

**MUTUAL OF OMAHA INSURANCE COMPANY**

Mutual of Omaha Plaza  
Omaha, NE 68175



Home Office Use Only

Policy Number(s): SB21CCVA-P-052890

**Participant Accident Insurance Application**

**Applicant** (Full Legal Name) Virginia Scholastic Rowing Association

Address P.O. Box 73

City Fairfax Station

State VA

Zip 22039

**Requested Effective Date** October 2, 2016

If this application is approved, insurance will become effective on the requested effective date, unless Mutual of Omaha Insurance Company sends written notice of a different effective date.

**ACKNOWLEDGMENT AND SIGNATURE**

All statements in this application and any claims experience data provided to Mutual of Omaha Insurance Company are true and complete and will be relied upon by Mutual of Omaha Insurance Company to determine whether to issue a policy. Such statements and claims experience data, along with the group insurance proposal from Mutual of Omaha Insurance Company, are the basis for any policy issued by Mutual of Omaha Insurance Company. Any incomplete, incorrect or misleading statements or data may void this application and any issued policy as of the effective date.

If an authorized representative at Mutual of Omaha Insurance Company Home Office does not approve this application, no insurance is in effect at any time and any premium payment received will be returned.

This application is submitted with a premium payment of \$ 9,216-00

**Signature of Applicant's Authorized Representative** Dorothy R. Lazor

**Typed or Printed Name of Authorized Representative** DOROTHY R. LAZOR

**Title** PRESIDENT

**Date** 24 SEPT 2016

**Name of broker, agent and/or insurance agency** \_\_\_\_\_

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

**Arkansas; District of Columbia; Louisiana; New Mexico; West Virginia Fraud Warning:** Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

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

**Kansas Fraud Warning:** Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, may be guilty of a crime and may subject such person to criminal and civil penalties as determined by a court of law.

**Maine; Tennessee; Virginia Fraud Warning:** It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines or a denial of insurance benefits.

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

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

## POLICY SCHEDULE OF BENEFITS

**POLICY NO.:** SB21CCVA-P-052890

### POLICYHOLDER/SPONSORING ORGANIZATION INFORMATION:

Virginia Scholastic Rowing Association  
PO Box 73  
Fairfax Station, VA 22039

**Effective Date:** October 2, 2016

**Expiration Date:** October 2, 2017

### ELIGIBILITY:

Class 1: All member participants, coaches, officials, local organizing committee members and volunteers of the Virginia Scholastic Rowing Association while participating in Virginia Scholastic Rowing Association sanctioned and approved events.

Class 2: All visiting team member participants while participating in Virginia Scholastic Rowing Association sanctioned and approved events.

### SCOPE OF COVERAGE:

<u>Class</u>	<u>Insured Risk</u>	<u>Benefits</u>
1	Sponsored Activity (IRCATATH030)	Medical Expense (AMECAT001) Disability Benefits (DISABCAT001) Adjustment Expense Benefit (ADJEXCAT001) Special Expense Benefit (SPECEXCAT001) College Education Benefit (CLGEDCAT001) Cat Cash Benefit (CATCASH001) Heart or Circulatory Malfunctions Benefit (HCMCAT001) AD & Specific Loss Benefit (ADSLCATPERC001)
2	Sponsored Activity (IRCATACT001)	Medical Expense (AMECAT001) Disability Benefits (DISABCAT001) Adjustment Expense Benefit (ADJEXCAT001) Special Expense Benefit (SPECEXCAT001) College Education Benefit (CLGEDCAT001) Cat Cash Benefit (CATCASH001) Heart or Circulatory Malfunctions Benefit (HCMCAT001) AD & Specific Loss Benefit (ADSLCATPERC001)

**AGGREGATE LIMIT OF LIABILITY:**

\$3,000,000.00

**DEDUCTIBLE - (Reducing):**

\$25,000.00

**DEDUCTIBLE ESTABLISHMENT PERIOD:**

24 months

**BENEFITS:****Medical Expense Benefit - Full Excess**

Benefit Percentage	100%
Maximum Benefit Period	Lifetime
Maximum Benefit Amount	\$3,000,000.00

Maximum for Medically Necessary Hospital Inpatient Services and Supplies Included in Medical Maximum

Maximum for confinement in an Extended Care Facility per Calendar Year \$365,000.00

Daily Room and Board Limit	
Private or Semi Private Room	Average semi private rate of Hospital in which confined
Intensive Care	Allowable Expense

Combined Home Health Care and Custodial Care  
Maximum Benefit per Calendar Year \$100,000.00

Custodial Care Maximum Benefit per Calendar Year  
subject to the Combined Home Health Care and  
Custodial Care Maximum Benefit per Calendar Year \$100,000.00

Home Health Care Maximum Benefit per Calendar Year  
subject to the Combined Home Health Care and  
Custodial Care Maximum Benefit per Calendar Year \$100,000.00

Treatment of Mental or Nervous Disorders  
Doctor Fees –

Amount per Visit	\$50.00
Visits per Day	1
Number of Visits per Calendar Year	50

Inpatient Hospital Up To 45 Days

Maximum Spinal Manipulation Benefit  
Maximum Amount per Calendar Year \$1,000.00

Maximum Outpatient Physical Therapy Benefit  
Maximum Amount per Calendar Year \$50,000.00

Maximum Prosthetic Limitation

Benefit Amount payable during the first two (2) Years after covered accident	\$100,000.00
Benefit Amount payable for each consecutive ten (10) year period immediately thereafter	\$100,000.00
If amputation of the leg is above the knee	\$200,000.00
Maximum Benefit Amount	\$500,000.00
If amputation of the leg is above the knee	\$750,000.00

**Disability Benefit**

Total Disability Benefit	\$1,000.00 per Month
Monthly Gross Earnings Amount	\$2,500.00 for 6 Months
Total Disability Maximum Period Payable	Lifetime

Partial Disability Benefit	\$750.00 per Month
Monthly Gross Earnings Amount	\$2,500.00 for 6 Months
Partial Disability Maximum Period Payable	Lifetime

**Adjustment Expense Benefit**

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

**Special Expense Benefit**

Limit during first 10 years following the Date of the Covered Accident	\$100,000.00
Limit for each 10 year period thereafter	\$50,000.00

**College Education Benefit**

Loss Establishment Period	8 Years
Maximum Aggregate Benefit	\$50,000.00

**Catastrophic Cash Benefit:**

Maximum Benefit Amount	\$10,000.00
Traumatic Brain Deficit	100% of Maximum Benefit Amount
Waiting Period	6 Months
Paralysis	
Quadriplegia (total Paralysis of four limbs)	100% of Maximum Benefit Amount
Paraplegia (total Paralysis of both lower limbs)	100% of Maximum Benefit Amount
Hemiplegia (total Paralysis of one upper and one lower limb)	100% of Maximum Benefit Amount
Uniplegia (total Paralysis of one upper limb or one lower limb)	50% of Maximum Benefit Amount
Loss Establishment Period	60 Days
Waiting Period	12 Months

**Loss of Life Due to Heart or Circulatory Malfunctions Benefit**

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

**Accidental Death and Specific Loss Benefit**

Principal Sum	\$10,000.00
Loss Establishment Period	365 Days

**The following riders are attached to and made a part of this policy:**

Guaranty Association Act Notice	M27660_1014
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**ANNUAL PREMIUM:**

\$9,216.00

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

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# MUTUAL OF OMAHA INSURANCE COMPANY

Mutual of Omaha Plaza, Omaha, NE 68175



This policy is a legal contract between the Policyholder shown on the Schedule and Us. It is issued in consideration of the payment of the required premium. We agree to pay benefits, subject to the terms, conditions, and limitations of this policy.

This policy is issued in and will be interpreted by the laws of the State of Commonwealth of Virginia, without giving effect to the principles of conflicts of law of that State or any other state. Any part of this policy which is in conflict with the laws of the State of Commonwealth of Virginia is changed to conform to the minimum requirements of that State's laws.

This policy goes into effect on the Policy Effective Date shown on the Schedule. It expires on the Policy Expiration Date shown on the Schedule. This policy may be renewed for additional terms with Our written consent. Each term begins and ends at 12:01 a.m., Standard Time, at the main office of the Policyholder.

**THIS IS A BLANKET LIMITED ACCIDENT POLICY.**

**READ IT CAREFULLY.**

**BENEFITS ARE NOT PAYABLE FOR LOSS DUE TO SICKNESS.**

**THIS POLICY IS NOT A MEDICARE SUPPLEMENT POLICY.**

**If you are eligible for Medicare, review the Guide to Health Insurance for People with Medicare available from Us.**

Chief Executive Officer

Corporate Secretary

## **NOTICE(S)**

If You have any questions about or concerns with this coverage, please first contact the Policyholder or Sponsoring Organization or Your benefits administrator. If after doing so You still have a question or concern, You may contact Us at:

**Mutual of Omaha Insurance Company**  
**3300 Mutual of Omaha Plaza**  
**Omaha, Nebraska 68175**  
**Call Toll-Free: 1-800-524-2324**  
**[www.mutualofomaha.com](http://www.mutualofomaha.com)**

When contacting Us, please have Your Policy number available.

After the above contact, and if Your problem is not resolved, You may contact the Virginia State Corporation Commission's Bureau of Insurance at:

**Bureau of Insurance – SCC**  
**P.O. Box 1157**  
**Richmond, VA 23218**

**Phone: 1-804-371-9741 (Richmond area); 1-800-552-7945 (toll-free within VA); 1-877-310-6560 (national toll-free)**

**Written correspondence is preferable so that a record of your inquiry is maintained. When contacting your agent, company, or the Bureau of Insurance, have your policy number available.**

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## **INSURED RISKS**

Unless otherwise stated on the Schedule, We will pay benefits for a loss only once , even if coverage was provided under more than one insured risk.

### **SPONSORED ACTIVITY COVERAGE (IRCATATH030)**

We will pay the benefits in this policy for an Insured while:

- participating in a Sponsored and Supervised Activity;
- participating in regularly scheduled athletic games or competition or practice sessions;
- traveling in transportation:
  - paid for or reimbursed by the Policyholder/ Sponsoring Organization; or
  - proceeding directly to and from and without interruption between approved locations authorized by the Policyholder/Sponsoring Organization.

### **SPONSORED ACTIVITY COVERAGE (IRCATACT001)**

We will pay the benefits in this policy for an Insured while:

- participating in a Sponsored and Supervised Activity.



## **ELIGIBILITY FOR BENEFITS**

### **ELIGIBILITY**

Persons who are eligible to be an Insured under this policy are described on the Schedule. This includes persons who may become eligible while this policy is in force.

### **WHEN INSURANCE BEGINS**

Insurance for an Insured begins on the later of:

- the Policy Effective Date or
- the day the Insured becomes eligible under the terms of this policy.

### **CHANGE IN COVERAGE**

Any change in the Insured's coverage because of change of class as shown on the Schedule will become effective on the date of the change.

### **WHEN INSURANCE ENDS**

Insurance for an Insured will end on the earliest of the date:

- the Insured is no longer eligible;
- the Insured enters full time active duty in any Armed Forces;
- any premium for the Insured is due and unpaid, subject to the Grace Period provision; or
- this policy is terminated.

Termination of insurance will not affect a claim incurred while coverage was in effect.

## BENEFITS

We pay benefits under this policy subject to the TERMS OF BENEFITS section after the Insured satisfies the Deductible. Benefits may be adjusted for factors that include, but are not limited to, discounts, write-offs, and negotiated fees.

### MEDICAL EXPENSE (AMECAT001)

We will pay the following Medical Expenses incurred as a result of an Accident. Benefits are subject to the Deductible, Benefit Percentage, Maximum Benefit Amount, Benefit Period, and any applicable sub-limit amounts shown on the Schedule.

