5 Christopher Way, Eatontown, NJ 07724

## **AMENDATORY ENDORSEMENT**

This Amendatory Endorsement is attached to and made a part of your Policy. The provisions of this Amendatory Endorsement are effective on the Effective Date of your Policy and will expire concurrently with your Policy, unless otherwise terminated. In consideration of issuance, the Policy is hereby amended and modified as follows:

Effective 05/12/2018, under Policy Number US598567, the Policy term is amended to read as follows:

Policy Effective Date: 05/12/2018

Policy Expiration Date: 05/12/2019

Policy Number: US947588

Premium: \$3.00 per participant, annually

\$250.00 Minimum Premium Required

Except as stated herein, this Amendatory Endorsement does not change coverage in any other way and is subject to all provisions, terms, and conditions of the Policy. If there is a conflict between the Policy and this Amendatory Endorsement, the terms of this Amendatory Endorsement will govern.

Signed For **UNITED STATES FIRE INSURANCE COMPANY** By:

5 Christopher Way, Eatontown, NJ 07724

## **AMENDATORY ENDORSEMENT**

This Amendatory Endorsement is attached to and made a part of your Policy. The provisions of this Amendatory Endorsement are effective on the Effective Date of your Policy and will expire concurrently with your Policy, unless otherwise terminated. In consideration of issuance, the Policy is hereby amended and modified as follows:

Effective 05/12/2017, under Policy Number US598377, the Policy term is amended to read as follows:

Policy Effective Date: 05/12/2017

Policy Expiration Date: 05/12/2018

Policy Number: US598567

Premium: \$3.00 per participant, annually

\$250.00 Minimum Premium Required

Except as stated herein, this Amendatory Endorsement does not change coverage in any other way and is subject to all provisions, terms, and conditions of the Policy. If there is a conflict between the Policy and this Amendatory Endorsement, the terms of this Amendatory Endorsement will govern.

Signed For UNITED STATES FIRE INSURANCE COMPANY By:

5 Christopher Way, Eatontown, NJ 07724

## **AMENDATORY ENDORSEMENT**

This Amendatory Endorsement is attached to and made a part of your Policy. The provisions of this Amendatory Endorsement are effective on the Effective Date of your Policy and will expire concurrently with your Policy, unless otherwise terminated. In consideration of issuance, the Policy is hereby amended and modified as follows:

Effective 05/12/2016, under Policy Number US268362, the Policy term is amended to read as follows:

Policy Effective Date: 05/12/2016

Policy Expiration Date: 05/12/2017

Policy Number: US598377

Premium: \$3.00 per participant, annually

\$250.00 Minimum Premium Required

Except as stated herein, this Amendatory Endorsement does not change coverage in any other way and is subject to all provisions, terms, and conditions of the Policy. If there is a conflict between the Policy and this Amendatory Endorsement, the terms of this Amendatory Endorsement will govern.

Signed For UNITED STATES FIRE INSURANCE COMPANY By:

5 Christopher Way, Eatontown, NJ 07724

## **AMENDATORY ENDORSEMENT**

This Amendatory Endorsement is attached to and made a part of your Policy. The provisions of this Amendatory Endorsement are effective on the Effective Date of your Policy and will expire concurrently with your Policy, unless otherwise terminated. In consideration of issuance, the Policy is hereby amended and modified as follows:

Effective 05/12/2015, under Policy Number US079605, the Policy term is amended to read as follows:

Policy Effective Date: 05/12/2015

Policy Expiration Date: 05/12/2016

Policy Number: US268362

Premium: \$3.00 per participant, annually

\$250.00 Minimum Premium Required

Except as stated herein, this Amendatory Endorsement does not change coverage in any other way and is subject to all provisions, terms, and conditions of the Policy. If there is a conflict between the Policy and this Amendatory Endorsement, the terms of this Amendatory Endorsement will govern.

Signed For UNITED STATES FIRE INSURANCE COMPANY By:

Administrative Offices: 5 Christopher Way • Eatontown, NJ 07724

# BLANKET BENEFITS ACCIDENT ONLY POLICY

POLICYHOLDER: Klamath Downtown Association

POLICY NUMBER: US079605

POLICY EFFECTIVE DATE: May 12, 2014

POLICY EXPIRATION DATE: May 12, 2015

This Policy is issued in the state of Illinois and shall be governed by its laws.

This Policy contains the terms under which the Insurance Company agrees to insure certain persons and pay benefits.

The Insurance Company and the Policyholder have agreed to all the terms of this Policy.

