

**State:** Arkansas **Filing Company:** National Guardian Life Insurance Company  
**TOI/Sub-TOI:** H04 Health - Blanket Accident/Sickness/H04.001 Student  
**Product Name:** K-12 Student Accident - ISM Trust  
**Project Name/Number:** K-12 Student Accident - ISM Trust/K-12 Student Accident - ISM Trust

## Filing at a Glance

Company: National Guardian Life Insurance Company  
Product Name: K-12 Student Accident - ISM Trust  
State: Arkansas  
TOI: H04 Health - Blanket Accident/Sickness  
Sub-TOI: H04.001 Student  
Filing Type: Form  
Date Submitted: 11/16/2012  
SERFF Tr Num: NGLI-128775331  
SERFF Status: Closed-Approved-Closed  
State Tr Num:  
State Status: Approved-Closed  
Co Tr Num: NSA-1006(ISIT)  
Implementation: On Approval  
Date Requested:  
Author(s): Peggy Kratz, DeeAnna Chaput  
Reviewer(s): Rosalind Minor (primary)  
Disposition Date: 11/19/2012  
Disposition Status: Approved-Closed  
Implementation Date:  
State Filing Description:

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## General Information

Project Name: K-12 Student Accident - ISM Trust      Status of Filing in Domicile: Not Filed  
 Project Number: K-12 Student Accident - ISM Trust      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: Small and Large  
 Group Market Type: Blanket, Trust      Overall Rate Impact:  
 Filing Status Changed: 11/19/2012  
 State Status Changed: 11/19/2012      Deemer Date:  
 Created By: Peggy Kratz      Submitted By: Peggy Kratz  
 Corresponding Filing Tracking Number:

PPACA: Not PPACA-Related

PPACA Notes: null

Include Exchange Intentions: No

### Filing Description:

Blanket Student Accident Insurance Policy - NSA-1006(ISIT)  
 Application for Blanket Student Accident Insurance – NSA-ISIT-APP(2012)  
 Optional Accident and Sickness Rider - NSA-1006(ISIT)(SICK)

Blanket Student Accident Summer School Policy – NSA-1006(ISIT)(SC)  
 Application for Blanket Student Accident Insurance – NSA-ISIT-APP-SC(2012)

Endorsement Form - NSA-1006END(AR)

Attached for your review and approval are copies of the above referenced forms. These forms are new and are not intended to replace anything previously approved for National Guardian Life Insurance Company. These forms are substantially similar to policy forms CLSA-1006(ISIT) & CLSA-1006(ISIT)(SC), with their corresponding applications and riders, approved for use for Companion Life Insurance Company by your Department on June 20, 2012. (refer to SERFF Tracking Number CMTR-128299099 .) The only difference between these forms, is that we have clarified and updated some of the language to improve the readability.

These forms provide a benefit if a student in grades pre-kindergarten through 12 incurs expenses as the result of a covered accident.

Policy form NSA-1006(ISIT) provides a choice of five plans from which the school may choose in offering coverage to their students. Four of these Plans are considered “Mandatory” with all premiums paid by a participating school. Under these plans students are automatically covered from the time they enroll at a participating school. Benefits are provided for accidents occurring on school premises, while the student is in the care of a school, or while the student is on his/her way to or from school.

The fifth plan is a “voluntary” 24-hour plan providing around-the-clock protection for a student. The premiums for this coverage are paid by the parents of an enrolled student.

Rider NSA-1006(ISIT)(SICK) will add an optional sickness benefit to Policy NSA-1006(ISIT). Coverage under this Rider will be

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offered only where a Participating School has elected to make the 24-Hour Voluntary Extension Plan available to it to its students. Under this Plan, when the optional rider is a part of the policy, a student is covered 24-hours a day for both accident and sickness.

Policy form NSA-1006(ISIT)(SC) provides basically the same benefits except that the policy covers only students who are enrolled in summer sessions fr a Participating School. Insurance under the policy is considered "Mandatory" with all premiums being paid by the school.

Endorsement NSA-1006END(AR) will be attached to both policies to revise the definition of Accidental Injury.

Also enclosed for informational purposes are the School Superintendent's Enrollment Forms for policies, forms N-ISIT-EF and N-ISIT-EF-SC. Upon completion of the Superintendent's application, a school becomes a Participating School under the Trust.

These forms were filed first in the State of Delaware, since Delaware is the situs of the Trust. The Blanket Master Policy will be issued to the Independent School Group Insurance Trust, located at 1316 N. Union Street, Wilmington, Delaware. This policy is being issued to the trust for ease of administration. The Administrator of the Trust, Independent School Management (ISM), provides coverage available to a school for the benefit of their students. Each school who wishes to participate in the trust signs a participation agreement at the time they apply for coverage under the Policy. By participating in the Trust, the school avails themselves of ISM's expertise in administering the insurance coverage. The use of this Trust has been previously approved by your Department for use by Companion Life Insurance Company (refer to SERFF Tracking Number CMTR-128299099 ). A copy of the Trust Agreement is enclosed to facilitate your review, as well as a copy of Delaware's approval.

## Company and Contact

### Filing Contact Information

Peggy Kratz, Senior Policy Forms Specialist plkratz@nglic.com  
 P.O. Box 1191 608-443-5325 [Phone]  
 Madison, WI 53701-1191 608-443-5365 [FAX]

### 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:	\$300.00
Retaliatory?	No
Fee Explanation:	6 forms @ \$50 each - \$300
Per Company:	No

Company	Amount	Date Processed	Transaction #
National Guardian Life Insurance Company	\$300.00	11/16/2012	64991411

State: Arkansas Filing Company: National Guardian Life Insurance Company  
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## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Rosalind Minor	11/19/2012	11/19/2012

**State:** Arkansas **Filing Company:** National Guardian Life Insurance Company  
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## Disposition

Disposition Date: 11/19/2012

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	Independent School Student Insurance Trust	Approved-Closed	Yes
Supporting Document	School Enrollment Forms	Approved-Closed	Yes
Supporting Document	Statement of Variability	Approved-Closed	Yes
Supporting Document	Actuarial Certification	Approved-Closed	No
Supporting Document	Delaware Filing Information	Approved-Closed	Yes
Supporting Document	Trust Information	Approved-Closed	Yes
Form	BLANKET STUDENT ACCIDENT INSURANCE	Approved-Closed	Yes
Form	BLANKET STUDENT ACCIDENT INSURANCE	Approved-Closed	Yes
Form	Sickness Rider	Approved-Closed	Yes
Form	Application for Blanket Student Accident Insurance	Approved-Closed	Yes
Form	Application for Blanket Student Accident Insurance	Approved-Closed	Yes
Form	Endorsement	Approved-Closed	Yes

State: Arkansas

Filing Company:

National Guardian Life Insurance Company

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## Form Schedule

### Lead Form Number: NSA-1006(ISIT)

Item No.	Schedule Item Status	Form Name	Form Number	Form Type	Form Action	Action Specific Data	Readability Score	Attachments
1	Approved-Closed 11/19/2012	BLANKET STUDENT ACCIDENT INSURANCE	NSA-1006(ISIT) 2012	POL	Initial		54.700	NSA-1006(ISIT) - Group Policy.pdf
2	Approved-Closed 11/19/2012	BLANKET STUDENT ACCIDENT INSURANCE	NSA-1006(ISIT)(SC) 2012	POL	Initial		54.500	NSA-1006(ISIT)(SC) - Group Policy.pdf
3	Approved-Closed 11/19/2012	Sickness Rider	NSA-1006(ISIT)(SICK)	POLA	Initial			NSA-1006(ISIT)(SICK).pdf
4	Approved-Closed 11/19/2012	Application for Blanket Student Accident Insurance	NSA-ISIT-APP(2012)	AEF	Initial			NSA-ISIT-APP(2012).pdf
5	Approved-Closed 11/19/2012	Application for Blanket Student Accident Insurance	NSA-ISIT-APP-SC(2012)	AEF	Initial			NSA-ISIT-APP-SC(2012).pdf
6	Approved-Closed 11/19/2012	Endorsement	NSA-1006END(AR)	POLA	Initial			NSA-1006END(AR).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)

**SERFF Tracking #:**

NGLI-128775331

**State Tracking #:**

**Company Tracking #:**

NSA-1006(ISIT)

**State:**

Arkansas

**Filing Company:**

National Guardian Life Insurance Company

**TOI/Sub-TOI:**

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

**Product Name:**

K-12 Student Accident - ISM Trust

**Project Name/Number:**

K-12 Student Accident - ISM Trust/K-12 Student Accident - ISM Trust

<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



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

Administrator: [Commercial Travelers Mutual Insurance Company  
TPA Street Address  
TPA City, State, Zip  
TPA Toll-Free Number]

National Guardian Life Insurance Company is referred to in this Policy as “We”, “Us”, “Our” or “the Company.” We have issued this Policy to the Policyholder named in the attached application. The Policy insures those students who are enrolled in a Participating School.

**INSURING AGREEMENTS**

COVERAGE: We will pay the benefits provided in the Policy for any Insured who is regularly enrolled in the Participating School. Benefits are provided to cover the expenses incurred due to an Accidental Injury sustained while the Policy is in force. 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 paid.

This Policy is effective on the date shown in the attached application. It is issued for an initial term of one year. The Policy may be continued in force thereafter as herein provided. All days are full calendar days, Standard Time, at the Policyholder's address. 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.

This Policy is governed by the laws of the state in which it is delivered.

Signed for the Company by its Secretary and President.

Mathew J. Dew  
Secretary

Mark L. Solverud  
President

**BLANKET STUDENT ACCIDENT INSURANCE**

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

**[THIS POLICY CONTAINS A NON-DUPLICATION OF BENEFITS PROVISION: Benefits under this Policy may be limited to expenses that are in excess of benefits payable under other insurance.]**



### SCHEDULE OF BENEFITS AND RATES

Coverage is provided each Insured Student under the Plan or Plans shown below as selected by the Participating School.

PLAN	BENEFIT PERCENTAGE	MEDICAL MAXIMUM PER BENEFIT PERIOD	BENEFIT PERIOD FROM DATE OF INJURY [OR SICKNESS]**	DEDUCTIBLE
[**Plan D	[80%]	\$ [30,000.00]	[One Year]	\$ [ 0.00]
[**Plan D100	[80%]	\$ [30,000.00]	[One Year]	\$ [100.00]
[**Plan P	[80%]	\$ [30,000.00]	[One Year]	\$ [0.00]
[**Plan P100	[80%]	\$ [30,000.00]	[One Year]	\$ [100.00]
[**Plan B	[80%]	\$ [30,000.00]	[One Year]	\$ [ 0.00]
[**Plan B100	[80%]	\$ [30,000.00]	One Year]	\$ [100.00]
[ *Plan C	[80%]	[\$[1,000,000.00]	[Two Years]	\$ [30,000.00]
[**24-Hour Voluntary Extension - DAY	[80%]	\$ [30,000.00]	[One Year]	\$ [0.00]
[**24-Hour' Voluntary Extension - BOARDING	[80%]	\$ [30,000.00]	[One Year]	\$ [0.00]

[\* Benefits under Plan C are subject to meeting the applicable Deductible within one year from the date of injury.]

