**POLICY SCHEDULE OF BENEFITS**

**POLICY NO**.: SB21CCOR-P-053312

**POLICYHOLDER/SPONSORING ORGANIZATION INFORMATION:**

University of Oregon
1535 East 13th Avenue
Eugene, OR 97403

**Effective Date:** August 1, 2019 **Expiration Date:** August 1, 2020

**ELIGIBILITY:**

All active student cheerleaders and acrobatic/tumbling students of the Policyholder. Includes cheerleading, acrobatics/tumbling, mascots, student coaches, student managers, and student trainers.

**SCOPE OF COVERAGE:**

| Class | Insured Risk | Benefits |
|---|---|---|
| All | Sponsored Activity (IRCATCHEER001) | Medical Expense (AMECAT001)<br>Disability Benefits (DISABCAT001)<br>Adjustment Expense Benefit (ADJEXCAT001)<br>Special Expense Benefit (SPECEXCAT001)<br>College Education Benefit (CLGEDCAT001)<br>Heart or Circulatory Malfunctions Benefit (HCMCAT001)<br>AD &Specific Loss Benefit (ADSLCATPERC001) |

**Covered Events:** Fundraisers, exhibitions, alumni events and Non-NCAA cheerleading and acrobatic/tumbling competitions, practice, camps and clinics.

**AGGREGATE LIMIT OF LIABILITY:** $5,000,000.00

**DEDUCTIBLE - (Reducing):** $90,000.00

**DEDUCTIBLE ESTABLISHMENT PERIOD:** 24 months

**BENEFITS:**

Medical Expense Benefit-Full Excess:

| | |
|---|---|
| Benefit Percentage | 100% |
| Maximum Benefit Period | the sooner of the Date of Recovery or 10 Years from accident date |
| Maximum Benefit Amount | $5,000,000.00 |

Maximum for Medically Necessary Hospital Inpatient Services and Supplies — Included in Medical Maximum

Maximum for confinement in an Extended Care Facility per Calendar Year — $365,000.00

Daily Room and Board Limit

| | |
|---|---|
| Private or Semi Private Room | Average Semi Private rate of Hospital in which confined |
| Intensive Care | Allowable Expense |

| | |
|---|---|
| Combined Home Health Care and Custodial Care<br>Maximum Benefit per Calendar Year | $100,000.00 |
| Custodial Care Maximum Benefit per Calendar Year<br>subject to the Combined Home Health Care and<br>Custodial Care Maximum Benefit per Calendar Year | $100,000.00 |
| Home Health Care Maximum Benefit per Calendar Year<br>subject to the Combined Home Health Care and<br>Custodial Care Maximum Benefit per Calendar Year | $100,000.00 |
| Treatment of Mental or Nervous Disorders | |
| Doctor Fees – | |
| Amount per Visit | $50.00 |
| Visits per Day | 1 |
| Number of Visits per Calendar Year | 50 |
| Inpatient Hospital | Up To 45 Days |
| Maximum Spinal Manipulation Benefit<br>Maximum amount per Calendar Year | $1,000.00 |
| Maximum Outpatient Physical Therapy Benefit<br>Maximum amount per Calendar Year | $50,000.00 |
| Maximum Prosthetic Limitation | |
| Benefit Amount payable during the first two (2) Years after covered accident | $100,000.00 |
| Benefit Amount payable for the remainder of the benefit period immediately thereafter | $100,000.00 |
| If amputation of the leg is above the knee | $200,000.00 |
| Maximum Benefit Amount | $200,000.00 |
| If amputation of the leg is above the knee | $300,000.00 |

**Disability Benefit**

| | |
|---|---|
| Total Disability Benefit | $1,500.00 per Month |
| Percentage Increase | 4% |
| Monthly Gross Earnings Limit for Total Disability | $2,500.00 for 6 Months |
| Total Disability Maximum Period Payable | 10 Years from accident date |
| Partial Disability Benefit | $1,000.00 per Month |
| Percentage Increase | 4% |
| Monthly Gross Earnings Limit for Partial Disability | $2,500.00 for 6 Months |
| Partial Disability Maximum Period Payable | 10 Years from accident date |

