There are 5 evaluators
George Ivory
Thomas J. Calhoun
Machell Stockstill
Billy Scott
Carla Williams

There are three (3) responses

Proposal 1 – CBIZ

Proposal 2 – Gallagher

Proposal 3 - DrHub



# Mississippi Valley State University

RFP - Student Athlete Accident Insurance

April 25, 2025

Dan Buckley
Managing Director, Gallagher Special Risk
617.769.6421 | dan\_buckley@ajg.com





# Student Health & Gallagher Special Risk

The information contained herein was developed from proprietary sources and constitutes the confidential work product of Arthur J. Gallagher & Co. (Gallagher). By accepting delivery of this information, Mississippi Valley State University agrees to maintain the contents as confidential. No part of this information may be reproduced or distributed to any other party beyond Mississippi Valley State University, its members and its consultants without the written permission of Gallagher.



# Request for Proposal

# Mississippi Valley State University

THIS IS NOT AN ORDER

14000 Hwy 82-W #7244 Itta Bena MS 38941-1400

	Web Add	dress: www.mvsu.edu/pu	rchasing/	Phone No: (662) 2	254-3319 Fax (662) 254	1-3314
Bio	d Title: S	tudent Athlete Acci	dent	Date:	02/05/2025	
		Insurance				
				Bid No.	VSRP-1001048	
		esting Department:		Number of Pages	9	
	Joyce	Dixon				
-	Busin	ess & Finance		Change Order:	<u> </u>	
Bids/P Taxes exemple	in your bi t from taxes	Month  Do not include State or ds/proposals. The Unive s. All orders will be place y Official Purchase Order.	rsity is	following item (s). Verthree copies. Rights your bid/proposals.	tate University is conside We ask that you submit are reserved to accept or re Your bid/proposals will b on or before the date and ti	your Bids/Proposals in eject any and all parts of e given consideration if
☐ TI	his bid/prope	osal will be awarded on a lir	ne by line			
	asis	obal will be awarded on a m	io by mic	Did/D	roposal opening {Date and	Time)
	his bid/propo asis	osal will be awarded on a all	or none	•	il 25, 2025 @ 2:00 p	-
		ersity reserves the rights I Is in the best interest of the		Carla	sissippi Valley State University	راه.
				By:	Carla Williams, Purchasir	
NOTE.	1.C				ail: ctwilliams@mvs	
any alte	rnate. Missi	tot quote on the exact mater issippi Valley State Univers is to waiver any irregularitie	ity reserves the i	right to accept any alterna-	te of equal or greater quali	ty or performance. We
ITEM	QUANTIT	CY I	DESCRIPTI	IONS	UNIT PRICE	TOTAL NET PRICE
		See Attachment : Accident Insuran		posal for Student		
	Ple	ase show Bid/Proposals	No. on outside	of Envelope		
this b <b>We q</b> u	oid/proposal	ssippi Valley State Univers at the same cost. above F.O.B – Mississippi ler.				onal 20% of days from
			C	11		
Terms:		Net 30	Company Quo	ting		
Date:		04/21/2025				
Phone/Fax	κ: -	(617) 769 6421	Dualda Ass	Spaning Discourage of D	popial Piak	
		Official Signatura	Buckley	naging Director of Sp	Decial RISK	

Carla Williams Purchasing Agent 1400 Hwy 82-W #7244 Itta Bena, MS 38941

April 25, 2025

Dear Carla.

Thank you for allowing Gallagher Affinity Insurance Services, Inc. to provide you with a proposal for the Student Athlete Accident Insurance for Mississippi Valley State University.

The Gallagher Special Risk team has managed Sports Accident Insurance programs since 1994. We currently partner with more than 450 colleges and universities across the country for all their athletic accident insurance needs. Our dynamic business model has enabled us to cater to the customized needs of our clients, varying from large Division I NCAA members to smaller NAIA and NJCAA schools and large consortium and group programs. All our clients rely on us for expert assistance with claims advocacy and management, renewal planning and cost containment strategies, claims reporting, risk identification and best practice recommendations, as well as overall account management.

More Division I schools trust us to place these coverages than any other broker. We currently place this coverage for more than 27% of NCAA Division I schools, including peers Mississippi State, Texas Southern and Alabama State. We also provide services for 15 HBCU Institutions and serve 42 schools in immediate border neighboring states, including Louisiana Tech, Southeastern Louisiana, LSU, UAB, Auburn, Alabama, Vanderbilt and Austin Peay.

This proposal will provide answers and clarification on all requirements listed in your request for proposal. Given our expertise in this niche and our market reach as a part of Arthur J. Gallagher & Co., I feel we are uniquely positioned to meet and exceed all the services you currently receive in conjunction with the Student Athlete Accident Insurance for Mississippi Valley State University.

We appreciate the opportunity to be considered for your business and look forward to working with you in the coming year. If you have any questions regarding this proposal, please contact us directly at the numbers or emails below.

Sincerely,

Dan Buckley

Managing Director
Gallagher Special Risk

617.769.6421 | dan buckley@aig.com

Jim Bridge

Jim Bridge

Sports & Special Risk Consultant

Gallagher Special Risk

617.769.6451 | jim\_bridge@ajg.com

# **Table of Contents**

Required Contents of the Quote	. 6
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## Required Contents of the Quote

In preparing your response to the questionnaire, you shall repeat each question in the order presented in this RFP followed by your response. Please provide complete answers and explain all issues in a concise, direct manner. TI1e proposer must submit the following information in the order requested:

1. State the full name and home office address of your agency. If the office that will service MVSU is located at a different address than the home office, provide the complete address and phone number for that office as well.

Gallagher Affinity Insurance Services Inc., 2850 Golf Road, Rolling Meadows, IL 60008. The office that will serve MVSU is located at 500 Victory Road, Quincy, MA 02171. The phone number is 617.769.6451.

2. Provide the name, title, address, telephone number, and email address of the contact person for this quote. The contact person shall be a licensed insurance agent and officer of the organization in a position to address any of MVSU's clarifications and concerns in a prompt and accurate manner.

Dan Buckley
Managing Director
Gallagher Special Risk
617.769.6421 | dan\_buckley@ajg.com.

Jim Bridge Sports & Special Risk Consultant Gallagher Special Risk 617.769.6451 | jim\_bridge@ajg.com.

#### Dan Buckley | Managing Director, Gallagher Special Risk - Primary Contact



Dan manages the Special Risk division that serves more than 430 clients. A licensed producer, he has more than 20 years of experience in the industry, as he created and grew the practice to become the largest of its kind dedicated to athletics and special risk. Today, our Special Risk division serves a diverse list of clients, from the Power 4 conferences to small independent K–12 schools and everything in between. Dan is committed to delivering the highest level of account management and customer service and consistently retains more than 98% of his clients year over year.

#### Jim Bridge | Sports Insurance Consultant, Gallagher Special Risk - Supporting Contact



Jim Bridge is a Consultant with Gallagher Special Risk, managing Athletic Student Insurance programs for colleges and universities nationwide. Jim provides program management and best practice consulting for Gallagher clients on all facets of their program. Jim comes to Gallagher after a 30+ year career as a Division I college football coach, providing him with a unique perspective and understanding of the needs of our clients and their student-athletes.

#### Please refer to Exhibit #1: Gallagher Licenses.

3. Restate each item listed in Section D., E., G., and H. of the RFP and detail how the Company meets or exceeds the required minimum qualifications. For provisions which are simply requirements indicate your agreement to such requirements.

#### D. Minimum Insurer Requirements

1. The Insurer shall have a minimum A.M. Best's Rating of A with a Financial Size Category of VIII or better.

Guarantee Trust Life (GTL): A, VIII

Mutual Of Omaha: A+, XV

Zurich: A, XV

2. The Insurer must be authorized to write this line of business in the State of Mississippi.

Guarantee Trust Life (GTL): Confirmed

Mutual Of Omaha: Confirmed

**Zurich: Confirmed** 

#### E. Coverage Specifications

1. The coverage shall provide coverage limits up to the NCAA Catastrophic threshold of \$90,000 per claim. The Accidental Medical Expense Maximum will be \$90,000 per claim.

Guarantee Trust Life (GTL): Confirmed

Mutual Of Omaha: Confirmed

**Zurich: Confirmed** 

2. An Air Travel Aggregate maximum may apply, but it cannot be less than \$1,000,000.

Guarantee Trust Life (GTL): Unlimited, no aggregate maximum included in this quote

Mutual Of Omaha: Confirmed

**Zurich: Confirmed** 

3. Air or Ground Ambulance: 100% of Usual and Customary

Guarantee Trust Life (GTL): Confirmed

Mutual Of Omaha: Confirmed

Zurich: Confirmed

4. Accident Medical Expense Benefit Maximum per claim: \$90,000

Guarantee Trust Life (GTL): Confirmed

Mutual Of Omaha: Confirmed

Zurich: Confirmed

5. Dental Maximum: \$90,000, but can be subject to the overall per claim Benefit Maximum

Guarantee Trust Life (GTL): Confirmed

Mutual Of Omaha: Confirmed

**Zurich: Confirmed** 

6. Maximum Benefit Period: 104 weeks from the date of the covered accident

Guarantee Trust Life (GTL): Confirmed

Mutual Of Omaha: Confirmed

**Zurich: Confirmed** 

7. Excess Coverage: Coverage will provide full excess benefits while being secondary to other policies, including medical or health insurance, if any such policy is applicable

Guarantee Trust Life (GTL): Confirmed

Mutual Of Omaha: Confirmed

**Zurich: Confirmed** 

- 8. Expanded Sports Coverage: Coverage will include expanded sports coverage, which includes (although not necessarily including the exact following language):
  - (a) overuse syndromes, such as bursitis, tendonitis, shin splints, stress fractures. (b) heat-related problems including heat exhaustion, heat stroke and heat prostration; (c) malfunctions of the heart; (d) embolism; (e) re-injuries (any injury for which services have been provided within 90-365 days from the date of the original injury or aggravation thereof);

and (f) sprains, hernia, strains, muscle tears, or repetitive motion injury (only if these conditions are aggravated by participation in a covered activity).

Guarantee Trust Life (GTL): Confirmed

Mutual Of Omaha: Confirmed

**Zurich: Confirmed** 

9. Exclusions: There shall not be an exclusion for overuse symptoms.

Guarantee Trust Life (GTL): Confirmed

Mutual Of Omaha: Confirmed

**Zurich: Confirmed** 

10. Definition of Pre-existing Conditions. Pre-existing conditions shall include a health condition for which a covered person had not sought or received medical advice or treatment during the 12 months immediately preceding his or her policy effective date of coverage.

Guarantee Trust Life (GTL): Confirmed

Mutual Of Omaha: Confirmed

**Zurich: Confirmed** 

11. Applicable Law. Applicable law and jurisdiction shall be Mississippi. This may be accomplished by conformity with law or statutes provision or endorsement.

Guarantee Trust Life (GTL): Confirmed

Mutual Of Omaha: Confirmed

**Zurich: Confirmed** 

## G. Responsibilities in Addition to Insurance Policy Requirements

1. Claims Reporting. MVSU will be provided with claims experience reports at least quarterly.

Gallagher will provide detailed claims experience reports on a quarterly basis and upon request from the school throughout the year as needed. Also, real-time claims information will be available through the A-G portal.

2. Comprehensive Loss Runs. Loss Run reports shall be provided within a reasonable time of such a request from MVSU, and loss runs shall be provided at least annually.

Gallagher will respond to all requests in a reasonable time and provide real-time access through the A-G portal.

3. A complete and accurate policy shall be provided within 60 days of the effective date of policy.

Gallagher adheres to a standard of excellence in policy checking and review. Within 60 days, a complete and accurate master policy will be provided to MVSU after a thorough review to ensure all limits and benefits adhere to MVSU requirements.

4. Claims Administration. Claims shall be administered by either the insurer, the broker, or a third-party administrator, or by a combination of these entities. Claims administration shall include appropriate record keeping and the ability to create claims reporting and loss run reports.

Gallagher carefully requested all carriers quoted in our market assignment to ensure a seamless transition for MVSU. All carriers will use your current TPA, A-G Specialty, as the TPA and claims payor. All record-keeping and custom record-building will be matched and enhanced through the Gallagher/A-G partnership. There will be no burden of transition to a new claims administrator if Gallagher is selected.

Guarantee Trust Life (GTL) and A-G Specialty: Confirmed Mutual Of Omaha and A-G Specialty: Confirmed Zurich and A-G Specialty: Confirmed

Please see Exhibits #2, #3, #4: Zurich, Mutual of Omaha, and Guarantee Trust Life for carrier and claims information.

#### H. Insurance Agent or Broker Responsibilities

- 1. The insurance agent shall facilitate communication between the Insurer and MVSU.
  - Acknowledged and confirmed.
- 2. The insurance agent must deliver a binder of coverage detailing the coverage prior to August 1, 2025.

#### Acknowledged and confirmed.

3. The insurance agent shall ensure that all information needed by MVSU is delivered and fully explained.

#### Acknowledged and confirmed.

4. The insurance agent shall provide Certificates of Insurance as requested by MVSU and/or insureds.

#### Acknowledged and confirmed.

5. The insurance agent shall assist the Named Insured and its employees with claims and coverage inquiries.

#### Acknowledged and confirmed.

6. The insurance agent shall provide an insurance certificate for Errors and Omissions coverage exhibiting the limits of liability, deductibles and name of the carrier prior to inception of the coverage. The Errors and Omissions coverage shall be maintained throughout the term of this Policy in a minimum amount of one million dollars (\$1,000,000) per occurrence and one million dollars (\$1,000,000) annual aggregate through an insurance company licensed by the Mississippi Department of Insurance. The Certificates of Insurance shall name Mississippi Valley State University as a certificate holder and shall be provided to MVSU upon request.

#### See Exhibit #5: Gallagher Memorandum of Insurance.

7. The insurance agent shall provide documentation that he or she is appropriately licensed to write this class of business.

#### Acknowledged and confirmed. Please refer to Exhibit #1: Gallagher Licenses.

8. The agent shall not have any conflict of interest under Mississippi Ethics laws which would prevent him or her providing services to MVSU.

Gallagher has no conflict of interest under Mississippi Ethics laws that would prevent him or her from providing services to MVSU.

4. Provide a detailed cost quotation(s) that includes the premium, the policy structure, all costs to MVSU, and summarizes significant coverage terms.

#### **Premium Quotation**

2025-2026 Premium

#### Athletic Accident Medical Insurance \$90,000 per Injury Maximum

Carrier	Deductible	2025-2026 Annual Premium
Guarantee Trust Life (GTL)	\$ 0 per Injury	\$256,000
Zurich	\$10,000 Intergrated per Injury	\$115,000
Zurich	\$10,000 Corridor per Injury	\$66,000
Zurich	\$185,000 Aggregrate \$0 per Injury Deductible	\$45,000 Premium \$33,000 Claims/Admin Fee
Zurich	\$60,000 Aggregate \$10,000 per Injury Deductible	\$25,000 Premium \$33,000 Claims/Admin Fee

NOTE: All carriers provided quotes, but Gallagher is only illustrating the very best options for MVSU to consider. All quotes are available upon request.

5. An officer, principal or owner of the insurance agent's firm must complete and sign the IHL Certificate of Ownership form (Exhibit A).

Please refer to Exhibit A: IHL Certificate of Ownership.

- 6. Provide a specimen policy that includes the terms governing the offered coverage.
  - Please see Exhibits #2 and #4: Zurich and Guarantee Trust Life for specimen policies.
- 7. As an appendix to the proposal, highlight value added services which will be provided to MVSU without additional costs beyond the quoted premium (and any other fees associated with the program or quote).

Additional services and resources provided to our clients as a part of our consultative service model are:

- 1. Acting as MVSU's claims advocate.
- 2. Managing the renewal process with the incumbent carrier and obtaining additional renewal proposals, if appropriate, to guarantee competitive pricing and coverage terms.
- 3. Communicating with campus stakeholders to educate them on claims policies and procedures.
- 4. Providing relevant claim filing materials (FAQs, brochures, claims filing procedures, etc.) with policy information and benefits.
- 5. Distributing periodic claim summary reports.
- 6. Ensuring the program complies with NCAA guidelines.
- 7. Conducting annual client benchmark reports and a policy review to ensure the current program provides the best coverage and benefits.
- 8. Distributing quarterly market updates.
- 9. Offering in-house collegiate sports medicine director for program consultation.

An attachment for additional services and products is included. Gallagher can provide a wide variety of insurance needs for the entire campus at additional fees. Please refer to Exhibit #6.

# Attachment A: IHL Ownership Form

Mississippi Board of Trustees of State Institutions of Higher Learning (IHL)

#### CERTIFICATION OF OWNERSHIP INTEREST IN CONTRACTOR

I. Submission Information (Section I. A. through C. is to be completed by the UNIVERSITY prior to sending to the Contracto
Section I.D. is to be completed by the CONTRACTOR.)

A. Institution/University Name:		Executive Office	
	Month	Day	Year
B. Submission Date:	May	1	2025
C. Agenda (Month/Year):	June	19	2025
D. Contractor's Legal Name:	Gallagher A	affinity Insurance Services	s, Inc. (GAIS)

# II. Submitted for the following Board Committee (Section II is to be completed by the UNIVERSITY prior to sending to the Contractor.)

х	Budget, Finance and Audit
	Real Estate
	Other (specify)

#### III. List of Owners (Sections III and IV are to be completed by the CONTRACTOR.)

The following is a listing of <u>all individuals and other entities</u> that have a financial interest of 10% or more in the ownership of the above named contractor:

Gallagher Affinity Insurance Services, Inc. is owned by Arthur J. Gallagher, Inc. a publically traded company.

Please visit investor.ajg.com for financial information

The following is a listing of all <u>parent companies</u> of the above named contractor that have a financial interest of 10% or more in the ownership of the contractor:

Arthur J. Gallagher Risk Management Services, Inc. & Arthur J. Gallagher & Co.

#### **IV. Certification**

The undersigned certifies that he/she is a lawful official representative of <u>Gallagher Affinity Insurance Services, Inc.</u> (insert legal name of contractor as noted above) and further certifies that the above is a listing of all individuals, other entities, and parent companies that have a financial interest of 10% or more in the ownership of the Contractor.

Name of Contractor Representative:	Daniel Buckley	
Title of Contractor Representative:	Menaging Director of Special Risk	
Signature:	(M) (M)	
Date:	4/22/2025	

# Exhibits:

- 1. Gallagher Licenses
- 2. Zurich
- 3. Mutual of Omaha
- 4. Guarantee Trust Life
- 5. Gallagher Memorandum of Insurance
- 6. Additional Products & Services
- 7. Gallagher Special Risk ICS Brochure

# Exhibit 1: Gallagher Licenses



Mike Chaney Commissioner of Insurance

Mark Haire

Deputy Commissioner of Insurance

#### License

## GALLAGHER AFFINITY INSURANCE SERVICES, INC

License Number: 9708751 NPN:

is licensed to engage in the business of insurance in the State of Mississippi in the capacity stated below, subject to applicable laws and rules.