\*\* Under these plans, the Benefit Period for Dental Treatment is [104] weeks.

### SCHEDULE OF PREMIUM RATES

Annual Premium per Insured Student

[DAY SCHOOLS]

[Plan D       \$XX.XX]  
[Plan D100   \$XX.XX]  
[Plan P\$ X.XX]  
[Plan P100   \$ X.XX]

[BOARDING SCHOOLS]

[Plan B       \$XX.XX]  
[Plan B100   \$XX.XX]

[CATASTROPHE COVERAGE]

Plan C [\$XX.XX]

[24-HOUR VOLUNTARY EXTENSION]

[ACCIDENT ONLY COVERAGE:]  
[DAY           \$XXX.XX]  
[BOARDING   \$ XX.XX]

[ACCIDENT AND SICKNESS COVERAGE:]

Day           [\$XXX.XX]  
Boarding     [\$XXX.XX]

The premium for the Policy is the amount attributable to the School based on the rate for each student in grades [pre-kindergarten through 12] regularly enrolled in the School.

**PREMIUM DUE DATE:** The premium is due within 31 days of the effective date of the Policy. Premiums are payable to the Company at its [School Plans Service Office in Utica, New York] or to any representative of the Company authorized to accept such premiums.

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## **PLANS OF INSURANCE**

### **A. MANDATORY PLANS**

Each Insured will be covered, subject to the Exclusions, Limitations and other Policy provisions, under one of the following mandatory plans.

#### **PLAN D, PLAN D100, PLAN P and PLAN P100**

This plan pays benefits for an Accidental Injury that occurs:

1. While on the School premises. This means the times: (a) during the hours and days when classes are in session; and (b) and while the Insured is participating in or attending a School-Sponsored, Directly Supervised Activity. This includes athletics.
2. While away from the School premises, if the Insured is participating in a School-Sponsored, Directly Supervised Activity. This includes all athletics and field trips (even overseas).
3. While commuting directly and without interruption to or from the Insured's residence and the Participating School for regular school-day sessions.
4. While traveling to or from a School-Sponsored, Directly Supervised Activity in a Participating School-authorized vehicle. This includes athletic events.
- [5. Coverage is extended to all visiting/interviewing students, who visit at the request or invitation of the Participating School. This includes students who visit the school for sports team try-outs, on either a day or boarding basis, depending on the Plan the School has in place for their regularly attending students. Coverage will be provided only: (a) while on the school premises; and (b) while participating in or attending any School-Sponsored, Directly Supervised Activity consistent with the purpose of the visit. It does not cover students or groups who are on an opposing team of another school or who are visiting for the purpose of competing or participating in a School Sponsored, Directly Supervised Activity, game, or event as a competitor of the Participating School.]

#### **PLAN B and PLAN B100**

This plan provides benefits for an Accidental Injury that occurs as the result of all activities listed for PLAN D and PLAN D100. It expands that plan to include 24-hour coverage while the Insured is under the care and direction of the Participating School. Coverage also extends to: (a) vacation periods, if the Insured is residing on the campus of the Participating School during such times; and (b) weekend leaves, if the Insured does not go to his or her principal place of residence.

#### **PLAN C**

This plan provides benefits for an Accidental Injury that occurs as the result of all activities listed in PLAN D, PLAN D100, PLAN P, PLAN P100, PLAN B or PLAN B100, as applicable to the Insured. It includes coverage for practice or competition in any interscholastic athletics. This includes travel directly to or from such practice or competition in a Participating School-authorized vehicle.

### **B. 24-HOUR VOLUNTARY EXTENSION PLAN**

Under this voluntary plan, coverage, to the extent provided under PLAN D, PLAN D100, PLAN P, PLAN P100, PLAN B or PLAN B100, as applicable to the Insured, is extended to 24 hours a day to cover an Accidental Injury that occurs when the Insured is not under the care and direction of the Participating School. This coverage is subject to all the terms, exclusions and limitations set forth in this Policy and attachments, if any, which are not inconsistent herewith. This coverage is provided for enrolled Insureds for whom the applicable premium is paid.

## DEFINITIONS

The following terms are used throughout the Policy. They are used to describe Our rights and those of the Policyholder and Participating Schools. Please refer to these terms when reading the Policy.

**Accidental Injury** means an accidental bodily injury which occurs while the Insured is covered under this Policy. It must be the result of an unexpected, external, violent and sudden event that is independent of any other cause.

**Benefit Period** means the period of time which starts on the date of the Accidental Injury. It continues for the period of time shown on the Schedule of Benefits and Rates. Benefits are payable only for expenses incurred during the Benefit Period for each Accidental Injury. Each separate Accident is subject to a new Benefit Period.

**Deductible Amount** means [the greater of:

1. ]the amount shown in the Schedule of Benefits and Rates[; or
2. the amount collectible from any other insurance sources, subject to the Non-Duplication of Benefits Provision].

**Hospital** means a short term, acute care, general hospital that:

1. operates as a Hospital pursuant to law;
2. is primarily engaged in providing diagnostic services and therapeutic services for diagnosis, care and treatment of sick or injured persons as inpatients by or under the continuous supervision of Physicians;
3. provides 24-hour nursing service by or under the supervision of Registered Nurses on duty or on call;
4. provides organized facilities for diagnosis, treatment and surgery either on its premises or in facilities available to it on a prearranged basis.

A Hospital does not include, other than incidentally, the following:

1. convalescent homes or convalescent, rest or nursing facilities;
2. facilities primarily affording custodial, educational or rehabilitative care; or
3. facilities for the aged, drug addicts or alcoholics; or
4. a place primarily for the treatment of tuberculosis.

**Immediate Family Member** means the Insured, the spouse of the Insured or the children, parents, brothers or sisters of the Insured or the Insured's spouse.

**Insured** means any student who is regularly enrolled in a Participating School.

**Medical Maximum** means the maximum amount We will pay for all expenses incurred for any one Accident per Benefit Period.

**Participating School** means an independent school which has agreed to participate in the Trust, which is the Policyholder.

**Physical Therapy** means any form of physical therapy, whether by machine or hand, by use of exercise, manipulation, massage, adjustment, heat or cold, air, light, water, electricity or sound.

**Physician** means a practitioner of the healing arts operating within the scope of his or her license. A Physician may not be an Immediate Family Member.

**School-Sponsored, Directly Supervised Activity** means:

1. any activity which the Participating School authorities require the Insured to attend; or
2. any activity of the Insured's school which is under the sole control and supervision of school authorities.

This includes activities which are under the sponsorship of the Participating School, but does not include activities with any non-school group.

**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.

## BENEFITS FOR HOSPITAL AND PROFESSIONAL SERVICE

We pay a benefit if the Insured incurs expenses due to a covered Accidental Injury. The expenses must be incurred for: (1) necessary medical or dental treatment by a Physician or surgeon; or (2) confinement in a Hospital. The amount We pay is equal to the Benefit Percentage of the Usual and Customary expenses incurred. This is subject to the following:

1. The Insured must first satisfy the Deductible Amount for each Benefit Period. We pay the Usual and Customary charges in excess of the Deductible Amount.
2. Treatment or Hospital confinement must begin within [30 days] after the date of the Accidental Injury.
3. Expenses for such care must be incurred within the Benefit Period.
4. We pay up to the Medical Maximum for each Benefit Period.

The Schedule of Benefits and Rates shows the: Benefit Percentage; Deductible Amount; Benefit Period; and Medical Maximum.

## BENEFIT FOR ACCIDENTAL DEATH, DISMEMBERMENT AND LOSS OF SIGHT

If, as the result of a covered Accidental Injury, an Insured suffers one of the following losses, We will pay the benefit shown for that loss. The loss must occur within 180 days from the date of an injury which results directly and independently of all other causes. In the event of more than one loss as the result of any one covered injury, only one of the listed benefits, the largest, will be payable.

Loss of Life .....	[\$1,000.00 - \$10,000.00]
Loss of One Hand, One Foot, or Sight of One Eye .....	[\$ 500.00 - \$ 5,000.00]
Loss of Both Hands, Both Feet, or Sight of Both Eyes .....	[\$1,000.00 - \$10,000.00]

Loss of hand or foot means loss by severance at or above the wrist or ankle joint. Loss of sight must be entire and irrecoverable. Payment made under this provision will be in addition to any other benefits payable under this Policy.

## [NON-DUPLICATION OF BENEFITS PROVISION

Our liability for benefits payable due to expenses incurred will be limited to the part of the expenses, if any, that is in excess of the total benefits payable by other valid and collectible coverage on an expense incurred or provision of service basis. Other valid coverage includes any other insurance or medical service plan; Hospital Maintenance Organizations (HMO's), Preferred Provider Organizations (PPO's); Workers' Compensation, federal, state or local government plans (except Medicaid); and automobile no-fault insurance. Incurred expenses include hospital charges, medical surgical and other services resulting from a covered Injury of the Insured. This provision does not apply to the 24-Hour Voluntary Extension Plan. This provision applies only when the premiums for the coverage are paid entirely by the Participating School.]

## EXCLUSIONS AND LIMITATIONS

This Policy does not provide benefits for:

1. [treatment of loss resulting from hernia, in any form;]
2. illness or disease in any form;
3. treatment by persons employed or retained by the Policyholder, the Participating School, or by any Immediate Family Member;
4. injuries sustained as a result of operating, riding in or upon, or alighting from a two - or three-wheeled motor vehicle;
5. any intentionally self-inflicted injury, or injuries resulting from being under the influence of any narcotic or alcohol, unless administered on the advice of a physician;
6. injuries resulting from war or any act of war, or active participation in any riot or civil commotion; .
7. injuries occurring while violating or attempting to violate any duly enacted law; or
8. expenses incurred after the termination of the benefit period.

**EXPENSE BENEFIT LIMITATIONS** - Dental benefits are limited to treatment of accidental injury to sound, natural teeth.

## GENERAL PROVISIONS

**INSURED EFFECTIVE DATE:** The insurance with respect to an Insured will become effective on the latest of the following dates:

1. The effective date of the Policy;
2. The date the Insured enrolls in the Participating School; or
3. The date the Participating School agrees to participate in the Trust.

**INSURED TERMINATION DATE:** The insurance of an Insured will terminate on the earliest of the following dates:

1. The date on which the insurance terminates with respect to the Participating School;
2. The date on which the Insured ceases to be enrolled in the Participating School; or
3. The date on which the insurance terminates with respect to the Policyholder.

**PARTICIPATING SCHOOL EFFECTIVE DATE:** The insurance with respect to a Participating School will become effective on the latest of the following dates:

1. The effective date of the Policy;
2. The date the Participating School agrees to participate in the Trust; or
3. The date the Participating School pays the premium.

