

State: Arkansas **Filing Company:** Berkley Life and Health Insurance Company
TOI/Sub-TOI: H04 Health - Blanket Accident/Sickness/H04.001 Student
Product Name: Catastrophic Blanket Accident
Project Name/Number: /

Filing at a Glance

Company: Berkley Life and Health Insurance Company
Product Name: Catastrophic Blanket Accident
State: Arkansas
TOI: H04 Health - Blanket Accident/Sickness
Sub-TOI: H04.001 Student
Filing Type: Form
Date Submitted: 01/22/2013
SERFF Tr Num: BLAH-128860566
SERFF Status: Closed-Approved-Closed
State Tr Num:
State Status: Approved-Closed
Co Tr Num: CAT0512013

Implementation: On Approval
Date Requested:
Author(s): Susan Bradbury, Darlene Leary
Reviewer(s): Rosalind Minor (primary)
Disposition Date: 01/30/2013
Disposition Status: Approved-Closed
Implementation Date:

State Filing Description:

State: Arkansas **Filing Company:** Berkley Life and Health Insurance Company
TOI/Sub-TOI: H04 Health - Blanket Accident/Sickness/H04.001 Student
Product Name: Catastrophic Blanket Accident
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General Information

Project Name: Status of Filing in Domicile: Pending
Project Number: Date Approved in Domicile:
Requested Filing Mode: Review & Approval Domicile Status Comments: Filing simultaneously
Explanation for Combination/Other: Market Type: Group
Submission Type: New Submission Group Market Size: Large
Group Market Type: Blanket Overall Rate Impact:
Filing Status Changed: 01/30/2013
State Status Changed: 01/30/2013 Deemer Date:
Created By: Darlene Leary Submitted By: Darlene Leary
Corresponding Filing Tracking Number:

PPACA: Not PPACA-Related

PPACA Notes: null

Include Exchange Intentions: No

Filing Description:

Berkley Life and Health Insurance Company wishes to submit the enclosed Catastrophic Blanket Accident-Only insurance forms for your review and approval as identified on the attached policy form listing. The forms are new and are not intended to replace any existing forms previously filed and approved by your Department.

Upon approval by the Department, any marketing will be either direct to the policyholder and his or her consultant or through licensed producers. All marketing methods will always be employed in accordance with state laws and regulation.

The purpose of these forms is to provide Catastrophic Accidental Death & Dismemberment Medical Benefits for a Covered Accident to participant organizations like educational institutions.

Unless otherwise informed, we reserve the right on a case by case basis to alter the layout of the enclosed forms, including color, type face and font. We certify that the type size will always remain as the state required size or larger and all statutory/regulatory requirements will not be changed. Variable material indicated by hard brackets ([]) that enclose an entire page or paragraphs, phrases or words indicate that text may be included, excluded or modified. No change in the variable areas will be made which will be in conflict with any law, rules or regulations of your state.

If you should have any questions or concerns regarding this submission, please do not hesitate to contact us. We thank you for your prompt review of this filing

Company and Contact

Filing Contact Information

Darlene Leary, Director of Compliance dleary@berkleyah.com
290 Donald Lynch Blvd, Suite 302 508-573-6093 [Phone]
Marlborough, MA 01752 855-999-6722 [FAX]

State: Arkansas **Filing Company:** Berkley Life and Health Insurance Company
TOI/Sub-TOI: H04 Health - Blanket Accident/Sickness/H04.001 Student
Product Name: Catastrophic Blanket Accident
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Filing Company Information

Berkley Life and Health Insurance Company	CoCode: 64890	State of Domicile: Iowa
11201 Douglas Avenue	Group Code: 98	Company Type: Accident and Health
Urbandale, IA 50322	Group Name: Berkley Companies	State ID Number:
(866) 723-4452 ext. [Phone]	FEIN Number: 91-6034263	

Filing Fees

Fee Required? Yes
 Fee Amount: \$150.00
 Retaliatory? No
 Fee Explanation: 3 forms X \$50 = \$150.00
 Per Company: No

Company	Amount	Date Processed	Transaction #
Berkley Life and Health Insurance Company	\$150.00	01/22/2013	66758723

State: Arkansas Filing Company: Berkley Life and Health Insurance Company
TOI/Sub-TOI: H04 Health - Blanket Accident/Sickness/H04.001 Student
Product Name: Catastrophic Blanket Accident
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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Rosalind Minor	01/30/2013	01/30/2013

SERFF Tracking #:

BLAH-128860566

State Tracking #:

Company Tracking #:

CAT0512013

State:

Arkansas

Filing Company:

Berkley Life and Health Insurance Company

TOI/Sub-TOI:

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

Product Name:

Catastrophic Blanket Accident

Project Name/Number:

/

Disposition

Disposition Date: 01/30/2013

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
Form	Catastrophic Blanket Accident Policy	Approved-Closed	Yes
Form	Catastrophic Blanket Accident Application	Approved-Closed	Yes
Form	Administrative Change Rider	Approved-Closed	Yes

State: Arkansas

Filing Company:

Berkley Life and Health Insurance Company

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

Product Name: Catastrophic Blanket Accident

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Form Schedule

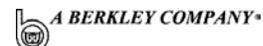
Lead Form Number: CAT0512013

Item No.	Schedule Item Status	Form Name	Form Number	Form Type	Form Action	Action Specific Data	Readability Score	Attachments
1	Approved-Closed 01/30/2013	Catastrophic Blanket Accident Policy	CAT051201 3	POL	Initial		51.600	CAT0512013 Policy.pdf
2	Approved-Closed 01/30/2013	Catastrophic Blanket Accident Application	CAT053201 3	AEF	Initial		0.000	CAT0532013_Policy Application.pdf
3	Approved-Closed 01/30/2013	Administrative Change Rider	CAT055201 3	POLA	Initial		0.000	CAT0552013_Administrative Change Rider.pdf

Form Type Legend:

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

Berkley Life and Health Insurance Company



Urbandale, Iowa

[Underwriting Office:
2445 Kuser Road, Suite 201
Hamilton Square, NJ 08690
(866) 723-4452]

Catastrophic Blanket Accident Policy

Policyholder: [School or Organization Name]
Policy Number: [XXXXXXXX]
Effective Date: [July 1, 2013]
State of Issue: [Missouri]

This Policy is a legal contract between the Policyholder and **Berkley Life and Health Insurance Company** (“the Company”). The Company agrees to provide insurance to the Policyholder, in exchange for the payment of the required premium. Coverage is subject to the terms and conditions described in this Policy.

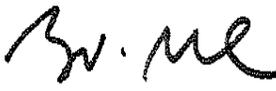
This Policy and the coverage provided by it become effective at 12:01 a.m. at the address of the Policyholder on the Policy Effective Date shown above. It continues in effect in accordance with the provisions set forth in this Policy.

This Policy is governed by the laws of the state where it was delivered.

Signed for the Company:

[]

President

[]

Secretary

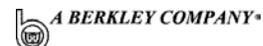
**THIS IS A BLANKET ACCIDENT INSURANCE POLICY.
THE POLICY DOES NOT PAY BENEFITS FOR LOSSES CAUSED BY SICKNESS.
THIS IS A LIMITED POLICY.
PLEASE READ THE POLICY CAREFULLY.**

Berkley Life and Health Insurance Company is a member company of the W.R. Berkley Corporation .

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Berkley Life and Health Insurance Company



Urbandale, Iowa

[Underwriting Office:
2445 Kuser Road, Suite 201
Hamilton Square, NJ 08690
(866) 723-4452]

Schedule of Benefits

Policyholder: [School or Organization Name]
[Participating Member:] [Participating Member Name]
Policy Effective Date: [July 1, 2013]
Policy Termination Date: [July 1, 2014]
Policy Number: [12345]
Premium Due Date: [July 1, 2013]
Policy Period: [July 1, 2013] at 12:01 a.m. through [July 1, 2014] at 12:01 a.m.

CLASS OF ELIGIBLE PERSONS

[[**Option 1 - School Time:** All enrolled students while attending school, including participation in school-sponsored and -supervised activities[, excluding] [interscholastic sports,][intercollegiate sports,] [intramural sports,][cheerleading,][and physical education classes.]]

[[**Option 2 - Sports Only:** All enrolled students while participating in:[interscholastic sports], [intercollegiate sports],[club sports], [intramural sports],[[cheerleading at [interscholastic]or [intercollegiate games]], [band members], [majorettes /drill teams][and physical education classes], including coverage for student coaches, student managers, and student trainers. [Coverage does not include participation in any tackle football.]]

[[**Option 3 - School Time and Sports:** All enrolled students while attending school and participating in school-sponsored and -supervised activities, including [interscholastic] [intercollegiate] sports, intramural sports, cheerleading for [interscholastic] [intercollegiate] games, band members, majorettes /drill team, and physical education classes, including coverage for student coaches, student managers, and student trainers. [Coverage does not include participation in any tackle football]].

[[**Option 4 -[Policyholder-Covered Activities]or [Participating Member-Covered Activities]:** All registered participants or registered members of the [Policyholder][or][Participating Member] while participating in Covered Activities]]

ANNUAL PREMIUM \$ [xxxxxxx]

[AGGREGATE LIMIT OF LIABILITY

Benefit Maximum: [\$500,000 - \$1,000,000]
Applies during: Per Covered Accident
Applies to: Accident Death & Dismemberment Benefits only

AGGREGATE LIMIT OF INDEMNITY

[\$1,000,000 - \$6,000,000]

[HAZARDS INSURED AGAINST

<u>Class</u>	<u>Description of Hazard</u>
Class 1	[School Time] [Sports Only] [School Time and Sports] [[Policyholder Activities] or [Participating Member Activities]]

COVERED ACTIVITY(IES)

Class 1	<i>(include one or more of the following as applicable:</i> [school-time activities] [including] [excluding][interscholastic sports] [intercollegiate sports][, including tackle football][, excluding tackle football] [intramural sports] [club sports][[cheerleading for [interscholastic] or [intercollegiate] sports]][physical education classes][band][majorettes] [All Policyholder Activities] [All Participating Member Activities]; during play, practice, conditioning, and authorized team travel to/from events for the following sports or activities: [List men’s and women’s sports/activities to be covered]]
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[ACCIDENT MEDICAL, DENTAL, REHABILITATIVE, AND CUSTODIAL CARE EXPENSE BENEFIT

