

Blanket Accident Policy

Hartford Life and Accident Insurance Company
Simsbury, Connecticut 06089
(A stock insurance company)

We will pay benefits according to the conditions of this Policy.



Hartford Life

Signed for the Company

Terence Shields, Secretary

Michael Concannon, Executive Vice President

TABLE OF CONTENTS

- Schedule
- General Provisions
- Insured Person Period of Coverage
- Definitions
- Covered Activities
- Exclusions
- Benefits
- Claim Provisions

Countersigned by

Licensed Resident Agent

SCHEDULE

Policy Premium: \$8,309.88
Minimum Premium: \$340.00

POLICY NO: 10-SR-129237

POLICYHOLDER'S NAME AND ADDRESS:

AMERICAN INDIAN MODEL SCHOOLS
171 12TH STREET, SUITE #200
OAKLAND , CA 94607-4919

Previous Policy No: 10-SR-129237

Policy Period: From (Policy Date): 1/25/2021 To: 1/25/2022
12:01 A.M. Standard Time at the address of the Policyholder

Producer's Name and Address:	Agent Code	Form Numbers of the Policy, Riders and attached papers at issue
***** ***** *****	*****	SRP-1400 (HLA), ,SRP-1400 INFO (CA) ,PA-8371-5

EXCESS COVERAGE APPLIES

INSURED PERSON means any person who is a registered student in Grades Kindergarten thru 12th or a Volunteer Worker of the Policyholder.

COVERED ACTIVITIES means

This policy covers each Insured Person during the policy period while he or she is:

- (a) participating in school related activities sponsored by the Policyholder while on the premises of, designated by and under the direct supervision of the Policyholder, or
- (b) traveling with a group in connection with such activities under the direct supervision of Policyholder.

BENEFITS AND AMOUNTS

Accidental Death Benefit	Principal Sum:	\$10,000.00
Accidental Dismemberment Benefit	Principal Sum:	\$10,000.00
Accident Medical Expense Benefit	Maximum Benefit:	\$25,000.00
	Deductible Amount:	\$0.00
	Maximum Dental Limit:	\$25,000.00

GENERAL PROVISIONS

Consideration: We have issued this Policy in consideration of the payment of the Policy Premium in advance of the Policy Date. The Policy Premium and Policy Date are shown in the Schedule.

Policy Period: This Policy takes effect on the Policy Date and continues to the end of the Policy Period. The dates are shown in the Schedule.

Entire Contract: The entire contract between the Policyholder and us consists of this Policy and any papers made a part of this Policy at issue.

Changes: No agent has authority to change or waive any part of this Policy. To be valid, any change or waiver must be in writing, approved by one of our officers and made part of this Policy.

Interpretation of Policy Terms and Conditions: We will have full discretion and authority to determine eligibility for benefits and to construe and interpret all terms and provisions of this Policy.

Data Furnished By Policyholder: The Policyholder, with our approval, may keep the important insurance records on all Insured Persons. The Policyholder will give us information, when and in the manner we ask, to administer the insurance provided by this Policy. The Policyholder's insurance records will be open for our inspection at any reasonable time.

Failure on the part of the Policyholder to:

- (a) give us the name of an Insured Person will not invalidate the insurance;
- (b) report termination of insurance of an Insured Person will not continue the coverage beyond the date of termination.

Certificates: If required by the laws of the state where this Policy is delivered, we will give certificates to the Policyholder for delivery to Insured Persons. The certificates will state the features of this Policy which are important to Insured Persons.

Conformity with State Statutes: On the Policy Date, if any provision of the Policy is contrary to the law of the jurisdiction in which it is delivered, such provision is hereby amended to conform to that law.

Cancellation: This Policy may be cancelled at any time by written notice mailed or delivered by us to the Policyholder or by the Policyholder to us. If we cancel, we will mail or deliver the notice to the Policyholder at its last address shown in our records.

If we cancel, it becomes effective on the later of:

- (a) the date stated in the notice; or
- (b) the 31st day after we mail or deliver the notice.

If the Policyholder cancels, it becomes effective on the later of:

- (a) the date we receive the notice; or
- (b) the date stated in the notice.

