



Philadelphia Indemnity Insurance Company

Administrative Office
One Bala Plaza, Suite 100, Bala Cynwyd, PA 19004
Tel: 800-873-4552

APPLICATION FOR BLANKET ACCIDENT INSURANCE Accidental Death and Accident Medical Benefits

Part I Proposed Policyholder

Full Legal Name of Proposed Policyholder Town of Ulysses

Address 10 Elm St Trumansburg, NY 14886-9544

Proposed Policyholder is Other

please describe type of entity who will own policy

Requested Effective Date 3/15/2023

Expiration Date 3/15/2024

Registered participants of the Policyholder, ages up to 12 years old and 19 years old & over.
Registered instructors, referees, staff members or volunteers of the Policyholder performing

Who will be insured? their assigned duties during a Covered Activity

describe all members or participants of the Policyholder who will be insured

Part II Plan

a. Plan of Benefits

Accident Medical Expense Benefits
Maximum Benefit \$25,000
Deductible Amount \$500

Accidental Death \$25,000
Accidental Dismemberment up to \$50,000
Accidental Paralysis \$50,000

Scope of Coverage: Full Excess

b. Premium Calculation

Total Premium \$2,880.00

Part III Acknowledgements and Signatures

I UNDERSTAND THAT THIS IS ACCIDENT-ONLY INSURANCE. IT DOES NOT PROVIDE COVERAGE FOR SICKNESS. THIS IS A SUPPLEMENT TO HEALTH INSURANCE AND IS NOT A SUBSTITUTE FOR MAJOR MEDICAL COVERAGE. LACK OF MAJOR MEDICAL COVERAGE (OR OTHER MINIMUM ESSENTIAL COVERAGE) MAY RESULT IN AN ADDITIONAL PAYMENT WITH YOUR TAXES.

If you have questions about the benefits provided by this coverage, please contact us at 1-800-734-9326

- a. **Fraud Warning:** Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.
- b. **Applicant's Acknowledgement** I, the applicant, declare, to the best of my knowledge and belief, that all statements and answers in this application are true and complete. I understand and agree that (a) this application

will form part of any policy issued, (b) no information given to or acquired by any representative of Philadelphia Indemnity Insurance Company will bind it, unless it is in writing on this application, (c) no waiver or modification will bind the Company unless it is in writing and is signed by an executive officer of Philadelphia Indemnity Insurance Company, and (d) only those persons eligible under the terms of an issued policy will be insured.

Dated at _____ **on the** _____ **day of** _____, **20** _____

Signed for the Proposed Policyholder

Signed by Licensed Agent

Title _____ *Agent License Number* _____



PHILADELPHIA
INSURANCE COMPANIES

A Member of the Tokio Marine Group

Philadelphia Indemnity Insurance Company

Administrative Office
One Bala Plaza, Suite 100, Bala Cynwyd, PA 19004
Tel: 800-873-4552

POLICYHOLDER: Town of Ulysses
GROUP POLICY NUMBER: AJTX8DAL3SJ2
POLICY EFFECTIVE DATE: 3/15/2023
POLICY ISSUE DATE:
POLICY TERM: 3/15/2023 to 3/15/2024
STATE OF DELIVERY: New York

Philadelphia Indemnity Insurance Company, herein called the Company or We, Us or Our, in consideration of the Application for this Policy and the timely payment of Premiums, agrees, subject to the terms and conditions of the Policy, to insure the Policyholder's eligible members.

This Policy describes the terms and conditions of insurance. It goes into effect, subject to its applicable terms and conditions, at 12:01 AM on the Policy Effective Date shown above, at the Policyholder's address. It will remain in effect for the duration of the Policy Term shown above if premium is paid according to agreed terms.

This Policy terminates at 12:01 AM on the last day of the Policy Term unless the Policyholder and We have agreed to continue this Policy for an additional Policy Term. The laws of the State of Issue shown above govern this Policy.

We and the Policyholder agree to all of the terms of this Policy.

IN WITNESS WHEREOF Philadelphia Indemnity Insurance Company has caused this Policy to be executed on its Issue Date, to take effect on the Effective Date.

President & CEO
Philadelphia Indemnity Insurance Company

Secretary
Philadelphia Indemnity Insurance Company

• BLANKET ACCIDENT POLICY •
• NON-PARTICIPATING •

**THIS IS ACCIDENT-ONLY INSURANCE. IT DOES NOT PROVIDE
COVERAGE FOR SICKNESS. THIS IS A SUPPLEMENT TO HEALTH
INSURANCE AND IS NOT A SUBSTITUTE FOR MAJOR MEDICAL
COVERAGE. LACK OF MAJOR MEDICAL COVERAGE (OR OTHER
MINIMUM ESSENTIAL COVERAGE) MAY RESULT IN AN ADDITIONAL
PAYMENT WITH YOUR TAXES.**

TABLE OF CONTENTS

	Page
Schedule of Benefits_____	3
General Definitions_____	7
Eligibility, Effective Date and Termination Provisions_____	10
General Provisions_____	11
Claim Provisions_____	12
Administrative Provisions_____	14
Conditions of Coverage_____	16
Sports Coverage_____	16
Common Exclusions_____	18
Scope of Coverage Applicable to Medical Expense Benefits_____	20
Accidental Medical Expenses Benefits_____	21
Accident Indemnity Benefits_____	24

SCHEDULE OF BENEFITS

This Policy is intended to be read in its entirety. In order to understand all the conditions, exclusions and limitations applicable to its benefits, please read all the policy provisions carefully.

Eligible Persons: Registered participants of the Policyholder, ages up to 12 years old and 19 years old & over. Registered instructors, referees, staff members or volunteers of the Policyholder performing their assigned duties during a Covered Activity

CONDITIONS OF COVERAGE

The benefits provided by this Policy will be paid, subject to applicable conditions, limitations and exclusions, under the following coverages.

