

HIGHLIGHTS OF THE MANDATORY ACCIDENT PLAN—CLASS 2

- Options for \$10,000 or \$25,000 Medical Maximum
- Benefits will be paid if the covered person suffers a covered injury from a covered accident that occurs while the covered person is attending or participating in a covered activity (except interscholastic sports)
- Coverage is included while on the location or premises of the policyholder:
 - During its normal hours;
 - During scheduled functions; and
 - During other periods while the covered person is participating in a sponsored, sanctioned and/or supervised activity of the policyholder

EFFECTIVE AND TERMINATION DATES: Coverage for the Sports Accident Plan or Mandatory accident Plan will begin on the date an application and payment of the required premium are received by the authorized agent, but in no event, prior to the opening day of school or authorized sports practice and will terminate at the end of the period for which the last premium was paid (the date the certificate ends).

THE CONNECTICUT REPRESENTATIVE

Vincent D. Colonna has over 40 years of experience in Student Accident Insurance. His agency has been providing -numerous school systems in Connecticut with Student Accident Insurance since 1980. The staff at Colonna Insurance Services, LLC will be available to school administrators and parents to answer questions and provide assistance.

CLAIMS PROCEDURES

Schools will be supplied with simplified claim forms. When injuries are reported the claim form should be completed and sent to: Wellfleet Insurance Company, c/o Wellfleet Group, LLC, PO Box 15369, Springfield, MA 01115-5369

The Claim Department toll free number is (877) 657-5039

IMPORTANT NOTICE— THIS IS AN EXCESS PLAN

Full Excess Medical Expense

The Company will pay covered expenses, up to the Full Excess Medical Benefit shown in the *Schedule of Benefits* after the covered person satisfies any deductible, secondary to any other health care plan the covered person may have. Benefits payable will be limited to that part of the covered expense, if any, which is in excess of the total benefit payable for the same injury under any other health care plan:

1. After the covered person satisfies any applicable deductible; and
2. Without regard to any Coordination of Benefits provision in any other health care plan.

If the other health care plan also provides benefits on a full excess basis, benefits under the certificate will be matched with the other health care plan to allow 50% of any covered expenses up to the Full Excess Medical Benefit shown in the *schedule of benefits*. Benefits paid under the certificate will not exceed:

1. Any applicable maximum; and
2. 100% of the covered expense incurred when combined with benefits paid by any other health care plan.

A covered person's entitlement to any other health care plan will be determined as if the certificate did not exist and will not depend on whether timely application for benefits from any other health care plan is made by or on behalf of the covered person.

Benefits under the certificate will be reduced to the extent that benefits for covered expenses are covered by any other health care plan whether or not a claim is made for such benefits.

BENEFITS UNDER THE PLANS

The *Schedule of Benefits* provides a brief outline of the coverage and benefits provided by this plan. Please see the Certificate for full details.

Coverage is non-contributory to the **Covered Person**.

COVERED PERSONS:

Eligible Class(es) of Covered Persons

Class 1 (Sports)

Description of Class

all Sports participants coaches and managers of the policyholder stated on the application

Class 2 (Mandatory)

all eligible students of the policyholder

ACCIDENTAL DEATH AND DISMEMBERMENT BENEFITS – Class 1 and Class 2	
Principal Sum	\$10,000
Loss must occur within	365 days of the covered accident
SCHEDULE OF COVERED LOSSES	
Covered Loss	Benefit
Loss of Life	Principal Sum
Loss of Both Hands or Both Feet	Principal Sum
Loss of One Hand and One Foot	Principal Sum
Loss of Sight of Both Eyes	Principal Sum
Loss of One Hand or foot and Sight of One Eye	50% of Principal Sum
Loss of One Hand or One Foot	50% of Principal Sum
Loss of Thumb and Index Finger of the Same Hand	50% of Principal Sum
Loss of all Four Fingers of the Same Hand	50% of Principal Sum
Loss of all the Toes of the Same Foot	50% of Principal Sum
Loss of Thumb	25% of Principal Sum
Loss of Sight in One Eye	50% of the Principal Sum
Loss of Speech and Hearing (in both ears)	Principal Sum
Loss of Speech	50% of the Principal Sum
Loss of Hearing in both ears	50% of the Principal Sum

ACCIDENT MEDICAL BENEFITS

Any benefit limits and coinsurances for *Accident Medical Benefits* apply, unless otherwise specified, on a per covered accident basis. Any applicable deductibles must be satisfied within the time periods specified before benefits are payable.

