

## **BLANKET BENEFITS FOR ACCIDENTS ONLY**

### **CERTIFICATE OF COVERAGE**

This Certificate contains the terms under which the United States Fire Insurance Company agrees to insure certain persons and pay benefits.

This Certificate is a part of, and is governed by, a Group Policy that has been issued in the state of ILLINOIS and shall be governed by its laws.

Coverage under this Certificate is provided in consideration of payment of the initial premium, continued payment of premiums when due, and completion of an Application. This Certificate is a part of, and is governed by, a Group Policy. The Group Policy has been issued to, and is the contract between, the Group Policyholder and The United States Fire Insurance Company. The Group Policy is held by the Group Policyholder and may be inspected upon request at any reasonable time. The name of the Group Policyholder is shown in the Schedule.

This Certificate has been issued to you, the Certificateholder, as a Participant under the Group Policy, in accordance with the terms, conditions, and limitations of the Group Policy.

#### **10 DAY RIGHT TO RETURN THIS CERTIFICATE**

If for any reason You are not satisfied with this Certificate, You may return it to us within 10-days after You receive it. Upon receipt, we will refund any premium paid and the Certificate will be deemed void, just as though it had never been issued.

**THIS IS ACCIDENT ONLY COVERAGE.**

**READ IT CAREFULLY.**

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

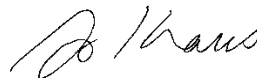
**THIS CERTIFICATE PAYS BENEFITS FOR SPECIFIC LOSSES FROM ACCIDENTS ONLY.**

**THIS CERTIFICATE IS NOT RENEWABLE.**

Signed for **The United States Fire Insurance Company** By:



Marc J. Ade  
Chairman and CEO



James Kraus  
Secretary

## **TABLE OF CONTENTS**

The provisions of this Certificate appear within in the following order:

Schedule of Benefits

Definitions

Scope of Coverage

Description of Hazards

Description of Benefits

Exclusions

Additional Exclusions

Limitations

Premium Provisions

General Provisions

Claim Provisions

<b>COVERAGE IS PROVIDED UNDER GROUP POLICY NUMBER:</b>	AH-GA26932-006
<b>ISSUED TO GROUP POLICYHOLDER:</b>	The Group and Blanket Accident & Health Insurance Trust
<b>CERTIFICATEHOLDER:</b>	<b>American Bicycle Racing</b>
<b>CERTIFICATE NUMBER:</b>	<b>US2171758</b>
<b>CERTIFICATE EFFECTIVE DATE:</b>	<b>04 Sep 2025</b>
<b>CERTIFICATE EXPIRATION DATE:</b>	<b>15 Sep 2025</b>
<b>BENEFIT PERIOD:</b>	Provided treatment begins within 30 days from the date of Injury, Benefits are payable for 52 weeks from the date of an Injury. The Injury must occur after the Effective Date and prior to the Expiration Date and care must be Medically Necessary.
<b>DEDUCTIBLE AMOUNT:</b>	\$1000.00
<b>COINSURANCE PERCENTAGE:</b>	100% of Usual, Reasonable & Customary Charges, (URC)
<b>LIFETIME MAXIMUM BENEFIT AMOUNT:</b>	\$25000

#### **MEDICAL EXPENSE BENEFIT**

Hospital Room & Board Daily Maximum Benefit Amount:	URC
Intensive Care Room & Board Daily Maximum Benefit:	URC
Hospital Miscellaneous Maximum Benefit Amount:	URC
Outpatient Pre-Admission Testing Benefit Amount:	URC
Outpatient Hospital Emergency Room Treatment Maximum Benefit Amount:	URC
Surgical Benefits:	
Primary Surgeons Maximum Benefit Amount:	URC
Assistant Surgeon, Second Surgical Opinion, Consultation Maximum Benefit:	URC
Anesthesia Maximum Benefit:	URC
Surgical Facility Maximum Benefit per Operating Session:	URC
Doctor's Visits	
In-Hospital Maximum Benefit:	URC
Office Visits Maximum Benefit:	URC
X-ray and Laboratory Maximum Benefit Amount:	URC
Nursing Maximum Benefit Amount:	URC
Physiotherapy Benefit	
Maximum Benefit Amount (Hospital Inpatient):	URC
Maximum Benefit Amount (Outpatient):	URC
Ambulance Maximum Benefit Amount:	URC
Medical Equipment Rental Charges Maximum Benefit Amount:	URC
Medical Services and Supplies Maximum Benefit Amount (Blood, Blood Transfusions, Oxygen):	URC
Dental Treatment For Injury Only Maximum Benefit Amount:	URC
Out-Patient Prescription Drug Benefit:	actual charges
<b>ACCIDENTAL DEATH, DISMEMBERMENT, OR LOSS OF SIGHT</b>	
Principal Sum:	\$10000

