

**GERBER LIFE INSURANCE COMPANY**  
1311 MAMARONECK AVENUE, WHITE PLAINS, NY 10605  
1 (800) 727-7642  
(Herein called the Company)

**Policy Number:** 05-1689-15

**Name and Address of Policyholder:** CHULA VISTA ELEMENTARY SCHOOL DISTRICT  
84 East J Street  
Chula Vista, CA 91910

**Policy Effective Date:** August 1, 2015 / Football: August 1, 2015

**Policy Termination Date:** 1st day of the following school year / Football: last day football season

This Policy is a legal contract between the Policyholder and the Company.

This Policy describes the terms and conditions of insurance. This Policy goes into effect subject to its applicable terms and conditions at 12:01 A.M. on the Policy Effective Date shown above at the Policyholder's address. It will remain in effect for the duration of the Policy Term shown above if the premium is paid according to the agreed terms. This Policy terminates at 12:00 A.M., on the day following the last day of the Policy Term unless the Policyholder and the Company agree to continue coverage under this Policy for an additional Policy Term. The laws of the State of Issue shown above govern this Policy.

The Company and the Policyholder agree to all the terms of this Policy.

**Description**

Except where specifically stated otherwise, this Policy covers the Insured only for Injury sustained while:

1. Participating in or attending any Regularly Scheduled Activity of the School. The activity must be supervised by a person authorized by the School.
2. Traveling directly (uninterruptedly) to and from a Regularly Scheduled Activity with other members as a group. The travel must be supervised by a person authorized by the School.
3. Traveling directly (uninterruptedly) to and from the Insured's Residence and the meeting place for the purpose of participating in the Regularly Scheduled Activity.

**BLANKET STUDENT ACCIDENT POLICY**  
**THIS IS A LIMITED POLICY**  
**THIS POLICY PAYS BENEFITS FOR SPECIFIC LOSSES FROM ACCIDENT ONLY**  
**THIS POLICY DOES NOT PAY BENEFITS FOR LOSS CAUSED BY SICKNESS**  
**THIS POLICY IS NON-RENEWABLE**

**PLEASE READ YOUR POLICY CAREFULLY**

**SIGNED FOR GERBER LIFE INSURANCE COMPANY**



President and CEO



Secretary

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## ACCIDENT MEDICAL SCHEDULE OF BENEFITS

### Mandatory or Voluntary High Plan BSC 210

### Hospital and Professional Services Benefits

The Injury must be treated within 60 days after the Accident occurs.

Services must be received within 1 year from the date of the Accident. Expenses incurred after 1 year from the date of the Accident are not covered even though the service is a continuing one or one that is necessarily delayed beyond 1 year from the date of the Accident.

#### HOSPITAL AND PROFESSIONAL SERVICES BENEFITS

**Maximums and Benefit Period (All maximums are subject to the COVERAGE and LIMITATIONS as stated below.)**

Maximum Medical Expense for each Injury: \$100,000

Maximum Medical Expense for football Injuries: \$100,000

Maximum Medical Expense for Injuries involving motor vehicles: \$10,000

Accidental Death, Dismemberment, or Loss of Sight Benefit: \$20,000

    Single Dismemberment: \$10,000

    Double Dismemberment: \$20,000

Benefit Period: 1 Year

#### Deductible

The Deductible is the greater of:

1. \$0 ; or
2. The amount paid or payable for the same Injury by any Other Plan.

#### EXCESS COVERAGE PROVISION APPLICABILITY

The Excess Coverage provision does apply.

#### COVERAGE AND LIMITATIONS (All limitations are stated per Injury.)

##### *Hospital/Facility Services*

##### **Inpatient**

1. HOSPITAL ROOM AND BOARD: 80% of Reasonable Expenses up to the semi-private room rate
2. INPATIENT HOSPITAL MISCELLANEOUS: 80% of Reasonable Expenses

##### **Outpatient**

1. OUTPATIENT HOSPITAL MISCELLANEOUS (Except Physician's services and x-rays paid as below): 80% of Reasonable Expenses to a maximum of \$1,500
2. HOSPITAL EMERGENCY ROOM: 80% of Reasonable Expenses to a maximum of \$1,500
3. FREE-STANDING AMBULATORY SURGICAL FACILITY: 80% of Reasonable Expenses to a maximum of \$1,500

##### *Physician's Services*

1. SURGICAL: 80% of Reasonable Expenses

2. ASSISTANT SURGEON: Reasonable Expenses to 25% of surgical benefit paid only if surgeon is paid
3. ANESTHESIOLOGIST: Reasonable Expenses to 25% of surgical benefit paid only if surgeon is paid.
4. PHYSICIAN'S NON-SURGICAL TREATMENT (EXCEPT AS IN 5. BELOW): 80% of Reasonable Expenses
5. PHYSICIAN'S OUTPATIENT TREATMENT IN CONNECTION WITH PHYSICAL THERAPY AND/OR SPINAL MANIPULATION: 80% of Reasonable Expenses \$40 per visit to a maximum of 8 visits