In either event:

- (a) we will promptly return any unearned premium paid; or
- (b) the Policyholder will promptly pay any earned premium which has not been paid.

Any earned or unearned premium will be determined on a pro rata basis according to the Premium provision. The minimum earned premium is the Minimum Premium.

Cancellation shall be without prejudice to any claim for loss due to an accident which occurred before the effective date of the cancellation.

Premium: The earned premium for this Policy:

- (a) is due at the beginning of the Policy Period;
- (b) cannot be less than the Minimum Premium.

INSURED PERSON PERIOD OF COVERAGE

Effective Date: Each person becomes an Insured Person on the date he or she meets the qualifications stated in the Schedule.

Termination: Coverage of each Insured Person ceases on the first to occur of:

- (a) the date the Policy terminates; or
- (b) the date he or she ceases to qualify as an Insured Person.

Termination shall be without prejudice to any claim for loss due to an accident that occurs before the termination date.

DEFINITIONS

Hospital means an institution which:

- (a) operates pursuant to law;
- (b) primarily and continuously provides medical care and treatment of sick and injured persons on an inpatient basis;
- (c) operates facilities for medical and surgical diagnosis and treatment by or under the supervision of a staff of legally qualified physicians; and
- (d) provides 24 hour a day nursing service by or under the supervision of registered graduate nurses (R.N.).

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

- (a) a nursing home, convalescent home or skilled nursing facility;
- (b) an alcohol or drug treatment facility; or
- (c) a place for rest, custodial care or for the aged.

Injury means bodily injury of an Insured Person that results directly and independently of all other causes from an accident which occurs while he or she is participating in a Covered Activity.

Loss resulting from sickness or disease, except a pus-forming infection that occurs through an accidental wound, is not considered as resulting from Injury.

Insured Person is defined in the Schedule.

Physician means a legally qualified physician or surgeon, other than the Insured Person or a physician or surgeon who is related to the Insured Person by blood or marriage.

Reasonable Expenses means fees and prices which do not exceed those generally charged for similar Medical Care in the local area where received by the Insured Person. An expense is considered to be incurred on the date the Medical Care is rendered.

We, us or our means the Hartford Life and Accident Insurance Company.

COVERED ACTIVITIES

This Policy covers each Insured Person;

- (a) during the Policy Period; and
- (b) while he or she is participating in the Covered Activities, as defined in the Schedule.

EXCLUSIONS

The Policy does not cover loss resulting from or for:

1. intentionally self-inflicted Injury, suicide, or attempted suicide, whether sane or insane;
2. war or act of war, whether declared or undeclared;
3. Injury sustained while in the armed forces (land, water or air) of any country or international authority;
4. Injury sustained while in or on, boarding or alighting from, being struck or run down by, any aircraft except as an airline passenger on an aircraft: (a) operated by a passenger airline on a regularly scheduled trip over its established route or that is chartered by that airline; or (b) any transport type aircraft operated by the Military Airlift Command (MAC) of the United States or any national government recognized by the United States;
5. repair, replacement, examination for prescriptions, or fitting of: (a) eyeglasses; (b) contact lenses; or (c) hearing aids;
6. dental work or treatment on natural teeth which is not necessary for the repair or relief of Injury;
7. repair or replacement of existing dentures, partial dentures, braces, fixed or removable bridges, or other artificial dental restoration;
8. repair or replacement of artificial limbs or orthopedic braces;
9. Injury for which the Insured Person is eligible to receive Workers' Compensation benefits or similar benefits, regardless of whether he or she has applied for the benefits;
10. Injury sustained while the Insured Person is voluntarily taking drugs which federal law prohibits dispensing without a prescription, including sedatives, narcotics, barbiturates, amphetamines or hallucinogens, unless the drug is taken as prescribed or administered by a licensed Physician;
11. Injury sustained by an Insured Person during or as a result of his or her commission of a felony or while incarcerated for a felony, except that this exclusion will not be applicable upon acquittal or dismissal of the felony charges;
12. Injury sustained as a result of the Insured Person's being legally intoxicated from the use of alcohol while operating a motor vehicle;
13. Expenses incurred for services, treatment, supplies or facilities rendered by: (a) the Policyholder's health service or infirmary; or (b) any Physician or nurse employed or retained by the Policyholder;
14. Expenses covered under any automobile reparations insurance (no-fault) or automobile insurance medical payments benefit;
15. Injury sustained while playing or practicing in (a) all intercollegiate sports; (b) any inter-school club sports; (c) any intramural sports; or (d) any form of tackle football;