The covered injury must result directly and independently of all other causes from a covered accident.

Covered Expenses for which benefits are payable are outlined below. Unless otherwise indicated, benefits are payable as a percentage of usual and reasonable charges.

SCOPE OF COVERAGE APPLICABLE TO ACCIDENT MEDICAL BENEFITS – Class 1 Only

Full Excess Medical Maximum	\$1,000,000 per covered accident
Accident Medical Coinsurance	100% of usual and reasonable charges
Individual disappearing Medical deductible	\$0
Benefit Period - Individual must be covered under this plan at the time of the accident causing the loss	104 weeks from the date of the covered accident
Treatment window: - First covered expenses must be incurred within	90 days of the covered accident

SCOPE OF COVERAGE APPLICABLE TO ACCIDENT MEDICAL BENEFITS – Class 2 Only

Full Excess Medical Maximum	\$10,000 or \$25,000 per covered accident based on coverage selected by the policyholder
Accident Medical Coinsurance	100% of usual and reasonable charges
Individual disappearing Medical deductible	\$0
Benefit Period - Individual must be covered under this plan at the time of the accident causing the loss	52 weeks from the date of the covered accident
Treatment window: - First covered expenses must be incurred within	90 days of the covered accident

ACCIDENT MEDICAL BENEFITS – Class 1 and Class 2

Covered Expenses	Coverage and Other Limits
Inpatient Hospital Services	
Hospital Room & Board Expenses and miscellaneous services and supplies. Subject to Semi-Private room rate unless intensive care unit is required.	The coinsurance amount shown above after the Individual medical deductible is met
Skilled nursing facility	The coinsurance amount shown above after the Individual medical deductible is met
Minimum Inpatient hospital stay prior to confinement in Skilled nursing facility .	3 consecutive days per covered accident
Maximum Number of Skilled nursing facility days	120
Outpatient Facilities	
Ambulatory Medical or Surgical Center	The coinsurance amount shown above after the Individual medical deductible is met
Outpatient Hospital Services	The coinsurance amount shown above after the Individual medical deductible is met
Emergency Room Expenses	The coinsurance amount shown above after the Individual medical deductible is met
Home Health Care	The coinsurance amount shown above after the Individual medical deductible is met
Minimum Inpatient hospital stay , including inpatient hospital stays in a skilled nursing or rehabilitation facility , prior to receiving Home Health Care services	3 consecutive days
Home health care must begin within	10 consecutive days after the Minimum Inpatient hospital stay
Maximum Number of home health care visits	120 per covered accident
Rehabilitation Facility	The coinsurance amount shown above after the Individual medical deductible is met
Maximum Number of days	90 per covered accident

