SEE REVERSE SIDE FOR CLAIM FILING INSTRUCTIONS

Report school-related injuries to the school within 72 hours
 Complete this form
 Attach all bills
 Mail to
 myers | stevens | tool

myers | stevens | toohey

Myers-Stevens & Toohey & Co., Inc. 26101 marguerite parkway mission viejo, california 92692-3203 office (800) 827-4695 • fax (949) 348-2630

STUDENT INSURANCE CLAIM FORM

and the second	FIRST		PARENT OR	LEGAL GUARD	DIAN MAY C	OMPLETE		FROM I.D. CARD	ATED)
NAME OF INSURED PERSON	FIRST	NII.		LAST			5100EN11.0.1	THOM I.D. OAND	
NAME OF SCHOOL		NAME OF SCHOOL	DISTRICT		AGE	GRADE	FEMALE	DATE OF BIRTH MO DAY / /	YR
ADDRESS OF SCHOOL				CITY			STA	ATE ZIP CODE	
DATE OF INJURY/SICKNESS MO DAY YR / /	TIME OF INJURY A.M. / P.M. (CIRCLE ON	INJURY OCCURRED	D: Interscho		Interscholastic C	Same 🗆 P.E.	Classroom	Travel TYPE OF SPORT	
DETAILS OF SICKNESS OR HO	W THE INJURY OCCURR	ED. PLEASE BE SPECI	FIC			WAS STU (IF YES, L	S	ING IN SPORT NOT SCHOOL-RE IONE NO. OF GROUP)	LATED
WHAT PART OF THE BODY WA	AS INJURED?	HAS THE STUDENT			ILAR CONDITIC	ON BEFORE?			
NAME AND TITLE OF SCHOOL	SUPERVISOR			A WITNESS TO TH	E ACCIDENT?	100000 C	ATE SCHOOL WAS	NOTIFIED OF ACCIDENT	
NAME OF SCHOOL OFFICIAL		SIGNATURE OF SCH	HOOL OFFICIAL	L		DA	ATE SIGNED	SCHOOL TELEPHONE NO.	
	ENT OR LE			STATEN	IENT		(PLE	ASE PRINT OR TYPE CLE	ARLY
IS THIS STUDENT COVERED	BY OTHER HEALTH AND/		VCE PLANS?						
NAME OF FATHER OR LEGAL	MALE GUARDIAN			DATE OF BIRTH O	F FATHER OR	LEGAL MALE	GUARDIAN	HOME TELEPHONE NO.	
ADDRESS				CITY			STA	ATE ZIP CODE	
NAME OF EMPLOYER	If Employed 🛛 🗆 Part Time	Unemployed					PHONE AND EXTE	INSION NO.	
ADDRESS OF EMPLOYER				CITY		()	STA	ATE ZIP CODE	
NAME OF OTHER HEALTH AND	D/OR ACCIDENT INSURAN	ICE COMPANY THROUG	GH FATHER O	R LEGAL MALE GU	ARDIAN	POLICY NUM	BER	TELEPHONE NO.	
MAILING ADDRESS OF INSURA	ANCE COMPANY			CITY			ST	ATE ZIP CODE	
NAME, ADDRESS AND PHONE	NO. OF STUDENT'S FAM	ILY PHYSICIAN	CITY		S	TATE	ZIP CODE	TELEPHONE NO.	
NAME OF MOTHER OR LEGAL	- FEMALE GUARDIAN			DATE OF BIRTH C	F MOTHER OF	R LEGAL FEMA	ALE GUARDIAN	HOME TELEPHONE NO.	
ADDRESS				CITY			ST.	ATE ZIP CODE	
NAME OF EMPLOYER Self Employed Part Time Unemployed				WORK TELEPHONE AND EXTENS			INSION NO.		
ADDRESS OF EMPLOYER				CITY		<u> </u>	ST.	ATE ZIP CODE	
NAME OF OTHER HEALTH AND/OR ACCIDENT INSURANCE COMPANY OF MOTHER OR LEGAL FEMALE GUARDIAN			AN	POLICY NUM	BER	TELEPHONE NO.			
MAILING ADDRESS OF INSUR/	ANCE COMPANY			CITY			ST	ATE ZIP CODE	
l understand that any pers files a statement of claim information concerning fa person to fines and/or imp	containing any materia cts material thereto co risonment.	Illy false information mmits a fraudulent a	or conceals, ct, which is a	for the purpose of a crime, and may	of misleading subject such	í x	R LEGAL GUARDIA	IN SIGNATURE	
I hereby authorize any school authority, trust fund, employer, insurance company or person who has attended examined the claimant to disclose to Myers-Stevens & Toohey & Co., Inc., when requested to do so, a information regarding any injury, illness, policy coverage, medical history, consultation, prescription or treatme and copies of all hospital or medical records and itemized bills, and to pay benefits based upon this informati A photostatic copy of this authorization shall be considered as valid and effective as the original. AUTHORIZATION TO PAY BENEFITS TO PROVIDER. I authorize payment of Medical payments			o do so, any or treatment s information	ny HELATIONSHIPTOSTUDENT DATE					
AUTHORIZATI	ON TO PAY BENEFITS	TO PROVIDER. I au	ithorize payn	nent of Medical p	payments to	Physician o	r Supplier for S	ervices on the attached.	
SIGNATURE OF PARENT OR L	EGAL GUARDIAN				DATE	I			