Total Benefit Maximum for all Accident Medical, Dental, Rehabilitation, and Custodial Care Expense Benefits:	[\$1,000,000 - \$6,000,000]
Loss Period (first Covered Expenses must be Incurred within):	180 days immediately following the date of the Covered Accident
Maximum Benefit Period:	[5 years, 10 years, Lifetime]
Covered Accident Deductible: (Eligible medical expenses paid under any other insurance policy or service contract will be used to satisfy or reduce the Covered Accident Deductible)	[\$25,000 - \$250,000] per [Covered Person] per Covered Accident
Deductible Establishment Period:	104 weeks immediately following the date of the Covered Accident
Benefit Percentage:	[80-100%]
Terms of Payment:	Excess of other insurance
Dental Benefits:	100% of Accident Medical Benefit [[up to [\$1,000-\$2,000] per tooth]]
Medically Necessary Hospital Inpatient Services and Supplies Maximum Benefit:	Included in Medical Maximum
Confinement in an Extended Care Facility Maximum Benefit per Calendar Year:	Up to [\$365,000-\$500,000]
Daily Room and Board Limit for Private or Semi-Private Room:	Average semi-private room rate of Hospital in which confined, not to exceed Usual and Customary Charges

Daily Room and Board Limit for Intensive Care:

- Long Term Acute Care
- Rehabilitation Facility

Usual and Customary Charges

Home Health Care and Custodial Care

- Combined Maximum Benefit per Calendar Year:

Up to [\$100,000-\$200,000]*

Sublimits:

- Custodial Care Maximum Benefit per Calendar Year
- Home Health Care Maximum Benefit per Calendar Year

Up to [\$100,000-\$150,000]*

Up to [\$100,000-\$150,000]*

Treatment of Mental or Nervous Disorders Benefit

Physician Fees Amount per Visit:

Up to [\$50-\$100]

Maximum Visits per day:

1

Maximum Number of Outpatient Visits per Calendar Year:

Up to 50

Maximum Number of Inpatient Hospital days per Calendar Year:

Up to 45

Chiropractic Maximum Benefit per Calendar Year:

Up to [\$1,000-\$2,500]

Physical Therapy/Physiotherapy Maximum Outpatient Benefit per Calendar Year:

Up to [\$25,000-\$75,000]

Maximum Number of Visits per day:

1

Prosthetic Device Maximum Benefit during the first 2 years following the date of the Covered Accident:

Up to [\$100,000-\$150,000]

Prosthetic Device Maximum Benefit for each consecutive 10-year period immediately following the first 2 years after the date of the Covered Accident:

Up to [\$100,000-\$150,000]

Up to [\$200,000-\$300,000] if leg amputation is above the knee, or if arm amputation is above the elbow

Prosthetic Device Maximum Lifetime Benefit:

Up to [\$500,000-\$750,000]

Up to [\$750,000-\$1,000,000] if leg amputation is above the knee, or if arm amputation is above the elbow

* The Maximum Benefit Amount per Calendar Year for Custodial Care, Home Health Care, and Combined Home Health Care and Custodial Care Benefit is [\$100,000 - \$200,000] during years 1-10 following the date of the Covered Accident.

*If applicable, depending on the length of the Maximum Benefit Period as shown in the *Schedule of Benefits* of this Policy, the Maximum Benefit Amount per Calendar Year increases to [\$110,000-\$220,000] during years 11- 20 following the date of the Covered Accident and increases by [\$10,000-\$25,000] per calendar year for each 10-year period thereafter.]

[DISABILITY BENEFIT

Total Disability Benefit <u>during</u> the first 12 months of the Total Disability:	[\$1,500 - \$2,500] per month
Total Disability Benefit <u>after</u> the first 12 months of the Total Disability:	[\$1,500 - \$2,500] per month
Percentage Increase after the first 12 months of the Total Disability Benefit:	[3% - 5%]
Maximum Period Payable:	[5 years, 10 years, or Lifetime]
Partial Disability Benefit:	[\$500 - \$1,000] per month
Percentage Increase after the first 12 months of the Partial Disability Benefit:	[3% - 5%]
Maximum Average Gross Monthly Earnings Amount during Partial Disability:	[\$2,500 - \$3,500] per month for 6 months
Maximum Period Payable:	[5 years, 10 years, or Lifetime]
[Adjustment Expense Benefit:	Must be rendered within the first 24 months after the date of the Covered Accident
• Immediate Family Counseling Benefit	
Maximum Amount per Visit:	Up to [\$70-\$100]
Maximum Number of Visits per Covered Accident:	Up to [20-30]
• Immediate Family Training Maximum Benefit:	Up to [\$2,500-\$5,000]
• Immediate Family Travel Maximum Benefit per Immediate Family Member:	Up to [\$2,000-\$3,000]
• Lost Earnings Benefit (Spouse, Parent/Guardian)	
Percent of Gross Lost Earnings:	[65-75%]
Maximum Lost Earnings Benefit per Week:	[\$500-\$750]
Maximum Number of Weeks:	[13-26] weeks within the first 24 months after the date of the Covered Accident]
[Special Expense Benefit:	
• Maximum Benefit during the first 10 years following the date of the Covered Accident:	Up to [\$125,000 - \$200,000]
• Maximum Benefit for each 10-year period thereafter:	Up to [\$50,000 - \$100,000]]
[Ancillary Illness or Injury Benefit:	[\$2,500 - \$5,000] per Calendar Year Deductible, not to exceed a combined Maximum [5-year, 10-Year, or Lifetime] Benefit for all Injuries and Illnesses of [\$50,000 to \$150,000]]
[Vocational Rehabilitation Expense Maximum Benefit:	Up to [\$25,000-\$100,000]]
[Assimilation Expense Maximum Benefit:	Up to [\$25,000 - \$150,000]]
[Post-Incidence Crisis Management Expense Maximum Benefit:	Up to [\$10,000-\$15,000]]
[College Education Maximum Aggregate Lifetime Benefit:	Up to [\$50,000 - \$75,000]
• Loss Establishment Period:	5 years]

[Catastrophic Injury Cash Maximum Benefit:	\$500,000
• Initial Lump Sum Payment:	\$100,000
• Balance Payable:	\$40,000 per year for 10 years thereafter
• Waiting Period:	6 months]
[Coma Maximum Benefit:	[\$25,000 - \$100,000]
• Waiting Period:	[4 weeks]
• Minimum Period of time to remain fully emerged from coma	[4 weeks]]
[Loss of Life due to Heart or Circulatory Malfunction Benefit:	[\$10,000 - \$20,000]
• Loss Establishment Period:	90 days]
Accidental Death, Dismemberment, [Paralysis,]Loss of Sight, Speech, or Hearing Benefit	[\$10,000-\$25,000] principal sum
• Loss Establishment Period:	365 days (not applicable in Pennsylvania)]

Definitions

The male pronoun includes the female whenever used.

For the purposes of this Policy, the capitalized terms used herein are defined as follows:

ACADEMIC CLASS means the group of Students entering elementary school, high school, or college as freshmen, and proceeding through the last eligible year of attendance at the elementary school or as sophomores, juniors, and seniors at the high school or college until graduation at the end of the fourth year (fifth year if the athlete had a redshirt year) following entry. For a junior college, Academic Class means the group of Students entering college as freshmen and proceeding through as sophomores until graduation at the end of the second year following entry.

ACADEMIC YEAR means the period from the beginning of a semester, trimester, or quarter nearest September 1, to the beginning of a semester, trimester, or quarter nearest the following September 1.

ACCIDENT means a sudden, unexpected event that results in Injury to the [Covered Person].

[**AGGREGATE LIMIT OF INDEMNITY** means the maximum amount for which We are liable for a [Covered Person] for all benefits combined under the Policy due to any one Covered Accident.]

BENEFIT PERIOD means the period of time, as stated in the Schedule of Benefits, between the date of the Accident causing the Injury for which benefits are payable and the date after which no further benefits will be paid.

COMA means a state of unconsciousness in which the [Covered Person] is wholly and totally unresponsive and cannot be aroused.

COVERED ACCIDENT means an Accident that occurs while coverage is in force for a [Covered Person] and results in a Covered Loss for which benefits are payable.

COVERED ACCIDENT DEDUCTIBLE means the amount of Medical Expenses and/or Dental Expenses and/or Rehabilitation Expenses and/or Custodial Care Expenses, as shown in the *Schedule of Benefits* in the Policy:

- Incurred by a [Covered Person] as a result of a Covered Accident within the Deductible Establishment Period;
- that qualify as a Covered Loss under the Policy; and
- for which no benefits are payable under the Policy.

COVERED ACTIVITY(IES) means those Policyholder or Participating Member Supervised and Sponsored or Sanctioned activities listed in the *Schedule of Benefits* in the Policy.

COVERED LOSS means Usual and Customary:

- Medical Expense;
- Dental Expense;
- Rehabilitation Expense;
- Custodial Care Expense;
- [Adjustment Expense;]
- [Special Expense;]
- [Ancillary Illness or Injury Expense;]
- [Vocational Rehabilitation Expense]
- [Assimilation Expense]

Covered Loss also includes:

- [Loss of Life Due to Heart or Circulatory Malfunction;]
- Accidental Death, Dismemberment and [Paralysis] as defined under the Policy.

An expense will be a Covered Loss under the Policy after all adjustments (including, but not limited to, discounts, write-offs, and negotiated fees), only to the extent that it is for Medically Necessary services, and not excluded under the Exclusions and Limitations section of the Policy. Furthermore, for those [Covered Persons] who have satisfied the Covered Accident Deductible, Covered Loss shall not include any expenses Incurred after the

respective Date of Recovery. Covered Loss also means Disability Benefits as specified in the *Schedule of Benefits* in the Policy which are payable as a result of a Covered Accident.

[COVERED PERSON] means an eligible person who is within the covered class(es) listed in the Policy, who is a U.S citizen residing in the United States, or if not a U.S. citizen, residing in the United States while attending School, and for whom the required premium is paid when due.

COVERED TRAVEL means team or individual travel, for purposes of representing the Policyholder or Participating Member, that is to or from the location of a Covered Activity and is authorized by the Policyholder or Participating Member, provided the travel is paid for or subject to reimbursement by the Policyholder or Participating Member. Covered Travel to a Covered Activity will commence upon embarkation from an authorized departure point and terminate upon arrival at the location of the Covered Activity.

[DATE OF RECOVERY] means:

- for those [Covered Persons] not Totally Disabled, the earlier of:
- the date the [Covered Person] receives medical clearance to participate in a Covered Activity; and
- the date immediately following a period of 24 months during which the [Covered Person] received no Medically Necessary treatment or service as a result of the Covered Accident for which benefits had been received under the Policy; or
- for those [Covered Persons] who were Totally Disabled, the date such [Covered Person] no longer qualifies as Totally Disabled as defined under the Policy.]

DEDUCTIBLE ESTABLISHMENT PERIOD means the time period, beginning with the date of the Covered Accident, in which the Covered Accident Deductible must be satisfied. This time period is shown in the *Schedule of Benefits* under this Policy.