**Other Services**

1. REGISTERED NURSES' SERVICES: 80% of Reasonable Expenses
2. PRESCRIPTIONS (DISPENSED BY A LICENSED PHARMACIST) - OUTPATIENT: 80% of Reasonable Expenses
3. LABORATORY TESTS - OUTPATIENT: 80% of Reasonable Expenses
4. X-RAYS (INCLUDES INTERPRETATION) - OUTPATIENT: 80% of Reasonable Expenses
5. DIAGNOSTIC IMAGING (MRI, CAT SCAN, ETC.) - INCLUDES INTERPRETATION: 80% of Reasonable Expenses
6. GROUND AMBULANCE: 80% of Reasonable Expenses
7. DURABLE MEDICAL EQUIPMENT - INCLUDES ORTHOPEDIC BRACES AND APPLIANCES: 80% of Reasonable Expenses
8. DENTAL TREATMENT: 80% of Reasonable Expenses to a maximum of \$1,500 for the treatment, repair or replacement of injured natural teeth, includes initial braces when required for treatment of a covered injury, as well as examination, x-rays, restorative treatment, endodontics, oral surgery and treatment for gingivitis resulting from trauma.
9. REPLACEMENT OF EYEGASSES, HEARING AIDS, CONTACT LENSES, IF MEDICAL TREATMENT IS ALSO RECEIVED FOR THE COVERED INJURY: 100% of Reasonable Expenses to a maximum of \$700

## ACCIDENT MEDICAL SCHEDULE OF BENEFITS

### Mandatory or Voluntary Mid Plan BSC 211 Hospital and Professional Services Benefits

The Injury must be treated within 60 days after the Accident occurs.

Services must be received within 1 year from the date of the Accident. Expenses incurred after 1 year from the date of the Accident are not covered even though the service is a continuing one or one that is necessarily delayed beyond 1 year from the date of the Accident.

#### HOSPITAL AND PROFESSIONAL SERVICES BENEFITS

**Maximums and Benefit Period (All maximums are subject to the COVERAGE and LIMITATIONS as stated below.)**

Maximum Medical Expense for each Injury: \$50,000

Maximum Medical Expense for football Injuries: \$50,000

Maximum Medical Expense for Injuries involving motor vehicles: \$10,000

Accidental Death, Dismemberment, or Loss of Sight Benefit: \$20,000

    Single Dismemberment: \$10,000

    Double Dismemberment: \$20,000

Benefit Period: 1 Year

#### Deductible

The Deductible is the greater of:

3. \$0 ; or
4. The amount paid or payable for the same Injury by any Other Plan.

#### EXCESS COVERAGE PROVISION APPLICABILITY

The Excess Coverage provision does apply.

#### COVERAGE AND LIMITATIONS (All limitations are stated per Injury.)

##### *Hospital/Facility Services*

##### **Inpatient**

1. HOSPITAL ROOM AND BOARD: 75% of Reasonable Expenses up to the semi-private room rate
2. INPATIENT HOSPITAL MISCELLANEOUS: 75% of Reasonable Expenses

##### **Outpatient**

1. OUTPATIENT HOSPITAL MISCELLANEOUS (Except Physician's services and x-rays paid as below): 75% of Reasonable Expenses to a maximum of \$800
2. HOSPITAL EMERGENCY ROOM: 75% of Reasonable Expenses to a maximum of \$800
3. FREE-STANDING AMBULATORY SURGICAL FACILITY: 75% of Reasonable Expenses to a maximum of \$800

##### *Physician's Services*

1. SURGICAL: 75% of Reasonable Expenses

2. ASSISTANT SURGEON: Reasonable Expenses to 25% of surgical benefit paid only if surgeon is paid
3. ANESTHESIOLOGIST: Reasonable Expenses to 25% of surgical benefit paid only if surgeon is paid.
4. PHYSICIAN'S NON-SURGICAL TREATMENT (EXCEPT AS IN 5. BELOW): 80% of Reasonable Expenses
5. PHYSICIAN'S OUTPATIENT TREATMENT IN CONNECTION WITH PHYSICAL THERAPY AND/OR SPINAL MANIPULATION: 75% of Reasonable Expenses \$30 per visit to a maximum of 7 visits