	CLAIM FILING PROCEDURE					
 Report 	Report school-related injuries to the school within 72 hours.					
Have :	Have school complete PART A. (Parents or legal guardian may fill out PART A if injury is not school related.)					
😮 Claim	Claimant, parent or guardian complete PART B.					
IMPO	IMPORTANT: Both parts must be completed in full or claim will not be processed.					
🚯 Mail fo	orm to our office with all itemized bills within 90 days of the first date of treatment.					
emplo	At the same time, please file a claim with your other family health and/or accident carrier. This can include employee plans, union plans, CHAMPUS (military plans), service contracts, self-insured benefit plan, or health maintenance organizations (HMO's).					
your o	When you receive a notice of payment, a notice of denial, or a letter stating you have met your deductible from your other health and/or accident carrier, please forward this information to our office in a timely fashion to expedite the processing of your claim.					
If you	have any questions, please call our office at 800-827-4695.					
benef any o	NON-DUPLICATION OF BENEFITS: In order to keep premiums as affordable as possible, these plans pay benefits on a non-duplicating basis. This means, if a person is covered by one or more of our plans and by any other valid insurance or health agreement, any amount payable or provided by the other coverages will be subtracted from the covered expenses and we will pay benefits based on the remaining amount.					
A: Q: A:	 go to a provider within the provider network, you may have your out-of-pocket expenses significantly reduced. To find a participating provider in your area, call 800-226-5116 or log on to <u>www.myfirsthealth.com</u>. In Washington or Idaho, call 800-823-6935 or log on to: <u>www.fchn.com</u>. Q: Do I need to attach a claim form for each bill? 					
myers stevens	Myers-Stevens & Toohey & Co., Inc. 26101 marguerite parkway mission viejo, california 92692-3203 offic (949) 348-2630 fax (949) 348-2630 Extended for the state of the st					
aderwritten by:	BCS Underwritten by: ACE American Insurance Company First Choice Health PPO Network WA, ID					
For residents false of ation for insurar any fact materia	of California: For your protection California law requires the following to appear on this form: Any person who knowingly or fraudulent claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison. of Oregon: WARNING: Any person who knowingly, and with intent to defraud any insurance company or other persons files an applice or statement of claim containing any materially false information or conceals for the purpose of misleading, information concern al thereto, may be subject to prosecution for insurance fraud of Colorado: It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for auding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. <i>J</i> any or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyhol					

purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

BCS Insurance Company

Oakbrook Terrace, Illinois

MASTER POLICY BLANKET HEALTH POLICY

This Master Policy (hereafter referred to as Master Policy or Policy) is issued to the Policyholder named in the Policy Schedule. It takes effect on the Policy Effective Date shown in the Policy Schedule.

In return for the payment of premium, BCS Insurance Company ("the Company") will pay the benefits which this Master Policy provides for persons insured hereunder for certain losses, as specified in the DESCRIPTION OF BENEFITS, for loss due to Injury that occurs while this Policy and the Covered Person's coverage are in force. The Master Policy is delivered in and is subject to the laws of the state in which it is issued.

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

This is a legal contract between the Policyholder and the Company. READ THIS MASTER POLICY CAREFULLY.

Signed for the BCS Insurance Company.

TengHucket

HFBLucham, TI

POLICY SCHEDULE

POLICYHOLDER:	PNC Bank, Trustee of the Family Insurance Trust			
POLICY NUMBER:	MST-01001-029A			
POLICY EFFECTIVE DATE:	September 1, 2017			
POLICY TERM:	The period beginning on the Policy Effective Date and ending at 11:59 P.M. on August 31, 2018.			
PREMIUM DUE DATE:	The Policy Effective Date and each succeeding interval			
ADMINISTRATOR:	Myers-Stevens & Toohey & Co., Inc. 26101 Marguerite Parkway Mission Viejo, CA 92692-3203 Phone: 1-800-827-4695			
RENEWABILITY:	Non-Renewable			
PARTICIPATING ORGANIZATION(S):	Organization of Self Insured Schools (OSS)			

TABLE OF CONTENTS

Eligibility Page 3
Premium Schedule Page 3
Schedule of Benefits Page 4
Definitions Page &
Participating Organization Effective and Termination Dates Page 6
Individual Insuring Provisions Page 6
Coverage Descriptions
School-Time Accident-Only Coverage including Interscholastic Athletics
Description of Benefits
Medical Expense Benefit - Injury Page 7
Emergency Sickness Benefit Page 9
Felonious Assault BenefitPage 9
HMO WaiverPage 9
Mandated BenefitsPage 9
General Exclusions Page 10
General Provisions Page 12
Premium Provisions Page 12
Claim Provisions Page 12

Amendatory Rider 28.805-1(CA)

ELIGIBILITY

The Eligible Persons are:

Eligible Class	Description
Class 1	Students, Pre-school through Grade 12

Eligible Classes may be afforded the following blanket Coverages:

<u>Coverage Description</u> School-Time Accident-Only Coverage, including Interscholastic Athletics Eligible Classes Class 1

PREMIUM SCHEDULE

<u>Coverage</u>

Rate

School-Time Accident-Only Coverage Including Interscholastic Athletics

<u>Annual Aggregate Premium</u> As shown on the Application and Participation Agreement

SCHEDULE OF BENEFITS

BENEFITS

The benefits payable are as defined in and subject to all provisions of this Policy and any attached endorsements or amendatory riders. The Coverages applicable to an individual Covered Person are the blanket Coverages for which the Participating Organization has applied and paid the required premiums.