#### THIS IS ACCIDENT ONLY COVERAGE.

**READ IT CAREFULLY.** 

BENEFITS ARE NOT PAYABLE FOR LOSS DUE TO SICKNESS.

THIS POLICY PAYS BENEFITS FOR SPECIFIC LOSSES FROM ACCIDENTS ONLY.

THIS POLICY IS NOT RENEWABLE.

Signed for United States Fire Insurance Company By:

Joseph F. Braunstein, Jr.

Eugle & Brante

President

Carol Ann Soos Secretary

## **TABLE OF CONTENTS**

The following provisions appear within this Policy in the following order:

Schedule of Benefits

Definitions

Scope of Coverage

**Provisions Concerning Covered Persons** 

Description of Hazards

Description of Benefits

Exclusions

Additional Exclusions

**General Provisions** 

Claim Provisions

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## SCHEDULE OF BENEFITS

**BENEFIT PERIOD:** 52 weeks from the date of an Injury, provided the Injury occurs

prior to the Expiration Date and care is Medically Necessary.

**DEDUCTIBLE AMOUNT:** \$0

**COINSURANCE PERCENTAGE:** 100% of Usual, Reasonable and Customary

**LIFETIME MAXIMUM BENEFIT AMOUNT:** \$25,000.00

**MEDICAL EXPENSE BENEFIT** 

Hospital Room & Board Daily Maximum Benefit Amount: URC

Intensive Care Room & Board Daily Maximum Benefit: URC

Hospital Miscellaneous Maximum Benefit Amount: URC

Outpatient Pre-Admission Testing Benefit Amount: URC

Outpatient Hospital Emergency Room Treatment Maximum Benefit Amount: URC

Surgical Benefits:

Primary Surgeons Maximum Benefit Amount:

Assistant Surgeon, Second Surgical Opinion, Consultation Maximum Benefit:

URC

Anesthesia Maximum Benefit:

URC

URC

Surgical Facility Maximum Benefit per Operating Session: URC

Doctor's Visits

In-Hospital Maximum Benefit:

Office Visits Maximum Benefit:

Maximum for All In-Hospital and Office Doctor's Visits:

URC

URC

X-ray and Laboratory Maximum Benefit Amount: URC

Nursing Maximum Benefit Amount: URC

Physiotherapy Benefit

Maximum Benefit Amount (Hospital Inpatient):

Maximum Benefit Amount (Outpatient):

URC

Maximum for All Physiotherapy Combined (Inpatient & Outpatient):

URC

Ambulance Maximum Benefit Amount: URC

Medical Equipment Rental Charges Maximum Benefit Amount: URC

Medical Services and Supplies Maximum Benefit Amount

(Blood, Blood Transfusions, Oxygen): URC

Dental Treatment For Injury Only

Maximum Benefit Amount: URC

**OUT-PATIENT PRESCRIPTION DRUG BENEFIT** 

Maximum Benefit Amount: URC

**ACCIDENTAL DEATH AND DISMEMBERMENT BENEFIT** 

Principal Sum: \$5,000.00

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## **DEFINITIONS**

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

- "Accident" means a sudden, unforeseeable external event which:
- (1) Causes Injury to one or more Covered Persons; and
- (2) Occurs while coverage is in effect for the Covered Person.

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

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

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

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

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

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

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

## "Hospital" means an institution which:

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

## "Hospital" does not include:

- (1) A clinic or facility for:
  - (a) Convalescent, custodial, educational or nursing care;
  - (b) The aged, drug addicts or alcoholics; or
  - (c) Rehabilitation; or
- (2) A military or veterans hospital or a hospital contracted for or operated by a national government or its agency unless:
  - (a) The services are rendered on an emergency basis; and
  - (b) A legal liability exists for the charges made to the individual for the services given in the absence of insurance.

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

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

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## "Medically Necessary" or "Medical Necessity" means the service or supply is:

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

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

## "Supervised or Sponsored Activity" means a Policyholder or School authorized function:

- (1) In which the Covered Person participates;
- (2) Which is organized by or under its auspices;

which is within the scope of customary activities for such entity and is shown on the Schedule of Benefits.

## "Usual, Reasonable and Customary means:

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

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#### SCOPE OF COVERAGE

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

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

## **Full Excess Medical Expense:**

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

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

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

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

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

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

## **Non-Duplication of Benefits Provision:**

This provision applies if a Covered Person:

- (1) Is covered by any other blanket or group health care plan; and
- (2) Would, as a result, receive total medical expense or service benefits in excess of the expenses actually incurred.