DENTAL EXPENSE means the Usual and Customary charges only for the Medically Necessary repair or replacement of sound, natural teeth.

[DISABLEMENT] means an Injury sustained in a Covered Accident. All Injuries sustained in any one Covered Accident are considered one Disablement.]

[DURABLE MEDICAL EQUIPMENT] means Medical Equipment which:

1. can withstand repeated use;
2. is primarily and customarily used to serve a medical purpose;
3. is generally not used in the absence of an illness or injury;
4. is appropriate for use in the home.

All provision of this definition must be met before an item can be considered Durable Medical Equipment. Durable Medical Equipment includes, but is not limited to: crutches, wheel chairs, hospital beds, etc.]

[EXPERIMENTAL OR INVESTIGATIVE SERVICES] means medical treatments, procedures, technology, supplies, or drugs which:

1. have not been approved by the FDA for the particular condition at the time the service, medical treatment, procedure, technology, supply, or drug is provided; or
2. are the subject of ongoing Phase I, II, or III Clinical Trial as defined by the National Institutes of Health, National Cancer Institute, or FDA, except for certain cancer drugs as outlined below; or
3. have documentation published in U.S. peer-reviewed medical literature that states that further research, studies, or clinical trials are necessary to determine the safety, toxicity, or efficacy of the service, medical treatment, procedure, technology, supply, or drug; or
4. the patient has been asked to sign or has signed a release or other document indicating that the treatment is Experimental or Investigative or other term of similar meaning.

In determining any of the above, the Company will rely on recognized medical sources such as, but not limited to, the American Medical Association, including the Council of Technology Assistance Program and the Council on Medical Special Services; the National Institutes of Health; Medicare; the FDA; National Comprehensive Cancer Network, and other accepted medical authorities and sources. In the context of drugs used in the treatment of cancer, the use of a drug will not be considered Experimental and/or Investigative where (1) the drug is not excluded under your Plan; and (2) the drug has been approved by the FDA; and (3) the use of the drug has been recognized as safe and effective for the treatment of the specific type of cancer in the National Comprehensive Cancer Network Drugs & Biologics Compendium, Thomson Micromedex DrugsDex, Thomson Micromedex Drug Points, or Clinical Pharmacology; or (4) the drug is provided in association with a Phase III or IV Clinical Trial for cancer, as approved by the FDA or sanctioned by the National Cancer Institute.

Routine costs will not be considered Experimental and/or Investigational for [Covered Persons] accepted into an approved Clinical Trial (as defined by Section 2709(d) of the Public Health Services Act). Routine costs are limited to: (1) covered health services for which benefits are typically provided in the absence of a Clinical Trial; (2) covered health services required solely for the provision of the investigational item or service, the clinically appropriate monitoring of the effects or item of service, or the prevention of complications; and (3) covered health services needed for reasonable and necessary care arising for the provision of an investigative item or service.

Routine costs for a Clinical Trial does not include: (1) the investigative item, device, or service itself; (2) items and services provided solely to satisfy data collection and analysis needs and that are not used in the direct clinical management of the [Covered Person]; and (3) a service that is clearly inconsistent with widely accepted and established standards of care for a particular diagnosis. As such, these items are considered Experimental or Investigative and are excluded.]

[EXTENDED CARE FACILITY means an institution operating pursuant to applicable state law which is engaged in providing, for a fee, skilled nursing care, and related services and physical therapy services under the supervision of a Physician and registered nurses, to persons convalescing from illness or Injury. It must have facilities for ten (10) or more inpatients and maintain clerical records on all of its patients. To qualify as a Medical Expense under the Policy, the [Covered Person's] confinement in an Extended Care Facility must:

- start within five (5) days after a [Covered Person] has been continuously confined for at least five (5) days in a Hospital as a result of a Covered Accident;
- be for treatment of the Injuries resulting from such Covered Accident;
- be one during which a Physician visits the [Covered Person] at least once every thirty (30) days;
- be certified to be Medically Necessary by the attending Physician; and
- not be for routine Custodial Care]

FAMILY COUNSELING means psychiatric/psychological counseling of the Immediate Family members rendered by a certified or licensed psychiatrist or psychologist.

HEART OR CIRCULATORY MALFUNCTION means a disease or illness of the heart or circulatory system which:

- is first diagnosed and treated while the [Covered Person's] coverage under the Policy is in force and occurs within 24 hours after participation in a Covered Activity; and
- the [Covered Person] has not before such participation been medically advised of/or has received any medical treatment for the Heart or Circulatory Malfunction.

[HOME HEALTH CARE means nursing care and treatment, to a [Covered Person] in his/her home, which is part of an overall extended treatment plan and (1) is required for progressive and positive improvement of the [Covered Person's] medical condition; or (2) is necessary to provide care and treatment that cannot be self-administered for a Totally Disabled [Covered Person]. To qualify for Home Health Care:

- the plan must be established and approved in writing by the attending Physician, including certification in writing by the attending Physician that confinement in a Hospital or Extended Care Facility would be required in the absence of Home Health Care; and
- nursing care and treatment must be provided by a Hospital certified to provide Home Health Care services or by a certified Home Health Care agency; and

- Home Health Care services must begin within seven (7) days of discharge from a Hospital, Extended Care Facility, or Rehabilitation Facility and be preceded by a Hospital, Extended Care Facility, or Rehabilitation Facility confinement of five (5) days or more.

Home physical, speech, and occupational therapies will be covered when initiated in conjunction with discharge placement through a Rehabilitation Facility and approved by the attending Physician.

No benefits will be paid for Home Health Care services which are provided by a member of a [Covered Person's] Immediate Family or by an individual who resides with a [Covered Person], unless specifically agreed to by the Company. Home Health Care does not include Custodial Care expense.]

HOSPITAL means an institution that:

1. operates as a Hospital pursuant to law for the care, treatment and providing in-patient services for sick or injured persons;
2. provides 24-hour nursing service by registered nurses on duty or call;
3. has a staff of one or more licensed Physicians available at all times;
4. provides organized facilities for diagnosis, treatment and surgery, either
 - a. on its premises; or
 - b. in facilities available to it, on a pre-arranged basis;
5. is not primarily a nursing care facility, rest home, convalescent home, or similar establishment, or any separate ward, wing, or section of a Hospital used as such; and
6. is not a place for drug addicts, alcoholics, or the aged.

We will not deny a claim for services solely because the Hospital lacks major surgical facilities and is primarily of a rehabilitation nature, if such rehabilitation is specifically for the treatment of a physical disability, and the Hospital is accredited by any one of the following:

1. the Joint Commission of Accreditation of Hospitals; or
2. the American Osteopathic Association; or
3. the Commission on the Accreditation of Rehabilitation Facilities.

HOSPITAL STAY means a confinement of 24 or more consecutive hours as a registered resident bed-patient in a Hospital.

IMMEDIATE FAMILY means a [Covered Person's] parent, grandparent, spouse, child(ren) (includes legally adopted or step child(ren)), brother, sister, step-child(ren), grandchild(ren), or in-laws.

[**INCURRED** means expenses, after all adjustments (including but not limited to discounts, write-offs, and negotiated fees) for treatment, service, or purchase, which will be deemed Incurred on the date the treatment or service is rendered or the purchase occurs.]

INJURY OR INJURIES means bodily Injury caused by the direct result of a Covered Accident occurring while the Policy is in force, as to the person whose Injury is the basis of the claim which results, directly and independently of all other causes, in a Covered Loss.

[**INTOXICATION OR INTOXICATED** means a blood alcohol level which equals or exceeds the legal limit for operating a motor vehicle in the state/jurisdiction where the Covered Accident occurred.]

LOSS ESTABLISHMENT PERIOD means the time period beginning with the date of the Covered Accident within which undergraduate study must start or restart for College Education Benefits, or within which one of the following must occur:

- Accidental Death
- Dismemberment
- Loss of Sight
- Loss of Speech and/or Hearing
- [Quadriplegia]
- [Paraplegia]
- [Hemiplegia]
- [Triplegia]
- [Uniplegia]
- [Loss of Life Due to Heart or Circulatory Malfunction Benefit]

The Loss Establishment Period is shown in the *Schedule of Benefits* in the Policy.

[MEDICAL EXPENSE means the Usual and Customary charges:

- of a professional ambulance service for Medically Necessary transportation to and from a Hospital;
- of a Physician for Medically Necessary care and treatment;
- of a Hospital for Medically Necessary inpatient services, including intensive care, ancillary services, supplies [and daily Hospital charges for personal Hospital services, including barber and beauty services], room and board (not exceeding the semi-private room rate for each day of confinement, unless a private room is Medically Necessary) to a maximum benefit as shown in the *Schedule of Benefits* under the policy
- for Medically Necessary out-patient and emergency room care and treatment;
- for confinement in an Extended Care Facility;
- for Home Health Care; and
- for medical or surgical services, prescription drugs, and other medical supplies commonly used for therapeutic or diagnostic services, which are Medically Necessary and prescribed by a Physician.]

[MEDICALLY NECESSARY and APPROPRIATE: For the purposes of determining benefits under this policy, a Medically Necessary and Appropriate treatment is one that we determine meets all of the following criteria:

- is recommended and provided by a licensed physician, dentist, or other medical practitioner who is practicing within the scope of their license; and
- is generally accepted as the standard of medical practice and care for the diagnosis and treatment of the particular condition; and
- is approved by the FDA, if applicable.

Such treatment, to be considered Medically Necessary, must be clinically appropriate in terms of type, frequency, extent, site, and duration for the diagnosis or treatment of the sickness or injury. The Medically Necessary setting and level of services is that setting and level of service which, considering the [Covered Person's] medical symptoms and conditions, cannot be provided in a less intensive medical setting. Such services, to be considered Medically Necessary, must be no more costly than alternative interventions, including no intervention and are at least as likely to produce equivalent therapeutic or diagnostic results as to the diagnosis or treatment of the [Covered Person's] sickness or injury without adversely affecting the [Covered Person's] medical condition.

Merely because a Physician recommends, approves or orders a treatment and/or service does not in and of itself make it Medically Necessary.

The Company retains the right to determine whether care or treatment is Medically Necessary. Medically Necessary determinations are made regardless of Provider Network agreement terms and conditions.]

[MEDICALLY INDUCED COMA means a Coma deliberately induced by the administration of a controlled dose of an anesthetic.]

PARALYSIS means the complete loss of the ability to move and feel any limb of one's body.

[PARTIAL DISABILITY OR PARTIALLY DISABLED means the inability as the direct result of Total Disability of a [Covered Person] who, following a period of Total Disability for which Total Disability Benefits were paid under the Policy, is engaged in an occupation, to perform all of the important duties of such occupation, and to earn a Partial Disability Gross Earnings Amount per month, or more, as shown in the *Schedule of Benefits* in the Policy.]