This insurance does not apply to the extent that trade or economic sanctions or regulations prohibit us from providing insurance, including but not limited to, the payment of claims.

The Company's liability for benefits due to Covered Expenses incurred for Treatments and services or supplies resulting from a covered Injury or Emergency Sickness will be limited in the manner shown on the Schedule of Benefits. In the event that this plan pays excess to any other medical or service contract, self-funded plan, automobile medical payment coverage, or any plan under federal, state or local law (except Medicaid), (See Excess Provision on page 8) and the other plan's benefit is payable for the covered Injury or Emergency Sickness, the Deductible amount and Co-Insurance Percentage that is applicable under this Policy will be modified by the amount payable by any other plan. In no event will the total benefits paid under this Policy and under any other plan covering the same loss exceed total Covered Expenses.

Medical Expense Benefit – Injury (includes Emergency Sickness Benefit)				
Benefits are payable on the following basis: Excess (See Excess Provision on page 8 and HMO Waiver Provision on page 9).				
However, the HMO Waiver Provision is modified as follows: If the Covered Person seeks treatment (other than emergency care				
treatment including ambulance or paramedic transport and diagnosis) from providers not authorized by the HMO plan, the benefit				
under this policy will be 50% of the amount otherwise payable for such charges if the insured did not have the HMO coverage.				
Applicable Coverages:	School-Time Accident-Only Coverage			
Deductible Amount, per Accident	\$0			
Coinsurance Rate:	100%			
Maximum Benefit Amount for all Covered Expenses, per Accident:	\$2,500			
Other Benefit Maximums:				
All Covered Medical Expenses for Treatment of aggravation of an				
Injury sustained while the Covered Person was not insured under this	\$500 per Policy Term			
Policy:				
Emergency Sickness Benefit:	\$1,000 per occurrence			

II.	Felonious Assault Benefit	
	Applicable Coverage:	School-Time Accident-Only Coverage
	Maximum Benefit Amount for Psychiatric/Psychological Counseling:	\$5,000

DEFINITIONS

Accident means a sudden, unexpected and unintended incident. "Covered Accident" means an Accident that results in Injury or loss covered by this Policy.

Covered Person means an Insured Person for whom application is made and who is approved to participate in the benefit plans issued under this Policy, provided the required premium for such insurance is paid when due.

Emergency Sickness means a Sickness of such a nature that failure to get immediate medical care could put the person's life in danger or cause serious harm to the person's bodily functions.

Felonious Assault means an act of violence directed against a Covered Person that results in a bodily Injury for which: (1) a Covered Person requires and seeks medical treatment; and (2) a written report from an authorized representative of the School is filed with the police within 24 hours of the assault.

Hospital means a legally constituted institution that: (1) has organized facilities for the care and Treatment of sick or injured persons on a registered Inpatient basis, including facilities for diagnosis and surgery under the supervision of a staff of one or more licensed Physicians; and (2) provides 24-hour nursing service by Registered Nurses on duty or call.

Injury means accidental bodily harm sustained by the Covered Person that results directly from an Accident (independently of all other causes) and occurs while coverage under this Policy is in force.

Inpatient means confinement for which the Covered Person is charged at least one full day's room and board.

Insured Person means any Eligible Person who makes application for, or for whom application is made and who is approved to participate in the benefit plans issued under this Policy, provided the required premium for such Person's insurance is paid when due.

Intensive Care Unit means a section, ward, or wing within a Hospital which is separated from other Hospital facilities and (1) is operated exclusively for the purpose of providing professional Treatment for critically ill patients; (2) has special supplies and equipment necessary for such Treatment which are available on a standby basis for immediate use; (3) provides room and board, and constant observation by registered graduate nurses or other specially trained Hospital personnel; and (4) is not maintained for the purpose of providing normal post-operative recovery Treatment or service.

Medically Necessary or Medical Necessity means the services or supplies provided by a Hospital, Physician, or other provider that are required to identify or treat an Injury and which, as determined by the Company, are: (1) consistent with the symptoms or diagnosis and Treatment of the Injury; (2) appropriate with regard to standards of good medical practice; (3) not solely for the convenience of the Covered Person; (4) the most appropriate supply or level of service which can be safely provided. When applied to the care of an Inpatient, it further means that the Covered Person's medical symptoms or condition requires that the services cannot be safely provided as an Outpatient.

Nurse means a person who has been registered or licensed to practice by the State Board of Nurse Examiners or other state authority in the state where the person works, and who is practicing within the scope and limitation of that license. The term Nurse will not include the Covered Person or the Covered Person's spouse, children, brothers, sisters, or parents, or any person residing in the Covered Person's household.