In this case, the medical expense benefits we will pay under this Policy will be reduced by such excess. This provision does not apply if we would be primary under any coordination of benefit guidelines contained in the other health care plans.

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## PROVISIONS CONCERNING COVERED PERSONS

## **Eligibility:**

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

#### **Effective Dates:**

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

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

#### Termination:

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

(1) The date this Policy is terminated.

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#### **DESCRIPTION OF HAZARDS**

#### HAZARD: POLICYHOLDER FUNCTIONS

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

- (1) Attending or participating in a Supervised or Sponsored Activity; or
- (2) Attending a Policyholder function.

#### The Covered Person must be:

- (1) On the premises of the Policyholder:
  - (a) During its normal hours;
  - (b) During scheduled functions; or
  - (c) During other periods if he is attending or participating in a Supervised or Sponsored Activity;
- (2) Not on Policyholder premises and attending or participating in a Supervised or Sponsored Activity;
- (3) Traveling directly, without interruption:
  - (a) Between his home and the Policyholder's premises for participation in a Supervised or Sponsored Activity;
  - (b) Between the site of the Supervised or Sponsored Activity and his home or the Policyholder's premises.
  - (c) In a vehicle which is:
    - (i) Designated or furnished by the Policyholder;
    - (ii) Operated by a properly licensed adult driver; and
    - (iii) Under the direct supervision of the Policyholder; or
  - (d) In a vehicle other than that described in (3)(c) when:
    - (i) Operated by a properly licensed driver; and
    - (ii) Travel time does not exceed an hour each way.

#### Travel time includes the time:

- (i) To or from home, the Policyholder's address and the Supervised or Sponsored Activity;
- (ii) Before the appointed time; and
- (iii) After the Supervised or Sponsored Activity is completed.

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

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## **DESCRIPTION OF BENEFITS**

#### **BENEFIT - MEDICAL EXPENSE**

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

- (1) **Hospital Room and Board** charges for the most common semi-private daily room rate for each day of the Hospital Stay, up to the Maximum Daily Benefit Amount shown in the Schedule of Benefits for Hospital Room and Board.
- (2) Intensive Care Room and Board charges for each day of Intensive Care Unit confinement, up to the Daily Maximum Benefit Amount shown in the Schedule of Benefits for the Intensive Care Room and Board benefit. This payment is in lieu of payment for the Hospital Room and Board charges for those days.
- (3) **Hospital Miscellaneous** charges during a Hospital Stay, up to the Maximum Daily Benefit Amount shown in the Schedule of Benefits for the Hospital Miscellaneous benefit. Miscellaneous charges do not include charges for telephone, radio or television, extra beds or cots, meals for guests, take home items, or other convenience items.
- (4) Outpatient Hospital Expenses charges by a Hospital for:
  - (a) Pre-admission testing (confinement must occur within 7 days of the testing); or
  - (b) Emergency room treatment, up to the Maximum Benefit Amount per emergency shown in the Schedule of Benefits for the Outpatient Emergency Room Treatment benefit.

## (5) Surgical Benefits - charges for:

- (a) A Doctor, for primary performance of a surgical procedure, up to the Maximum Benefit Amount shown in the Schedule of Benefits per procedure. Two or more surgical procedures through the same incision will be considered as one procedure. However, we will pay up to 1.57 times the surgical procedure charge when more than one surgical procedure through different operating fields are performed during the same surgical session.
- (b) A Doctor, for: (i) assistant surgeon duties; (ii) a second surgical opinion; or (iii) consultation, up to the Maximum Benefit shown in the Schedule of Benefits for an Assistant Surgeon, Second Surgical Opinion, and Consultation.
- (c) Anesthesia and its administration, up to the Maximum Benefit Amount shown in the Schedule of Benefits for the Anesthesia benefit.
- (d) Use of surgical facilities, up to the Maximum Benefit Amount per operating session, as shown in the Schedule of Benefits for the Surgical Facility benefit.
- (6) **Doctor's Visits** charges by a Doctor for other than pre- or post-operative care:
  - (a) For in-Hospital visits, up to the Maximum Benefit Amount shown in the Schedule of Benefits for Doctor's Visit In-Hospital.
  - (b) For office visits, up to the Maximum Benefit Amount shown in the Schedule of Benefits for Doctor's Office Visits.
  - Total visits per Injury will not exceed the combined Maximum shown in the Schedule of Benefits for All In-Hospital and Office Doctor's Visits.
- (7) **X-Ray and Laboratory** charges for X-ray and laboratory tests, up to the Maximum Benefit Amount shown in the Schedule of Benefits for the X-ray & Laboratory benefit.
- (8) **Nursing Services** Charges for nursing services (other than routine Hospital care) by or under the supervision of a licensed graduate registered nurse, up to the Maximum Benefit Amount shown on the Schedule of Benefits for the Nursing benefit.
- (9) **Physiotherapy -** Charges for physiotherapy:
  - (a) While Hospital confined, up to the Maximum Benefit Amount shown in the Schedule of Benefits for the Hospital Inpatient Physiotherapy benefit:

