



**Arthur J. Gallagher Risk Management Services, Inc.**

November 15, 2011

Mr. Scott Clark  
Risk and Benefit Officer  
The School Board of Miami-Dade County, FL  
1501 N.E. 2nd Avenue, Suite 335  
Miami, Florida 33132

Re: Catastrophic Athletic Insurance Policy -Reference No. CHC0015622  
Effective: August 1, 2011 to August 1, 2012

Dear Scott,

Enclosed please find the original copy of the above reference policy issued per your instructions effective August 1, 2011. We have reviewed the following policy and find all in order as proposed.

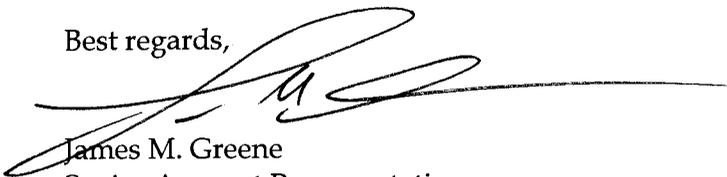
Also enclosed are the new claim forms ("Notification of Injury"). Please make copies and keep them on file. Make sure your school office employees and coaches are aware of these claim forms so that in an event of an accident all employees know how to file the claim. Keep in mind a few important facts when filing a claim.

- Please file all claims within 30 days of the accident.
- Please have the Parent/Legal Guardian sign and date the form the "Notification of Injury" form.
- Please make copies of everything you send.

Additionally, this policy along with the claim form has been uploaded into Insight for convenience.

Thank you again for this opportunity to be of continued service. Should you have any questions or desire further information regarding coverage, please contact a member of the Gallagher Team.

Best regards,



James M. Greene  
Senior Account Representative

CC: Michael Fox, Risk Analyst

**Kathy Gordon, ARM, AAI**  
**Siver Insurance Consultants**  
805 Executive Center Drive West, Suite 110  
St. Petersburg, FL 33702

ADDENDUM

Reference No. CHC0015622 Policy No. SRG9492324

Name of School / School District: Miami-Dade County Public Schools Office of Risk & Benefits Management

Address: 1501 N.E. 2nd Ave Ste 335 City: Miami State: FL Zip Code: 33132

Estimated Total Enrollment: Grades Included: 7-12

# of Jr. Highs: 61 # of Jr. Highs w/ Football: # of Sr. Highs: 48 # of Sr. Highs w/ Football: 35

CLASSIFICATION OF ELIGIBLE PERSONS: [X] Including Football [ ] Excluding Football

- [ ] Class I: All enrolled students of the Participating Organization.
[X] Class II: All interscholastic athletes, including interscholastic football (if selected above) and cheerleaders and participants of non-sport extracurricular activities of the Participating Organization.
[ ] Class III: All interscholastic athletes, including interscholastic football (if selected above), band members, cheerleaders, majorettes, participants of intramural sports, gym classes and non-sport extracurricular activities of the Participating Organization.

(All three classes include Students, Coaches, Managers and Trainers.)

BENEFITS:

[X] Accident Medical Expense Benefit Maximum Benefit Amount (per participant) [ ] \$1,000,000 [ ] \$2,000,000 [ ] \$2,500,000 [X] \$6,000,000

[X] Maximum Benefit Period - 10 Years Deductible \$25,000. Two year deductible incurral period.

Accidental Death and Dismemberment Benefits (Included)

Maximum Accidental Death Benefit Amount \$ 10,000

Maximum Accidental Dismemberment Benefit Amount \$ 20,000

[X] Catastrophic Cash Benefit [X] OPTION I [ ] OPTION II [ ] OPTION III
Maximum Benefit Amount \$500,000 \$750,000 \$1,000,000
Lump Sum After 6 Months \$100,000 \$150,000 \$200,000
Benefit Amount \$3,333.33/mo \$3,333.33/mo \$3,333.33/mo
Maximum Benefit Period 120 months 180 months 240 months

PREMIUM COMPUTATION:

Table with 2 columns: Benefit Type and Amount. Rows include Accident Medical Expense Benefit (\$49,791.00), Catastrophic Cash Benefit (\$31,018.00), and Total Premium (\$80,809.00).

Effective Date: 8/1/11 Termination Date: 8/1/12

SPECIAL NOTES:

- C11700DBG Catastrophe Cash Benefit Rider
C11704DBG (Rev. 10/08) Excess Benefits with Integrated Deductible Rider
C11710DBG Participating Organization Endorsement
C11715DBG Seat Belt and Air Bag Benefit Rider
S30432DBG Brain Death Catastrophe Cash Benefit Rider
S30433DBG Payment of Claims Amendatory Endorsement
S30443DBG Penalty for Non-Compliance Amendatory Endorsement
S30549DBG Accident Medical Expense Benefit Rider
S30559DBG Heart and/or Circulatory Benefit Rider

We hereby request from the Company, Catastrophe Accident Insurance coverage. We understand that insurance will be in force as of the effective date indicated above, if this Addendum is accepted by the Company and the required premium is received by the Company when due. We acknowledge that we have read, understood, and agreed to the terms and conditions of coverage as detailed in this document.

Authorized School Official's Signature: [Signature] Print Name: Scott B Clark
Title: Risk Mgmt Telephone: 305-995-7155 Date of Request: 8/1/11

Agent Signature: [Signature] Print Name: James M Greene

LOCAL ADMINISTRATION:

Name: Arthur J Gallagher Risk Management Services, Inc.
Address: 2255 Glades Rd Ste 400 E
City: Boca Raton State: FL Zip Code: 33431
Tax I.D. #: 36-2102482 Telephone: 561-995-6706
E-Mail: james\_greene@ajg.com

THE MAK SIN GROUP
Two Aquarium Drive, Suite 200
Camden, NJ 08103
(800)375-6826 Fax: (856)858-1121
www.maksln.com

Agent Commission New Renewal XX RO RO/SUB SALES REP

**NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.**

Executive Offices: 175 Water Street, 18<sup>th</sup> Floor, New York, NY 10038  
(212) 458-5000

(a capital stock company, herein referred to as the Company)

Policyholder: **Miami-Dade County Public Schools Office of Risk & Benefits Management**  
Policy Number: **SRG9492324**  
Reference Number: **CHC0015622**

**BLANKET ACCIDENT INSURANCE POLICY**

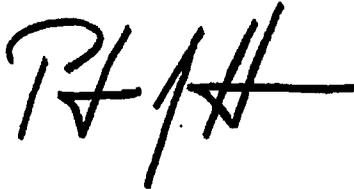
This Policy is a legal contract between the Policyholder and the Company. The Company agrees to insure eligible persons of the Policyholder against loss covered by this Policy subject to its provisions, limitations and exclusions. The persons eligible to be Insureds are all persons described in the Classification of Eligible Persons section of the Master Application. This Policy provides accident insurance to Insureds while they are participating in Covered Activities.

This Policy is issued in consideration of the payment of the required premium when due and the statements set forth in the signed Master Application, which is attached to and made part of this Policy.

This Policy begins on the Policy Effective Date shown in the Master Application and continues in effect until the Policy Termination Date as long as premiums are paid when due, unless otherwise terminated as further provided in this Policy. If this Policy is terminated, insurance ends on the date to which premiums have been paid. After the Policy Termination Date, this Policy may be renewed for additional periods of time by mutual written consent of the Company and the Policyholder at the premium rates set by the Company for the renewal period.

This Policy is governed by the laws of the state in which it is delivered.

The President and Secretary of National Union Fire Insurance Company of Pittsburgh, Pa. witness this Policy:



President



Secretary

**PLEASE READ THIS POLICY CAREFULLY.**

**Non-Participating Policy**

**THIS POLICY CONTAINS A DEDUCTIBLE  
EXCESS INSURANCE**

**TABLE OF CONTENTS**

Definitions ..... 3

Policy Effective and Termination Dates ..... 3

Insured's Effective and Termination Dates ..... 3

Premium ..... 4

Benefits ..... 4

    Maximum Amount ..... 4

    Accidental Death Benefit ..... X

    Accidental Dismemberment Benefit ..... X

    Exposure and Disappearance ..... X

Limitations ..... X

    Limitation on Multiple Benefits ..... X

    Limitation on Multiple Covered Activities ..... X

Exclusions ..... X

Claims Provisions ..... X

General Provisions ..... X

## DEFINITIONS

Any capitalized terms in the Policy, Master Application, and any riders, amendments, or other attached papers are to be given the meanings as ascribed in this section or as later defined.

