

**GERBER LIFE INSURANCE COMPANY**  
1311 MAMARONECK AVENUE, WHITE PLAINS, NY 10605  
1 (800) 727-7642  
(Herein called the Company)

**Policy Number:** 13-060690-25

**Name and Address of Policyholder:** Pleasant Hill CUSD #3  
501 E Quincy Street  
Pleasant Hill, IL 62366

**Policy Effective Date:** September 14, 2025

**Policy Termination Date:** September 13, 2026

This Policy is a legal contract between the Policyholder and the Company.

This Policy describes the terms and conditions of insurance. This Policy goes into effect subject to its applicable terms and conditions at 12:01 A.M. on the Policy Effective Date shown above at the Policyholder's address. It will remain in effect for the duration of the Policy Term shown above if the premium is paid according to the agreed terms. This Policy terminates at 12:00 A.M., on the day following the last day of the Policy Term unless the Policyholder and the Company agree to continue coverage under this Policy for an additional Policy Term. The laws of the State of Issue shown above govern this Policy.

The Company and the Policyholder agree to all the terms of this Policy.

**Description**

Except where specifically stated otherwise, this Policy covers the Insured only for Injury sustained while:

1. Participating in or attending any Regularly Scheduled Activity of the School. The activity must be supervised by a person authorized by the School.
2. Traveling directly (uninterruptedly) to and from a Regularly Scheduled Activity with other members as a group. The travel must be supervised by a person authorized by the School.
3. Traveling directly (uninterruptedly) to and from the Insured's Residence and the meeting place for the purpose of participating in the Regularly Scheduled Activity.

**BLANKET STUDENT ACCIDENT POLICY**  
**THIS IS A LIMITED POLICY**  
**THIS POLICY PAYS BENEFITS FOR SPECIFIC LOSSES FROM ACCIDENT ONLY**  
**THIS POLICY DOES NOT PAY BENEFITS FOR LOSS CAUSED BY SICKNESS**  
**THIS POLICY IS NON-RENEWABLE**

**PLEASE READ YOUR POLICY CAREFULLY**

**SIGNED FOR GERBER LIFE INSURANCE COMPANY**



President and CEO



Secretary

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# **CATASTROPHIC ACCIDENT MEDICAL SCHEDULE OF BENEFITS**

## **Enhanced Plan (BSC 533)**

### **HOSPITAL AND PROFESSIONAL SERVICES BENEFITS**

The Injury must be treated within 180 days after the Accident occurs.

Services must be received within 5 years from the date of the Accident. Expenses incurred after 5 years from the date of the Accident are not covered even though the service is a continuing one or one that is necessarily delayed beyond 5 years from the date of the Accident.

#### **Maximums and Benefit Period (All maximums are subject to the COVERAGE and LIMITATIONS as stated below.)**

Maximum Aggregate Limit of Liability: \$3,000,000

Maximum Medical Expense Amount: \$3,000,000

Accidental Death, Dismemberment, or Loss of Sight, Speech and Hearing Benefit: \$15,000

    Single Dismemberment: \$10,000

    Double Dismemberment: \$15,000

Benefit Period: Five Years from the date of Accident

#### **Deductible**

The Deductible is: \$25,000. Medical Expenses payable under any Other Plan will be used to satisfy or reduce the Deductible.

Deductible Establishment Period: 2 years

#### **COVERAGE AND LIMITATIONS (All limitations are stated per Injury.)**

##### ***Hospital/Facility Services***

##### **Inpatient**

1. HOSPITAL ROOM AND BOARD: 100% of Reasonable Expenses up to the semi-private room rate
2. HOSPITAL INTENSIVE CARE: 100% of Reasonable Expenses
3. INPATIENT HOSPITAL MISCELLANEOUS: 100% of Reasonable Expenses
4. CONFINEMENT IN AN EXTENDED CARE FACILITY: 100% of Reasonable Expenses per calendar year to a maximum of \$365,000

##### **Outpatient**

1. OUTPATIENT HOSPITAL MISCELLANEOUS (Except Physician's services and x-rays paid as below): 100% of Reasonable Expenses
2. HOSPITAL EMERGENCY ROOM: 100% of Reasonable Expenses
3. FREE - STANDING AMBULATORY SURGICAL FACILITY: 100% of Reasonable Expenses
4. HOSPITAL EMERGENCY ROOM PHYSICIAN: 100% of Reasonable Expenses

##### ***Physician's Services***

1. SURGICAL: 100% of Reasonable Expenses
2. ASSISTANT SURGEON: 100% of Reasonable Expenses
3. ANESTHESIOLOGIST: 100% of Reasonable Expenses

4. PHYSICIAN'S NON-SURGICAL TREATMENT (EXCEPT AS IN 5. BELOW): 100% of Reasonable Expenses
5. PHYSICIAN'S OUTPATIENT TREATMENT IN CONNECTION WITH PHYSICAL THERAPY AND/OR SPINAL MANIPULATION: 100% of Reasonable Expenses to a maximum of \$100,000