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(b) As an outpatient, up to the Maximum Benefit Amount shown on the Schedule of Benefits for the Outpatient Physiotherapy benefit.

Physiotherapy includes:

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

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

- (10) **Ambulance** from the place where the Injury occurred to the Hospital, up to the Maximum Benefit Amount shown in the Schedule of Benefits for the Ambulance benefit.
- (11) Medical Equipment Rental charges for medical equipment for:
  - (a) A wheelchair;
  - (b) An iron lung; or
  - (c) Other medical equipment for which prior approval by us has been given; up to the Maximum Benefit Amount shown in the Schedule of Benefits for the Medical Equipment Rental benefit.
- (12) Medical Services and Supplies Charges for medical services and supplies for:
  - (a) Oxygen and its administration;
  - (b) Blood and blood transfusions;
  - up to the Maximum Benefit Amount shown in the Schedule of Benefits for the Medical Service & Supply benefit.
- (13) **Dental Treatment** Charges for dental treatment for Injury to a tooth which was sound and natural at the time of Injury, up to the Maximum Benefit Amount shown in the Schedule of Benefits for the Dental Treatment benefit.

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

#### BENEFIT A: BENEFITS FOR ACCIDENTAL DEATH AND DISMEMBERMENT

If, within 1-year from the date of an Accident covered by this Policy, Injury from such Accident, results in Loss listed below, we will pay the percentage of the Principal Sum set opposite the loss in the table below. If the Covered Person sustains more than one such Loss as the result of one Accident, we will pay only one amount, the largest to which he is entitled. This amount will not exceed the Principal Sum which applies for the Covered Person.

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

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

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

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

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

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

## Prescription Drug means a drug which:

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

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

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

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

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

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## **EXCLUSIONS**

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

- (1) Is caused by or results from the Covered Person's own:
  - (a) Intentionally self-inflicted Injury, suicide or any attempt thereat. (In Missouri this applies only while sane.);
  - (b) Voluntary self-administration of any drug or chemical substance not prescribed by, and taken according to the directions of, a doctor (Accidental ingestion of a poisonous substance is not excluded.);
  - (c) Commission or attempt to commit a felony;
  - (d) Participation in a riot or insurrection;
  - (e) Driving under the influence of a controlled substance unless administered on the advice of a doctor; or
  - (f) Driving while legally intoxicated according to the laws of the state of occurrence;
- (2) Is caused by or results from:
  - (a) Declared or undeclared war or act of war;
  - (b) An Accident which occurs while the Covered Person is on active duty service in any Armed Forces. (Reserve or National Guard active duty for training is not excluded unless it extends beyond 31 days.);
  - (c) Aviation, except as specifically provided in this Policy;
  - (d) Sickness, disease, bodily or mental infirmity or medical or surgical treatment thereof, bacterial or viral infection, regardless of how contracted. This does not include bacterial infection that is the natural and foreseeable result of an accidental external bodily injury or accidental food poisoning.

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## **ADDITIONAL EXCLUSIONS**

Benefits will not be paid for:

