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**State:** Arkansas **Filing Company:** National Guardian Life Insurance Company  
**TOI/Sub-TOI:** H04 Health - Blanket Accident/Sickness/H04.001 Student  
**Product Name:** Sports Accident  
**Project Name/Number:** Sports Accident/NSP-2013

## Filing at a Glance

Company: National Guardian Life Insurance Company  
Product Name: Sports Accident  
State: Arkansas  
TOI: H04 Health - Blanket Accident/Sickness  
Sub-TOI: H04.001 Student  
Filing Type: Form  
Date Submitted: 11/13/2012  
SERFF Tr Num: NGLI-128769240  
SERFF Status: Closed-Approved-Closed  
State Tr Num:  
State Status: Approved-Closed  
Co Tr Num: NSP-2013  
  
Implementation: On Approval  
Date Requested:  
Author(s): Peggy Kratz, DeeAnna Chaput, Susan Coulter, Eve Indradat  
Reviewer(s): Rosalind Minor (primary)  
Disposition Date: 11/14/2012  
Disposition Status: Approved-Closed  
Implementation Date:  
  
State Filing Description:

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## General Information

Project Name: Sports Accident Status of Filing in Domicile:  
Project Number: NSP-2013 Date Approved in Domicile:  
Requested Filing Mode: Review & Approval Domicile Status Comments:  
Explanation for Combination/Other: Market Type: Group  
Submission Type: New Submission Group Market Size: Large  
Group Market Type: Blanket Overall Rate Impact:  
Filing Status Changed: 11/14/2012 Deemer Date:  
State Status Changed: 11/14/2012 Submitted By: Eve Indradat  
Created By: Eve Indradat  
Corresponding Filing Tracking Number:

PPACA: Not PPACA-Related

PPACA Notes: null

Include Exchange Intentions: No

### Filing Description:

On behalf of National Guardian Life Insurance Company, Coulter and Associates is filing the Student accident program for your review and approval.

The captioned policy provides benefits only for expenses incurred as the result of a covered accidental injury. The policy will be available for issue to schools, school districts, colleges, universities and other institutions of higher learning. There are two coverages available:

1. Sports Accidental Injury coverage only. Policy will be issued to the school to cover all students participating in a sport for which the school selects coverage. All eligible team members will be covered, with the school paying all premiums.
2. School-time Coverage. Policy will again be issued to a school (college, university or other institution of higher education). However, under this coverage, all eligible (enrolled) students will be covered while participating in school-time activities. Here again, all premiums will be paid by the school. No premiums will be required from an individual student.

There are seven optional riders that will be available to a Policyholder.

1. Expanded Medical Expense Benefit Rider, NSPR-EM, broadens the definition of "injury" to include the following: "Injury" will also include the following list of conditions which are attributable to exertion from participating in a covered activity as defined in Section II - Coverage:

Tendonitis, Bursitis, Strains, Sprains, Shin Splints, Stress Fractures, Heat Exhaustion, High Blood Pressure, Hernia and Similar Conditions. For the purposes of the benefits provided by this Rider, Injury will also include the acute onset of conditions relating to the heart and/or circulatory system. Such condition must have resulted from the play, practice or conditioning of a sporting event. These conditions include, but are not limited to, heart attack, stroke, brain circulatory malfunctions and heat exhaustion.

2. Optional Reinjury Benefit Rider, NSPR-RI, broadens the definition of "injury" to include the following: "Injury will also include a reinjury or aggravation of an Injury sustained prior to the effective date of the Policy. The Insured Person must have received medical clearance to participate in the appropriate athletic activity of the Policyholder prior to the reinjury or aggravation. The medical clearance must be provided by the physician responsible to the Policyholder for such

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determination. A reinjury or aggravation of a prior Injury must occur in a covered event."

3. Optional Amendment Rider NSPR-EX deletes a paragraph from the definition of "Other Valid and Collectible Insurance" that deals with how benefits are paid that would normally be in excess of benefits payable by an HMO or PPO.

4. Optional Amendment Rider NSPR-OFFS provides benefits when selected by the school, for injuries occurring during off-season training and conditioning.

5. The Optional Subrogation Rider, NSPR-SR, adds a subrogation provision to the policy.

6. Optional Retention Rider NSPR-PR is meant to attach to such policies and merely pertains to an agreement between the policyholder/school and the insurance carrier. The underlying reason for this agreement is as follows. The college or university which produces various sports teams representing the school desires to provide accident protection for the team members who participate and represent the school. Due to the cost of such insurance protection, several schools have asked our company to participate in a plan where the school would be responsible for a certain amount of total accident claims (Policyholder Retention) during a policy period. This plan then provides that the insurance company continue any claim amounts beyond that Retention amount. This will be a cost saving measure for a school that wishes to self-insure certain amounts rather than paying the full premium for such coverage. The benefits of both the self-funded portion and the insurance contract portion are identical. There will be gaps in coverage. All benefits paid to the students will be consistent with one plan of benefits. Basically, the expenses are reimbursed for usual and customary charges. The insurance company will be the claim payer for all benefits, the self-funded amount as well as the insured amount.

The company will receive a reduced premium for its risk. While this may be similar to stop loss insurance, this is not the case. The insurance company does not reimburse the school, but continues to pay claims to individuals or providers of medical treatment.

The two variables under this rider have been bracketed. These variables represent: 1. The Policyholder Retention. This is the aggregate amount of total expenses of all insureds for which the policyholder will responsible. This number will vary based on the agreement between the policyholder/school and the insurance company. 2. The maximum amount for any one covered accident. This amount will also vary based on the agreement between the policyholder/school and the insurance company.

7. Optional Guest Recruit Rider NSPR-GR includes prospective student athletes of the school while visiting upon invitation of the school.