**PARTICIPATING SCHOOL TERMINATION DATE:** The insurance afforded to a Participating School and its insured students will terminate on the earliest to occur of:

1. The date the plan is terminated;
2. The date the Participating School ceases to be a participating member of the Trust; \or
3. The premium due date applicable to a Participating School if the required premium is not paid but subject to a Grace Period of 31 days.

**24-HOUR VOLUNTARY EXTENSION EFFECTIVE DATE:** The insurance, with respect to the Insured, will become effective immediately upon receipt of premium, by the Company or Our authorized agent, but in no event prior to the opening date of the school year.

**24-HOUR VOLUNTARY EXTENSION TERMINATION DATE:** The insurance of the Insured will continue uninterrupted until the date school reopens the following year.

**PREMIUM AND GRACE PERIOD:** All premiums are payable on or before the date upon which they become due. A grace period of thirty-one days will be allowed for the payment of each premium after the first. The premiums for the insurance afforded under the Policy are stated in the Schedule of Benefits and Rates. They are applied to all benefits in force on the due date including benefits on any Insured then receiving benefits.

The premium rates shown in the Schedule of Benefits and Rates apply to the first year of insurance. We may change benefits and/or rates on any billing date on or after the first Policy anniversary by written notice delivered or mailed to the Policyholder. Such notice must state when the changes will be effective. No changes may occur more than 60 days after date of such notice.

**NOTICE OF CLAIM:** We must receive written notice of Injury. It must be received within 20 days of the date the claim commences or as soon as reasonably possible. It must be given to Our Policyholder Service Office in Utica, New York. It must contain enough information to identify the Insured.

**CLAIM FORMS:** We will provide claim forms after We receive written notice of claim. Our usual claim forms will be provided. 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 Home Office within 90 days of the loss or as soon as reasonably possible. Proof provided more than one year late will not be accepted, unless the Insured had no legal capacity in that year.

**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, parents, or 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.

Indemnity for loss of life is payable to the estate of the Insured, or at Our option, if the Insured is a minor, 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 and opportunity 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 and opportunity 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 after the date proof of loss is required.

**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 an executive officer of the Company and unless such approval is endorsed hereon or attached hereto.

No agent has authority to change this Policy or to 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 thereunder unless contained in the written Application.

**TERMINATION, CANCELLATION, NONRENEWAL:** If any premium is not paid before the expiration of the grace period, the Policy will terminate at the end of such period. If the Policy terminates during or at the end of such period, the Policyholder will be liable to the Company for the payment of such pro rata premium for the time the Policy was in force during such period.

Either We or the Policyholder have the right to terminate the Policy on any anniversary date. In such events the terminating party will mail to the other written notice of its intention not less than sixty days prior to such date.

Cancellation or expiration of the Policy for any cause will be without prejudice to any claim arising prior to termination.

**CONFORMITY WITH STATE LAWS:** The Policy will be governed exclusively by the laws of the state where it was delivered or issued for delivery. Any provision of the Policy which, on its effective date, is in conflict with the statutes of the state in which the Policy was delivered or issued for delivery is hereby amended to conform to the minimum requirements of such statute.

**POLICY PERIOD, RENEWALS:** The Policy applies only to charges which are incurred during the Policy period while the Insured is insured, unless otherwise provided in the Policy. A charge will be deemed incurred on the date the charge producing service is performed. On each anniversary of the Policy effective date, as stated in the Application, the Policy is renewable, subject to Our consent, for an additional annual period by the payment of the renewal premiums then in effect.



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

Administrator: [Commercial Travelers Mutual Insurance Company  
TPA Street Address  
TPA City, State, Zip  
TPA Toll-Free Number]

National Guardian Life Insurance Company is referred to in this Policy as “We”, “Us”, “Our” or “the Company.” We have issued this Policy to the Policyholder named in the attached application. The Policy insures those students who are enrolled in a Participating School.

**INSURING AGREEMENTS**

COVERAGE: We will pay the benefits provided in the Policy for any Insured who is regularly enrolled in the Participating School. Benefits are provided to cover the expenses incurred due to an Accidental Injury sustained while the Policy is in force. 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 paid.

This Policy is effective on the date shown in the attached application. It is issued for an initial term of one year. The Policy may be continued in force thereafter as herein provided. All days are full calendar days, Standard Time, at the Policyholder's address. 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.

This Policy is governed by the laws of the state in which it is delivered.

Signed for the Company by its Secretary and President.

Mathew J. Dew  
Secretary

Mark L. Solverud  
President

**BLANKET STUDENT ACCIDENT INSURANCE**

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

**[THIS POLICY CONTAINS A NON-DUPLICATION OF BENEFITS PROVISION: Benefits under this Policy may be limited to expenses that are in excess of benefits payable under other insurance.]**



### SCHEDULE OF BENEFITS AND RATES

Coverage is provided each Insured Student under the Plan or Plans shown below as selected by the Participating School.

PLAN	BENEFIT PERCENTAGE	MEDICAL MAXIMUM PER BENEFIT PERIOD	BENEFIT PERIOD FROM DATE OF INJURY*	DEDUCTIBLE
[*Plan S1	[80%]	\$ [30,000.00]	[One Year]	\$ [0.00]
[*Plan S1-100	[80%]	\$ [30,000.00]	[One Year]	\$ [100.00]
[*Plan S2	[80%]	\$ [30,000.00]	[One Year]	\$ [0.00]
[*Plan S2-100	[80%]	\$ [30,000.00]	[One Year]	\$ [100.00]
[*Plan S3	[80%]	\$ [30,000.00]	[One Year]	\$ [0.00]
[*Plan S3-100	[80%]	\$ [30,000.00]	[One Year]	\$ [100.00]
[ *Plan S4	[80%]	\$ [30,000.00]	[One Year]	\$ [0.00]
[*Plan S4-100	[80%]	\$ [30,000.00]	[One Year]	\$ [ 0.00]

\* Under these plans, the Benefit Period for Dental Treatment is [104] weeks. The Medical Maximum for Dental Treatment is [\$500.]

### SCHEDULE OF PREMIUM RATES

Annual Premium per Insured Student  
Summer Coverage

Plan S1	[\$ X.XX]
Plan S1-100	[\$ X.XX]
Plan S2	[\$ X.XX]
Plan S2-100	[\$ X.XX]
Plan S3	[\$ X.XX]
Plan S3-100	[\$ X.XX]
Plan S4	[\$ X.XX]
Plan S4-100	[\$ X.XX]

The premium for the Policy is the amount attributable to the School based on the rate for each student in grades [pre-kindergarten through 12] regularly enrolled in the School.

**PREMIUM DUE DATE:** The premium is due within 31 days of the effective date of the Policy. Premiums are payable to the Company at its [School Plans Service Office in Utica, New York] or to any representative of the Company authorized to accept such premiums.

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## PLANS OF INSURANCE

Each Insured will be covered, subject to the Exclusions, Limitations and other Policy provisions, under one of the following mandatory plans.

**PLANS S1 and S1-100** This plan pays benefits for an Accidental Injury that occurs while an Insured is (1): attending a summer school program of two weeks or less duration; and (2) is participating in any School-Sponsored, Directly Supervised Activity. This includes travel to and from such program.

**PLANS S2 and S2-100** This plan pays benefits for an Accidental Injury that occurs while an Insured is: (1) attending a summer school program of more than two weeks duration; and (2) participating in any School-Sponsored, Directly Supervised Activity. This includes travel to and from such program.

**PLANS S3 and S3-100** This plan provides benefits 24-hours per day for an Accidental Injury that occurs while an Insured is: (1) residing on campus of the School; (2) attending a summer school program of two weeks or less duration; and (2) participating in any School-Sponsored, Directly Supervised Activity. This includes travel directly to and from such program.

**PLANS S4 and S4-100** This plan provides benefits 24-hours per day for Accidental Injury that occurs while an Insured is: (1) residing on campus of the School; (2) attending a summer School program of more than two weeks duration; and (3) participating in any School-Sponsored, Directly Supervised Activity. This includes travel directly to and from such program.

## DEFINITIONS

The following terms are used throughout the Policy. They are used to describe Our rights and those of the Policyholder and Participating Schools. Please refer to these terms when reading the Policy.

**Accidental Injury** means an accidental bodily injury which occurs while the Insured is covered under this Policy. It must be the result of an unexpected, external, violent and sudden event that is independent of any other cause.

**Benefit Period** means the period of time which starts on the date of the Accidental Injury. It continues for the period of time shown on the Schedule of Benefits and Rates. Benefits are payable only for expenses incurred during the Benefit Period for each Accidental Injury. Each separate Accident is subject to a new Benefit Period.

**Deductible Amount** means [the greater of:

1. ]the amount shown in the Schedule of Benefits and Rates]; or
2. the amount collectible from any other insurance sources, subject to the Non-Duplication of Benefits Provision].

**Hospital** means a short term, acute care, general hospital that:

1. operates as a Hospital pursuant to law;
2. is primarily engaged in providing diagnostic services and therapeutic services for diagnosis, care and treatment of sick or injured persons as inpatients by or under the continuous supervision of Physicians;
3. provides 24-hour nursing service by or under the supervision of Registered Nurses on duty or on call;
4. provides organized facilities for diagnosis, treatment and surgery either on its premises or in facilities available to it on a prearranged basis.

A Hospital does not include, other than incidentally, the following:

1. convalescent homes or convalescent, rest or nursing facilities;
2. facilities primarily affording custodial, educational or rehabilitative care; or
3. facilities for the aged, drug addicts or alcoholics; or
4. a place primarily for the treatment of tuberculosis.

**Immediate Family Member** means the Insured, the spouse of the Insured or the children, parents, brothers or sisters of the Insured or the Insured's spouse.

**Insured** means any student who is regularly enrolled in a Participating School.

**Medical Maximum** means the maximum amount We will pay for all expenses incurred for any one Accident per Benefit Period.

**Participating School** means an independent school which has agreed to participate in the Trust, which is the Policyholder.

**Physical Therapy** means any form of physical therapy, whether by machine or hand, by use of exercise, manipulation, massage, adjustment, heat or cold, air, light, water, electricity or sound.

**Physician** means a practitioner of the healing arts operating within the scope of his or her license. A Physician may not be an Immediate Family Member.

**School-Sponsored, Directly Supervised Activity** means:

1. any activity which the Participating School authorities require the Insured to attend; or
  2. any activity of the Insured's school which is under the sole control and supervision of school authorities.
- This includes activities which are under the sponsorship of the Participating School, but does not include activities with any non-school group.

**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.

## **BENEFITS FOR HOSPITAL AND PROFESSIONAL SERVICE**

We pay a benefit if the Insured incurs expenses due to a covered Accidental Injury. The expenses must be incurred for: (1) necessary medical or dental treatment by a Physician or surgeon; or (2) confinement in a Hospital. The amount We pay is equal to the Benefit Percentage of the Usual and Customary expenses incurred. This is subject to the following:

1. The Insured must first satisfy the Deductible Amount for each Benefit Period. We pay the Usual and Customary charges in excess of the Deductible Amount.
2. Treatment or Hospital confinement must begin within [30 days] after the date of the Accidental Injury.
3. Expenses for such care must be incurred within the Benefit Period.
4. We pay up to the Medical Maximum for each Benefit Period.
5. The Expense Benefit Limitations and Exclusions.