**Benefit Schedule** - means the Benefit Schedule section of the Master Application.

**Covered Activity (ies)** - means those activities set out in the Covered Activities section of the Master Application, with respect to which Insureds are provided accident insurance under this Policy.

**Injury** - means bodily injury caused by an accident that: (1) occurs while this Policy is in force as to the person whose injury is the basis of claim; (2) occurs while such person is participating in a Covered Activity; and (3) results directly and independently of all other causes in a covered loss.

**Insured** - means a person: (1) who is a member of an eligible class of persons as described in the Classification of Eligible Persons section of the Master Application; (2) for whom premium has been paid; and (3) while covered under this Policy.

**Immediate Family Member** - means a person who is related to the Insured 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 (includes stepparent), brother or sister (includes stepbrother or stepsister), or child (includes legally adopted or stepchild).

**Physician** - means a licensed practitioner of the healing arts acting within the scope of his or her license who is not: 1) the Insured; 2) an Immediate Family Member; or 3) retained by the Policyholder.

## POLICY EFFECTIVE AND TERMINATION DATES

**Effective Date.** This Policy begins on the Policy Effective Date shown in the Master Application at 12:01 AM Standard Time at the address of the Policyholder where this Policy is delivered.

**Termination Date.** Either the Company or the Policyholder may terminate this Policy on any premium due date by giving 30 days advance notice in writing to the other party. This Policy may, at any time, be terminated by mutual written consent of the Company and the Policyholder. This Policy terminates automatically on the earlier of: (1) the Policy Termination Date shown in the Master Application; or (2) the premium due date if premiums are not paid when due. Termination takes effect at 12:01 AM Standard Time at the Policyholder's address on the date of termination.

## INSURED'S EFFECTIVE AND TERMINATION DATES

**Effective Date.** An Insured's coverage under this Policy begins on the latest of: (1) the Policy Effective Date; (2) the date for which the first premium for the Insured's coverage is paid; or (3) the date the person becomes a member of an eligible class of persons as described in the Classification of Eligible Persons section of the Master Application.

A change in an Insured's coverage under this Policy due to a change in his or her eligible class or Covered Activity becomes effective on the later of: (1) when the change in his or her eligible class or Covered Activity occurs; or (2) if the change requires a change in premium, the date the first changed premium is paid. However, a change in coverage applies only with respect to accidents that occur once the change becomes effective.

**Termination Date.** An Insured's coverage under this Policy ends on the earliest of: (1) the date this Policy is terminated; (2) the end of the period for which premiums have been paid; or (3) the date the Insured ceases to

be a member of any eligible class(es) of persons as described in the Classification of Eligible Persons section of the Master Application.

Termination of coverage will not affect a claim for a covered loss that occurs either before or after such termination if that loss results from an accident that occurred while the Insured's coverage was in force under this Policy.

### PREMIUM

**Premiums.** Premiums are payable to the Company at the rates and in the manner described in the Premiums section of the Master Application. The Company may change the required premiums as a condition of any renewal of this Policy. The Company may also change the required premiums at any time when any change affecting rates is made in this Policy. (Any such change in this Policy will not take effect until any required additional premium is received by the Company, except as otherwise agreed to in writing by the Company and the Policyholder.)

### BENEFITS

**Maximum Amount.** As applicable to each Benefit provided by this Policy for each Insured, Maximum Amount means the amount shown as the maximum amount for that Benefit for the Insured's eligible class in the Benefit Schedule.

**Accidental Death Benefit.** If Injury to the Insured results in death within 365 days of the date of the accident that caused the Injury, the Company will pay 100% of the Maximum Amount.

**Accidental Dismemberment Benefit.** If Injury to the Insured results, within 365 days of the date of the accident that caused the Injury, in any one of the Losses specified below, the Company will pay the percentage of the Maximum Amount shown below for that Loss:

For Loss of	Percentage of Maximum Amount
Both Hands or Both Feet .....	100%
Sight of Both Eyes .....	100%
One Hand and One Foot .....	100%
One Hand and the Sight of One Eye .....	100%
One Foot and the Sight of One Eye.....	100%
Speech and Hearing in Both Ears .....	100%
One Hand or One Foot.....	50%
The Sight of One Eye .....	50%
Speech or Hearing in Both Ears .....	50%
Hearing in One Ear.....	25%
Thumb and Index Finger of Same Hand .....	25%

"Loss" of a hand or foot means complete severance through or above the wrist or ankle joint. "Loss" of sight of an eye means total and irrecoverable loss of the entire sight in that eye. "Loss" of hearing in an ear means total and irrecoverable loss of the entire ability to hear in that ear. "Loss" of speech means total and irrecoverable loss of the entire ability to speak. "Loss" of thumb and index finger means complete severance through or above the metacarpophalangeal joint of both digits.

If more than one Loss is sustained by an Insured as a result of the same accident, only one amount, the largest, will be paid.

**Exposure and Disappearance.** If by reason of an accident occurring while an Insured's coverage is in force under this Policy, the Insured is unavoidably exposed to the elements and as a result of such exposure suffers a loss for which a benefit is otherwise payable under this Policy, the loss will be covered under the terms of this Policy.

If the body of an Insured has not been found within one year of the disappearance, forced landing, stranding, sinking or wrecking of a conveyance in which the person was an occupant while covered under this Policy, then it will be deemed, subject to all other terms and provisions of this Policy, that the Insured has suffered accidental death within the meaning of this Policy.

### **LIMITATIONS**

**Limitation on Multiple Benefits.** If an Insured suffers one or more losses from the same accident for which amounts are payable under more than one of the following Benefits provided by this Policy, the maximum amount payable under all of the Benefits combined will not exceed the amount payable for one of those losses, the largest: Accidental Death Benefit, Accidental Dismemberment Benefit, Catastrophe Cash Benefit.

**Limitation on Multiple Covered Activities.** If an Insured Person's Injury is caused by an accident that occurs while the Insured is participating in more than one Covered Activity applicable to that Insured, and if the same Benefit applies to that Insured with respect to more than one such Covered Activity, then for Policy purposes the Maximum Amount for that Benefit for that Insured for that accident will be determined as though the accident occurred while the Insured was participating in only one such Covered Activity, the one with the largest Maximum Amount for that Benefit for that person.

### **EXCLUSIONS**

This Policy does not cover any loss caused in whole or in part by, or resulting in whole or in part from, the following:

1. suicide or any attempt at suicide or intentionally self-inflicted injury or any attempt at intentionally self-inflicted injury.
2. sickness, disease or infections of any kind; except bacterial infections due to an accidental cut or wound, botulism or ptomaine poisoning.
3. the Insured's commission of or attempt to commit a felony.
4. declared or undeclared war, or any act of declared or undeclared war.
5. participation in any team sport or any other athletic activity, except participation in a Covered Activity.
6. full-time active duty in the armed forces, National Guard or organized reserve corps of any country or international authority. (Unearned premium for any period for which the Insured is not covered due to his or her active duty status will be refunded.) (Loss caused while on short-term National Guard or reserve duty for regularly scheduled training purposes is not excluded.)
7. travel or flight in or on (including getting in or out of, or on or off of) any vehicle used for aerial navigation, if the Insured is:
  - a. riding as a passenger in any aircraft not licensed for the transportation of passengers for hire.
  - b. performing, learning to perform or instructing others to perform as a pilot or crew member of any aircraft.

8. any condition for which the Insured is paid benefits under any Workers' Compensation Act or similar law.
9. the Insured being under the influence of drugs or intoxicants, unless taken under the advice of a Physician.

### **CLAIMS PROVISIONS**

**Notice of Claim.** Written notice of claim must be given to the Company within 30 days after an Insured's loss, or as soon thereafter as reasonably possible. Notice given by or on behalf of the claimant to the Company at Maksin Management Corp., P.O. Box 2648, Camden, NJ 08101-2648, with information sufficient to identify the Insured, is deemed notice to the Company.

