

ACE American Insurance Company (A Stock Company) Philadelphia, PA (Herein called We, Us, Our)

Council Name: Sam Houston Area **Effective Date:** 01/01/2023 **Premium Amount Date Paid:**

Council #: [576] Expiration Date: 12/31/2023 **Premium Paid: Balance Due**

Policy Number PTP N00327402

Description of Coverage

Eligibility: All persons officially registered with the Boy Scouts of America (BSA), according to the following classifications:

- Class 1*: All Youth; Learning for Life Explorer; Venturing Crew; Seasonal Volunteer Non-Paid Staff; and Non-Scouts, and Non-Scouters, but only while attending scheduled activities for the purpose of becoming registered Leaders and Scouts.
- Class 2*: All Adult Volunteer Leaders, including Den Aides and Chiefs who are 21 years of age or older (18 years of age or older if an Assistant Scoutmaster, Assistant Den Leader, Assistant Cub Master, or Assistance Webelo Den Leader).
- Class 3*: All Learning for Life School based program participants.
- Class 4*: Guest** of the Policyholder.

Classes 2, 3 and 4 are eligible for coverage if coverage is elected in the Application.

*Does not include coverage for youth and adult members of units sponsored by the Church of Latter Day Saints.

**Guests means parents, grandparents and siblings of registered members of the Boy Scouts of America who are participating in BSA Council sponsored family events.

A person may be insured only under one Class of Eligible Persons even though he or she may be eligible under more than one class.

Period of Coverage: You will be insured on the Effective Date shown above, provided the premium payment is received by the administrator, Health Special Risk, Inc. Your coverage will end on the earlier of: 1) the Termination Date shown above; or 2) the period ends for which premium is paid.

Definitions: "Covered Accident" means an accident that occurs while Your coverage is in force and results directly and independently of all other causes in a loss or Injury covered by the Policy for which benefits are payable. "Covered Expenses" means expenses You actually incurred by You for treatment, services and supplies covered by the Policy. Coverage under this Policy must remain continuously in force from the date of the Covered Accident until the date treatment, services or supplies are received for them to be a Covered Expense. A Covered Expense is deemed to be incurred on the date such treatment, service or supply, that gave rise to the expense or the charge, was rendered or obtained. **"Injury"** means accidental bodily harm You sustained that results directly and independently from all other causes from a Covered Accident. The Injury must be caused solely through external, violent and accidental independently from all other causes from a Covered Accident. The Injury must be caused solely through external, violent and accidental means. All injuries sustained by one person in any one Covered Accident, including all related conditions and recurrent symptoms of these injuries, are considered a single Injury. "**Medically Necessary**" means a treatment, service, or supply that is: 1) required to treat an Injury; 2) prescribed or ordered by a Doctor or furnished by a Hospital; 3) performed in the least costly setting required by Your condition; and 4) consistent with the medical and surgical practices prevailing in the area for treatment of the condition at the time rendered. Purchasing or renting 1) air conditioners; 2) air purifiers; 3) motorized transportation equipment; 4) escalators or elevators in private homes; 5) eye glass frames or lenses; 6) hearing aids; 7) swimming pools or supplies for them; and 8) general exercise equipment are not Medically Necessary. A service or supply may not be Medically Necessary if a less intensive or more appropriate diagnostic or treatment alternative could have been used. We may consider the cost of the alternative to be the Covered Expense. "Sickness" means Your illness disease or condition that causes a loss for which a You incur medical expenses while covered under this Policy. All related Your illness, disease or condition that causes a loss for which a You incur medical expenses while covered under this Policy. All related conditions and recurrent symptoms of the same or similar condition will be considered one Sickness. **"Usual and Customary Charge"** means the average amount charged by most providers for treatment, service or supplies in the geographic area where the treatment, service or supply is provided.

Covered Activities:* The Insured will be covered while: 1) participating in an official Scouting or Learning for Life activity. Seasonal camp staff persons are also covered during their off-duty hours; and 2) traveling to and from an official Scouting or Learning for Life activity. The Covered Accident or Sickness must take place: 1) on the premises of the Policyholder during normal hours of operation; or 2) on the premises of the Policyholder during other periods if attending or participating in a Covered Activity; or 3) away from the premises of the Policyholder while attending or participating in a Covered Activity at its scheduled site. The Covered Activity includes travel without deviation or interruption between home and the site of the Covered Activity. Travel time includes the time: 1) to or from home and the premises of the Covered Activity; 2) before the appointed time; and 3) after the Covered Activity is completed.

*This Policy does not provide benefits for attendance or participation in any events held at any of the following Boy Scouts of America High Adventure Bases:

- Florida National High Adventure Sea Base, Isla Morada, FL
- Northern Tier National High Adventure Program, Ely, MN •
- Philmont Scout Ranch, Cimarron, NM
- The Paul R Christen National High Adventure Base at the Summit Bechtel Reserve, Mount Hope, WV •

Accidental Death and Dismemberment Benefit: If an Insured's Injury results in any of the following losses within the Time Period for Accident shown below, We will pay the sum shown opposite the loss. We will not pay more than the Principal Sum for all losses due to the same accident.

