

# NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

Executive Offices: 175 Water Street, 18<sup>th</sup> Floor, New York, NY 10038

(212) 458-5000

(a capital stock company, herein referred to as the Company)

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Policyholder: Lakeland Tours, LLC

Policy Number: SRG 0009140230

## BLANKET ACCIDENT AND SICKNESS INSURANCE

### DESCRIPTION OF COVERAGE

**Effective Date:** September 01, 2011

This Description of Coverage describes blanket accident insurance coverage provided to eligible persons of the policyholder named above (herein called the Policyholder) while those persons are participating in Covered Activities.

#### **Who Is Eligible**

The persons eligible for coverage under the above referenced blanket accident and sickness insurance policy (herein called the Policy) issued to the Policyholder are: all participants whose names are on file with the Policyholder.

#### **What Activities Are Covered**

Covered Activity/ies are: 1) While participating in scheduled, sponsored and supervised activities by Lakeland Tours LLC;



President



Secretary

**PLEASE READ THIS DESCRIPTION OF COVERAGE CAREFULLY**

## Schedule of Benefits

**Accidental Death Benefit**

Maximum Amount : \$1,000

**Accidental Dismemberment Benefit**

Maximum Amount: \$1,000

**Accident Medical Expense Benefit**

**Maximum Amount:** \$7,500

**Dental Maximum Amount per tooth :**

\$250 per accident

Note: Expenses charged to the maximum for the above Dental services per tooth are also subject to the Dental Maximum Amount shown above.

**Emergency Evacuation Benefit**

**Maximum Amount:** \$50,000

**Repatriation of Remains Benefit**

**Maximum Amount:** \$25,000

**Sickness Medical Expense Benefit Rider**

**Maximum Amount:** \$7,500

The Maximum Amounts are used to determine amounts payable under each Benefit. Actual amounts payable will not exceed the maximums, and may be less than the maximums under circumstances specified in the Policy.

## DEFINITIONS

**Hospital** – means a facility that: (1) is operated according to law for the care and treatment of injured people; (2) has organized facilities for diagnosis and surgery on its premises or in facilities available to it on a prearranged basis; (3) has 24-hour nursing service by registered nurses (RNs) and (4) is supervised by one or more Physicians. A Hospital does not include: (1) a nursing, convalescent or geriatric unit of a hospital when a patient is confined mainly to receive nursing care; (2) a facility that is, other than incidentally, a rest home, nursing home, convalescent home or home for the aged; nor does it include any ward, room, wing, or other section of the hospital that is used for such purposes; or (3) any military or veterans hospital or soldiers home or any hospital contracted for or operated by any national government or government agency for the treatment of members or ex-members of the armed forces.

**Injury** - means bodily injury: (1) which is sustained as a direct result of an unintended, unanticipated accident that is external to the body and that occurs while the injured person's coverage under this Policy is in force; (2) which occurs while such person is participating in a Covered Activity; and (3) which directly (independent of sickness, disease, mental incapacity, bodily infirmity or any other cause) causes a covered loss.

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

**Physician** – means a licensed practitioner of the healing arts acting within the scope of his or her license who is not: 1) You; 2) an Immediate Family Member; or 3) retained by the Policyholder.

**You, Your** – means a person: (1) who is a member of an eligible class of persons as described in the Who is Eligible section of this Description of Coverage; (2) for whom premium has been paid; and (3) while covered under the Policy ; and (4) who has enrolled for coverage under the Policy, if required.

## **Your Effective and Termination Dates**

**Effective Date.** Your coverage under the Policy begins on the latest of: (1) the Policy Effective Date; (2) the date for which the first premium for Your coverage is paid; or (3) the date You become eligible for coverage as a member Lakeland Tours, LLC, or (4) the date You enroll for coverage under the Policy, if enrollment is requested; or, (5) the date You enroll in a Covered Activity.

A change in Your coverage under the Policy due to a change in Your eligible class or Covered Activity or election of enrollment option becomes effective on the later of (1) when the change in Your eligible class or Covered Activity occurs; or (2) if the change requires a change in premium, the date the first changed premium is paid ; or, (3) if individual enrollment for a change is required, the date the written enrollment form requesting the change is received by the Policyholder. However, a change in coverage applies only with respect to accidents and/or sicknesses that occur once the change is effective.

**Termination Date.** Your coverage under the Policy ends on the earliest of: (1) the date the Policy is terminated (unless the Company and the Policyholder agree, in writing, to permit coverage to continue to the end of the period for which premiums have been paid in lieu of a return of unearned premiums; (2) the end of the period for which premiums have been paid; or (3) the date You cease to be eligible for coverage as a member of Lakeland Tours, LLC.