PARTIAL HOSPITALIZATION means at least three (3) hours of continuous care and treatment in a Hospital, but not more than twelve (12) hours of such care and treatment in any twenty-four (24) hour period.

PARTICIPATING MEMBER means an elementary school, middle school, junior high, high school, college, university, or organization as shown in the *Schedule of Benefits* in the Policy.

PARTICIPATING MEMBER EFFECTIVE DATE means the date shown in the *Schedule of Benefits* in the Policy or the date on which the elementary school, middle school, junior high, high school, college, university or organization becomes a Participating Member, whichever is later.

PERSISTENT VEGETATIVE STATE means a condition in which the [Covered Person] has lost cognitive neurological function and awareness of the environment, but retains non-cognitive function and maintains a sleep-wake cycle.

PHYSICAL THERAPY/PHYSIOTHERAPY means physical manipulation of part of the [Covered Person's] body including: (a) heat treatment; (b) diathermy; (c) ultrasonic; (d) massage therapy; (e) acupuncture (f) aquatic therapy; and (g) hydrotherapy.

PHYSICIAN means a person who is a qualified practitioner of the healing arts, including a dental practitioner. As such, he/she must be acting within the scope of his/her license under the laws in the state in which he/she practices and providing only those medical services which are within the scope of his/her license or certificate. It does not include a [Covered Person], a [Covered Person's] spouse, son, daughter, father, mother, brother, sister or other relative, regardless if it is a relative by blood or not.

[POLICYHOLDER means an elementary school, middle school, junior high, high school, college, university, or organization as shown in the *Schedule of Benefits* in the Policy.]

REHABILITATION EXPENSE means the Usual and Customary charges for Medically Necessary physical and occupational rehabilitation provided by licensed medical practitioners or under the supervision of a duly licensed Rehabilitation Facility.

REHABILITATION FACILITY means a legally operating institution or part of an institution which has a transfer agreement with one or more Hospitals and which is primarily engaged in providing comprehensive multi-disciplinary physical rehabilitation services or rehabilitation inpatient care and is duly licensed by the appropriate government agency to provide such services. It does not include institutions which provide only minimal care, Custodial Care, care for the terminally ill, or part-time care services; nor an institution which primarily provides treatment for mental disorders, chemical dependency, or tuberculosis, except if such facility is licensed, certified, or approved as a Rehabilitation Facility for the treatment of medical conditions, drug addictions, or alcoholism in the jurisdiction where it is located. Such facility is required to be accredited by the Joint Commission on Accreditation of Healthcare Organizations, or the Commission on Accreditation of Rehabilitation Facilities.

SCHOOL means the Policyholder or Participating Member.

SEVERANCE means the complete separation and dismemberment of the part from the body.

STUDENT means an individual who is actually enrolled and attending school as a recognized full-time Student of the Policyholder or Participating Member.

[TOTAL DISABILITY OR TOTALLY DISABLED means:

For the first 12 months:

- the inability of the [Covered Person], due to a Covered Accident, to engage in substantially the same activities as the [Covered Person] had engaged in immediately prior to the Covered Accident; and
- the irrecoverable loss suffered by the [Covered Person] due to a Covered Accident of:
 - speech;
 - hearing of both ears;
 - sight in both eyes;
 - use of both arms;
 - use of both legs;
 - use of one arm and one leg; or
 - has suffered a Traumatic Brain Deficit.

For any period thereafter, Total Disability or Totally Disabled means:

- the inability of the [Covered Person], due to a Covered Accident, to engage in any gainful occupation or employment for compensation or profit for which he or she is or may become reasonably fitted by education, training, or experience; and
- the irrecoverable loss suffered by the [Covered Person] due to a Covered Accident of:
 - speech;
 - hearing of both ears;
 - sight in both eyes;
 - use of both arms;
 - use of both legs;
 - use of one arm and one leg; or
 - has suffered a Traumatic Brain Deficit.]

THE SAME GEOGRAPHIC AREA means the same city or town in which the treatment, service, or purchase occurs, if the city or town is large enough to obtain a representative charge. In large cities, it may be a section or sections of the city. In smaller urban or rural areas, the geographic area will be expanded as necessary to obtain a representative charge.

TRAUMATIC BRAIN DEFICIT means an Injury to the brain which:

- occurs, and is diagnosed by a Physician, within 48 hours of a Covered Accident; and
- results in measurable, neurological deficit persisting for the lesser of at least 12 continuous months or the time at which maximum recovery has been reached; and
- requires permanent daily personal supervision; and
- results in the inability of the [Covered Person] to perform independently three or more of the following activities of daily living: transferring (moving in or out of a bed or chair), dressing, bathing, feeding, toileting, and continence.

If the Injury results in a period of time during which the [Covered Person] is in a Coma and/or Persistent Vegetative State, that period of time can contribute toward meeting the time requirement in this definition. However, Traumatic Brain Deficit benefits under the Policy are only payable if the definition has been met and the [Covered Person] has emerged from the Coma and/or Persistent Vegetative State.

TRAVEL EXPENSES means expenses for travel by personal auto are reimbursed at mileage rates used by the Internal Revenue Service, and if by air, expenses for the cost of tickets for a regularly scheduled commercial flight.

[USUAL AND CUSTOMARY CHARGES means the average amount charged by most providers for treatment, service, or supplies in The Same Geographic Area where the treatment, service or supply is provided.

Additionally, a charge must be reasonable for the services or treatment being provided and the service(s) and/or fee(s) must be in compliance with generally accepted billing practices for unbundling or multiple procedures.]

WE, OUR, US means Berkley Life and Health Insurance Company, the company underwriting this insurance.

YOU, YOUR, YOURS, HE or SHE means the [Covered Person] who meets the eligibility requirements of the Policy and whose insurance under the Policy is in force.

Eligibility for Insurance

If the [Covered Person] is in one of the Classes of Eligible Persons as shown on the *Schedule of Benefits* in the Policy, he/she is eligible to be covered on the Policy Effective Date. We retain the right to investigate eligibility status and attendance records to verify that eligibility requirements are met. If We discover the eligibility requirements are not met, Our only obligation is to refund any premium paid for that person.

Effective Date of Insurance

Policy Effective Date

This Policy begins on the Policy Effective Date as shown in the *Schedule of Benefits* under the Policy at 12:01 a.m. at the address of the Policyholder.

[Covered Person's] Effective Date

A [Covered Person's] coverage under this Policy begins on the later of:

1. the Policy Effective Date;
2. Effective Date of Participation;
3. the date such person becomes eligible, subject to any required waiting period, as described in the *Schedule of Benefits* under the Policy.

Termination Date of Insurance

Policy Termination Date

Termination takes effect at 12:01 a.m. at the address of the Policyholder on the date of termination. Termination by the Policyholder or by the Company will be without prejudice to any claims originating prior to the date of termination.

This Policy terminates automatically on the earlier of:

1. the Policy Termination Date shown in this Policy; or
2. the premium due date if premiums are not paid when due subject to any grace period.

Failure by the Policyholder to pay all required premiums due by the last day of the grace period shall be deemed notice by the Policyholder to the Company to terminate this Policy on the last day of the period for which premiums have been paid.

This Policy may be terminated by the Policyholder or the Company as of any premium due date by giving written notice to the other at least 31 days prior to such date.

The Policyholder and the Company may terminate this Policy at any time by written mutual consent.

If premiums have been paid beyond the termination date, the Company will refund the excess; or if premiums have been paid short of the termination date, the Policyholder will owe the Company the difference.

[Covered Person's] Termination Date

A [Covered Person's] coverage under this Policy ends on the earliest of:

1. the date this Policy terminates;
2. the Participating Member Termination Date;
3. the date the [Covered Person] enters full-time active duty in the armed forces of any country or international authority;
4. the date the [Covered Person] ceases to be eligible as described in the Policy, provided all required premiums are paid; or
5. the last day of the period for which premiums have been paid.

Premiums

The Company provides insurance in return for premium payments. The premium as shown in the *Schedule of Benefits* under this Policy is payable to the Company in the manner described, and is based on: rates currently in force, the *Schedule of Benefits* in the Policy, and the amount of insurance in force. Premium is due on the Premium Due Date as shown in the *Schedule of Benefits* in the Policy.

The Company has the right to rely upon the accuracy of the Policyholder's calculations and to require the Policyholder to furnish a census from time to time, but not more than twice in a 12-month period. If, at any time, it is determined that additional premium or a premium credit is due, the Policyholder will pay the additional premium or apply the premium credit at the next Premium Due Date.

If any premium payment is not paid when due, the Policy will be cancelled as of the Premium Due Date, except as provided under the Grace Period section.

Changes in Premium Rate

The Company may change the premium rates from time to time with at least 31 days advanced written or authorized electronic notice. No change in rates will be made until 12 months after the Policy Effective Date. An increase in rates will not be made more than once in a 12-month period. However, the Company reserves the right to change rates at any time if any of the following events occur:

1. a change in the terms of the Policy
2. a subsidiary, division, affiliated organization or eligible class is added or deleted to the Policy
3. a change in any federal or state law or regulation affecting this Policy and Our benefit obligation
4. a change in the factors bearing on the risk assumed
5. a misrepresentation in the information relied on in establishing the rate for this Policy

If an increase or decrease in rates takes place on a date that is not a Premium Due Date, a prorated adjustment will apply from the date of the change to the next Premium Due Date.

Grace Period

After the payment of the first premium, this Policy will have a 31-day grace period. This means that if premium is not paid on or before the date it is due, it may be paid during the 31-day grace period. During this time, this Policy will stay in force, provided the Policyholder pays all the premiums due by the last day of the grace period. This Policy will terminate on the last day of the period for which all premiums have been paid if the Policyholder fails to pay all premiums due by the last day of the grace period.

Hazards Insured Against

We will pay benefits described in this Policy when a [Covered Person] suffers a Covered Loss as a result of a Covered Accident during one of the Covered Activities. Unless otherwise specified, We pay benefits only once for any one Covered Accident, even if it is covered by more than one Hazard.

[SPORTS COVERAGE]

We will pay for the Covered Loss described in the Policy for a Covered Accident which occurs while a [Covered Person], for whom the applicable premium is paid, is taking part in a Covered Activity(ies) during:

- a regularly scheduled athletic game or competition; or
- a team practice or conditioning session; or
- [[cheerleading at [interscholastic][intercollegiate games]]; or
- [band], [majorettes / drill teams]; or
- [physical education classes]; or
- Covered Travel.