1. Hospital room and board charges, up to the average semi-private daily room rate, for each day in the Hospital;
2. Intensive Care Unit charges are payable in lieu of payment for Hospital room and board charges for each day the Insured is confined in an intensive care unit;
3. Hospital miscellaneous charges during a Hospital confinement. Miscellaneous charges do not include charges for telephone, radio or television, extra beds or cots, meals for guests, take-home items, or other convenience items;
4. outpatient charges by a Hospital for:
  - a. pre-admission testing if Hospital confinement occurs within seven days of the testing;
  - b. emergency room treatment. Treatment must be received within 72 hours of the Accident;
  - c. emergency room physician; or
  - d. use of surgical facilities;
5. surgical charges for the primary performance of a surgical procedure by a Physician subject to the following:
  - a. if bilateral or multiple surgical procedures are performed by one Physician, We will pay the Medical Expenses for the primary procedure;
  - b. for each procedure that is not the primary procedure performed through the same incision as the primary procedure, We will pay 50% of the amount otherwise payable if the additional procedure were the primary procedure;
  - c. if multiple surgical procedures are performed during the same operating session, reimbursement will be based upon the following: 100% of Allowable Expense for the primary procedure, 50% of Allowable Expense for the secondary procedure, and 25% of Allowable Expense for the third and subsequent procedures;
  - d. any procedure that would not be an integral part of the primary procedure or is unrelated to the diagnosis will be considered incidental and no benefits will be provided for such procedure;
  - e. if multiple unrelated surgical procedures are performed by two or more Physicians on separate operative fields, benefits will be based on the Medical Expenses for each Physician's primary procedure; and
  - f. if two or more Physicians perform a procedure that is normally performed by one Physician, We will only pay the Medical Expenses for the primary Physician;
6. surgical charges for assistant surgeon duties will be reimbursed at 25% of the Allowable Expense for surgery codes that have been assigned an assistant surgery indicator by the Centers for Medicare & Medicaid Services;
7. charges for anesthesia and its administration for surgery;
8. charges for a second surgical opinion or consultation by a Physician;
9. Physician's charges for other than pre- or post-operative care for in-Hospital visits or office visits;
10. charges for Laboratory Tests and diagnostic imaging including X-Ray, or MRI, or CAT Scan and the Physician's charges for reading or interpreting the results;
11. charges for Spinal Manipulation;
12. charges for Durable Medical Equipment;
13. charges for physiotherapy which includes:
  - a. adjustment;
  - b. diathermy;
  - c. heat treatment;
  - d. manipulation;
  - e. microtherm;
  - f. ultrasonic;
14. charges for Ambulance Service (Surface) or and Ambulance Service (Air);
15. charges for Orthopedic Appliances;
16. charges for Prescription Drugs;
17. charges for dental treatment when Injury occurs to sound natural teeth;

18. charges for confinement in an Extended Care Facility;
19. charges for a Nurse, other than routine Hospital care, by or under the supervision of a Nurse;
20. charges for Home Health Care;
21. charges for Custodial Care services or treatment;
22. charges for prosthetic devices;
23. care and treatment of mental or nervous disorders by a Physician;
24. for medical or surgical services and other medical supplies commonly Used for therapeutic or diagnostic services, which are prescribed by a Physician;
25. charges incurred within five years from the date of the Accident for the removal of Internal Fixation mechanical devices inserted as a result of a covered Accident; and
26. other Medical Expenses as noted on the Schedule.

## **DISABILITY BENEFITS (DISABCAT001)**

We will pay benefits to a Partially or Totally Disabled Insured who:

- has Injuries that are expected to be of a continuous and indefinite duration, as certified in writing by a Physician We approved; and
- is under the continuous care of a Physician for his or her Injuries, unless the Insured has reached his or her maximum point of recovery as certified in writing by a Physician We approved; and
- is Partially or Totally Disabled within two years from the date of the Accident.

### **Partial Disability Benefits**

After a Partially Disabled Insured satisfies the Deductible shown on the Schedule, We will pay Partial Disability benefits in the amount shown on the Schedule.

Partial Disability benefits will end on the earliest of:

- the expiration of the Maximum Benefit Period shown on the Schedule;
- the date the Insured is no longer Partially Disabled; or
- the date the Insured has Monthly Gross Earnings greater than the amount shown on the Schedule for the number of consecutive months shown on the Schedule.

An Insured is not eligible for Partial Disability Benefits if the Insured qualifies for Total Disability Benefits.

### **Total Disability Benefits**

After a Totally Disabled Insured satisfies the Deductible shown on the Schedule, We will pay Total Disability benefits in the amount shown on the Schedule.

Total Disability benefits will end on the earliest of:

- the expiration of the Maximum Benefit Period shown on the Schedule;
- the date the Insured is no longer Totally Disabled; or
- the date the Insured has Monthly Gross Earnings greater than the amount shown on the Schedule for the number of consecutive months shown on the Schedule.

### **Resumption of Disability**

We will resume paying Partial Disability or Total Disability benefits to an Insured if:

- the Insured was receiving disability benefits under this policy and all disability benefits ended because the Insured was no longer Partially Disabled or Totally Disabled;
- the Insured again becomes Partially Disabled or Totally Disabled as a result of the Accident for which We previously paid the Insured disability benefits;
- the Partial Disability or Total Disability resumes within two years of the date the Insured's disability benefits ended under the Policy; and
- the Partial Disability or Total Disability lasts at least three consecutive months following resumption of the disability.

If the Insured is eligible to resume Partial Disability or Total Disability benefits, We will resume benefits in the following amounts:

- if the Insured was formerly Totally Disabled and resumes disability benefits as Partially Disabled, the amount the Insured would have received if the Insured had been Partially Disabled at the time the Insured's disability previously ended;
- if the Insured was formerly Partially Disabled and resumes disability benefits as Totally Disabled, the amount the Insured would have received if the Insured had been Totally Disabled at the time the Insured's disability previously ended; or
- if the Insured resumes disability benefits within the same category of disability, the amount the Insured was receiving at the time the Insured's disability previously ended.

If an Insured is entitled to the resumption of Partial Disability or Total Disability benefits, We will restart payments at the beginning of the fourth month following resumption of the disability. We will resume paying disability benefits under the same conditions set forth under the Partial Disability Benefits and Total Disability Benefits sections above.

### **ADJUSTMENT EXPENSE BENEFIT (ADJEXCAT001)**

We will pay adjustment expense benefits on behalf of the Totally Disabled Insured after the Insured satisfies the Deductible, up to the Maximum Benefit Amount shown on the Schedule.

Adjustment expenses are expenses incurred for:

- training an Immediate Family Member to perform the rehabilitative or custodial functions the Insured needs, up to the amount shown on the Schedule. The training must occur during the time immediately after the date of the Accident shown on the Schedule;
- Family Travel expenses for Immediate Family Members between their home and the Insured's place of treatment (Hospital or Rehabilitation Facility), up to the amount shown on the Schedule for each family member. The travel must occur during the time immediately after the date of the Accident shown on the Schedule. Family Travel is limited to no more than two Immediate Family Members at one time; and
- lost earnings by the Insured's spouse (if the Insured is married) or one parent or legal guardian as the result of the Insured's Injury. Lost earnings expense will be limited to the percentage of Monthly Gross Earnings shown on the Schedule. The maximum benefit per week and the maximum period of time benefits are available after the date of the Accident are shown on the Schedule. Weeks and months of lost earnings must be consecutive.

### **SPECIAL EXPENSE BENEFIT (SPECXCAT001)**

We will pay for Special Expenses for a Totally Disabled Insured after the Insured satisfies the Deductible, up to the amounts shown on the Schedule.

Payment for purchase or modifications of a motor vehicle or housing is limited to those items that are appropriate and Medically Necessary to accommodate the Insured's Total Disability. Such Special Expenses must be recommended by the Insured's Physician and approved by Us.

*Special Expense* means an expense incurred by an Insured who is Totally Disabled for a special item to accommodate his or her physical disability. Such special items may include:

- a specialized wheelchair or other types of equipment or computer programs designed for use by someone with the Insured's type of physical disability;
- the adaptation or modification of the Insured's owned motor vehicle or such motor vehicle as was usually used by the Insured. The purchase of a motor vehicle is limited to those expenses reasonably necessary to provide a motor vehicle appropriate to accommodate the Insured. Such purchase will be made only if the Insured's then existing motor vehicle cannot be modified to accommodate the Insured's physical disability; or
- the adaptation or modification of the Insured's housing.

### **COLLEGE EDUCATION BENEFIT (CLGEDCAT001)**

We will pay college education benefits on behalf of a Totally Disabled Insured after the Insured satisfies the Deductible. College Education benefits pay for the cost of attendance to obtain an undergraduate degree at an accredited institution. The Totally Disabled Insured must start undergraduate study after the date of the Accident and within the Loss Establishment Period. The cost of attendance equals the sum of tuition, room and board, required books, lab fees, and mandatory activity

fees minus any other financial aid, grants or scholarships, including athletic scholarships, the Insured receives. We will pay the college education benefit directly to the accredited institution attended by the Insured.

The college education benefit will not exceed the Maximum Benefit Amount shown on the Schedule.

The college education benefit will end on the earliest of:

- the date the Insured completes the requirements of the accredited institution to receive any undergraduate degree, regardless of the Insured's course of study;
- the 20<sup>th</sup> anniversary of the date the Insured started undergraduate study after the Accident; or
- the date We have paid the Maximum Benefit Amount for the Insured.

**CATASTROPHIC CASH BENEFIT (CATCASH001)**

If an Insured suffers a loss from an Accident, We will pay benefits after the waiting period up to the Maximum Benefit Amount for Traumatic Brain Deficit or Paralysis as stated on the Schedule. If the Insured has more than one loss from one Accident, We will pay only the largest benefit to which the Insured is entitled.

If an Insured sustains a loss under this benefit provision and sustains a loss under the Accidental Death and Specific Loss provision, We will pay only the largest benefit.

**LOSS OF LIFE DUE TO HEART OR CIRCULATORY MALFUNCTIONS BENEFIT (HCMCAT001)**

We will pay the Loss of Life benefit shown on the Schedule if the Heart or Circulatory Malfunction results in the Insured's death. Death must occur within the Loss Establishment Period.

For the Loss of Life benefit, the Heart or Circulatory Malfunction is limited to a myocardial infarction, coronary thrombosis, or cerebral vascular accident.

**ACCIDENTAL DEATH AND SPECIFIC LOSS BENEFIT (ADSLCATPERC001)**

We will pay the benefit amounts shown below, based upon the Principal Sum shown on the Schedule, for accidental death and specific loss which:

- results solely from an Injury to the Insured that occurs during a Sponsored and Supervised Activity and from no other contributory cause; and
- is sustained within the Loss Establishment Period.

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

**TABLE OF BENEFITS FOR  
ACCIDENTAL DEATH AND SPECIFIC LOSS**

<i>Loss</i>	<i>Benefit Amount</i>
Loss of Life	100% of Principal Sum
Loss of Both Hands	100% of Principal Sum
Loss of Both Feet	100% of Principal Sum
Loss of Entire Sight of Both Eyes	100% of Principal Sum
Loss of One Hand and One Foot	100% of Principal Sum
Loss of One Hand and Entire Sight of One Eye	100% of Principal Sum
Loss of One Foot and Entire Sight of One Eye	100% of Principal Sum
Loss of Speech and Hearing	100% of Principal Sum
Loss of Entire Sight of One Eye	50% of Principal Sum
Loss of Speech or Hearing	50% of Principal Sum
Loss of One Hand or One Foot	50% of Principal Sum
Loss of Thumb and Index Finger	25% of Principal Sum

## **EXCLUSIONS AND LIMITATIONS (EXCAT004-VA)**

No benefits are payable for:

1. Repetitive Motion Injuries or the aggravation thereof;
2. bacterial infection, except infection of and through a wound accidentally sustained;
3. loss from intentionally self-inflicted injury, suicide while sane or insane;
4. loss from commitment of or an attempt to commit a felony, or engagement in an illegal activity;
5. loss from an act of declared or undeclared war;
6. loss from participation in a riot or insurrection;
7. loss from travel or flight in or descent from any aircraft, unless the Insured is a passenger for authorized group or team travel on a regularly scheduled flight on a commercial airline, or is a passenger on an aircraft chartered solely for the purpose of travel which has a valid airworthiness certificate from the jurisdiction in which operated and which is being operated by a duly licensed pilot;
8. charges which exceed the Allowable Expense;
9. charges incurred for dental work unless the Insured sustains an Injury which results in damage to his or her natural teeth;
10. charges incurred for television, telephone, water pitcher, and other personal convenience items, or expenses for other persons, except as may be specifically provided for elsewhere in this policy;
11. charges incurred for services or supplies not specifically provided for in the policy;
12. charges which would not have been made in the absence of insurance or which the Insured is not legally obligated to pay;
13. charges incurred for cosmetic procedures, unless made Medically Necessary by an Injury;
14. charges incurred for eyeglasses, contact lenses, or hearing aids or for any examination or fitting related to these devices unless made Medically Necessary by an Injury;
15. charges incurred for care, treatment, or service which is not Medically Necessary to the diagnosis or treatment of an Injury;
16. charges incurred for the professional services of a person who either lives with the Insured or is an Immediate Family Member;
17. charges incurred for Experimental or Investigational Drug or Treatment;
18. charges incurred for articles of clothing which are intended for use more than once;
19. routine medical examination and related medical services;
20. charges which are recoverable from any other insurance policy, service contract, Workers' Compensation, or other arrangements of insured or self-insured group coverage;
21. elective treatment or surgery, health treatment or examination where no Injury is involved;
22. drugs that promote fertility, treat infertility, enable sexual performance, or provide sexual enhancement;
23. injuries associated with activities or travel outside the United States unless the Injury occurred as part of a Sponsored and Supervised Activity held outside the United States and the treatment is not considered an Experimental or Investigational Drug or Treatment in the United States;
24. Pre-existing Condition (except for loss incurred or disability commencing after the earlier of (i) the end of the continuous period of 12 months commencing on or after the effective date of the person's coverage during which the person received no medical advice or treatment in connection with the disease or physical condition, or (ii) the end of the two-year period commencing on the effective date of the person's coverage);
25. Injury caused by, attributable to, or resulting from the Insured's Intoxication;
26. Injury caused by, attributable to, or resulting from the Insured's use of a Controlled Substance unless administered.

### **NONDUPLICATION OF BENEFITS**

If any item of expense is payable under more than one provision of this policy, We will pay only the largest benefit to which the Insured is entitled.

## **TERMS OF BENEFIT PAYMENTS**

We will pay the benefits specified in the BENEFITS section to all Insureds who suffer a loss within the Scope of Coverage due to Injury. We consider a claim for an expense for treatment, service, or purchase to be incurred under this policy on the date the treatment or service is provided or the purchase is made.