**Other Services**

1. REGISTERED NURSES' SERVICES: 75% of Reasonable Expenses
2. PRESCRIPTIONS (DISPENSED BY A LICENSED PHARMACIST) - OUTPATIENT: 75% of Reasonable Expenses
3. LABORATORY TESTS - OUTPATIENT: 75% of Reasonable Expenses
4. X-RAYS (INCLUDES INTERPRETATION) - OUTPATIENT: 75% of Reasonable Expenses
5. DIAGNOSTIC IMAGING (MRI, CAT SCAN, ETC.) - INCLUDES INTERPRETATION: 75% of Reasonable Expenses
6. GROUND AMBULANCE: 75% of Reasonable Expenses
7. DURABLE MEDICAL EQUIPMENT - INCLUDES ORTHOPEDIC BRACES AND APPLIANCES: 75% of Reasonable Expenses
8. DENTAL TREATMENT: 75% of Reasonable Expenses to a maximum of \$800 for the treatment, repair or replacement of injured natural teeth, includes initial braces when required for treatment of a covered injury, as well as examination, x-rays, restorative treatment, endodontics, oral surgery and treatment for gingivitis resulting from trauma.
9. REPLACEMENT OF EYEGASSES, HEARING AIDS, CONTACT LENSES, IF MEDICAL TREATMENT IS ALSO RECEIVED FOR THE COVERED INJURY: 100% of Reasonable Expenses to a maximum of \$500

## ACCIDENT MEDICAL SCHEDULE OF BENEFITS

### Mandatory or Voluntary Low Plan BSC 212 Hospital and Professional Services Benefits

The Injury must be treated within 60 days after the Accident occurs.

Services must be received within 1 year from the date of the Accident. Expenses incurred after 1 year from the date of the Accident are not covered even though the service is a continuing one or one that is necessarily delayed beyond 1 year from the date of the Accident.

#### HOSPITAL AND PROFESSIONAL SERVICES BENEFITS

**Maximums and Benefit Period (All maximums are subject to the COVERAGE and LIMITATIONS as stated below.)**

Maximum Medical Expense for each Injury: \$25,000

Maximum Medical Expense for football Injuries: \$25,000

Maximum Medical Expense for Injuries involving motor vehicles: \$10,000

Accidental Death, Dismemberment, or Loss of Sight Benefit: \$10,000

    Single Dismemberment: \$5,000

    Double Dismemberment: \$10,000

Benefit Period: 1 Year

#### Deductible

The Deductible is the greater of:

5. \$0 ; or
6. The amount paid or payable for the same Injury by any Other Plan.

#### EXCESS COVERAGE PROVISION APPLICABILITY

The Excess Coverage provision does apply.

#### COVERAGE AND LIMITATIONS (All limitations are stated per Injury.)

##### *Hospital/Facility Services*

##### **Inpatient**

1. HOSPITAL ROOM AND BOARD: 65% of Reasonable Expenses up to the semi-private room rate
2. INPATIENT HOSPITAL MISCELLANEOUS: 65% of Reasonable Expenses

##### **Outpatient**

1. OUTPATIENT HOSPITAL MISCELLANEOUS (Except Physician's services and x-rays paid as below): 65% of Reasonable Expenses to a maximum of \$500
2. HOSPITAL EMERGENCY ROOM: 65% of Reasonable Expenses to a maximum of \$500
3. FREE-STANDING AMBULATORY SURGICAL FACILITY: 65% of Reasonable Expenses to a maximum of \$500

##### *Physician's Services*

1. SURGICAL: 65% of Reasonable Expenses

2. ASSISTANT SURGEON: Reasonable Expenses to 25% of surgical benefit paid only if surgeon is paid
3. ANESTHESIOLOGIST: Reasonable Expenses to 25% of surgical benefit paid only if surgeon is paid.
4. PHYSICIAN'S NON-SURGICAL TREATMENT (EXCEPT AS IN 5. BELOW): 65% of Reasonable Expenses
5. PHYSICIAN'S OUTPATIENT TREATMENT IN CONNECTION WITH PHYSICAL THERAPY AND/OR SPINAL MANIPULATION: 65% of Reasonable Expenses \$25 per visit to a maximum of 5 visits

**Other Services**

1. REGISTERED NURSES' SERVICES: 65% of Reasonable Expenses
2. PRESCRIPTIONS (DISPENSED BY A LICENSED PHARMACIST) - OUTPATIENT: 65% of Reasonable Expenses
3. LABORATORY TESTS - OUTPATIENT: 65% of Reasonable Expenses
4. X-RAYS (INCLUDES INTERPRETATION) - OUTPATIENT: 65% of Reasonable Expenses
5. DIAGNOSTIC IMAGING (MRI, CAT SCAN, ETC.) - INCLUDES INTERPRETATION: 65% of Reasonable Expenses
6. GROUND AMBULANCE: 65% of Reasonable Expenses
7. DURABLE MEDICAL EQUIPMENT - INCLUDES ORTHOPEDIC BRACES AND APPLIANCES: 65% of Reasonable Expenses
8. DENTAL TREATMENT: 65% of Reasonable Expenses to a maximum of \$500 for the treatment, repair or replacement of injured natural teeth, includes initial braces when required for treatment of a covered injury, as well as examination, x-rays, restorative treatment, endodontics, oral surgery and treatment for gingivitis resulting from trauma.
9. REPLACEMENT OF EYEGASSES, HEARING AIDS, CONTACT LENSES, IF MEDICAL TREATMENT IS ALSO RECEIVED FOR THE COVERED INJURY: 100% of Reasonable Expenses to a maximum of \$150