Termination of coverage will not affect a claim for a covered loss that occurred while Your coverage was in force under the Policy.

## Description of Benefits.

The Maximum Amount applicable to each Benefit is shown in the Schedule of Benefits , subject to the Reduction Schedule, and is used to determine amounts payable to You under each Benefit.

Reduction Schedule. The Maximum Amount used to determine the amount payable for a loss will be reduced if You are age 70 or older on the date of the accident causing the loss with respect to any of the following Benefits provided by the Policy: Accidental Death Benefit, Accidental Dismemberment Benefit, Catastrophe Cash Benefit. The Maximum Amount is reduced to a percentage of the Maximum Amount that would be used if You were under age 70 on the date of the accident, according to the following schedule:

| <b>AGE ON DATE OF ACCIDENT</b> | <b>PERCENTAGE OF UNDER-AGE-70 MAXIMUM AMOUNT</b> |
|--------------------------------|--|
| 70-74                          | 65%  |
| 75-79                          | 45%  |
| 80-84                          | 30%  |
| 85 and older                   | 15%  |

Your premium, if you are age 70 or older, is based on 100 % of the coverage that would be in effect if You were under age 70.

“Age” as used above refers to Your age on Your most recent birthday, regardless of the actual time of birth.

Accidental Death Benefit. If You suffer an Injury that results in death within 365 days of the date of the accident that caused the Injury, the Company will pay You 100% of the Maximum Amount.

Accidental Dismemberment Benefit. If You suffer an Injury that results , within 365 days of the date of the accident that caused the Injury, in any one of the Losses specified below, the Company will pay the percentage of the Maximum Amount shown below for that Loss:

| For Loss of:                             | Percentage of Maximum Amount |
|--|------------------------------|
| Both Hands or Both Feet.....             | 100%                         |
| Sight of Both Eyes.....                  | 100%                         |
| One Hand and One Foot.....               | 100%                         |
| One Hand and the Sight of One Eye.....   | 100%                         |
| One Foot and the Sight of One Eye.....   | 100%                         |
| Speech and Hearing in Both Ears.....     | 100%                         |
| One Hand or One Foot.....                | 50%                          |
| The Sight of One Eye.....                | 50%                          |
| Speech or Hearing in Both Ears.....      | 50%                          |
| Hearing in One Ear.....                  | 25%                          |
| Thumb and Index Finger of Same Hand..... | 25%                          |

“Loss” of a hand or foot means complete severance through or above the wrist or ankle joint. “Loss” of sight of an eye means total and irrecoverable loss of the entire sight in that eye. “Loss” of hearing in an ear means total and irrecoverable loss of the entire ability to hear in that ear. “Loss” of speech means total and irrecoverable loss of the entire ability to speak. “Loss of thumb and index finger means complete severance through or above the metacarpophalangeal joint of both digits.

If you sustain more than one Loss as a result of the same accident, only one amount, the largest, will be paid.

Exposure and Disappearance. If by reason of an accident occurring while Your coverage is in force under the Policy, You are unavoidably exposed to the elements and as a result of such exposure suffer a loss for which a benefit is otherwise payable under the Policy, the loss will be covered under the terms of the Policy.

If Your body has not been found within one year of the disappearance, forced landing, stranding, sinking or wrecking of a conveyance in which You were an occupant while covered under the Policy, then it will be deemed, subject to all other terms and provisions of the Policy, that You have suffered accidental death within the meaning of the Policy.

**Accident Medical Expense Benefit.** If You suffer an Injury that, within 90 days of the date of the accident that caused the Injury, requires You to be treated by a Physician, the Company will pay the Usual and Customary Charges incurred for Medically Necessary Covered Accident Medical Services received due to that Injury, up to the Maximum Amount for all Injuries caused by the same accident. This benefit is payable only for such charges incurred within 52 weeks after the date of the accident causing the Injury.

*Covered Accident Medical Services(s)* – means Hospital semi-private room and board (or room and board in an intensive care unit; Hospital ancillary services (including, but not limited to, use of the operating room or emergency room); use of an Ambulatory Medical Center; services of a Physician or a registered nurse (R.N.); ambulance service to or from a Hospital; laboratory tests; radiological procedures; anesthetics and the administration of anesthetics; blood, blood products and artificial blood products, and the transfusion thereof; physical therapy and occupational therapy; rental of Durable Medical Equipment; artificial limbs, artificial eyes or other prosthetic appliances; or medicines or drugs administered by a Physician or that can be obtained only with a Physician's written prescription.