ACCIDENTAL DEATH AND DISMEMBERMENT (AD&D) BENEFIT

If the Insured Person's Injury results in any of the losses listed in the table below within 180 days after the date of the accident, we will pay the sum shown opposite the loss. We will not pay more than the Principal Sum shown for each Insured Person for all losses due to the same accident. The Principal Sum amount is shown in the Schedule.

LOSS:

Life.....
Both Hands or Both Feet or Sight of Both Eyes.....
One Hand and One Foot.....
Either Hand and Sight of One Eye
Either Foot and Sight of One Eye.....
Speech and Hearing in Both Ears.....
Either Hand or Foot.....
Sight of One Eye.....
Speech or Hearing in Both Ears.....
Thumb and Index Finger on the Same Hand.....

BENEFIT:

Principal Sum
Principal Sum
Principal Sum
Principal Sum
Principal Sum
Principal Sum
One-half the Principal Sum
One-half the Principal Sum
One-half the Principal Sum
One-quarter the Principal Sum

Loss means, with respect to:

- (a) hand and feet, actual severance through or above wrist or ankle joints;
- (b) sight, speech and hearing, entire and irrecoverable loss thereof;
- (c) thumb and index finger, actual severance through or above the metacarpophalangeal joints.

ACCIDENT MEDICAL EXPENSE BENEFIT

We will pay the Reasonable Expenses incurred by an Insured Person, in excess of the Deductible Amount, for Medical Care due to:

- (a) Injury, if the first expense is incurred within 26 weeks after the accident; and
- (b) the expense is incurred within 2 years after the accident.

We will not pay:

- (a) more than the Maximum Benefit for all expenses incurred as the result of any one accident; or
- (b) for expenses incurred more than 2 years after the accident.

We will not pay:

- (a) more than the Maximum Dental Limit for all expenses incurred for dental treatment, services and supplies; or
- (b) more than the Maximum Benefit for all Medical Care and dental treatment, services and supplies, as the result of any one accident.

The Deductible Amount will be applied separately to each accident. The Deductible Amount, Maximum Dental Limit and Maximum Benefit are shown in the Schedule.

Medical Care, for the purpose of this benefit, means necessary:

- (a) medical or surgical treatment, services and supplies; and
- (b) Hospital, nursing and ambulance services,

prescribed by a Physician for the sole purpose of treating the Injury.

EXCESS COVERAGE PROVISION

The amount otherwise payable under the Accident Medical Expense Benefit will be reduced by the total amount of medical care benefits provided by any other Plan.

The amount of benefits provided by other Plans:

- (a) will be determined without reference to any:
 - (1) coordination of benefits provision;
 - (2) non-duplication of benefits provisions; or
 - (3) other similar provisions,
- (b) will include any amount to which the Insured Person is entitled, regardless of whether claim is made for the benefits; and
- (c) will include the reasonable value of any medical expense services provided as Plan benefits.

Plan means:

- (a) group insurance;
- (b) group Hospital, medical service or pre-payment plan;
- (c) labor-management trustee, union welfare, employer organization or employee benefit organization plan;
- (d) governmental programs or coverage required or provided by any statute; or
- (e) Workers' Compensation or similar law.

CLAIMS PROVISIONS

Notice of Claim: The person who has the right to claim benefits (the claimant, beneficiary or his or her representative) must give us written notice of a claim within 30 days after a covered loss begins. If notice cannot be given within that time, it must be given as soon as reasonably possible. The notice should include the Insured Person's name and the Policy Number. Notice should be given to our agent or sent to us at our home office.

Claim Forms: When we receive the notice of claim, we will send forms to the claimant for giving us proof of loss. The forms will be sent within 15 days after we receive the notice of claim. If the forms are not received, the claimant will satisfy the proof of loss requirement if a written notice of the occurrence, character and extent of the loss is sent to us.