## Company and Contact

### Filing Contact Information

Eve Indradat, [eve@coulter-and-associates.com](mailto:eve@coulter-and-associates.com)  
379 Princeton-Hightstown Road 609-443-7540 [Phone]  
Suite 15  
Cranbury, NJ 08512

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**Filing Company Information**

National Guardian Life Insurance Company	CoCode: 66583	State of Domicile: Wisconsin
P.O. Box 1191	Group Code: 1211	Company Type: LAH
Madison, WI 53701-1191	Group Name:	State ID Number:
(800) 626-7931 ext. 5325[Phone]	FEIN Number: 39-0493780	

**Filing Fees**

Fee Required? Yes  
 Fee Amount: \$400.00  
 Retaliatory? Yes  
 Fee Explanation: Wisconsin no fee.  
  
 \$50 per form for Arkansas = \$50 x 8 = \$400  
 Per Company: No

Company	Amount	Date Processed	Transaction #
National Guardian Life Insurance Company	\$400.00	11/13/2012	64862656

SERFF Tracking #:

NGLI-128769240

State Tracking #:

Company Tracking #:

NSP-2013

State:

Arkansas

Filing Company:

National Guardian Life Insurance Company

TOI/Sub-TOI:

H04 Health - Blanket Accident/Sickness/H04.001 Student

Product Name:

Sports Accident

Project Name/Number:

Sports Accident/NSP-2013

## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Rosalind Minor	11/14/2012	11/14/2012

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## Disposition

Disposition Date: 11/14/2012

Implementation Date:

Status: Approved-Closed

HHS Status: Not Reported

State Review: Reviewed-No Actuary

Comment:

Rate data does NOT apply to filing.

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification	Approved-Closed	Yes
Supporting Document	Application	Approved-Closed	Yes
Supporting Document	PPACA Uniform Compliance Summary	Approved-Closed	Yes
Supporting Document	Third Party Authorization to File	Approved-Closed	Yes
Form	Blanket Accident Insurance Policy	Approved-Closed	Yes
Form	Expanded Medical Expense Benefit Rider	Approved-Closed	Yes
Form	Optional Reinjury Benefit Rider	Approved-Closed	Yes
Form	Optional Amendment Rider	Approved-Closed	Yes
Form	Optional Amendment Rider	Approved-Closed	Yes
Form	Optional Subrogation Rider	Approved-Closed	Yes
Form	Optional Retention Rider	Approved-Closed	Yes
Form	Application for Sports Accident	Approved-Closed	Yes

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## Form Schedule

Lead Form Number: NSP-2013								
Item No.	Schedule Item Status	Form Name	Form Number	Form Type	Form Action	Action Specific Data	Readability Score	Attachments
1	Approved-Closed 11/14/2012	Blanket Accident Insurance Policy	NSP-2013	POLA	Initial		45.300	NSP-2013-Student Accident Policy - Final.pdf
2	Approved-Closed 11/14/2012	Expanded Medical Expense Benefit Rider	NSPR-EM	POLA	Initial		47.800	NSPR-EM-Optional Expanded Medical Rider - Final.pdf
3	Approved-Closed 11/14/2012	Optional Reinjury Benefit Rider	NSPR-RI	POLA	Initial		39.100	NSPR-RI- Optional Re-injury Benefit Rider - Final.pdf
4	Approved-Closed 11/14/2012	Optional Amendment Rider	NSPR-EX	POLA	Initial		46.300	NSPR-EX-Optional Excess Rider - Final.pdf
5	Approved-Closed 11/14/2012	Optional Amendment Rider	NSPR-OFFS	POLA	Initial		45.600	NSPR-OFFS-Optional Off Season Conditioning Rider - Final.pdf
6	Approved-Closed 11/14/2012	Optional Subrogation Rider	NSPR-SR	POLA	Initial		46.500	NSPR-SR-Optional Subrogation Provision Rider - Final.pdf

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### Lead Form Number: NSP-2013

Item No.	Schedule Item Status	Form Name	Form Number	Form Type	Form Action	Action Specific Data	Readability Score	Attachments
7	Approved-Closed 11/14/2012	Optional Retention Rider	NSPR-PR	POLA	Initial		45.500	NSPR-PR- Policyholder Retention Rider - Final.pdf
8	Approved-Closed 11/14/2012	Application for Sports Accident	NSPApp-2013	AEF	Initial			NGL- Application for Sports Accident - Final.pdf

### Form Type Legend:

<b>ADV</b>	Advertising	<b>AEF</b>	Application/Enrollment Form
<b>CER</b>	Certificate	<b>CERA</b>	Certificate Amendment, Insert Page, Endorsement or Rider
<b>DDP</b>	Data/Declaration Pages	<b>FND</b>	Funding Agreement (Annuity, Individual and Group)
<b>MTX</b>	Matrix	<b>NOC</b>	Notice of Coverage
<b>OTH</b>	Other	<b>OUT</b>	Outline of Coverage
<b>PJK</b>	Policy Jacket	<b>POL</b>	Policy/Contract/Fraternal Certificate
<b>POLA</b>	Policy/Contract/Fraternal Certificate: Amendment, Insert Page, Endorsement or Rider	<b>SCH</b>	Schedule Pages

**BLANKET ACCIDENT INSURANCE POLICY**  
(Non-Participating)



issued by

A Mutual Company Incorporated in 1909  
PO Box 1191 • Madison, WI 53701-1191

Underwritten by: National Guardian Life Insurance Company  
Two East Gilman Street  
P.O. Box 1191  
Madison, WI 53701-1191

Administrator: [TPA Name  
TPA Street Address  
TPA City, State, Zip  
TPA Toll-Free Number]

In this Policy, National Guardian Life Insurance Company is called "We," "Us," "Our" or "the Company." The Policy is issued to the Policyholder. It insures the students of the Policyholder.

**INSURING AGREEMENTS**

**COVERAGE:** The Policy provides benefits for Eligible Expenses incurred due to an Injury. We will pay the benefits under the terms of the Policy in consideration of the application for this Policy and the payment of all premiums.