**Other Services**

1. REGISTERED NURSES' SERVICES: 100% of Reasonable Expenses
2. PRESCRIPTIONS (DISPENSED BY A LICENSED PHARMACIST) - OUTPATIENT: 100% of Reasonable Expenses
3. LABORATORY TESTS - OUTPATIENT: 100% of Reasonable Expenses
4. X-RAYS (INCLUDES INTERPRETATION) - OUTPATIENT: 100% of Reasonable Expenses
5. DIAGNOSTIC IMAGING (MRI, CAT SCAN, ETC.) - INCLUDES INTERPRETATION: 100% of Reasonable Expenses
6. GROUND AMBULANCE: 100% of Reasonable Expenses
7. AIR AMBULANCE: 100% of Reasonable Expenses
8. DURABLE MEDICAL EQUIPMENT - INCLUDES ORTHOPEDIC BRACES AND APPLIANCES: 100% of Reasonable Expenses to a maximum of \$25,000
9. DENTAL TREATMENT: 100% of Reasonable Expenses for the treatment, repair or replacement of injured natural teeth, includes initial braces when required for treatment of a covered injury, as well as examination, x-rays, restorative treatment, endodontics, oral surgery and treatment for gingivitis resulting from trauma. When the dentist certifies that treatment will continue beyond the 52 week benefit period the Company will continue to cover the incurred expenses at 100% of Reasonable Expenses; provided such expenses are incurred within 2 years from the date of first treatment for Injury.
10. COMBINED HOME HEALTH AND CUSTODIAL CARE: 100% of Reasonable Expenses per calendar year to a maximum of \$100,000
11. TREATMENT OF MENTAL OR NERVOUS DISORDERS: 100% of Reasonable Expenses for Physician fees to \$50 per visit, 1 visit per day maximum, to a maximum of 50 visits per calendar year. Inpatient Hospital a maximum stay of up to 45 days.
12. PROSTHETIC DEVICES: Reasonable Expenses during the first two years after the Accident to a maximum of \$100,000. Reasonable Expenses are payable immediately thereafter and shall not exceed \$100,000 (\$200,000 if amputation of the leg is above the knee). The maximum benefit amount payable is \$200,000 (\$300,000 if amputation of the leg is above the knee).
13. ADJUSTMENT EXPENSE: \$30,000 maximum benefit subject to the following limitations:
  - a) Medically Necessary Family Counseling - \$70 maximum per visit with a maximum of 20 visits within 1 year of the Accident
  - b) Training - \$2,500 maximum. Services must begin within 1 year of the date of Accident.
  - c) Travel - \$2,000 maximum. Services must begin within 1 year of the date of Accident.
  - d) Lost Earnings – 75% of gross loss earnings not to exceed \$500 per week for no more than 13 weeks. Services must begin within 1 year of the date of Accident.
14. ANICILLARY ILLNESS OR INJURY EXPENSE: \$2,000 maximum per calendar year Deductible to a \$100,000 combined maximum for all Injuries and Illnesses.
15. ASSIMILATION EXPENSE: \$50,000 maximum, for up to 5 Immediate Family members. Services must begin within in 1 years of the date of Accident. The Deductible must be satisfied within 1 year of the date of Accident.

16. CATASTROPHIC TOTAL DISABILITY BENEFIT:

TOTAL DISABILITY EXPENSE: \$1,500 maximum per month for the first 12 months; \$1,500 maximum per month after the first 12 months; with a maximum benefit period of 10 years. Total Disability must begin within 12 months from the date of the Accident.

PARTIAL DISABILITY EXPENSE: \$1,000 maximum per month with a maximum benefit period of 10 years. Maximum Average Gross Monthly Earnings of \$2,500 for 6 months with a \$1,000 maximum after-tax monthly compensation. Partial Disability must begin within 12 months from the date of the Accident.

17. COLLEGE EDUCATION EXPENSE BENEFIT: \$100,000 maximum benefit

18. HEART OR CIRCULATORY MALFUNCTION: \$10,000 maximum benefit for loss of life

19. POST-INCIDENT CRISIS MANAGEMENT EXPENSE: \$10,000 per incident maximum aggregate for all persons affected.

20. SPECIAL EXPENSE: \$125,000 maximum.

21. VOCATIONAL REHABILITATION EXPENSE: \$100 maximum per hour to a maximum of \$20,000.

### **Other Benefits**

All **(Middle School or Jr. High)** interscholastic athletes, cheerleaders, band members, majorettes, student coaches, student managers and student trainers while: (a) participating in interscholastic sports practice and games or while conditioning on school premises for interscholastic sports; (b) acting as a student coach, student manager or student trainer during an interscholastic sports practice or game; (c) participating in cheerleading practice for an interscholastic sport or while cheerleading at an interscholastic game; (d) participating in band or majorette practice or while performing as a band member or majorette at a school sponsored event. Coverage and Limitations stated for Hospital and Professional Services for the Enhanced (BSC 533) option chosen by the School apply. All provisions in this Policy apply to this coverage. (Premium: \$197.50 (CPC 126))

All **(Senior High)** interscholastic athletes, cheerleaders, band members, majorettes, student coaches, student managers and student trainers while: (a) participating in interscholastic sports practice and games or while conditioning on school premises for interscholastic sports; (b) acting as a student coach, student manager or student trainer during an interscholastic sports practice or game; (c) participating in cheerleading practice for an interscholastic sport or while cheerleading at an interscholastic game; (d) participating in band or majorette practice or while performing as a band member or majorette at a school sponsored event. Coverage and Limitations stated for Hospital and Professional Services for the Enhanced (BSC 533) option chosen by the School apply. All provisions in this Policy apply to this coverage. (Premium: \$302.50 (CPC 120))

**Overnight Field Trip Coverage (151)** - Coverage and Limitations stated for Hospital and Professional Services for the Enhanced (BSC 533) option apply to all students participating in Overnight Field Trips, which are sponsored and supervised by the school. Travel is also covered when going directly and uninterruptedly to and from such activity. All provisions in this Policy apply to this coverage.

## DEFINITIONS

Key terms used in this Policy are defined below. They are capitalized wherever they appear in this Policy.

