

ATTACHMENT B
PLANS OF INSURANCE
(2013-14, 2014-15, 2015-16)

Term of Coverage

August 1, 2013 to August 1, 2014

Accountholder: Cheyney University
1837 University Circle, Box 392
Cheyney, PA 19319

Account Number: T5MP-051085-178

PLAN OF INSURANCE

Term of Coverage: August 1, 2013 to August 1, 2014

Aggregate Limit: \$1,000,000.00 (Air Accidents only)

Eligibility: Class 1: All Intercollegiate Student Athletes, Student Coaches, Student Managers, and Student Trainers.
Class 2: Student Cheerleaders.
Class 3: Prospective student athletes while on campus during a visit for which the athlete was invited by the Accountholder.
Class 4: Up to two chaperones of prospective athletes insured under Class 3, while the chaperones are on campus during a visit by the athlete, in any combination of the following:
1) legal guardian;
2) spouse;
3) parents;
4) siblings,
5) grandparents; and
6) aunts/uncles
whose names are reported to, and on file with, the Accountholder prior to a prospective student athlete's visit.

Covered Event: **Men's Intercollegiate Sports:** Basketball, Cross Country Running, Fall & Spring Football, Student Coaches, Student Managers, Student Trainers, Tennis, Indoor/Outdoor Track & Field.

Women's Intercollegiate Sports: Basketball, Cheerleading, Cross Country Running, Student Coaches, Student Managers, Student Trainers, Tennis, Indoor/Outdoor Track & Field, Volleyball.

Class 1: Coverage is only effective for events and activities that are authorized by, organized by or directly supervised by an official representative of the Accountholder. Coverage is not provided for activities that are not directly a part of an intercollegiate sport, such as camps, clinics and other events not conducted by the Accountholder.

Class 2: Coverage is only effective for activities performed as part of the cheer unit for an intercollegiate sport team competition authorized by, organized by and directly supervised by an official coach or advisor of the Accountholder. Practice sessions and pep rallies are also qualifying events when: a) authorized by, organized by and directly supervised by an official coach or advisor of the Accountholder, other than an Insured; and b) in preparation for an intercollegiate sport team competition. Coverage does not include any activities that are not directly associated with the activities of an intercollegiate sport team, such as camps, clinics, competitions, fund-raisers, alumni events and other events not conducted by the Accountholder.

Class 3 & 4: For prospective athletes and their chaperones, coverage is only effective for activities during, and directly related to, a visit for which the athlete was invited by the Accountholder. Travel coverage is only effective for activities conducted under the direct supervision of an official representative of the Accountholder.

Effective Date of Individual Insurance: The effective date of individual insurance shall be the policy date or 12:01 am the day following the date notice from the Accountholder to the Company is postmarked or the date specified by the Accountholder, whichever is later.

Individual Terminations: (General Provision No. 1 applies if this space is left blank)

Change in Coverage: Any change in an Insured's coverage because of a change in class will become effective on the date the person becomes eligible to be included in the class.

Benefits:

<u>A. Class</u>	<u>Insuring Provision(s) Applicable</u>	<u>Benefit Provision(s) Applicable</u>
All	00L8M Participating Sports	6653M AD & Specific Loss 00M1M Heart or Circulatory Malfunction 6425M Rev 04-10 AME

B. The amount of benefits for each Benefit Provision shown above is as follows (for all Classes unless otherwise shown):

Accidental Death & Specific Loss	Rider 6653M
Principal Sum	\$10,000.00
Loss Period	Loss within 365 Days of Injury
Heart or Circulatory Malfunction Benefit	Rider 00M1M
Maximum Benefit	\$10,000.00
Expanded Accident Medical Expense: Full Excess	Rider 6425M Rev 04-10 /00K3M/ 6925M
Classes 1, 2 & 3 Medical Benefit Maximum	\$75,000.00 per Injury
Class 4 Medical Benefit Maximum	\$10,000.00 per Injury
Accident Medical Deductible-Reducing*	\$2,500.00
Loss Period	Initial treatment received within 90 days of Injury
Benefit Period	Benefits payable for 104 weeks from accident date
Durable Medical Equipment Benefit	
Maximum Benefit Amount	100% Usual & Customary subject to Accident Medical Maximum
Dental Expense Benefit	
Maximum Benefit Amount	100% Usual & Customary subject to Accident Medical Maximum
Orthopedic Appliances	
Maximum Benefit Amount	100% Usual & Customary subject to Accident Medical Maximum
Outpatient Physical Therapy Benefits	
Maximum Benefit Per Injury	100% Usual & Customary subject to Accident Medical Maximum
Prescription Drug Benefit	
Maximum Benefit Per Injury	100% Usual & Customary subject to Accident Medical Maximum
Air/Ground Ambulance Benefit	
Maximum Benefit Per Injury	100% Usual & Customary subject to Accident Medical Maximum

Coverage will include injury, re-injury or aggravation of an injury sustained prior to the effective date of the Covered Person's coverage under this policy provided the Covered Person was provided medical clearance to participate in the appropriate athletic activity of the Accountholder by the physician responsible to the Accountholder for such determination, and such re-injury or aggravation occurs in a covered activity.

When other valid and collectible insurance or plan (including HMO / PPO) denies benefits because the Insured failed to utilize, or chose not to use, an authorized medical vendor, we will pay the expense incurred that we would have paid in the absence of such other valid and collectible insurance or plan. The Insured must provide us with such proof of denial.

**Eligible medical expenses payable under any other insurance policy or service contract will be used to satisfy or reduce the Medical Deductible.*

The following riders are referenced within this Memorandum of Coverage:

Aggregate Limit of Indemnity Air Travel Accidents Rider	871MS-EZ
Facility of Payment Amendment Rider	6926M

Premiums: \$46,303.00 Annual

082913: bdt



MEMORANDUM OF COVERAGE

Insurance benefits are underwritten by Mutual of Omaha Insurance Company under Master Policy T5MP-P-051085 issued to the National Collegiate Athletic Association. This Memorandum of Coverage describes the benefits payable under the policy.

PART A. DEFINITIONS

"Ambulatory Surgical Center" means a facility which is licensed as an Ambulatory Surgical Center by the state in which it is located.

"Heart or Circulatory Malfunction" means disease or illness of the heart or circulatory system which is first diagnosed and treated while the Insured's coverage under the policy or certificate is in force and occurs in a scheduled game or supervised practice, within 24 hours after participation; and the Insured has not before such participation been medically advised of/or has received any medical treatment for such heart or circulatory malfunction.

"Hospital" means a place licensed (if licensing is required by law) as a hospital and operated for the care and treatment of resident inpatients with a registered graduate nurse always on duty or on call and with a laboratory and an operating room (both on the premises) where surgical operations are performed by persons legally qualified to do so. In no event shall the term "hospital" mean an institution or that part of an institution which is used principally as a clinic, convalescent home, rest home, nursing home for the aged, drug addicts or alcoholics.

"Injuries" means accidental bodily injuries received while the Insured is covered under the policy or certificate which result independently of sickness and all other causes, in a loss described in the Benefits Provision(s) and Insuring Provision(s) applicable to such Insured. The Plan of Insurance specifies the Benefit Provision(s) and Insuring Provision(s) applicable to the Insured. Benefits are payable for an Insured's injuries under only one Insuring Provision for any one accident.

"Intoxicated" means a blood alcohol level which equals or exceeds the legal limit for operating a motor vehicle in the state where the Injuries occurred.

"Legally Qualified Physician" means a physician: (a) other than the Insured; (b) practicing within the scope of his or her license; and (c) recognized as a physician in the state where the services are rendered.

"Loss of Eye or Eyes" means the total and irrecoverable loss of the entire sight thereof.

"Loss of Hand or Hands or Foot or Feet" means severance at or above the wrist or ankle joint, respectively.

"Loss of Speech and Hearing" means the total and irrecoverable loss thereof. Loss of hearing that can be corrected by the use of any hearing aid or device shall not be considered an irrecoverable loss.

"Loss of Thumb and Index Finger of the Same Hand" means severance of two or more entire phalanges of both the thumb and the index finger.

"Medical Expense" means expense incurred for Medically Necessary services and supplies ordered or prescribed by a Legally Qualified Physician. Not included are amounts in excess of the Usual and Customary Charges. Medical Expense is incurred on the date the service or supply is received.

A "Medically Necessary" service or supply means one which: (a) is recommended by the attending Legally Qualified Physician; (b) is appropriate and consistent with the diagnosis in accord with accepted standards of community practice; and (c) could not have been omitted without adversely affecting the Insured's condition or the quality of medical care.

