LEGAL NOTICE-ADVERTISEMENT

TOWN OF LEDYARD, CONNECTICUT REQUEST FOR PROPOSALS

LPS-0012 – Student Accident Insurance March 24, 2016

The Town of Ledyard will receive sealed bids for *Student Accident Insurance* until *1:00 pm* on *April 28th, 2016*. At that time proposals will be opened in public and read aloud.

The documents comprising the Request for Proposals may be obtained from Jason Lathrop, Ledyard Public Schools, 4 Blonder Boulevard, Ledyard, CT 06339 during the hours of 8:00 am – 4:00 pm Monday through Friday or on the Town's website (www.ledyard.net) under Bids and Requests for Proposals.

The Town of Ledyard reserves the rights to amend or terminate this Request for Proposals, accept all or any part of a proposal, reject all proposals, waive any informalities or non-material deficiencies in a proposal, and award the proposal to the proposer that, in the Town's judgment, will be in the Town's best interests.

REQUEST FOR PROPOSALS FOR STUDENT ACCIDENT INSURANCE

 Proposal Number:
 LPS-0012

 Proposal Opening Date:
 April 28th, 2016

 Proposal Opening Time:
 1:00 PM

 Proposal Opening Place:
 LEDYARD PUBLIC SCHOOLS, 4 BLONDER BLVD, LEDYARD, CT 06339, CENTRAL OFFICE CONFERENCE ROOM

The Town of Ledyard is seeking proposals for Student Accident Insurance.

One (1) original and two (2) copies of sealed proposals must be received at Ledyard Public Schools, Central Office, 4 Blonder Boulevard, Ledyard, CT 06339 by the date and time noted above. The Town of Ledyard (the "Town") will not accept submissions by email or fax. The Town will reject proposals received after the date and time noted above.

The documents comprising this Request for Proposals may be obtained from Jason Lathrop, Ledyard Public Schools, 4 Blonder Boulevard, Ledyard, CT 06339 during the hours of 8:00 AM - 4:00 PM Monday through Friday or on the Town's website, www.ledyard.net, district, finance, bidsrfps. Each proposer is responsible for checking the Town's website to determine if the Town has issued any addenda and, if so, to complete its proposal in accordance with the RFP as modified by the addenda.

Proposals must be held firm and cannot be withdrawn for sixty (60) calendar days after the opening date.

The Town reserves the rights to amend or terminate this Request for Proposals, accept all or any part of a proposal, reject all proposals, waive any informalities or non-material deficiencies in a proposal, and award the proposal to the proposer that, in the Town's judgment, will be in the Town's best interests. This Request for Proposals ("RFP") includes:

- Standard Instructions to Proposers
- Specifications
- Insurance Requirements
- Proposal Form
- Proposer's Legal Status Disclosure
- Proposer's Certification Concerning Equal Employment Opportunities and Affirmative Action Policy
- Proposer's Non Collusion Affidavit
- Proposer's Statement of References
- Sample Contract

STANDARD INSTRUCTIONS TO PROPOSERS

1. INTRODUCTION

The Town of Ledyard (the "Town") is soliciting proposals for <u>Student Accident</u> <u>Insurance</u>. This RFP is not a contract offer, and no contract will exist unless and until a written contract is signed by the Town and the successful proposer.

Interested parties should submit a proposal in accordance with the requirements and directions contained in this RFP. Proposers are prohibited from contacting any Town employee, officer or official concerning this RFP, except as set forth in Section 6, below. A proposer's failure to comply with this requirement may result in disqualification.

If there are any conflicts between the provisions of these Standard Instructions to Proposers and any other documents comprising this RFP, these Standard Instructions to Proposers shall prevail.

2. <u>RIGHT TO AMEND OR TERMINATE THE RFP OR CONTRACT</u>

The Town may, before or after proposal opening and in its sole discretion, clarify, modify, amend or terminate this RFP if the Town determines it is in the Town's best interest. Any such action shall be effected by a posting on the Town's website, <u>www.ledyard.net</u>. Each proposer is responsible for checking the Town's website to determine if the Town has issued any addenda and, if so, to complete its proposal in accordance with the RFP as modified by the addenda.

If this RFP provides for a multi-year agreement, the Town also reserves the right to terminate the Contract at the end of the last fiscal year for which funds have been appropriated, and the Town shall have no obligation or liability to the successful proposer for any unfunded year or years.

KEY DATES

Questions Due By:	April 14th, 2016 10:00 am
Responses Posted to Website By:	April 21st, 2016 10:00 am
Proposal Opening:	April 28th, 2016 1:00 pm
Preliminary Notice of Award:	May 2nd, 2016 10:00 am
Contract Execution:	May 6th, 2016 10:00AM

The <u>Preliminary Notice of Award</u> and <u>Contract Execution</u> dates are anticipated, not certain, dates.

3. OBTAINING THE RFP

All documents that are a part of this RFP may be obtained from Jason Lathrop, Ledyard Public Schools, 4 Blonder Boulevard, Ledyard, CT 06339 during the hours of 8:00 AM – 4:00 PM Monday through Friday or on the Town's website, <u>www.ledyard.net</u> under Bids and Requests for Proposals.

4. **PROPOSAL SUBMISSION INSTRUCTIONS**

Proposals must be received at Ledyard Public Schools, Central Office, 4 Blonder Boulevard, Ledyard, CT 06339, prior to the date and time the proposals are scheduled to be opened publicly. Postmarks prior to the opening date and time do **NOT** satisfy this condition. The Town will not accept submissions by e-mail or fax. Proposers are solely responsible for ensuring timely delivery. The Town will **NOT** accept late proposals.

One (1) original and two (2) copies of all proposal documents must be submitted in sealed, opaque envelopes clearly labeled with the proposer's name, the proposer's address, the words "BID SUBMISSION", "STUDENT ACCIDENT INSURANCE", "LPS-0012" and "OPENING April 28, 2016". The Town may decline to accept proposals submitted in unmarked envelopes that the Town opens in its normal course of business. The Town may, but shall not be required to, return such proposal documents and inform the proposer that the proposal documents may be resubmitted in a sealed envelope properly marked as described above.

Proposal prices must be submitted on the Proposal Form included in this RFP. All blank spaces for proposal prices must be completed in ink or be typewritten; proposal prices must be stated in both words and figures. The person signing the Proposal Form must initial any errors, alterations or corrections on that form. Ditto marks or words such as "SAME" shall not be used in the Proposal Form.

Proposals may be withdrawn personally or in writing provided that the Town receives the withdrawal prior to the time and date the proposals are scheduled to be opened.

Proposals are considered valid, and may not be withdrawn, cancelled or modified, for sixty (60) days after the opening date, to give the Town sufficient time to review the proposals, investigate the proposers' qualifications, secure any required municipal approvals, and execute a binding contract with the successful proposer.

An authorized person representing the legal entity of the proposer must sign the Proposal Form and all other forms included in this RFP.

5. QUESTIONS AND AMENDMENTS

Questions concerning the process and procedures applicable to this RFP are to be submitted **in writing** (including by e-mail or fax) and directed **only to**:

Name:	Jason Lathrop
Department:	Board of Education
E-mail:	jlathrop@ledyard.net
Fax:	860-464-8589

Questions concerning this RFP's Specifications are to be submitted **in writing** (including by e-mail or fax) and directed **only to**:

Name:	Jason Lathrop
Department:	Board of Education
E-mail:	jlathrop@ledyard.net
Fax:	860-464-8589

Proposers are prohibited from contacting any other Town employee, officer or official concerning this RFP. A proposer's failure to comply with this requirement may result in disqualification.

The appropriate Town representative listed above must receive any questions from proposers no later than seven (7) business days before the proposal opening date. That representative will confirm receipt of a proposer's questions by e-mail. The Town will answer all written questions by issuing one or more addenda, which shall be a part of this RFP and the resulting Contract, containing all questions received as provided for above and decisions regarding same.

At least four (4) calendar days prior to proposal opening, the Town will post any addenda on the Town's website, <u>www.ledyard.net</u>. Each proposer is responsible for checking the website to determine if the Town has issued any addenda and, if so, to complete its proposal in accordance with the RFP as modified by the addenda.

No oral statement of the Town, including oral statements by the Town representatives listed above, shall be effective to waive, change or otherwise modify any of the provisions of this RFP, and no proposer shall rely on any alleged oral statement.

6. ADDITIONAL INFORMATION

The Town reserves the right, either before or after the opening of proposals, to ask any proposer to clarify its proposal or to submit additional information that the Town in its sole discretion deems desirable.

7. <u>COSTS FOR PREPARING PROPOSAL</u>

Each proposer's costs incurred in developing its proposal are its sole responsibility, and the Town shall have no liability for such costs.

8. <u>OWNERSHIP OF PROPOSALS</u>

All proposals submitted become the Town's property and will not be returned to proposers.

9. FREEDOM OF INFORMATION ACT

All information submitted in a proposal or in response to a request for additional information is subject to disclosure under the Connecticut Freedom of Information Act as amended and judicially interpreted. A proposer's responses may contain financial, trade secret or other data that it claims should not be public (the "Confidential Information"). A proposer must identify specifically the pages and portions of its proposal or additional information that contain the claimed Confidential Information by visibly marking all such pages and portions. Provided that the proposer cooperates with the Town as described in this section, the Town shall, to the extent permitted by law, protect from unauthorized disclosure such Confidential Information.

If the Town receives a request for a proposer's Confidential Information, it will promptly notify the proposer in writing of such request and provide the proposer with a copy of any written disclosure request. The proposer may provide written consent to the disclosure, or may object to the disclosure by notifying the Town in writing to withhold disclosure of the information, identifying in the notice the basis for its objection, including the statutory exemption(s) from disclosure. The proposer shall be responsible for defending any complaint brought in connection with the nondisclosure, including but not only appearing before the Freedom of Information Commission, and providing witnesses and documents as appropriate.

10. <u>REQUIRED DISCLOSURES</u>

Each proposer must, in its <u>Proposal Form</u>, make the disclosures set forth in that form. A proposer's acceptability based on those disclosures lies solely in the Town's discretion.

11. QUALIFICATIONS AND REFERENCES

Each proposer must complete and submit the <u>Proposer's Statement of References</u> form included in this RFP.

12. LEGAL STATUS

If a proposer is a corporation, limited liability company, or other business entity that is required to register with the Connecticut Secretary of the State's Office, it must have a current registration on file with that office. The Town may, in its sole discretion, request acceptable evidence of any proposer's legal status. Each proposer must complete and submit the <u>Proposer's Legal Status Disclosure</u> form included in this RFP.

13. PRESUMPTION OF PROPOSER'S FULL KNOWLEDGE

Each proposer is responsible for having read and understood each document in this RFP and any addenda issued by the Town. A proposer's failure to have reviewed all information that is part of or applicable to this RFP, including but not only any addenda posted on the Town's website, shall in no way relieve it from any aspect of its proposal or the obligations related thereto.

Each proposer is deemed to be familiar with and is required to comply with all federal, state and local laws, regulations, ordinances, codes and orders that in any manner relate to this RFP or the performance of the work described herein.

By submitting a proposal, each proposer represents that it has thoroughly examined and become familiar with the scope of work outlined in this RFP, and it is capable of performing the work to achieve the Town's objectives. If applicable, each proposer shall visit the site, examine the areas and thoroughly familiarize itself with all conditions of the property before preparing its proposal.

14. SUBSTITUTION FOR NAME BRANDS

The proposer must attach detailed information concerning deviations from any name brands specified in the RFP and explain in detail how the substitution compares with the name brand's specifications. The Town in its sole discretion shall decide whether the substitution is acceptable.

15. TAX EXEMPTIONS

The Town is exempt from the payment of federal excise taxes and Connecticut sales and use taxes. Federal Tax Exempt #06-6001630.

16. INSURANCE

The successful proposer shall, at its own expense and cost, obtain and keep in force at least the insurance listed in the Insurance Requirements that are a part of this RFP. The Town reserves the right to request from the successful proposer a complete, certified copy of any required insurance policy.

17. DELIVERY ARRANGEMENTS

The successful proposer shall deliver, handle, and maintain control of all items that are the subject of the RFP, at its sole cost and expense, to, from, and within the location(s) listed in the Specifications.

18. AWARD CRITERIA; SELECTION; CONTRACT EXECUTION

All proposals will be publicly opened and read aloud as received on the date, at the time, and at the place identified in this RFP. Proposers may be present at the opening.

The Town reserves the right to correct, after proposer verification, any mistake in a proposal that is a clerical error, such as a price extension, decimal point error or FOB terms. If an error exists in an extension of prices, the unit price shall prevail. In the event of a discrepancy between the price quoted in words and in figures, the words shall control.

The Town reserves the rights to accept all or any part of a proposal, reject all proposals, and waive any informalities or non-material deficiencies in a proposal. The Town also reserves the right, if applicable, to award the purchase of individual items under this RFP to any combination of separate proposals or proposers.

The Town will accept the proposal that, all things considered, the Town determines is in its best interests. Although price will be an important factor, it will not be the only basis for award. Due consideration may also be given to a proposer's experience, references, service, ability to respond promptly to requests, past performance, and other criteria relevant to the Town's interests, including compliance with the procedural requirements stated in this RFP.

The Town will not award the proposal to any business that or person who is in arrears or in default to the Town with regard to any tax, debt, contract, security or any other obligation.

The Town will select the proposal that it deems to be in the Town's best interest and issue a Preliminary Notice of Award to the successful proposer. The award may be subject to further discussions with the proposer. The making of a preliminary award to a proposer does not provide the proposer with any rights and does not impose upon the Town any obligations. The Town is free to withdraw a preliminary award at any time and for any reason. A proposer has rights, and the Town has obligations, <u>only if and when</u> a Contract is executed by the Town and the proposer.

If the proposer does not execute the Contract within ten (10) business days of the date of the Preliminary Notice of Award, unless extended by the Town, the Town may call any proposal security provided by the proposer and may enter into discussions with another proposer. The Town will post the Preliminary Notice of Award and related information on its website, <u>www.ledyard.net</u> under Bids and Requests for Proposals.

The <u>Preliminary Notice of Award</u> and <u>Contract Execution</u> dates in Section 3's <u>Key Dates</u> are anticipated, not certain, dates.

19. AFFIRMATIVE ACTION, AND EQUAL OPPORTUNITY

Each proposer must submit a completed <u>Proposer's Certification Concerning Equal</u> <u>Employment Opportunities and Affirmative Action Policy</u> form included with this RFP. Proposers with fewer than ten (10) employees should indicate that fact on the form and return the form with their proposals.

20. NONRESIDENT REAL PROPERTY CONTRACTORS

If the successful proposer is a "nonresident contractor" as defined in Conn. Gen. Stat. § 12-430(7)(A) as amended, it shall comply fully with the provisions of § 12-430(7) and, prior to execution of the Contract, shall furnish the Town with proof that it is a "verified contractor" within the meaning of General Statutes Section 12-430(7) or that it has posted a bond with the Commissioner of Revenue Services in compliance with General Statutes Section 12-430(7). The successful proposer agrees to defend, indemnify, and hold harmless the Town, its employees, officers, officials, agents, volunteers and independent contractors, including any of the foregoing sued as individuals (collectively, the "Town Indemnified Parties"), from any and all taxes, interest and penalties that the State of Connecticut asserts are due with respect to the successful proposer's activities under the Contract.

The successful proposer shall also be required to pay any and all attorney's fees incurred by the Town Indemnified Parties in enforcing any of the successful proposer's obligations under this section, whether or not a lawsuit or other proceeding is commenced, which obligations shall survive the termination or expiration of the Contract.

21. <u>COMPLIANCE WITH IMMIGRATION LAWS</u>

By submitting a proposal, each proposer confirms that it has complied, and during the term of the Contract will comply, with the Immigration Reform and Control Act ("IRCA") and that each person it provides under the Contract will at all times be authorized for employment in the United States of America. Each proposer confirms that it has a properly completed Employment Eligibility Verification, Form I-9, for each person who will be assigned under the Contract and that it will require each subcontractor, if any, to confirm that it has a properly completed Form I-9 for each person who will be assigned under the Contract.

The successful proposer shall defend, indemnify, and hold harmless the Town, its employees, officers, officials, agents, volunteers and independent contractors, including any of the foregoing sued as individuals (collectively, the "Town Indemnified Parties"), against any and all proceedings, suits, actions, claims, damages, injuries, awards, judgments, losses or expenses, including fines, penalties, punitive damages, attorney's fees and costs, brought or assessed against, or incurred by, the Town Indemnified Parties related to or arising from the obligations under IRCA imposed upon the successful proposer or its subcontractor. The successful proposer shall also be required to pay any and all attorney's fees and costs incurred by the Town Indemnified Parties in enforcing any of the successful proposer's obligations under this provision, whether or not a lawsuit or other proceeding is commenced, which obligations shall survive the termination or expiration of the Contract.

22. NON COLLUSION AFFIDAVIT

Each proposer shall submit a completed <u>Proposer's Non Collusion Affidavit</u> that is part of this RFP.

23. <u>CONTRACT TERMS</u>

The following provisions will be mandatory terms of the Town's Contract with the successful proposer. If a proposer is unwilling or unable to meet any of these Contract Terms, the proposer must disclose that inability or unwillingness in its Proposal Form (see Section 11 of these Standard Instructions to Proposers):

a. DEFENSE, HOLD HARMLESS AND INDEMNIFICATION

The successful proposer agrees, to the fullest extent permitted by law, to defend, indemnify, and hold harmless the Town, its employees, officers, officials, agents, volunteers and independent contractors, including any of the foregoing sued as individuals (collectively, the "Town Indemnified Parties"), from and against all proceedings, suits, actions, claims, damages, injuries, awards, judgments, losses or expenses, including attorney's fees, arising out of or relating, directly or indirectly, to the successful proposer's malfeasance, misconduct, negligence or failure to meet its obligations under the RFP or the Contract. The successful proposer's obligations under this section shall not be limited in any way by any limitation on the amount or type of the successful proposer's insurance. Nothing in this section shall obligate the successful proposer to indemnify the Town Indemnified Parties against liability for damage arising out of bodily injury to persons or damage to property caused by or resulting from the negligence of the Town Indemnified Parties.

In any and all claims against the Town Indemnified Parties made or brought by any employee of the successful proposer, or anyone directly or indirectly employed or contracted with by the successful proposer, or anyone for whose acts or omissions the successful proposer is or may be liable, the successful proposer's obligations under this section shall not be limited by any limitation on the amount or type of damages, compensation or benefits payable by the successful proposer under workers' compensation acts, disability benefit acts, or other employee benefits acts.

The successful proposer shall also be required to pay any and all attorney's fees incurred by the Town Indemnified Parties in enforcing any of the successful proposer's obligations under this section, which obligations shall survive the termination or expiration of this RFP and the Contract.

As a municipal agency of the State of Connecticut, the Town will NOT defend, indemnify, or hold harmless the successful proposer.

b. <u>ADVERTISING</u>

The successful proposer shall not name the Town in its advertising, news releases, or promotional efforts without the Town's prior written approval.

If it chooses, the successful proposer may list the Town in a Statement of References or similar document required as part of its response to a public procurement. The Town's permission to the successful proposer to do so is not a statement about the quality of the successful proposer's work or the Town's endorsement of the successful proposer.

c. <u>W-9 FORM</u>

The successful proposer must provide the Town with a completed W-9 form before Contract execution.

d. <u>PAYMENTS</u>

Proposers are encouraged to offer discounts for early payment. All other payments are to be made 30 days after the appropriate Town employee receives and approves the invoice, unless otherwise specified in the Specifications.

"In each of its contracts with subcontractors or materials suppliers, the successful proposer shall agree to pay any amounts due for labor performed or materials furnished not later than thirty (30) days after the date the successful proposer receives payment from the Town that encompasses the labor performed or materials furnished by such subcontractor or material supplier. The successful proposer shall also require in each of its contracts with subcontractors that such subcontractor shall, within thirty (30) days of receipt of payment from the successful proposer, pay any amounts due any subsubcontractor or material supplier, whether for labor performed or materials furnished.

Each payment application or invoice shall be accompanied by a statement showing the status of all pending change orders, pending change directives and approved changes to the Contract. Such statement shall identify the pending change orders and pending change directives, and shall include the date such change orders and change directives were initiated, additional cost and/or time associated with their performance and a description of any work completed. The successful proposer shall require each of its subcontractors and suppliers to include a similar statement with each of their payment applications or invoices."

e. <u>TOWN INSPECTION OF WORK</u>

The Town may inspect the successful proposer's work at all reasonable times. This right of inspection is solely for the Town's benefit and does not transfer to the Town the responsibility for discovering patent or latent defects. The successful proposer has the sole and exclusive responsibility for performing in accordance with the Contract.

f. REJECTED WORK OR MATERIALS

The successful proposer, at its sole cost and expense, shall remove from the Town's property rejected items, commodities and/or work within 48 hours of the Town's notice of rejection. Immediate removal may be required when safety or health issues are present.

g. MAINTENANCE AND AVAILABILITY OF RECORDS

The successful proposer shall maintain all records related to the work described in the RFP for a period of five (5) years after final payment under the Contract or until all pending Town, state and federal audits are completed, whichever is later. Such records shall be available for examination and audit by Town, state and federal representatives during that time.

h. <u>SUBCONTRACTING</u>

Prior to entering into any subcontract agreement(s) for the work described in the Contract, the successful proposer shall provide the Town with written notice of the identity (full legal name, street address, mailing address (if different from street address), and telephone number) of each proposed subcontractor. The Town shall have the right to object to any proposed subcontractor by providing the successful proposer with written notice thereof within seven (7) business days of receipt of all required information about the proposed subcontractor. If the Town objects to a proposed subcontractor, the successful proposer shall not use that subcontractor for any portion of the work described in the Contract.

All permitted subcontracting shall be subject to the same terms and conditions as are applicable to the successful proposer. The successful proposer shall remain fully and solely liable and responsible to the Town for performance of the work described in the Contract. The successful proposer also agrees to promptly pay each of its subcontractors within thirty (30) days of receipt of payment from the Town or otherwise in accordance with law. The successful proposer shall assure compliance with all requirements of the Contract. The successful proposer shall also be fully and solely responsible to the Town for the acts and omissions of its subcontractors and of persons employed, whether directly or indirectly, by its subcontractor(s).

i. PREVAILING WAGES

State law may require that wages paid on an hourly basis to any person performing the work of any mechanic, laborer or worker under the Contract and the amount of payment or contribution paid or payable on behalf of each such person to any employee welfare fund, as defined in Conn. Gen. Stat. § 31-53, as amended, shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the Town. A successful proposer who is not obligated by agreement to make payment or contribution on behalf of such persons to any such employee welfare fund shall pay to each mechanic, laborer or worker as part of such person's wages the amount of payment or contribution for such person's classification on each pay day. Upon Contract award, the successful proposer must certify under oath to the State Labor Commissioner the pay scale to be used by the successful proposer and its subcontractors.

j. <u>PREFERENCES</u>

The successful proposer shall comply with the requirements of Conn. Gen. Stat. § 31-52(b), as amended. Specifically, the successful proposer agrees that in the employment of labor to perform the work under the Contract, preference shall be given to citizens of the United States who are, and have been continuously for at least three (3) months prior to the date of the Contract, residents of the labor market area (as established by the State of Connecticut Labor Commissioner) in which such work is to be done, and if no such qualified person is available, then to citizens who have continuously resided in New London County for at least three (3) months prior to the date hereof, and then to citizens of the State who have continuously resided in the State at least three (3) months prior to the date of the Contract.

k. WORKERS COMPENSATION

Prior to Contract execution, the Town will require the tentative successful proposer to provide a current statement from the State Treasurer that, to the best of her knowledge and belief, as of the date of the statement, the tentative successful proposer was not liable to the State for any workers' compensation payments made pursuant to Conn. Gen. Stat. § 31-355.

l. <u>SAFETY</u>

The successful proposer and each of its permitted subcontractors shall furnish proof that each employee performing the work of a mechanic, laborer or worker under the Contract has completed a course of at least ten (10) hours in construction safety and health approved by the federal Occupational Safety and Health Administration or has completed a new miner training program approved by the Federal Mine Safety and Health Administration. Such proof shall be provided with the certified payroll submitted for the first week each such employee, mechanic, laborer, or worker begins work under the Contract.

m. <u>COMPLIANCE WITH LAWS</u>

The successful proposer shall comply with all applicable laws, regulations, ordinances, codes and orders of the United States, the State of Connecticut and the Town related to its proposal and the performance of the work described in the Contract.

n. LICENSES AND PERMITS

The successful proposer certifies that, throughout the Contract term, it shall have and provide proof of all approvals, permits and licenses required by the Town and/or any state or federal authority. The successful proposer shall immediately and in writing notify the Town of the loss or suspension of any such approval, permit or license.

o. <u>CESSATION OF BUSINESS/BANKRUPTCY/RECEIVERSHIP</u>

If the successful proposer ceases to exist, dissolves as a business entity, ceases to operate, files a petition or proceeding under any bankruptcy or insolvency laws or has such a petition or proceeding filed against it, the Town has the right to terminate the Contract effective immediately. In that event, the Town reserves the right, in its sole discretion as it deems appropriate and without prior notice to the successful proposer, to make arrangements with another person or business entity to provide the services described in the Contract.

p. <u>AMENDMENTS</u>

The Contract may not be altered or amended except by the written agreement of both parties.

q. ENTIRE AGREEMENT

It is expressly understood and agreed that the Contract contains the entire agreement between the parties, and that the parties are not, and shall not be, bound by any stipulations, representations, agreements or promises, oral or otherwise, not printed or inserted in the Contract or its attached exhibits.

r. <u>VALIDITY</u>

The invalidity of one or more of the phrases, sentences or clauses contained in the Contract shall not affect the remaining portions so long as the material purposes of the Contract can be determined and effectuated.

s. <u>CONNECTICUT LAW AND COURTS</u>

The Contract shall be governed by and construed in accordance with the internal laws (as opposed to the conflicts of law provisions) of the State of Connecticut, and the parties irrevocably submit in any suit, action or proceeding arising out of the Contract to the jurisdiction of the United States District Court for the District of Connecticut or of any court of the State of Connecticut, as applicable.

t. NON-EMPLOYMENT RELATIONSHIP

The Town and the successful proposer are independent parties. Nothing contained in the Contract shall create, or be construed or deemed as creating, the relationships of principal and agent, partnership, joint venture, employer and employee, and/or any relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the terms and conditions of the Contract. The successful proposer understands and agrees that it is not entitled to employee benefits, including but not limited to workers compensation and employment insurance coverage, and disability. The successful proposer shall be solely responsible for any applicable taxes.

END OF STANDARD INSTRUCTIONS TO PROPOSERS

TOWN OF LEDYARD, CONNECTICUT SPECIFICATIONS FOR STUDENT ACCIDENT INSURANCE

PROPOSAL <u>LPS-0012</u>

Ledyard Public Schools is soliciting Sports Accident Insurance and Voluntary coverage for the period of 8/1/2016 to 7/31/2017. Ledyard Public Schools enrollment is 900 at Ledyard High School, 350 Ledyard Middle School, which are the only two schools with athletic programs. Our elementary schools total enrollment has a total enrollment of 1,270. Total enrollment is 2,520.

Description	Policy Amount	Benefit Period	Excess	Deductible
Sports Accident Insurance	\$1,000,000	52 weeks	Full	\$0
Accident Death (AD)	\$10,000	52 weeks	\$500,000 Aggregate	\$0
Crisis Death Benefit	\$10,000	52 weeks	\$100,000 Aggregate	\$0
Dismemberment/ Loss of Sight	\$20,000	52 weeks	Full	\$0
Voluntary Insurance Rider	\$250,000	52 weeks	Full	\$0

END OF SPECIFICATIONS

INSURANCE REQUIREMENTS FOR STUDENT ACCIDENT INSURANCE

PROPOSAL <u>LPS-0012</u>

The successful Bidder shall be required to furnish to Ledyard Public Schools a certificate of insurance within thirty (30) days of notification of award. Any changes in insurance coverage will require thirty (30) days' notice to Ledyard Public Schools. Insurance coverage must include Ledyard Public Schools as an additional insured. The required insurance coverage is:

Comprehensive form General Liability including premises/operations, underground explosion and collapse hazard, oil spills, completed products/operations, contractual independent contractors, broad form property damage, and personal injury.

Limits of Liability shall combine bodily injury and property damage: \$1,000,000; each occurrence. \$2,000,000; aggregate.

Automobile Liability including owned vehicles, hired vehicles, and nonowned vehicles.

Limits of liability shall combine bodily injury and property damage: \$1,000,000; each occurrence. \$2,000,000 aggregate.

Excess Liability-Umbrella Form. Limits of Liability shall combine bodily injury and property damage: \$1,000,000; each occurrence. \$2,000,000; aggregate.

Worker's Compensation Insurance. Limit of Liability shall be the statutory limit of: \$1,000,000 each accident.

END OF INSURANCE REQUIREMENTS

PROPOSAL FORM STUDENT ACCIDENT INSURANCE

PROPOSAL <u>LPS-0012</u>

PROPOSER'S FULL LEGAL NAME:

Pursuant to and in full compliance with the RFP, the undersigned proposer, having visited the site or property if applicable, and having thoroughly examined each and every document comprising the RFP, including any addenda, hereby offers and agrees as follows:

To provide the products and/or services specified in, and upon the terms and conditions of, the RFP for the total sum of _____

_____/100 Dollars (write out _____).

ACKNOWLEDGEMENT

In submitting this Proposal Form, the undersigned proposer acknowledges that the price(s) include all labor, materials, transportation, hauling, overhead, fees and insurances, bonds or letters of credit, profit, security, permits and licenses, and all other costs to cover the completed work called for in the RFP. Except as otherwise expressly stated in the RFP, no additional payment of any kind will be made for work accomplished under the price(s) as proposed.

REQUIRED DISCLOSURES

1. Exceptions to or Modifications or Clarifications of the RFP

_____ This proposal does not take exception to or seek to modify or clarify any requirement of the RFP, including but not only any of the Contract Terms set forth in Section 26 of the Standard Instructions to Proposers.

OR

_____ This proposal takes exception(s) to or seeks to modify or clarify certain of the RFP requirements, including but not only the following Contract Terms set forth in Section 26 of the Standard Instructions to Proposers. Attached is a sheet fully describing each such exception.

2. <u>State Debarment List</u>

Is the proposer on the State of Connecticut's Debarment List?

_____ Yes _____ No

3. Occupational Safety and Health Law Violations

Has the proposer or any firm, corporation, partnership or association in which it has an interest (1) been cited for three (3) or more willful or serious violations of any occupational safety and health act or of any standard, order or regulation promulgated pursuant to such act, during the three-year period preceding the proposal (provided such violations were cited in accordance with the provisions of any state occupational safety and health act or the Occupational Safety and Health Act of 1970, and not abated within the time fixed by the citation and such citation has not been set aside following appeal to the appropriate agency or court having jurisdiction) or (2) received one or more criminal convictions related to the injury or death of any employee in the three-year period preceding the proposal?

If "yes," attach a sheet fully describing each such matter.

4. <u>Arbitration/Litigation</u>

Has either the proposer or any of its principals (regardless of place of employment) been involved for the most recent ten (10) years in any pending or resolved arbitration or litigation?

_____ Yes _____ No

If "yes," attach a sheet fully describing each such matter.

5. <u>Criminal Proceedings</u>

Has the proposer or any of its principals (regardless of place of employment) ever been the subject of any criminal proceedings?

_____ Yes _____ No

If "yes," attach a sheet fully describing each such matter.

6. <u>Ethics and Offenses in Public Projects or Contracts</u>

Has either the proposer or any of its principals (regardless of place of employment) ever been found to have violated any state or local ethics law, regulation, ordinance, code, policy or standard, or to have committed any other offense arising out of the submission of proposals or bids or the performance of work on public works projects or contracts?

 Yes
 No

If "yes," attach a sheet fully describing each such matter.

PROPOSAL (BID) SECURITY

No bid security is required for this proposal

END OF PROPOSAL FORM

PROPOSER'S LEGAL STATUS DISCLOSURE

Please fully complete the applicable section below, attaching a separate sheet if you need additional space.

For purposes of this disclosure, "permanent place of business" means an office continuously maintained, occupied and used by the proposer's regular employees regularly in attendance to carry on the proposer's business in the proposer's own name. An office maintained, occupied and used by a proposer only for the duration of a contract will not be considered a permanent place of business. An office maintained, occupied and used by a person affiliated with a proposer will not be considered a permanent place of business of the proposer.

IF A SOLELY OWNED BUSINESS:

Proposer's Full Legal Name

Street Address

Mailing Address (if different from Street Address)

Owner's Full Legal Name

Number of years engaged in business under sole proprietor or trade name _____

Does the proposer have a "permanent place of business" in Connecticut, as defined above?

_____Yes _____No

If yes, please state the full street address (not a post office box) of that "permanent place of business."

IF A CORPORATION:

Proposer's Full Legal Name

Street Address

Mailing Address (if different from Street Address)

Owner's Full Legal Name _____

Number of years engaged in business

Names of Current Officers

President

Secretary

Chief Financial Officer

Does the proposer have a "permanent place of business" in Connecticut, as defined above?

_____Yes _____No

If yes, please state the full street address (not a post office box) of that "permanent place of business."

IF A LIMITED LIABILITY COMPANY:

Proposer's Full Legal Name	
Street Address	
Mailing Address (if different from Street	Address)
Owner's Full Legal Name	
Number of years engaged in business _	
Names of Current Manager(s) and Merr	nber(s)
Name & Title (if any)	Residential Address (street only)
Name & Title (if any)	Residential Address (street only)
Name & Title (if any)	Residential Address (street only)
Name & Title (if any)	Residential Address (street only)
Name & Title (if any)	Residential Address (street only)

Does the proposer have a "permanent place of business" in Connecticut, as defined above?

_____Yes _____No

If yes, please state the full street address (not a post office box) of that "permanent place of business."