The Schedule of Benefits and Rates shows the: Benefit Percentage; Deductible Amount; Benefit Period; and Medical Maximum.

## **BENEFITS FOR ACCIDENTAL DEATH, DISMEMBERMENT AND LOSS OF SIGHT**

If, as the result of a covered Accidental Injury, an Insured suffers one of the following losses, We will pay the benefit shown for that loss. The loss must occur within 180 days from the date of an injury which results directly and independently of all other causes. In the event of more than one loss as the result of any one covered injury, only one of the listed benefits, the largest, will be payable.

Loss of Life .....	[\$1,000.00 - \$5,000.00]
Loss of One Hand, One Foot, or Sight of One Eye .....	[\$ 500.00 - \$2,500.00]
Loss of Both Hands, Both Feet, or Sight of Both Eyes .....	[\$1,000.00 - \$5,000.00]

Loss of hand or foot means loss by severance at or above the wrist or ankle joint. Loss of sight must be entire and irrecoverable. Payment made under this provision will be in addition to any other benefits payable under this Policy.

## **[NON-DUPLICATION OF BENEFITS PROVISION**

Our liability for benefits payable due to expenses incurred will be limited to the part of the expenses, if any, that is in excess of the total benefits payable by other valid and collectible coverage on an expense incurred or provision of service basis. Other valid coverage includes any other insurance or medical service plan; Hospital Maintenance Organizations (HMO's), Preferred Provider Organizations (PPO's); Workers' Compensation, federal, state or local government plans (except Medicaid); and automobile no-fault insurance. Incurred expenses include hospital charges, medical surgical and other services resulting from a covered Injury of the Insured. This provision applies only when the premiums for the coverage are paid entirely by the Participating School.]

## **EXPENSE BENEFIT LIMITATIONS**

1. For Hospital room and board, benefits will not exceed the Hospital's Usual and Customary charge for its semi-private room accommodations.
2. For dental treatment, benefits will not exceed [\$100.00] for repair or replacement of each injured tooth that was sound and natural at time of Accidental Injury. This includes charges for dental x-rays and all treatments to the tooth. The Medical Maximum payable for dental treatment is limited to [\$500.00] for any one Accidental Injury.
3. For diathermy, ultrasonic, whirlpool or heat treatment, adjustment, manipulation, massage or any form of Physical Therapy and/or office visit connected such treatment; benefit will be limited to [\$200.00] per Accidental Injury.
4. Expenses incurred after one year from the date of Accidental Injury are not covered even though the service is a continuing one or one that is necessarily delayed beyond one year from the date of Accidental Injury.

## **EXCLUSIONS**

This Policy does not provide benefits for:

1. [treatment of loss resulting from hernia, in any form;]
2. illness or disease in any form;
3. treatment by persons employed or retained by the Policyholder, the Participating School, or by any Immediate Family Member;
4. injuries sustained as a result of operating, riding in or upon, or alighting from a two - or three-wheeled motor vehicle;
5. any intentionally self-inflicted injury, or injuries resulting from being under the influence of any narcotic or alcohol, unless administered on the advice of a physician;
6. injuries resulting from war or any act of war, or active participation in any riot or civil commotion;
7. injuries occurring while violating or attempting to violate any duly enacted law; or
8. [injuries occurring during practice or play of fall pre-season athletics;]
9. [injuries occurring during practice or play of tackle football;]
10. [injuries covered by Workers' Compensation, Employer's Liability Act or law, Automobile No-fault and similar plans;] or
11. expenses incurred after the termination of the Benefit Period.

## **GENERAL PROVISIONS**

**INSURED EFFECTIVE DATE:** The insurance with respect to an Insured will become effective on the latest of the following dates:

1. The effective date of the Policy;
2. The date the Insured enrolls in the Participating School; or
3. The date the Participating School agrees to participate in the Trust.

**INSURED TERMINATION DATE:** The insurance of an Insured will terminate on the earliest of the following dates:

1. The date on which the insurance terminates with respect to the Participating School;
2. The date on which the Insured ceases to be enrolled in the Participating School; or
3. The date on which the insurance terminates with respect to the Policyholder.

**PARTICIPATING SCHOOL EFFECTIVE DATE:** The insurance with respect to a Participating School will become effective on the latest of the following dates:

1. The effective date of the Policy;
2. The date the Participating School agrees to participate in the Trust; or
3. The date the Participating School pays the premium.

**PARTICIPATING SCHOOL TERMINATION DATE:** The insurance afforded to a Participating School and its insured students will terminate on the earliest to occur of:

1. The date the plan is terminated;
2. The date the Participating School ceases to be a participating member of the Trust; or
3. The premium due date applicable to a Participating School if the required premium is not paid but subject to a Grace Period of 31 days.

**PREMIUM AND GRACE PERIOD:** All premiums are payable on or before the date upon which they become due. A grace period of thirty-one days will be allowed for the payment of each premium after the first. The premiums for the insurance afforded under the Policy are stated in the Schedule of Benefits and Rates. They are applied to all benefits in force on the due date including benefits on any Insured then receiving benefits.

The premium rates shown in the Schedule of Benefits and Rates apply to the first year of insurance. We may change benefits and/or rates on any billing date on or after the first Policy anniversary by written notice delivered or mailed to the Policyholder. Such notice must state when the changes will be effective. No changes may occur more than 60 days after date of such notice.

**NOTICE OF CLAIM:** We must receive written notice of Injury. It must be received within 20 days of the date the claim commences or as soon as reasonably possible. It must be given to Our Policyholder Service Office in Utica, New York. It must contain enough information to identify the Insured.

**CLAIM FORMS:** We will provide claim forms after We receive written notice of claim. Our usual claim forms will be provided. 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 Home Office within 90 days of the loss or as soon as reasonably possible. Proof provided more than one year late will not be accepted, unless the Insured had no legal capacity in that year.

**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, parents, or 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.

Indemnity for loss of life is payable to the estate of the Insured, or at Our option, if the Insured is a minor, 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 and opportunity 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 and opportunity 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 after the date proof of loss is required.

**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 an executive officer of the Company and unless such approval is endorsed hereon or attached hereto.

No agent has authority to change this Policy or to 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 thereunder unless contained in the written Application.

**TERMINATION, CANCELLATION, NONRENEWAL:** If any premium is not paid before the expiration of the grace period, the Policy will terminate at the end of such period. If the Policy terminates during or at the end of such period, the Policyholder will be liable to the Company for the payment of such pro rata premium for the time the Policy was in force during such period.

Either We or the Policyholder have the right to terminate the Policy on any anniversary date. In such events the terminating party will mail to the other written notice of its intention not less than sixty days prior to such date.

Cancellation or expiration of the Policy for any cause will be without prejudice to any claim arising prior to termination.

**CONFORMITY WITH STATE LAWS:** The Policy will be governed exclusively by the laws of the state wherein it was delivered or issued for delivery. Any provision of the Policy which, on its effective date, is in conflict with the statutes of the state in which the Policy was delivered or issued for delivery is hereby amended to conform to the minimum requirements of such statute.

**POLICY PERIOD, RENEWALS:** The Policy applies only to charges which are incurred during the Policy period while the Insured is insured, unless otherwise provided in the Policy. A charge will be deemed incurred on the date the charge producing service is performed. On each anniversary of the Policy effective date, as stated in the Application, the Policy is renewable, subject to Our consent, for an additional annual period by the payment of the renewal premiums then in effect.

### OPTIONAL BLANKET INSURANCE POLICY RIDER

This Rider is a part of the Policy to which it is attached. It is subject to all of the terms and conditions of the Policy not inconsistent with this Rider. It is issued in consideration of the payment of the required premium and the information contained in the application for this Rider.

### SICKNESS RIDER

The Policy to which this Rider is attached is amended to include coverage for Sickness of the Insured student under the 24-Hour Voluntary Extension Plan. Coverage of a Sickness will not be provided under any other plans of the Policy.

I. The following term is added to the **Definitions** section of the Policy.

“**Sickness**” means illness or disease of an Insured that first manifests itself while this Policy is in force for the Insured.

II. The definition of “Benefit Period” is revised to state as follows:

“**Benefit Period**” means the period of time which starts on the date of the Accidental Injury or Sickness. It continues for the period of time shown on the Schedule of Benefits and Rates. Benefits are payable only for expenses incurred during the Benefit Period for each Accidental Injury or Sickness. Each separate Accident or Sickness is subject to a new Benefit Period.

III. When coverage is provided under the 24-Hour Voluntary Extension Plan, the **Benefits** provision of the Policy is amended to read as follows:

#### **BENEFITS FOR HOSPITAL AND PROFESSIONAL SERVICE**

We pay a benefit if the Insured incurs expenses due to a covered Accidental Injury or Sickness. The expenses must be incurred for: (1) necessary medical or dental treatment by a Physician or surgeon; or (2) confinement in a Hospital. The amount We pay is equal to the Benefit Percentage of the Usual and Customary expenses incurred. This is subject to the following:

1. The Insured must first satisfy the Deductible Amount, if any, for each Benefit Period. We pay the Usual and Customary charges in excess of the Deductible Amount.
2. Treatment or Hospital confinement must begin within [30 days] after the date of the Accidental Injury or Sickness.
3. Expenses for such care must be incurred within the Benefit Period.
4. We pay up to the Medical Maximum for each Benefit Period.

The Schedule of Benefits and Rates shows the: Benefit Percentage; Deductible Amount, if any; Benefit Period; and Medical Maximum.

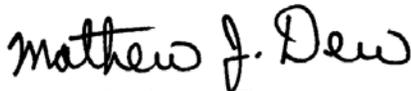
IV. Item 2 of the **Exclusions** provision of the Policy is amended to read as follows:

2. Illness or disease in any form, except as might be provided by Rider.

The **Exclusions** provision of the Policy is also amended to include the following items. These items will not be covered under this Rider when it is a part of the Policy.

1. elective surgery.
2. cosmetic surgery, except as the result of covered Sickness or Injury.
3. submucous resection and/or other surgical correction for deviated nasal septum. Necessary treatment of sinusitis is covered.
4. normal pregnancy, childbirth or elective abortion. Complications of pregnancy will be covered the same as any other Sickness.
5. mental or nervous disorders.

This Rider takes effect and expires with the Policy to which it is attached. Signed for the Company by its Secretary and President.

  
Mathew J. Dew  
Secretary

  
Mark L. Solverud  
President



**National Guardian<sup>®</sup>**  
**Life Insurance Company**

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

[School Plans Service Office - 70 Genesee Street Utica, New York 13502]

**Application for Blanket Student Accident Insurance**

APPLICATION is hereby made to National Guardian Life Insurance Company for a Policy of Blanket Student Accident Insurance to provide the benefits set forth in the Schedule of Benefits and Rates in the Policy.