Outpatient Surgical Facility means a surgical or medical center, which has (1) permanent facilities for surgery; (2) organized medical staff of Physicians and registered graduate nurses; and (3) is authorized by law in the jurisdiction in which it is located to perform surgical services and is licensed (if no license is required, officially approved) under that law.

Physician means a practitioner of the healing arts who is duly licensed and who is treating within the scope and limitation of that license. The term Physician will not include the Covered Person or a Covered Person's spouse, children, brothers, sisters, or parents, or any person residing in the Covered Person's household.

School means any facility under the management of the Participating Organization which operates for the purpose of educating its students.

School Activity means any activity that is sponsored and under the direct, immediate supervision of the School which: (1) the School requires the Covered Person to attend; or (2) is under the sole control and supervision of School authorities. It does not include an activity that is under joint sponsorship or supervision arrangement with any non School group.

School Vehicle means a school bus or other vehicle operated and owned or leased by the School.

School Year means the time period indicated on the attached Participation Agreement and Application to the Company.

Sickness means illness or disease contracted by and causing loss to the Covered Person whose Sickness is the basis of claim. Any complications or any condition arising out of a Sickness for which the Covered Person is being treated or has received Treatment will be considered as part of the original Sickness.

Treatment means a specific in-office or Hospital physical examination of, or care rendered to, the Covered Person.

Usual, Customary, and Reasonable Charges: "Usual" means those charges made by a provider for services and supplies rendered to all patients for the same or similar Injury; "Customary" means those charges made by the majority of providers in the area for the same or similar services or supplies. "Reasonable" means those charges that do not exceed the majority of prevailing fees in the area for the same or similar services or supplies. Area means a county or larger geographically significant area as determined by the Company.

PARTICIPATING ORGANIZATION EFFECTIVE AND TERMINATION DATES

Participating Organization Effective Date. The Participating Organization's coverage under the Policy takes effect at 12:01 a.m. on the Participating Organization Effective Date indicated on the Participation Agreement.

Coverage Termination by the Company. The Company may terminate the Participating Organization's coverage under the Policy on any premium due date.

The Company will provide 31 days advance written notice of its intent to terminate by mail or personal delivery. Termination will take effect at 11:59 p.m. on the date of termination.

Coverage Termination by the Participating Organization. The Participating Organization may terminate coverage under the Policy by mailing or delivering to the Company written notice at least 31 days in advance of the termination date. Termination will take effect at 11:59 p.m. on the termination date specified in such notice but no sooner than 31 days after the mailing or delivery of such written notice to the Company.

Coverage Termination by Both Parties. Coverage under the Policy may be terminated at any time by the mutual written consent of the Participating Organization and the Company.

Coverage Termination for Non-Payment of Premium. If any premium is not paid by the end of the grace period, coverage under the Policy will automatically terminate as of the premium due date.

INDIVIDUAL INSURING PROVISIONS

Eligible Persons: The persons eligible for coverage are all persons denoted in the classifications described in the Eligibility Section.

When Coverage Begins: Any such Eligible Person will automatically become an Insured Person with respect to the coverage under this Policy at 12:01 A.M. on the latest of the following dates:

- 1. the Policy Effective Date, or
- 2. the Participating Organization's effective date, or
- 3. the date such Person comes within a classification of Eligible Persons, or
- 4. the first day following the date that a completed enrollment form (if any) and the required premium payment for such Person's coverage are received by the Company.

When Coverage Ends: Coverage with respect to any Insured Person will end at 11:59 P.M. on the earliest of the following dates:

- 1. the date this Policy is terminated, or
- 2. the premium due date, if the required premium is not paid within 31 days following such premium due date; or
- 3. the date such Person ceases to come within any classification of Eligible Persons; or
- 4. the Coverage Expiration Date contained in the applicable COVERAGE DESCRIPTION; or
- 5. the date the Participating Organization's coverage under the Policy ends.

Coverage ending will not affect a claim for: (1) a covered accidental death or dismemberment loss due to an Accident that occurred while coverage was in effect as to the Insured Person; and (2) a covered expense due to an Injury occurring while coverage was in effect as to the Insured Person.

COVERAGE DESCRIPTIONS

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

SCHOOL-TIME ACCIDENT-ONLY COVERAGE

Effective Term: This coverage will begin with respect to a Covered Person on the date described in the applicable provision titled When Coverage Begins (in the section titled INDIVIDUAL INSURING PROVISIONS) or, if later, at 12:01 A.M. on the first day of regular classes in the current School Year. (However, coverage for interscholastic athletics may begin earlier if official practice begins before the first day of school, provided all other insuring provisions are met.). It ends on the Coverage Expiration Date.

Coverage Expiration Date: The date described in the applicable provision titled When Coverage Ends in the section titled INDIVIDUAL INSURING PROVISIONS or, if earlier, at 11:59 P.M. on the closing date of regular classes in the current School Year. Coverage will be extended beyond the closing date of regular classes for summer academic School Activities. Coverage for interscholastic athletic activities ends the first day of official practice for the following School Year's interscholastic athletics.