Sports Coverage
Personal Deviations covered

no

Covered activities

Participation in and attendance at the following Policyholder Supervised and Sponsored activities: Soccer, Tennis, Cross Country, Basketball, Volleyball, Pickleball, Track & Field, Baseball, Day Camp and Sports Clinic

ACCIDENT INDEMNITY BENEFITS

ACCIDENTAL DEATH AND DISMEMBERMENT BENEFITS

Each of the following Covered Losses may be included or deleted at the option of the Policyholder. Benefit amounts are variable and may be expressed as a percentage of the Principal Sum or as a dollar amount.

Principal Sum	\$25,000
Loss must occur within	365 days of the Covered Accident

Schedule of Covered Losses

Covered Loss	Benefit
Loss of Life	100% of the Principal Sum
Loss of Two or More Hands or Feet	200% of the Principal Sum
Loss of Sight of Both Eyes	200% of the Principal Sum
Loss of One Hand or Foot and Sight in One Eye	200% of the Principal Sum
Quadriplegia	200% of the Principal Sum
Paraplegia	200% of the Principal Sum
Hemiplegia	200% of the Principal Sum
Loss of One Hand or Foot	100% of the Principal Sum
Loss of Sight in One Eye	100% of the Principal Sum
Loss of Speech	100% of the Principal Sum
Loss of Hearing in Both Ears	100% of the Principal Sum
Loss of Thumb and Index Finger of the Same Hand	50% of the Principal Sum
Aggregate Limit of Indemnity	\$500,000
Applies to:	All Conditions of Coverage

Not more than the Aggregate Limit of Indemnity specified above will be paid for all Covered Losses suffered by all Covered Persons insured under this Accidental Death and Dismemberment Benefit as the result of any one Covered Accident that occurs under one of the Conditions of Coverage, as specified above. If this amount does not allow all Covered Persons to be paid the amounts this Policy otherwise provides, the amount paid will be the proportion of the Covered Person's loss to the total of all losses, multiplied by the Aggregate Limit of Indemnity.

ACCIDENT MEDICAL EXPENSE BENEFITS

Any benefit limits and Benefit Percentages for Accident Medical Expense Benefits apply, unless otherwise specified, on a per-Covered Person per-Covered Accident basis. Any applicable Deductibles must be satisfied within the time periods specified before benefits are payable.

Scope of Coverage Applicable to Accident Medical Benefits

Full Excess Medical Expense	
Other Health Plan Reduction	20%

Medical Expense Benefits

Total Maximum for all Accident Medical Expense Benefits	\$25,000
--	----------

First Covered Expenses must
be Incurred within

180 days after a Covered Accident

Benefit Period

1 year from the date of the Covered Accident

Deductible
applies to
does not

\$500
each Covered Accident
include Covered Expenses paid under another
Health Care Plan

Covered Expenses

In-Patient Hospital Services

Daily ICU or CCU Benefit 100%

Daily In-Hospital Benefit 100% of the average Semi-private
room rate per day

Miscellaneous Services 100% per Hospital Stay

Ambulatory Medical Center

100%

Emergency Room Treatment

100%

Physician Services

Surgery Benefit 100%

Assistant Surgeon 100%

Physician's Surgical Facilities 100%

Second Opinion or Consultation 100%

Physician's Assistant 100%

Anesthesia Benefit 100%

Inpatient Visits 100%

Office Visits 100% per visit

Outpatient X-ray, CT Scan, MRI and Laboratory Tests

100%

Outpatient Physiotherapy

100%

Nursing Services

100%

Ambulance Services

100%

Medical Equipment Rental

100%

Medical Services and Supplies

100%

Dental Services

100%

Prescription Drug Benefit

Benefit per prescription 100%

RATE TABLE Rates are variable by risk quoted. Rates may be daily, weekly, monthly, quarterly, semi-annually or annually. Rates may be paid: on the effective date, within 30 days from the effective date, monthly, quarterly, semi-annually or annually.

Premium Rates	\$2,880
Minimum Premium	\$300
Contributions	The cost of this insurance is paid by the Policyholder. Minimum and deposit premiums are fully earned and non-refundable.
Mode of Premium Payment	Fixed Annual
Premium Due Date[s]	Policy Effective Date

GENERAL DEFINITIONS

Please note that certain words used in this Policy have specific meanings. The words defined below and capitalized within the text of this Policy have the meanings set forth below.

Beneficiary means in the case of death of the Covered Person, a person named by the Covered Person to receive benefits provided by this Policy.

Benefit Percentage means the percentage of Covered Expenses We pay that are Incurred by the Covered Person after he satisfies any applicable Deductible. Benefit Percentages are shown in the *Schedule of Benefits*.

Certificate means the evidence of the Covered Person's coverage under this Policy. Coverage is subject to the Policy provisions. The Certificate is not the Policy.

Company or We, Us, Our, means Philadelphia Indemnity Insurance Company, domiciled in Pennsylvania.

Covered Accident means a sudden, unforeseeable event that results, directly and independently of all other causes, in an injury or loss and meets all of the following conditions:

1. occurs while the Covered Person is insured under this Policy;
2. is not contributed to by: disease; sickness; or mental or bodily infirmity; and
3. is not otherwise excluded under the terms of this Policy.

Covered Activity means any recurring activity that is shown in the *Schedule of Benefits* and:

1. takes place under one of the Conditions of Coverage specified in the *Schedule of Benefits*; and
2. is: sponsored; organized; scheduled; or otherwise provided by the Policyholder.

Covered Expenses means the lesser of the usual and customary charge and the maximum benefit shown, for services or supplies listed, in the *Schedule of Benefits* and described in the *Accident Medical Expense Benefits* section of this Policy. Covered Expenses must be Incurred by a Covered Person for treatment for injuries sustained in a Covered Accident.

Covered Injury means any bodily harm that results directly and independently of all other causes from a Covered Accident.

Covered Loss means: accidental death; dismemberment; or other Injury covered under the Policy.

Covered Person means an Eligible Person, as defined in the *Schedule of Benefits*, for whom an enrollment form has been accepted by Us and required premium has been paid when due and for whom coverage under this Policy remains in force.

Deductible means the amount of Covered Expenses that each Covered Person must incur before benefits are paid under this Policy.