**Accidental Bodily Injury** (herein referred to as Injury) means injury or injuries sustained by the Insured which are the direct result of an accident, independent of disease or bodily infirmity, which occur while: 1) covered under this Policy while in force; and 2) must be sustained as stated on the face page of this Policy, except where specifically stated otherwise in this Policy.

**Average Gross Monthly Earnings** means the Insured's rate of pay per month as reported by his employer for work performed for the employer. Average Gross Monthly Earnings also include self-employment income.

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

1. Could be rendered safely by a person without medical skills; and
2. Provides a routine level of maintenance care designed mainly to help the patient with daily living activities, including (but not limited to):
  - a) personal care such as help in walking and getting in and out of bed; help with bathing; help with eating by spoon, tube or gastrostomy; exercising; dressing; enema and using the toilet;
  - b) homemaking such as preparing meals or special diets;
  - c) moving the patient;
  - d) acting as companion or sitter;
  - e) supervising medication which can usually be self-administered;
  - f) oral hygiene; and
  - g) ordinary skin and nail care; or
3. In the case of a Totally Disabled Insured, cannot be self-administered.

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

**Custodial Care Expense** means the Reasonable and Customary charges for Medically Necessary Custodial Care services or treatment.

**Deductible** means the Reasonable Expenses that are Medically Necessary which the Insured must incur, per Injury, before the Company pays any benefits under the Hospital and Professional Services Benefits provision.

**Dental Expense** means the Reasonable Expense for Medically Necessary repair or replacement of sound, natural teeth.

**Emergency** means:

1. A situation which requires hospitalization or medical care for an Injury caused by the sudden, unexpected onset of a medical condition with acute symptoms of sufficient severity and pain to require immediate medical care; and
2. In the absence of which one could reasonably expect that one or more of the following would occur:
  - (a) The Insured's health would be placed in serious jeopardy.
  - (b) There would be serious impairment of the Insured's bodily functions.
  - (c) There would be serious dysfunction of any of the Insured's bodily organs or parts.

**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 this Policy, the Insured's confinement in an Extended Care Facility must:

1. Start within five (5) days after the Insured has been continuously confined for at least five (5) days in a Hospital as a result of a covered Accident;
2. Be for treatment of the Injuries resulting from such covered Accident;
3. Be one during which a Physician's visits the Insured at least once every thirty (30) days;

4. Be certified to be Medically Necessary by the attending Physician; and  
Not be for routine Custodial Care.

**Free - Standing Ambulatory Surgical Facility** means any public or private establishment which:

1. Has an organized medical staff;
2. Has permanent facilities that are equipped and operated mainly for the purpose of performing surgical procedures;
3. Provides continuous services of Physicians and registered nurses, whenever a patient is in the facility; and
4. Does not provide services or other accommodations for patients to stay overnight.

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

1. 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
2. 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
3. Home Health Care services must commence within seven (7) days of discharge from a Hospital or Extended Care Facility or Rehabilitation Facility and be preceded by a Hospital or 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 the Insured's Immediate Family or by an individual who resides with the Insured, unless specifically agreed to by the Company. Home Health Care does not include Custodial Care Expense.

**Hospital** means an institution that meets all of the following:

1. It is licensed as a Hospital pursuant to applicable law;
2. It is primarily and continuously engaged in providing medical care and treatment to sick and injured persons;
3. It is managed under the supervision of a staff of medical doctors;
4. It provides 24-hour nursing services by or under the supervision of a graduate registered nurse (R.N.);
5. It has medical, diagnostic and treatment facilities, with major surgical facilities on its premises, or available on a prearranged basis; and
6. It charges for its services.

Hospital also means a psychiatric hospital as defined by Medicare. It must be eligible to receive payments under Medicare.

A Hospital is mainly not a place for rest, a place for the aged, a place for the treatment of drug addicts or alcoholics, or a nursing home.

**Immediate Family** means a person who is related to the Insured in any of the following ways: spouse, brother-in-law, sister-in-law, daughter –in-law, son-in-law, mother in-law, father-in-law, parent (includes stepparent), brother or sister (includes stepbrother or stepsister), or child (includes legally adopted or stepchild).

**Inpatient** means a person confined in a Hospital for at least one full day and charged room and board.

**Insured** means any person, attending a School, for whom insurance is in force under this Policy and when due, the required premium has been paid for. A person's insurance takes effect and terminates as stated in the Policy Effective Date and Policy Termination Date provision.

**Intoxication** means that which is defined and determined by the laws of the jurisdiction where the Injury or cause of the Injury was occurred.

**Loss** means Medical Expense incurred as a result of a covered Injury. With the respect to the Accidental Death, Dismemberment, or Loss of Sight, provision, Loss means loss of life, loss of hand, foot or sight, as described in that provision.



**Medical Expense** means the Reasonable Expense charged:

1. Of a professional ambulance service for Medically Necessary transportation to and from a Hospital;
2. Of a Physician for Medically Necessary care and treatment;
3. Of a Hospital for Medically Necessary inpatient services, including room and board (not exceeding the semi-private room rate for each day of confinement unless a private room is Medically Necessary);
4. For Medically Necessary hospital inpatient services and supplies, including intensive care services, and daily Hospital charges for personal Hospital services (including television, radio, telephone, barber, and beauty services to a maximum payment as shown in the Plan of Insurance);
5. For Medically Necessary out-patient and emergency room care and treatment;
6. For confinement in an Extended Care Facility;
7. For Home Health Care; and
8. 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 operating within the scope of his or her license.

**Medically Necessary** means medical and dental treatment which:

1. Are essential for diagnosis, treatment or care of the Injury or Accident for which it is prescribed or performed;
2. Meets generally accepted standards of medical practice; and
3. Are ordered by a Physician and performed under his or her care, supervision or order.