Description of Hazards: The hazards against which insurance is provided while this Policy and this Coverage are in force are Injuries occurring to the Covered Person while:

- 1. on School premises:
 - a. during the hours and on the days when the School's regular classes are in session, including one hour immediately before and one hour immediately after regular classes, while the Covered Person is continuously on the School premises; or
 - b. during the hours or on the days when the School's regular classes are not in session and while the Covered Person is participating in or attending any School Activities including summer academic activities and field trips and interscholastic athletic activities and non-contact spring football; however excluding practice or play of interscholastic tackle football.
- 2. away from School premises (other than traveling) while the Covered Person is participating in or attending any one-day or multi-day School Activities.
- 3. traveling directly and without interruption to or from:
 - a. residence and School for regular attendance during the Policy Term; or
 - b. School and off campus site to participate in School Activities provided travel is arranged by and at the direction of the School.
- 4. traveling in School Vehicles at any time.

DESCRIPTION OF BENEFITS

MEDICAL EXPENSE BENEFIT - INJURY

When Benefits are Payable: The Company will pay benefits for those Covered Expenses incurred by the Covered Person for Injury sustained while insured under this Policy and in accordance with the Coverage(s) to which this Benefit applies, provided the first such Covered Expense is incurred within 30 days after the date of the Accident.

Covered Expenses must be incurred within 52 weeks after the date of the Accident. In the event an Injury requires the removal of surgical pins, or continued Treatment of serious burns or Treatment of non-union or mal-union of a fracture, the benefit period is extended to 104 weeks. A Covered Expense will be deemed to have been incurred when the service, supply or Treatment to which it relates is provided.

Amount of Benefits Payable: The amount of the benefit payable will be the eligible Covered Expenses incurred in excess of the Deductible Amount (if any) shown on the Schedule of Benefits, subject to:

- 1. any Coinsurance Rate applicable to such Covered Expense,
- 2. any maximum amount payable for a specific Covered Expense; and
- 3. any Maximum Benefit Amount payable for all such Covered Expenses.

These amounts, if applicable, are as shown on the Schedule of Benefits.

Payment of this benefit is subject to all other terms and conditions of this Policy.

Excess Provision: The Company's liability for benefits due to Covered Expenses incurred for Treatments and services or supplies resulting from a covered Injury will be limited in the manner shown on the Schedule of Benefits. When a Covered Expense is subject to this Excess Provision, the Company's liability is limited to that part of the Expense, if any, which is in excess of the total benefits payable for the same loss, on a provision of service basis or on an expense incurred basis under any other collectible policy or service contract, unless otherwise herein provided.

Covered Expenses: Covered Expenses will be limited to the Usual, Customary and Reasonable Charges incurred by the Covered Person for Medically Necessary care and Treatment, including:

- 1. Room and Board: (a) daily semi-private room rate when confined in a Hospital as an Inpatient; and (b) general nursing care provided and charged for by the Hospital.
- Hospital Miscellaneous services and supplies: (a) while confined in a Hospital as an Inpatient; or (b) as a
 precondition for being confined in a Hospital as an Inpatient. Eligible services and supplies include: the cost of
 an operating room; laboratory tests; X-ray examinations (not treatment); anesthesia; drugs (excluding take
 home drugs) or medicines; therapeutic services; and supplies.
- 3. Inpatient Physiotherapy.
- 4. Inpatient Surgery: Physician's services for Inpatient surgery. If two or more procedures are performed through the same incision or in immediate succession at the same operative session: (a) the maximum amount paid for the secondary procedure will be 50% of the allowable benefit for that procedure; and (b) the maximum paid for a tertiary procedure will be 25% of the allowable benefit for the tertiary procedure. Covered Expenses for surgery will be paid under this Inpatient surgery benefit or under the outpatient surgery benefit, but not both.
- 5. Inpatient Anesthesiologist Services: in connection with Inpatient surgery.
- 6. Inpatient Registered Nurse's Services: (a) private duty nursing care only; (b) while confined in a Hospital as an Inpatient; (c) ordered by a licensed Physician; and (d) a Medical Necessity. General nursing care provided by the Hospital is not covered under this benefit.
- 7. Inpatient Physician's Visits: when confined in a Hospital as an Inpatient. Benefits do not apply when related to surgery. Covered Expenses for Physicians' visits will be paid under this Inpatient Physician's visits benefit or under the outpatient Physician's visits benefit, but not both on the same day.
- 8. Outpatient Surgery: Physician's services for outpatient surgery. If two or more procedures are performed through the same incision or in immediate succession at the same operative session: (a) the maximum amount paid for the secondary procedure will be 50% of the allowable benefit for that procedure; and (b) the maximum paid for a tertiary procedure will be 25% of the allowable benefit for the tertiary procedure. Covered Expenses for surgery will be paid under this outpatient surgery benefit or under the Inpatient surgery benefit, but not both.
- Scheduled Outpatient Surgery Miscellaneous: in connection with scheduled outpatient surgery. Eligible services and supplies include: the cost of the operating room; anesthesia; drugs or medicines; therapeutic services; and supplies, for such surgery performed in a Hospital, an Outpatient Surgical Facility, or Physician's office.
- 10. Outpatient Anesthesiologist Services: in connection with scheduled outpatient surgery.
- 11. Outpatient Physician's Visits: Benefits do not apply when related to surgery or physiotherapy.
- 12. Outpatient Physiotherapy: Service must be prescribed by a licensed physician for a stated number of visits.
- 13. Outpatient Medical Emergency: use of the emergency room and supplies.
- 14. Outpatient Diagnostic X-ray Services: separate maximums apply to positive and negative X-rays. Diagnostic X-rays are only those procedures identified in <u>Physicians' Current Procedural Terminology</u> (CPT).
- 15. Outpatient Laboratory Procedures: laboratory procedures are only those procedures identified in <u>Physicians'</u> <u>Current Procedural Terminology</u> (CPT).
- 16. Outpatient Tests and Procedures: diagnostic services and medical procedures when performed by a Physician (excluding Physician's visits; physiotherapy; X-rays; and laboratory procedures).
- 17. Outpatient Injections: when (a) administered in a Physician's office; and (b) charged on the Physician's statement.