### **FULL EXCESS MEDICAL EXPENSE (TBCATFE001)**

We will pay the Medical Expenses an Insured incurs that exceed amounts payable by any Other Insurance Plan, subject to the Deductible, Benefit Percentage, and Benefit Period shown on the Schedule. We will determine the amount of benefits provided by any Other Insurance Plan without reference to any coordination of benefits, non-duplication of benefits, or similar provisions. The amount of benefits provided by an Other Insurance Plan includes any amount to which the Insured is entitled whether or not a claim is made for the benefits. This policy is secondary to all Other Insurance Plans.

If an Insured is covered under a policy issued by another insurance carrier which provides substantially similar benefits and provisions and has a deductible of \$25,000 or more, such policy will not be considered an Other Insurance Plan. Instead, this policy, on an excess basis over all Other Insurance Plans, will share payment of eligible benefits with the other policy by contribution based on equal shares. Under this approach, this policy will contribute an amount equal to that contributed by the other catastrophic policy until the benefits owed are paid.

The first Medical Expense must be incurred within the Loss Establishment Period stated on the Schedule.

The Maximum Benefit Amount payable and sub-limits under this policy are shown on the Schedule.

### **AGGREGATE LIMIT OF LIABILITY**

The Aggregate Limit of Liability per Insured is shown on the Schedule. We will not be liable for any amount over this limit for any Insured for any one Accident.

## CLAIM PROVISIONS

### NOTICE OF CLAIM

We must receive written notice within 90 days after a loss occurs or begins, or as soon as reasonably possible. Notice can be given at Our home office or to Our authorized representative. Notice should include:

- the Policyholder's/Sponsoring Organization's name;
- the policy number; and
- the Insured's name and address.

### CLAIM FORMS

When We receive the notice of the claim, We will furnish forms for filing proof of loss within 15 days. If We do not furnish the necessary forms within 15 days, written information may be given that includes the nature, date, cause, and extent of the loss for which claim is made.

### PROOF OF LOSS

We must be given written proof of loss at Our home office or to Our authorized representative within 90 days after the date of the loss. If the written proof is not given within 90 days, the claim will not be invalidated or reduced if:

- it was not reasonably possible to give proof within 90 days and
- proof is given as soon as reasonably possible, but not later than 15 months from the date it is otherwise required, except in the absence of legal capacity.

If the claim is for a continuing loss for which this policy provides periodic payments, We or our authorized representative may require written proof of continuing loss at intervals We may reasonably request but not more frequently than every 90 days.

### Physical Examination and Autopsy

We, at Our expense, have the right to have an Insured examined, as often as it may reasonably require, whenever his or her loss is the basis of a claim.

We, at Our expense, have the right to require an autopsy of the Insured if not prohibited by law.

### PAYMENT OF CLAIMS

We will pay benefits after We receive acceptable proof of loss and confirm benefits are payable, but no later than 60 days.

We will pay benefits for loss of life and any benefits payable to the Insured but unpaid at the Insured's death to the Insured's named beneficiary for this policy. This choice must be in writing and filed with Us, or filed with the Policyholder/Sponsoring Organization if We have agreed in advance.

The Insured has the right to change the beneficiary. Unless this right has been given up, the Insured does not need the consent of the beneficiary to make a change.

If the Insured has not named a beneficiary or no beneficiary survives the Insured, We will pay benefits at the Insured's death as follows:

- to the Insured's surviving spouse; if none, then
- in equal shares to the Insured's surviving children; if none, then
- in equal shares to the Insured's surviving parents; if none, then
- in equal shares to the Insured's surviving brothers and sisters; if none, then
- to the Insured's estate.

If benefits are payable to a person who is not legally competent to claim or release benefits, a minor, or an estate, We may pay up to \$1,000 to any relative by blood or marriage whom We find entitled to the payment. This good faith payment satisfies Our legal duty to the extent of the payment.



## **Assignment of Benefits**

The Insured may direct that We pay benefits to a Hospital, Physician, or other provider who furnished care, diagnosis, advice, or supplies. We are not liable for any actions We take before We receive notice of the assignment. We are not responsible for the validity of any assignment of benefits.

## **OPPORTUNITY TO REQUEST AN APPEAL**

The claimant may request an appeal, in writing, within 60 days after receiving notice of Our initial claim review decision.

The request for an appeal should include:

- the Policyholder's/Sponsoring Organization's name and the policy number or group number;
- the Insured's name and mailing address;
- the name and mailing address of the claimant filing the appeal, if different from the Insured;
- the nature of the appeal; and
- any additional information that may have been omitted from Our review or that We should consider.

By requesting an appeal, the claimant has authorized Us, or anyone We designate, to review any and all records (including, but not limited to, medical records) which We determine may be relevant to the appeal. We will review all information submitted and make Our final determination. No additional appeals are available.

Applicable state laws may contain requirements for claims review and appeal procedures. To the extent that this provision is inconsistent with any state law requirement, the requirement that is most favorable to the claimant will apply.

## **AUTHORITY TO INTERPRET POLICY**

By purchasing this policy, the Policyholder/Sponsoring Organization grants Us the discretion and the final authority to construe and interpret this policy. This means that We have the authority to decide all questions of eligibility and all questions regarding the amount and payment of any policy benefits within the terms of this policy as We interpret it. We will pay benefits under this policy only if We decide, in Our discretion, that a person is entitled to them. In making any decision, We may rely on the accuracy and completeness of any information furnished by the Policyholder/Sponsoring Organization, an Insured, or any other third party.

The Policyholder/Sponsoring Organization further grants Us the authority to delegate to third parties, including, without limitation, any third party administrator with whom We have contracted to provide claims administration and other administrative services, the discretionary authority granted in this policy. The Policyholder/Sponsoring Organization expressly grants such third party the full discretionary authority granted to Us under this policy.

## **PREMIUM PROVISIONS**

### **REPORTING REQUIREMENTS**

The Policyholder/Sponsoring Organization or its authorized agent must report to Us any additional information required as We and the Policyholder/Sponsoring Organization agree. We must receive this report before the premium due date.

### **GRACE PERIOD**

There is a 31-day grace period for payment of each premium due after the first premium. This means that, except for the initial premium, if premium is not paid on or before the date it is due, the premium must be paid in the 31-day period that follows. We will consider premium to be paid on the date We receive it.

Insurance will stay in force during the grace period unless the Policyholder/Sponsoring Organization has notified Us of its intention to terminate this policy.

If We have not been notified otherwise and the premium has not been paid, this policy will end on the last day of the grace period.

### **CHANGES IN RATES**

We have the right to change the premium rates:

- at any time there is a change in the coverage provided or classes eligible;
- at any time there is a change in the risks We have assumed; or
- after the first 12 months insurance is in effect.

New rates based on coverage or eligibility changes will take effect on the effective date of those changes. Otherwise, We will give 60 days written notice when We change the rates. Notice will be sent to the Policyholder's/Sponsoring Organization's most recent address in Our records.

### **REINSTATEMENT AFTER TERMINATION**

If this policy terminates for any reason, the Policyholder/Sponsoring Organization may request to reinstate it. We will reinstate only if:

- an authorized representative in Our home office agrees in writing to reinstate this policy;
- the Policyholder/Sponsoring Organization agrees in writing to accept any written conditions of reinstatement that We impose;
- all past due premiums are paid, including any premium for the time insurance was in effect during the grace period; and
- the premium due from the date of reinstatement until the next premium due date is paid.

## **GENERAL PROVISIONS**

### **INSURANCE CONTRACT**

The insurance contract consists of:

- this policy;
- the attached Schedule; and
- any riders or endorsements; and
- the application.

Statements in an application are considered representations and not warranties. We will not use any statements in the Policyholder/Sponsoring Organization's application to deny a claim or to contest the validity of this insurance unless We provide the Policyholder/Sponsoring Organization, the Insured, the Insured's beneficiary or an authorized representative with a copy of that application.

The application will attach to and become a part of the policy when issued.

The insurance contract may be changed (including reducing or ending benefits or increasing premium costs) any time We and the Policyholder/Sponsoring Organization both agree to a change, unless required by law. No one else has the authority to change the insurance contract. A change in the insurance contract must be:

- in writing;
- made a part of this policy; and
- signed by Our authorized representative in Our home office.

### **WORKERS COMPENSATION INSURANCE**

This policy does not satisfy any requirement for coverage under any workers compensation law.

### **POLICYHOLDER/SPONSORING ORGANIZATION RECORDS**

The Policyholder/Sponsoring Organization or its authorized administrator will maintain records of the essential features of each Insured's insurance under this policy.

We have the right to examine the Policyholder's/Sponsoring Organization's records relating to coverage under this policy. Examination may occur at any reasonable time up to the later of:

- two years after this policy ends or
- the date of final adjustment and settlement of all claims under this policy.

### **POLICY TERMINATION**

We may terminate this policy at any time. We will give at least 45 days notice before termination.

The Policyholder/Sponsoring Organization may terminate this policy at any time.

We will refund any unearned premium from the date of termination.

Policy termination will not affect a claim for a loss due to an Accident that occurred while this policy was in effect.

### **INCONTESTABILITY**

We will not contest this Policy after it has been in force two years, except for nonpayment of premium.

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

### **CONFORMITY WITH STATE STATUTES**

Any provision of this policy in conflict with the laws of the state where it is issued on the Policy Effective Date is amended to conform to the minimum requirements of such laws.

**LEGAL ACTIONS**

No legal action to recover under this policy can be brought within 60 days after We have been given written proof of loss. No legal action can be brought after three years from the time written proof of loss is required to be given to Us.

**CERTIFICATES OF INSURANCE**

We will deliver a certificate of insurance to the Policyholder/Sponsoring Organization for delivery by the Policyholder/Sponsoring Organization to the Insured. Each certificate will list the benefits, conditions, and limits of this policy.

## DEFINITIONS

**Accident** means an unexpected and unintended event which:

- causes Injury to an Insured and
- occurs within the Scope of Coverage.

**Ambulance Service (Air)** means the service provided:

- by means of a fixed or roto-winged aircraft equipped with life support and medical apparatus and
- for the primary purpose of transporting an Insured to or from the Hospital where treatment is given.

**Ambulance Service (Surface)** means the service provided:

- by a commercial or municipal ground ambulance service and
- for transporting an Insured to or from the Hospital where treatment is given.

**Activities of Daily Living (ADLs)** means:

- transferring oneself (such as moving in or out of a bed or chair);
- dressing (putting on or removing from oneself items of clothing);
- bathing (washing oneself in a bathtub or shower or by sponge bath);
- feeding (giving oneself food or nourishment, including through a feeding tube);
- toileting (getting oneself on or off a toilet and related hygiene); and
- continence (maintaining one's control of bladder or bowel functions or maintaining care of a catheter or colostomy bag if one cannot control bladder or bowel functions).

**Allowable Expense** means a Medical Expense payable under the policy that is not in excess of the 80<sup>th</sup> percentile identified on Context4HealthCare (the "Database"). When there is, in Our determination, minimal data available from the Database for a Medical Expense, We will determine the amount to pay by calculating the unit cost for the applicable service category using the Database and multiplying that by the relative value of the Medical Expense based upon a commercially available relative value scale selected by Us. In the event of an unusually complex medical procedure, a Medical Expense for a new procedure or a Medical Expense that otherwise does not have a relative value that is in Our determination applicable, We will assign a relative value. The Medical Expenses We pay may not reflect the actual charges of a provider and does not take into account the provider's training, experience, or category of licensure. A provider may charge the Insured the difference between what the provider charges and the amount We pay under the policy. The Database will be updated by Us as information becomes available from the supplier, up to twice each year. We may modify the Database in Our discretion to reflect Our experience. We have the right, in Our discretion, to substitute or replace the Database with another database or databases of comparable purpose, with or without notice.

**Benefit Period** means the period of time from the date of the Injury within which benefits will be paid for an applicable benefit provision. The Benefit Period is shown on the Schedule.

**Controlled Substance** means any drug or substance, other than alcohol, having the capacity to affect behavior and that is regulated by law with regard to possession and use.

**Custodial Care** means services or treatment, regardless of where provided:

- which could be rendered safely by a person without medical skills; and
- which provides a routine level of maintenance care designed mainly to help the patient with:
  - ADLs;
  - homemaking, such as preparing meals or special diets;
  - moving the patient;
  - acting as companion or sitter;
  - supervising medication which can usually be self-administered;
  - oral hygiene;
  - ordinary skin and nail care; and
  - cannot be self-administered.

Custodial Care does not include services or treatment provided by an Immediate Family Member or by a person who lives with the Insured, unless We specifically agree in writing. Custodial Care does not include Home Health Care services or treatment.

**Deductible (Reducing)** means the amount of eligible Medical Expenses incurred by an Insured before benefits are payable under this policy. Expenses must be incurred within the Deductible Establishment Period. Medical Expenses payable under any Other Insurance Plan will be used to satisfy or reduce this Deductible. It applies separately to each Insured and each Injury.

**Deductible Establishment Period** means the time period, beginning with the date of the Accident, in which the Deductible must be satisfied. This time period is shown on the Schedule.

**Durable Medical Equipment** means equipment that is Medically Necessary. It is equipment that can withstand repeated use, is primarily and customarily used to serve a medical purpose, and generally is not useful to anyone in the absence of an Injury.