He, Him or His means an individual, male or female.

Health Care Plan means any arrangement, whether individually purchased or incidental to employment or membership in an association or other group, which provides benefits or services for: health care; dental care; disability benefits; or repatriation of remains. A Health Care Plan includes group, blanket, franchise, family or individual:

1. insurance policies;
2. subscriber contracts;
3. uninsured agreements or arrangements;
4. coverage provided through: Health Maintenance Organizations; Preferred Provider

- Organizations; State or Federal Exchanges; Insurance Cooperatives and other prepayment; group practice and individual practice plans;
5. medical benefits provided under automobile “fault” and no-fault” – type contracts;
 6. medical benefits provided by any governmental plan or coverage or other benefit law, except:
 - a. a state-sponsored Medicaid plan; or
 - b. a plan or law providing benefits only in excess of any private or non-governmental plan;
 7. other valid and collectible medical or health care benefits or services.

Hospital means a short-term, acute, general institution that meets all of the following:

- (1) is primarily engaged in providing, by or under the continuous supervision of physicians, to inpatients, diagnostic services and therapeutic services for diagnosis, treatment and care of injured or sick persons;
- (2) has organized departments of medicine and major surgery;
- (3) has a requirement that every patient must be under the care of a physician or dentist;
- (4) provides 24-hour nursing service by or under the supervision of a registered professional nurse (R.N.);
- (5) if located in New York State, has in effect a hospitalization review plan applicable to all patients which meets at least the standards set forth in section 1861(k) of United States Public Law 89-97 ([42 USCA 1395x\(k\)](#));
- (6) is duly licensed by the agency responsible for licensing such hospitals; and
- (7) is not, other than incidentally, a place of rest, a place primarily for the treatment of tuberculosis, a place for the aged, a place for drug addicts, alcoholics, or a place for convalescent, custodial, educational or rehabilitary care.

Hospital Stay means a confinement in a Hospital, ordered by a Physician, over one or more nights when room and board and general nursing care are provided at a per diem charge made by the Hospital. The Hospital Stay must result directly and independently of all other causes from a Covered Accident. Separate Hospital Stays due to the same Covered Accident will be treated as one Hospital Stay unless: (a) separated by at least 90 days; or (b) a Covered Person returns to Active Service for 30 or more days between Hospital Stays.

Incurred or Incurs means an obligation to pay for a Covered Expense for treatment, service or purchase of supplies, deemed to be the date it is provided to the Covered Person.

In-Patient means a Covered Person who is confined for at least one full day’s Hospital room and board. The requirement that a person be charged for room and board does not apply to confinement in a Veteran’s Administration Hospital or Federal Government Hospital. In such case, the term “Inpatient” shall mean a Covered Person who is required to be confined for a period of at least a full day as determined by the Hospital.

Maximum Benefit means the most we will pay for each Benefit stated in the Schedule of Benefits.

Nurse means a licensed registered nurse (R.N.) or a licensed practical nurse (L.P.N.).

Out-Patient means a Covered Person who receives treatment, services and supplies while not an Inpatient in a Hospital.

Personal Deviation means any activity which:

1. is neither reasonably related to or incidental to the purpose of travel for which coverage is provided by this Policy; and
2. the Covered Person performs before, during or after covered travel.

When coverage is provided during a Personal Deviation, the time period covered is shown in the *Conditions of Coverage* section of the *Schedule of Benefits*.

Physician means a licensed health care provider practicing within the scope of his or her license and rendering care and treatment to a Covered Person that is appropriate for the condition and locality.

Policy means a legal contract between the Policyholder and Us which describes the terms and conditions of insurance subject to its provisions, limitations and exclusions.

Policyholder means an organization sponsoring an activity outlined in the *Schedule of Benefits* for its participants or members.

Policy Aggregate Deductible means the amount of Covered Expenses that the Policyholder must Incur before benefits are paid under this Policy.

Policy Effective Date means the date this Policy takes effect as shown on the face page.

Schedule of Benefits means the outline of the: Coverages and Benefits provided by this Policy.

Usual and Customary Charge means the normal charge, in the absence of insurance, made by the provider of any treatment, but not more than the prevailing charge in the area:

1. for a like service by a provider with similar training or experience; or
2. for a supply that is identical or substantially equivalent.

The final determination of all Usual and Customary Charges rests solely with Us.

ELIGIBILITY, EFFECTIVE DATE AND TERMINATION PROVISIONS

Policy Effective Date

We agree to provide Blanket Accident Insurance Benefits described in this Policy in consideration of the Policyholder's application and payment of the initial premium when due. Insurance coverage begins on the Policy Effective Date shown on this Policy's first page .

Eligibility

An individual becomes eligible for insurance under this Policy on the date he meets all of the requirements of one of the Covered Classes and completes any Eligibility Waiting Period, as shown in the *Schedule of Benefits*. An Eligible Person may be insured under only one Covered Class, even though he may be eligible under more than one Covered Class.

Effective Date for Individuals

Insurance becomes effective for an Eligible Person on the latest of the following dates:

1. the effective date of this Policy;
2. the date the individual becomes eligible.

Effective Date of Changes

Any increase or decrease in the amount of insurance for the Covered Person resulting from a change in benefits provided by this Policy or a change in the Covered Person's Covered Class will take effect on the date of such change. Increases will take effect subject to any Active Service requirement.

Termination of Insurance

The insurance on a Covered Person will end after 30 days written notice on the earliest date below:

1. the date the person is no longer in an Eligible Class;
2. the end of the last period for which premium is paid;
3. the date this Policy terminates.

Termination will not affect a claim for a Covered Loss resulting from a Covered Accident that occurs before the termination date. However, in no instance will benefits extend beyond the earlier of:

1. the end of the Benefit Period; and
2. the date benefits equal to any applicable Benefit Limit or Maximum, as shown in the *Schedule of Benefits*, have been paid;
3. the date benefits paid equal any applicable Policy Aggregate Maximum, as shown in the *Schedule of Benefits*.

