

CERTIFICATE OF STUDENT BLANKET ACCIDENT INSURANCE
issued by
COMMERCIAL TRAVELERS MUTUAL INSURANCE COMPANY
School Plans Service Office • 70 Genesee Street Utica, New York 13502

The Company hereby certifies that all eligible students of the Policyholder are insured for losses resulting from accidental bodily Injury, to the extent stated herein, under the provisions of policy form CTSA1-03 (Rev. 04). The Policyholder is the school or school district to which the Company has issued policy form CTSA1-03 (Rev. 04).

IMPORTANT NOTICE: The insurance evidenced by this Certificate provides Accident Insurance ONLY. It does NOT provide benefits for basic hospital, basic medical or major medical insurance as defined by the New York State Insurance Department.

EXCESS INSURANCE: This policy provides Excess Insurance Benefits Only. See Page 3.

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PART 1—DEFINITIONS: The terms listed below, as used in this Certificate, have the meanings stated.

Injury means accidental bodily injury, directly and independently of all other causes, that occurs during the policy term and while the Insured Student is:

1. Attending school during the days and the hours when school is in session, including summer school;
2. Traveling directly and without delay to and from the Insured Student's residence and school for regular school sessions, with one hour before school starts and one hour after school is over (longer if school bus requires);
3. Participating in or attending scheduled activities that are organized, sponsored and continuously supervised solely by the school and school employees. Coverage is afforded for school-furnished and school-supervised travel to and from such activities.

Deductible Amount is the total of eligible expenses that must be incurred, as the result of any one Injury, during the Insured Student's term of insurance before medical expense benefits are payable under the Policy.

Deferred Dental Benefit means payment, up to the amount specified, for treatment that otherwise would be covered under the Policy, that the attending dentist certifies must be done more than 156 weeks after the date of the accident causing Injury.

Eligible Expense means the charges incurred for treatments or services prescribed by a Physician for the treatment of any one covered accident. Any benefits payable for such treatments and services may not exceed the amounts shown in Part 2 Medical Expense Benefits.

Eligible Students means all persons enrolled as full-time students of the Policyholder.

Hospital means an institution that: (1) Operates as a Hospital pursuant to law; (2) Operates primarily for the reception, care and treatment of sick or injured persons as inpatients; (3) Provides 24-hour nursing service by or under the supervision of Registered Nurses on duty or on call; (4) Has a staff of one or more Physicians available at all times; (5) Provides organized facilities for diagnosis, treatment and surgery either on its premises or in facilities available to it on a pre-arranged basis; and (6) 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]).

Insured Student means an eligible student for whom the premium specified in the Policy Schedule has been paid. No contribution toward the premium is required of any Insured Student.

Outpatient means covered treatment when the Insured Student is not Hospital-confined.

Physician means a practitioner of the healing arts acting within the scope of his or her license.

Physiotherapy includes diathermy, heat treatment, adjustment, manipulation and massage.

Radiology includes, but is not limited to, X-rays, magnetic resonance imaging (MRI) and computerized axial tomography (CAT-scan).

Schedule with reference to surgery means the State of New York Certified Surgical Fee Schedule in effect on the Policy Effective Date.

Surgery includes the repair of lacerations with sutures, reduction or casting of fractures, dislocations, sprains or strains, and any cutting operation.

Usual and Customary (U&C) means the usual and customary charges in the area where the treatment or service is provided.

"We," "Us," "Our" or the Company means Commercial Travelers Mutual Insurance Company.

Part 2—MEDICAL EXPENSE BENEFITS

If the Insured Student incurs Eligible Expenses as the result of a covered Injury, We will pay the covered percentage of the Usual and Customary charges incurred within 156 weeks after the date of the accident, in excess of the Deductible, if any, up to \$25,000.00. The first such expense must be incurred within 60 days after the date of a covered accident.

The Covered Percentage is 100%.