- 18. Outpatient Prescription Drugs.
- 19. Professional Ambulance Services: From the site of an emergency directly to the Hospital.
- 20. Outpatient Braces and Appliances: a) when prescribed by a Physician; and b) a written prescription accompanies the claim when submitted. Replacement braces and appliances are not covered. Braces and appliances include durable medical equipment, which is equipment, that: a) is primarily and customarily used to serve a medical purpose; b) can withstand repeated use; and c) generally is not useful to the person in the absence of Injury or Sickness. No benefits will be paid for rental charges in excess of purchase price.
- 21. Inpatient and outpatient Consultant Physician Services: when requested and approved by the attending Physician.
- 22. Dental Treatment: when (a) performed by a Physician and (b) made necessary by Injury to teeth.
- 23. Other Expense: if applicable and as noted on the Schedule of Benefits.

EMERGENCY SICKNESS BENEFIT (applicable under School-Time Accident-Only Coverage)

The Company will pay benefits for Covered Expenses incurred by the Covered Person for an Emergency Sickness commencing during the period of time for which the applicable Coverage is purchased. Covered Expenses will be limited to the Usual, Customary and Reasonable charges incurred for Medically Necessary medical, dental or Hospital care rendered within 24 hours after onset of the Emergency Sickness. The amount of the benefit payable for any one Emergency Sickness will be the Covered Expenses in excess of the Deductible Amount (if any) shown in the Schedule of Benefits, subject to: (1) the Coinsurance Rate applicable to such Covered Expense; (2) any maximum amount payable for a specific Covered Expense; (3) the Emergency Sickness Benefit Maximum; and (4) the Maximum Benefit Amount for all such Covered Expense. The Coinsurance Rate and maximums, if applicable, are shown on the Schedule of Benefits. Payment of this benefit is subject to all other terms and conditions of this Policy.

FELONIOUS ASSAULT BENEFIT

We will pay the Felonious Assault Benefit if the Covered Person incurs a loss payable in accordance with the Coverage to which this Benefit applies as a result of a Felonious Assault. The benefit payable shall be the actual charges incurred by the Covered Person, not to exceed 100% of the Usual, Customary and Reasonable Charges for such Psychiatric or Psychological Counseling up to the maximum amount shown in the Schedule of Benefits.

HMO WAIVER

In the event that a Covered Person has coverage under a Health Maintenance Organization or other health services program and does not seek treatment authorized by such Health Maintenance Organization or other health service program, benefits under the Policy will be excess to the benefits that would have been provided had the Insured Person properly applied for such benefits or sought treatment authorized by such Health Maintenance Organization or other Organization or other such service program.

MANDATED BENEFITS

Home Health Care Benefits

Expenses incurred by a Covered Person for Home Health Care as described below are considered Covered Expenses and will be payable under this Policy to the same extent as any other Covered Expenses incurred for the Treatment of a covered Injury.

"Home Health Care" means those nursing and other home health care services rendered to a Covered Person who is the patient in the Covered Person's place of residence, under the following conditions:

- 1. on a part-time and intermittent basis, except when full-time or 24-hour services are needed on a short-term (no more than 3 days) basis; and
- 2. if continuing hospitalization would have been otherwise required if home health care were not provided; and

3. pursuant to a Physician's written order and under a plan of care established by the responsible Physician working with a Home Health Care Provider. The physician must review the plan monthly and certify monthly that continued confinement in a Hospital would otherwise be required. That Physician may not be related to the Home Health care provider by ownership or contract. All care plans must be established within 14 days following commencement of home health care.

"Home Health Care Provider" means an agency that is licensed as a home health agency.

"Home Health Care Services" means any of the following services which are Medically Necessary to achieve the plan of care referred to in condition (3) above and are provided for the care of the Covered Person: nursing care (furnished by or under the supervision of a Registered Nurse); physical therapy; occupational therapy; medical social work; nutrition services; speech therapy; home health aide services; medical appliances and equipment, drugs and medications, laboratory services and special meals, to the extent such items and services would be covered by this Policy if the Covered Person were in a Hospital; and any diagnostic or therapeutic service, including surgical services performed in a Hospital outpatient department, a Physician's office or any other licensed health care facility, to the extent such service would be covered by this Policy if performed while the Covered Person was confined in a Hospital as an Inpatient, provided that service is performed as part of the plan of care.