1. Name of Policyholder: \_\_\_\_\_ [Independent School Group Insurance Trust] \_\_\_\_\_
2. Address of Policyholder: \_\_\_\_\_ [1316 N. Union Street, Wilmington, DE 19806] \_\_\_\_\_
3. The Policy will insure eligible persons who are associated with the policyholder as:  
 \_\_\_\_\_ [Students enrolled in an independent school participating in the Trust] \_\_\_\_\_
4. The effective date shall be: [July 15, 2012]. Each anniversary date shall be on [July 15<sup>th</sup>] of each year thereafter as long as the Policy remains in force.
5. Eligibility Provisions: All independent schools are eligible to participate in the Trust.
6. Premiums are to be Payable: \_\_\_\_\_ [Annually] \_\_\_\_\_
7. Upon acceptance of this application by the Company, the Policy is to be issued to the Policyholder named above in accordance with the above information.

I understand that any person who, with intent to defraud or knowing that he or she is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement may be guilty of fraud.

Signed at [Wilmington] State if DE, this \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.  
 (Month/Year)

by: Signature \_\_\_\_\_  
 Applicant

Title \_\_\_\_\_

Agent: \_\_\_\_\_



**National Guardian®**  
**Life Insurance Company**

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

[School Plans Service Office - 70 Genesee Street Utica, New York 13502]

**Application for Blanket Student Accident Insurance**

APPLICATION is hereby made to National Guardian Life Insurance Company for a Policy of Blanket Student Accident Insurance to provide the benefits set forth in the Schedule of Benefits and Rates in the Policy.

1. Name of Policyholder: [Independent School Group Insurance Trust]  
[Summer School and Camp]

2. Address of Policyholder: [1316 N. Union Street, Wilmington, DE 19806]

3. The Policy will insure eligible persons who are associated with the policyholder as:  
[Students enrolled in an independent school participating in the Trust]

4. The effective date shall be: [July 15, 2012]. Each anniversary date shall be on [July 15<sup>th</sup>] of each year thereafter as long as the Policy remains in force.

5. Eligibility Provisions: All independent schools are eligible to participate in the Trust. Students are eligible for the Summer Accident Coverage in the following circumstances:

- A. Those in which children attend a Summer Program or Camp sponsored by the School; or
- B. Those in which children attend a private camp that is affiliated with the School. ALL STUDENTS who attend must be covered.

6. Premiums are to be Payable: [Annually]

7. Upon acceptance of this application by the Company, the Policy is to be issued to the Policyholder named above in accordance with the above information.

I understand that any person who, with intent to defraud or knowing that he or she is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement may be guilty of fraud.

Signed at [Wilmington] State of DE, this \_\_\_\_\_ day of \_\_\_\_\_.  
 (Month/Year)

by: Signature \_\_\_\_\_  
 Applicant

Title \_\_\_\_\_

Agent: \_\_\_\_\_



National Guardian®  
Life Insurance Company

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

**BLANKET POLICY ENDORSEMENT  
ARKANSAS**

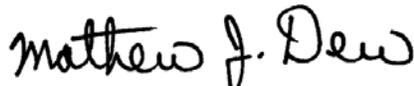
This Endorsement is a part of the Policy to which it is attached. It is subject to all of the terms and conditions of the Policy/Certificate not inconsistent with this Rider.

In the **Definitions** section, the definition of **Accidental Injury** is amended to read as follows:

**Accidental Injury**, for which benefits are provided, means accidental bodily injury sustained by the Insured which is the direct cause, independent of disease or bodily infirmity or any other cause and occurs while the insurance for the Insured is in force.

This Endorsement takes effect with and expires with the Policy to which it is attached.

Signed for the Company by its Secretary and President.

  
Mathew J. Dew  
Secretary

  
Mark L. Solverud  
President

SERFF Tracking #:

NGLI-128775331

State Tracking #:

Company Tracking #:

NSA-1006(ISIT)

State: Arkansas

Filing Company:

National Guardian Life Insurance Company

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

Product Name: K-12 Student Accident - ISM Trust

Project Name/Number: K-12 Student Accident - ISM Trust/K-12 Student Accident - ISM Trust

## Supporting Document Schedules

		Item Status:	Status Date:
Satisfied - Item:	Flesch Certification	Approved-Closed	11/19/2012
Comments:			
Attachment(s):	Readability Certification.pdf AR - Required Certification - DV.pdf		
		Item Status:	Status Date:
Satisfied - Item:	Application	Approved-Closed	11/19/2012
Comments:	Attached to Form Schedule		
		Item Status:	Status Date:
Bypassed - Item:	PPACA Uniform Compliance Summary	Approved-Closed	11/19/2012
Bypass Reason:	N/A - Not a PPACA filing		
		Item Status:	Status Date:
Satisfied - Item:	Independent School Student Insurance Trust	Approved-Closed	11/19/2012
Comments:			
Attachment(s):	Independent School Student Insurance Trust.pdf		
		Item Status:	Status Date:
Satisfied - Item:	School Enrollment Forms	Approved-Closed	11/19/2012
Comments:			
Attachment(s):	Superintendent Enrollment Form - N-ISIT-EF.pdf Superintendent Enrollment Form-Summer-N-ISIT-EF-SC.pdf		
		Item Status:	Status Date:

**SERFF Tracking #:**

NGLI-128775331

**State Tracking #:****Company Tracking #:**

NSA-1006(ISIT)

**State:**

Arkansas

**Filing Company:**

National Guardian Life Insurance Company

**TOI/Sub-TOI:**

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

**Product Name:**

K-12 Student Accident - ISM Trust

**Project Name/Number:**

K-12 Student Accident - ISM Trust/K-12 Student Accident - ISM Trust

Satisfied - Item:	Statement of Variability	Approved-Closed	11/19/2012
Comments:			
Attachment(s):			
Statement of Variability.pdf			

**Item Status:****Status Date:**

Satisfied - Item:	Delaware Filing Information	Approved-Closed	11/19/2012
Comments:			
Attachment(s):			
DE Filing Information.pdf			

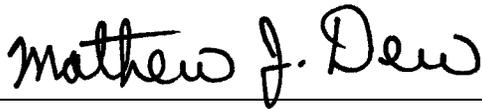
**Item Status:****Status Date:**

Satisfied - Item:	Trust Information	Approved-Closed	11/19/2012
Comments:			
Attachment(s):			
Independent School Student Insurance Trust.pdf			

## CERTIFICATION OF READABILITY

I, Mathew J. Dew, an officer of National Guardian Life Insurance Company, certify that the Flesch scores for the submitted forms are listed below:

Forms	Flesch Scores
NSA-1006(ISIT) 2012	54.7
NSA-1006(ISIT)(SC) 2012	54.5



Signature

November 16, 2012

Date

**Mathew J. Dew**

Vice-President and General Counsel  
National Guardian Life Insurance Company



**STATE OF ARKANSAS  
CERTIFICATION OF COMPLIANCE**

I, **Mark Neidinger**, an officer of *National Guardian Life Insurance Company*, hereby certify the following:

- Our company is in compliance with Arkansas Code Ann. 23-79-138. The required notice providing information on the Arkansas Department of Insurance is automatically included with each policy issued in the state of Arkansas.
- Similarly, the required Life and Health Guaranty Association Notice is automatically included with each policy issued in Arkansas, in compliance with Regulation 49.

November 16, 2012

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*Signature*

*Date*

**Mark Neidinger**

Associate General Counsel – Company Officer

Individual responsible for this filing:

Name: Peggy Kratz

Title: Senior Policy Forms Specialist

Phone #: (608) 443-5325

Email: plkratz@nglic.com

TRUST AGREEMENT

THIS TRUST AGREEMENT, is made and entered in this 22nd day of May, 1981 by Doris M. LeStourgeon, John R. Sodoma, and David Jones as Trustees and their successors in trust ("Trustees") and the Independent Schools joining in this Trust Agreement pursuant to paragraph 6 hereof ("Schools").

FOR AND IN CONSIDERATION of the mutual covenants contained herein and other good and valuable consideration, the parties hereto agree as follows:

1. Recitals. Schools desire to establish a student accident insurance plan and to this end they desire to establish a trust pursuant to the terms of this Trust Agreement to hold the group insurance policies which embody the terms of such plan. Trustees are willing to accept the trust upon the terms and conditions hereinafter set forth.

2. Establishment of Trust. Trustees declare that they will receive and hold such properties as may come into their hands as Trustees (all such property being called the Trust Estate) and agree to administer the trust for the exclusive purposes of providing student accident insurance to the Schools and defraying reasonable expenses of administering the plans. This trust shall be named the Independent School Student Insurance Trust ("Trust").

3. Duties of Trustees. The duties of the Trustees with respect to this Trust and the Student Accident Insurance Plan established pursuant to this Trust Agreement shall be limited to performing the duties specifically set forth in this paragraph 3.

a. Procurement of Insurance. Trustees shall make application to an insurance company or insurance companies duly authorized to conduct business in the appropriate states, as determined by Manager, hereinafter provided for, for the issuance of a policy or policies of student accident insurance to be issued to the Trustees, providing such coverage to the Schools and containing such limitations and conditions as the Trustees may from time to time determine in their sole discretion. The Trustees are empowered to terminate any such insurance contracts and may replace them with contracts of other duly licensed insurance carriers, and/or cause the said contracts of said insurance to be altered, amended or modified in such a fashion as the Trustees deem advisable. Any insurance dividends, experience rating refunds or other amounts which may come into the hands of

the Trustees shall be used to provide benefits to the Schools (including the establishment of such reserve funds as the Trustees, in their sole discretion, deem necessary or advisable) and/or to defray reasonable expenses of administering the plan, including expenses of administering the Trust, or to set up a claims stabilization reserve.

b. Contract With Service Organizations. Trustees may contract with a professional service organization ("Manager") to supervise the administration of the student accident insurance plans reflected in the insurance policies held by the Trust as adopted by each Employer, including the following:

1. Contacting and assisting Schools in the selection and implementation of student accident insurance plans pursuant to the terms of this Trust Agreement;
2. Performing the ministerial duties of administering the student accident plan, including supervision of billing and collection of premiums and other payments due from Schools, and taking such other actions as may be appropriate in connection with the administration of such plans from time to time.
3. Maintaining such records with respect to the student accident insurance plan as will enable the Trustees to discharge their obligations under the terms of this Trust Agreement.

It is expressly agreed and understood that amounts collected from the Schools by Manager are not, and shall not be considered to be, trust funds in the hands of Manager, and such collections may be commingled with the general assets of Manager.

However, nothing in this paragraph shall relieve Manager from its duty to pay the required payments to the insurance carriers when and as such premiums are due.

c. Employment of Consultants and Other Persons to Render Advice or Perform Services. The Trustees may contract with or otherwise employ and compensate one or more persons to render legal, actuarial, accounting, consulting, or any other advice to or to perform services for the Trust.