**Other Plan** means any other valid and collectible insurance or self-funded plan such as: individual and family type insurance coverage; group, blanket or franchise insurance, group hospital, medical service, pre-payment, trustee, Union Welfare; Blue-Cross, Blue Shield, group practice or other pre-payment coverage; labor-management plans, or employee benefit organization plans; self-funded ERISA plan, Workers' Compensation Law, Occupational Disease Law or any similar legislation; Medicare; or "No-Fault" auto legislation, where applicable.

**Outpatient** means an Insured receiving care from a Physician, a Hospital or a Free Standing Ambulatory Surgical Facility but who is not undergoing confinement and is not charged room and board.

**Paralysis/Paralyzed** means Quadriplegia, Paraplegia, Hemiplegia or Uniplegia that is expected to last for a continuous period of 6 months or more from the earlier of the date of the Accident causing Paralysis or the date of the diagnosis. "Quadriplegia" means the complete and irreversible Paralysis of both upper and lower limbs. "Paraplegia" means the complete and irreversible Paralysis of both lower limbs or both upper limbs. "Hemiplegia" means the complete and irreversible Paralysis of the upper and lower limbs of the same side of the body. "Uniplegia" means the complete and irreversible paralysis of one limb. "Limb" means entire arm or entire leg.

**Partial Disability** or **Partially Disabled** means the inability of the Insured who was engaged in an occupation before he became Totally Disabled, to perform all of the material duties of that occupation and to earn more than the maximum monthly earnings shown in the Schedule of Benefits.

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

**Physician** means a currently licensed practitioner of the healing arts performing within the scope of a license which is issued under the laws of the state of practice. It does not include the Insured or his/her Immediate Family.

**Reasonable Expense** means the average amount charged by most providers for treatment, service or supplies in the geographic area where the treatment, service or supply is provided. Such services and supplies must be recommended and approved by a Physician.

**Regularly Scheduled Activity** means the following School functions which are organized and scheduled solely by the School on or off School premises:

1. An activity which is under sole direct supervision of qualified School authorities; and
2. School sponsored and supervised travel to and from such an activity.

**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 rehabilitative 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.

**Residence** means the home or land on which the Insured's home is located.

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

**School** means the Policyholder named on the face page of this Policy.

**School Property** means the physical location of the covered School or the location of an activity or event approved by the covered School.

**Surgical Expense** means expense incurred for (1) a Surgical Procedure; (2) preoperative Medically Necessary treatment in connection with such procedure; and (3) usual postoperative treatment.

**Surgical Procedure** means (1) a cutting procedure; (2) suturing a wound; (3) treatment of a fracture; (4) reduction of a dislocation; (5) electrocauterization; (6) diagnostic and therapeutic endoscopic procedures; and (7) an operation by means of laser beam.

**Total Disability or Totally Disabled** means the Insured has suffered permanent loss of one or more of:

1. Speech;
2. Hearing in both ears;
3. Sight in both eyes;
4. Use of both arms;
5. Use of both legs;
6. Use of one arm and one leg; or
7. Motor or cognitive function resulting from brain stem or other neurological injury; and that permanent loss results in Insured's inability to:
  - a) Perform activities of daily living including eating, transferring, dressing, toileting, bathing, and continence without human supervision or assistance; or
  - b) Perform each and every duty of his occupation during the Initial Benefit Period; or

Perform each and every duty of any business or occupation for which he is reasonably fitted by education, training or experience, during the subsequent Benefit Period.

### **POLICY EFFECTIVE DATE AND POLICY TERMINATION DATE**

The insurance of each School or Insured who enrolls for insurance on or before the Policy Effective Date takes effect on the Policy Effective Date, provided the required premium has been paid. Insurance of any School or Insured enrolling for insurance after the Policy Effective Date takes effect on the date of application and the Company's receipt of the required premium.

The insurance of each School or Insured shall terminate on the earliest of: (1) the end of the period for which premium has been paid unless the renewal premium has been received by the Company or its authorized agent prior to or within 30 days of the next period of coverage; (2) the Policy Termination Date.

### **EXCLUSIONS**

No Benefits are payable for Hospital and Professional Services for the following:

1. Injuries which are not caused by an Accident.
2. Treatment for hernia, all types, regardless of cause, Osgood Schlatter's disease, or osteochondritis.
3. Injury sustained as a result of operating, riding in or upon, or alighting from a two-, three-, or four-wheeled recreational motor vehicle or snowmobile.
4. Aggravation, during a Regularly Scheduled Activity, of an Injury the Insured suffered before participating in that Regularly Scheduled Activity, unless the Company receives a written medical release from the Insured's Physician;
5. Injury sustained as a result of practice or play in interscholastic tackle football and/or sports, unless the premium required under the Football and/or Sports Coverage provision has been paid.

6. Any expense for which benefits are payable under a Catastrophic Accident Insurance Program of the State Interscholastic Activities Association.
7. Treatment performed by a member of the Insured's Immediate Family or by a person retained by the School.
8. Injury caused by war or acts of war; suicide or intentionally self-inflicted Injury, while sane or insane; violating or attempting to violate the law; the taking part in any illegal occupation; fighting or brawling except in self defense; being legally intoxicated or under the influence of alcohol as defined by the laws of the state in which the Injury occurs; or being under the influence of any drugs or narcotic unless administered by or on the advice of a Physician.
9. Medical expenses for which the Insured is entitled to benefits under any (a) Workers' Compensation act; or (b) mandatory no-fault automobile insurance contract; or similar legislation.
10. Expense incurred for treatment of temporomandibular joint dysfunction and associated myofacial pain.
11. Expenses incurred for experimental or investigational treatment or procedures.