This Policy is issued for an initial term of one year. The Effective and Termination Dates are shown in the Policy Schedule. All time periods begin and end at 12:01 A.M., local time, at the Policyholder's address.

The following pages form a part of this Policy as fully as if the signatures below were on each page. It is signed for the Company by its President and Secretary.

A handwritten signature in black ink that reads "Mathew J. Dew".

**Mathew J. Dew**  
Secretary

A handwritten signature in black ink that reads "Mark L. Solverud".

**Mark L. Solverud**  
President

**THIS IS AN ACCIDENT ONLY POLICY. IT DOES NOT PAY BENEFITS FOR LOSS DUE TO SICKNESS**

**THIS POLICY CONTAINS A NON-DUPLICATION OF BENEFITS PROVISION: BENEFITS UNDER THIS POLICY ARE LIMITED TO EXPENSES THAT ARE IN EXCESS OF BENEFITS PAYABLE UNDER OTHER VALID AND COLLECTIBLE INSURANCE.**

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**POLICY SCHEDULE**

Policyholder: ABC COLLEGE Policy Number: 2011XXX00

Policy Effective Date: [09/01/2011 Termination Date: 09/01/2012]

Type of Coverage:

- Coverage A - Sports Accident Only
- Coverage B - School Time Coverage
- Combination of Coverage A and Coverage B

[Sports Team(s)] to be covered under this Policy:

[MEN: Basketball, Baseball, Soccer, Golf]

[WOMEN: Basketball, Softball, Soccer, Golf]

**OPTIONAL COVERAGES:**

- Re-injury Benefit Rider
- Expanded Medical Rider
- Excess - HMO/PPO Rider
- Subrogation Rider
- Off Season Conditioning Rider
- Guest Recruit Rider

**MEDICAL EXPENSE BENEFITS**

Maximum Medical Benefit: \$[XX,XXX.00]

Maximum Dental Benefit: \$[X,XXX.00][Included in Medical Benefit]

Deductible Amount(s): \$[XXX.00]

Benefit Period: \_\_\_\_ Weeks

Coinsurance Amount(s):

[70%-100%] of the Usual and Customary, [subject to Deductible]

**ACCIDENTAL DEATH AND DISMEMBERMENT BENEFIT:**

Principal Sum: \$[XX,XXX.00]

Double Dismemberment Indemnity \$[XX,XXX.00]

Single Dismemberment Indemnity: \$[X X.XXX.00]

Aggregate Limit for all Insureds injured in the same Accident: \$[XX,XXX.00]

**POLICY PREMIUM BASIS:** \$XX,XXX.00

## SECTION I – DEFINITIONS

When used in this Policy:

**Accident** means an unexpected, sudden, and definable event that causes injury to an Insured. It must be independent of any illness, prior Injury, or congenital condition. The Accident must occur while this Policy is in force.

**Benefit Period** means the period of time which starts on the date of the Accident that caused the covered Injury. It continues for the period of time shown on the Policy Schedule. Benefits are payable only for Eligible Expenses incurred during the Benefit Period. Each separate Accident is subject to a new Benefit Period.

**Coinsurance Amount** means the percentage of Usual and Customary expenses We will pay for Eligible Expenses.

**Deductible Amount** means the total of Eligible Expenses which must be incurred by the Insured during each Benefit Period before medical expense benefits are payable under this Policy.

**Eligible Expense** means the Usual and Customary charges incurred for the following treatments and services as the result of a covered Injury:

1. Medical and surgical care by a physician;
2. Hospital care and service in semi-private room, or as an outpatient;
3. Radiology (X-rays);
4. Orthopedic appliances necessary to promote healing;
5. Ambulance service from the scene of the Accident to the nearest Hospital;
6. Dental treatment of sound natural teeth, not to exceed the Maximum Dental Benefit stated in the Policy Schedule as the result of one Accident.

**Hospital:** A medical facility which:

1. Is legally licensed and accredited by the Joint Commission;
2. Provides 24-hour nursing service by licensed registered nurses (R.N.);
3. Provides diagnostic and therapeutic care under the supervision of a doctor while Hospital Confined; and
4. Maintains permanent surgical facilities; or has an arrangement with another surgical facility supervised by a staff of one or more Doctors.

A Hospital is not a bed, unit or facility (or a special unit of a Hospital) that functions as:

1. A Hospice;
2. A Skilled Nursing Facility; nursing home; an extended care facility; a convalescent home; a rehabilitation center; or a rest home or a home for the aged;
3. An institution mainly rendering treatment or services for mental illness or substance abuse.

**Injury** means bodily injury to an Insured caused by an Accident. It must occur while the Policy is in force.

**Insured** means:

1. a student enrolled in the School; or
2. a student who is a member of a School sports team, if any, named on the Policy Schedule.

**Other Valid and Collectible Insurance** means coverage subject to regulation by insurance law or by insurance authorities of this or any state of the United States or any province of Canada and provided by:

Organizations	Union Welfare Plans
Hospital or medical service organization	Employer/employee benefit organizations
Group Insurance	HMO (Health Maintenance Organizations)
Automobile medical payment insurance	PPO (Preferred Provider Organizations)

We will pay benefits in excess of coverage provided by the Insured's HMO or PPO. If the Insured chooses not to use an authorized medical vendor under an HMO or PPO, We will pay the expenses incurred that We would have honored had they used the proper medical vendor.

If the Insured is insured under any Other Valid and Collectible Insurance or plan which is also excess to other coverage, We will pay a maximum of fifty percent (50%) of the benefits otherwise payable.

**Residence** means the property on which the Insured dwells.

**School** means the School at which the Insured attends classes. It is named as the Policyholder in the Policy Schedule.

**Usual and Customary** means the normal charge of the provider, in the absence of insurance, for a service or supply, but not more than the prevailing charge in the area for a:

1. Like service by a provider with similar training or experience; or
2. Supply that is identical or substantially equivalent.