GENERAL PROVISIONS

Entire Contract; Changes

This Policy, including the Certificate, any endorsements, riders and the attached application of the Policyholder, constitutes the entire contract of insurance. No agent has authority to change this Policy or to waive any of its provisions.

Misstatement of Fact

No misrepresentation shall avoid this Policy or defeat recovery hereunder unless such misrepresentation was material. No misrepresentation shall be deemed material unless Our knowledge of the facts misrepresented would have led to Our refusal to issue this Policy.

Assignment

The rights and benefits under this Policy may not be assigned and any attempt to assign will be void.

Incontestability

Any statements made by the Policyholder or Covered Persons will be treated as representations and not warranties. No such statement will: void the insurance; reduce the benefits; or be used in defense of a claim for loss incurred; unless it is contained in a written application, and a copy is provided to the person who made such statement or his/her beneficiary or representative.

Reporting Requirements

The Policyholder or its authorized agent must report all of the following to Us by the premium due date:

1. the number of persons insured on the Policy Effective Date;
2. the number of persons who are insured after the Policy Effective Date;
3. the number of persons whose insurance has terminated;
4. any additional information required by Us.

Clerical Error

A Covered Person's insurance will not be affected by error or delay in keeping records of insurance under this Policy. If such error or delay is found, We will adjust the premium fairly.

Conformity with Statutes

Any term of this Policy which is in conflict with New York state law or with any applicable federal law that imposes additional requirements from what is required under New York State law will be amended to conform with the minimum requirements of such law.

Compensation Insurance

This coverage under this Policy, and the corresponding Certificate, is not in place of and does not affect any requirements for coverage by workers' compensation insurance or law.

CLAIM PROVISIONS

Notice of Claim

Written notice of claim must be given to Us within 90 days after a Covered Loss occurs or begins or as soon as reasonably possible. Notice can be given: to Us at Our Administrative Office, One Bala Plaza, Suite 100, Bala Cynwyd, PA 19004; to such other place as We may designate for the purpose; or to Our authorized agent. Notice should include the Policyholder's name and policy number and the Covered Person's name and address.

Claim Forms

We will send claim forms for filing proof of loss when We receive notice of a claim. If such forms are not sent within 15 days after We receive notice, the person making the claim will be deemed to have complied with the proof requirements by submitting, within the time fixed in this Policy for filing proof of loss, written proof of the nature and extent of the loss for which the claim is made.

Claimant Cooperation Provision

Failure of a claimant to cooperate with Us in the administration of the claim may result in the delay or termination of the claim. Such cooperation includes, but is not limited to, providing any information or documents needed to determine whether benefits are payable or the actual benefit amount due.

Proof of Loss

In the case of a claim for loss for which this Policy provides any periodic payment contingent upon continuing loss, written proof of loss must be sent to Us within 120 days after the termination of the period for which We are liable. In the case of a claim for any other loss, written proof of loss must be sent to Us within 120 days after the date of such loss. Failure to furnish such proof within the time required will not invalidate nor reduce any claim if it was not reasonably possible to give proof within such time, provided such proof is furnished as soon as reasonably possible.

Time of Payment of Claims

Benefits payable under this Policy for any loss other than loss for which this Policy provides any periodic payment, will be paid immediately upon receipt of due written proof of such loss, and no later than 60 days after receipt of proof. Subject to due written proof of loss, all accrued benefits for loss for which this Policy provides periodic payment will be paid monthly. Any balance remaining unpaid upon the termination of liability will be paid immediately upon receipt of due written proof.

Payment of Claims

All benefits will be paid in United States currency. Benefits for loss of life will be payable in accordance with the Beneficiary provision and these Claim Provisions. All other proceeds payable under this Policy, unless otherwise stated, will be payable to the Covered Person or to his estate.

If We are to pay benefits to the estate or to a person who is a minor or otherwise 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. Any payment made by Us in good faith pursuant to this provision will fully discharge Us to the extent of such payment and release Us from all liability.

Beneficiary

The beneficiary is the person or persons the Covered Person names or changes on a form executed by him. This form may be in writing or by any electronic means agreed upon between Us and the Policyholder. Consent of the beneficiary is not required to affect any changes or to make any assignment of rights or benefits permitted by this Policy, unless the beneficiary has been designated as an irrevocable beneficiary.

A beneficiary designation or change will become effective on the date the Covered Person executes it. However, We will not be liable for any action taken or payment made before We record notice of the change at our Home Office.

If more than one person is named as beneficiary, the interests of each will be equal unless the Covered Person has specified otherwise. The share of any beneficiary who does not survive the Covered Person will pass equally to any surviving beneficiaries unless otherwise specified.

If there is no named beneficiary or surviving beneficiary, or if the Covered Person dies while benefits are payable to him, We may make direct payment to the first surviving class of the following classes of persons:

1. Spouse;
2. Child or Children;
3. mother or father;
4. sisters or brothers;
5. estate of the Covered Person.

Physical Examination and Autopsy

We, at Our own expense, have the right and opportunity to examine the Covered Person when and as often as We may reasonably require while a claim is pending and to make an autopsy in case of death where it is not forbidden by law.

Legal Actions

No action at law or in equity may be brought to recover under this Policy less than 60 days after written proof of loss has been furnished as required by this Policy. No such action will be brought more than three years after the time such written proof of loss must be furnished.

ADMINISTRATIVE PROVISIONS

Cancellation

We or the Policyholder may cancel this Policy, after the first year, by giving Us 60 days advance written notice. Any premium rate guarantee will not affect Our or the Policyholder's right to cancel this Policy.

If a premium is not paid when due, We will cancel this Policy at the end of the last period for which premium was paid, subject to the Grace Period provision. Premium Due Dates are shown in the *Schedule of Benefits*.

Cancellation will not affect a claim for a Covered Loss resulting from a Covered Accident that occurred before the cancellation date.

Premiums

All premium rates are expressed in, and all premiums are payable in, United States currency. The premiums for this Policy will be based on the rates, as set forth in the *Schedule of Benefits* or subsequently changed, the plan and amounts of insurance in effect for Covered Persons and the premium mode selected, as shown in the *Schedule of Benefits*. If a Covered Person's insurance amounts are reduced due to age, premium will be based on the amounts of insurance in force on the day before the reduction took place. We will provide notifications of premiums due or premium changes, by mail to the most current address in our files, to the Policyholder.