- 1. Normal health checkups;
- 2. Dental care or treatment other than care of sound, natural teeth and gums required on account of Injury resulting from an Accident while the Covered Person is covered under this Policy, and rendered within 6 months of the Accident:
- 3. Services or treatment rendered by a doctor, nurse or any other person who is:
  - (a) Employed or retained by the Policyholder; or
  - (b) Who is the Covered Person or a member of his immediate family;
- 4. Charges which:
  - (a) The Covered Person would not have to pay if he did not have insurance; or
  - (b) Are in excess of Usual, Reasonable and Customary charges.
- 5. An Injury that is caused by flight in:
  - (a) An aircraft, except as a fare-paying passenger;
  - (b) A space craft or any craft designed for navigation above or beyond the earth's atmosphere; or
  - (c) An ultra light, hang-gliding, parachuting or bungi-cord jumping;
- 6. Travel in or upon:
  - (a) A snowmobile;
  - (b) Any two or three wheeled motor vehicle;
  - (c) Any off-road motorized vehicle not requiring licensing as a motor vehicle;
- 7. Any Accident where the Covered Person is the operator of a motor vehicle and does not possess a current and valid motor vehicle operator's license;
- 8. That part of medical expense payable by any automobile insurance policy without regard to fault. (Does not apply in any state where prohibited);
- 9. Injury that is:
  - (a) The result of the Covered Person being legally Intoxicated according to the laws of the state of occurrence: or
  - (b) Caused by any narcotic, drug, poison, gas or fumes voluntarily taken, administered, absorbed or inhaled, unless prescribed by a doctor;
- 10. Any Sickness, except infection which occurs directly from an Accidental cut or wound or diagnostic tests or treatment, or ingestion of contaminated food, [unless a Sickness Expense Rider is in force under this Policy];
- 11. An Injury resulting from participation in or practice for non-School sponsored skiing, ice hockey, lacrosse, soccer or football;
- 12. Practice or play in any sports activity, including travel to and from the activity and practice, unless specifically provided for in this Policy;
- 13. Expenses to the extent that they are paid or payable under other valid and collectible group insurance or medical prepayment plan;
- 14. Blood or Blood plasma, except for charges by a Hospital for the processing or administration of blood;
- 15. Elective treatment or surgery, health treatment, or examination where no Injury is involved;
- 16. Injury sustained while in the service of the armed forces of any country. When the Covered Person enters the armed forces of any country, we will refund the unearned pro rata premium upon request;
- 17. Eyeglasses, contact lenses, hearing aids, braces, appliances, or examinations or prescriptions therefore;
- 18. Treatment in any Veterans Administration or Federal Hospital, except if there is a legal obligation to pay;
- 19. 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;
- 20. Cosmetic surgery, except for reconstructive surgery on a diseased or injured part of the body;
- 21. Any loss which is covered by state or federal worker's compensation, employers liability, occupational disease law, or similar laws;
- 22. The repair or replacement of existing artificial limbs, orthopedic braces, or orthotic devices;
- 23. Rest cures or custodial care;
- 24. The repair or replacement of existing dentures, partial dentures, braces or fixed or removable bridges;
- 25. Expenses incurred for an Accident after the Benefit Period shown in the Schedule of Benefits;
- 26. Orthopedic appliances which are used mainly to protect an Injury so that a covered student can take part in interscholastic or intercollegiate sports;
- 27. Services and supplies furnished by the Policyholder's infirmary, its employees, or doctors who work for the Policyholder's:
- 28. Hernia of any kind; or any bacterial infection that was not caused by an Accidental cut or wound;
- 29. Prescription medicines unless specifically provided for under this Policy.

#### **GENERAL PROVISIONS**

#### **ENTIRE CONTRACT; CHANGES:**

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

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

#### **WORKERS' COMPENSATION INSURANCE:**

This Policy is not in lieu of and does not affect any requirement for coverage under any Workers' Compensation Insurance.

#### **RECORDS MAINTAINED:**

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

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

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

#### **POLICY TERMINATION:**

We may terminate coverage on or after the anniversary of any premium due date. The Policyholder may terminate its coverage on any premium due date. Written notice must be given at least 31 days prior to such premium due date.

## **CONFORMITY WITH STATE STATUTES:**

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

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## **CLAIM PROVISIONS**

#### NOTICE OF CLAIM:

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

#### **CLAIM FORMS**:

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

#### PROOF OF LOSS:

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

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

If that is not reasonably possible, we will not deny or reduce any claim if proof is furnished as soon as reasonably possible. Proof must, in any case, be furnished not more than 15 months later, except for lack of legal capacity.

#### TIME OF PAYMENT OF CLAIMS:

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

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

#### **PAYMENT OF CLAIMS:**

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

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

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

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

#### **PAYMENT OF CLAIMS: OTHER BENEFITS:**

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

#### PHYSICAL EXAMINATION AND AUTOPSY:

We will pay the cost and have the right to have the Covered Person examined as often as reasonably necessary while the claim is pending. We can have an autopsy made at our expense unless prohibited by law.

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#### **RECOVERY OF BENEFITS:**

We reserve the right to recover from a Covered Person any benefits we have paid to him for injuries:

- (1) Received in a covered Accident; and
- (2) Which are covered under:
  - (a) workers' compensation or similar statutory remedies available under law; or
  - b) Any employer's liability Insurance.