## OTHER COVERAGES

**Religious Education Coverage** - Coverage and Limitations stated for Hospital and Professional Services for High Plan (BSC 210) apply. The maximum amount payable per covered Injury is \$5,000.00. All provisions in this Policy apply to this coverage. (CPC 609)

**One Day Field Trip Coverage** - Coverage and Limitations stated for Hospital and Professional Services for High Plan (BSC 210) apply. The maximum amount payable per covered Injury is \$5,000.00. All provisions in this Policy apply to this coverage. (CPC 610)

**Counseling Benefit** – If as a result of an Act of Violence an Insured is killed while on School Property, the Company will pay a lump sum of \$5,000.00 for Counseling Services. The lump sum benefit will be paid directly to the covered School or to the hospital or person rendering such services after the commencement of Counseling Services. The company will not pay for any expense for loss due to participation in a riot or insurrection. All provisions in this Policy apply to this coverage.

### Other Benefits

**Optional School-Time Accident Coverage** – Coverage and Limitations stated for Hospital and Professional Services selected by the Insured apply. The School-Time Coverage excludes students participating in high school interscholastic tackle football. Additional premium payment is required for this coverage. All provisions in this Policy apply to this coverage. (CPC 201)

**Optional 24-Hour Accident Coverage** – Coverage and Limitations stated for Hospital and Professional Services selected by the Insured apply. The 24-Hour Coverage excludes students participating in high school interscholastic tackle football. Additional premium payment is required for this coverage. All provisions in this Policy apply to this coverage. (CPC 301)

**Optional Fall Football Coverage** – Coverage and Limitations stated for Hospital and Professional Services selected by the Insured apply. Ninth graders who play with 9<sup>th</sup> graders only are not charged for football coverage. Their School-Time or 24-Hour coverage will apply if purchased. Additional premium is required by the Insured for this coverage. All provisions in this Policy apply to this coverage. (CPC 401)

**Optional 24-Hour Dental Coverage** – Injury must be treated within 60 days after the Accident occurs. Benefits are payable within 12 months after the date of Injury. The maximum eligible expenses payable per covered Injury is \$25,000.00. In addition, when the dentist certifies that treatment must be deferred until after the Benefit Period, deferred benefits will be paid to a maximum of \$1,000.00. All provisions in this Policy apply to this coverage. Additional premium payment is required for this coverage. (CPC 601)

## DEFINITIONS

Key terms used in this Policy are defined below. They are capitalized wherever they appear in this Policy.

**Accident** means a sudden, unexpected and unforeseen, identifiable event producing at the time objective symptoms of an Injury. The Accident must occur while the Insured is covered under this Policy.

**Act of Violence** means an Injury inflicted by a person with malicious intent to cause bodily harm.

**Counseling Services** means psychiatric/psychological counseling that is under the care, supervision, or direction of a professional counselor or Physician and essential to assist the Insured in coping with the Act of Violence.

Counseling Services must be:

- a) Arranged by the covered School;
- b) Provided to a living Insured due to an Act of Violence; and
- c) Received during the Benefit Period shown on the Schedule of Benefits.

**Deductible** means the Reasonable Expenses that are Medically Necessary which the Insured must incur, per Injury, before the Company pays any benefits under the Hospital and Professional Services Benefits provision.

**Dental Expense** means the Reasonable Expense for Medically Necessary repair or replacement of sound, natural teeth.

**Emergency** means:

1. A situation which requires hospitalization or medical care for an Injury caused by the sudden, unexpected onset of a medical condition with acute symptoms of sufficient severity and pain to require immediate medical care; and
2. In the absence of which one could reasonably expect that one or more of the following would occur:
  - (a) The Insured's health would be placed in serious jeopardy.
  - (b) There would be serious impairment of the Insured's bodily functions.
  - (c) There would be serious dysfunction of any of the Insured's bodily organs or parts.

**Free - Standing Ambulatory Surgical Facility** means any public or private establishment which:

1. Has an organized medical staff;
2. Has permanent facilities that are equipped and operated mainly for the purpose of performing surgical procedures;
3. Provides continuous services of Physicians and registered nurses, whenever a patient is in the facility; and
4. Does not provide services or other accommodations for patients to stay overnight.

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

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

Hospital also means a psychiatric hospital as defined by Medicare. It must be eligible to receive payments under Medicare.

A Hospital is mainly not a place for rest, a place for the aged, a place for the treatment of drug addicts or alcoholics, or a nursing home.

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

**Injury** means bodily injury caused by an Accident. The Injury must occur while this Policy is in force and while the Insured is covered under this Policy. The Injury must be sustained as stated on the face page of this Policy, except where specifically stated otherwise in this Policy.