### **EXCESS COVERAGE**

The Company will pay Reasonable Expenses that are not recoverable from any Other Plan. The Company will determine the amount of benefits provided by Other Plans without reference to any coordination of benefits, non-duplication of benefits, or similar provisions. The amount from Other Plans includes any amount, to which the Insured is entitled, whether or not a claim is made for the benefits. This Blanket Student Accident Insurance is secondary to all other policies.

This provision will not apply if (1) the total Reasonable Expenses incurred for Hospital and Professional Services Benefits are less than the amount stated in the Schedule of Benefits under Excess Coverage Applicability; and (2) coverage is purchased by the parents, guardian or student and premium is non-contributory and 100 percent of the participants are covered.

### **HOSPITAL AND PROFESSIONAL SERVICES BENEFITS**

The Company will pay Reasonable Expenses incurred for a covered Injury. The Injury must be treated within the number of days stated in the Schedule of Benefits. Services must be given: (1) by a Physician; (2) for Medically Necessary treatment; and (3) within the time limit stated in the Schedule of Benefits. Benefits are paid to the maximum stated in the Schedule of Benefits for any one Injury for Reasonable Expenses which are in excess of the Deductible. Benefits under this provision are subject to all other provisions of this Policy, including all Coverage and Limitations stated in the Schedule of Benefits, Maximums and Exclusions.

### **ACCIDENTAL DEATH, DISMEMBERMENT, LOSS OF SIGHT, SPEECH AND HEARING BENEFIT**

When a covered Injury results in any of the Losses to the Insured which are stated in the Schedule of Benefits for Accidental Death, Dismemberment, or Loss of Sight, Speech and Hearing, then the Company will pay the benefit stated in the schedule for that Loss. The Loss must be sustained within 365 days after the date of the Accident.

The maximum benefit payable under this provision is stated in the **Schedule of Benefits** under **Maximums and Benefit Period**:

Life

Both Hands or Both Feet or Sight of Both Eyes

Loss of One Hand and Entire Sight of One Eye

Loss of One Foot and Entire Sight of One Eye

Loss of One Hand or Foot

Loss of Sight in One Eye

Loss of Speech

Loss of Hearing (both ears)

Loss of Thumb and Index Finger of the Same Hand

Half of the maximum benefit will be paid for the Loss of one Hand, one Foot or the Sight of one eye.

Loss of Hand or Foot means the complete Severance through or above the wrist or ankle joint. Loss of Sight means the total, permanent Loss of Sight in One Eye. The Loss of Sight must be irrecoverable by natural, surgical or artificial means. Loss of Speech means total and permanent loss of audible communication which is irrecoverable by natural, surgical or artificial means. Loss of Hearing means total and permanent loss of ability to hear any sound in both ears which is irrecoverable by natural, surgical or artificial means. Loss of Thumb and Index Finger of the

Same Hand means complete Severance through or above the metacarpophalangeal joints of the same hand (the joints between the fingers and the hand)

If the Insured suffers more than one of the above covered losses as a result of the same Accident the total amount the Company will pay is the maximum benefit.

Benefits paid under this provision will be paid in addition to any other benefits provided by this Policy.

Benefits under this provision are subject to all other provisions of this Policy, including all Coverage and Limitations stated in the Schedule of Benefits, Maximums and Exclusions.

#### **ADJUSTMENT EXPENSE BENEFIT**

The Company will pay the benefit amount, as shown in the Schedule of Benefits, incurred on behalf of the Totally Disabled Insured after the date the Deductible is satisfied.

Adjustment Expenses are the Reasonable Expenses Incurred for:

1. Medically Necessary Family Counseling for the Immediate Family of the Insured. Family Counseling will be limited to the number of visits and amount per visit as shown in the Schedule of Benefits. Such counseling must be rendered during the period of time immediately following the date of the Accident to the Insured as shown in the Schedule of Benefits;
2. The expense for training, up to the maximum as shown in the Schedule of Benefits, of a member of the Immediate Family of the Insured to perform rehabilitative or custodial functions necessary to the care of the Insured; the training must occur during the period of time immediately following the date of the Accident to the Insured as shown in the Schedule of Benefits;
3. The expense, up to the maximum as shown in the Schedule of Benefits, per member, for travel by the Insured's Immediate Family between their Residence and the Insured's place of treatment which:
  - a. Occurs during the time period shown in the Schedule of Benefits immediately following the date of the Accident;
  - b. If by air, is on regularly scheduled commercial flights; and
4. Lost earnings by the Insured's parents, guardians or spouse, due to, and in connection with, an Accident. Loss of earnings by the Insured's spouse, or parent/guardian if the Insured is not married, will be limited to the percentage of gross lost earnings, as shown in the Schedule of Benefits, of the spouse or one parent/guardian only due to the Injury to the Insured, not to exceed an amount per week for a maximum number of weeks during the number of consecutive months following the date of the Accident as specified in the Schedule of Benefits. Gross earnings will be determined based on the Average Monthly Gross Earnings for the 12-month period immediately preceding the date of the Accident.

As provided above, family travel is limited to travel by not more than two members of the Insured'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 shown in the Schedule of Benefits up to the lesser of the amount shown in the Schedule of Benefits or the average weekly wage for the year preceding the Accident of one parent/guardian or the spouse of the Insured. Benefits under this provision are subject to all other provisions of this Policy, including all Coverage and Limitations stated in the Schedule of Benefits, Maximums and Exclusions.