IF A PARTNERSHIP:

Proposer's Full Legal Name	
Street Address	
Mailing Address (if different from Si	treet Address)
	ess
Names of Current Partners	
Names of Ourent 1 artiers	
Name & Title (if any)	Residential Address (street only)
Name & Title (if any)	Residential Address (street only)
Name & Title (if any)	Residential Address (street only)
Name & Title (if any)	Residential Address (street only)
Does the proposer have a "perm defined above?	nanent place of business" in Connecticut, as
Yes	No
If yes, please state that "permanent place	ne full street address (not a post office box) of e of business."
Propose	er's Full Legal Name
(print) Name a Represe	nd Title of Proposer's Authorized
(signatu Propose	re) er's Representative, Duly Authorized

Date

END OF LEGAL STATUS DISCLOSURE FORM

STUDENT ACCIDENT INSURANCE

PROPOSAL <u>LPS-0012</u>

PROPOSER'S CERTIFICATION Concerning Equal Employment Opportunities And Affirmative Action Policy

I/we, the proposer, certify that:

- 1) I/we are in compliance with the equal opportunity clause as set forth in Connecticut State law (Executive Order No. Three, http://www.cslib.org/exeorder3.htm).
- 2) I/we do not maintain segregated facilities.
- 3) I/we have filed all required employer's information reports.
- 4) I/we have developed and maintain written affirmative action programs.
- 5) I/we list job openings with federal and state employment services.
- 6) I/we attempt to employ and advance in employment qualified handicapped individuals.
- 7) I/we are in compliance with the Americans with Disabilities Act.
- 8) I/we (check one):

_____ have an Affirmative Action Program, or

_____ employ 10 people or fewer.

Legal Name of Proposer

(Signature) Proposer's Representative, Duly Authorized

Name of Proposer's Authorized Representative

Title of Proposer's Authorized Representative

Date

PROPOSER'S NON COLLUSION AFFIDAVIT

PROPOSAL FOR:

PROPOSAL NUMBER:

The undersigned proposer, having fully informed himself/herself/itself regarding the accuracy of the statements made herein, certifies that:

- (1) the proposal is genuine; it is not a collusive or sham proposal;
- (2) the proposer developed the proposal independently and submitted it without collusion with, and without any agreement, understanding, communication or planned common course of action with, any other person or entity designed to limit independent competition;
- (3) the proposer, its employees and agents have not communicated the contents of the proposal to any person not an employee or agent of the proposer and will not communicate the proposal to any such person prior to the official opening of the proposal; and
- (4) no elected or appointed official or other officer or employee of the Town of Ledyard is directly or indirectly interested in the proposer's proposal, or in the supplies, materials, equipment, work or labor to which it relates, or in any of the profits thereof.

The undersigned proposer further certifies that this affidavit is executed for the purpose of inducing the Town of Ledyard to consider its proposal and make an award in accordance therewith.

Legal Name of Proposer

(Signature) Proposer's Representative, Duly Authorized

Name of Proposer's Authorized Representative

Title of Proposer's Authorized Representative

Date

Subscribed and sworn to before me this _____ day of _____, 20 .

Notary Public My Commission Expires:

STUDENT ACCIDENT INSURANCE

PROPOSAL <u>LPS-0012</u>

PROPOSER'S STATEMENT OF REFERENCES

Provide at least three (3) references:

1.	BUSINESS NAME
	ADDRESS
	CITY, STATE
	TELEPHONE:
	INDIVIDUAL CONTACT NAME AND POSITION

- 2. BUSINESS NAME______ADDRESS_______ CITY, STATE______ TELEPHONE: ______ INDIVIDUAL CONTACT NAME AND POSITION
- 3. BUSINESS NAME______ADDRESS______CITY, STATE______TELEPHONE______INDIVIDUAL CONTACT NAME AND POSITION

END OF STATEMENT OF REFERENCES

CONTRACT FOR STUDENT ACCIDENT INSURANCE

PROPOSAL <u>LPS-0012</u>

This Contract is made as of the _____ day of _____, 20___ (the "Effective Date"), by and between the Town of Ledyard, Ledyard, Connecticut, a municipal corporation organized and existing under the laws of the State of Connecticut (the "Town"), and _____ (the "Contracting Party").

RECITALS:

WHEREAS, the Town has issued a Request for Proposals for <u>STUDENT</u> <u>ACCIDENT INSURANCE</u> (the "RFP"), a copy of which, along with any addenda, is attached as <u>Exhibit A</u>;

WHEREAS, the Contracting Party submitted a proposal to the Town dated _____ (the "Proposal"), a copy of which is attached as <u>Exhibit B</u>;

WHEREAS, the Town has selected the Contracting Party to perform the Work (as defined in Section 1 below); and

WHEREAS, the Town and the Contracting Party desire to enter into a formal contract for the performance of the Work.

NOW THEREFORE, in consideration of the recitals set forth above and the parties' mutual promises and obligations contained below, the parties agree as follows:

1. <u>Work</u>: The Contracting Party agrees to perform the Work described more fully in the attached <u>Exhibits A and B</u>,

2. The Contracting Party also agrees to comply with all of the terms and conditions set forth herein and in the RFP, including but not only all of the terms set forth in Section 26 (the "Contract Terms") of the Standard Instructions to Bidders.

3. Term: August 1, 2016 – July 31, 2017

4. <u>Contract Includes Exhibits; Order of Construction</u>: The Contract includes the RFP (<u>Exhibit A</u>) and the Proposal (<u>Exhibit B</u>), which are made a part hereof. In the event of a conflict or inconsistency between or among this document, the RFP, and the Proposal, this document shall have the highest priority, the RFP the second priority, and the Proposal the third priority.

5. Price and Payment:

6. <u>Right to Terminate</u>: If the Contracting Party's fails to comply with any of the terms, provisions or conditions of the Contract, including the exhibits, the Town shall have the right, in addition to all other available remedies, to declare the Contract in default and, therefore, to terminate it and to resubmit the subject matter of the Contract to further public procurement. In that event, the Contracting Party shall pay the Town, as liquidated damages, the amount of any excess of the price of the new contract over the Contract price provided for herein, plus any legal or other costs or expenses incurred by the Town in terminating this Contract and securing a new contracting party.

7. <u>No Waiver or Estoppel</u>: Either party's failure to insist upon the strict performance by the other of any of the terms, provisions and conditions of the Contract shall not be a waiver or create an estoppel. Notwithstanding any such failure, each party shall have the right thereafter to insist upon the other party's strict performance, and neither party shall be relieved of such obligation because of the other party's failure to comply with or otherwise to enforce or to seek to enforce any of the terms, provisions and conditions hereof.

8. <u>Notice</u>: Any notices provided for hereunder shall be given to the parties in writing (which may be hardcopy, facsimile, or e-mail) and shall be effective upon receipt at their respective addresses set forth below:

If to the Town:

Ledyard Public Schools, Attention: Jason Lathrop 4 Blonder Boulevard, Ledyard, CT 06339 860-464-9255 Phone 860-464-8589 Facsimile

If to the Contracting Party:

[name, address, fax and e-mail]

9. <u>Execution</u>: This Contract may be executed in one or more counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement, and shall become binding when one or more counterparts have been signed by each of the parties hereto and delivered (including delivery by facsimile) to each of the parties.

IN WITNESS THEREOF, the parties have executed this contract as of the last date signed below.

TOWN OF LEDYARD

By_____ Jason Lathrop, Business Manager Its Duly Authorized Agent Date: _____

[CONTRACTING PARTY LEGAL NAME]

By_____

Name, Title Its Duly Authorized Agent Date: _____

STUDENT ACCIDENT INSURANCE

PROPOSAL <u>LPS-0012</u>

Appendix A – History of Claims

Ledyard Public Schools Student Accident Insurance Claims 2013-2014

UGA2226ALedyard Schools 1310/1/2013Lawrence & Memorial Hospital\$0.00passed outACCIDENT3/12UGA2226ALedyard Schools 1310/1/2013Lawrence Memorial Hospital\$0.00passed outACCIDENT5/22UGA2226ALedyard Schools 1310/1/2013Misc. Provider\$0.00passed outACCIDENT5/22UGA2226ALedyard Schools 1310/1/2013EMP OF NEW LONDON COUNTY LLC\$0.00passed outACCIDENT7/21UGA2226ALedyard Schools 1310/1/2013EMP OF NEW LONDON COUNTY LLC\$0.00passed outACCIDENT7/21UGA2226ALedyard Schools 1310/7/2013EMP of New London County LLC\$0.00passed outACCIDENT3/12UGA2226ALedyard Schools 1310/7/2013EMP of New London County LLC\$218.00Lt Collarbone 10/07/13ACCIDENT3/12UGA2226ALedyard Schools 1310/7/2013Ocean Radiology Assoc PC\$11.28Lt Collarbone 10/07/13ACCIDENT1/31UGA2226ALedyard Schools 1310/7/2013Medicine LLC\$302.44Lt Collarbone 10/07/13ACCIDENT1/31UGA2226ALedyard Schools 1310/7/2013Medicine LLC\$31.30Lt Collarbone 10/07/13ACCIDENT1/32UGA2226ALedyard Schools 1310/7/2013Ledyard Emergency Squad\$0.00Lt Collarbone 10/07/13ACCIDENT4/24UGA2226ALedyard Schools 1310/7/2013Ledyard Emergency Squad\$0.00Lt Collarbone 10/07/13A	
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Ledyard Public Schools Student Accident Insurance Claims 2013-2014

Policy		Date of		Amount			
Number	Policyholder	Accident	Payee Name	Payable	Condition Description	Activity	Date Paid
UGA2226A	Ledyard Schools 13	11/26/2013	INDEPENDENCE PHYS THERAPY	\$25.00	rt foot 11/26/13	ACCIDENT	7/23/2014
UGA2226A	Ledyard Schools 13	11/26/2013	INDEPENDENCE PHYS THERAPY	\$0.00	rt foot 11/26/13	ACCIDENT	7/23/2014
UGA2226A	Ledyard Schools 13	11/26/2013	INDEPENDENCE PHYS THERAPY	\$25.00	rt foot 11/26/13	ACCIDENT	7/23/2014
UGA2226A	Ledyard Schools 13	11/26/2013	INDEPENDENCE PHYS THERAPY	\$0.00	rt foot 11/26/13	ACCIDENT	7/23/2014
UGA2226A	Ledyard Schools 13	11/26/2013	INDEPENDENCE PHYS THERAPY	\$0.00	rt foot 11/26/13	ACCIDENT	7/23/2014
UGA2226A	Ledyard Schools 13	11/26/2013	INDEPENDENCE PHYS THERAPY	\$25.00	rt foot 11/26/13	ACCIDENT	7/23/2014
UGA2226A	Ledyard Schools 13	11/26/2013	INDEPENDENCE PHYS THERAPY	\$0.00	rt foot 11/26/13	ACCIDENT	7/23/2014
UGA2226A	Ledyard Schools 13	11/26/2013	INDEPENDENCE PHYS THERAPY	\$0.00	rt foot 11/26/13	ACCIDENT	7/23/2014
UGA2226A	Ledyard Schools 13	11/26/2013	INDEPENDENCE PHYS THERAPY	\$25.00	rt foot 11/26/13	ACCIDENT	8/14/2014
UGA2226A	Ledyard Schools 13	11/26/2013	INDEPENDENCE PHYS THERAPY	\$0.00	rt foot 11/26/13	ACCIDENT	8/14/2014
UGA2226A	Ledyard Schools 13	11/26/2013	INDEPENDENCE PHYS THERAPY	\$25.00	rt foot 11/26/13	ACCIDENT	8/14/2014
UGA2226A	Ledyard Schools 13	11/26/2013	INDEPENDENCE PHYS THERAPY	\$0.00	rt foot 11/26/13	ACCIDENT	8/14/2014
			Seacoast Orthopedic Surgery and Sports				
UGA2226A	Ledyard Schools 13	11/26/2013	Medicine LLC	\$110.21	rt foot 11/26/13	ACCIDENT	7/23/2014
			Seacoast Orthopedic Surgery and Sports				
UGA2226A	Ledyard Schools 13	11/26/2013	Medicine LLC	\$2.37	rt foot 11/26/13	ACCIDENT	7/23/2014
			Seacoast Orthopedic Surgery and Sports				
UGA2226A	Ledyard Schools 13	11/26/2013	Medicine LLC	\$2.37	rt foot 11/26/13	ACCIDENT	7/23/2014
			Seacoast Orthopedic Surgery and Sports				
UGA2226A	Ledyard Schools 13	11/26/2013	Medicine LLC	\$23.71	rt foot 11/26/13	ACCIDENT	7/23/2014
UGA2226A	Ledyard Schools 13	5/27/2014	Lawrence & Memorial Hospital	\$0.00	NON-ACCIDENT/INJURY	OTHER	7/23/2014
UGA2226A	Ledyard Schools 13	6/16/2014	HANGER ORTHOPEDIC GROUP INC	\$0.00	inc cf wrist	ACCIDENT	3/26/2015
UGA2226A	Ledyard Schools 13	6/16/2014	EMP OF NEW LONDON COUNTY LLC	\$0.00	inc cf wrist	ACCIDENT	3/26/2015
UGA2226A	Ledyard Schools 13	6/16/2014	EMP OF NEW LONDON COUNTY LLC	\$0.00	inc cf wrist	ACCIDENT	3/26/2015
				\$3,870.99			

Ledyard Public Schools Student Accident Insurance Claims 2014-2015

Policy		Date of		Amount	Condition		
Number	Policyholder	Accident	Payee Name	Payable	Description	Activity	Date Paid
Maniber		Accident		I dyddic	Description	Activity	Date I ala
UHA2226A	Ledyard Schools 14	10/7/2014	Lawrence & Memorial Hospital	\$0.00	wrist bone 10/07/14	ACCIDENT	3/13/2015
UHA2226A	Ledyard Schools 14	10/17/2014	Misc. Provider	\$100.00	ANKLE 10/17/14	ACCIDENT	4/30/2015
UHA2226A	Ledyard Schools 14	10/17/2014	BACKUS PHYSICIAN SERVICES	\$30.00	ANKLE 10/17/14	ACCIDENT	10/1/2015
UHA2226A	Ledyard Schools 14	10/17/2014	BACKUS PHYSICIAN SERVICES	\$30.00	ANKLE 10/17/14	ACCIDENT	10/1/2015
UHA2226A	Ledyard Schools 14	10/17/2014	Misc. Provider	\$0.00	ANKLE 10/17/14	ACCIDENT	10/13/2015
UHA2226A	Ledyard Schools 14	10/17/2014	Misc. Provider	\$0.00	ANKLE 10/17/14	ACCIDENT	10/13/2015
UHA2226A	Ledyard Schools 14	10/17/2014	Misc. Provider	\$0.00	ANKLE 10/17/14	ACCIDENT	10/13/2015
UHA2226A	Ledyard Schools 14	10/17/2014	Misc. Provider	\$0.00	ANKLE 10/17/14	ACCIDENT	10/13/2015
UHA2226A	Ledyard Schools 14	10/17/2014	Misc. Provider	\$0.00	ANKLE 10/17/14	ACCIDENT	10/13/2015
UHA2226A	Ledyard Schools 14	10/17/2014	Misc. Provider	\$0.00	ANKLE 10/17/14	ACCIDENT	10/13/2015
UHA2226A	Ledyard Schools 14	10/17/2014	Misc. Provider	\$0.00	ANKLE 10/17/14	ACCIDENT	10/13/2015
UHA2226A	Ledyard Schools 14	10/17/2014	Misc. Provider	\$0.00	ANKLE 10/17/14	ACCIDENT	10/13/2015
UHA2226A	Ledyard Schools 14	10/17/2014	Misc. Provider	\$0.00	ANKLE 10/17/14	ACCIDENT	10/13/2015
UHA2226A	Ledyard Schools 14	10/17/2014	Misc. Provider	\$0.00	ANKLE 10/17/14	ACCIDENT	10/13/2015
UHA2226A	Ledyard Schools 14	10/17/2014	ANB PTSMA Holdings Inc	\$15.00	ANKLE 10/17/14	ACCIDENT	11/12/2015
UHA2226A	Ledyard Schools 14	10/17/2014	ANB PTSMA Holdings Inc	\$15.00	ANKLE 10/17/14	ACCIDENT	11/12/2015
UHA2226A	Ledyard Schools 14	10/17/2014	ANB PTSMA Holdings Inc	\$15.00	ANKLE 10/17/14	ACCIDENT	11/12/2015
UHA2226A	Ledyard Schools 14	10/17/2014	ANB PTSMA Holdings Inc	\$15.00	ANKLE 10/17/14	ACCIDENT	11/12/2015
UHA2226A	Ledyard Schools 14	10/17/2014	ANB PTSMA Holdings Inc	\$15.00	ANKLE 10/17/14	ACCIDENT	11/12/2015
UHA2226A	Ledyard Schools 14	10/17/2014	ANB PTSMA Holdings Inc	\$15.00	ANKLE 10/17/14	ACCIDENT	11/12/2015
UHA2226A	Ledyard Schools 14	10/17/2014	ANB PTSMA Holdings Inc	\$15.00	ANKLE 10/17/14	ACCIDENT	11/12/2015
UHA2226A	Ledyard Schools 14	10/17/2014	ANB PTSMA Holdings Inc	\$15.00	ANKLE 10/17/14	ACCIDENT	11/12/2015
UHA2226A	Ledyard Schools 14	10/17/2014	ANB PTSMA Holdings Inc	\$15.00	ANKLE 10/17/14	ACCIDENT	11/12/2015
UHA2226A	Ledyard Schools 14	10/17/2014	ANB PTSMA Holdings Inc	\$15.00	ANKLE 10/17/14	ACCIDENT	11/12/2015
UHA2226A	Ledyard Schools 14	11/24/2014	Lawrence & Memorial Hospital	\$0.00	BACK 11/24/14	ACCIDENT	4/3/2015
					inc cf ankle		
UHA2226A	Ledyard Schools 14	2/25/2015	William W Backus Hospital	\$471.82	02/25/15	ACCIDENT	10/23/2015
			SOUNDVIEW ORTHOPAEDIC ASSOC				
UHA2226A	Ledyard Schools 14	3/13/2015	LLP	\$16.64	knee 03/13/15	ACCIDENT	7/6/2015
			SOUNDVIEW ORTHOPAEDIC ASSOC				
UHA2226A	Ledyard Schools 14	3/13/2015	LLP	\$16.64	knee 03/13/15	ACCIDENT	7/6/2015
			SOUNDVIEW ORTHOPAEDIC ASSOC				
UHA2226A	Ledyard Schools 14	3/13/2015	LLP	\$16.64	knee 03/13/15	ACCIDENT	7/6/2015
			SOUNDVIEW ORTHOPAEDIC ASSOC				
UHA2226A	Ledyard Schools 14	3/13/2015	LLP	\$374.20	knee 03/13/15	ACCIDENT	7/6/2015
			SOUNDVIEW ORTHOPAEDIC ASSOC				
UHA2226A	Ledyard Schools 14	3/13/2015	LLP	\$59.87	knee 03/13/15	ACCIDENT	7/6/2015
UHA2226A	Ledyard Schools 14	3/13/2015	COASTAL IMAGING LLC	\$54.72	knee 03/13/15	ACCIDENT	6/18/2015
UHA2226A	Ledyard Schools 14	3/13/2015	ANES ASSOC OF NEW LONDON	\$248.00	knee 03/13/15	ACCIDENT	9/9/2015
			SOUNDVIEW ORTHOPAEDIC ASSOC	40.00			
UHA2226A	Ledyard Schools 14	3/13/2015	LLP	\$0.00	knee 03/13/15	ACCIDENT	7/6/2015
		2/42/2045	SOUNDVIEW ORTHOPAEDIC ASSOC	60.00			
UHA2226A	Ledyard Schools 14	3/13/2015		\$0.00	knee 03/13/15	ACCIDENT	7/6/2015
		2/42/2045	SOUNDVIEW ORTHOPAEDIC ASSOC	60.00			
UHA2226A	Ledyard Schools 14	3/13/2015		\$0.00	knee 03/13/15	ACCIDENT	7/6/2015
		2/42/2045	SOUNDVIEW ORTHOPAEDIC ASSOC	ć0.00			7/6/2015
UHA2226A	Ledyard Schools 14	3/13/2015		\$0.00	knee 03/13/15	ACCIDENT	7/6/2015
	Lodward Cobacts 14	2/12/2015	SOUNDVIEW ORTHOPAEDIC ASSOC	60.00	knop 02/12/15		7/6/2015
UHA2226A	Ledyard Schools 14	3/13/2015		\$0.00	knee 03/13/15	ACCIDENT	7/6/2015
	Ledyard Schools 14	2/12/2015	SOUNDVIEW ORTHOPAEDIC ASSOC	ć7 ⊑ 4	knor 02/12/15		7/6/2015
UHA2226A	Ledyard Schools 14	3/13/2015 3/13/2015	COASTAL IMAGING LLC	\$7.54 \$104.72	knee 03/13/15	ACCIDENT	7/6/2015
UHA2226A	Leuyaru Schools 14	5/15/2015		ş104.72	knee 03/13/15	ACCIDENT	7/2/2015

Ledyard Public Schools Student Accident Insurance Claims 2014-2015

Policy		Date of		Amount	Condition		
Number	Policyholder	Accident	Payee Name	Payable	Description	Activity	Date Paid
UHA2226A	Ledyard Schools 14	3/13/2015	LAWRENCE MEMORIAL HOSP	\$781.20	knee 03/13/15	ACCIDENT	10/20/2015
UHA2226A	Ledyard Schools 14	5/8/2015	Lawrence & Memorial Hospital	\$0.00	NOT COVERED	ACCIDENT	10/13/2015
UHA2226A	Ledyard Schools 14	5/8/2015	EMP OF NEW LONDON COUNTY LLC	\$0.00	NOT COVERED	ACCIDENT	10/13/2015
UHA2226A	Ledyard Schools 14	6/1/2015	Lawrence & Memorial Hospital	\$364.88	L FOOT 6/1/15	ACCIDENT	12/14/2015
UHA2226A	Ledyard Schools 14	6/1/2015	Lawrence & Memorial Hospital	\$56.00	L FOOT 6/1/15	ACCIDENT	12/14/2015
UHA2226A	Ledyard Schools 14	6/1/2015	Lawrence & Memorial Hospital	\$334.38	L FOOT 6/1/15	ACCIDENT	12/14/2015
UHA2226A	Ledyard Schools 14	6/1/2015	SHAWS COVE ORTHOPAEDICS, LLC	\$25.00	L FOOT 6/1/15	ACCIDENT	12/14/2015
UHA2226A	Ledyard Schools 14	6/1/2015	SHAWS COVE ORTHOPAEDICS, LLC	\$0.00	L FOOT 6/1/15	ACCIDENT	12/14/2015
UHA2226A	Ledyard Schools 14	6/1/2015	SHAWS COVE ORTHOPAEDICS, LLC	\$9.20	L FOOT 6/1/15	ACCIDENT	12/14/2015
UHA2226A	Ledyard Schools 14	6/1/2015	SHAWS COVE ORTHOPAEDICS, LLC	\$25.00	L FOOT 6/1/15	ACCIDENT	12/14/2015
UHA2226A	Ledyard Schools 14	6/1/2015	SHAWS COVE ORTHOPAEDICS, LLC	\$0.00	L FOOT 6/1/15	ACCIDENT	12/14/2015
UHA2226A	Ledyard Schools 14	6/1/2015	SHAWS COVE ORTHOPAEDICS, LLC	\$25.00	L FOOT 6/1/15	ACCIDENT	12/14/2015
				\$3,301.45			

Ledyard Public Schools Student Accident Insurance Claims 2015-2016

Policy		Date of		Amount	Condition		
Number	Policyholder	Accident	Payee Name	Payable	Description	Activity	Date Paid
UIA2226A	Ledyard Schools 15	8/27/2015	INDEPENDENCE PHYS THERAPY	\$28.35	LT KNEE	ACCIDENT	1/29/2016
UIA2226A	Ledyard Schools 15	8/27/2015	INDEPENDENCE PHYS THERAPY	\$10.05	LT KNEE	ACCIDENT	1/29/2016
UIA2226A	Ledyard Schools 15	8/27/2015	INDEPENDENCE PHYS THERAPY	\$39.93	LT KNEE	ACCIDENT	1/29/2016
UIA2226A	Ledyard Schools 15	8/27/2015	INDEPENDENCE PHYS THERAPY	\$14.16	LT KNEE	ACCIDENT	1/29/2016
UIA2226A	Ledyard Schools 15	8/27/2015	INDEPENDENCE PHYS THERAPY	\$40.24	LT KNEE	ACCIDENT	1/29/2016
UIA2226A	Ledyard Schools 15	8/27/2015	INDEPENDENCE PHYS THERAPY	\$14.26	LT KNEE	ACCIDENT	1/29/2016
UIA2226A	Ledyard Schools 15	8/27/2015	INDEPENDENCE PHYS THERAPY	\$40.24	LT KNEE	ACCIDENT	1/29/2016
UIA2226A	Ledyard Schools 15	8/27/2015	INDEPENDENCE PHYS THERAPY	\$14.26	LT KNEE	ACCIDENT	1/29/2016
UIA2226A	Ledyard Schools 15	8/27/2015	INDEPENDENCE PHYS THERAPY	\$40.24	LT KNEE	ACCIDENT	1/29/2016
UIA2226A	Ledyard Schools 15	8/27/2015	INDEPENDENCE PHYS THERAPY	\$14.26	LT KNEE	ACCIDENT	1/29/2016
UIA2226A	Ledyard Schools 15	8/27/2015	INDEPENDENCE PHYS THERAPY	\$40.24	LT KNEE	ACCIDENT	1/29/2016
UIA2226A	Ledyard Schools 15	8/27/2015	INDEPENDENCE PHYS THERAPY	\$14.26	LT KNEE	ACCIDENT	1/29/2016
UIA2226A	Ledyard Schools 15	8/27/2015	INDEPENDENCE PHYS THERAPY	\$66.15	LT KNEE	ACCIDENT	1/29/2016
UIA2226A	Ledyard Schools 15	8/27/2015	INDEPENDENCE PHYS THERAPY	\$23.45	LT KNEE	ACCIDENT	1/29/2016
UIA2226A	Ledyard Schools 15		Dura Medic	\$47.65	LT KNEE	ACCIDENT	1/2/2016
UIAZZZÓA		8/27/2015		\$47.05		ACCIDENT	1/7/2016
UIA2226A	Ledyard Schools 15	8/27/2015	SOUNDVIEW ORTHOPAEDIC ASSOC LLP	\$30.00	LT KNEE	ACCIDENT	1/29/2016
UIA2226A	Ledyard Schools 15	8/27/2015	SOUNDVIEW ORTHOPAEDIC ASSOC LLP	\$30.00	LT KNEE	ACCIDENT	1/29/2016
UIA2226A	Ledyard Schools 15	8/27/2015	SOUNDVIEW ORTHOPAEDIC ASSOC LLP	\$7.11	LT KNEE	ACCIDENT	1/29/2016
UIA2226A	Ledyard Schools 15	8/27/2015	INDEPENDENCE PHYS THERAPY	\$0.00	LT KNEE	ACCIDENT	1/29/2016
UIA2226A	Ledyard Schools 15	8/27/2015	INDEPENDENCE PHYS THERAPY	\$0.00	LT KNEE	ACCIDENT	1/29/2016
UIA2226A	Ledyard Schools 15	8/27/2015	INDEPENDENCE PHYS THERAPY	\$40.24	LT KNEE	ACCIDENT	1/29/2016
UIA2226A	Ledyard Schools 15	8/27/2015	INDEPENDENCE PHYS THERAPY	\$14.26	LT KNEE	ACCIDENT	1/29/2016
UIA2226A	Ledyard Schools 15	8/27/2015	INDEPENDENCE PHYS THERAPY	\$40.24	LT KNEE	ACCIDENT	1/29/2016
UIA2226A UIA2226A	Ledyard Schools 15	8/27/2015	INDEPENDENCE PHYS THERAPY	\$40.24	LT KNEE	ACCIDENT	1/29/2016
UIA2226A UIA2226A	Ledyard Schools 15	8/27/2015	INDEPENDENCE PHYS THERAPY	\$0.00	LT KNEE	ACCIDENT	1/29/2016
UIA2226A UIA2226A	Ledyard Schools 15	8/27/2015	INDEPENDENCE PHYS THERAPY	\$0.00	LT KNEE	ACCIDENT	1/29/2016
UIA2226A UIA2226A	Ledyard Schools 15	8/27/2015	INDEPENDENCE PHYS THERAPY	\$0.00	LT KNEE	ACCIDENT	1/29/2016
UIA2226A	Ledyard Schools 15		INDEPENDENCE PHYS THERAPY	\$0.00		ACCIDENT	
		8/27/2015		-			1/29/2016
UIA2226A	Ledyard Schools 15	8/27/2015		\$0.00		ACCIDENT	1/29/2016
UIA2226A	Ledyard Schools 15	8/27/2015		\$0.00		ACCIDENT	1/29/2016
UIA2226A	Ledyard Schools 15	8/27/2015	INDEPENDENCE PHYS THERAPY	\$0.00		ACCIDENT	1/29/2016
UIA2226A	Ledyard Schools 15	8/27/2015		\$0.00		ACCIDENT	1/29/2016
UIA2226A	Ledyard Schools 15	8/27/2015	INDEPENDENCE PHYS THERAPY	\$0.00		ACCIDENT	1/29/2016
UIA2226A	Ledyard Schools 15	8/27/2015	INDEPENDENCE PHYS THERAPY	\$0.00	LT KNEE	ACCIDENT	1/29/2016
		0/00/00/5	Seacoast Orthopedic Surgery and Sports	<i>.</i>			40/5/0045
UIA2226A	Ledyard Schools 15	8/30/2015	Medicine LLC	\$40.00	WRIST	ACCIDENT	12/5/2015
		0/00/00/5	Seacoast Orthopedic Surgery and Sports	400.00			40/5/0045
UIA2226A	Ledyard Schools 15	8/30/2015	Medicine LLC	\$33.29	WRIST	ACCIDENT	12/5/2015
UIA2226A	Ledyard Schools 15	8/30/2015	MEDAID LLC	\$42.15	WRIST	ACCIDENT	10/29/2015
			Seacoast Orthopedic Surgery and Sports				
UIA2226A	Ledyard Schools 15	8/30/2015	Medicine LLC	\$0.00	WRIST	ACCIDENT	12/14/2015
UIA2226A	Ledyard Schools 15	8/30/2015	Misc. Provider	\$0.00	WRIST	ACCIDENT	12/5/2015
UIA2226A	Ledyard Schools 15	8/30/2015	Lawrence & Memorial Hospital	\$193.00	WRIST	ACCIDENT	2/8/2016
		0/20/2015	Seacoast Orthopedic Surgery and Sports	ć0.00	MIDICT		12/11/2015
UIA2226A	Ledyard Schools 15	8/30/2015	Medicine LLC	\$0.00	WRIST	ACCIDENT	12/14/2015
	Lodvard Caboola 15	0/10/2015	CHILDREN' S DENTAL ASSOCIATES OF NLC,	ć27.00	upper lip/jaw		2/4/2010
UIA2226A	Ledyard Schools 15	9/10/2015		\$27.00	09/10/15	ACCIDENT	2/4/2016
	Lodvard Caboola 15	0/10/2015	CHILDREN' S DENTAL ASSOCIATES OF NLC,	ć7.00	upper lip/jaw		2/4/2010
UIA2226A	Ledyard Schools 15	9/10/2015	PC	\$7.00	09/10/15	ACCIDENT	2/4/2016
UIA2226A	l advard Schools 15	0/10/2015		\$0.00	upper lip/jaw		2/1/2016
UIAZZZÓA	Ledyard Schools 15	9/10/2015	PROFESSIONAL ENDODONTICS LLC	\$0.00	09/10/15	ACCIDENT	2/4/2016
UIA2226A	l advard Schools 15	0/10/2015		\$0.00	upper lip/jaw	ACCIDENT	2/1/2016
UIAZZZOA	Ledyard Schools 15	9/10/2015	PROFESSIONAL ENDODONTICS LLC	ŞU.UU	09/10/15	ACCIDENT	2/4/2016

Ledyard Public Schools Student Accident Insurance Claims 2015-2016

Policy		Date of		Amount	Condition		
Number	Policyholder	Accident	Payee Name	Payable	Description	Activity	Date Paid
i tumber					upper lip/jaw	receivery	Date Fuld
UIA2226A	Ledyard Schools 15	9/10/2015	PROFESSIONAL ENDODONTICS LLC	\$0.00	09/10/15	ACCIDENT	2/4/2016
	,				upper lip/jaw		
UIA2226A	Ledyard Schools 15	9/10/2015	PROFESSIONAL ENDODONTICS LLC	\$0.00	09/10/15	ACCIDENT	2/4/2016
		-, -,			upper lip/jaw		
UIA2226A	Ledyard Schools 15	9/10/2015	PROFESSIONAL ENDODONTICS LLC	\$0.00	09/10/15	ACCIDENT	2/4/2016
	,				upper lip/jaw		
UIA2226A	Ledyard Schools 15	9/10/2015	PROFESSIONAL ENDODONTICS LLC	\$0.00	09/10/15	ACCIDENT	2/4/2016
					upper lip/jaw		
UIA2226A	Ledyard Schools 15	9/10/2015	PROFESSIONAL ENDODONTICS LLC	\$0.00	09/10/15	ACCIDENT	2/4/2016
					upper lip/jaw		
UIA2226A	Ledyard Schools 15	9/10/2015	PROFESSIONAL ENDODONTICS LLC	\$0.00	09/10/15	ACCIDENT	2/4/2016
					upper lip/jaw		
UIA2226A	Ledyard Schools 15	9/10/2015	PROFESSIONAL ENDODONTICS LLC	\$0.00	09/10/15	ACCIDENT	2/4/2016
					upper lip/jaw		
UIA2226A	Ledyard Schools 15	9/10/2015	PROFESSIONAL ENDODONTICS LLC	\$0.00	09/10/15	ACCIDENT	2/4/2016
					upper lip/jaw		
UIA2226A	Ledyard Schools 15	9/10/2015	PROFESSIONAL ENDODONTICS LLC	\$0.00	09/10/15	ACCIDENT	2/4/2016
					upper lip/jaw		
UIA2226A	Ledyard Schools 15	9/10/2015	PROFESSIONAL ENDODONTICS LLC	\$890.00	09/10/15	ACCIDENT	2/8/2016
					upper lip/jaw		
UIA2226A	Ledyard Schools 15	9/10/2015	PROFESSIONAL ENDODONTICS LLC	\$890.00	09/10/15	ACCIDENT	2/8/2016
					upper lip/jaw		
UIA2226A	Ledyard Schools 15	9/10/2015	PROFESSIONAL ENDODONTICS LLC	\$890.00	09/10/15	ACCIDENT	2/8/2016
					upper lip/jaw		
UIA2226A	Ledyard Schools 15	9/10/2015	PROFESSIONAL ENDODONTICS LLC	\$300.00	09/10/15	ACCIDENT	2/8/2016
					upper lip/jaw		
UIA2226A	Ledyard Schools 15	9/10/2015	PROFESSIONAL ENDODONTICS LLC	\$300.00	09/10/15	ACCIDENT	2/8/2016
					upper lip/jaw		
UIA2226A	Ledyard Schools 15	9/10/2015	PROFESSIONAL ENDODONTICS LLC	\$300.00	09/10/15	ACCIDENT	2/8/2016
UIA2226A	Ledyard Schools 15	9/28/2015	RICHARD J LAVOIE MD	\$0.00	head	ACCIDENT	1/20/2016
UIA2226A	Ledyard Schools 15	9/28/2015	RICHARD J LAVOIE MD	\$25.00	head	ACCIDENT	1/20/2016
					CONCUSSION		
			EMERGENCY MEDICINE PHYSICIANS OF	* • • • • •	STERNUM		
UIA2226A	Ledyard Schools 15	10/1/2015	NEW LONDON COUNTY LLC	\$166.50	10/01/15	ACCIDENT	12/2/2015
					CONCUSSION		
	Ladvard Cabaala 15	10/1/2015	EMERGENCY MEDICINE PHYSICIANS OF	¢666 00	STERNUM		2/1/2010
UIA2226A	Ledyard Schools 15	10/1/2015	NEW LONDON COUNTY LLC	\$666.00	10/01/15	ACCIDENT	2/1/2016
UIA2226A	Ledyard Schools 15	10/1/2015	LMW HEALTHCARE INC	\$11.56	rt big toe 10/01/15	ACCIDENT	12/12/2015
UIAZZZÓA		10/1/2015		\$11.50	11 big 10e 10/01/15	ACCIDENT	12/12/2015
UIA2226A	Ledyard Schools 15	10/1/2015	DR BERNARD V MARZILLI, JR	\$16.00	rt big toe 10/01/15	ACCIDENT	12/4/2015
UIAZZZUA		10/1/2013	DR BERNARD V WARZIELI, JR	\$10.00	11 DIg 100 10/01/13	ACCIDENT	12/4/2013
UIA2226A	Ledyard Schools 15	10/1/2015	Misc. Provider	\$0.00	rt big toe 10/01/15	ACCIDENT	12/12/2015
UIAZZZUA		10/1/2013		Ş0.00	11 DIg 100 10/01/13	ACCIDENT	12/12/2013
UIA2226A	Ledyard Schools 15	10/1/2015	DR BERNARD V MARZILLI, JR	\$0.00	rt big toe 10/01/15	ACCIDENT	12/12/2015
UIAZZZUA		10/1/2015		Ş0.00		ACCIDENT	12/12/2015
UIA2226A	Ledyard Schools 15	10/1/2015	LMW HEALTHCARE	\$0.00	rt big toe 10/01/15	ACCIDENT	1/7/2016
01/(2220/(10/1/2013		90.00	NO C/F HIP	ACCIDENT	1/7/2010
UIA2226A	Ledyard Schools 15	10/1/2015	SOUNDVIEW ORTHOPAEDIC ASSOC LLP	\$0.00	10/01/15	ACCIDENT	12/19/2015
				<i></i>	NO C/F HIP		,, _010
UIA2226A	Ledyard Schools 15	10/1/2015	SOUNDVIEW ORTHOPAEDIC ASSOC LLP	\$0.00	10/01/15	ACCIDENT	12/19/2015
		-, -, -, -, -, -, -, -, -, -, -, -, -, -		,	NO C/F HIP		,, 2020
UIA2226A	Ledyard Schools 15	10/1/2015	Lawrence & Memorial Hospital	\$0.00	10/01/15	ACCIDENT	12/19/2015
	,	, ,		1	NO C/F HIP		, -,
UIA2226A	Ledyard Schools 15	10/1/2015	SOUNDVIEW ORTHOPAEDIC ASSOC LLP	\$0.00	10/01/15	ACCIDENT	1/29/2016
	,	, ,=====		,	, •_, _0	• •	, -,= •