**Adjustment Expense Benefit**

| | |
|---|---|
| Maximum Benefit | $40,000.00 |
| Training of Family Member | Must be rendered within 24 months after the Covered Accident |
| Maximum Expense for Training | $2,500.00 |
| Travel for Immediate Family Members | Must occur within 24 months after the Covered Accident |
| Maximum Expense for Travel per Family Member | $2,000.00 |
| Lost Earnings | |
| % of Gross Lost Earnings | 75% |
| Maximum Lost Earnings per Week | $500.00 |
| Maximum Number of Weeks | 13 within a 24 month period after the Covered Accident |

| | |
|---|---|
| **Special Expense Benefit** | |
| Maximum Benefit Amount | $125,000.00 |
| **College Education Benefit** | |
| Loss Establishment Period | 5 Years |
| Maximum Aggregate Benefit | $60,000.00 |
| **Loss of Life Due to Heart or Circulatory Malfunctions Benefit** | |
| Maximum Benefit Amount | $10,000.00 |
| Loss Establishment Period | 90 Days |
| **Accidental Death and Specific Loss Benefit** | |
| Principal Sum | $10,000.00 |
| Loss Establishment Period | 365 Days |
| **The following riders are attached to and made a part of this policy:** | |
| Exclusions and Limitations Amendment Rider | 0PC7M-OR |

**ANNUAL PREMIUM:** $3,365.00

The premium shown above is fully earned and non-refundable on the date the coverage goes into effect.

080619:bdt

**MUTUAL OF OMAHA INSURANCE COMPANY**
Mutual of Omaha Plaza, Omaha, NE 68175

This policy is a legal contract between the Policyholder shown on the Schedule and Us. It is issued in consideration of the payment of the required premium. We agree to pay benefits, subject to the terms, conditions, and limitations of this policy.

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

This policy goes into effect on the Policy Effective Date shown on the Schedule. It expires on the Policy Expiration Date shown on the Schedule. This policy may be renewed for additional terms with Our written consent. Each term begins and ends at 12:01 a.m., Standard Time, at the main office of the Policyholder.

**THIS IS A BLANKET LIMITED ACCIDENT POLICY.**

**READ IT CAREFULLY.**

**BENEFITS ARE NOT PAYABLE FOR LOSS DUE TO SICKNESS.**

**THIS POLICY 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.**

James T. Blackledge

Chief Executive Officer

Corporate Secretary

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## INSURED RISKS

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

### ACTIVITY COVERAGE (IRCATCHEER001)

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

- participating in a Sponsored and Supervised Activity as shown on the Schedule;
- traveling in transportation:
  - paid for or reimbursed by the Policyholder/Sponsoring Organization.

## ELIGIBILITY FOR BENEFITS

### ELIGIBILITY

Persons who are eligible to be an Insured under this policy are described on 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 on 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;
- the Insured enters full time active duty in any Armed Forces;
- this policy is terminated.

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

## BENEFITS

We pay benefits under this policy subject to the TERMS OF BENEFITS section after the Insured satisfies the Deductible. Benefits may be adjusted for factors that include, but are not limited to, discounts, write-offs, and negotiated fees.

### MEDICAL EXPENSE (AMECAT001)

We will pay the following Medical Expenses incurred as a result of an Accident. Benefits are subject to the Deductible, Benefit Percentage, Maximum Benefit Amount, Benefit Period, and any applicable sub-limit amounts shown on 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:
    a. pre-admission testing if Hospital confinement occurs within seven days of the testing;
    b. emergency room treatment. Treatment must be received within 72 hours of the Accident;
    c. emergency room physician; or
    d. use of surgical facilities;
5. surgical charges for the primary performance of a surgical procedure by a Physician subject to the following:
    a. if bilateral or multiple surgical procedures are performed by one Physician, We will pay the Medical Expenses for the primary procedure;
    b. 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;
    c. if multiple surgical procedures are performed during the same operating session, reimbursement will be based upon the following: 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;
    d. 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;
    e. 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
    f. 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. surgical charges for assistant surgeon duties will be reimbursed at 25% of the Allowable Expense for surgery codes that have been assigned an assistant surgery indicator by the Centers for Medicare & Medicaid Services;
7. charges for anesthesia and its administration for surgery;
8. charges for a second surgical opinion or consultation by a Physician;
9. Physician's charges for other than pre- or post-operative care for in-Hospital visits or office visits;
10. charges for Laboratory Tests and diagnostic imaging including X-Ray, or MRI, or CAT Scan and the Physician's charges for reading or interpreting the results;
11. charges for Spinal Manipulation;
12. charges for Durable Medical Equipment;
13. charges for physiotherapy which includes:
    a. adjustment;
    b. diathermy;
    c. heat treatment;
    d. manipulation;
    e. microtherm;
    f. ultrasonic;
14. charges for Ambulance Service (Surface) or and Ambulance Service (Air);
15. charges for Orthopedic Appliances;
16. charges for Prescription Drugs;
17. charges for dental treatment when Injury occurs to sound natural teeth;

18. charges for confinement in an Extended Care Facility;
19. charges for a Nurse, other than routine Hospital care, by or under the supervision of a Nurse;
20. charges for Home Health Care;
21. charges for Custodial Care services or treatment;
22. charges for prosthetic devices;
23. care and treatment of mental or nervous disorders by a Physician;
24. for medical or surgical services and other medical supplies commonly Used for therapeutic or diagnostic services, which are prescribed by a Physician;
25. charges incurred within five years from the date of the Accident for the removal of Internal Fixation mechanical devices inserted as a result of a covered Accident; and
26. other Medical Expenses as noted on the Schedule.