Physician Services	
Surgery	The coinsurance amount shown above after the Individual medical deductible is met
Assistant Surgeon	The coinsurance amount shown above after the Individual medical deductible is met
Urgent Care Expenses	The coinsurance amount shown above after the Individual medical deductible is met
Second Opinion or Consultation	The coinsurance amount shown above after the Individual medical deductible is met
Physician Assistant	The coinsurance amount shown above after the Individual medical deductible is met
Anesthesia and its Administration	The coinsurance amount shown above after the Individual medical deductible is met
In-Hospital or Office Visits	The coinsurance amount shown above after the Individual medical deductible is met
Outpatient X-ray, CT Scan, MRI and Laboratory Tests	
Outpatient X-Rays, CT Scans & MRIs and Laboratory Tests	The coinsurance amount shown above after the Individual medical deductible is met
Outpatient Services and Supplies	
Outpatient Physical Therapy	The coinsurance amount shown above after the Individual medical deductible is met
Maximum Visits Per Day	1
Maximum physical therapy visits	20 per covered accident
Outpatient Occupational and Speech Therapy	The coinsurance amount shown above after the Individual medical deductible is met
Maximum Visits Per Day	1
Maximum Occupational and Speech Therapy visits combined	20 per covered accident combined
Nursing Services- Private Duty Nursing	The coinsurance amount shown above after the Individual medical deductible is met
Ambulance Services	The coinsurance amount shown above after the Individual medical deductible is met
Durable Medical Equipment and Orthopedic Braces and Appliances	The coinsurance amount shown above after the Individual medical deductible is met
Medical Services and Supplies	The coinsurance amount shown above after the Individual medical deductible is met
Prosthetic Devices	The coinsurance amount shown above after the Individual medical deductible is met
Dental Services	The coinsurance amount shown above after the Individual medical deductible is met
Prescription Drugs	The coinsurance amount shown above after the Individual medical deductible is met
Eyeglasses, Contact Lenses, Hearing Aids, Artificial Dental Devices	The coinsurance amount shown above after the Individual medical deductible is met
Accidental Ingestion of Controlled Drugs	The coinsurance amount shown above up to a maximum of \$500
Other benefits – Class 1 Only	
Expanded Medical Benefit for Covered Sports Conditions	Same as any other covered loss , subject to the limitations described in the benefit
Covered Sports Conditions	bursitis; sprains; hernia; muscle tears; tendonitis; stress fractures; shin splints; injury to joints and surrounding muscle and tissue; tennis elbow; and repetitive motion injuries
Heart and Circulatory Conditions	Same as any other covered loss , subject to the limitations described in the benefit
Covered Heart and Circulatory Conditions	heat exhaustion
First symptoms must be medically diagnosed within	24 hours of participation in a covered activity

DEFINITIONS

In the **certificate**, certain words have specific meanings. The words defined below and **bold** within the text of this **certificate** have the meanings set forth below.

Accident or Accidental means a sudden, unexpected, specific and abrupt event that occurs by chance at an identifiable time and place while the **covered person** is covered under this **certificate**.

Ambulatory Medical or Surgical Center means any licensed public or private establishment which:

1. has an organized medical staff;
2. has permanent facilities that are equipped and operated mainly for the purpose of providing medical or **surgical** treatment;
3. provides continuous services of **physicians** and registered **nurses**, whenever a patient is in the facility; and
4. does not provide services or other accommodations for patients to stay overnight.

Benefit Period means the period of time from the date of the **covered accident**, as shown in the Schedule of Benefits, **covered expenses** are payable for treatment of a **covered injury**.

Certificate means the **certificate** issued by us.

Coinsurance means the percentage of **usual and reasonable charges** we pay for **covered expenses** that are **incurred** by the **covered person** after the **covered person** satisfies any applicable **deductible**. **Coinsurances** are shown in the *Schedule of Benefits*.

Company or We, Us, Our means Wellfleet Insurance Company, domiciled in Fort Wayne Indiana.

Covered Accident is an **accident** that results, directly and independently of all other causes, in a **covered injury** or **covered loss** and meets all of the following conditions:

1. Occurs while the **covered person** is insured under this **certificate**;
2. Occurs under one of the **conditions of coverage** specified in the **conditions of coverage** section of this **certificate**;
3. Is not contributed to by disease, **sickness**, or mental or bodily infirmity;
4. Is not otherwise excluded under the terms of this **certificate**.

Covered Activity means an activity or event that:

1. Takes place under one of the **conditions of coverage** specified in the **conditions of coverage** section of this **certificate**; and
2. Is sponsored, organized, scheduled or otherwise provided by the **policyholder** or.

The activity or event must be under sole direct supervision of qualified **policyholder** authorities and may, if specified in this **certificate**, include **policyholder** sponsored and supervised travel to and from such an activity or event.