**Experimental or Investigational Drug or Treatment** means a drug, device, treatment, or procedure:

- which cannot be lawfully marketed without approval of the U.S. Food and Drug Administration and which has not been so approved for marketing at the time the drug, device, treatment, or procedure is furnished;
- which was reviewed and approved (or which is required by federal law to be reviewed and approved) by the treating facility's Institutional Review Board or other body serving a similar function, or a drug, device, treatment, or procedure which is used with a patient informed consent document which was reviewed and approved (or which is required by federal law to be reviewed and approved) by the treating facility's Institutional Review Board or other body serving a similar function;
- which Reliable Evidence shows is the subject of ongoing phase I, II, or III clinical trials, or is under study to determine its maximum tolerated dose, its toxicity, its safety, its efficacy, or its efficacy as compared with the standard means of treatment or diagnosis; or
- for which the prevailing opinion among experts, as shown by Reliable Evidence, is that further studies or clinical trials are necessary to determine its maximum tolerated dose, its toxicity, its safety, its efficacy, or its efficacy as compared with the standard means of treatment or diagnosis.

**Reliable Evidence** means only published reports and articles in peer-reviewed medical and scientific literature; the written protocol or protocols used by the treating facility or the protocol(s) of another facility studying substantially the same drug, device, treatment, or procedure; or the patient informed consent document used by the treating facility or by another facility studying substantially the same drug, device, treatment, or procedure.

**Extended Care Facility** means an institution operating pursuant to applicable state law engaged in providing, for a fee, skilled nursing care and related services and physical therapy services under the supervision of a Physician and registered Nurses, to persons convalescing from illness or Injury. It must have facilities for 10 or more inpatients and maintain clerical records on all of its patients. To qualify as a Medical Expense under this policy, the Insured's confinement in an Extended Care Facility must:

- start within five days after the Insured has been continuously confined for at least five days in a Hospital as a result of an Accident;
- be for treatment of the Injuries resulting from such Accident;
- be one during which a Physician visits the Insured at least once every 30 days;
- be certified to be Medically Necessary by the attending Physician; and
- not be for routine Custodial Care.

**Family Travel** means travel via regularly scheduled commercial airline, train, bus, or Automobile. Family Travel includes the expense of general coach fares. Automobile expenses are limited to the prevailing Internal Revenue Service rate (based upon cents per mile) to the location of the Hospital or Rehabilitation Facility. Family Travel does not include the expense of clothing, tips, lodging, meals, car rental, or travel other than to the Hospital or Rehabilitation Facility, or any other item or service beyond that described herein.

**Heart or Circulatory Malfunction** means an acute onset of a cardiovascular or circulatory accident, stroke, or other similar traumatic event affecting the heart or circulatory system that:

- is first diagnosed and treated while the Insured's coverage under this policy is in force;
- occurs as a result of Injury to the Insured while participating in a Sponsored and Supervised Activity; and
- does not result from a Pre-Existing Condition.

**Home Health Care** means Nursing Care and treatment, to an Insured in his or her home, which is part of an overall extended treatment plan and a) is required for progressive and positive improvement of the Insured's medical condition and b) is necessary to provide care and treatment that cannot be self-administered.

To qualify as Home Health Care:

- the plan must be established and approved in writing by the attending Physician, including certification in writing by the attending Physician that confinement in a Hospital or Extended Care Facility would be required in the absence of Home Health Care and
- Nursing Care and treatment must be provided by a Hospital certified to provide Home Health Care services, by a certified Home Health Care agency or by an independently hired Nurse or Nurse Practitioner.

Home Health Care also means at home physical, speech, and occupational therapies when initiated in conjunction with discharge placement through a Rehabilitation Facility and approved by the attending Physician.

Home Health Care does not include services provided by an Immediate Family Member or a person who lives with the Insured, unless We specifically agreed to the services. Home Health Care does not include Custodial Care.

**Hospital** means an institution that:

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

**Immediate Family Member** means a spouse or a child, parent, grandparent, brother, or sister of the Insured, step-relatives in these same categories, or a person who reared the Insured, or a person whom the Insured reared.

**Injury or Injuries** means bodily harm which:

- requires treatment by a Physician;
- results in loss due to an Accident, independent of sickness and all other causes; and
- occurs during a Sponsored and Supervised Activity.

Bodily harm does not include a Pre-Existing Condition or a Repetitive Motion Injury.

**Instrumental Activities of Daily Living (IADLs)** means:

- using the telephone and other communication devices;
- shopping;
- preparing meals;
- housekeeping or basic home maintenance;
- doing laundry;
- driving or arranging transportation;
- self-administering medication(s);
- handling finances.

**Insured** means:

- a person as identified by the Policyholder/ Sponsoring Organization and shown in the Eligibility section of the Schedule.

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

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

**Laboratory Tests** means laboratory procedures identified in Physician Current Procedural Terminology (CPT) as codes 80000-89999 inclusive.

**Loss Establishment Period** means the time period shown on the Schedule, beginning with the date of the Accident, within which the following must occur:

- undergraduate study must start or resume for College Education Benefits;
- accidental death;
- a specific loss; or
- loss of life as a result of Heart or Circulatory Malfunction.

**Loss of a Foot** means Severance above the ankle.

**Loss of a Hand** means Severance at or above the wrist.

**Loss of Hearing** means total and permanent loss of hearing which cannot be corrected by any means.

**Loss of Sight** means the total, permanent loss of sight of the eye or eyes. The loss of sight must be irrecoverable by natural, surgical, or artificial means.

**Loss of Speech** means total, permanent, and irrecoverable loss of audible communication.

**Loss of a Thumb and Index Finger of the same hand** means Severance through or above the metacarpophalangeal joints of the same hand (the joints between the fingers and the hand) from the same Accident.

**Maximum Benefit Amount** means the total benefits payable under an applicable benefit provision. The Maximum Benefit Amount is shown on the Schedule.

**Medical Expenses** means expenses incurred for Medically Necessary care.

**Medically Necessary** means care that is ordered, prescribed, or rendered by a Physician or Hospital, and that We determine, or a qualified party or entity We select determines, to be:

- consistent with the diagnosis and treatment of the loss;
- appropriate with the standards of good medical practice;
- not solely for the convenience of the Insured;
- the most appropriate supply or level of service which can be safely provided; and
- not considered Experimental or Investigational.

In the case of Hospital or Extended Care Facility confinement, Home Health Care or Custodial Care, the length of confinement or treatment and the services or supplies furnished by the Hospital or Extended Care Facility, Home Health Care or Custodial Care plan will be Medically Necessary only if We can reasonably determine that they are related to the care or treatment of the Insured's condition. The services or supplies must not be an Experimental or Investigational Drug or Treatment in nature. The fact that a Physician may prescribe, order, recommend, or approve care, a service or supply does not, of itself, make the care, service, or supply Medically Necessary.

**Monthly Gross Earnings** means all sources of earnings required to be reported as items of income on IRS Form 1040, without regard to expenses, taxes, and credits, regardless of whether an IRS Form 1040 is filed.

**Nurse** means a professional, licensed, graduate registered nurse (RN), a professional licensed practical nurse (LPN) or a certified registered nurse anesthetist (CRNA).



**Nurse Practitioner** means a licensed registered nurse who has received special training for diagnosing and treating routine or minor ailments.

**Nursing Care** means care or treatment provided by a Nurse or Nurse Practitioner.

**Orthopedic Appliances** means braces and appliances that:

- are prescribed by a Physician;
- are primarily and customarily used to serve a medical purpose; and
- can withstand repeated use; and
- are Medically Necessary.

**Other Insurance Plan** means any contract, policy, or other arrangement for benefits or services for medical or dental care or treatment under:

- any group, or blanket policy of accident, disability, or health insurance;
- any arrangement of benefits for members of a group, whether insured or uninsured;
- any prepaid service arrangement such as Blue Cross or Blue Shield, individual or group practice plans, or health maintenance organizations;
- any amount payable for services for Injuries or diseases related to the Insured's job to the extent that he or she actually receives benefits under a workers' compensation law. If the Insured enters into a settlement to give up his or her rights to recover future Medical Expenses under a workers' compensation law, this policy will not pay those Medical Expenses that would have been payable except for that settlement; or
- any benefits payable under any program provided or sponsored solely or primarily by any federal, state, or local governmental unit or agency or subdivision or through operation of law or regulation, except Medicaid and Tricare.

**Paralysis** means loss of function of one or more limbs as a result of neurological damage, without Severance of a limb. Paralysis must start within the Loss Establishment Period stated on the Schedule. This loss must be determined by a Physician to be complete and irreversible. The Insured must be under the care of a Physician for 12 consecutive months from the date of loss of function. At the end of this time, a Physician must determine that the loss of function is not reversible.

**Partial Disability or Partially Disabled** means the Insured, within two years of the date of an Accident and as a result of that Accident:

- has suffered an irrecoverable loss of speech, hearing of both ears, sight in both eyes, use of both arms, use of both legs, or use of one arm and one leg and is unable to perform at least one ADL(s); or
- has suffered severely diminished mental capacity due to brain stem or other neurological damage and is unable to perform at least one ADL(s) or at least two IADL(s).

**Physician** means a legally qualified physician, state licensed Nurse Practitioner, Physician's Assistant, chiropractor, optometrist, optician, professional counselor, psychologist, clinical social worker, podiatrist, physical therapist, chiropodist, clinical nurse specialist who renders mental health services, audiologist, speech pathologist, certified nurse midwife, marriage and family therapist, or licensed acupuncturist practicing within the scope of his or her license as recognized in the state where services are rendered. Physician does not include:

- the Insured; or
- an Immediate Family Member; or
- a person living with the Insured; or
- a person employed or retained by the Policyholder/Sponsoring Organization.

**Physician's Assistant (PA)** means a medical professional, other than the Insured, who is trained and licensed to provide basic medical services under the direction of a Physician.

**Pre-Existing Condition** means any condition for which an Insured has received care, diagnosis, or advice from a Physician or of which symptoms were manifested within 12 months before being covered by this policy.

**Prescription Drugs** means drugs which:

- under Federal law may only be dispensed by written prescription and
- are approved for general use by the Food and Drug Administration.

**Rehabilitation Facility** means a legally operating institution or part of an institution which:

- has a transfer agreement with one or more Hospitals;
- is primarily engaged in providing comprehensive multi-disciplinary physical rehabilitative services or rehabilitation inpatient care; and
- is duly licensed by the appropriate government agency to provide such services.

Rehabilitation Facility does not include institutions which:

- provide only minimal care, Custodial Care, care for the terminally ill, or part-time care services or
- an institution which primarily provide treatment for mental disorders, chemical dependency, or tuberculosis, unless the facility is licensed, certified, or approved as a Rehabilitation Facility for the treatment of medical conditions, drug addictions, or alcoholism in the jurisdiction where it is located. Such facility is required to be accredited by the Joint Commission on Accreditation of Healthcare Organizations, or the Commission on Accreditation of Rehabilitation Facilities.

**Repetitive Motion Injury** means conditions such as, but not limited to: bursitis, stress fracture, strain, shin splint, or tendonitis.

**Scope of Coverage** means insurance coverage limited to a loss which:

- is within the scope of the risks specified in the INSURED RISKS section of this policy;
- is specified in the BENEFITS section of this policy;
- has satisfied the Deductible within the Deductible Establishment Period specified on the Schedule;
- occurs during the Loss Establishment Period on the Schedule, if any; and
- occurs while this policy is in effect.

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

**Spinal Manipulation** is the treatment of subluxation or dislocation of the spine, or treatment for the general purpose of correction of nerve interference and its effects by manual or mechanical means when interference results from or is related to distortion or misalignment of or in the vertebral column.

**Sponsored and Supervised Activity** means a Policyholder/Sponsoring Organization authorized function:

- in which the Insured participates; and
- within the scope of customary activities for such entity.

**Sponsoring Organization** means the legal entity to whom We issue this policy, that is affiliated with the Policyholder or that elects coverage under this policy.

**Total Disability or Totally Disabled** means the Insured, within two years of the date of an Accident and as a result of that Accident:

- has suffered an irrecoverable loss of speech, hearing of both ears, sight in both eyes, use of both arms, use of both legs, or use of one arm and one leg and is unable to perform at least three ADL(s) or
- has suffered severely diminished mental capacity due to brain stem or other neurological damage and is unable to perform at least three ADL(s) or at least four IADL(s).

**Traumatic Brain Deficit** means an Injury to the brain which:

- is diagnosed by a Physician within 48 hours of an Accident;
- results in measurable, neurological deficit persisting for the lesser of at least 6 continuous months or the time at which maximum recovery has been reached;
- requires permanent daily personal supervision; and
- results in the inability of the Insured to perform independently three or more ADLs.

**We, Our, Us** means Mutual of Omaha Insurance Company.

**X-ray** means those procedures identified in Physician Current Procedural Terminology (CPT) as codes 70000-79999 inclusive.

**NOTICE OF PROTECTION PROVIDED BY  
VIRGINIA LIFE, ACCIDENT AND SICKNESS  
INSURANCE GUARANTY ASSOCIATION**

This notice provides a **brief summary** of the Virginia Life, Accident and Sickness Insurance Guaranty Association ("the Association") and the protection it provides for policyholders. This safety net was created under Virginia law, which determines who and what is covered and the amounts of coverage.

The Association was established to provide protection in the unlikely event that a life, annuity or health insurance company licensed in the Commonwealth of Virginia becomes financially unable to meet its obligations and is taken over by its Insurance Department. If this should happen, the Association will typically arrange to continue coverage and pay claims, in accordance with Virginia law, with funding from assessments paid by other life and health insurance companies licensed in the Commonwealth of Virginia.

