



QBE INSURANCE CORPORATION

Administrative Office

Wall Street Plaza, 88 Pine Street, 16th Floor
New York, NY 10005

BLANKET ACCIDENT CERTIFICATE OF INSURANCE

POLICYHOLDER: Grand Island Central School District
GROUP POLICY NUMBER: AHH008301

QBE Insurance Corporation certifies that We have issued the Blanket Accident Insurance Policy to the Policyholder, to insure Eligible Persons described in the Policy and this Certificate.

This Certificate describes the benefits and provisions of the Policy and is in effect for you when you meet the conditions of eligibility described in this Certificate and the Policy under which it is issued.

This Certificate takes the place of any other Certificate previously issued to you under the Policy. It contains all of the terms and conditions applicable to this insurance. Please read it carefully and keep it in a safe place.

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

IN WITNESS WHEREOF QBE Insurance Corporation has caused this Certificate to be executed on the Date of Issue to take effect on the Effective Date.

Handwritten signature of David B. Duclos in black ink.

David B. Duclos, President

Handwritten signature of Jose Ramon Gonzalez in black ink.

Jose Ramon Gonzalez, Secretary

**THIS CERTIFICATE PROVIDES LIMITED COVERAGE FOR ACCIDENT ONLY.
PLEASE READ YOUR CERTIFICATE CAREFULLY.**

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SCHEDULE OF BENEFITS

This Policy is intended to be read in its entirety. In order to understand all the conditions, exclusions and limitations applicable to its benefits, please read all the policy provisions carefully.

Eligible Persons: All enrolled students, grades Pre-Kindergarten through Twelve.

CONDITIONS OF COVERAGE

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

| | |
|--|---------------|
| School Coverage | |
| Personal Deviations covered | No |
| Covered School Travel Limits | |
| Travel arranged or provided by the Policyholder | No time limit |
| Any other covered travel immediately before or after a School Supervised or Sponsored Activity | No time limit |

Covered Activities **School Coverage:** School time and Sports Coverage including Interscholastic Football and any School Supervised and Sponsored Activity, including practice games and travel to and from Sponsored activities. Foreign and Domestic travel with duration under 7 days.

INDEMNITY BENEFITS

ACCIDENTAL DEATH AND DISMEMBERMENT BENEFITS

Loss must occur within

365 days of the Covered Accident

| Covered Loss | Schedule of Covered Losses Benefit |
|--|---|
| Loss of Life | \$15,000 |
| Loss of Two or More Hands or Feet | \$50,000 |
| Loss of Sight of Both Eyes | \$50,000 |
| Loss of One Hand or Foot and Sight in One Eye | \$50,000 |
| Loss of Speech and Hearing | \$50,000 |
| | |
| Quadriplegia | \$25,000 |
| Paraplegia | \$25,000 |
| Hemiplegia | \$25,000 |
| | |
| Loss of One Hand or Foot | \$25,000 |
| Loss of Sight in One Eye | \$25,000 |
| | |
| Loss of Speech | \$25,000 |
| Loss of Hearing in Both Ears | \$25,000 |
| Loss of Thumb and Index Finger of the Same Hand | \$12,500 |
| | |
| Aggregate Limit of Indemnity | \$500,000 |
| Applies to: | All Conditions of Coverage |

Not more than the Aggregate Limit of Indemnity specified above will be paid for all Covered Losses suffered by all Covered Persons insured under this Accidental Death and Dismemberment Benefit as the result of any one Covered Accident that occurs under one of the Conditions of Coverage, as specified above. If this amount does not allow all Covered Persons to be paid the amounts the Policy otherwise provides, the amount paid will be the proportion of the Covered Person's loss to the total of all losses, multiplied by the Aggregate Limit of Indemnity.

ACCIDENT MEDICAL EXPENSE BENEFITS

Any benefit limits and Benefit Percentages for Accident Medical Expense Benefits apply, unless otherwise specified, on a per-Covered Person – per Covered Accident basis. Any applicable Deductibles must be satisfied within the time periods specified before benefits are payable.

Scope of Coverage Applicable to Accident Medical Benefits

| | |
|-----------------------------|-----|
| Full Excess Medical Expense | |
| Other Health Plan Reduction | 20% |

Medical Expense Benefits

| | |
|---|--|
| Total Maximum for all Accident Medical Expense Benefits | \$25,000 |
| First Covered Expenses must be Incurred within | 90 days after a Covered Accident |
| Benefit Period | 3 years from the date of the Covered Accident |
| Deductible | \$0 |
| applies to | each Covered Accident |
| does not | include Covered Expenses paid under another Health Care Plan |

Covered Expense

Benefit Amount, Percentage, Other Limits

In-Patient Hospital Services

| | |
|---------------------------|--|
| Daily ICU or CCU Benefit | 100%, up to two times the average semi-private room rate |
| Daily In-Hospital Benefit | 100% of the average semi-private room rate |
| Miscellaneous Services | 100% |

Ambulatory Medical Center

100%

Emergency Room Treatment

100%

Physician Services

| | |
|---------------------------------|------|
| Surgery Benefit | 100% |
| Assistant Surgeon | 100% |
| Physician's Surgical Facilities | 100% |
| Second Opinion or Consultation | 100% |
| Physician's Assistant | 100% |
| Anesthesia Benefit | 100% |
| Inpatient Visits | 100% |
| Office Visits | 100% |

| | |
|--|------|
| Outpatient X-Ray, CT Scan, MRI and Laboratory Tests | 100% |
| Outpatient Physiotherapy | 100% |
| Outpatient Nursing Services | 100% |
| Ambulance Services | 100% |
| Medical Equipment Rental | 100% |
| Medical Services and Supplies | 100% |