Covered Expenses means the **usual and reasonable** charges for services or supplies listed in the *Schedule of Benefits*, and described in the **Accident Medical Benefits** section, that the **covered person** incurred during the **benefit period** for **medically necessary** treatment of a **covered injury**. A **physician** must recommend and approve these services or supplies. A **covered expense** is deemed to be **incurred** on the date treatment, service, or supply that gave rise to the expense or the charge, was rendered or obtained.

Covered Injury means any bodily harm that results, directly and independently of all other causes, from a **covered accident** and occurs while such a person is participating in a **covered activity**. A **covered injury** does not include aggravation of an injury sustained before the **covered accident**.

Covered Loss means a loss:

1. Which is the result of a **covered injury** to the **covered person**;
2. For which benefits are payable under this **certificate**; and
3. Which is not otherwise excluded under the terms of this **certificate**.

Covered Person means a person who is eligible for coverage as identified in the *Schedule of Benefits* for whom proper premium payment has been made, and who is insured under this **certificate**.

Daily Living Services means cooking, feeding, bathing, dressing and personal hygiene services performed by a **home health aide** which are necessary to the **covered person's** care and health.

Deductible means the amount of **covered expenses** that the **covered person** must **incur**, as applicable, before benefits are paid under this **certificate**. The **deductible** may apply to each **covered accident** or each **policy term**, as shown in the *Schedule of Benefits*.

Disappearing Deductible means a dollar amount of **covered expenses** the **covered person** must pay before we pay any benefits under this **certificate**. The **Deductible** may be satisfied by other valid and collectible insurance or plan. The **disappearing deductible** is shown on the *Schedule of Benefits*.

Durable Medical Equipment means a device which:

1. Is primarily and customarily used for medical purposes, is specially equipped with features and functions that are generally not required in the absence of **sickness** or **covered injury** and is able to withstand repeated use;
2. Is used exclusively by the **covered person**;

3. Is routinely used in a **hospital** but can be used effectively in a non-medical facility;
4. Can be expected to make a meaningful contribution to treating the **covered person's covered injury**;
and
5. Is prescribed by a **physician** and the device is **medically necessary** for rehabilitation.

Durable Medical Equipment does not include:

1. Comfort and convenience items;
2. Equipment that can be used by **immediate family members** other than the **covered person**;
3. Health exercise equipment; and
4. Equipment that may increase the value of the **covered person's** residence.

Home means the structure or land on which the **covered person** permanently resides.

Heart or Circulatory Malfunction means disease or illness of the heart or circulatory system for which: (1) the symptom(s) of such malfunction(s) is (are) first medically treated while this **certificate** is in force with respect to such **covered person** and within 24 hours after participation in a **covered activity**, and (2) such **covered person** has not, prior to the date of such participation in the **covered activity**, been diagnosed with, or received any medication for any myocardial infarction, angina pectoris, coronary thrombosis or a cerebral vascular incident; and before such participation the **covered person** has not been medically advised of or received any medical treatment for such disease or illness.

Home Health Care Agency means an agency that:

1. Is constituted, licensed and operated under the provision of Title XVIII of the Federal Social Security Act, or qualified to be so operated if application was made, and certified by the jurisdiction in which the **home health care plan** is established; and
2. Is engaged primarily in providing **skilled nursing facility** services and other therapeutic services in the covered person's home under the supervision of a **physician** or a **nurse**; and
3. Maintains clinical records on all patients.

Home Health Aide is a person who is not an Immediate Family Member or anyone who lives with the **covered person** and:

1. Provides care of a medical or therapeutic nature, or who provides **daily living services**; and
2. Reports to and is under the direct supervision of a **home health care agency**.

Home Health Care means a plan for your continued care and treatment while at home and under the care of your **physician** or **nurse** but only if:

1. continued hospitalization would have been required if **home health care** was not provided, except in the case of you being diagnosed by your **physician** or **nurse** as terminally ill with a prognosis of six months or less to live, and
2. your **physician** or **nurse** establishes and approves in writing the plan of treatment covering the **home health care** service within seven days following termination of a hospital confinement as a resident inpatient for the same or a related condition for which you were hospitalized, except that in the case of you being diagnosed by your **physician** or **nurse** as terminally ill with a prognosis of six months or less to live, such plan may be so established and approved at any time irrespective of whether you are so confined or, if you are so confined, irrespective of such seven-day period, and
3. your home health care commenced within 7 days following your hospital discharge, except in the case of you being diagnosed by your **physician** or **nurse** as terminally ill with a prognosis of six months or less to live.