**EXCLUSIONS.** In addition to the standard exclusions under the Policy and any amendment thereto, Accident Medical Expense benefits are not payable for any expense for or resulting from any of the following: (1) repair or replacement of existing artificial limbs, artificial eyes or other prosthetic appliances or rental of existing Durable Medical Equipment unless for the purpose of modifying the item because Injury has caused further impairment in the underlying bodily condition; (2) new, or repair or replacement of, dentures, bridges, dental implants, dental bands or braces or other dental appliances, crowns, caps, inlays or onlays, fillings or any other treatment of the teeth or gums, except for repair or replacement of sound natural teeth damaged or lost as a result of Injury up to the Dental Maximum; (3) new eye glasses or contact lenses or eye examinations related to the correction of vision or related to the fitting of glasses or contact lenses, unless Injury has caused impairment of sight; or repair or replacement of existing eyeglasses or contact lenses unless for the purpose of modifying the item because Injury has caused further impairment of sight; (4) new hearing aids or hearing examinations unless Injury has caused impairment of hearing; or repair or replacement of existing hearing aids unless for the purpose of modifying the item because Injury has caused further impairment of hearing; (5) rental of Durable Medical Equipment where the total rental expense exceeds the usual purchase expense for similar equipment in the locality where the expense is incurred (but if, in the Company's sole judgment, Accident Medical Expense benefits for rental of Durable Medical Equipment are expected to exceed the usual purchase expense for similar equipment in the locality where the expense is incurred, the Company may, but is not required to, choose to consider such purchase as a Usual and Customary Covered Accident Medical Expense in lieu of such rental expense); (6) personal comfort or convenience items, such as but not limited to Hospital telephone charges, television rental, or guest meals; (7) an Emergency Evacuation for which any benefits are payable under the Emergency Evacuation Benefit; (8) any condition for which You are provided paid benefits under any Workers' Compensation Act or similar law.

*Ambulatory Medical Center* – means a licensed facility providing ambulatory, surgical or medical treatment, other than a Hospital, clinic or Physician's office.

*Durable Medical Equipment* – refers to equipment of a type that is designed primarily for use, and used primarily, by people who are injured (for example, a wheelchair or a hospital bed). It does not include

Items commonly used by people who are not injured, even if the items can be used in the treatment of Injury or can be used for rehabilitation or improvement of health (for example, a stationary bicycle or a spa).

*Medically Necessary* – means that a Covered Accident Medical Service is: (1) essential for diagnosis, treatment or care of the Injury for which it is prescribed or performed; (2) meets generally accepted standards of medical practice; and (3) is ordered by a Physician and performed under his or her care, supervision or order.

*Usual and Customary Charge(s)* – means a charge that: (1) is made for a Covered Accident Medical Service; (2) does not exceed the usual level of charges for similar treatment, services or supplies in the locality where the expense is incurred (for a Hospital room and board charge, other than for a Medically Necessary stay in an intensive care unit, does not exceed the Hospital's most common charge for semi-private room and board); and (3) does not include charges that would not have been made if no insurance existed.

**Accident Medical Expense Benefit.** If You suffer an Injury that, within 90 days of the date of the accident that caused the Injury, requires You to be treated by a Physician, the Company will pay the Usual and Customary Charges incurred for Medically Necessary Covered Accident Medical Services received due to that Injury, up to the Maximum Amount for all Injuries caused by the same accident. Benefits are payable for charges incurred within 52 weeks after the date of the accident causing the Injury.

No expenses paid under this Benefit will be payable under any other Benefit under the Policy.

*Covered Accident Medical Service(s)* - means any of the following services:

1. services of a Physician;
2. private duty nursing by a registered nurse (R.N.) or Licensed Practical Nurse (LPN);
3. laboratory tests;
4. radiological procedures;
5. anesthetics and the administration of anesthetics;
6. blood, blood products and artificial blood products, and the transfusion thereof;
7. physical therapy ;
8. occupational therapy ;
9. rental of Durable Medical Equipment;
10. artificial limbs, artificial eyes or other prosthetic appliances;
11. medicines or drugs administered by a Physician or that can be obtained only with a Physician's written prescription ;
12. use of an Ambulatory Medical Center;
13. Hospital's most common charge for semi-private room and board (or room and board in an intensive care unit); Hospital ancillary services (including, but not limited to, use of the operating room or emergency room)
14. ambulance service to or from a Hospital .