**Claim Forms.** The Company will send claim forms to the claimant upon receipt of a written notice of claim. If such forms are not sent within 15 days after the giving of notice, the claimant will be deemed to have met the proof of loss requirements upon submitting, within the time fixed in this Policy for filing proofs of loss, written proof covering the occurrence, the character and the extent of the loss for which claim is made. The notice should include the Insured's name, the Policyholder's name and the Policy number.

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

**Payment of Claims.** Upon receipt of due written proof of death, payment for loss of life of an Insured will be made, in equal shares, to the survivors in the first surviving class of those that follow: the Insured's (1) spouse; (2) children; (3) parents; or (4) brothers and sisters. If no class has a survivor, the beneficiary is the Insured's estate.

Upon receipt of due written proof of loss, payments for all losses, except loss of life, will be made to (or on behalf of, if applicable) the Insured suffering the loss [or to the hospital, doctor or person rendering services covered by this policy]<sup>3</sup>. If an Insured dies before all payments due have been made, the amount still payable will be paid, in equal shares, to the survivors in the first surviving class of those that follow: the Insured's (1) spouse; (2) children; (3) parents; or (4) brothers and sisters. If no class has a survivor, the beneficiary is the Insured's estate.

If any payee is a minor or is not competent to give a valid release for the payment, the payment will be made to the legal guardian of the payee's property. If the payee has no legal guardian for his or her property, a payment not exceeding \$1,000 may be made, at the Company's option, to any relative by blood or connection by marriage of the payee who, in the Company's opinion, has assumed the custody and support of the minor or responsibility for the incompetent person's affairs.

Any payment the Company makes in good faith fully discharges the Company's liability to the extent of the payment made.

**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 the Company's receipt of due written proof of the loss. Subject to the Company's receipt of due written proof of loss, all accrued benefits for loss for which this Policy provides periodic payment will be paid at the expiration of each month during the continuance of the period for which the Company is liable and any balance remaining unpaid upon termination of liability will be paid immediately upon receipt of such proof.

## GENERAL PROVISIONS

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

No change in this Policy will be valid until approved by an officer of the Company. The approval must be noted on or attached to this Policy. No agent may change this Policy or waive any of its provisions.

**Incontestability.** The validity of this Policy will not be contested after it has been in force for two year(s) from the Policy Effective Date, except as to nonpayment of premiums.

**Physical Examination and Autopsy.** The Company at its own expense has the right and opportunity to examine the person of any individual whose loss is the basis of claim under this Policy when and as often as it may reasonably require during the pendency of the claim 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 on this Policy prior to the expiration of 60 days after written proof of loss has been furnished in accordance with the requirements of this Policy. No such action may be brought after the expiration of the applicable statute of limitations from the time written proof of loss is required to be furnished.

**Noncompliance with Policy Requirements.** Any express waiver by the Company of any requirements of this Policy will not constitute a continuing waiver of such requirements. Any failure by the Company to insist upon compliance with any Policy provision will not operate as a waiver or amendment of that provision.

**Conformity With State Statutes.** Any provision of this Policy which, on its effective date, is in conflict with the statutes of the state in which this Policy is delivered is hereby amended to conform to the minimum requirements of those statutes.

**Workers' Compensation.** This Policy is not in lieu of and does not affect any requirements for coverage by any Workers' Compensation Act or similar law.

**Clerical Error.** Clerical error, whether by the Policyholder or the Company, will not void the insurance of any Insured if that insurance would otherwise have been in effect nor extend the insurance of any Insured if that insurance would otherwise have ended or been reduced as provided in this Policy.

**Records.** The Company has the right to inspect at any reasonable time, any records of the Policyholder that may have a bearing on this insurance.

**Assignment.** This Policy is non-assignable. An Insured may not assign any of his or her rights, privileges or benefits under this Policy.

**New Entrants.** This Policy will allow from time to time, that new eligible Insureds of the Policyholder be added to the class(es) of Insureds originally insured under this Policy.

**Misstatement of Age.** If premiums for the Insured are based on age and the Insured has misstated his or her age, there will be a fair adjustment of premiums based on his or her true age. If the benefits for which the Insured is insured are based on age and the Insured has misstated his or her age, there will be an adjustment of said benefit based on his or her true age. The Company may require satisfactory proof of age before paying any claim.

# NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

Executive Offices: 175 Water Street, 18<sup>th</sup> Floor, New York, NY 10038

(212) 458-5000

(a capital stock company, herein referred to as the Company)

## MASTER APPLICATION FOR BLANKET ACCIDENT INSURANCE POLICY

Application is hereby made for a plan of accident insurance based on the following statements and representations:

1. **Identification of Policyholder:**

Name of Policyholder: **Miami-Dade County Public Schools Office of Risk & Benefits Management**  
Address of Policyholder: **See Addendum**  
Policy Number: **SRG9492324**  
Reference Number: **CHC0015622**

2. **Classification of Eligible Persons:**

Class	Description of Class	Number of Covered Eligible Persons
<b>See Addendum</b>	<b>See Addendum</b>	<b>See Addendum</b>

3. **Policy Coverage:**

The plan per Covered Activity applicable to this Policyholder is as selected on the Addendum.

A. **Covered Activities:**

- i) **Sports:** While participating during the official season of the sport as a member of an interscholastic athletic team, including interscholastic football, cheerleaders, coaches, managers, trainers and non-sport extracurricular activities of the Participating Organization. Participation must be in a regularly scheduled and approved practice session or game of the Participating Organization and under the supervision of proper adult authority of the Participating Organization. This includes coverage for travel directly and uninterrupted to or from the above with other members of the team in a vehicle designated by the Participating Organization and under the direct supervision of the proper adult authority of the Participating Organization.

B. **Benefit Schedule:**

**CLASS II**

**Accidental Death Benefit**

Maximum Amount	\$10,000
Loss Period	365 Days

**Seat Belt and Air Bag Benefit**

Seat Belt Maximum Amount	\$5,000
Air Bag Maximum Amount	\$5,000

**Accidental Dismemberment Benefit**

Maximum Amount	\$20,000
Loss Period	365 Days

**Accident Medical Expense Benefit**

Maximum Amount	\$6,000,000
Benefit Period	520 Weeks
Deductible Per Accident	\$25,000
Incurral Period	104 Weeks

**Catastrophe Cash Benefit**

Option I:	Maximum Amount	\$500,000
	Initial Lump Sum	\$100,000
	Monthly Maximum Amount	\$3,333.33
	Maximum Number of Months	120 Months

**Brain Death Catastrophe Cash Benefit**

Option I:	Maximum Amount	\$100,000
-----------	----------------	-----------

The Maximum Amounts are used to determine amounts payable under each Benefit. Actual amounts payable will not exceed the maximums, and may be less than the maximums under circumstances specified in the Policy.

**C. Policy Riders and/or Endorsements:**

The following Riders and/or Endorsements are attached to and made part of the Policyholder's coverage under the Policy as of the Policyholder Effective Date. Each Rider and/or Endorsement is subject to all provisions, limitations and exclusions of the Policy that are not specifically modified by the Rider and/or Endorsement.

<b>FORM NO.</b>	<b>DESCRIPTION</b>
C11700DBG	Catastrophe Cash Benefit Rider
C11704DBG (Rev. 10/08)	Excess Benefits with Integrated Deductible Rider
C11715DBG	Seat Belt and Air Bag Benefit Rider
S30432DBG	Brain Death Catastrophe Cash Benefit Rider
S30433DBG	Payment of Claims Amendatory Endorsement
S30443DBG-FL	Penalty for Non-Compliance Amendatory Endorsement
S30549DBG-FL	Accident Medical Expense Benefit Rider
S30559DBG	Heart and/or Circulatory Benefit Rider
U40002-FL	Important Consumer Service Information Regarding Your Insurance
89644 (7/05)	Coverage Territory Endorsement

- 4. **Premiums:** See Addendum
- 5. **Policy Effective Date:** See Addendum

6. **Policy Termination Date:** See Addendum

Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

See Addendum

---

Signed for the Policyholder

---

Title

---

Date

See Addendum

---

Signed by Licensed Resident Agent  
(Where Required by Law)

---

(Florida License No.)

**NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.**

Executive Offices: 175 Water Street, 18<sup>th</sup> Floor, New York, NY 10038

(212) 458-5000

(a capital stock company, herein referred to as the Company)

Policyholder: **Miami-Dade County Public Schools Office of Risk & Benefits Management**  
Policy Number: **SRG9492324**

**CATASTROPHE CASH BENEFIT RIDER**

This Rider is attached to and made part of the Policy as of the Policy Effective Date shown in the Policy's Master Application. It applies only with respect to accidents that occur on or after that date. It is subject to all of the provisions, limitations and exclusions of the Policy except as they are specifically modified by this Rider.

**Catastrophe Cash Benefit.** If Injury to the Insured results, within 180 days of the date of the accident that caused the Injury, in Paralysis or Coma, the Company will pay a benefit under the conditions described in this Rider. In order for a benefit to be payable under this Rider, the Paralysis or Coma must continue for a Waiting Period of 6 consecutive months, must be determined by a Physician to be permanent and irreversible at the end of that Waiting Period and must result in Disability. The benefit payable is based on the percentage of the Initial Lump Sum and Monthly Maximum Amount(s) shown below for the causes of Disability shown below.

Cause of Disability	Percentage of Initial Lump Sum and Monthly Maximum Amount(s)
Coma .....	100%
Paralysis of Two or More Limbs (Upper and/or Lower) .....	100%
Paralysis of One Limb (Upper or Lower) .....	50%
Paralysis of One or More Other Parts of the Body .....	See NOTE below.

NOTE: If the Insured's Paralysis is a part of the body other than a Limb, the percentage of the Maximum Amount used to determine the benefit payable will be adjusted in proportion to the comparable extent of Paralysis of the listed parts of the body. The final determination of comparable extent will be made through the use of the most current edition of the "Guides to the Evaluation of Permanent Impairment" published by the American Medical Association. (In the event the referenced guide ceases to be published, the Company will select another appropriate measurement of impairment values.)

If the Insured suffers more than one cause of Disability as a result of the same accident, only one Percentage of the Maximum Amount, the largest for any one cause of Disability suffered by the Insured, will be used to determine the benefit payable.

The benefit payable is the percentage of the Initial Lump Sum Maximum Amount shown above, payable at the end of the Waiting Period; followed by a monthly benefit equal to the percentage of the Monthly Maximum Amount shown above, starting one month after the end of the Waiting Period. The monthly benefit is payable monthly as long as the Insured remains continuously Disabled due to the Paralysis or Coma, but ceases on the earliest of: (1) the date the Insured dies; or (2) the date the Insured is no longer Disabled due to the Paralysis or Coma; or (3) the date monthly Catastrophe Cash benefits have been paid for the Maximum Number of Months shown for the Catastrophe Cash Benefit in the Benefit Schedule for all Disabilities caused by the same accident.

Periods of Disability separated by less than 30 consecutive days will be considered one period of disability unless due to separate and unrelated causes.

The Company reserves the right, at the end of the Waiting Period (and as often as it may reasonably require thereafter) to determine, on the basis of all the facts and circumstances, that the Insured is Disabled due to the Paralysis or Coma, including, but not limited to, requiring an independent medical examination at the expense of the Company.

**Coma** - as used in this Rider, means a profound state of unconsciousness from which the Insured cannot be aroused to consciousness, even by powerful stimulation, as determined by a Physician.

**Disabled/Disability** - as used in this Rider, means that the Insured is unable while under the regular care of a Physician, to engage in any of the usual activities of a person of like age and sex whose health is comparable to that of the Insured immediately prior to the accident.

**Limb** - as used in this Rider, means entire arm or entire leg.

**Paralysis** - as used in this Rider, means the complete loss of function in a part of the body as a result of neurological damage, as determined by a Physician.

The President and Secretary of National Union Fire Insurance Company of Pittsburgh, Pa. witness this Rider:



President



Secretary

# NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

Executive Offices: 175 Water Street, 18<sup>th</sup> Floor, New York, NY 10038

(212) 458-5000

(a capital stock company, herein referred to as the Company)

---

Policyholder: **Miami-Dade County Public Schools Office of Risk & Benefits Management**  
Policy Number: **SRG9492324**

## EXCESS BENEFITS RIDER

This Rider is attached to and made part of the Policy as of the Policy Effective Date shown in the Policy's Master Application. It applies only with respect to accidents that occur on or after that date. It is subject to all of the provisions, limitations and exclusions of the Policy except as they are specifically modified by this Rider.

**Excess Benefits.** This Rider applies when an Insured has Accident Medical Expense coverage (herein called This Plan) under the Policy and health care coverage under one or more other Plans. When there is a basis for a claim under This Plan and another Plan, This Plan is an excess plan which has its benefits determined in excess of the benefits of the other Plan as described below, unless both: (1) the other Plan has coordination or excess benefits rules that require its benefits to be determined in excess of the benefits of This Plan; and (2) This Plan has covered the Insured longer than the other Plan has. When This Plan is an excess plan, the benefits of This Plan for any Allowable Expenses will be reduced when the sum of:

1. the benefits that would be payable for those Allowable Expenses under This Plan in the absence of this Rider; and
2. the benefits that would be payable for those Allowable Expenses under the other Plans in the absence of provisions with a purpose like that of a coordination or excess benefits provision, whether or not claim is made;

exceeds the amount of those Allowable Expenses. In that case, This Plan's benefits will be reduced so that they and the other Plans' benefits do not total more than the amount of those Allowable Expenses.

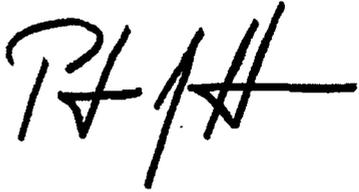
**Right to Receive and Release Needed Information.** The Company has the right to decide which facts it needs to administer this Rider. It may get needed facts from or give them to any other organization or person. The Company need not tell, or get the consent of, any person to do this. Each person claiming benefits under This Plan must give the Company any facts it needs to pay the claim.

**Facility of Payment and Right of Recovery.** If a payment made under another Plan includes an amount that should have been paid under This Plan, the Company may pay that amount to the organization making that payment. That amount will then be treated as though it were a benefit paid under This Plan. The Company will not have to pay that amount again. The term "payment made" includes providing benefits in the form of services, in which case "payment made" means reasonable cash value of the benefits provided in the form of services. If the amount of the payments made by the Company is more than it should have paid under this Rider, it may recover the excess from the persons it has paid or for whom it has paid, insurance companies or other organizations.

**Plan** - as used in this Rider, means any of the following group, group-type (such as, but not limited to, franchise or blanket), family or individual coverages which provide benefits or services for, or because of, health care: (1) insurance policies; (2) subscriber contracts; (3) uninsured arrangements; (4) coverage through health maintenance organizations and other prepayment, group practice and individual practice plans; (5) medical benefits coverage in automobile "no-fault" and traditional automobile "fault" type contracts; and (6) coverage under a governmental plan or coverage required or provided by law; but not including: (a) a state plan under Medicaid (Title XIX, Grants to States for Medical Assistance Programs, of the United States Social Security Act, as amended from time to time); or (b) a plan or law when, by law, its benefits are in excess of those of any private insurance plan or other non-governmental plan.

**Allowable Expense** - as used in this Rider, means a necessary, reasonable and customary item of expense for health care when the item of expense is covered at least in part by the Policy and is covered at least in part by one or more other Plans covering the Insured. When a Plan provides benefits in the form of services, the reasonable cash value of each service rendered is both an Allowable Expense and a benefit paid, if the reasonable cash value had been charged as the cost for the service and such expense would have been covered at least in part by the Policy.

The President and Secretary of National Union Fire Insurance Company of Pittsburgh, Pa. witness this Rider:

A stylized handwritten signature in black ink, consisting of a large 'P' followed by a vertical line and a horizontal line.

President

A handwritten signature in black ink, appearing to start with a 'D' and followed by several loops and a horizontal line.