Covered Services include:

- (a) initial artificial limbs, eyes and larynx, including fitting; and
- (b) replacement or repair of damaged eyeglasses, contact lenses or hearing aids.

| | |
|------------------------|------|
| Dental Services | 100% |
|------------------------|------|

| | |
|----------------|---|
| Benefit Period | Policy benefit period plus any additional period which, together with an estimate of costs, a Physician states is required to complete treatment begun during the Benefit Period. |
|----------------|---|

| | |
|----------------------------------|------|
| Prescription Drug Benefit | 100% |
|----------------------------------|------|

| | |
|---------------------------------|--|
| Home Health Care Benefit | 100% up to \$30,000 commencing from the date of the Covered Accident, not to exceed the Total Lifetime Maximum for all Accident Medical Expense Benefits |
|---------------------------------|--|

| | |
|---|----|
| Minimum Number of Home Health Care Visits per calendar year or continuous 12-month period | 40 |
|---|----|

GENERAL DEFINITIONS

Please note that certain words used in the Policy have specific meanings. The words defined below and capitalized within the text of the Policy have the meanings set forth below.

Aircraft means a vehicle which has a valid certificate of airworthiness and is being flown by a pilot with a valid license to operate the Aircraft.

Appropriate Treatment means care, services or supplies, provided by or at the direction of a Physician that are appropriate, according to accepted standards of medical practice, for the Covered Person's injury and are provided during the course of treatment of an injury sustained in a Covered Accident. Appropriate Treatment must be provided no less frequently than monthly, unless the Covered Person's Physician specifies in writing to Us that such treatment of injuries sustained in a Covered Accident can be provided at less frequent intervals.

Benefit Percentage means the percentage of Covered Expenses We pay that are Incurred by the Covered Person after he satisfies any applicable Deductible. Benefit Percentages are shown in the *Schedule of Benefits*.

Covered Activity means any recurring activity that is shown in the *Schedule of Benefits* and:

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

Company or We, Us, Our, means QBE Insurance Corporation (QBEIC), domiciled in Pennsylvania.

Covered Accident means a sudden, unforeseeable event that results, directly and independently of all other causes, in an injury or loss and meets all of the following conditions:

1. occurs while the Covered Person is insured under the Policy;
2. is not contributed to by disease, sickness, or mental or bodily infirmity; and
3. is not otherwise excluded under the terms of the Policy.

Covered Expenses means the lesser of the Usual and Customary Charge and the maximum benefit shown, for services or supplies listed, in the *Schedule of Benefits* and described in the *Accident Medical Expense Benefits* section of the Policy. Covered Expenses must be Incurred by a Covered Person for Appropriate Treatment for injuries sustained in a Covered Accident.

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

Deductible means the amount of Covered Expenses that each Covered Person must Incur before benefits are paid under the Policy. The Covered Person may use Covered Expenses paid under another Health Care Plan to satisfy the Deductible under the Policy only if so indicated in the *Schedule of Benefits*.

He, Him or His means an individual, male or female.

Health Care Plan means any arrangement, whether individually purchased or incident to employment or membership in an association or other group, which provides benefits or services for health care, dental care, disability benefits or repatriation of remains. A Health Care Plan includes group, blanket, franchise, family or individual:

1. insurance policies;
2. subscriber contracts;
3. uninsured agreements or arrangements;
4. coverage provided through Health Maintenance Organizations, Preferred Provider Organizations and other prepayment, group practice and individual practice plans;
5. medical benefits provided under automobile "fault" and no-fault" – type contracts;
6. medical benefits provided by any governmental plan or coverage or other benefit law, except:
 - a. a state-sponsored Medicaid plan; or
 - b. a plan or law providing benefits only in excess of any private or non-governmental plan;
7. other valid and collectible medical or health care benefits or services.

Home Health Care means the care and treatment of a Covered Person who is under the care of a Physician but only if hospitalization or confinement in a nursing facility as defined in subchapter XVIII of the Federal Social Security Act, 42 U.S.C. §§ 1395 et seq., would have otherwise been required if home health care was not provided, and the plan covering the home health service is established and approved in writing by such Physician.

Hospital means an institution that meets all of the following:

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

The term Hospital does not include a clinic, facility, or unit of a Hospital for:

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

Hospital Stay means a confinement in a Hospital, ordered by a Physician, over one or more nights when room and board and general nursing care are provided at a per diem charge made by the Hospital. The Hospital Stay must result directly and independently of all other causes from a Covered Accident.

Incurred or Incurs means an obligation to pay for a Covered Expense for treatment, service or purchase of supplies, deemed to be the date it is provided to the Covered Person.

In-Patient means a Covered Person who is confined for at least one full day's Hospital room and board. The requirement that a person be charged for room and board does not apply to confinement in a Veteran's Administration Hospital or Federal Government Hospital and in such case, the term "Inpatient" shall mean a Covered Person who is required to be confined for a period of at least a full day as determined by the Hospital.

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

1. the Covered Person;
2. a parent, sibling, spouse or child of the Covered Person or the Covered Person's spouse;
or
3. a person employed or retained by the Policyholder.