**We, Us, or Our** means National Guardian Life Insurance Company.

## **SECTION II – COVERAGE**

We will pay for loss resulting from an Insured's Accident, if it occurs while:

### **COVERAGE A:**

1. PARTICIPATING during the official season of a sport as a member of an [[interscholastic], [intercollegiate], [intramural] or [club]] athletic team of the School. Participation must be:
  - A. in a regularly scheduled and approved practice session or game of the School; and
  - B. Under the supervision of proper adult authority of the School; or
2. TRAVELING directly to or from the above with other members of the team under the supervision of the proper adult authority of the School.

### **COVERAGE B:**

1. Within a School building or on the School grounds during regular School hours on a regular School day;
2. Traveling directly and without interruption to or from:
  - A. The Insured's Residence and School for regular School sessions.
  - B. The Insured's Residence and activities solely sponsored and supervised by the authorities of the School when travel is under the direct supervision of the School authorities;
3. Away from School premises while participating in an activity solely sponsored and supervised by the School authorities, during the regular School term.

Activities described under Coverage A are excluded under Coverage B.

The type of Coverage selected by the School will be shown in the Policy Schedule.

## **SECTION III - MEDICAL EXPENSE BENEFITS**

We pay a benefit if the Insured incurs an Eligible Expense as the result of a covered Injury. The amount We pay is equal to the Coinsurance Amount of the Eligible Expense incurred. This is subject to the following:

1. The Insured must first satisfy the Deductible Amount for each Benefit Period. We pay for Eligible Expenses in excess of the Deductible Amount.
2. The first Eligible Expense must be incurred within 60 days of the date of the Accident.
3. We pay only for Eligible Expenses incurred within the Benefit Period.
4. We pay up to the Maximum Medical Benefit. This applies to each Benefit Period.

The Policy Schedule shows the Coinsurance Amount, Deductible Amount, Benefit Period, and Maximum Medical Benefit.

For dental treatment, We pay up to the Maximum Dental Benefit. This is also shown in the Policy Schedule.

## SECTION IV - ACCIDENTAL DEATH AND DISMEMBERMENT INDEMNITY

We pay a benefit if Injury results in any of the losses defined below. Loss must occur within 180 days after the date of the Accident. We will pay the amount shown in the Policy Schedule.

For loss of:

Life .....	The Principal Sum
Two or more Members .....	The Double Dismemberment Indemnity
One Member .....	The Single Dismemberment Indemnity

“Member” means hand, foot, or eye. Loss of hand or foot means complete severance above the wrist or ankle joint. Loss of eye means the total, permanent loss of sight.

If the Principal Sum is payable, no indemnity will be paid for dismemberment. In any event, the Double Dismemberment Indemnity is the maximum amount payable under this Part for all losses resulting from one Accident.

**Aggregate Limit :** If two or more Insureds suffer a loss as the result of the same Accident, the Aggregate Limit of benefits payable for Accidental Death and Dismemberment is the total limit We will pay. The Aggregate Limit is shown on the Policy Schedule.

If the total of such benefits exceeds the Aggregate Limit, We will not be liable to any one Insured for a greater proportion of such Insured’s benefits than the Aggregate Limit bears to the total Accidental Death and Dismemberment benefits afforded to all such Insureds.

**Exposure Benefit:** We will pay an Exposure Benefit if:

1. the Insured is unavoidably exposed to the elements as a result of an Accident, and;
  2. because of such exposure, suffers the loss of use of a Member, as defined above. Loss of use must be permanent.
- The amount payable for the Exposure Benefit is the amount of the Dismemberment Indemnity benefit otherwise payable for the loss.

**Disappearance Benefit:** We will assume the Insured sustained loss of life if:

1. the Insured is riding in a conveyance that disappears, sinks or wrecks;
2. the Insured is not found within one year of the date of the disappearance; and
3. the disappearance is the result of a covered Accident.

The amount payable for the Disappearance benefit is the Principal Sum which would have been paid for loss of life.

## SECTION V - EXCLUSIONS AND LIMITATIONS

This Policy does not cover any loss contributed to or resulting from:

1. Sickness or disease in any form (except pyogenic infections due to an accidental cut or wound).
2. The use of drugs or narcotics; unless administered on the advice of a physician.
3. War or any act of war, whether or not declared
4. Participation in any riot or civil commotion.
5. Air travel; or the use of any device or equipment for aerial navigation; except as a fare-paying passenger on a regularly scheduled commercial airline; or as a passenger on a flight chartered by the School.
6. Suicide, attempted suicide, or intentionally self-inflicted injury.
7. Hernia, in any form.
8. Fighting or brawling [, except in self-defense].
9. Use of electric, bio-mechanical devices.
10. Expenses incurred for the use of Orthotics unless solely to promote healing.
11. Off season physical conditioning for [interscholastic], [intercollegiate], [intramural], or [club] sports; unless noted on the Policy Schedule.

This Policy does not cover treatment administered by any person or facility employed or retained by the Policyholder; or by any member of the Insured’s family or household. This includes a team Physician, team trainer or nurse.

**NON-DUPLICATION OF INSURANCE PROVISION:** This Policy does not cover treatment or service for which benefits are payable or service is available under any Other Valid and Collectible Insurance. This includes Worker's Compensation and automobile no-fault insurance.

## SECTION VII - GENERAL PROVISIONS

**ENTIRE CONTRACT; CHANGES:** This Policy including the Application and attached papers, if any, constitutes the entire contract of insurance. No change in the Policy will be valid until approved by one of Our officers. Such approval must be noted on or attached to this Policy.

No agent may change this Policy or waive any of its provisions. Any statement made by the Policyholder or by an applicant will, in the absence of fraud, be deemed a representation and not a warranty. No such statement will void the insurance or reduce the benefits under the Policy unless contained in the written Application.