Covered Travel includes the time:

1. to or from a scheduled game, competition, team practice, or conditioning session;
2. before required attendance time;
3. after the [Covered Person] is dismissed; and
4. after the [Covered Person] completes extra duties assigned by the [Policyholder][Participating Member]]

[SCHOOL TIME COVERAGE]

We will pay for the Covered Loss described in the Policy for a Covered Accident which occurs while a [Covered Person], for whom the applicable premium is paid, is:

- on the grounds or premises of the School during a period of regular attendance during the days and months when School is in session;
- while traveling directly and without delay to or from the [Covered Person's] residence and the grounds or premises of the School for regular classroom sessions, in School furnished transportation, for such travel time as may be necessary, within one hour before School begins and one hour after dismissal from School, or longer if a school bus so requires;
- while participating in or attending activities sponsored by the School and directly and continuously supervised by a School official or employee, subject to the exclusions and limitations of the Policy. This includes supervised travel by School furnished transportation, directly and uninterruptedly to and from Covered Activities; or
- while attending religious classes, either on or away from the School premises, including supervised travel directly and uninterruptedly to or from the religious classes by School-furnished transportation.]

[[POLICYHOLDER ACTIVITIES] [PARTICIPATING MEMBER ACTIVITIES]

Subject to all other provisions of the Policy, coverage is provided for a [Covered Person] while he/she is attending or participating in a Covered Activity.

The [Covered Person] must be:

1. on the premises of the [Policyholder:][Participating Member:]
 - during its normal hours; and
 - during a scheduled Covered Activity; and
 - during other periods if he/she is attending or participating in a scheduled Covered Activity.

or:

2. not on [Policyholder] [Participating Member] premises, and attending or participating in a scheduled Covered Activity;
 [or:]
 3. traveling directly, without interruption:
- between the site of the Covered Activity and his/her home or the [Policyholder's][Participating Member's] premises, if the Covered Activity is located within or outside the town where the [Policyholder's][Participating Member's] premises are located; and
 - in a vehicle which is:
 - designated or furnished by the [Policyholder][Participating Member]; and
 - operated by a properly licensed, adult driver; and
 - under the direct supervision of the [Policyholder][Participating Member].]

This coverage is subject to all the terms, exclusions and limitations set forth in the Policy. Unless otherwise stated in the **Schedule of Benefits** under the Policy, We will pay benefits for a Covered Loss, only once, even if coverage was provided under more than one Hazard.

Description of Benefits

All benefits payable are shown in the **Schedule of Benefits** under the Policy.

ACCIDENTAL DEATH, DISMEMBERMENT, [PARALYSIS], LOSS OF SIGHT/SPEECH, OR HEARING BENEFIT

If Injury to the [Covered Person] results in any of the Covered Losses shown below, within the Loss Establishment Period as shown in **Schedule of Benefits** in the Policy, the Company will pay the percentage of the Principal Sum shown below for that loss. The Principal Sum is shown in the **Schedule of Benefits** in the Policy. If multiple losses occur, only one Benefit, the largest, will be paid for all Covered Losses due to the same Covered Accident.

Schedule of Covered Losses

<u>Loss</u>	<u>Percentage of Principal Sum Benefit</u>
Life.....	100%
Two or more members.....	100%
One member.....	50%
Thumb and index finger of the same hand.....	25%
Four fingers of the same hand.....	25%
[Quadriplegia.....	100%
Paraplegia.....	100%
Hemiplegia.....	50%
Triplegia.....	75%
Uniplegia.....	25%]

“Member” means loss of hand or foot, loss of arm or leg, loss of sight, loss of speech, or loss of hearing.

“Loss of hand or foot” means complete severance through or above the wrist or ankle joint. “Loss of arm or leg” means complete severance through or above the elbow or knee joint.

“Loss of sight” means total and permanent loss of sight of one/both eyes that is irrecoverable, including by surgical and artificial means. “Loss of speech” means total and permanent loss of audible communication that is irrecoverable by natural, surgical or artificial means. “Loss of hearing” means permanent total deafness in both ears such that it cannot be corrected by any aid or device. “Loss of thumb and index finger of the same hand” and “Loss of four fingers of the same hand” means complete severance of each through or above the metacarpophalangeal joint of both digits of the same hand.

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

["Quadriplegia" means the complete and irreversible paralysis of both upper and both lower limbs. "Paraplegia" means the complete and irreversible paralysis of both lower limbs. "Hemiplegia" means the complete and irreversible paralysis of the upper and lower limbs of the same side of the body. "Triplegia" means the complete and irreversible paralysis of three limbs. "Uniplegia" means the complete and irreversible paralysis of one limb. "Limb" means entire arm or entire leg.]

If more than one Loss is sustained by a [Covered Person] as a result of the same Covered Accident, only one amount, the largest, will be paid.

[Aggregate Limit of Liability

The maximum amount the Company will pay for all Covered Losses resulting from the same Accident will not exceed the Aggregate Limit of Liability as described in the *Schedule of Benefits* under the Policy.

If the total amount payable for all Covered Losses in any one Covered Accident exceeds the Aggregate Limit of Liability, each [Covered Person's] Covered Loss will be paid at the same ratio that the Aggregate Limit of Liability has to the total amount of all Covered Losses. The Company shall not be liable for amounts in excess of the Aggregate Limit of Liability.]

[ACCIDENT MEDICAL, DENTAL, REHABILITATION, AND CUSTODIAL CARE EXPENSE BENEFIT

We will pay benefits for Medical Expense, Dental Expense, Rehabilitation Expense, and Custodial Care Expense Incurred by a [Covered Person] subject to the Covered Accident Deductible, Benefit Percentage, Maximum Benefit Amount, Maximum Benefit Period, Custodial Care Maximum Benefit per Calendar Year, Home Health Care Maximum Benefit per Calendar Year, and Combined Home Health Care and Custodial Care Maximum Benefit per Calendar Year as shown in the *Schedule of Benefits* under the Policy.

1. Payment for Medical Expense resulting from a Covered Accident for care and treatment of mental and nervous disorders by a Physician shall not exceed the amount for each visit, number of visits per day nor number of visits as specified in the *Schedule of Benefits* under the Policy. Covered Medical Expense for Hospital inpatient care or treatment of a mental or nervous disorder whether in a general Hospital or a psychiatric Hospital, will be limited to the number of days of such treatment during each calendar year as specified in the *Schedule of Benefits* under the Policy. For Partial Hospitalization for care or treatment of a mental or nervous disorder, each two (2) days of Partial Hospitalization will be treated as one (1) day of inpatient Hospitalization for purposes of accumulating the maximum number of days of inpatient treatment per calendar year as specified in the *Schedule of Benefits* under the Policy.
2. Payment not to exceed the Chiropractic Maximum Benefit as shown in the *Schedule of Benefits* under the Policy shall be made for covered Medical Expense for treatment of subluxation or dislocation of the spine or treatment for the general purpose of correction of nerve interference and its effects, by manual or mechanical means, when interference results from, or is related to, distortion or misalignment of or in the vertebral column. This limit shall not apply when surgical treatment of this condition is rendered while the patient is under general anesthesia.
3. Payment, not to exceed the Physical Therapy/Physiotherapy Maximum Benefit as shown in the *Schedule of Benefits* under the Policy, shall be made for covered Medical Expense for Physical Therapy/Physiotherapy including: (a) physical manipulation of the body; (b) heat treatment; (c) diathermy; (d) ultrasonic; (e) massage therapy; (f) acupuncture; (g) aquatic therapy and (h) hydrotherapy.
4. Payment for covered Medical Expense for all prosthetic devices/limbs, including adjustments, replacements, refittings, and supplies, as specified in the *Schedule of Benefits* under the Policy.

Payment shall not exceed [\$100,000 - \$150,000] ([\$200,000 - \$300,000] if the Covered Accident results in an amputation of the leg above the knee or an amputation of the arm above the elbow) during each consecutive ten (10) year period immediately thereafter, not to exceed a [\$500,000 - \$750,000] Maximum Lifetime Benefit ([\$750,000 - \$1,000,000] Maximum Lifetime Benefit if the Covered Accident results in an amputation of the leg above the knee or an amputation of the arm above the elbow), subject to all terms and conditions of the Policy including, without limitation, the Date of Recovery definition.

No benefits will be paid for any Medical Expenses Incurred that are in excess of Usual and Customary Charges. Medical Expenses, from a Covered Accident, include:

1. Hospital room and board expenses: the daily room rate during a [Covered Person's] Hospital Stay and general nursing care is provided and charged for by the Hospital. In computing the number of days payable under this benefit, the date of admission will be counted, but not the date of discharge.
2. Ancillary Hospital expenses: services and supplies including operating room, laboratory tests, anesthesia, and medicines (excluding take-home drugs) during a Hospital Stay.
3. Daily intensive care unit/cardiac care unit expenses: the daily room rate during a [Covered Person's] Hospital Stay in a bed in the intensive care unit/cardiac care unit and nursing services other than private duty nursing services.
4. Medical emergency care (room and supplies) expenses incurred within 72 hours of a Covered Accident and including the attending physician's charges, x-rays, laboratory procedures, use of the emergency room, and supplies.
5. Outpatient surgery expenses, including ambulatory surgical center.
6. Outpatient surgical room and supply expenses for use of the surgical facility.
7. Outpatient diagnostic x-rays, laboratory procedures, and test expenses.
8. Physician non-surgical treatment/examination expenses (excluding medicines) including the Physician's initial visit, each necessary follow-up visit, and consultation visits when referred by the attending Physician.
9. Second surgical opinion expenses.
10. Physician surgical expenses. If an Injury requires multiple surgical procedures, we will pay 100% of the available benefit for the largest of the procedures performed, 50% of the available benefit for the second procedure, and 25% of the available benefit for any additional eligible procedures.
11. Assistant surgeon expenses.
12. Anesthesiologist expenses for pre-operative screening and administration of anesthesia during a surgical procedure, whether on an inpatient- or outpatient-basis.
13. Outpatient laboratory test expenses.
14. Physical Therapy/Physiotherapy expenses as described under the Policy.
15. Post-surgical medical expenses and office visits connected with such treatment when prescribed by a Physician.
16. Diagnostic imaging expenses, including magnetic resonance imaging (MRI) and CAT scans.
17. Dental expenses, including dental x-rays for the repair or treatment of each injured tooth that is whole sound and a natural tooth at the time of the Covered Accident.
18. Outpatient registered nurse services, if ordered by a Physician.
19. Ambulance expenses for transportation to and from the Covered Accident site to the Hospital.
20. Durable Medical Equipment prescribed by a Physician must be primarily and customarily used for Rehabilitation braces or appliances prescribed by a Physician. It must be Durable Medical Equipment that is primarily and customarily used to serve a medical purpose and can withstand repeated use and generally is not useful to a person in the absence of Injury. No benefits will be paid for rental charges in excess of the purchase price.
21. Prescription drug expenses prescribed by a Physician and administered on an outpatient basis.
22. Medical equipment rental expenses for a wheelchair or other medical equipment that has therapeutic value for the [Covered Person]. We will not cover computers, motor vehicles or modifications to a motor vehicle, ramps, and installation costs.
23. Medical services and supplies for blood and blood transfusions; oxygen and its administration.
24. Medical service and supplies for artificial eyes and larynx for initial acquisition and fitting. Artificial limbs are covered as a prosthetic device under a separate benefit, as described in the Policy and specified in the ***Schedule of Benefits*** of the Policy. We will not pay for repair or replacement of artificial eyes or larynx.