## DISABILITY BENEFITS (DISABCAT001)

We will pay benefits to a Partially or Totally Disabled Insured who:

- has Injuries that are expected to be of a continuous and indefinite duration, as certified in writing by a Physician We approved; and
- is under the continuous care of a Physician for his or her Injuries, unless the Insured has reached his or her maximum point of recovery as certified in writing by a Physician We approved; and
- is Partially or Totally Disabled within two years from the date of the Accident.

### Partial Disability Benefits

After a Partially Disabled Insured satisfies the Deductible shown on the Schedule, We will pay Partial Disability benefits in the amount shown on the Schedule. After We have paid Partial Disability benefits for 12 months, We will increase the Insured's Partial Disability payment by the percentage shown on the Schedule. We will continue to increase the Insured's Partial Disability payment by the percentage shown on the Schedule each 12-month period thereafter.

Partial Disability benefits will end on the earliest of:

- the expiration of the Maximum Benefit Period shown on the Schedule;
- the date the Insured is no longer Partially Disabled; or
- the date the Insured has Monthly Gross Earnings greater than the amount shown on the Schedule for the number of consecutive months shown on the Schedule.

An Insured is not eligible for Partial Disability Benefits if the Insured qualifies for Total Disability Benefits.

### Total Disability Benefits

After a Totally Disabled Insured satisfies the Deductible shown on the Schedule, We will pay Total Disability benefits in the amount shown on the Schedule. After We have paid Total Disability benefits for 12 months, We will increase the Insured's Total Disability payment by the percentage shown on the Schedule. We will continue to increase the Insured's Partial Disability payment by the percentage shown on the Schedule each 12-month period thereafter.

Total Disability benefits will end on the earliest of:

- the expiration of the Maximum Benefit Period shown on the Schedule;
- the date the Insured is no longer Totally Disabled; or
- the date the Insured has Monthly Gross Earnings greater than the amount shown on the Schedule for the number of consecutive months shown on the Schedule.

### Resumption of Disability

We will resume paying Partial Disability or Total Disability benefits to an Insured if:

- the Insured was receiving disability benefits under this policy and all disability benefits ended because the Insured was no longer Partially Disabled or Totally Disabled;
- the Insured again becomes Partially Disabled or Totally Disabled as a result of the Accident for which We previously paid the Insured disability benefits;
- the Partial Disability or Total Disability resumes within two years of the date the Insured's disability benefits ended under the Policy; and
- the Partial Disability or Total Disability lasts at least three consecutive months following resumption of the disability.

If the Insured is eligible to resume Partial Disability or Total Disability benefits, We will resume benefits in the following amounts:

- if the Insured was formerly Totally Disabled and resumes disability benefits as Partially Disabled, the amount the Insured would have received if the Insured had been Partially Disabled at the time the Insured's disability previously ended;
- if the Insured was formerly Partially Disabled and resumes disability benefits as Totally Disabled, the amount the Insured would have received if the Insured had been Totally Disabled at the time the Insured's disability previously ended; or
- if the Insured resumes disability benefits within the same category of disability, the amount the Insured was receiving at the time the Insured's disability previously ended.

If an Insured is entitled to the resumption of Partial Disability or Total Disability benefits, We will restart payments at the beginning of the fourth month following resumption of the disability. We will resume paying disability benefits under the same conditions set forth under the Partial Disability Benefits and Total Disability Benefits sections above.

## ADJUSTMENT EXPENSE BENEFIT (ADJEXCAT001)

We will pay adjustment expense benefits on behalf of the Totally Disabled Insured after the Insured satisfies the Deductible, up to the Maximum Benefit Amount shown on the Schedule.

Adjustment expenses are expenses incurred for:

- training an Immediate Family Member to perform the rehabilitative or custodial functions the Insured needs, up to the amount shown on the Schedule. The training must occur during the time immediately after the date of the Accident shown on the Schedule;
- Family Travel expenses for Immediate Family Members between their home and the Insured's place of treatment (Hospital or Rehabilitation Facility), up to the amount shown on the Schedule for each family member. The travel must occur during the time immediately after the date of the Accident shown on the Schedule. Family Travel is limited to no more than two Immediate Family Members at one time; and
- lost earnings by the Insured's spouse (if the Insured is married) or one parent or legal guardian as the result of the Insured's Injury. Lost earnings expense will be limited to the percentage of Monthly Gross Earnings shown on the Schedule. The maximum benefit per week and the maximum period of time benefits are available after the date of the Accident are shown on the Schedule. Weeks and months of lost earnings must be consecutive.