## DEFINITIONS

The terms shown below shall have the meaning given in this section whenever they appear in this Certificate. Additional terms may be defined within the provision to which they apply.

**"Accident"** means a sudden, unforeseeable external event which:

- (1) Causes Injury to one or more Covered Persons; and
- (2) Occurs while coverage is in effect for the Covered Person.

**"Benefit Period"** means the period of time from the date of Injury, as shown in the Schedule of Benefits.

**"Covered Person"** means a person eligible for coverage as identified in the Application for whom proper premium payment has been made, and who is therefore insured under this Certificate.

**"Deductible"** means the amount of Eligible Expenses which must be paid by the Covered Person before benefits are payable under this Certificate. It applies separately to each Covered Person.

**"Doctor"** means a licensed practitioner of the healing arts acting within the scope of his license. Doctor does not include:

- (1) The Covered Person;
- (2) The Covered Person's spouse, child, parent, brother, or sister; or
- (3) A person living with a Covered Person.

**"Eligible Expenses"** means the Usual, Reasonable and Customary charges for services or supplies which are incurred by the Covered Person for the Medically Necessary treatment of an Injury. Eligible Expenses must be incurred while this Certificate is in force.

**"He", "his" and "him"** includes "she", "her" and "hers."

**"Health Care Plan"** means any contract, policy or other arrangement for benefits or services for medical or dental care or treatment under:

- (1) Group or blanket insurance, whether on an insured or self funded basis;
- (2) Hospital or medical service organizations on a group basis;
- (3) Health Maintenance Organizations on a group basis.
- (4) Group labor management plans;
- (5) Employee benefit organization plan;
- (6) Professional association plans on a group basis; or
- (7) Any other group employee welfare benefit plan as defined in the Employee Retirement Income Security Act of 1974 as amended.

**"Hospital"** means an institution which:

- (1) Is operated pursuant to law;
- (2) Is primarily and continuously engaged in providing medical care and treatment to sick and injured persons on an inpatient basis;
- (3) Is under the supervision of a staff of doctors;
- (4) Provides 24 hour nursing service by or under the supervision of a graduate registered nurse, (R.N.);
- (5) Has medical, diagnostic and treatment facilities, with major surgical facilities;
  - (a) On its premises; or
  - (b) Available to it on a prearranged basis; and
- (6) Charges for its services.

**"Hospital"** does not include:

- (1) A clinic or facility for:
  - (a) Convalescent, custodial, educational or nursing care;
  - (b) The aged, drug addicts or alcoholics; or
  - (c) Rehabilitation; or
- (2) A military or veterans hospital or a hospital contracted for or operated by a national government or its agency unless:

- (a) The services are rendered on an emergency basis; and
- (b) A legal liability exists for the charges made to the individual for the services given in the absence of insurance.]

**“Hospital Stay”** means a Medically Necessary overnight confinement in a Hospital when room and board and general nursing care are provided for which a per diem charge is made by the Hospital.

**“Injury”** means bodily harm which results, directly and independently of disease or bodily infirmity, from an Accident. All injuries to the same Covered Person sustained in one accident, including all related conditions and recurring symptoms of the Injuries will be considered one Injury.

**“Medically Necessary” or “Medical Necessity”** means the service or supply is:

- (1) Prescribed by a Doctor for the treatment of the Injury; and
- (2) Appropriate, according to conventional medical practice for the Injury in the locality in which the service or supply is given.

**“Nurse”** means either a professional, licensed, graduate registered nurse (R.N.) or a professional, licensed practical nurse (L.P.N.).

**“School”** means the participating School or School District where the Covered Person is enrolled or employed. The School must be a duly accredited (state certified or accredited) primary, elementary, secondary, or collegiate School.