Ledyard Public Schools Student Accident Insurance Claims 2015-2016

Policy		Date of		Amount	Condition		
Number	Policyholder	Accident	Payee Name	Payable	Description	Activity	Date Paid
					NO C/F HIP		
UIA2226A	Ledyard Schools 15	10/1/2015	SOUNDVIEW ORTHOPAEDIC ASSOC LLP	\$0.00	10/01/15	ACCIDENT	1/29/2016
UIA2226A	Ledyard Schools 15	10/9/2015	SOUNDVIEW ORTHOPAEDIC ASSOC LLP	\$5.46	rt knee 10/09/15	ACCIDENT	12/18/2015
UIA2226A	Ledyard Schools 15	10/9/2015	SOUNDVIEW ORTHOPAEDIC ASSOC LLP	\$23.61	rt knee 10/09/15	ACCIDENT	1/5/2016
		10/0/2015		ć122.0C	nt luces 10/00/15		1/5/2010
UIA2226A	Ledyard Schools 15	10/9/2015	SOUNDVIEW ORTHOPAEDIC ASSOC LLP	\$133.86	rt knee 10/09/15	ACCIDENT	1/5/2016
UIA2226A	Ledyard Schools 15	10/9/2015	SOUNDVIEW ORTHOPAEDIC ASSOC LLP	\$0.00	rt knee 10/09/15	ACCIDENT	1/5/2016
UIA2226A	Ledyard Schools 15	10/9/2015	Lawrence & Memorial Hospital	\$0.00	rt knee 10/09/15	ACCIDENT	1/7/2016
UIA2226A	Ledyard Schools 15	10/9/2015	Ocean Radiology Assoc PC	\$0.00	rt knee 10/09/15	ACCIDENT	1/8/2016
UIA2226A	Ledyard Schools 15	10/9/2015	Lawrence & Memorial Hospital	\$0.00	rt knee 10/09/15	ACCIDENT	1/8/2016
UIA2226A	Ledyard Schools 15	10/9/2015	Norwich Orthopedic Group, PC	\$53.72	rt foot 10/09/15	ACCIDENT	1/15/2016
UIA2226A	Ledyard Schools 15	10/9/2015	Norwich Orthopedic Group, PC	\$80.00	rt foot 10/09/15	ACCIDENT	1/15/2016
UIA2226A	Ledyard Schools 15	10/9/2015	Norwich Orthopedic Group, PC	\$462.31	rt foot 10/09/15	ACCIDENT	1/15/2016
UIA2226A	Ledyard Schools 15	10/9/2015	Norwich Orthopedic Group, PC	\$36.06	rt foot 10/09/15	ACCIDENT	1/15/2016
UIA2226A	Ledyard Schools 15	10/9/2015	Norwich Orthopedic Group, PC	\$0.00	rt foot 10/09/15	ACCIDENT	1/12/2016
UIA2226A	Ledyard Schools 15	10/9/2015	Norwich Orthopedic Group, PC	\$0.00	rt foot 10/09/15	ACCIDENT	1/12/2016
UIA2226A	Ledyard Schools 15	10/9/2015	Norwich Orthopedic Group, PC	\$0.00	rt foot 10/09/15	ACCIDENT	1/12/2016
UIA2226A	Ledyard Schools 15	10/9/2015	Norwich Orthopedic Group, PC	\$0.00	rt foot 10/09/15	ACCIDENT	1/12/2016
UIA2226A	Ledyard Schools 15	10/17/2015	Misc. Provider	\$0.00	jaw 10/17/15	ACCIDENT	1/13/2016
				\$6,216.37			

TOWN OF LEDYARD, CONNECTICUT

STUDENT ACCIDENT INSURANCE

PROPOSAL <u>LPS-0012</u>

Appendix B – No Loss Letter, Voluntary Plan

The Allen J. Flood Companies 2 Madison Ave Ste. 2 Larchmont, NY 10538 914 834-9326

According to our records, there have been no claims paid for the following policy:

UHA2227A	8/01/14 -	Current
UGA2227A	8/01/13 -	8/01/14
UFG2227A	8/01/12 -	8/01/13
UEG2227A	8/01/11 -	8/01/12
UDG2227A	8/01/10 -	8/01/11

This information is for claims paid through 5/31/15.

Jennifer Tyra 914-922-9222

TOWN OF LEDYARD, CONNECTICUT

STUDENT ACCIDENT INSURANCE

PROPOSAL <u>LPS-0012</u>

Appendix C - 2015/2016 Policies

GROUP APPLICATION

This is an application for **ACCIDENT ONLY INSURANCE** on form GA26932. It is based on the following statements and representations.

GROUP POLICY NO: UAG2226A NEW

1. POLICYHOLDER: Ledyard Public Schools

ADDRESS: 4 Blonder Blvd

Ledyard, CT 06339

Type of business or organization: Public School

Coverage for subsidiaries: No

Persons who qualify within the Plans and classes described below are eligible to be insured under the Policy.

2. REQUESTED EFFECTIVE DATE: 08/01/2007

			BASE PLAN	1							
۱.	Class	DESCRIF	TION and Number Eligible								
Enrolled Students K-12 Est 3100											
An registered Students of the Policyholder.											
8.	Referenced			ination Dat	es and Changes for E	Base Plan coverages will be:					
		□ The fi	irst day of the day of the month	on or after	the event occurs.						
	l	Other									
).	Class	DESCRI	PTION OF HAZARDS								
		Sports Co	overage: Interscholastic & Intrar	nural, Bano	d, Cheerleaders & Ma	jorettes, Gym, Field Trips					
		Non Spo	rt Extracurricular Activities								
).	Class	DESCRI	PTION OF BENEFITS								
		\$1,000,0	00 Medical Expense Benefit	Full Excess	\$0 Deductible						
	Class	PRINCIP	AL SUM								
		. ,									
				•	•	er incident					
				ss of Sight	Benefit						
	BASE PLA	N AGGRE	GATE LIMIT OF LIABILITY:								
		\$500,000	per accident, AD&D only	Monthly	Other						
	PER PERS	ON BY:	Class: N/A		Rate: N/A						
	TOTAL NU	MBER OF	COVERED PERSONS:		TOTAL PREMIUM:						
	3 .	 Class Class Class BASE PLA PER PERSE 	Enrolled S All register Referenced dates app X The d The fi Other Class DESCRI Sports Co Non Spo Class DESCRI \$1,000,0 Class PRINCIP \$10,000 \$10,000 \$10,000 \$20,000 PER PERSON BY:	 Class DESCRIPTION and Number Eligible Enrolled Students K-12 All registered Students of the Policyholde Referenced dates applicable to Effective Dates, Term X The date the event occurs. The first day of the day of the month Other:	Enrolled Students K-12 Est 3100 All registered Students of the Policyholder. Referenced dates applicable to Effective Dates, Termination Dat X The date the event occurs. The first day of the day of the month on or after Other: Class DESCRIPTION OF HAZARDS Sports Coverage: Interscholastic & Intramural, Band Non Sport Extracurricular Activities DESCRIPTION OF BENEFITS \$1,000,000 Medical Expense Benefit Full Excess Class PRINCIPAL SUM \$10,000 Accidental Death \$10,000 Accidental Death \$10,000 Accidental Dismemberment, Loss of Sight BASE PLAN AGGREGATE LIMIT OF LIABILITY: \$500,000 per accident, AD&D only Monthly PER PERSON BY: Class: N/A	 Class DESCRIPTION and Number Eligible Enrolled Students K-12 Est 3100 All registered Students of the Policyholder. Referenced dates applicable to Effective Dates, Termination Dates and Changes for E X The date the event occurs. The first day of the day of the month on or after the event occurs. Other: Other: Class DESCRIPTION OF HAZARDS Sports Coverage: Interscholastic & Intramural, Band, Cheerleaders & Ma Non Sport Extracurricular Activities Class DESCRIPTION OF BENEFITS \$1,000,000 Medical Expense Benefit Full Excess \$0 Deductible Class PRINCIPAL SUM \$10,000 Accidental Death \$10,000 Crisis Death Benefit, Per Person, Up to Maximum of \$100,000 p \$20,000 Accidental Dismemberment, Loss of Sight Benefit BASE PLAN AGGREGATE LIMIT OF LIABILITY: \$500,000 per accident, AD&D only Monthly Other PER PERSON BY: Class: N/A Rate: N/A 					

ADDITIONAL	BENEFITS
------------	----------

	Α.	Class	DESCRIPT N/A	ΓΙΟΝ			Number Eligi N/A	ble
	в	Age Limits:		□ 70		Other [.]	IN/A	
	υ.		Child:	☐ 19 (25 if student)				
	C.	Referenced will be:	dates appli □ The c	icable to Effective Dates late the event occurs. first day of the day of the	, Tern month	nination Dat	es and Changes f ne event occurs.	or Additional coverages
	D.	Class	DESCRIP [.] N/A	TION OF HAZARDS				
	Ε.	Class	DESCRIP N/A	TION OF BENEFITS				
	F.	AGGREGA	TE LIMIT O	F LIABILITY: \$N/A			Monthly	□ Other
		PER PERSC	ON BY: C	lass: N/A		Rate: N/A		
		TOTAL NUM	BER OF CO	OVERED PERSONS: N/A	۹	TOTAL PR	EMIUM: \$N/A	
5.	AG	SE BASED RE		S: 🗌 YES 🔲 NO				
6.		EMIUMS. e on 08/01/20		are determined from the N/A day of each subsequ				and Class. Premiums are der.
7.	OF	PEN ENROLL	MENTS:	□ None □ As Sh	own: _			
8.	TR		AGENT (ap	ppointed by Policyholder):	Baile	/ Agencies, I	nc.	
SIC	GNE	D FOR THE I	POLICYHO	LDER THIS		DA	Y OF	, 20
Sig	Inati	ure on File						
Sig	Inati	ure		Name			Title	

FOR COMPANY USE ONLY:

SALES OFFICE: The Allen J. Flood Companies, Inc.

BROKER/AGENT: Bailey Agencies, Inc., P.O. Box 1, , Groton, CT 06340-0001

4.

GROUP BENEFITS ACCIDENT ONLY POLICY

Policy Number: Policyholder:

UAG2226A Ledyard Public Schools 4 Blonder Blvd Ledyard, CT 06339

Policy Effective Date: Policy Expiration Date: 08/01/2007 08/01/2008

This Policy is issued in the state of CONNECTICUT and shall be governed by its laws.

This Policy contains the terms under which the Insurance Company agrees to insure certain persons and pay benefits.

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

THIS IS ACCIDENT ONLY COVERAGE.

READ IT CAREFULLY.

BENEFITS ARE NOT PAYABLE FOR LOSS DUE TO SICKNESS.

THIS POLICY PAYS BENEFITS FOR SPECIFIC LOSSES FROM ACCIDENTS ONLY.

THIS POLICY IS NOT RENEWABLE.

Signed for United States Fire Insurance Company By:

Seefet muniting

Joseph F. Braunstein, Jr. President

avo

Carol Ann Soos Secretary

TABLE OF CONTENTS

The following provisions appear within this Policy in the following order:

Schedule of Benefits Definitions Scope of Coverage Description of Hazards Description of Benefits Exclusions Additional Exclusions Limitations Aggregate Limit Premium Provisions General Provisions

SCHEDULE OF BENEFITS

BENEFIT PERIOD:	52 weeks from the date of an Injury, provided the Injury occurs prior to the Expiration Date, the first medical expense is incurred within 90 days and care is Medically Necessary.
DEDUCTIBLE AMOUNT:	 \$0 Corridor Corridor Deductible: The Covered Person may not use Covered Expenses paid under another Health Care Plan to satisfy the Deductible under this policy. Disappearing Deductible: The Covered Person may use Covered Expenses paid under another Health Care Plan to satisfy the
	Expenses paid under another Health Care Plan to satisfy the Deductible under this policy.
COINSURANCE PERCENTAGE: SCOPE OF COVERAGE: DESCRIPTION OF HAZARDS:	100% Full Excess Sports Coverage: Interscholastic & Intramural, Band, Gym, Cheerleaders & Majorettes, Non Sport Extracurricular Activities Including Field Trips
MEDICAL MAXIMUM BENEFIT AMOUNT: AGGREGATE LIMIT OF LIABILITY: PREMIUM: MINIMUM PREMIUM:	\$1,000,000 \$500,000 per accident, AD&D only \$4,860.00 \$400.00 Minimum and Deposit premiums are fully earned and nonrefundable.

MEDICAL EXPENSE BENEFIT	(Usual, Reasonable an	d Customary = URC)
Hospital Room & Board Daily Maximum Benefit Amount:		URC per day
Intensive Care Room & Board Daily Maximum Benefit:		URC per day
Hospital Miscellaneous Maximum Benefit Amount:		URC per day
Outpatient Pre-Admission Testing Benefit Amount:		URC
Outpatient Hospital Emergency Room Treatment Maximum Ben	efit Amount:	URC
Surgical Benefits: Primary Surgeons Maximum Benefit Amount Assistant Surgeon, Second Surgical Opinion, Consultati Anesthesia Maximum Benefit Surgical Facility Maximum Benefit per Operating Sessio	ion Maximum Benefit	f Benefits Section (5)(a) URC URC URC
Doctor's Visits In-Hospital Maximum Benefit: Office Visits Maximum Benefit: Maximum for All In-Hospital and Office Doctor's Visits:		URC per visit URC per visit URC visits per Injury
X-ray and Laboratory Maximum Benefit Amount:		URC per procedure
Nursing Maximum Benefit Amount:		URC per Injury
Physiotherapy Benefit Maximum Benefit Amount (Hospital Inpatient): Maximum Benefit Amount (Outpatient): Maximum for All Physiotherapy Combined (Inpatient & Outpa	atient):	URC URC URC per Injury
Ambulance Maximum Benefit Amount:		URC
Medical Equipment Rental Charges Maximum Benefit Amount:		URC
Medical Services and Supplies Maximum Benefit Amount (Blood, Blood Transfusions, Oxygen):		URC
Dental Treatment For Injury Only Maximum Benefit Amount:		URC
OUT-PATIENT PRESCRIPTION DRUG BENEFIT Maximum Benefit Amount:		URC
ACCIDENTAL DEATH BENEFIT Principal Sum:		\$10,000
ACCIDENTAL DISMEMBERMENT, LOSS OF SIGHT BENEFIT Principal Sum:	г	\$20,000

DEFINITIONS

The terms shown below shall have the meaning given in this section whenever they appear in this Policy. Additional terms may be defined within the provision to which they apply.

"Accident" means a sudden, unforeseeable external event which:

- (1) Causes Injury to one or more Covered Persons; and
- (2) Occurs while coverage is in effect for the Covered Person.

"Aircraft" means a vehicle which:

- (1) Has a valid certificate of airworthiness; and
- (2) Is being flown by a pilot with a valid license appropriate to the aircraft.

"Benefit Period" means the period of time from the date of Injury, as shown in the Schedule of Benefits.

"Covered Person" means a person eligible for coverage as identified in the Application for whom proper premium payment has been made, and who is therefore insured under this Policy.

"Deductible" means the amount of Eligible Expenses which must be paid by the Covered Person before benefits are payable under this Policy. It applies separately to each Covered Person.

"Doctor" means a licensed practitioner of the healing arts acting within the scope of his license. Doctor does not include:

- (1) The Covered Person;
- (2) The Covered Person's spouse, child, parent, brother, or sister; or
- (3) A person living with a Covered Person.

"Eligible Expenses" means the Usual, Reasonable and Customary charges for services or supplies which are incurred by the Covered Person for the Medically Necessary treatment of an Injury. Eligible Expenses must be incurred while this Policy is in force.

"He", "his" and "him" includes "she", "her" and "hers."

"Health Care Plan" means any contract, policy or other arrangement for benefits or services for medical or dental care or treatment under:

- (1) Group or blanket insurance, whether on an insured or self-funded basis;
- (2) Hospital or medical service organizations on a group basis;
- (3) Health Maintenance Organizations on a group basis.
- (4) Group labor management plans;
- (5) Employee benefit organization plan;
- (6) Professional association plans on a group basis; or
- (7) Any other group employee welfare benefit plan as defined in the Employee Retirement Income Security Act of 1974 as amended.

"Hospital" means an institution which:

- (1) Is operated pursuant to law;
- (2) Is primarily and continuously engaged in providing medical care and treatment to sick and injured persons on an inpatient basis;
- (3) Is under the supervision of a staff of doctors;
- (4) Provides 24-hour nursing service by or under the supervision of a graduate registered nurse, (R.N.);
- (5) Has medical, diagnostic and treatment facilities, with major surgical facilities;
 - (a) On its premises; or
 - (b) Available to it on a prearranged basis; and
- (6) Charges for its services.

"Hospital" does not include:

- (1) A clinic or facility for:
 - (a) Convalescent, custodial, educational or nursing care;
 - (b) The aged, drug addicts or alcoholics; or
 - (c) Rehabilitation; or
- (2) A military or veterans hospital or a hospital contracted for or operated by a national government or its agency unless:
 - (a) The services are rendered on an emergency basis; and
 - (b) A legal liability exists for the charges made to the individual for the services given in the absence of insurance.

"Hospital Stay" means a Medically Necessary overnight confinement in a Hospital when room and board and general nursing care are provided for which a per diem charge is made by the Hospital.

"Injury" means bodily harm which results, directly and independently of disease or bodily infirmity, from an Accident. All injuries to the same Covered Person sustained in one accident, including all related conditions and recurring symptoms of the Injuries will be considered one Injury.

"Leased Aircraft" means an aircraft for which the Policyholder or any of its subsidiaries or affiliates has a written lease under whose terms, the aircraft:

- (1) Can be used at the Policyholder's or any of its subsidiaries' or affiliates' discretion;
- (2) Can be used by the Policyholder or any of its subsidiaries or affiliates for 2 or more trips or for more than 10 consecutive days; and
- (3) Cannot be altered or sold by the Policyholder or any of its subsidiaries or affiliates, without the consent of the leaser or owner.

"Leased Aircraft" does not include any Owned Aircraft.

"Medically Necessary" or "Medical Necessity" means the service or supply is:

- (1) Prescribed by a Doctor for the treatment of the Injury; and
- (2) Appropriate, according to conventional medical practice for the Injury in the locality in which the service or supply is given.

"Nurse" means either a professional, licensed, graduate registered nurse (R.N.) or a professional, licensed practical nurse (L.P.N.).

"Operated or Controlled Aircraft" means an aircraft which:

- (1) Has been leased, rented or borrowed by the Policyholder for at least 10 consecutive days, or more than 15 days in any one year;
- (2) Can be used at the Policyholder's discretion; and
- (3) Cannot be altered or sold by the Policyholder without the consent of the owner or leaser.

"Operated or Controlled Aircraft" does not include any Owned Aircraft.

"Owned Aircraft" means aircraft to which the Policyholder or any of its subsidiaries or affiliates holds legal or equitable title.

"School" means the participating School or School District where the Covered Person is enrolled or employed. The School must be a duly accredited (state certified or accredited) primary, elementary, secondary, or collegiate School.

"Sickness" means illness or disease. All related conditions and recurring symptoms of sickness to the same person will be considered one sickness. *Benefits are not payable for Sickness under this Plan.*

"Student Infirmary" means an on campus facility which:

- (1) Provides medical care and treatment to sick and injured students and faculty;
- (2) Is under the supervision of a Doctor;
- (3) Provides nursing services; and
- (4) Charges for its services.

"Student Infirmary" does not include:

(1) Medical, diagnostic or treatment facilities with major surgical facilities:

- (a) On its premises; or
- (b) Available to it on a prearranged basis; or

(2)In-patient care.

(No benefits are payable for services, supplies, or treatment in a Student Infirmary. This definition is applicable only to its reference in the provision titled Additional Exclusions.)

"Supervised or Sponsored Activity" means a Policyholder or School authorized function:

(1) In which the Covered Person participates;

(2) Which is organized by or under its auspices;

which is within the scope of customary activities for such entity and is shown on the Schedule of Benefits.

"Usual, Reasonable and Customary means:

- (1) With respect to fees or charges, fees for medical services or supplies which are;
 - (a) Usually charged by the provider for the service or supply given; and
 - (b) The average charged for the service or supply in the locality in which the service or supply is received; or
- (2) With respect to treatment or medical services, treatment which is reasonable in relationship to the service or supply given and the severity of the condition.

SCOPE OF COVERAGE

Only the Scope of Coverage listed on the Schedule of Benefits Apply

We will provide the benefits described in this Policy to all Covered Persons who suffer a covered loss which:

- (1) Is within the scope of the **DESCRIPTION OF BENEFITS PROVISIONS** and results, directly and independently of disease or bodily infirmity, from an Injury which is suffered in an Accident;
- (2) Occurs while the person is a Covered Person under this Policy: and
- (3) Is within the scope of the risks set forth in the **DESCRIPTION OF HAZARDS** provisions.

Primary Medical Expense:

If an Injury to the Covered Person results in his incurring Eligible Expenses for any of the services on the SCHEDULE OF BENEFITS, we will pay the applicable benefit, subject to the Deductible Amount and Coinsurance Percentage (if any).

The Covered Person must be under the care of a Doctor when the Eligible Expenses are incurred. The Expense must be incurred solely for treatment of a covered Injury:

- (1) While the person is insured under this Policy; or
- (2) During the Benefit Period stated on the SCHEDULE OF BENEFITS.

The first Eligible Expense must be incurred within the time frame stated on the SCHEDULE OF BENEFITS. The total of all medical benefits payable under this Policy is shown on the SCHEDULE OF BENEFITS and is subject to the specific maximums shown on the SCHEDULE OF BENEFITS.

Primary Excess Medical Expense:

If an Injury to the Covered Person results in his incurring Eligible Expenses for any of the services on the SCHEDULE OF BENEFITS, we will pay the first one hundred dollars (\$100) of the Eligible Expenses incurred, subject to the Deductible Amount and Coinsurance Percentage (if any).

Additional Expenses will be paid only when they are in excess of amounts payable by any other Health Care Plan. The Covered Person must be under the care of a Doctor when the Eligible Expenses are incurred. The Eligible Expense must be incurred solely for the treatment of a covered Injury:

- (1) While the person is insured under this Policy; or
- (2) During the Benefit Period stated on the SCHEDULE OF BENEFITS.

The first Eligible Expense must be incurred within the time frame stated on the SCHEDULE OF BENEFITS. The total of all medical benefits payable under this Policy is shown on the SCHEDULE OF BENEFITS and is subject to the specific maximums shown on the SCHEDULE OF BENEFITS.

Full Excess Medical Expense:

If an Injury to the Covered Person results in his incurring Eligible Expenses for any of the services in the SCHEDULE OF BENEFITS, we will pay the Eligible Expenses incurred, subject to the Deductible Amount and Coinsurance Percentage (if any), that are in excess of Expenses payable by any other Health Care Plan, regardless of any Coordination of Benefits provision contained in such Health Care Plan.

The Covered Person must be under the care of a Doctor when the Eligible Expenses are incurred. The Expense must be incurred solely for the treatment of a covered Injury:

- (1) While the person is insured under this Policy; or
- (2) During the Benefit Period stated on the SCHEDULE OF BENEFITS.

The first Expense must be incurred within the time frame shown on the SCHEDULE OF BENEFITS.

The total of all medical benefits payable under this Policy is shown on the SCHEDULE OF BENEFITS: and

- (1) Subject to the specific maximums shown on the SCHEDULE OF BENEFITS; and
- (2) Subject to compliance with the requirement, set forth in the Limitations section of this Policy.

PROVISIONS CONCERNING COVERED PERSONS

Eligibility:

Persons eligible to be insured under this Policy are those persons described as an ELIGIBLE CLASS on the Application who have completed any applicable Service Waiting Period. This includes anyone who may become eligible while this Policy is in force.

Effective Dates:

A Covered Person will become an insured under this Policy, provided proper premium payment is made, on the latest of:

- (1) The Effective Date of this Policy; or
- (2) The day he becomes eligible according to the referenced date shown in the Application.

Termination:

Insurance for a Covered Person will end on the earliest of:

- (1) The date he is no longer in an Eligible Class.
- (2) The date he reports for active duty in any Armed Forces, according to the referenced date shown in the Application. We will refund, upon receipt of proof of service, any premium paid, calculated from the date active duty begins until the earlier of:
 - (a) The date the premium is fully earned; or
 - (b) The Expiration Date of this Policy.

This does not include Reserve or National Guard duty for training;

- (3) The end of the period for which the last premium contribution is made; or
- (4) The date this Policy is terminated.

Only Hazards Listed on the Schedule of Benefits Apply

POLICYHOLDER FUNCTIONS

Subject to all other provisions of this Policy, coverage is provided for a Covered Person while he is:

- (1) Attending or participating in a Supervised or Sponsored Activity; or
- (2) Attending a Policyholder function.

The Covered Person must be:

- (1) On the premises of the Policyholder:
 - (a) During its normal hours;
 - (b) During scheduled functions; or
 - (c) During other periods if he is attending or participating in a Supervised or Sponsored Activity;
- (2) Not on Policyholder premises and attending or participating in a Supervised or Sponsored Activity;
- (3) Traveling directly, without interruption:
 - (a) Between his home and the Policyholder's premises for participation in a Supervised or Sponsored Activity;
 - (b) Between the site of the Supervised or Sponsored Activity and his home or the Policyholder's premises.
 - (c) In a vehicle which is:
 - (i) Designated or furnished by the Policyholder;
 - (ii) Operated by a properly licensed adult driver; and
 - (iii) Under the direct supervision of the Policyholder; or
 - (d) In a vehicle other than that described in (3)(c) when:
 - (i) Operated by a properly licensed driver; and
 - (ii) Travel time does not exceed an hour each way.
 - Travel time includes the time:
 - (i) To or from home, the Policyholder's address and the Supervised or Sponsored Activity;
 - (ii) Before the appointed time; and
 - (iii) After the Supervised or Sponsored Activity is completed.

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

Only Hazards Listed on the Schedule of Benefits Apply

SPORTS COVERAGE

Subject to all other provisions of this Policy, coverage is provided for a Covered Person while he is:

- (1) Taking part in:
 - (a) A regularly scheduled athletic game or competition; or
 - (b) A practice session for an athletic team or club;
- (2) Traveling to or from such a game, competition or practice session provided he is:
 - (a) Traveling with the athletic team or club; and
 - (b) Under the direct and immediate supervision of:
 - (i) The athletic team or club; or
 - (ii) An adult authorized by the athletic team or club; or
- (3) Traveling directly, without interruption:
 - (a) Between his home and a scheduled game, competition or practice session;
 - (b) In a vehicle which is
 - (i) Designated or furnished by the athletic team or club;
 - (ii) Operated by a properly licensed, adult driver; or
 - (iii) Under the direct supervision of the athletic team or club; or
 - (c) In a vehicle other than that described in (3)(b) when:
 - (i) Operated by a properly licensed driver; and
 - (ii) Travel time does not exceed an hour each way.

Travel time includes the time:

- (i) To or from home, a scheduled game, competition or practice session;
- (ii) Before required attendance time;
- (iii) After the Covered Person is dismissed; and
- (iv) After the Covered Person completes extra duties assigned by the School.

Covered athletic games or competition are shown on the Schedule of Benefits.

Injuries which result over a period of time (such as blisters, tennis elbow, etc.), and which are a normal, foreseeable result of the sport, are not covered.

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

Only Hazards Listed on the Schedule of Benefits Apply

SCHOOL COVERAGE - ALL ACTIVITIES OTHER THAN SPORTS

Subject to all other provisions of this Policy, insurance is provided for a Covered Person while he is:

- (1) Attending or participating in a Supervised or Sponsored Activity; or
- (2) Attending School.

The Covered Person must be:

- (1) On School premises:
 - (a) During School hours on school days;
 - (b) During lunch and recess periods; and
 - (c) During periods when School is not in session if he is attending or participating in a Supervised or Sponsored Activity:
- (2) Not on School premises and attending or participating in:
 - (a) Supervised or Sponsored Activity; or
 - (b) A School sponsored field trip of less than 7 days duration;
- (3) Traveling directly, without interruption:
 - (a) Between his home and School on days when he is scheduled to attend; and
 - (b) Between the site of the Supervised or Sponsored Activity and his home or School if the Supervised or Sponsored Activity:
 - (i) Takes place while School is or is not in session; and
 - (ii) Is located within or outside the town where the School is located; and
 - (c) In a vehicle which is:
 - (i) Designated or furnished by the School;
 - (ii) Operated by a properly licensed adult driver; and
 - (iii) Under the direct supervision of the School; or
 - (d) In a vehicle other than that described in 3(b) when:
 - (i) Operated by a properly licensed driver; and
 - (ii) Travel time does not exceed an hour each way.

Travel time includes the time:

- (i) To or from home, School and the Supervised or Sponsored Activity;
- (ii) Before required attendance time;
- (iii) After the Covered Person is dismissed; and
- (iv) After the Covered Person completes extra duties assigned by the School.

When travel is by other than School bus, covered travel time shall not exceed one hour each way. This includes traveling to or from the Covered Person's home, School, or a Supervised or Sponsored Activity. The covered travel time includes the period before his required attendance time and the period after his dismissal or when he completes any extra duties.

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

Only Hazards Listed on the Schedule of Benefits Apply

SCHOOL COVERAGE - ALL SCHOOL ACTIVITIES

Subject to all other provisions of this Policy, insurance is provided for a Covered Person while he is:

- (1) On the School premises:
 - (a) While School is in session (including recess and lunch periods); or
 - (b) While School is not in session, if the Covered Person is involved in a Supervised or Sponsored Activity;
- (2) Away from School or home:
 - (a) If the Covered Person is involved in a Supervised or Sponsored Activity; and
 - (b) With adult supervision provided by the School;
- (3) Traveling directly, without interruption:
 - (a) Between his home and a scheduled game, competition or practice session;
 - (b) In a vehicle which is
 - (i) Designated or furnished by the athletic team or club;
 - (ii) Operated by a properly licensed, adult driver; or
 - (iii) Under the direct supervision of the athletic team or club; or
 - (c) In a vehicle other than that described in (3)(b) when:
 - (i) Operated by a properly licensed driver; and
 - (ii) Travel time does not exceed an hour each way.

Travel time includes the time:

- 1) To or from home, School, a Supervised or Sponsored Activity, a scheduled game, competition or practice session;
- 2) Before required attendance time;
- 3) After the Covered Person is dismissed; and
- 4) After the Covered Person completes extra duties assigned by the School.

When travel is by other than School bus, covered Travel Time shall not exceed one hour each way. This includes traveling to or from the Covered Person's home and School. The covered Travel Time includes the period before the Covered Person's required attendance time and the period after his dismissal or when he completes any extra duties.

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

DESCRIPTION OF BENEFITS

ENEFITS FOR ACCIDENTAL DEATH, DISMEMBERMENT, LOSS OF SIGHT, SPEECH AND HEARING; OR PARALYSIS

If, within 1-year from the date of an Accident covered by this Policy, Injury from such Accident, results in Loss listed below, we will pay the percentage of the Principal Sum set opposite the loss in the table below. If the Covered Person sustains more than one such Loss as the result of one Accident, we will pay only one amount, the largest to which he is entitled. This amount will not exceed the Principal Sum which applies for the Covered Person.

Loss	Percentage of Principal Sum
Loss of Life	100%
Loss of Both Hands	100%
Loss of Both Feet	100%
Loss of Entire Sight of Both Eyes	100%
Loss of One Hand and One Foot	100%
Loss of One Hand and Entire Sight of One Eye	100%
Loss of One Foot and Entire Sight of One Eye	100%
Loss of Speech and Hearing (both ears)	100%
Quadriplegia (total Paralysis of both upper and lower limbs)	100%
Paraplegia (total Paralysis of both lower limbs	50%
Loss of One Hand	50%
Loss of One Foot	50%
Loss of Entire Sight of One Eye	50%
Loss of Speech	50%
Loss of Hearing (both ears)	50%
Hemiplegia (total Paralysis of upper and lower limbs on one side of body	y) 50%
Loss of Thumb and Index Finger of the Same Hand	25%

Loss of a hand or foot means complete Severance through or above the wrist or ankle joint.