The basic protections provided by the Association are:

- Life Insurance
  - \$300,000 in death benefits
  - \$100,000 in cash surrender or withdrawal values
- Health Insurance
  - \$500,000 in hospital, medical and surgical insurance benefits
  - \$300,000 in disability [income] insurance benefits
  - \$300,000 in long-term care insurance benefits
  - \$100,000 in other types of health insurance benefits
- Annuities
  - \$250,000 in withdrawal and cash values

The maximum amount of protection for each individual, regardless of the number of policies or contracts, is \$350,000, except for hospital, medical and surgical insurance benefits, for which the limit is increased to \$500,000.

**Note: Certain policies and contracts may not be covered or fully covered.** For example, coverage does not extend to any portion(s) of a policy or contract that the insurer does not guarantee, such as certain investment additions to the account value of a variable life insurance policy or a variable annuity contract. There are also various residency requirements and other limitations under Virginia law.

To learn more about the above protections, please visit the Association's website at [www.valifega.org](http://www.valifega.org) or contact:

VIRGINIA LIFE, ACCIDENT AND SICKNESS  
INSURANCE GUARANTY ASSOCIATION  
c/o APM Management Services, Inc.  
1503 Santa Rosa Road, Suite 101  
Henrico, VA 23229-5105  
804-282-2240

STATE CORPORATION COMMISSION

Bureau of Insurance

P. O. Box 1157

Richmond, VA 23218-1157

804-371-9741

Toll Free Virginia only: 1-800-552-7945

<http://scc.virginia.gov/boi/index.aspx>

**Insurance companies and agents are not allowed by Virginia law to use the existence of the Association or its coverage to encourage you to purchase any form of insurance. When selecting an insurance company, you should not rely on Association coverage. If there is any inconsistency between this notice and Virginia law, then Virginia law will control.**

# CERTIFICATE SCHEDULE OF BENEFITS

**POLICY NO.:** SB21CCVA-P-052890

**POLICYHOLDER/SPONSORING ORGANIZATION INFORMATION:**

Virginia Scholastic Rowing Association  
PO Box 73  
Fairfax Station, VA 22039

**Effective Date:** October 2, 2016

**Expiration Date:** October 2, 2017

**ELIGIBILITY:**

Class 1: All member participants, coaches, officials, local organizing committee members and volunteers of the Virginia Scholastic Rowing Association while participating in Virginia Scholastic Rowing Association sanctioned and approved events.

Class 2: All visiting team member participants while participating in Virginia Scholastic Rowing Association sanctioned and approved events.

**SCOPE OF COVERAGE:**

<u>Class</u>	<u>Insured Risk</u>	<u>Benefits</u>
1	Sponsored Activity (IRCATATH030)	Medical Expense (AMECAT001) Disability Benefits (DISABCAT001) Adjustment Expense Benefit (ADJEXCAT001) Special Expense Benefit (SPECEXCAT001) College Education Benefit (CLGEDCAT001) Cat Cash Benefit (CATCASH001) Heart or Circulatory Malfunctions Benefit (HCMCAT001) AD & Specific Loss Benefit (ADSLCATPERC001)
2	Sponsored Activity (IRCATACT001)	Medical Expense (AMECAT001) Disability Benefits (DISABCAT001) Adjustment Expense Benefit (ADJEXCAT001) Special Expense Benefit (SPECEXCAT001) College Education Benefit (CLGEDCAT001) Cat Cash Benefit (CATCASH001) Heart or Circulatory Malfunctions Benefit (HCMCAT001) AD & Specific Loss Benefit (ADSLCATPERC001)

**AGGREGATE LIMIT OF LIABILITY:** \$3,000,000.00

**DEDUCTIBLE - (Reducing):** \$25,000.00

**DEDUCTIBLE ESTABLISHMENT PERIOD:** 24 months

**BENEFITS:****Medical Expense Benefit - Full Excess**

Benefit Percentage	100%
Maximum Benefit Period	Lifetime
Maximum Benefit Amount	\$3,000,000.00

Maximum for Medically Necessary Hospital Inpatient Services and Supplies Included in Medical Maximum

Maximum for confinement in an Extended Care Facility per Calendar Year \$365,000.00

Daily Room and Board Limit	
Private or Semi Private Room	Average semi private rate of Hospital in which confined
Intensive Care	Allowable Expense

Combined Home Health Care and Custodial Care  
Maximum Benefit per Calendar Year \$100,000.00

Custodial Care Maximum Benefit per Calendar Year  
subject to the Combined Home Health Care and  
Custodial Care Maximum Benefit per Calendar Year \$100,000.00

Home Health Care Maximum Benefit per Calendar Year  
subject to the Combined Home Health Care and  
Custodial Care Maximum Benefit per Calendar Year \$100,000.00

Treatment of Mental or Nervous Disorders  
Doctor Fees –  
    Amount per Visit \$50.00  
    Visits per Day 1  
    Number of Visits per Calendar Year 50  
Inpatient Hospital Up To 45 Days

Maximum Spinal Manipulation Benefit  
Maximum Amount per Calendar Year \$1,000.00

Maximum Outpatient Physical Therapy Benefit  
Maximum Amount per Calendar Year \$50,000.00

Maximum Prosthetic Limitation  
Benefit Amount payable during the first two (2) Years after covered accident \$100,000.00  
Benefit Amount payable for each consecutive ten (10) year period immediately thereafter \$100,000.00  
    If amputation of the leg is above the knee \$200,000.00  
Maximum Benefit Amount \$500,000.00  
    If amputation of the leg is above the knee \$750,000.00

**Disability Benefit**

Total Disability Benefit	\$1,000.00 per Month
Monthly Gross Earnings Amount	\$2,500.00 for 6 Months
Total Disability Maximum Period Payable	Lifetime

Partial Disability Benefit	\$750.00 per Month
Monthly Gross Earnings Amount	\$2,500.00 for 6 Months
Partial Disability Maximum Period Payable	Lifetime

**Adjustment Expense Benefit**

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

**Special Expense Benefit**

Limit during first 10 years following the Date of the Covered Accident		\$100,000.00
Limit for each 10 year period thereafter		\$50,000.00

**College Education Benefit**

Loss Establishment Period		8 Years
Maximum Aggregate Benefit		\$50,000.00

**Catastrophic Cash Benefit:**

Maximum Benefit Amount		\$10,000.00
Traumatic Brain Deficit	100% of Maximum Benefit Amount	
Waiting Period	6 Months	
Paralysis		
Quadriplegia (total Paralysis of four limbs)	100% of Maximum Benefit Amount	
Paraplegia (total Paralysis of both lower limbs)	100% of Maximum Benefit Amount	
Hemiplegia (total Paralysis of one upper and one lower limb)	100% of Maximum Benefit Amount	
Uniplegia (total Paralysis of one upper limb or one lower limb)	50% of Maximum Benefit Amount	
Loss Establishment Period	60 Days	
Waiting Period	12 Months	

**Loss of Life Due to Heart or Circulatory Malfunctions Benefit**

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

**Accidental Death and Specific Loss Benefit**

Principal Sum		\$10,000.00
Loss Establishment Period		365 Days

**The following riders are attached to and made a part of this certificate:**

Guaranty Association Act Notice		M27660_1014
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# MUTUAL OF OMAHA INSURANCE COMPANY

Mutual of Omaha Plaza, Omaha, NE 68175



Mutual of Omaha Insurance Company certifies that Policy SB21CCVA-P-052890 has been issued to Virginia Scholastic Rowing Association (“the Policyholder”). The Policy provides Blanket Limited Accident only insurance.

The policy is a legal contract between the Policyholder shown on the Schedule and Us. It is issued in consideration of the payment of the required premium. We agree to pay benefits, subject to the terms, conditions, and limitations of the policy.

If the provisions of this Certificate and those of the Policy do not agree, the provisions of the Policy will apply. The Policy is the contract between Mutual of Omaha Insurance Company and the Policyholder.

**THIS IS A BLANKET LIMITED ACCIDENT CERTIFICATE.  
READ IT CAREFULLY.**

**BENEFITS ARE NOT PAYABLE FOR LOSS DUE TO SICKNESS.**

**THIS CERTIFICATE IS NOT A MEDICARE SUPPLEMENT CERTIFICATE.  
If you are eligible for Medicare, review the Guide to Health Insurance for People  
with Medicare available from Us.**

Chief Executive Officer

Corporate Secretary



## **NOTICE(S)**

If You have any questions about or concerns with this coverage, please first contact the Policyholder or Sponsoring Organization or Your benefits administrator. If after doing so You still have a question or concern, You may contact Us at:

**Mutual of Omaha Insurance Company**

**3300 Mutual of Omaha Plaza  
Omaha, Nebraska 68175  
Call Toll-Free: 1-800-524-2324  
www.mutualofomaha.com**

When contacting Us, please have Your Policy number available.

After the above contact, and if Your problem is not resolved, You may contact the Virginia State Corporation Commission's Bureau of Insurance at:

**Bureau of Insurance – SCC  
P.O. Box 1157  
Richmond, VA 23218**

**Phone: 1-804-371-9741 (Richmond area); 1-800-552-7945 (toll-free within VA); 1-877-310-6560 (national toll-free)**

**Written correspondence is preferable so that a record of your inquiry is maintained. When contacting your agent, company, or the Bureau of Insurance, have your policy number available.**

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## **INSURED RISKS**

Unless otherwise stated on the Schedule, We will pay benefits for a loss only once, even if coverage was provided under more than one insured risk.

### **SPONSORED ACTIVITY COVERAGE (IRCATATH030)**

We will pay the benefits in this policy for an Insured while:

- participating in a Sponsored and Supervised Activity;
- participating in regularly scheduled athletic games or competition or practice sessions;
- traveling in transportation:
  - paid for or reimbursed by the Policyholder/ Sponsoring Organization; or
  - proceeding directly to and from and without interruption between approved locations authorized by the Policyholder/Sponsoring Organization.

### **SPONSORED ACTIVITY COVERAGE (IRCATACT001)**

We will pay the benefits in this policy for an Insured while:

- participating in a Sponsored and Supervised Activity.

## **ELIGIBILITY FOR BENEFITS**

### **ELIGIBILITY**

Persons who are eligible to be an Insured under the policy are described on the Schedule. This includes persons who may become eligible while the policy is in force.

### **WHEN INSURANCE BEGINS**

Insurance for an Insured begins on the later of:

- the Policy Effective Date or
- the day the Insured becomes eligible under the terms of the policy.

### **CHANGE IN COVERAGE**

Any change in the Insured's coverage because of change of class as shown on the Schedule will become effective on the date of the change.

### **WHEN INSURANCE ENDS**

Insurance for an Insured will end on the earliest of the date:

- the Insured is no longer eligible;
- the Insured enters full time active duty in any Armed Forces;
- any premium for the Insured is due and unpaid, subject to the Grace Period provision; or
- the policy is terminated.

Termination of insurance will not affect a claim incurred while coverage was in effect.

## **BENEFITS**

We pay benefits under the policy subject to the TERMS OF BENEFITS section after the Insured satisfies the Deductible. Benefits may be adjusted for factors that include, but are not limited to, discounts, write-offs, and negotiated fees.

### **MEDICAL EXPENSE (AMECAT001)**

We will pay the following Medical Expenses incurred as a result of an Accident. Benefits are subject to the Deductible, Benefit Percentage, Maximum Benefit Amount, Benefit Period, and any applicable sub-limit amounts shown on the Schedule.

1. Hospital room and board charges, up to the average semi-private daily room rate, for each day in the Hospital;
2. Intensive Care Unit charges are payable in lieu of payment for Hospital room and board charges for each day the Insured is confined in an intensive care unit;
3. Hospital miscellaneous charges during a Hospital confinement. Miscellaneous charges do not include charges for telephone, radio or television, extra beds or cots, meals for guests, take-home items, or other convenience items;
4. outpatient charges by a Hospital for:
  - a. pre-admission testing if Hospital confinement occurs within seven days of the testing;
  - b. emergency room treatment. Treatment must be received within 72 hours of the Accident;
  - c. emergency room physician; or
  - d. use of surgical facilities;
5. surgical charges for the primary performance of a surgical procedure by a Physician subject to the following:
  - a. if bilateral or multiple surgical procedures are performed by one Physician, We will pay the Medical Expenses for the primary procedure;
  - b. for each procedure that is not the primary procedure performed through the same incision as the primary procedure, We will pay 50% of the amount otherwise payable if the additional procedure were the primary procedure;
  - c. if multiple surgical procedures are performed during the same operating session, reimbursement will be based upon the following: 100% of Allowable Expense for the primary procedure, 50% of Allowable Expense for the secondary procedure, and 25% of Allowable Expense for the third and subsequent procedures;
  - d. any procedure that would not be an integral part of the primary procedure or is unrelated to the diagnosis will be considered incidental and no benefits will be provided for such procedure;
  - e. if multiple unrelated surgical procedures are performed by two or more Physicians on separate operative fields, benefits will be based on the Medical Expenses for each Physician's primary procedure; and
  - f. if two or more Physicians perform a procedure that is normally performed by one Physician, We will only pay the Medical Expenses for the primary Physician;
6. surgical charges for assistant surgeon duties will be reimbursed at 25% of the Allowable Expense for surgery codes that have been assigned an assistant surgery indicator by the Centers for Medicare & Medicaid Services;
7. charges for anesthesia and its administration for surgery;
8. charges for a second surgical opinion or consultation by a Physician;
9. Physician's charges for other than pre- or post-operative care for in-Hospital visits or office visits;
10. charges for Laboratory Tests and diagnostic imaging including X-Ray, or MRI, or CAT Scan and the Physician's charges for reading or interpreting the results;
11. charges for Spinal Manipulation;
12. charges for Durable Medical Equipment;
13. charges for physiotherapy which includes:
  - a. adjustment;
  - b. diathermy;
  - c. heat treatment;
  - d. manipulation;
  - e. microtherm;
  - f. ultrasonic;
14. charges for Ambulance Service (Surface) or and Ambulance Service (Air);
15. charges for Orthopedic Appliances;
16. charges for Prescription Drugs;
17. charges for dental treatment when Injury occurs to sound natural teeth;

18. charges for confinement in an Extended Care Facility;
19. charges for a Nurse, other than routine Hospital care, by or under the supervision of a Nurse;
20. charges for Home Health Care;
21. charges for Custodial Care services or treatment;
22. charges for prosthetic devices;
23. care and treatment of mental or nervous disorders by a Physician;
24. for medical or surgical services and other medical supplies commonly Used for therapeutic or diagnostic services, which are prescribed by a Physician;
25. charges incurred within five years from the date of the Accident for the removal of Internal Fixation mechanical devices inserted as a result of a covered Accident; and
26. other Medical Expenses as noted on the Schedule.