Out-Patient means a Covered Person who receives treatment, services and supplies while not an Inpatient in a Hospital.

Personal Deviation means any activity which:

1. is neither reasonably related to or incidental to the purpose of travel for which coverage is provided by the Policy; and
2. the Covered Person performs before, during or after covered travel.

When coverage is provided during a Personal Deviation, the time period covered is shown in the *Conditions of Coverage* section of the *Schedule of Benefits*.

Physician means a licensed health care provider practicing within the scope of his license and rendering care and treatment to a Covered Person that is appropriate for the condition and locality and who is not:

1. employed or retained by the Policyholder; or
2. a parent, sibling, spouse or child of the Covered Person.

Usual and Customary Charge means the normal charge, in the absence of insurance, made by the provider of any Appropriate Treatment, but not more than the prevailing charge in the area:

1. for a like service by a provider with similar training or experience; or
2. for a supply that is identical or substantially equivalent.

ELIGIBILITY, EFFECTIVE DATE AND TERMINATION PROVISIONS

Policy Effective Date

We agree to provide Blanket Accident Insurance Benefits described in the Policy in consideration of the Policyholder's application and payment of the initial premium when due. Insurance coverage begins on the Policy Effective Date shown on the Policy's first page.

Eligibility

An individual becomes eligible for insurance under the Policy on the date he meets all of the requirements of one of the Covered Classes and completes any Eligibility Waiting Period, as shown in the *Schedule of Benefits*. An Eligible Person may be insured under only one Covered Class, even though he may be eligible under more than one Covered Class.

Effective Date for Individuals

Insurance becomes effective for an Eligible Person on the latest of the following dates:

1. the effective date of the Policy; and
2. the date the individual becomes eligible.

Effective Date of Changes

Any increase or decrease in the amount of insurance for a Covered Person resulting from a change in benefits provided by the Policy will take effect on the date of such change.

Termination of Insurance

The insurance on a Covered Person will end on the earliest date below:

1. the date the person is no longer in an Eligible Class;
2. the end of the last period for which premium is paid; or
3. the date the Policy terminates.

Termination will not affect a claim for a Covered Loss resulting from a Covered Accident that occurs before the termination date. However, in no instance will benefits extend beyond the earlier of:

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

COMMON EXCLUSIONS

In addition to any benefit-specific exclusions, benefits will not be paid for any Covered Injury or Covered Loss which, directly or indirectly, in whole or in part, is caused by or results from any of the following unless coverage is specifically provided for by name in the *Description of Benefits* Section:

1. suicide, attempted suicide or intentionally self-inflicted Injury;
2. participation in a felony;
3. participation in a riot or insurrection;
4. war or act of war, whether declared or undeclared;
5. air travel, except
 - a. as a fare-paying passenger on a commercial airline on a regularly scheduled route;
 - b. as a fare-paying passenger on a charter flight operated by a scheduled airline; or
 - c. as a passenger for transportation only and not as a pilot or crew member;
6. treatment of a Covered Accident first manifesting itself while the Covered Person is outside the United States, its possessions or the countries of Canada and Mexico;
7. services or treatment rendered by a Physician, Nurse or any other person who is:
 - a. employed or retained by the Policyholder; or
 - b. a parent, sibling, spouse or child of the Covered Person.

CLAIM PROVISIONS

Notice of Claim

Written or authorized electronic/telephonic notice of claim must be given to Us within 31 days after a covered loss occurs or begins or as soon as reasonably possible. If written or authorized electronic/telephonic notice is not given in that time, the claim will not be invalidated or reduced if it is shown that such notice was given as soon as was reasonably possible. Notice can be given to Us at Our Administrative Office in New York, New York, to such other place as We may designate for the purpose, or to Our authorized agent. Notice should include the Policyholder's name and policy number and the Covered Person's name and address.

Claim Forms

We will send claim forms for filing proof of loss when We receive notice of a claim. If such forms are not sent within 15 days after We receive notice, the proof requirements will be met by submitting, within the time fixed in the Policy for filing proof of loss, written or authorized electronic proof of the nature and extent of the loss for which the claim is made.

Claimant Cooperation Provision

Failure of a claimant to cooperate with Us in the administration of the claim may result in termination of the claim. Such cooperation includes, but is not limited to, providing any information or documents needed to determine whether benefits are payable or the actual benefit amount due.

Proof of Loss

Written or authorized electronic proof of loss satisfactory to Us must be given to Us at Our office, within 90 days of the loss for which claim is made. If written or authorized electronic notice is not given within that time, no claim will be invalidated or reduced if it is shown that such notice was given as soon as reasonably possible.

Time of Payment of Claims

We will pay benefits due under the Policy immediately upon receipt of due written or authorized electronic proof of such loss.

Payment of Claims

All benefits will be paid in United States currency. Benefits for loss of life will be payable in accordance with the Beneficiary provision and these Claim Provisions. We may pay benefits for Expenses Incurred on account of hospitalization or medical or surgical aid to the Hospital or other person or persons furnishing such aid. We may also pay benefits for Expenses Incurred on account of hospitalization or medical or surgical aid after the death of the Covered Person to the surviving spouse or otherwise as the Policy may provide. All other proceeds payable under the Policy, unless otherwise stated, will be payable to the Covered Person or to his estate.

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. Any payment made by Us in good faith pursuant to this provision will fully discharge Us to the extent of such payment and release Us from all liability.