25. Heart and circulatory conditions relative to the first diagnosis: includes, but is not limited to, expenses for treatment of heat exhaustion, heart attack, stroke, and burst aneurysm, if the condition occurs during a Covered Accident.]

Terms of Payment for Accident Medical, Dental, Rehabilitation and Custodial Care Expense Benefit

If a [Covered Person] incurs a Medical Expense, We will pay the applicable benefit, subject to any applicable Covered Accident Deductible, Benefit Percentage, Benefit Maximum, and Maximum Benefit Period, as shown in the *Schedule of Benefits* in the Policy that are in excess of expenses payable by Other Insurance, regardless of any coordination of benefits provision contained in Other Insurance. The first expense must be incurred within the Loss Period stated on the *Schedule of Benefits* in the Policy. The Total Benefit Maximum payable and sub-limits under the Policy are as shown in the *Schedule of Benefits* in the Policy.

Other Insurance/Excess Nature of Policy

Except as provided below, this insurance Policy is excess over any other valid and collectible insurance or similar benefit program available to a [Covered Person] for a Covered Loss under the Policy. If a [Covered Person] receives or is entitled to receive benefits or services from any source described below (herein called Other Insurance), for any benefit category of a Covered Loss for which he or she is entitled under the Policy, such benefit under the Policy will be in excess of the amount of such Other Insurance.

If a [Covered Person] is entitled to Other Insurance for a benefit category of a Covered Loss for which he or she has been paid benefits under the Policy, the [Covered Person] will reimburse Us to the extent of such benefits paid under the Policy, not to exceed the amount of Other Insurance received.

For purposes of the Policy, a [Covered Person's] entitlement to Other Insurance will be determined as if the Policy did not exist and shall not depend upon whether application for Other Insurance is made by or on behalf of a [Covered Person].

Other Insurance means any reimbursement for or recovery of any element of Covered Loss available from any other source whatsoever, except gifts and donations, but including without limitation:

- any individual, group, blanket, or franchise policy of accident, disability, or health insurance;
- any arrangement of benefits for members of a group, whether insured or uninsured;
- any prepaid service arrangement such as Blue Cross or Blue Shield, individual, or group practice plans, or health maintenance organizations;
- any amount payable for Hospital, medical, or other health services for accidental bodily Injury arising out of a motor vehicle accident to the extent such benefits are payable under any Medical Expense payment provision (by whatever terminology used including such benefits mandated by law) of any motor vehicle insurance policy;
- any amount payable for services for Injuries or diseases related to a [Covered Person's] job to the extent that he or she actually receives benefits under a Workers' Compensation law. If a [Covered Person] enters into a settlement to give up his or her rights to recover future Medical Expenses under a Workers' Compensation Law, the Policy will not pay those Medical Expenses that would have been payable, except for that settlement;
- Social Security Disability Benefits;
- any benefits payable under any program provided or sponsored solely or primarily by any federal, state, or local governmental unit or agency or subdivision or through operation of law or regulation, except Medicaid; and
- income received through a trust fund or similar arrangement, whether declared or not.

PROVIDED, however, that if a [Covered Person] is covered under an excess of other insurance policy issued by another insurance carrier which provides substantially similar benefits which are subject to a deductible of \$25,000 or more, any benefits payable under such policy will not be regarded as Other Insurance. Instead, this Policy, on an excess basis over all Other Insurance, will share payment of Covered Loss with the other policy by

contribution based on equal shares. Under this approach, the Policy will contribute an amount equal to that contributed by the other catastrophic excess of other insurance policy until the loss is paid.

[Failure by a [Covered Person] to follow the terms and conditions and/or failure to utilize the network providers and facilities of his/her primary coverage will result in a benefit reduction of Covered Expense to 50% of the amount otherwise payable under the Policy. This limitation will not apply to emergency treatment required within 24 hours after an Accident when the Accident occurs outside the geographic area served by his/her primary plan's HMO, PPO, or other similar arrangement for provision of benefits or services, if applicable.]

[DISABILITY BENEFITS]

Total Disability Benefit

If a [Covered Person] becomes Totally Disabled and has satisfied the Covered Accident Deductible, We will pay Total Disability Benefits as shown in the *Schedule of Benefits* under the Policy. Benefits will begin on the later of:

- the date the [Covered Person's] Academic Class graduates; or
- the end of the Academic Year in which the [Covered Person] became Totally Disabled; or
- the date the Covered Accident Deductible is satisfied.

Payment of the Total Disability Benefit will continue for so long as the [Covered Person] remains so disabled. Total Disability Benefits will not be paid beyond the Maximum Period Payable as shown in the *Schedule of Benefits* in the Policy.

Partial Disability Benefit

If a [Covered Person] becomes Partially Disabled immediately following a period of Total Disability for which Total Disability Benefits were paid, We will pay the Partial Disability Benefit shown in the *Schedule of Benefits* under the Policy.

Partial Disability will end when:

- the [Covered Person] is no longer Partially Disabled; or
- the [Covered Person's] Maximum Average Gross Monthly Earnings Amount exceeds the amount shown in the *Schedule of Benefits* of the Policy for the number of consecutive months shown in the *Schedule of Benefits* of the Policy.

The Partial Disability Benefit will be reduced by one-half of the after-tax monthly compensation earned by the [Covered Person] during their Partial Disability that is in excess of the Maximum Average Gross Monthly Earnings Amount shown in the *Schedule of Benefits* of the Policy. Partial Disability Benefits will not be paid beyond the Maximum Period Payable as shown in the *Schedule of Benefits* of the Policy.

Resumption of Disability

If Total Disability Benefits or Partial Disability Benefits cease as provided in the Policy and the [Covered Person] again becomes Totally Disabled or Partially Disabled as a result of the same Covered Accident which caused the earlier period of disability, benefits will resume after the new period of disability has persisted three consecutive months.]

[ADJUSTMENT EXPENSE BENEFIT]

We will pay the Adjustment Expense Incurred on behalf of the Totally Disabled [Covered Person] after the date the Covered Accident Deductible is satisfied, subject to the maximum benefit as shown in the *Schedule of Benefits* in the Policy.

Adjustment Expenses are the Usual and Customary expenses Incurred for:

- Medically Necessary Family Counseling for the Immediate Family of the [Covered Person]. Family Counseling will be limited to the number of visits and amount per visit as shown in the *Schedule of Benefits* in the Policy. Such counseling must be rendered during the period of time immediately following the date of the Covered Accident to the [Covered Person] as shown in the *Schedule of Benefits* in the Policy;
- the expense for training, up to the maximum as shown in the *Schedule of Benefits* in the Policy, of a member of the Immediate Family of the [Covered Person] to perform rehabilitation or Custodial Care functions necessary to the care of the [Covered Person]; the training must occur during the period of time immediately following the date of the Covered Accident to the [Covered Person] as shown in the *Schedule of Benefits* in the Policy;
- the expense, up to the amount shown in the *Schedule of Benefits* in the Policy, per Immediate Family member, for travel by the [Covered Person's] Immediate Family members between their home and the

[Covered Person's] place of treatment which:

- occurs during the time period as shown in the *Schedule of Benefits* under the Policy immediately following the date of the Covered Accident;
- if by air, is on a regularly scheduled commercial flight;
- lost earnings by the [Covered Person's] parents, guardians or spouse, due to, and in connection with, a Covered Accident. Loss of earnings by the [Covered Person's] spouse, or parent/guardian, if the [Covered Person] is not married, will be limited to the percentage of gross lost earnings, as shown in the *Schedule of Benefits* under the Policy, of the spouse or one parent/guardian only due to the Injury to the [Covered Person], not to exceed an amount per week for a maximum number of weeks during the number of consecutive months following the date of the Covered Accident as specified in the *Schedule of Benefits* under the Policy. Gross earnings will be determined based on the average monthly gross earnings for the 12-month period immediately preceding the date of the Covered Accident.

As provided above, family travel is limited to travel by not more than two (2) members of the [Covered Person's] Immediate Family at one time. Family travel by personal auto is reimbursed at mileage rates used by the Internal Revenue Service. As provided above, lost earnings will be reimbursed for up to the number of weeks as shown in the *Schedule of Benefits* under the Policy, up to the lesser of the amount shown in the *Schedule of Benefits* under the Policy or the average weekly wage for the year preceding the Covered Accident of one parent/guardian or the spouse of the [Covered Person].]

[SPECIAL EXPENSE BENEFIT

Special Expense Benefits are those Usual and Customary expenses Incurred, after the Covered Accident Deductible has been satisfied, by a [Covered Person] who is Totally Disabled as a result of a Covered Accident for special items approved by the [Covered Person's] Physician to accommodate his/her physical disability, such as specialized wheelchair or other types of equipment or computer programs designed for use by someone with the type of physical disability suffered by the [Covered Person], the adaptation or modification in design and/or equipment of the [Covered Person's] owned motor vehicle or such motor vehicle as was customarily at the disposal of or in the usual possession of the [Covered Person], or for adaptation or modification of the [Covered Person's] housing in design and/or equipment. Such item or modification must be approved by the Physician as being appropriate and as being Medically Necessary to accommodate the physical disability of the [Covered Person] as a result of a Covered Accident. Benefits are limited to the amount as shown in the *Schedule of Benefits* under the Policy.

Payment for the purchase of a motor vehicle will be limited to those expenses reasonably necessary to provide a motor vehicle appropriate to accommodate the [Covered Person] and will be made only if the [Covered Person's] then-existing motor vehicle cannot be modified to accommodate the [Covered Person's] physical disability; however, payment for purchase or modifications of a motor vehicle or housing will be limited to only such purchase and modification(s) which are appropriate to accommodate the [Covered Person's] physical disability, as recommended by the Physician and approved by Us.]