## **DISABILITY BENEFITS (DISABCAT001)**

We will pay benefits to a Partially or Totally Disabled Insured who:

- has Injuries that are expected to be of a continuous and indefinite duration, as certified in writing by a Physician We approved; and
- is under the continuous care of a Physician for his or her Injuries, unless the Insured has reached his or her maximum point of recovery as certified in writing by a Physician We approved; and
- is Partially or Totally Disabled within two years from the date of the Accident.

### **Partial Disability Benefits**

After a Partially Disabled Insured satisfies the Deductible shown on the Schedule, We will pay Partial Disability benefits in the amount shown on the Schedule.

Partial Disability benefits will end on the earliest of:

- the expiration of the Maximum Benefit Period shown on the Schedule;
- the date the Insured is no longer Partially Disabled; or
- the date the Insured has Monthly Gross Earnings greater than the amount shown on the Schedule for the number of consecutive months shown on the Schedule.

An Insured is not eligible for Partial Disability Benefits if the Insured qualifies for Total Disability Benefits.

### **Total Disability Benefits**

After a Totally Disabled Insured satisfies the Deductible shown on the Schedule, We will pay Total Disability benefits in the amount shown on the Schedule.

Total Disability benefits will end on the earliest of:

- the expiration of the Maximum Benefit Period shown on the Schedule;
- the date the Insured is no longer Totally Disabled; or
- the date the Insured has Monthly Gross Earnings greater than the amount shown on the Schedule for the number of consecutive months shown on the Schedule.

### **Resumption of Disability**

We will resume paying Partial Disability or Total Disability benefits to an Insured if:

- the Insured was receiving disability benefits under this policy and all disability benefits ended because the Insured was no longer Partially Disabled or Totally Disabled;
- the Insured again becomes Partially Disabled or Totally Disabled as a result of the Accident for which We previously paid the Insured disability benefits;
- the Partial Disability or Total Disability resumes within two years of the date the Insured's disability benefits ended under the Policy; and
- the Partial Disability or Total Disability lasts at least three consecutive months following resumption of the disability.

If the Insured is eligible to resume Partial Disability or Total Disability benefits, We will resume benefits in the following amounts:

- if the Insured was formerly Totally Disabled and resumes disability benefits as Partially Disabled, the amount the Insured would have received if the Insured had been Partially Disabled at the time the Insured's disability previously ended;
- if the Insured was formerly Partially Disabled and resumes disability benefits as Totally Disabled, the amount the Insured would have received if the Insured had been Totally Disabled at the time the Insured's disability previously ended; or
- if the Insured resumes disability benefits within the same category of disability, the amount the Insured was receiving at the time the Insured's disability previously ended.

If an Insured is entitled to the resumption of Partial Disability or Total Disability benefits, We will restart payments at the beginning of the fourth month following resumption of the disability. We will resume paying disability benefits under the same conditions set forth under the Partial Disability Benefits and Total Disability Benefits sections above.

### **ADJUSTMENT EXPENSE BENEFIT (ADJEXCAT001)**

We will pay adjustment expense benefits on behalf of the Totally Disabled Insured after the Insured satisfies the Deductible, up to the Maximum Benefit Amount shown on the Schedule.

Adjustment expenses are expenses incurred for:

- training an Immediate Family Member to perform the rehabilitative or custodial functions the Insured needs, up to the amount shown on the Schedule. The training must occur during the time immediately after the date of the Accident shown on the Schedule;
- Family Travel expenses for Immediate Family Members between their home and the Insured's place of treatment (Hospital or Rehabilitation Facility), up to the amount shown on the Schedule for each family member. The travel must occur during the time immediately after the date of the Accident shown on the Schedule. Family Travel is limited to no more than two Immediate Family Members at one time; and
- lost earnings by the Insured's spouse (if the Insured is married) or one parent or legal guardian as the result of the Insured's Injury. Lost earnings expense will be limited to the percentage of Monthly Gross Earnings shown on the Schedule. The maximum benefit per week and the maximum period of time benefits are available after the date of the Accident are shown on the Schedule. Weeks and months of lost earnings must be consecutive.

### **SPECIAL EXPENSE BENEFIT (SPECXCAT001)**

We will pay for Special Expenses for a Totally Disabled Insured after the Insured satisfies the Deductible, up to the amounts shown on the Schedule.

Payment for purchase or modifications of a motor vehicle or housing is limited to those items that are appropriate and Medically Necessary to accommodate the Insured's Total Disability. Such Special Expenses must be recommended by the Insured's Physician and approved by Us.

*Special Expense* means an expense incurred by an Insured who is Totally Disabled for a special item to accommodate his or her physical disability. Such special items may include:

- a specialized wheelchair or other types of equipment or computer programs designed for use by someone with the Insured's type of physical disability;
- the adaptation or modification of the Insured's owned motor vehicle or such motor vehicle as was usually used by the Insured. The purchase of a motor vehicle is limited to those expenses reasonably necessary to provide a motor vehicle appropriate to accommodate the Insured. Such purchase will be made only if the Insured's then existing motor vehicle cannot be modified to accommodate the Insured's physical disability; or
- the adaptation or modification of the Insured's housing.

### **COLLEGE EDUCATION BENEFIT (CLGEDCAT001)**

We will pay college education benefits on behalf of a Totally Disabled Insured after the Insured satisfies the Deductible. College Education benefits pay for the cost of attendance to obtain an undergraduate degree at an accredited institution. The Totally Disabled Insured must start undergraduate study after the date of the Accident and within the Loss Establishment Period. The cost of attendance equals the sum of tuition, room and board, required books, lab fees, and mandatory activity

fees minus any other financial aid, grants or scholarships, including athletic scholarships, the Insured receives. We will pay the college education benefit directly to the accredited institution attended by the Insured.

The college education benefit will not exceed the Maximum Benefit Amount shown on the Schedule.

The college education benefit will end on the earliest of:

- the date the Insured completes the requirements of the accredited institution to receive any undergraduate degree, regardless of the Insured's course of study;
- the 20<sup>th</sup> anniversary of the date the Insured started undergraduate study after the Accident; or
- the date We have paid the Maximum Benefit Amount for the Insured.

**CATASTROPHIC CASH BENEFIT (CATCASH001)**

If an Insured suffers a loss from an Accident, We will pay benefits after the waiting period up to the Maximum Benefit Amount for Traumatic Brain Deficit or Paralysis as stated on the Schedule. If the Insured has more than one loss from one Accident, We will pay only the largest benefit to which the Insured is entitled.

If an Insured sustains a loss under this benefit provision and sustains a loss under the Accidental Death and Specific Loss provision, We will pay only the largest benefit.

**LOSS OF LIFE DUE TO HEART OR CIRCULATORY MALFUNCTIONS BENEFIT (HCMCAT001)**

We will pay the Loss of Life benefit shown on the Schedule if the Heart or Circulatory Malfunction results in the Insured's death. Death must occur within the Loss Establishment Period.

For the Loss of Life benefit, the Heart or Circulatory Malfunction is limited to a myocardial infarction, coronary thrombosis, or cerebral vascular accident.

**ACCIDENTAL DEATH AND SPECIFIC LOSS BENEFIT (ADSLCATPERC001)**

We will pay the benefit amounts shown below, based upon the Principal Sum shown on the Schedule, for accidental death and specific loss which:

- results solely from an Injury to the Insured that occurs during a Sponsored and Supervised Activity and from no other contributory cause; and
- is sustained within the Loss Establishment Period.

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

**TABLE OF BENEFITS FOR ACCIDENTAL DEATH AND SPECIFIC LOSS**

<i>Loss</i>	<i>Benefit Amount</i>
Loss of Life	100% of Principal Sum
Loss of Both Hands	100% of Principal Sum
Loss of Both Feet	100% of Principal Sum
Loss of Entire Sight of Both Eyes	100% of Principal Sum
Loss of One Hand and One Foot	100% of Principal Sum
Loss of One Hand and Entire Sight of One Eye	100% of Principal Sum
Loss of One Foot and Entire Sight of One Eye	100% of Principal Sum
Loss of Speech and Hearing	100% of Principal Sum
Loss of Entire Sight of One Eye	50% of Principal Sum
Loss of Speech or Hearing	50% of Principal Sum
Loss of One Hand or One Foot	50% of Principal Sum
Loss of Thumb and Index Finger	25% of Principal Sum



## **EXCLUSIONS AND LIMITATIONS (EXCAT004-VA)**

No benefits are payable for:

1. Repetitive Motion Injuries or the aggravation thereof;
2. bacterial infection, except infection of and through a wound accidentally sustained;
3. loss from intentionally self-inflicted injury, suicide while sane or insane;
4. loss from commitment of or an attempt to commit a felony, or engagement in an illegal activity;
5. loss from an act of declared or undeclared war;
6. loss from participation in a riot or insurrection;
7. loss from travel or flight in or descent from any aircraft, unless the Insured is a passenger for authorized group or team travel on a regularly scheduled flight on a commercial airline, or is a passenger on an aircraft chartered solely for the purpose of travel which has a valid airworthiness certificate from the jurisdiction in which operated and which is being operated by a duly licensed pilot;
8. charges which exceed the Allowable Expense;
9. charges incurred for dental work unless the Insured sustains an Injury which results in damage to his or her natural teeth;
10. charges incurred for television, telephone, water pitcher, and other personal convenience items, or expenses for other persons, except as may be specifically provided for elsewhere in this policy;
11. charges incurred for services or supplies not specifically provided for in the policy;
12. charges which would not have been made in the absence of insurance or which the Insured is not legally obligated to pay;
13. charges incurred for cosmetic procedures, unless made Medically Necessary by an Injury;
14. charges incurred for eyeglasses, contact lenses, or hearing aids or for any examination or fitting related to these devices unless made Medically Necessary by an Injury;
15. charges incurred for care, treatment, or service which is not Medically Necessary to the diagnosis or treatment of an Injury;
16. charges incurred for the professional services of a person who either lives with the Insured or is an Immediate Family Member;
17. charges incurred for Experimental or Investigational Drug or Treatment;
18. charges incurred for articles of clothing which are intended for use more than once;
19. routine medical examination and related medical services;
20. charges which are recoverable from any other insurance policy, service contract, Workers' Compensation, or other arrangements of insured or self-insured group coverage;
21. elective treatment or surgery, health treatment or examination where no Injury is involved;
22. drugs that promote fertility, treat infertility, enable sexual performance, or provide sexual enhancement;
23. injuries associated with activities or travel outside the United States unless the Injury occurred as part of a Sponsored and Supervised Activity held outside the United States and the treatment is not considered an Experimental or Investigational Drug or Treatment in the United States;
24. Pre-existing Condition (except for loss incurred or disability commencing after the earlier of (i) the end of the continuous period of 12 months commencing on or after the effective date of the person's coverage during which the person received no medical advice or treatment in connection with the disease or physical condition, or (ii) the end of the two-year period commencing on the effective date of the person's coverage);
25. Injury caused by, attributable to, or resulting from the Insured's Intoxication;
26. Injury caused by, attributable to, or resulting from the Insured's use of a Controlled Substance unless administered.

### **NONDUPLICATION OF BENEFITS**

If any item of expense is payable under more than one provision of the policy, We will pay only the largest benefit to which the Insured is entitled.

## **TERMS OF BENEFIT PAYMENTS**

We will pay the benefits specified in the BENEFITS section to all Insureds who suffer a loss within the Scope of Coverage due to Injury. We consider a claim for an expense for treatment, service, or purchase to be incurred under the policy on the date the treatment or service is provided or the purchase is made.

### **FULL EXCESS MEDICAL EXPENSE (TBCATFE001)**

We will pay the Medical Expenses an Insured incurs that exceed amounts payable by any Other Insurance Plan, subject to the Deductible, Benefit Percentage, and Benefit Period shown on the Schedule. We will determine the amount of benefits provided by any Other Insurance Plan without reference to any coordination of benefits, non-duplication of benefits, or similar provisions. The amount of benefits provided by an Other Insurance Plan includes any amount to which the Insured is entitled whether or not a claim is made for the benefits. This policy is secondary to all Other Insurance Plans.