Beneficiary

The beneficiary is the person or persons the Covered Person names or changes on a form executed by him and satisfactory to Us. This form may be in writing or by any electronic means agreed upon between Us and the Policyholder. Consent of the beneficiary is not required to affect any changes or to make any assignment of rights or benefits permitted by the Policy, unless the beneficiary has been designated as an irrevocable beneficiary.

A beneficiary designation or change will become effective on the date the Covered Person executes it. However, We will not be liable for any action taken or payment made before We record notice of the change at our Home Office.

If more than one person is named as beneficiary, the interests of each will be equal unless the Covered Person has specified otherwise. The share of any beneficiary who does not survive the Covered Person will pass equally to any surviving beneficiaries unless otherwise specified.

If there is no named beneficiary or surviving beneficiary, or if the Covered Person dies while benefits are payable to him, We may make direct payment to the first surviving class of the following classes of persons:

1. Spouse;
2. Child or Children;
3. mother or father;
4. sisters or brothers;
5. estate of the Covered Person.

Physical Examination and Autopsy

We, at Our own expense, have the right and opportunity to examine the Covered Person when and as often as We may reasonably require while a claim is pending and to make an autopsy in case of death where it is not forbidden by law.

Legal Actions

No action at law or in equity may be brought to recover under the Policy less than 60 days after written or authorized electronic proof of loss has been furnished as required by the Policy. No such action will be brought more than three years after the time such written proof of loss must be furnished.

Recovery of Overpayment

If benefits are overpaid, We have the right to recover the amount overpaid by either of the following methods.

1. A request for lump sum payment of the overpaid amount.
2. A reduction of any amounts payable under the Policy.

If there is an overpayment due when the Covered Person dies, We may recover the overpayment from the Covered Person's estate.

ADMINISTRATIVE PROVISIONS

Premiums

All premium rates are expressed in, and all premiums are payable in, United States currency. The premiums for this Certificate will be based on the rates, as set forth in the *Schedule of Benefits* or subsequently changed, the plan and amounts of insurance in effect and the premium mode applicable to the Policy, as shown in the *Schedule of Benefits*. We will provide notifications of premiums due or premium changes, by mail to the most current address in our files, to the Policyholder, or to you if your coverage is being continued under a *Continuation Provision*.

Premium Payment

Premiums are paid by the Policyholder, from its funds or from funds it has collected from You, or from a combination of its and Your contributions, unless insurance under this Certificate is provided under a *Continuation Provision*. If any premium is not paid when due, the Policy will be cancelled as of the Premium Due Date of the unpaid premiums, except as provided in the Grace Period provision.

Changes in Premium Rates

We may change the premium rates from time to time with at least 31 days advance written notice to the Policyholder. No change in rates will be made until 12 months after the Policy Effective Date. An increase in rates will not be made more often than once in a 12-month period. However, We reserve the right to change rates at any time if any of the following events take place:

1. the terms of the Policy change;
2. a change in any federal or state law or regulation is enacted, adopted or amended to the extent that it affects Our benefit obligations under the Policy; or
3. the Policyholder fails to provide sufficient information, as required by Us, to confirm adequacy of premiums and rates currently being paid.

Any increase or decrease in rate will take effect on the date of the applicable change specified above. A pro-rata adjustment will apply from the date of the change to the end of any period for which premium has been paid.

Reinstatement

This Certificate may be reinstated if it lapsed for nonpayment of premium. Requirements for reinstatement are Your written application satisfactory to Us and payment of all overdue premiums. Any premium accepted in connection with a reinstatement will be applied to the earliest period for which premium was not previously paid.

GENERAL PROVISIONS

Entire Contract; Changes

This Certificate, including the endorsements, amendments and any attached papers constitutes the entire contract of insurance. No change in this Certificate will be valid until approved by one of Our executive officers and evidenced by endorsement on the Policy, or by amendment to the Policy signed by the Policyholder and by Us. No agent has authority to change the Policy or any Certificate, or to waive any of its provisions.

Misstatement of Fact

If You have misstated any fact, all amounts payable under the Policy will be such as the premium paid would have purchased had such fact been correctly stated.

Assignment

The rights and benefits under the Policy may not be assigned and any attempt to assign will be void.

Incontestability

All statements You have made are considered representations and not warranties. No statement will be used to deny or reduce benefits or be used as a defense to a claim, unless a copy of the signed written instrument containing the statement is, or has been, furnished to the claimant. In the event of death or incapacity, the applicable representative shall be given a copy.

After two years from Your effective date of insurance, or from the effective date of increased benefits, no such statement will cause insurance or the increased benefits to be contested except for fraud or lack of eligibility for insurance.

Clerical Error

Your insurance will not be affected by error or delay in keeping records of insurance under the Policy or your Certificate. If such error or delay is found, We will adjust the premium fairly.

Compensation Insurance

The Policy is not in place of and does not affect any requirements for coverage under any Workers' Compensation law.

CONDITIONS OF COVERAGE

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

SCHOOL COVERAGE

Provisions, exclusions and other conditions concerning travel apply only if indicated on the Schedule of Benefits.

We will pay benefits provided by this Policy, subject to all applicable conditions and exclusions, when a Covered Person suffers a Covered Loss or Incurs Covered Expenses resulting directly and independently of all other causes from a Covered Accident that occurs while he is participating in or attending one of the following School Covered Activities:

1. regularly-scheduled classroom instruction;
2. regularly-scheduled and supervised recess or lunch period;
3. a study period or special instruction period supervised by a member of the school's faculty;
4. a Supervised and Sponsored School Activity; or
5. Covered School Travel.