4. Matters Concerning Trustees

(a) Number and Selection of Trustees. There shall be three (3) Trustees. In the event of the resignation, death, disqualification, disability or refusal to act of a named Trustee, or his successor, a successor Trustee shall be appointed by the remaining Trustees then in office. Any successor Trustee appointed shall, upon his acceptance in writing of the terms of the Trust, be vested with all of the rights, powers

and duties of his predecessor. Notice of change in the Trustees shall be filed by the Trustees with the insurers. No vacancy or vacancies in the office of Trustees shall impair the power of the remaining Trustees to administer the affairs of the Trust.

b. Power of Trustees. The Trustees shall have all powers authorized by law and specifically all of the powers authorized by the laws of the State of Delaware. The Trustees are expressly authorized to allocate the powers and responsibilities herein conferred upon them among themselves as they shall specify and to delegate any or all ministerial powers or duties to the Manager or any other person retained to render advice or perform services for the Trust.

c. No Bond Required. Any Trustee serving hereunder is excused from posting any bond for serving in such capacity, unless such bond is expressly required by law.

d. Actions by Trustees. Decisions of the Trustees shall be made by a majority vote of the Trustees then in office and may be made at a meeting or upon written consent.

e. Meeting of Trustees. The Trustees shall meet as often as deemed necessary in Wilmington, Delaware, or such other places as agreed to by the Trustees. Meetings may be called by any Trustee by giving at least five (5) days written notice of the time and place of such meeting to the other Trustees.

f. Resignation of Trustees. A Trustee may resign by an executed written instrument to that effect to the remaining Trustees. Such resignation shall be effective when accepted by the remaining Trustees who shall act thereon within thirty (30) days after receipt thereof.

g. Compensation of Trustees. The Trustees shall serve without compensation, but they shall be reimbursed from the Trust Estate for all reasonable costs and expenses which they may incur in the performance of their duties as Trustees, including all costs arising out of any lawsuits, claims or other proceedings brought by or against the Trustees in connection with their duties as Trustees hereunder.

h. Liability of Trustees. Except as required by law, the Trustees shall not be liable for any action taken or omitted by them in good faith, nor for the acts of the Manager, attorneys or any other person or persons employed or selected by the Trustees with reasonable care. The

Trustees shall be protected in acting upon any paper or document believed by them to be genuine and to have been made, executed or delivered by the same party purporting to have made, executed or delivered the same, and shall be protected in relying and acting upon the opinion of counsel in connection with any matter pertaining to the administration or execution of this Trust. Except as required by law, no Trustee shall be liable for any act or omission of any other Trustee.

1. Dealings With Third Parties. No insurance carrier or other party, other than the Schools, shall be deemed a party to this Trust Agreement for any purpose or be deemed responsible for its validity and sufficiency. The obligations of any insurance carrier or other party contracting with the Trust shall be measured and determined solely by the terms and conditions of the group policy or policies or other contracts which may be involved. No party dealing with Trustees in relation to this Trust shall be obligated to see to the application of any money or property constituting the Trust Estate, or to see that the terms of this Trust have been complied with, or to inquire into the necessity or expediency of any acts of Trustees. Any instrument executed by the Trustees shall be conclusive that:

1. At the time of the delivery of said instrument, the trust hereby created was in full force and effect;

2. That such instrument was executed in accordance with the terms and conditions contained in the Trust Agreement; and

3. That Trustees were duly authorized and empowered to execute such instrument.

The receipt given by Trustees for any monies or other property received shall effectively discharge the person or persons paying or transferring same, and such person or persons shall not be bound to see to the applications thereof.

j. Books and Records. Trustees shall keep true and accurate books of account and records which shall be audited as requested by a majority of Schools, such audit to be conducted at the expense of Employers. The records of Trustees shall be open to inspection by representatives of Schools at all reasonable times.

5. Duties of School. Each School who is or becomes a party to this Trust Agreement shall abide by all of the terms and conditions hereof,

and any rules and regulations which may be attached hereto as an exhibit, as they may be amended from time to time by the Trustees in their sole discretion.

6. Joinder of Additional Schools. The Trustees may permit additional Schools to become parties to this Trust Agreement upon receipt of a written application from such a School containing the assumption by the School of the terms and conditions of this Trust, and upon such other terms and conditions as may be required by the Trustees from time to time consistent with the provisions hereof.

7. Termination of Schools. If any School defaults in its obligations hereunder, including the obligation to pay premiums, the participation of such School in this Trust Agreement shall cease and all services then subscribed to by such School shall be discontinued; provided, however, that School shall be given notice of said default, and if said default is not cured within thirty (30) days, the participation of said School shall then be finally terminated hereunder.

8. Termination of Trust. In the event that all Schools discontinue their required payments, or the Trust is otherwise terminated, then the Trustee shall either:

- a. Cancel all service agreements and insurance policies; or
- b. Transfer such service agreements and insurance policies to each individual employer in such amounts and in such a manner as School directs and as may be allowed by the various contract provisions.

Any properties remaining in the Trust Estate shall be used to pay for services rendered or for premiums due on the group insurance policies, and any remaining properties shall be equitably distributed among the Schools then participating hereunder. Upon the disbursement of the entire Trust Estate and the cancellation or transfer of all policies, this Trust shall terminate.

9. Amendment of Trust Agreement. The provisions of this Trust Agreement may be amended or revoked at any time by an instrument in writing executed by the Trustees; provided, however, that no amendment shall alter or negate the primary purpose of this Trust as set out in paragraph 2 above.

10. Spendthrift Clause. Except as otherwise provided by law, no part of the Trust Estate, the insurance proceeds payable under the policies

held by the Trustees nor any other sums coming into the hands of the Trustees are to be subject to execution or other legal process for any obligation of any School in any manner, nor shall any School in any manner, nor shall any School have the power to sell or mortgage or encumber same, or any part thereof, nor anticipate the same, or any part thereof, by assignment or otherwise.

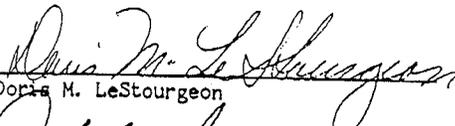
11. Limited Interest in Trust Estate. During the continuance of this Trust, no School, nor any person claiming by, through or under any School shall have any right, title or interest in or to the Trust Estate or any part thereof, except for such person's interest in any benefits provided under the applicable group insurance policy(ies).

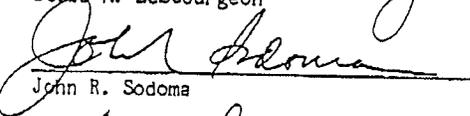
12. Severability. In the event any one or more provisions of this Trust Agreement shall be determined to be invalid or unenforceable by any court or other appropriate authority, the remainder of this Trust Agreement shall continue to remain in full force and effect, as if said invalid and unenforceable portion had not been included in this Trust Agreement.

13. Governing Law. To the extent federal law is not controlling, this Trust shall be governed by the laws of the State of Delaware, and all questions pertaining to the validity or construction of said Trust Agreement shall be determined in accordance with the laws of Delaware.

IN WITNESS WHEREOF, this Trust Agreement has been executed as of the day and date first above written.

TRUSTEES:

  
Doris M. LeSturgeon

  
John R. Sodoma

  
David Jones

/mc

NATIONAL GUARDIAN LIFE INSURANCE COMPANY  
TRUST ADOPTION AGREEMENT ENROLLMENT FORM  
[20XX-20XX] School-Year Plans | [PreK]-[12] Schools

Name of school \_\_\_\_\_  
 School Mailing Address \_\_\_\_\_ City \_\_\_\_\_  
 State \_\_\_\_\_ Zip \_\_\_\_\_ E-Mail \_\_\_\_\_  
 Telephone (\_\_\_\_\_) \_\_\_\_\_ Ext. \_\_\_\_\_ Fax: (\_\_\_\_\_) \_\_\_\_\_

**Please complete the following:**

Opening date of pre-season practice\* \_\_\_\_\_  
 Opening date of school year\* \_\_\_\_\_  
 Closing date of school year \_\_\_\_\_

Total Anticipated Enrollment and Plans for [20XX-XX]											
All Plans MUST MATCH (all enrolled students must be covered)	Estimated Number of Students	Cost Per Participant			Premium		Estimated Number of Students	Cost Per Participant			Premium
PREK (PK STUDENTS STARTING AT AGE 3)		80%				OR		100%			
Plan P (\$0 deductible)		x	\$X.XX	=			x	\$X.XX	=		
Plan P <sup>100</sup> (\$100 deductible)		x	\$X.XX	=			x	\$X.XX	=		
DAY STUDENTS (K And UP)		80%				OR		100%			
Plan D (\$0 deductible)		x	\$XX.XX	=			x	\$XX.XX	=		
Plan D <sup>100</sup> (\$100 deductible)		x	\$XX.XX	=			x	\$XX.XX	=		
BOARDING STUDENTS		80%				OR		100%			
Plan B (\$0 deductible)		x	\$XX.XX	=			x	\$XX.XX	=		
Plan B <sup>100</sup> (\$100 deductible)		x	\$XX.XX	=			x	\$XX.XX	=		
<b>OPTIONAL COVERAGE</b>		80%				OR		100%			
Catastrophic Supplement** Plan C		x	\$X.XX	=			x	\$X.XX	=		
<b>Total estimated premium</b>		=						=			

**Minimum premium is \$250**

**Send this form** – along with a check for \$250, payable to National Guardian Life Insurance Company, as a deposit credited toward the total premium to be billed in September, 20XX to:

**National Guardian Life Insurance Company  
School Plans Service Office – 70 Genesee Street, Utica, New York 13502**

The undersigned hereby requests participation in the Independent School Student Accident Insurance Trust, which is established for the purpose of holding and administering the Group Policy under which participating schools secure student accident insurance. The undersigned agrees, if accepted for participation, to abide by the provisions of the Trust and the insurance plans selected by the Trustees, and to cooperate fully with the Trustees and the Professional Manager selected by the Trustees. The undersigned acknowledges that the Trustees have made no representations to him/her, that any representations to him/her were made by the Professional Manager (Independent School Management, Inc.), and thereby agrees to look only to the Professional Manager in the event of any dispute from such representation. Any person who, knowingly and with intent to defraud any insurance company or other person, files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which may be a crime.

Approved for the school by: \_\_\_\_\_

Name (*print*): \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

**\*IMPORTANT NOTICE**

- In no event can coverage be effective prior to the [August 1, 20XX] plan effective date.
- Coverage cannot be effective prior to the receipt of this signed Trust Adoption Agreement and \$250 deposit.
- This Plan is not available in all states.