[ANCILLARY ILLNESS OR INJURY EXPENSE BENEFIT

We will pay benefits for the Medically Necessary Medical Expenses and Dental Expenses, subject to the limits as shown in the *Schedule of Benefits* under the Policy, Incurred as a result of an accidental bodily Injury or illness to a Totally Disabled [Covered Person] which occurs during the period he/she is receiving benefits in connection with a Covered Accident. The expenses must result from a separate accident unrelated to such Covered Accident, or an illness of a [Covered Person] which first manifests itself during the period he/she is receiving benefits.]

[VOCATIONAL REHABILITATION EXPENSE BENEFIT

The Vocational Rehabilitation Expense Benefit provides payment for Usual and Customary expenses Incurred for services rendered through a vocational rehabilitation program or for vocational rehabilitation counseling services intended to enable the Totally Disabled [Covered Person] to develop skills necessary for gainful employment and to participate in a job search and find gainful employment. The [Covered Person] must initiate treatment within two

(2) years following the date of Injury, and the length of continuous treatment must not exceed five (5) years. Benefits are subject to the limits as shown in the *Schedule of Benefits* under the Policy.]

[ASSIMILATION EXPENSE BENEFIT

The Assimilation Expense Benefit provides for payment up to the Maximum Benefit Amount, as shown in the *Schedule of Benefits* under the Policy for the Totally Disabled [Covered Person] to participate in a specialized, intensive, rehabilitation program at an accredited medical facility specializing in research, surgery, and training for Injuries to the spinal cord, nervous system, or closed-head Injuries.

Participation by the Totally Disabled [Covered Person] in an assimilation program eligible for benefits under this Policy must begin within the Deductible Establishment Period. Assimilation Benefits payable will terminate after the earlier of:

- the date the Totally Disabled [Covered Person] completes the assimilation program for which benefits are payable; and
- the date the Maximum Benefit Amount payable has been met.

Benefits will be paid directly to the facility providing the assimilation program as the payment is due, and only after participation has commenced by the Totally Disabled [Covered Person]. Benefits include Travel Expenses for the [Covered Person] and up to two (2) Immediate Family members.]

[LOSS OF LIFE DUE TO HEART OR CIRCULATORY MALFUNCTION BENEFIT

If a [Covered Person] suffers loss of life within the Loss Establishment Period, as shown in the *Schedule of Benefits* under the Policy, that is the result of Heart or Circulatory Malfunction relative to the first diagnosis, we will pay the Benefit Amount as shown in the *Schedule of Benefits* under the Policy.]

[COLLEGE EDUCATION EXPENSE BENEFIT

The College Education Expense Benefit provides payment for the full cost of attendance for a Totally Disabled [Covered Person] to complete his/her undergraduate degree:

- at the school or alternate institution such [Covered Person] was attending at the time of the Covered Accident; or
- for other Totally Disabled [Covered Person's], at the school or alternate institution such [Covered Person] will be attending;

However, the amount of the College Education Expense Benefit payable shall not exceed the lesser of the full standard cost of attendance at the school or alternate institution or the Maximum Aggregate Lifetime Benefit Amount as shown in the *Schedule of Benefits* under the Policy. The full standard cost of attendance shall be as determined by the financial aid office at the particular school or alternate institution, net of any other financial aid received by the [Covered Person].

The College Education Expense benefit for those eligible [Covered Persons] whose full cost of attendance continues to be funded through his or her athletic scholarship will not commence until the expiration of any athletic or other scholarship provided to the [Covered Person] by the Policyholder or Participating Member. Benefits that are payable will be paid directly to the school as the payment is due.

To qualify for the College Education Expense Benefit, the Totally Disabled [Covered Person] must start or restart undergraduate study within the Loss Establishment Period, after the Covered Accident occurred, as shown in the *Schedule of Benefits* under the Policy. The College Education Benefit will terminate at the earlier of:

- the date the [Covered Person] completes the requirements for any undergraduate degree;
- the twentieth (20th) anniversary of the date of the start or restart of undergraduate study;
- the date the Maximum Aggregate Lifetime Benefit has been met.]

[CATASTROPHIC INJURY CASH BENEFIT

If, as a result of Injury due to a Covered Accident, a [Covered Person] suffers Paralysis of two (2) or more limbs (upper or lower) for at least six (6) months, or suffers a Traumatic Brain Deficit as defined in the Policy, [or has been in a non-Medically Induced Coma for at least 6 consecutive months], we will pay the Catastrophic Injury Cash Benefit as shown in the *Schedule of Benefits* under the Policy. The Paralysis and Traumatic Brain Deficit must be diagnosed by a Physician as permanent and from which recovery is not likely. Benefits will end when the [Covered Person] is no longer suffering from Paralysis of two (2) or more limbs or suffering from a Traumatic Brain Deficit.]

[COMA BENEFIT

The Coma Benefit provides for lump sum payment of the benefit amount as shown in the *Schedule of Benefits* under the Policy for a [Covered Person] who has:

- been in a non-Medically Induced Coma for at least [four (4)]consecutive weeks as a result of a Covered Accident; and
- has completely emerged from the non-Medically Induced Coma for a period of at least [four (4)]consecutive weeks.]

[POST-INCIDENT CRISIS MANAGEMENT EXPENSE BENEFIT

We will pay benefits for post-incident crisis management services rendered by a person who is:

- trained in providing consulting and post-incident crisis management services in response to traumatic events; and
- employed by an organization approved by Us for rendering such services.

This benefit will only apply when initiated in response to an incident where there is reasonable expectation, as determined by a Physician, and agreed to by us, that Injury to an Insured Person will result in death or Total Disability. First response must occur within the first forty-eight (48) hours following notification of Injury for this coverage to apply. Benefits are subject to the maximum benefit amount as shown in the *Schedule of Benefits* under the Policy.]

Exclusions

The Policy does not cover any loss resulting in whole or part from, any of the following, unless otherwise covered under the *Schedule of Benefits* under the Policy:

1. [Suicide, self-destruction, attempted self-destruction, or intentional self-inflicted Injury while sane or insane;]
2. [War or any act of war, declared or undeclared;]
3. [Sickness, disease, or any bacterial infection, except one that results from an accidental cut, wound, or pyogenic infections that result from accidental ingestion of contaminated substances;]
4. [Intoxication or being under the influence of any drug or narcotic;]
5. [Violation, in violation, or attempt to violate any duly-enacted law or regulation, or commission or attempt to commit an assault or felony, or that occurs while engaged in an illegal occupation;]
6. [Covered Expenses for which the [Covered Person] would not be responsible, in the absence of this Policy;]
7. [Injuries paid under Workers' Compensation, Employer's liability laws, or similar occupational benefits or while engaging in activity for monetary gain from sources other than the Policyholder;]
8. [Participation in any motorized race or speed contest;]
9. [Injury caused by, contributed to or resulting from the [Covered Person's] use of alcohol, illegal drugs, or medicines that are not taken in the dosage or for the purpose as prescribed by the [Covered Person's] Physician;]
10. [Services or treatment rendered by a Physician, nurse, or any other person who is employed or retained by the Policyholder; or an Immediate Family member of the [Covered Person];]
11. [Damage to or loss of dentures or bridges or damage to existing orthodontic equipment, except as specifically provided in this Policy;]
12. [Loss resulting from participation in any activity not specifically covered by this Policy;]
13. [Any treatment, service, or supply not specifically covered by this Policy;]
14. [Travel or flight in or on any vehicle for aerial navigation, including boarding or alighting from:
 - while riding as a passenger in any aircraft not intended or licensed for the transportation of passengers; or
 - while being used for any test or experimental purpose; or
 - while piloting, operating, learning to operate, or serving as a member of the crew;]
15. [Aggravation or re-injury of a prior Injury that the [Covered Person] suffered prior to his or her coverage Effective Date, unless We receive a written medical release from the [Covered Person's] Physician;]
16. [Charges which exceed the Usual and Customary charges;]
17. [Charges Incurred for dental work unless the Insured Person sustains a Disablement which results in damage to his or her natural teeth;]
18. [Charges Incurred for television, telephone, water pitcher, and other personal convenience items, or expenses for other persons, except as may be specifically provided for elsewhere in the Policy;]
19. [Charges which would not have been made in the absence of insurance or which the Insured Person is not legally obligated to pay;]
20. [Charges Incurred for cosmetic procedures, unless made necessary by a Disablement;]
21. [Charges Incurred for eyeglasses, contact lenses, or hearing aids or for any examination or fitting related to these devices, unless made necessary by a Disablement;]
22. [Charges Incurred for care, treatment, or service, which is not Medically Necessary to the diagnosis or treatment of a Disablement;]
23. [Charges Incurred for Experimental or Investigative Services or procedures;]
24. [Charges Incurred for articles of clothing which are intended for use more than once;]
25. [The use by the Insured of drugs or narcotics unless used as prescribed by a Physician for a condition other than drug addiction;]
26. [Routine medical examination and related medical services;]
27. [Charges which are recoverable from any Other Insurance Policy;]
28. [Elective treatment or surgery, health treatment, or examination where no Injury or Sickness is involved;]
29. [Drugs that promote fertility, treat infertility, enable sexual performance or provide sexual enhancement.]
30. [Practicing for, or participating in, any cheerleading competition, tournament, or contest.]

Claim Provisions

NOTICE OF CLAIM

Written notice of death or Injury must be given to the Company within [30] days after a Covered Loss begins or as soon as reasonably possible. Notice can be given to the Company at [fill in name and address of claims administrator]. Notice should include the [Covered Person's] name and address, as well as this Policy Number, and Participating Member Account Number, if applicable. If written notice is not received within 30 days, the claim may be reduced or invalidated. However, the claim will not be reduced or invalidated if:

- it can be shown that it was not possible within reason to submit notice within [30] days; and
- it is further shown that notice was given as soon as possible.

PROOF OF LOSS

Written proof of loss must be given to the Company within [180] days after the date of loss. If the proof of loss is not submitted within [180] days, the claim may be reduced or invalidated. However, the claim will not be reduced or invalidated if:

- it can be shown that it was not possible within reason to submit notice within [180] days; and
- it is further shown that notice was given as soon as possible, and in no event, except in the absence of legal capacity, later than one year from the time proof is otherwise required.

TIME OF PAYMENT OF CLAIMS

Benefits for loss covered by this Policy, other than benefits that require periodic payment, will be paid within a reasonable period of time after the Company receives proper written proof of such loss. Benefits for loss covered by this Policy that require periodic payment shall be paid monthly, provided that the Company receives proper written proof of such loss.

[PAYMENT OF CLAIMS]

All benefits will be paid in United States currency. Loss of life benefits will be paid to the beneficiary as described in the Designation or Change of Beneficiary provision under *General Policy Provisions* of this Policy. To receive proceeds, a beneficiary must be living on the earlier of the following dates:

- the date the Company receives proof of the loss of life; or
- the 10th day after the death.