**“Student Infirmary”** means an on campus facility which:

- (1) Provides medical care and treatment to sick and injured students and faculty;
- (2) Is under the supervision of a Doctor;
- (3) Provides nursing services; and
- (4) Charges for its services.

**“Student Infirmary”** does not include:

- (1) Medical, diagnostic or treatment facilities with major surgical facilities:
  - (a) On its premises; or
  - (b) Available to it on a prearranged basis; or
- (2) In patient care.

*(No benefits are payable for services, supplies, or treatment in a Student Infirmary. This definition is applicable only to its reference in the provision titled Additional Exclusions.)*

**“Supervised or Sponsored Activity”** means a Certificateholder or School authorized function:

- (1) In which the Covered Person participates;
- (2) Which is organized by or under its auspices; which is within the scope of customary activities for such entity

**“Usual, Reasonable and Customary”** means:

- (1) With respect to fees or charges, fees for medical services or supplies which are;
  - (a) Usually charged by the provider for the service or supply given; and
  - (b) The average charged for the service or supply in the locality in which the service or supply is received; or
- (2) With respect to treatment or medical services, treatment which is reasonable in relationship to the service or supply given and the severity of the condition.

## **SCOPE OF COVERAGE**

We will provide the benefits described in this Certificate to all Covered Persons who suffer a covered loss which:

- (1) Is within the scope of the **DESCRIPTION OF BENEFITS PROVISIONS** and results, directly and independently of disease or bodily infirmity, from an Injury which is suffered in an Accident;
- (2) Occurs while the person is a Covered Person under this Certificate; and
- (3) Is within the scope of the risks set forth in the **DESCRIPTION OF HAZARDS** provisions.

**Full Excess Medical Expense:**

If an Injury to the Covered Person results in his incurring Eligible Expenses for any of the services in the SCHEDULE OF BENEFITS, we will pay the Eligible Expenses incurred, subject to the Deductible Amount and Coinsurance Percentage (if any), that are in excess of Expenses payable by any other Health Care Plan, regardless of any Coordination of Benefits provision contained in such Health Care Plan.

The Covered Person must be under the care of a Doctor when the Eligible Expenses are incurred. The Expense must be incurred solely for the treatment of a covered Injury:

- (1) While the person is insured under this Certificate; or
- (2) During the Benefit Period stated on the SCHEDULE OF BENEFITS.

The first Expense must be incurred within the time frame shown on the SCHEDULE OF BENEFITS.

The total of all medical benefits payable under this Certificate is shown on the SCHEDULE OF BENEFITS: and

- (1) Subject to the specific maximums shown on the SCHEDULE OF BENEFITS; and
- (2) Subject to compliance with the requirement, set forth in the Limitations section of this Certificate.

## **PROVISIONS CONCERNING COVERED PERSONS**

**Eligibility:**

Persons eligible to be insured under this Certificate are those persons described as an ELIGIBLE CLASS on the Application. This includes anyone who may become eligible while this Certificate is in force.

**Effective Dates:**

A Covered Person will become an insured under this Certificate, provided proper premium payment is made, on the latest of:

- (1) The Effective Date of this Certificate; or
- (2) The day he becomes eligible according to the referenced date shown in the Application.

**Termination:**

Insurance for a Covered Person will end on the earliest of:

- (1) The date he is no longer in an Eligible Class.
- (2) The date he reports for active duty in any Armed Forces, according to the referenced date shown in the Application. We will refund, upon receipt of proof of service, any premium paid, calculated from the date active duty begins until the earlier of:
  - (a) The date the premium is fully earned; or
  - (b) The Expiration Date of this Certificate.This does not include Reserve or National Guard duty for training;
- (3) The end of the period for which the last premium contribution is made; or
- (4) The date the Group Policy is terminated.

Coverage under this provision will end on the earlier of:

- (1) The date ending the six month period immediately following the last day the Covered Person was actively at work on a full time basis; or
- (2) The end of the period for which the last premium is paid.