**EXCLUSIONS.** In addition to the standard exclusions under the Policy and any amendment thereto, Accident Medical Expense Benefits are not payable for, and Usual and Customary Charges for Covered Accident Medical Services do not include, any expense for or resulting from any of the following:

1. repair or replacement of existing artificial limbs, artificial eyes or other prosthetic appliances or rental of existing Durable Medical Equipment unless due to a covered Injury;
2. new, or repair or replacement of, dentures, bridges, dental implants, dental bands or braces or other dental appliances, crowns, caps, inlays or onlays, fillings or any other treatment of the teeth or gums, except for repair or replacement of sound natural teeth damaged or lost as a result of Injury up to the Dental Maximum shown in the Benefit Schedule
3. new eye glasses or contact lenses or eye examinations related to the correction of vision or related to the fitting of glasses or contact lenses, unless due to a covered Injury; or repair or replacement of existing eyeglasses or contact lenses unless due to a covered Injury;
4. new hearing aids or hearing examinations unless due to a covered Injury; or repair or replacement of existing hearing aids unless due to a covered Injury;

5. rental of Durable Medical Equipment where the total rental expense exceeds the usual purchase expense for similar equipment in the locality where the expense is incurred (but if, in the Company's sole judgment, Accident Medical Expense benefits for rental of Durable Medical Equipment are expected to exceed the usual purchase expense for similar equipment in the locality where the expense is incurred, the Company may, but is not required to, choose to consider such purchase expense as a Usual and Customary Covered Accident Medical Expense in lieu of such rental expense);
6. any charge for medical care for which You are not legally obligated to pay;
7. care, treatment or services provided by You or by an Immediate Family Member;
8. routine physical exam and related medical services;
9. personal comfort or convenience items, such as but not limited to, Hospital telephone charges, television rental, or guest meals while confined in a Hospital;
10. an Emergency Evacuation for which any benefits are payable under the Policy's Emergency Evacuation Benefit;
11. plastic or cosmetic surgery;
12. hernia

The following definitions apply to the Accident Medical Expense Benefit.

*Ambulatory Medical Center* - means a licensed facility providing ambulatory surgical or medical treatment, other than a Hospital, clinic or Physician's office.

*Durable Medical Equipment* - refers to equipment of a type that is designed primarily for use, and used primarily, by people who are injured (for example, a wheelchair or a hospital bed). It does not include items commonly used by people who are not injured, even if the items can be used in the treatment of injury or can be used for rehabilitation or improvement of health (for example, a stationary bicycle or a spa).

*Experimental or Investigative* –means treatment, a device or prescription medication which is recommended by a Physician, but is not considered by the medical community as a whole to be safe and effective for the condition for which the treatment, device or prescription medication is being used, including any treatment, procedure, facility, equipment, drugs, drug usage, devices, or supplies not recognized as accepted medical practice, and any of those items requiring federal or other government agency approval not received at the time the services are rendered.

*Medically Necessary* - means a Covered Accident Medical Service that: (1) is essential for diagnosis, treatment or care of the Injury for which it is prescribed or performed; (2) meets generally accepted standards of medical practice; and (3) is ordered by a Physician and performed under his or her care, supervision or order.

*Mental Illness* –means any disturbance of emotional equilibrium, as manifested in maladaptive behavior and impaired functioning, caused by genetic, physical, chemical, biologic, psychological, or social and cultural factors. Also called emotional illness, mental/nervous disorder and psychiatric disorder.



*Usual and Customary Charge(s)* - means a charge that: (1) is made for a Covered Accident Medical Service; (2) does not exceed the usual level of charges for similar treatment, services or supplies in the locality where the expense is incurred; or (3) is a negotiated fee; and (4) does not include charges that would not have been made if no insurance existed.

**Emergency Evacuation Benefit.** The Company will pay for Covered Emergency Evacuation Expenses reasonably incurred if You suffer an Injury or Emergency Sickness that warrants your Emergency Evacuation while you are outside a 100 mile radius from your current place of primary residence but not exceeding the Maximum Amount for all Emergency Evaluations due to all Injuries from the same accident or all Emergency Sicknesses from the same or related causes .

The Emergency Evacuation must be ordered by a Physician who certifies that the severity of Your Injury or Emergency Sickness warrants Your Emergency Evacuation. All Transportation arrangements made for the Emergency Evacuation must be by the most direct and economical conveyance and route possible.