If an Insured is covered under a policy issued by another insurance carrier which provides substantially similar benefits and provisions and has a deductible of \$25,000 or more, such policy will not be considered an Other Insurance Plan. Instead, this policy, on an excess basis over all Other Insurance Plans, will share payment of eligible benefits with the other policy by contribution based on equal shares. Under this approach, this policy will contribute an amount equal to that contributed by the other catastrophic policy until the benefits owed are paid.

The first Medical Expense must be incurred within the Loss Establishment Period stated on the Schedule.

The Maximum Benefit Amount payable and sub-limits under this policy are shown on the Schedule.

### **AGGREGATE LIMIT OF LIABILITY**

The Aggregate Limit of Liability per Insured is shown on the Schedule. We will not be liable for any amount over this limit for any Insured for any one Accident.

## CLAIM PROVISIONS

### NOTICE OF CLAIM

We must receive written notice within 90 days after a loss occurs or begins, or as soon as reasonably possible. Notice can be given at Our home office or to Our authorized representative. Notice should include:

- the Policyholder's/Sponsoring Organization's name;
- the policy number; and
- the Insured's name and address.

### CLAIM FORMS

When We receive the notice of the claim, We will furnish forms for filing proof of loss within 15 days. If We do not furnish the necessary forms within 15 days, written information may be given that includes the nature, date, cause, and extent of the loss for which claim is made.

### PROOF OF LOSS

We must be given written proof of loss at Our home office or to Our authorized representative within 90 days after the date of the loss. If the written proof is not given within 90 days, the claim will not be invalidated or reduced if:

- it was not reasonably possible to give proof within 90 days and
- proof is given as soon as reasonably possible, but not later than 15 months from the date it is otherwise required, except in the absence of legal capacity.

If the claim is for a continuing loss for which the policy provides periodic payments, We or our authorized representative may require written proof of continuing loss at intervals We may reasonably request but not more frequently than every 90 days.

### Physical Examination and Autopsy

We, at Our expense, have the right to have an Insured examined, as often as it may reasonably require, whenever his or her loss is the basis of a claim.

We, at Our expense, have the right to require an autopsy of the Insured if not prohibited by law.

### PAYMENT OF CLAIMS

We will pay benefits after We receive acceptable proof of loss and confirm benefits are payable, but no later than 60 days.

We will pay benefits for loss of life and any benefits payable to the Insured but unpaid at the Insured's death to the Insured's named beneficiary for the policy. This choice must be in writing and filed with Us, or filed with the Policyholder/Sponsoring Organization if We have agreed in advance.

The Insured has the right to change the beneficiary. Unless this right has been given up, the Insured does not need the consent of the beneficiary to make a change.

If the Insured has not named a beneficiary or no beneficiary survives the Insured, We will pay benefits at the Insured's death as follows:

- to the Insured's surviving spouse; if none, then
- in equal shares to the Insured's surviving children; if none, then
- in equal shares to the Insured's surviving parents; if none, then
- in equal shares to the Insured's surviving brothers and sisters; if none, then
- to the Insured's estate.

If benefits are payable to a person who is not legally competent to claim or release benefits, a minor, or an estate, We may pay up to \$1,000 to any relative by blood or marriage whom We find entitled to the payment. This good faith payment satisfies Our legal duty to the extent of the payment.

## **Assignment of Benefits**

The Insured may direct that We pay benefits to a Hospital, Physician, or other provider who furnished care, diagnosis, advice, or supplies. We are not liable for any actions We take before We receive notice of the assignment. We are not responsible for the validity of any assignment of benefits.

## **OPPORTUNITY TO REQUEST AN APPEAL**

The claimant may request an appeal, in writing, within 60 days after receiving notice of Our initial claim review decision.

The request for an appeal should include:

- the Policyholder's/Sponsoring Organization's name and the policy number or group number;
- the Insured's name and mailing address;
- the name and mailing address of the claimant filing the appeal, if different from the Insured;
- the nature of the appeal; and
- any additional information that may have been omitted from Our review or that We should consider.

By requesting an appeal, the claimant has authorized Us, or anyone We designate, to review any and all records (including, but not limited to, medical records) which We determine may be relevant to the appeal. We will review all information submitted and make Our final determination. No additional appeals are available.

Applicable state laws may contain requirements for claims review and appeal procedures. To the extent that this provision is inconsistent with any state law requirement, the requirement that is most favorable to the claimant will apply.

## **AUTHORITY TO INTERPRET POLICY**

By purchasing the policy, the Policyholder/Sponsoring Organization grants Us the discretion and the final authority to construe and interpret the policy. This means that We have the authority to decide all questions of eligibility and all questions regarding the amount and payment of any policy benefits within the terms of the policy as We interpret it. We will pay benefits under the policy only if We decide, in Our discretion, that a person is entitled to them. In making any decision, We may rely on the accuracy and completeness of any information furnished by the Policyholder/Sponsoring Organization, an Insured, or any other third party.

The Policyholder/Sponsoring Organization further grants Us the authority to delegate to third parties, including, without limitation, any third party administrator with whom We have contracted to provide claims administration and other administrative services, the discretionary authority granted in the policy. The Policyholder/Sponsoring Organization expressly grants such third party the full discretionary authority granted to Us under the policy.

## **GENERAL PROVISIONS**

### **INSURANCE CONTRACT**

The insurance contract consists of:

- the policy;
- the attached Schedule; and
- any riders or endorsements; and
- the application.

Statements in an application are considered representations and not warranties. We will not use any statements in the Policyholder/Sponsoring Organization's application to deny a claim or to contest the validity of this insurance unless We provide the Policyholder/Sponsoring Organization, the Insured, the Insured's beneficiary or an authorized representative with a copy of that application.

The application will attach to and become a part of the policy when issued.

The insurance contract may be changed (including reducing or ending benefits or increasing premium costs) any time We and the Policyholder/Sponsoring Organization both agree to a change, unless required by law. No one else has the authority to change the insurance contract. A change in the insurance contract must be:

- in writing;
- made a part of the policy; and
- signed by Our authorized representative in Our home office.

### **WORKERS COMPENSATION INSURANCE**

The policy does not satisfy any requirement for coverage under any workers compensation law.

### **INCONTESTABILITY**

The coverage in the certificate is not contestable.

### **LEGAL ACTIONS**

No legal action to recover under the policy can be brought within 60 days after We have been given written proof of loss. No legal action can be brought after three years from the time written proof of loss is required to be given to Us.

## DEFINITIONS

**Accident** means an unexpected and unintended event which:

- causes Injury to an Insured and
- occurs within the Scope of Coverage.

**Ambulance Service (Air)** means the service provided:

- by means of a fixed or roto-winged aircraft equipped with life support and medical apparatus and
- for the primary purpose of transporting an Insured to or from the Hospital where treatment is given.

**Ambulance Service (Surface)** means the service provided:

- by a commercial or municipal ground ambulance service and
- for transporting an Insured to or from the Hospital where treatment is given.

**Activities of Daily Living (ADLs)** means:

- transferring oneself (such as moving in or out of a bed or chair);
- dressing (putting on or removing from oneself items of clothing);
- bathing (washing oneself in a bathtub or shower or by sponge bath);
- feeding (giving oneself food or nourishment, including through a feeding tube);
- toileting (getting oneself on or off a toilet and related hygiene); and
- continence (maintaining one's control of bladder or bowel functions or maintaining care of a catheter or colostomy bag if one cannot control bladder or bowel functions).

**Allowable Expense** means a Medical Expense payable under the policy that is not in excess of the 80<sup>th</sup> percentile identified on Context4HealthCare (the "Database"). When there is, in Our determination, minimal data available from the Database for a Medical Expense, We will determine the amount to pay by calculating the unit cost for the applicable service category using the Database and multiplying that by the relative value of the Medical Expense based upon a commercially available relative value scale selected by Us. In the event of an unusually complex medical procedure, a Medical Expense for a new procedure or a Medical Expense that otherwise does not have a relative value that is in Our determination applicable, We will assign a relative value. The Medical Expenses We pay may not reflect the actual charges of a provider and does not take into account the provider's training, experience, or category of licensure. A provider may charge the Insured the difference between what the provider charges and the amount We pay under the policy. The Database will be updated by Us as information becomes available from the supplier, up to twice each year. We may modify the Database in Our discretion to reflect Our experience. We have the right, in Our discretion, to substitute or replace the Database with another database or databases of comparable purpose, with or without notice.

**Benefit Period** means the period of time from the date of the Injury within which benefits will be paid for an applicable benefit provision. The Benefit Period is shown on the Schedule.

**Controlled Substance** means any drug or substance, other than alcohol, having the capacity to affect behavior and that is regulated by law with regard to possession and use.

**Custodial Care** means services or treatment, regardless of where provided:

- which could be rendered safely by a person without medical skills; and
- which provides a routine level of maintenance care designed mainly to help the patient with:
  - ADLs;
  - homemaking, such as preparing meals or special diets;
  - moving the patient;
  - acting as companion or sitter;
  - supervising medication which can usually be self-administered;
  - oral hygiene;
  - ordinary skin and nail care; and
  - cannot be self-administered.

Custodial Care does not include services or treatment provided by an Immediate Family Member or by a person who lives with the Insured, unless We specifically agree in writing. Custodial Care does not include Home Health Care services or treatment.

**Deductible (Reducing)** means the amount of eligible Medical Expenses incurred by an Insured before benefits are payable under this policy. Expenses must be incurred within the Deductible Establishment Period. Medical Expenses payable under any Other Insurance Plan will be used to satisfy or reduce this Deductible. It applies separately to each Insured and each Injury.

**Deductible Establishment Period** means the time period, beginning with the date of the Accident, in which the Deductible must be satisfied. This time period is shown on the Schedule.

**Durable Medical Equipment** means equipment that is Medically Necessary. It is equipment that can withstand repeated use, is primarily and customarily used to serve a medical purpose, and generally is not useful to anyone in the absence of an Injury.

**Experimental or Investigational Drug or Treatment** means a drug, device, treatment, or procedure:

- which cannot be lawfully marketed without approval of the U.S. Food and Drug Administration and which has not been so approved for marketing at the time the drug, device, treatment, or procedure is furnished;
- which was reviewed and approved (or which is required by federal law to be reviewed and approved) by the treating facility's Institutional Review Board or other body serving a similar function, or a drug, device, treatment, or procedure which is used with a patient informed consent document which was reviewed and approved (or which is required by federal law to be reviewed and approved) by the treating facility's Institutional Review Board or other body serving a similar function;
- which Reliable Evidence shows is the subject of ongoing phase I, II, or III clinical trials, or is under study to determine its maximum tolerated dose, its toxicity, its safety, its efficacy, or its efficacy as compared with the standard means of treatment or diagnosis; or
- for which the prevailing opinion among experts, as shown by Reliable Evidence, is that further studies or clinical trials are necessary to determine its maximum tolerated dose, its toxicity, its safety, its efficacy, or its efficacy as compared with the standard means of treatment or diagnosis.

**Reliable Evidence** means only published reports and articles in peer-reviewed medical and scientific literature; the written protocol or protocols used by the treating facility or the protocol(s) of another facility studying substantially the same drug, device, treatment, or procedure; or the patient informed consent document used by the treating facility or by another facility studying substantially the same drug, device, treatment, or procedure.

**Extended Care Facility** means an institution operating pursuant to applicable state law engaged in providing, for a fee, skilled nursing care and related services and physical therapy services under the supervision of a Physician and registered Nurses, to persons convalescing from illness or Injury. It must have facilities for 10 or more inpatients and maintain clerical records on all of its patients. To qualify as a Medical Expense under this policy, the Insured's confinement in an Extended Care Facility must:

- start within five days after the Insured has been continuously confined for at least five days in a Hospital as a result of an Accident;
- be for treatment of the Injuries resulting from such Accident;
- be one during which a Physician visits the Insured at least once every 30 days;
- be certified to be Medically Necessary by the attending Physician; and
- not be for routine Custodial Care.

**Family Travel** means travel via regularly scheduled commercial airline, train, bus, or Automobile. Family Travel includes the expense of general coach fares. Automobile expenses are limited to the prevailing Internal Revenue Service rate (based upon cents per mile) to the location of the Hospital or Rehabilitation Facility. Family Travel does not include the expense of clothing, tips, lodging, meals, car rental, or travel other than to the Hospital or Rehabilitation Facility, or any other item or service beyond that described herein.

**Heart or Circulatory Malfunction** means an acute onset of a cardiovascular or circulatory accident, stroke, or other similar traumatic event affecting the heart or circulatory system that:

- is first diagnosed and treated while the Insured's coverage under this policy is in force;
- occurs as a result of Injury to the Insured while participating in a Sponsored and Supervised Activity; and
- does not result from a Pre-Existing Condition.

**Home Health Care** means Nursing Care and treatment, to an Insured in his or her home, which is part of an overall extended treatment plan and a) is required for progressive and positive improvement of the Insured's medical condition and b) is necessary to provide care and treatment that cannot be self-administered.