**HAZARD:      SPORTS COVERAGE**

Subject to all other provisions of this Certificate, coverage is provided for a Covered Person while he is:

- (1) Taking part in:
  - (a) A regularly scheduled athletic game or competition; or
  - (b) A practice session for an athletic team or club;
- (2) Traveling to or from such a game, competition or practice session provided he is:
  - (a) Traveling with the athletic team or club; and
  - (b) Under the direct and immediate supervision of:

- (i) The athletic team or club; or
  - (ii) An adult authorized by the athletic team or club; or
- (3) Traveling directly, without interruption:
  - (a) Between his home and a scheduled game, competition or practice session;
  - (b) In a vehicle which is
    - (i) Designated or furnished by the athletic team or club;
    - (ii) Operated by a properly licensed, adult driver; or
    - (iii) Under the direct supervision of the athletic team or club; or
  - (c) In a vehicle other than that described in (3)(b) when:
    - (i) Operated by a properly licensed driver; and
    - (ii) Travel time does not exceed an hour each way.

Travel time includes the time:

- (i) To or from home, a scheduled game, competition or practice session;
- (ii) Before required attendance time;
- (iii) After the Covered Person is dismissed; and
- (iv) After the Covered Person completes extra duties assigned by the School.

Covered athletic games or competition are shown on the Schedule of Benefits.

Injuries which result over a period of time (such as blisters, tennis elbow, etc.), and which are a normal, foreseeable result of the sport, are not covered.

Unless otherwise stated, we will pay benefits for a covered loss, only once, even if coverage was provided under more than one Description of Hazards.

## **BENEFIT - MEDICAL EXPENSE**

We will pay, Eligible Expenses for a Covered Person's Injury, subject to the Deductible Amount and Coinsurance Percentage, if any, shown in the Schedule of Benefits. Eligible Expenses are those incurred for:

- (1) **Hospital Room and Board** – charges for the most common semi private daily room rate for each day of the Hospital Stay, up to the Maximum Daily Benefit Amount shown in the Schedule of Benefits for Hospital Room and Board.
- (2) **Intensive Care Room and Board** - charges for each day of Intensive Care Unit confinement, up to the Daily Maximum Benefit Amount shown in the Schedule of Benefits for the Intensive Care Room and Board benefit. This payment is in lieu of payment for the Hospital Room and Board charges for those days.
- (3) **Hospital Miscellaneous** - charges during a Hospital Stay, up to the Maximum Daily Benefit Amount shown in the Schedule of Benefits for the Hospital Miscellaneous benefit. 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 Hospital Expenses** - charges by a Hospital for:
  - (a) Pre admission testing (confinement must occur within 7 days of the testing); or
  - (b) Emergency room treatment, up to the Maximum Benefit Amount per emergency shown in the Schedule of Benefits for the Outpatient Emergency Room Treatment benefit.
- (5) **Surgical Benefits** - charges for:
  - (a) A Doctor, for primary performance of a surgical procedure, up to the Maximum Benefit Amount shown in the Schedule of Benefits per procedure. Two or more surgical procedures through the same incision will be considered as one procedure. However, we will pay up to 1.57 times the surgical procedure charge when more than one surgical procedure through different operating fields are performed during the same surgical session.

- (b) A Doctor, for: (i) assistant surgeon duties; (ii) a second surgical opinion; or (iii) consultation, up to the Maximum Benefit shown in the Schedule of Benefits for an Assistant Surgeon, Second Surgical Opinion, and Consultation.
- (c) Anesthesia and its administration, up to the Maximum Benefit Amount shown in the Schedule of Benefits for the Anesthesia benefit.
- (d) Use of surgical facilities, up to the Maximum Benefit Amount per operating session, as shown in the Schedule of Benefits for the Surgical Facility benefit.

(6) **Doctor's Visits** - charges by a Doctor for other than pre or post operative care:

- (a) For in Hospital visits, up to the Maximum Benefit Amount shown in the Schedule of Benefits for Doctor's Visit – In-Hospital.
- (b) For office visits, up to the Maximum Benefit Amount shown in the Schedule of Benefits for Doctor's Office Visits.

Total visits per Injury will not exceed the combined Maximum shown in the Schedule of Benefits for All In-Hospital and Office Doctor's Visits.

(7) **X-Ray and Laboratory** - charges for X ray and laboratory tests, up to the Maximum Benefit Amount shown in the Schedule of Benefits for the X-ray & Laboratory benefit.

(8) **Nursing Services** - Charges for nursing services (other than routine Hospital care) by or under the supervision of a licensed graduate registered nurse, up to the Maximum Benefit Amount shown on the Schedule of Benefits for the Nursing benefit.