Travel Guard must make all arrangements and must authorize all expenses in advance for any Emergency Evacuation benefits to be payable. The Company reserves the right to determine the benefits payable, including any reductions, if it is not reasonably possible to contact Travel Guard in advance.

The Exclusion relating to sickness, disease or infections of any kind found in the Exclusions section of this Description of Coverage does not apply to the Emergency Evacuation Benefit .

The following definitions apply to the Emergency Evacuation Benefit, as applicable.

*Children* – means Your unmarried children, including natural children from the moment of birth, and step, foster or adopted children from the moment of placement in Your home, under age 19, 25 if a full-time student and primarily dependent on You for support and maintenance. However, the age limit does not apply to a child who: (1) otherwise meets the definition of Children; and (2) is incapable of self-sustaining employment by reason of mental or physical incapacity.

*Covered Emergency Evacuation Expense(s)* – means an expense that: (1) is charged for a Medically Necessary Emergency Evacuation Service; (2) does not exceed the usual level of charges for similar Transportation, treatment, services or supplies in the locality where the expense is incurred; and (3) does not include charges that would not have been made if no insurance existed.

*Emergency Evacuation* – means if warranted by the severity of Your Injury or Emergency Sickness: (1) Your immediate Transportation from the place where You suffer an Injury or Emergency Sickness to the nearest hospital or other medical facility where appropriate medical treatment can be obtained; (2) Your Transportation to Your current place of primary residence to obtain further medical treatment in a Hospital or other medical facility or to recover after suffering an Injury or Emergency Sickness and being treated at a local hospital or other medical facility; or (3) both (1) and (2) above. An Emergency Evacuation also includes medical treatment, medical services and medical supplies necessarily received in connection with such Transportation.

*Emergency Sickness* – means an illness or disease, diagnosed by a Physician, which meets all of the following criteria: (1) there is present a severe or acute symptom requiring immediate care and the failure to obtain such care could reasonably result in serious deterioration of Your condition or place Your life in jeopardy; (2) the severe or acute symptom occurs suddenly and unexpectedly; and (3) the severe or acute symptom occurs while the Policy is in force as to You suffering the symptom and while You are participating in a Covered Activity.

*Medically Necessary Emergency Evacuation Service* – means any Transportation, medical treatment, medical service or medical supply that: (1) is an essential part of an Emergency Evacuation due to the Injury or Emergency Sickness for which it is prescribed or performed; (2) meets generally accepted standards of medical practice; and (3) either is ordered by a Physician and performed under his or her care or supervision or order, or is required by the standard regulations of the conveyance transporting You.

*Transportation* – means moving You during an Emergency Evacuation by a land, water or air conveyance. Conveyances include, but are not limited to, air ambulances, land ambulances and private motor vehicles.

**Repatriation of Remains Benefit.** If You suffer loss of life due to Injury or Emergency Sickness while You are outside a 100 mile radius from Your current place of primary residence, the Company will pay for covered expenses reasonably incurred to return Your body to Your current place of primary residence , but not exceeding the Maximum Amount.

Covered expenses include, but are not limited to, expenses for: (1) embalming or cremation; (2) the most economical coffins or receptacles adequate for Transportation of the remains; and (3) Transportation of the remains by the most direct and economical conveyance and route possible.

Travel Guard must make all arrangements and must authorize all expenses in advance for this benefit to be payable. The Company reserves the right to determine the benefits payable, including any reductions, if it is not reasonably possible to contact Travel Guard in advance.

The exclusion for sickness, disease or infections of any kind does not apply with respect to Repatriation of Remains benefit. In addition to the standard exclusions under the Policy, Repatriation of Remains Benefits are not payable if loss of life is caused in whole or in part by, or results in whole or in part from, any condition for which You are entitled to benefits under any Workers' Compensation Act or similar law.

*Emergency Sickness* – as used in the Repatriation of Remains Benefit, means an illness or disease, diagnosed by a Physician, which meets all of the following criteria: (1) there is a present severe or acute symptom requiring immediate care and the failure to obtain such care could reasonably result in serious deterioration of Your condition or place Your life in jeopardy; (2) the severe or acute symptom occurs suddenly and unexpectedly; and (3) the severe or acute symptom occurs while Your coverage under the Policy is in force and while You are participating in a Covered Activity.

**Sickness Medical Expense Benefit.** If You suffer a Sickness and require initial treatment by a Physician within 7 days of the onset of the Sickness , the Company will pay the Usual and Customary Charges incurred for Medically Necessary Covered Sickness Medical Services received due to that Sickness up to the Maximum Amount shown in the Schedule of Benefits. This benefit is payable only for such charges incurred within 52 weeks from the date of the onset of the Sickness.