Secretary

# NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

Executive Offices: 175 Water Street, 18<sup>th</sup> Floor, New York, NY 10038  
(212) 458-5000

(a capital stock company, herein referred to as the Company)

Policyholder: **Miami-Dade County Public Schools Office of Risk & Benefits Management**  
Policy Number: **SRG9492324**

## SEAT BELT AND AIR BAG BENEFIT RIDER

This Rider is attached to and made part of the Policy as of the Policy Effective Date shown in the Policy's Master Application. It applies only with respect to accidents that occur on or after that date. It is subject to all of the provisions, limitations and exclusions of the Policy except as they are specifically modified by this Rider.

**Seat Belt Benefit.** The Company will pay 100% of the appropriate Maximum Amount under this Rider when the Insured suffers accidental death such that an Accidental Death benefit is payable under the Policy and the accident causing death occurs while the Insured is operating, or riding as a passenger in, an Automobile and wearing a properly fastened, original, factory-installed seat belt.

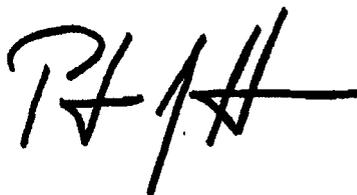
**Air Bag Benefit.** The Company will also pay 100% of the appropriate Maximum Amount under this Rider if a Seat Belt Benefit is payable under this Rider and if the Insured is positioned in a seat protected by a properly functioning, original, factory-installed Supplemental Restraint System that inflates on impact.

Verification of the actual use of the seat belt, at the time of the accident, and that the Supplemental Restraint System inflated properly upon impact must be a part of an official report of the accident or be certified, in writing, by the investigating officer(s).

**Automobile** - as used in this Rider, means a self-propelled private passenger motor vehicle with four or more wheels which is of a type both designed and required to be licensed for use on the highways of any state or country. Automobile includes, but is not limited to, a sedan, station wagon, or jeep-type vehicle and, if not used primarily for occupational, professional or business purposes, a motor vehicle of the pickup, panel, van, camper or motor home type. Automobile does not include a mobile home or any motor vehicle which is used in mass or public transit.

**Supplemental Restraint System** - as used in this Rider, means an air bag which inflates for added protection to the head and chest areas.

The President and Secretary of National Union Fire Insurance Company of Pittsburgh, Pa. witness this Rider:



President



Secretary

**NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.**

Executive Offices: 175 Water Street, 18<sup>th</sup> Floor, New York, NY 10038

(212) 458-5000

(a capital stock company, herein referred to as the Company)

---

Policyholder: **Miami-Dade County Public Schools Office of Risk & Benefits Management**  
Policy Number: **SRG9492324**

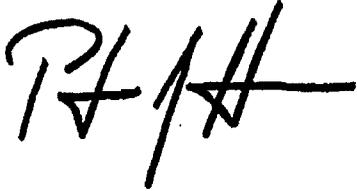
**BRAIN DEATH CATASTROPHE CASH BENEFIT RIDER**

This Rider is attached to and made part of the Policy as of the Policy Effective Date shown in the Policy's Master Application. It applies only with respect to accidents that occur on or after that date. It is subject to all of the provisions, limitations and exclusions of the Policy except as they are specifically modified by this Rider.

**Brain Death Catastrophe Cash Benefit.** If an Insured suffers an Injury that results in Brain Death within 365 days of the date of the accident that caused the Injury, the Company will pay 100% of the Lump Sum Benefit shown in the Master Application. In order for a benefit to be payable under this Rider, Brain Death must be determined and certified by a Physician.

**Brain Death**, as used in this Rider, means irreversible unconsciousness with total loss of brain function and complete absence of electrical activity of the brain even though the heart is still beating.

The President and Secretary of National Union Fire Insurance Company of Pittsburgh, Pa. witness this Rider:



President



Secretary

**NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.**

Executive Offices: 175 Water Street, 18<sup>th</sup> Floor, New York, NY 10038  
(212) 458-5000

(a capital stock company, herein referred to as the Company)

---

Policyholder: **Miami-Dade County Public Schools Office of Risk & Benefits Management**  
Policy Number: **SRG9492324**

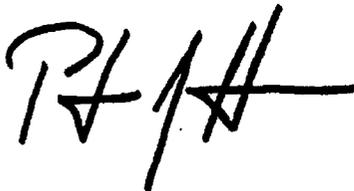
**PAYMENT OF CLAIMS AMENDATORY ENDORSEMENT**

This Endorsement is attached to and made part of the Policy as of the Policy Effective Date shown in the Policy's Master Application. It applies only with respect to accidents that occur on or after that date. It is subject to all of the provisions, limitations and exclusions of the Policy except as they are specifically modified by this Endorsement.

The Payment of Claims provision applicable to the Policy is amended to include the following:

**Payment of Claims.** Upon receipt of due written proof of loss, benefit payments for charges incurred by the Insured for covered medical services may be made to the provider at the Company's option. If any such charges have been paid by the Insured, the benefit payment for those charges will be made to the Insured.

The President and Secretary of National Union Fire Insurance Company of Pittsburgh, Pa. witness this Endorsement:



President



Secretary

**NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.**

Executive Offices: 175 Water Street, 18<sup>th</sup> Floor, New York, NY 10038  
(212) 458-5000

(a capital stock company, herein referred to as the Company)

---

Policyholder: **Miami-Dade County Public Schools Office of Risk & Benefits Management**  
Policy Number: **SRG9492324**

**PENALTY FOR NON-COMPLIANCE AMENDATORY ENDORSEMENT**

This Rider is attached to and made part of the Policy as of the Policy Effective Date shown in the Policy's Master Application. It applies only with respect to accidents that occur on or after that date. It is subject to all of the provisions, limitations and exclusions of the Policy except as they are specifically modified by this Rider.

In the event that an Insured is eligible under this Policy for benefits in excess of other coverage and the Insured has other coverage that is primary under a health maintenance organization, preferred provider organization or similar health service program, a penalty will apply if he or she does not use the facilities or services of the health maintenance organization, preferred provider organization or similar health service program. In such case, the benefits otherwise payable under the Excess provision in this Policy will be reduced by 50%. This reduction shall not apply to an Insured in connection with any treatment for which the health maintenance organization, preferred provider organization or similar health service program provides coverage as if the Insured used the facilities or services of the health maintenance organization, preferred provider organization or similar health service program.

The President and Secretary of National Union Fire Insurance Company of Pittsburgh, Pa. witness this Endorsement:



President



Secretary

# NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

Executive Offices: 175 Water Street, 18<sup>th</sup> Floor, New York, NY 10038  
(212) 458-5000

(a capital stock company, herein referred to as the Company)

Policyholder: **Miami-Dade County Public Schools Office of Risk & Benefits Management**  
Policy Number: **SRG9492324**

## ACCIDENT MEDICAL EXPENSE BENEFIT RIDER

This Rider is attached to and made part of the Policy as of the Policy Effective Date shown in the Policy's Master Application. It applies only with respect to accidents that occur on or after that date. It is subject to all of the provisions, limitations and exclusions of the Policy except as they are specifically modified by this Rider.

**Accident Medical Expense Benefit.** If an Insured suffers an Injury that, within 90 days of the date of the accident that caused the Injury, requires him or her to be treated by a Physician, the Company will pay the Usual and Customary Charges incurred for Medically Necessary Covered Accident Medical Services received due to that Injury, up to the Maximum Amount per Insured for all Injuries caused by the same accident. The benefit is payable only for such charges incurred after the Deductible has been met. The Deductible must be met during the Deductible Incurral Period shown in the Benefit Schedule. Benefits are then payable for charges incurred within (See Addendum) weeks after the date of the accident causing the Injury.

No expenses paid under this Benefit will be payable under any other Rider in the Policy.

**Covered Accident Medical Service(s)** - as used in this Rider, means any of the following services:

1. services of a Physician;
2. private duty nursing by a registered nurse (R.N.);
3. laboratory tests;
4. radiological procedures;
5. anesthetics and the administration of anesthetics;
6. blood, blood products and artificial blood products, and the transfusion thereof;
7. physical therapy;
8. occupational therapy;
9. rental of Durable Medical Equipment;
10. artificial limbs, artificial eyes or other prosthetic appliances;
11. medicines or drugs administered by a Physician or that can be obtained only with a Physician's written prescription;
12. use of an Ambulatory Medical Center or Ambulatory Surgical Center;
13. Hospital's most common charge for semi-private room and board (or room and board in an intensive care unit); Hospital ancillary services (including, but not limited to, use of the operating room or emergency room);
14. ambulance service to or from a Hospital;
15. Any inpatient Hospital, Ambulatory Surgical Center and general anesthesia services or charges due to injury if the Insured:
  - (a) is under 8 years of age or is determined by a licensed dentist and the Insured's Physician to require necessary dental treatment or surgery in a Hospital or Ambulatory Surgical Center due to a significantly complex dental condition or a developmental disability in which patient management in the dental office has proved to be ineffective; or
  - (b) has one or more medical conditions that would create significant or undue medical risk for the Insured in the course of delivery of any necessary dental treatment or surgery if not rendered in a Hospital or Ambulatory Surgical Center.