Covered School Travel includes travel, only within the United States, its possessions or the countries of Canada or Mexico and only directly and without interruption:

1. between home and school;
2. between home and another meeting place designated by the school;
3. between home and another school or site designated by the School, where a Supervised and Sponsored School Activity is scheduled;
4. between the school or other meeting place designated by the school, and another school or site designated by the school, where a Supervised and Sponsored School Activity is scheduled.

School Travel Coverage for Overnight Supervised and Sponsored School Activities

Covered School Travel also includes travel by any common carrier providing transportation to a Supervised and Sponsored School Activity, within or outside the United States, its possessions or the countries of Canada or Mexico when a Covered Person's participation in or attendance at it requires him to be away from his normal residence for a stay of one or more nights. Coverage for travel to any Covered Activity that takes place outside the United States, its possessions or the countries of Canada or Mexico will be covered only if We have agreed to it in writing.

Definitions

For purposes of this coverage:

Supervised and Sponsored School Activity means a Covered Activity that:

1. takes place:
 - a. on school premises during, before or after normal school hours; or
 - b. at another school or site at which the Covered Activity is scheduled;
2. is sponsored, organized or otherwise provided, or at which student attendance is required, by the school; and
3. is supervised by a member of the faculty or staff of the school, or by another adult specifically assigned supervisory duties and authority for that Covered Activity by the school, or
4. is a regularly-scheduled sports tryout, practice, workout or training session, team meeting, game, exhibition play or competition of those sports shown on the *Schedule of Benefits* in which a Covered Person is participating.

Covered School Travel means transportation for a Covered Person on a common carrier, school bus or private passenger automobile driven by a member of the faculty or staff of the school, a parent of the Covered Person or an adult with a valid driver's license. It will also include travel by foot or non-motorized bicycle between the Covered Person's home and School or a Supervised and Sponsored Activity.

- Exclusions**
1. This coverage will not be in effect during a Covered Person's Personal Deviation.
 2. This coverage will not be in effect during travel to any Covered Activity that takes place outside the United States, its possessions or the countries of Canada or Mexico unless We have agreed in advance to provide it.

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

WITH SPORTS

ACCIDENT INDEMNITY BENEFITS

This Section describes the Accident Indemnity Benefits provided by the Policy. Benefit amounts and any applicable time requirements and limitations are shown in the *Schedule of Benefits*. Please read this and the *Common Exclusions* section in order to understand all of the terms, conditions and limitations applicable to these benefits.

ACCIDENTAL DEATH AND DISMEMBERMENT BENEFITS

Covered Loss

We will pay the benefit for any one of the Covered Losses listed in the *Schedule of Benefits*, if the Covered Person suffers a Covered Loss resulting directly and independently of all other causes from a Covered Accident within the applicable time period specified in the *Schedule of Benefits*.

If the Covered Person sustains more than one Covered Loss as a result of the same Covered Accident, benefits will be paid for the Covered Loss for which the largest available benefit is payable.

If a Covered Accident causes the Covered Person's death, the total of all Benefits We will pay for Accidental Death and any other Covered Losses will not exceed the largest Benefit payable for a Covered Loss.

Definitions *Each definition described below will apply to the Policy only if a corresponding Covered Loss is listed for it in the Schedule of Benefits.*

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 all vision in one eye which is irrecoverable by natural, surgical or artificial means.

Loss of Speech means total and permanent loss of audible communication which is irrecoverable by natural, surgical or artificial means.

Loss of Hearing means total and permanent loss of ability to hear any sound in both ears which is irrecoverable by natural, surgical or artificial means.

Loss of a Thumb and Index Finger of the Same Hand or Four Fingers of the Same Hand means complete Severance through or above the metacarpophalangeal joints of the same hand (the joints between the fingers and the hand).

Paralysis or Paralyzed means total loss of use of a limb. A Physician must determine the loss of use to be complete and irreversible.

Quadriplegia means total Paralysis of both upper and both lower limbs.

Paraplegia means total Paralysis of both lower limbs or both upper limbs.

Hemiplegia means total Paralysis of the upper and lower limbs on one side of the body.

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

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

SCOPE OF COVERAGE APPLICABLE TO MEDICAL EXPENSE BENEFITS

Only the Scope of Coverage listed on the Schedule of Benefits will apply.

Covered Expenses and any applicable Deductibles are shown in the *Schedule of Benefits*.

Other Health Care Plan Benefits

When another Health Care Plan provides benefits in the form of services rather than cash payments, We will consider the reasonable cash value of such service in determining whether any Deductible has been satisfied, or any amount by which any benefit provided by the Policy will be reduced.

Primary Medical Expense

We will pay Covered Expenses without regard to any Health Care Plan the Covered Person may have, after any applicable Deductible has been satisfied.

Primary Excess Medical Expense

We will pay Covered Expenses, up to the Primary Excess Benefit shown in the *Schedule of Benefits* after the Covered Person satisfies any applicable Deductible, without regard to any other Health Care Plan he may have. We then pay Covered Expenses only when they are in excess of amounts payable by any other Health Care Plan, whether or not claim has been made for benefits it provides.

We will pay benefits without regard to any Coordination of Benefits provision in such Health Care Plan.