"Off-season Physical Conditioning" means a physical conditioning activity, which is not the play or practice of the insured sport, that is officially scheduled and authorized by a regularly employed coach and trainer.

"Physician's Assistant (PA)" is a PA, other than the insured, trained and licensed to provide basic medical services.

"Usual and Customary Charges" means those comparable charges for similar treatment, services and supplies in the geographic area where treatment is performed.

PART B. COVERAGE

The Insured is covered for Injuries received while insured under this provision. Such Injuries must be received while: (a) participating in play or practice of an intercollegiate sport, as specified in the Plan of Insurance, sponsored or supervised by the Accountholder; (b) participating in play only of a participating sport, to include intramural, as specified in the Plan of Insurance, sponsored and supervised by the Accountholder; (c) traveling directly to or from play or practice of an intercollegiate sport, as specified in the Plan of Insurance, as a team or member of a group, which is sponsored and authorized by the Accountholder; or (d) off-season physical conditioning of a participating sport, not including intramural, as specified in the Plan of Insurance, sponsored and supervised by the Accountholder.

PART C. BENEFITS

Accidental Death and Dismemberment (Benefit Provision 6653M)

When, because of covered Injuries, the Insured sustains any of the following losses within 365 days after the date of the accident, benefits will be paid as follows:

Loss of Life	Principal Sum
Loss of Both Feet, Both Hands or Both Eyes	Principal Sum
Loss of One Hand and One Foot	Principal Sum
Loss of One Hand and One Eye or One Foot and One Eye	Principal Sum
Loss of One Hand, One Foot or One Eye	One-half Principal Sum
Loss of Speech and Hearing	Principal Sum
Loss of Speech or Hearing	One-half Principal Sum
Loss of Thumb and Index Finger of the Same Hand	One-fourth Principal Sum

Only one of the amounts shown above (the largest applicable) will be paid for covered Injuries resulting from one accident. The benefit for loss of: (a) two limbs; (b) both eyes; (c) one limb and one eye; (d) speech and hearing; or (e) thumb and index finger of the same hand is payable only when such double loss is the result of the same accident.

Heart or Circulatory Malfunction Death Benefit (Benefit Provision 00M1M)

If an Insured suffers Loss of Life resulting from Heart or Circulatory Malfunction (as defined), within 90 days from the date of participating in a scheduled game or supervised practice relating to the first diagnosis, we will pay, on behalf of the Insured, a lump-sum benefit will be paid. The Benefit Amount is specified in the Plan of Insurance.

Accident Medical Expense Benefits (Benefit Provision 6425M Rev 04-10)

When covered Injuries result in treatment by a Legally Qualified Physician beginning within 90 days after the date of the accident, we will pay the Medical Expense incurred in excess of the Medical Deductible, if any. Benefits shall not exceed the Usual and Customary Charges. Eligible Medical Expenses are as follows:

- (a) Treatment by a Legally Qualified Physician;
- (b) Care or services from a Hospital or Ambulatory Surgical Center;
- (c) Services from a registered graduate nurse (RN or LPN) not related to the Insured by blood or marriage;
- (d) Professional ambulance service;
- (e) Orthopedic appliances;
- (f) Treatment by a physical therapist
- (g) Treatment by a Physician's Assistant (PA).

Only covered Medical Expense incurred by the Insured within 104 weeks from the date of the accident is covered. Benefits for any one accident shall not exceed, in the aggregate, the Medical Benefit. The Medical Benefit and Medical Deductible are specified in the Plan of Insurance.

Full Excess Coverage (Amendment Rider 6925M)

Benefits for Medical Expense will be paid only for such expense which is not recoverable from any other insurance policy, service contract or workers' compensation.

Expanded Medical Coverage (Amendment Rider 00K3M)

The policy definition for "Injuries" is hereby expanded to include conditions which result from other than accidental bodily injury, provided such conditions are a result of the practice and play of a covered athletic activity and the student-athlete has been released to participate in practice or play by a legally qualified physician.

The conditions mentioned above include wear and tear (loss and damage caused by overuse) of a body part due to the play and practice of a covered athletic activity.

**PART D. FACILITY OF PAYMENT
(Amendment Rider 6926M)**

In the absence of a written assignment of benefits, all or a portion of any medical benefits provided by the policy or certificate may be reimbursed to the provider rendering the treatment or service. Such payment will be at our option.

**PART E. AIR AGGREGATE LIMIT OF INDEMNITY
(Amendment Rider 871MS-EZ)**

Our aggregate limit of indemnity under the policy for all covered loss of life, limb or sight sustained as a result of the same air travel accident by all Insureds involved in such accident shall not exceed the aggregate limit specified in the Plan of Insurance.

If the above aggregate limit is insufficient to pay the full amount specified for all Insureds involved in the same accident; then the amount of indemnity payable for covered losses sustained by each insured person shall be in the proportion that said aggregate limit bears to the total amount of indemnity that would have been payable except for said aggregate limit.

PART F. EXCLUSIONS AND LIMITATIONS

No coverage is provided for: (a) suicide, attempted suicide or intentionally self-inflicted injury while sane or insane (in Missouri, while sane only); (b) injuries caused by an act of declared or undeclared war; (c) injuries received while in the armed service (upon notice to us of entry into an armed service, the pro rata premium will be refunded); (d) injuries received while acting as a pilot or crew member; (e) injuries received while traveling as a passenger by air, except as specifically defined in this provision; (f) injuries resulting from the Insured's engagement in or attempt to commit a felony or being engaged in an illegal occupation; (g) injuries received while under the influence of any controlled substance, unless administered on the advice of a legally qualified physician; (h) injuries received while intoxicated as specifically defined in this provision; (i) the cost of eyeglasses, contact lenses or examinations for either; (j) the cost of dental treatment, except as specifically provided for Injuries to sound, natural teeth; or (k) Injuries covered by workers' compensation or employer's liability laws.

PART G. GENERAL PROVISIONS

1. **Individual Terminations:** Unless otherwise specified in the Plan of Insurance, the insurance of any Insured will terminate on whichever of the following dates occurs first: (a) the date the Insured ceases to be within the classes of persons eligible for coverage under this policy, (b) the date that any premium for the Insured's insurance is due and unpaid or (c) the date this policy terminates.

2. **Change in Coverage:** Any change in an Insured's coverage because of a change in classification will become effective as specified in the Plan of Insurance.

3. **Reinstatement or Reenrollment:** If the Insured's insurance is terminated for any reason, then again made effective through reinstatement or reenrollment, only covered loss resulting from covered injuries received after the date of reinstatement or reenrollment will be covered.

4. **Notice of Claim:** Written notice of claim must be given to the Company within ninety days after the occurrence or commencement of any loss covered by the policy, or as soon thereafter as reasonably possible. Notice given by or on behalf of the Insured or the beneficiary to the Company at Omaha, Nebraska, or to any authorized agent of the Company, with information sufficient to identify the Insured, shall be deemed notice to the Company.

5. **Claim Forms:** The Company, upon receipt of a notice of claim, will furnish to the claimant such forms as are usually furnished by it for filing proofs of loss. If such forms are not furnished within fifteen days after the giving of such notice the claimant shall be deemed to have complied with the requirements of this policy as to proof of loss upon submitting, within the time fixed in the policy for filing proofs of loss, written proof covering the occurrence, the character and the extent of the loss for which claim is made.

6. **Proofs of Loss:** Written proof of loss must be furnished to the Company at its said office in case of claim for loss for which this policy provides any periodic payment contingent upon continuing loss within ninety days after the termination of the period for which the Company is liable and in case of claim for any other loss within ninety days after the date of such loss. Failure to furnish such proof within the time required shall not invalidate nor reduce 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, later than one year from the time proof is otherwise required.

7. **Time of Payment of Claims:** Periodic payment will be made in case of loss of time for which benefits accrue during a period of more than one month. Indemnities payable under this policy for any loss other than loss for which this policy provides any periodic payment will be paid immediately upon receipt of due written proof of such loss. Subject to due written proof of loss, all accrued indemnity for loss for which this policy provides periodic payment will be paid at the expiration of each month and any balance remaining unpaid upon the termination of liability will be paid immediately upon receipt of due written proof.