**Effective Date** 

**Expiration Date** 

Licensed as: Insurance Producer Entity

10-27-2009

05-31-2025

Qualified for:

Commissioner of Insurance

Mississippi Insurance Department



**GALLAGHER AFFINITY INSURANCE** SERVICES, INC

LICENSE NUMBER: 9708751 NPN:

Licensed as/ Qualified for:

**Effective Date** 

**Expiration Date** 

**Insurance Producer Entity** 

10-27-2009

05-31-2025



Mike Chaney
Commissioner of Insurance

Mark Haire Deputy Commissioner of Insurance

#### License

#### Insurance Producer

Accident & Health or Sickness

#### DANIEL BUCKLEY

80 VAN BUREN DR ABINGTON, MA 02351-1569

#### is authorized to transact business as described above

License No: 10228010

Issue Date: 09-21-2011

Expiration Date: 07-31-2025

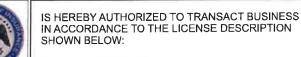
Generated by Sircon 303774254

#### MISSISSIPPI INSURANCE DEPARTMENT



DANIEL BUCKLEY 80 VAN BUREN DR, ABINGTON, MA 02351-1569

LICENSE NUMBER: 10228010



Insurance Producer
Accident & Health or Sickness

Issue Date: 09-21-2011

Expiration Date: 07-31-2025

Generated by Sircon 303774254



Mike Chaney Commissioner of Insurance

David Browning
Deputy Commissioner of Insurance

License

#### **Insurance Producer**

Accident & Health or Sickness, Life

#### **JAMES BRIDGE**

10300 CARNEGIE CLUB DR COLLIERVILLE, TN 38017

# is authorized to transact business as described above

License No: 11029724

Issue Date: 04-12-2024

Expiration Date: 10-31-2025

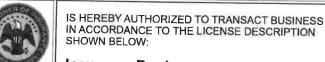
Generated by Sircon 323597549

# MISSISSIPPI INSURANCE DEPARTMENT

THIS IS TO CERTIFY THAT

JAMES BRIDGE 10300 CARNEGIE CLUB DR, COLLIERVILLE, TN 38017

LICENSE NUMBER: 11029724



Insurance Producer
Accident & Health or Sickness, Life

Issue Date: 04-12-2024

Expiration Date: 10-31-2025

Generated by Sircon 323597549

# Exhibit 2: Zurich

# **Carrier and Claims Company Information**

#### **Insurance Carrier Name**

**Zurich American Insurance Company** 

City, State

A.M. Best Rating

**Financial Status** 

Schaumburg, Illinois

A+ (Superior)

XV (\$2 Billion or Greater)

Carrier Description: Zurich has 150 years of experience managing risk and supporting resilience for customers around the world. Founded in Switzerland in 1872, Zurich expanded to North America in 1912 to become a leading provider of commercial property-casualty insurance solutions and services in the U.S. and Canada. Today, we serve a diverse set of industries including automotive, agriculture, construction, manufacturing, technology and numerous others. Our customers include 90% of the Fortune 500® as well as a diverse array of Middle Market businesses. Reflecting our purpose to create a brighter future for everyone in the communities where we live and work, Zurich aspires to be one of the most responsible and impactful businesses in the world.

#### Claims Company Name

A-G Specialty Insurance

City, State

Berwyn, PA 30 years

Years of serving student insurance industry

Company Description: A-G's solution focuses on three pillars —service, savings, and technology integration. Our goal is to simplify the process for schools. One way in which we achieve this is by having a dedicated team to track down bills and EOBs in order to alleviate you from this burdensome task so that you may better take care of your student-athletes. With advanced EDI capabilities, A-G accepts and stores the digital documents collected from the medical providers, extracts the data from them, and gets them into the proper claim within 24 hours of receipt. A-G's proprietary, web-based claims management system acts as a reservoir of data, providing clients with a real-time update on what is needed to pay a claim, the paid amount, check number, and other relevant information through an intuitive claims portal. A-G has developed a unique savings model that yields superior cost savings on claims in order to attain the most stable pricing possible as the result of helping schools achieve better claims experience and more savings.

#### Claims Submission Information

Nationwide Toll-Free Number

Claim Form Required?

Claim lookup online?

Claim Submission Deadline

Mailing address for claim submission

E-mail address for claim submission

Website

Claims Portal

**Customer Service Hours (EST)** 

**Assigned Specific Claims Examiner?** 

Claims Processing Time for a complete claim while maintaining a 98.9% financial accuracy (# of days/range)

HIPAA Compliance with federal privacy and confidentiality requirements Yes/NO

1-800-634-8628

Yes

Yes

90 days or as soon as possible, or within 90 days of date of injury or first treatment for the injury. Medical bill, HCFA 1500 or UB04 should be used to submit expenses.

PO Box 21013, Eagan, MN 55121

claims@agadm.com

www.agspecialtyinsurance.com

access.agadministrators.com/EGBAR/Login.aspx

Monday - Friday 8:00am - 6:00pm EST

Yes

5-7 Business Days

Yes

# **Z**URICH

#### **Blanket Accident Insurance Policy**

#### **ZURICH AMERICAN INSURANCE COMPANY**

1299 Zurich Way Schaumburg, Illinois 60196

In return for the payment of premium expressed in the Schedule, **We** agree to pay the benefits of this **Policy** to the persons insured hereunder, subject to the terms and conditions which follow. **We** have issued this **Policy** to the **Policyholder**. This **Policy** is executed as of the Policy Inception Date shown in the Schedule which is its date of issue, and from which anniversary dates are measured.

RENEWAL. This **Policy** will automatically renew for an additional twelve-month (12) period unless either party expresses its intent not to renew as specified in the Termination of Insurance provisions shown in Section VII.A.

This **Policy** is delivered in, and subject to the laws of the Contract Situs in which it is issued.

We will pay benefits described in this **Policy** when an **Insured** suffers a **Covered Loss** as a result of participating in a **Covered Activity** described in the Schedule.

# THIS BLANKET ACCIDENT INSURANCE POLICY PROVIDES ACCIDENT COVERAGE ONLY THIS POLICY DOES NOT PROVIDE COVERAGE FOR SICKNESS

We and the Policyholder have agreed to all the terms of this Policy.

This is a legal contract between the Policyholder and Us.

IN WITNESS WHEREOF, this **Company** has executed and attested these presents and, where required by law, has caused this **Policy** to be countersigned by its duly Authorized Representative(s).

President

Corporate Secretary

PLEASE READ THIS POLICY CAREFULLY

NON-PARTICIPATING

#### TABLE OF CONTENTS

SECTION	DESCRIPTION
Section I	SCHEDULE
Section II	ELIGIBILITY AND EFFECTIVE DATES OF INSURANCE
Section III	DEFINITIONS
Section IV	GENERAL EXCLUSIONS
Section V	GENERAL LIMITATIONS
Section VI	PREMIUMS
Section VII	TERMINATION OF INSURANCE
Section VIII	HOW TO FILE A CLAIM
Section IX	PAYMENT OF CLAIMS
Section X	GENERAL POLICY CONDITIONS
Section XI	BENEFITS

#### SECTION I - SCHEDULE

I. POLICYHOLDER:

Mississippi Valley State University

14000 US-82

Itta Bena, Mississippi 38941

II. POLICY NUMBER:

III. POLICY INCEPTION DATE:

August 1, 2025

IV. POLICY PERIOD:

August 1, 2025 to August 1, 2026

(All Insurance begins and ends at 12:01 a.m. at the Policyholder's address)

V. CONTRACT SITUS:

Mississippi

#### VI. ELIGIBILITY AND CLASSIFICATION OF INSUREDS:

The following individuals are eligible to become **Insureds** upon the submission of completed enrollment material, if required:

Class I: All intercollegiate student athletes, student coaches, student managers, student trainers of the Policyholder

If an **Insured** suffers a **Covered Injury** resulting in a **Covered Loss**, and he or she **is** covered under more than one Class, **We** will pay only one benefit, the largest benefit.

#### VII. COVERED ACTIVITY(IES):

Class I:

While participating in sponsored or supervised activities; participation in regularly scheduled athletic games or competition or practice sessions for the sports herein; participation in off-season physical conditioning for the sports team; and traveling as part of a group in transportation authorized or arranged by the sponsoring organization.

Covered Sports – Band, Men's Baseball, Men's and Women's Basketball, Men's and Women's Cross Country, Men's Football, Women's Soccer, Women's Softball, Women's Tennis, Men's and Women's Track & Field and Women's Volleyball.

#### VIII. BENEFITS:

BENEFITS	CLASS COVERED	COVERAGE AMOUNT	FORM NUMBER
Accidental Death Benefit	Class I	<b>\$10,</b> 000.00	U-BMC-300-B MS (09/21)
Accidental Dismember <b>me</b> nt Ben <b>efit</b>	Class I	\$10,000.00	U-BMC-300-B MS (09/21)
Exposu <b>re</b> and Disappea <b>ra</b> nce Benefit	Class I	\$10,000.00	U-BMC-300-B MS (09/21)
Accident Medical Expense Benefit Aggregate	Class I	See Benefit Rider	U-BMC-380-B MS (01/20)
Deductible Endorsement	Class I	See Benefit Rider	U-BMC-383-A CW (01/20)
Cardiac Injury Extension	Class I	See Benefit Rider	U-BMC-393-A CW (10/20)

#### IX. REPORTING AND NOTICE ADDRESSES:

Claim Reporting:

A-G Specialty Insurance, LLC

P.O. Box 21013 Eagan, MN 55121 Phone: 610-933-0800 Fax: 610-933-4122

Email: claims@agadm.com

#### X. PREMIUMS:

Premium: \$###### per year

Benefits under this Policy are Non-Contributory.

SECTION II - ELIGIBILITY AND EFFECTIVE DATES OF INSURANCE

#### INSURED'S EFFECTIVE DATE

An Insured's coverage under this Policy begins on the latest of:

- 1. the Policy Inception Date shown in the Schedule;
- 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 ELIGIBILITY AND CLASSIFICATION OF INSUREDS section on the Schedule;

A change in an **Insured's** coverage under this **Policy** due to a change in his or **her** eligible class becomes effective on the later of:

- 1. when the change in his or her eligible class 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 after the change becomes effective.

#### SECTION III - DEFINITIONS

Accident or Accidental means a sudden, unexpected, specific and abrupt event that occurs by chance at an identifiable time and place during the Policy term.

Active means a member as defined by the Policyholder based on elements relating to the relationship between the organization and its members, the school and its students, the creditor and its debtors, or the vendor and its vendees, etc..

**Contributory** means the **Insured** is required to pay all **or** a portion of the **pre**mium. Whether the benefits are **Contributory** or **Non-Contributory** is stated in the **Schedule**.

Covered Accident means an Accident that results in a Covered Loss.

Covered Activity(ies) means those activities set out in the COVERED ACTIVITIES section of the Schedule.

Covered Injury means bodily injury directly caused by Accidental means which is independent of all other causes, results from a Covered Accident, occurs while the Insured is insured under this Policy and participating in a Covered Activity, and results in a Covered Loss.

Covered Loss means a loss which meets the requisites of one or more benefits or additional benefits, results from a Covered Injury, and for which benefits are payable under this Policy.

Domestic Partner means as defined in the Policyholder's medical plan as on file and approved by Us.

To qualify as a Domestic Partner, the following requirements must be met:

- the Insured and the Domestic Partner must have an intimate, committed relationship of mutual caring, and have agreed to be responsible for each other's welfare;
- 2. the **Insured** and the **Domestic Partner** must have lived together in such a relationship for a period of not less than six consecutive months at the same residence address;
- 3. the Insured and the Domestic Partner must both be at least 18 years of age;
- 4. neither the Insured nor the Domestic Partner are legally married;
- 5. the Insured and the Domestic Partner are not Related by blood or adoption;
- 6. the **Insured** and the **Domestic Partner** are each other's sole **Domestic Partner** and intend to remain so indefinitely; and
- the Insured and the Domestic Partner must be of the same sex, and if applicable law permitted, would be married.

The existence of the relationship between the Domestic Partner and the Insured must be evidenced by:

- 1. the **Domestic Partner** being named as the primary beneficiary in the event of the **Insured's** death under the **Insured's** retirement plan or 401(k) plan, if the **Insured** maintains such a plan;
- 2. at least one of the following:
  - a. designation of the Domestic Partner as a primary beneficiary under the Insured's will; or
  - b. designation of the **Domestic Partner** as a primary beneficiary for the **Insured's** life insurance;
- 3. at least one of the following:
  - a. joint ownership of real estate (whether by mortgage, lease or deed);
  - b. joint ownership of a motor vehicle; or
  - c. joint ownership of a bank account; and
- 4. a completed, active certification of **Domestic Partner** status form on file with the **Policyholder**.

To be active, the **Insured** will not have completed a Termination of **Domestic Partner** status form with respect to the **Domestic Partner**.

Foreign National means a person who is a citizen of a country or other jurisdiction other than the United States of America and who is not a resident of the United States of America.

Immediate Family Member means the Insured's Spouse, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, father-in-law, parent, stepparent, brother, sister, stepbrother, stepsister, child, child who has been legally adopted, or stepchild.

**Insured** means any person who is eligible for coverage under this **Policy** as provided in the ELIGIBILITY AND CLASSIFICATION OF INSUREDS section of the Schedule, and who completes the enrollment material, if required.

Limb means an arm or a leg.

Non-Contributory means the Insured is not required to contribute toward the premium. Whether the benefits are Contributory or Non-Contributory is stated in the Schedule.

Physician means a person who is:

- a doctor of medicine, osteopathy, psychology or other legally qualified practitioner of a healing art that We recognize
  or are required by law to recognize;
- 2. licensed to practice in the jurisdiction where care is being given;
- 3. practicing within the scope of that license; and
- 4. not an Immediate Family Member.

Plan means the coverages and/or benefits selected in the Schedule.

Policy means this Blanket Accident Insurance Policy.

Policyholder means the entity named as such in the Schedule.

Spouse means the Insured's legally married Spouse.

We, Us, and Our means Zurich American Insurance Company or Our authorized representative.

#### SECTION IV - GENERAL EXCLUSIONS

A loss will not be a Covered Loss if it is caused by, contributed to, or results from:

- being intoxicated while operating a motor vehicle.
- a. An Insured will be conclusively presumed to be intoxicated if the level of alcohol in his or her blood exceeds the amount at which a person is presumed, under the law of the locale in which the Accident occurred, to be intoxicated, if operating a motor vehicle.
- b. An autopsy report from a licensed medical examiner, law enforcement officer reports, or similar items will be considered proof of the Insured's intoxication.
- 2. war or any act of war, whether declared or undeclared.
- 3. involvement in any type of active military service.

- illness or disease, regardless of how contracted; medical or surgical treatment of illness or disease; or complications following the surgical treatment of illness or disease; except for Accidental ingestion of contaminated foods.
- 5. participation in the commission or attempted commission of any felony.
- 6. parasailing, bungee jumping, heli-skiing, scuba diving or any other extra-hazardous activity.
- 7. being intoxicated while operating a motor vehicle.
  - a. An Insured will be conclusively presumed to be intoxicated if the level of alcohol in his or her blood exceeds the amount at which a person is presumed, under the law of the locale in which the Accident occurred, to be intoxicated, if operating a motor vehicle.
  - b. An autopsy report from a licensed medical examiner, law enforcement officer reports, or similar items will be considered proof of the Insured's intoxication.
- being under the influence of any prescription drug, controlled substance, or hallucinogen, unless such prescription drug, controlled substance, or hallucinogen was prescribed by a Physician and taken in accordance with the prescribed dosage.
- travel or flight in any aircraft except as a fare-paying passenger on a regularly scheduled charter or commercial flight.
- 10. a cardiovascular event or stroke caused by exertion prior to or at the same time as an Accident.
- 11. participation in any team sport or any other athletic activity unless mentioned in the Covered Activities.
- 12. any condition for which the Insured is entitled to benefits under any Workers' Compensation Act, No Fault Auto Coverage or similar law.
- 13. the Insured riding in or driving any type of motor vehicle as part of a speed contest or scheduled race, including testing such vehicle on a track, speedway or proving ground.
- 14. any loss incurred while outside the United States, its territories or Canada.

#### SECTION V - GENERAL LIMITATIONS

Benefits are payable only for Covered Losses incurred as a result of participation in Covered Activities.

LIMITATION ON MULTIPLE COVERED LOSSES: If an Insured suffers more than one Covered Loss as a result of the same Accident, We will pay only one benefit, the largest benefit.

LIMITATION ON MULTIPLE COVERED ACTIVITIES: If an Insured suffers a Covered Loss while participating in more than one Covered Activity, We will pay only one benefit, the largest benefit .

LIMITATION ON MULTIPLE BENEFITS: If an **Insured** can recover benefits under more than one of the Benefits stated in the Schedule, as a result of the same **Accident**, **We** will pay only one benefit, the largest benefit.

LIMITATION ON MULTIPLE COVERED POLICIES: If an Insured can recover benefits under more than one accident policy written by Zurich American Insurance Company, We will pay under only one policy, the policy which offers the Insured the largest benefit.

#### SECTION VI - PREMIUMS

- A. PREMIUMS: Premiums are due and payable to **Us** at the rates and in the manner described in the Schedule. All rates are expressed and all premiums are payable in United States currency. If, at any time, it is determined that additional premium or a premium credit is due, the additional premium must be paid or the premium credit applied at the next premium due date. Except in the case of fraud, premium adjustments will be made only for the current Policy Period and the prior Policy Period.
- B. GRACE PERIOD: Premiums are due for this **Policy** on or before the premium due date or renewal date, whichever applies. If a renewal premium is not paid when it is due, there is a thirty-one (31) day Grace Period (the "Grace Period") to pay. During the Grace Period, the **Policy** will stay in force. There will not be a Grace Period if **We** have given notice, at least thirty (30) days in advance, that **We** are going to terminate this **Policy**.
- C. CHANGE IN PREMIUM: We may change the premium as a condition of any renewal of this Policy by giving at least seventy-five (75) days written notice to the Policyholder. We may also change premium at any time when any change, agreed upon in writing, between the Policyholder and Us is made that affects coverage or if it is discovered that there was a material misrepresentation in the information relied upon in establishing the premiums.
- D. REINSTATEMENT. If any renewal premium is not paid within the time granted the Policyholder for payment, a subsequent acceptance of premium by Us or by any authorized agent, without requiring an application for reinstatement, reinstates the Policy. However, if We or authorized agent requires an application for reinstatement and issues a

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conditional receipt for the premium tendered, the **Policy** will be reinstated upon approval of the application by **Us** or, if there is no approval, upon the forty-fifth (45<sup>th</sup>) day following the date of the conditional receipt unless **We** have previously notified the **Policyholder** in writing of its disapproval of the application. The reinstated **Policy** will cover only injuries for loss resulting from an **Accident** sustained after the date of reinstatement. In all other respects, **We** and the **Policyholder** have the same rights had under the **Policy** immediately before the due date of the defaulted premium, subject to any provisions endorsed or attached in connection with the reinstatement.