Limitations - Home Health Care Benefits are subject to the following limitations:

- 1. services must follow a Hospital confinement of at least 3 consecutive days. Services must begin not more than 3 days after the end of that confinement.
- 2. any visit by a member of a home health care team on any day will be considered one home health care visit. Benefits will be provided for no more than 60 home health care visits in any period of 12 consecutive months.
- 3. the amount payable for a home health care visit will not exceed for each of the first three days on which services are provided the daily room and board benefit provided by this Policy during the prior Hospital confinement; for each subsequent day of such services, the amount payable will not exceed one-half of the daily room and board benefit provided by this Policy during the prior Hospital confinement.
- 4. the services and supplies must be furnished and charged for by a Home Health Care Provider.

Payment of this benefit is subject to all other terms and conditions of this Policy.

GENERAL EXCLUSIONS

Benefits are not payable under this Policy for any of the following or loss that results there from:

- 1. Dental care or Treatment for damage to or loss of dentures or bridges or damage to existing orthodontic equipment. This exclusion does not apply to care of teeth and gums required due to an Injury resulting from an Accident while the Covered Person is insured under this Policy.
- 2. War or any act of war, declared or undeclared.
- 3. Participation in a riot or civil disorder; fighting or brawling, except in self-defense; commission of or attempt to commit a felony or violating or attempting to violate any duly enacted law.
- 4. Suicide, attempted suicide or intentionally self-inflicted Injury while sane or insane.
- 5. Injury or Emergency Sickness contributed to by the use of alcohol or drugs unless taken in the dosage and for the purpose prescribed by the Covered Person's Physician.
- 6. Practice or play in interscholastic tackle football; interscholastic sports; semi-professional sports; or professional sports (except as specified in the Coverage Descriptions).
- 7. Treatment, services or supplies provided by: a Hospital or facility owned or run by the United States Government, unless a charge is made for such services in the absence of insurance; or in a Hospital which does not unconditionally require payment.
- 8. Injury or Emergency Sickness covered by Worker's Compensation or Employer's Liability Laws, or by any coverage provided or required by law including, but not limited to group, group type, and individual automobile "No-Fault" coverage (excluding School Vehicle coverage).
- 9. Treatment or services provided by any member of the Covered Person's immediate family; or for which no charge is normally made.
- 10. Treatment, services or supplies provided by the School's infirmary or its employees, or Physicians who work for the School.
- 11. Treatment, services or supplies provided or paid for by any governmental program or law, except Medicaid.

28.203

- 12. Treatment of Sickness, ailment, or infections (except pyogenic infections or bacterial infections which result from the accidental ingestion of contaminated substances).*
- 13. Injury sustained as a result of riding in or on, entering or alighting from, a two or three-wheeled motor vehicle.
- 14. Treatment of detached retina (unless directly caused by an Injury).*
- 15. Treatment of osteomyelitis, pathological fractures, or hernia.*
- 16. Any Expenses related to the treatment of tonsils, adenoids, epilepsy, seizure disorder, or congenital weakness.
- 17. Supplies, except as otherwise provided in the Policy.
 - * These Exclusions do not apply to the Emergency Sickness Benefit.

GENERAL PROVISIONS

ENTIRE CONTRACT; CHANGES: This Policy (including any endorsement or amendments), the signed application of the Policyholder (a copy of which will be attached to this Policy at issue), applications by Participating Organizations and the individual applications of Covered Persons, if any, constitute the entire contract. All statements made by the Policyholder, Participating Organizations or Covered Persons will be treated as representations and not warranties. No such statement will void the insurance, reduce the benefits, or be used in defense of a claim for loss incurred unless it is contained in a written application. To be valid, any change or waiver must be in writing, must be signed by our President or Secretary and must be attached to this Policy. No agent has authority to change this Policy or to waive any part of this Policy.

CLERICAL ERROR: If a clerical error is made, it will not affect the insurance of any Covered Person. No error will continue the insurance of a Covered Person beyond the date it should end under the terms of this Policy.

EXAMINATION OF RECORDS AND AUDIT: The Company will be permitted to examine and audit the Policyholder's books and records at any time during the Policy Term and within two years after the final termination of this Policy, insofar as they relate to premium or subject matter of this insurance.

CONFORMITY WITH STATE LAWS: On the effective date of this Policy, any provision that is in conflict with laws in the state in which it is issued is amended to conform to the minimum requirements of such laws.

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

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

- 1. the two-year period after the expiration of the Policy; or
- 2. the final adjustment and settlement of all claims under the Policy.

NOT IN LIEU OF WORKERS' COMPENSATION: This Policy is not a Workers' Compensation policy. It does not provide Workers' Compensation benefits.

POLICY TERMINATION: The Policy will continue in force while the required premiums are paid until either the Company or the Policyholder terminates the policy. At least 31 days advance written notice is required to terminate this Policy by either party.

CERTIFICATES: When required by applicable law, the Company will issue to the Policyholder, for delivery to each Insured Person, a certificate containing the principal terms of the Participating Organization's coverage under this Policy.

PREMIUM PROVISIONS

Premium: The first premium payment is due on the date indicated on the Policy Schedule. Any subsequent premium is due as indicated on the Policy Schedule.