The Deductible amount for any one covered Injury is \$0.00

Eligible Expense means the charged incurred for the following medical treatments and services when prescribed by a Physician, not to exceed the amounts shown for any one covered accident.

- 1. Medical and surgical care by a Physician;
- 2. Hospital care and medical services and supplies as an inpatient or outpatient (Inpatient charges are limited to semi-private room rate charges.);
- 3. Radiology;
- 4. Prescription drugs and medicines;
- 5. Orthopedic appliances;
- 6. Ambulance service from the scene of the accident to the nearest Hospital;
- 7. Dental treatment of sound natural teeth with a deferred dental benefit of \$1,000.00; and
- 8. Replacement of eyeglasses and/or frames, contact lenses or hearing aids broken as the result of a covered Injury requiring medical treatment.

Part 3—Accidental Death and Dismemberment Benefit—If a Covered Injury results in any of the losses specified below within 100 days of the date of an Accident, We will pay the applicable amount shown in the Policy Schedule.

For loss of:

Life	\$ 5,000 (The Principal Sum)
Two or more members	\$10,000 (The Double Dismemberment Benefit)
One Member	\$ 5,000 (The Single Dismemberment Benefit)

As used in this benefit, **member** means hand, foot or eye. Loss of hand or foot means the complete severance of member above the wrist or ankle joint. Loss of eye means the total permanent loss of sight.

If the Principal Sum is payable, no benefit will be paid for dismemberment. In any event, the Double Dismemberment Benefit is the maximum amount payable under this Part for all losses resulting for any one covered accident.

Part 4—Home Health Care Benefit—If the Insured Student requires any of the home health services listed below as the result of a covered Injury, We will pay the benefits shown for expenses incurred within 156 weeks after the date of a covered accident.

1. Part-time or intermittent nursing care by or supervised by a Registered Nurse (R.N.);
2. Part-time or intermittent patient care services by a home health aide;
3. Physical, occupational or speech therapy provided by a Home Health Care Agency;
4. Medical supplies, drugs and medications prescribed by a Physician; and
5. Laboratory services by or on behalf of a certified Home Health Agency to the extent such items would have been covered if the Insured had been hospitalized or confined in a skilled nursing facility.

We will pay 75% of the Usual and Customary charges incurred for the above services, minus a \$50.00 annual deductible, when services are provided by a Home Health Care Agency.

As it pertains to this benefit, **Home Health Care Agency** means a facility licensed as such pursuant to Article 36 of the Public Health Law.

This benefit is payable only if the home health care plan is set up and approved in writing by the attending Physician. The Physician must certify that the proper treatment of the Injury would require a Hospital stay, but for the home health care plan.

We will pay the expenses incurred for not more than 40 home health visits in any period of twelve (12) consecutive months. Each visit by a member of a home health care team and each four hours of home health care aide service will count as a visit.

This benefit does not cover:

1. Services furnished outside the State of New York;
2. Persons who are not residents of the State of New York;
3. Persons who are eligible for Medicare;
4. Services that are not part of a home health care plan;
5. Services provided by a member of the Insured Student's household;
6. Custodial care or transportation; or
7. Any period during which the Insured Student was not under the care of a Physician.

Part 5—Limitations of Coverage—The Policy does not cover:

1. Injuries sustained during the practice or play of interscholastic senior high football, both varsity and junior varsity, including travel to and from games and practices, unless such coverage was elected on the application by the Policyholder and We have received the appropriate premium.
2. Any Injury sustained at the Insured Student's home or residence or surrounding property.
3. Sickness or disease in any form, except pyogenic infections due to an accidental cut or wound.
4. Air travel or the use of any device or equipment for aerial navigation, except as a fare-paying passenger on a regularly scheduled commercial airline.
5. Any loss for which benefits are payable under Workers' Compensation law or similar legislation or under any mandatory no-fault automobile insurance.
6. Any medical expenses for which benefits would be payable, in the absence of this insurance, under any other group or blanket health insurance or medical service plan.
7. Injuries resulting from war or any act of war, declared or undeclared.