**NOTICE OF CLAIM:** We must receive written notice of Injury. It must be received within 30 days of the date the claim begins or as soon as reasonably possible. It must be given to Our authorized agent or Our Administrative Office. It must contain enough information to identify the Insured.

**CLAIM FORMS:** We will provide claim forms after We receive written notice of claim. We will send the Insured these forms within 15 days after We receive his or her notice of claim. If We do not provide these forms within the allowed time, a claim can be filed without using them. The claim must contain written proof of loss. It must cover the occurrence, type and extent of loss. It must be provided within the time allowed in the next clause.

**PROOFS OF LOSS:** The Insured must provide Us written proof of loss. It must be provided to Our Administrative Office or to our authorized agent, within 90 days of the loss or as soon as reasonably possible. If it is not reasonably possible to furnish the necessary proof within the 90 days, a claim will not be reduced or denied because of failure to do so.

**TIME OF PAYMENT OF CLAIM:** Benefits will be paid as soon as We receive due written proof of such loss.

**PAYMENT OF CLAIMS:** All benefits of the Policy, except benefits for loss of life, will be paid to the Insured. However, if the Insured is a minor or is otherwise not legally competent to give a valid release, We may pay any benefit then payable to: the parent or parents; legal guardian of the Insured; or other person actually supporting the Insured.

Unless a written request is received not later than the time for filing proofs of loss, we may pay benefits directly to the Hospital or person rendering service. It is not required that the services be rendered by a particular Hospital or person. The benefit for loss of life is payable to the estate of the Insured, or at Our option. If the Insured is a minor, the benefit is payable to the parent, parents, or legal guardian of the Insured. Payment so made will discharge Our liability with respect to the amount of insurance so paid. We do not assume any responsibility for the validity of an assignment.

**PHYSICAL EXAMINATION AND AUTOPSY:** We have the right to examine the Insured while a claim is pending. These examinations will be made at Our expense and as often as we may reasonably require. We also have the right to make an autopsy in case of death, where it is not prohibited by law.

**LEGAL ACTIONS:** No suit may be brought on a claim sooner than 60 days after the required proof of loss is given. No suit may be brought more than three years (5 years in Kansas and 6 years in South Carolina) after the date proof of loss is required.

**CONFORMITY WITH STATE LAWS:** If any provision of this Policy is contrary to the law of the jurisdiction in which it is delivered, such provision is hereby amended to conform to that law.

## SECTION VIII - ADDITIONAL PROVISIONS

We do not assume any responsibility for the validity of an assignment. We will issue to the Policyholder for delivery to each Insured an individual certificate. The certificate shall state the essential features of insurance to which such person is entitled; and to whom benefits are payable, if required to do so by the laws of the state in which the Insured resides when this insurance becomes effective. The Insured shall have free choice of a legally qualified physician with the understanding that the physician-patient relationship will be maintained.

Our acknowledgment of the receipt of notice given under this Policy; or the furnishing of forms for filing proofs of loss; or the acceptance of such proof; or the investigation of any claim hereunder, will not operate as a waiver of Our rights in defense of any claim arising under this Policy.

This Policy is not in lieu of and does not affect any requirement for coverage by Worker's Compensation Insurance.



A Mutual Company Incorporated in 1909  
PO Box 1191 • Madison, WI 53701-1191

## OPTIONAL AMENDMENT RIDER

This rider is a part of the Policy to which it is attached. It is issued in consideration of the payment of any required premium and information contained in the application for this rider.

### EXPANDED MEDICAL EXPENSE BENEFIT

When this Rider is made of part of the Policy, the Medical Expense Benefits are expanded to include medical treatment for any of the conditions in the following revised definition of **Injury**.

**Injury** means bodily Injury to an Insured Person which results from an Accident occurring while this Policy is in force.

Injury will also include the following list of conditions which are attributable to exertion from participating in a covered activity as defined in Section II – Coverage A:

Tendinitis	Bursitis	Strains
Sprains	Shin Splints	Stress Fractures
Heat Exhaustion	High Blood Pressure	Hernia
Similar Conditions		

For the purposes of the benefits provided by this Rider, **Injury** will also include the acute onset of conditions relating to the heart and/or circulatory system. Such condition must have resulted from the play, practice or conditioning of a sporting event. These conditions include, but are not limited to, heart attack, stroke, brain circulatory malfunctions and heat exhaustion.

When this Rider is a part of the Policy, the maximum benefit payable for expenses incurred as the result of any one covered Injury, as defined above, will be limited to the Maximum Medical Benefit shown in the Policy Schedule.

This rider is subject to all of the terms and conditions of the Policy not inconsistent with this rider.

A handwritten signature in black ink that reads "Mathew J. Dew".

**Mathew J. Dew**  
Secretary

A handwritten signature in black ink that reads "Mark L. Solverud".

**Mark L. Solverud**  
President



National Guardian®  
Life Insurance Company

A Mutual Company Incorporated in 1909  
PO Box 1191 • Madison, WI 53701-1191

### OPTIONAL AMENDMENT RIDER

This rider is a part of the Policy to which is it attached. It is issued in consideration of the payment of any required premium and information contained in the application of this rider.

#### RE-INJURY OR AGGRAVATION OF INJURY BENEFIT

The definition of **Injury** is expanded to include the following:

Injury will also include a re-injury or aggravation of an Injury sustained prior to the effective date of the Policy. The Insured Person must have received medical clearance to participate in the appropriate athletic activity of the Policyholder prior to the re-injury or aggravation. The medical clearance must be provided by the physician responsible to the Policyholder for such determination. A re-injury or aggravation of a prior Injury must occur in a covered event.

This rider is subject to all of the terms and conditions of the Policy not inconsistent with this rider.

**Mathew J. Dew**  
Secretary

**Mark L. Solverud**  
President



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### OPTIONAL EXCESS - HMO/PPO BENEFITS AMENDMENT RIDER

This rider is a part of the policy to which it is attached. It is issued in consideration of the payment of any required premium and the information contained in the application for this rider.