#### **ANCILLARY ILLNESS OR INJURY EXPENSE BENEFIT**

The Company will pay the benefit amount, as shown in the Schedule of Benefits, as a result of an Injury or illness to a Totally Disabled Insured which occurs during the period he or she is receiving benefits in connection with an Injury. The expenses must result from a separate Injury unrelated to such Injury, or an illness of an Insured which first manifests itself during the period he or she is receiving benefits hereunder. Benefits under this provision are subject to all other provisions of this Policy, including all Coverage and Limitations stated in the Schedule of Benefits, Maximums and Exclusions.

#### **ASSIMILATION EXPENSE BENEFIT**

The Company will pay the benefit amount, as shown in the Schedule of Benefits, subject to the following conditions and Exclusions, while the Insured is receiving Total Disability Benefits and are Totally Disabled from a covered Accident.

Assimilation Expense Benefits will be payable for:

1. The Insured's participation in an Assimilation Program necessitated by a covered Accident to the spinal cord, nervous system or by a closed head injury sustained in a Accident; and

2. Travel Expenses when the Insured and Immediate Family, up to the number shown in the Schedule of Benefits, travel to and from the location at which the Insured is a participant in an Assimilation Program.

Participation in an Assimilation Program must be prescribed by a Physician and begin within the time period specified in the Schedule of Benefits. Benefits will be paid directly to:

1. The facility providing the Assimilation Program as payments are due;
2. After the Insured's participation has begun; and
3. The persons who incur expenses for travel, provided proof of the expense is submitted to the Company.

Payment of benefits will end on the earliest of:

1. The date the Insured completes the Assimilation Program;
2. The date the Insured is no longer Totally Disabled;
3. The date the Insured is no longer receiving Total Disability benefits;
4. The date the Insured dies; and
5. The date any maximum benefit limit shown on the Schedule of Benefits is reached.

**Definitions** For purposes of this Benefit:

**Assimilation Program** means a specialized, intensive rehabilitation program at an accredited medical facility specializing in research, surgery and training of persons with spinal cord, nervous system or closed head injuries.

**Family Travel** means travel by an Immediate Family Member's motor vehicle, regularly scheduled commercial airline, train or bus. Expenses for family travel include mileage and tolls, general coach fares, and reasonable costs of lodging, meals and car rental for the Insured's Immediate Family.

Benefits under this provision are subject to all other provisions of this Policy, including all Coverage and Limitations stated in the Schedule of Benefits, Maximums and Exclusions.

### **CATASTROPHIC TOTAL DISABILITY BENEFIT**

The Company will pay the benefit amount, as shown in the Schedule of Benefits, when the Insured is Totally Disabled or Partially Disabled from a covered Accident, subject to all applicable conditions and exclusions.

**Total Disability Benefits** Total Disability Benefits will begin with the month the Company determines the Insured is Totally Disabled. The Insured's Total Disability must begin within the time period shown in the Schedule of Benefits.

**Termination of Total Disability Benefits** Total Disability Benefits will end on the earliest of the date:

1. The Insured is no longer Totally Disabled;
2. Monthly benefits have been paid for the benefit period shown in the Schedule of Benefits;
3. The Insured fails to provide proof of continuing Total Disability when requested;
4. The Insured is entitled to and is receiving Partial Disability Benefits;
5. The Insured dies.

**Partial Disability Benefits** Partial Disability Benefits will be paid to the Insured who is Partially Disabled following a period of Total Disability for which the Company paid Total Disability Benefits, if:

1. Partial Disability results from the same covered Accident which caused the immediately preceding period of Total Disability; and
2. The Insured was receiving benefits for Total Disability immediately prior to the period of Partial Disability.

**Resumption of Partial Disability Benefits** The Insured who recovers from Partial Disability and again becomes Partially Disabled can resume receiving Partial Disability Benefits, subject to the following conditions:

1. The Insured's Average Gross Monthly Earnings must fall below the maximum monthly earnings for each month in the benefit period shown in the Schedule of Benefits; and
2. The loss of Average Gross Monthly Earnings must result directly from the same covered Accident.

Partial Disability Benefits will be payable, during the benefit period shown in the Schedule of Benefits, for the period that the Partial Disability continues.

**Termination of Partial Disability Benefits** Benefits for Partial Disability will end on the earliest of the date:

1. The Insured is no longer Partially Disabled;
2. Total and Partial Disability Benefits have been paid for the benefit period shown in the Schedule of Benefits;
3. The Insured's Average Gross Monthly Earnings exceeds the Partial Disability maximum for the benefit period;
4. The Insured fails to provide proof of continuing Partial Disability when requested;
5. The Insured dies.

The Company will reduce Total Disability Benefits by the amount of any Average Gross Monthly Earnings for work the Insured performs while Totally Disabled. The Company will reduce Partial Disability Benefits by one-half of the Insured's Average Gross Monthly Earnings that exceed the monthly earnings maximum per month.

Benefits under this provision are subject to all other provisions of this Policy, including all Coverage and Limitations stated in the Schedule of Benefits, Maximums and Exclusions.

### **COLLEGE EDUCATION EXPENSE BENEFIT**

The Company will pay the benefit amount as shown in the Schedule of Benefits, subject to all applicable conditions and Exclusions, for the Insured to complete his degree or course of study at the School they were attending, or in which they were enrolled to attend, at the time of the covered Accident that resulted in their Total Disability. The Insured must be receiving Total Disability Benefits provided by this Policy and must resume study within 1 year of the date of the covered Accident and while they continue to receive Total Disability Benefits.