(9) **Physiotherapy** - Charges for physiotherapy:

- (a) While Hospital confined, up to the Maximum Benefit Amount shown in the Schedule of Benefits for the Hospital Inpatient Physiotherapy benefit;
- (b) As an outpatient, up to the Maximum Benefit Amount shown on the Schedule of Benefits for the Outpatient Physiotherapy benefit.

Physiotherapy includes:

- (a) Heat treatment;
- (b) Diathermy;
- (c) Microtherm;
- (d) Ultrasonic;
- (e) Adjustment;
- (f) Manipulation;
- (g) Massage therapy and
- (h) Acupuncture.

Total treatment per Injury will not exceed the Maximum Benefit Amounts for Physiotherapy shown in the Schedule of Benefits.

(10) **Ambulance** - from the place where the Injury occurred to the Hospital, up to the Maximum Benefit Amount shown in the Schedule of Benefits for the Ambulance benefit.

(11) **Medical Equipment Rental** - charges for medical equipment for:

- (a) A wheelchair;
- (b) An iron lung; or
- (c) Other medical equipment for which prior approval by us has been given; up to the Maximum Benefit Amount shown in the Schedule of Benefits for the Medical Equipment Rental benefit.

(12) **Medical Services and Supplies** - Charges for medical services and supplies for:

- (a) Oxygen and its administration;
- (b) Blood and blood transfusions; up to the Maximum Benefit Amount shown in the Schedule of Benefits for the Medical Service & Supply benefit

- (13) **Dental Treatment** - Charges for dental treatment for Injury to a tooth which was sound and natural at the time of Injury, up to the Maximum Benefit Amount shown in the Schedule of Benefits for the Dental Treatment benefit.

The amounts payable under this Medical Expense benefit could be greatly reduced if the Covered Person does not comply with the requirements in the Limitations section of this Certificate.

## **BENEFIT OUT PATIENT PRESCRIPTION DRUG BENEFIT**

We will pay the Eligible Expenses, subject to the Deductible Amount and Coinsurance Percentage shown in the Schedule of Benefits, if any, for a Prescription Drug or medication when prescribed by a Doctor on an outpatient basis.

**Prescription Drug** means a drug which:

- (1) Under Federal law may only be dispensed by written prescription; and
- (2) Is utilized for the specific purpose approved for general use by the Food and Drug Administration.

The Prescription Drug must be dispensed for the out patient use by the Covered Person:

- (1) On or after the Covered Person's Effective Date; and
- (2) By a licensed pharmacy provider.

Benefits are payable up to the Maximum Benefit Amount shown on the Schedule of Benefits.

The amount payable under this benefit could be greatly reduced if the Covered Person does not comply with the requirements in the Limitations section of this Certificate.

## **BENEFIT A: BENEFITS FOR ACCIDENTAL DEATH, DISMEMBERMENT, LOSS OF SIGHT**

If, within one-year from the date of an Accident covered by this Certificate, Injury from such Accident, results in Loss listed below, we will pay the percentage of the Principal Sum set opposite the loss in the table below. If the Covered Person sustains more than one such Loss as the result of one Accident, we will pay only one amount, the largest to which he is entitled. This amount will not exceed the Principal Sum which applies for the Covered Person.

<b><u>Loss</u></b>	<b><u>Percentage of Principal Sum</u></b>
Loss of Life	100%
Loss of Both Hands	100%
Loss of Both Feet	100%
Loss of Entire Sight of Both Eyes	100%
Loss of One Hand and One Foot	100%
Loss of One Hand and Entire Sight of One Eye	100%
Loss of One Foot and Entire Sight of One Eye	100%
Loss of One Hand	50%
Loss of One Foot	50%
Loss of Entire Sight of One Eye	50%
Loss of Thumb and Index Finger of the Same Hand	25%

**Loss of a hand or foot** means complete Severance through or above the wrist or ankle joint.

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

**Loss of a thumb and index finger** means complete Severance through or above the metacarpophalangeal joints (the joints between the fingers and the hand).

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

**In California**, loss of a thumb and index finger means loss by complete Severance of at least one whole phalanx of each.