Hospital means an institution that meets all of the following:

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

The term **hospital** does not include a clinic, facility, or unit of a **hospital** for:

1. Rehabilitation, convalescent, custodial, educational or nursing care;
2. The aged, drug addicts or alcoholics;
3. A Veteran's Administration **hospital** or Federal Government **hospitals** unless the **covered person incurs** an expense and there is a legal obligation to pay.

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 separated by at least 90 days.

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

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**.

Inpatient means if the **covered person** is confined for at least one full day's **hospital** room and board. The requirement that the **covered person** be charged for room and board does not apply to confinement in a Veteran's Administration **hospital** or Federal Government **hospital** and in such case, the term "**inpatient**" shall mean that the **covered person** is required to be confined for a period of at least a full day as determined by the **hospital**.

Intramural Sport means a sport which:

1. Is approved by the Sports Director or Athletic Director of the participating **school**; and
2. Involves only students at the same **school**; and
3. Takes place within the walls, boundaries and grounds of said **school** or at another location approved by the **policyholder**.

Interscholastic Sport means a sport which:

1. Has been accorded varsity or junior varsity status by the participating **school**; and
2. Is administered by such **school's** department of **interscholastic** athletics.

Medically Necessary/Medical Necessity means care, services or supplies provided to the **covered person**, solely by or at the direction of a treating **physician** exercising prudent medical judgment and acting independently of the **company**, for the purpose of evaluating, diagnosing or treating a **covered injury** sustained as the direct result of a **covered accident**, that are:

1. In accordance with generally accepted standards of medical practice;

2. Clinically appropriate, in terms of type, frequency, extent, site and duration;
3. Considered effective for the **covered injury**;
4. Not primarily for the **covered person's** convenience, the **covered person's physician** or any other **physician**; and
5. Not more costly than an alternative service or sequence of services at least as likely to produce equivalent therapeutic or diagnostic results for the diagnosis or treatment of a **covered injury**.

For the purposes of this definition, *Generally Accepted Standards of Medical Practice* means:

- a. Standards that are based on credible scientific evidence published in peer-reviewed, medical literature generally recognized by the relevant medical community;
- b. **Physician** and health care provider specialty society documents;
- c. The views of **physicians** and health care providers practicing in the relevant clinical areas; and
- d. Any other relevant factors.

Nurse means a licensed graduate registered **nurse** (R.N.) or a licensed practical **nurse** (L.P.N.) who is not:

1. The **covered person**;
2. The **covered person's immediate family member** or the **covered person's spouse**;
3. A person living in the **covered person's** household; or
4. A person employed or retained by the **policyholder**.

Outpatient means the **covered person** receives **medically necessary** services and supplies while not an **inpatient** in a **hospital**.

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

1. Insurance policies;
2. Subscriber contracts;
3. Uninsured or self-funded agreements or arrangements;
4. Coverage provided through **Health Maintenance Organizations, Preferred Provider Organizations** and other prepayment, group practice an 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.

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

Physician means a licensed health care provider practicing within the scope of their license and rendering care and treatment to the **covered person** that is appropriate for the condition and locality, and who is not:

1. The **covered person**;
2. The **covered person's immediate family member** or the **covered person's spouse**;
3. A person living in the **covered person's** household;
4. A person employed or retained by the **policyholder**; or
5. A person providing homeopathic, aroma-therapeutic, or herbal therapeutic services.

Policyholder means the entity, named on this **certificate's** face page, to which the **company** issues this **certificate**.

Policy Term means the time period defined for the **policyholder** shown in this **certificate**.

Pre-existing Condition means a disease or physical condition for which the **covered person** received medical advice or treatment in the 12-month period before the **covered person's** coverage became effective under the **policy**.

Principal Sum means the amount payable for each Insured within a plan year as shown in the *Schedule of Benefits*.