It will be assumed that the Covered Person is in receipt of such benefits unless he gives us proof such benefits have been denied to him.

#### SUBROGATION:

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

#### **LEGAL ACTIONS:**

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

**INSURANCE WITH OTHER INSURERS:** If there be other valid coverage, not with this Company, providing benefits for the same loss on a provision of service basis or on an expense incurred basis and of which this Company has not been given written notice prior to the occurrence or commencement of loss, the only liability under any expense incurred coverage of this policy shall be for such proportion of the loss as the amount which would otherwise have been payable hereunder plus the total of the like amounts under all such other valid coverages for the same loss of which this insurer had notice bears to the total like amounts under all valid coverages for such loss, and for the return of such portion of the premiums paid as shall exceed the pro-rata portion for the amount so determined. For the purpose of applying this provision when other coverage is on a provision of service basis, the "like amount" of such other coverage shall be taken as the amount which the services rendered would have cost in the absence of such coverage.

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Administrative Office: • 5 Christopher Way • Eatontown, NJ 07724

#### OREGON AMENDATORY ENDORSEMENT

This Amendatory Endorsement is attached to and made a part of the Group Policy/Certificate to which it is attached. The provisions of this Amendatory Endorsement are effective on the Effective Date and will expire concurrently with the Group Policy/Certificate, unless otherwise terminated. In consideration of issuance, the Group Policy/Certificate is hereby amended and modified, as follows:

## The following benefit is hereby added:

#### PROSTHETIC AND ORTHOTIC DEVICES BENEFIT

Benefits are payable for prosthetic and orthotic devices that are Medically Necessary to restore or maintain the ability to complete activities of daily living or essential job related activities and that are not solely for comfort or convenience. Benefits include Medically Necessary services and supplies for the effective use of a prosthetic or orthotic device, including formulating its design, fabrication, material and component selection, measurement, fittings, static and dynamic alignments, and instruction in the use of the device.

Benefits are payable for repair or replacement of a prosthetic or orthotic device that is determined Medically Necessary as outlined above.

Benefits are subject to any Deductible, coinsurance, limitations, and any provisions of the Policy.

#### **Definitions:**

"Orthotic Device" means a rigid or semi rigid device supporting a weak or deformed leg, foot, arm, hand, back or neck, or restricting or eliminating motion in a diseased or injured leg, foot, arm, hand, back or neck.

"Prosthetic Device" means an artificial limb device or appliance designed to replace in whole or in part an arm or a leg.

Except as stated herein, this Amendatory Endorsement does not change coverage in any other way and is subject to all provisions, terms, and conditions of the Group Policy/Certificate. If there is a conflict between the Group Policy/Certificate and this Amendatory Endorsement, the terms of this Amendatory Endorsement will govern.

When used throughout this document "Company", "Our", "We", or "Us" means:

☐ United States Fire Insurance Company

☐ The North River Insurance Company

## GRIEVANCE PROCEDURES

When you submit a claim and that claim is denied, we will provide a written statement containing the reasons for the Adverse Determination. You have the right to request a review of any Company decision or action pertaining to our contractual relationship and to appeal any adverse claim determination we've made by filing a Grievance. These procedures have been developed to ensure a full investigation of a Grievance through a formal process.

## **DEFINITIONS**

A "Grievance" is a written complaint requesting a change to a previous claim decision, claims payment, the handling or reimbursement of health care services, or other matters pertaining to your coverage and our contractual relationship.

An "Adverse Determination" is a determination by the Company or its designated utilization review organization that (i) a service, treatment, drug, or device, is experimental, investigational, specifically limited or excluded by your coverage; or (ii) a facility admission, the availability of care, continued stay or other health care services proposed or furnished have been reviewed and, based upon the information provided, does not meet the contractual requirements for medical necessity, appropriateness, health care setting, level of care or effectiveness and therefore, the benefit coverage is denied, reduced or terminated in whole or in part.

## INFORMAL GRIEVANCE PROCEDURE

You, your authorized representative, or a provider acting on your behalf may submit an oral complaint to us within 60-days after an event that causes a dispute. Telephoning allows you to discuss your complaint or concerns and gives us the opportunity to immediately resolve the problem.

If we don't have all the information necessary to review your complaint, we will request any additional information within 5 business days of receiving your complaint. After we receive all the necessary information, we will provide you, your authorized representative, or a provider acting on your behalf with our written decision within 30-days after receiving the complaint and all necessary information.