No expenses paid under this Benefit will be payable under any other Benefit in the Policy.

*Covered Sickness Medical Service(s)* - means charges incurred for any of the following services:

1. services of a Physician;
2. private duty nursing by Registered Nurse (R.N.) [or Licensed Practical Nurse (L.P.N.);
3. laboratory tests;
4. radiological procedures;
5. anesthetics and the administration of anesthetics;
6. blood, blood products and artificial blood products, and the transfusion thereof;
7. physical therapy;
8. occupational therapy;
9. rental of Durable Medical Equipment;
10. artificial limbs, artificial eyes or other prosthetic appliances;
11. medicines or drugs administered by a Physician or that can be obtained only with a Physician's written prescription;
12. use of an Ambulatory Medical Center;
13. Hospital's most common charge for semi-private room and board (or room and board in an intensive care unit); Hospital ancillary services (including, but not limited to, use of the operating room or emergency room);
14. ambulance service to or from a Hospital.

**EXCLUSIONS** – In addition to the standard exclusions under the Policy and any amendment thereto, Sickness Medical Expense Benefits are not payable for, and Usual and Customary charges for treatment of Sickness do not include, any expense resulting from any of the following:

1. repair or replacement of existing artificial limbs, artificial eyes or other prosthetic appliances or rental of existing Durable Medical Equipment, unless for the purpose of modifying the item because a Sickness has caused further impairment in the underlying bodily condition;
2. new, or repair or replacement of, dentures, bridges, dental implants, dental bands or braces or other dental appliances, crowns, caps, inlays or onlays, fillings or any other treatment of the teeth or gums, except for repair or replacement of sound natural teeth damaged or lost as a result of a Sickness up to the Dental Maximum shown in the Schedule of Benefits;
3. new eyeglasses or contact lenses, or eye examinations related to the correction of vision or related to the fitting of glasses or contact lenses unless for the purpose of modifying the item because a Sickness has caused further impairment of sight; or repair or replacement of existing eyeglasses or contact lenses unless for the purpose of modifying the item because a Sickness has caused further impairment of sight;
4. new hearing aids or hearing examinations unless a Sickness has caused impairment of hearing ; or repair or replacement of existing hearing aids unless for the purpose of modifying the item because a Sickness has caused impairment of hearing;
5. rental of Durable Medical Equipment where the total rental expense exceeds the usual purchase expense for similar equipment in the locality where the expense is incurred (if, in the Company's sole judgment, Sickness Medical Expense benefits for rental of Durable Medical Equipment are expected to exceed the usual purchase expense for similar equipment in the locality where the expense is incurred, the Company may, but is not required to, choose to consider such purchase expense as a Usual and Customary Covered Sickness Medical Expense in lieu of such rental expense);
6. Injury of any kind;
7. any charge for medical care for which You are not legally obligated to pay;
8. care, treatment or services provided by You or by an Immediate Family Member;
9. routine physical examination and related medical services;
10. personal comfort or convenience items such as, but not limited to Hospital telephone charges, television rental or guest meals while confined in a Hospital or for items taken away or home from the Hospital;
11. Pre-existing Conditions;
12. an Emergency Evacuation for which any benefits are payable under the Policy's Emergency Evacuation Benefit;
13. elective treatment or surgery;
14. Experimental or Investigative treatment or procedures;
15. treatment for temporomandibular joint dysfunction;

16. care, treatment or services provided by persons retained or employed by the Policyholder; or for supplies, prescriptions or medicines paid for or reimbursable by the Policyholder, or for which a charge is not made;
17. Mental Illness, psychological or psychiatric counseling of any kind, mental and nervous disease or disorders and rest cures;
18. Educational or vocational testing or training;
19. treatment of Osgood-Schlatter's disease;
20. detached retina;
21. Diagnostic Tests or treatment, except due to infection which occurs directly from an accidental cut or wound or ingestion of contaminated food;
22. plastic or cosmetic surgery;
23. Alcohol and Substance Abuse;
24. normal pregnancy, child birth;
25. venereal disease or syphilis;
26. any inpatient Hospital services or charges, not including emergency room services or charges;
27. hernia.
28. any condition for which You are entitled to benefits under any Workers' Compensation Act or similar law.

The Sickness exclusions in the standard exclusions under the Policy or as amended shall not apply with respect to Benefits payable under the Sickness Medical Expense Benefit.