Loss of sight means the total, permanent loss of sight of the eye. The loss of sight must be irrecoverable by natural, surgical or artificial means.

Loss of speech means total, permanent and irrecoverable loss of audible communication.

Loss of hearing means total and permanent loss of hearing in both ears which cannot be corrected by any means.

Loss of a thumb and index finger means complete Severance through or above the metacarpophalangeal joints (the joints between the fingers and the hand).

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

"**Paralysis**" means loss of use, without Severance, of a limb. This loss must be determined by a Doctor to be complete and not reversible.

UNITED STATES FIRE INSURANCE COMPANY

5 Christopher Way, Eatontown, NJ 07724

AMENDATORY ENDORSEMENT

Policy No.: UAG226A

Policyholder: Ledyard Public Schools 4 Blonder Blvd. Ledyard CT 06339

Amendment Effective Date: 08/01/2007

This Amendatory Endorsement is attached to and made a part of the Policy/Certificate. The provisions of this Amendatory Endorsement are effective on the Effective Date and will expire concurrently with the Policy/Certificate, unless otherwise terminated. In consideration of issuance, the Policy/Certificate is hereby amended and modified, as follows:

Add the following Benefit to the Policy

ADDITIONAL INDEMNITY BENEFITS

Any benefits payable under these Additional Indemnity Benefits shown below are in addition to Accidental Death & Dismemberment Benefits payable.

CRISIS DEATH BENEFIT

Benefit Amount

\$10,000 per Covered Person, up to a Maximum of \$100,000 per incident

Except as stated herein, this Amendatory Endorsement does not change coverage in any other way and is subject to all provisions, terms, and conditions of the Policy/Certificate. If there is a conflict between the Policy/Certificate and this Amendatory Endorsement, the terms of this Amendatory Endorsement will govern.

Enefet Pranste &

PRESIDENT

Not Required Signature of Authorized Representative 08/01/2007

BENEFIT - MEDICAL EXPENSE

We will pay, Eligible Expenses for a Covered Person's Injury, subject to the Deductible Amount and Coinsurance Percentage, if any, shown in the Schedule of Benefits. Eligible Expenses are those incurred for:

- Hospital Room and Board charges for the most common semi-private daily room rate for each day of the Hospital Stay, up to the Maximum Daily Benefit Amount shown in the Schedule of Benefits for Hospital Room and Board.
- (2) **Intensive Care Room and Board** charges for each day of Intensive Care Unit confinement, up to the Daily Maximum Benefit Amount shown in the Schedule of Benefits for the Intensive Care Room and Board benefit. This payment is in lieu of payment for the Hospital Room and Board charges for those days.
- (3) Hospital Miscellaneous charges during a Hospital Stay, up to the Maximum Daily Benefit Amount shown in the Schedule of Benefits for the Hospital Miscellaneous benefit. Miscellaneous charges do not include charges for telephone, radio or television, extra beds or cots, meals for guests, take home items, or other convenience items.
- (4) Outpatient Hospital Expenses charges by a Hospital for:
 - (a) Pre-admission testing (confinement must occur within 7 days of the testing); or
 - (b) Emergency room treatment, up to the Maximum Benefit Amount per emergency shown in the Schedule of Benefits for the Outpatient Emergency Room Treatment benefit.
- (5) Surgical Benefits charges for:
 - (a) A Doctor, for primary performance of a surgical procedure, up to the Maximum Benefit Amount shown in the Schedule of Benefits per procedure. Two or more surgical procedures through the same incision will be considered as one procedure. However, we will pay up to 1.57 times the surgical procedure charge when more than one surgical procedure through different operating fields are performed during the same surgical session.
 - (b) A Doctor, for: (i) assistant surgeon duties; (ii) a second surgical opinion; or (iii) consultation, up to the Maximum Benefit shown in the Schedule of Benefits for an Assistant Surgeon, Second Surgical Opinion, and Consultation.
 - (c) Anesthesia and its administration, up to the Maximum Benefit Amount shown in the Schedule of Benefits for the Anesthesia benefit.
 - (d) Use of surgical facilities, up to the Maximum Benefit Amount per operating session, as shown in the Schedule of Benefits for the Surgical Facility benefit.
- (6) Doctor's Visits charges by a Doctor for other than pre- or post-operative care:
 - (a) For in-Hospital visits, up to the Maximum Benefit Amount shown in the Schedule of Benefits for Doctor's Visit In-Hospital.
 - (b) For office visits, up to the Maximum Benefit Amount shown in the Schedule of Benefits for Doctor's Office Visits.

Total visits per Injury will not exceed the combined Maximum shown in the Schedule of Benefits for All In-Hospital and Office Doctor's Visits.

- (7) **X-Ray and Laboratory** charges for X-ray and laboratory tests, up to the Maximum Benefit Amount shown in the Schedule of Benefits for the X-ray & Laboratory benefit.
- (8) Nursing Services Charges for nursing services (other than routine Hospital care) by or under the supervision of a licensed graduate registered nurse, up to the Maximum Benefit Amount shown on the Schedule of Benefits for the Nursing benefit.

- (9) Physiotherapy Charges for physiotherapy:
 - (a) While Hospital confined, up to the Maximum Benefit Amount shown in the Schedule of Benefits for the Hospital Inpatient Physiotherapy benefit;
 - (b) As an outpatient, up to the Maximum Benefit Amount shown on the Schedule of Benefits for the Outpatient Physiotherapy benefit.

Physiotherapy includes:

- (a) Heat treatment;
- (b) Diathermy;
- (c) Microtherm;
- (d) Ultrasonic;
- (e) Adjustment;
- (f) Manipulation;
- (g) Massage therapy and
- (h) Acupuncture.

Total treatment per Injury will not exceed the Maximum Benefit Amounts for Physiotherapy shown in the Schedule of Benefits.

- (10) **Ambulance** from the place where the Injury occurred to the Hospital, up to the Maximum Benefit Amount shown in the Schedule of Benefits for the Ambulance benefit.
- (11) Medical Equipment Rental charges for medical equipment for:
 - (a) A wheelchair;
 - (b) An iron lung; or
 - (c) Other medical equipment for which prior approval by us has been given;

up to the Maximum Benefit Amount shown in the Schedule of Benefits for the Medical Equipment Rental benefit.

- (12) Medical Services and Supplies Charges for medical services and supplies for:
 - (a) Oxygen and its administration;
 - (b) Blood and blood transfusions;

up to the Maximum Benefit Amount shown in the Schedule of Benefits for the Medical Service & Supply benefit.

(13) Dental Treatment - Charges for dental treatment for Injury to a tooth which was sound and natural at the time of Injury, up to the Maximum Benefit Amount shown in the Schedule of Benefits for the Dental Treatment benefit.

The amounts payable under this Medical Expense benefit could be greatly reduced if the Covered Person does not comply with the requirements in the Limitations section of this Policy.

BENEFIT - OUT-PATIENT PRESCRIPTION DRUG BENEFIT

We will pay the Eligible Expenses, subject to the Deductible Amount and Coinsurance Percentage shown in the Schedule of Benefits, if any; for a Prescription Drug or medication when prescribed by a Doctor on an outpatient basis.

Prescription Drug means a drug which:

- (1) Under Federal law may only be dispensed by written prescription; and
- (2) Is utilized for the specific purpose approved for general use by the Food and Drug Administration.

The Prescription Drug must be dispensed for the out-patient use by the Covered Person:

- (1) On or after the Covered Person's Effective Date; and
- (2) By a licensed pharmacy provider.

Benefits are payable up to the Maximum Benefit Amount shown on the Schedule of Benefits.

The amount payable under this benefit could be greatly reduced if the Covered Person does not comply with the requirements in the Limitations section of this Policy.

EXCLUSIONS

Benefits will not be paid for a Covered Person's loss which:

- (1) Is caused by or results from the Covered Person's own:
 - (a) Intentionally self-inflicted Injury, suicide or any attempt thereat. (In Missouri this applies only while sane.);(b) Voluntary self-administration of any drug or chemical substance not prescribed by, and taken according to
 - the directions of, a doctor (Accidental ingestion of a poisonous substance is not excluded.);
 - (c) Commission or attempt to commit a felony;
 - (d) Participation in a riot or insurrection;
 - (e) Driving under the influence of a controlled substance unless administered on the advice of a doctor; or
 - (f) Driving while Intoxicated. "Intoxicated" will have the meaning determined by the laws in the jurisdiction of the geographical area where the loss occurs;
- (2) Is caused by or results from:
 - (a) Declared or undeclared war or act of war;
 - (b) An Accident which occurs while the Covered Person is on active duty service in any Armed Forces. (Reserve or National Guard active duty for training is not excluded unless it extends beyond 31 days.);
 - (c) Aviation, except as specifically provided in this Policy;
 - (d) Sickness, disease, bodily or mental infirmity or medical or surgical treatment thereof, bacterial or viral infection, regardless of how contracted. This does not include bacterial infection that is the natural and foreseeable result of an accidental external bodily injury or accidental food poisoning.
 - (e) Nuclear reaction or the release of nuclear energy. However, this exclusion will not apply if the loss is sustained within 180 days of the initial incident and:
 - (i) The loss was caused by fire, heat, explosion or other physical trauma which was a result of the release of nuclear energy; and
 - (ii) The Covered Person was within a 25-mile radius of the site of the release either:
 - 1) At the time of the release; or
 - 2) Within 24 hours of the start of the release.

ADDITIONAL EXCLUSIONS

Benefits will not be paid for:

- 1. Normal health checkups;
- 2. Dental care or treatment other than care of sound, natural teeth and gums required on account of Injury resulting from an Accident while the Covered Person is covered under this Policy, and rendered within the policy benefit period;
- 3. Services or treatment rendered by a doctor, nurse or any other person who is:
 - (a) Employed or retained by the Policyholder; or
 - (b) Who is the Covered Person or a member of his immediate family;
- 4. Charges which:
 - (a) The Covered Person would not have to pay if he did not have insurance; or
 - (b) Are in excess of Usual, Reasonable and Customary charges.
- 5. An Injury that is caused by flight in:
 - (a) An aircraft, except as a fare-paying passenger;
 - (b) A space craft or any craft designed for navigation above or beyond the earth's atmosphere; or
 - (c) An ultra light, hang-gliding, parachuting or bungi-cord jumping;
- 6. Travel in or upon:
 - (a) A snowmobile;
 - (b) Any two or three wheeled motor vehicle;
 - (c) Any off-road motorized vehicle not requiring licensing as a motor vehicle;
- 7. Any Accident where the Covered Person is the operator of a motor vehicle and does not possess a current and valid motor vehicle operator's license;
- 8. That part of medical expense payable by any automobile insurance policy without regard to fault. (Does not apply in any state where prohibited);
- 9. Injury that is:
 - (a) The result of the Covered Person being Intoxicated. ("Intoxicated" will have the meaning determined by the laws in the jurisdiction of the geographical area where the loss occurs); or
 - (b) Caused by any narcotic, drug, poison, gas or fumes voluntarily taken, administered, absorbed or inhaled, unless prescribed by a doctor;
- 10. Any Sickness, except infection which occurs directly from an Accidental cut or wound or diagnostic tests or treatment, or ingestion of contaminated food,
- 11. Expenses to the extent that they are paid or payable under other valid and collectible group insurance or medical prepayment plan. (Does not apply to Primary or Primary Excess Medical Scope of Coverage.
- 12. Blood or Blood plasma, except for charges by a Hospital for the processing or administration of blood;
- 13. Elective treatment or surgery, health treatment, or examination where no Injury is involved;
- 14. Injury sustained while in the service of the armed forces of any country. When the Covered Person enters the armed forces of any country, we will refund the unearned pro rata premium upon request;
- 15. Eyeglasses, contact lenses, hearing aids, braces, appliances, or examinations or prescriptions therefore;
- 16. Treatment in any Veterans Administration or Federal Hospital, except if there is a legal obligation to pay;
- 17. Treatment of temporomandibular joint (TMJ) disorders involving the installation of crowns, pontics, bridges or abutments, or the installation, maintenance or removal of orthodontic or occlusal appliances or equilibration therapy;
- 18. Cosmetic surgery, except for reconstructive surgery on a diseased or injured part of the body;
- 19. Any loss which is covered by state or federal worker's compensation, employers liability, occupational disease law, or similar laws;
- 21. The repair or replacement of existing artificial limbs;
- 22. The repair or replacement of existing dentures, partial dentures, braces or fixed or removable bridges;
- 23. Expenses incurred for an Accident after the Benefit Period shown in the Schedule of Benefits;
- 24. Hernia of any kind; or any bacterial infection that was not caused by an Accidental cut or wound;

LIMITATIONS

Any benefits payable under this Policy will be limited to the following:

- (1) The medical benefits otherwise payable under this Policy will be reduced by 50% if:
 - (a) Excess insurance is provided under this Policy; and
 - (b) The Covered Person has coverage under another plan providing medical expense benefits; and
 - (c) The other plan is an HMO, PPO or similar arrangement ("PPO-Preferred Provider Organization" means an Organization offering health care services through designated health care providers who agree to perform these services at rates lower than nonpreferred providers.); and
 - (d) The Covered Person does not use the facilities or services of the HMO, PPO or similar arrangement for the provision of benefits.

The Covered Person's limitation does not apply to emergency treatment required within 24 hours after an Accident which occurred outside the geographic area serviced by the HMO, PPO or similar arrangement.

AGGREGATE LIMIT

The Aggregate Limit of Liability is shown in the Application on the Schedule of Benefits. We will NOT be liable for any amount over such limit for any one Accident.

If the total amount of benefits to be paid under this Policy is more than the Aggregate Limit of Liability, the benefit amount payable for a Covered Person's loss will be determined as a proportionate share of the Aggregate Limit of Liability.

PREMIUM PROVISIONS

GRACE PERIOD:

A grace period of 31-days is granted for each premium due after the first premium due date. 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 this Policy. Coverage will end if the premium is not paid by the end of the grace period.

PREMIUMS:

Premium due dates are the first of every month. Premium payment made in advance or for more than a one month period will not affect any provisions of this Policy with regard to change. Failure by the Policyholder to pay premiums when due or within the grace period shall be deemed notice to us to terminate coverage at the end of the period for which premium was paid.

CHANGES IN RATES:

We have the right to change the premium rates on any premium due date:

- (1) After the first 12 months insurance 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.

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

GENERAL PROVISIONS

ENTIRE CONTRACT; CHANGES:

This Policy, the application of the Policyholder (if any, a copy of which is attached), endorsements, riders and attached papers constitute the entire contract between the parties. If an application of a Covered Person is required, the application of any Insured, at our option, may also be made a part of this contract.

All statements made by the Policyholder or by a Covered Person are deemed representations and not warranties. No such statement will cause us to deny or reduce benefits or be used as a defense to a claim unless a copy of the instrument containing the statement is or has been furnished to such person; or, in the event of his death or incapacity, his beneficiary or representative. After 2-years from the Covered Person's effective date of coverage, no such statement, except in the case of fraud or with respect to eligibility for coverage, will cause such coverage to be contested.

No change in this Policy will be valid until approved by one of our executive officers. This approval must be endorsed on or attached to this Policy. No agent may change this Policy or waive any of its provisions.

WORKERS' COMPENSATION INSURANCE:

This Policy is not in lieu of and does not affect any requirement for coverage under any Workers' Compensation Insurance.

RECORDS MAINTAINED:

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

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

- (1) The two year period after the expiration of the Policyholder's coverage; or
- (2) The final adjustment and settlement of all claims under the Policyholder's coverage.

CERTIFICATES OF INSURANCE:

A certificate of insurance will be delivered to the Policyholder for delivery to a Covered Person. Each certificate will list the benefits, conditions and limits of the Certificate. It will state to whom the benefits will be paid.

POLICY TERMINATION:

We may terminate coverage on or after the anniversary of any premium due date. The Policyholder may terminate its coverage on any premium due date. Written notice must be given at least 31 days prior to such premium due date.

CONFORMITY WITH STATE STATUTES:

Any provision of this Policy in conflict, on the Effective Date of this Policy, with the laws of the state where it is delivered, is amended to conform to the minimum requirements of such laws.

CLAIM PROVISIONS

NOTICE OF CLAIM:

Written notice must be given to us within [30] days [Kentucky: 60 days] after a covered loss occurs or begins or as soon as reasonably possible. Notice can be given at our administrative office as shown on the cover page or to our agent. Notice should include the Policyholder's name and number and a Covered Person's name and address.

CLAIM FORMS:

When we receive the notice of claim, we will send forms for filing proof of loss. If claim forms are not sent within [15] days after notice is given, the proof requirements will be met by submitting, within the time required under PROOF OF LOSS, written proof of the nature and extent of the loss.

PROOF OF LOSS:

Written proof of loss must be furnished to us in the case of a claim for loss for which this Policy provides periodic payment contingent upon continuing loss within [90 days] after the end of the period for which we are liable. Written proof that the loss continues must be furnished to us at intervals required by us.

In case of claim for any other loss, proof must be furnished within [90 days] after the date of such loss.

If that is not reasonably possible, we will not deny or reduce any claim if proof is furnished as soon as reasonably possible. Proof must, in any case, be furnished not more than a year later, except for lack of legal capacity.

TIME OF PAYMENT OF CLAIMS:

Benefits due under this Policy for a loss, other than a loss for which this Policy provides installments, will be paid immediately upon receipt of due written proof of such loss.

Subject to written proof of loss, all accrued benefits for loss for which this Policy provides installments will be paid Monthly; any balance remaining unpaid upon the termination of liability will be paid immediately upon receipt of a written proof of loss, unless otherwise stated in the Description of Benefits.

PAYMENT OF CLAIMS:

Benefits for a Covered Person's loss of life will be paid to the beneficiary named in our records, if any, at the time of payment. The benefits can be paid in one sum or, at a Covered Person's written request, in accordance with one of our settlement plans. If a Covered Person has not requested any settlement plan, the beneficiary can do so in writing after a Covered Person's death. If there is no named beneficiary or surviving beneficiary, a Covered Person's loss of life benefits will be paid in one sum to the first surviving class of following in the order shown below:

- (1) The beneficiary named to receive a Covered Person's proceeds;
- (2) Spouse;
- (3) Child or children;
- (4) Mother or father;
- (5) Sisters or brothers; or
- (6) The estate of a Covered Person.

If we are to pay benefits to the estate or to a person who is incapable of giving a valid release, we may pay up to \$1,000 to a relative by blood or marriage whom we believe is equitably entitled. This good faith payment satisfies our legal duty to the extent of that payment.

Any other accrued benefits which are unpaid at a Covered Person's death may, at our option, be paid either to his beneficiary or to his estate. All other benefits, unless specifically stated otherwise, will be paid to a Covered Person.

PAYMENT OF CLAIMS: OTHER BENEFITS:

All other benefits will be paid to the Covered Person, if he is living, if not, we will pay his beneficiary or his estate.

CHANGE OF BENEFICIARY: (Applicable only if an Accidental Death or Dismemberment benefit is provided) The Insured can change the beneficiary at any time by giving us written notice. The beneficiary's consent is not required for this or any other change which a Covered Person may make unless the designation of beneficiary is irrevocable or otherwise required by law.

CONDITIONAL CLAIM PAYMENT:

If a Covered Person incurs expenses for Injuries received in a covered Accident, and in our opinion a third party may be liable, we will pay benefits if:

- (1) The Covered Person first agrees in writing to refund the lesser of:
 - (a) The amount we actually paid for such expenses; or
 - (b) The amount actually received from the third party for such expenses; and

(2) The third party's liability is determined and satisfied whether by settlement, judgment, arbitration or otherwise.

However, prior to our payment of benefits under this Policy, if the third party's liability is satisfied in an amount less than the benefits payable under this Policy, we will pay the difference.

PHYSICAL EXAMINATION AND AUTOPSY:

We will pay the cost and have the right to have the Covered Person examined as often as reasonably necessary while the claim is pending. We can have an autopsy made at our expense unless prohibited by law. (Autopsies are not permitted to be required in Massachusetts, Mississippi and South Carolina.)

RECOVERY OF BENEFITS:

We reserve the right to recover from a Covered Person any benefits we have paid to him for injuries:

- (1) Received in a covered Accident; and
- (2) Which are covered under:
 - (a) workers' compensation or similar statutory remedies available under law; or
 - b) Any employer's liability Insurance.

It will be assumed that the Covered Person is in receipt of such benefits unless he gives us proof such benefits have been denied to him.

SUBROGATION:

If we have paid benefits to a Covered Person for Injuries received in a covered Accident, and in our opinion a third party may be liable, we will be subrogated to the extent of such payment and to all of the rights of the Covered Person regarding the recovery of benefits paid or to any settlement or judgment which results from the exercise of these rights. The Covered Person agrees to sign papers and do whatever else is necessary to transfer his rights to us. We will exercise such rights on his behalf. He further agrees to furnish us with all relevant information and documents.

LEGAL ACTIONS:

No action at law or in equity shall be brought to recover benefits under this Policy less than 60 days after written proof of loss has been furnished as required by this Policy. No such action shall be brought more than 3 years [South Carolina: 6 years] after the time written proof of loss is required to be furnished.

When used throughout this document "Company", "Our", "We", or "Us" means:

X United States Fire Insurance Company

The North River Insurance Company

GRIEVANCE PROCEDURES

When you submit a claim and that claim is denied, we will provide a written statement containing the reasons for the Adverse Determination. You have the right to request a review of any Company decision or action pertaining to our contractual relationship and to appeal any adverse claim determination we've made by filing a Grievance. These procedures have been developed to ensure a full investigation of a Grievance through a formal process.

DEFINITIONS

A "Grievance" is a written complaint requesting a change to a previous claim decision, claims payment, the handling or reimbursement of health care services, or other matters pertaining to your coverage and our contractual relationship.

An **"Adverse Determination**" is a determination by the Company or its designated utilization review organization that (i) a service, treatment, drug, or device, is experimental, investigational, specifically limited or excluded by your coverage; or (ii) a facility admission, the availability of care, continued stay or other health care services proposed or furnished have been reviewed and, based upon the information provided, does not meet the contractual requirements for medical necessity, appropriateness, health care setting, level of care or effectiveness and therefore, the benefit coverage is denied, reduced or terminated in whole or in part.

INFORMAL GRIEVANCE PROCEDURE

You, your authorized representative, or a provider acting on your behalf may submit an oral complaint to us within 60-days after an event that causes a dispute. Telephoning allows you to discuss your complaint or concerns and gives us the opportunity to immediately resolve the problem.

If we don't have all the information necessary to review your complaint, we will request any additional information within 5 business days of receiving your complaint. After we receive all the necessary information, we will provide you, your authorized representative, or a provider acting on your behalf with our written decision within 30-days after receiving the complaint and all necessary information.

If the problem cannot be resolved in this manner, you still have the right to submit a written request for the complaint to be reviewed through the Formal Grievance Procedure, as outlined below.

FORMAL GRIEVANCE PROCEDURE

A formal Grievance may be submitted by you, your authorized representative, or in the event of an Adverse Determination, by a provider acting on your behalf.

If you file a formal Grievance, you will have the opportunity to submit written comments, documents, records and other information you feel are relevant to the Grievance, regardless of whether those materials were considered in the initial Adverse Determination.

First Level Review

Within 3 working business days after receiving the Grievance, we must acknowledge the Grievance and provide you, your authorized representative or a provider with the name, address, and telephone number of the coordinator handling the Grievance and information on how to submit written material. The person(s) who reviews the Grievance will not be the same person(s) who made the initial Adverse Determination. During the review, all information, documents, and other materials submitted relating to the claim will be considered, regardless of whether they were considered in making the previous claim decision. The Insured will not be allowed to attend, or have a representative attend, a First Level Review. The Insured may, however, submit written material for consideration by the reviewer(s).

Grievance

When the Grievance is based in whole or in part on a medical judgment, the review will be conducted by, or in consultation with, a medical doctor with appropriate training and expertise to evaluate the matter.

Following our review of your Grievance, we must issue a written decision to you and, if applicable, to your representative or provider, within 20-days after receiving the Grievance. The written decision must include:

- (1) The name(s), title(s) and professional qualifications of any person(s) participating in the First Level Review process.
- (2) A statement of the reviewer's understanding of the Grievance.
- (3) The specific reason(s) for the reviewer's decision in clear terms and the contractual basis or medical rationale used as the basis for the decision in sufficient detail for the Insured to respond further to our position.
- (4) A reference to the evidence or documentation used as the basis for the decision.
- (5) If the claim denial is based on medical necessity, experimental treatment or similar exclusion, instructions for requesting an explanation of the scientific or clinical rationale used to make the determination.
- (6) A statement advising you of your right to request a Second Level Review, if applicable, and a description of the procedure and timeframes for requesting a Second Level Review.

Second Level Review

The Second Level Review process is available if you are not satisfied with the outcome of the First level Review for an Adverse Determination. Within ten business days after receiving a request for a Second Level Review, we will advise you of the following:

- (1) the name, address, and telephone number of a person designated to coordinate the Grievance review for the Company;
- (2) a statement of your rights, including the right to:
 - attend the Second Level Review
 - present his/her case to the review panel;
 - submit supporting materials before and at the review meeting;
 - ask questions of any member of the review panel;
 - be assisted or represented by a person of his/her choice, including a provider, family member, employer representative, or attorney.
 - request and receive from us free of charge, copies of all relevant documents, records and other information that is not confidential or privileged that were considered in making the Adverse Determination.

We must convene a review panel and hold a review meeting within 45-days after receiving a request for a Second Level Review. We will notify you in writing of the meeting date at least 15-days prior to the date. The review meeting will be held during regular business hours at a location reasonable accessible to you. In cases where a face-to-face meeting is not practical for geographic reasons, we will offer you the opportunity to communicate with the review panel at our expense by conference call or other appropriate technology. Your right to a full review may not be conditioned on whether or not you appear at the meeting.

If you choose to be represented by an attorney, we may also be represented by an attorney. If we choose to have an attorney present to represent our interests, we will notify you at least 15 working days in advance of the review that an attorney will be present and that you may wish to obtain legal representation of your own.

The panel must be comprised of persons who:

- (1) were not previously involved in any matter giving rise to the Second Level Review;
- (2) are not employees of the Company or Utilization Review Organization; and
- (3) do not have a financial interest in the outcome of the review.

A person previously involved in the Grievance may appear before the panel to present information or answer questions.

All persons reviewing a Second Level Grievance involving a Utilization Review non-certification or a clinical issue will be providers who have appropriate expertise, including at least one clinical peer. If we use a clinical peer on an appeal of a Utilization Review non-certification or on a First Level Review, we may use one of our employees on the Second Level Review panel if the panel is comprised of 3 or more persons.

Grievance

We must issue a written decision to you and, if applicable, to your representative or provider, within 10 business days after completing the review meeting. The decision must include:

- (1) the name(s), title(s) and qualifying credentials of the members of the review panel;
- (2) a statement of the review panel's understanding of the nature of the Grievance and all pertinent facts;
- (3) the review panel's recommendation to the Company and the rationale behind the recommendation;
- (4) a description of, or reference to, the evidence or documentation considered by the review panel in making the recommendation;
- (5) in the review of a Utilization Review non-certification or other clinical matter, a written statement of the clinical rationale, including the clinical review criteria, that was used by the review panel to make the determination;
- (6) the rationale for the Company's decision if it differs from the review panel's recommendation;
- (7) a statement that the decision is the Company's final determination in the matter;
- (8) notice of the availability of the Commissioner's office for assistance, including the telephone number and address of the Commissioner's office.

EXPEDITED REVIEW

You are eligible for an expedited review when the timeframes for an Informal, formal First Level review or Second Level review would reasonably appear to seriously jeopardize your life or health, or your ability to regain maximum function. An expedited review is also available for all Grievances concerning an admission, availability of care, continued stay or health care service for a person who has received emergency services, but who has not been discharged from a facility.

A request for an expedited review may be submitted orally or in writing. An expedited review must be evaluated by an appropriate clinical peer in the same or similar specialty as would typically manage the case being reviewed. If we don't have the information necessary to decide an appeal, we will send you notification of precisely what is required within 24-hours of our receipt of your Grievance. All necessary information, including our decision, will be transmitted by telephone, facsimile, or the most expeditious method available. Provided we have enough information to make a decision, you, your authorized representative, or a provider acting on your behalf will be notified of the determination as expeditiously as the medical condition requires, but in no event more than 72-hours after the review has commenced. Written confirmation of our decision will be provided within 2 working business days of the decision and will contain the same items described in the written decision requirements for First Level reviews.

If the expedited review does not resolve the situation, you, your representative or a provider acting on your behalf may submit a written Grievance.

We will not provide an expedited review for retrospective reviews of Adverse Determinations.

Grievance

When used throughout this document "The Company", "Our", "We", or "Us" means:

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United States Fire Insurance Company The North River Insurance Company

Crum & Forster Indemnity Company

PRIVACY POLICY AND PRACTICES

The Company values your business and your trust. In order to administer insurance policies and provide you with effective customer service, we must collect certain information about our customers. We want you to know that we are committed to protecting your private information and we will comply with all federal and state privacy laws. Below is a Privacy Notice describing our policy regarding the collection and disclosure of personal information. Please review this Notice and keep a copy of it with your records.

Your Privacy is Our Concern

When you apply to The Company for insurance or make a claim against a policy written by The Company, you disclose information about yourself to us. There are legal requirements governing the collection, use, and disclosure of such information. The Company maintains physical, electronic, and procedural safeguards that comply with state and federal regulations to guard your personal information. We also limit employee access to personally identifiable information to those with a business reason for knowing such information. The Company instructs our employees as to the importance of the confidentiality of personal information, and takes measures to enforce employee privacy responsibilities.

What kind of information do we collect about you and from whom?

We obtain most of our information from you. The application or claim form you complete, as well as any additional information you provide, generally gives us most of the information we need to know. Sometimes we may contact you by phone or mail to obtain additional information. We may use information about you from other transactions with us, our affiliates, or others. Depending on the nature of your insurance transaction, we may need additional information about you or other individuals proposed for coverage. We may obtain the additional information we need from third parties, such as other insurance companies or agents, government agencies, medical personnel, the state motor vehicle department, information clearinghouses, credit reporting agencies, courts, or public records. A report from a consumer reporting agency may contain information as to creditworthiness, credit standing, credit capacity, character, general reputation, hobbies, occupation, personal characteristics, or mode of living.

What do we do with the information collected about you?

If coverage is declined or the charge for coverage is increased because of information contained in a consumer report we obtained, we will inform you, as required by state law or the federal Fair Credit Reporting Act. We will also give you the name and address of the consumer reporting agency making the report. We may retain information about our former customers and may disclose that information to affiliates and non-affiliates only as described in this notice.

To whom do we disclose information about you?

We may disclose all the information that we collect about you, as described above. We may disclose such information about you to our affiliated companies, such as:

- Insurance companies;
- Insurance agencies;
- Third party administrators;
- Medical bill review companies; and
- Reinsurance companies.

We may also disclose nonpublic personal information about you to affiliated and nonaffiliated third parties as permitted by law. You have a right to access and correct the personal information we collect, maintain, and disclose about you.

How to contact Us

You may obtain a more detailed description of the information practices prescribed by law by contacting us at the address below. Remember to include your name, address, policy number, and daytime phone number.

Privacy Policy Coordinator Fairmont Speciality 5 Christopher Way, 3rd Floor Eatontown, New Jersey 07724

GROUP BENEFITS FOR ACCIDENTS ONLY

CERTIFICATE OF COVERAGE

This Certificate contains the terms under which the United States Fire Insurance Company agrees to insure certain persons and pay benefits.

This Certificate is a part of, and is governed by, a Group Policy that has been issued in the States of Connecticut and shall be governed by its laws.

Coverage under this Certificate is provided in consideration of payment of the initial premium, continued payment of premiums when due, and completion of an Application. This Certificate is a part of, and is governed by, a Group Policy. The Group Policy has been issued to, and is the contract between, the Group Policyholder and TIG Premier Insurance Company. The Group Policy is held by the Group Policyholder and may be inspected upon request at any reasonable time. The name of the Group Policyholder is shown in the Schedule.

This Certificate has been issued to you, the Certificateholder, as a Participant under the Group Policy, in accordance with the terms, conditions, and limitations of the Group Policy.

10 DAY RIGHT TO RETURN THIS CERTIFICATE

If for any reason, you are not satisfied with this Certificate, you may return it to us within 10-days after receiving it. Upon its return, we will refund any premium paid and this Certificate will be deemed void, just as though it had never been issued.

THIS IS ACCIDENT ONLY COVERAGE.

READ IT CAREFULLY.

BENEFITS ARE NOT PAYABLE FOR LOSS DUE TO SICKNESS.

THIS CERTIFICATE PAYS BENEFITS FOR SPECIFIC LOSSES FROM ACCIDENTS ONLY.

THIS CERTIFICATE IS NOT RENEWABLE.