8. **Payment of Claims:** Indemnity for loss of life of the Insured will be payable in accordance with the beneficiary designation and the provisions respecting such payment which may be prescribed herein and effective at the time of payment. If no such designation or provision is then effective, such indemnity shall be payable to the estate of the Insured. Any other accrued indemnities unpaid at the Insured's death may, at the option of the Company, be paid either to such beneficiary or to such estate. All other indemnities will be payable to the Insured.

If any indemnity of this policy shall be payable to the estate of the Insured, or to an Insured or beneficiary who is a minor or otherwise not competent to give a valid release, the Company may pay such indemnity, up to an amount not exceeding \$1,000.00, to any relative by blood or connection by marriage of the Insured or beneficiary who is deemed by the Company to be equitably entitled thereto. Any payment made by the Company in good faith pursuant to this provision shall fully discharge the Company to the extent of such payment.

9. **Physical Examinations and Autopsy:** The Company at its own expense shall have the right and opportunity to examine the person of anyone covered under this policy when and as often as it may reasonably require during the pendency of a claim hereunder and to make an autopsy in case of death where it is not forbidden by law.

10. **Legal Actions:** No action at law or in equity shall be brought to recover on this policy prior to the expiration of sixty days after written proof of loss has been furnished in accordance with the requirements of this policy. No such action shall be brought after the expiration of three years after the time written proof of loss is required to be furnished.

11. **Change of Beneficiary; Assignment:** Unless the Insured makes an irrevocable designation of beneficiary, the right to change of beneficiary is reserved to the Insured and the consent of the beneficiary or beneficiaries shall not be requisite to surrender or assignment of this policy or to any change of beneficiary or beneficiaries, or to any other changes in this policy.

12. **Conformity With State Statutes:** Any provision of the policy which, on its effective date, is in conflict with the statutes of the state in which the Accountholder is located on such date is hereby amended to conform to the minimum requirements of such statutes.

13. **Grace Period:** Premiums must be paid on or before the date they are due or during the 31-day grace period that follows. This coverage stays in force during the grace period. A grace period always applies unless we inform the Accountholder that it does not apply.

14. **Cancellation:** After this coverage has been in force for one year, it may be canceled at any time, by either the Accountholder or us, with written notice to the other stating the date and hour cancellation becomes effective. We shall give 60 days' prior notice to cancellation. Upon cancellation any unearned premium shall be returned.

Underwritten by Mutual of Omaha Insurance Company • Home Office: Omaha, Nebraska

Term of Coverage

August 1, 2014 to August 1, 2015

Accountholder: **Cheyney University**
1837 University Circle, Box 392
Cheyney, PA 19319

Account Number: **T5MP-051085-178**

PLAN OF INSURANCE

Term of Coverage: August 1, 2014 to August 1, 2015

Aggregate Limit: \$1,000,000.00 (Air Accidents only)

Eligibility: Class 1: All Intercollegiate Student Athletes, Student Coaches, Student Managers, and Student Trainers.

Class 2: Student Cheerleaders.

Class 3: Prospective student athletes while on campus during a visit for which the athlete was invited by the Accountholder.

Class 4: Up to two chaperones of prospective athletes insured under Class 3, while the chaperones are on campus during a visit by the athlete, in any combination of the following:

- 1) legal guardian;
- 2) spouse;
- 3) parents;
- 4) siblings,
- 5) grandparents; and
- 6) aunts/uncles

whose names are reported to, and on file with, the Accountholder prior to a prospective student athlete's visit.

Covered Event: **Men's Intercollegiate Sports:** Basketball, Cross Country Running, Fall & Spring Football, Student Coaches, Student Managers, Student Trainers, Tennis, Track & Field.

Women's Intercollegiate Sports: Basketball, Cheerleading, Cross Country Running, Student Coaches, Student Managers, Student Trainers, Tennis, Track & Field, Volleyball.

Class 1: Coverage is only effective for events and activities that are authorized by, organized by or directly supervised by an official representative of the Accountholder. Coverage is not provided for activities that are not directly a part of an intercollegiate sport, such as camps, clinics and other events not conducted by the Accountholder.

Class 2: Coverage is only effective for activities performed as part of the cheer unit for an intercollegiate sport team competition authorized by, organized by and directly supervised by an official coach or advisor of the Accountholder. Practice sessions and pep rallies are also qualifying events when: a) authorized by, organized by and directly supervised by an official coach or advisor of the Accountholder, other than an Insured; and b) in preparation for an intercollegiate sport team competition. Coverage does not include any activities that are not directly associated with the activities of an intercollegiate sport team, such as camps, clinics, competitions, fund-raisers, alumni events and other events not conducted by the Accountholder.

Class 3 & 4: For prospective athletes and their chaperones, coverage is only effective for activities during, and directly related to, a visit for which the athlete was invited by the Accountholder. Travel coverage is only effective for activities conducted under the direct supervision of an official representative of the Accountholder.

Effective Date of Individual Insurance: The effective date of individual insurance shall be the policy date or 12:01 am the day following the date notice from the Accountholder to the Company is postmarked or the date specified by the Accountholder, whichever is later.

Individual Terminations: (General Provision No. 1 applies if this space is left blank)

Change in Coverage: Any change in an Insured's coverage because of a change in class will become effective on the date the person becomes eligible to be included in the class.

Benefits:

<u>A. Class</u>	<u>Insuring Provision(s) Applicable</u>	<u>Benefit Provision(s) Applicable</u>
All	00L8M Participating Sports	6653M AD & Specific Loss 00M1M Heart or Circulatory Malfunction 6425M Rev 04-10 AME

B. The amount of benefits for each Benefit Provision shown above is as follows (for all Classes unless otherwise shown):

<p>Accidental Death & Specific Loss Principal Sum Loss Period</p>	<p>Rider 6653M \$10,000.00 Loss within 365 Days of Injury</p>
<p>Heart or Circulatory Malfunction Benefit Maximum Benefit</p>	<p>Rider 00M1M \$10,000.00</p>
<p>Expanded Accident Medical Expense: Full Excess Classes 1, 2 & 3 Medical Benefit Maximum Class 4 Medical Benefit Maximum Accident Medical Deductible-Reducing* Loss Period Benefit Period</p>	<p>Rider 6425M Rev 04-10 /00K3M/ 6925M \$75,000.00 per Injury \$10,000.00 per Injury \$2,500.00 Initial treatment received within 90 days of Injury Benefits payable for 104 weeks from accident date</p>
<p>Durable Medical Equipment Benefit Maximum Benefit Amount</p>	<p>100% of Usual & Customary subject to Accident Medical Maximum</p>
<p>Dental Expense Benefit Maximum Benefit Amount</p>	<p>100% of Usual & Customary subject to Accident Medical Maximum</p>
<p>Orthopedic Appliances Maximum Benefit Amount</p>	<p>100% of Usual & Customary subject to Accident Medical Maximum</p>
<p>Outpatient Physical Therapy Benefits Maximum Benefit Per Injury</p>	<p>100% of Usual & Customary subject to Accident Medical Maximum</p>
<p>Prescription Drug Benefit Maximum Benefit Per Injury</p>	<p>100% of Usual & Customary subject to Accident Medical Maximum</p>
<p>Air/Ground Ambulance Benefit Maximum Benefit Per Injury</p>	<p>100% of Usual & Customary subject to Accident Medical Maximum</p>

Coverage will include injury, re-injury or aggravation of an injury sustained prior to the effective date of the Covered Person's coverage under this policy provided the Covered Person was provided medical clearance to participate in the appropriate athletic activity of the Accountholder by the physician responsible to the Accountholder for such determination, and such re-injury or aggravation occurs in a covered activity.

When other valid and collectible insurance or plan (including HMO / PPO) denies benefits because the Insured failed to utilize, or chose not to use, an authorized medical vendor, we will pay the expense incurred that we would have paid in the absence of such other valid and collectible insurance or plan. The Insured must provide us with such proof of denial.

**Eligible medical expenses payable under any other insurance policy or service contract will be used to satisfy or reduce the Medical Deductible.*

The following riders are referenced within this Memorandum of Coverage:

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Facility of Payment Amendment Rider	6926M

Premiums: \$44,502.00 Annual

070714: bdt



MEMORANDUM OF COVERAGE

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PART A. DEFINITIONS

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"Heart or Circulatory Malfunction" means disease or illness of the heart or circulatory system which is first diagnosed and treated while the Insured's coverage under the policy or certificate is in force and occurs in a scheduled game or supervised practice, within 24 hours after participation; and the Insured has not before such participation been medically advised of/or has received any medical treatment for such heart or circulatory malfunction.