Premium Payment

The total premium paid by the Policyholder is the sum of premiums for all Covered Persons including any amounts contributed toward the cost of this insurance by Covered Persons. The initial premium is due on the Policy Effective Date and each succeeding premium is due on the next succeeding Premium Due Date, as shown in the *Schedule of Benefits*, unless the Policyholder and We agree to another mode of premium payment. Premiums are paid at our Administrative Office or to Our authorized agent.

If any premium is not paid when due, this Policy will be cancelled as of the Premium Due Date of the unpaid premiums, except as provided in the Grace Period provision.

Changes in Premium Rates

We may change the premium rates from time to time with at least 31 days advance written notice to the Policyholder. No change in rates will be made until 12 months after the Policy Effective Date. An increase in rates will not be made more often than once in a 12-month period. However, We reserve the right to change rates at any time if any of the following events take place:

1. the terms of this Policy change;
2. the number of Covered Persons increases or decreases by more than 10% since the later of the Policy Effective Date and the first day of the current Policy term;
3. coverage is reinstated following failure to pay premium during the Grace Period;
4. acquisition, merger, consolidation, divestiture, corporate reorganization or purchase or sale of assets affecting, increasing or decreasing by 10% or more the number of Covered Persons;
5. a change in the number of Covered Persons which would, on a manual rate basis, require a change of 10% or more in the premium rate;
6. a change in any federal or state law or regulation is enacted, adopted or amended to the extent that it affects Our benefit obligations under this Policy; or
7. the Policyholder fails to provide sufficient information, as required by Us, to confirm adequacy of premiums and rates currently being paid.

Any increase or decrease in rate will take effect on the date of the applicable change specified above. A pro-rata adjustment will apply from the date of the change to the end of any period for which premium has been paid.

Premium Audit

We will have the right to audit books and records of the Policyholder at its place of business and during regularly-scheduled business hours, in order to determine the accuracy of premium paid.

Reinstatement

If any renewal premium is not paid within the time granted the Policyholder per payment, a subsequent acceptance of premium by Us or by any agent duly authorized by Us to accept the premium, without requiring an application for reinstatement, shall reinstate the Policy. If We or our agent requires an application for reinstatement and issues a conditional receipt for the premium tendered, the Policy will be reinstated upon approval for the application by Us, or if not approved, upon the forty-fifth (45th) day following the date of the conditional receipt unless We have previously notified the Policyholder in writing of disapproval of the application. The reinstated Policy shall cover only loss resulting from any accidental injury sustained after the date of reinstatement that begins more than ten (10) days after that date. In all other respects We and the Policyholder shall have the same rights as they had under the Policy immediately before the due date of the defaulted premium, subject to any endorsements attached in connection with the reinstatement. Any premium accepted in connection with a reinstatement shall be applied to a period for which premium has not been previously paid, but not to any period more than sixty (60) days prior to the date of reinstatement.

CONDITIONS OF COVERAGE

This section describes the Conditions of Coverage under which benefits provided by this Policy become payable. Any benefits are payable only once, even though more than one Condition of Coverage may apply. Please read these and the Common Exclusions sections in order to understand all of the terms, conditions and limitations of coverage.

SPORTS COVERAGE

We will pay benefits provided by this Policy, subject to all applicable conditions and exclusion, when the Covered Person suffers a Covered Loss resulting directly and independently of all other causes from a Covered Accident that occurs while he is participating in one of the following Sports Covered Activities:

1. regularly-scheduled practice or training;
2. regularly-scheduled competition or exhibition game;
3. a scheduled tryout, workout session or team meeting;
4. a Supervised and Sponsored Sports Activity;
5. Covered Sports Travel.

Covered Sports Travel includes travel only within the United States, Canada and Mexico and only directly and without interruption:

1. between home and the premises of the Sports Organization;
2. between home and another meeting place designated by the Sports Organization;
3. between home and another site designated by the Sports Organization, where a Supervised and Sponsored Sports Activity is scheduled;
4. between the premises of the Sports Organization or other meeting place it designates and another site where a Supervised and Sponsored Sports Activity is scheduled.

Travel Coverage for Overnight Supervised and Sponsored Sports Activities Covered Sports Travel also includes travel by any common carrier providing transportation to a Supervised and Sponsored Sports Activity, within the United States, Canada and Mexico when the Covered Person's participation in or attendance at it requires him to be away from his normal residence for a stay of one or more nights. Coverage for travel to any Covered Activity that takes place outside the United States, Canada and Mexico will be covered only if We have agreed to it in writing.

Definitions

For purposes of this coverage:

Sports Organization means a: School; college or university; team; league; or other organization; as named in the Schedule of Benefits, that organizes, sponsors, supervises, schedules or otherwise provides Sports Covered Activities.

Supervised and Sponsored Sports Activity means a Covered Activity that:

1. takes place:
 - a. on a Sports Organization's premises during scheduled hours;
 - b. at another site at which the Covered Activity is scheduled; and
2. is sponsored; organized; or otherwise provided by the Sports Organization ;and
3. is supervised by a coach, referee, or by another adult specifically assigned supervisory duties and authority for that Covered Activity by the Sports Organization.

Covered Sports Travel means transportation on a bus or Private Passenger Automobile driven by an adult with a valid driver's license whom the Sports Organization has specifically designated to transport Covered Persons to a Supervised and Sponsored

Sports Activity.

Exclusions

1. This coverage will not be in effect during any sports activity unless it is sponsored; organized; supervised; scheduled; or otherwise provided by the Sports Organization named in the *Schedule of Benefits*.
2. This coverage will not be in effect during travel to any Covered Activity that takes place outside the United States, Canada and Mexico unless We have agreed in advance to provide it.
3. This coverage will not be in effect during the Covered Person's Personal Deviation unless specifically outlined in the Schedule of Benefits.