Signed for United States Fire Insurance Company By:

Exepto franste &

Joseph F. Braunstein, Jr. President

and

Carol Ann Soos Secretary

GAC26932-CT

TABLE OF CONTENTS

The following provisions appear within this Policy in the following order:

Schedule of Benefits Definitions Scope of Coverage Description of Hazards Description of Benefits Exclusions Additional Exclusions Limitations Aggregate Limit Premium Provisions General Provisions

SCHEDULE OF BENEFITS

COVERAGE IS PROVIDED UNDER GROUP POLICY NUMBER: AH-GA26932-002 ISSUED TO GROUP POLICYHOLDER: The Group and Blanket Accident & Health Insurance Trust				
CERTIFICATEHOLDER:	Ledyard Public Schools 4 Blonder Blvd Ledyard, CT 06339			
CERTIFICATE NUMBER: CERTIFICATE EFFECTIVE DATE: CERTIFICATE EXPIRATION DATE:	UAG2226A 08/01/2007 08/01/2008			
BENEFIT PERIOD:	52 weeks from the date of an Injury, provided the Injury occurs prior to the Expiration Date, the first medical expense is incurred with 90 days and care is Medically Necessary.			
DEDUCTIBLE AMOUNT:	\$0 Corridor			
	Corridor Deductible: The Covered Person may not use Covered Expenses paid under another Health Care Plan to satisfy the Deductible under this policy.			
	Disappearing Deductible: The Covered Person may use Covered Expenses paid under another Health Care Plan to satisfy the Deductible under this policy.			
COINSURANCE PERCENTAGE:	100%			
SCOPE OF COVERAGE:	Full Excess			
DESCRIPTION OF HAZARDS:	Sports Coverage: Interscholastic & Intramural, Band,			
Cheerleaders & Majorettes, Field Trips				
MEDICAL MAXIMUM BENEFIT AMOUNT: \$1,000,000				
AGGREGATE LIMIT OF LIABILITY:	\$500,000 per accident, AD&D only			

MEDICAL EXPENSE BENEFIT	(Usual, Reasonable an	d Customary = URC)
Hospital Room & Board Daily Maximum Benefit Amount:		URC per day
Intensive Care Room & Board Daily Maximum Benefit:		URC per day
Hospital Miscellaneous Maximum Benefit Amount:		URC per day
Outpatient Pre-Admission Testing Benefit Amount:		URC
Outpatient Hospital Emergency Room Treatment Maximum Ber	efit Amount:	URC
Surgical Benefits: Primary Surgeons Maximum Benefit Amount Assistant Surgeon, Second Surgical Opinion, Consultat Anesthesia Maximum Benefit Surgical Facility Maximum Benefit per Operating Sessio	ion Maximum Benefit	f Benefits Section (5)(a) URC URC URC URC
Doctor's Visits In-Hospital Maximum Benefit: Office Visits Maximum Benefit: Maximum for All In-Hospital and Office Doctor's Visits:		URC per visit URC per visit URC visits per Injury
X-ray and Laboratory Maximum Benefit Amount:		URC per procedure
Nursing Maximum Benefit Amount:		URC per Injury
Physiotherapy Benefit Maximum Benefit Amount (Hospital Inpatient): Maximum Benefit Amount (Outpatient): Maximum for All Physiotherapy Combined (Inpatient & Outpa	atient):	URC URC URC per Injury
Ambulance Maximum Benefit Amount:		URC
Medical Equipment Rental Charges Maximum Benefit Amount:		URC
Medical Services and Supplies Maximum Benefit Amount (Blood, Blood Transfusions, Oxygen):		URC
Dental Treatment For Injury Only Maximum Benefit Amount:		URC
OUT-PATIENT PRESCRIPTION DRUG BENEFIT Maximum Benefit Amount:		URC
ACCIDENTAL DEATH BENEFIT Principal Sum:		\$10,000
ACCIDENTAL DISMEMBERMENT, LOSS OF SIGHT BENEFI Principal Sum:	Т	\$20,000

DEFINITIONS

The terms shown below shall have the meaning given in this section whenever they appear in this Policy. Additional terms may be defined within the provision to which they apply.

"Accident" means a sudden, unforeseeable external event which:

- (1) Causes Injury to one or more Covered Persons; and
- (2) Occurs while coverage is in effect for the Covered Person.

"Aircraft" means a vehicle which:

- (1) Has a valid certificate of airworthiness; and
- (2) Is being flown by a pilot with a valid license appropriate to the aircraft.

"Benefit Period" means the period of time from the date of Injury, as shown in the Schedule of Benefits.

"Covered Person" means a person eligible for coverage as identified in the Application for whom proper premium payment has been made, and who is therefore insured under this Policy.

"Deductible" means the amount of Eligible Expenses which must be paid by the Covered Person before benefits are payable under this Policy. It applies separately to each Covered Person.

"Doctor" means a licensed practitioner of the healing arts acting within the scope of his license. Doctor does not include:

- (1) The Covered Person;
- (2) The Covered Person's spouse, child, parent, brother, or sister; or
- (3) A person living with a Covered Person.

"Eligible Expenses" means the Usual, Reasonable and Customary charges for services or supplies which are incurred by the Covered Person for the Medically Necessary treatment of an Injury. Eligible Expenses must be incurred while this Policy is in force.

"He", "his" and "him" includes "she", "her" and "hers."

"Health Care Plan" means any contract, policy or other arrangement for benefits or services for medical or dental care or treatment under:

- (1) Group or blanket insurance, whether on an insured or self-funded basis;
- (2) Hospital or medical service organizations on a group basis;
- (3) Health Maintenance Organizations on a group basis.
- (4) Group labor management plans;
- (5) Employee benefit organization plan;
- (6) Professional association plans on a group basis; or
- (7) Any other group employee welfare benefit plan as defined in the Employee Retirement Income Security Act of 1974 as amended.

"Hospital" means an institution which:

- (1) Is operated pursuant to law;
- (2) Is primarily and continuously engaged in providing medical care and treatment to sick and injured persons on an inpatient basis;
- (3) Is under the supervision of a staff of doctors;
- (4) Provides 24-hour nursing service by or under the supervision of a graduate registered nurse, (R.N.);
- (5) Has medical, diagnostic and treatment facilities, with major surgical facilities;
 - (a) On its premises; or
 - (b) Available to it on a prearranged basis; and
- (6) Charges for its services.

"Hospital" does not include:

- (1) A clinic or facility for:
 - (a) Convalescent, custodial, educational or nursing care;
 - (b) The aged, drug addicts or alcoholics; or
 - (c) Rehabilitation; or
- (2) A military or veterans hospital or a hospital contracted for or operated by a national government or its agency unless:
 - (a) The services are rendered on an emergency basis; and
 - (b) A legal liability exists for the charges made to the individual for the services given in the absence of insurance.

"Hospital Stay" means a Medically Necessary overnight confinement in a Hospital when room and board and general nursing care are provided for which a per diem charge is made by the Hospital.

"Injury" means bodily harm which results, directly and independently of disease or bodily infirmity, from an Accident. All injuries to the same Covered Person sustained in one accident, including all related conditions and recurring symptoms of the Injuries will be considered one Injury.

"Leased Aircraft" means an aircraft for which the Policyholder or any of its subsidiaries or affiliates has a written lease under whose terms, the aircraft:

- (1) Can be used at the Policyholder's or any of its subsidiaries' or affiliates' discretion;
- (2) Can be used by the Policyholder or any of its subsidiaries or affiliates for 2 or more trips or for more than 10 consecutive days; and
- (3) Cannot be altered or sold by the Policyholder or any of its subsidiaries or affiliates, without the consent of the leaser or owner.

"Leased Aircraft" does not include any Owned Aircraft.

"Medically Necessary" or "Medical Necessity" means the service or supply is:

- (1) Prescribed by a Doctor for the treatment of the Injury; and
- (2) Appropriate, according to conventional medical practice for the Injury in the locality in which the service or supply is given.

"Nurse" means either a professional, licensed, graduate registered nurse (R.N.) or a professional, licensed practical nurse (L.P.N.).

"Operated or Controlled Aircraft" means an aircraft which:

- (1) Has been leased, rented or borrowed by the Policyholder for at least 10 consecutive days, or more than 15 days in any one year;
- (2) Can be used at the Policyholder's discretion; and
- (3) Cannot be altered or sold by the Policyholder without the consent of the owner or leaser.

"Operated or Controlled Aircraft" does not include any Owned Aircraft.

"Owned Aircraft" means aircraft to which the Policyholder or any of its subsidiaries or affiliates holds legal or equitable title.

"School" means the participating School or School District where the Covered Person is enrolled or employed. The School must be a duly accredited (state certified or accredited) primary, elementary, secondary, or collegiate School.

"Sickness" means illness or disease. All related conditions and recurring symptoms of sickness to the same person will be considered one sickness. *Benefits are not payable for Sickness under this Plan.*

"Student Infirmary" means an on campus facility which:

- (1) Provides medical care and treatment to sick and injured students and faculty;
- (2) Is under the supervision of a Doctor;
- (3) Provides nursing services; and
- (4) Charges for its services.

"Student Infirmary" does not include:

(1) Medical, diagnostic or treatment facilities with major surgical facilities:

- (a) On its premises; or
- (b) Available to it on a prearranged basis; or

(2)In-patient care.

(No benefits are payable for services, supplies, or treatment in a Student Infirmary. This definition is applicable only to its reference in the provision titled Additional Exclusions.)

"Supervised or Sponsored Activity" means a Policyholder or School authorized function:

(1) In which the Covered Person participates;

(2) Which is organized by or under its auspices;

which is within the scope of customary activities for such entity and is shown on the Schedule of Benefits.

"Usual, Reasonable and Customary means:

- (1) With respect to fees or charges, fees for medical services or supplies which are;
 - (a) Usually charged by the provider for the service or supply given; and
 - (b) The average charged for the service or supply in the locality in which the service or supply is received; or
- (2) With respect to treatment or medical services, treatment which is reasonable in relationship to the service or supply given and the severity of the condition.

SCOPE OF COVERAGE

Only the Scope of Coverage listed on the Schedule of Benefits Apply

We will provide the benefits described in this Policy to all Covered Persons who suffer a covered loss which:

- Is within the scope of the DESCRIPTION OF BENEFITS PROVISIONS and results, directly and independently of disease or bodily infirmity, from an Injury which is suffered in an Accident;
- (2) Occurs while the person is a Covered Person under this Policy: and
- (3) Is within the scope of the risks set forth in the **DESCRIPTION OF HAZARDS** provisions.

Primary Medical Expense:

If an Injury to the Covered Person results in his incurring Eligible Expenses for any of the services on the SCHEDULE OF BENEFITS, we will pay the applicable benefit, subject to the Deductible Amount and Coinsurance Percentage (if any).

The Covered Person must be under the care of a Doctor when the Eligible Expenses are incurred. The Expense must be incurred solely for treatment of a covered Injury:

- (1) While the person is insured under this Policy; or
- (2) During the Benefit Period stated on the SCHEDULE OF BENEFITS.

The first Eligible Expense must be incurred within the time frame stated on the SCHEDULE OF BENEFITS. The total of all medical benefits payable under this Policy is shown on the SCHEDULE OF BENEFITS and is subject to the specific maximums shown on the SCHEDULE OF BENEFITS.

Primary Excess Medical Expense:

If an Injury to the Covered Person results in his incurring Eligible Expenses for any of the services on the SCHEDULE OF BENEFITS, we will pay the first one hundred dollars (\$100) of the Eligible Expenses incurred, subject to the Deductible Amount and Coinsurance Percentage (if any).

Additional Expenses will be paid only when they are in excess of amounts payable by any other Health Care Plan. The Covered Person must be under the care of a Doctor when the Eligible Expenses are incurred. The Eligible Expense must be incurred solely for the treatment of a covered Injury:

- (1) While the person is insured under this Policy; or
- (2) During the Benefit Period stated on the SCHEDULE OF BENEFITS.

The first Eligible Expense must be incurred within the time frame stated on the SCHEDULE OF BENEFITS. The total of all medical benefits payable under this Policy is shown on the SCHEDULE OF BENEFITS and is subject to the specific maximums shown on the SCHEDULE OF BENEFITS.

Full Excess Medical Expense:

If an Injury to the Covered Person results in his incurring Eligible Expenses for any of the services in the SCHEDULE OF BENEFITS, we will pay the Eligible Expenses incurred, subject to the Deductible Amount and Coinsurance Percentage (if any), that are in excess of Expenses payable by any other Health Care Plan, regardless of any Coordination of Benefits provision contained in such Health Care Plan.

The Covered Person must be under the care of a Doctor when the Eligible Expenses are incurred. The Expense must be incurred solely for the treatment of a covered Injury:

- (1) While the person is insured under this Policy; or
- (2) During the Benefit Period stated on the SCHEDULE OF BENEFITS.

The first Expense must be incurred within the time frame shown on the SCHEDULE OF BENEFITS.

The total of all medical benefits payable under this Policy is shown on the SCHEDULE OF BENEFITS: and

- (1) Subject to the specific maximums shown on the SCHEDULE OF BENEFITS; and
- (2) Subject to compliance with the requirement, set forth in the Limitations section of this Policy.

PROVISIONS CONCERNING COVERED PERSONS

Eligibility:

Persons eligible to be insured under this Policy are those persons described as an ELIGIBLE CLASS on the Application who have completed any applicable Service Waiting Period. This includes anyone who may become eligible while this Policy is in force.

Effective Dates:

A Covered Person will become an insured under this Policy, provided proper premium payment is made, on the latest of:

- (1) The Effective Date of this Policy; or
- (2) The day he becomes eligible according to the referenced date shown in the Application.

Termination:

Insurance for a Covered Person will end on the earliest of:

- (1) The date he is no longer in an Eligible Class.
- (2) The date he reports for active duty in any Armed Forces, according to the referenced date shown in the Application. We will refund, upon receipt of proof of service, any premium paid, calculated from the date active duty begins until the earlier of:
 - (a) The date the premium is fully earned; or
 - (b) The Expiration Date of this Policy.

This does not include Reserve or National Guard duty for training;

- (3) The end of the period for which the last premium contribution is made; or
- (4) The date this Policy is terminated.

Only Hazards Listed on the Schedule of Benefits Apply

POLICYHOLDER FUNCTIONS

Subject to all other provisions of this Policy, coverage is provided for a Covered Person while he is:

- (1) Attending or participating in a Supervised or Sponsored Activity; or
- (2) Attending a Policyholder function.

The Covered Person must be:

- (1) On the premises of the Policyholder:
 - (a) During its normal hours;
 - (b) During scheduled functions; or
 - (c) During other periods if he is attending or participating in a Supervised or Sponsored Activity;
- (2) Not on Policyholder premises and attending or participating in a Supervised or Sponsored Activity;
- (3) Traveling directly, without interruption:
 - (a) Between his home and the Policyholder's premises for participation in a Supervised or Sponsored Activity;
 - (b) Between the site of the Supervised or Sponsored Activity and his home or the Policyholder's premises.
 - (c) In a vehicle which is:
 - (i) Designated or furnished by the Policyholder;
 - (ii) Operated by a properly licensed adult driver; and
 - (iii) Under the direct supervision of the Policyholder; or
 - (d) In a vehicle other than that described in (3)(c) when:
 - (i) Operated by a properly licensed driver; and
 - (ii) Travel time does not exceed an hour each way.
 - Travel time includes the time:
 - (i) To or from home, the Policyholder's address and the Supervised or Sponsored Activity;
 - (ii) Before the appointed time; and
 - (iii) After the Supervised or Sponsored Activity is completed.

Only Hazards Listed on the Schedule of Benefits Apply

SPORTS COVERAGE

Subject to all other provisions of this Policy, coverage is provided for a Covered Person while he is:

- (1) Taking part in:
 - (a) A regularly scheduled athletic game or competition; or
 - (b) A practice session for an athletic team or club;
- (2) Traveling to or from such a game, competition or practice session provided he is:
 - (a) Traveling with the athletic team or club; and
 - (b) Under the direct and immediate supervision of:
 - (i) The athletic team or club; or
 - (ii) An adult authorized by the athletic team or club; or
- (3) Traveling directly, without interruption:
 - (a) Between his home and a scheduled game, competition or practice session;
 - (b) In a vehicle which is
 - (i) Designated or furnished by the athletic team or club;
 - (ii) Operated by a properly licensed, adult driver; or
 - (iii) Under the direct supervision of the athletic team or club; or
 - (c) In a vehicle other than that described in (3)(b) when:
 - (i) Operated by a properly licensed driver; and
 - (ii) Travel time does not exceed an hour each way.

Travel time includes the time:

- (i) To or from home, a scheduled game, competition or practice session;
- (ii) Before required attendance time;
- (iii) After the Covered Person is dismissed; and
- (iv) After the Covered Person completes extra duties assigned by the School.

Covered athletic games or competition are shown on the Schedule of Benefits.

Injuries which result over a period of time (such as blisters, tennis elbow, etc.), and which are a normal, foreseeable result of the sport, are not covered.

Only Hazards Listed on the Schedule of Benefits Apply

SCHOOL COVERAGE - ALL ACTIVITIES OTHER THAN SPORTS

Subject to all other provisions of this Policy, insurance is provided for a Covered Person while he is:

- (1) Attending or participating in a Supervised or Sponsored Activity; or
- (2) Attending School.

The Covered Person must be:

- (1) On School premises:
 - (a) During School hours on school days;
 - (b) During lunch and recess periods; and
 - (c) During periods when School is not in session if he is attending or participating in a Supervised or Sponsored Activity:
- (2) Not on School premises and attending or participating in:
 - (a) Supervised or Sponsored Activity; or
 - (b) A School sponsored field trip of less than 7 days duration;
- (3) Traveling directly, without interruption:
 - (a) Between his home and School on days when he is scheduled to attend; and
 - (b) Between the site of the Supervised or Sponsored Activity and his home or School if the Supervised or Sponsored Activity:
 - (i) Takes place while School is or is not in session; and
 - (ii) Is located within or outside the town where the School is located; and
 - (c) In a vehicle which is:
 - (i) Designated or furnished by the School;
 - (ii) Operated by a properly licensed adult driver; and
 - (iii) Under the direct supervision of the School; or
 - (d) In a vehicle other than that described in 3(b) when:
 - (i) Operated by a properly licensed driver; and
 - (ii) Travel time does not exceed an hour each way.

Travel time includes the time:

- (i) To or from home, School and the Supervised or Sponsored Activity;
- (ii) Before required attendance time;
- (iii) After the Covered Person is dismissed; and
- (iv) After the Covered Person completes extra duties assigned by the School.

When travel is by other than School bus, covered travel time shall not exceed one hour each way. This includes traveling to or from the Covered Person's home, School, or a Supervised or Sponsored Activity. The covered travel time includes the period before his required attendance time and the period after his dismissal or when he completes any extra duties.

Only Hazards Listed on the Schedule of Benefits Apply

SCHOOL COVERAGE - ALL SCHOOL ACTIVITIES

Subject to all other provisions of this Policy, insurance is provided for a Covered Person while he is:

- (1) On the School premises:
 - (a) While School is in session (including recess and lunch periods); or
 - (b) While School is not in session, if the Covered Person is involved in a Supervised or Sponsored Activity;
- (2) Away from School or home:
 - (a) If the Covered Person is involved in a Supervised or Sponsored Activity; and
 - (b) With adult supervision provided by the School;
- (3) Traveling directly, without interruption:
 - (a) Between his home and a scheduled game, competition or practice session;
 - (b) In a vehicle which is
 - (i) Designated or furnished by the athletic team or club;
 - (ii) Operated by a properly licensed, adult driver; or
 - (iii) Under the direct supervision of the athletic team or club; or
 - (c) In a vehicle other than that described in (3)(b) when:
 - (i) Operated by a properly licensed driver; and
 - (ii) Travel time does not exceed an hour each way.

Travel time includes the time:

- 1) To or from home, School, a Supervised or Sponsored Activity, a scheduled game, competition or practice session;
- 2) Before required attendance time;
- 3) After the Covered Person is dismissed; and
- 4) After the Covered Person completes extra duties assigned by the School.

When travel is by other than School bus, covered Travel Time shall not exceed one hour each way. This includes traveling to or from the Covered Person's home and School. The covered Travel Time includes the period before the Covered Person's required attendance time and the period after his dismissal or when he completes any extra duties.

DESCRIPTION OF BENEFITS

ENEFITS FOR ACCIDENTAL DEATH, DISMEMBERMENT, LOSS OF SIGHT, SPEECH AND HEARING; OR PARALYSIS

If, within 1-year from the date of an Accident covered by this Policy, Injury from such Accident, results in Loss listed below, we will pay the percentage of the Principal Sum set opposite the loss in the table below. If the Covered Person sustains more than one such Loss as the result of one Accident, we will pay only one amount, the largest to which he is entitled. This amount will not exceed the Principal Sum which applies for the Covered Person.

Loss	Percentage of Principal Sum
Loss of Life	100%
Loss of Both Hands	100%
Loss of Both Feet	100%
Loss of Entire Sight of Both Eyes	100%
Loss of One Hand and One Foot	100%
Loss of One Hand and Entire Sight of One Eye	100%
Loss of One Foot and Entire Sight of One Eye	100%
Loss of Speech and Hearing (both ears)	100%
Quadriplegia (total Paralysis of both upper and lower limbs)	100%
Paraplegia (total Paralysis of both lower limbs	50%
Loss of One Hand	50%
Loss of One Foot	50%
Loss of Entire Sight of One Eye	50%
Loss of Speech	50%
Loss of Hearing (both ears)	50%
Hemiplegia (total Paralysis of upper and lower limbs on one side of body	y) 50%
Loss of Thumb and Index Finger of the Same Hand	25%

Loss of a hand or foot means complete Severance through or above the wrist or ankle joint.

Loss of sight means the total, permanent loss of sight of the eye. The loss of sight must be irrecoverable by natural, surgical or artificial means.

Loss of speech means total, permanent and irrecoverable loss of audible communication.

Loss of hearing means total and permanent loss of hearing in both ears which cannot be corrected by any means.

Loss of a thumb and index finger means complete Severance through or above the metacarpophalangeal joints (the joints between the fingers and the hand).

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

"**Paralysis**" means loss of use, without Severance, of a limb. This loss must be determined by a Doctor to be complete and not reversible.

BENEFIT - MEDICAL EXPENSE

We will pay, Eligible Expenses for a Covered Person's Injury, subject to the Deductible Amount and Coinsurance Percentage, if any, shown in the Schedule of Benefits. Eligible Expenses are those incurred for:

- (1) Hospital Room and Board charges for the most common semi-private daily room rate for each day of the Hospital Stay, up to the Maximum Daily Benefit Amount shown in the Schedule of Benefits for Hospital Room and Board.
- (2) **Intensive Care Room and Board** charges for each day of Intensive Care Unit confinement, up to the Daily Maximum Benefit Amount shown in the Schedule of Benefits for the Intensive Care Room and Board benefit. This payment is in lieu of payment for the Hospital Room and Board charges for those days.
- (3) **Hospital Miscellaneous** charges during a Hospital Stay, up to the Maximum Daily Benefit Amount shown in the Schedule of Benefits for the Hospital Miscellaneous benefit. Miscellaneous charges do not include charges for telephone, radio or television, extra beds or cots, meals for guests, take home items, or other convenience items.
- (4) Outpatient Hospital Expenses charges by a Hospital for:
 - (a) Pre-admission testing (confinement must occur within 7 days of the testing); or
 - (b) Emergency room treatment, up to the Maximum Benefit Amount per emergency shown in the Schedule of Benefits for the Outpatient Emergency Room Treatment benefit.
- (5) Surgical Benefits charges for:
 - (a) A Doctor, for primary performance of a surgical procedure, up to the Maximum Benefit Amount shown in the Schedule of Benefits per procedure. Two or more surgical procedures through the same incision will be considered as one procedure. However, we will pay up to 1.57 times the surgical procedure charge when more than one surgical procedure through different operating fields are performed during the same surgical session.
 - (b) A Doctor, for: (i) assistant surgeon duties; (ii) a second surgical opinion; or (iii) consultation, up to the Maximum Benefit shown in the Schedule of Benefits for an Assistant Surgeon, Second Surgical Opinion, and Consultation.
 - (c) Anesthesia and its administration, up to the Maximum Benefit Amount shown in the Schedule of Benefits for the Anesthesia benefit.
 - (d) Use of surgical facilities, up to the Maximum Benefit Amount per operating session, as shown in the Schedule of Benefits for the Surgical Facility benefit.
- (6) Doctor's Visits charges by a Doctor for other than pre- or post-operative care:
 - (a) For in-Hospital visits, up to the Maximum Benefit Amount shown in the Schedule of Benefits for Doctor's Visit In-Hospital.
 - (b) For office visits, up to the Maximum Benefit Amount shown in the Schedule of Benefits for Doctor's Office Visits.

Total visits per Injury will not exceed the combined Maximum shown in the Schedule of Benefits for All In-Hospital and Office Doctor's Visits.

- (7) **X-Ray and Laboratory** charges for X-ray and laboratory tests, up to the Maximum Benefit Amount shown in the Schedule of Benefits for the X-ray & Laboratory benefit.
- (8) Nursing Services Charges for nursing services (other than routine Hospital care) by or under the supervision of a licensed graduate registered nurse, up to the Maximum Benefit Amount shown on the Schedule of Benefits for the Nursing benefit.

- (9) Physiotherapy Charges for physiotherapy:
 - (a) While Hospital confined, up to the Maximum Benefit Amount shown in the Schedule of Benefits for the Hospital Inpatient Physiotherapy benefit;
 - (b) As an outpatient, up to the Maximum Benefit Amount shown on the Schedule of Benefits for the Outpatient Physiotherapy benefit.

Physiotherapy includes:

- (a) Heat treatment;
- (b) Diathermy;
- (c) Microtherm;
- (d) Ultrasonic;
- (e) Adjustment;
- (f) Manipulation;
- (g) Massage therapy and
- (h) Acupuncture.

Total treatment per Injury will not exceed the Maximum Benefit Amounts for Physiotherapy shown in the Schedule of Benefits.

- (10) **Ambulance** from the place where the Injury occurred to the Hospital, up to the Maximum Benefit Amount shown in the Schedule of Benefits for the Ambulance benefit.
- (11) Medical Equipment Rental charges for medical equipment for:
 - (a) A wheelchair;
 - (b) An iron lung; or
 - (c) Other medical equipment for which prior approval by us has been given;

up to the Maximum Benefit Amount shown in the Schedule of Benefits for the Medical Equipment Rental benefit.

- (12) Medical Services and Supplies Charges for medical services and supplies for:
 - (a) Oxygen and its administration;
 - (b) Blood and blood transfusions;

up to the Maximum Benefit Amount shown in the Schedule of Benefits for the Medical Service & Supply benefit.

(13) Dental Treatment - Charges for dental treatment for Injury to a tooth which was sound and natural at the time of Injury, up to the Maximum Benefit Amount shown in the Schedule of Benefits for the Dental Treatment benefit.

The amounts payable under this Medical Expense benefit could be greatly reduced if the Covered Person does not comply with the requirements in the Limitations section of this Policy.

BENEFIT - OUT-PATIENT PRESCRIPTION DRUG BENEFIT

We will pay the Eligible Expenses, subject to the Deductible Amount and Coinsurance Percentage shown in the Schedule of Benefits, if any; for a Prescription Drug or medication when prescribed by a Doctor on an outpatient basis.

Prescription Drug means a drug which:

- (1) Under Federal law may only be dispensed by written prescription; and
- (2) Is utilized for the specific purpose approved for general use by the Food and Drug Administration.

The Prescription Drug must be dispensed for the out-patient use by the Covered Person:

- (1) On or after the Covered Person's Effective Date; and
- (2) By a licensed pharmacy provider.

Benefits are payable up to the Maximum Benefit Amount shown on the Schedule of Benefits.

The amount payable under this benefit could be greatly reduced if the Covered Person does not comply with the requirements in the Limitations section of this Policy.

EXCLUSIONS

Benefits will not be paid for a Covered Person's loss which:

- (1) Is caused by or results from the Covered Person's own:
 - (a) Intentionally self-inflicted Injury, suicide or any attempt thereat. (In Missouri this applies only while sane.);(b) Voluntary self-administration of any drug or chemical substance not prescribed by, and taken according to
 - the directions of, a doctor (Accidental ingestion of a poisonous substance is not excluded.);
 - (c) Commission or attempt to commit a felony;
 - (d) Participation in a riot or insurrection;
 - (e) Driving under the influence of a controlled substance unless administered on the advice of a doctor; or
 - (f) Driving while Intoxicated. "Intoxicated" will have the meaning determined by the laws in the jurisdiction of the geographical area where the loss occurs;
- (2) Is caused by or results from:
 - (a) Declared or undeclared war or act of war;
 - (b) An Accident which occurs while the Covered Person is on active duty service in any Armed Forces. (Reserve or National Guard active duty for training is not excluded unless it extends beyond 31 days.);
 - (c) Aviation, except as specifically provided in this Policy;
 - (d) Sickness, disease, bodily or mental infirmity or medical or surgical treatment thereof, bacterial or viral infection, regardless of how contracted. This does not include bacterial infection that is the natural and foreseeable result of an accidental external bodily injury or accidental food poisoning.
 - (e) Nuclear reaction or the release of nuclear energy. However, this exclusion will not apply if the loss is sustained within 180 days of the initial incident and:
 - (i) The loss was caused by fire, heat, explosion or other physical trauma which was a result of the release of nuclear energy; and
 - (ii) The Covered Person was within a 25-mile radius of the site of the release either:
 - 1) At the time of the release; or
 - 2) Within 24 hours of the start of the release.

ADDITIONAL EXCLUSIONS

Benefits will not be paid for:

- 1. Normal health checkups;
- 2. Dental care or treatment other than care of sound, natural teeth and gums required on account of Injury resulting from an Accident while the Covered Person is covered under this Policy, and rendered within the policy benefit period;
- 3. Services or treatment rendered by a doctor, nurse or any other person who is:
 - (a) Employed or retained by the Policyholder; or
 - (b) Who is the Covered Person or a member of his immediate family;
- 4. Charges which:
 - (a) The Covered Person would not have to pay if he did not have insurance; or
 - (b) Are in excess of Usual, Reasonable and Customary charges.
- 5. An Injury that is caused by flight in:
 - (a) An aircraft, except as a fare-paying passenger;
 - (b) A space craft or any craft designed for navigation above or beyond the earth's atmosphere; or
 - (c) An ultra light, hang-gliding, parachuting or bungi-cord jumping;
- 6. Travel in or upon:
 - (a) A snowmobile;
 - (b) Any two or three wheeled motor vehicle;
 - (c) Any off-road motorized vehicle not requiring licensing as a motor vehicle;
- 7. Any Accident where the Covered Person is the operator of a motor vehicle and does not possess a current and valid motor vehicle operator's license;
- 8. That part of medical expense payable by any automobile insurance policy without regard to fault. (Does not apply in any state where prohibited);
- 9. Injury that is:
 - (a) The result of the Covered Person being Intoxicated. ("Intoxicated" will have the meaning determined by the laws in the jurisdiction of the geographical area where the loss occurs); or
 - (b) Caused by any narcotic, drug, poison, gas or fumes voluntarily taken, administered, absorbed or inhaled, unless prescribed by a doctor;
- 10. Any Sickness, except infection which occurs directly from an Accidental cut or wound or diagnostic tests or treatment, or ingestion of contaminated food,
- 11. Expenses to the extent that they are paid or payable under other valid and collectible group insurance or medical prepayment plan. (Does not apply to Primary or Primary Excess Medical Scope of Coverage.
- 12. Blood or Blood plasma, except for charges by a Hospital for the processing or administration of blood;
- 13. Elective treatment or surgery, health treatment, or examination where no Injury is involved;
- 14. Injury sustained while in the service of the armed forces of any country. When the Covered Person enters the armed forces of any country, we will refund the unearned pro rata premium upon request;
- 15. Eyeglasses, contact lenses, hearing aids, braces, appliances, or examinations or prescriptions therefore;
- 16. Treatment in any Veterans Administration or Federal Hospital, except if there is a legal obligation to pay;
- 17. Treatment of temporomandibular joint (TMJ) disorders involving the installation of crowns, pontics, bridges or abutments, or the installation, maintenance or removal of orthodontic or occlusal appliances or equilibration therapy;
- 18. Cosmetic surgery, except for reconstructive surgery on a diseased or injured part of the body;
- 19. Any loss which is covered by state or federal worker's compensation, employers liability, occupational disease law, or similar laws;
- 21. The repair or replacement of existing artificial limbs;
- 22. The repair or replacement of existing dentures, partial dentures, braces or fixed or removable bridges;
- 23. Expenses incurred for an Accident after the Benefit Period shown in the Schedule of Benefits;
- 24. Hernia of any kind; or any bacterial infection that was not caused by an Accidental cut or wound;

LIMITATIONS

Any benefits payable under this Policy will be limited to the following:

- (1) The medical benefits otherwise payable under this Policy will be reduced by 50% if:
 - (a) Excess insurance is provided under this Policy; and
 - (b) The Covered Person has coverage under another plan providing medical expense benefits; and
 - (c) The other plan is an HMO, PPO or similar arrangement ("PPO-Preferred Provider Organization" means an Organization offering health care services through designated health care providers who agree to perform these services at rates lower than nonpreferred providers.); and
 - (d) The Covered Person does not use the facilities or services of the HMO, PPO or similar arrangement for the provision of benefits.

The Covered Person's limitation does not apply to emergency treatment required within 24 hours after an Accident which occurred outside the geographic area serviced by the HMO, PPO or similar arrangement.

AGGREGATE LIMIT

The Aggregate Limit of Liability is shown in the Application on the Schedule of Benefits. We will NOT be liable for any amount over such limit for any one Accident.

If the total amount of benefits to be paid under this Policy is more than the Aggregate Limit of Liability, the benefit amount payable for a Covered Person's loss will be determined as a proportionate share of the Aggregate Limit of Liability.

PREMIUM PROVISIONS

GRACE PERIOD:

A grace period of 31-days is granted for each premium due after the first premium due date. 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 this Policy. Coverage will end if the premium is not paid by the end of the grace period.

PREMIUMS:

Premium due dates are the first of every month. Premium payment made in advance or for more than a one month period will not affect any provisions of this Policy with regard to change. Failure by the Policyholder to pay premiums when due or within the grace period shall be deemed notice to us to terminate coverage at the end of the period for which premium was paid.

CHANGES IN RATES:

We have the right to change the premium rates on any premium due date:

- (1) After the first 12 months insurance 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.

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

GENERAL PROVISIONS

ENTIRE CONTRACT; CHANGES:

This Policy, the application of the Policyholder (if any, a copy of which is attached), endorsements, riders and attached papers constitute the entire contract between the parties. If an application of a Covered Person is required, the application of any Insured, at our option, may also be made a part of this contract.

All statements made by the Policyholder or by a Covered Person are deemed representations and not warranties. No such statement will cause us to deny or reduce benefits or be used as a defense to a claim unless a copy of the instrument containing the statement is or has been furnished to such person; or, in the event of his death or incapacity, his beneficiary or representative. After 2-years from the Covered Person's effective date of coverage, no such statement, except in the case of fraud or with respect to eligibility for coverage, will cause such coverage to be contested.

No change in this Policy will be valid until approved by one of our executive officers. This approval must be endorsed on or attached to this Policy. No agent may change this Policy or waive any of its provisions.

WORKERS' COMPENSATION INSURANCE:

This Policy is not in lieu of and does not affect any requirement for coverage under any Workers' Compensation Insurance.

RECORDS MAINTAINED:

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

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

- (1) The two year period after the expiration of the Policyholder's coverage; or
- (2) The final adjustment and settlement of all claims under the Policyholder's coverage.

CERTIFICATES OF INSURANCE:

A certificate of insurance will be delivered to the Policyholder for delivery to a Covered Person. Each certificate will list the benefits, conditions and limits of the Certificate. It will state to whom the benefits will be paid.

POLICY TERMINATION:

We may terminate coverage on or after the anniversary of any premium due date. The Policyholder may terminate its coverage on any premium due date. Written notice must be given at least 31 days prior to such premium due date.

CONFORMITY WITH STATE STATUTES:

Any provision of this Policy in conflict, on the Effective Date of this Policy, with the laws of the state where it is delivered, is amended to conform to the minimum requirements of such laws.

CLAIM PROVISIONS

NOTICE OF CLAIM:

Written notice must be given to us within [30] days [Kentucky: 60 days] after a covered loss occurs or begins or as soon as reasonably possible. Notice can be given at our administrative office as shown on the cover page or to our agent. Notice should include the Policyholder's name and number and a Covered Person's name and address.