Principal Sum: \$10.000 Time Period for Accident for: Heart Failure

Quadriplegia, Paraplegia, Hemiplegia All Other Covered Losses

90 Davs 60 Days and continuing for one year 365 Days

(Council Plan)

Schedule of Covered Losses

Benefit Amount

Quadriplegia Two or more Members	
Two or more Members	
Life	
Heart Failure	
Loss of Speech and Loss of Hearing	100% of the Principal Sum
Hemiplegia	100% of the Principal Sum
Hemiplegia Paraplegia	
One Member	
Loss of Speech or Loss of Hearing	
Loss of Speech or Loss of Hearing Thumb and Index Finger of the Same Hand	
Loss of Hearing in One Ear	25% of the Principal Sum

Covered Loss

"Heart Failure" means death because the heart ceases to beat due to failure of the heart to maintain adequate circulation of blood provoked by participation in a Covered Activity.

"Quadraplegia" means total Paralysis of both upper and lower limbs. "Hemiplegia" means total Paralysis of the upper and lower limbs on one side of the body. "Paraplegia" means total Paralysis of both lower limbs or both upper limbs. "Paralysis" means total loss of use. A Doctor must determine the loss of use to be complete and not reversible at the time the claim is submitted.

"Member" means Loss of Hand or Foot, Loss of Sight, Loss of Speech and Loss of Hearing. "Loss of Hand or Foot" means complete Severance through or above the wrist or ankle joint. "Loss of Sight" means the total, permanent Loss of Sight of one eye. "Loss of Speech" means total and permanent loss of audible communication that is irrecoverable by natural, surgical or artificial means. "Loss of Hearing" means total and permanent Loss of Hearing in both ears that is irrecoverable and cannot be corrected by any means. "Loss of Hearing" means total and permanent Loss of Hearing in one ear that is irrecoverable and cannot be corrected by any means. "Loss of a Thumb and Index Finger of the Same Hand" means complete Severance through or above the metacarpophalangeal joints of the same hand (the joints between the fingers and the hand). "Severance" means the complete separation and dismemberment of the part from the body.

<u>Medical Expense Benefit</u>: If the Insured requires medical or surgical treatment during the Period of Coverage, We will pay 100% of the Usual and Customary Charges incurred for Covered Expenses listed below, up to a maximum of \$15,000 per covered Accident and \$7,500 per covered Sickness. The first expenses must be incurred within 60 days after the date of the covered Accident or covered Sickness. Benefits are subject to a maximum benefit period of 52 weeks after the date of the covered Accident or first treatment of a covered Sickness.

We will pay benefits for the following Covered Expenses: 1) daily hospital room and board payable at the semi-private room rate; 2) ancillary hospital expenses; 3) inpatient registered nurse services; 4) medical emergency care for room & supplies; 5) outpatient surgical room and supplies; 6) Doctor's non-surgical expenses; 7) doctor's surgical expenses; 8) assistant surgeon; 9) anesthesiologist expenses; 10) outpatient laboratory tests; 11) physiotherapy; 12) outpatient x-ray; 13) diagnostic imaging; 14) outpatient registered nurse services; 15) rehabilitative braces and appliances; 16) prescription drugs; and 17) medical services and supplies.

Dental Expense Benefit (Injury Only): We will pay 100% of the Usual and Customary Charges incurred for dental services rendered to an Insured, including dental x-rays for the repair, treatment and/or replacement of each injured tooth that is whole, sound and a natural tooth at the time of the Accident, up to a maximum of \$5,000. If, within the 52-week Benefit Period, your attending dentist certifies that dental treatment and/or replacement must be deferred beyond the Benefit Period, We will pay the estimated cost for Covered Expenses incurred for such treatment. We will pay this Benefit in addition to any other Benefit payable under the Policy.

<u>Ambulance Expense Benefit</u>: We will pay 100% of the Usual and Customary Charges incurred for ground transportation from the emergency site to the hospital (includes air ambulance when, in the judgment of a duly authorized medical authority or senior representative of the camp or activity, such service is required to facilitate treatment of Injuries and no other ambulance service is available). The maximum amount payable is \$6,000 per covered Accident or Sickness. Benefits are subject to a maximum benefit period of 52 weeks after the date of the covered Accident or first treatment of a covered Sickness. We will pay this Benefit in addition to any other Benefit payable under the Policy.

<u>Crisis Management Benefit</u>: We will pay \$100 per counseling session for up to 5 sessions, if you suffer a Covered Loss as the result of a Felonious Assault or from another person's use of a gun or a knife to commit an act of violence if the accident occurs while engaged in a covered activity.

"Felonious Assault" means an act of physical violence against you by someone other than your Immediate Family member.

Post Traumatic Stress Disorder Benefit: We will pay \$100 per counseling session for up to 5 sessions, if you suffer Post Traumatic Stress Disorder (PTSD) resulting directly and independently of all other causes from a Covered Accident.