Any Covered Expenses payable under this provision will be reduced by the Other Health Care Plan Reduction Percentage shown in the *Schedule of Benefits* if:

1. the Covered Person has coverage under another Health Care Plan;
2. the Other Health Care Plan is an HMO, PPO or similar arrangement; and
3. the Covered Person does not use the facilities or services of the HMO, PPO or similar arrangement.

Covered Expenses will not be reduced for:

- (a) emergency treatment within 24 hours after a Covered Accident which occurred outside the geographic service area of the HMO, PPO or similar arrangement; and
- (b) services rendered in a non-network facility or by a non-network provider, when such services are required for emergency treatment within 24 hours of a Covered Accident.

Full Excess Medical Expense

We will pay Covered Expenses:

1. after the Covered Person has satisfied any applicable Deductible; and
2. only when they are in excess of amounts payable by any Other Health Care Plan whether or not claim has been made for benefits it provides.

We will pay benefits without regard to any Coordination of Benefits provision in such Health Care Plan.

Any Covered Expenses payable under this provision will be reduced by the Other Health Care Plan Reduction Percentage shown in the *Schedule of Benefits* if:

1. the Covered Person has coverage under another Health Care Plan;
2. the Other Health Care Plan is an HMO, PPO or similar arrangement; and
3. the Covered Person does not use the facilities or services of the HMO, PPO or similar arrangement.

Covered Expenses will not be reduced for:

- (a) emergency treatment within 24 hours after a Covered Accident which occurred outside the geographic service area of the HMO, PPO or similar arrangement; and
- (b) services rendered in a non-network facility or by a non-network provider, when such services are required for emergency treatment within 24 hours of a Covered Accident.

Definitions For purposes of the Accident Medical Benefits provided by the Policy:

HMO or Health Maintenance Organization means any person, natural or corporate, or any groups of such persons who enter into an arrangement, agreement or plan or any combination of arrangements or plans which propose to provide or offer, or which do provide or offer, a comprehensive health services plan.

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

ACCIDENT MEDICAL EXPENSE BENEFITS

We will pay benefits shown in the *Schedule of Benefits* for Covered Expenses Incurred by a Covered Person, subject to all applicable conditions and exclusions, for treatment of an injury that resulted directly and independently of all other causes from a Covered Accident. Appropriate Treatment of injuries sustained in a Covered Accident will include all medically necessary benefits mandated by New York Insurance Law.

Benefits will be paid:

1. when Covered Expenses Incurred exceed any applicable Deductible within the number of days from the date of the Covered Accident specified in the *Schedule of Benefits*; and
2. as long as the first expense has been Incurred within the number of days specified in the *Schedule of Benefits*; and
3. until any applicable Benefit Period shown in the *Schedule of Benefits* has expired; and
4. until the total of Covered Expenses paid equals any applicable Benefit Limit or maximum benefit shown in the *Schedule of Benefits*; and
5. until benefits paid equal the Maximum for Accident Medical Expense Benefits shown in the *Schedule of Benefits*.

A Covered Person has the right to appeal an adverse determination rendered by a utilization review agent pursuant to New York Insurance Law, Article 49.

Covered Expenses

Inpatient Hospital Services

Room and Board Expenses – We will pay for

1. confinement in an intensive or coronary care unit, up to the maximum daily benefit shown in the *Schedule of Benefits* for each day of such confinement; and
2. any other confinement, up to the maximum daily benefit shown in the *Schedule of Benefits* for each day of the Hospital Stay.

Miscellaneous Expenses – We will pay the Miscellaneous Expenses charged by a Hospital or ambulatory surgical center for outpatient surgery. Miscellaneous Expenses include, but are not limited to, X-ray, laboratory, in-Hospital physiotherapy, nurse services, orthopedic appliances, pre-admission tests and all necessary charges other than room and board, for services received during a Hospital Stay.

Ambulatory Medical Center

We will pay Covered Expenses Incurred for medical or surgical treatment provided in a licensed facility that provides ambulatory surgical or medical treatment and is not a Hospital or Physician's office.

Emergency Room Treatment

We will pay Covered Expenses Incurred for outpatient emergency room treatment performed in a Hospital, up to the Maximum Benefit shown in the *Schedule of Benefits*. When emergency room treatment is immediately followed by admission to a Hospital, such treatment will be a Hospital Covered Expense.

Physician Services – We will pay Covered Expenses for Covered Expenses listed below.

Surgery

1. Covered Expenses charged for performing a surgical procedure through one incision. For the second procedure through the same incision, during the same surgical session, we will pay up to an additional 50% of the benefit payable for the primary surgical procedure. For the third procedure and each procedure thereafter through the same incision, during the same surgical session, we will pay up to an additional 25% of the benefit payable for the primary surgical procedure; and

2. Covered Expenses charged by an assistant surgeon assisting a Physician performing a surgical procedure;
3. Covered Expenses charged for treatment of fractured and dislocated bones, operations that involve cutting or incision and/or suturing of wounds or any other surgical procedure, including aftercare, which is given in the outpatient department of a Hospital or an ambulatory surgical center;
4. Any braces, splints or other devices required after surgery to ensure proper healing.

Use of Physician's Surgical Facilities – Covered Expenses charged for the use of a Physician's surgical facilities.