## SPECIAL EXPENSE BENEFIT (SPECEXCAT001)

We will pay for Special Expenses for a Totally Disabled Insured after the Insured satisfies the Deductible, up to the amounts shown on the Schedule.

Payment for purchase or modifications of a motor vehicle or housing is limited to those items that are appropriate and Medically Necessary to accommodate the Insured's Total Disability. Such Special Expenses must be recommended by the Insured's Physician and approved by Us.

***Special Expense*** means an expense incurred by an Insured who is Totally Disabled for a special item to accommodate his or her physical disability. Such special items may include:

- a specialized wheelchair or other types of equipment or computer programs designed for use by someone with the Insured's type of physical disability;
- the adaptation or modification of the Insured's owned motor vehicle or such motor vehicle as was usually used by the Insured. The purchase of a motor vehicle is limited to those expenses reasonably necessary to provide a motor vehicle appropriate to accommodate the Insured. Such purchase will be made only if the Insured's then existing motor vehicle cannot be modified to accommodate the Insured's physical disability; or
- the adaptation or modification of the Insured's housing.

## COLLEGE EDUCATION BENEFIT (CLGEDCAT001)

We will pay college education benefits on behalf of a Totally Disabled Insured after the Insured satisfies the Deductible. College Education benefits pay for the cost of attendance to obtain an undergraduate degree at an accredited institution. The Totally Disabled Insured must start undergraduate study after the date of the Accident and within the Loss Establishment Period. The cost of attendance equals the sum of tuition, room and board, required books, lab fees, and mandatory activity fees minus any other financial aid, grants or scholarships, including athletic scholarships, the Insured receives. We will pay the college education benefit directly to the accredited institution attended by the Insured.

The college education benefit will not exceed the Maximum Benefit Amount shown on the Schedule.

The college education benefit will end on the earliest of:

- the date the Insured completes the requirements of the accredited institution to receive any undergraduate degree, regardless of the Insured's course of study;
- the 20th anniversary of the date the Insured started undergraduate study after the Accident; or
- the date We have paid the Maximum Benefit Amount for the Insured.

## LOSS OF LIFE DUE TO HEART OR CIRCULATORY MALFUNCTIONS BENEFIT (HCMCAT001)

We will pay the Loss of Life benefit shown on the Schedule if the Heart or Circulatory Malfunction results in the Insured's death. Death must occur within the Loss Establishment Period.

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

## ACCIDENTAL DEATH AND SPECIFIC LOSS BENEFIT (ADSLCATPERC001)

We will pay the benefit amounts shown below, based upon the Principal Sum shown on the Schedule, for accidental death and specific loss which:

- results solely from an Injury to the Insured that occurs during a Sponsored and Supervised Activity and from no other contributory cause; and
- is sustained within the Loss Establishment Period.

If an Insured sustains more than one such loss as the result of one Accident, We will pay only the largest benefit to which the Insured is entitled. This amount will not exceed the Principal Sum that applies for the Insured.

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

| *Loss* | *Benefit Amount* |
|---|---|
| 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 |

## EXCLUSIONS AND LIMITATIONS (EXCAT001-OR)

No benefits are payable for:

1. bacterial infection, except infection of and through a wound accidentally sustained;
2. loss from intentionally self-inflicted injury, suicide while sane or insane;
3. loss from commitment of or an attempt to commit a felony, or engagement in an illegal activity;
4. loss from an act of declared or undeclared war;
5. loss from participation in a riot or insurrection;
6. loss from travel or flight in or descent from any aircraft, unless the Insured is a passenger for authorized group or team travel on a regularly scheduled flight on a commercial airline, or is a passenger on an aircraft chartered solely for the purpose of travel which has a valid airworthiness certificate from the jurisdiction in which operated and which is being operated by a duly licensed pilot;
7. charges which exceed the Allowable Expense;
8. charges incurred for dental work unless the Insured sustains an Injury which results in damage to his or her natural teeth;
9. charges incurred for television, telephone, water pitcher, and other personal convenience items, or expenses for other persons, except as may be specifically provided for elsewhere in this policy;
10. charges incurred for services or supplies not specifically provided for in the policy;
11. charges which would not have been made in the absence of insurance or which the Insured is not legally obligated to pay;
12. charges incurred for cosmetic procedures, unless made Medically Necessary by an Injury;
13. charges incurred for eyeglasses, contact lenses, or hearing aids or for any examination or fitting related to these devices unless made Medically Necessary by an Injury;
14. charges incurred for care, treatment, or service which is not Medically Necessary to the diagnosis or treatment of an Injury;
15. charges incurred for the professional services of a person who either lives with the Insured or is an Immediate Family Member;
16. charges incurred for Experimental or Investigational Drug or Treatment;
17. charges incurred for articles of clothing which are intended for use more than once;
18. routine medical examination and related medical services;
19. charges which are recoverable from any other insurance policy, service contract, Workers' Compensation, or other arrangements of insured or self-insured group coverage;
20. charges for mental or nervous disorders, except as specifically provided herein;
21. elective treatment or surgery, health treatment, or examination where no Injury is involved;
22. acts of aggression, assault or battery (only if instigated by the Insured);
23. fighting or brawling (other than an act of aggression instigated by an Insured);
24. drugs that promote fertility, treat infertility, enable sexual performance, or provide sexual enhancement;
25. injuries associated with activities or travel outside the United States unless the Injury occurred as part of an Activity held outside the United States and the treatment is not considered an Experimental or Investigational Drug or Treatment in the United States;
26. sickness, disease, bodily or mental infirmity, or medical or surgical treatment thereof, or 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;
27. treatment in any Veterans Administration or federal Hospital, unless there is a legal obligation to pay;
28. active duty service in any Armed Forces;
29. voluntary self-administration of any drug or chemical substance not prescribed by or not taken according to the directions of the Physician;
30. Injury caused by, attributable to, or resulting from the Insured's Intoxication;
31. 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;
32. operating a motor vehicle under the influence of a Controlled Substance unless administered on the advice of a Physician and taking the prescribed dosage;
33. 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;

34. services or treatment incurred to the extent they are paid or payable under any Other Insurance Plan;
35. 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;
36. Injury sustained by reason of a motor vehicle accident to the extent that benefits are paid or payable by any Other Insurance Plan.

### NONDUPLICATION OF BENEFITS

If any item of expense is payable under more than one provision of this policy, We will pay only the largest benefit to which the Insured is entitled.

## TERMS OF BENEFIT PAYMENTS

We will pay the benefits specified in the BENEFITS section to all Insureds who suffer a loss within the Scope of Coverage due to Injury. We consider a claim for an expense for treatment, service, or purchase to be incurred under this policy on the date the treatment or service is provided or the purchase is made.

### FULL EXCESS MEDICAL EXPENSE (TBCATFE001)

We will pay the Medical Expenses an Insured incurs that exceed amounts payable by any Other Insurance Plan, subject to the Deductible, Benefit Percentage, and Benefit Period shown on 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.

If an Insured is covered under a policy issued by another insurance carrier which provides substantially similar benefits and provisions and has a deductible of $25,000 or more, such policy will not be considered an Other Insurance Plan. Instead, this policy, on an excess basis over all Other Insurance Plans, will share payment of eligible benefits with the other policy by contribution based on equal shares. Under this approach, this policy will contribute an amount equal to that contributed by the other catastrophic policy until the benefits owed are paid.

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

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

### AGGREGATE LIMIT OF LIABILITY

The Aggregate Limit of Liability per Insured is shown on the Schedule. We will not be liable for any amount over this limit for any Insured for any one Accident.

## CLAIM PROVISIONS

### NOTICE OF CLAIM

We must receive written notice within 60 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 Policyholder's/Sponsoring Organization's name;
- the policy number; and
- the Insured's name and address.

### 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, at Our expense, have the right to have an Insured examined, as often as it may reasonably require, whenever his or her loss is the basis of a claim.

We, at Our expense, have the right to require an autopsy of the Insured if not prohibited by law.

### PAYMENT OF CLAIMS

We will pay benefits after We receive acceptable proof of loss and confirm benefits are payable.

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 Policyholder/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 or domestic partner; 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 Policyholder's/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.

## PREMIUM PROVISIONS

### REPORTING REQUIREMENTS

The Policyholder/Sponsoring Organization or its authorized agent must report to Us any additional information required as We and the Policyholder/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 Policyholder/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 Policyholder's/Sponsoring Organization's most recent address in Our records.

### REINSTATEMENT AFTER TERMINATION

If this policy terminates for any reason, the Policyholder/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 Policyholder/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; and
- any riders or endorsements.

The insurance contract may be changed (including reducing or ending benefits or increasing premium costs) any time We and the Policyholder/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.

### POLICYHOLDER/SPONSORING ORGANIZATION RECORDS

The Policyholder/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 Policyholder's/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 under this policy govern.

#### Obligations of Insured

Relating to benefits payable by Us, 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 this 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 to 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 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 Policyholder/Sponsoring Organization may terminate this policy at any time.