"Hospital" means a place licensed (if licensing is required by law) as a hospital and operated for the care and treatment of resident inpatients with a registered graduate nurse always on duty or on call and with a laboratory and an operating room (both on the premises) where surgical operations are performed by persons legally qualified to do so. In no event shall the term "hospital" mean an institution or that part of an institution which is used principally as a clinic, convalescent home, rest home, nursing home for the aged, drug addicts or alcoholics.

"Injuries" means accidental bodily injuries received while the Insured is covered under the policy or certificate which result independently of sickness and all other causes, in a loss described in the Benefits Provision(s) and Insuring Provision(s) applicable to such Insured. The Plan of Insurance specifies the Benefit Provision(s) and Insuring Provision(s) applicable to the Insured. Benefits are payable for an Insured's injuries under only one Insuring Provision for any one accident.

"Intoxicated" means a blood alcohol level which equals or exceeds the legal limit for operating a motor vehicle in the state where the Injuries occurred.

"Legally Qualified Physician" means a physician: (a) other than the Insured; (b) practicing within the scope of his or her license; and (c) recognized as a physician in the state where the services are rendered.

"Loss of Eye or Eyes" means the total and irrecoverable loss of the entire sight thereof.

"Loss of Hand or Hands or Foot or Feet" means severance at or above the wrist or ankle joint, respectively.

"Loss of Speech and Hearing" means the total and irrecoverable loss thereof. Loss of hearing that can be corrected by the use of any hearing aid or device shall not be considered an irrecoverable loss.

"Loss of Thumb and Index Finger of the Same Hand" means severance of two or more entire phalanges of both the thumb and the index finger.

"Medical Expense" means expense incurred for Medically Necessary services and supplies ordered or prescribed by a Legally Qualified Physician. Not included are amounts in excess of the Usual and Customary Charges. Medical Expense is incurred on the date the service or supply is received.

A "Medically Necessary" service or supply means one which: (a) is recommended by the attending Legally Qualified Physician; (b) is appropriate and consistent with the diagnosis in accord with accepted standards of community practice; and (c) could not have been omitted without adversely affecting the Insured's condition or the quality of medical care.

"Off-season Physical Conditioning" means a physical conditioning activity, which is not the play or practice of the insured sport, that is officially scheduled and authorized by a regularly employed coach and trainer.

"Physician's Assistant (PA)" is a PA, other than the insured, trained and licensed to provide basic medical services under the supervision of a Legally Qualified Physician.

"Usual and Customary Charges" means those comparable charges for similar treatment, services and supplies in the geographic area where treatment is performed.

PART B. COVERAGE

The Insured is covered for Injuries received while insured under this provision. Such Injuries must be received while:
(a) participating in play or practice of an intercollegiate sport, as specified in the Plan of Insurance, sponsored or supervised by the Accountholder; (b) participating in play only of a participating sport, to include intramural, as specified in the Plan of Insurance, sponsored and supervised by the Accountholder; (c) traveling directly to or from play or practice of an intercollegiate sport, as specified in the Plan of Insurance, as a team or member of a group, which is sponsored and authorized by the Accountholder; or (d) off-season physical conditioning of a participating sport, not including intramural, as specified in the Plan of Insurance, sponsored and supervised by the Accountholder.

PART C. BENEFITS

Accidental Death and Dismemberment (Benefit Provision 6653M)

When, because of covered Injuries, the Insured sustains any of the following losses within 365 days after the date of the accident, benefits will be paid as follows:

Loss of Life	Principal Sum
Loss of Both Feet, Both Hands or Both Eyes	Principal Sum
Loss of One Hand and One Foot	Principal Sum
Loss of One Hand and One Eye or One Foot and One Eye	Principal Sum
Loss of One Hand, One Foot or One Eye	One-half Principal Sum
Loss of Speech and Hearing	Principal Sum
Loss of Speech or Hearing	One-half Principal Sum
Loss of Thumb and Index Finger of the Same Hand	One-fourth Principal Sum

Only one of the amounts shown above (the largest applicable) will be paid for covered Injuries resulting from one accident. The benefit for loss of: (a) two limbs; (b) both eyes; (c) one limb and one eye; (d) speech and hearing; or (e) thumb and index finger of the same hand is payable only when such double loss is the result of the same accident.

Heart or Circulatory Malfunction Death Benefit (Benefit Provision 00M1M)

If an Insured suffers Loss of Life resulting from Heart or Circulatory Malfunction (as defined), within 90 days from the date of participating in a scheduled game or supervised practice relating to the first diagnosis, we will pay, on behalf of the Insured, a lump-sum benefit will be paid. The Benefit Amount is specified in the Plan of Insurance.

Accident Medical Expense Benefits (Benefit Provision 6425M Rev. 04-10)

When covered Injuries result in treatment by a Legally Qualified Physician beginning within 90 days after the date of the accident, we will pay the Medical Expense incurred in excess of the Medical Deductible, if any. Benefits shall not exceed the Usual and Customary Charges. Eligible Medical Expenses are as follows:

- (a) Treatment by a Legally Qualified Physician;
- (b) Care or services from a Hospital or Ambulatory Surgical Center;
- (c) Services from a registered graduate nurse (RN or LPN) not related to the Insured by blood or marriage;
- (d) Professional ambulance service;
- (e) Orthopedic appliances;
- (f) Treatment by a physical therapist;
- (g) Treatment by a Physician's Assistant (PA).

Only covered Medical Expense incurred by the Insured within 104 weeks from the date of the accident is covered. Benefits for any one accident shall not exceed, in the aggregate, the Medical Benefit. The Medical Benefit and Medical Deductible are specified in the Plan of Insurance.

Full Excess Coverage (Amendment Rider 6925M)

Benefits for Medical Expense will be paid only for such expense which is not recoverable from any other insurance policy, service contract or workers' compensation.

Expanded Medical Coverage (Amendment Rider 00K3M)

The policy definition for "Injuries" is hereby expanded to include conditions which result from other than accidental bodily injury, provided such conditions are a result of the practice and play of a covered athletic activity and the student-athlete has been released to participate in practice or play by a legally qualified physician.

The conditions mentioned above include wear and tear (loss and damage caused by overuse) of a body part due to the play and practice of a covered athletic activity.

**PART D. FACILITY OF PAYMENT
(Amendment Rider 6926M)**

In the absence of a written assignment of benefits, all or a portion of any medical benefits provided by the policy or certificate may be reimbursed to the provider rendering the treatment or service. Such payment will be at our option.

**PART E. AIR AGGREGATE LIMIT OF INDEMNITY
(Amendment Rider 871MS-EZ)**

Our aggregate limit of indemnity under the policy for all covered loss of life, limb or sight sustained as a result of the same air travel accident by all Insureds involved in such accident shall not exceed the aggregate limit specified in the Plan of Insurance.

If the above aggregate limit is insufficient to pay the full amount specified for all Insureds involved in the same accident; then the amount of indemnity payable for covered losses sustained by each insured person shall be in the proportion that said aggregate limit bears to the total amount of indemnity that would have been payable except for said aggregate limit.

PART F. EXCLUSIONS AND LIMITATIONS

No coverage is provided for: (a) suicide, attempted suicide or intentionally self-inflicted injury while sane or insane (in Missouri, while sane only); (b) injuries caused by an act of declared or undeclared war; (c) injuries received while in the armed service (upon notice to us of entry into an armed service, the pro rata premium will be refunded); (d) injuries received while acting as a pilot or crew member; (e) injuries received while traveling as a passenger by air, except as specifically defined in this provision; (f) injuries resulting from the Insured's engagement in or attempt to commit a felony or being engaged in an illegal occupation; (g) injuries received while under the influence of any controlled substance, unless administered on the advice of a legally qualified physician; (h) injuries received while intoxicated as specifically defined in this provision; (i) the cost of eyeglasses, contact lenses or examinations for either; (j) the cost of dental treatment, except as specifically provided for Injuries to sound, natural teeth; or (k) Injuries covered by workers' compensation or employer's liability laws.

PART G. GENERAL PROVISIONS

1. **Individual Terminations:** Unless otherwise specified in the Plan of Insurance, the insurance of any Insured will terminate on whichever of the following dates occurs first: (a) the date the Insured ceases to be within the classes of persons eligible for coverage under this policy, (b) the date that any premium for the Insured's insurance is due and unpaid or (c) the date this policy terminates.

2. **Change in Coverage:** Any change in an Insured's coverage because of a change in classification will become effective as specified in the Plan of Insurance.