#### SECTION VII - TERMINATION OF INSURANCE

#### A. POLICY RENEWAL AND TERMINATION:

RENEWAL: This **Policy** will automatically renew for an additional twelve-month (12) period unless either party expresses its intent to terminate as specified herein.

TERMINATION BY POLICYHOLDER: The **Policyholder** may terminate this **Policy** by delivering to **Us** a written notice to end this **Policy**. **We** will calculate and return the unearned premium, if any, using a standard short rate table. The **Policyholder** will send **Us** any additional amounts owed, if any, between the **Policy's** paid to date and the official date of termination.

TERMINATION BY US: **We** may terminate this **Policy** by giving the **Policyholder** at least thirty (30) days notice of **Our** intent to terminate. Such notice will state the exact date the **Policy** will **terminate**. **We** will mail a notice of such termination to the **Policyholder's** last address shown in **Our** records.

We may also, at any time, end this **Policy** for non-payment of premium on any premium due date if the payment is not received prior to the end of the Grace Period. We will mail a notice of such termination to the **Policyholder's** last address shown in **Our** records.

Termination will be without prejudice to any claim which commenced prior to the effective date of termination.

#### SECTION VIII - HOW TO FILE A CLAIM

- A. NOTICE: The **Insured** or the beneficiary, or someone on their behalf, must give **Us** written notice of the **Covered Loss** within ninety (90) days of such **Covered Loss**, or as soon thereafter as reasonably possible. The notice must name the **Insured**, and the Policy Number. To request a claim form, the **Insured** or the beneficiary, or someone on their behalf may contact **Us** at Phone: 610-933-0800. The notice must be sent to the address shown on the Schedule, or any of **Our** agents. Notice to **Our** agents is considered notice to **Us**.
- B. CLAIM FORMS: **We** will send the claimant Proof of Covered Loss forms within fifteen (15) days after **We** receive notice. If the claimant does not receive the **Proof** of Covered Loss form in fifteen (15) days after submitting notice, he or she can send **Us** a detailed written report of the claim and the extent of the Covered Loss. **We** will accept this report as a Proof of Covered Loss if sent within the time fixed below for filing a Proof of Covered Loss.
- C. PROOF OF COVERED LOSS: Written Proof of Covered Loss, acceptable to Us, must be sent within ninety (90) days of the Covered Loss. Failure to furnish Proof of Covered Loss acceptable to Us within such time will neither invalidate nor reduce any claim if it was not reasonably possible to furnish the Proof of Covered Loss, and the proof was provided as soon as reasonably possible.

#### SECTION IX - PAYMENT OF CLAIMS

#### A. TIME OF PAYMENT:

1. All benefits payable under the Policy for any loss, other than loss for which the Policy provides any periodic payment, will be paid within twenty-five (25) days after receipt of due written proof of such loss in the form of a clean claim where claims are submitted electronically, and will be paid within thirty-five (35) days after receipt of due written proof of such loss in the form of clean claim where claims are submitted in paper format. Benefits due under the policies and claims are overdue if not paid within twenty-five (25) days or thirty-five (35) days, whichever is applicable, after the insurer receives a clean claim containing necessary medical information and other information essential for the insurer to administer preexisting condition, coordination of benefits and subrogation provisions. A "clean claim" means a claim received by an insurer for adjudication and which requires no further information, adjustment or alteration by the provider of the services or the insured in order to be processed and paid by the insurer. A claim is clean if it has no defect or impropriety, including any lack of substantiating documentation, or particular circumstance requiring special treatment that prevents timely payment from being made on the claim under this provision. A clean claim includes resubmitted claims with previously identified deficiencies corrected. Errors, such as system errors, attributable to the insurer, do not change the clean claim status.

A clean claim does not include any of the following:

a. A duplicate claim, which means an original claim and its duplicate when the duplicate is filed within thirty (30) days of the original claim;

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- b. Claims which are submitted fraudulently or that are based upon material misrepresentations;
- c. Claims that require information essential for the insurer to administer preexisting condition, coordination of benefits or subrogation provisions; or
- d. Claims submitted by a provider more than thirty (30) days after the date of service; if the provider does not submit the claim on behalf of the insured, then a claim is not clean when submitted more than thirty (30) days after the date of billing by the provider to the insured.

Not later than twenty-five (25) days after the date the insurer actually receives an electronic claim, the insurer shall pay the appropriate benefit in full, or any portion of the claim that is clean, and notify the provider (where the claim is owed to the provider) or the insured (where the claim is owed to the insured) of the reasons why the claim or portion thereof is not clean and will not be paid and what substantiating documentation and information is required to adjudicate the claim as clean. Not later than thirty-five (35) days after the date the insurer actually receives a paper claim, the insurer shall pay the appropriate benefit in full, or any portion of the claim that is clean, and notify the provider (where the claim is owed to the provider) or the insured (where the claim is owed to the insured) of the reasons why the claim or portion thereof is not clean and will not be paid and what substantiating documentation and information is required to adjudicate the claim as clean. Any claim or portion thereof resubmitted with the supporting documentation and information requested by the insurer shall be paid within twenty (20) days after receipt.

For purposes of this provision, the term "pay" means that the insurer shall either send cash or a cash equivalent by United States mail, or send cash or a cash equivalent by other means such as electronic transfer, in full satisfaction of the appropriate benefit due the provider (where the claim is owed to the provider) or the insured (where the claim is owed to the insured). To calculate the extent to which any benefits are overdue, payment shall be treated as made on the date a draft or other valid instrument was placed in the United States mail to the last known address of the provider (where the claim is owed to the provider) or the insured (where the claim is owed to the insured) in a properly addressed, postpaid envelope, or, if not so posted, or not sent by United States mail, on the date of delivery of payment to the provider or insured.

- Subject to due written proof of loss, all accrued benefits for loss for which this policy provides periodic payment will be paid monthly, and any balance remaining unpaid upon the termination of liability will be paid within thirty (30) days after receipt of due written proof.
- 3. If the claim is not denied for valid and proper reasons by the end of the applicable time period prescribed in this provision, the insurer must pay the provider (where the claim is owed to the provider) or the insured (where the claim is owed to the insured) interest on accrued benefits at the rate of three percent (3%) per month accruing from the day after payment was due on the amount of the benefits that remain unpaid until the claim is finally settled or adjudicated. Whenever interest due pursuant to this provision is less than One Dollar (\$1.00), such amount shall be credited to the account of the person or entity to whom such amount is owed. The provisions of this subparagraph 3 shall not apply to any claims or benefits owed under Medicare Advantage plans or Medicare Advantage Prescription Drug plans.
- 4. In the event the insurer fails to pay benefits when due, the person entitled to such benefits may bring action to recover such benefits, any interest which may accrue as provided in subparagraph 3 of this paragraph (h) and any other damages as may be allowable by law. If it is determined in such action that the insurer acted in bad faith as evidenced by a repeated or deliberate pattern of failing to pay benefits and/or claims when due, the person entitled to such benefits (health care provider or insured) shall be entitled to recover damages in an amount up to three (3) times the amount of the benefits that remain unpaid until the claim is finally settled or adjudicated.

#### B. WHO WE WILL PAY:

- 1. LOSS OF LIFE OF AN INSURED: Covered Losses resulting from the Insured's death are paid to the named beneficiary at the time of death. If there is no beneficiary named or the named beneficiary predeceases or dies at the same time as the Insured, We will pay the benefit to the the beneficiary named by the Insured for the Insured's Life Insurance policy. If there is no beneficiary named by the Insured for the Insured's Life Insurance policy, or the named beneficiary predeceases or dies at the same time as the Insured, We will pay the benefit to Insured's estate.
- ALL OTHER CLAIMS: Benefits are to be paid to the Insured. He or she may direct in writing that all, or part of the
  Accident Excess Integrated Medical Expense Benefit if applicable, will be paid directly to the party who furnished
  the service. The direction may be changed by the Insured at any time up to the filing of the Proof of Covered Loss.
- If a Foreign National is entitled to benefits for a Covered Loss and We are unable to make payment directly to him or her because of legal restrictions in the country or jurisdiction where such Foreign National is located, We will either: (1) pay the benefits to a bank account owned by the Foreign National in the United States of America;

or (2) if no such bank account is established or maintained, **We** will pay the benefits to the **Policyholder** on behalf of the **Foreign National**. It will then be the responsibility of the **Policyholder** to remit the benefit to such **Foreign National**. Payment of the benefit to the **Policyholder** will release **Us** from any further liability to the **Foreign National**. If the **Policyholder** does not remit the payment to the **Foreign National**, the **Policyholder** will indemnify **Us** and hold **Us** harmless against any and all liability incurred by **Us** including, but not limited to, interest, penalties, and attorneys' fees in connection with, arising or resulting from such failure to remit payment. The **Policyholder** will not be considered the beneficiary under the **Policy** if payment is made to the **Policyholder** in accordance with this provision.

4. Any payment **We** make will fully discharge **Us** to the extent of the payment.

#### SECTION X - GENERAL POLICY CONDITIONS

- A. BENEFICIARIES: The **Insured** has the sole right to name a beneficiary. The beneficiary has no interest in the **Policy** other than to receive certain payments. Unless an irrevocable beneficiary is named, The **Insured** may change the beneficiary at any time unless he or she has assigned the interest in the **Policy**. In such case, the person to whom he or she has assigned the interest in this **Policy** may have the right to change the beneficiary. Consent to a change by a prior beneficiary is not needed. Any beneficiary designation must be in writing on a form acceptable to **Us**.
- B. CHANGE OR WAIVER: A change or waiver of any terms or conditions of this **Policy must** be issued by **Us** in writing and signed by one of **Our** executive officers. No agent has authority to change **or** waive **Policy** terms or conditions. A failure to exercise any of **Our** rights under this **Policy** will not be deemed as a waiver of such rights in the same or future situations.
- C. CLERICAL ERROR: A clerical error or omission will not increase or continue an Insured's coverage, which otherwise would not be in force. If an Insured applies for insurance for which he or she is not eligible, We will only be liable for any premiums paid to Us.
- D. CONFORMITY WITH STATUTE: Terms of this **Policy** that conflict with the laws of the state in which the Insured resides on such date are amended to conform to such laws.
- E. ENTIRE CONTRACT: This **Policy**, the **Policyholder** application, **Insured** enrollment materials, Benefit Riders, and any other attachments represent the entire insurance contract between the **Policyholder** and **Us**.
- F. INSURED CERTIFICATES: **We** will give to the **Policyhoder** a certificate, in either paper or electronic format, for their **Insureds**, where required by state **law**, The **Policyholder will** either give or make these certificates available to the **Insureds**. Such certificate will contain a summary of terms that affect benefits.
- G. SUIT AGAINST US: No action on this **Policy may be bro**ught until sixty (60) days after written Proof of Covered Loss has been sent to **Us**. Any action must commence within three (3) years of the date the written Proof of Covered Loss was required to be submitted. If the law of the state where the **Insured** lives makes such limit void, then the action must begin within the shortest time period permitted by law.
- H. PHYSICAL EXAMINATION: We have the right to examine an Insured when and as often as We may reasonably request while the claim is pending. Such examination will be at Our expense.
- I. POLICYHOLDER RECORDS: The Policyholder will keep a record of the coverage, premium and other pertinent administrative information for each Insured, which, if acceptable to Us will be deemed to be a part of the Policy. We may examine these records at reasonable times while the Policy is in force and for six years after the termination of the Policy. The Policyholder will report to Us within a reasonable time all changes in information regarding an Insured. The Policyholder will indemnify Us for any benefits or other payments that are caused in whole or in part by the Policyholder's negligence or error in performing the record keeping function.
- J. CHOICE OF SERVICE PROVIDER: The **Insured** has the sole right to choose his or her duly licensed **Physician** and hospital.
- K. ARBITRATION: Any contest to a claim denial under this **Policy** will be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction. The arbitration will occur at the offices of the American Arbitration Association nearest to the **Insured**. The arbitrator(s) will not award consequential or punitive damages in any arbitration under this section. This provision does not apply if the **Insured** is a resident of a state where the law does not allow binding arbitration in an insurance **Policy**, but only if this **Policy** is subject to its laws. In such a case, binding arbitration does not apply. This provision bars the institution of a lawsuit by the **Insured**.
- L. TIME LIMIT ON CERTAIN DEFENSES: In the absence of fraud, statements made by the **Policyholder** or an **Insured** are deemed representations and not warranties. No such statement will cause **Us** to deny or reduce the benefits due

- under this **Policy** or be used as a defense of a claim, unless it is contained in a signed written application. After two years from the date coverage starts no such statement (except age) will cause this **Policy** to be contested.
- M. COMMUTATION OF LOSSES: This **Policy** may be commuted through mutual agreement by the **Policyholder** and Zurich American Insurance Company. As of the commutation date both parties agree to release each other from any and all obligations to each other in connection with this **Policy** provided that the amount mutually agreed by both parties is paid at the time of commutation.

#### SECTION XI - BENEFITS

#### ACCIDENTAL DEATH BENEFIT

If an Insured suffers a loss of life as a result of a Covered Injury, We will pay the applicable amount shown in the Schedule. The death must occur within 365 Days of the Covered Injury.

#### ACCIDENTAL DISMEMBERMENT BENEFIT

If a Covered Injury to an Insured results in any of the following Covered Losses, We will pay the percentage shown below. The Covered Loss must occur within 365 days of the Covered Accident.

The benefit amount is based on the maximum amount shown in the Schedule for the person suffering the Covered Loss.

Covered Loss of	Percentage of Maximum Amount
Both Hands or Both Feet	100%
One Hand and One Foot	100%
One Hand or One Foot plus the loss of Sight of One Eye	100%
Sight of Both Eyes	100%
Speech and Hearing	100%
Speech or Hearing	50%
One Hand; One Foot; or Sight of One Eye	50%
Thumb and Index Finger of the same Hand	25%
Hearing in One Ear	25%

For purposes of this Benefit, DEFINTIONS is amended to include the following:

#### Covered Loss means:

- For a foot or hand, actual severance through or above the ankle or wrist joint;
- 2. For thumb and index finger, complete severance through or above the metacarpophalangeal joint of both digits;
- 3. Total and permanent loss of sight;
- Total and permanent loss of speech; or
- Total and permanent loss of hearing.

#### EXPOSURE AND DISAPPEARANCE BENEFIT

If an **Insured** is **exposed** to weather because of an **Accident** and this results in a **Covered Loss**, **We** will pay the applicable amount shown in **the Schedule subject to** all **Policy** terms.

If the conveyance in which an **Insured** is riding disappears, is wrecked, or sinks, and the **Insured** is not found within 365 days of the event, **We** will presume that the person lost his or her life as a result of injury. If travel in such conveyance was covered under the terms of this **Policy**, **We** will pay the applicable amount shown in the Schedule, subject to all **Policy** terms. **We** have the right to recover the benefit if **We** find that the **Insured** survived the event.

### **Accident Medical Expense Benefit with Sublimits**



Zurich American Insurance Company 1299 Zurich Way Schaumburg, Illinois 60196

#### THIS RIDER CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This rider modifies insurance provided under the Blanket Accident Insurance Policy.

It is hereby understood and agreed that the following changes are made and incorporated into the Policy:

#### SCHEDULE

Benefit	Maximum Benefit per Insured per Covered Accident	Deductible per Insured per Covered Accident	Co-Insurance: Our share of Usual and Customary Expenses per Insured per Covered Accident
ACCIDENT MEDICAL	\$90,000.00 per Insured per Covered Accident	\$10,000	100%

We will pay Our share of the Usual and Customary Expenses for Medically Necessary Covered Medical Service(s) incurred by the Insured resulting from a Covered Accident while participating in a Covered Activity, up to the Maximum Benefit shown on the Schedule. Coverage is provided in excess of the Deductible and subject to the co-insurance shown in the above Schedule provided that:

- 1. the first treatment or service occurs within 90 Days of the Covered Injury; and
- 2. the medical expenses are incurred within Class I: 104 Weeks of the Covered Injury.

For this benefit only, the following definitions apply:

Covered Medical Service(s) means any of the following services when Medically Necessary for a Covered Injury:

- 1. **Hospital** room and board expenses: the daily room rate when an **Insured** is **Hospital Confined** and general nursing care is provided and charged for by the **Hospital**. In computing the expenses payable under this benefit, the date of admission will be counted but not the date of discharge.
- 2. Ancillary or miscellaneous inpatient **Hospital** expenses: services and supplies including operating room, anesthesia and medicines (excluding take home drugs) when **Hospital Confined**.
- 3. Medical **Emergency** care (room and supplies) expenses incurred within twenty-four (24) hours of an **Accident** and including the emergency room or attending **Physician's** charges, X-rays, laboratory procedures, use of the emergency room and supplies.
- 4. Outpatient surgical room and supply expenses for use of the surgical facility (including ambulatory surgical facilities).
- 5. Diagnostic X-rays, laboratory procedures and tests.
- 6. Treatment for heat stroke and heat exhaustion
- 7. **Physician** non-surgical treatment/examination expenses (excluding medicines) including the **Physician's** initial visit, each necessary follow-up visit and consultation visits when referred by the attending physician.
- 8. **Physician's** surgical expenses that require singular or multiple surgical procedures during the same operative session through the same or different incision, **We** will pay only one benefit, the largest of the procedures performed. The **Physician**'s surgical procedure(s) must be the result of a **Covered Injury**.

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- Anesthesiologist expenses for pre-operative screening and administration of anesthesia during a Physician's surgical procedure whether on an inpatient or outpatient basis. The Physician's surgical procedure(s) must be the result of a Covered Injury.
- Assistant Physician expenses.
- 11. The services of a Registered Nurse (the nurse cannot be a member of the Insured's immediate family).
- 12. Physiotherapy expenses on an inpatient or outpatient basis. Expenses include treatment and office visits connected with such treatment when prescribed by a **Physician**, including diathermy, ultrasonic, whirlpool, or heat treatments, adjustments, manipulation, massage or any form of physical therapy and/or occupational therapy.
- 13. Radiological procedures including: cardiac imaging and nuclear medicine and molecular imaging related to a **Covered Injury** and prescribed by a **Physician**.
- Diagnostic imaging expenses including Magnetic Resonance Imaging (MRI) and Computed Axial Tomography (CAT) Scan related to a Covered Injury and prescribed by a Physiclan.
- 15. Ambulance expenses for transportation from the emergency site to the Hospital .
- 16. Rehabilitative limb braces, wheelchairs and other medical equipment or appliances prescribed by a **Physician** and related to the **Covered Injury**. It must be durable medical equipment that:
  - a. is primarily and customarily used to serve a medical purpose;
  - b. can withstand repeated use; and
  - c. generally is not useful to a person in the absence of injury.