"Post Traumatic Stress Disorder" (PTSD) means a delayed or protracted response to a stressful event or situation of an exceptionally threatening or catastrophic nature, that is likely to cause pervasive distress in anyone. Your PTSD must be diagnosed by a licensed health care provider (other than you or a member of your Immediate Family or household) acting within the scope of his or her license and rendering care or treatment to you that is appropriate for the conditions and locality.

<u>Return Transportation Expense Benefit</u>: We will pay 100% of the Usual and Customary Charges incurred for transportation expenses if, as a result of a covered Accident or Sickness, the Insured's Doctor requires him or her to return home from a Covered Activity. The maximum amount payable is \$1,500 per covered Accident or Sickness. This benefit includes the cost of one person to accompany the Insured on the trip. If the Insured is deceased, We will pay expenses incurred for an immediate family member to accompany the body. Benefits will not be payable unless We authorize in writing or by an authorized electronic or telephonic means all expenses, in advance.

Specified Injury Expense Benefit: We will pay 100% of the Usual and Customary Charges incurred for the treatment of a) loss of sight in both eyes; b) Dismemberment of any extremity; c) Paralysis; d) irreversible coma; e) entire loss of speech; or f) loss of hearing in both ears, up to a maximum of \$35,000.

"Dismemberment of any extremity" means complete Severance of hand, foot, arm or, leg. "Severance" means the complete separation and dismemberment of the part from the body. "Paralysis" means total loss of use of: a) both upper and lower limbs; upper and lower limbs on one side of the body; one lower limb or one upper limb; or both lower limbs or both upper limbs. "Irreversible Coma" means: a) a state of unconsciousness in which there is a cessation of activity in the central nervous system as demonstrated by an electroencephalogram (using criteria established by the American Electroencephalography Society), and b) a diagnosis of brain death by the attending Doctor.

Full Excess Benefit Provision: We pay Covered Expenses; 1) after the Insured satisfies any Deductible; and 2) only when they are in excess of amounts paid by any other Health Care Plan. We pay benefits without regard to any Coordination of Benefits provisions in any Health Care Plan.

Exclusions and Limitations: We will not pay benefits for any loss or Injury that is caused by, or results from: 1) intentionally self-inflicted Injury; 2) suicide or attempted suicide; or 3) war or any act of war, whether declared or not.

In addition to the exclusions above, We will not pay Accident Medical Expense Benefits for any loss, treatment or services resulting from or contributed to by: 1) Treatment by persons employed or retained by a Policyholder, or by any Immediate Family or member of the Insured's household; 2) Eyeglasses, contact lenses, hearing aids, examinations or prescriptions for them, or repair or replacement thereof; 3) Dental treatment or dental X-rays, except when required as the result of Injuries to sound, natural teeth; or 4) Injury paid or payable by Workers' Compensation, Employer's Liability Laws or similar occupational benefits.

We will not pay Sickness Medical Expense Benefits for any loss, treatment, services or supplies resulting from, or contributed to by: 1) Immunizations, services and supplies related to immunizations; 2)Acupuncture, allergy, including allergy testing and alopecia; 3) Nonmalignant warts, moles, lesions and acne; 4) Care of corns and bunions; 5) Sickness for which benefits are paid or payable under any Workers' Compensation or Occupational Disease Law or Act, or similar legislation; 6) Submucous resection and/or other surgical correction for deviated nasal septum, other than for required treatment of acute purulent sinusitis; 7) Eyeglasses, contact lenses, hearing aids, or prescriptions or examinations therefore. Radial Keratotomy/Lasik surgery is not covered; 8) Voluntary or elective abortion; 9) Congenital birth defects; 10) Elective treatment or elective surgery; 11) Routine physical examinations and dental care.

This insurance does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit us from providing insurance, including, but not limited to, the payment of claims.

To file a Claim, please call: Health Special Risk, Inc. 1-866-726-8870 HSR Plaza II, 4100 Medical Parkway, Suite #200, Carrollton, TX 75007-1520

Health Special Risk, Inc. will provide you with instructions on how to file your claim. The Insured must notify Health Special Risk within 90 days of an Accident or loss. If notice cannot be given within that time, it must be given as soon as reasonably possible. This notice should identify the Insured and the Policy Number.

This Description of Coverage is a brief description of the important features of the insurance plan. It is not a contract of insurance. The terms and conditions of coverage are set forth in Policy Number PTP N00327402, issued to the Boy Scouts of America. The policy is subject to the laws of the state in which it is issued. Please keep this information as a reference.

IMPORTANT NOTICE

Insurance policies providing certain health insurance coverage issued or renewed on or after September 23, 2010 are required to comply with all applicable requirements of the Patient Protection and Affordable Care Act ("PPACA"). However, there are a number of insurance coverages that are specifically exempt from the requirements of PPACA (See §2791 of the Public Health Services Act). ACE maintains this insurance provides coverage that qualifies as an exempt product and is therefore, not subject to PPACA.

ACE continues to monitor federal and state laws and regulations to determine any impact on its products. In the event these laws and regulations change, your plan and rates will be modified accordingly.

Please understand that this is not intended as legal advice. For legal advice on PPACA, please consult with your own legal counsel or tax advisor directly.