Rehabilitation Facility means a legally operating institution or part of an institution which has a transfer agreement with one or more **hospitals** and which:

1. Is primarily engaged in providing comprehensive multi-disciplinary physical rehabilitative services or rehabilitation **inpatient** care; and
2. Is duly licensed by the appropriate government agency to provide such services; and
3. Is required to be accredited by the Joint Commission on Accreditation of Health Care Organizations or the Commission on Accreditation of **Rehabilitation** Facilities.

A **rehabilitation facility** does not include institutions which provide only minimal care, custodial care, care for the terminally ill, part-time care, or services or facilities for drug abuse or alcoholism.

School means the participating **school** where the **covered person** is enrolled. The **school** must be licensed or accredited, as applicable, by the jurisdiction where it is located, to provide the care, education or training for which the **covered person** is enrolled.

Sickness means a physical or mental illness, including pregnancy.

Skilled Nursing Facility means an institution operating pursuant to applicable law and engaged in providing, for a fee, **inpatient skilled nursing care** and related services and **physical therapy** services under the supervision of a **physician** and registered **nurses**. A **skilled nursing facility** must maintain medical records on all its patients. Treatment rendered in a **skilled nursing facility** does not include routine custodial care.

Surgical Procedure means:

1. A cutting procedure;
2. Suturing a wound;
3. Treatment of a fracture;
4. Reduction of a dislocation;
5. Electrocauterization;
6. Diagnostic and therapeutic endoscopic procedures; and
7. An operation by means of laser beam.

Usual and Reasonable Charge means the normal charge, in the absence of insurance, made by the provider of any **medically necessary** care, service or supply, 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.

War means a state or period of declared or undeclared **war** whether civil or international, any substantial armed conflict with organized forces of a military nature between nations, states or parties.

GENERAL EXCLUSIONS

In addition to any benefit-specific exclusion, benefits will not be paid for any covered injury, covered loss or covered expense 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 certificate:

1. Any service, treatment or supply that is not considered medically necessary as defined in the certificate.
2. Expenses incurred after the end of the Benefit Period, even if incurred for continuing services or treatment of a covered injury.
3. Benefits provided by a Government plan (except Medicaid and other public assistance plans).
4. Injuries compensable under Workers' Compensation law or any similar law.
5. Declared or undeclared war or act of war.
6. Commission or attempt to commit a felony or an assault.
7. Commission of or active participation in a riot or insurrection. "Active Participation" means voluntarily taking part. "Riot" means a civil disturbance with the intent of causing personal injury and/or property damage to nonparticipants.
8. Treatment of a pre-existing condition as defined herein.
9. Aggravation, during a covered activity, of an injury the covered person suffered before participating in that covered activity, unless we receive a written medical release from the covered person's physician.
10. Practice or play in any sports activity, including travel to and from the activity and practice except as specifically listed in the Schedule of Benefits.
11. Flight in, boarding or alighting from an aircraft, except as:
 - a. A fare-paying passenger on a regularly scheduled commercial or charter airline;
 - b. A passenger in a military aircraft flown by the Air Mobility Command or its foreign equivalent.
12. Travel in or on any on-road and off-road motorized vehicle that does not require licensing as a motor vehicle.
13. An accident if the covered person is the operator of a motor vehicle and does not possess a valid motor vehicle operator's license, unless: (a) The covered person holds a valid learner's permit and (b) The covered person is receiving instruction from a Driver's Education Instructor.
14. Sickness, disease, bodily or mental infirmity, bacterial or viral infection or medical or surgical treatment thereof, except for any bacterial infection resulting from an accidental external cut or wound or accidental ingestion of contaminated food.
15. Travel or activity outside the contiguous United States, Alaska, Hawaii and the territories and possessions of the United States except as provided for qualified covered activity.
16. Voluntary use of any controlled substance as defined in Title II of the Comprehensive Drug Abuse Prevention and Control Act of 1970, as now or hereafter amended, unless as prescribed or taken under the direction of a physician and taken in accordance with the prescribed dosage.
17. An accident that occurs while on active duty service in the military, naval or air force of any country or international organization. Upon Our receipt of proof of service, we will refund any premium paid for this time. Reserve or National Guard active duty training is not excluded unless it extends beyond 31 days.
18. Treatment in any Veteran's Administration, Federal, or state facility, unless there is a legal obligation to pay.
19. Examination or prescriptions for, or purchase, repair or replacement of, eyeglasses, contact lenses except due to a covered accident as described elsewhere in the certificate.
20. Hearing aids, or purchase, repair or replacement of, except due to a covered accident as described elsewhere in the certificate.
21. Wheelchairs, braces, appliances, orthopedic braces, or orthotic devices, except due to a covered accident as described elsewhere in the certificate.
22. A cardiovascular accident or stroke resulting, directly and in dependently of all other causes, from exertion, as verified by a physician.
23. Operating any type of vehicle while under the influence of alcohol. Under the influence of alcohol, for purposes of this exclusion, means intoxicated, as defined by the law of the state in which the covered accident occurred.
24. Rest cures, long-term care or custodial care.
25. Cosmetic surgery or care, or treatment solely for cosmetic purposes, or complications therefrom. This exclusion does not apply to:
 - a. Cosmetic surgery resulting from a covered accident, if the covered person's initial treatment had begun within 12 months of the date of the covered accident;
 - b. Reconstruction incidental to or following surgery resulting from a covered accident;