No benefits will be paid for rental charges in excess of the purchase price.

We will not cover computers, motor vehicles or modifications to a motor vehicle, ramps and installation costs.

- Eyeglasses, contact lenses or hearing aids damaged or destroyed as a result of a Covered Injury and prescribed by a Physician.
- 18. Prescription drug expenses for **Covered Injuries**, **pre**scribed **by a Physician** and administered on an outpatient basis. .
- Expenses for blood, blood transfusions and oxygen (including delivery of tanks and equipment and its administration).
- 20. Dental treatment for teeth , gums or structures directly supporting the teeth performed as a result of a Covered Injury.
- 21. Treatment resulting from complications of pregnancy due to a Covered Injury.

Custodial Services means medical and non-medical care, including, but not limited to, services which are:

- related to watching or protecting the Insured if as a result of a Covered Injury they are deemed by a Physician
  to require daily preventative care for a period of one (1) to ninety (90) days;
- related to performing, or assisting the Insured in performing any activities of daily living such as: walking, grooming, bathing, dressing, getting in or out of bed, toileting, eating, preparing foods, or taking medications that can be either self-administered or require medical assistance;
- 3. performed by trained or skilled medical personnel; and
- 4. which, in the absence of inpatient hospital care, would otherwise be required.

**Deductible** means a dollar amount of the **Usual and Customary Expenses** which must be incurred as an out-of pocket expense, by an **Insured** for each **Covered Injury**, before benefits are payable under this Policy. The **Deductible** amount is shown on the Schedule.

Emergency means a condition caused by a Covered Injury which:

- presents a severe or acute symptom requiring immediate care and the failure to obtain such care could reasonably result in serious deterioration of the Insured's condition or place his or her life in jeopardy; and
- 2. the severe or acute symptom occurs suddenly and unexpectedly.

#### Hospital means an institution which:

1. operates pursuant to applicable local laws and regulations governing such facilities;

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- 2. primarily and continuously provides medical care and treatment to sick and injured persons on an inpatient basis:
- operates facilities for medical and surgical diagnosis and treatment by or under the supervision of Physicians;
- 4. provides 24-hour nursing service by or under the supervision of Registered Nurses (R.N.) or graduated nurses.

Hospital does not mean any institution or part thereof which is used primarily as:

- 1. a nursing home, convalescent home, or skilled nursing facility;
- 2. a place of rest, custodial care, or for the aged;
- 3. a clinic; or
- 4. a place for the treatment of mental illness, alcoholism or substance abuse.

However, a place for the treatment of mental illness, alcoholism or substance **ab**use will be regarded as a **Hospital** if it is:

- 1. part of the institution that meets the requirements in subparagraphs 1 4 above; and
- 2. listed in the American Hospital Association Guide as a general Hospital.

**Hospital Confined** means admission to a **Hospital** as an inpatient for at least 24 **consecutive** hours by a **Physician**. A **Hospital** stay that does not result in charges to the **Insured** is not a hospital confinement under this rider unless there is no charge because the **Hospital** is a United States government facility.

In Force Policy means any multiple group, group-type, family or individual health care policy covering the Insured and in effect at the time of the Covered Injury, or subsequently thereafter, other than the Policy to which this rider is attached.

Medically Necessary means that the medical service or treatment:

- 1. is for the diagnosis, treatment or care of the Covered Injury for which it is prescribed or performed;
- 2. meets standards of medical practice; and
- 3. is ordered by a Physician.

**Medical Repatriation** means transporting an **Insured back** to his or her **Principal Residence** or to the school where he or she was registered. Such repatriation shall only result from the **Insured** being injured during a **Covered Activity**.

**Pre-existing Condition means** a condition for which an **Insured** received any diagnosis, medical advice or treatment or had taken any prescription medicines during the three (3) months to five (5) years immediately preceding the **Covered Loss**.

**Principal Residence** means the legal **domicile** of the **Insured** If the **Insured** has dual citizenship, his or her country of citizenship is the country of the **pass**port he **or** she used to enter the location in which he or she is traveling.

**Usual and Customary Expense(s)** means an amount(s) that: (1) does not exceed the usual cost for similar treatment, services or supplies in the locality in which it is incurred; or for a **Hospital** room and board charge other than for stay in an intensive care unit, does not exceed the **Hospital**'s most common charge for semi-private room and board or the fee set by the workers' compensation insurance fee schedule, if applicable; and (2) does not include charges that would not have been made if no insurance existed and (3) does not exceed the cost of a generic drug, if available.

#### **EXCLUSIONS:**

In addition to the General Exclusions stated in the Policy, We will not cover expenses under this additional benefit for:

- 1. Cosmetic, plastic or restorative surgery unless Medically Necessary for the treatment of the Covered Injury.
- 2. Any medical expenses related to pregnancy unless Medically Necessary for the treatment of the Covered Injury.
- 3. Covered Injury for which the Insured is entitled to benefits under Workers Compensation Benefits, Employer Liability Law, or any statutorily mandated coverage.
- 4. Personal comfort or convenience items, such as but not limited to Hospital telephone charges, television rental, guest meals, or internet charges.
- 5. Treatment by any immediate family member or member of the Insured's household.

- Expenses incurred for dental care, treatment, repair or replacement of sound natural teeth unless Medically Necessary for the treatment of the Covered Injury.
- 7. Expenses incurred for eye examinations, contact lenses or the fitting, repair or replacement of these items unless Medically Necessary for the treatment of the Covered Injury.
- 8. A hernia of any kind unless the direct result of a Covered Injury.
- Routine physical examinations and related medical services, elective treatment or surgery, experimental or investigative treatments or procedures.
- Expenses incurred for psychological or psychiatric counseling of any kind or any expense for treatment of mental or nervous diseases or disorders.
- 11. Expenses which the Insured is not legally obligated to pay.
- 12. Expenses for Custodial Services or services provided by a private duty nurse unless such expenses are incurred as a result of a Covered Injury, as prescribed by a Physician.
- 13. Expenses related to the repair or replacement of existing artificial limbs, eyes, or other prosthetic appliances, or rental of existing medical equipment unless for the purpose of modifying the item because the Covered Injury has caused further impairment of the underlying bodily condition.

#### **EXCESS INTEGRATED**

The benefit amount for this benefit is payable in excess of any **In Force Policy** and **its** applicable deductible. In the event and only in the event of the reduction or exhaustion of the limit of insurance of the **In Force Policy** solely as the result of actual payment of benefits covered thereunder, this **Policy** shall pay excess of the reduced limit of insurance of the **In Force Policy** and its applicable deductible. This **Policy sha**ll only pay pursuant to the terms and conditions of this **Policy** and no other policy.

We will pay Our share of the Usual and Customary amount, reduced by the payment of any other insurance plan. This Policy will recognize payment by any other insurance plan as reducing or satisfying the deductible amount of this Policy. In no event will We pay more than the maximum amount stated in this rider.

If no **In Force Policy** exists, this **Policy** will pay benefits on a primary basis subject to the deductible and coinsurance amounts stated on the Schedule.

#### **SUBROGATION**

We have the right to recover from any third party all payments including future payments, which We have made to the **Insured** or on behalf of the **Insured**'s **Spouse** or **Domestic Partner**, child, heirs, guardians or executors or will be obligated to pay in the future to the **Insured**, from any Third Party. If the **Insured** recovers from any third party, **We** will be reimbursed first from such recovery to the extent of **Our** payments to or on behalf of the **Insured**. The **Insured** agrees to assist **Us** in preserving its rights against any third party, including but not limited to, signing subrogation forms supplied by **Us**.

Except for the above, this rider does not vary, alter, waive, or extend any of the terms of the Policy to which it is attached.

Effective Date: August 1, 2025 Attached to and forming a part of Policy No. MCB ########



### **Aggregate Deductible Endorsement**

Zurich American Insurance Company 1299 Zurich Way Schaumburg, Illinois 60196

#### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the Blanket Accident Insurance Policy.

It is hereby understood and agreed that the following changes are made and incorporated into the **Policy**:

#### SCHEDULE

Aggregate Deductible (applies to Accident Medical Expense Benefit only):

Aggregate Deductible: \$60,000

#### AGGREGATE DEDUCTIBLE LIMITATION

The Aggregate Deductible is the amount that must be incurred and paid by the **Policyholder** before Accident Medical Expense Benefits become payable under this **Policy**. The Aggregate Deductible amount is shown in the Schedule of this Endorsement.

#### Retention Amount

The **Covered Medical Services** applied to the Aggregate Deductible amounts are the **Policyholder's** Retention Amount. The Retention Amount is self-insured by the **Policyholder**. The Retention Amount is the amount of claims that the **Policyholder** must incur and pay for the Policy year after the date of loss.

Any portion of a claim incurred prior to the termination of the **Policy** that is applicable to the Retention Amount will not be affected by the termination; that portion of the claim will remain the responsibility of the **Policyholder**.

The **Policyholder's** bankruptcy, insolvency, or inability to pay the Retention Amount will not increase **Our** obligations under the **Policy**.

#### Legal Suit

If a claim or suit is brought against **Us** under the **Policy**, **We** will defend **Ourselves** and the **Policyholder** will indemnify **Us** up to the amount for which the **Policyholder** is liable under the **Policy** as if said action were a claim or suit brought against the **Policyholder**.

Effective Date: 8/1/2025 Attached to and forming a part of Policy No. MCB-########

### **Cardiac Injury Extension**



Zurich American Insurance Company 1299 Zurich Way Schaumburg, Illinois 60196

#### THIS RIDER CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This rider modifies insurance provided under the Blanket Accident Insurance Policy/Certificate.

It is hereby understood and agreed that the following changes are made and incorporated into the Policy/Certificate:

The Accidental Death, and Accidental Dismemberment , and Accident Medical Expense benefits are extended to apply to Cardiac Injury.

For the purposes of this benefit only, the following definitions apply:

**Cardiac Injury** means a sudden **Heart or Circulatory Malfunction** if the first symptoms of such malfunction are medically diagnosed:

- 1. while the Insured is covered under the Policy; and
- 2. while the Insured is participating in a Covered Activity; and
- 3. within 72 hours of the Covered Activity.

The **Insured** must be under age 90 and must not have been medically diagnosed that he or she has, nor received any **Medical Care** for:

- a Heart or Circulatory Malfunction; or
- 2. hypertension, angina, or other heart or circulatory condition.

within 5 years prior to the date of the Covered Activity.

Heart or Circulatory Malfunction means a sudden and serious malfunction of the heart or circulatory system as a result of coronary thrombosis, cerebral vascular accident, myocardial infarction, and cardiac arrest, diagnosed by a Physician. Heart or Circulatory Malfunction does not refer to conditions such as hypertension and angina.

#### Medical Care means necessary:

- 1. medical or surgical treatment, services and supplies; and
- 2. hospital, nursing and ambulance services.

#### Each item of Medical Care must be:

- 1. prescribed by a Physician; and
- for the sole purpose of treating the Injury.

This rider is subject to the limitations in Section V General Limitations of the Policy/Certificate.

Except for the above, this rider does not vary, alter, waive, or extend any of the terms of the **Policy** to which it is attached.

Effective Date: August 1, 2025 Attached to and forming a part of Policy No. MCB #########

### NOTICE OF PROTECTION PROVIDED BY MISSISSIPPI LIFE AND HEALTH INSURANCE GUARANTY ASSOCIATION

This notice provides a brief summary of the Mississippi Life and Health Insurance Guaranty Association (the "Association") and the protection it provides for policyholders. This safety net was created by Mississippi law, which determines who and what is covered and the amounts of coverage.

The Association was established to provide protection in the unlikely event that your life, annuity or health insurer becomes financially unable to meet its obligations. If this should happen, the Association will typically arrange to continue coverage and pay claims, in accordance with Mississippi law, with funding from assessments paid by other insurance companies. (For purposes of this notice, the terms "insurance company" and "insurer" include health maintenance organizations (HMOs).)

The basic protections provided by the Association are:

#### Life Insurance

- o \$300.000 in death benefits
- o \$100,000 in net cash surrender and net cash withdrawal values

#### Health Insurance

- o \$500,000 for health benefit plans (see definition below)
- o \$300,000 in disability income insurance benefits
- o \$300,000 in long-term care insurance benefits
- o \$100,000 in other types of health insurance benefits

#### **Annuities**

o \$250,000 in the present value of annuity benefits, including net cash surrender and net cash withdrawal values

The maximum amount of protection for each individual, regardless of the number of policies or contracts, is \$300,000. Special rules may apply with regard to health benefit plans.

"Health benefit plan" is defined in Miss. Code Ann. §83-23-209 and generally includes hospital or medical expense policies, contracts or certificates, or HMO subscriber contracts that provide comprehensive forms of coverage for hospitalization or medical services, but excludes policies that provide coverage for limited benefits (such as dental-only or vision-only insurance), Medicare Supplement insurance, disability income insurance and long-term care insurance (LTCI).

**Note:** Certain policies and contracts may not be covered or fully covered. For example, coverage does not extend to any portion(s) of a policy or contract that the insurer does not guarantee, such as certain investment additions to the account value of a variable life insurance policy or a variable annuity contract. There are also various residency requirements and other limitation under Mississippi law.

Benefits provided by a long-term care (LTC) rider to a life insurance policy or annuity contract shall be considered the same type of benefits as the base life insurance policy or annuity contract to which it relates.

To learn more about the above protections, limitations and exclusions, as well as protections relating to group contracts or retirement plans, please visit the Association's website at www.mslifega.org, or contact:

Mississippi Life and Health Insurance Guaranty Association 330 North Mart Plaza Jackson, MS 39206-5327 601-981-0755

Mississippi Insurance Department Woolfolk Building 501 N. West Street, Suite 1001 Jackson, MS 39201 601-359-3569

To file a complaint or seek information about the financial condition of an insurer, contact the Mississippi Insurance Department.

Your insurer is required by law to provide you with this notice. However, insurance companies and their agents are prohibited by law from using the existence of the Association for the purpose of sales, solicitation or inducement to purchase any form of insurance.



# SANCTIONS EXCLUSION ENDORSEMENT

#### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

The following exclusion is added to the policy to which it is attached and supersedes any existing sanctions language in the policy, whether included in an Exclusion Section or otherwise:

#### SANCTIONS EXCLUSION

Notwithstanding any other terms under this policy, we shall not provide coverage nor will we make any payments or provide any service or benefit to any insured, beneficiary, or third party who may have any rights under this policy to the extent that such coverage, payment, service, benefit, or any business or activity of the insured would violate any applicable trade or economic sanctions law or regulation.

The term policy may be comprised of common policy terms and conditions, the declarations, notices, schedule, coverage parts, insuring agreement, application, enrollment form, and endorsements or riders, if any, for each coverage provided. Policy may also be referred to as contract or agreement.

We may be referred to as insurer, underwriter, we, us, and our, or as otherwise defined in the policy, and shall mean the company providing the coverage.

Insured may be referred to as policyholder, named insured, covered person, additional insured or claimant, or as otherwise defined in the policy, and shall mean the party, person or entity having defined rights under the policy.

These definitions may be found in various parts of the policy and any applicable riders or endorsements.

#### ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED



#### **Privacy Notice**

#### We Take Important Steps to Protect the Nonpublic Personal Information We Collect About You

Dear Customer: rev. January 2020

We care about your privacy. That is why we believe in your right to know what nonpublic personal information ("NPI") we collect about you and what we do with that information. This Privacy Notice describes the NPI we collect about you and how we share and protect that information.

#### Overview

#### UNDERSTANDING HOW WE USE YOUR PERSONAL INFORMATION

# Why are you receiving this Notice?

Financial institutions, which include the Company, choose how they share your NPI. Federal and state law gives consumers the right to limit some but not all sharing of that information. Federal law also requires us to tell you how we collect, share and safeguard your NPI. You are receiving this Privacy Notice because our records show either that you are a customer who is obtaining or has obtained insurance coverage or non-insurance products or services.

#### What types of Information do we collect?

The types of NPI we collect depend on the product or service you have with us. This information can include:

- Information about you we receive on applications or other forms, such as your name, address, telephone number, date of birth, your social security number, driver's license number, employment information, information about your income, assets and net worth, and medical information;
- Information about your transactions with the Company and its affiliates:
- Information about your insurance coverage, premiums, claims history, and payment history;
- Data from insurance support organizations, government agencies, insurance information sharing bureaus;
- Property information and similar data about you or your property, such as property appraisal reports; and
- Information we receive from a consumer reporting agency or insurance information sharing bureau, such as a credit or fraud report.

When your relationship with us ends, we may continue to share information about you as described in this Privacy Notice.

#### What do we do with the NPI we collect?

We share your NPI in the course of supporting your insurance coverage or non-insurance products or services, as authorized by law, or with your consent. This includes sharing, as permitted by law, your NPI with affiliated parties and nonaffiliated third parties, as applicable, in the course of supporting your insurance coverage or non-insurance products.

These affiliates and nonaffiliated third parties include:

- Financial service providers, such as banks and other insurance companies;
- Non-financial companies, such as medical providers and nonaffiliated service providers that perform marketing services on our behalf; and
- Others, such as consumer reporting agencies and insurance information sharing bureaus.

In the section below, we list the reasons we can share your NPI, whether we actually share your NPI, and whether you can opt out of this sharing (or if you are a resident of Vermont, whether you

have the right to opt in to allowing this sharing).	

Reasons we can share your personal information	Does Company Share?	Can you opt out of this sharing or limit this sharing or is your authorization required for this sharing?
For our everyday business purposes – such as to process your transactions, administer insurance coverage, products or services, maintain your account, prevent fraud and report to credit bureaus	Yes	No
For our marketing purposes - to offer our products and services to you	Yes	No
For joint marketing with other financial companies	No	Not Applicable
For our affiliates' everyday business purposes – transaction and experience information	Yes	No
For our affiliates' everyday business purposes – information about your creditworthiness	No	Not Applicable
For our affiliates to market to you	Yes	No
For non-affiliates to market their products to you	No	Not Applicable

Collecting and safeguardin	g information
How often do you notify me about your privacy practices?	We must notify you about our sharing practices when you receive your policy, open an account or purchase a service, and each year while you are a customer, or when significant or legal changes require a revision. Please review the privacy policy posted on our website, ZurichNA.com. It contains additional information about our practices.
Why do you collect my NPI?	We collect NPI when you apply for insurance or file an insurance claim to help us provide you with our insurance products and services, and determine your insurability or other eligibility. We may also ask you and others for information to help us verify your identity in order to prevent money laundering and terrorism. Information in a report prepared by an insurance support organization may be retained by that organization and provided to others.
What NPI do we share?	We may provide to affiliates and/or nonaffiliated third parties the same NPI listed above in the section entitled, "What types of information do we collect?"
How do you safeguard my NPI?	Employees who have access to your NPI are required to maintain and protect the confidentiality of that information. Access to your personal information may be needed to conduct business on your behalf or to service your insurance coverage. In addition, we maintain physical, electronic and procedural measures to protect your personal information in compliance with applicable laws and regulatory standards.