The following definitions apply to the Sickness Medical Expense Benefit.

*Alcohol and Substance Abuse* –means the overindulgence in or dependence on a stimulant, depressant or other chemical substance, leading to effects that are detrimental to the individual's physical or mental health or the welfare of others.

*Ambulatory Medical Center* – means a licensed facility providing ambulatory surgical or medical treatment, other than a Hospital, clinic or Physician's office.

*Durable Medical Equipment* - refers to equipment of a type that is designed primarily for use, and used primarily, by people who are sick (for example, a wheelchair or a hospital bed). It does not include items commonly used by people who are not sick, even if the items can be used in the treatment of a Sickness or can be used for rehabilitation or improvement of health (for example, a stationary bicycle or a spa).

*Experimental or Investigative* –means treatment, a device or prescription medication which is recommended by a Physician, but is not considered by the medical community as a whole to be safe and effective for the condition for which the treatment, device, or prescription medication is being used,

including any treatment, procedure, facility equipment, drugs, drug usage, devices, or supplies not recognized as accepted medical practice, and any of those items requiring federal or other government agency approval not received at the time the services are rendered.

*Medically Necessary* –means a Covered Sickness Medical Service that: (1) is essential for diagnosis, treatment or care of the Sickness for which it is prescribed or performed; (2) meets generally accepted standards of medical practice; and (3) is ordered by a Physician and performed under his or her care, supervision or order.

*Mental Illness* –means any disturbance of emotional equilibrium, as manifested in maladaptive behavior and impaired functioning, caused by genetic, physical, chemical, biologic, psychological, or social and cultural factors. Also called emotional illness, mental/nervous disorder and psychiatric disorder.

*Pre-existing Condition* - means a condition for which You received any diagnosis, medical advice or treatment or had taken any prescription medicines during the 12 months immediately preceding the effective date of Your term of coverage under this Policy unless the condition for which the prescribed medication is taken remains controlled without any change in the required prescription.

*Sickness* –means an illness or disease which is diagnosed or treated by a Physician after Your effective date of coverage under the Policy. The term Sickness also includes Complications of Pregnancy. The illness or disease must manifest itself during a Covered Activity.

*Usual and Customary Charge(s)* –means a charge that: (1) is made for a Covered Sickness Medical Service; (2) does not exceed the usual level of charges for similar treatment, services or supplies in the locality where the expense is incurred; or (3) is a negotiated fee; and (4) does not include charges that would not have been made if no insurance existed.

## Limitations

**Limitation on Multiple Benefits.** If You suffer one or more losses from the same accident for which amounts are payable under more than one of the following Benefits provided by the Policy, the maximum amount payable under all of the Benefits combined will not exceed the amount payable for one of those losses, the largest: Accidental Death Benefit, Accidental Dismemberment Benefit.

## EXCLUSIONS

No coverage shall be provided under the Policy and no payment shall be made for any loss resulting in whole or in part from, or contributed to by, or as a natural and probable consequence of any of the following excluded risks even if the proximate or precipitating cause of the loss is an accidental bodily Injury.

1. suicide or any attempt at suicide or intentionally self-inflicted Injury or any attempt at intentionally self-inflicted Injury or autoeroticism.
2. sickness, disease, mental incapacity or bodily infirmity whether the loss results directly or indirectly from any of these.
3. Your commission of or attempt to commit a crime.
4. infections of any kind regardless of how contracted, except bacterial infections that are directly caused by botulism, ptomaine poisoning or an accidental cut or wound independent and in the absence of any underlying sickness, disease or condition including but not limited to diabetes.
5. declared or undeclared war, or any act of declared or undeclared war, except if specifically provided by the Policy.
6. participation in any team sport or any other athletic activity, except participation in a Covered Activity.
7. full-time active duty in the armed forces, National Guard or organized reserve corps of any country or international authority. (Unearned premium for any period for which You are not covered due to his or her active duty status will be refunded) (Loss caused while on short-term National Guard or reserve duty for regularly scheduled training purposes is not excluded).
8. travel or flight in or on (including getting in or out of, or on or off of) any vehicle used for aerial navigation, if You are:
  - a. riding as a passenger in any aircraft not intended or licensed for the transportation of passengers; or
  - b. performing, learning to perform or instructing others to perform as a pilot or crew member of any aircraft; or
  - c. riding as a passenger in an aircraft owned, leased or operated by the Policyholder or Your employer.