Other exclusions that apply to this coverage are in the *Common Exclusions* Section.

COMMON EXCLUSIONS

In addition to any benefit-specific exclusions, benefits will not be paid for any Covered Injury or Covered Loss which, directly or indirectly, in whole or in part, is caused by or results from any of the following unless coverage is specifically provided for by name in the *Description of Benefits* Section:

(1) preexisting conditions or diseases, as defined in section 52.2(u) of this Part, or section 3232 or 4318 of the Insurance Law, except for congenital anomalies of a covered dependent child; subject to limitations set forth in subdivision (f) of this section, sections 52.17(a)(27)-(28), 52.18(a)(5) and 52.20 of this Part;

(2) mental or emotional disorders, alcoholism and drug addiction, except that coverage must be made available or provided pursuant to section 52.7 of this Part and sections 3221 and 4303 of the Insurance Law. Medicare supplement insurance issued pursuant to section 52.11 of this Part and Part 58 of this Title shall not include limitations or exclusions which are more restrictive than those of Medicare for this type of benefit;

(3) pregnancy, except to the extent coverage is required pursuant to sections 3216, 3221, 3232, 4303, and 4318 of the Insurance Law, and except for complications of pregnancy as defined in section 52.2(e) of this Part, other than for policies defined in section 52.8 of this Part;

(4) illness, accident, treatment or medical condition arising out of:

(i) war or act of war (whether declared or undeclared); participation in a felony, riot or insurrection; service in the Armed Forces or units auxiliary thereto;

(ii) suicide, attempted suicide or intentionally self-inflicted injury;

(iii) aviation, other than as a fare-paying passenger on a scheduled or charter flight operated by a scheduled airline; and

(5) cosmetic surgery, except that cosmetic surgery shall not include reconstructive surgery when such service is incidental to or follows surgery resulting from trauma, infection or other diseases of the involved part, and reconstructive surgery because of congenital disease or anomaly of a covered dependent child which has resulted in a functional defect. However, if the policy provides hospital, surgical or medical expense coverage, including a policy issued by a health maintenance organization, then coverage and determinations with respect to cosmetic surgery must be provided pursuant to Part 56 of this Title (Regulation 183);

(6) foot care, in connection with corns, calluses, flat feet, fallen arches, weak feet, chronic foot strain or symptomatic complaints of the feet; unless the policy is issued as Medicare supplement insurance pursuant to section 52.11 of this Part and Part 58 of this Title, in which case the policy shall not include limitations or exclusions more restrictive than those of Medicare for this type of benefit;

(7) treatment provided in a government hospital; benefits provided under Medicare or other governmental program (except Medicaid), any State or Federal workers' compensation, employers' liability or occupational disease law; benefits to the extent provided for any loss or portion thereof for which mandatory automobile no-fault benefits are recovered or recoverable; services rendered and separately billed by employees of hospitals, laboratories or other institutions; services performed by a member of the covered person's immediate family; and services for which no charge is normally made;

(8) dental care or treatment, except for such care or treatment due to accidental injury to sound natural teeth within 12 months of the accident and except for dental care or treatment necessary due to congenital disease or anomaly;

(9) rest cures, custodial care and transportation, unless the policy is issued as Medicare supplement insurance pursuant to section 52.11 of this Part and Part 58 of this Title, in which case the policy shall not include limitations or exclusions more restrictive than those of Medicare for this type of benefit; and

(10) coverage while the insured is outside the United States, its possessions or the countries of Canada and Mexico.

DRAFT

SCOPE OF COVERAGE APPLICABLE TO MEDICAL EXPENSE BENEFITS

Covered expenses and any applicable Deductibles are shown in the *Schedule of Benefits*.

Other Health Care Plan Benefits

When another Health Care Plan provides benefits in the form of services rather than cash payments, We will consider the reasonable cash value of such service in determining whether any Deductible has been satisfied, or any amount by which any benefit provided by this Policy will be reduced.

Full Excess Medical Expense

We will pay Covered Expenses:

1. after the Covered Person has satisfied any applicable Deductible; and
2. only when they are in excess of amount payable by any Other Health Care Plan whether or not claim has been made for benefits it provides.

We will pay benefits without regard to any Coordination of Benefits provision in such Health Care Plan.

Any Covered Expenses payable under this provision will be reduced by the Other Health Care Plan Reduction Percentage shown in the *Schedule of Benefits* or the amount the other Health Care Plan would have paid had its services or facilities been utilized if:

1. the Covered Person has coverage under another Health Care Plan;
2. the Other Health Care Plan is an HMO, PPO or similar arrangement; and
3. the Covered Person does not use the facilities or services of the HMO, PPO or similar arrangement.

Covered Expenses will not be reduced for emergency treatment within 24 hours after a Covered Accident which occurred outside the geographic service area of the HMO, PPO or similar arrangement. This provision only applies when the Covered Person is covered for in-network benefits only.

Definitions For purposes of the Accident Medical Benefits provided by this Policy:

HMO or Health Maintenance Organization means any organized system of health care that provides health maintenance and treatment services for a fixed sum of money agreed and paid in advance to the provider or service.

PPO or Preferred Provider Organization means an organization offering health care services through designated health care providers who agree to perform those services at rates lower than non-Preferred Providers.

ACCIDENT MEDICAL EXPENSE BENEFITS

All policies issued in New York will include Mandated Benefits required by New York Insurance law to the extent that they are appropriate for the care and treatment of a Covered Injury sustained by a Covered Person.

We will pay benefits shown in the *Schedule of Benefits* for Covered Expenses Incurred by a Covered Person, subject to all applicable conditions and exclusions, for treatment of an injury that resulted directly and independently of all other causes from a Covered Accident.

Benefits will be paid:

1. when Covered Expenses Incurred exceed any applicable Deductible
2. as long as the first expense has been Incurred within the number of days specified in the *Schedule of Benefits*; and
3. until any applicable Benefit Period shown in the *Schedule of Benefits* has expired; and
4. until the total of Covered Expenses paid equals any applicable Benefit Limit or maximum Benefit shown in the *Schedule of Benefits*; and
5. until benefits paid equal the Maximum for Accident Medical Expense Benefits shown in The *Schedule of Benefits*.