- c. Any unplanned and unintended adverse consequences that may result during the treatment of a covered accident.
- 26. Any elective or routine treatment, surgery, health treatment, or examination, including any service, treatment or supplies that: (a) Are deemed to be experimental or investigational; and (b) are not recognized and generally accepted medical practice in the United States.
- 27. Services or treatment provided by persons who do not normally charge for their services, unless there is a legal obligation to pay.
- 28. Repair or replacement of existing dentures, partial dentures, braces or bridgework.
- 29. Treatment or services provided by the covered person's immediate family.
- 30. Personal services, or comfort/convenience items such as television and telephone or transportation.
- 31. Orthopedic appliances used mainly to protect an injury.
- 32. Expenses payable by any automobile insurance policy without regard to fault.
- 33. Services or treatment provided by an infirmary operated by the policyholder.
- 34. Treatment of injuries that result over a period of time (such as blisters, tennis elbow, etc.), and that are a normal, foreseeable result of participation in the covered activity.
- 35. Treatment or service provided by a private duty nurse.
- 36. Charges for hot or cold packs.
- 37. Custodial Care service and supplies.
- 38. Expenses that are not recommended and approved by a physician.
- 39. Repair or replacement of existing artificial limbs, eyes and larynx, unless damaged or destroyed in a covered accident.
- 40. Treatment of an injury resulting from or contributed to by frostbite, fainting or seizures.
- 41. Participation in any sports activity not specifically authorized, sponsored and supervised by the school whether or not it takes place on policyholder premises.
- 42. Any expenses in excess of usual and reasonable charges except as provided in the certificate.
- 43. Loss resulting from playing, practicing, traveling to or from, or participating in, or conditioning or, any professional sport.
- 44. Racing or speed contests, skin diving, or sky diving, mountaineering (where ropes or guides are customarily used), parasailing, sail planing, hang gliding, bungee jumping, travel in or on ATV's (all terrain or similar type vehicles), or other hazardous sport or hobby.
- 45. Non-physical, occupational, speech therapies (art, dance, etc.).
- 46. Modifications made to dwellings.
- 47. General fitness, exercise programs.
- 48. Acupuncture charges.
- 49. Chiropractic care of spinal manipulation charges.

BENEFIT SPECIFIC EXCLUSIONS

In addition to any general exclusion, benefits will not be paid for any covered injury, covered loss or covered expense 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 certificate:

Heart and Circulatory Conditions

Exclusions: The benefits will not be payable if, in the 12 months immediately preceding the covered accident, the covered person was medically diagnosed as having, or received treatment for:

- 1. a heart or circulatory malfunction; or
- 2. hypertension, angina or other heart or circulatory condition.