3. **Reinstatement or Reenrollment:** If the Insured's insurance is terminated for any reason, then again made effective through reinstatement or reenrollment, only covered loss resulting from covered injuries received after the date of reinstatement or reenrollment will be covered.

4. **Notice of Claim:** Written notice of claim must be given to the Company within twenty days after the occurrence or commencement of any loss covered by the policy, or as soon thereafter as reasonably possible. Notice given by or on behalf of the Insured or the beneficiary to the Company at Omaha, Nebraska, or to any authorized agent of the Company, with information sufficient to identify the Insured, shall be deemed notice to the Company.

5. **Claim Forms:** The Company, upon receipt of a notice of claim, will furnish to the claimant such forms as are usually furnished by it for filing proofs of loss. If such forms are not furnished within fifteen days after the giving of such notice the claimant shall be deemed to have complied with the requirements of this policy as to proof of loss upon submitting, within the time fixed in the policy for filing proofs of loss, written proof covering the occurrence, the character and the extent of the loss for which claim is made.

6. **Proofs of Loss:** Written proof of loss must be furnished to the Company at its said office in case of claim for loss for which this policy provides any periodic payment contingent upon continuing loss within ninety days after the termination of the period for which the Company is liable and in case of claim for any other loss within ninety days after the date of such loss. Failure to furnish such proof within the time required shall not invalidate nor reduce 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, later than one year from the time proof is otherwise required.

7. **Time of Payment of Claims:** Periodic payment will be made in case of loss of time for which benefits accrue during a period of more than one month. Indemnities payable under this policy for any loss other than loss for which this policy provides any periodic payment will be paid immediately upon receipt of due written proof of such loss. Subject to due written proof of loss, all accrued indemnity for loss for which this policy provides periodic payment will be paid at the expiration of each month and any balance remaining unpaid upon the termination of liability will be paid immediately upon receipt of due written proof.

8. **Payment of Claims:** Indemnity for loss of life of the Insured will be payable in accordance with the beneficiary designation and the provisions respecting such payment which may be prescribed herein and effective at the time of payment. If no such designation or provision is then effective, such indemnity shall be payable to the estate of the Insured. Any other accrued indemnities unpaid at the Insured's death may, at the option of the Company, be paid either to such beneficiary or to such estate. All other indemnities will be payable to the Insured.

If any indemnity of this policy shall be payable to the estate of the Insured, or to an Insured or beneficiary who is a minor or otherwise not competent to give a valid release, the Company may pay such indemnity, up to an amount not exceeding \$1,000.00, to any relative by blood or connection by marriage of the Insured or beneficiary who is deemed by the Company to be equitably entitled thereto. Any payment made by the Company in good faith pursuant to this provision shall fully discharge the Company to the extent of such payment.

9. **Physical Examinations and Autopsy:** The Company at its own expense shall have the right and opportunity to examine the person of anyone covered under this policy when and as often as it may reasonably require during the pendency of a claim hereunder and to make an autopsy in case of death where it is not forbidden by law.

10. **Legal Actions:** No action at law or in equity shall be brought to recover on this policy prior to the expiration of sixty days after written proof of loss has been furnished in accordance with the requirements of this policy. No such action shall be brought after the expiration of three years after the time written proof of loss is required to be furnished.

11. **Change of Beneficiary; Assignment:** Unless the Insured makes an irrevocable designation of beneficiary, the right to change of beneficiary is reserved to the Insured and the consent of the beneficiary or beneficiaries shall not be requisite to surrender or assignment of this policy or to any change of beneficiary or beneficiaries, or to any other changes in this policy.

12. **Conformity With State Statutes:** Any provision of the policy which, on its effective date, is in conflict with the statutes of the state in which the Accountholder is located on such date is hereby amended to conform to the minimum requirements of such statutes.

13. **Grace Period:** Premiums must be paid on or before the date they are due or during the 31-day grace period that follows. This coverage stays in force during the grace period. A grace period always applies unless we inform the Accountholder that it does not apply.

14. **Cancellation:** After this coverage has been in force for one year, it may be canceled at any time, by either the Accountholder or us, with written notice to the other stating the date and hour cancellation becomes effective. We shall give 60 days' prior notice to cancellation. Upon cancellation any unearned premium shall be returned.

Underwritten by Mutual of Omaha Insurance Company • Home Office: Omaha, Nebraska

Term of Coverage

August 1, 2015 to August 1, 2016

SCHEDULE

SPONSORING ORGANIZATON GROUP NO.: SR2014IN-051085-178

SPONSORING ORGANIZATON INFORMATION:

Cheyney University
1837 University Circle, Box 392
Cheyney, PA 19319

Effective Date: August 1, 2015

Expiration Date: August 1, 2016

ELIGIBILITY:

Class 1: All Intercollegiate Student Athletes, Student Coaches, Student Managers, Student Trainers.

Class 2: Student Cheerleaders.

Class 3: Prospective athletes while on campus during an official visit for which the athlete was invited by the Sponsoring Organization.

Class 4: Up to two chaperones of prospective athletes insured under Class 3, while the chaperones are on campus during an official visit by the athlete, in any combination of the following:

- 1) legal guardian;
- 2) spouse;
- 3) parents;
- 4) siblings,
- 5) grandparents; and
- 6) aunts/uncles

whose names are reported to, and on file with, the Sponsoring Organization prior to a prospective athlete's official visit.

SCOPE OF COVERAGE:

<u>Class</u>	<u>Insured Risk</u>	<u>Benefits</u>
1 & 2	Activity Coverage (IRACTATH015)	AD&D (ADDPERC001) Heart or Circulatory Malfunction (HRTCIRMAL001) AME (AMEICS001)
3	Activity Coverage (IRACTATH016)	AD&D (ADDPERC001) Heart or Circulatory Malfunction (HRTCIRMAL001) AME (AMEICS001)
4	Activity Coverage (IRACT071)	AD&D (ADDPERC001) AME (AMEICS001)

COVERED ACTIVITIES:

Men's Intercollegiate Sports: Basketball, Cross Country Running, Fall & Spring Football, Student Coaches, Student Managers, Student Trainers, Tennis, Track/Field.

Women's Intercollegiate Sports: Basketball, Cheerleading, Cross Country Running, Student Coaches, Student Managers, Student Trainers, Tennis, Track/Field, Volleyball.

Class 1: Coverage is only effective for events and activities that are authorized by, organized by or directly supervised by an official representative of the Sponsoring Organization. Coverage is not provided for activities that are not directly a part of an intercollegiate sport, such as camps, clinics and other events not conducted by the Sponsoring Organization.

Class 2: Coverage is only effective for activities performed as part of the cheer unit for an intercollegiate sport team competition authorized by, organized by and directly supervised by an official coach or advisor of the Sponsoring Organization. Practice sessions and pep rallies are also qualifying events when: a) authorized by, organized by and directly supervised by an official coach or advisor of the Sponsoring Organization, other than an Insured; and b) in preparation for an intercollegiate sport team competition. Coverage does not include any activities that are not directly associated with the activities of an intercollegiate sport team, such as camps, clinics, competitions, fundraisers, alumni events and other events not conducted by the Sponsoring Organization unless the expanded cheerleading coverage has been purchased and made a part of the Memorandum of Coverage.

Classes 3 & 4: Coverage is only effective for activities during, and directly related to, an official visit for which the athlete was invited by the Sponsoring Organization. Travel coverage is only effective for activities conducted under the direct supervision of an official representative of the Sponsoring Organization.

BENEFITS:

Accidental Death & Specific Loss Air Only Aggregate Limit of Liability (TBAGGLIM001) \$1,000,000.00

Accidental Death & Specific Loss **(ADDPERC001)**
 Principal Sum Amount \$10,000.00
 Loss Period Loss within 365 Days of Injury

Heart or Circulatory Malfunction (Classes 1, 2 & 3 Only) **(HRTCIRMAL001)**
 Maximum Benefit Amount – Loss of Life \$10,000.00
 Malfunction Loss Period Within 24 hours after Participation
 Loss Period – Loss of Life 90 Days from the accident date

Full Excess Medical Expense for Accident (includes Expanded Medical & Re-Injury) **(AMEICS001) & (TBFE001)**
 Classes 1, 2 & 3 Medical Expense Maximum \$75,000.00 per Injury
 Class 4 Medical Expense Maximum \$10,000.00 per Injury
 Accident Medical Deductible (Reducing) \$5,000.00
 Loss Period Initial treatment received within 90 days of accident date
 Benefit Period Benefits payable for 104 weeks from accident date

ANNUAL PREMIUM: **\$36,229.00**

080615:bd

MUTUAL OF OMAHA INSURANCE COMPANY

Mutual of Omaha Plaza, Omaha, NE 68175



MEMORANDUM OF COVERAGE

This Memorandum of Coverage is issued to National Collegiate Athletic Association (NCAA) ("the Policyholder") under Master Policy SR2014IN-P-051085-000.