The following paragraph is deleted from the definition of **Other Valid and Collectible Insurance**.

We will pay benefits in excess of coverage provided by the Insured Person's HMO or PPO. If the Insured Person chooses not to use an authorized medical vendor under an HMO or PPO, We will pay the expenses incurred that We would have honored had they used the proper medical vendor.

When this option is selected by the Policyholder, we will pay the benefits described in this paragraph on a primary basis.

This Rider is subject to all of the terms and conditions of the Policy not inconsistent with this rider.

Handwritten signature of Mathew J. Dew in black ink.

Mathew J. Dew  
Secretary

Handwritten signature of Mark L. Solverud in black ink.

Mark L. Solverud  
President



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### **OPTIONAL AMENDMENT RIDER**

This rider is a part of the policy to which it is attached. It is issued in consideration of the payment of any required premium and the information contained in the application for this rider.

### **OFF SEASON CONDITIONING BENEFIT**

When this rider is a part of the issued policy, Coverage A under Section II is amended to include: Off Season Physical Conditioning for [interscholastic], [intercollegiate,] [intramural], [or club] sports.

This Rider is subject to all of the terms and conditions of the Policy not inconsistent with this rider.

**Mathew J. Dew**  
Secretary

**Mark L. Solverud**  
President



A Mutual Company Incorporated in 1909  
PO Box 1191 • Madison, WI 53701-1191

## SUBROGATION RIDER

It is understood and agreed that the Policy to which this Rider is attached is amended to include the following:

Upon providing payments for health benefits and services under the Policy, We will be subrogated to the Insured Person's right of recovery from a third party. We may require an assignment from the Insured Person of his/her right to recover to the extent of payment by Us or the reasonable value of benefits and services provided by Us.

Our subrogation rights under this provision will be valid only if you are fully compensated for your loss.

This Rider takes effect and expires concurrently with the Policy to which it is attached. It is subject to all the terms and conditions of the Policy not inconsistent with this Rider.

A handwritten signature in black ink that reads "Mathew J. Dew".

**Mathew J. Dew**  
Secretary

A handwritten signature in black ink that reads "Mark L. Solverud".

**Mark L. Solverud**  
President



A Mutual Company Incorporated in 1909  
PO Box 1191 • Madison, WI 53701-1191

## OPTIONAL AMENDMENT RIDER

This rider is a part of the Policy to which is it attached. It is issued in consideration of the payment of any required premium and information contained in the application for this rider. Any changes in coverage apply only with respect to accidents that occur on or after the effective date of this rider and the policy to which it is attached.

### POLICYHOLDER RETENTION

In consideration of the premium charged, it is agreed that the Policyholder will be responsible for the first **[\$167,000.00]**, in the aggregate, of total expenses payable under the Policy as the result of covered Accidents (herein referred to as the Retention Amount).

The Retention Amount will:

- a. Apply only to expenses otherwise payable under the Policy that were incurred as the result of covered Accidents; and
- b. Be subject to a maximum of **[\$65,000.00]** for any one covered Accident.

The Retention Amount is the maximum amount that the Policyholder will pay for eligible expenses incurred within the Benefit Period, shown in the Policy Schedule, for covered Accidents causing losses that occur during the Policy term.

Once the Retention Amount has been reached, the Company will be responsible for payment of benefits as the result of covered Accidents according to the terms of the Policy.

The Retention Amount will not be reduced. The Policyholder's bankruptcy, insolvency or inability to pay the Retention Amount will not increase our obligations under the Policy.

We will have the right, but not the duty, to participate with the Policyholder (at our own expense) in the defense or settlement of any claim or suit seeking damages arising out of coverage under the Policy. In the event the defense of a claim or a suit which, in our reasonable judgment, may result in payments, including expenses, in amounts that are in excess of the Retention Amount, We may assume control of the defense or settlement of such claim or suit.

If a claim or suit is brought against us as the result of coverage under the Policy, We will defend ourself. The Policyholder will indemnify Us up to the amount for which the Policyholder is liable under the Policy as if said action were a claim or suit brought against the Policyholder.

This Amendment expires concurrently with the Policy to which it is attached. It is subject to all of the provisions, limitations and conditions of the Policy except as they are specifically modified by this Amendment.

This Rider is executed for the Company by its Secretary and President.

Handwritten signature of Mathew J. Dew in black ink.

**Mathew J. Dew**  
Secretary

Handwritten signature of Mark L. Solverud in black ink.

**Mark L. Solverud**  
President

**NATIONAL GUARDIAN LIFE INSURANCE COMPANY**  
**APPLICATION FOR [SPORTS] ACCIDENT INSURANCE**

1. Policyholder's Name: ABC COLLEGE

2. Address: ANY CITY, ST 12345

<b>3. Plan of Benefits:</b>		<b>Accidental Death and Dismemberment Benefit</b>	
Maximum Medical Benefit	\$XX,XXX.00	Principal Sum Amount	\$XX,XXX.00
Deductible Amount	\$XX,XXX.00	Double Dismemberment Indemnity	\$XX,XXX.00
Maximum Dental Benefit	\$XX,XXX.00	Single Dismemberment Indemnity	\$ X,XXX.00
Benefit Period	<u>XX</u> Weeks	<b>[Optional Coverages:</b>	
		Reinjury Rider	<input type="checkbox"/>
		Expanded Medical Benefit Rider	<input type="checkbox"/>
		Excess - HMO/PPO Rider	<input type="checkbox"/>
		Subrogation Rider	<input type="checkbox"/>
		Off Season Conditioning	<input type="checkbox"/>
		Guest Recruit	<input type="checkbox"/>

4. [Sports Teams to be Covered:  
MEN: BASKETBALL, BASEBALL, GOLF  
WOMEN: BASKETBALL, SOFTBALL, GOLF]