EXCESS INSURANCE: We will not provide benefits when such benefits are paid or payable by Other Valid and Collectible insurance, including HMO's and PPO's. Our liability for benefits payable due to expenses incurred will be limited to the part of the expenses, if any, that is in excess of the total benefits paid or payable by Other Valid and Collectible Insurance on an expense incurred or provision of service basis. **OTHER VALID AND COLLECTIBLE INSURANCE** means coverage subject to regulation by insurance law or by insurance authorities of this or any state of the United States or any province of Canada that is provided by Organizations, Union Welfare Plans, Hospital or Medical Service organizations, employer/employee benefit organizations, group insurance, health maintenance organizations, preferred provider organizations, and automobile medical payment insurance. We will pay benefits in excess of coverage provided by the Insured Person's HMO or PPO.

Part 6—General Policy Provisions

Notice of Claim: We must receive written notice of claim within 30 days after the occurrence or commencement of any loss covered by the Policy or as soon thereafter as reasonably possible. Such notice may be sent to Us at Our Student Plans Service Office, 70 Genesee St., Utica, New York 13502 or to any agent authorized to receive such notice. This notice should include enough information to identify the Insured Student.

Claim Forms: When We receive the notice of claim, We will send forms for filing proof of loss. If these forms are not sent within 15 days, the claimant will meet the Proof of Loss requirements by giving Us a written statement of the nature and extent of loss within the time stated in the Proofs of Loss provision.

Proofs of Loss: If the Policy provides for periodic payment for a continuing loss, written proof of loss must be given to Us within 90 days after the end of each period for which We are liable. If it was not reasonably possible to give us written proof in the time required, We will not reduce or deny a claim for this reason if the proof is filed as soon as reasonably possible. In any event, the proof required must be given no later than one year from the time specified unless the claimant did not have legal capacity.

Time of Payment of Claims: We will pay any benefit due under the Policy immediately upon due written proof of loss.

Payment of Claim: Subject to any written direction of the Insured Person in an application or otherwise, any benefits provided by the Policy may, at Our option and unless the Insured Person requests otherwise in writing not later than the time for filing proof of such loss, be paid directly to the provider rendering services. It is not required that the service be rendered by a particular hospital or health care provider.

Benefits for loss of life will be payable in accordance with the beneficiary designation and the provisions respecting such payment which may be prescribed herein and effective at the time of payment. If no such designation or provision is then in effect, any death benefit will be payable to the estate of the Insured Person. Any other accrued benefits unpaid at the Insured Person's death may, at Our option, be paid either to such beneficiary or to the Insured Person's estate.

If benefits are payable to the estate of an Insured Person or to a person not legally competent to give a valid release, We can pay benefits up to \$1,000.00 to someone related to the Insured Person by blood or marriage whom We consider to be entitled to the benefits. We will be discharged to the extent of any such payment made in good faith.

Physical Examination and Autopsy: We, at Our expense, have the right to have an Insured Person examined as often as reasonably necessary while a claim is pending. We, at Our expense, may also have an autopsy made unless prohibited by law.

Legal Actions: No legal action may be brought to recover on the Policy prior to 60 days after written proof of loss has been given as required by the Policy. No such action may be brought after three years from the time written proof of loss is required to be given.

Conformity With State Statutes: Any provision of the Policy that, on its Effective Date, is in conflict with the laws of the state in which it is issued is amended to conform to the minimum requirements of such laws.

Part 7—Additional Provisions

Assignment: We do not assume the responsibility for the validity of an assignment.

Waiver of Our Rights: The following will not operate as a waiver of Our right in defense of any claim arising under the Policy:

1. Our acknowledgment of the receipt of notice given under the Policy; or
2. The furnishing of forms for filing proofs of loss; or
3. The acceptance of such proof; or
4. The investigation of any claim hereunder.

Choice of Physician: An Insured Person will have free choice of legally qualified Physician or health care provider.