FOR RESIDENTS OF ARIZONA, CALIFORNIA, CONNECTICUT, GEORGIA, ILLINOIS, MAINE, MASSACHUSETTS, MINNESOTA, MONTANA, NEW JERSEY, NEVADA, NORTH CAROLINA, OHIO, OREGON, OR VIRGINIA:

#### You have the following individual rights under state law:

Except for certain documents related to claims and lawsuits, you have the right to access the recorded personal information that we have collected about you which we reasonably can locate and retrieve. To access your recorded personal information, you must submit a request using our online form on our website, ZurichNA.com, or calling our toll-free number at 1-800-382-2150. You may also reasonably describe the information you seek in writing and send your written request to the Privacy Office via mail (Zurich – Privacy Office, 1299 Zurich Way, Schaumburg, IL 60196) or via email at privacy.office@zurichna.com. If you would like a copy of your recorded personal information that we reasonably can locate and retrieve, we may charge you a reasonable fee to cover the costs incurred in providing you a copy of the recorded information if it is permitted by law. If you request medical records, we may elect to supply that information to you through your designated medical professional for security purposes. We may also direct you to a consumer reporting agency to obtain certain consumer report information.

Generally, most of the recorded nonpublic personal information we collect about you and have in our possession is from policy applications or enrollment forms you submit to obtain our products and services, and is reflected in your statements and other documentation you receive from us. If you believe that the personal information we have about you in our records is incomplete or inaccurate, please let us know at once through any of the above methods, and we will investigate and correct any errors we find.

You also have the right to request the correction, amendment, or deletion of recorded personal information about you that we have in our possession. You may make your request using any of the above methods.

Residents of California and Nevada have additional rights over their non-public personal information if it is not governed by the Gramm-Leach-Bliley Act. For more information about these rights, please consult our online privacy policy posted on our website, ZurichNA.com.

**FOR RESIDENTS OF MASSACHUSETTS ONLY WHO ARE ZNA P&C CUSTOMERS:** You may ask in writing for the specific reasons for an adverse underwriting decision. An adverse underwriting decision is where we decline your application for insurance, offer to insure you at a higher than standard rate or terminate your coverage.

Key words and phrase	TERMS YOU SHOULD KNOW
Definitions	
Everyday business purposes	The actions necessary for financial companies like the Company to conduct business and manage customer accounts, such as:  Processing transactions, mailing and auditing services; Administering insurance coverage, product, services or claims; Providing information to credit bureaus; Protecting against fraud; Responding to court/governmental orders or subpoenas and legal investigations; and Responding to insurance regulatory authorities.
Affiliates	Financial or nonfinancial companies related by common ownership or control.  Company affiliates include insurance and non-insurance companies under common ownership with the Company and that provide insurance and non-insurance products or services.
Nonaffiliated Third Parties	Financial or nonfinancial companies not related by common ownership or control. We may share your information with companies that we hire to perform marketing and business services for us, such as data processing, computer software maintenance and development, and transaction processing. When we share information with others to perform these services, they are required to take appropriate steps to protect this information and use it only for purposes of performing the services.  • The Company does not share information with nonaffiliates to market their products to you.

Joint marketing	A formal agreement between nonaffiliated financial companies that together market financial products or services to you.  The Company does not jointly market.
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Changes to this Privacy Notice; contact us	We may change the policies, standards and procedures described in this Notice at any time to comply with applicable laws and/or to conform to our current business practices. We will notify you of material changes.	
THE REPORT OF THE PROPERTY OF	If you have any questions about your contract with us, you should contact your agent.	
	If you have questions specific to our Privacy Notice, contact our Privacy Office via mail (Zurich – Privacy Office, 1299 Zurich Way, Schaumburg, IL 60196) or via email at privacy.office@zurichna.com.	

This Privacy Notice is sent on behalf of the following affiliated companies, which are referred to in this Privacy Notice, in the aggregate, as the "Company:"

American Guarantee and Liability Insurance Company, American Zurich Insurance Company, Colonial American Casualty and Surety Company, Empire Fire & Marine Insurance Company, Empire Indemnity Insurance Company, The Fidelity and Deposit Company of Maryland, Steadfast Insurance Company, Universal Underwriters Insurance Company, Universal Underwriters of Texas Insurance Company, Zurich American Insurance Company of Illinois, The Zurich Services Corporation (together, "the ZNA P&C Companies"), Zurich American Life Insurance Company, and Zurich American Life Insurance Company of New York.

# Exhibit 3: Mutual of Omaha

### **Carrier and Claims Company Information**

#### **Insurance Carrier Name**

**Mutual of Omaha Insurance Company** 

City, State

A.M. Best Rating

**Financial Status** 

Omaha, Nebraska

A+ (Superior) XV

Company Description: Mutual of Omaha was founded in 1909. We are a Company you can count on for the strength, stability and security that's even more important in these uncertain times. Mutual of Omaha enjoys a leadership position with several products in the Special Risk marketplace. Several factors contribute to our dominance in this market, including an experienced underwriting staff and strong case management. The Mutual of Omaha brand and reputation create confidence for the sponsoring organization buying our products. Our continued focus is on accident only plans in which we have demonstrated competencies. As an industry leader in Catastrophic and Intercollegiate Sports, we can build on that success to evolve into the "Accident Leader" in the industry.

#### Claims Company Name

A-G Specialty Insurance

City, State

Berwyn, PA

Years of serving student insurance industry

30 years

Company Description: A-G's solution focuses on three pillars —service, savings, and technology integration. Our goal is to simplify the process for schools. One way in which we achieve this is by having a dedicated team to track down bills and EOBs in order to alleviate you from this burdensome task so that you may better take care of your student-athletes. With advanced EDI capabilities, A-G accepts and stores the digital documents collected from the medical providers, extracts the data from them, and gets them into the proper claim within 24 hours of receipt. A-G's proprietary, web-based claims management system acts as a reservoir of data, providing clients with a real-time update on what is needed to pay a claim, the paid amount, check number, and other relevant information through an intuitive claims portal. A-G has developed a unique savings model that yields superior cost savings on claims in order to attain the most stable pricing possible as the result of helping schools achieve better claims experience and more savings.

#### Claims Submission Information

Nationwide Toll-Free Number

Claim Form Required?

Claim lookup online?

Claim Submission Deadline

Mailing address for claim submission

E-mail address for claim submission

Website

Claims Portal

**Customer Service Hours (EST)** 

**Assigned Specific Claims Examiner?** 

Claims Processing Time for a complete claim while maintaining a 98.9% financial accuracy (# of days/range)

HIPAA Compliance with federal privacy and confidentiality requirements Yes/NO

1-800-634-8628

Yes

Yes

90 days or as soon as possible, or within 90 days of date of injury or first treatment for the injury. Medical bill, HCFA 1500 or UB04 should be used to submit expenses.

PO Box 21013, Eagan, MN 55121

claims@agadm.com

www.agspecialtyinsurance.com

access.agadministrators.com/EGBAR/Login.aspx

Monday - Friday 8:00am - 6:00pm EST

Yes

5-7 Business Days

Yes

# Exhibit 4: Guarantee Trust Life

## **Carrier and Claims Company Information**

Insurance Carrier Name	Guarantee Trust Life Insurance Company
City, State	Glenview, IL
A.M. Best Rating	A (Excellent)
Financial Status	VIII (\$100 M to \$250 M)

Carrier Description: Founded in 1936, GTL provides a portfolio of competitive, value-driven health, accident, life and special risk insurance programs to individuals, families and groups across the country. Since our inception, GTL has benefited from the direction of one family whose leadership and management continue to provide us with a clear vision of who we are and where we're going. GTL believes in doing business the right way. We have a consistent track record of successfully delivering on our promises and preserving the trust that our partners, employees and policyholders place in us.

#### **Claims Company Name**

A-G Specialty Insurance

City, State

Berwyn, PA

Years of serving student insurance industry

30 years

Company Description: A-G's solution focuses on three pillars —service, savings, and technology integration. Our goal is to simplify the process for schools. One way in which we achieve this is by having a dedicated team to track down bills and EOBs in order to alleviate you from this burdensome task so that you may better take care of your student-athletes. With advanced EDI capabilities, A-G accepts and stores the digital documents collected from the medical providers, extracts the data from them, and gets them into the proper claim within 24 hours of receipt. A-G's proprietary, web-based claims management system acts as a reservoir of data, providing clients with a real-time update on what is needed to pay a claim, the paid amount, check number, and other relevant information through an intuitive claims portal. A-G has developed a unique savings model that yields superior cost savings on claims in order to attain the most stable pricing possible as the result of helping schools achieve better claims experience and more savings.

#### **Claims Submission Information**

Nationwide Toll-Free Number

1-800-634-8628

Claim Form Required?

Yes

Claim lookup online?

Yes

Claim Submission Deadline

90 days or as soon as possible, or within 90 days of date of injury or first treatment for the injury. Medical bill, HCFA 1500 or UB04 should be used to submit expenses.

Mailing address for claim submission

PO Box 21013, Eagan, MN 55121

E-mail address for claim submission

claims@agadm.com

Website

www.agspecialtyinsurance.com

Claims Portal

access.agadministrators.com/EGBAR/Login.aspx

Customer Service Hours (EST)
Assigned Specific Claims Examiner?

Monday - Friday 8:00am - 6:00pm EST

Claims Processing Time for a complete claim while maintaining a 98.9% financial accuracy (# of

Yes

days/range)

5-7 Business Days

HIPAA Compliance with federal privacy and confidentiality requirements Yes/NO

Yes

#### **GUARANTEE TRUST LIFE INSURANCE COMPANY**

Glenview, Illinois

Application for: GROUP BLANKET ACCIDENT INSURANCE

Name of Policyholder:	Mississippi Valley State University		Effective Date: August	t 01, 2025
Address:	14000 US-82 Itta Bena, MS 38941		Termination Date: August	t 01, 2026
Policy Number:	TBD		Total Premium: \$256,0	000
Eligible Persons:	Coverage is elected).  Participants of the Policyholder's	if Fo	otball Accident Coverage or All Sports A	Accident
	ccident Coverage		All Sports Coverage	
All players will be	<del>-</del>		All players will be covered for all sports.	
Deductible: Insured Percent: Maximum Benefi Accidental Death Dismemberment Benefit Period Initial Treatment Primary Benefit A  Designated  Student Accider  24-Hour-A-Da 24-Hour-A-Da	% t Amount: Benefit: \$ Benefit Up To: \$  Period Amount \$  Vehicle coverage		Deductible: Insured Percent: Maximum Benefit Amount: Accidental Death Benefit: Dismemberment Benefit Up To: Benefit Period Initial Treatment Period Primary Benefit Amount  Designated Vehicle coverage  Other Accident Coverage  All participants will be covered while participating in the following Covered A	\$0.00 100% \$90,000.00 \$10,000.00 104 weeks 90 days \$0.00
Deductible: Insured Percent: Maximum Benefit Accidental Death Dismemberment Benefit Period Initial Treatment I Primary Benefit A	Benefit: \$ Benefit Up To: \$ Period \$		Deductible: Insured Percent: Maximum Benefit Amount: Accidental Death Benefit: Dismemberment Benefit Up To: Benefit Period Initial Treatment Period Primary Benefit Amount	% \$ \$
Designated	Vehicle coverage hile traveling to/from residence		Designated Vehicle coverage Coverage while traveling to/from	residence
IEAR- D. J. WILL	in the Onest where Patrice O		- Dadustible America colored below	
			e Deductible Amount selected below	
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Optional Coverages (check one or more);	
Off-season Physical Conditioning (not available with Student	Accident Coverage)
<ul> <li>Heart and/or circulatory malfunction resulting from participation</li> <li>Repetitive motion injuries</li> </ul>	on in a Covered Activity
X HMO/PPO Denial Benefit Option	
Re-aggravation or re-injury of a Pre-existing Condition	
and the existing condition	
Coverage selected will become effective on the date shown above invoice for the required premium.	and final premium is to be paid upon receipt of an
It is agreed that any claim form presented by the Policyholder will attending, playing, or practicing, or attending school as a student of	certify that the claimant was actually injured while of the policyholder.
The following notices are applicable where stated:	
ALL OTHER STATES, except NEW HAMPSHIRE: Any person with deceive any insurer files a statement of claim containing any false, insurance fraud and subject to criminal and civil penalties.	no knowingly and with intent to injure, defraud or , incomplete, or misleading information may be guilty of
All documents that form our insurance relationship will be prorequested.	ovided to you in electronic format, unless otherwise
Authorized Signature:	Date:
Agent Signature: David Turley	Date

#### **GUARANTEE TRUST LIFE INSURANCE COMPANY**

1275 Milwaukee Avenue, Glenview, Illinois 60025

This Policy is issued to the Policyholder by Guarantee Trust Life Insurance Company herein referred to as We Us, Our) on the Policy Effective Date at 12:01 a.m. standard time at Policyholder's address. The Policyholder and Policy Effective Date are shown on the Schedule of Benefits.

This Policy is governed by the laws of the State where it is issued and is a legal contract between Us and Policyholder.

We hereby insure Eligible Persons of the Policyholder for whom premium has been timely paid. Eligible Persons are defined on the Schedule of Benefits. Company agrees to pay benefits set forth in the Policy. Benefit payment is governed by the terms of this Policy.

READ YOUR POLICY CAREFULLY.

Secretary

President

ONE YEAR NON-RENEWABLE TERM
BLANKET ACCIDENT POLICY

**NON-PARTICIPATING** 

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#### **DEFINITIONS**

Accident: A sudden, unforeseeable, external event which results in an Injury.

Ambulance: A vehicle which is licensed solely as an ambulance by the local regulatory body to provide:

- 1. transportation to a Hospital; or
- 2. transportation from one Hospital to another for those individuals who are unable to travel to receive medical care by any other means.

Air ambulance charges are only eligible for transportation from the site of an Emergency to the nearest appropriate facility or from facility to facility.

Ambulatory Surgical Facility: A facility which meets licensing and other legal requirements and which:

- 1. Is equipped and operated to provide medical care and treatment by a Doctor;
- 2. Does not provide services or accommodations for overnight stays;
- 3. Has a medical staff that is supervised full time by a Doctor;
- 4. Has full-time services of a licensed registered nurse (R.N.) at all times when patients are in the facility;
- 5. Has at least one operating room and one recovery room and is equipped to support any surgery performed;
- 6. Has X-ray and laboratory diagnostic facilities;
- 7. Maintains a medical record for each patient; and
- 8. Has a written agreement with at least one Hospital for the immediate transfer of patients who develop complications or need confinement.

**Benefit Period:** The number of days following the date of an Injury during which Covered Charges must be incurred, subject to the Initial Treatment Period. The Benefit Period begins on the date of Injury and ends on the last day of the Benefit Period. The Benefit Period is shown on the Schedule of Benefits.

**Concussion:** A traumatic brain injury caused by an external physical force that may produce a diminished or altered state of consciousness, which results in an impairment of cognitive abilities, physical functioning or the disturbance of behavioral or emotional functioning. These impairments may be temporary or permanent and cause partial or functional disability or psychosocial maladjustment. It must:

- a. Occur while the Policy is in force;
- b. Occur while the Insured is participating in a Covered Activity; and
- c. Diagnosed or treated by a Doctor within 5 days of the Injury.

**Covered Activity:** Any activity which the Policyholder requires the Insured to attend, or any activity of the Policyholder's school, including field trips, which is under the sole control and supervision of the Policyholder, but not including activities which are under the sponsorship or supervision arrangement with any non-Policyholder group.

**Covered Charge:** The Reasonable and Customary charge for a service or supply listed in this Policy which is performed or given under the direction of a doctor for the Medically Necessary treatment of an Injury. A Covered Charge is considered incurred on the date the treatment or service is rendered or the supply is furnished.

**Deductible:** A dollar amount of Covered Charges paid by the Insured before We pay any benefits under the Accident Medical Expense Benefit. The Deductible is shown on the Schedule of Benefits.

**Designated Vehicle:** A Motor Vehicle designated by and under the direct supervision of the Policyholder and operated by a properly licensed adult driver which transports Insureds to and from Covered Activities.

**Doctor:** A legally qualified person licensed in the healing arts and practicing within the scope of his or her license and who is not a Family Member.

#### Durable Medical Equipment: A device which:

- 1. is primarily and customarily used for medical purposes; and
- 2. is specially equipped with features and functions that are generally not required in the absence of Injury; and
- 3. is used exclusively by the Insured; and

- 4. is routinely used in a Hospital but can be used effectively in a non-medical facility; and
- 5. can be expected to make a meaningful contribution to the Insured's Injury; and
- 6. is prescribed by a Doctor and the device is Medically Necessary for the Insured's rehabilitation.
- 7. Includes cryotherapy sequential compression units and their accessories.

Durable Medical Equipment does not include, and is not limited to the following:

- 1. comfort and convenience items; and
- 2. equipment that can be used by Family Members other than the Insured; and
- 3. health exercise equipment; and
- 4. equipment that may increase the value of the Insured's Residence.
- 5. Modifications to the Insured's residence, property or automobiles, such as ramps, elevators, spas, air conditioners and vehicle hand controls; or
- 6. Corrective shoes; or
- 7. Exercise and sports equipment.

Eligible Person: A member of the Policyholder's organization as defined on the Schedule of Benefits.

**Emergency**: An Injury for which the Insured seeks immediate medical treatment at the nearest available facility. The condition must be one which manifests itself by acute symptoms which are sufficiently severe (including severe pain) that, without immediate medical care, the Insured could reasonably expect that:

- 1. his or her life or health would be in serious jeopardy; or
- 2. his or her bodily functions would be seriously impaired; or
- 3. a body organ or part would be seriously damaged.

**Experimental/Investigational:** A drug, device or medical care or treatment will be considered experimental/investigational if:

- the drug or device cannot be lawfully marketed without approval of the U.S. Food and Drug Administration, and approval for marketing has not been given at the time the drug or device is furnished; or
- the informed consent document utilized with the drug, device, medical care or treatment states or indicates that the drug, device, medical care or treatment is part of a clinical trial, experimental phase or investigational phase or if such a consent document is required by law; or
- the drug, device, medical care or treatment or the patient informed consent document utilized with the drug, device
  or medical care or treatment was reviewed and approved by the treating facility's Institutional Review Board or other
  body serving a similar function, or if federal or state law requires such review and approval; or
- 4. reliable evidence shows that the drug, device or medical care or treatment:
  - a. is the subject of ongoing Phase I or Phase II clinical trials; or
  - b. is the research, experimental study or investigational arm of on-going Phase III clinical trials; or
  - c. is otherwise under study to determine its maximum tolerated dose, its toxicity, its safety, its efficacy or its efficacy as compared with a standard means of treatment of diagnosis;
  - d. o
- reliable evidence shows that the prevailing opinion among experts regarding the drug, device or medical care or treatment is that further studies or clinical trials are necessary to determine its maximum tolerated dose, its toxicity, its safety, its efficacy or its efficacy as compared with a standard means of treatment of diagnosis.