We will refund any unearned premium from the date of termination.

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.

## CERTIFICATES OF INSURANCE

We will deliver a certificate of insurance to the Policyholder/Sponsoring Organization for delivery by the Policyholder/ Sponsoring Organization to the Insured, in those states in which it is required. Each certificate will list the benefits, conditions, and limits of this policy.

## DEFINITIONS

***Accident*** means an unexpected and unintended event 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.

***Activities of Daily Living (ADLs)*** means:

- transferring oneself (such as moving in or out of a bed or chair);
- dressing (putting on or removing from oneself items of clothing);
- bathing (washing oneself in a bathtub or shower or by sponge bath);
- feeding (giving oneself food or nourishment, including through a feeding tube);
- toileting (getting oneself on or off a toilet and related hygiene); and
- continence (maintaining one's control of bladder or bowel functions or maintaining care of a catheter or colostomy bag if one cannot control bladder or bowel functions).

***Allowable Expense*** means a Medical Expense payable under the policy that is not in excess of the 80$^{th}$ 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.

***Benefit Period*** means the period of time from the date of the Injury within which benefits will be paid for an applicable benefit provision. The Benefit Period is shown on the Schedule.

***Conditioning*** means exercise, performed outside of practice sessions, that directly contributes towards the Insured Person's ability to participate as a player on an athletic team for the sports specified on the Schedule. The exercise must take place at the Policyholder's/Sponsoring Organization's athletic facilities or another facility specifically authorized by the Policyholder/Sponsoring Organization.

***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

***Custodial Care*** means services or treatment, regardless of where provided:

- which could be rendered safely by a person without medical skills; and
- which provides a routine level of maintenance care designed mainly to help the patient with:
  - ADLs;
  - homemaking, such as preparing meals or special diets;
  - moving the patient;

- acting as companion or sitter;
- supervising medication which can usually be self-administered;
- oral hygiene;
- ordinary skin and nail care; and
- cannot be self-administered.

Custodial Care does not include services or treatment provided by an Immediate Family Member or by a person who lives with the Insured, unless We specifically agree in writing. Custodial Care does not include Home Health Care services or treatment.

***Date of Recovery*** means:

- for an Insured who suffered the complete and irreparable severance of an arm or leg at or above the wrist or ankle joint, but who was not Totally Disabled, the date immediately following a period of 24 consecutive months during which the Insured received no Medically Necessary care as a result of the Accident for which benefits had been received under this Policy;
- for an Insured not Totally Disabled and who has not suffered the complete and irreparable severance of an arm or leg at or above the wrist or ankle joint, the earlier of:
    - the date the Insured receives medical clearance to participate in a Sponsored and Supervised Activity;
    - the date the Insured is released from treatment;
    - the date the Policyholder allows the Insured to return to participation in a Sponsored and Supervised Activity;
    - the date immediately following a period of 24 consecutive months during which the Insured received no Medically Necessary care as a result of the Accident for which benefits had been received under this Policy; or
- For an Insured who was Totally Disabled, the date such Insured no longer qualifies as Totally Disabled as defined in this policy.

***Deductible (Reducing)*** means the amount of eligible Medical Expenses incurred by an Insured before benefits are payable under this policy. Expenses must be incurred within the Deductible Establishment Period. 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.

***Deductible Establishment Period*** means the time period, beginning with the date of the Accident, in which the Deductible must be satisfied. This time period is shown on the Schedule.

***Durable Medical Equipment*** means equipment that is Medically Necessary. It is equipment that can withstand repeated use, is primarily and customarily used to serve a medical purpose, and generally is not useful to anyone in the absence of an Injury.

***Experimental or Investigational Drug or Treatment*** means a drug, device, treatment, or procedure:

- which cannot be lawfully marketed without approval of the U.S. Food and Drug Administration and which has not been so approved for marketing at the time the drug, device, treatment, or procedure is furnished;
- which was reviewed and approved (or which is required by federal law to be reviewed and approved) by the treating facility's Institutional Review Board or other body serving a similar function, or a drug, device, treatment, or procedure which is used with a patient informed consent document which was reviewed and approved (or which is required by federal law to be reviewed and approved) by the treating facility's Institutional Review Board or other body serving a similar function;
- which Reliable Evidence shows is the subject of ongoing phase I, II, or III clinical trials, or is under study to determine its maximum tolerated dose, its toxicity, its safety, its efficacy, or its efficacy as compared with the standard means of treatment or diagnosis; or
- for which the prevailing opinion among experts, as shown by Reliable Evidence, is that further studies or clinical trials are necessary to determine its maximum tolerated dose, its toxicity, its safety, its efficacy, or its efficacy as compared with the standard means of treatment or diagnosis.