# NATIONAL GUARDIAN LIFE INSURANCE COMPANY TRUST ADOPTION AGREEMENT ENROLLMENT FORM

20XX SUMMER SCHOOL/CAMP PLANS  
(EXCLUDING TACKLE FOOTBALL AND ANY FALL PRE-SEASON ATHLETIC PRACTICE)

Name of school \_\_\_\_\_

School Mailing Address \_\_\_\_\_ City \_\_\_\_\_

State \_\_\_\_\_ Zip \_\_\_\_\_ E-Mail \_\_\_\_\_

Telephone (\_\_\_\_\_) \_\_\_\_\_ Ext. \_\_\_\_\_ Fax: (\_\_\_\_\_) \_\_\_\_\_

Please complete the following:

**20XX summer school/camp program dates**

Opening date of first summer session\* \_\_\_\_\_

Closing date of last summer session\* \_\_\_\_\_

Number of sessions you anticipate holding \_\_\_\_\_

Please indicate Plan(s) and anticipated enrollment. (All enrolled students/campers must be covered.)

Session of 14 Days or Less				
	Estimated Number of Participants		Cost Per Participant	Premium
Day				
S1-Excess coverage** \$0 deductible		x	\$X.XX	=
or				
S1-100-Excess coverage** \$100 deductible		x	\$X.XX	=
Boarding				
S3-Excess coverage** \$0 deductible		x	\$X.XX	=
or				
S3-100-Excess coverage** \$100 deductible		x	\$X.XX	=
<b>Total anticipated premium</b>				=

Session of 15 Days or More				
	Estimated Number of Participants		Cost Per Participant	Premium
S2-Excess coverage** 0 deductible		x	\$X.XX	=
or				
S2-100-Excess coverage** \$100 deductible		x	\$X.XX	=
Boarding				
S4-Excess coverage** \$0 deductible		x	\$X.XX	=
or				
S4-100-Excess coverage** \$100 deductible		x	\$X.XX	=
<b>Total anticipated premium</b>				=

*\*\*In PA, IL and NH only, the Excess Provision applies after the first \$100 of eligible expense.*

**Minimum premium is \$100**

Send this form – along with a check for \$100, payable to National Guardian Life Insurance Company, as a deposit credited toward the total premium to be billed in September, 20XX to:

**National Guardian Life Insurance Company**  
**School Plans Service Office – 70 Genesee Street, Utica, New York 13502**

The undersigned hereby requests participation in the Independent School Student Accident Insurance Trust, which is established for the purpose of holding and administering the Group Policy under which participating schools secure student accident insurance. The undersigned agrees, if accepted for participation, to abide by the provisions of the Trust and the insurance plans selected by the Trustees, and to cooperate fully with the Trustees and the Professional Manager selected by the Trustees. The undersigned acknowledges that the Trustees have made no representations to him/her, that any representations to him/her were made by the Professional Manager (Independent School Management, Inc.), and thereby agrees to look only to the Professional Manager in the event of any dispute from such representation. Any person who, knowingly and with intent to defraud any insurance company or other person, files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which may be a crime.

Approved for the school by: \_\_\_\_\_

Name (*print*): \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

**\*IMPORTANT NOTICE**

- Coverage cannot be effective prior to the receipt of this signed Trust Adoption Agreement and \$100 deposit.
- This Plan is not available in all states.

Statement of Variability  
Blanket Student Accident Policy NSA-1006(ISIT)2012  
And  
Blanket Student Accident Summer School Policy NSA-1006(ISIT)(SC)2012

Blanket Student Accident Policy NSA-1006(ISIT)2012

Page 1:

- The statement regarding Non-Duplication of Benefits will be deleted if this provision is not included in the policy.

Page 2:

- All Plans, coverage amounts, premium amounts and benefit amounts may be revised to fit the needs of a particular school

Page 3:

- The reference to Non-Duplication of Benefits will be deleted if this provision is not included in the policy.

Page 4:

- The paragraph relating to extension of coverage for visiting/interviewing students (item 5 under the description of PLAN D, PLAN D100, PLAN P and PLAN P100) may be deleted entirely.

Page 5

- Definition of Deductible Amount: Item 2, regarding the amount paid under the Non-Duplication of Benefits provision will be deleted if this provision is not included in the policy.

Page 6

- Benefit amount for Loss of Life, Loss of Both Hands, Both Feet, or Sight of Both Eyes may range from \$1,000 - \$10,000.
- Benefit for Loss of One Hand, One Foot, or Sight of One Eye may range from \$500-\$5,000.
- Non-Duplication of Benefits Provision may be deleted entirely.
- Any Exclusion within brackets may be deleted entirely.

Blanket Student Accident Summer School Policy NSA-1006(ISIT)(SC)2012

Page 1:

- The statement regarding Non-Duplication of Benefits will be deleted if this provision is not included in the policy.

Page 2:

- All Plans, coverage amounts, premium amounts and benefit amounts may be revised to fit the needs of a particular school

Page 3:

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Page 6

- Non-Duplication of Benefits Provision may be deleted entirely.
- Any Exclusion within brackets may be deleted entirely

**State:** Delaware **Filing Company:** National Guardian Life Insurance Company  
**TOI/Sub-TOI:** H04 Health - Blanket Accident/Sickness/H04.001 Student  
**Product Name:** K-12 Student Accident - ISM Trust  
**Project Name/Number:** K-12 Student Accident - ISM Trust/K-12 Student Accident - ISM Trust

## Filing at a Glance

Company: National Guardian Life Insurance Company  
Product Name: K-12 Student Accident - ISM Trust  
State: Delaware  
TOI: H04 Health - Blanket Accident/Sickness  
Sub-TOI: H04.001 Student  
Filing Type: Form  
Date Submitted: 10/22/2012  
SERFF Tr Num: NGLI-128735456  
SERFF Status: Closed-Filed  
State Tr Num: 51349  
State Status: Filed  
Co Tr Num: NSA-1006(ISIT)  
Co Status:  
Implementation: On Approval  
Date Requested:  
Author(s): Peggy Kratz, DeeAnna Chaput  
Reviewer(s): Jennifer Dawson (LRF) (primary)  
Disposition Date: 11/16/2012  
Disposition Status: Filed  
Implementation Date:

**State:** Delaware **Filing Company:** National Guardian Life Insurance Company  
**TOI/Sub-TOI:** H04 Health - Blanket Accident/Sickness/H04.001 Student  
**Product Name:** K-12 Student Accident - ISM Trust  
**Project Name/Number:** K-12 Student Accident - ISM Trust/K-12 Student Accident - ISM Trust

## General Information

Project Name: K-12 Student Accident - ISM Trust  
Project Number: K-12 Student Accident - ISM Trust  
Requested Filing Mode: Review & Approval  
Explanation for Combination/Other:  
Submission Type: New Submission  
Group Market Type: Blanket, Trust  
Filing Status Changed: 11/16/2012  
State Status Changed: 11/16/2012  
Created By: Peggy Kratz  
Corresponding Filing Tracking Number:

Status of Filing in Domicile: Not Filed  
Date Approved in Domicile:  
Domicile Status Comments:  
Market Type: Group  
Group Market Size: Small and Large  
Overall Rate Impact:  
Company Status Changed:  
Deemer Date:  
Submitted By: Peggy Kratz

PPACA: Not PPACA-Related

Include Exchange Intentions: No

### Filing Description:

Blanket Student Accident Insurance Policy - NSA-1006(ISIT)  
Application for Blanket Student Accident Insurance – NSA-ISIT-APP(2012)  
Optional Accident and Sickness Rider - NSA-1006(ISIT)(SICK)

Blanket Student Accident Summer School Policy – NSA-1006(ISIT)(SC)  
Application for Blanket Student Accident Insurance – NSA-ISIT-APP-SC(2012)

Attached for your review and approval are copies of the above referenced forms. These forms are new and are not intended to replace anything previously approved for National Guardian Life Insurance Company. These forms are substantially similar to policy forms CLSA-1006(ISIT) & CLSA-1006(ISIT)(SC), with their corresponding applications and riders, approved for use for Companion Life Insurance Company by your Department on May 14, 2012. (refer to SERFF Tracking Number CMTR-128299102.) The only difference between these forms, is that we have clarified and updated some of the language to improve the readability.

These forms provide a benefit if a student in grades pre-kindergarten through 12 incurs expenses as the result of a covered accident.

Policy form NSA-1006(ISIT) provides a choice of five plans from which the school may choose in offering coverage to their students. Four of these Plans are considered "Mandatory" with all premiums paid by a participating school. Under these plans students are automatically covered from the time they enroll at a participating school. Benefits are provided for accidents occurring on school premises, while the student is in the care of a school, or while the student is on his/her way to or from school.

The fifth plan is a "voluntary" 24-hour plan providing around-the-clock protection for a student. The premiums for this coverage are paid by the parents of an enrolled student.

Rider NSA-1006(ISIT)(SICK) will add an optional sickness benefit to Policy NSA-1006(ISIT). Coverage under this Rider will be offered only where a Participating School has elected to make the 24-Hour Voluntary Extension Plan available to it to its students. Under this Plan, when the optional rider is a part of the policy, a student is covered 24-hours a day for both accident and sickness.

**State:** Delaware **Filing Company:** National Guardian Life Insurance Company  
**TOI/Sub-TOI:** H04 Health - Blanket Accident/Sickness/H04.001 Student  
**Product Name:** K-12 Student Accident - ISM Trust  
**Project Name/Number:** K-12 Student Accident - ISM Trust/K-12 Student Accident - ISM Trust

Policy form NSA-1006(ISIT)(SC) provides basically the same benefits except that the policy covers only students who are enrolled in summer sessions fr a Participating School. Insurance under the policy is considered "Mandatory" with all premiums being paid by the school.

Also enclosed for informational purposes are the School Superintendent's Enrollment Forms for policies, forms N-ISIT-EF and N-ISIT-EF-SC. Upon completion of the Superintendent's application, a school becomes a Participating School under the Trust.

These forms are being filed first in the State of Delaware, since Delaware is the situs of the Trust. The Blanket Master Policy will be issued to the Independent School Group Insurance Trust, located at 1316 N. Union Street, Wilmington, Delaware. This policy is being issued to the trust for ease of administration. The Administrator of the Trust, Independent School Management (ISM), provides coverage available to a school for the benefit of their students. Each school who wishes to participate in the trust signs a participation agreement at the time they apply for coverage under the Policy. By participating in the Trust, the school avails themselves of ISM's expertise in administering the insurance coverage. The use of this Trust has been previously approved by your Department for use by Companion Life Insurance Company (refer to SERFF Tracking Number CMTR-128299102). A copy of the Trust Agreement is enclosed to facilitate your review.