Reliable evidence means only:

- 1. published reports and articles in authoritative medical and scientific literature; or
- written protocol or protocols by the treating facility studying substantially the same drug, device or medical care or treatment; or
- 3. the written informed consent used by the treating facility or other facility studying substantially the same drug, device or medical care or treatment.

Covered Charges will be considered in accordance with the drug, device or medical care at the time the charge is incurred.

Family Member: A person who is related to the Insured in any of the following ways: spouse, domestic or civil union partner (as defined, and as permitted, by law), 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 stepparent), or child (includes legally adopted, step or foster child).

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

Hospital: An institution licensed, accredited or certified by the State which:

- 1. is accredited by the Joint Commission on Accreditation of Healthcare Organizations; and
- 2. provides 24-hour nursing service by registered nurses (R.N.); and
- 3. mainly provides diagnostic and therapeutic care under the supervision of Doctors on an inpatient basis; and
- 4. maintains permanent surgical facilities or has an arrangement with another surgical facility supervised by a staff of one or more Doctors.

The term Hospital also includes tax-supported institutions, which are not required to maintain surgical facilities.

The term Hospital does not include a place, special ward, floor or other accommodation used for:

- 1. custodial or educational care; or
- 2. rest, or
- 3. the aged; or
- 4. a nursing home;

or an institution mainly rendering treatment or services for mental illness or substance abuse.

**Hospital Confined/Hospital Confinement:** Confinement in a Hospital for at least 18 consecutive hours by reason of an Injury for which benefits are payable.

**Initial Treatment Period:** The number of days following an Injury during which the Insured must seek initial treatment for an Injury. The Initial Treatment Period is shown on the Schedule of Benefits.

Injury: Bodily injury due to an Accident which:

- 1. results directly and independently of disease, bodily infirmity or any other causes; and
- 2. solely, directly and independently of all other causes results in medical expense; and
- 3. occurs after the effective date of the Insured's coverage under this Policy; and
- 4. occurs while this Policy is in force.

All injuries sustained in any one Accident, including all related conditions and recurrent symptoms of these Injuries, are considered a single Injury.

Insured: An Eligible Person who has satisfied all of the following requirements:

- 1. He or she is eligible for coverage under the Policy.
- 2. He or she has been accepted for coverage under the Policy, or has been automatically added.
- 3. Premium has been paid for him or her.
- 4. His or her coverage has become effective and has not terminated.

Insured Percent: The percentage of Covered Charges We pay for each Injury. The Insured Percent is shown in the Schedule of Benefits.

Intensive Care Unit: A specifically designed facility of the Hospital that provides the highest level of medical care; and which is restricted to those patients who are critically ill or injured. Such facility must be separate and apart from the surgical recovery room and from rooms, beds and wards customarily used for patient confinement. They must be permanently equipped with special life-saving equipment for the care of the critically ill or injured; and under constant and continuous observation by nursing staff assigned on a full-time basis, exclusively to the Intensive Care Unit. Intensive Care Unit does not mean any of these step-down units: progressive care; sub-acute intensive care; intermediate care units; private monitored rooms; observation units; or other facilities which do not meet the standards for Intensive Care.

**Intercollegiate:** A sport or activity organized between colleges or universities or representatives of the colleges or universities.

**Maximum Benefit Amount:** The maximum amount of benefits We will pay for any one Injury under the Accident Medial Expense Benefit. The Maximum Benefit Amount is shown on the Schedule of Benefits.

Medically Necessary: A treatment, drug, device, procedure, supply or service that is necessary and appropriate for the diagnosis or treatment of an Injury in accordance with generally accepted standards of medical practice in the United States

at the time it is provided. When specifically applied to Hospital confinement, it means that the diagnosis or treatment of symptoms or a condition cannot be safely provided on an outpatient basis.

A treatment, drug, device, procedure, supply or service shall not be considered as Medically Necessary if it:

- 1. is Experimental/Investigational or for research purposes; or
- 2. is provided solely for education purposes or the convenience of the Insured, the Insured's family, Doctor, Hospital or any other provider; or
- 3. exceeds in scope, duration, or intensity that level of care that is needed to provide safe, adequate and appropriate diagnosis or treatment and where ongoing treatment is merely for maintenance or preventive care; or
- 4. could have been omitted without adversely affecting the person's condition or the quality of medical care; or
- involves the use of a medical device, drug or substance not formally approved by the United States Food and Drug Administration; or
- 6. involves a service, supply or drug not considered reasonable and necessary by the Healthcare Financing Administration Medicare Coverage Issues Manual; or
- 7. can be safely provided to the patient on a less cost-effective basis such as outpatient, by a different medical professional, or pursuant to a more conservative form of treatment.

We reserve the right to determine whether a service, supply, or drug is Medically Necessary.

**Mental or Nervous Disorder:** Any condition or disease, regardless of its cause, listed in the most recent edition of the *International Classification of Diseases* as a Mental Disorder on the date the medical care or treatment is rendered to the Insured.

**Motor Vehicle:** Any registered motorized vehicle or conveyance with four or more wheels which is designated for travel on public roads or property and is not otherwise excluded.

**Off-Season Physical Conditioning:** School/team sanctioned and supervised off-season workouts and training for covered student athletes.

Other Valid and Collectible Insurance or Plan: Any reimbursement for or recovery of any element of Covered Charges incurred available from any other source whatsoever, except gifts and donations, but including without limitation:

- 1. any individual, group, blanket, or franchise policy of accident, disability or health insurance; or
- 2. any arrangement of benefits for members of a group, whether insured or uninsured; or
- 3. any prepaid service arrangement such as Blue Cross or Blue Shield; individual or group practice plans, or health maintenance organizations; or
- any amount payable for Hospital, medical or other health services. Injury arising out of a motor vehicle accident to the extent such benefits are payable under any medical expense payment provision (by whatever terminology used including such benefits mandated by law) of any motor vehicle insurance policy; or
- any amount payable for; services or injuries or diseases related to the Insured's job to the extent that he actually
  received benefits under a Worker's Compensation Law; or the settlement a Covered Person enters into to give up
  his or her rights to recover future medical expenses that would have been payable except for that settlement; or
- Social Security Disability Benefits, except that Other Valid and Collectible Insurance or Plan shall not include any increase in Social Security Disability Benefits payable to the Insured after he or she becomes disabled while insured hereunder; or
- 7. any benefits payable under any program provided or sponsored solely or primarily by any governmental agency or subdivision or through operation of law or regulation.

**Physical Therapy:** Non-surgical physical or mechanical therapy, diathermy, ultrasonic therapy, heat treatment in any form, manipulation or massage.

Policyholder: The entity to which this Policy is issued.

Policy Year: The period of 12 months following the Policy's Effective Date.

**Post Injury Concussion Testing:** An assessment to evaluate brain function following a Concussion for the purpose of clinical management of the Concussion. It must be:

- a. compared against a prior established baseline test;
- b. related to a covered Injury to the head received during participation in a Covered Activity;
- c. initially performed within 30 days of the Injury; and
- d. recommended by a Doctor.

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

**Pre-existing Condition:** A condition for which medical care, treatment, diagnosis or advice was received or recommended within the six months prior to the Insured's Effective Date of coverage under this Policy.

**Prescription Drugs:** Drugs which may only be dispensed by written prescription under Federal law, and approved for general use by the Food and Drug Administration. The drugs must be dispensed by a licensed pharmacy provider for the Insured's outpatient use.

**Primary Benefit Amount:** The maximum amount of benefits We will pay for Covered Charges without regard to Other Valid and Collectible Insurance or Plan.

**Reasonable and Customary Charges, Fees or Expenses:** The most common charge for similar professional services, drugs, procedures, devices, supplies or treatment within the area in which the charge is incurred, so long as those charges are reasonable. The most common charge means the lesser of:

- 1. the actual amount charged by the provider; or
- 2. the negotiated rate; or
- the charge which would have been made by the provider (Doctor, Hospital, etc.) for a comparable service or supply
  made by other providers in the same Geographic Area as reasonably determined by Us for the same service or
  supply.

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

**Repetitive Motion Injuries:** Temporary or permanent injuries to muscles, nerves, ligaments, and tendons caused by doing the same motion over and over again.

Residence: The home and land or property on which the Insured's dwelling or home is located.

**Sound Natural Teeth:** Natural teeth, the major portion of the individual tooth which is present, regardless of fillings and caps; and is not carious, abscessed, or defective.

**Terrorist Activity:** An act or acts of any person or group(s) of persons, committed for political, religious, ideological or similar purposes with the intention to influence any government and/or to put the public, or any section of the public, in fear. It may include, but not be limited to the actual use of force or violence and/or the threat of such use. The perpetrators of Terrorist Activity can either be acting alone or on behalf of, or in connection with any organization(s) or governments.

**Urgent Care Center:** A healthcare facility, separate and distinct from a Hospital, providing immediate short-term medical care for minor conditions without an appointment but where immediate medical care is necessary.

#### **CONDITIONS OF INSURANCE**

#### **ELIGIBILITY**

An Eligible Person, as shown on the Schedule of Benefits, is eligible to be insured on the Policy Effective Date, or the date he or she becomes eligible, if later.

We maintain the right to investigate eligibility status to verify that eligibility requirements are met as defined by the Policyholder. If We discover that eligibility requirements are not met, Our only obligation is to refund any premium paid for that person, less any claims paid.

#### **EFFECTIVE DATE**

Policyholder: This Policy shall be effective on the later of:

1. The Effective Date shown on the application; or

2. The date We approve the application.

The Effective Date is shown on the Schedule of Benefits.

Insured: Subject to receipt of premium, coverage is effective on the Effective Date shown on the Schedule of Benefits.

#### **TERMINATION**

Policyholder: This Policy is issued for the term stated on the Schedule of Benefits, on the Effective Date of this Policy.

Insured: All Sports Accident Coverage. Coverage will terminate at the earlier of:

- 1. the date the Policy terminates; or
- 2. the date the Insured ceases to be a member of the Policyholder's sports teams; or
- 3. the last day of regularly scheduled sports activity in which the Insured participates; or
- 4. the date the Insured ceases to be an Eligible Person; or
- 5. the end of the period for which any applicable premium has been paid.

Termination of coverage will not affect a claim for a covered loss that occurred while the Insured's coverage was in force.

We have the right to terminate the coverage of any Insured who submits a fraudulent claim under the Policy.

#### **SCOPE OF COVERAGE**

Subject to the Eligibility, Effective Date, and Termination provisions, an Insured will be covered for Accidental Injury that occurs while insured as elected by the Policyholder and, if applicable, as elected on their enrollment form.

All Sports Accident Coverage: If this option is shown on the application, all Insureds, including student coaches, student managers and student trainers, will be covered for Injury which is incurred while the Insured is participating in or attending Intercollegiate athletic activities, which are officially authorized, sanctioned and scheduled by the Policyholder, supervised by a coach, referee, or by another adult specifically assigned supervisory duties and authority and governed by the rules and regulations of the appropriate athletic/activities association or organization. This includes related:

- 1. pre-competition activities; and
- regularly-scheduled practice or training sessions; and
- 3. a scheduled tryout, workout session or team meeting; and
- 4. regularly-scheduled competition or exhibition game; and
- 5. Off Season Physical Conditioning: and
- sponsored team travel authorized, organized and supervised by the Policyholder.

Coverage is also provided while traveling directly and uninterruptedly to or from the location designated by the Policyholder for athletic activities, in a Designated Vehicle.

#### ACCIDENTAL DEATH AND DISMEMBERMENT, LOSS OF SIGHT, SPEECH AND HEARING BENEFIT

If injury from an Accident results in a loss covered by this benefit, We will pay the benefit in the amount set opposite such loss, as shown on the Schedule of Benefits. Such loss must occur within 365 days of such Accident. If the Insured sustains more than one such loss as the result of one Accident, We will pay only one amount, the largest to which the Insured is entitled.

Loss of hand or foot means loss by severance at or above the wrist or ankle joint. Loss of sight means the total, permanent loss of sight of the eye. The loss of sight must be irrecoverable by natural, surgical or artificial means. Loss of speech means total, permanent and irrecoverable loss of audible communication. Loss of hearing means total and permanent loss of hearing which cannot be corrected by any means. Loss of a thumb and index finger means complete severance through or above the metacarpophalangeal joints (the joints between the fingers and the hand). Severance means the complete separation and dismemberment of the part from the body.

Benefit payment is subject to the definitions, limitations, exclusions and other provisions of this Policy.

#### **ACCIDENT MEDICAL EXPENSE BENEFITS**

Subject to the definitions, limitations, exclusions, and other provisions of the Policy, We will pay benefits, as defined and limited below, for Covered Charges incurred by the Insured due to Injury.

Covered Charges are payable only for an Injury:

- 1. for which the first treatment or service is incurred within the Initial Treatment Period; and
- 2. for which the charge for all treatment or services is incurred within the Benefit Period.

Covered Charges are shown on the Schedule of Benefits.

#### No Other Valid and Collectible Insurance or Plan

After the Deductible has been satisfied, We will pay the Insured Percent of incurred Covered Charges up to the Maximum Benefit Amount, Per Injury.

#### Other Valid and Collectible Insurance or Plan

After the Deductible has been satisfied, We will pay the Insured Percent of incurred Covered Charges which are in excess of the total benefits payable for the same Injury by any Other Valid and Collectible Insurance or Plan on a provision of service or on an expense incurred basis, up to the Maximum Benefit Amount, Per Injury.

If Other Valid and Collectible Insurance or Plan provides benefits on an excess coverage basis, Our plan will pay first, if it has been in effect for the longer period of time at the date of such Injury.

For purposes of this Policy, the Insured's entitlement to Other Valid and Collectible Insurance or Plan will be determined as if this Policy did not exist and shall not depend upon whether timely application for benefits from Other Valid and Collectible Insurance or Plan is made by or on behalf of the Insured.

**Primary Benefit Amount:** If a Primary Benefit Amount is shown in the Schedule of Benefits, We will pay the Covered Charges incurred for an Injury up to the Primary Benefit Amount. Such Covered Charges will be paid according to the terms of the Policy. Thereafter, subsequent claims received for the same Injury which are in excess of the Primary Benefit Amount, will be subject to the excess Provision.

#### HMO/PPO DENIAL BENEFIT

**HMO/PPO Denial Benefit:** We will pay Covered Charges incurred, up to the maximum shown in the Schedule of Benefits, when benefits are denied or reduced by an Insured's Other Valid and Collectible Insurance or Plan's HMO or PPO because services provided to treat a covered Injury were:

- 1. rendered by a non-preferred provider; or
- 2. received outside of the network's service area.

If benefits are reduced rather than denied by an HMO or PPO for the reasons described above, We will pay an amount equal to the Covered Charge incurred less the amount paid by, or the value of services rendered by, the HMO or PPO.

#### **EXCLUSIONS**

This Policy does not provide benefits for:

- 1. treatment, services or supplies which
  - a. are not Medically Necessary; or
  - b. are not prescribed by a Doctor as necessary to treat an Injury; or
  - c. are determined to be Experimental/Investigational in nature; or
  - d. are received without charge or legal obligation to pay; or
  - e. are received from persons employed or retained by the Policyholder or any Family Member, unless otherwise specified; or
  - f. are not specifically listed as Covered Charges in this Policy; or
- 2. intentionally self-inflicted Injury; or
- 3. Injury received while violating or attempting to violate any duly enacted law, or
- 4. injury by acts of war, whether declared or not; or
- 5. injury covered by Worker's Compensation or the Occupational Disease Law; or
- 6. treatment of Osgood-Schlatter's disease; appendicitis; osteomyelitis; pathological fractures; congenital weakness; TMJ; fainting; headaches; boils; detached retina unless directly caused by Injury; or Mental or Nervous Disorders whether or not caused by Injury; or
- 7. suicide or attempted suicide, or self-destruction or an attempt to self-destroy while insane; or
- 8. charges incurred for the use of orthotics unless used exclusively to promote healing; or
- 9. dental treatment except as specifically stated; or
- 10. routine eye exams; or
- 11. Injury sustained fighting, except as an innocent victim.
- 12. Injury sustained while committing or attempting to commit a felony; or
- 13. loss resulting from being legally intoxicated or under the influence of alcohol as defined by the laws of the state in which the Injury occurs; or
- 14. loss resulting from the use of any drug or agent classified as narcotic, psycholytic, psychedelic, hallucinogenic, or having a similar classification or effect, unless prescribed by a Doctor; or
- 15. cosmetic or plastic surgery, except for reconstructive surgery on an injured part of the body; or
- 16. Injury resulting from participation in or practice for any activity which is not supervised and sponsored by the Policyholder or school; or
- 17. treatment of illness, disease or infections, except infections which result from an accidental injury or infections which result from accidental, involuntary or unintentional ingestion of a contaminated substance; or
- 18. Charges for treatments, services or supplies which exceed reasonable and customary charges; or
- 19. Losses directly or indirectly arising out any chemical or biological release and/or contamination which results from Terrorist Activity; or
- 20. Any loss as the result of Terrorist Activity and/or non-detonating weapons of mass destruction; or
- 21. Any loss directly or indirectly arising out of any nuclear explosion, detonation, release and/or contamination whether in time of peace or war, and regardless of any other causes or events contributing concurrently or in any other sequence thereto.

#### **PREMIUM**

#### Payment of Premium/Due Date:

All premium, charges or fees (hereinafter "Premium") must be paid to Us at Our home office prior to the start of the term for which coverage is selected. In no event will coverage become effective prior to the date of enrollment and receipt of the required premium at Our home office, or by Our agent.

#### **Returned or Dishonored Payment:**

If a check in payment for the Premium is dishonored for insufficient funds, a reasonable service charge may be charged to You which will not exceed the maximum specified under state law. A dishonored check shall be considered a failure to pay Premium and coverage shall not take effect.

#### Change to Premium:

We may change the required premium at any time when any change affecting the rates is made to the Policy. Before any change becomes effective, We must give at least 60 days written notice of the change to the Policyholder. Such change in the Policy will not take effect until any additional required premium is received by Us, except as otherwise agreed to in writing by Policyholder and Us.

#### **Grace Period:**

We allow a grace period of 31 days for the payment of premium after the first premium. Coverage is in force during the grace period. If, at least 60 days prior to the premium due date, We send written notice to You of Our intent not to renew this Policy, then the grace period will not apply to any period after the date the non-renewal is to be effective. If You send written notice to Us of Your intent not to renew this coverage, then the grace period will not apply after the date the non-renewal is to be effective.

