Maximum	\$10,000 per covered accident
Accident Medical Coinsurance	100% of usual and reasonable charges
Individual disappearing Medical deductible	\$0
Benefit Period - Individual must be covered under this plan at the time of the accident causing the loss	52 weeks from the date of the covered accident
Treatment window: - First covered expenses must be incurred within	90 days of the covered accident

ACCIDENT MEDICAL BENEFITS – Class 1 and Class 2

Covered Expenses	Coverage and Other Limits
Inpatient Hospital Services	
Hospital Room & Board Expenses and miscellaneous services and supplies. Subject to Semi-Private room rate unless intensive care unit is required.	The coinsurance amount shown above after the Individual medical deductible is met
Skilled nursing facility	The coinsurance amount shown above after the Individual medical deductible is met
Minimum Inpatient hospital stay prior to confinement in Skilled nursing facility .	3 consecutive days per covered accident
Maximum Number of Skilled nursing facility days	120
Outpatient Facilities	
Ambulatory Medical or Surgical Center	The coinsurance amount shown above after the Individual medical deductible is met
Outpatient Hospital Services	The coinsurance amount shown above after the Individual medical deductible is met

Emergency Room Expenses	The coinsurance amount shown above after the Individual medical deductible is met
Home Health Care	The coinsurance amount shown above after the Individual medical deductible is met
Minimum Inpatient hospital stay , including inpatient hospital stays in a skilled nursing or rehabilitation facility , prior to receiving Home Health Care services	3 consecutive days
Home health care must begin within	10 consecutive days after the Minimum Inpatient hospital stay
Maximum Number of home health care visits	120 per covered accident
Rehabilitation Facility	The coinsurance amount shown above after the Individual medical deductible is met
Maximum Number of days	90 per covered accident
Physician Services	
Surgery	The coinsurance amount shown above after the Individual medical deductible is met
Assistant Surgeon	The coinsurance amount shown above after the Individual medical deductible is met
Urgent Care Expenses	The coinsurance amount shown above after the Individual medical deductible is met
Second Opinion or Consultation	The coinsurance amount shown above after the Individual medical deductible is met
Physician Assistant	The coinsurance amount shown above after the Individual medical deductible is met
Anesthesia and its Administration	The coinsurance amount shown above after the Individual medical deductible is met
In-Hospital or Office Visits	The coinsurance amount shown above after the Individual medical deductible is met
Outpatient X-ray, CT Scan, MRI and Laboratory Tests	
Outpatient X-Rays, CT Scans & MRIs and Laboratory Tests	The coinsurance amount shown above after the Individual medical deductible is met
Outpatient Services and Supplies	
Outpatient Physical Therapy	The coinsurance amount shown above after the Individual medical deductible is met
Maximum Visits Per Day	1
Maximum physical therapy visits	20 per covered accident
Outpatient Occupational and Speech Therapy	The coinsurance amount shown above after the Individual medical deductible is met
Maximum Visits Per Day	1
Maximum Occupational and Speech Therapy visits combined	20 per covered accident combined
Nursing Services- Private Duty Nursing	The coinsurance amount shown above after the Individual medical deductible is met
Ambulance Services	The coinsurance amount shown above after the Individual medical deductible is met
Durable Medical Equipment and Orthopedic Braces and Appliances	The coinsurance amount shown above after the Individual medical deductible is met
Medical Services and Supplies	The coinsurance amount shown above after the Individual medical deductible is met

Prosthetic Devices	The coinsurance amount shown above after the Individual medical deductible is met
Dental Services	The coinsurance amount shown above after the Individual medical deductible is met
Prescription Drugs	The coinsurance amount shown above after the Individual medical deductible is met
Eyeglasses, Contact Lenses, Hearing Aids, Artificial Dental Devices	The coinsurance amount shown above after the Individual medical deductible is met
Accidental Ingestion of Controlled Drugs	The coinsurance amount shown above up to a maximum of \$500
Other benefits – Class 1 Only	
Expanded Medical Benefit for Covered Sports Conditions	Same as any other covered loss , subject to the limitations described in the benefit
Covered Sports Conditions	bursitis; sprains; hernia; muscle tears; tendonitis; stress fractures; shin splints; injury to joints and surrounding muscle and tissue; tennis elbow; and repetitive motion injuries
Heart and Circulatory Conditions	Same as any other covered loss , subject to the limitations described in the benefit
Covered Heart and Circulatory Conditions	heat exhaustion
First symptoms must be medically diagnosed within	24 hours of participation in a covered activity

DEFINITIONS

In the **certificate**, certain words have specific meanings. The words defined below and **bold** within the text of this **certificate** have the meanings set forth below.

Accident or Accidental means a sudden, unexpected, specific and abrupt event that occurs by chance at an identifiable time and place while the **covered person** is covered under this **certificate**.