### **Extension of Benefits.**

If an Insured is Totally Disabled due to Injury on the date the Policy terminates, coverage will continue until the earliest of the end of the 90 day period following the date the Policy terminates, the date when the applicable Maximum Benefit Amount is reached and the date the Insured is no longer Totally Disabled.

### **Extension of Benefits for Dental Coverage**

The Company will continue to pay Dental Benefits for a specific dental injury following the termination of the Insured's coverage under the Policy if all of the following conditions are met:

- (a) The course of treatment or dental procedures were recommended in writing by the Insured's Physician or dentist and began in connection with a specific accident that occurred while the Insured's coverage was in effect under the Policy.
- (b) The dental procedures were for other than routine examinations, prophylaxis, X-rays, sealants or orthodontic services.
- (c) The Insured's termination was not voluntary.

This Extension of Benefits for Dental Coverage will terminate on the earlier of:

- (a) The expiration of 90 days following the Insured's termination of coverage; and
- (b) The date the Insured becomes covered under the succeeding policy or contract providing coverage for similar dental procedures.

### **Definitions.**

**Ambulatory Medical Center** - as used in this Rider, means a licensed facility providing ambulatory medical treatment, other than a Hospital, clinic or Physician's office.

**Ambulatory Surgical Center** - as used in this Rider, means a licensed facility providing ambulatory surgical treatment, other than a Hospital, clinic or Physician's office.

**Deductible** - as used in this Rider, means the amount of Usual and Customary Charges for Medically Necessary Covered Accident Medical Services, otherwise payable under this program, that must be incurred by the Insured before Accident Medical Expense benefits become payable. The amount of the Deductible is the Deductible Amount shown in the Benefit Schedule on the Master Application. Accident Medical Expense benefits are not payable for charges applied to the Deductible.

**Durable Medical Equipment** - as used in this Rider, refers to equipment of a type that is designed primarily for use, and used primarily, by people who are injured (for example, a wheelchair or a hospital bed). It does not include items commonly used by people who are not injured, even if the items can be used in the treatment of injury or can be used for rehabilitation or improvement of health (for example, a stationary bicycle or a spa).

**Hospital** - as used in this Rider, means a facility that: (1) is operated according to law for the care and treatment of injured and sick people; (2) has organized facilities for diagnosis and surgery on its premises or in facilities available to it on a prearranged basis or is accredited by the Joint Commission on the Accreditation of Hospitals, the American Osteopathic Association or the Commission on the Accreditation of Rehabilitative Facilities; (3) has 24 hour nursing service by registered nurses (R.N.'s); and (4) is supervised by one or more Physicians. A Hospital does not include: (1) a nursing, convalescent or geriatric unit of a hospital when a patient is confined mainly to receive nursing care; (2) a facility that is, other than incidentally, a rest home, nursing home, convalescent home or home for the aged; nor does it include any ward, room, wing, or other section of the hospital that is used for such purposes; or (3) any military or veterans hospital or soldiers home or any hospital contracted for or operated by any national government or government agency for the treatment of members or ex-members of the armed forces, except if there is a legal obligation to pay.

**Medically Necessary** - as used in this Rider, means a Covered Accident Medical Service that: (1) is essential for diagnosis, treatment or care of the Injury for which it is prescribed or performed; (2) meets generally accepted standards of medical practice; and (3) is ordered by a Physician and performed under his or her care, supervision or order.

**Total Disability/Totally Disabled** - as used in this Rider, means that the Insured is unable, while under the regular care of a Physician, to perform the material and substantial duties of his or her occupation. However, with respect to an Insured for whom an occupational definition of Total Disability/Totally Disabled is not appropriate, Total Disability/Totally Disabled means that the Insured is unable, while under the regular care of a Physician, to engage in any of the usual activities of a person of like age and sex whose health is comparable to that of the Insured immediately prior to the accident.

**Usual and Customary Charge(s)** - means the charge which is the smallest of: (a) the actual charge of the Covered Service; (b) the charge usually made for a Covered Service by the provider who furnishes it; (c) the negotiated rate, if any; and (d) the survey by MDR of prevailing charges made for a Covered Service in the geographic area by those of similar professional standing, the results of which are used to develop a range of fees for each service.

"Geographic area" means the three digit zip code in which the service, procedure, devices, drugs, treatment or supplies are provided or a greater area, if necessary, to obtain a representative cross-section of charges for a like treatment, service, procedure, device, drug or supply

With respect to item (d) above, Usual and Customary Charges means the 80<sup>th</sup> percentile of the payment system in effect on the Effective Date shown in the Schedule of Benefits.

**Exclusions.** In addition to the Exclusions in the Exclusions section of the Policy and any amendment thereto, Accident Medical Expense benefits are not payable for, and Usual and Customary Charges for Covered Accident Medical Services do not include, any expense for or resulting from any of the following:

1. repair or replacement of existing artificial limbs, artificial eyes or other prosthetic appliances or rental of existing Durable Medical Equipment unless due to a covered Injury;
2. new, or repair or replacement of, dentures, bridges, dental implants, dental bands or braces or other dental appliances, crowns, caps, inlays or onlays, fillings or any other treatment of the teeth or gums, except for repair or replacement as a result of Injury up to the Dental Maximum shown in the Benefit Schedule;
3. new eye glasses or contact lenses or eye examinations related to the correction of vision or related to the fitting of glasses or contact lenses, unless Injury has caused impairment of sight; or repair or replacement of existing eyeglasses or contact lenses unless due to a covered Injury;
4. new hearing aids or hearing examinations unless Injury has caused impairment of hearing; or repair or replacement of existing hearing aids unless due to a covered Injury;
5. rental of Durable Medical Equipment where the total rental expense exceeds the usual purchase expense for similar equipment in the locality where the expense is incurred (but if, in the Company's sole judgment, Accident Medical Expense benefits for rental of Durable Medical Equipment are expected to exceed the usual purchase expense for similar equipment in the locality where the expense is incurred, the Company may, but is not required to, choose to consider such purchase expense as a Usual and Customary Covered Accident Medical Expense in lieu of such rental expense);
6. any charge for medical care for which the Insured is not legally obligated to pay;
7. care, treatment or services provided by an Insured or by an Immediate Family Member;
8. routine physical exam and related medical services;
9. personal comfort or convenience items, such as but not limited to, Hospital telephone charges, television rental, or guest meals while confined in a Hospital;

10. plastic or cosmetic surgery, except for reconstructive surgery on an injured part of the body;

The President and Secretary of National Union Fire Insurance Company of Pittsburgh, Pa. witness this Rider:

A stylized handwritten signature consisting of a large 'R' followed by a vertical line and a horizontal line.

President

A handwritten signature that appears to start with 'D' followed by several loops and a final flourish.

Secretary

**NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.**

Executive Offices: 175 Water Street, 18<sup>th</sup> Floor, New York, NY 10038  
(212) 458-5000

(a capital stock company, herein referred to as the Company)

---

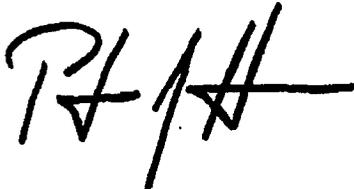
Policyholder: **Miami-Dade County Public Schools Office of Risk & Benefits Management**  
Policy Number: **SRG9492324**

**HEART AND/OR CIRCULATORY BENEFIT RIDER**

This Rider is attached to and made part of this Policy as of the Policy Effective Date shown in the Policy's Master Application. It applies only with respect to heart and/or circulatory malfunctions that occur on or after that date. It is subject to all of the provisions, limitations and exclusions of this Policy except as they are specifically modified by this Endorsement.