## EXCLUSIONS

Benefits will not be paid for a Covered Person's loss which:

- (1) Is caused by or results from the Covered Person's own:
  - (a) Intentionally self inflicted Injury, suicide or any attempt thereat. (In Missouri this applies only while sane.);
  - (b) Voluntary self administration of any drug or chemical substance not prescribed by, and taken according to the directions of, a doctor (Accidental ingestion of a poisonous substance is not excluded.);
  - (c) Commission or attempt to commit a felony;
  - (d) Participation in a riot or insurrection;
  - (e) Driving under the influence of a controlled substance unless administered on the advice of a doctor; or
  - (f) Driving while Intoxicated. "Intoxicated" will have the meaning determined by the laws in the jurisdiction of the geographical area where the loss occurs;
- (2) Is caused by or results from:
  - (a) Declared or undeclared war or act of war;
  - (b) An Accident which occurs while the Covered Person is on active duty service in any Armed Forces.  
*(Reserve or National Guard active duty for training is not excluded unless it extends beyond 31 days.);*
  - (c) Aviation, except as specifically provided in this Certificate;
  - (d) Sickness, disease, bodily or mental infirmity or medical or surgical treatment thereof, bacterial or viral infection, regardless of how contracted, unless a Sickness Expense Rider is in force under this Certificate. This does not include bacterial infection that is the natural and foreseeable result of an accidental external bodily injury or accidental food poisoning.
  - (e) Nuclear reaction or the release of nuclear energy. However, this exclusion will not apply if the loss is sustained within 180 days of the initial incident and:
    - i. The loss was caused by fire, heat, explosion or other physical trauma which was a result of the release of nuclear energy; and
    - ii. The Covered Person was within a 25 mile radius of the site of the release either:
      - 1) At the time of the release; or
      - 2) Within 24 hours of the start of the release.

## ADDITIONAL EXCLUSIONS

1. Dental care or treatment other than care of sound, natural teeth and gums required on account of Injury resulting from an Accident while the Covered Person is covered under this Certificate, and rendered within 6 months of the Accident;
2. Services or treatment rendered by a doctor, nurse or any other person who is:
  - (a) Employed or retained by the Certificateholder; or
  - (b) Who is the Covered Person or a member of his immediate family;
3. Charges which:
  - (a) The Covered Person would not have to pay if he did not have insurance; or
  - (b) Are in excess of Usual, Reasonable and Customary charges.
4. An Injury that is caused by flight in:
  - (a) An aircraft, except as a fare paying passenger;
  - (b) A space craft or any craft designed for navigation above or beyond the earth's atmosphere; or
  - (c) An ultra light, hang gliding, parachuting or bungi cord jumping;
5. Travel in or upon:

- (a) A snowmobile;
- (b) Any two or three wheeled motor vehicle;
- (c) Any off road motorized vehicle not requiring licensing as a motor vehicle;
- 6. Any Accident where the Covered Person is the operator of a motor vehicle and does not possess a current and valid motor vehicle operator's license;
- 7. That part of medical expense payable by any automobile insurance policy without regard to fault. (Does not apply in any state where prohibited);
- 8. Injury that is:
  - (a) The result of the Covered Person being Intoxicated. ("Intoxicated" will have the meaning determined by the laws in the jurisdiction of the geographical area where the loss occurs); or
  - (b) Caused by any narcotic, drug, poison, gas or fumes voluntarily taken, administered, absorbed or inhaled, unless prescribed by a doctor;
- 9. An Injury resulting from participation in or practice for non School sponsored skiing, ice hockey, lacrosse, or soccer;
- 10. Expenses to the extent that they are paid or payable under other valid and collectible group insurance or medical prepayment plan;
- 11. Blood or Blood plasma, except for charges by a Hospital for the processing or administration of blood;
- 12. Elective treatment or surgery, health treatment, or examination where no Injury is involved;
- 13. Injury sustained while in the service of the armed forces of any country. When the Covered Person enters the armed forces of any country, we will refund the unearned pro rata premium upon request;
- 14. Eyeglasses, contact lenses, hearing aids, braces, appliances, or examinations or prescriptions therefore;
- 15. Treatment in any Veterans Administration or Federal Hospital, except if there is a legal obligation to pay;
- 16. Treatment of temporomandibular joint (TMJ) disorders involving the installation of crowns, pontics, bridges or abutments, or the installation, maintenance or removal of orthodontic or occlusal appliances or equilibration therapy;
- 17. Cosmetic surgery, except for reconstructive surgery on a diseased or injured part of the body;
- 18. Any loss which is covered by state or federal worker's compensation, employers liability, occupational disease law, or similar laws;
- 19. The repair or replacement of existing artificial limbs, orthopedic braces, or orthotic devices;
- 20. The repair or replacement of existing dentures, partial dentures, braces or fixed or removable bridges;
- 21. Any sickness, except infection which occurs directly from an Accidental cut or wound or diagnostic tests or treatment, or ingestion of contaminated food;
- 22. Expenses incurred for an Accident after the Benefit Period shown in the Schedule of Benefits;
- 23. Orthopedic appliances which are used mainly to protect an Injury so that a covered student can take part in interscholastic or intercollegiate sports;
- 24. Hernia of any kind; or any bacterial infection that was not caused by an Accidental cut or wound;