5. Policy Term	6. Premium Basis
From: 09/01/2011 To: 09/01/2012	\$XX,XXX.00

Policyholder John Doe Principal  
Signature Position or Title

Date Signed June 1, 2011

Agent/Broker  
Name Jane Agent

Address 123 Any Street  
Any City, ST 12345

Tax I.D. 12-34567890

SERFF Tracking #:

NGLI-128769240

State Tracking #:

Company Tracking #:

NSP-2013

State: Arkansas

Filing Company:

National Guardian Life Insurance Company

TOI/Sub-TOI: H04 Health - Blanket Accident/Sickness/H04.001 Student

Product Name: Sports Accident

Project Name/Number: Sports Accident/NSP-2013

## Supporting Document Schedules

		Item Status:	Status Date:
Satisfied - Item:	Flesch Certification	Approved-Closed	11/14/2012
Comments:			
Attachment(s):	Arkansas Consumer Information Notice 4030.pdf AR Guaranty Notice.pdf AR Readability Cert (SIGNED).pdf AR Rule 19 Certification (SIGNED).pdf		
		Item Status:	Status Date:
Satisfied - Item:	Application	Approved-Closed	11/14/2012
Comments:			
Attachment(s):	NGL- Application for Sports Accident - Final.pdf		
		Item Status:	Status Date:
Bypassed - Item:	PPACA Uniform Compliance Summary	Approved-Closed	11/14/2012
Bypass Reason:	N/A- not PPACA filing		
		Item Status:	Status Date:
Satisfied - Item:	Third Party Authorization to File	Approved-Closed	11/14/2012
Comments:			
Attachment(s):	Authorization to File for NGL.pdf		

**CONSUMER INFORMATION NOTICE**

**Questions regarding your Policy or coverage should be directed to:**

National Guardian Life Insurance Company  
2 East Gilman Street  
Madison, WI 53701

If we at National Guardian Life Insurance Company fail to provide you with reasonable and adequate service, you should feel free to contact:

Arkansas Insurance Department  
Consumer Services Divisions  
1200 West Third Street  
Little Rock, Arkansas 72201  
1 (800) 852 5494 or (501) 371-2640

**LIMITATIONS AND EXCLUSIONS UNDER THE  
ARKANSAS LIFE AND HEALTH INSURANCE  
GUARANTY ASSOCIATION PLAN**

Residents of this state who purchase life insurance, annuities or health and accident insurance should know that the insurance companies licensed in this state to write these types of insurance are members of the Arkansas Life and Health Insurance Guaranty Association (“Guaranty Association”). The purpose of the Guaranty Association is to assure that policy and contract owners will be protected, within certain limits, in the unlikely event that a member insurer becomes financially unable to meet its obligations. If this should happen, the Guaranty Association will assess its other member insurance companies for the money to pay the claims of policy owners who live in this state and, in some cases, to keep coverage in force. The valuable extra protection provided by the member insurers through the Guaranty Association is not unlimited, however. And, as noted in the box below, this protection is not a substitute for consumers’ care in selecting insurance companies that are well-managed and financially stable.

**DISCLAIMER**

The Arkansas Life and Health Insurance Guaranty Association (“Guaranty Association”) may not provide coverage for this policy. If coverage is provided, it may be subject to substantial limitations or exclusions, and require continued residency in this state. You should not rely on coverage by the Guaranty Association in purchasing an insurance policy or contract.

Coverage is **NOT** provided for your policy or any portion of it that is not guaranteed by the insurer or for which you have assumed the risk, such as non-guaranteed amounts held in a separate account under a variable life or variable annuity contract.

Insurance companies or their agents are required by law to provide you with this notice. However, insurance companies and their agents are prohibited by law from using the existence of the Guaranty Association to induce you to purchase any kind of insurance policy.

The Arkansas Life and Health Insurance Guaranty Association  
c/o The Liquidation Division  
1023 West Capitol  
Little Rock, Arkansas 72201

Arkansas Insurance Department  
1200 West Third Street  
Little Rock, Arkansas 72201-1904

The state law that provides for this safety-net is called the Arkansas Life and Health Insurance Guaranty Association Act (“Act”). On the next page is a brief summary of the Act’s coverages, exclusions and limits. This summary does not cover all provisions of the Act; nor does it in any way change anyone’s rights or obligations under the Act or the rights or obligations of the Guaranty Association.

## **COVERAGE**

Generally, individuals will be protected by the Guaranty Association if they live in this state and hold a life, annuity or health insurance contract or policy, or if they are insured under a group insurance contract, issued by a member insurer. The beneficiaries, payees or assignees of policy or contract owners are protected as well, even if they live in another state.

## **EXCLUSIONS FROM COVERAGE**

However, persons owning such policies are **NOT** protected by the Guaranty Association if:

- They are eligible for protection under the laws of another state (this may occur when the insolvent insurer was incorporated in another state whose guaranty association protects insureds who live outside that state);
- The insurer was not authorized to do business in this state;
- Their policy or contract was issued by a nonprofit hospital or medical service organization, an HMO, a fraternal benefit society, a mandatory state pooling plan, a mutual assessment company or similar plan in which the policy or contract owner is subject to future assessments, or by an insurance exchange.