Ambulatory Medical or Surgical Center means any licensed public or private establishment which:

1. has an organized medical staff;
2. has permanent facilities that are equipped and operated mainly for the purpose of providing medical or **surgical** treatment;
3. provides continuous services of **physicians** and registered **nurses**, whenever a patient is in the facility; and
4. does not provide services or other accommodations for patients to stay overnight.

Benefit Period means the period of time from the date of the **covered accident**, as shown in the Schedule of Benefits, **covered expenses** are payable for treatment of a **covered injury**.

Certificate means the **certificate** issued by us.

Coinsurance means the percentage of **usual and reasonable charges** we pay for **covered expenses** that are **incurred** by the **covered person** after the **covered person** satisfies any applicable **deductible**. **Coinsurances** are shown in the *Schedule of Benefits*.

Company or We, Us, Our means Wellfleet Insurance Company, domiciled in Fort Wayne Indiana.

Covered Accident is an **accident** 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 **certificate**;
2. Occurs under one of the **conditions of coverage** specified in the **conditions of coverage** section of this **certificate**;
3. Is not contributed to by disease, **sickness**, or mental or bodily infirmity;
4. Is not otherwise excluded under the terms of this **certificate**.

Covered Activity means an activity or event that:

1. Takes place under one of the **conditions of coverage** specified in the **conditions of coverage** section of this **certificate**; and
2. Is sponsored, organized, scheduled or otherwise provided by the **policyholder** or.

The activity or event must be under sole direct supervision of qualified **policyholder** authorities and may, if specified in this **certificate**, include **policyholder** sponsored and supervised travel to and from such an activity or event.

Covered Expenses means the **usual and reasonable** charges for services or supplies listed in the *Schedule of Benefits*, and described in the **Accident Medical Benefits** section, that the **covered person** incurred during the **benefit period** for **medically necessary** treatment of a **covered injury**. A **physician** must recommend and approve these services or supplies. A **covered expense** is deemed to be **incurred** on the date treatment, service, or supply that gave rise to the expense or the charge, was rendered or obtained.

Covered Injury means any bodily harm that results, directly and independently of all other causes, from a **covered accident** and occurs while such a person is participating in a **covered activity**. A **covered injury** does not include aggravation of an injury sustained before the **covered accident**.

Covered Loss means a loss:

1. Which is the result of a **covered injury** to the **covered person**;
2. For which benefits are payable under this **certificate**; and
3. Which is not otherwise excluded under the terms of this **certificate**.

Covered Person means a person who is eligible for coverage as identified in the *Schedule of Benefits* for whom proper premium payment has been made, and who is insured under this **certificate**.

Daily Living Services means cooking, feeding, bathing, dressing and personal hygiene services performed by a **home health aide** which are necessary to the **covered person's** care and health.

Deductible means the amount of **covered expenses** that the **covered person** must incur, as applicable, before benefits are paid under this **certificate**. The **deductible** may apply to each **covered accident** or each **policy term**, as shown in the *Schedule of Benefits*.

Disappearing Deductible means a dollar amount of **covered expenses** the **covered person** must pay before we pay any benefits under this **certificate**. The **Deductible** may be satisfied by other valid and collectible insurance or plan. The **disappearing deductible** is shown on the *Schedule of Benefits*.

Durable Medical Equipment means a device which:

1. Is primarily and customarily used for medical purposes, is specially equipped with features and functions that are generally not required in the absence of **sickness** or **covered injury** and is able to withstand repeated use;
2. Is used exclusively by the **covered person**;

3. Is routinely used in a **hospital** but can be used effectively in a non-medical facility;
4. Can be expected to make a meaningful contribution to treating the **covered person's covered injury**;
and
5. Is prescribed by a **physician** and the device is **medically necessary** for rehabilitation.

Durable Medical Equipment does not include:

1. Comfort and convenience items;
2. Equipment that can be used by **immediate family members** other than the **covered person**;
3. Health exercise equipment; and
4. Equipment that may increase the value of the **covered person's** residence.

Home means the structure or land on which the **covered person** permanently resides.

Heart or Circulatory Malfunction means disease or illness of the heart or circulatory system for which: (1) the symptom(s) of such malfunction(s) is (are) first medically treated while this **certificate** is in force with respect to such **covered person** and within 24 hours after participation in a **covered activity**, and (2) such **covered person** has not, prior to the date of such participation in the **covered activity**, been diagnosed with, or received any medication for any myocardial infarction, angina pectoris, coronary thrombosis or a cerebral vascular incident; and before such participation the **covered person** has not been medically advised of or received any medical treatment for such disease or illness.

Home Health Care Agency means an agency that:

1. Is constituted, licensed and operated under the provision of Title XVIII of the Federal Social Security Act, or qualified to be so operated if application was made, and certified by the jurisdiction in which the **home health care plan** is established; and
2. Is engaged primarily in providing **skilled nursing facility** services and other therapeutic services in the covered person's home under the supervision of a **physician** or a **nurse**; and
3. Maintains clinical records on all patients.