9. You being under the influence of intoxicants while operating any vehicle or means of transportation or conveyance .
10. You being under the influence of drugs unless taken under the advice of and as specified by a Physician.
11. the medical or surgical treatment of sickness, disease, mental incapacity or bodily infirmity whether the loss results directly or indirectly from the treatment.
12. stroke or cerebrovascular accident or event; cardiovascular accident or event; myocardial infarction or heart attack; coronary thrombosis; aneurysm.
13. any condition for which You are entitled to benefits under any Workers' compensation Act or similar law.
14. You riding in or driving any type of motor vehicle as part of a speed contest or scheduled race, including testing such vehicle on a track, speedway or proving ground.

## CLAIMS PROVISIONS

### Claims Procedures.

All claims should be reported to the Company as soon as possible at the following phone number or in writing to the following address:

AIG

Accident and Health Claims

P. O. Box 25987

Shawnee Mission, KS 66225

800-551-0824

302-761-3700

Provide the policy number and any applicable documentation and details describing the nature of the loss. Upon receipt of this information, the Company will provide You with the necessary claim forms for completion. Claim payments will be made immediately upon receipt of written proof of loss, except with regard to periodic claim payments. Claim payments will be made to You, except death claims which will be made, in equal shares, to the survivors in the first surviving class of those that follow: Your (1) spouse; (2) children; (3) parents; or (4) brothers and sisters. If no class has a survivor, the beneficiary is Your estate. Any payment the Company makes in good faith fully discharges the Company's liability to the extent of the payment made.

**Notice of Claim.** Written notice of claim must be given to the Company within 20 days after Your loss, or as soon thereafter as reasonably possible. Notice given by or on behalf of the claimant to the Company at AIG, Accident and Health Claims, P. O. Box 25987, Shawnee Mission, KS 66225, with information sufficient to identify You, is deemed notice to the Company. **Proof of Loss.** Written proof of loss must be furnished to the Company within 90 days after the date of the loss. If the loss is one for which the Policy requires continuing eligibility for periodic benefit payments, subsequent written proofs of eligibility must be furnished at such intervals as the Company may reasonably require. Failure to furnish proof within the time required neither invalidates nor reduces any claim if it was not reasonably possible to give 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.

**Payment of Claims.** Upon receipt of due written proof of death, payment for loss of Your life will be made, in equal shares, to the survivors in the first surviving class of those that follow: Your (1) spouse; (2) children; (3) parents; or (4) brothers and sisters. If no class has a survivor, the beneficiary is Your estate.

Upon receipt of due written proof of loss, payments for all losses, except loss of life, will be made to (or on behalf of, if applicable) You, unless the Policy provides for payment of health care charges directly to the provider. If You die before all payments due have been made, the amount still payable will be paid, in equal shares, to the survivors in the first surviving class of those that follow: Your (1) spouse; (2) children; (3) parents; or (4) brothers and sisters. If no class has a survivor, the beneficiary is Your estate.

If any payee is a minor or is not competent to give a valid release for the payment, the payment will be made to the legal guardian of the payee's property. If the payee has no legal guardian for his or her property, a payment not exceeding \$1,000 may be made, at the Company's option, to any relative by blood or connection by marriage of the payee who, in the Company's opinion, has assumed the custody and support of the minor or responsibility for the incompetent person's affairs.

Any payment the Company makes in good faith fully discharges the Company's liability to the extent of the payment made.

**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 the Company's receipt of due written proof of the loss. Subject to the Company's receipt of due written proof of 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.

## GENERAL PROVISIONS

**Entire Contract; Changes.** The Policy, the Master Application, a copy of which will be attached to the Policy at issue; the individual enrollment forms, if any; 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 You will be considered representations and not warranties. No written statement made by You will be used in any contest unless a copy of the statement is furnished to You or Your beneficiary or personal representative.

No change in the Policy will be valid until approved by an officer of the Company. The approval must be noted on or attached to the Policy. No agent may change the Policy or waive any of its provisions.

**Legal Actions.** No action at law or in equity may be brought to recover on the Policy prior to the expiration of 60 days after written proof of loss has been furnished in accordance with the requirements of the Policy. No such action may be brought after the expiration of 3 years after the time written proof of loss is required to be furnished.

**Certificates of Insurance.** The Company, when required, will provide certificates of insurance for distribution to each person insured describing the coverage provided, any limitations, reductions, and exclusions applicable to the coverage, and to whom benefits will be paid .

## IMPORTANT

If any conflict should arise between the contents of this Description of Coverage and the Master Policy SRG 0009140230, or if any point is not covered herein, the terms and conditions of the Master Policy will govern in all cases.