CLAIM FORMS:

When we receive the notice of claim, we will send forms for filing proof of loss. If claim forms are not sent within [15] days after notice is given, the proof requirements will be met by submitting, within the time required under PROOF OF LOSS, written proof of the nature and extent of the loss.

PROOF OF LOSS:

Written proof of loss must be furnished to us in the case of a claim for loss for which this Policy provides periodic payment contingent upon continuing loss within [90 days] after the end of the period for which we are liable. Written proof that the loss continues must be furnished to us at intervals required by us.

In case of claim for any other loss, proof must be furnished within [90 days] after the date of such loss.

If that is not reasonably possible, we will not deny or reduce any claim if proof is furnished as soon as reasonably possible. Proof must, in any case, be furnished not more than a year later, except for lack of legal capacity.

TIME OF PAYMENT OF CLAIMS:

Benefits due under this Policy for a loss, other than a loss for which this Policy provides installments, will be paid immediately upon receipt of due written proof of such loss.

Subject to written proof of loss, all accrued benefits for loss for which this Policy provides installments will be paid Monthly; any balance remaining unpaid upon the termination of liability will be paid immediately upon receipt of a written proof of loss, unless otherwise stated in the Description of Benefits.

PAYMENT OF CLAIMS:

Benefits for a Covered Person's loss of life will be paid to the beneficiary named in our records, if any, at the time of payment. The benefits can be paid in one sum or, at a Covered Person's written request, in accordance with one of our settlement plans. If a Covered Person has not requested any settlement plan, the beneficiary can do so in writing after a Covered Person's death. If there is no named beneficiary or surviving beneficiary, a Covered Person's loss of life benefits will be paid in one sum to the first surviving class of following in the order shown below:

- (1) The beneficiary named to receive a Covered Person's proceeds;
- (2) Spouse;
- (3) Child or children;
- (4) Mother or father;
- (5) Sisters or brothers; or
- (6) The estate of a Covered Person.

If we are to pay benefits to the estate or to a person who is incapable of giving a valid release, we may pay up to \$1,000 to a relative by blood or marriage whom we believe is equitably entitled. This good faith payment satisfies our legal duty to the extent of that payment.

Any other accrued benefits which are unpaid at a Covered Person's death may, at our option, be paid either to his beneficiary or to his estate. All other benefits, unless specifically stated otherwise, will be paid to a Covered Person.

PAYMENT OF CLAIMS: OTHER BENEFITS:

All other benefits will be paid to the Covered Person, if he is living, if not, we will pay his beneficiary or his estate.

CHANGE OF BENEFICIARY: (Applicable only if an Accidental Death or Dismemberment benefit is provided) The Insured can change the beneficiary at any time by giving us written notice. The beneficiary's consent is not required for this or any other change which a Covered Person may make unless the designation of beneficiary is irrevocable or otherwise required by law.

CONDITIONAL CLAIM PAYMENT:

If a Covered Person incurs expenses for Injuries received in a covered Accident, and in our opinion a third party may be liable, we will pay benefits if:

- (1) The Covered Person first agrees in writing to refund the lesser of:
 - (a) The amount we actually paid for such expenses; or
 - (b) The amount actually received from the third party for such expenses; and

(2) The third party's liability is determined and satisfied whether by settlement, judgment, arbitration or otherwise.

However, prior to our payment of benefits under this Policy, if the third party's liability is satisfied in an amount less than the benefits payable under this Policy, we will pay the difference.

PHYSICAL EXAMINATION AND AUTOPSY:

We will pay the cost and have the right to have the Covered Person examined as often as reasonably necessary while the claim is pending. We can have an autopsy made at our expense unless prohibited by law. (Autopsies are not permitted to be required in Massachusetts, Mississippi and South Carolina.)

RECOVERY OF BENEFITS:

We reserve the right to recover from a Covered Person any benefits we have paid to him for injuries:

- (1) Received in a covered Accident; and
- (2) Which are covered under:
 - (a) workers' compensation or similar statutory remedies available under law; or
 - b) Any employer's liability Insurance.

It will be assumed that the Covered Person is in receipt of such benefits unless he gives us proof such benefits have been denied to him.

SUBROGATION:

If we have paid benefits to a Covered Person for Injuries received in a covered Accident, and in our opinion a third party may be liable, we will be subrogated to the extent of such payment and to all of the rights of the Covered Person regarding the recovery of benefits paid or to any settlement or judgment which results from the exercise of these rights. The Covered Person agrees to sign papers and do whatever else is necessary to transfer his rights to us. We will exercise such rights on his behalf. He further agrees to furnish us with all relevant information and documents.

LEGAL ACTIONS:

No action at law or in equity shall be brought to recover benefits under this Policy less than 60 days after written proof of loss has been furnished as required by this Policy. No such action shall be brought more than 3 years [South Carolina: 6 years] after the time written proof of loss is required to be furnished.

GROUP APPLICATION

This is an application for **ACCIDENT ONLY INSURANCE** on form GA26932. It is based on the following statements and representations.

GROUP POLICY NO: UAG2227A NEW

1. POLICYHOLDER: Ledyard Public Schools

ADDRESS: 4 Blonder Blvd

Ledyard, CT 06339

Type of business or organization: School

Coverage for subsidiaries: No

Persons who qualify within the Plans and classes described below are eligible to be insured under the Policy.

2. REQUESTED EFFECTIVE DATE: 08/01/2007 3. B/

3.			BASE PLAN			
Å	۹.	Class	DESCRIPTION	umber Eligible		
			All enrolled students of the Policyholder who elect to purchase school-time or 24 hour and/or extended dental coverage.	t/b/d		
E	3.		Referenced dates applicable to Effective Dates, Termination Dates and Changes for Base Plan coverages will be: X The date the event occurs.			
		C	☐ The first day of the day of the month on or after the event occu	Irs.		
		C	□ Other:			
C) .	Class	DESCRIPTION OF HAZARDS			
		School Coverage – All Activities Other Than Sports School Coverage – Extension to 24 Hour Coverage				
0	D.	Class DESCRIPTION OF BENEFITS				
			\$1,000,000 Medical Expense Benefit Primary \$0 Deductible			
E	Ξ.	Class PRINCIPAL SUM				
	\$10,000 Accidental Death					
			\$20,000 Accidental Dismemberment, Loss of Sight, Speech, Hea	ring or Paralysis		
F	F. BASE PLAN AGGREGATE LIMIT OF LIABILITY:					
			\$500,000 per accident, AD&D only Monthly Other			
		nual Premiu				
-		nool Time Hour Coverag	\$16.00 \$ 8.00 ge \$54.00 \$30.00			
		ended Denta				

4.	ADDITIONAL BENEFITS							
	А.	Class	DESCRIPT N/A	ION			Number Eligib N/A	le
	В.	Age Limits:	Spouse:	□70		Other:		
			Child:	☐ 19 (25 if student)		Other:		
	C.	Referenced will be:	□ The d □ The f	cable to Effective Dates ate the event occurs. irst day of the day of the r r:	month	on or after	the event occurs.	or Additional coverages
	D.	Class	DESCRIPT N/A	TION OF HAZARDS				
	Е.	Class	DESCRIPT N/A	TION OF BENEFITS				
	F.	AGGREGA	TE LIMIT O	F LIABILITY: \$N/A			Monthly	□ Other
		PER PERSC	ON BY: C	lass: N/A		Rate: N/A		
		TOTAL NUM	BER OF CC	OVERED PERSONS: N/A	۹	TOTAL P	REMIUM: \$N/A	
		E BASED RI						
6.		EMIUMS. e on 08/01/20		are determined from the V/A day of each subseque				and Class. Premiums are er.
7.	OF	EN ENROLL	MENTS:	□ None □ As Sh	own: _			
8.	TR	ANSMITTAL	AGENT (ap	pointed by Policyholder):	Baile	/ Agencies,	Inc.	
SIC	GNE	D FOR THE I	POLICYHOL	DER THIS		D <i>i</i>	AY OF	<u>,</u> 20 <u>.</u> .
Sig	Inati	ure on File						
Sig	Inati	ure		Name			Title	

FOR COMPANY USE ONLY:

SALES OFFICE: The Allen J. Flood Companies, Inc.

BROKER/AGENT: Bailey Agencies, Inc., P.O. Box 1, , Groton, CT 06340-0001

GROUP BENEFITS ACCIDENT ONLY POLICY

Policy Number: Policyholder:

UAG2227A Ledyard Public Schools 4 Blonder Blvd Ledyard, CT 06339

Policy Effective Date: Policy Expiration Date: 08/01/2007 08/01/2008

This Policy is issued in the state of CONNECTICUT and shall be governed by its laws.

This Policy contains the terms under which the Insurance Company agrees to insure certain persons and pay benefits.

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

THIS IS ACCIDENT ONLY COVERAGE.

READ IT CAREFULLY.

BENEFITS ARE NOT PAYABLE FOR LOSS DUE TO SICKNESS.

THIS POLICY PAYS BENEFITS FOR SPECIFIC LOSSES FROM ACCIDENTS ONLY.

THIS POLICY IS NOT RENEWABLE.

Signed for United States Fire Insurance Company By:

Suepet Pranti &

Joseph F. Braunstein, Jr. President

avo

Carol Ann Soos Secretary

TABLE OF CONTENTS

The following provisions appear within this Policy in the following order:

Schedule of Benefits Definitions Scope of Coverage Description of Hazards Description of Benefits Exclusions Additional Exclusions Limitations Aggregate Limit Premium Provisions General Provisions

SCHEDULE OF BENEFITS

BENEFIT PERIOD:	52 weeks from the date of an Injury, provided the Injury occurs prior to the Expiration Date, the first medical expense is incurred within 90 days and care is Medically Necessary.
DEDUCTIBLE AMOUNT:	\$0 Corridor
	Corridor Deductible: The Covered Person may not use Covered Expenses paid under another Health Care Plan to satisfy the Deductible under this policy.
	Disappearing Deductible: The Covered Person may use Covered Expenses paid under another Health Care Plan to satisfy the Deductible under this policy.
COINSURANCE PERCENTAGE:	100%
SCOPE OF COVERAGE:	Primary
DESCRIPTION OF HAZARDS:	School Coverage – All Activities Other Than Sports School Coverage – Extension to 24 Hour Coverage
PLAN:	Plan 3 or Plan 4
MEDICAL MAXIMUM BENEFIT AMOUNT:	\$1,000,000
AGGREGATE LIMIT OF LIABLITY	\$500,000 per accident, AD&D only
PREMIUM: MINIMUM PREMIUM:	T/B/D N/A
	Minimum and Deposit premiums are fully earned and nonrefundable.

PLAN 3 - MEDICAL EXPENSE BENEFIT

(Usual, Reasonable and Customary = URC)

Hospital Room & Board Daily Maximum Benefit Amount:	Average Semi-Private up to \$250/Day	
Intensive Care Room & Board Daily Maximum Benefit:	100% of URC per day Not to exceed \$350/day for 7 days	
Hospital Miscellaneous Maximum Benefit Amount:	100% URC Not to exceed \$2,500	
Outpatient Pre-Admission Testing Benefit Amount:	URC	
Outpatient Hospital Emergency Room Treatment Maximum Be	enefit Amount: URC Not to exceed \$200	
Surgical Benefits:	100% URC Expenses up to the Unit Value Listed in the 1974 California Relative Value Schedule, multiplied by \$150	
Primary Surgeons Maximum Benefit Amount Assistant Surgeon, Second Surgical Opinion, Consult Anesthesia Maximum Benefit Surgical Facility Maximum Benefit per Operating Sess	Refer to Description of Benefits Section (5)(a) ation Maximum Benefit URC 30% of Surgery Benefit	
Doctor's Visits		
In-Hospital Maximum Benefit: Office Visits Maximum Benefit:	URC per visit \$40.00 First Visit \$20.00 Thereafter	
Consultants (when required by attending physician for confirm determining a diagnosis but not for treatment) and Second Op		
X-ray and Laboratory Maximum Benefit Amount:	100% URC per procedure To a maximum of \$300 X-rays; \$150 Labs	
Nursing Maximum Benefit Amount:	100% URC per Injury	
Physiotherapy Benefit		
Maximum Benefit Amount (Hospital Inpatient): Maximum Benefit Amount (Outpatient):	Included in Hosp. Misc. \$30/Visit Maximum of 5 visits	
Ambulance Maximum Benefit Amount:	100% URC	
Orthopedic Appliances (includes rental of crutches or wheelch In-Hospital Out of Hospital	air) Included in Hospital Misc. 100% URC Not to exceed \$250	
Medical Equipment Rental Charges Maximum Benefit Amount	URC Not to exceed \$250	
Medical Services and Supplies Maximum Benefit Amount (Blood, Blood Transfusions, Oxygen):	URC	
Dental Treatment For Injury Only Maximum Benefit Amount:	100% URC Not to exceed \$250/Tooth	

OUT-PATIENT PRESCRIPTION DRUG BENEFIT Maximum Benefit Amount:	100% URC Not to exceed \$100
Eyeglasses, Contact Lenses, Hearing Aids-Replacemer in conjunction with a covered injury requiring medical tre	
ACCIDENTAL DEATH BENEFIT Principal Sum:	\$10,000
ACCIDENTAL DISMEMBERMENT, LOSS OF SIGHT, Principal Sum:	SPEECH, HEARING, OR PARALYSIS \$20,000
EXTENDED DENTAL EXPENSE BENEFITS Benefit Period Maximum Benefit	2 years from the date of the Covered Accident \$50,000 per Covered Accident with a Maximum for dental prosthesis toward cost of a bridge, denture, or partial denture of U&C per Covered Accident
First Covered Expenses must be Incurred within Benefit Percentage	90 days from the date of the Covered Accident 100% of URC

This additional benefit will provide for all Usual, Reasonable & Customary Charges (URC) for examination, diagnosis, and X-ray; restorative treatment, endodontics, and oral surgery (not including periodontics); plus a maximum of U&C for dental prosthesis toward the cost of a bridge, denture or partial denture, providing such expense is caused by a covered accident.

PLAN 4 - MEDICAL EXPENSE BENEFIT

(Usual, Reasonable and Customary = URC)

Hospital Room & Board Daily Maximum Benefit Amount:	Average Semi-Private up to \$75/Day
Intensive Care Room & Board Daily Maximum Benefit:	100% of URC per day Not to exceed \$125/day for 7 days
Hospital Miscellaneous Maximum Benefit Amount:	100% URC Not to exceed \$1,000
Outpatient Pre-Admission Testing Benefit Amount:	URC
Outpatient Hospital Emergency Room Treatment Maximum Ber	nefit Amount: URC Not to exceed \$100
Surgical Benefits:	100% URC Expenses up to the Unit Value Listed in the 1974 California Relative Value Schedule, multiplied by \$100
Primary Surgeons Maximum Benefit Amount Assistant Surgeon, Second Surgical Opinion, Consultat Anesthesia Maximum Benefit Surgical Facility Maximum Benefit per Operating Sessio	Refer to Description of Benefits Section (5)(a) ion Maximum Benefit URC 20% of Surgery Benefit
Doctor's Visits In-Hospital Maximum Benefit: Office Visits Maximum Benefit:	URC per visit \$25.00 First Visit \$10.00 Thereafter
X-ray and Laboratory Maximum Benefit Amount:	100% URC per procedure To a maximum of \$150 X-rays; \$75 Labs
Nursing Maximum Benefit Amount:	100% URC per Injury
Physiotherapy Benefit Maximum Benefit Amount (Hospital Inpatient): Maximum Benefit Amount (Outpatient):	Included in Hosp. Misc. \$20/Visit Maximum of 5 visits
Ambulance Maximum Benefit Amount:	100% URC
Orthopedic Appliances (includes rental of crutches or wheelcha In-Hospital Out of Hospital	ir) Included in Hospital Misc. 100% URC Not to exceed \$50
Medical Equipment Rental Charges Maximum Benefit Amount:	URC Not to exceed \$100
Medical Services and Supplies Maximum Benefit Amount (Blood, Blood Transfusions, Oxygen):	URC
Dental Treatment For Injury Only Maximum Benefit Amount:	100% URC Not to exceed \$100/Tooth

OUT-PATIENT PRESCRIPTION DRUG BENEFIT

Maximum Benefit Amount:		100% URC Not to exceed \$25
Eyeglasses, Contact Lenses, Hearing Aids-Replacement, when damaged in conjunction with a covered injury requiring medical treatment		100% URC Not to exceed \$125
ACCIDENTAL DEATH BENEFIT Principal Sum:		\$10,000
ACCIDENTAL DISMEMBERMENT, LOSS OF S	IGHT, SPEECH, HEARING,	
Principal Sum:		\$20,000
EXTENDED DENTAL EXPENSE BENEFITS		
Benefit Period	2 years from the dat	e of the Covered Accident
Maximum Benefit	dental prosthesis to	d Accident with a Maximum for ward cost of a bridge, denture, or &C per Covered Accident
First Covered Expenses must be		
Incurred within Benefit Percentage	90 days from the da 100% of URC	te of the Covered Accident

This additional benefit will provide for all Usual, Reasonable & Customary Charges (URC) for examination, diagnosis, and X-ray; restorative treatment, endodontics, and oral surgery (not including periodontics); plus a maximum of U&C for dental prosthesis toward the cost of a bridge, denture or partial denture, providing such expense is caused by a covered accident.

or

DEFINITIONS

The terms shown below shall have the meaning given in this section whenever they appear in this Policy. Additional terms may be defined within the provision to which they apply.

"Accident" means a sudden, unforeseeable external event which:

- (1) Causes Injury to one or more Covered Persons; and
- (2) Occurs while coverage is in effect for the Covered Person.

"Aircraft" means a vehicle which:

- (1) Has a valid certificate of airworthiness; and
- (2) Is being flown by a pilot with a valid license appropriate to the aircraft.

"Benefit Period" means the period of time from the date of Injury, as shown in the Schedule of Benefits.

"Covered Person" means a person eligible for coverage as identified in the Application for whom proper premium payment has been made, and who is therefore insured under this Policy.

"Deductible" means the amount of Eligible Expenses which must be paid by the Covered Person before benefits are payable under this Policy. It applies separately to each Covered Person.

"Doctor" means a licensed practitioner of the healing arts acting within the scope of his license. Doctor does not include:

- (1) The Covered Person;
- (2) The Covered Person's spouse, child, parent, brother, or sister; or
- (3) A person living with a Covered Person.

"Eligible Expenses" means the Usual, Reasonable and Customary charges for services or supplies which are incurred by the Covered Person for the Medically Necessary treatment of an Injury. Eligible Expenses must be incurred while this Policy is in force.

"He", "his" and "him" includes "she", "her" and "hers."

"Health Care Plan" means any contract, policy or other arrangement for benefits or services for medical or dental care or treatment under:

- (1) Group or blanket insurance, whether on an insured or self-funded basis;
- (2) Hospital or medical service organizations on a group basis;
- (3) Health Maintenance Organizations on a group basis.
- (4) Group labor management plans;
- (5) Employee benefit organization plan;
- (6) Professional association plans on a group basis; or
- (7) Any other group employee welfare benefit plan as defined in the Employee Retirement Income Security Act of 1974 as amended.

"Hospital" means an institution which:

- (1) Is operated pursuant to law;
- (2) Is primarily and continuously engaged in providing medical care and treatment to sick and injured persons on an inpatient basis;
- (3) Is under the supervision of a staff of doctors;
- (4) Provides 24-hour nursing service by or under the supervision of a graduate registered nurse, (R.N.);
- (5) Has medical, diagnostic and treatment facilities, with major surgical facilities;
 - (a) On its premises; or
 - (b) Available to it on a prearranged basis; and
- (6) Charges for its services.

"Hospital" does not include:

- (1) A clinic or facility for:
 - (a) Convalescent, custodial, educational or nursing care;
 - (b) The aged, drug addicts or alcoholics; or
 - (c) Rehabilitation; or
- (2) A military or veterans hospital or a hospital contracted for or operated by a national government or its agency unless:
 - (a) The services are rendered on an emergency basis; and
 - (b) A legal liability exists for the charges made to the individual for the services given in the absence of insurance.

"Hospital Stay" means a Medically Necessary overnight confinement in a Hospital when room and board and general nursing care are provided for which a per diem charge is made by the Hospital.

"Injury" means bodily harm which results, directly and independently of disease or bodily infirmity, from an Accident. All injuries to the same Covered Person sustained in one accident, including all related conditions and recurring symptoms of the Injuries will be considered one Injury.

"Leased Aircraft" means an aircraft for which the Policyholder or any of its subsidiaries or affiliates has a written lease under whose terms, the aircraft:

- (1) Can be used at the Policyholder's or any of its subsidiaries' or affiliates' discretion;
- (2) Can be used by the Policyholder or any of its subsidiaries or affiliates for 2 or more trips or for more than 10 consecutive days; and
- (3) Cannot be altered or sold by the Policyholder or any of its subsidiaries or affiliates, without the consent of the leaser or owner.

"Leased Aircraft" does not include any Owned Aircraft.

"Medically Necessary" or "Medical Necessity" means the service or supply is:

- (1) Prescribed by a Doctor for the treatment of the Injury; and
- (2) Appropriate, according to conventional medical practice for the Injury in the locality in which the service or supply is given.

"Nurse" means either a professional, licensed, graduate registered nurse (R.N.) or a professional, licensed practical nurse (L.P.N.).

"Operated or Controlled Aircraft" means an aircraft which:

- (1) Has been leased, rented or borrowed by the Policyholder for at least 10 consecutive days, or more than 15 days in any one year;
- (2) Can be used at the Policyholder's discretion; and
- (3) Cannot be altered or sold by the Policyholder without the consent of the owner or leaser.

"Operated or Controlled Aircraft" does not include any Owned Aircraft.

"Owned Aircraft" means aircraft to which the Policyholder or any of its subsidiaries or affiliates holds legal or equitable title.

"School" means the participating School or School District where the Covered Person is enrolled or employed. The School must be a duly accredited (state certified or accredited) primary, elementary, secondary, or collegiate School.

"Sickness" means illness or disease. All related conditions and recurring symptoms of sickness to the same person will be considered one sickness. *Benefits are not payable for Sickness under this Plan.*

"Student Infirmary" means an on campus facility which:

- (1) Provides medical care and treatment to sick and injured students and faculty;
- (2) Is under the supervision of a Doctor;
- (3) Provides nursing services; and
- (4) Charges for its services.

"Student Infirmary" does not include:

(1) Medical, diagnostic or treatment facilities with major surgical facilities:

- (a) On its premises; or
- (b) Available to it on a prearranged basis; or

(2)In-patient care.

(No benefits are payable for services, supplies, or treatment in a Student Infirmary. This definition is applicable only to its reference in the provision titled Additional Exclusions.)

"Supervised or Sponsored Activity" means a Policyholder or School authorized function:

(1) In which the Covered Person participates;

(2) Which is organized by or under its auspices;

which is within the scope of customary activities for such entity and is shown on the Schedule of Benefits.

"Usual, Reasonable and Customary means:

- (1) With respect to fees or charges, fees for medical services or supplies which are;
 - (a) Usually charged by the provider for the service or supply given; and
 - (b) The average charged for the service or supply in the locality in which the service or supply is received; or
- (2) With respect to treatment or medical services, treatment which is reasonable in relationship to the service or supply given and the severity of the condition.

SCOPE OF COVERAGE

Only the Scope of Coverage listed on the Schedule of Benefits Apply

We will provide the benefits described in this Policy to all Covered Persons who suffer a covered loss which:

- (1) Is within the scope of the **DESCRIPTION OF BENEFITS PROVISIONS** and results, directly and independently of disease or bodily infirmity, from an Injury which is suffered in an Accident;
- (2) Occurs while the person is a Covered Person under this Policy: and
- (3) Is within the scope of the risks set forth in the **DESCRIPTION OF HAZARDS** provisions.

Primary Medical Expense:

If an Injury to the Covered Person results in his incurring Eligible Expenses for any of the services on the SCHEDULE OF BENEFITS, we will pay the applicable benefit, subject to the Deductible Amount and Coinsurance Percentage (if any).

The Covered Person must be under the care of a Doctor when the Eligible Expenses are incurred. The Expense must be incurred solely for treatment of a covered Injury:

- (1) While the person is insured under this Policy; or
- (2) During the Benefit Period stated on the SCHEDULE OF BENEFITS.

The first Eligible Expense must be incurred within the time frame stated on the SCHEDULE OF BENEFITS. The total of all medical benefits payable under this Policy is shown on the SCHEDULE OF BENEFITS and is subject to the specific maximums shown on the SCHEDULE OF BENEFITS.

Primary Excess Medical Expense:

If an Injury to the Covered Person results in his incurring Eligible Expenses for any of the services on the SCHEDULE OF BENEFITS, we will pay the first one hundred dollars (\$100) of the Eligible Expenses incurred, subject to the Deductible Amount and Coinsurance Percentage (if any).

Additional Expenses will be paid only when they are in excess of amounts payable by any other Health Care Plan. The Covered Person must be under the care of a Doctor when the Eligible Expenses are incurred. The Eligible Expense must be incurred solely for the treatment of a covered Injury:

- (1) While the person is insured under this Policy; or
- (2) During the Benefit Period stated on the SCHEDULE OF BENEFITS.

The first Eligible Expense must be incurred within the time frame stated on the SCHEDULE OF BENEFITS. The total of all medical benefits payable under this Policy is shown on the SCHEDULE OF BENEFITS and is subject to the specific maximums shown on the SCHEDULE OF BENEFITS.

Full Excess Medical Expense:

If an Injury to the Covered Person results in his incurring Eligible Expenses for any of the services in the SCHEDULE OF BENEFITS, we will pay the Eligible Expenses incurred, subject to the Deductible Amount and Coinsurance Percentage (if any), that are in excess of Expenses payable by any other Health Care Plan, regardless of any Coordination of Benefits provision contained in such Health Care Plan.

The Covered Person must be under the care of a Doctor when the Eligible Expenses are incurred. The Expense must be incurred solely for the treatment of a covered Injury:

- (1) While the person is insured under this Policy; or
- (2) During the Benefit Period stated on the SCHEDULE OF BENEFITS.

The first Expense must be incurred within the time frame shown on the SCHEDULE OF BENEFITS.

The total of all medical benefits payable under this Policy is shown on the SCHEDULE OF BENEFITS: and

- (1) Subject to the specific maximums shown on the SCHEDULE OF BENEFITS; and
- (2) Subject to compliance with the requirement, set forth in the Limitations section of this Policy.

PROVISIONS CONCERNING COVERED PERSONS

Eligibility:

Persons eligible to be insured under this Policy are those persons described as an ELIGIBLE CLASS on the Application who have completed any applicable Service Waiting Period. This includes anyone who may become eligible while this Policy is in force.

Effective Dates:

A Covered Person will become an insured under this Policy, provided proper premium payment is made, on the latest of:

- (1) The Effective Date of this Policy; or
- (2) The day he becomes eligible according to the referenced date shown in the Application.

Termination:

Insurance for a Covered Person will end on the earliest of:

- (1) The date he is no longer in an Eligible Class.
- (2) The date he reports for active duty in any Armed Forces, according to the referenced date shown in the Application. We will refund, upon receipt of proof of service, any premium paid, calculated from the date active duty begins until the earlier of:
 - (a) The date the premium is fully earned; or
 - (b) The Expiration Date of this Policy.

This does not include Reserve or National Guard duty for training;

- (3) The end of the period for which the last premium contribution is made; or
- (4) The date this Policy is terminated.

SCHOOL COVERAGE - ALL ACTIVITIES OTHER THAN SPORTS

Subject to all other provisions of this Policy, insurance is provided for a Covered Person while he is:

- (1) Attending or participating in a Supervised or Sponsored Activity; or
- (2) Attending School.

The Covered Person must be:

- (1) On School premises:
 - (a) During School hours on school days;
 - (b) During lunch and recess periods; and
 - (c) During periods when School is not in session if he is attending or participating in a Supervised or Sponsored Activity:
- (2) Not on School premises and attending or participating in:
 - (a) Supervised or Sponsored Activity; or
 - (b) A School sponsored field trip of less than 7 days duration;
- (3) Traveling directly, without interruption:
 - (a) Between his home and School on days when he is scheduled to attend; and
 - (b) Between the site of the Supervised or Sponsored Activity and his home or School if the Supervised or Sponsored Activity:
 - (i) Takes place while School is or is not in session; and
 - (ii) Is located within or outside the town where the School is located; and
 - (c) In a vehicle which is:
 - (i) Designated or furnished by the School;
 - (ii) Operated by a properly licensed adult driver; and
 - (iii) Under the direct supervision of the School; or
 - (d) In a vehicle other than that described in 3(b) when:
 - (i) Operated by a properly licensed driver; and
 - (ii) Travel time does not exceed an hour each way.

Travel time includes the time:

- (i) To or from home, School and the Supervised or Sponsored Activity;
- (ii) Before required attendance time;
- (iii) After the Covered Person is dismissed; and
- (iv) After the Covered Person completes extra duties assigned by the School.

When travel is by other than School bus, covered travel time shall not exceed one hour each way. This includes traveling to or from the Covered Person's home, School, or a Supervised or Sponsored Activity. The covered travel time includes the period before his required attendance time and the period after his dismissal or when he completes any extra duties.

DESCRIPTION OF HAZARDS

SCHOOL COVERAGE - EXTENSION TO 24 HOUR COVERAGE

We will pay the benefits described in this Policy for any Accident which happens to a Covered Person:

- (1) While he is covered by this Policy; and
- (2) Including travel or flight in any Aircraft only as a fare-paying passenger.

This coverage is subject to all of the exclusions listed in this Policy. Benefits which become payable due to this coverage will be reduced by benefits paid due to other hazard coverage's.

DESCRIPTION OF BENEFITS

BENEFITS FOR ACCIDENTAL DEATH, DISMEMBERMENT, LOSS OF SIGHT, SPEECH AND HEARING; OR PARALYSIS

If, within 1-year from the date of an Accident covered by this Policy, Injury from such Accident, results in Loss listed below, we will pay the percentage of the Principal Sum set opposite the loss in the table below. If the Covered Person sustains more than one such Loss as the result of one Accident, we will pay only one amount, the largest to which he is entitled. This amount will not exceed the Principal Sum which applies for the Covered Person.

Loss	Percentage of Principal Sum
Loss of Life	100%
Loss of Both Hands	100%
Loss of Both Feet	100%
Loss of Entire Sight of Both Eyes	100%
Loss of One Hand and One Foot	100%
Loss of One Hand and Entire Sight of One Eye	100%
Loss of One Foot and Entire Sight of One Eye	100%
Loss of Speech and Hearing (both ears)	0%
Quadriplegia (total Paralysis of both upper and lower limbs)	0%
Paraplegia (total Paralysis of both lower limbs	0%
Loss of One Hand	50%
Loss of One Foot	50%
Loss of Entire Sight of One Eye	50%
Loss of Speech	0%
Loss of Hearing (both ears)	0%
Hemiplegia (total Paralysis of upper and lower limbs on one side of body	r) 0%
Loss of Thumb and Index Finger of the Same Hand	25%

Loss of a hand or foot means complete Severance through or above the wrist or ankle joint.

Loss of sight means the total, permanent loss of sight of the eye. The loss of sight must be irrecoverable by natural, surgical or artificial means.

Loss of speech means total, permanent and irrecoverable loss of audible communication.

Loss of hearing means total and permanent loss of hearing in both ears which cannot be corrected by any means.

Loss of a thumb and index finger means complete Severance through or above the metacarpophalangeal joints (the joints between the fingers and the hand).

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

"**Paralysis**" means loss of use, without Severance, of a limb. This loss must be determined by a Doctor to be complete and not reversible.

BENEFIT - MEDICAL EXPENSE

We will pay, Eligible Expenses for a Covered Person's Injury, subject to the Deductible Amount and Coinsurance Percentage, if any, shown in the Schedule of Benefits. Eligible Expenses are those incurred for:

- Hospital Room and Board charges for the most common semi-private daily room rate for each day of the Hospital Stay, up to the Maximum Daily Benefit Amount shown in the Schedule of Benefits for Hospital Room and Board.
- (2) **Intensive Care Room and Board** charges for each day of Intensive Care Unit confinement, up to the Daily Maximum Benefit Amount shown in the Schedule of Benefits for the Intensive Care Room and Board benefit. This payment is in lieu of payment for the Hospital Room and Board charges for those days.
- (3) **Hospital Miscellaneous** charges during a Hospital Stay, up to the Maximum Daily Benefit Amount shown in the Schedule of Benefits for the Hospital Miscellaneous benefit. Miscellaneous charges do not include charges for telephone, radio or television, extra beds or cots, meals for guests, take home items, or other convenience items.
- (4) Outpatient Hospital Expenses charges by a Hospital for:
 - (a) Pre-admission testing (confinement must occur within 7 days of the testing); or
 - (b) Emergency room treatment, up to the Maximum Benefit Amount per emergency shown in the Schedule of Benefits for the Outpatient Emergency Room Treatment benefit.
- (5) Surgical Benefits charges for:
 - (a) A Doctor, for primary performance of a surgical procedure, up to the Maximum Benefit Amount shown in the Schedule of Benefits per procedure. Two or more surgical procedures through the same incision will be considered as one procedure. However, we will pay up to 1.57 times the surgical procedure charge when more than one surgical procedure through different operating fields are performed during the same surgical session.
 - (b) A Doctor, for: (i) assistant surgeon duties; (ii) a second surgical opinion; or (iii) consultation, up to the Maximum Benefit shown in the Schedule of Benefits for an Assistant Surgeon, Second Surgical Opinion, and Consultation.
 - (c) Anesthesia and its administration, up to the Maximum Benefit Amount shown in the Schedule of Benefits for the Anesthesia benefit.
 - (d) Use of surgical facilities, up to the Maximum Benefit Amount per operating session, as shown in the Schedule of Benefits for the Surgical Facility benefit.
- (6) Doctor's Visits charges by a Doctor for other than pre- or post-operative care:
 - (a) For in-Hospital visits, up to the Maximum Benefit Amount shown in the Schedule of Benefits for Doctor's Visit In-Hospital.
 - (b) For office visits, up to the Maximum Benefit Amount shown in the Schedule of Benefits for Doctor's Office Visits.

Total visits per Injury will not exceed the combined Maximum shown in the Schedule of Benefits for All In-Hospital and Office Doctor's Visits.

- (7) **X-Ray and Laboratory** charges for X-ray and laboratory tests, up to the Maximum Benefit Amount shown in the Schedule of Benefits for the X-ray & Laboratory benefit.
- (8) Nursing Services Charges for nursing services (other than routine Hospital care) by or under the supervision of a licensed graduate registered nurse, up to the Maximum Benefit Amount shown on the Schedule of Benefits for the Nursing benefit.

- (9) Physiotherapy Charges for physiotherapy:
 - (a) While Hospital confined, up to the Maximum Benefit Amount shown in the Schedule of Benefits for the Hospital Inpatient Physiotherapy benefit;
 - (b) As an outpatient, up to the Maximum Benefit Amount shown on the Schedule of Benefits for the Outpatient Physiotherapy benefit.