All other benefits will be paid to the [Covered Person] suffering the loss. If the [Covered Person] dies before all payments due have been made, the amount still payable will be paid to his/her beneficiary as described in the Designation and Change of Beneficiary provision under *General Policy Provisions* of this Policy.]

PHYSICAL EXAMINATIONS AND AUTOPSY

We have the right to have a Physician of Our choice examine the [Covered Person] as often as is reasonably necessary. This section applies when a claim is pending or while benefits are being paid. We also have the right to request an autopsy in the case of death, unless the law forbids it. We will pay the cost of the examination or autopsy.

RECOVERY OF OVERPAYMENT

If benefits are overpaid, or paid in error, We have the right to recover the amount overpaid or paid in error by any of the following methods:

- a request for lump sum payment of the amount overpaid or paid in error; or
- reduction of any proceeds payable under this Policy by the amount overpaid or paid in error.

RIGHT OF RECOVERY

A [Covered Person] may incur charges due to an Injury for which benefits are paid by this Policy. The Injury may be caused by the act or omission of another person. If so, the [Covered Person] may have a claim against that other person for payment of expense-incurred charges. If Recovery under the claim is made, the [Covered Person] must repay Us the Recovery made from 1) the other person; or 2) the other person's insurer.

Only the amount recovered for charges incurred will be subject to Refund. One-third of the Net Recovery will be deemed to be for such charges. However, in no case will the amount of Refund exceed the amount of benefits paid for the Injury under this Policy.

The right of Refund also applies when the [Covered Person] recovers under an uninsured or underinsured motorist plan.

“Recovery” means monies paid to the [Covered Person] through judgment, settlement, or otherwise to compensate for all losses caused by the Injury.

“Net Recovery” means the [Covered Person’s] Recovery, less attorney’s fees and court costs incurred in making the Recovery.

“Refund” means repayment to Us for benefits paid.

SUBROGATION

The Policyholder is required to investigate and prosecute all valid claims that it may have against third parties arising out of any claim for which benefits were paid by this Policy. The Policyholder shall account to the Company for all amounts recovered. If the Policyholder fails to pursue any action against a third party and the Company has made benefit payments under this Policy, the Company will be subrogated to all of the Policyholder’s rights to make recoveries. The Policyholder is required to cooperate fully and do all things necessary and required for the Company to pursue any action to recover against the third party; the scope of the Policyholder’s cooperation shall include, without limitation, the execution of a Subrogation receipt or assignment in favor of the Company and the granting of authorization to the Company to commence litigation or other legal proceedings in the name of the Policyholder to seek recoveries from third parties. The Company agrees to pay its portion of the Policyholder’s attorneys’ fees or other costs associated with a claim or lawsuit to the extent that the Company recovers any portion of the benefits paid under this Policy pursuant to its Subrogation right.

General Policy Provisions

ENTIRE CONTRACT/CHANGES

This Policy and all endorsements, amendments, and attached papers is the entire contract between the Policyholder and the Company.

Changes to this Policy may be made at any time by an endorsement or amendment and must be agreed upon, in writing, between the Policyholder and the Company. The Company may also, upon 31 days written notice to the Policyholder, change or modify the provisions of this Policy to comply with any applicable requirements of the Internal Revenue Service and/or any state or other federal law or regulation. No agent may change this Policy or waive any of its provisions.

TIME LIMIT ON CERTAIN DEFENSES

In the absence of fraud, all statements made by the Policyholder or by a [Covered Person] shall be deemed representations and not warranties. No such statement shall be used to contest this Policy or reduce benefits, unless contained in a signed, written application, a copy of which has been provided to the person who made the statement, or to their beneficiary or representative. No such statement will be used to contest this Policy after this Policy has been in force for two years.

CLERICAL ERROR

Clerical error in keeping any records pertaining to the coverage, whether by the Policyholder or by the Company, will not invalidate coverage otherwise validly in force nor continue coverage otherwise validly terminated, provided such clerical error is not prejudicial to the Company and is rectified promptly upon discovery.

CONFORMITY WITH STATE STATUTES

Any provision of this Policy in conflict on its Effective Date with the laws of the State of Issue indicated on the front page of this Policy is amended to conform to the minimum requirements of such laws.

DESIGNATION OR CHANGE OF BENEFICIARY

Each [Covered Person] may designate a beneficiary to whom loss of life benefits are payable. The designation shall be as follows in descending order of preference:

- 1) Beneficiaries designated in writing by the [Covered Person] for this Policy on file with the Policyholder, if any, otherwise;
- 2) Beneficiaries as designated in writing for any group life insurance plan or its renewals in force for the Policyholder, if any, otherwise;
- 3) In equal shares to the members of the first surviving class of those that follow, if any:
 - a) a [Covered Person's] lawful spouse, if not legally separated or divorced, or
 - b) a [Covered Person's] natural child, adopted child, foster child, stepchild, or other child for whom the [Covered Person] has or had legal guardianship (proof will be required); or
 - c) a [Covered Person's] parents, whether natural, step, or adoptive; otherwise.
- 4) The estate of the [Covered Person].

A [Covered Person] may change his/her beneficiary designation from time to time without the consent of the designated beneficiary by giving notice, in writing, to the Policyholder. When a request for designation or change is received by the Policyholder, it will take effect on the date of its execution, whether or not the [Covered Person] is living on the date it is received by the Policyholder. Any interest created by the request will be subject to any payment made or action taken before its receipt.

ASSIGNMENT

No assignment of interest in loss of life benefits shall be binding on the Company until the original or duplicate thereof is received by the Company. The Company assumes no responsibility for the validity of such assignment.

INSOLVENCY

The insolvency, bankruptcy, financial impairment, receivership, voluntary plan of arrangement with creditors, or dissolution of the Policyholder will not impose upon the Company any liability, other than the liability defined in this Policy. The insolvency of the Policyholder will not make the Company liable to the creditors of the Policyholder, including [Covered Persons] under this Policy.

LEGAL ACTION

All Policy terms will be interpreted under the laws of the state in which this Policy was issued. No legal action may be brought to recover on this Policy within 60 days after written proof of loss has been furnished. No legal action may be brought after three (3) years from the time written proof of loss is required to be furnished.

MISSTATED DATA

The Company has relied upon the underwriting information provided by the Policyholder, its third party administrator, or other agent in the issuance of this Policy. Should subsequent information become known which, if known prior to issuance of this Policy, would have affected the rates, Covered Accident Deductible, terms, or conditions for coverage, the Company will have the right to revise the rates, Covered Accident Deductible, terms, or conditions as of the Effective Date of issuance, by providing written notice to the Policyholder.

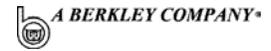
WAIVER

Failure of the Company to strictly enforce its rights under this Policy at any time or under any circumstance shall not constitute a waiver of such rights by the Company at any time, under the same or different circumstances.

WORKERS' COMPENSATION

This Policy is not in lieu of and does not affect any requirements for coverage by any Workers' Compensation Act or similar law.

Berkley Life and Health Insurance Company



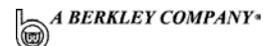
Urbandale, Iowa

[Underwriting Office:
2445 Kuser Road, Suite 201
Hamilton Square, NJ 08690
(866) 723-4452]

Catastrophic Blanket Accident Application

POLICYHOLDER INFORMATION			
1. Full legal name of Applicant/Policyholder			
2. Address	City	State	Zip
3. Phone number		Fax number	
REQUESTED INSURANCE			
4. Coverage [Blanket Accident]		Policy number [TBD]	
5. Requested Effective Date [March 1, 2008]		Underwriting Company Berkley Life and Health Insurance Company	
THE APPLICANT AGREES TO THE FOLLOWING TERMS:			
<p>1. The Applicant will promptly furnish any records or other information necessary to insure the proper administration of the insurance plans to the Underwriting Company. The Applicant further agrees to allow the Underwriting Company or its Administrator to examine all records that pertain to the insurance plans.</p> <p>2. The consideration for the requested insurance is the Underwriting Company's acceptance of this Application and the Applicant's payment of the required premium when due. Payment of the required premium after delivery of the Policy acts as acceptance of the terms and conditions of the Policy.</p> <p>The Applicant represents that the information provided to the Underwriting Company to determine the terms of the insurance applied for is true and correct and forms the basis of the requested insurance.</p> <p>Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.</p>			
Signature of Applicant's Authorized Representative		Title	
X			
City		State	
Accepted by (Signature of Underwriting Company Representative)		Title	
X			

Berkley Life and Health Insurance Company



Urbandale, Iowa
[Underwriting Office:
2445 Kuser Road, Suite 201
Hamilton Square, NJ 08690
(866) 723-4452]

Catastrophic Blanket Accident Administrative Change Rider

This Rider is attached to and made a part of Policy Number [12345] issued to [ABC Company] (the Policyholder).

Effective [December 1, 2007] the Policy is renewed and *Schedule of Benefits* in the Policy is amended as follows:

The **Policy Period** is changed to [December 1, 2007 through November 31, 2008] [and the **Premium** is changed to [\$124/month].]

This Rider does not change any other provisions of the Policy.

Signed for the Company:

[]

President

[]

Secretary

SERFF Tracking #:

BLAH-128860566

State Tracking #:

Company Tracking #:

CAT0512013

State:

Arkansas

Filing Company:

Berkley Life and Health Insurance Company

TOI/Sub-TOI:

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

Product Name:

Catastrophic Blanket Accident

Project Name/Number:

/

Supporting Document Schedules

		Item Status:	Status Date:
Satisfied - Item:	Flesch Certification	Approved-Closed	01/30/2013
Comments:			
Attachment(s):			
CAT Readability.pdf			
		Item Status:	Status Date:
Satisfied - Item:	Application	Approved-Closed	01/30/2013
Comments:	Application provided in the Form Schedule		
		Item Status:	Status Date:
Bypassed - Item:	PPACA Uniform Compliance Summary	Approved-Closed	01/30/2013
Bypass Reason:	Not Applicable		

READABILITY CERTIFICATION

Form(s):

CAT0512013 Catastrophic Blanket Accident Policy
CAT0532013 Catastrophic Blanket Accident Application
CAT0552013 Administrative Change Rider

We hereby certify that the form(s) listed above, to the best of our knowledge, meet the minimum reading ease score under the Flesch system. The Policy and its related forms are scored for the Flesch reading ease test as one unit and the combined score is: 51.6

Any rider or amendment which scores less than the minimum through the Flesch test will achieve, in combination with the policy to which it is attached, a score which meets at least the minimum.

Berkley Life and Health Insurance Company
Company Name



Lee D. Davidson
Vice President

January 21, 2013
Date