Home Health Aide is a person who is not an Immediate Family Member or anyone who lives with the **covered person** and:

1. Provides care of a medical or therapeutic nature, or who provides **daily living services**; and
2. Reports to and is under the direct supervision of a **home health care agency**.

Home Health Care means a plan for your continued care and treatment while at home and under the care of your **physician** or **nurse** but only if:

1. continued hospitalization would have been required if **home health care** was not provided, except in the case of you being diagnosed by your **physician** or **nurse** as terminally ill with a prognosis of six months or less to live, and
2. your **physician** or **nurse** establishes and approves in writing the plan of treatment covering the **home health care** service within seven days following termination of a hospital confinement as a resident inpatient for the same or a related condition for which you were hospitalized, except that in the case of you being diagnosed by your **physician** or **nurse** as terminally ill with a prognosis of six months or less to live, such plan may be so established and approved at any time irrespective of whether you are so confined or, if you are so confined, irrespective of such seven-day period, and
3. your home health care commenced within 7 days following your hospital discharge, except in the case of you being diagnosed by your **physician** or **nurse** as terminally ill with a prognosis of six months or less to live.

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, 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 and there is a legal obligation to pay.

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 separated by at least 90 days.

Immediate Family Member means a person who is related to the **covered person** in any of the following ways: spouse, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, father-in-law, parent, including stepparent, brother or sister, including stepbrother or stepsister, or child, including legally adopted child or stepchild.

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**.

Inpatient means if the **covered person** is confined for at least one full day's **hospital** room and board. The requirement that the **covered 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 that the **covered person** is required to be confined for a period of at least a full day as determined by the **hospital**.

Intramural Sport means a sport which:

1. Is approved by the Sports Director or Athletic Director of the participating **school**; and
2. Involves only students at the same **school**; and
3. Takes place within the walls, boundaries and grounds of said **school** or at another location approved by the **policyholder**.

Interscholastic Sport means a sport which:

1. Has been accorded varsity or junior varsity status by the participating **school**; and
2. Is administered by such **school's** department of **interscholastic** athletics.

Medically Necessary/Medical Necessity means care, services or supplies provided to the **covered person**, solely by or at the direction of a treating **physician** exercising prudent medical judgment and acting independently of the **company**, for the purpose of evaluating, diagnosing or treating a **covered injury** sustained as the direct result of a **covered accident**, that are:

1. In accordance with generally accepted standards of medical practice;

2. Clinically appropriate, in terms of type, frequency, extent, site and duration;
3. Considered effective for the **covered injury**;
4. Not primarily for the **covered person's** convenience, the **covered person's physician** or any other **physician**; and
5. Not more costly than an alternative service or sequence of services at least as likely to produce equivalent therapeutic or diagnostic results for the diagnosis or treatment of a **covered injury**.

For the purposes of this definition, *Generally Accepted Standards of Medical Practice* means:

- a. Standards that are based on credible scientific evidence published in peer-reviewed, medical literature generally recognized by the relevant medical community;
- b. **Physician** and health care provider specialty society documents;
- c. The views of **physicians** and health care providers practicing in the relevant clinical areas; and
- d. Any other relevant factors.

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

1. The **covered person**;
2. The **covered person's immediate family member** 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**.

Outpatient means the **covered person** receives **medically necessary** services and supplies while not an **inpatient** in a **hospital**.

Other 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 or disability benefits. A **health care plan** includes group, blanket, franchise, family or individual:

1. Insurance policies;
2. Subscriber contracts;
3. Uninsured or self-funded agreements or arrangements;
4. Coverage provided through **Health Maintenance Organizations, Preferred Provider Organizations** and other prepayment, group practice or 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.

Physical Therapy means any form of **physical therapy**, whether by machine or hand, by use of exercise, manipulation, massage, adjustment, heat or cold, air, light, water, electricity or sound.

Physician means a licensed health care provider practicing within the scope of their 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. The **covered person's immediate family member** 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 means the entity, named on this **certificate's** face page, to which the **company** issues this **certificate**.

Policy Term means the time period defined for the **policyholder** shown in this **certificate**.

Pre-existing Condition means a disease or physical condition for which the **covered person** received medical advice or treatment in the 12-month period before the **covered person's** coverage became effective under the **policy**.

Principal Sum means the amount payable for each Insured within a plan year as shown in the *Schedule of Benefits*.

Rehabilitation Facility means a legally operating institution or part of an institution which has a transfer agreement with one or more **hospitals** and which:

1. Is primarily engaged in providing comprehensive multi-disciplinary physical rehabilitative services or rehabilitation **inpatient** care; and
2. Is duly licensed by the appropriate government agency to provide such services; and
3. Is required to be accredited by the Joint Commission on Accreditation of Health Care Organizations or the Commission on Accreditation of **Rehabilitation** Facilities.

A **rehabilitation facility** does not include institutions which provide only minimal care, custodial care, care for the terminally ill, part-time care, or services or facilities for drug abuse or alcoholism.

School means the participating **school** 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.