Covered Expenses

Inpatient Hospital Services

Room and Board Expenses – We will pay for

1. confinement in an intensive or coronary care unit, up to the maximum daily benefit shown in the *Schedule of Benefits* for each day of such confinement; and
2. any other confinement, up to the maximum daily benefit shown in the *Schedule of Benefits* for each day of the Hospital Stay.

Miscellaneous Expenses – We will pay the Miscellaneous Expenses charged by a Hospital or ambulatory surgical center for outpatient surgery. Miscellaneous Expenses include, but are not limited to: X-ray; laboratory; in-Hospital physiotherapy; nurse services; orthopedic appliances; pre-admission tests; and all necessary charges other than room and board, for services received during a Hospital Stay.

Ambulatory Medical Center

We will pay Covered Expenses Incurred for medical or surgical treatment provided in a licensed facility that provides ambulatory surgical or medical treatment and is not a Hospital or Physician's office.

Emergency Room Treatment

We will pay Covered Expenses Incurred for outpatient emergency room treatment performed in a Hospital, up to the Maximum Benefit shown in the *Schedule of Benefits*. When emergency room treatment is immediately followed by admission to a Hospital, such treatment will be a Hospital Covered Expense.

Physician Services – We will pay Covered Expenses for Covered Expenses listed below.

Surgery

1. Covered Expenses charged for performing a surgical procedure. We will pay up to 100% of the Maximum Benefit for a surgical procedure shown in the *Schedule of Benefits*; and
2. Covered Expenses charged by an assistant surgeon assisting a Physician performing a surgical procedure
3. Covered Expenses charged for treatment of fractured and dislocated bones;

operations that involve cutting, incision and/or suturing of wounds; or any other surgical procedure, including aftercare, which is given in the outpatient department of a Hospital or an ambulatory surgical center

4. Any braces, splints or other devices required after surgery to ensure proper healing

Use of Physician's Surgical Facilities – Covered Expenses charged for the use of a Physician's surgical facilities.

Second Opinion or Consultation – Covered Expenses charged by a Physician for a second surgical opinion or consultation.

Physician's Assistant – Covered Expenses charged by a Physician's Assistant for other than pre-or post-operative care, second opinion or consultation:

1. for in-Hospital visits; and
2. for office visits.

Anesthesia and its administration – Covered Expenses charged by a Physician for anesthesia and its administration.

In-Hospital or Office Visits – Covered Expenses charged by a Physician for other than pre-or post-operative care, second opinion or consultation;

1. for in-Hospital visits; and
2. for office visits.

Outpatient X-ray, CT Scan, MRI and Laboratory tests

We will pay Covered Expenses Incurred, when prescribed by a licensed Physician, for X-ray except dental X-rays; CT Scans; MRI's; and laboratory tests.

Outpatient Physiotherapy

We will pay Covered Expenses Incurred for outpatient physiotherapy, when prescribed by a licensed Physician, which includes:(a) acupuncture;(b) microthermy;(c) chiropractic adjustment;(d) manipulation;(e) diathermy; (f) massage therapy;(g) heat treatment; and (h) ultrasound treatment.

Nursing Services

We will pay Covered Expenses Incurred for services other than routine Hospital care, rendered by a Nurse.

Ambulance Services

We will pay Covered Expenses Incurred for ground or air; ground ambulance service to transport a Covered Person from the place where a Covered Accident occurred to the nearest medically appropriate facility. We will pay Covered Expenses Incurred for ground or air ambulance transportation from the nearest medical facility to another appropriate medical facility if a Physician specifies in writing that specialized care not available in the first facility to which the Covered Person was transported is necessary to treat his injury.

Medical Equipment Rental

We will pay Covered Expenses Incurred for rental or, if less, for purchase of:

1. a wheelchair or hospital bed; or
2. other medical equipment that has permanent or temporary therapeutic value for the Covered Person and that can only be used by him. Permanent or therapeutic value is determined solely by Us. Examples of items that are not covered include but are not limited to: computers; motor vehicles and modifications thereof; and ramps and installation costs.

Medical Services and Supplies

We will pay Covered Expenses Incurred for:

1. blood and blood transfusions, including processing and administration; and
2. cost and administration of oxygen and other gasses.

We will not pay for storage of blood for any reason.

Dental Services

We will pay Covered Expense Incurred for dental treatment, including X-rays, for injury to a tooth:

1. with no fillings or cavities or only fillings or cavities that do not undermine the tooth cusps; and
2. for which pulpal tissues are healthy and intact; and
3. for which periodontal tissue shows little or no signs of active or chronic inflammation. For insurance review purposes, each tooth unit is evaluated under these criteria rather than a blanket rating of the whole mouth.

Covered Expenses include: examinations; X-rays; restorative treatment; endodontics; oral surgery; initial braces required for treatment of an injury; and treatment of gingivitis resulting from trauma.

Covered Expenses must be Incurred within the Benefit Period shown in the *Schedule of Benefits*. If there is more than one way to treat a dental problem, We will pay based on the least expensive procedure if that procedure meets commonly accepted standards of the American Dental Association.

Prescription Drugs

We will pay Covered Expenses Incurred for drugs that

1. can only be obtained through a Physician's written prescription; and
2. are approved for such prescription use by the Federal Drug Administration (FDA).

We will also pay Covered Expenses Incurred for drugs that meet (a) above and are prescribed by a Physician for therapeutic use not specifically approved by the FDA. The Covered Expense for a prescription drug is limited to the cost of a generic drug unless substitution of a generic drug is prohibited by law, no generic drug is available, or the Covered Person's Physician specifically request that a non-generic drug be dispensed.

ACCIDENT INDEMNITY BENEFITS

This Section describes the Accident Indemnity Benefits provided by this Policy. Benefit amounts and any applicable time requirements and limitations are shown in the *Schedule of Benefits*. Please read this and the *Common Exclusions* section in order to understand all of the terms, conditions and limitations applicable to these benefits.