Physiotherapy includes:

- (a) Heat treatment;
- (b) Diathermy;
- (c) Microtherm;
- (d) Ultrasonic;
- (e) Adjustment;
- (f) Manipulation;
- (g) Massage therapy and
- (h) Acupuncture.

Total treatment per Injury will not exceed the Maximum Benefit Amounts for Physiotherapy shown in the Schedule of Benefits.

- (10) **Ambulance** from the place where the Injury occurred to the Hospital, up to the Maximum Benefit Amount shown in the Schedule of Benefits for the Ambulance benefit.
- (11) Medical Equipment Rental charges for medical equipment for:
 - (a) A wheelchair;
 - (b) An iron lung; or
 - (c) Other medical equipment for which prior approval by us has been given;

up to the Maximum Benefit Amount shown in the Schedule of Benefits for the Medical Equipment Rental benefit.

- (12) Medical Services and Supplies Charges for medical services and supplies for:
 - (a) Oxygen and its administration;
 - (b) Blood and blood transfusions;

up to the Maximum Benefit Amount shown in the Schedule of Benefits for the Medical Service & Supply benefit.

(13) Dental Treatment - Charges for dental treatment for Injury to a tooth which was sound and natural at the time of Injury, up to the Maximum Benefit Amount shown in the Schedule of Benefits for the Dental Treatment benefit.

The amounts payable under this Medical Expense benefit could be greatly reduced if the Covered Person does not comply with the requirements in the Limitations section of this Policy.

BENEFIT - OUT-PATIENT PRESCRIPTION DRUG BENEFIT

We will pay the Eligible Expenses, subject to the Deductible Amount and Coinsurance Percentage shown in the Schedule of Benefits, if any; for a Prescription Drug or medication when prescribed by a Doctor on an outpatient basis.

Prescription Drug means a drug which:

- (1) Under Federal law may only be dispensed by written prescription; and
- (2) Is utilized for the specific purpose approved for general use by the Food and Drug Administration.

The Prescription Drug must be dispensed for the out-patient use by the Covered Person:

- (1) On or after the Covered Person's Effective Date; and
- (2) By a licensed pharmacy provider.

Benefits are payable up to the Maximum Benefit Amount shown on the Schedule of Benefits.

The amount payable under this benefit could be greatly reduced if the Covered Person does not comply with the requirements in the Limitations section of this Policy.

EXCLUSIONS

Benefits will not be paid for a Covered Person's loss which:

- (1) Is caused by or results from the Covered Person's own:
 - (a) Intentionally self-inflicted Injury, suicide or any attempt thereat. (In Missouri this applies only while sane.);(b) Voluntary self-administration of any drug or chemical substance not prescribed by, and taken according to
 - the directions of, a doctor (Accidental ingestion of a poisonous substance is not excluded.);
 - (c) Commission or attempt to commit a felony;
 - (d) Participation in a riot or insurrection;
 - (e) Driving under the influence of a controlled substance unless administered on the advice of a doctor; or
 - (f) Driving while Intoxicated. "Intoxicated" will have the meaning determined by the laws in the jurisdiction of the geographical area where the loss occurs;
- (2) Is caused by or results from:
 - (a) Declared or undeclared war or act of war;
 - (b) An Accident which occurs while the Covered Person is on active duty service in any Armed Forces. (Reserve or National Guard active duty for training is not excluded unless it extends beyond 31 days.);
 - (c) Aviation, except as specifically provided in this Policy;
 - (d) Sickness, disease, bodily or mental infirmity or medical or surgical treatment thereof, bacterial or viral infection, regardless of how contracted. This does not include bacterial infection that is the natural and foreseeable result of an accidental external bodily injury or accidental food poisoning.
 - (e) Nuclear reaction or the release of nuclear energy. However, this exclusion will not apply if the loss is sustained within 180 days of the initial incident and:
 - (i) The loss was caused by fire, heat, explosion or other physical trauma which was a result of the release of nuclear energy; and
 - (ii) The Covered Person was within a 25-mile radius of the site of the release either:
 - 1) At the time of the release; or
 - 2) Within 24 hours of the start of the release.

ADDITIONAL EXCLUSIONS

Benefits will not be paid for:

- 1. Normal health checkups;
- 2. Dental care or treatment other than care of sound, natural teeth and gums required on account of Injury resulting from an Accident while the Covered Person is covered under this Policy, and rendered within the policy benefit period;
- 3. Services or treatment rendered by a doctor, nurse or any other person who is:
 - (a) Employed or retained by the Policyholder; or
 - (b) Who is the Covered Person or a member of his immediate family;
- 4. Charges which:
 - (a) The Covered Person would not have to pay if he did not have insurance; or
 - (b) Are in excess of Usual, Reasonable and Customary charges.
- 5. An Injury that is caused by flight in:
 - (a) An aircraft, except as a fare-paying passenger;
 - (b) A space craft or any craft designed for navigation above or beyond the earth's atmosphere; or
 - (c) An ultra light, hang-gliding, parachuting or bungi-cord jumping;
- 6. Travel in or upon:
 - (a) A snowmobile;
 - (b) Any two or three wheeled motor vehicle;
 - (c) Any off-road motorized vehicle not requiring licensing as a motor vehicle;
- 7. Any Accident where the Covered Person is the operator of a motor vehicle and does not possess a current and valid motor vehicle operator's license;
- 8. That part of medical expense payable by any automobile insurance policy without regard to fault. (Does not apply in any state where prohibited);
- 9. Injury that is:
 - (a) The result of the Covered Person being Intoxicated. ("Intoxicated" will have the meaning determined by the laws in the jurisdiction of the geographical area where the loss occurs); or
 - (b) Caused by any narcotic, drug, poison, gas or fumes voluntarily taken, administered, absorbed or inhaled, unless prescribed by a doctor;
- 10. Any Sickness, except infection which occurs directly from an Accidental cut or wound or diagnostic tests or treatment, or ingestion of contaminated food,
- 11. Expenses to the extent that they are paid or payable under other valid and collectible group insurance or medical prepayment plan. (Does not apply to Primary or Primary Excess Medical Scope of Coverage.
- 12. Blood or Blood plasma, except for charges by a Hospital for the processing or administration of blood;
- 13. Elective treatment or surgery, health treatment, or examination where no Injury is involved;
- 14. Injury sustained while in the service of the armed forces of any country. When the Covered Person enters the armed forces of any country, we will refund the unearned pro rata premium upon request;
- 15. Eyeglasses, contact lenses, hearing aids, braces, appliances, or examinations or prescriptions therefore;
- 16. Treatment in any Veterans Administration or Federal Hospital, except if there is a legal obligation to pay;
- 17. Treatment of temporomandibular joint (TMJ) disorders involving the installation of crowns, pontics, bridges or abutments, or the installation, maintenance or removal of orthodontic or occlusal appliances or equilibration therapy;
- 18. Cosmetic surgery, except for reconstructive surgery on a diseased or injured part of the body;
- 19. Any loss which is covered by state or federal worker's compensation, employers liability, occupational disease law, or similar laws;
- 21. The repair or replacement of existing artificial limbs;
- 22. The repair or replacement of existing dentures, partial dentures, braces or fixed or removable bridges;
- 23. Expenses incurred for an Accident after the Benefit Period shown in the Schedule of Benefits;
- 24. Hernia of any kind; or any bacterial infection that was not caused by an Accidental cut or wound;

LIMITATIONS

Any benefits payable under this Policy will be limited to the following:

- (1) The medical benefits otherwise payable under this Policy will be reduced by 50% if:
 - (a) Excess insurance is provided under this Policy; and
 - (b) The Covered Person has coverage under another plan providing medical expense benefits; and
 - (c) The other plan is an HMO, PPO or similar arrangement ("PPO-Preferred Provider Organization" means an Organization offering health care services through designated health care providers who agree to perform these services at rates lower than nonpreferred providers.); and
 - (d) The Covered Person does not use the facilities or services of the HMO, PPO or similar arrangement for the provision of benefits.

The Covered Person's limitation does not apply to emergency treatment required within 24 hours after an Accident which occurred outside the geographic area serviced by the HMO, PPO or similar arrangement.

AGGREGATE LIMIT

The Aggregate Limit of Liability is shown in the Application on the Schedule of Benefits. We will NOT be liable for any amount over such limit for any one Accident.

If the total amount of benefits to be paid under this Policy is more than the Aggregate Limit of Liability, the benefit amount payable for a Covered Person's loss will be determined as a proportionate share of the Aggregate Limit of Liability.

PREMIUM PROVISIONS

GRACE PERIOD:

A grace period of 31-days is granted for each premium due after the first premium due date. 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 this Policy. Coverage will end if the premium is not paid by the end of the grace period.

PREMIUMS:

Premium due dates are the first of every month. Premium payment made in advance or for more than a one month period will not affect any provisions of this Policy with regard to change. Failure by the Policyholder to pay premiums when due or within the grace period shall be deemed notice to us to terminate coverage at the end of the period for which premium was paid.

CHANGES IN RATES:

We have the right to change the premium rates on any premium due date:

- (1) After the first 12 months insurance 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.

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

GENERAL PROVISIONS

ENTIRE CONTRACT; CHANGES:

This Policy, the application of the Policyholder (if any, a copy of which is attached), endorsements, riders and attached papers constitute the entire contract between the parties. If an application of a Covered Person is required, the application of any Insured, at our option, may also be made a part of this contract.

All statements made by the Policyholder or by a Covered Person are deemed representations and not warranties. No such statement will cause us to deny or reduce benefits or be used as a defense to a claim unless a copy of the instrument containing the statement is or has been furnished to such person; or, in the event of his death or incapacity, his beneficiary or representative. After 2-years from the Covered Person's effective date of coverage, no such statement, except in the case of fraud or with respect to eligibility for coverage, will cause such coverage to be contested.

No change in this Policy will be valid until approved by one of our executive officers. This approval must be endorsed on or attached to this Policy. No agent may change this Policy or waive any of its provisions.

WORKERS' COMPENSATION INSURANCE:

This Policy is not in lieu of and does not affect any requirement for coverage under any Workers' Compensation Insurance.

RECORDS MAINTAINED:

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

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

- (1) The two year period after the expiration of the Policyholder's coverage; or
- (2) The final adjustment and settlement of all claims under the Policyholder's coverage.

CERTIFICATES OF INSURANCE:

A certificate of insurance will be delivered to the Policyholder for delivery to a Covered Person. Each certificate will list the benefits, conditions and limits of the Certificate. It will state to whom the benefits will be paid.

POLICY TERMINATION:

We may terminate coverage on or after the anniversary of any premium due date. The Policyholder may terminate its coverage on any premium due date. Written notice must be given at least 31 days prior to such premium due date.

CONFORMITY WITH STATE STATUTES:

Any provision of this Policy in conflict, on the Effective Date of this Policy, with the laws of the state where it is delivered, is amended to conform to the minimum requirements of such laws.

CLAIM PROVISIONS

NOTICE OF CLAIM:

Written notice must be given to us within [30] days [Kentucky: 60 days] after a covered loss occurs or begins or as soon as reasonably possible. Notice can be given at our administrative office as shown on the cover page or to our agent. Notice should include the Policyholder's name and number and a Covered Person's name and address.

CLAIM FORMS:

When we receive the notice of claim, we will send forms for filing proof of loss. If claim forms are not sent within 15 days after notice is given, the proof requirements will be met by submitting, within the time required under PROOF OF LOSS, written proof of the nature and extent of the loss.

PROOF OF LOSS:

Written proof of loss must be furnished to us in the case of a claim for loss for which this Policy provides periodic payment contingent upon continuing loss within [90 days] after the end of the period for which we are liable. Written proof that the loss continues must be furnished to us at intervals required by us.

In case of claim for any other loss, proof must be furnished within [90 days] after the date of such loss.

If that is not reasonably possible, we will not deny or reduce any claim if proof is furnished as soon as reasonably possible. Proof must, in any case, be furnished not more than a year later, except for lack of legal capacity.

TIME OF PAYMENT OF CLAIMS:

Benefits due under this Policy for a loss, other than a loss for which this Policy provides installments, will be paid immediately upon receipt of due written proof of such loss.

Subject to written proof of loss, all accrued benefits for loss for which this Policy provides installments will be paid Monthly; any balance remaining unpaid upon the termination of liability will be paid immediately upon receipt of a written proof of loss, unless otherwise stated in the Description of Benefits.

PAYMENT OF CLAIMS:

Benefits for a Covered Person's loss of life will be paid to the beneficiary named in our records, if any, at the time of payment. The benefits can be paid in one sum or, at a Covered Person's written request, in accordance with one of our settlement plans. If a Covered Person has not requested any settlement plan, the beneficiary can do so in writing after a Covered Person's death. If there is no named beneficiary or surviving beneficiary, a Covered Person's loss of life benefits will be paid in one sum to the first surviving class of following in the order shown below:

- (1) The beneficiary named to receive a Covered Person's proceeds;
- (2) Spouse;
- (3) Child or children;
- (4) Mother or father;
- (5) Sisters or brothers; or
- (6) The estate of a Covered Person.

If we are to pay benefits to the estate or to a person who is incapable of giving a valid release, we may pay up to \$1,000 to a relative by blood or marriage whom we believe is equitably entitled. This good faith payment satisfies our legal duty to the extent of that payment.

Any other accrued benefits which are unpaid at a Covered Person's death may, at our option, be paid either to his beneficiary or to his estate. All other benefits, unless specifically stated otherwise, will be paid to a Covered Person.

PAYMENT OF CLAIMS: OTHER BENEFITS:

All other benefits will be paid to the Covered Person, if he is living, if not, we will pay his beneficiary or his estate.

CHANGE OF BENEFICIARY: (Applicable only if an Accidental Death or Dismemberment benefit is provided) The Insured can change the beneficiary at any time by giving us written notice. The beneficiary's consent is not required for this or any other change which a Covered Person may make unless the designation of beneficiary is irrevocable or otherwise required by law.

CONDITIONAL CLAIM PAYMENT:

If a Covered Person incurs expenses for Injuries received in a covered Accident, and in our opinion a third party may be liable, we will pay benefits if:

- (1) The Covered Person first agrees in writing to refund the lesser of:
 - (a) The amount we actually paid for such expenses; or
 - (b) The amount actually received from the third party for such expenses; and

(2) The third party's liability is determined and satisfied whether by settlement, judgment, arbitration or otherwise.

However, prior to our payment of benefits under this Policy, if the third party's liability is satisfied in an amount less than the benefits payable under this Policy, we will pay the difference.

PHYSICAL EXAMINATION AND AUTOPSY:

We will pay the cost and have the right to have the Covered Person examined as often as reasonably necessary while the claim is pending. We can have an autopsy made at our expense unless prohibited by law. (Autopsies are not permitted to be required in Massachusetts, Mississippi and South Carolina.)

RECOVERY OF BENEFITS:

We reserve the right to recover from a Covered Person any benefits we have paid to him for injuries:

- (1) Received in a covered Accident; and
- (2) Which are covered under:
 - (a) workers' compensation or similar statutory remedies available under law; or
 - b) Any employer's liability Insurance.

It will be assumed that the Covered Person is in receipt of such benefits unless he gives us proof such benefits have been denied to him.

SUBROGATION:

If we have paid benefits to a Covered Person for Injuries received in a covered Accident, and in our opinion a third party may be liable, we will be subrogated to the extent of such payment and to all of the rights of the Covered Person regarding the recovery of benefits paid or to any settlement or judgment which results from the exercise of these rights. The Covered Person agrees to sign papers and do whatever else is necessary to transfer his rights to us. We will exercise such rights on his behalf. He further agrees to furnish us with all relevant information and documents.

LEGAL ACTIONS:

No action at law or in equity shall be brought to recover benefits under this Policy less than 60 days after written proof of loss has been furnished as required by this Policy. No such action shall be brought more than 3 years (South Carolina: 6 years) after the time written proof of loss is required to be furnished.

When used throughout this document "Company", "Our", "We", or "Us" means:

X United States Fire Insurance Company

The North River Insurance Company

GRIEVANCE PROCEDURES

When you submit a claim and that claim is denied, we will provide a written statement containing the reasons for the Adverse Determination. You have the right to request a review of any Company decision or action pertaining to our contractual relationship and to appeal any adverse claim determination we've made by filing a Grievance. These procedures have been developed to ensure a full investigation of a Grievance through a formal process.

DEFINITIONS

A "Grievance" is a written complaint requesting a change to a previous claim decision, claims payment, the handling or reimbursement of health care services, or other matters pertaining to your coverage and our contractual relationship.

An **"Adverse Determination**" is a determination by the Company or its designated utilization review organization that (i) a service, treatment, drug, or device, is experimental, investigational, specifically limited or excluded by your coverage; or (ii) a facility admission, the availability of care, continued stay or other health care services proposed or furnished have been reviewed and, based upon the information provided, does not meet the contractual requirements for medical necessity, appropriateness, health care setting, level of care or effectiveness and therefore, the benefit coverage is denied, reduced or terminated in whole or in part.

INFORMAL GRIEVANCE PROCEDURE

You, your authorized representative, or a provider acting on your behalf may submit an oral complaint to us within 60-days after an event that causes a dispute. Telephoning allows you to discuss your complaint or concerns and gives us the opportunity to immediately resolve the problem.

If we don't have all the information necessary to review your complaint, we will request any additional information within 5 business days of receiving your complaint. After we receive all the necessary information, we will provide you, your authorized representative, or a provider acting on your behalf with our written decision within 30-days after receiving the complaint and all necessary information.

If the problem cannot be resolved in this manner, you still have the right to submit a written request for the complaint to be reviewed through the Formal Grievance Procedure, as outlined below.

FORMAL GRIEVANCE PROCEDURE

A formal Grievance may be submitted by you, your authorized representative, or in the event of an Adverse Determination, by a provider acting on your behalf.

If you file a formal Grievance, you will have the opportunity to submit written comments, documents, records and other information you feel are relevant to the Grievance, regardless of whether those materials were considered in the initial Adverse Determination.

First Level Review

Within 3 working business days after receiving the Grievance, we must acknowledge the Grievance and provide you, your authorized representative or a provider with the name, address, and telephone number of the coordinator handling the Grievance and information on how to submit written material. The person(s) who reviews the Grievance will not be the same person(s) who made the initial Adverse Determination. During the review, all information, documents, and other materials submitted relating to the claim will be considered, regardless of whether they were considered in making the previous claim decision. The Insured will not be allowed to attend, or have a representative attend, a First Level Review. The Insured may, however, submit written material for consideration by the reviewer(s).

Grievance

When the Grievance is based in whole or in part on a medical judgment, the review will be conducted by, or in consultation with, a medical doctor with appropriate training and expertise to evaluate the matter.

Following our review of your Grievance, we must issue a written decision to you and, if applicable, to your representative or provider, within 20-days after receiving the Grievance. The written decision must include:

- (1) The name(s), title(s) and professional qualifications of any person(s) participating in the First Level Review process.
- (2) A statement of the reviewer's understanding of the Grievance.
- (3) The specific reason(s) for the reviewer's decision in clear terms and the contractual basis or medical rationale used as the basis for the decision in sufficient detail for the Insured to respond further to our position.
- (4) A reference to the evidence or documentation used as the basis for the decision.
- (5) If the claim denial is based on medical necessity, experimental treatment or similar exclusion, instructions for requesting an explanation of the scientific or clinical rationale used to make the determination.
- (6) A statement advising you of your right to request a Second Level Review, if applicable, and a description of the procedure and timeframes for requesting a Second Level Review.

Second Level Review

The Second Level Review process is available if you are not satisfied with the outcome of the First level Review for an Adverse Determination. Within ten business days after receiving a request for a Second Level Review, we will advise you of the following:

- (1) the name, address, and telephone number of a person designated to coordinate the Grievance review for the Company;
- (2) a statement of your rights, including the right to:
 - attend the Second Level Review
 - present his/her case to the review panel;
 - submit supporting materials before and at the review meeting;
 - ask questions of any member of the review panel;
 - be assisted or represented by a person of his/her choice, including a provider, family member, employer representative, or attorney.
 - request and receive from us free of charge, copies of all relevant documents, records and other information that is not confidential or privileged that were considered in making the Adverse Determination.

We must convene a review panel and hold a review meeting within 45-days after receiving a request for a Second Level Review. We will notify you in writing of the meeting date at least 15-days prior to the date. The review meeting will be held during regular business hours at a location reasonable accessible to you. In cases where a face-to-face meeting is not practical for geographic reasons, we will offer you the opportunity to communicate with the review panel at our expense by conference call or other appropriate technology. Your right to a full review may not be conditioned on whether or not you appear at the meeting.

If you choose to be represented by an attorney, we may also be represented by an attorney. If we choose to have an attorney present to represent our interests, we will notify you at least 15 working days in advance of the review that an attorney will be present and that you may wish to obtain legal representation of your own.

The panel must be comprised of persons who:

- (1) were not previously involved in any matter giving rise to the Second Level Review;
- (2) are not employees of the Company or Utilization Review Organization; and
- (3) do not have a financial interest in the outcome of the review.

A person previously involved in the Grievance may appear before the panel to present information or answer questions.

All persons reviewing a Second Level Grievance involving a Utilization Review non-certification or a clinical issue will be providers who have appropriate expertise, including at least one clinical peer. If we use a clinical peer on an appeal of a Utilization Review non-certification or on a First Level Review, we may use one of our employees on the Second Level Review panel if the panel is comprised of 3 or more persons.

Grievance

We must issue a written decision to you and, if applicable, to your representative or provider, within 10 business days after completing the review meeting. The decision must include:

- (1) the name(s), title(s) and qualifying credentials of the members of the review panel;
- (2) a statement of the review panel's understanding of the nature of the Grievance and all pertinent facts;
- (3) the review panel's recommendation to the Company and the rationale behind the recommendation;
- (4) a description of, or reference to, the evidence or documentation considered by the review panel in making the recommendation;
- (5) in the review of a Utilization Review non-certification or other clinical matter, a written statement of the clinical rationale, including the clinical review criteria, that was used by the review panel to make the determination;
- (6) the rationale for the Company's decision if it differs from the review panel's recommendation;
- (7) a statement that the decision is the Company's final determination in the matter;
- (8) notice of the availability of the Commissioner's office for assistance, including the telephone number and address of the Commissioner's office.

EXPEDITED REVIEW

You are eligible for an expedited review when the timeframes for an Informal, formal First Level review or Second Level review would reasonably appear to seriously jeopardize your life or health, or your ability to regain maximum function. An expedited review is also available for all Grievances concerning an admission, availability of care, continued stay or health care service for a person who has received emergency services, but who has not been discharged from a facility.

A request for an expedited review may be submitted orally or in writing. An expedited review must be evaluated by an appropriate clinical peer in the same or similar specialty as would typically manage the case being reviewed. If we don't have the information necessary to decide an appeal, we will send you notification of precisely what is required within 24-hours of our receipt of your Grievance. All necessary information, including our decision, will be transmitted by telephone, facsimile, or the most expeditious method available. Provided we have enough information to make a decision, you, your authorized representative, or a provider acting on your behalf will be notified of the determination as expeditiously as the medical condition requires, but in no event more than 72-hours after the review has commenced. Written confirmation of our decision will be provided within 2 working business days of the decision and will contain the same items described in the written decision requirements for First Level reviews.

If the expedited review does not resolve the situation, you, your representative or a provider acting on your behalf may submit a written Grievance.

We will not provide an expedited review for retrospective reviews of Adverse Determinations.

Grievance

When used throughout this document "The Company", "Our", "We", or "Us" means:

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United States Fire Insurance Company The North River Insurance Company

Crum & Forster Indemnity Company

PRIVACY POLICY AND PRACTICES

The Company values your business and your trust. In order to administer insurance policies and provide you with effective customer service, we must collect certain information about our customers. We want you to know that we are committed to protecting your private information and we will comply with all federal and state privacy laws. Below is a Privacy Notice describing our policy regarding the collection and disclosure of personal information. Please review this Notice and keep a copy of it with your records.

Your Privacy is Our Concern

When you apply to The Company for insurance or make a claim against a policy written by The Company, you disclose information about yourself to us. There are legal requirements governing the collection, use, and disclosure of such information. The Company maintains physical, electronic, and procedural safeguards that comply with state and federal regulations to guard your personal information. We also limit employee access to personally identifiable information to those with a business reason for knowing such information. The Company instructs our employees as to the importance of the confidentiality of personal information, and takes measures to enforce employee privacy responsibilities.

What kind of information do we collect about you and from whom?

We obtain most of our information from you. The application or claim form you complete, as well as any additional information you provide, generally gives us most of the information we need to know. Sometimes we may contact you by phone or mail to obtain additional information. We may use information about you from other transactions with us, our affiliates, or others. Depending on the nature of your insurance transaction, we may need additional information about you or other individuals proposed for coverage. We may obtain the additional information we need from third parties, such as other insurance companies or agents, government agencies, medical personnel, the state motor vehicle department, information clearinghouses, credit reporting agencies, courts, or public records. A report from a consumer reporting agency may contain information as to creditworthiness, credit standing, credit capacity, character, general reputation, hobbies, occupation, personal characteristics, or mode of living.

What do we do with the information collected about you?

If coverage is declined or the charge for coverage is increased because of information contained in a consumer report we obtained, we will inform you, as required by state law or the federal Fair Credit Reporting Act. We will also give you the name and address of the consumer reporting agency making the report. We may retain information about our former customers and may disclose that information to affiliates and non-affiliates only as described in this notice.

To whom do we disclose information about you?

We may disclose all the information that we collect about you, as described above. We may disclose such information about you to our affiliated companies, such as:

- Insurance companies;
- Insurance agencies;
- Third party administrators;
- Medical bill review companies; and
- Reinsurance companies.

We may also disclose nonpublic personal information about you to affiliated and nonaffiliated third parties as permitted by law. You have a right to access and correct the personal information we collect, maintain, and disclose about you.

How to contact Us

You may obtain a more detailed description of the information practices prescribed by law by contacting us at the address below. Remember to include your name, address, policy number, and daytime phone number.

Privacy Policy Coordinator Fairmont Speciality 5 Christopher Way, 3rd Floor Eatontown, New Jersey 07724

GROUP BENEFITS FOR ACCIDENTS ONLY

CERTIFICATE OF COVERAGE

This Certificate contains the terms under which the United States Fire Insurance Company agrees to insure certain persons and pay benefits.

This Certificate is a part of, and is governed by, a Group Policy that has been issued in the States of Connecticut and shall be governed by its laws.

Coverage under this Certificate is provided in consideration of payment of the initial premium, continued payment of premiums when due, and completion of an Application. This Certificate is a part of, and is governed by, a Group Policy. The Group Policy has been issued to, and is the contract between, the Group Policyholder and TIG Premier Insurance Company. The Group Policy is held by the Group Policyholder and may be inspected upon request at any reasonable time. The name of the Group Policyholder is shown in the Schedule.

This Certificate has been issued to you, the Certificateholder, as a Participant under the Group Policy, in accordance with the terms, conditions, and limitations of the Group Policy.

10 DAY RIGHT TO RETURN THIS CERTIFICATE

If for any reason, you are not satisfied with this Certificate, you may return it to us within 10-days after receiving it. Upon its return, we will refund any premium paid and this Certificate will be deemed void, just as though it had never been issued.

THIS IS ACCIDENT ONLY COVERAGE.

READ IT CAREFULLY.

BENEFITS ARE NOT PAYABLE FOR LOSS DUE TO SICKNESS.

THIS CERTIFICATE PAYS BENEFITS FOR SPECIFIC LOSSES FROM ACCIDENTS ONLY.

THIS CERTIFICATE IS NOT RENEWABLE.

Signed for United States Fire Insurance Company By:

Exepto franster &

Joseph F. Braunstein, Jr. President

and

Carol Ann Soos Secretary

TABLE OF CONTENTS

The following provisions appear within this Policy in the following order:

Schedule of Benefits Definitions Scope of Coverage Description of Hazards Description of Benefits Exclusions Additional Exclusions Limitations Aggregate Limit Premium Provisions General Provisions

SCHEDULE OF BENEFITS

COVERAGE IS PROVIDED UNDER GROUP POLICY NUMBER: AH-GA26932-002 ISSUED TO GROUP POLICYHOLDER: The Group and Blanket Accident & Health Insurance Trust		
CERTIFICATEHOLDER:	Ledyard Public Schools 4 Blonder Blvd Ledyard, CT 06339	
CERTIFICATE NUMBER: CERTIFICATE EFFECTIVE DATE: CERTIFICATE EXPIRATION DATE:	UAG2227A 08/01/2007 08/01/2008	
BENEFIT PERIOD:	52 weeks from the date of an Injury, provided the Injury occurs prior to the Expiration Date, the first medical expense is incurred with 180 days and care is Medically Necessary.	
DEDUCTIBLE AMOUNT:	\$0 Corridor	
	Corridor Deductible: The Covered Person may not use Covered Expenses paid under another Health Care Plan to satisfy the Deductible under this policy.	
	Disappearing Deductible: The Covered Person may use Covered Expenses paid under another Health Care Plan to satisfy the Deductible under this policy.	
COINSURANCE PERCENTAGE:	100%	
SCOPE OF COVERAGE:	Primary	
DESCRIPTION OF HAZARDS:	School Coverage – All Activities Other Than Sports School Coverage – Extension to 24 Hour Coverage	
PLAN:		
MEDICAL MAXIMUM BENEFIT AMOU	NT: \$1,000,000	
AGGREGATE LIMIT OF LIABILITY:	\$500,000 per accident, AD&D only	

PLAN 3 - MEDICAL EXPENSE BENEFIT	(Usual, Reasonable and Customary = URC)
Hospital Room & Board Daily Maximum Benefit Amount:	Average Semi-Private up to \$250/Day
Intensive Care Room & Board Daily Maximum Benefit:	100% of URC per day Not to exceed \$350/day for 7 days
Hospital Miscellaneous Maximum Benefit Amount:	100% URC Not to exceed \$2,500
Outpatient Pre-Admission Testing Benefit Amount:	URC
Outpatient Hospital Emergency Room Treatment Maximum Be	nefit Amount: URC Not to exceed \$200
Surgical Benefits:	100% URC Expenses up to the Unit Value Listed in the 1974 California Relative Value Schedule, multiplied by \$150
Primary Surgeons Maximum Benefit Amount Assistant Surgeon, Second Surgical Opinion, Consulta Anesthesia Maximum Benefit Surgical Facility Maximum Benefit per Operating Sessi	Refer to Description of Benefits Section (5)(a) tion Maximum Benefit URC 30% of Surgery Benefit
Doctor's Visits In-Hospital Maximum Benefit: Office Visits Maximum Benefit:	URC per visit \$40.00 First Visit \$20.00 Thereafter
Consultants (when required by attending physician for confirmi determining a diagnosis but not for treatment) and Second Opi	
X-ray and Laboratory Maximum Benefit Amount:	100% URC per procedure To a maximum of \$300 X-rays; \$150 Labs
Nursing Maximum Benefit Amount:	100% URC per Injury
Physiotherapy Benefit Maximum Benefit Amount (Hospital Inpatient): Maximum Benefit Amount (Outpatient):	Included in Hosp. Misc. \$30/Visit Maximum of 5 visits
Ambulance Maximum Benefit Amount:	100% URC
Orthopedic Appliances (includes rental of crutches or wheelcha In-Hospital Out of Hospital	air) Included in Hospital Misc. 100% URC Not to exceed \$250
Medical Equipment Rental Charges Maximum Benefit Amount:	URC Not to exceed \$250
Medical Services and Supplies Maximum Benefit Amount (Blood, Blood Transfusions, Oxygen):	URC
Dental Treatment For Injury Only Maximum Benefit Amount:	100% URC Not to exceed \$250/Tooth

OUT-PATIENT PRESCRIPTION DRUG BENEFIT Maximum Benefit Amount:	100% URC Not to exceed \$100
Eyeglasses, Contact Lenses, Hearing Aids-Replacemer in conjunction with a covered injury requiring medical tre	
ACCIDENTAL DEATH BENEFIT Principal Sum:	\$10,000
ACCIDENTAL DISMEMBERMENT, LOSS OF SIGHT, Principal Sum:	SPEECH, HEARING, OR PARALYSIS \$20,000
EXTENDED DENTAL EXPENSE BENEFITS Benefit Period Maximum Benefit	2 years from the date of the Covered Accident \$50,000 per Covered Accident with a Maximum for dental prosthesis toward cost of a bridge, denture, or partial denture of U&C per Covered Accident
First Covered Expenses must be Incurred within Benefit Percentage	90 days from the date of the Covered Accident 100% of URC

This additional benefit will provide for all Usual, Reasonable & Customary Charges (URC) for examination, diagnosis, and X-ray; restorative treatment, endodontics, and oral surgery (not including periodontics); plus a maximum of U&C for dental prosthesis toward the cost of a bridge, denture or partial denture, providing such expense is caused by a covered accident.

PLAN 4 - MEDICAL EXPENSE BENEFIT

(Usual, Reasonable and Customary = URC)

Hospital Room & Board Daily Maximum Benefit Amount:	Average Semi-Private up to \$75/Day
Intensive Care Room & Board Daily Maximum Benefit:	100% of URC per day Not to exceed \$125/day for 7 days
Hospital Miscellaneous Maximum Benefit Amount:	100% URC Not to exceed \$1,000
Outpatient Pre-Admission Testing Benefit Amount:	URC
Outpatient Hospital Emergency Room Treatment Maximum Ber	nefit Amount: URC Not to exceed \$100
Surgical Benefits:	100% URC Expenses up to the Unit Value Listed in the 1974 California Relative Value Schedule, multiplied by \$100
Primary Surgeons Maximum Benefit Amount Assistant Surgeon, Second Surgical Opinion, Consultat Anesthesia Maximum Benefit Surgical Facility Maximum Benefit per Operating Sessio	Refer to Description of Benefits Section (5)(a) ion Maximum Benefit URC 20% of Surgery Benefit
Doctor's Visits In-Hospital Maximum Benefit: Office Visits Maximum Benefit:	URC per visit \$25.00 First Visit \$10.00 Thereafter
X-ray and Laboratory Maximum Benefit Amount:	100% URC per procedure To a maximum of \$150 X-rays; \$75 Labs
Nursing Maximum Benefit Amount:	100% URC per Injury
Physiotherapy Benefit Maximum Benefit Amount (Hospital Inpatient): Maximum Benefit Amount (Outpatient):	Included in Hosp. Misc. \$20/Visit Maximum of 5 visits
Ambulance Maximum Benefit Amount:	100% URC
Orthopedic Appliances (includes rental of crutches or wheelcha In-Hospital Out of Hospital	ir) Included in Hospital Misc. 100% URC Not to exceed \$50
Medical Equipment Rental Charges Maximum Benefit Amount:	URC Not to exceed \$100
Medical Services and Supplies Maximum Benefit Amount (Blood, Blood Transfusions, Oxygen):	URC
Dental Treatment For Injury Only Maximum Benefit Amount:	100% URC Not to exceed \$100/Tooth

OUT-PATIENT PRESCRIPTION DRUG BENEFIT

Maximum Benefit Amount:	100% URC Not to exceed \$25
Eyeglasses, Contact Lenses, Hearing Aids-Replaceme in conjunction with a covered injury requiring medical tr	
ACCIDENTAL DEATH BENEFIT Principal Sum:	\$10,000
ACCIDENTAL DISMEMBERMENT, LOSS OF SIGHT, Principal Sum:	SPEECH, HEARING, OR PARALYSIS \$20,000
EXTENDED DENTAL EXPENSE BENEFITS Benefit Period Maximum Benefit	2 years from the date of the Covered Accident \$50,000 per Covered Accident with a Maximum for
	dental prosthesis toward cost of a bridge, denture, or partial denture of U&C per Covered Accident
First Covered Expenses must be Incurred within Benefit Percentage	90 days from the date of the Covered Accident 100% of URC

This additional benefit will provide for all Usual, Reasonable & Customary Charges (URC) for examination, diagnosis, and X-ray; restorative treatment, endodontics, and oral surgery (not including periodontics); plus a maximum of U&C for dental prosthesis toward the cost of a bridge, denture or partial denture, providing such expense is caused by a covered accident.