Sickness means a physical or mental illness, including pregnancy.

Skilled Nursing Facility means an institution operating pursuant to applicable law and engaged in providing, for a fee, **inpatient skilled nursing care** and related services and **physical therapy** services under the supervision of a **physician** and registered **nurses**. A **skilled nursing facility** must maintain medical records on all its patients. Treatment rendered in a **skilled nursing facility** does not include routine custodial care.

Surgical Procedure means:

1. A cutting procedure;
2. Suturing a wound;
3. Treatment of a fracture;
4. Reduction of a dislocation;
5. Electrocauterization;
6. Diagnostic and therapeutic endoscopic procedures; and
7. An operation by means of laser beam.

Usual and Reasonable Charge means the normal charge, in the absence of insurance, made by the provider of any **medically necessary** care, service or supply, 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.

War means a state or period of declared or undeclared **war** whether civil or international, any substantial armed conflict with organized forces of a military nature between nations, states or parties.

ELIGIBILITY, EFFECTIVE DATE AND TERMINATION PROVISIONS

Policy Effective Date

We agree to provide **Accident** Insurance Benefits described in this **certificate** in consideration of the **policyholder's** application and payment of the Initial Premium when due. Insurance begins on the **policy Effective Date** shown on this **certificate's** first page.

Eligibility

A person is eligible for insurance under this **certificate** when they meet the definition of a **covered person** shown in the *Schedule of Benefits*.

Effective Date for Individuals

Insurance becomes effective for the **covered person** on the latest of the following dates:

1. The **policy Effective Date**;
2. The date the person becomes eligible.
3. the date for which premium for the person's coverage is received by us, or
4. The date the person becomes a member of an eligible class of persons as described in the Description of Class section of the Schedule of Benefits.

In no instance will insurance for the **covered person** become effective before the **policy Effective Date**. Coverage is in effect for each **covered person** when participating in a **covered activity**.

TERMINATION OF INSURANCE

Insurance for the **covered person** will end on the earliest of:

1. The date the **covered person** is no longer in an Eligible Class; and
2. The date the **covered 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 **certificate** ends.
5. The first day of the following **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 or earlier 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.
3. The date benefits equal to any applicable **policy** aggregate maximum, as shown in the *Schedule of Benefits*, have been paid

GENERAL 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 this **certificate**:

1. Any service, treatment or supply that is not considered **medically necessary** as defined in this **certificate**.
2. Expenses **incurred** after the end of the **Benefit Period**, even if **incurred** for continuing services or treatment of a **covered injury**.
3. Benefits provided by a Government plan (except Medicaid and other public assistance plans).

4. Injuries compensable under Workers' Compensation law or any similar law.
5. Declared or undeclared **war** or act of **war**.
6. Commission or attempt to commit a felony or an assault.
7. Commission of or active participation in a riot or insurrection. "Active Participation" means voluntarily taking part. "Riot" means a civil disturbance with the intent of causing personal injury and/or property damage to nonparticipants.
8. Treatment of a **pre-existing condition** as defined herein.
9. Aggravation, during a **covered activity**, of an injury the **covered person** suffered before participating in that **covered activity**, unless **we** receive a written medical release from the **covered person's physician**.
10. Practice or play in any sports activity, including travel to and from the activity and practice except as specifically listed in the Schedule of Benefits.
11. Flight in, boarding or alighting from an aircraft, except as:
 - a. A fare-paying passenger on a regularly scheduled commercial or charter airline;
 - b. A passenger in a military aircraft flown by the Air Mobility Command or its foreign equivalent.
12. Travel in or on any on-road and off-road motorized vehicle that does not require licensing as a motor vehicle.
13. An **accident** if the **covered person** is the operator of a motor vehicle and does not possess a valid motor vehicle operator's license, unless: (a) The **covered person** holds a valid learner's permit and (b) The **covered person** is receiving instruction from a Driver's Education Instructor.
14. **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.
15. Travel or activity outside the contiguous United States, Alaska, Hawaii and the territories and possessions of the United States except as provided for qualified **covered activity**.
16. **Voluntary** use of any controlled substance as defined in Title II of the Comprehensive Drug Abuse Prevention and Control Act of 1970, as now or hereafter amended, unless as prescribed or taken under the direction of a **physician** and taken in accordance with the prescribed dosage.
17. An **accident** that occurs while on active duty service in the military, naval or air force of any country or international organization. Upon **Our** receipt of proof of service, **we** will refund any premium paid for this time. Reserve or National Guard active duty training is not excluded unless it extends beyond 31 days.
18. Treatment in any Veteran's Administration, Federal, or state facility, unless there is a legal obligation to pay.
19. Examination or prescriptions for, or purchase, repair or replacement of, eyeglasses, contact lenses except due to a **covered accident** as described elsewhere in this **certificate**.
20. Hearing aids, or purchase, repair or replacement of, except due to a **covered accident** as described elsewhere in this **certificate**.
21. Wheelchairs, braces, appliances, orthopedic braces, or orthotic devices, except due to a **covered accident** as described elsewhere in this **certificate**.
22. A cardiovascular **accident** or stroke resulting, directly and in dependently of all other causes, from exertion, as verified by a **physician**.
23. Operating any type of vehicle while under the influence of alcohol. Under the influence of alcohol, for purposes of this exclusion, means intoxicated, as defined by the law of the state in which the **covered accident** occurred.
24. Rest cures, long-term care or custodial care.
25. Cosmetic surgery or care, or treatment solely for cosmetic purposes, or complications therefrom. This exclusion does not apply to:

- a. Cosmetic surgery resulting from a **covered accident**, if the **covered person's** initial treatment had begun within 12 months of the date of the **covered accident**;
 - b. Reconstruction incidental to or following surgery resulting from a **covered accident**;
 - c. Any unplanned and unintended adverse consequences that may result during the treatment of a **covered accident**.
26. Any elective or routine treatment, surgery, health treatment, or examination, including any service, treatment or supplies that: (a) Are deemed to be experimental or investigational; and (b) are not recognized and generally accepted medical practice in the United States.
 27. Services or treatment provided by persons who do not normally charge for their services, unless there is a legal obligation to pay.
 28. Repair or replacement of existing dentures, partial dentures, braces or bridgework.
 29. Treatment or services provided by the **covered person's immediate family**.
 30. Personal services, or comfort/convenience items such as television and telephone or transportation.
 31. Orthopedic appliances used mainly to protect an injury.
 32. Expenses payable by any automobile insurance **policy** without regard to fault.
 33. Services or treatment provided by an infirmary operated by the **policyholder**.
 34. 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**.
 35. Treatment or service provided by a private duty **nurse**.
 36. Charges for hot or cold packs.
 37. Custodial Care service and supplies.
 38. Expenses that are not recommended and approved by a **physician**.
 39. Repair or replacement of existing artificial limbs, eyes and larynx, unless damaged or destroyed in a **covered accident**.
 40. Treatment of an injury resulting from or contributed to by frostbite, fainting or seizures.
 41. Participation in any sports activity not specifically authorized, sponsored and supervised by the **school** whether or not it takes place on **school** premises or during normal **school** hours.
 42. Any expenses in excess of **usual and reasonable charges** except as provided in this **certificate**.
 43. Loss resulting from playing, practicing, traveling to or from, or participating in, or conditioning for, any professional sport.
 44. Racing or speed contests, skin diving, or sky diving, mountaineering (where ropes or guides are customarily used), parasailing, sail planing, hang gliding, bungee jumping, travel in or on ATV's (all terrain or similar type vehicles), or other hazardous sport or hobby.
 45. Non-physical, occupational, speech therapies (art, dance, etc.).
 46. Modifications made to dwellings.
 47. General fitness, exercise programs.
 48. Acupuncture charges.
 49. Chiropractic care or spinal manipulation charges.

BENEFIT SPECIFIC EXCLUSIONS

In addition to any general 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 this **certificate**:

Heart and Circulatory Conditions

Exclusions: The benefits will not be payable if, in the 12 months immediately preceding the **covered accident**, the **covered person** was medically diagnosed as having, or received treatment for:

1. a heart or circulatory malfunction; or
2. hypertension, angina or other heart or circulatory condition.

CONDITIONS OF COVERAGE

Scope of Coverage

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

We will pay benefits provided by this certificate, subject to all applicable conditions and exclusions, when the covered person suffers a loss or incurs covered expenses resulting directly from a covered accident that occurs while participating in a policyholder sponsored, sanctioned and/or supervised covered activity.

We will pay benefits if the covered person suffers a covered injury from a covered accident that occurs while the covered person is attending or participating in a covered activity.

The **covered person** must be:

1. On the location or premises of the **policyholder**:
 - a. During its normal hours;
 - b. During scheduled functions; and
 - c. During other periods while the **covered person** is participating in a sponsored, sanctioned and/or supervised activity of the **policyholder**.
2. Attending or participating in a **sponsored, sanctioned and/or supervised activity** of the **policyholder** while away from the **policyholder** location or premises; or
3. Traveling directly, without interruption:
 - a. While on a sponsored, sanctioned and/or supervised **covered activity**, if the sponsored, sanctioned and/or supervised activity is located within the contiguous United States, Alaska, Hawaii and the territories and possessions of the United States including travel while participating in a **covered activity** that requires an overnight stay.
 - b. In a vehicle which is:
 - i. Designated or furnished by the **policyholder**;
 - ii. Operated by a properly licensed adult driver; or
 - iii. Under the direct supervision of the **policyholder**.

Definitions for the purposes of this coverage:

Travel Time means the time:

1. To or from the **covered person's** Home, the **policyholder** location or premises and/or the **sponsored, sanctioned and/or supervised activity** of the **policyholder**;
2. Before the start of the **sponsored, sanctioned and/or supervised activity** of **policyholder**; and
3. After the **sponsored, sanctioned and/or supervised activity** of the **policyholder** is completed.