Second Opinion or Consultation – Covered Expenses charged by a qualified Physician for a second surgical opinion or consultation on the need for surgery

Physician's Assistant – Covered Expenses charged by a Physician's Assistant for other than pre-or post-operative care, second opinion or consultation:

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

Anesthesia and its administration – Covered Expenses charged by a Physician for anesthesia and its administration.

In-Hospital or Office Visits – Covered Expenses charged by a Physician for other than pre-or post-operative care, second opinion or consultation;

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

Outpatient X-Ray, CT Scan, MRI and Laboratory Tests

We will pay Covered Expenses Incurred for X-rays except dental X-rays, CT Scans, MRI's and laboratory tests.

Outpatient Physiotherapy

We will pay Covered Expenses Incurred for outpatient physiotherapy, which includes (a) acupuncture, (b) microthermy, (c) chiropractic adjustment, (d) manipulation, (e) diathermy, (f) massage therapy, (g) heat treatment, and (h) ultrasound treatment.

Outpatient Nursing Services

We will pay Covered Expenses Incurred for services other than routine Hospital care, rendered by a Nurse.

Ambulance Services

We will pay Covered Expenses Incurred for ground or air ambulance service to transport a Covered Person from the place where a Covered Accident occurred to the nearest medically appropriate facility. We will pay Covered Expenses Incurred for ground ambulance transportation from the nearest medical facility to another appropriate medical facility if a Physician specifies in writing that specialized care not available in the first facility to which the Covered Person was transported is necessary to treat his injury.

Covered Expenses will also include prehospital emergency medical services for the treatment of an emergency condition when such services are provided by an ambulance service issued a certificate to operate pursuant to Section 3005 of the Public Health Law.

With respect to the payment of benefits for such services:

"Prehospital emergency medical services" means the prompt evaluation and treatment of an emergency medical condition, and/or non-air-borne transportation of the patient to a hospital, provided however, where the patient utilizes non-air-borne emergency transportation pursuant to this paragraph, reimbursement will be based on whether a prudent layperson, possessing an average knowledge of medicine and health, could reasonably expect the absence of such transportation to result in:

1. placing the health of the person affected with such condition in serious jeopardy;
2. serious impairment to such person's bodily functions;
3. serious dysfunction of any bodily organ or part of such person; or
4. serious disfigurement of such person.

"Emergency condition" means a medical condition, the onset of which is sudden, that manifests itself by symptoms of sufficient severity, including severe pain, that a prudent layperson, possessing an average knowledge of medicine and health, could reasonably expect the absence of immediate medical attention to result in:

1. placing the health of the person afflicted with such condition in serious jeopardy;
2. serious impairment to such person's bodily functions;
3. serious dysfunction of any bodily organ or part of such person; or
4. serious disfigurement of such person.

Medical Equipment Rental

We will pay Covered Expenses Incurred for rental or, if less, for purchase of:

1. a wheelchair or hospital bed; or
2. other medical equipment that has permanent or temporary therapeutic value for the Covered Person and that can only be used by him. Examples of items that are not covered include but are not limited to computers, motor vehicles and modifications thereof, and ramps and installation costs.

Medical Services and Supplies

We will pay Covered Expenses Incurred for:

1. blood and blood transfusions, including processing and administration; and
2. cost and administration of oxygen and other gasses.

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

Dental Services

We will pay Covered Expense Incurred for dental treatment, including X-rays, for injury to a tooth:

1. with no fillings or cavities or only fillings or cavities that do not undermine the tooth cusps; and
2. for which pulpal tissues are healthy and intact; and
3. for which periodontal tissue shows little or no signs of active or chronic inflammation. For insurance review purposes, each tooth unit is evaluated under these criteria rather than a blanket rating of the whole mouth.

Covered Expenses include examinations, X-rays, restorative treatment, endodontics, oral surgery, initial braces required for treatment of an injury and treatment of gingivitis resulting from trauma.

Covered Expenses must be Incurred within the Benefit Period shown in the *Schedule of Benefits*. If there is more than one way to treat a dental problem, We will pay based on the least expensive procedure if that procedure meets commonly accepted standards of the American Dental Association.

Prescription Drugs

We will pay Covered Expenses Incurred for drugs that

1. can only be obtained through a Physician's written prescription; and
2. are approved for such prescription use by the Federal Drug Administration (FDA).

We will also pay Covered Expenses Incurred for drugs that meet (a) above and are prescribed by a Physician for therapeutic use not specifically approved by the FDA.

The Covered Expense for a prescription drug is limited to the cost of a generic drug unless substitution of a generic drug is prohibited by law, no generic drug is available, or the Covered Person's Physician specifically request that a non-generic drug be dispensed.

Home Health Care

We will pay Covered Expenses Incurred for care and treatment rendered to a Covered Person by an agency possessing a valid certificate of approval or license issued pursuant to article thirty-six of the public health law, for the maximum number of visits shown in the *Schedule of Benefits*, for:

1. part-time nursing or intermittent home nursing care by or under the supervision of a registered graduate nurse (R.N.);
2. part-time or intermittent home health aide services which consist primarily of caring for the patient;
3. physical, speech and occupational therapy if provided by the home health service or agency;
4. medical supplies, drugs and medications prescribed by a Physician, and laboratory services by or on behalf of a certified home health agency or licensed home health care services agency to the extent such items would have been covered if the Covered Person had been hospitalized or confined in a nursing facility as defined under subchapter XVIII of the Federal Social Security Act, 42 U.S.C. §§ 1395, et seq.