**Heart and/or Circulatory Benefit.** If an Insured suffers a heart and/or circulatory malfunction that results in death as a direct result of participating in a Covered Activity, the Company will pay an Accidental Death Benefit of \$10,000 provided that: (1) the symptom(s) of such malfunction(s) is (are) first medically treated while the Policy is in force with respect to such Insured and within 48 hours after such participation, and (2) such Insured 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.

The President and Secretary of National Union Fire Insurance Company of Pittsburgh, Pa. witness this Rider:



President



Secretary

## **IMPORTANT CONSUMER SERVICE INFORMATION REGARDING YOUR INSURANCE**

In the event you need to contact someone about this insurance for any reason please contact your agent. If no agent was involved in the sale of this insurance, or if you have additional questions or complaints, you may contact the insurance company issuing this insurance at the following address and telephone number:

**NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.**

**Customer Service**

**Accident & Health Claims Department**

**P.O. Box 25987**

**Shawnee Mission, KS 66225-5987**

**1-800-551-0824**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### **Endorsement Regarding The Office Of Foreign Assets Control**

This endorsement, effective 12:01 A.M. on the Policy Effective Date shown in the Master Application of the policy forms a part of **Policy No. SRG9492324** issued to the Policyholder by National Union Fire Insurance Company of Pittsburgh, Pa.

### **COVERAGE TERRITORY ENDORSEMENT**

*This endorsement modifies insurance provided under the following:*

Payment of loss under this policy shall only be made in full compliance with all United States of America economic or trade sanction laws or regulations, including, but not limited to, sanctions, laws and regulations administered and enforced by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC").



President



Secretary

## **IMPORTANT NOTICE TO OUR CUSTOMERS REGARDING THE OFFICE OF FOREIGN ASSETS CONTROL**

Your rights as a policyholder and payments to you, any insured, additional insured, loss payee, mortgagee, or claimant, for loss under this policy may be affected by the administration and enforcement of U.S. economic embargoes and trade sanctions by the OFFICE OF FOREIGN ASSETS CONTROL ("OFAC").

### **WHAT IS OFAC?**

OFAC is an office of the Department of the Treasury and acts under presidential wartime and national emergency powers, as well as authority granted by specific legislation, to impose controls on transactions and freeze foreign assets under U.S. jurisdiction. OFAC administers and enforces economic embargoes and trade sanctions primarily against:

- Targeted foreign countries and their agents
- Terrorism sponsoring agencies and organizations
- International narcotics traffickers

### **PROHIBITED ACTIVITY**

- OFAC enforces certain embargoes and sanctions against certain designated countries. No U.S. business or person may enter into certain transactions in or connected to such designated "sanctioned" countries.
- OFAC maintains a directory known as the "Specially Designated Nationals and Blocked Persons" ("SDNBP") list. No U.S. business or person may transact business with any person or entity named on the SDNBP list.

Additional and more in-depth information on OFAC is available at the following website:  
<http://www.usstreas.gov/offices/eotffc/ofac>.

### **OBLIGATIONS PLACED ON US BY OFAC**

If we determine that you or any insured, additional insured, loss payee, mortgagees, or claimant are on the SDNBP list or are connected to a sanctioned country as described in the regulations enforced by OFAC, we must block or "freeze" property and payment of any funds transfers or transactions and report all blocks to OFAC within ten (10) days.

### **POTENTIAL ACTIONS BY US**

1. We may immediately cancel your coverage effective on the day that we determine that we have transacted business with an individual or entity associated with your policy on the SDNBP list or connected to a sanctioned country as described in the regulations enforced by OFAC.
2. If we cancel your coverage, you will not receive a return premium unless approved by OFAC. All funds will be placed in an interest bearing blocked account established on the books of a U.S. financial institution.
3. We will not pay a claim, accept premium or exchange monies or assets of any kind to or with individuals, entities or companies (including a bank) on the SDNBP list or connected to a sanctioned country as described in the regulations enforced by OFAC. And, we will not defend or provide any other benefits under your policy to individuals, entities or companies on the SDNBP list or connected to a sanctioned country as described in the regulations enforced by OFAC.

### **YOUR RIGHTS AS A POLICYHOLDER**

If funds are blocked or frozen by us in conjunction with the OFFICE OF FOREIGN ASSETS CONTROL, you may complete an "APPLICATION FOR THE RELEASE OF BLOCKED FUNDS" and apply for a specific license to request their release. Forms are available for download at the OFAC website. See <http://www.usstreas.gov/offices/eotffc/ofac/legal/forms/license.pdf> 4/08

# Chartis U.S. Privacy and Data Security Notice

## I. Your Privacy

In the course of conducting business, we collect information about you in order to properly service the products we sell to you. Accordingly, Chartis U.S. has established practices, procedures and system protections that are designed to help protect the privacy and security of your information.

### About This Notice

The term "Personal Information," as used in this Privacy and Data Security Notice, means information that identifies you, our Customer, personally. Examples of Personal Information include a first and last name, a home or other physical address, an email address, a credit card number, a driver's license number, or information on your physical condition or health status.

This Privacy and Data Security Notice outlines how we collect, handle, and disclose Personal Information about you. It applies only to your Personal Information obtained by the Companies listed at the end of this Notice, in connection with products or services with which you received this Notice which are primarily for personal, family, or household purposes in the United States.

### Information Collection

We may collect Personal Information about you from applications, enrollment forms, your other interactions with us, our Affiliates, and when we process claims or other transactions in connection with the underwriting process. We may also collect Personal Information about you from credit reporting agencies and other third parties in connection with the sale of our products to you.

We will collect Personal Information about you only in accordance with applicable laws or regulations or in response to your request for a product or service from us.

### Information Sharing

We may share your Personal Information with Affiliates and Non-Affiliates as described below.

**With our Affiliates:** We may share customer information with our Affiliates. Our Affiliates may include other insurance companies, insurance holding companies, insurance agents and agencies, claims administrators, marketing companies, e-commerce service providers, and companies providing administrative services.

- We may share your Personal Information with our Affiliates that assist us in servicing your insurance policies. Examples are administration (billing and collections), risk management, underwriting, and claims handling. We may also share your Personal Information with our Affiliates for the purpose of detecting and preventing fraud, as directed or authorized by you, or as otherwise permitted or required by law.
- We will not share your Personal Information that is of a financial nature with our Affiliates for marketing purposes without first providing you an opportunity to direct that such information not be shared.
- We will not share your Personal Information that is of a health nature with our Affiliates except as directed or authorized by you.

**With Non-Affiliates:** We may also share customer information with Non-Affiliated companies:

1. We may share your Personal Information with Non-Affiliates that assist us in servicing your insurance policies. Examples are administration (billing and collections), risk management, underwriting, and claims handling. We may also share your Personal Information with Non-Affiliates for the purpose of detecting and preventing fraud, as directed or authorized by you, or as otherwise permitted or required by law.
2. We may enter into joint marketing agreements with Non-Affiliates to share your non-health Personal Information as permitted by law. These Non-Affiliates may include providers of financial products or services such as insurance companies, financial institutions, and securities firms.

Because we do not share customer information in any other way, there is no need for an opt-out process in our privacy procedures.

For California and Vermont Residents: If it becomes necessary to share your Personal Information with Non-Affiliates other than as specifically allowed by law, we will not do so without first obtaining your permission.

## **II. Information Protection**

We maintain physical, electronic, and procedural safeguards designed to protect your Personal Information. Only authorized employees, insurance agents and administrators are permitted to have access to that information.

We expect any Non-Affiliates that serve our Customers on our behalf to adhere to our privacy policy. Those non-affiliates are legally bound to use your Personal Information received from us only for the purposes for which it was provided and to not disclose it or use it in any other way. These Non-Affiliates are also subject to and governed by federal and state privacy laws and regulations. We are not responsible for their misuse of information.

To help prevent unwarranted disclosure of your Personal Information and secure it from theft, we utilize secure computer networks. Access is restricted to those individuals who need to use your Personal Information to provide products or services to you.