This Memorandum of Coverage is a legal contract between the Sponsoring Organization and Us. It is issued in consideration of payment of premiums.

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

We agree to pay benefits subject to the terms, conditions, and limitations of this Memorandum of Coverage.

THIS IS A BLANKET LIMITED ACCIDENT MEMORANDUM OF COVERAGE.

READ IT CAREFULLY.

BENEFITS ARE NOT PAYABLE FOR LOSS DUE TO SICKNESS.

THIS MEMORANDUM OF COVERAGE IS NOT A MEDICARE SUPPLEMENT POLICY.

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

M51085_0315
POLICY FORM SR2014 IN

INSURED RISKS

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

ACTIVITY COVERAGE (IRACTATH015)

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

- attending or participating in a Sponsored or Supervised Activity;
- participating in regularly scheduled athletic games or competition or practice sessions for the sports specified in the Schedule;
- participating in Off-season Physical Conditioning for the sport(s) specified in the Schedule;
- traveling as part of a group in transportation authorized or arranged by the Sponsoring Organization.

ACTIVITY COVERAGE (IRACTATH016)

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

- attending or participating in a Sponsored or Supervised Activity;
- participating in regularly scheduled athletic games or competition or practice sessions for the sports specified in the Schedule;
- traveling as part of a group in transportation authorized or arranged by the Sponsoring Organization.

ACTIVITY COVERAGE (IRACT071)

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

- attending or participating in a Sponsored or Supervised Activity;
- traveling as part of a group in transportation authorized or arranged by the Sponsoring Organization.

ELIGIBILITY FOR BENEFITS

ELIGIBILITY

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

WHEN INSURANCE BEGINS

Insurance for an Insured begins on the later of:

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

CHANGE IN COVERAGE

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

WHEN INSURANCE ENDS

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

- the Insured is no longer eligible;
- any premium for the Insured is due and unpaid, subject to the Grace Period provision; or
- this policy is terminated.

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

DESCRIPTION OF BENEFITS

ACCIDENTAL DEATH AND SPECIFIC LOSS BENEFIT (ADDPERC001)

If an Insured suffers a loss listed below from an Accident within the Loss Period stated in the Schedule, We will pay the benefit opposite the Loss. If the Insured sustains more than one loss as the result of one Accident, We will pay only the largest benefit to which the Insured is entitled.

The Principal Sum is shown in the Schedule.

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

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

HEART OR CIRCULATORY MALFUNCTIONS BENEFIT (HRTCIRMAL001)

We will pay Heart or Circulatory Malfunctions Benefits to an Insured if the Insured receives medical treatment for a Heart or Circulatory Malfunction.

Benefits are subject to the Malfunction Loss Period shown in the Schedule.

We will pay the applicable benefits shown in the Schedule.

Loss of Life Benefit

We will pay the Loss of Life benefit shown in the Schedule if the Heart or Circulatory Malfunction results in the Insured's death within the Loss Period of participation in a Sponsored or Supervised Activity which caused the malfunction.

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

MEDICAL EXPENSE FOR ACCIDENT BENEFIT (AMEICS001)

We will pay the following Medical Expenses incurred as a result of an Accident. The Medical Expense Maximum and any applicable sub-limit amounts are shown in the Schedule.

1. Hospital room and board charges, up to the average semi-private daily room rate, for each day in the Hospital;
2. Intensive Care Unit charges are payable in lieu of payment for Hospital room and board charges for each day the Insured is confined in an intensive care unit;
3. Hospital miscellaneous charges during a hospital confinement. Miscellaneous charges do not include charges for telephone, radio or television, extra beds or cots, meals for guests, take-home items, or other convenience items;
4. outpatient charges by a Hospital for:
 - emergency room treatment. Treatment must be received within 72 hours of the Accident;
 - emergency room physician; or
 - use of surgical facilities;
5. surgical charges for the primary performance of a surgical procedure by a Physician subject to the following:

- if bilateral or multiple surgical procedures are performed by one Physician, We will pay the Medical Expenses for the primary procedure;
 - for each procedure that is not the primary procedure performed through the same incision as the primary procedure, we will pay 50% of the amount otherwise payable if the additional procedure were the primary procedure;
 - if multiple surgical procedures are performed during the same operating session, reimbursement shall be based upon, 100% of Allowable Expense for the primary procedure, 50% of Allowable Expense for the secondary procedure and 25% of Allowable Expense for the third and subsequent procedures;
 - any procedure that would not be an integral part of the primary procedure or is unrelated to the diagnosis will be considered incidental and no benefits will be provided for such procedure;
 - if multiple unrelated surgical procedures are performed by two or more Physicians on separate operative fields, benefits will be based on the Medical Expenses for each Physician's primary procedure; and
 - if two or more Physicians perform a procedure that is normally performed by one Physician, We will only pay the Medical Expenses for the primary Physician;
6. charges for a second surgical opinion or consultation by a Physician;
 7. surgical charges for assistant surgeon duties will be reimbursed at 25% of the allowable for surgery codes that have been assigned an assistant surgery indicator by the Centers for Medicare & Medicaid Services;
 8. charges for anesthesia and its administration for surgery;
 9. Physician's charges for other than pre- or post-operative care for in-Hospital visits or office visits;
 10. charges for, including Physician's charges for reading or interpreting the results of, Laboratory Tests and diagnostic imaging including X-Ray, MRI, or CAT Scan;
 11. charges for nursing services, other than routine Hospital care, by or under the supervision of a Nurse;
 12. treatment of the spine by manual or mechanical means;
 13. charges for Durable Medical Equipment;
 14. charges for physiotherapy which includes:
 - adjustment;
 - diathermy;
 - heat treatment;
 - manipulation;
 - microtherm;
 - ultrasonic;
 15. Ambulance Service (Surface) and Ambulance Service (Air);
 16. Orthopedic Appliances and prosthetics, not including replacements;
 17. Prescription Drugs;
 18. dental expense for sound natural teeth; and
 19. other Medical Expenses as noted in the Schedule.

EXCLUSIONS (EXICS001)

We will not pay benefits for a loss due to or expenses incurred for:

1. intentionally self-inflicted injury, suicide while sane or insane;
2. voluntary self-administration of any drug or chemical substance not prescribed by or not taken according to the directions of the Insured's Physician;
3. treatment for alcoholism or drug addiction;
4. Injury caused by, attributable to, or resulting from the Insured's Intoxication;
5. Injury caused by, attributable to, or resulting from the Insured's use of a Controlled Substance unless administered on the advice of a Physician and taking the prescribed dosage;
6. operating a motor vehicle under the influence of a Controlled Substance unless administered on the advice of a Physician and taking the prescribed dosage;
7. operating a motor vehicle while having a blood alcohol level that equals or exceeds the legal limit for operating a motor vehicle in the state or jurisdiction where the Injury occurred;
8. commitment of or an attempt to commit a felony, or engagement in an illegal activity;
9. participation in a riot or insurrection;
10. any Injury that results from fighting, brawling, assault or battery;
11. an act of declared or undeclared war;
12. active duty service in any Armed Forces;
13. operating, learning to operate, or serving as a pilot or crew member of any aircraft;