All policies issued in New York will include Mandated Benefits required by New York Insurance law to the extent that they are appropriate for the care and treatment of a Covered Injury sustained by a Covered Person.

ACCIDENTAL DEATH AND DISMEMBERMENT BENEFITS

Covered Loss

We will pay the benefit for any one of the Covered Losses listed in the *Schedule of Benefits*, if the Covered Person suffers a Covered Loss resulting directly and independently of all other causes from a Covered Accident within the applicable time period specified in the *Schedule of Benefits*.

If the Covered Person sustains more than one Covered Loss as a result of the same Covered Accident, benefits will be paid for the Covered Loss for which the largest available benefit is payable.

If a Covered Accident causes the Covered Person's death, the total of all Benefits We will pay for Accidental Death and any other Covered Losses will not exceed the largest Benefit payable for a Covered Loss.

Definitions

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 all vision in one eye which is irrecoverable by natural, surgical or artificial means.

Loss of Speech means total and permanent loss of audible communication which is irrecoverable by natural, surgical or artificial means.

Loss of Hearing means total and permanent loss of ability to hear any sound in both ears which is irrecoverable by natural, surgical or artificial means.

Loss of a Thumb and Index Finger of the Same Hand or Four Fingers of the Same Hand means complete Severance through or above the metacarpophalangeal joints of the same hand (the joints between the fingers and the hand).

Paralysis or Paralyzed means total loss of use of a limb. A Physician must determine the loss of use to be complete and irreversible.

Quadriplegia means total Paralysis of both upper and both lower limbs.

Paraplegia means total Paralysis of both lower limbs or both upper limbs.

Hemiplegia means total Paralysis of the upper and lower limbs on one side of the body.

Exclusions The exclusions that apply to this benefit are in the *Common Exclusions* Section.

PRIVACY POLICY NOTICE

Philadelphia Indemnity Insurance Company

The Philadelphia Indemnity Insurance Company ("PIIC" or "We") value(s) your privacy and we are committed to protecting personal information that we collect during the course of our business relationship with you. The collection, use and disclosure of certain nonpublic personal information are regulated by law. This notice is for your information only and requires no action on your part. It will inform you about the types of information that we collect and how it may be disclosed. This does not reflect a change in the way we do business or handle your information.

INFORMATION THAT WE COLLECT:

We collect personal information about you from the following sources:

- Applications or other forms such as claims forms or underwriting questionnaires completed by you;
- Information about your transactions with us, our affiliates or others; and
- Depending on the type of transaction you are conducting with us, information may be collected from consumer reporting agencies, health care providers, employers and other third parties in order to service your policy.

INFORMATION THAT WE DISCLOSE:

We will only disclose the information described above to affiliates and non-affiliated third parties, as permitted by law, and when necessary to conduct our normal business activities.

For example, we may make disclosures to the following types of third parties:

- Your agent or broker (producer);
- Parties who perform a business, professional or insurance functions for our company, including our reinsurance companies;
- Independent claims adjusters, investigators, attorneys, other insurers or medical care providers who need information to investigate, defend or settle a claim involving you;
- Regulatory agencies in connection with the regulation of our business; and
- Lienholders, mortgagees, lessors or other persons shown on our records as having a legal or beneficial interest in your policy.

We do not sell your information to others for marketing purposes. We do not disclose the personal information of persons who have ceased to be our customers.

PROTECTION OF INFORMATION:

We maintain physical, electronic and procedural safeguards that comply with state and federal regulations to protect the confidentiality of your personal information. We also limit employee access to personally identifiable information to those with a business reason for knowing such information.

USE OF COOKIES:

We may place electronic "cookies" in the browser files of your computer when you access this website. Cookies are text files placed on your computer to enable our systems to recognize your browser and to tailor the information on our website to your interests. We or our third party service providers or business partners may place cookies on your computer's hard drive to enable us to match personal information that we maintain about you so that we are able to pre populate on-line forms with your information. We also use cookies to help us analyze use of our website to understand which areas of our site are most useful to you. You may refuse the use of cookies by selecting the appropriate settings on your browser. Please note that if you do this, you may not be able to use the full functionality of the website.

YOUR RIGHTS REGARDING YOUR INFORMATION:

You have the right to submit a written request for access to your recorded Personal Information. Within 30 business days of receipt of your request, we must inform you of the nature and substance of your recorded Personal Information, permit you to view and copy it in person, or receive a copy by mail of your recorded Personal Information, and receive names of persons or entities to whom we have disclosed Personal Information about you in the last two years. There are some types of information, however, to which we are not required to give you access. Information collected for the evaluation of a claim, or when the possibility of a lawsuit exists, will not be disclosed. If your records contain medical information, we may ask you to name a licensed medical professional to whom we can send such information so that it may be properly explained. You may be charged a fee if we copy your Personal Information for you.

You have the right to request that we correct, amend or delete any recorded Personal Information that you believe is inaccurate. Within 30 business days of receipt of your request, we will correct, amend or delete the inaccurate recorded Personal Information or notify you the reason(s) that we are unable to make the change. If you disagree with our decision, you have the right to submit a concise statement for your file setting forth the reasons you disagree with us and/or the correct, relevant or fair information. If you request, we will provide you with a summary of our procedures by which you may request correction, amendment or deletion of your recorded Personal Information.

If we use an independent consumer reporting agency or insurance-support organization to prepare a report on you, you have the right to be personally interviewed by them. Information you give during an interview will be included in the report sent to us. If you wish to be interviewed, please tell us how the agency or organization may contact you, and every effort will be made to interview you. Even if you are not interviewed, you have the further right to request that the reporting agency or insurance-support organization provide you with a copy of the report it makes. Information obtained by a report prepared by an insurance support organization may be retained by that organization and disclosed to other persons. Write us at the address in this notice and we will give you the name and address of any agency or support organization we have used to prepare a report on you so that you can contact them directly to find out more about that report.

CONTACT US: Philadelphia Indemnity Insurance Company, One Bala Plaza, Suite 100, Bala Cynwyd, PA 19004 ATTN: Chief Privacy Officer