## **LIMITATIONS**

Any benefits payable under this Certificate will be limited to the following:

- (1) The medical benefits otherwise payable under this Certificate will be reduced by 50% if:
  - (a) Excess insurance is provided under this Certificate; and
  - (b) The Covered Person has coverage under another plan providing medical expense benefits; and
  - (c) The other plan is an HMO, PPO or similar arrangement ("PPO Preferred Provider Organization" means an Organization offering health care services through designated health care providers who agree to perform these services at rates lower than nonpreferred providers.); and
  - (d) The Covered Person does not use the facilities or services of the HMO, PPO or similar arrangement for the provision of benefits.

The Covered Person's limitation does not apply to emergency treatment required within 24 hours after an Accident which occurred outside the geographic area serviced by the HMO, PPO or similar arrangement.

- (2) The application of the Non-Duplication of Benefits provision.

## **PREMIUM PROVISIONS**

### **GRACE PERIOD:**

A grace period of 31-days is granted for each premium due after the first premium due date. Coverage will stay in force during this period unless notice has been sent, in accordance with the POLICY TERMINATION provision, of the intent to terminate coverage under this Certificate. Coverage will end if the premium is not paid by the end of the grace period.

### **PREMIUMS:**

Premium due dates are the first of every month. Premium payment made in advance or for more than a one month period will not affect any provisions of this Certificate with regard to change. Failure by the Certificateholder to pay premiums when due or within the grace period shall be deemed notice to us to terminate coverage at the end of the period for which premium was paid.

### **CHANGES IN RATES:**

We have the right to change the premium rates on any premium due date:

- (1) After the first 12 months insurance is in effect;
- (2) Coinciding with a change in the coverage provided or classes eligible; or
- (3) Coinciding with a change in the risks we have assumed.

We will give 31 days written notice of any change under (1) above. Notice will be sent to the Certificateholder's most recent address in our records.

## GENERAL PROVISIONS

### ENTIRE CONTRACT; CHANGES:

This Certificate, the application of the Certificateholder (if any, a copy of which is attached), endorsements, riders and attached papers constitute the entire contract between the parties. If an application of a Covered Person is required, the application of any Insured, at our option, may also be made a part of this contract.

All statements made by the Certificateholder or by a Covered Person are deemed representations and not warranties. No such statement will cause us to deny or reduce benefits or be used as a defense to a claim unless a copy of the instrument containing the statement is or has been furnished to such person; or, in the event of his death or incapacity, his beneficiary or representative. After 2-years from the Covered Person's effective date of coverage, no such statement, except in the case of fraud or with respect to eligibility for coverage, will cause such coverage to be contested.

No change in this Certificate will be valid until approved by one of our executive officers. This approval must be endorsed on or attached to this Certificate. No agent may change this Certificate or waive any of its provisions.

### RECORDS MAINTAINED:

The Certificateholder or its authorized administrator will maintain records of the essential features of each Covered Person's insurance under this Certificate.

We shall be permitted to examine the Certificateholder's records relating to coverage under this Certificate. Examination may occur at any reasonable time up to the later of:

- (1) The two year period after the expiration of the Certificateholder's coverage; or
- (2) The final adjustment and settlement of all claims under the Certificateholder's coverage.

### REPORTING REQUIREMENTS:

The Certificateholder or its authorized agent must report to us, by the premium due date:

- (1) The names of all persons insured on the Effective Date of this Certificate;
- (2) The names of all persons who are insured after the Effective Date of this Certificate;
- (3) The names of those persons whose insurance has terminated; and
- (4) Additional information required as agreed to by us and the Certificateholder.