***Reliable Evidence*** means only published reports and articles in peer-reviewed medical and scientific literature; the written protocol or protocols used by the treating facility or the protocol(s) of another facility studying substantially the same drug,

device, treatment, or procedure; or the patient informed consent document used by the treating facility or by another facility studying substantially the same drug, device, treatment, or procedure.

***Extended Care Facility*** means an institution operating pursuant to applicable state law engaged in providing, for a fee, skilled nursing care and related services and physical therapy services under the supervision of a Physician and registered Nurses, to persons convalescing from illness or Injury. It must have facilities for 10 or more inpatients and maintain clerical records on all of its patients. To qualify as a Medical Expense under this policy, the Insured's confinement in an Extended Care Facility must:

- start within five days after the Insured has been continuously confined for at least five days in a Hospital as a result of an Accident;
- be for treatment of the Injuries resulting from such Accident;
- be one during which a Physician visits the Insured at least once every 30 days;
- be certified to be Medically Necessary by the attending Physician; and
- not be for routine Custodial Care.

***Family Travel*** means travel via regularly scheduled commercial airline, train, bus, or Automobile. Family Travel includes the expense of general coach fares. Automobile expenses are limited to the prevailing Internal Revenue Service rate (based upon cents per mile) to the location of the Hospital or Rehabilitation Facility. Family Travel does not include the expense of clothing, tips, lodging, meals, car rental, or travel other than to the Hospital or Rehabilitation Facility, or any other item or service beyond that described herein.

***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 that occurs as a result of Injury to the Insured while participating in a Sponsored and Supervised Activity.

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***Home Health Care*** means Nursing Care and treatment, to an Insured in his or her home, which is part of an overall extended treatment plan and a) is required for progressive and positive improvement of the Insured's medical condition and b) is necessary to provide care and treatment that cannot be self-administered.
To qualify as Home Health Care:

- the plan must be established and approved in writing by the attending Physician, including certification in writing by the attending Physician that confinement in a Hospital or Extended Care Facility would be required in the absence of Home Health Care and
- Nursing Care and treatment must be provided by a Hospital certified to provide Home Health Care services, by a certified Home Health Care agency or by an independently hired Nurse or Nurse Practitioner.

Home Health Care also means at home physical, speech, and occupational therapies when initiated in conjunction with discharge placement through a Rehabilitation Facility and approved by the attending Physician.
Home Health Care does not include services provided by an Immediate Family Member or a person who lives with the Insured, unless We specifically agreed to the services. Home Health Care does not include Custodial Care.

***Hospital*** means an institution that:

- is licensed (if required) as a Hospital by applicable licensing authorities;
- is open at all times;
- is operated mainly to diagnose and treat illnesses and Injuries on an inpatient basis;
- has a staff of one or more Physicians on call at all times;
- has 24-hour nursing services by registered Nurses;
- is not mainly a skilled nursing facility, clinic, nursing home, rest home, convalescence home, or like place; and
- has organized facilities for major surgery or provides for such facilities for its patients through formal written agreement with other Hospitals.

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

***Injury or Injuries*** 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 during a Sponsored and Supervised Activity.

***Instrumental Activities of Daily Living (IADLs)*** means:

- using the telephone and other communication devices;
- shopping;
- preparing meals;
- housekeeping or basic home maintenance;
- doing laundry;
- driving or arranging transportation;
- self-administering medication(s);
- handling finances.

***Insured*** means:

- a person as identified by the Policyholder/Sponsoring Organization and shown in the Eligibility section of the Schedule.

***Internal Fixation*** means a surgical procedure that stabilizes and joins the ends of fractured bones by mechanical devices such as metal plates, pins, rods, wire, or screws.

***Intoxication or Intoxicated*** means a blood alcohol level which equals or exceeds the legal limit for operating a motor vehicle in the state or jurisdiction where the Accident occurred.

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

***Loss Establishment Period*** means the time period shown on the Schedule, beginning with the date of the Accident, within which the following must occur:

- undergraduate study must start or resume for College Education Benefits;
- accidental death;
- a specific loss; or
- loss of life as a result of Heart or Circulatory Malfunction.

***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 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.

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

***Medical Expenses*** means expenses incurred for Medically Necessary care.

***Medically Necessary*** means care that is ordered, prescribed, or rendered by a Physician or Hospital, and that We determine, or a qualified party or entity We select determines, 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 Investigational.

In the case of Hospital or Extended Care Facility confinement, Home Health Care or Custodial Care, the length of confinement or treatment and the services or supplies furnished by the Hospital or Extended Care Facility, Home Health Care or Custodial Care plan will be Medically Necessary only if We can reasonably determine that they are related to the care or treatment of the Insured's condition. The services or supplies must not be an Experimental or Investigational Drug or Treatment in nature. The fact that a Physician may prescribe, order, recommend, or approve care, a service or supply does not, of itself, make the care, service, or supply Medically Necessary.