## **III. Maintaining Information**

We also maintain procedures to ensure that the information we collect is accurate, up-to-date, and as complete as possible. If you believe the information we have about you in our records or files is incomplete or inaccurate, you may request that we make additions or corrections, or if it is feasible, that we delete this information from our files. You may make this request in writing to (include your name, address and policy number):

**Chief Privacy Officer  
Chartis U.S.  
175 Water Street, 17th Floor  
New York, NY 10038  
Fax: 212 458-7081  
E-Mail: [CIPrivacy@chartisinsurance.com](mailto:CIPrivacy@chartisinsurance.com)**

**Special Notice:** You can obtain access to any non-public Personal Information we have about you if you properly identify yourself and submit a written request to the address above describing the information you want to review. We will also tell you the identity, if recorded, of persons to whom we have disclosed your non-public Personal Information within the preceding two years.

You may request that we correct, amend or delete any information about you. If we do so, we will notify organizations that provided us with that information and, at your request, persons who received that information from us within the preceding two years. If we refuse to correct, amend or delete the information, you may give us a written statement of the reasons you disagree, which we will place in your file and give to the same parties who would have been notified of the requested change.

**Our Customers Can Depend on Us**

We are committed to maintaining our trusted relationship with our Customers. We consider it our privilege to serve our Customers' insurance and financial needs and we value the trust they have placed in us. Our Customers' privacy is a top priority with us and thus we will continue to monitor our privacy practices in order to protect and respect that privacy and will comply with state privacy laws that require more restrictive practices than those set out in this notice.

**Important Information Concerning the Applicability and Future Changes to this Privacy and Data Security Notice**

Although we may change this Privacy and Data Security Notice at any time, you will be notified of any changes as required by law.

AIG Casualty Company; American Home Assurance Company; American International South Insurance Company; Audubon Insurance Company; Commerce and Industry Insurance Company; Granite State Insurance Company; Illinois National Insurance Co.; National Union Fire Insurance Company of Pittsburgh, Pa.; New Hampshire Insurance Company; The Insurance Company of the State of Pennsylvania; AIG Excess Liability Insurance Company Ltd.; American International Specialty Lines Insurance Company; Landmark Insurance Company; Lexington Insurance Company; National Union Fire Insurance Company of Vermont, other member companies of Chartis U.S., and American International Life Assurance Company of New York and AIG Life Insurance Company.



**Accident & Health**  
A division of Chartis, Inc

**HIPAA Privacy Notice**

Administrative Offices  
600 King Street, Wilmington, DE 19801

**THIS NOTICE DESCRIBES HOW MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION.**

**PLEASE REVIEW IT CAREFULLY.**

**Our Duties**

By law, Accident & Health, a division of Chartis, Inc., is required to maintain the privacy of protected health information and to provide you with notice of our legal duties and privacy practices with respect to protected health information. "Protected health information" includes any identifiable information that we obtain from you or others that relates to your physical or mental health, the health care you have received, or payment for your health care.

We are required to abide by the terms of this notice currently in effect. We reserve the right to change the terms of this notice and to make the new notice provisions effective for all protected health information that we maintain. In the event we revise the notice, we will provide you with a revised notice by mail.

**Your Individual Rights**

With respect to protected health information, you have the following rights:

1. The right to request restrictions on certain uses and disclosures of protected health information including the uses and disclosures listed in this notice and permitted disclosures. However, we are not required to agree to a requested restriction;
2. The right to reasonably request to receive confidential communications of protected health information by alternative means or at alternative locations;
3. The right to inspect and copy your protected health information in our records, except for:
  - psychotherapy notes;
  - information compiled in reasonable anticipation of, or for use in, a civil, criminal, or administrative action or proceeding;
  - protected health information that is subject to a law prohibiting access to that information; or
  - if the protected health information was obtained from someone other than us under a promise of confidentiality and the access requested would be reasonably likely to reveal the source of the information.

We may also deny your request to inspect and copy your protected health information if:

- a licensed health care professional has determined that the access requested is reasonably likely to endanger your life or physical safety or the life or physical safety of another person;
- the protected health information makes reference to another person and a health care professional has determined that the access requested is reasonably likely to cause substantial harm to such other person; or
- a licensed health care professional has determined that the access requested by your personal representative is reasonably likely to cause substantial harm to you or another person.

If we deny access on one of the above three grounds, you have the right to have the denial reviewed in accordance with applicable law;

4. The right to amend your protected health information contained in our records. However, if the information was not created by us, is not part of your medical or billing records, is not available for inspection, or the information is accurate and complete, we are not required to amend the information;

**Accident & Health, a division of Chartis, Inc.**

---

• National Union Fire Insurance Company of Pittsburgh, Pa. • The Insurance Company of the State of Pennsylvania  
• American Home Assurance Company • AIG Life Insurance Company • American International Life Assurance Company of New York

5. The right to receive an accounting of disclosures of protected health information made by us in the six years prior to the date on which the accounting is requested, except for disclosures:
  - to carry out payment and health care operations as provided below;
  - for notification purposes, as provided by law;
  - for national security or intelligence purposes, as provided by law;
  - to correctional institutions or law enforcement officials, as provided by law; or
  - that occurred prior to April 14, 2003; and
6. The right to obtain a paper copy of this notice upon request if you are viewing this notice electronically.

#### **Use and Disclosures of Protected Health Information**

Under Federal law, we are permitted to use and disclose protected health information for the purposes of treatment, payment, and health care operations.

- Treatment. We do not provide treatment.
- Payment. Payment refers to activities involving collection of premium and payment of claims. Examples of uses and disclosures under this section include (1) sharing protected health information with other insurers to determine coordination of benefits, the administration of claims, determining coverage, and providing benefits; and (2) sharing protected health information with third party administrators for the processing of claims.
- Operations. Operations refers to the business functions necessary for us to operate, such as quality assurance activities, audits, and complaint responses. Examples of uses and disclosures under this section include (1) using protected health information to for the purpose of underwriting and calculating premium rates, (2) using protected health information to perform legal, actuarial, and auditing services, (3) disclosing protected health information when responding to complaints, and (4) use of protected health information for general data analysis and long term management and planning.

We may also use or disclose your protected health information for other purposes permitted or required by law, including the following:

- to you, as the covered individual;
- to a personal representative designated by you to receive protected health information or a personal representative designated by law such as the parent or legal guardian of child, or the surviving family members or representative of the estate of a deceased individual;
- to the Secretary of Health and Human Services, or any employee thereof, as part of an investigation to determine our compliance with the HIPAA Privacy Rules;
- to a business associate as part of a contracted agreement to perform services for the group health plan;
- to a health oversight agency, such as the Insurance Commissioner's Office, to respond to inquiries or investigations of the plan, requests to audit the plan, or to obtain necessary licenses;
- in response to a court order, subpoena, discovery request or other lawful judicial or administrative proceeding;
- as required for law enforcement purposes;
- as required to comply with Workers' Compensation or other similar programs established by law.

The examples of permitted uses and disclosures listed above are not provided as an all inclusive list of the ways in which protected health information may be used. They are provided to describe in general the types of uses and disclosures that may be made.

Other uses and disclosures of your protected health information may be made only with your written authorization unless otherwise permitted or required by law. You may revoke such authorization at any time by providing written notice to us that you wish to revoke an authorization. We will honor a request to revoke as of the day it is received and to the extent that we have not already used or disclosed your protected health information in good faith with the authorization.

#### **Complaints Regarding Your Privacy Rights**

If you believe your privacy rights have been violated, you may complain to the Secretary of Health and Human Services or you may file a complaint with us. Address your complaint to HIPAA Privacy Officer, 600 King Street, 7<sup>th</sup> Floor, Wilmington, DE 19801. You will not be retaliated against by us for filing a complaint.

#### **Contact Us**

For further information regarding any matter covered by this notice, contact HIPAA Privacy Officer, Administrative Offices, 600 King Street, 7<sup>th</sup> Floor, Wilmington, DE 19801 or at 1-866-244-4786.

#### **Effective Date**

This notice becomes effective on April 14, 2003.

---

### **Accident & Health, a division of Chartis, Inc.**

• National Union Fire Insurance Company of Pittsburgh, Pa. • The Insurance Company of the State of Pennsylvania  
• American Home Assurance Company • AIG Life Insurance Company • American International Life Assurance Company of New York