Proof of Loss: Proof of loss must be sent to us within 90 days after the date of the loss. If the claimant is not able to send proof within that time it may be sent as soon as reasonably possible without affecting the claim. The additional time allowed cannot exceed one year unless the claimant is legally incapacitated.

Time of Payment of Claims: We will pay any benefit due immediately after we receive proof of loss.

Payment of Claims: We will pay any benefit due for loss of life:

- (a) according to the written beneficiary designation on file with the Policyholder; otherwise
- (b) to the survivors in equal shares, in the first of the following classes to have a survivor at the Insured Person's death:
 - (1) spouse;
 - (2) children;
 - (3) parents;
 - (4) brothers and sisters.

If there is no survivor in these classes, payment will be made to the Insured Person's estate. All other benefits due and not assigned will be paid to the Insured Person, if living. Otherwise, the benefits will be paid according to the preceding language.

If a benefit due is payable to:

- (a) the Insured Person's estate; or
- (b) the Insured Person or a beneficiary who is either a minor or not competent to give a valid release for the payment,

we may pay up to \$1,000 of the benefit due to some other person whom we believe is entitled to the payment, and who is related to the Insured Person or the beneficiary by blood or marriage. We will be relieved of further responsibility to the extent of any payment made in good faith. We may pay benefits directly to any Hospital or person rendering covered services, unless the Insured Person requests otherwise in writing. The Insured Person must make the request no later than the time he or she files a proof of loss.

Appealing Denial of Claims: If a claim for benefits is wholly or partially denied, notice of the decision shall be furnished to the Insured Person. This written decision will:

- (a) give the specific reason or reasons for denial;
- (b) make specific reference to policy provisions on which the denial is based;
- (c) provide a description of any additional information necessary to prepare the claim and an explanation of why it is necessary; and
- (d) provide an explanation of the review procedure.

On any denied claim, an Insured Person or his representative may appeal to us for a full and fair review. The claimant may:

- (a) request a review upon written request within 60 days of receipt of claim denial;
- (b) review pertinent documents; and
- (c) submit issues and comments in writing.

We will make a decision no more than 60 days after receipt of the request for review, except in special circumstances (such as the need to hold a hearing), but in no case more than 120 days after we receive the request for review. The written decision will include specific reasons for the decision on which the decision is based.

Physical Examinations and Autopsy: We reserve the right to have a claimant examined and to have an autopsy performed, if not forbidden by law. Any such examinations will be as reasonably required by us and at our expense.

Legal Actions: Legal Action cannot be taken against us:

- (a) before 60 days following the date proof of loss is sent to us; or
- (b) after 3 years following the date proof of loss is due.

Naming a Beneficiary: An Insured Person may name a beneficiary or change a named beneficiary by giving a written request to us. The Insured Person's request takes effect on the date it is executed, regardless of whether the Insured Person is living when we receive it. We will be relieved of further responsibility to the extent of any payment we made in good faith before we received such request.

Assignment: This insurance may not be assigned. Benefit payments may be assigned as allowed in the Payment of Claims provision.

Workers' Compensation Coverage: The Policy does not replace Workers' Compensation or affect any requirement for Workers' Compensation coverage.

NOTICE REQUIREMENT

IF YOU HAVE A COMPLAINT, AND CONTACTS BETWEEN YOU AND THE INSURER OR AN AGENT OR OTHER REPRESENTATIVE OF THE INSURER HAVE FAILED TO PRODUCE A SATISFACTORY SOLUTION TO THE PROBLEM, THEN YOU MAY CONTACT:

**STATE OF CALIFORNIA INSURANCE DEPARTMENT
CONSUMER SERVICES UNIT
3450 WILSHIRE BOULEVARD
LOS ANGELES, CA 90010**

1-800-927-HELP

This notice is for information only and does not become a condition of the Policy and/or certificate.