## Company and Contact

### Filing Contact Information

Peggy Kratz, Senior Policy Forms Specialist plkratz@nglic.com  
 P.O. Box 1191 608-443-5325 [Phone]  
 Madison, WI 53701-1191 608-443-5365 [FAX]

### 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: \$250.00  
 Retaliatory? No  
 Fee Explanation: \$50 per form; 5 forms filed  
 Per Company: Yes

Company	Amount	Date Processed	Transaction #
National Guardian Life Insurance Company	\$250.00	10/22/2012	64141206

**State:** Delaware      **Filing Company:** National Guardian Life Insurance Company  
**TOI/Sub-TOI:** H04 Health - Blanket Accident/Sickness/H04.001 Student  
**Product Name:** K-12 Student Accident - ISM Trust  
**Project Name/Number:** K-12 Student Accident - ISM Trust/K-12 Student Accident - ISM Trust

## Supporting Document Schedules

		Item Status:	Status Date:
Satisfied - Item:	Independent School Student Insurance Trust		
Comments:			
Attachment(s):			
Independent School Student Insurance Trust.pdf			

TRUST AGREEMENT

THIS TRUST AGREEMENT, is made and entered in this 22nd day of May, 1981 by Doris M. LeStourgeon, John R. Sodoma, and David Jones as Trustees and their successors in trust ("Trustees") and the Independent Schools joining in this Trust Agreement pursuant to paragraph 6 hereof ("Schools").

FOR AND IN CONSIDERATION of the mutual covenants contained herein and other good and valuable consideration, the parties hereto agree as follows:

1. Recitals. Schools desire to establish a student accident insurance plan and to this end they desire to establish a trust pursuant to the terms of this Trust Agreement to hold the group insurance policies which embody the terms of such plan. Trustees are willing to accept the trust upon the terms and conditions hereinafter set forth.

2. Establishment of Trust. Trustees declare that they will receive and hold such properties as may come into their hands as Trustees (all such property being called the Trust Estate) and agree to administer the trust for the exclusive purposes of providing student accident insurance to the Schools and defraying reasonable expenses of administering the plans. This trust shall be named the Independent School Student Insurance Trust ("Trust").

3. Duties of Trustees. The duties of the Trustees with respect to this Trust and the Student Accident Insurance Plan established pursuant to this Trust Agreement shall be limited to performing the duties specifically set forth in this paragraph 3.

a. Procurement of Insurance. Trustees shall make application to an insurance company or insurance companies duly authorized to conduct business in the appropriate states, as determined by Manager, hereinafter provided for, for the issuance of a policy or policies of student accident insurance to be issued to the Trustees, providing such coverage to the Schools and containing such limitations and conditions as the Trustees may from time to time determine in their sole discretion. The Trustees are empowered to terminate any such insurance contracts and may replace them with contracts of other duly licensed insurance carriers, and/or cause the said contracts of said insurance to be altered, amended or modified in such a fashion as the Trustees deem advisable. Any insurance dividends, experience rating refunds or other amounts which may come into the hands of

the Trustees shall be used to provide benefits to the Schools (including the establishment of such reserve funds as the Trustees, in their sole discretion, deem necessary or advisable) and/or to defray reasonable expenses of administering the plan, including expenses of administering the Trust, or to set up a claims stabilization reserve.

b. Contract With Service Organizations. Trustees may contract with a professional service organization ("Manager") to supervise the administration of the student accident insurance plans reflected in the insurance policies held by the Trust as adopted by each Employer, including the following:

1. Contacting and assisting Schools in the selection and implementation of student accident insurance plans pursuant to the terms of this Trust Agreement;
2. Performing the ministerial duties of administering the student accident plan, including supervision of billing and collection of premiums and other payments due from Schools, and taking such other actions as may be appropriate in connection with the administration of such plans from time to time.
3. Maintaining such records with respect to the student accident insurance plan as will enable the Trustees to discharge their obligations under the terms of this Trust Agreement.

It is expressly agreed and understood that amounts collected from the Schools by Manager are not, and shall not be considered to be, trust funds in the hands of Manager, and such collections may be commingled with the general assets of Manager.

However, nothing in this paragraph shall relieve Manager from its duty to pay the required payments to the insurance carriers when and as such premiums are due.

c. Employment of Consultants and Other Persons to Render Advice or Perform Services. The Trustees may contract with or otherwise employ and compensate one or more persons to render legal, actuarial, accounting, consulting, or any other advice to or to perform services for the Trust.

4. Matters Concerning Trustees

(a) Number and Selection of Trustees. There shall be three (3) Trustees. In the event of the resignation, death, disqualification, disability or refusal to act of a named Trustee, or his successor, a successor Trustee shall be appointed by the remaining Trustees then in office. Any successor Trustee appointed shall, upon his acceptance in writing of the terms of the Trust, be vested with all of the rights, powers

and duties of his predecessor. Notice of change in the Trustees shall be filed by the Trustees with the insurers. No vacancy or vacancies in the office of Trustees shall impair the power of the remaining Trustees to administer the affairs of the Trust.

b. Power of Trustees. The Trustees shall have all powers authorized by law and specifically all of the powers authorized by the laws of the State of Delaware. The Trustees are expressly authorized to allocate the powers and responsibilities herein conferred upon them among themselves as they shall specify and to delegate any or all ministerial powers or duties to the Manager or any other person retained to render advice or perform services for the Trust.

c. No Bond Required. Any Trustee serving hereunder is excused from posting any bond for serving in such capacity, unless such bond is expressly required by law.

d. Actions by Trustees. Decisions of the Trustees shall be made by a majority vote of the Trustees then in office and may be made at a meeting or upon written consent.

e. Meeting of Trustees. The Trustees shall meet as often as deemed necessary in Wilmington, Delaware, or such other places as agreed to by the Trustees. Meetings may be called by any Trustee by giving at least five (5) days written notice of the time and place of such meeting to the other Trustees.

f. Resignation of Trustees. A Trustee may resign by an executed written instrument to that effect to the remaining Trustees. Such resignation shall be effective when accepted by the remaining Trustees who shall act thereon within thirty (30) days after receipt thereof.

g. Compensation of Trustees. The Trustees shall serve without compensation, but they shall be reimbursed from the Trust Estate for all reasonable costs and expenses which they may incur in the performance of their duties as Trustees, including all costs arising out of any lawsuits, claims or other proceedings brought by or against the Trustees in connection with their duties as Trustees hereunder.

h. Liability of Trustees. Except as required by law, the Trustees shall not be liable for any action taken or omitted by them in good faith, nor for the acts of the Manager, attorneys or any other person or persons employed or selected by the Trustees with reasonable care. The

Trustees shall be protected in acting upon any paper or document believed by them to be genuine and to have been made, executed or delivered by the same party purporting to have made, executed or delivered the same, and shall be protected in relying and acting upon the opinion of counsel in connection with any matter pertaining to the administration or execution of this Trust. Except as required by law, no Trustee shall be liable for any act or omission of any other Trustee.

1. Dealings With Third Parties. No insurance carrier or other party, other than the Schools, shall be deemed a party to this Trust Agreement for any purpose or be deemed responsible for its validity and sufficiency. The obligations of any insurance carrier or other party contracting with the Trust shall be measured and determined solely by the terms and conditions of the group policy or policies or other contracts which may be involved. No party dealing with Trustees in relation to this Trust shall be obligated to see to the application of any money or property constituting the Trust Estate, or to see that the terms of this Trust have been complied with, or to inquire into the necessity or expediency of any acts of Trustees. Any instrument executed by the Trustees shall be conclusive that:

1. At the time of the delivery of said instrument, the trust hereby created was in full force and effect;

2. That such instrument was executed in accordance with the terms and conditions contained in the Trust Agreement; and

3. That Trustees were duly authorized and empowered to execute such instrument.

The receipt given by Trustees for any monies or other property received shall effectively discharge the person or persons paying or transferring same, and such person or persons shall not be bound to see to the applications thereof.

j. Books and Records. Trustees shall keep true and accurate books of account and records which shall be audited as requested by a majority of Schools, such audit to be conducted at the expense of Employers. The records of Trustees shall be open to inspection by representatives of Schools at all reasonable times.

5. Duties of School. Each School who is or becomes a party to this Trust Agreement shall abide by all of the terms and conditions hereof,

and any rules and regulations which may be attached hereto as an exhibit, as they may be amended from time to time by the Trustees in their sole discretion.

6. Joinder of Additional Schools. The Trustees may permit additional Schools to become parties to this Trust Agreement upon receipt of a written application from such a School containing the assumption by the School of the terms and conditions of this Trust, and upon such other terms and conditions as may be required by the Trustees from time to time consistent with the provisions hereof.

7. Termination of Schools. If any School defaults in its obligations hereunder, including the obligation to pay premiums, the participation of such School in this Trust Agreement shall cease and all services then subscribed to by such School shall be discontinued; provided, however, that School shall be given notice of said default, and if said default is not cured within thirty (30) days, the participation of said School shall then be finally terminated hereunder.

8. Termination of Trust. In the event that all Schools discontinue their required payments, or the Trust is otherwise terminated, then the Trustee shall either:

- a. Cancel all service agreements and insurance policies; or
- b. Transfer such service agreements and insurance policies to each individual employer in such amounts and in such a manner as School directs and as may be allowed by the various contract provisions.

Any properties remaining in the Trust Estate shall be used to pay for services rendered or for premiums due on the group insurance policies, and any remaining properties shall be equitably distributed among the Schools then participating hereunder. Upon the disbursement of the entire Trust Estate and the cancellation or transfer of all policies, this Trust shall terminate.

9. Amendment of Trust Agreement. The provisions of this Trust Agreement may be amended or revoked at any time by an instrument in writing executed by the Trustees; provided, however, that no amendment shall alter or negate the primary purpose of this Trust as set out in paragraph 2 above.

10. Spendthrift Clause. Except as otherwise provided by law, no part of the Trust Estate, the insurance proceeds payable under the policies

held by the Trustees nor any other sums coming into the hands of the Trustees are to be subject to execution or other legal process for any obligation of any School in any manner, nor shall any School in any manner, nor shall any School have the power to sell or mortgage or encumber same, or any part thereof, nor anticipate the same, or any part thereof, by assignment or otherwise.

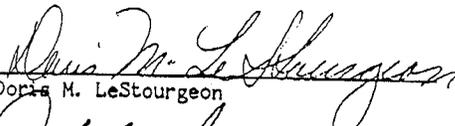
11. Limited Interest in Trust Estate. During the continuance of this Trust, no School, nor any person claiming by, through or under any School shall have any right, title or interest in or to the Trust Estate or any part thereof, except for such person's interest in any benefits provided under the applicable group insurance policy(ies).

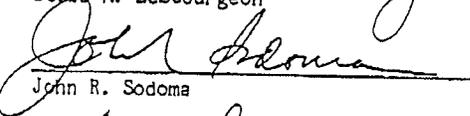
12. Severability. In the event any one or more provisions of this Trust Agreement shall be determined to be invalid or unenforceable by any court or other appropriate authority, the remainder of this Trust Agreement shall continue to remain in full force and effect, as if said invalid and unenforceable portion had not been included in this Trust Agreement.

13. Governing Law. To the extent federal law is not controlling, this Trust shall be governed by the laws of the State of Delaware, and all questions pertaining to the validity or construction of said Trust Agreement shall be determined in accordance with the laws of Delaware.

IN WITNESS WHEREOF, this Trust Agreement has been executed as of the day and date first above written.

TRUSTEES:

  
Doris M. LeSturgeon

  
John R. Sodoma

  
David Jones

/mc