**College Education Expenses** College Education Expenses include expenses incurred for tuition, student fees, books and on-campus or off-campus room and board. If the Insured does not reside on-campus, the Company will pay an amount based on the lesser of the actual room and board cost and typical on-campus room and board rates. Tuition, student fees, books and on-campus room and board amounts will be obtained from the School's financial aid office. Benefits paid will be reduced by any scholarship or other financial aid the Insured receives.

**Payment of Benefits** Benefits will be paid directly to the School or other provider as payment is due.

**Termination of Payments** Payments will terminate on the earliest of:

1. The date the Insured completes the requirements for any degree or certificate of completion for a course of study; and
2. The end of the Benefit Period shown in the Schedule of Benefits; and
3. The date the Insured is no longer Totally Disabled; and
4. The date the Insured is no longer receiving Total Disability or Catastrophic Cash benefits; and
5. The date the Insured dies; and
6. The date any maximum benefit limit shown in the Schedule of Benefits is reached.

**Exclusions** Benefits will not be payable for any cost incurred by any Insured for modification or alteration of special accommodations necessitated by the Total Disability.

Benefits under this provision are subject to all other provisions of this Policy, including all Coverage and Limitations stated in the Schedule of Benefits, Maximums and Exclusions.

Benefits under this provision are subject to all other provisions of this Policy, including all Coverage and Limitations stated in the Schedule of Benefits, Maximums and Exclusions.

### **HEART OR CIRCULATORY MALFUNCTION BENEFIT**

The Company will pay the benefit amount shown in the Schedule of Benefits, subject to all applicable conditions and Exclusions, if an Insured suffers a sudden heart or circulatory malfunction, that results in death or Injury, and the first symptoms of the malfunction are medically diagnosed while the Insured is covered under this Policy and within 72 hours of a Regularly Scheduled Activity.

**Exclusions** The benefits will not be payable if in the past 3 years, the Insured was medically diagnosed as having treatment, received any medication unless the condition for which the prescribed medication is taken remains controlled without any change in the required prescription or received treatment for:

1. a heart or circulatory malfunction ;
2. hypertension, angina, cerebral vascular incident or other heart or circulatory condition

Benefits under this provision are subject to all other provisions of this Policy, including all Coverage and Limitations stated in the Schedule of Benefits, Maximums and Exclusions.

### **SPECIAL EXPENSE BENEFIT**

The Company will pay the benefit amount, as shown on the Schedule of Benefits, for an Insured who is Totally Disabled as a result of an Accident for special items approved by the Insured's Physician to accommodate his or 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 Insured, the adaptation or modification in design and/or equipment of the Insured's owned motor vehicle or such motor vehicle as was customarily at the disposal of or in the usual possession of the Insured, or for adaptation or modification of the Insured'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 Insured as a result of a covered Accident. Benefits are limited to the amounts shown in the Schedule of Benefits.

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 Insured and will be made only if the Insured's then existing motor vehicle cannot be modified to accommodate the Insured'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 Insured's physical disability as recommended by the Physician and approved by the Company.

Benefits under this provision are subject to all other provisions of this Policy, including all Coverage and Limitations stated in the Schedule of Benefits, Maximums and Exclusions.

### **FIELD TRIP COVERAGE**

This coverage applies to students of the School who are participating in field trips. The field trips must be sponsored and directly supervised by the School. The maximum amount payable per covered Injury is stated on page 4, **Other Coverages, Field Trip Coverage**. Benefits under this provision are subject to all other provisions of this Policy, including all Coverage and Limitations stated in the Schedule of Benefits, Maximums and Exclusions.

There is no additional premium charged for this coverage.

However, coverage for overnight field trips of 7 or more consecutive nights requires the payment of additional premium.

### **GENERAL PROVISIONS**

**Premium Payment:** The initial premium is due on the Policy Effective Date unless the Policyholder and the Company agree to another mode of premium payment. Premiums are paid at the Company's home office or to the Company's authorized agent. If any premium is not paid when due, this Policy will be cancelled as of the premium due date of the unpaid premium, except as provided in any applicable Grace Period section.

**Grace Period:** A grace period of 31 days will be provided for the payment of any premium due after the first. During the grace period, the Policy shall continue in force, unless the Policyholder, has given written notice of discontinuance in advance of the premium due date and in accordance with the terms of this Policy. If the required premium is not paid during the grace period, coverage will terminate on the last day of the grace period. The Policyholder will be liable for the payment of a pro rata premium for the time the Policy was in force during the grace period.

**Reinstatement:** This Policy may be reinstated if it lapsed for nonpayment of premium. Requirements for reinstatement are written application of the Policyholder satisfactory to the Company and payment of all overdue premiums. Any premium accepted in connection with a reinstatement will be applied to a period for which premium was not previously paid.

**Cancellation:** If the Company decides to cancel this Policy, written notice will be given to the Policyholder at least 60 days before the date this Policy is to be canceled. If the Company cancels, the earned premium will be computed pro rata and the unearned portion promptly returned.

If the Policyholder cancels this Policy, cancellation becomes effective on the later of the date the Company receives the written notice or the date stated on the written notice. Any unearned premium paid by the Policyholder will be returned immediately; or the Policyholder will immediately pay any earned premium that has not been paid. Earned premium will be computed pro rata.

**Policy Administration:** The Policyholder will furnish all information which the Company may reasonably require with regard to any matters pertaining to this Policy. All documents, books and records which may have a bearing on this Policy will be opened for inspection by the Company at all reasonable times while this Policy is in force and until the final determination of all rights and obligations under this Policy.