#### **CLAIM PROVISIONS**

#### Notice of Claim:

Written notice of claim must be given to Us or Our authorized representative within 60 days after a covered loss starts, or as soon thereafter, as is reasonably possible. Notice should include information sufficient to identify the Insured.

#### Claim Forms:

Upon receipt of written notice of claim, We will furnish to the claimant such forms as are usually furnished by Us for filing Proofs of Loss. If such forms are not furnished within 15 days after the giving of such notice, the claimant shall be deemed to have complied with the requirements of this Policy as to Proof of Loss upon submitting, within the time fixed in this Policy for filing Proof of Loss, written proof covering the occurrence, the character, and the extent of the loss for which claim is made.

#### Proof of Loss:

Written or authorized electronic proof of loss satisfactory to Us must be given to Us at Our office, within 90 days of the loss for which claim is made. No claim will be invalidated or reduced if it is shown that proof of loss was given as soon as reasonably possible. In any case, written or authorized electronic proof must be given not more than one year after the time it is otherwise required, except if proof is not given solely due to lack of legal capacity.

#### Time of Payment of Claims:

All benefits will be paid within 25 days after receipt of a Clean Claim where claims are submitted electronically and will be paid within 35 days after receipt of a Clean Claim where claims are submitted in a paper format. Benefits are overdue if not paid within 25 days or 35 days, whichever is applicable, after We receive a Clean Claim containing necessary medical information and other information essential for the insurer to administer preexisting condition, coordination of benefits and subrogation provisions.

Not later than 25 days or 35 days, whichever is applicable, after the date We receive an electronic claim, We will:

- 1. Pay the appropriate benefit in full: or
- 2. Pay any portion of the Claim that is Clean: and
- 3. Notify the provider (where the claim is owed to the provider) or the Covered Member (where the claim is owed to the Covered Member) of the reasons why the Claim or portion thereof is not Clean and will not be paid and what substantiating documentation and information is required to adjudicate the Claim as Clean.

Any claim or portion thereof resubmitted with the supporting documentation and information requested by Us shall be Paid within 20 days after receipt.

If the claim is not denied for valid and proper reasons by the end of the applicable time periods above, We will Pay the provider (where the claim is owed to the provider) or the Covered Member (where the claim is owed to the Covered Member) interest on the accrued benefits at the rate of 3% per month accruing from the day after Payment was due on the amount of benefits that remain unpaid until the claim is finally settled or adjudicated. Whenever interest due is less than \$1.00, the interest amount will be credited to the Covered Member's account.

In the event We fail to Pay benefits when due, the Covered Member may bring action to recover such benefits, any interest which may accrue as provided in the paragraph above and any other damages as may be allowable by law. If it is determined in the action that We acted in bad faith as evidenced by a repeated or deliberate pattern of failing to pay benefits and/or claims when due, the provider or Covered Member entitles to such benefits shall be entitled to recover damages in an amount up to 3 times the amount of the benefits that remain unpaid until the claim is finally settled or adjudicated.

For the purposes of this provision, the following definitions apply:

"Clean Claim" means a claim which requires no further information, adjustment or alteration by the provider of the services or by Us in order to be processed and Paid by Us. A claim is clean if it has no defect or impropriety, including any lack of substantiating documentation, or particular circumstance requiring special treatment that prevents timely payment from being made on the claim. A clean claim includes resubmitted claims with previously identified deficiencies corrected. Errors, such as system errors, attributable to Us, do not change the clean claim status.

A clean claim does not include any of the following:

- A duplicate claim, which means an original claim and its duplicate when the duplicate is filed within 30 days of the original claim;
- 2. Claims which are submitted fraudulently or that are based upon material misrepresentations;
- 3. Claims that require information essential for Us to administer preexisting condition, coordination of benefits or subrogation provisions; or
- 4. Claims submitted by a provider more than 30 days after the date of service; if the provider does not submit the claim on behalf of a Covered Person, then a claim is not clean when submitted more than 30 days after the date of billing by the provider to Covered Person.

"Pay" means that We shall either send cash or a cash equivalent by United States mail, or send cash or a cash equivalent by other means such as electronic transfer, in full satisfaction of the appropriate benefit due the provider (where the claim is owed to the provider) or the Covered Member (where the claim is owed to the Covered Member). To calculate the extent to which any benefits are overdue, payment shall be treated as made on the date a draft or other valid instrument was placed in the United States mail to the last known address of the provider or Covered Member, whichever is applicable, in a properly addressed, postpaid envelope, or, if not so posted, or not sent by United States mail, on the date of delivery of payment to the provider or Policyholder.

#### Payment of Claims:

Benefits payable under this Policy for loss of life will be paid to the Insured's next of kin and the provisions respecting such payment set out herein and effective at the time of payment. Any other payable benefits remaining unpaid at the time of the Insured's death may, at Our option, be paid to the Insured's next of kin or to the Insured's estate. All other benefits will be payable to the Insured or the medical services provider.

If any indemnity of this Policy shall be payable to the estate of the Insured or to an Insured who is a minor or otherwise not competent to give a valid release, the Company may pay such indemnity up to an amount not exceeding \$1,000 to any relative by blood or connection by marriage of the insured or beneficiary who is deemed by the insurer to be equitably entitled there. Any payment made by the Company in good faith pursuant to this provision shall fully discharge the Company to the extent of such payment.

Subject to any written direction of the Insured or of the legal or natural guardian of the Insured, if the Insured is a minor or otherwise incompetent to make such a direction, all or a portion of any indemnities provided by this Policy as a result of medical, surgical, dental, hospital or nursing service may, at the Company option, and unless the Company is requested in writing not later than the time for filing proofs of loss, be paid directly to the hospital or person rendering such services; but it is not requested that the services be rendered by a particular Hospital or person.

#### Physical Examination:

At Our own expense, We shall have the right and opportunity to examine the Insured as We may reasonably require while a claim is pending.

#### **Legal Actions:**

A legal action may not be brought to recover on this Policy within 60 days after written Proof of Loss has been given as required. No such action may be brought after three years from the time written proof was required to be given.

#### Subrogation:

When benefits are paid to or for the Insured under the terms of this Policy, We shall be subrogated, unless otherwise prohibited by law, to the rights of recovery of such Insured against any person who might be acknowledged as liable or found legally liable by a Court of competent jurisdiction for the Injury that necessitated the hospitalization or the medical or surgical treatment for which benefits were paid. Such subrogation rights shall extend only to Our recovery of the benefits We have paid for such hospitalization and treatment, and We shall pay the fees and costs associated with such recovery.

#### **GENERAL PROVISIONS**

#### **Entire Contract; Changes:**

This Policy, including the application, endorsements and the attached papers, if any, constitutes the entire contract of insurance. No change in this Policy shall be valid until approved by one of Our executive officers and unless such approval be endorsed hereon or attached hereto. No agent has authority to change this Policy or waive any of its provisions.

Our failure to enforce any Policy provision shall not waive, modify or render such provision unenforceable at any other time; at any given time; or under any given set of circumstances, whether the circumstances are, or are not, the same.

We have full, exclusive, and discretionary authority to determine all questions arising in connection with the Policy, including its interpretation.

#### Incontestability:

All statements made in an application by the Policyholder are, in the absence of fraud, representations and not warranties. No statement shall be used to contest this Policy, the validity of coverage or reduce benefits, unless it is in writing, signed by the Policyholder, and a copy of such statement is furnished to the Policyholder.

#### Insurance Class:

Policyholder may set forth in its application Insurance Classes of Eligible Persons. The Policyholder shall notify Us when a change of Insurance Class occurs for the Insured.

#### **Clerical Error:**

If a clerical error is made so that an otherwise Eligible Person's coverage does not become effective, coverage may be in effect if:

- 1. the Policyholder makes a written request for coverage on a form approved by Us; and
- 2. any premium not paid because of the error is paid in full from the effective date of coverage.

We reserve the right to limit retroactive coverage to two months preceding the date the error was reported.

If a clerical error is made so that the coverage is in effect for a person who is not eligible, an adjustment will be made to correct the error. Any Premium refund will be reduced by any payment made for claims. If claims paid exceed the Premium refund, the Policyholder shall reimburse Us for the overpayment.

#### Information and Records:

The Policyholder shall provide Us information necessary to administer coverage under the Policy. Information is required when an Eligible Person becomes covered, when changes in amounts of coverage occur, and when the Insured's coverage terminates.

#### Non-Participating:

The Policy is non-participating. It does not share in Our profits or surplus earnings.

#### **Conformity with State Statutes:**

Any provision of this Policy which, on it's effective date, is in conflict with the statutes of the state in which the insured resides on such date is hereby amended to conform to the minimum requirements of such statutes.

#### Certificate of Insurance:

Where required by law, We will send to the Insured an individual certificate. The certificate will outline the insurance coverage under the Policy and to whom benefits are payable.

#### **SCHEDULE OF BENEFITS**

#### POLICYHOLDER INFORMATION

Policy Number:	TBD
Policyholder:	Mississippi Valley State University
Policy Effective Date:	August 01, 2025
Policy Term:	August 01, 2025 to August 01, 2026
Eligible Persons: Students who are enrolled and attending the Policyholder's School	
Scope of Coverage:	All Sports Accident Coverage
Insured Effective Date:	The date premium is received by Us or Our Representative, but not prior to the opening day of School, except in the case of All Sports Accident Coverage, in which case coverage will begin on the first official day of practice.

## ACCIDENTAL DEATH AND DISMEMBERMENT, LOSS OF SIGHT, SPEECH AND HEARING BENEFIT

The losses listed below are payable per Insured per Accident, unless specified otherwise in the Policy.

Loss of Life	\$10,000.00
Loss of Both Hands	\$10,000.00
Loss of Both Feet	\$10,000.00
Loss of the Entire Sight of Both Eyes	\$10,000.00
Loss of One Hand or One Foot	\$10,000.00
Loss of One Hand and the Entire Sight of One Eye	\$10,000.00
Loss of One Foot and the Entire Sight of One Eye	\$10,000.00
Loss of Speech or Hearing (Both Ears)	\$10,000.00
Loss of Hearing One Ear or Entire Sight of One Eye	\$2,000.00
Loss of Thumb and Index Finger of the Same Hand	\$2,000.00

#### **ACCIDENT MEDICAL EXPENSE BENEFITS**

Maximum Benefit Amount, Per Injury	\$90,000.00		
Deductible, Per Injury	\$0.00		
Insured Percent	100%		
Payment System Percentile	90 <sup>th</sup>		
Initial Treatment Period	90 days		
Benefit Period	104 weeks		
Primary Benefit Amount	\$0.00		
HMO-PPO Denial Benefit	\$90,000.00		

#### **COVERED CHARGES**

Treatment, services or supplies incurred for:

- Hospital room and board, and general nursing care, up to the semi-private room rate.
- Intensive Care.
- Inpatient and Outpatient miscellaneous Hospital charges.
- Doctor's charges for surgery.
- Administration of anesthesia.
- Assistant surgeon charge.
- Inpatient Doctors' visits.
- Outpatient Doctors' visits.
- Hospital Emergency care, excluding professional charges.
- Outpatient imaging procedures and interpretation for MRI/CAT scan.
- Outpatient X-ray and laboratory services.
- · Ambulance charges.
- Urgent Care Center charges. Does not include professional surgical charges.
- Hospital Emergency non-surgical Doctor charges.
- Durable Medical Equipment, including orthopedic appliances.
- Replacement expense for broken eyeglasses, lenses, hearing aids resulting from an Injury requiring Medical treatment.
- Ambulatory Surgical Facility.
  - Prescription Drugs.
  - Dental treatment for Injury to Sound Natural Teeth.
  - Outpatient Physical Therapy rendered by a Hospital or Doctor.
  - Treatment of heat exhaustion and heat stroke.
- Treatment of a Concussion and Post Injury Concussion Testing.
  - Re-aggravation or re-injury of a Pre-existing Condition.
- Treatment of heart and/or circulatory system, such as stroke, heart attack and brain circulatory malfunctions resulting from participation in a Covered Activity.
- Treatment of Repetitive Motion Injuries, strains, hernia, tendinitis, bursitis, spondylolysis, osteochondritis dissecans, not related to a specific Injury.

#### GUARANTEE TRUST LIFE INSURANCE COMPANY 1275 Milwaukee Avenue, Glenview, Illinois 60025 (847) 699-0600

#### **AMENDMENT RIDER**

EFFECTIVE DATE: August 01, 2025

This Rider is made a part of the Policy/Certificate as of the Effective Date shown above. If no date is shown, it is effective as of the Effective Date of the Policy/Certificate to which this Rider is attached.

The Policy/Certificate is hereby amended as follows:

#### The following term is ADDED to DEFINITIONS:

**Heart and Circulatory Malfunction:** An acute onset of a myocardial infarction, coronary thrombosis or cerebral vascular accident affecting the heart or circulatory system:

- 1. which is first diagnosed and treated while the Insured's coverage under this policy is in force;
- 2. which occurs as a result of the Insured's participation in a Covered Activity;
- 3. which occurs within 24 hours of participation in a Covered Activity;

The *Treatment of heart and/or circulatory system* section of COVERED CHARGES has been replaced by the following:

• Treatment for Heart and Circulatory Malfunction, resulting from participation in a Covered Activity.

This Rider is subject to all terms, provisions, limitations and exclusions of the Certificate except when specifically changed by this rider."

Signed at Guarantee Trust Life Insurance Company in Glenview, Illinois by

Secretary

President

### GUARANTEE TRUST LIFE INSURANCE COMPANY PRIVACY NOTICE

At Guarantee Trust Life Insurance Company (GTL) we know the importance of the right to privacy. That's why protecting the information that personally identifies each and every one of our valued insurance customers is high priority, and a matter we take very seriously.

Our primary goal is, and will continue to be, providing competitive, fairly priced, and exceptional quality insurance products to meet the short-term and long-term financial needs of our customers. From life and health insurance to credit life and credit disability insurance, getting people the protection they need is not just a job to us. It is a privilege.

While the personal, financial and medical information shared with us (from applying for coverage, to filing a claim) is the cornerstone to providing the high-quality insurance protection and service our customers have come to know and expect, be assured that information, unique to our insurance customers, is kept secure, confidential and used expressly for the purpose of conducting our insurance relationship with them. Remember, protecting our customer's privacy is not only our priority...it's a promise.

The following is a summary of our privacy policy and practices. It tells you about the kinds of personally identifiable information we collect, disclose or share with others.

#### INFORMATION WE COLLECT AND SOURCES OF INFORMATION

In order for GTL to provide and administer the insurance products we offer, we collect personal information about the customer. Some of the information we collect is "nonpublic". The nonpublic personal information we collect is obtained from the following sources:

- Information we receive on the application for insurance or other forms (such as name, address, telephone number, age, social security number, and beneficiary designation.)
- Information about our customer's transactions with us and our affiliates (such as the type of insurance product purchased, the premium paid, the method of purchase, and payment history.)
- Information we receive from third party reports, (such as consumer-reporting/credit agencies, motor vehicle records, and medical information. All medical information we receive is subject to the Medical Confidentiality rules described below.)

#### INFORMATION WE DISCLOSE

GTL does not disclose any nonpublic personal information about our customers or former customers to anyone without providing notice of the customer's rights to either opt out or opt in the sharing of personal information, except as permitted or required by law.

We may also disclose all of the information we collect, as described above, with the following:

- Affiliates We may share information with our affiliates. Our affiliates offer products and services that may complement insurance purchases and we believe may be of interest to our customers.
- Service Providers We may share information with companies engaged to perform services on our behalf, such as third party
  administrators and vendors hired to effect, administer or enforce a transaction a customer requests or authorizes; to develop or
  maintain computer software; or to perform market research.
- Joint Marketing We may share information with companies that perform marketing services on our behalf or to other financial
  institutions with which we have a joint marketing agreement.

#### **MEDICAL CONFIDENTIALITY**

All medical information is kept confidential. We will not use or share, internally or with third-parties, our customer's medical information except for the purposes of:

- Underwriting;
- Administering the policy or claim;
- As permitted or required by law; or
- As authorized by the customer.

#### SECURITY AND CONFIDENTIALITY OF CUSTOMER INFORMATION

We restrict access to nonpublic personal information about our customers to those employees (or people working on our behalf under confidentiality agreements) who need to know the information in order to provide products and services. We also maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard all nonpublic personal information.

GTL
Guarantee Trust Life Insurance Company
1275 Milwaukee Avenue
Glenview, Illinois 60025
1-800-338-7452
Visit us at: www.gtlic.com

# NOTICE OF PROTECTION PROVIDED BY MISSISSIPPI LIFE AND HEALTH INSURANCE GUARANTY ASSOCIATION

This notice provides a brief summary of the Mississippi Life and Health Insurance Guaranty Association (the "Association") and the protection it provides for policyholders. This safety net was created by Mississippi law, which determines who and what is covered and the amounts of coverage.

The Association was established to provide protection in the unlikely event that your life, annuity or health insurer becomes financially unable to meet its obligations. If this should happen, the Association will typically arrange to continue coverage and pay claims, in accordance with Mississippi law, with funding from assessments paid by other insurance companies. (For purposes of this notice, the terms "insurance company" and "insurer" include health maintenance organizations (HMOs).)

The basic protections provided by the Association are:

#### Life Insurance

- \$300,000 in death benefits
- \$100,000 in net cash surrender and net cash withdrawal values

#### Health Insurance

- \$500,000 for health benefit plans (see definition below)
- \$300,000 in disability income insurance benefits
- \$300,000 in long-term care insurance benefits
- \$100,000 in other types of health insurance benefits

#### **Annuities**

 \$250,000 in the present value of annuity benefits, including net cash surrender and net cash withdrawal values

The maximum amount of protection for each individual, regardless of the number of policies or contracts, is \$300,000. Special rules may apply with regard to health benefit plans.

"Health benefit plan" is defined in Miss. Code Ann. § 83-23-209 and generally includes hospital or medical expense policies, contracts or certificates, or HMO subscriber contracts that provide comprehensive forms of coverage for hospitalization or medical services, but excludes policies that provide coverages for limited benefits (such as dental-only or vision-only insurance), Medicare Supplement insurance, disability income insurance and long-term care insurance (LTCI).

**Note:** Certain policies and contracts may not be covered or fully covered. For example, coverage does not extend to any portion(s) of a policy or contract that the insurer does not guarantee, such as certain investment additions to the account value of a variable life insurance policy or a variable annuity contract. There are also various residency requirements and other limitations under Mississippi law.

Benefits provided by a long-term care (LTC) rider to a life insurance policy or annuity contract shall be considered the same type of benefits as the base life insurance policy or annuity contract to which it relates.