Sponsored, Sanctioned and/or Supervised Activity means a **policyholder** authorized function or event:

1. In which the **covered person** participates;
2. That is organized and approved by the **policyholder**; and
3. That is within the scope of the activities provided by the **policyholder**.

This includes but is not limited to scheduled educational, religious, sports program or exposition at a facility owned, leased, rented or otherwise contracted for by the **policyholder** to conduct such programs or events.

DESCRIPTION OF BENEFITS

This Description of Benefits section describes the benefits provided by this **certificate**. **Any benefits are payable only once, even though more than one covered condition may apply. The covered injury must result directly and independently of all other causes from a covered accident.** Benefit amounts, **benefit periods** and any applicable aggregate and benefit-specific maximums are shown in the *Schedule of Benefits*. Please read these and the *General Exclusion Sections* in order to understand all of the terms, conditions and limitations of coverage.

Accidental Death or Dismemberment Benefits

Covered Losses

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 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**, the total of benefits we will pay will not exceed the **Principal Sum**.

Definitions:

Loss of a Hand or Foot means complete **severance** through or above the wrist or ankle joint.

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 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 Sight means the total, permanent **loss of sight** of one or both eyes. The **loss of sight** must be 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 Toes means complete **severance** through the metatarsal phalangeal joint.

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

ACCIDENT MEDICAL EXPENSE BENEFITS

This Section describes the **Scope of Coverage** for which **Medical Benefits** are payable. **Any applicable coinsurances, benefit deductibles, benefit periods, benefit limits and maximums are shown in the *Schedule of Benefits*. Please read these, the *General Exclusions and Benefit Specific Exclusion Sections* in order to understand all of the terms, conditions and limitations applicable to these benefits.**

The covered injury must result directly and independently of all other causes from a covered accident.

Covered expenses and any applicable **deductibles** are shown in the *Schedule of Benefits*.

We will pay a benefit for medically necessary covered expenses incurred by the covered person, for a covered injury that resulted from a covered accident.

Benefits will be paid:

1. When **covered expenses incurred** exceed any applicable individual medical **deductible**;
2. As long as the first **covered expense** has been **incurred** within the treatment window 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 Limits shown in the *Schedule of Benefits*.

Full Excess Medical Expense

We will pay covered expenses, up to the Full Excess Medical Benefit shown in the *Schedule of Benefits* after the **covered person** satisfies any **deductible**, secondary to any **other health care plan** the **covered person** may have. Benefits payable will be limited to that part of the **covered expense**, if any, which is in excess of the total benefit payable for the same injury under any **other health care plan**:

1. After the **covered person** satisfies any applicable **deductible**; and
2. Without regard to any Coordination of Benefits provision in any **other health care plan**.

If the **other health care plan** also provides benefits on a full excess basis, benefits under this **certificate** will be matched with the **other health care plan** to allow 50% of any **covered expenses** up to the Full Excess Medical Benefit shown in the *schedule of benefits*. Benefits paid under this **certificate** will not exceed:

1. Any applicable maximum; and
2. 100% of the **covered expense** incurred when combined with benefits paid by any **other health care plan**.

For the purposes of this **certificate**, a **covered person's** entitlement to any **other health care plan** will be determined as if this **certificate** did not exist and will not depend on whether timely application for benefits from any **other health care plan** is made by or on behalf of the **covered person**.

Benefits under this **certificate** will be reduced to the extent that benefits for **covered expenses** are covered by any **other health care plan** whether or not a claim is made for such benefits.

Non-Duplication of Benefits

This provision applies if the **covered person**:

1. Is covered by any **other health care plan**; and
2. Would, as a result, receive total medical expense or service benefits in excess of the expenses actually incurred.

In this case, the **covered expenses** **We** will pay under this **certificate** will be reduced by such excess. This provision does not apply if **We** would be primary under any Coordination of Benefit provision in any **other health care plan**.

Benefits paid under this **certificate** will not exceed:

1. Any applicable maximum; and
2. 100% of the **covered expense** incurred when combined with benefits paid by any **other health care plan**.

Accident Medical Expense Benefits Covered Expenses

INPATIENT HOSPITAL SERVICES

Hospital Room and Board Expenses and miscellaneous services and supplies – We will pay covered expenses incurred by the covered person for:

1. Confinement in a semi-private room, unless an intensive care or coronary care unit is required, for each day of such confinement;
2. Any other confinement, for each day of the **hospital stay**;
3. Miscellaneous expenses charged by a **hospital**. Miscellaneous expenses include, but are not limited to X-rays, CT Scans, MRIs, laboratory tests (including professional fees); in-**hospital physical therapy** (including professional fees); **nurse** services; orthopedic appliances; pre-admission tests; drugs and medicines (excluding take-home drugs); dressings; and all other medically necessary and prescribed **covered expenses** other than room and board, for services received during a **hospital stay**.