14. mountaineering (engaging in the sport of scaling mountains generally requiring the use of picks, ropes, or other special equipment);
15. parachuting, except for self-preservation;
16. snow skiing, scuba diving, bob-sledding, bungee jumping, ballooning, flight in an ultralight aircraft, sky diving, hang-gliding, glider flying, sailplaning, or parasailing;
17. participation in professional or amateur racing;
18. injuries associated with activities or travel outside the United States;
19. sickness, disease, bodily or mental infirmity or medical or surgical treatment thereof, bacterial or viral infection, regardless of how contracted. This does not exclude bacterial infection that is the natural and foreseeable result of an Injury or accidental food poisoning;
20. dental treatment or dental X-rays, except as otherwise provided, and only when Injury occurs to sound natural teeth;
21. orthodontic braces or appliances;
22. any loss for which benefits are paid under state or federal worker's compensation, employers' liability, or occupational disease law;
23. treatment in any Veterans Administration or federal Hospital, unless there is a legal obligation to pay;
24. charges which the Insured would not have to pay if the Insured did not have insurance;
25. a charge which is in excess of the Allowable Expense;
26. cosmetic surgery, except reconstructive surgery due to a covered Injury;
27. participation in semi-professional and professional sports, play or practice, or any related travel;
28. participation in practice or play of any sports activity, including travel to and from, unless specified in this policy;
29. assistant surgeon services, unless specified in this policy;
30. elective treatment or surgery that is not prescribed by a Physician and is not Medically Necessary, health treatment, or examination where no Injury is involved;
31. mental and nervous disorders;
32. Pre-existing Conditions;
33. human immunodeficiency virus (HIV), acquired immune deficiency syndrome (AIDS) or AIDS related complex (ARC);
34. infectious disease;
35. services or treatment incurred to the extent that they are paid or payable under any Other Insurance Plan;
36. services or treatment incurred to the extent that they are paid or payable under any automobile insurance policy without regard to fault. This exclusion does not apply in any state where it is prohibited;
37. Injury sustained by reason of a motor vehicle accident to the extent that benefits are paid or payable by any Other Insurance Plan;
38. any Accident in which the Insured is operating a motor vehicle without a current and valid motor vehicle operator's license (except in a driver's education program);
39. eyeglasses, contact lenses, hearing aids, or related examinations or prescriptions;
40. treatment of temporomandibular joint (TMJ) disorders involving the installation of crowns, pontics, bridges or abutments or the installation, maintenance or removal of orthodontic or occlusal appliances or equilibration therapy;

TERMS OF BENEFIT PAYMENTS

We will pay the benefits specified in the DESCRIPTION OF BENEFITS section to all Insureds who suffer a loss within the Scope of Coverage due to Injury.

When an Other Insurance Plan denies benefits because the Insured failed to utilize, or chose not to use, an authorized medical vendor, We will pay the expense incurred that We would have paid in the absence of the Other Insurance Plan. The Insured must provide Us with such proof of denial.

FULL EXCESS MEDICAL EXPENSE (TBFE001)

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

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

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

AIR ONLY AGGREGATE LIMIT OF LIABILITY (TBAGGLIM001)

The Air Only Aggregate Limit of Liability is shown in the Schedule. We will not be liable for any amount over this limit for any one air Accident. If the total amount of benefits to be paid to two or more Insureds is more than the Aggregate Limit of Liability, the benefit We will pay for each Insured's loss will be a proportionate share of the Aggregate Limit of Liability.

NON-DUPLICATION OF BENEFITS

This provision applies if an Insured:

- is covered by any Other Insurance Plan; and
- would, as a result, receive total medical expense or service benefits that would exceed the expenses actually incurred.

In this case, the Medical Expense for Accident Benefit payable under this policy will be reduced by the excess amount of benefits. The total amount of benefits payable will never exceed 100% of the Medical Expenses or service benefits.

CLAIM PROVISIONS

NOTICE OF CLAIM

We must receive written notice within 20 days after a loss occurs or begins, or as soon as reasonably possible. Notice can be given at Our home office or to Our authorized representative. Notice should include:

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

Failure to give notice within this time frame shall not invalidate nor reduce any claim.

CLAIM FORMS

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

PROOF OF LOSS

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

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

If the claim is for a continuing loss for which this policy provides periodic payments, written proof that the loss continues must be given to Us or to Our authorized representative at the intervals We require.

Physical Examination and Autopsy

We have the right to have an Insured examined at Our cost and as often as reasonably necessary while the claim is pending. We may require an autopsy at Our expense unless prohibited by law.

PAYMENT OF CLAIMS

Benefits will be paid after We receive acceptable proof of loss and confirm benefits are payable, but not later than 30 days after receipt of such proof or confirmation.

We will pay benefits other than for loss of life to the Insured, unless otherwise stated in this policy.

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

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

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

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

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

Assignment of Benefits

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

OPPORTUNITY TO REQUEST AN APPEAL

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

The request for an appeal should include:

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

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

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

AUTHORITY TO INTERPRET POLICY

By purchasing this policy, the Sponsoring Organization grants Us the discretion and the authority to construe and interpret this policy.

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

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

PREMIUM PROVISIONS

REPORTING REQUIREMENTS

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

GRACE PERIOD

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

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

If We have not been notified otherwise and the premium has not been paid, this policy will end on the date premium was due.

CHANGES IN RATES

We have the right to change the premium rates:

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

New rates based on coverage or eligibility changes will take effect on the effective date of those changes. Otherwise, we will give 31 days written notice when we change the rates. Notice will be sent to the Sponsoring Organization's most recent address in Our records.

REINSTATEMENT AFTER TERMINATION

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

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

GENERAL PROVISIONS

INSURANCE CONTRACT

The insurance contract consists of:

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

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

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

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

WORKERS COMPENSATION INSURANCE

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

SPONSORING ORGANIZATION RECORDS

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

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

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

REIMBURSEMENT/SUBROGATION

Applicability

If there is a conflict between the provisions of the Reimbursement/Subrogation section of the policy and the provisions of any Other Insurance Plan, the provisions that provide the greatest rights to Us and this policy govern.

Obligations of Insured

Relating to benefits covered by this policy, an Insured must:

- immediately notify Us of any potential causes of action or claims for a recovery that the Insured may have against a third party;
- notify Us of any agreement with a third party;
- provide Us with a copy of any summons, complaint, or other process served in any lawsuit in which the Insured seeks a recovery;
- provide Us with a copy of any agreement with a third party;
- immediately notify Us of any settlement offer regarding a potential recovery or any payment made pursuant to an agreement;
- obtain written consent from Us before entering into any agreement with a third party involving a potential recovery;
- cooperate and assist Us in enforcing Our subrogation and reimbursement rights;
- provide any information as may be requested by Us related to Our subrogation and reimbursement rights;
- assist Us in any action against any third party; and
- upon Our request, execute a subrogation agreement, assignment of recoveries, and/or reimbursement agreement in Our favor.

If a third party pays the Insured directly based on an agreement, the Insured must reimburse Us the amount of any payments We previously made to the Insured (or for which We may have future responsibility) with respect to Injury covered by this policy. The Insured must hold any recovery or payment (including amounts paid for future medical expenses) and any right of recovery against the third party in trust for Us.

An Insured may not take any action to prejudice Our rights under the policy.

Our Rights

We may:

- take action against any party (including, but not limited to, an attorney or trust) in possession of property or funds awarded or paid as a result of the Insured's Injury if such property or funds should be or should have been paid to Us under this Reimbursement/Subrogation section;
- seek a temporary restraining order against any party to prevent disbursement of any property or funds to which We have a right;
- seek restitution in equity (through the imposition of a constructive trust for Our benefit) from any party for the full amount of benefits paid by Us or for which We may have future responsibility;
- invoke equitable remedies as may be necessary to enforce the terms of the policy, including, but not limited to, specific performance, restitution and the imposition of an equitable lien and/or constructive trust, as well as injunctive relief;
- refuse to pay benefits to an Insured if the Insured fails to comply with this Reimbursement/Subrogation section, fails to cooperate with Us in regard to Our subrogation and reimbursement rights, or refuses to execute and deliver any papers that We may require in furtherance of Our subrogation and reimbursement rights;
- if the Insured fails to reimburse Us as provided in this Subrogation/Reimbursement section, offset any future benefits otherwise payable to or on behalf of the Insured, until the amount required to be reimbursed under the policy is fully offset;
- if the Insured receives a third party payment relating to expenses or benefits paid or payable by the policy, suspend all further benefit payments related to the Insured until the reimbursable portion is returned to Us or offset against amounts that would otherwise be paid to or on behalf of the Insured; and
- if an Insured fails or refuses to comply with this Reimbursement/Subrogation section, terminate the Insured's coverage.

We legally succeed the Insured's right of recovery against a third party up to the amount of benefits We have paid (or for which We may have future responsibility) with respect to the Insured's Injury. We have first priority on any money recovered from the third party, including, but not limited to, any amounts paid for medical costs over the uninsured or underinsured motorist's coverage, medical malpractice or any liability plan. Our contractual right to reimbursement is in addition to and separate from equitable

subrogation. Our contractual right of reimbursement may be enforced under the same terms as discussed in this Reimbursement/Subrogation section.

If the Insured is a minor, We have no obligation to pay benefits related to Injury or Sickness caused by a third party until after the Insured's legal representative obtains valid court recognition and approval of Our 100%, first-dollar subrogation and reimbursement rights on all recoveries, as well as approval for the execution of any papers necessary for the enforcement of these rights. If We file suit to enforce Our right to recover from the Insured, We reserve the right to be reimbursed for Our court costs and attorneys' fees in relation to the suit.