**Inpatient** means a person confined in a Hospital for at least one full day and charged room and board.

**Insured** means any person, attending a School, for whom insurance is in force under this Policy and when due, the required premium has been paid for. A person's insurance takes effect and terminates as stated in the Policy Effective Date and Policy Termination Date provision.

**Loss** means Medical Expense incurred as a result of a covered Injury. With the respect to the Accidental Death, Dismemberment, or Loss of Sight provision, Loss means loss of life, loss of hand, foot or sight, as described in that provision.

**Medical Expense** means the Reasonable Expense charged:

1. Of a professional ambulance service for Medically Necessary transportation to and from a Hospital;
2. Of a Physician for Medically Necessary care and treatment;
3. Of a Hospital for Medically Necessary inpatient services, including room and board (not exceeding the semi-private room rate for each day of confinement unless a private room is Medically Necessary);
4. For Medically Necessary hospital inpatient services and supplies, including intensive care services, and daily Hospital charges for personal Hospital services (including television, radio, telephone, barber, and beauty services to a maximum payment as shown in the Plan of Insurance);
5. For Medically Necessary out-patient and emergency room care and treatment;
6. For confinement in an Extended Care Facility;
7. For Home Health Care; and
8. For medical or surgical services, prescription drugs, and other medical supplies commonly used for therapeutic or diagnostic services, which are Medically Necessary and prescribed by a Physician operating within the scope of his or her license.

**Medically Necessary** means medical and dental treatment which:

1. Are essential for diagnosis, treatment or care of the Injury or Accident for which it is prescribed or performed;
2. Meets generally accepted standards of medical practice; and
3. Are ordered by a Physician and performed under his or her care, supervision or order.

**Other Plan** means any other valid and collectible insurance or self-funded plan such as: individual and family type insurance coverage; group, blanket or franchise insurance, group hospital, medical service, pre-payment, trustee, Union Welfare; Blue-Cross, Blue Shield, group practice or other pre-payment coverage; labor-management plans, or employee benefit organization plans; self-funded ERISA plan, Workers' Compensation Law, Occupational Disease Law or any similar legislation; Medicare; or "No-Fault" auto legislation, where applicable.

**Outpatient** means an Insured receiving care from a Physician, a Hospital or a Free Standing Ambulatory Surgical Facility but who is not undergoing confinement and is not charged room and board.

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

**Physician** means a currently licensed practitioner of the healing arts performing within the scope of a license which is issued under the laws of the state of practice. It does not include the Insured or his/her Immediate Family.

**Reasonable Expense** means the average amount charged by most providers for treatment, service or supplies in the geographic area where the treatment, service or supply is provided. Such services and supplies must be recommended and approved by a Physician.

**Regularly Scheduled Activity** means the following School functions which are organized and scheduled solely by the School on or off School premises:

1. An activity which is under sole direct supervision of qualified School authorities; and
2. School sponsored and supervised travel to and from such an activity.

**Residence** means the home or land on which the Insured's home is located.

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

**School** means the Policyholder named on the face page of this Policy.

**School Property** means the physical location of the covered School or the location of an activity or event approved by the covered School.

**Surgical Expense** means expense incurred for (1) a Surgical Procedure; (2) preoperative Medically Necessary treatment in connection with such procedure; and (3) usual postoperative treatment.

**Surgical Procedure** means (1) a cutting procedure; (2) suturing a wound; (3) treatment of a fracture; (4) reduction of a dislocation; (5) electrocauterization; (6) diagnostic and therapeutic endoscopic procedures; and (7) an operation by means of laser beam.

### **POLICY EFFECTIVE DATE AND POLICY TERMINATION DATE**

The insurance of each School or Insured who enrolls for insurance on or before the Policy Effective Date takes effect on the Policy Effective Date, provided the required premium has been paid. Insurance of any School or Insured enrolling for insurance after the Policy Effective Date takes effect on the date of application and the Company's receipt of the required premium.

The insurance of each School or Insured shall terminate on the earliest of: (1) the end of the period for which premium has been paid unless the renewal premium has been received by the Company or its authorized agent prior to or within 30 days of the next period of coverage; (2) the Policy Termination Date.