**NOTICE OF PROTECTION PROVIDED BY
CALIFORNIA LIFE AND HEALTH INSURANCE GUARANTEE ASSOCIATION**

This notice provides a brief summary regarding the protections provided to policyholders by the California Life and Health Insurance Guarantee Association (“the Association”). The purpose of the Association is to assure that policyholders will be protected, within certain limits, in the unlikely event that a member insurer of the Association becomes financially unable to meet its obligations. Insurance companies licensed in California to sell life insurance, health insurance, annuities and structured settlement annuities are members of the Association. The protection provided by the Association is not unlimited and is not a substitute for consumers’ care in selecting insurers. This protection was created under California law, which determines who and what is covered and the amounts of coverage.

Below is a brief summary of the coverages, exclusions and limits provided by the Association. This summary does not cover all provisions of the law; nor does it in any way change anyone's rights or obligations or the rights or obligations of the Association.

COVERAGE

Persons Covered

Generally, an individual is covered by the Association if the insurer was a member of the Association *and* the individual lives in California at the time the insurer is determined by a court to be insolvent. Coverage is also provided to policy beneficiaries, payees or assignees, whether or not they live in California.

Amounts of Coverage

The basic coverage protections provided by the Association are as follows.

▪ **Life Insurance, Annuities and Structured Settlement Annuities**

For life insurance policies, annuities and structured settlement annuities, the Association will provide the following:

- Life Insurance
80% of death benefits but not to exceed \$300,000
80% of cash surrender or withdrawal values but not to exceed \$100,000
- Annuities and Structured Settlement Annuities
80% of the present value of annuity benefits, including net cash withdrawal and net cash surrender values but not to exceed \$250,000

The maximum amount of protection provided by the Association to an individual, for *all* life insurance, annuities and structured settlement annuities is \$300,000, regardless of the number of policies or contracts covering the individual.

▪ **Health Insurance**

The maximum amount of protection provided by the Association to an individual, as of July 1, 2016, is \$546,741. This amount will increase or decrease based upon changes in the health care cost component of the consumer price index to the date on which an insurer becomes an insolvent insurer. Changes to this amount will be posted on the Association’s website www.califega.org.

(please turn to next page)

COVERAGE LIMITATIONS AND EXCLUSIONS FROM COVERAGE

The Association may not provide coverage for this policy. Coverage by the Association generally requires residency in California. You should not rely on coverage by the Association in selecting an insurance company or in selecting an insurance policy.

The following policies and persons are among those that are excluded from Association coverage:

- A policy or contract issued by an insurer that was not authorized to do business in California when it issued the policy or contract
- A policy issued by a health care service plan (HMO), a hospital or medical service organization, a charitable organization, a fraternal benefit society, a mandatory state pooling plan, a mutual assessment company, an insurance exchange, or a grants and annuities society
- If the person is provided coverage by the guaranty association of another state
- Unallocated annuity contracts; that is, contracts which are not issued to and owned by an individual and which do not guaranty annuity benefits to an individual
- Employer and association plans, to the extent they are self-funded or uninsured
- A policy or contract providing any health care benefits under Medicare Part C or Part D
- An annuity issued by an organization that is only licensed to issue charitable gift annuities
- Any policy or portion of a policy which is not guaranteed by the insurer or for which the individual has assumed the risk, such as certain investment elements of a variable life insurance policy or a variable annuity contract
- Any policy of reinsurance unless an assumption certificate was issued
- Interest rate yields (including implied yields) that exceed limits that are specified in Insurance Code Section 1607.02(b)(2)(C).

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NOTICES

Insurance companies or their agents are required by law to give or send you this notice. Policyholders with additional questions should first contact their insurer or agent. To learn more about coverages provided by the Association, please visit the Association's website at www.califega.org, or contact either of the following:

California Life and Health Insurance
Guarantee Association
P.O. Box 16860
Beverly Hills, CA 90209-3319
(323) 782-0182

California Department of Insurance
Consumer Communications Bureau
300 South Spring Street
Los Angeles, CA 90013
(800) 927-4357

Insurance companies and agents are not allowed by California law to use the existence of the Association or its coverage to solicit, induce or encourage you to purchase any form of insurance. When selecting an insurance company, you should not rely on Association coverage. If there is any inconsistency between this notice and California law, then California law will control.