### CONFORMITY WITH STATE STATUTES:

Any provision of this Certificate in conflict, on the Effective Date of this Certificate, with the laws of the state where it is delivered, is amended to conform to the minimum requirements of such laws.

## CLAIM PROVISIONS

### NOTICE OF CLAIM:

Written notice must be given to us within 30 days (Kentucky - 60 days) after a covered loss occurs or begins or as soon as reasonably possible. Notice can be given at our administrative office as shown on the cover page or to our agent. Notice should include the Certificateholder's name and number and a Covered Person's name and address.

### CLAIM FORMS:

When we receive the notice of claim, we will send forms for filing proof of loss. If claim forms are not sent within 15 days after notice is given, the proof requirements will be met by submitting, within the time required under PROOF OF LOSS, written proof of the nature and extent of the loss.

### PROOF OF LOSS:

Written proof of loss must be furnished to us in the case of a claim for loss for which this Certificate provides periodic payment contingent upon continuing loss within 90 days after the end of the period for which we are liable. Written proof that the loss continues must be furnished to us at intervals required by us.

In case of claim for any other loss, proof must be furnished within 90 days after the date of such loss.

If that is not reasonably possible, we will not deny or reduce any claim if proof is furnished as soon as reasonably possible. Proof must, in any case, be furnished not more than a year later, except for lack of legal capacity.

**TIME OF PAYMENT OF CLAIMS:**

Benefits due under this Certificate for a loss, other than a loss for which this Certificate provides installments, will be paid immediately upon receipt of due written proof of such loss.

Subject to written proof of loss, all accrued benefits for loss for which this Certificate provides installments will be paid Monthly; any balance remaining unpaid upon the termination of liability will be paid immediately upon receipt of a written proof of loss, unless otherwise stated in the Description of Benefits.

**PAYMENT OF CLAIMS:**

Benefits for a Covered Person's loss of life will be paid to the beneficiary named in our records, if any, at the time of payment. The benefits can be paid in one sum or, at a Covered Person's written request, in accordance with one of our settlement plans. If a Covered Person has not requested any settlement plan, the beneficiary can do so in writing after a Covered Person's death. If there is no named beneficiary or surviving beneficiary, a Covered Person's loss of life benefits will be paid in one sum to the first surviving class of following in the order shown below:

- (1) The beneficiary named to receive a Covered Person's proceeds;
- (2) Spouse;
- (3) Child or children;
- (4) Mother or father;
- (5) Sisters or brothers; or
- (6) The estate of a Covered Person.

If we are to pay benefits to the estate or to a person who is incapable of giving a valid release, we may pay up to \$1,000 to a relative by blood or marriage whom we believe is equitably entitled. This good faith payment satisfies our legal duty to the extent of that payment.

Any other accrued benefits which are unpaid at a Covered Person's death may, at our option, be paid either to his beneficiary or to his estate. All other benefits, unless specifically stated otherwise, will be paid to a Covered Person.

**PAYMENT OF CLAIMS: OTHER BENEFITS:**

All other benefits will be paid to the Covered Person, if he is living, if not, we will pay his beneficiary or his estate.

**PHYSICAL EXAMINATION AND AUTOPSY:**

We will pay the cost and have the right to have the Covered Person examined as often as reasonably necessary while the claim is pending. We can have an autopsy made at our expense unless prohibited by law. *(Autopsies are not permitted to be required in Massachusetts, Mississippi and South Carolina.)*

**SUBROGATION:**

If we have paid benefits to a Covered Person for Injuries received in a covered Accident, and in our opinion a third party may be liable, we will be subrogated to the extent of such payment and to all of the rights of the Covered Person regarding the recovery of benefits paid or to any settlement or judgment which results from the exercise of these rights. The Covered Person agrees to sign papers and do whatever else is necessary to transfer his rights to us. We will exercise such rights on his behalf. He further agrees to furnish us with all relevant information and documents.

**LEGAL ACTIONS:**

No action at law or in equity shall be brought to recover benefits under this Certificate less than 60 days after written proof of loss has been furnished as required by this Certificate. No such action shall be brought more than 3 years South Carolina: 6 years after the time written proof of loss is required to be furnished.