Clerical error (whether by the Policyholder or by the Company), in keeping any records pertaining to the insurance will not invalidate insurance otherwise validly in force, or continue insurance otherwise validly terminated. Upon discovery of such error or delay, an equitable adjustment of premiums will be made.

If any relevant facts pertaining to any Insured's insurance shall be found to have been misstated, an equitable adjustment of the premiums will be made. If such misstatement affects the existence of the amount of insurance, the facts shall be used in determining whether insurance is in force under the terms of this Policy and in what amount.

In connection with the administration of this Policy, the Policyholder shall act as not to discriminate unfairly between individuals in similar situations at the time of such action.

In connection with the administration of this Policy, The Company shall be entitled to rely upon any action of the Policyholder without being obliged to inquire into the circumstances.

**Entire Contract:** This Policy, and any attached papers make up the entire contract between the Policyholder and the Company. In the absence of fraud, all statements made by the Policyholder or any Insured will be considered representations and not warranties. No written statement made by a Policyholder or Insured will be used in any contest unless a copy of the statement is furnished to the Insured or, in the event of the death or incapacity of the Insured, to their beneficiary or personal representative.

No change in this Policy will be valid until approved by one of the Company's executive officers and endorsed on or attached to this Policy. No agent has authority to change this Policy or to waive any of its provisions. If an enrollment form for an Insured is required, it may also be made a part of this Policy at the Company's option.

## **PAYMENT OF BENEFITS**

**Time Limit of Certain Defenses:** No misstatements, except fraudulent misstatements made by the Policyholder in the application, if any, shall be used to void this Policy or such statements by the Insured to deny a claim for loss incurred with respect to such Insured after the insurance has been in force.

**Statements by Insured** A copy of the application, if any, of each Insured shall be attached to this Policy when issued. All statements made by the Insured shall, in absence of fraud or intentional misrepresentation of material fact in applying for or procuring coverage under the terms of this Policy, be deemed representations and not warranties, and no such statements shall be used in defense to a claim under this Policy, unless contained in a written application.

**Notice of Claim:** Written notice of claim must be given to the Company within 60 days after the occurrence or commencement of the Insured's covered Loss, or as soon thereafter as reasonably possible. Notice given by or on behalf of the claimant to the Company with information sufficient to identify the Insured, is deemed notice to the Company.

**Claim Forms:** The Company will send claim forms to the claimant upon receipt of a written notice of claim. If such forms are not sent within 10 days after the Company received notice of claim, the claimant will be deemed to have met the proof of loss requirements upon submitting, within the time fixed in this Policy for filing proof of loss, written proof covering the occurrence, the character and the extent of the loss for which claim is made. The notice should include the Insured name, the Policyholder's name and the Policy Number.

**Proofs of Loss:** Written proof of loss must be furnished to the Company within 90 days after the date of the covered Loss. If the Loss is one for which the Policy requires continuing eligibility for periodic payments, subsequent written proofs of eligibility must be furnished as such intervals as may reasonably be required. Failure to furnish proof within the time required neither invalidates nor reduces any claim if it was not reasonably possible to furnish proof within such time, provided such proof is furnished as soon as reasonably possible and in no event, except in the absence of legal capacity of the claimant, later than one year from the time proof is otherwise required.

**Time of Payment of Claims:** Benefits payable under the Policy for any Loss, other than loss for which the Policy provides any periodic payment, will be within 30 days upon receipt of written proof of such Loss. Subject to the Company's receipt of written proof of such loss, all accrued benefits for Loss for which the Policy provides periodic payment will be paid at the expiration of each month during the continuance of the period for which the Company is liable and any balance remaining unpaid upon termination of liability will be paid immediately upon receipt of such proof.

**Payment of Claims:** All or a portion of any benefits provided by this Policy on account of hospital, nursing, surgical or other medical service may, and unless the Insured requests otherwise in writing not later than the time for filing proof of such Loss, be paid directly to the hospital or person rendering such services. Accidental Death, Dismemberment, Loss of Sight, Speech or Hearing Benefits (if applicable) are paid to the Insured, or if not living, to the beneficiary.

**Change of Beneficiary** Unless the insured makes an irrevocable designation of beneficiary, the right to change of beneficiary is reserved to the Insured and the consent of the beneficiary or beneficiaries shall not be requisite to surrender or assignment of this Policy or to any change of beneficiary or beneficiaries, or to any other changes in this Policy.

**Physical Examination and Autopsy:** At the Company's expense, the Company may have a claimant examined by a Physician as often as the Company deems necessary while a claim is pending. The Company also has the right to have an autopsy performed unless forbidden by law.

**Legal Actions:** No action at law or in equity will be brought to recover benefits under this Policy less than 60 days after satisfactory proof of loss has been furnished as required by this Policy. No action shall be brought after the expiration of three years after the time proof of loss is required to be furnished under this Policy.

**Right of Reimbursement:** If a covered Insured recovers expenses for Injury that occurred due to the negligence of a third party, the Company has the right to first reimbursement for all benefits the Company paid from any and all



damages collected from the negligent third party for those same expenses whether by action at law, settlement, or compromise, by the covered Insured, the covered Insured's parents if the covered Insured is a minor, or the covered Insured's legal representative as a result of that Injury. The Insured is required to furnish any information or assistance, or provide any documents that the Company may reasonably require in order to exercise the Company's rights under this provision. This provision applies whether or not the third party admits liability.

**Conformity with State Statutes:** Any provision in this Policy that is in conflict with the requirements of any state or federal law that apply to this Policy are automatically changed to satisfy the minimum requirements of such laws.

**IN WITNESS WHEREOF, GERBER LIFE INSURANCE COMPANY, INC** has caused this Policy to be signed by its President at White Plains, New York