Skilled nursing facility

We will pay covered expenses incurred by the covered person for treatment of a covered injury in a skilled nursing facility.

Confinement in such Facility must:

1. Be in lieu of an Inpatient **hospital stay** on a full-time basis; and
2. Be preceded by a Minimum Inpatient **hospital stay**, as specified in the *Schedule of Benefits*; and
3. Begin within 72 hours following the Inpatient **hospital stay**; and
4. Include treatment for which a **physician** visits the **covered person** at least once every 30 days.

OUTPATIENT FACILITIES

Ambulatory Medical or Surgical Center

We will pay covered expenses incurred by the covered person for medical or surgical treatment provided in a licensed facility providing ambulatory medical or surgical treatment that is not a hospital or physician's office.

Outpatient Hospital Services

We will pay covered expenses incurred by the covered person for miscellaneous expenses charged by a hospital. Miscellaneous expenses include but are not limited to use of the operating room; X-rays, CT Scans, MRIs, laboratory tests (including professional fees); therapeutic services (excluding **physical therapy); orthopedic appliances; drugs and medicines (excluding take-home drugs and medicines); and all medically necessary expenses for services received during outpatient medical or surgical treatment.**

Emergency Room Expenses

We will pay covered expenses incurred by the covered person for outpatient emergency room expenses received in a hospital. When emergency room treatment is immediately followed by admission to a hospital, such treatment will be an inpatient hospital covered expense.

Home Health Care

We will pay covered expenses incurred by the covered person for care and treatment rendered to the covered person by a home health care agency, for:

1. Part-time nursing care by or supervised by a registered graduate **nurse**;
2. Part-time **home health aide** service which consists of caring for the patient;

3. Physical, speech and occupational therapies when indicated in conjunction with the **covered person's** discharge placement through a **rehabilitation facility** approved by the attending **physician** and by us;
4. Nutritional counseling;
5. Medical social services by a qualified social worker licensed by the jurisdiction in which services are rendered.

Home health care services must be preceded by a **Minimum Inpatient hospital stay** and must begin within the specified number of consecutive days of discharge from a **hospital** or **skilled nursing** or **rehabilitation facility**. The **Minimum Inpatient hospital stay** and the number of consecutive days within which **home health care** must begin are shown in the *Schedule of Benefits*.

For the purpose of determining the number of **home health care** visits payable, each visit by a member of a **home health care agency** shall be considered as one **home health care** visit. Up to 4 hours of **home health aide** service shall also be considered as one **home health care** visit.

Rehabilitation Facility

We will pay **covered expenses** incurred by the **covered person** for physical and occupational rehabilitation provided to the **covered person** at a **rehabilitation facility**. Treatment must be rendered by a **physician** or provided at a **physician's** direction.

PHYSICIAN SERVICES

We will pay **covered expenses** incurred by the **covered person** 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. The **covered person's** surgeon may perform two or more surgical or bilateral procedures on the **covered person** during one operation but in separate operative fields. When this happens, we will pay:
 - 100% of the surgery for the primary procedures
 - 50% of the surgery for the secondary procedure
 - 25% if the surgery for each of the other procedures, if any.
2. **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 medical or surgical center**.

Assistant Surgeon - **covered expenses** charged by an assistant surgeon assisting a **physician** performing a **surgical procedure**.

Urgent Care Expenses – **covered expenses** charged for an urgent care **physician** to evaluate and treat an urgent condition.

Second Opinion or Consultation – **covered expenses** charged by a **physician** for a second or third surgical opinion or consultation.

Physician's Assistant – **covered expenses** charged by a **physician's** Assistant for other than pre- or post-operative care, second or third 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 or third opinion or consultation:

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

OUTPATIENT X-RAYS, CT SCANS, MRI AND LABORATORY TESTS

Outpatient X-Rays, CT Scans, MRIs and Laboratory Tests

We will pay **covered expenses** incurred by the **covered person** for X-rays , except dental X-rays, CT Scans, MRIs and laboratory tests performed on an **outpatient** basis at a **hospital** or other licensed facility.

OUTPATIENT SERVICES AND SUPPLIES

Outpatient Physical Therapy

We will pay **covered expenses** incurred by the **covered person** for **outpatient physical therapy** when administered by a **physician** to treat a **covered injury**. **Physical therapy** includes: (a) Acupuncture; (b) microthermy; (c) chiropractic adjustment; (d) manipulation; (e) diathermy; (f) massage therapy; (g) heat treatment; and (h) ultrasonic treatment.

Outpatient Occupational and Speech Therapy

We will pay **covered expenses** incurred by the **covered person** for **outpatient occupational and speech therapy** required for rehabilitative treatment of a **covered injury**.

Nursing Services – Private Duty Nursing

We will pay **covered expenses** incurred by the **covered person** for services other than routine **hospital** care, rendered by a private duty nurse.