***Monthly Gross Earnings*** means all sources of earnings required to be reported as items of income on IRS Form 1040, without regard to expenses, taxes, and credits, regardless of whether an IRS Form 1040 is filed.

***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.

***Nursing Care*** means care or treatment provided by a Nurse or Nurse Practitioner

***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 he or she actually receives benefits under a workers' compensation law. If the Insured enters into a settlement to give up his or her 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.

***Partial Disability or Partially Disabled*** means the Insured, within two years of the date of an Accident and as a result of that Accident:
- has suffered an irrecoverable loss of speech, hearing of both ears, sight in both eyes, use of both arms, use of both legs, or use of one arm and one leg and is unable to perform at least one ADL(s); or
- has suffered severely diminished mental capacity due to brain stem or other neurological damage and is unable to perform at least one ADL(s) or at least two IADL(s).

***Physician*** means a legally qualified physician, Nurse Practitioner, or Physician's Assistant practicing within the scope of his or her license as recognized in the state where services are rendered. Physician does not include:
- the Insured; or
- an Immediate Family Member;
- a person living with the Insured; or
- a person employed or retained by the Policyholder/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.

***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.

***Rehabilitation Facility*** means a legally operating institution or part of an institution which:

- has a transfer agreement with one or more Hospitals;
- is primarily engaged in providing comprehensive multi-disciplinary physical rehabilitative services or rehabilitation inpatient care; and
- is duly licensed by the appropriate government agency to provide such services.

Rehabilitation Facility does not include institutions which:

- provide only minimal care, Custodial Care, care for the terminally ill, or part-time care services or
- an institution which primarily provide treatment for mental disorders, chemical dependency, or tuberculosis, unless the facility is licensed, certified, or approved as a Rehabilitation Facility for the treatment of medical conditions, drug addictions, or alcoholism in the jurisdiction where it is located. Such facility is required to be accredited by the Joint Commission on Accreditation of Healthcare Organizations, or the Commission on Accreditation of Rehabilitation Facilities.

***Repetitive Motion Injury*** means conditions such as, but not limited to: bursitis, stress fracture, strain, shin splint, or tendonitis.

***School*** means the participating school or school district where the Insured is enrolled. The School must be duly accredited (state certified or accredited) primary, elementary, secondary, or collegiate school.

***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 BENEFITS section of this policy;
- has satisfied the Deductible within the Deductible Establishment Period specified on the Schedule;
- occurs during the Loss Establishment Period on the Schedule, if any; and
- occurs while this policy is in effect.

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

***Spinal Manipulation*** is the treatment of subluxation or dislocation of the spine, or treatment for the general purpose of correction of nerve interference and its effects by manual or mechanical means when interference results from or is related to distortion or misalignment of or in the vertebral column.

***Sponsored and Supervised Activity*** means a Policyholder/Sponsoring Organization authorized function:

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

***Sponsoring Organization*** means the legal entity to whom We issue this policy or that is affiliated with the Policyholder or that elects coverage under this policy.

***Total Disability or Totally Disabled*** means the Insured, within two years of the date of an Accident and as a result of that Accident:

- has suffered an irrecoverable loss of speech, hearing of both ears, sight in both eyes, use of both arms, use of both legs, or use of one arm and one leg and is unable to perform at least three ADL(s) or
- has suffered severely diminished mental capacity due to brain stem or other neurological damage and is unable to perform at least three ADL(s) or at least four IADL(s).

***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.

**MUTUAL OF OMAHA INSURANCE COMPANY**
**Mutual of Omaha Plaza, Omaha, NE 68175**

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## EXCLUSIONS AND LIMITATIONS AMENDMENT RIDER

This amendment is made a part of the SB21CC OR policy or certificate to which it is attached. It is subject to all provisions and definitions as stated in your policy or certificate not in conflict with this amendment. In the event of a conflict between this amendment and any other provision of your policy or certificate, this amendment will control.

Amendment Date (same as the Policy Effective Date or certificate date if no date is shown)

## EXCLUSIONS AND LIMITATIONS AMENDMENT

A new limitation is being added to the EXCLUSIONS AND LIMITATIONS section of your policy or certificate relative to the Medical Expense Benefits section. The new limitation reads:

No benefits are available for:

- Medical Expenses incurred after the Date of Recovery, except as specified in the Date of Recovery Benefit.

## TERMINATION

This rider terminates when your policy terminates.

MUTUAL OF OMAHA INSURANCE COMPANY

Corporate Secretary