To learn more about the above protections, limitations and exclusions, as well as protections relating to group contracts or retirement plans, please visit the Association's website at www.mslifega.org, or contact:

Mississippi Life and Health Insurance Guaranty Association 330 North Mart Plaza Jackson, MS 39206-5327 601-981-0755

Mississippi Insurance Department Woolfolk Building 501 N. West Street, Suite 1001 Jackson, MS 39201 601-359-3569

To file a complaint or seek information about the financial condition of an insurer, contact the Mississippi Insurance Department.

GANT-MS (Rev. 2021)

Your insurer is required by law to provide you with this notice. However, insurance companies and their agents are prohibited by law from using the existence of the Association for the purpose of sales, solicitation or inducement to purchase any form of insurance.

SAMPLE POLICY

# Exhibit 5: Gallagher Memorandum of Insurance

# ARTHUR J. GALLAGHER & CO. MEMORANDUM OF INSURANCE

This Memorandum of Insurance ("Memorandum") is produced as a matter of information only to authorized viewers for their internal use only and confers no rights upon any viewer of the Memorandum. This Memorandum does not amend, extend or alter the coverage described below. Copyright 2005, Arthur J. Gallagher Risk Management Services, LLC ("Gallagher"). Gallagher grants permission to you to view, copy, print and distribute the information found on the Memorandum website ("Site") provided that the above copyright notice appears on all copies, that use is internal to you or for personal noncommercial informational purposes only, and that no modification is made to any materials. Any modification, use, reproduction or distribution of this Memorandum, the Site or its contents must be first approved by Gallagher in writing. You will not suffer or permit any unauthorized use of any Gallagher trademark, service mark or logo. This Memorandum, the Site and its contents, including but not limited to text, graphics, images, software, copyrights, trademarks, service marks, logos, and brand names ("Content"), are protected under both United States and foreign laws, and Gallagher or its affiliated entities retain all right, title and interest in and to the Content, all copies thereof, and all copyrights and other proprietary rights therein. The information contained herein is as the date referred to above. Gallagher shall be under no obligation to update such information.

DATE: 9/27/2024				
INSURED: Arthur J. Gallagher & Co. and its subsidiaries 2850 West Golf Road Rolling Meadows, IL 60008	Insurance Companies			
	A: ARCH INSURANCE COMPANY			
	B: THE CONTINENTAL INSURANCE COMPANY			
	C: XL INSURANCE AMERICA, INC			
	D: FEDERAL INSURANCE COMPANY			
	E: LEXINGTON INSURANCE COMPANY F: XL SPECIALTY INS. COMPANY			
				G, UNDERWRITERS AT LLOYD'S LONDON
	H. INDIAN HARBOR INSURANCE COMPANY			

The policies of insurance listed below have been issued to the "INSURED" named above for the policy period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this Memorandum may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies. Limits shown may have been reduced by paid claims.

CO. LTR.		POLICY NUMBER	POLICY EFFECTIVE	POLICY EXPIRATION	LIMITS (In USD unless otherwise indicated)	
Lia Oc Per Agg	Commercial General Liability Occurrence Per location Aggregate	41GPP4938417	10/01/24	10/01/25	General Aggregate	4,000,000
					Products - Comp/Op Agg	4,000,000
					Personal and ADV Injury	2,000,000
					Each Occurrence	2,000,000
					Damage to Rented Premises (Each occurrence)	1,000,000
Α	Automobile Liability Any Auto	41CAB4939017-MA 41CAB4938317-A/O	10/01/24	10/01/25	Combined Single Limit	5,000,000
					Bodily Injury (per person)	
					Bodily Injury (per accident)	
В	Excess/Umbrella Liability Retention: \$10,000	7034611269	10/01/24	10/01/25	Each Occurrence	25,000,000
					Aggregate	25,000,000
Α	and Employers Liability	41WCl4938117-FL 44WCl0501917 A/O	10/01/24	10/01/25	Workers Comp Limits	Statutory
					EL Each Accident	1,000,000
					EL Disease - Each Employee	1,000,000
					EL Disease – Policy Limit	1,000,000
С	Property	US00112916PR24A	10/01/24	10/01/25	Blanket Bldg. & PP	10,000,000
D	Crime/Fidelity Bond (Employee Dishonesty)	J06039418	09/01/24	09/01/25	Single Loss Limit	15,000,000
E	Errors & Omissions (Primary Policy)	016024438	10/01/24	10/01/25	Per Claim and Aggregate	12,000,000
F	Errors & Omissions (Excess Policy)	ELU192671-24	10/01/24	10/01/25	Per Claim and Aggregate	10,000,000
G	Errors & Omissions (Excess Policy)	FI0121924	10/01/24	10/01/25	Per Claim and Aggregate	15,000,000
Н	Cyber Liability	MTP904630501	05/01/24	05/01/25	Limit of Liability	10,000,000

# ARTHUR J. GALLAGHER & CO. MEMORANDUM OF INSURANCE

#### ADDITIONAL INFORMATION

#### GENERAL LIABILITY POLICY

ADDITIONAL INSURED – MANAGERS OR LESSORS OF PREMISES \*

Endorsement Form # CG 20 11 04 13 modifies insurance provided under the following:

#### COMMERCIAL GENERAL LIABILITY COVERAGE PART

#### **SCHEDULE**

- 1. Designation of Premises (Part Leased to You): ANY PREMISES OR PART THEREOF LEASED TO YOU.
- 2. Name of Person or Organization (Additional Insured): ANY AND ALL PERSONS OR ORGANIZATIONS CONTRACTUALLY REQUIRING ADDITIONAL INSURED STATUS AS THE MANAGER OR LESSOR OF PREMISES TO YOU.
- 3. Additional Premium: INCLUDED

(If no entry appears above, the information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Schedule and subject to the following additional exclusions:

This insurance does not apply to:

- 1. Any "occurrence" which takes place after you cease to be a tenant in that premises.
- 2. Structural alterations, new construction or demolition operations performed by or on behalf of the person or organization shown in the Schedule.

### WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - WORKERS COMENPENSATION, GENERAL LIABILITY AND AUTOMOBILE LIABILITY

We waive any right of recovery we may have against the person or organization where required by written contract because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only where required by written contract as specified and approved per contract.

#### PROPERTY

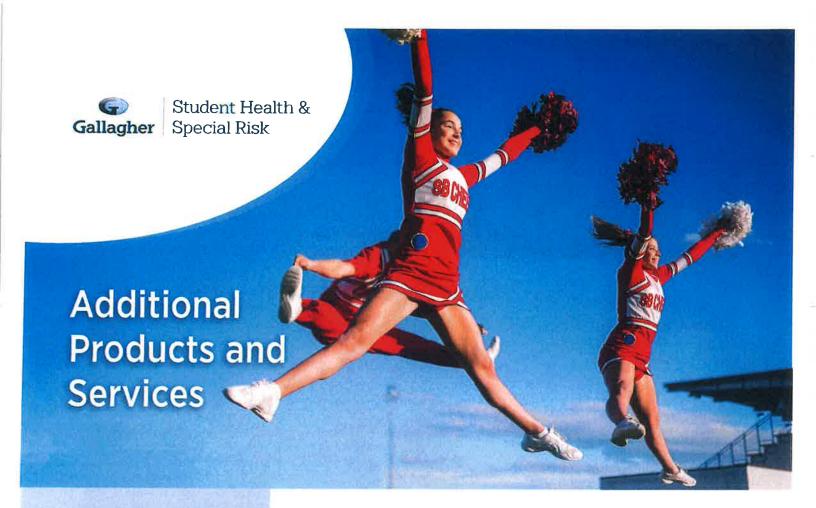
This policy insures against "All Risks" of physical loss or damage, except as excluded, to covered property while on Described Premises, provided such physical loss or damage occurs during the term of this policy. Coverage is subject to policy deductibles, terms, conditions and exclusions. Loss Payable clause included for whom Insured has agreed to per written contract.



- \*All other Additional Insureds requires Legal approval and issuance of a Certificate of Insurance.
- \*For special requests, such as a WET SIGNATURE, please contact the appropriate team: P&C Doreen Morris or Renata Grzeskowiak; E&O Frederick Arkin or Mari Maceri; Cyber Jeremy Gillespie or Tina Stankowicz

This Memorandum of Insurance serves solely to list insurance policies, limits and dates of coverage. Any modifications hereto are not authorized by Gallagher or the Insurance Companies.

# Exhibit 6: Additional Products & Services



Gallagher Student Health & Special Risk specializes in meeting the athletic and special risk insurance needs of intercollegiate, club and intramural athletic programs for colleges and universities.

With nearly 30 years of experience in the athletic insurance market, Gallagher has experienced the evolution of the athletic-specific insurance landscape. From claims advocacy to risk management recommendations, Gallagher will work alongside your institution to deliver you a tailored insurance solution. In addition to the coverage presented, Gallagher can also help you with implementing the outlined products and services.

#### **Primary Insurance Verification Services**

Student-athletes without primary health insurance can be a significant burden on an excess athletic accident insurance policy. Gallagher offers insurance verification services to college and university clients to determine if a student-athlete has active health insurance. This can be a best practice for institutions to catch any students who are uninsured, which in turn protects the athletic accident insurance program.

#### U.S. Council for Athletes' Health (USCAH) Partnership

Gallagher is pleased to offer our clients preferred access to the experts and training programs offered by USCAH, an independent, third-party team of experts specializing in athlete health and safety consultation, education and compliance. The team at USCAH partners with higher education institutions to deliver athlete health and safety consultation, education and compliance resources that reduce risk and protect against undue injuries, wrongful deaths and avoidable scandals. USCAH offers program assessment consultation, a proprietary E-Learning platform with more than 120 courses, and more.

#### International Student-Athlete & Scholar Insurance

J-1 and F-1 via status international students and scholars traveling outside of their home country to the United States are eligible for Gallagher's ISS Health Insurance program. This plan provides coverage to your students for doctors' visits, emergency room visits, inpatient and outpatient hospital services, outpatient prescription drug coverage, wellness care, dependent coverage and 24-hour worldwide assistance services, which includes medical evacuation and repatriation, Our program also offers plan designs which include a benefit for student-athletes who are injured during a covered intercollegiate sporting activity.

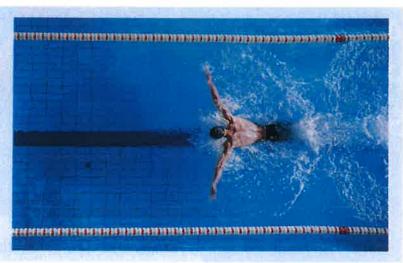


#### **Study Abroad Insurance Plans**

Gallagher offers both Silver and Gold plans, which provide medical services such as physician and emergency room visits, inpatient and outpatient hospital services and pharmacy coverage. The plan also covers medical evacuations (including coverage for natural disasters) and repatriation of remains, and it provides a 24-hour worldwide assistance program with services such as trip cancelation, trip interruption, lost luggage, medical referrals and guarantee of payment directly to providers abroad.

#### **Student Health Insurance Plans (SHIP)**

Gallagher has been offering comprehensive student health insurance programs since 1994. As the largest independent national broker, we have access to all national and regional carriers and are able to leverage our expertise to secure favorable coverage terms for your students while providing superior service. We offer value to our clients by providing customized waiver, enrollment and insurance audit services. Our clients can also expect quarterly claims reviews, dedicated customer service teams and industry newsletters.



#### **Game Point Capital**

In partnership with Game Point Capital (GPC), Gallagher strives to offer our collegiate athletic clients insurance for program costs tied to on-field performance. GPC offers insurance products insuring the potential costs athletic departments may incur for coach performance bonuses, postseason travel costs, championship rings, employment/excise taxes and more. The goal is to help our client institutions reduce the risk of unexpected costs, eliminate financial uncertainty and budget more efficiently.

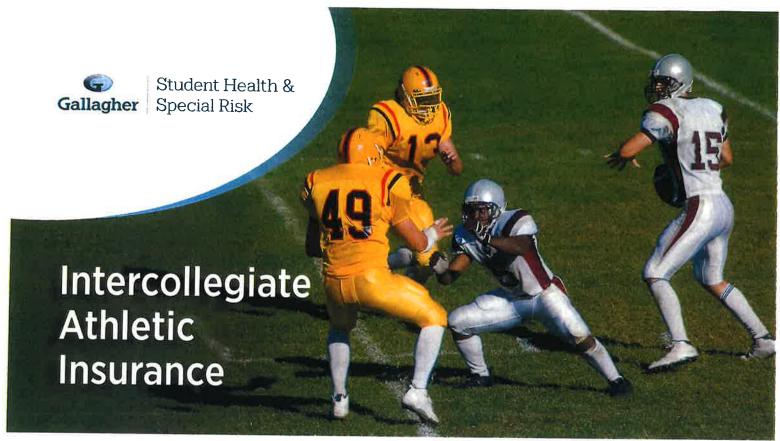
#### Other Specialty Insurance Products

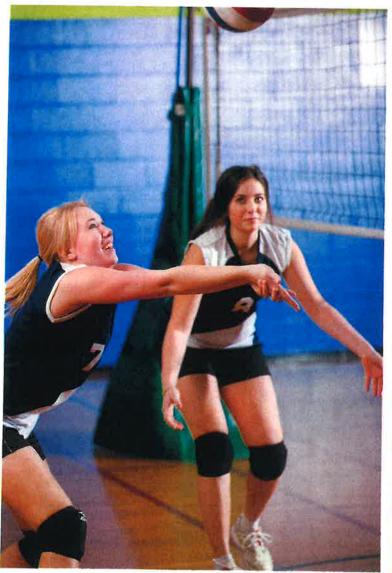
- Catastrophic Club and Intramural Accident Plans
- Camps, Clinics, Tournaments and Special Events
- Event Cancellation/Loss of Revenue
- High Limit Accidental Death and Dismemberment
- Prospective Professional Athlete Insurance (Disability and Loss of Value)
- Digital Mental Health Platforms

info@gallagherstudent.com | gallagherstudent.com | 800.457.5599



# Exhibit 7: Gallagher Special Risk-ICS Brochure









### **Decades of Experience in Sports & Special Risk**

#### Risk Identification: Are All of Your Bases Covered?

Gallagher Student Health & Special Risk specializes in meeting the athletic and special risk insurance needs of intercollegiate, club and intramural athletic programs for colleges and universities. For nearly 30 years, Gallagher has tailored high-quality, comprehensive and affordable Athletic Accident programs based on the unique needs of our client institutions.

Identifying every potential category of risk is a difficult task that is frequently pushed to the sidelines in the planning process. We have developed a systematic process to confirm each institution has the best coverage in place for their student-athletes and the right policies to effectively manage coverage.

#### Athletic Insurance Coverage: A Team Effort

We are committed to providing the highest-quality service and support for our clients. Our dynamic business model and team of experts enable us to cater our service model to meet the specific goals and needs of all campus stakeholders. Streamlining the claims process and promoting transparency between all parties ensures the best coverage and support for your program.

From claims advocacy and analysis to renewal marketing and risk management recommendations, Gallagher will work alongside your institution to tailor your insurance solution.

Our standard services include:

- Account Management
- Loss Control and Best Practice Recommendations
- In-house and Third Party Claims Administration Options
- Peer Benchmarking and Detailed Claims Analysis
- Claims Advocacy and Insurance Coordination





The Gallagher Special Risk team offers a variety of comprehensive and flexible products to address the unique needs of our students, faculty, institutions and alums. Our offerings allow client institutions to provide a complete menu of insurance products and services to meet the needs of your students and faculty. For more information on these services, please visit gallagherstudent.com.

#### Athletic Coverage and Services Available:

- Intercollegiate Athletic Accident Insurance
- Fully Insured and Self-funded options
- In-House Claims Administration and Third Party Claims Administration Options
- Catastrophic Accident Insurance Plans
- High Limit, Accidental Death and Dismemberment
- Primary Health Insurance Domestic and International Student-Athletes
- Insurance Verification
- Camps, Clinics and Special Events Insurance
- Club and Intramural Sport Accident Plans Basic and Catastrophic
- Event Cancellation and Loss of Revenue
- Coach Bonus Insurance
- General Student Accident Insurance
- Discount Networks and Services

**Gallagher Special Risk Quick Facts** Over 430 College and University Client **Programs Nationwide USCAA** or NCCAA Clients NJCAA or CCCAA Clients 30% NCAA DI Clients 19% NAIA Clients 11% NCAA DII **NCAA DIII** Clients Clients 13 % 24% 3 Offices Nationwide Focusing on **Athletic Accident Insurance** Quincy, MA Kalamazoo, MI Whippany, NJ

Our relationship with Gallagher has continued to grow in recent years and has been a great contributor to our department's success. Every claim filed through Gallagher is immediately processed with efficient and thorough follow-up, creating a smooth process from beginning to end. Not only is the Gallagher Account Management team extremely knowledgeable about our policy and willing to answer any questions, they genuinely go above and beyond. We are lucky to work with such a great company year after year.

#### Why Gallagher?

Founded in 1994, Gallagher Student Health & Special Risk is a leading innovator in the higher education insurance field. Our firm has grown to a 100+ person national brokerage and full-service account management team, with offices in California, Massachusetts, Michigan and New Jersey. We are solely dedicated to providing intercollegiate athletics, special risk, student health and international insurance products and services to the higher education community. Our entire business model has been built to accommodate the unique needs of higher education administrators, students and their families.

Gallagher Student Health & Special Risk is part of Gallagher, one of the leading publicly traded risk management firms in the U.S., founded over 90 years ago, with over 52,000 employees in more than 700 offices. As a member of Gallagher, our biggest strength lies in the resources that we are able to offer our clients. Not only do we provide specialized Intercollegiate athletic, special risk, student health and international insurance products for the higher education industry, but our position within the Gallagher Higher Education Practice brings the industry's most experienced team of professionals for benchmarking best practices and assisting with any institution's risk management needs.

Trusted advisors, diverse product mix, strong leadership, industry awareness (including the constant monitoring of NCAA, NAIA, NJCAA, as well as the state and federal regulations), market leverage and exceptional customer service make Gallagher's Higher Education Practice your complete insurance solution.



"Prior to 2020, our flagship campus was inundated with claims – many on paper. After noticing this deficiency, Gallagher placed us with a third-party administrator to alleviate the administrative burden off of the Athletic Department. It has provided immense value since we now have recorded loss runs and claims history."

- The University of Tennessee System Office of Risk Management



#### Jim Bridge

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# Gallagher at a Glance

Gallagher has been designing solutions to meet our clients' unique needs for more than 90 years. We pioneered many of the innovations in risk management used by businesses in all industries today. We believe that the best environment for learning and growing is one that remembers the past and invents the future.

Gallagher has divisions specializing in retail insurance brokerage operations, benefits and HR consulting, wholesale distributions and third-party administrations and claims processing.

As one of the largest insurance brokers in the world, Gallagher has approximately 700 offices in 33 countries and provides client-service capabilities in more than 150 countries around the world through our network of partners. Wherever you are — we're nearby.

Dan Buckley

Managing Director, Gallagher Special Risk 617.769.6421 | dan\_ buckley@ajg.com



Student Health &