For the purpose of determining the number of Home Health Care visits payable, each visit by a member of a home health care team shall be considered as one Home Health Care Visit. Four hours of home health aide service shall also be considered as one Home Health Care visit.

Excluded Expenses

None of the following will be considered Covered Expenses unless coverage is specifically provided.

1. Rest care or rehabilitative care and treatment, custodial care and transportation.
2. Cosmetic surgery or care, or treatment solely for cosmetic purposes, or complications therefrom. This exclusion does not apply to:
 - a cosmetic surgery resulting from an accident, if initial treatment of the Covered Person is begun within 12 months of the date of the Accident;
 - b reconstruction incidental to or following surgery resulting from a Covered Accident.
3. Any elective or routine treatment, surgery, health treatment or examinations that are not related to the treatment of a Covered Accident.
4. Routine eye examinations or the fitting of eyeglasses or contact lenses.
5. Hearing examinations or the fitting of hearing aids.
6. Dental examinations or dental care unless resulting from a Covered Accident.
7. Treatment of injury resulting from a condition that a Covered Person knew existed on the date of a Covered Accident, unless we have received a written medical release from his Physician.

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



RESPECTING YOUR RIGHT TO PRIVACY

QBE PRIVACY NOTICE

At QBE, we value the trust of our customers and are committed to protecting the privacy of customer information. That is why we only collect and disclose information needed to provide our customers with quality products and services. We welcome this chance to describe the steps we take to protect our customer information. Our goal is to ensure that you and individuals covered under your policy fully understand our policies and practices regarding the collection, use and protection of this information.

This privacy notice applies to all policyholders and their insureds who have a relationship with one or more of the following QBE insurance companies:

- QBE Insurance Corporation
- QBE Specialty Insurance Company
- Praetorian Insurance Company
- Praetorian Specialty Insurance Company
- Redland Insurance Company
- North Pointe Insurance Company
- North Pointe Casualty Insurance Company
- Midfield Insurance Company
- Capital City Insurance Company

You will receive a copy of our privacy notice at the beginning of our business relationship and annually thereafter. The privacy policies described in this notice apply to our current and former customers. As our products and services continue to evolve, it may be necessary to review and revise our privacy policies, in which case we will provide an updated privacy notice.

Information We Collect. In order to provide high quality products, benefits and services, we must collect and often share information about you and individuals covered under your policy that is not publicly available. We do this to better service your policy and process claims in a timely manner. We collect the following types of information about you and individuals covered under your policy:

- Information about the identity of you and individuals covered under your policy, including the names, addresses and social security numbers of such individuals;
- Information we receive from you on applications or other insurance forms, such as the claims history or medical history of individuals covered under your policy; and
- Information about your transactions and experiences with us, such as the products you purchased from us, your payment history, account balance, and amounts you paid for insurance.

Should we need to verify or obtain additional information about you or individuals covered under your policy, we may contact outside sources, such as agents, brokers, administrators, insurance support organizations, consumer reporting agencies, medical providers and government reporting agencies. Information collected from these outside sources may include claims history, employment information and medical reports. Information obtained from outside sources may be retained by these outside sources and disclosed to other persons, in accordance with applicable laws.

How Your Information is Used. In many cases, we need to share some or all of the information listed above to help us deliver the best possible services to you and individuals covered under your policy. These disclosures are often necessary to fulfill transactions you have requested and to service the insurance policies that you have applied for and/or purchased.

Service Providers. We may provide information about you and individuals covered under your policy to trusted service providers inside or outside of QBE to provide operational and other support services. For example, we may share information with your insurance agent or broker, claims adjusters and administrators, claims investigators, and outside companies that perform administrative services on our behalf.

Other Permitted Disclosures. We may share information about you and individuals covered under your policy to comply with legal and regulatory requirements and for other limited purposes that are required or permitted by law. For example, we may share information about you and individuals covered under your policy to:

- Service and maintain your policy;
- Process a transaction that you request;
- Protect against fraud or criminal activity;
- Report account activity to credit bureaus;
- Comply with local, state or federal laws; and
- Provide information requested by reinsurers, state insurance regulators and self regulatory organizations, insurance support agencies and law enforcement agencies.

Under no circumstance do we sell or share customer information to or with any party outside of QBE for purposes of independently selling their products or services to you.

Access to and Correction of Your Information. Individuals covered under your policy may write to us if they have any questions about the information that we may have in our records about them or the identity of those persons to whom their information was disclosed during the two years prior to their request. If they wish, they may review this information in person or receive a copy at a reasonable charge. Individuals covered under your policy can notify us in writing if they believe any information should be corrected, amended, or deleted, and we will review their request. We will either make the requested change or explain why we did not do so. If we do not make the requested change, they may submit a short written statement identifying the disputed information, which will be included in all future disclosures of their information. All questions or requests should be directed to QBE's Privacy Officer at the address provided below.

Confidentiality and Security of Information. QBE dedicates significant resources to protect the security of our customer information. We restrict access to customer information to those individuals who need to know that information to provide products or services to you or individuals covered under your policy. We also maintain physical, electronic, and procedural safeguards to protect customer information and guard against its unauthorized use.

Whom to Contact Regarding Privacy Matters. If you have any privacy questions, you may contact QBE's Privacy Officer by email at roberta.anderson@qbeamericas.com or by mail at QBE the Americas, Attn: Privacy Officer, 88 Pine Street, 10th Floor, New York, New York 10005.