DEFINITIONS

The terms shown below shall have the meaning given in this section whenever they appear in this Policy. Additional terms may be defined within the provision to which they apply.

"Accident" means a sudden, unforeseeable external event which:

- (1) Causes Injury to one or more Covered Persons; and
- (2) Occurs while coverage is in effect for the Covered Person.

"Aircraft" means a vehicle which:

- (1) Has a valid certificate of airworthiness; and
- (2) Is being flown by a pilot with a valid license appropriate to the aircraft.

"Benefit Period" means the period of time from the date of Injury, as shown in the Schedule of Benefits.

"Covered Person" means a person eligible for coverage as identified in the Application for whom proper premium payment has been made, and who is therefore insured under this Policy.

"Deductible" means the amount of Eligible Expenses which must be paid by the Covered Person before benefits are payable under this Policy. It applies separately to each Covered Person.

"Doctor" means a licensed practitioner of the healing arts acting within the scope of his license. Doctor does not include:

- (1) The Covered Person;
- (2) The Covered Person's spouse, child, parent, brother, or sister; or
- (3) A person living with a Covered Person.

"Eligible Expenses" means the Usual, Reasonable and Customary charges for services or supplies which are incurred by the Covered Person for the Medically Necessary treatment of an Injury. Eligible Expenses must be incurred while this Policy is in force.

"He", "his" and "him" includes "she", "her" and "hers."

"Health Care Plan" means any contract, policy or other arrangement for benefits or services for medical or dental care or treatment under:

- (1) Group or blanket insurance, whether on an insured or self-funded basis;
- (2) Hospital or medical service organizations on a group basis;
- (3) Health Maintenance Organizations on a group basis.
- (4) Group labor management plans;
- (5) Employee benefit organization plan;
- (6) Professional association plans on a group basis; or
- (7) Any other group employee welfare benefit plan as defined in the Employee Retirement Income Security Act of 1974 as amended.

"Hospital" means an institution which:

- (1) Is operated pursuant to law;
- (2) Is primarily and continuously engaged in providing medical care and treatment to sick and injured persons on an inpatient basis;
- (3) Is under the supervision of a staff of doctors;
- (4) Provides 24-hour nursing service by or under the supervision of a graduate registered nurse, (R.N.);
- (5) Has medical, diagnostic and treatment facilities, with major surgical facilities;
 - (a) On its premises; or
 - (b) Available to it on a prearranged basis; and
- (6) Charges for its services.

"Hospital" does not include:

- (1) A clinic or facility for:
 - (a) Convalescent, custodial, educational or nursing care;
 - (b) The aged, drug addicts or alcoholics; or
 - (c) Rehabilitation; or
- (2) A military or veterans hospital or a hospital contracted for or operated by a national government or its agency unless:
 - (a) The services are rendered on an emergency basis; and
 - (b) A legal liability exists for the charges made to the individual for the services given in the absence of insurance.

"Hospital Stay" means a Medically Necessary overnight confinement in a Hospital when room and board and general nursing care are provided for which a per diem charge is made by the Hospital.

"Injury" means bodily harm which results, directly and independently of disease or bodily infirmity, from an Accident. All injuries to the same Covered Person sustained in one accident, including all related conditions and recurring symptoms of the Injuries will be considered one Injury.

"Leased Aircraft" means an aircraft for which the Policyholder or any of its subsidiaries or affiliates has a written lease under whose terms, the aircraft:

- (1) Can be used at the Policyholder's or any of its subsidiaries' or affiliates' discretion;
- (2) Can be used by the Policyholder or any of its subsidiaries or affiliates for 2 or more trips or for more than 10 consecutive days; and
- (3) Cannot be altered or sold by the Policyholder or any of its subsidiaries or affiliates, without the consent of the leaser or owner.

"Leased Aircraft" does not include any Owned Aircraft.

"Medically Necessary" or "Medical Necessity" means the service or supply is:

- (1) Prescribed by a Doctor for the treatment of the Injury; and
- (2) Appropriate, according to conventional medical practice for the Injury in the locality in which the service or supply is given.

"Nurse" means either a professional, licensed, graduate registered nurse (R.N.) or a professional, licensed practical nurse (L.P.N.).

"Operated or Controlled Aircraft" means an aircraft which:

- (1) Has been leased, rented or borrowed by the Policyholder for at least 10 consecutive days, or more than 15 days in any one year;
- (2) Can be used at the Policyholder's discretion; and
- (3) Cannot be altered or sold by the Policyholder without the consent of the owner or leaser.

"Operated or Controlled Aircraft" does not include any Owned Aircraft.

"Owned Aircraft" means aircraft to which the Policyholder or any of its subsidiaries or affiliates holds legal or equitable title.

"School" means the participating School or School District where the Covered Person is enrolled or employed. The School must be a duly accredited (state certified or accredited) primary, elementary, secondary, or collegiate School.

"Sickness" means illness or disease. All related conditions and recurring symptoms of sickness to the same person will be considered one sickness. *Benefits are not payable for Sickness under this Plan.*

"Student Infirmary" means an on campus facility which:

- (1) Provides medical care and treatment to sick and injured students and faculty;
- (2) Is under the supervision of a Doctor;
- (3) Provides nursing services; and
- (4) Charges for its services.

"Student Infirmary" does not include:

(1) Medical, diagnostic or treatment facilities with major surgical facilities:

- (a) On its premises; or
- (b) Available to it on a prearranged basis; or

(2)In-patient care.

(No benefits are payable for services, supplies, or treatment in a Student Infirmary. This definition is applicable only to its reference in the provision titled Additional Exclusions.)

"Supervised or Sponsored Activity" means a Policyholder or School authorized function:

(1) In which the Covered Person participates;

(2) Which is organized by or under its auspices;

which is within the scope of customary activities for such entity and is shown on the Schedule of Benefits.

"Usual, Reasonable and Customary means:

- (1) With respect to fees or charges, fees for medical services or supplies which are;
 - (a) Usually charged by the provider for the service or supply given; and
 - (b) The average charged for the service or supply in the locality in which the service or supply is received; or
- (2) With respect to treatment or medical services, treatment which is reasonable in relationship to the service or supply given and the severity of the condition.

SCOPE OF COVERAGE

Only the Scope of Coverage listed on the Schedule of Benefits Apply

We will provide the benefits described in this Policy to all Covered Persons who suffer a covered loss which:

- Is within the scope of the DESCRIPTION OF BENEFITS PROVISIONS and results, directly and independently of disease or bodily infirmity, from an Injury which is suffered in an Accident;
- (2) Occurs while the person is a Covered Person under this Policy: and
- (3) Is within the scope of the risks set forth in the **DESCRIPTION OF HAZARDS** provisions.

Primary Medical Expense:

If an Injury to the Covered Person results in his incurring Eligible Expenses for any of the services on the SCHEDULE OF BENEFITS, we will pay the applicable benefit, subject to the Deductible Amount and Coinsurance Percentage (if any).

The Covered Person must be under the care of a Doctor when the Eligible Expenses are incurred. The Expense must be incurred solely for treatment of a covered Injury:

- (1) While the person is insured under this Policy; or
- (2) During the Benefit Period stated on the SCHEDULE OF BENEFITS.

The first Eligible Expense must be incurred within the time frame stated on the SCHEDULE OF BENEFITS. The total of all medical benefits payable under this Policy is shown on the SCHEDULE OF BENEFITS and is subject to the specific maximums shown on the SCHEDULE OF BENEFITS.

Primary Excess Medical Expense:

If an Injury to the Covered Person results in his incurring Eligible Expenses for any of the services on the SCHEDULE OF BENEFITS, we will pay the first one hundred dollars (\$100) of the Eligible Expenses incurred, subject to the Deductible Amount and Coinsurance Percentage (if any).

Additional Expenses will be paid only when they are in excess of amounts payable by any other Health Care Plan. The Covered Person must be under the care of a Doctor when the Eligible Expenses are incurred. The Eligible Expense must be incurred solely for the treatment of a covered Injury:

- (1) While the person is insured under this Policy; or
- (2) During the Benefit Period stated on the SCHEDULE OF BENEFITS.

The first Eligible Expense must be incurred within the time frame stated on the SCHEDULE OF BENEFITS. The total of all medical benefits payable under this Policy is shown on the SCHEDULE OF BENEFITS and is subject to the specific maximums shown on the SCHEDULE OF BENEFITS.

Full Excess Medical Expense:

If an Injury to the Covered Person results in his incurring Eligible Expenses for any of the services in the SCHEDULE OF BENEFITS, we will pay the Eligible Expenses incurred, subject to the Deductible Amount and Coinsurance Percentage (if any), that are in excess of Expenses payable by any other Health Care Plan, regardless of any Coordination of Benefits provision contained in such Health Care Plan.

The Covered Person must be under the care of a Doctor when the Eligible Expenses are incurred. The Expense must be incurred solely for the treatment of a covered Injury:

- (1) While the person is insured under this Policy; or
- (2) During the Benefit Period stated on the SCHEDULE OF BENEFITS.

The first Expense must be incurred within the time frame shown on the SCHEDULE OF BENEFITS.

The total of all medical benefits payable under this Policy is shown on the SCHEDULE OF BENEFITS: and

- (1) Subject to the specific maximums shown on the SCHEDULE OF BENEFITS; and
- (2) Subject to compliance with the requirement, set forth in the Limitations section of this Policy.

PROVISIONS CONCERNING COVERED PERSONS

Eligibility:

Persons eligible to be insured under this Policy are those persons described as an ELIGIBLE CLASS on the Application who have completed any applicable Service Waiting Period. This includes anyone who may become eligible while this Policy is in force.

Effective Dates:

A Covered Person will become an insured under this Policy, provided proper premium payment is made, on the latest of:

- (1) The Effective Date of this Policy; or
- (2) The day he becomes eligible according to the referenced date shown in the Application.

Termination:

Insurance for a Covered Person will end on the earliest of:

- (1) The date he is no longer in an Eligible Class.
- (2) The date he reports for active duty in any Armed Forces, according to the referenced date shown in the Application. We will refund, upon receipt of proof of service, any premium paid, calculated from the date active duty begins until the earlier of:
 - (a) The date the premium is fully earned; or
 - (b) The Expiration Date of this Policy.

This does not include Reserve or National Guard duty for training;

- (3) The end of the period for which the last premium contribution is made; or
- (4) The date this Policy is terminated.

DESCRIPTION OF HAZARDS

SCHOOL COVERAGE - ALL ACTIVITIES OTHER THAN SPORTS

Subject to all other provisions of this Policy, insurance is provided for a Covered Person while he is:

- (1) Attending or participating in a Supervised or Sponsored Activity; or
- (2) Attending School.

The Covered Person must be:

- (1) On School premises:
 - (a) During School hours on school days;
 - (b) During lunch and recess periods; and
 - (c) During periods when School is not in session if he is attending or participating in a Supervised or Sponsored Activity:
- (2) Not on School premises and attending or participating in:
 - (a) Supervised or Sponsored Activity; or
 - (b) A School sponsored field trip of less than 7 days duration;
- (3) Traveling directly, without interruption:
 - (a) Between his home and School on days when he is scheduled to attend; and
 - (b) Between the site of the Supervised or Sponsored Activity and his home or School if the Supervised or Sponsored Activity:
 - (i) Takes place while School is or is not in session; and
 - (ii) Is located within or outside the town where the School is located; and
 - (c) In a vehicle which is:
 - (i) Designated or furnished by the School;
 - (ii) Operated by a properly licensed adult driver; and
 - (iii) Under the direct supervision of the School; or
 - (d) In a vehicle other than that described in 3(b) when:
 - (i) Operated by a properly licensed driver; and
 - (ii) Travel time does not exceed an hour each way.

Travel time includes the time:

- (i) To or from home, School and the Supervised or Sponsored Activity;
- (ii) Before required attendance time;
- (iii) After the Covered Person is dismissed; and
- (iv) After the Covered Person completes extra duties assigned by the School.

When travel is by other than School bus, covered travel time shall not exceed one hour each way. This includes traveling to or from the Covered Person's home, School, or a Supervised or Sponsored Activity. The covered travel time includes the period before his required attendance time and the period after his dismissal or when he completes any extra duties.

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

DESCRIPTION OF HAZARDS

SCHOOL COVERAGE - EXTENSION TO 24 HOUR COVERAGE

We will pay the benefits described in this Policy for any Accident which happens to a Covered Person:

- (1) While he is covered by this Policy; and
- (2) Including travel or flight in any Aircraft only as a fare-paying passenger.

This coverage is subject to all of the exclusions listed in this Policy. Benefits which become payable due to this coverage will be reduced by benefits paid due to other hazard coverage's.

DESCRIPTION OF BENEFITS

ENEFITS FOR ACCIDENTAL DEATH, DISMEMBERMENT, LOSS OF SIGHT, SPEECH AND HEARING; OR PARALYSIS

If, within 1-year from the date of an Accident covered by this Policy, Injury from such Accident, results in Loss listed below, we will pay the percentage of the Principal Sum set opposite the loss in the table below. If the Covered Person sustains more than one such Loss as the result of one Accident, we will pay only one amount, the largest to which he is entitled. This amount will not exceed the Principal Sum which applies for the Covered Person.

Loss	Percentage of Principal Sum
Loss of Life	100%
Loss of Both Hands	100%
Loss of Both Feet	100%
Loss of Entire Sight of Both Eyes	100%
Loss of One Hand and One Foot	100%
Loss of One Hand and Entire Sight of One Eye	100%
Loss of One Foot and Entire Sight of One Eye	100%
Loss of Speech and Hearing (both ears)	0%
Quadriplegia (total Paralysis of both upper and lower limbs)	0%
Paraplegia (total Paralysis of both lower limbs	0%
Loss of One Hand	50%
Loss of One Foot	50%
Loss of Entire Sight of One Eye	50%
Loss of Speech	0%
Loss of Hearing (both ears)	0%
Hemiplegia (total Paralysis of upper and lower limbs on one side of body	<i>י</i>) 0%
Loss of Thumb and Index Finger of the Same Hand	25%

Loss of a hand or foot means complete Severance through or above the wrist or ankle joint.

Loss of sight means the total, permanent loss of sight of the eye. The loss of sight must be irrecoverable by natural, surgical or artificial means.

Loss of speech means total, permanent and irrecoverable loss of audible communication.

Loss of hearing means total and permanent loss of hearing in both ears which cannot be corrected by any means.

Loss of a thumb and index finger means complete Severance through or above the metacarpophalangeal joints (the joints between the fingers and the hand).

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

"**Paralysis**" means loss of use, without Severance, of a limb. This loss must be determined by a Doctor to be complete and not reversible.

BENEFIT - MEDICAL EXPENSE

We will pay, Eligible Expenses for a Covered Person's Injury, subject to the Deductible Amount and Coinsurance Percentage, if any, shown in the Schedule of Benefits. Eligible Expenses are those incurred for:

- Hospital Room and Board charges for the most common semi-private daily room rate for each day of the Hospital Stay, up to the Maximum Daily Benefit Amount shown in the Schedule of Benefits for Hospital Room and Board.
- (2) **Intensive Care Room and Board** charges for each day of Intensive Care Unit confinement, up to the Daily Maximum Benefit Amount shown in the Schedule of Benefits for the Intensive Care Room and Board benefit. This payment is in lieu of payment for the Hospital Room and Board charges for those days.
- (3) **Hospital Miscellaneous** charges during a Hospital Stay, up to the Maximum Daily Benefit Amount shown in the Schedule of Benefits for the Hospital Miscellaneous benefit. Miscellaneous charges do not include charges for telephone, radio or television, extra beds or cots, meals for guests, take home items, or other convenience items.
- (4) Outpatient Hospital Expenses charges by a Hospital for:
 - (a) Pre-admission testing (confinement must occur within 7 days of the testing); or
 - (b) Emergency room treatment, up to the Maximum Benefit Amount per emergency shown in the Schedule of Benefits for the Outpatient Emergency Room Treatment benefit.
- (5) Surgical Benefits charges for:
 - (a) A Doctor, for primary performance of a surgical procedure, up to the Maximum Benefit Amount shown in the Schedule of Benefits per procedure. Two or more surgical procedures through the same incision will be considered as one procedure. However, we will pay up to 1.57 times the surgical procedure charge when more than one surgical procedure through different operating fields are performed during the same surgical session.
 - (b) A Doctor, for: (i) assistant surgeon duties; (ii) a second surgical opinion; or (iii) consultation, up to the Maximum Benefit shown in the Schedule of Benefits for an Assistant Surgeon, Second Surgical Opinion, and Consultation.
 - (c) Anesthesia and its administration, up to the Maximum Benefit Amount shown in the Schedule of Benefits for the Anesthesia benefit.
 - (d) Use of surgical facilities, up to the Maximum Benefit Amount per operating session, as shown in the Schedule of Benefits for the Surgical Facility benefit.
- (6) Doctor's Visits charges by a Doctor for other than pre- or post-operative care:
 - (a) For in-Hospital visits, up to the Maximum Benefit Amount shown in the Schedule of Benefits for Doctor's Visit In-Hospital.
 - (b) For office visits, up to the Maximum Benefit Amount shown in the Schedule of Benefits for Doctor's Office Visits.

Total visits per Injury will not exceed the combined Maximum shown in the Schedule of Benefits for All In-Hospital and Office Doctor's Visits.

- (7) **X-Ray and Laboratory** charges for X-ray and laboratory tests, up to the Maximum Benefit Amount shown in the Schedule of Benefits for the X-ray & Laboratory benefit.
- (8) Nursing Services Charges for nursing services (other than routine Hospital care) by or under the supervision of a licensed graduate registered nurse, up to the Maximum Benefit Amount shown on the Schedule of Benefits for the Nursing benefit.

- (9) Physiotherapy Charges for physiotherapy:
 - (a) While Hospital confined, up to the Maximum Benefit Amount shown in the Schedule of Benefits for the Hospital Inpatient Physiotherapy benefit;
 - (b) As an outpatient, up to the Maximum Benefit Amount shown on the Schedule of Benefits for the Outpatient Physiotherapy benefit.

Physiotherapy includes:

- (a) Heat treatment;
- (b) Diathermy;
- (c) Microtherm;
- (d) Ultrasonic;
- (e) Adjustment;
- (f) Manipulation;
- (g) Massage therapy and
- (h) Acupuncture.

Total treatment per Injury will not exceed the Maximum Benefit Amounts for Physiotherapy shown in the Schedule of Benefits.

- (10) **Ambulance** from the place where the Injury occurred to the Hospital, up to the Maximum Benefit Amount shown in the Schedule of Benefits for the Ambulance benefit.
- (11) Medical Equipment Rental charges for medical equipment for:
 - (a) A wheelchair;
 - (b) An iron lung; or
 - (c) Other medical equipment for which prior approval by us has been given;

up to the Maximum Benefit Amount shown in the Schedule of Benefits for the Medical Equipment Rental benefit.

- (12) Medical Services and Supplies Charges for medical services and supplies for:
 - (a) Oxygen and its administration;
 - (b) Blood and blood transfusions;

up to the Maximum Benefit Amount shown in the Schedule of Benefits for the Medical Service & Supply benefit.

(13) Dental Treatment - Charges for dental treatment for Injury to a tooth which was sound and natural at the time of Injury, up to the Maximum Benefit Amount shown in the Schedule of Benefits for the Dental Treatment benefit.

The amounts payable under this Medical Expense benefit could be greatly reduced if the Covered Person does not comply with the requirements in the Limitations section of this Policy.

BENEFIT - OUT-PATIENT PRESCRIPTION DRUG BENEFIT

We will pay the Eligible Expenses, subject to the Deductible Amount and Coinsurance Percentage shown in the Schedule of Benefits, if any; for a Prescription Drug or medication when prescribed by a Doctor on an outpatient basis.

Prescription Drug means a drug which:

- (1) Under Federal law may only be dispensed by written prescription; and
- (2) Is utilized for the specific purpose approved for general use by the Food and Drug Administration.

The Prescription Drug must be dispensed for the out-patient use by the Covered Person:

- (1) On or after the Covered Person's Effective Date; and
- (2) By a licensed pharmacy provider.

Benefits are payable up to the Maximum Benefit Amount shown on the Schedule of Benefits.

The amount payable under this benefit could be greatly reduced if the Covered Person does not comply with the requirements in the Limitations section of this Policy.

EXCLUSIONS

Benefits will not be paid for a Covered Person's loss which:

- (1) Is caused by or results from the Covered Person's own:
 - (a) Intentionally self-inflicted Injury, suicide or any attempt thereat. (In Missouri this applies only while sane.);(b) Voluntary self-administration of any drug or chemical substance not prescribed by, and taken according to
 - the directions of, a doctor (Accidental ingestion of a poisonous substance is not excluded.);
 - (c) Commission or attempt to commit a felony;
 - (d) Participation in a riot or insurrection;
 - (e) Driving under the influence of a controlled substance unless administered on the advice of a doctor; or
 - (f) Driving while Intoxicated. "Intoxicated" will have the meaning determined by the laws in the jurisdiction of the geographical area where the loss occurs;
- (2) Is caused by or results from:
 - (a) Declared or undeclared war or act of war;
 - (b) An Accident which occurs while the Covered Person is on active duty service in any Armed Forces. (Reserve or National Guard active duty for training is not excluded unless it extends beyond 31 days.);
 - (c) Aviation, except as specifically provided in this Policy;
 - (d) Sickness, disease, bodily or mental infirmity or medical or surgical treatment thereof, bacterial or viral infection, regardless of how contracted. This does not include bacterial infection that is the natural and foreseeable result of an accidental external bodily injury or accidental food poisoning.
 - (e) Nuclear reaction or the release of nuclear energy. However, this exclusion will not apply if the loss is sustained within 180 days of the initial incident and:
 - (i) The loss was caused by fire, heat, explosion or other physical trauma which was a result of the release of nuclear energy; and
 - (ii) The Covered Person was within a 25-mile radius of the site of the release either:
 - 1) At the time of the release; or
 - 2) Within 24 hours of the start of the release.

ADDITIONAL EXCLUSIONS

Benefits will not be paid for:

- 1. Normal health checkups;
- 2. Dental care or treatment other than care of sound, natural teeth and gums required on account of Injury resulting from an Accident while the Covered Person is covered under this Policy, and rendered within the policy benefit period;
- 3. Services or treatment rendered by a doctor, nurse or any other person who is:
 - (a) Employed or retained by the Policyholder; or
 - (b) Who is the Covered Person or a member of his immediate family;
- 4. Charges which:
 - (a) The Covered Person would not have to pay if he did not have insurance; or
 - (b) Are in excess of Usual, Reasonable and Customary charges.
- 5. An Injury that is caused by flight in:
 - (a) An aircraft, except as a fare-paying passenger;
 - (b) A space craft or any craft designed for navigation above or beyond the earth's atmosphere; or
 - (c) An ultra light, hang-gliding, parachuting or bungi-cord jumping;
- 6. Travel in or upon:
 - (a) A snowmobile;
 - (b) Any two or three wheeled motor vehicle;
 - (c) Any off-road motorized vehicle not requiring licensing as a motor vehicle;
- 7. Any Accident where the Covered Person is the operator of a motor vehicle and does not possess a current and valid motor vehicle operator's license;
- 8. That part of medical expense payable by any automobile insurance policy without regard to fault. (Does not apply in any state where prohibited);
- 9. Injury that is:
 - (a) The result of the Covered Person being Intoxicated. ("Intoxicated" will have the meaning determined by the laws in the jurisdiction of the geographical area where the loss occurs); or
 - (b) Caused by any narcotic, drug, poison, gas or fumes voluntarily taken, administered, absorbed or inhaled, unless prescribed by a doctor;
- 10. Any Sickness, except infection which occurs directly from an Accidental cut or wound or diagnostic tests or treatment, or ingestion of contaminated food,
- 11. Expenses to the extent that they are paid or payable under other valid and collectible group insurance or medical prepayment plan. (Does not apply to Primary or Primary Excess Medical Scope of Coverage.
- 12. Blood or Blood plasma, except for charges by a Hospital for the processing or administration of blood;
- 13. Elective treatment or surgery, health treatment, or examination where no Injury is involved;
- 14. Injury sustained while in the service of the armed forces of any country. When the Covered Person enters the armed forces of any country, we will refund the unearned pro rata premium upon request;
- 15. Eyeglasses, contact lenses, hearing aids, braces, appliances, or examinations or prescriptions therefore;
- 16. Treatment in any Veterans Administration or Federal Hospital, except if there is a legal obligation to pay;
- 17. Treatment of temporomandibular joint (TMJ) disorders involving the installation of crowns, pontics, bridges or abutments, or the installation, maintenance or removal of orthodontic or occlusal appliances or equilibration therapy;
- 18. Cosmetic surgery, except for reconstructive surgery on a diseased or injured part of the body;
- 19. Any loss which is covered by state or federal worker's compensation, employers liability, occupational disease law, or similar laws;
- 21. The repair or replacement of existing artificial limbs;
- 22. The repair or replacement of existing dentures, partial dentures, braces or fixed or removable bridges;
- 23. Expenses incurred for an Accident after the Benefit Period shown in the Schedule of Benefits;
- 24. Hernia of any kind; or any bacterial infection that was not caused by an Accidental cut or wound;

LIMITATIONS

Any benefits payable under this Policy will be limited to the following:

- (1) The medical benefits otherwise payable under this Policy will be reduced by 50% if:
 - (a) Excess insurance is provided under this Policy; and
 - (b) The Covered Person has coverage under another plan providing medical expense benefits; and
 - (c) The other plan is an HMO, PPO or similar arrangement ("PPO-Preferred Provider Organization" means an Organization offering health care services through designated health care providers who agree to perform these services at rates lower than nonpreferred providers.); and
 - (d) The Covered Person does not use the facilities or services of the HMO, PPO or similar arrangement for the provision of benefits.

The Covered Person's limitation does not apply to emergency treatment required within 24 hours after an Accident which occurred outside the geographic area serviced by the HMO, PPO or similar arrangement.

AGGREGATE LIMIT

The Aggregate Limit of Liability is shown in the Application on the Schedule of Benefits. We will NOT be liable for any amount over such limit for any one Accident.

If the total amount of benefits to be paid under this Policy is more than the Aggregate Limit of Liability, the benefit amount payable for a Covered Person's loss will be determined as a proportionate share of the Aggregate Limit of Liability.

PREMIUM PROVISIONS

GRACE PERIOD:

A grace period of 31-days is granted for each premium due after the first premium due date. 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 this Policy. Coverage will end if the premium is not paid by the end of the grace period.

PREMIUMS:

Premium due dates are the first of every month. Premium payment made in advance or for more than a one month period will not affect any provisions of this Policy with regard to change. Failure by the Policyholder to pay premiums when due or within the grace period shall be deemed notice to us to terminate coverage at the end of the period for which premium was paid.

CHANGES IN RATES:

We have the right to change the premium rates on any premium due date:

- (1) After the first 12 months insurance 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.

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

GENERAL PROVISIONS

ENTIRE CONTRACT; CHANGES:

This Policy, the application of the Policyholder (if any, a copy of which is attached), endorsements, riders and attached papers constitute the entire contract between the parties. If an application of a Covered Person is required, the application of any Insured, at our option, may also be made a part of this contract.

All statements made by the Policyholder or by a Covered Person are deemed representations and not warranties. No such statement will cause us to deny or reduce benefits or be used as a defense to a claim unless a copy of the instrument containing the statement is or has been furnished to such person; or, in the event of his death or incapacity, his beneficiary or representative. After 2-years from the Covered Person's effective date of coverage, no such statement, except in the case of fraud or with respect to eligibility for coverage, will cause such coverage to be contested.

No change in this Policy will be valid until approved by one of our executive officers. This approval must be endorsed on or attached to this Policy. No agent may change this Policy or waive any of its provisions.

WORKERS' COMPENSATION INSURANCE:

This Policy is not in lieu of and does not affect any requirement for coverage under any Workers' Compensation Insurance.

RECORDS MAINTAINED:

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

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

- (1) The two year period after the expiration of the Policyholder's coverage; or
- (2) The final adjustment and settlement of all claims under the Policyholder's coverage.

CERTIFICATES OF INSURANCE:

A certificate of insurance will be delivered to the Policyholder for delivery to a Covered Person. Each certificate will list the benefits, conditions and limits of the Certificate. It will state to whom the benefits will be paid.

POLICY TERMINATION:

We may terminate coverage on or after the anniversary of any premium due date. The Policyholder may terminate its coverage on any premium due date. Written notice must be given at least 31 days prior to such premium due date.

CONFORMITY WITH STATE STATUTES:

Any provision of this Policy in conflict, on the Effective Date of this Policy, with the laws of the state where it is delivered, is amended to conform to the minimum requirements of such laws.

CLAIM PROVISIONS

NOTICE OF CLAIM:

Written notice must be given to us within [30] days [Kentucky: 60 days] after a covered loss occurs or begins or as soon as reasonably possible. Notice can be given at our administrative office as shown on the cover page or to our agent. Notice should include the Policyholder's name and number and a Covered Person's name and address.

CLAIM FORMS:

When we receive the notice of claim, we will send forms for filing proof of loss. If claim forms are not sent within [15] days after notice is given, the proof requirements will be met by submitting, within the time required under PROOF OF LOSS, written proof of the nature and extent of the loss.

PROOF OF LOSS:

Written proof of loss must be furnished to us in the case of a claim for loss for which this Policy provides periodic payment contingent upon continuing loss within [90 days] after the end of the period for which we are liable. Written proof that the loss continues must be furnished to us at intervals required by us.

In case of claim for any other loss, proof must be furnished within [90 days] after the date of such loss.

If that is not reasonably possible, we will not deny or reduce any claim if proof is furnished as soon as reasonably possible. Proof must, in any case, be furnished not more than a year later, except for lack of legal capacity.

TIME OF PAYMENT OF CLAIMS:

Benefits due under this Policy for a loss, other than a loss for which this Policy provides installments, will be paid immediately upon receipt of due written proof of such loss.

Subject to written proof of loss, all accrued benefits for loss for which this Policy provides installments will be paid Monthly; any balance remaining unpaid upon the termination of liability will be paid immediately upon receipt of a written proof of loss, unless otherwise stated in the Description of Benefits.

PAYMENT OF CLAIMS:

Benefits for a Covered Person's loss of life will be paid to the beneficiary named in our records, if any, at the time of payment. The benefits can be paid in one sum or, at a Covered Person's written request, in accordance with one of our settlement plans. If a Covered Person has not requested any settlement plan, the beneficiary can do so in writing after a Covered Person's death. If there is no named beneficiary or surviving beneficiary, a Covered Person's loss of life benefits will be paid in one sum to the first surviving class of following in the order shown below:

- (1) The beneficiary named to receive a Covered Person's proceeds;
- (2) Spouse;
- (3) Child or children;
- (4) Mother or father;
- (5) Sisters or brothers; or
- (6) The estate of a Covered Person.

If we are to pay benefits to the estate or to a person who is incapable of giving a valid release, we may pay up to \$1,000 to a relative by blood or marriage whom we believe is equitably entitled. This good faith payment satisfies our legal duty to the extent of that payment.

Any other accrued benefits which are unpaid at a Covered Person's death may, at our option, be paid either to his beneficiary or to his estate. All other benefits, unless specifically stated otherwise, will be paid to a Covered Person.

PAYMENT OF CLAIMS: OTHER BENEFITS:

All other benefits will be paid to the Covered Person, if he is living, if not, we will pay his beneficiary or his estate.

CHANGE OF BENEFICIARY: (Applicable only if an Accidental Death or Dismemberment benefit is provided) The Insured can change the beneficiary at any time by giving us written notice. The beneficiary's consent is not required for this or any other change which a Covered Person may make unless the designation of beneficiary is irrevocable or otherwise required by law.

CONDITIONAL CLAIM PAYMENT:

If a Covered Person incurs expenses for Injuries received in a covered Accident, and in our opinion a third party may be liable, we will pay benefits if:

- (1) The Covered Person first agrees in writing to refund the lesser of:
 - (a) The amount we actually paid for such expenses; or
 - (b) The amount actually received from the third party for such expenses; and

(2) The third party's liability is determined and satisfied whether by settlement, judgment, arbitration or otherwise.

However, prior to our payment of benefits under this Policy, if the third party's liability is satisfied in an amount less than the benefits payable under this Policy, we will pay the difference.

PHYSICAL EXAMINATION AND AUTOPSY:

We will pay the cost and have the right to have the Covered Person examined as often as reasonably necessary while the claim is pending. We can have an autopsy made at our expense unless prohibited by law. (Autopsies are not permitted to be required in Massachusetts, Mississippi and South Carolina.)

RECOVERY OF BENEFITS:

We reserve the right to recover from a Covered Person any benefits we have paid to him for injuries:

- (1) Received in a covered Accident; and
- (2) Which are covered under:
 - (a) workers' compensation or similar statutory remedies available under law; or
 - b) Any employer's liability Insurance.

It will be assumed that the Covered Person is in receipt of such benefits unless he gives us proof such benefits have been denied to him.

SUBROGATION:

If we have paid benefits to a Covered Person for Injuries received in a covered Accident, and in our opinion a third party may be liable, we will be subrogated to the extent of such payment and to all of the rights of the Covered Person regarding the recovery of benefits paid or to any settlement or judgment which results from the exercise of these rights. The Covered Person agrees to sign papers and do whatever else is necessary to transfer his rights to us. We will exercise such rights on his behalf. He further agrees to furnish us with all relevant information and documents.

LEGAL ACTIONS:

No action at law or in equity shall be brought to recover benefits under this Policy less than 60 days after written proof of loss has been furnished as required by this Policy. No such action shall be brought more than 3 years [South Carolina: 6 years] after the time written proof of loss is required to be furnished.