The Guaranty Association also does **NOT** provide coverage for:

- Any policy or contract or portion thereof which is not guaranteed by the insurer or for which the owner has assumed the risk, such as non-guaranteed amounts held in a separate account under a variable life or variable annuity contract;
- Any policy of reinsurance (unless an assumption certificate was issued);
- Interest rate yields that exceed an average rate;
- Dividends and voting rights and experience rating credits;
- Credits given in connection with the administration of a policy by a group contract holder;
- Employers' plans to the extent they are self-funded (that is, not insured by an insurance company, even if an insurance company administers them);
- Unallocated annuity contracts (which give rights to group contract holders, not individuals);
- Unallocated annuity contracts issued to/in connection with benefit plans protected under Federal Pension Benefit Corporation ("FPBC") (whether the FPBC is yet liable or not);
- Portions of an unallocated annuity contract not owned by a benefit plan or a government lottery (unless the owner is a resident) or issued to a collective investment trust or similar pooled fund offered by a bank or other financial institution);
- Portions of a policy or contract to the extent assessments required by law for the Guaranty Association are preempted by State or Federal law;
- Obligations that do not arise under the policy or contract, including claims based on marketing materials or side letters, riders, or other documents which do not meet filing requirements, or claims for policy misrepresentations, or extra-contractual or penalty claims;
- Contractual agreements establishing the member insurer's obligations to provide book value accounting guarantees for defined contribution benefit plan participants (by reference to a portfolio of assets owned by a nonaffiliated benefit plan or its trustees).

## **LIMITS ON AMOUNT OF COVERAGE**

The Act also limits the amount the Guaranty Association is obligated to cover: The Guaranty Association cannot pay more than what the insurance company would owe under a policy or contract. Also, for any one insured life, the Guaranty Association will pay a maximum of \$300,000 - no matter how many policies and contracts there were with the same company, even if they provided different types of coverages. Within this overall \$300,000 limit, the Guaranty Association will not pay more than \$300,000 in health insurance benefits, \$300,000 in present value of annuity benefits, or \$300,000 in life insurance death benefits or net cash surrender values - again, no matter how many policies and contracts there were with the same company, and no matter how many different types of coverages. There is a \$1,000,000 limit with respect to any contract holder for unallocated annuity benefits, irrespective of the number of contracts held by the contract holder. These are limitations for which the Guaranty Association is obligated before taking into account either its subrogation and assignment rights or the extent to which those benefits could be provided out of the assets of the impaired or insolvent insurer.

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## READABILITY CERTIFICATION

This is to certify that the form(s) below has (have) been subject to the Flesch Reading Ease Test.

A. Option Selected

1. Policy and its related forms are scored for the Flesch reading ease test as one unit and the combined score is \_\_\_\_\_.
2. Policy and riders are scored separately for the Flesch reading ease test. Scores for the policy and each form are indicated below:

<u>Form</u>	<u>Form Number</u>	<u>Flesch</u>
Student Accident Policy	NSP-2013	45.3
Optional Expanded Medical Rider	NSPR-EM	47.8
Optional Excess Rider	NSPR-EX	46.3
Optional Guest Recruit Rider	NSPR-GR	46.5
Optional Off Season Conditioning Rider	NSPR-OFFS	45.6
Policyholder Retention Rider	NSPR-PR	45.5
Optional Re-injury Benefit Rider	NSPR-RI	39.1
Optional Subrogation Provision Rider	NSPR-SR	46.5

B. Test Option Selected

1. Test was applied to entire form(s).
2. Test was applied on sample basis. Form(s) contain(s) more than 10,000 words. Copy of forms enclosed indicating word samples tested.

Company Name: National Guardian Life Insurance Company

Signature of Certifying Official: \_\_\_\_\_

*Mathew J. Dew*

Printed Name and Title of Certifying Official: Mathew J. Dew, Vice-President and General Counsel

Certifying Official's Address: 2 East Gilman Street, Madison, WI

Date Signed: 11/12/2012

TO: Arkansas Commissioner of Insurance

RE: National Guardian Life Insurance Company

RULE AND REGULATION 19 CERTIFICATION

This is to certify that Blanket Accident Policy and Endorsements forms program being filed comply with the provisions of Rule and Regulation 19 as well as all applicable requirements of the Arkansas Insurance Department.

Signed for National Guardian Life Insurance Company by

11/13/12 

Date

Signature

Mathew J. Dew, Vice-President & General Counsel

Typed Name

**NATIONAL GUARDIAN LIFE INSURANCE COMPANY**  
**APPLICATION FOR [SPORTS] ACCIDENT INSURANCE**

1. Policyholder's Name: ABC COLLEGE

2. Address: ANY CITY, ST 12345

<b>3. Plan of Benefits:</b>		<b>Accidental Death and Dismemberment Benefit</b>	
Maximum Medical Benefit	\$XX,XXX.00	Principal Sum Amount	\$XX,XXX.00
Deductible Amount	\$XX,XXX.00	Double Dismemberment Indemnity	\$XX,XXX.00
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Benefit Period	<u>XX</u> Weeks	<b>[Optional Coverages:</b>	
		Reinjury Rider	<input type="checkbox"/>
		Expanded Medical Benefit Rider	<input type="checkbox"/>
		Excess - HMO/PPO Rider	<input type="checkbox"/>
		Subrogation Rider	<input type="checkbox"/>
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4. [Sports Teams to be Covered:  
MEN: BASKETBALL, BASEBALL, GOLF  
WOMEN: BASKETBALL, SOFTBALL, GOLF]

5. Policy Term	6. Premium Basis
From: 09/01/2011 To: 09/01/2012	\$XX,XXX.00

Policyholder John Doe Principal  
Signature Position or Title

Date Signed June 1, 2011

Agent/Broker  
Name Jane Agent

Address 123 Any Street  
Any City, ST 12345

Tax I.D. 12-34567890



# NGL Insurance Group

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*Mathew J. Dew*  
*Secretary*  
*(800) 626-7931, ext 5253*  
*FAX (608) 443-5153*  
*mjdew@nglic.com*

**DATE:** November 8, 2012

**TO:** State Insurance Departments

**RE:** Policy Filings – Student Medical Program and Student Accident Program

To Whom It May Concern:

National Guardian Life Insurance Company has engaged the services of Coulter & Associates to assist with its form filings. I hereby authorize Coulter & Associates, to represent National Guardian Life Insurance Company in regard to its Student Medical Program and Student Accident Program filings in your state.

Very truly yours,

Mathew J. Dew  
Secretary

MJD/c