To qualify as Home Health Care:

- the plan must be established and approved in writing by the attending Physician, including certification in writing by the attending Physician that confinement in a Hospital or Extended Care Facility would be required in the absence of Home Health Care and
- Nursing Care and treatment must be provided by a Hospital certified to provide Home Health Care services, by a certified Home Health Care agency or by an independently hired Nurse or Nurse Practitioner.

Home Health Care also means at home physical, speech, and occupational therapies when initiated in conjunction with discharge placement through a Rehabilitation Facility and approved by the attending Physician.

Home Health Care does not include services provided by an Immediate Family Member or a person who lives with the Insured, unless We specifically agreed to the services. Home Health Care does not include Custodial Care.

**Hospital** means an institution that:

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

**Immediate Family Member** means a spouse or a child, parent, grandparent, brother, or sister of the Insured, step-relatives in these same categories, or a person who reared the Insured, or a person whom the Insured reared.

**Injury or Injuries** means bodily harm which:

- requires treatment by a Physician;
- results in loss due to an Accident, independent of sickness and all other causes; and
- occurs during a Sponsored and Supervised Activity.

Bodily harm does not include a Pre-Existing Condition or a Repetitive Motion Injury.

**Instrumental Activities of Daily Living (IADLs)** means:

- using the telephone and other communication devices;
- shopping;
- preparing meals;
- housekeeping or basic home maintenance;
- doing laundry;
- driving or arranging transportation;
- self-administering medication(s);
- handling finances.

**Insured** means:

- a person as identified by the Policyholder/ Sponsoring Organization and shown in the Eligibility section of the Schedule.



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

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

**Laboratory Tests** means laboratory procedures identified in Physician Current Procedural Terminology (CPT) as codes 80000-89999 inclusive.

**Loss Establishment Period** means the time period shown on the Schedule, beginning with the date of the Accident, within which the following must occur:

- undergraduate study must start or resume for College Education Benefits;
- accidental death;
- a specific loss; or
- loss of life as a result of Heart or Circulatory Malfunction.

**Loss of a Foot** means Severance above the ankle.

**Loss of a Hand** means Severance at or above the wrist.

**Loss of Hearing** means total and permanent loss of hearing which cannot be corrected by any means.

**Loss of Sight** means the total, permanent loss of sight of the eye or eyes. The loss of sight must be irrecoverable by natural, surgical, or artificial means.

**Loss of Speech** means total, permanent, and irrecoverable loss of audible communication.

**Loss of a Thumb and Index Finger of the same hand** means Severance through or above the metacarpophalangeal joints of the same hand (the joints between the fingers and the hand) from the same Accident.

**Maximum Benefit Amount** means the total benefits payable under an applicable benefit provision. The Maximum Benefit Amount is shown on the Schedule.

**Medical Expenses** means expenses incurred for Medically Necessary care.

**Medically Necessary** means care that is ordered, prescribed, or rendered by a Physician or Hospital, and that We determine, or a qualified party or entity We select determines, to be:

- consistent with the diagnosis and treatment of the loss;
- appropriate with the standards of good medical practice;
- not solely for the convenience of the Insured;
- the most appropriate supply or level of service which can be safely provided; and
- not considered Experimental or Investigational.

In the case of Hospital or Extended Care Facility confinement, Home Health Care or Custodial Care, the length of confinement or treatment and the services or supplies furnished by the Hospital or Extended Care Facility, Home Health Care or Custodial Care plan will be Medically Necessary only if We can reasonably determine that they are related to the care or treatment of the Insured's condition. The services or supplies must not be an Experimental or Investigational Drug or Treatment in nature. The fact that a Physician may prescribe, order, recommend, or approve care, a service or supply does not, of itself, make the care, service, or supply Medically Necessary.

**Monthly Gross Earnings** means all sources of earnings required to be reported as items of income on IRS Form 1040, without regard to expenses, taxes, and credits, regardless of whether an IRS Form 1040 is filed.

**Nurse** means a professional, licensed, graduate registered nurse (RN), a professional licensed practical nurse (LPN) or a certified registered nurse anesthetist (CRNA).

**Nurse Practitioner** means a licensed registered nurse who has received special training for diagnosing and treating routine or minor ailments.

**Nursing Care** means care or treatment provided by a Nurse or Nurse Practitioner.

**Orthopedic Appliances** means braces and appliances that:

- are prescribed by a Physician;
- are primarily and customarily used to serve a medical purpose; and
- can withstand repeated use; and
- are Medically Necessary.

**Other Insurance Plan** means any contract, policy, or other arrangement for benefits or services for medical or dental care or treatment under:

- any group, or blanket policy of accident, disability, or health insurance;
- any arrangement of benefits for members of a group, whether insured or uninsured;
- any prepaid service arrangement such as Blue Cross or Blue Shield, individual or group practice plans, or health maintenance organizations;
- any amount payable for services for Injuries or diseases related to the Insured's job to the extent that he or she actually receives benefits under a workers' compensation law. If the Insured enters into a settlement to give up his or her rights to recover future Medical Expenses under a workers' compensation law, this policy will not pay those Medical Expenses that would have been payable except for that settlement; or
- any benefits payable under any program provided or sponsored solely or primarily by any federal, state, or local governmental unit or agency or subdivision or through operation of law or regulation, except Medicaid and Tricare.

**Paralysis** means loss of function of one or more limbs as a result of neurological damage, without Severance of a limb. Paralysis must start within the Loss Establishment Period stated on the Schedule. This loss must be determined by a Physician to be complete and irreversible. The Insured must be under the care of a Physician for 12 consecutive months from the date of loss of function. At the end of this time, a Physician must determine that the loss of function is not reversible.

**Partial Disability or Partially Disabled** means the Insured, within two years of the date of an Accident and as a result of that Accident:

- has suffered an irrecoverable loss of speech, hearing of both ears, sight in both eyes, use of both arms, use of both legs, or use of one arm and one leg and is unable to perform at least one ADL(s); or
- has suffered severely diminished mental capacity due to brain stem or other neurological damage and is unable to perform at least one ADL(s) or at least two IADL(s).

**Physician** means a legally qualified physician, state licensed Nurse Practitioner, Physician's Assistant, chiropractor, optometrist, optician, professional counselor, psychologist, clinical social worker, podiatrist, physical therapist, chiropodist, clinical nurse specialist who renders mental health services, audiologist, speech pathologist, certified nurse midwife, marriage and family therapist, or licensed acupuncturist practicing within the scope of his or her license as recognized in the state where services are rendered. Physician does not include:

- the Insured; or
- an Immediate Family Member; or
- a person living with the Insured; or
- a person employed or retained by the Policyholder/Sponsoring Organization.

**Physician's Assistant (PA)** means a medical professional, other than the Insured, who is trained and licensed to provide basic medical services under the direction of a Physician.

**Pre-Existing Condition** means any condition for which an Insured has received care, diagnosis, or advice from a Physician or of which symptoms were manifested within 12 months before being covered by this policy.

**Prescription Drugs** means drugs which:

- under Federal law may only be dispensed by written prescription and
- are approved for general use by the Food and Drug Administration.

**Rehabilitation Facility** means a legally operating institution or part of an institution which:

- has a transfer agreement with one or more Hospitals;
- is primarily engaged in providing comprehensive multi-disciplinary physical rehabilitative services or rehabilitation inpatient care; and
- is duly licensed by the appropriate government agency to provide such services.

Rehabilitation Facility does not include institutions which:

- provide only minimal care, Custodial Care, care for the terminally ill, or part-time care services or
- an institution which primarily provide treatment for mental disorders, chemical dependency, or tuberculosis, unless the facility is licensed, certified, or approved as a Rehabilitation Facility for the treatment of medical conditions, drug addictions, or alcoholism in the jurisdiction where it is located. Such facility is required to be accredited by the Joint Commission on Accreditation of Healthcare Organizations, or the Commission on Accreditation of Rehabilitation Facilities.

**Repetitive Motion Injury** means conditions such as, but not limited to: bursitis, stress fracture, strain, shin splint, or tendonitis.

**School** means the participating school or school district where the Insured is enrolled. The School must be duly accredited (state certified or accredited) primary, elementary, secondary, or collegiate school.

**Scope of Coverage** means insurance coverage limited to a loss which:

- is within the scope of the risks specified in the INSURED RISKS section of this policy;
- is specified in the BENEFITS section of this policy;
- has satisfied the Deductible within the Deductible Establishment Period specified on the Schedule;
- occurs during the Loss Establishment Period on the Schedule, if any; and
- occurs while this policy is in effect.

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

**Spinal Manipulation** is the treatment of subluxation or dislocation of the spine, or treatment for the general purpose of correction of nerve interference and its effects by manual or mechanical means when interference results from or is related to distortion or misalignment of or in the vertebral column.

**Sponsored and Supervised Activity** means a Policyholder/Sponsoring Organization authorized function:

- in which the Insured participates; and
- within the scope of customary activities for such entity.

**Sponsoring Organization** means the legal entity to whom We issue this policy, that is affiliated with the Policyholder or that elects coverage under this policy.

**Total Disability or Totally Disabled** means the Insured, within two years of the date of an Accident and as a result of that Accident:

- has suffered an irrecoverable loss of speech, hearing of both ears, sight in both eyes, use of both arms, use of both legs, or use of one arm and one leg and is unable to perform at least three ADL(s) or
- has suffered severely diminished mental capacity due to brain stem or other neurological damage and is unable to perform at least three ADL(s) or at least four IADL(s).

**Traumatic Brain Deficit** means an Injury to the brain which:

- is diagnosed by a Physician within 48 hours of an Accident;
- results in measurable, neurological deficit persisting for the lesser of at least 6 continuous months or the time at which maximum recovery has been reached;
- requires permanent daily personal supervision; and
- results in the inability of the Insured to perform independently three or more ADLs.

**We, Our, Us** means Mutual of Omaha Insurance Company.

**X-ray** means those procedures identified in Physician Current Procedural Terminology (CPT) as codes 70000-79999 inclusive.

**NOTICE OF PROTECTION PROVIDED BY  
VIRGINIA LIFE, ACCIDENT AND SICKNESS  
INSURANCE GUARANTY ASSOCIATION**

This notice provides a **brief summary** of the Virginia Life, Accident and Sickness Insurance Guaranty Association ("the Association") and the protection it provides for policyholders. This safety net was created under Virginia law, which determines who and what is covered and the amounts of coverage.

The Association was established to provide protection in the unlikely event that a life, annuity or health insurance company licensed in the Commonwealth of Virginia becomes financially unable to meet its obligations and is taken over by its Insurance Department. If this should happen, the Association will typically arrange to continue coverage and pay claims, in accordance with Virginia law, with funding from assessments paid by other life and health insurance companies licensed in the Commonwealth of Virginia.

The basic protections provided by the Association are:

- Life Insurance
  - \$300,000 in death benefits
  - \$100,000 in cash surrender or withdrawal values
- Health Insurance
  - \$500,000 in hospital, medical and surgical insurance benefits
  - \$300,000 in disability [income] insurance benefits
  - \$300,000 in long-term care insurance benefits
  - \$100,000 in other types of health insurance benefits
- Annuities
  - \$250,000 in withdrawal and cash values

The maximum amount of protection for each individual, regardless of the number of policies or contracts, is \$350,000, except for hospital, medical and surgical insurance benefits, for which the limit is increased to \$500,000.

**Note: Certain policies and contracts may not be covered or fully covered.** For example, coverage does not extend to any portion(s) of a policy or contract that the insurer does not guarantee, such as certain investment additions to the account value of a variable life insurance policy or a variable annuity contract. There are also various residency requirements and other limitations under Virginia law.

To learn more about the above protections, please visit the Association's website at [www.valifega.org](http://www.valifega.org) or contact:

VIRGINIA LIFE, ACCIDENT AND SICKNESS  
INSURANCE GUARANTY ASSOCIATION  
c/o APM Management Services, Inc.  
1503 Santa Rosa Road, Suite 101  
Henrico, VA 23229-5105  
804-282-2240

STATE CORPORATION COMMISSION

Bureau of Insurance

P. O. Box 1157

Richmond, VA 23218-1157

804-371-9741

Toll Free Virginia only: 1-800-552-7945

<http://scc.virginia.gov/boi/index.aspx>

**Insurance companies and agents are not allowed by Virginia law to use the existence of the Association or its coverage to encourage you to purchase any form of insurance. When selecting an insurance company, you should not rely on Association coverage. If there is any inconsistency between this notice and Virginia law, then Virginia law will control.**



## STATEMENT

DATE	ITEM	DEBIT	CREDIT
November 28, 2016			
	Re: Virginia Scholastic Rowing Association		
	Policy No.: SB21CCVA-P-052890		
	Policy Term of Coverage: October 2, 2016 to October 2, 2017		
	<b>Annual Premium Due:</b>	<b>\$9,216.00</b>	

**PLEASE REMIT PREMIUM BY DECEMBER 31, 2016.**  
**IF YOU ARE UNABLE TO REMIT PREMIUM BY THE**  
**ABOVE DATE, PLEASE NOTIFY US.**

**REMIT PREMIUM AND COPY OF STATEMENT TO:**  
**Mutual of Omaha**  
**PO Box 31716**  
**Omaha, NE 68131-0716**

NOTE: IF NO ERROR IS REPORTED WITHIN 10 DAYS,  
THIS ACCOUNT WILL BE CONSIDERED CORRECT.  
Mutual of Omaha Insurance Company  
Mutual of Omaha Plaza  
Omaha, Nebraska 68175