Priority; Other Legal Doctrines

If a third party makes any payment to the Insured, the Insured's attorney, or a trust for the Insured's benefit, the payment must first be used to provide equitable restitution to Us, to the full extent of expenses or benefits paid by or payable under the policy. Our priority applies despite other legal doctrines or theories. Our rights of subrogation and reimbursement under this Reimbursement/Subrogation section are not affected, reduced, or eliminated by the make-whole doctrine, the common fund doctrine, the doctrine of comparative fault theory, or any other legal doctrine or theory. We expressly reject the common fund doctrine with regard to attorneys' fees. Our rights are not affected, reduced, or eliminated by any allocation that purports to allocate recovery amounts in whole or in part to nonmedical damages.

POLICY TERMINATION

We may terminate this policy at any time. We will give at least 31 days notice before termination.

The Sponsoring Organization may terminate this policy at any time. If the Sponsoring Organization fails to pay premiums when due or within the grace period, We will consider notice to have been given to terminate this policy on the date premium was due.

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

CONFORMITY WITH STATE STATUTES

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

LEGAL ACTIONS

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

DEFINITIONS

The following capitalized terms have the meaning assigned to them in this section. The assigned definitions apply to both the singular and plural forms of the defined term.

Accident means an unexpected and unintended event, independent of Sickness and all other causes, which:

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

Ambulance Service (Air) means the service provided:

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

Ambulance Service (Surface) means the service provided:

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

Allowable Expense means a Medical Expense otherwise payable under the policy that is not in excess of the 80th percentile identified on Context4HealthCare (the "Database"). When there is, in Our determination, minimal data available from the Database for a Medical Expense, We will determine the amount to pay by calculating the unit cost for the applicable service category using the Database and multiplying that by the relative value of the Medical Expense based upon a commercially available relative value scale selected by Us. In the event of an unusually complex medical procedure, a Medical Expense for a new procedure or a Medical Expense that otherwise does not have a relative value that is in Our determination applicable, We will assign a relative value. The

Medical Expenses We pay may not reflect the actual charges of a provider and does not take into account the provider's training, experience or category of licensure. A provider may charge the Insured the difference between what the provider charges and the amount We pay under the policy. The Database will be updated by us as information becomes available from the supplier, up to twice each year. We may modify the Database in Our discretion to reflect Our experience. We have the right, in Our discretion, to substitute or replace the Database with another database or databases of comparable purpose, with or without notice.

Ambulatory Surgical Center means a surgical or medical center which:

- has permanent facilities for surgery;
- has an organized medical staff of Physicians and graduate registered nurses (R.N.);
- is authorized by law in the jurisdiction in which it is located to perform surgical services; and
- is licensed (if no license is required, officially approved) under the law.

Benefit Period means the period of time, as stated in the Schedule, from the date of the Injury within which benefits will be paid.

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

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

Durable Medical Equipment means equipment that is Medically Necessary, appropriate for the medical care of the Insured, and ordered by a Physician for the specific use of the Insured. It is equipment that can withstand repeated use, is primarily and customarily used to serve a medical purpose and generally is not useful to an individual in the absence of an Injury.

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

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

Hospital means an institution which:

- is operated pursuant to law;
- is primarily and continuously engaged in providing medical care and treatment to sick and injured persons on an inpatient basis;
- is under the supervision of a staff of Physicians;
- provides 24-hour nursing service by or under the supervision of a graduate registered nurse (R.N.); and
- has medical, diagnostic and treatment facilities, with major surgical facilities on its premises or available to it on a prearranged basis.

Hospital does not include:

- a clinic or facility for:
 - convalescent, custodial, educational or nursing care;
 - the aged, drug addicts or alcoholics;
 - rehabilitation; or
- a military or veterans hospital or a hospital contracted for or operated by a national government or its agency unless:
 - the services are rendered on an emergency basis; and
 - the individual has a legal liability to pay for the services given in the absence of insurance.

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

Injury means bodily harm which:

- requires treatment by a Physician;
- results in loss due to an Accident, independent of Sickness and all other causes; and
- occurs within the Scope of Coverage.

For this purpose, bodily harm includes:

- wear and tear (loss and damage caused by overuse) of an Insured's body part; and
- re-injury or aggravation of an injury sustained prior to the effective date of the Insured's coverage under this policy if:
 - the Insured was given medical clearance to participate in the appropriate athletic activity of the Sponsoring Organization by the Physician responsible to the Sponsoring Organization for such determination; and
 - such re-injury or aggravation occurs within the Scope of Coverage.

Bodily harm does not include a Pre-Existing Condition except in the case of re-injury or aggravation of an injury as provided in this definition.

Insured means a person:

- who is eligible for insurance under the terms of the policy; and
- for whom proper premium has been paid.

Intensive Care Unit means a section, ward, or wing within a Hospital which is separated from other Hospital facilities and:

- is operated exclusively for the purpose of providing professional treatment for critically ill or Injured patients;
- has special supplies and equipment necessary for such treatment which is available on a standby basis for immediate use;
- provides room and board, and constant observation by registered graduate nurses or other specialty trained Hospital personnel; and
- is not maintained for the purpose of providing normal post-operative recovery treatment or service.

Intoxicated, intoxication means the Insured's condition as determined and defined by the laws in the jurisdiction in which the loss or cause of loss was incurred; (for the purposes of this exception, the laws governing the operation of motor vehicles while intoxicated will apply to any activity occurring at the time of the accident.).

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

Loss of a Foot means Severance above the ankle.

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

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

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

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

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

Loss Period means the period of time stated in the Schedule from the date of an Accident within which the Insured must seek initial treatment for an Injury or death or Specific Loss must occur.

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

Medical Expenses means expenses incurred for Medically Necessary services and supplies. Medical Expenses are incurred on the date the service or supply is rendered or provided.

Medically Necessary, Medical Necessity means care that is ordered, prescribed, or rendered by a Physician or Hospital, and is determined by Us, or a qualified party or entity selected by Us, to be:

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

- not considered experimental or investigative.

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

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

Off-season Physical Conditioning means a physical conditioning activity that is

- not the play or practice of the insured sport;
- officially sanctioned by the Sponsoring Organization; and
- scheduled and supervised by a regularly employed coach or trainer.

Orthopedic Appliances means braces and appliances that:

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

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

- any individual, group, blanket, or franchise policy of accident, disability, or health insurance;
- any arrangement of benefits for members of a group, whether insured or uninsured;
- any prepaid service arrangement such as Blue Cross or Blue Shield, individual or group practice plans, or health maintenance organizations;
- any amount payable for Hospital, medical, or other health services for Injury arising out of a motor vehicle accident to the extent such benefits are payable under any medical expense payment provision (by whatever terminology used including such benefits mandated by law) of any motor vehicle insurance policy;
- any amount payable for services for injuries or diseases related to the Insured's job to the extent that the Insured actually receives benefits under a workers compensation law. If the Insured enters into a settlement to give up the Insured's rights to recover future medical expenses under a workers compensation law, this policy will not pay those medical expenses that would have been payable except for that settlement; or
- any benefits payable under any program provided or sponsored solely or primarily by any federal, state, or local governmental unit or agency or subdivision or through operation of law or regulation, except Medicaid and Tricare.

Outpatient Surgical Center means a surgical or medical center which has:

- permanent facilities for surgery;
- organized medical staff of Physicians and Nurses; and
- is authorized by law in the jurisdiction in which it is located to perform surgical services and is licensed (if no license is required, officially approved) under law.

Physician means a legally qualified physician, Nurse Practitioner or Physician's Assistant practicing within the scope of his or her license; and recognized as a physician in the state where services are rendered. Physician does not include:

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

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

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

Prescription Drugs means drugs which:

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

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

- is within the scope of the risks specified in the INSURED RISKS section of this policy;
- is specified in the DESCRIPTION OF BENEFITS section of this policy;
- occurs during the Loss Period for the loss incurred specified in the Schedule, if any; and
- occurs while this policy is in effect.

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

Sponsored or Supervised Activity means a Sponsoring Organization authorized function:

- in which the Insured participates; and
- which is organized by or under its auspices and sanctioned by the appropriate governing authority; and
- which is within the scope of customary activities for such entity.

Sponsoring Organization means a legal entity that is affiliated with the Policyholder, or that elects coverage under this policy.

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

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

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