### **EXCLUSIONS**

No Benefits are payable for Hospital and Professional Services for the following:

1. Injuries which are not caused by an Accident.
2. Treatment for hernia, regardless of cause, Osgood Schlatter's disease, or osteochondritis.
3. Injury sustained as a result of operating, riding in or upon, or alighting from a two-, three-, or four-wheeled recreational motor vehicle or snowmobile.
4. Aggravation, during a Regularly Scheduled Activity, of an Injury the Insured suffered before participating in that Regularly Scheduled Activity, unless the Company receives a written medical release from the Insured's Physician;
5. Injury sustained as a result of practice or play in interscholastic tackle football and/or sports, unless the premium required under the Football and/or Sports Coverage provision has been paid.
6. Any expense for which benefits are payable under a Catastrophic Accident Insurance Program of the State Interscholastic Activities Association.
7. Treatment performed by a member of the Insured's Immediate Family or by a person retained by the School.
8. Injury caused by war or acts of war; suicide or intentionally self-inflicted Injury, while sane or insane; violating or attempting to violate the law; the taking part in any illegal occupation; fighting or brawling except in self defense; being legally intoxicated or under the influence of alcohol as defined by the laws of the state in which the Injury occurs; or being under the influence of any drugs or narcotic unless administered by or on the advice of a Physician.
9. Medical expenses for which the Insured is entitled to benefits under any (a) Workers' Compensation act; or (b) mandatory no-fault automobile insurance contract; or similar legislation.
10. Expense incurred for treatment of temporomandibular joint dysfunction and associated myofascial pain.
11. Expenses incurred for experimental or investigational treatment or procedures.

### **EXCESS COVERAGE**

The Company will pay Reasonable Expenses that are not recoverable from any Other Plan. The Company will determine the amount of benefits provided by Other Plans without reference to any coordination of benefits, non-duplication of benefits, or similar provisions. The amount from Other Plans includes any amount, to which the

Insured is entitled, whether or not a claim is made for the benefits. This Blanket Student Accident Insurance is secondary to all other policies.

This provision will not apply if the total Reasonable Expenses incurred for Hospital and Professional Services Benefits are less than the amount stated in the Schedule of Benefits under Excess Coverage Applicability.

### **HOSPITAL AND PROFESSIONAL SERVICES BENEFITS**

The Company will pay Reasonable Expenses incurred for a covered Injury. The Injury must be treated within the number of days stated in the Schedule of Benefits. Services must be given: (1) by a Physician; (2) for Medically Necessary treatment; and (3) within the time limit stated in the Schedule of Benefits. Benefits are paid to the maximum stated in the Schedule of Benefits for any one Injury for Reasonable Expenses which are in excess of the Deductible. Benefits under this provision are subject to all other provisions of this Policy, including all Coverage and Limitations stated in the Schedule of Benefits, Maximums and Exclusions.

### **ACCIDENTAL DEATH, DISMEMBERMENT, OR LOSS OF SIGHT BENEFIT**

When a covered Injury results in any of the Losses to the Insured which are stated in the Schedule of Benefits for Accidental Death, Dismemberment, or Loss of Sight, then the Company will pay the benefit stated in the schedule for that Loss. The Loss must be sustained within 365 days after the date of the Accident.

The maximum benefit payable under this provision is stated in the **Schedule of Benefits** under **Maximums and Benefit Period:**

- Life
- Both Hands or Both Feet or Sight of Both Eyes
- Loss of One Hand and One Foot
- Loss of One Hand and Entire Sight of One Eye
- Loss of One Foot and Entire Sight of One Eye
- Loss of One Hand or Foot
- Loss of Sight in One Eye
- Loss of Thumb and Index Finger of the Same Hand

Half of the maximum benefit will be paid for the Loss of one Hand, one Foot or the Sight of one eye.

Loss of Hand or Foot means the complete Severance through or above the wrist or ankle joint. Loss of Sight means the total, permanent Loss of Sight in One Eye. The Loss of Sight must be irrecoverable by natural, surgical or artificial means. Loss of Thumb and Index Finger of the Same Hand means complete Severance through or above the metacarpophalangeal joints of the same hand (the joints between the fingers and the hand)

If the Insured suffers more than one of the above covered losses as a result of the same Accident the total amount the Company will pay is the maximum benefit.

Benefits paid under this provision will be paid in addition to any other benefits provided by this Policy.

Benefits under this provision are subject to all other provisions of this Policy, including all Coverage and Limitations stated in the Schedule of Benefits, Maximums and Exclusions.

### **FIELD TRIP COVERAGE**

This coverage applies to students of the School who are participating in field trips. The field trips must be sponsored and directly supervised by the School. The maximum amount payable per covered Injury is stated on page 4, **Other Coverages, Field Trip Coverage**. Benefits under this provision are subject to all other provisions of this Policy, including all Coverage and Limitations stated in the Schedule of Benefits, Maximums and Exclusions.

There is no additional premium charged for this coverage.

However, coverage for overnight field trips of 7 or more consecutive nights requires the payment of additional premium.

## FOOTBALL AND/OR SPORTS COVERAGE

Each School or Insured who pays the additional premium required for Football and/or Sports Coverage is insured for Accidents occurring while participating in interscholastic football and/or sports practice or competition. Travel is also covered when going directly and uninterrupted to and from the practice and competition. Benefits under this provision are subject to all other provisions of this Policy, including all Coverage and Limitations stated in the Schedule of Benefits, Maximums and Exclusions.