Ambulance Services

We will pay **covered expenses** incurred by the **covered person** for ground, air or water ambulance service to transport the **covered person** from the place where the **covered accident** occurred to the nearest medically appropriate facility. Air and water will be covered when:

- Professional ground Ambulance transportation is not available
- The **covered person's** condition is unstable, and requires medical supervision and rapid transport
- The **covered person** is traveling from one **hospital** to another and
 - The first **hospital** cannot provide the emergency services the **covered person** needs
 - The two conditions above are met.

Durable Medical Equipment and Orthopedic Braces and Appliances

We will pay **covered expenses** incurred by the **covered person** 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 must be certified by the **covered person's** treating **physician**. Examples of items that are not covered include, but are not limited to: computers, motor vehicles and modifications thereof, ramps and installation costs.

Medical Services and Supplies

We will pay **covered expenses** incurred by the **covered person** for:

1. Blood and blood transfusions, including processing and administration; and
2. Cost and administration of oxygen and other gases.

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

Prosthetic Devices

We will pay **covered expenses incurred** by the **covered person** for initial prosthetic devices, including their fitting, which are required in connection with treatment of a **covered injury**. Prosthetic devices and any **coinsurances** and benefit limits are shown in the *Schedule of Benefits*. We will also pay for repair or replacement of prosthetic devices when damaged in a **covered accident**.

Dental Services

We will pay **covered expenses incurred** by the **covered person** for dental treatment for a **dental injury**, 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**.

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.

Definitions For purposes of this Benefit:

Dental Injury means an injury or damage to the teeth gingival tissue alveoli or dental prosthesis (while in the mouth of the **covered person** or loss of dental prosthesis while in the mouth of the **covered person**) which is caused solely by a force external to the mouth of the **covered person** while the **covered person** is participating in a **covered activity**.

Dental Treatment means replacement of caps, crowns, dentures, orthodontic appliances including braces, fillings, inlays, crozat appliances, endodontics, oral surgery, examinations and x-ray services required as a result of a **dental injury**.

Exclusions

Benefits will not be payable if:

1. The recommended safety equipment for protection against a **dental Injury** was not worn by the **covered person** while participating in any **covered activity** in which the wearing of such safety equipment is reasonably required;
2. The **dental treatment** is necessitated by:
 - a. Sickness, deterioration or disease;
 - b. For cosmetic, preventive, diagnostic or orthodontic purposes; or
 - c. Any reason other than a **dental injury**.

Prescription Drugs

We will pay the **covered expenses incurred** by the **covered person** 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 for a covered injury that resulted directly and independently of all other causes from a covered accident that meet 1. above and are prescribed by a physician for therapeutic use not specifically approved by the FDA. We will not cover prescriptions for non-covered services such as illness or wellness not related to a covered accident.

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 requests that a non-generic drug be dispensed to the **covered person**.

Eyeglasses, Contact Lenses, Hearing Aids, Artificial Dental Devices

We will pay covered expenses incurred by the covered person for eyeglasses, contact lenses, hearing aids or artificial dental devices when purchase and fitting is necessary to treat a covered injury and/or repair or replacement, when damaged in a covered accident for which the covered person has incurred other covered expenses We will pay the covered expenses incurred for the Eyeglasses, Contact Lenses, Hearing Aids, Artificial Dental Devices up to the maximum amount shown in the *schedule of benefits*.

Accidental Ingestion Of Controlled Drugs

We will pay the benefit amount shown in the Schedule of Benefits if you accidentally ingest a controlled drug.

We will pay expenses of emergency medical care arising from accidental ingestion or consumption of a controlled drug. (1) In the case of benefits based upon confinement as an inpatient in a hospital, the period of confinement for which benefits shall be payable shall be at least 30 days in any calendar year. (2) For covered expenses incurred by you while other than an inpatient in a hospital, benefits shall be available for such expenses during any calendar year up to a maximum of \$500. For purposes of this benefit, the term "covered expenses" means the reasonable charge for treatment deemed necessary under generally accepted medical standards.

OTHER BENEFITS

Expanded Medical Benefit for Sports Conditions

We will pay covered expenses incurred by the covered person for the treatment of the Sports Conditions shown in the *Schedule of Benefits* if they are aggravated by the covered person's participation in a covered activity.

Termination of Expanded Medical Benefit for Sports Conditions Benefit

This benefit will terminate at 11:59 P.M. Standard Time on the day after the team of which the **covered person** is a member has played its last game, including post-season tournament play.

Heart and Circulatory Conditions

We will pay covered expenses incurred by the covered person for the treatment of a heart or circulatory malfunction if the heart or circulatory malfunction occurs and is first manifested during a covered activity, subject to the maximum amount shown in the Schedule of Benefits for the Heart and Circulatory Conditions.

Termination of Heart and Circulatory Conditions Benefits

This benefit will terminate at 11:59 P.M. Standard Time on the day after the team of which the **covered person** is a member has played its last game, including post-season tournament play.

Exclusions that apply to this coverage are in the *General Exclusions and Benefit Specific Exclusions Section*.