Reporting Requirements: The Policyholder or its authorized agent must report to the Company, by the premium due date:

- 1. the names of all persons insured on the Policy Effective Date;
- 2. the names of all persons who are insured after the Policy Effective Date;
- 3. the names of those persons whose insurance has terminated; and
- 4. additional information required as agreed to by the Company and the Policyholder.

Grace Period: A grace period of 31 days is granted for each premium due after the first. Coverage will stay in force during this period unless notice has been sent, in accordance with the Policy Termination provision, of the intent to terminate coverage under the Policy. Coverage will end if the premium is not paid by the end of the grace period.

Changes in Rates: The Company has the right to change the premium rates on the earliest of any premium due date:

- 1. after the first 12 months the Policy is in effect;
- 2. coinciding with a change in the coverage provided or classes eligible; or
- 3. coinciding with a change in the risks we have assumed;

and on any premium due date thereafter.

The Company will give 31 days written notice of any change under (1) above. Notice will be sent to the Policyholder's most recent address in the Company's records.

SUBROGATION

If the covered person is injured or becomes ill through the act or commission of another person, and if benefits are paid under this Policy due to that injury or Sickness, then to the extent the Covered Person recovers for the same Injury or Sickness from a third party, the Covered Person's insurer, or the Covered Person's uninsured motorist insurance, BCS Insurance Company will be entitled to a refund of all benefits it has paid up to the amount of such recovery. Further, BCS Insurance Company has the right to offset subsequent benefits payable to the Covered Person under the Policy against such recovery.

CLAIM PROVISIONS

NOTICE OF CLAIM: A claimant must give the Company or our authorized representative written notice of claim within 90 days after the date any loss occurs which is covered by this Policy. If notice cannot be given within that time, it must be given as soon as reasonably possible. This notice should identify the Covered Person and the Policy Number.

CLAIM FORMS: Upon receiving written notice of claim, the Company or our authorized representative will send claim forms to the claimant within fifteen days. If such forms are not furnished the claimant will satisfy the requirements of written proof of loss by sending the written proof as shown below. The proof must describe the occurrence, extent and nature of the loss.

WRITTEN PROOF OF LOSS: Written proof of loss must be sent to the agent authorized to receive it. Written proof must be given within 90 days after the date of loss. If it cannot be provided within that time, it should be sent as soon as reasonably possible. In no event, except in the absence of legal capacity should proof of loss be sent later than one year from the time proof is otherwise required.

TIME PAYMENT OF CLAIMS: When the Company receives written proof of loss, any benefits due will be paid.

PAYMENT OF CLAIMS: If the Insured Person dies, any death benefits or other benefits unpaid at the time of death of the Insured Person will be paid to the beneficiary. If no beneficiary is on record with the Company or our authorized agent, payment will be made to the estate of the Insured Person. All other benefits will be paid to the Insured Person. If the Insured Person is (1) a minor; or (2) in our opinion, unable to give a valid release because of incompetence, the Company may pay any amount due to a parent, guardian, or other person actually supporting him. Any payment made in good faith will end our liability to the extent of the payment.

BENEFICIARY: The Insured Person may designate a beneficiary and has the right to change the beneficiary at any time by written notice. If the Insured Person is a minor, the Insured Person's parent or guardian may exercise this right for him. If changed, the new beneficiary designation will be effective when the Company or the

Administrator receives it. When received, the effective date is the date the notice was signed. The Company is not liable for any payments made by the Company before the change was received. The Company cannot attest to the validity of a change.

ASSIGNMENT: At the request of the Insured Person or if the Insured Person is a minor the Insured Person's parent or guardian, medical benefits may be paid to the provider of these services. Any payment made in good faith will end our liability to the extent of the payment.

PHYSICAL EXAMINATIONS AND AUTOPSY: The Company has the right to have a Physician of our choice examine the Covered Person as often as is reasonably necessary. This section applies while a claim is pending or while benefits are being paid. The Company also has the right to request an autopsy in case of death, unless the law forbids it. The Company will pay the cost of any examination or autopsy.

LEGAL ACTIONS: No lawsuit or action in equity can be brought to recover on this Policy: (1) before 60 days following the date proof of loss was furnished to the Company; (2) after three years following the date proof of loss is required.

BCS Insurance Company

AMENDATORY RIDER

The following changes are made solely with respect to residents of the state of California. This rider amends the policy and any applicable certificate to which it is attached, and takes effect and expires concurrently with the policy.

I. The section **"MANDATED BENEFITS"** in the Part titled **"DESCRIPTION OF BENEFITS"** is amended as follows:

The following subsection is hereby added to that section:

Second Opinion Coverage

Expenses incurred by a Covered Person for obtaining a second opinion are considered Covered Expenses and will be payable under this Policy to the same extent as any other Covered Expenses for a visit to a Physician, as well as associated expenses.

Payment of this benefit is subject to all other terms and conditions of this Policy.

II. The part titled SUBROGATION is hereby deleted in its entirety.

Nothing contained in this rider will alter, waive or extend the provisions, conditions or limitations of the policy, except as expressly stated above.

HFBLacham, TI

Limited Benefit, Please Read Carefully