## RELIGIOUS EDUCATION COVERAGE

This coverage applies to students of the School while attending religious education classes on any weekday and on Sunday. It also applies while the student is traveling directly and without interruption to and from his or her Residence or School and the religious education class. It does not apply to any social or sports activities. The maximum amount payable per covered Injury is stated page 4, **Other Coverages, Religious Education Coverage**. Benefits under this provision are subject to all other provisions of this Policy, including all Coverage and Limitations stated in the Schedule of Benefits, Maximums and Exclusions.

There is no additional premium charged for this coverage.

## OPTIONAL SCHOOL-TIME ACCIDENT COVERAGE

Each Insured who pays the additional premium required for this benefit is insured under this provision.

Coverage starts on the date of premium receipt (but not before the start of the School year). The Insured's coverage will end at the close of the regular nine-month school term, except while the Insured is attending academic classroom sessions exclusively sponsored and solely supervised by the School during the summer.

A person insured under this provision is covered as stated on the face page of this Policy. Benefits under this provision are subject to all other provisions of this Policy, including all Coverage and Limitations stated in the Schedule of Benefits, Maximums and Exclusions.

## OPTIONAL 24-HOUR ACCIDENT COVERAGE

Each Insured who pays the additional premium required for this benefit is insured under this provision.

Coverage starts on the date of premium receipt (but not before the start of the School year). It ends when School reopens for the following School year.

A person insured under this provision is covered regardless of whether or not the Injury is sustained as stated on the face page of this Policy. Benefits under this provision are subject to all other provisions of this Policy, including all Coverage and Limitations stated in the Schedule of Benefits, Maximums and Exclusions.

## OPTIONAL FOOTBALL AND/OR SPORTS COVERAGE

Each Insured who pays the additional premium required for Football and/or Sports Coverage is insured for Accidents occurring while participating in football and/or sports practice or competition. Travel is also covered when going directly and uninterrupted to and from the practice and competition. Coverage starts on the date of premium receipt (but not before the start of the School year). The Insured's coverage will end on the last day of practice or competition. Benefits under this provision are subject to all other provisions of this Policy, including all Coverage and Limitations stated in the Schedule of Benefits, Maximums and Exclusions.

## OPTIONAL 24-HOUR DENTAL COVERAGE

Each Insured who pays the additional premium required for this benefit is insured under this provision.

Coverage starts on the date of premium receipt (but not before the start of the School year). It ends when School reopens for the following School year.

This provision covers Accidents occurring anytime and anywhere. The Insured must be treated by a legally qualified dentist who is not a member of the Insured's Immediate Family for Injury to teeth. The Company will then pay the Reasonable Expenses that are Medically Necessary. Coverage is limited to treatment of sound, natural teeth. The maximum benefit payable under this provision is stated on page 4, **Other Benefits, Optional 24-Hour Dental Coverage**.

### Exclusions

No Benefits are payable under this provision for the following:

1. Injuries which are not caused by an Accident.

2. Re-Injury or complications of a condition which existed prior to the Accident.
3. Orthodontics and damage to or loss of dentures or bridges.

These exclusions are in addition to the General Policy Exclusions with respect to this coverage.

Benefits under this provision are subject to all other provisions of this Policy, including all Coverage and Limitations stated in the Schedule of Benefits, Maximums and Exclusions.

## GENERAL PROVISIONS

**Premium Payment:** The initial premium is due on the Policy Effective Date unless the Policyholder and the Company agree to another mode of premium payment. Premiums are paid at the Company's home office or to the Company's authorized agent. If any premium is not paid when due, this Policy will be cancelled as of the premium due date of the unpaid premium, except as provided in any applicable Grace Period section.

**Grace Period:** A grace period of 31 days will be provided for the payment of any premium due after the first. During the grace period, the Policy shall continue in force, unless the Policyholder, has given written notice of discontinuance in advance of the premium due date and in accordance with the terms of this Policy. If the required premium is not paid during the grace period, coverage will terminate on the last day of the grace period. The Policyholder will be liable for the payment of a pro rata premium for the time the Policy was in force during the grace period.

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

**Cancellation:** If the Company decides to cancel this Policy, written notice will be given to the Policyholder at least 60 days before the date this Policy is to be canceled. If the Company cancels, the earned premium will be computed pro rata and the unearned portion promptly returned.

If the Policyholder cancels this Policy, cancellation becomes effective on the later of the date the Company receives the written notice or the date stated on the written notice. Any unearned premium paid by the Policyholder will be returned immediately; or the Policyholder will immediately pay any earned premium that has not been paid. Earned premium will be computed pro rata.

**Policy Administration:** The Policyholder will furnish all information which the Company may reasonably require with regard to any matters pertaining to this Policy. All documents, books and records which may have a bearing on this Policy will be opened for inspection by the Company at all reasonable times while this Policy is in force and until the final determination of all rights and obligations under this Policy.