If the problem cannot be resolved in this manner, you still have the right to submit a written request for the complaint to be reviewed through the Formal Grievance Procedure, as outlined below.

## FORMAL GRIEVANCE PROCEDURE

A formal Grievance may be submitted by you, your authorized representative, or in the event of an Adverse Determination, by a provider acting on your behalf.

If you file a formal Grievance, you will have the opportunity to submit written comments, documents, records and other information you feel are relevant to the Grievance, regardless of whether those materials were considered in the initial Adverse Determination.

#### **First Level Review**

Within 3 working business days after receiving the Grievance, we must acknowledge the Grievance and provide you, your authorized representative or a provider with the name, address, and telephone number of the coordinator handling the Grievance and information on how to submit written material. The person(s) who reviews the Grievance will not be the same person(s) who made the initial Adverse Determination. During the review, all information, documents, and other materials submitted relating to the claim will be considered, regardless of whether they were considered in making the previous claim decision. The Insured will not be allowed to attend, or have a representative attend, a First Level Review. The Insured may, however, submit written material for consideration by the reviewer(s).

Grievance

When the Grievance is based in whole or in part on a medical judgment, the review will be conducted by, or in consultation with, a medical doctor with appropriate training and expertise to evaluate the matter.

Following our review of your Grievance, we must issue a written decision to you and, if applicable, to your representative or provider, within 20-days after receiving the Grievance. The written decision must include:

- (1) The name(s), title(s) and professional qualifications of any person(s) participating in the First Level Review process.
- (2) A statement of the reviewer's understanding of the Grievance.
- (3) The specific reason(s) for the reviewer's decision in clear terms and the contractual basis or medical rationale used as the basis for the decision in sufficient detail for the Insured to respond further to our position.
- (4) A reference to the evidence or documentation used as the basis for the decision.
- (5) If the claim denial is based on medical necessity, experimental treatment or similar exclusion, instructions for requesting an explanation of the scientific or clinical rationale used to make the determination.
- (6) A statement advising you of your right to request a Second Level Review, if applicable, and a description of the procedure and timeframes for requesting a Second Level Review.

## **Second Level Review**

The Second Level Review process is available if you are not satisfied with the outcome of the First level Review for an Adverse Determination. Within ten business days after receiving a request for a Second Level Review, we will advise you of the following:

- (1) the name, address, and telephone number of a person designated to coordinate the Grievance review for the Company:
- (2) a statement of your rights, including the right to:
  - attend the Second Level Review
  - present his/her case to the review panel;
  - submit supporting materials before and at the review meeting;
  - ask questions of any member of the review panel;
  - be assisted or represented by a person of his/her choice, including a provider, family member, employer representative, or attorney.
  - request and receive from us free of charge, copies of all relevant documents, records and other information that is not confidential or privileged that were considered in making the Adverse Determination.

We must convene a review panel and hold a review meeting within 45-days after receiving a request for a Second Level Review. We will notify you in writing of the meeting date at least 15-days prior to the date. The review meeting will be held during regular business hours at a location reasonable accessible to you. In cases where a face-to-face meeting is not practical for geographic reasons, we will offer you the opportunity to communicate with the review panel at our expense by conference call or other appropriate technology. Your right to a full review may not be conditioned on whether or not you appear at the meeting.

If you choose to be represented by an attorney, we may also be represented by an attorney. If we choose to have an attorney present to represent our interests, we will notify you at least 15 working days in advance of the review that an attorney will be present and that you may wish to obtain legal representation of your own.

The panel must be comprised of persons who:

- (1) were not previously involved in any matter giving rise to the Second Level Review;
- (2) are not employees of the Company or Utilization Review Organization; and
- (3) do not have a financial interest in the outcome of the review.

A person previously involved in the Grievance may appear before the panel to present information or answer questions.

All persons reviewing a Second Level Grievance involving a Utilization Review non-certification or a clinical issue will be providers who have appropriate expertise, including at least one clinical peer. If we use a clinical peer on an appeal of a Utilization Review non-certification or on a First Level Review, we may use one of our employees on the Second Level Review panel if the panel is comprised of 3 or more persons.