Clerical error (whether by the Policyholder or by the Company), in keeping any records pertaining to the insurance will not invalidate insurance otherwise validly in force, or continue insurance otherwise validly terminated. Upon discovery of such error or delay, an equitable adjustment of premiums will be made.

If any relevant facts pertaining to any Insured's insurance shall be found to have been misstated, an equitable adjustment of the premiums will be made. If such misstatement affects the existence of the amount of insurance, the facts shall be used in determining whether insurance is in force under the terms of this Policy and in what amount.

In connection with the administration of this Policy, the Policyholder shall act as not to discriminate unfairly between individuals in similar situations at the time of such action.

In connection with the administration of this Policy, The Company shall be entitled to rely upon any action of the Policyholder without being obliged to inquire into the circumstances.

**Entire Contract:** This Policy, and any attached papers make up the entire contract between the Policyholder and the Company. In the absence of fraud, all statements made by the Policyholder or any Insured will be considered representations and not warranties. No written statement made by an Insured will be used in any contest unless a copy of the statement is furnished to the Insured or, in the event of the death or incapacity of the Insured, to their beneficiary or personal representative.

No change in this Policy will be valid until approved by one of the Company's executive officers and endorsed on or attached to this Policy. No agent has authority to change this Policy or to waive any of its provisions. If an enrollment form for an Insured is required, it may also be made a part of this Policy at the Company's option.

## PAYMENT OF BENEFITS

**Time Limit of Certain Defenses:** No misstatements, except fraudulent misstatements made by an Insured in the application, if any, shall be used to void this Policy or to deny a claim for loss incurred with respect to such Insured after the insurance has been in force for three years.

**Statements by Insured:** A copy of the application, if any, of each Insured shall be attached to this Policy when issued. No statement made by an Insured shall void the insurance or reduce benefits unless contained in a written instrument signed by the Insured. All such statements shall be considered representations and not warranties.

**Notice of Claim:** Written notice of claim must be given to the Company within 60 days after the occurrence or commencement of the Insured's covered Loss, or as soon thereafter as reasonably possible. Notice given by or on behalf of the claimant to the Company at 1311 Mamaroneck Avenue, White Plains, NY 10605, or to any authorized agent of the Company, with information sufficient to identify the Insured, is deemed notice to the Company.

**Claim Forms:** The Company will send claim forms to the claimant upon receipt of a written notice of claim. If such forms are not sent within 15 days after the Company received notice of claim, the claimant will be deemed to have met the proof of loss requirements upon submitting, within the time fixed in this Policy for filing proof of loss, written proof covering the occurrence, the character and the extent of the loss for which claim is made. The notice should include the Insured name, the Policyholder's name and the Policy Number.

**Proofs of Loss:** Written proof of loss must be furnished to the Company within 90 days after the date of the covered Loss. If the Loss is one for which the Policy requires continuing eligibility for periodic payments, subsequent written proofs of eligibility must be furnished as such intervals as may reasonably be required. Failure to furnish proof within the time required neither invalidates nor reduces any claim if it was not reasonably possible to furnish proof within such time, provided such proof is furnished as soon as reasonably possible and in no event, except in the absence of legal capacity of the claimant, later than one year from the time proof is otherwise required.

**Time of Payment of Claims:** Benefits payable under the Policy for any Loss, other than Loss for which the Policy provides any periodic payment, will be paid immediately upon receipt of written proof of such Loss. Subject to the Company's receipt of written proof of such Loss, all accrued benefits for Loss for which the Policy provides periodic payment will be paid at the expiration of each month during the continuance of the period for which the Company is liable and any balance remaining unpaid upon termination of liability will be paid immediately upon receipt of such proof.

**Payment of Claims:** All or a portion of any benefits provided by this Policy on account of hospital, nursing, surgical or other medical service may, and unless the Insured requests otherwise in writing not later than the time for filing proof of such Loss, be paid directly to the hospital or person rendering such services. Accidental Death, Dismemberment, Loss of Sight, Speech or Hearing Benefits (if applicable) are paid to the Insured, or if not living, to the beneficiary.

**Physical Examination and Autopsy:** At the Company's expense, the Company may have a claimant examined by a Physician as often as the Company deems necessary while a claim is pending. The Company also has the right to have an autopsy performed unless forbidden by law.

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

**Subrogation:** The Company has the right to recover all payments including future payments, which the Company has made, or will be obligated to pay in the future, to the Insured from anyone liable for the covered Loss. If the Insured recovers from anyone liable for the covered Loss, the Company will be reimbursed first from such recovery to the extent of the Company's payments to the Insured.

**Conformity with State Statutes:** Any provision in this Policy that is in conflict with the requirements of any state or federal law that apply to this Policy are automatically changed to satisfy the minimum requirements of such laws.

**IN WITNESS WHEREOF, GERBER LIFE INSURANCE COMPANY, INC** has caused this Policy to be signed by its President at White Plains, New York.