We must issue a written decision to you and, if applicable, to your representative or provider, within 10 business days after completing the review meeting. The decision must include:

- (1) the name(s), title(s) and qualifying credentials of the members of the review panel;
- (2) a statement of the review panel's understanding of the nature of the Grievance and all pertinent facts;
- (3) the review panel's recommendation to the Company and the rationale behind the recommendation;
- (4) a description of, or reference to, the evidence or documentation considered by the review panel in making the recommendation;
- (5) in the review of a Utilization Review non-certification or other clinical matter, a written statement of the clinical rationale, including the clinical review criteria, that was used by the review panel to make the determination:
- (6) the rationale for the Company's decision if it differs from the review panel's recommendation;
- (7) a statement that the decision is the Company's final determination in the matter;
- (8) notice of the availability of the Commissioner's office for assistance, including the telephone number and address of the Commissioner's office.

## **EXPEDITED REVIEW**

You are eligible for an expedited review when the timeframes for an Informal, formal First Level review or Second Level review would reasonably appear to seriously jeopardize your life or health, or your ability to regain maximum function. An expedited review is also available for all Grievances concerning an admission, availability of care, continued stay or health care service for a person who has received emergency services, but who has not been discharged from a facility.

A request for an expedited review may be submitted orally or in writing. An expedited review must be evaluated by an appropriate clinical peer in the same or similar specialty as would typically manage the case being reviewed. If we don't have the information necessary to decide an appeal, we will send you notification of precisely what is required within 24-hours of our receipt of your Grievance. All necessary information, including our decision, will be transmitted by telephone, facsimile, or the most expeditious method available. Provided we have enough information to make a decision, you, your authorized representative, or a provider acting on your behalf will be notified of the determination as expeditiously as the medical condition requires, but in no event more than 72-hours after the review has commenced. Written confirmation of our decision will be provided within 2 working business days of the decision and will contain the same items described in the written decision requirements for First Level reviews.

If the expedited review does not resolve the situation, you, your representative or a provider acting on your behalf may submit a written Grievance.

We will not provide an expedited review for retrospective reviews of Adverse Determinations.

When used throughout this document "The Company", "Our", "We", or "Us" means:	
☐ United States Fire Insurance Company	
☐ The North River Insurance Company	

## PRIVACY POLICY AND PRACTICES

The Company values your business and your trust. In order to administer insurance policies and provide you with effective customer service, we must collect certain information about our customers. We want you to know that we are committed to protecting your private information and we will comply with all federal and state privacy laws. Below is a Privacy Notice describing our policy regarding the collection and disclosure of personal information. Please review this Notice and keep a copy of it with your records.

## Your Privacy is Our Concern

When you apply to The Company for insurance or make a claim against a policy written by The Company, you disclose information about yourself to us. There are legal requirements governing the collection, use, and disclosure of such information. The Company maintains physical, electronic, and procedural safeguards that comply with state and federal regulations to guard your personal information. We also limit employee access to personally identifiable information to those with a business reason for knowing such information. The Company instructs our employees as to the importance of the confidentiality of personal information, and takes measures to enforce employee privacy responsibilities.

## What kind of information do we collect about you and from whom?

We obtain most of our information from you. The application or claim form you complete, as well as any additional information you provide, generally gives us most of the information we need to know. Sometimes we may contact you by phone or mail to obtain additional information. We may use information about you from other transactions with us, our affiliates, or others. Depending on the nature of your insurance transaction, we may need additional information about you or other individuals proposed for coverage. We may obtain the additional information we need from third parties, such as other insurance companies or agents, government agencies, medical personnel, the state motor vehicle department, information clearinghouses, credit reporting agencies, courts, or public records. A report from a consumer reporting agency may contain information as to creditworthiness, credit standing, credit capacity, character, general reputation, hobbies, occupation, personal characteristics, or mode of living.

#### What do we do with the information collected about you?

If coverage is declined or the charge for coverage is increased because of information contained in a consumer report we obtained, we will inform you, as required by state law or the federal Fair Credit Reporting Act. We will also give you the name and address of the consumer reporting agency making the report. We may retain information about our former customers and may disclose that information to affiliates and non-affiliates only as described in this notice.

#### To whom do we disclose information about you?

We may disclose all the information that we collect about you, as described above. We may disclose such information about you to our affiliated companies, such as:

- Insurance companies;
- Insurance agencies;
- Third party administrators;
- Medical bill review companies; and
- Reinsurance companies.

We may also disclose nonpublic personal information about you to affiliated and nonaffiliated third parties as permitted by law. You have a right to access and correct the personal information we collect, maintain, and disclose about you.

#### How to contact Us

You may obtain a more detailed description of the information practices prescribed by law by contacting us at the address below. Remember to include your name, address, policy number, and daytime phone number.

Privacy Policy Coordinator Fairmont Speciality 5 Christopher Way, 3<sup>rd</sup> Floor Eatontown, New Jersey 07724