EXCLUSIONS

This Policy does not cover any loss resulting in whole or part from, or contributed to by, or as a natural or probable consequence of any of the following even if the immediate cause of the loss is an accidental bodily injury, unless otherwise covered under this policy by Additional Benefits:

1. Suicide, self-destruction, attempted self-destruction or intentional self-inflicted injury, while sane or insane.
2. War or any act of war, declared or undeclared, shall not exclude acts of terrorism.
3. Service or Active Duty in the armed forces, National Guard, military, naval or air service or organized reserve corps of any country or international organization.
4. Sickness, disease or any bacterial infection, except one that results from an accidental cut or wound or pyogenic infections that result from accidental ingestion of contaminated substances.
5. Disease or disorder of the body or mind.
6. Violation or in violation or attempt to violate any duly-enacted law or regulation, or commission or attempt to commit an assault or felony, or that occurs while engaged in an illegal occupation.
7. Covered Expenses for which the Covered Person would not be responsible in the absence of this Policy.
8. Injuries paid under Workers’ Compensation, Employer’s liability laws, or similar occupational benefits or while engaging in activity for monetary gain from sources other than the Policyholder.
9. Participation in any motorized race or speed contest.
10. Services or treatment rendered by a Physician, Nurse, or any other person who is employed or retained by the policyholder; or an Immediate Family member of the Covered Person.
11. Damage to or loss of dentures or bridges or damage to existing orthodontic equipment, except as specifically provided in this Policy.
12. Loss resulting from participation in any activity not specifically covered by this Policy.
13. Eyeglasses, contact lenses, hearing aids.
14. Travel or flight in or on any vehicle for aerial navigation, including boarding or alighting from:
   a. While riding as a passenger in any aircraft not intended or licensed for the transportation of passenger; or
   b. While being used for any test or experimental purpose; or
   c. While piloting, operating, learning to operate, or serving as a member of the crew thereof.

CLAIMS PROCEDURE

Always keep a copy of all documents submitted for claims. Written Proof of loss and itemized bill(s) must be furnished with your claim within 180 days after the date of the loss. Failure to do so may result in denial of benefits. Claims must be filed either via e-mail, fax, or mail. Contact Sarah at BMI Benefits at (800)445-3126 or Sarah@bobmccloskey.com for a claim form. In the event of an accident, the Covered Person should:

1. If at college, report immediately to the Student Health Services so that proper treatment can be prescribed or approved.
2. If away from College, consult a Doctor and follow the Doctor’s advice. Notify Student Health Services within thirty (30) days after the date of the Covered Accident or as soon thereafter as it is reasonably possible.
3. Staple all your itemized medical and hospital bills to the claim form and mail to:

   BMI Benefits
   P.O. Box 511
   Matawan, NJ 07747

   Toll free: (800) 445-3126
   Fax: (732) 583-9610

This information is a brief description of the important benefits and features of the Mandatory Accident Medical Insurance underwritten by Berkley Life and Health Insurance Company. It is not a contract. Full terms and conditions of coverage, including effective dates of coverage, benefits, limitations, and exclusions, are set forth on the policy forms. Any policy Berkley Life and Health offers to issue will be subject to the laws of the jurisdiction in which it is issued.

2014-2015

Designed for the students of MIDDLEBURY COLLEGE

Policy #: CSA L40400736 001
Fully Insured and Underwritten by Berkley Life and Health Insurance Company
2445 Kuser Road, Suite 201
Hamilton Square, NJ 08690

BAH-AD-2014 0127
MANDATORY STUDENT ACCIDENT INSURANCE PLAN

Middlebury College is pleased to provide a student accident insurance plan for the 2014-2015 year.

All Undergraduate students enrolled in on-campus classes are automatically covered for Basic Accident Benefits and Accidental Death Benefits, as described in this brochure. The annual cost of these benefits is mandatory and included in the tuition billing statement.

The plan provides coverage for all College-sponsored and/or supervised activities of the Policyholder. The effective date of coverage for all enrolled students is August 15, 2014 to August 15, 2015.

DEFINITIONS

The male pronoun includes the female whenever used.

For the purposes of this Policy, the capitalized terms used herein are defined as follows:

**Accident** means a sudden, unexpected event that results in Injury to the Covered Person.

**Benefit Period** means the period of time, as stated on the Schedule of Benefits, between the date of the Accident causing the Injury for which benefits are payable and the date after which no further benefits will be paid.

**Covered Accident** means an Accident that occurs while coverage is in force for a Covered Person and results in a Covered Loss for which benefits are payable.

**Covered Loss and Covered Losses** means an accidental death, dismemberment, or other Injury covered under this Policy and indicated on the Schedule of Covered Losses.

**Covered Person** means an eligible person who is within the covered class(es) listed in the Policy, who is a U.S. citizen residing in the United States, or if not a U.S. citizen, resides permanently in the United States, and for whom the required premium is paid when due.

**Deductible** means the dollar amount of Covered Expenses that must be incurred by the Covered Person as an out-of-pocket expense for each Accident, before Accident Medical Expense Benefits and/or other Additional Benefits paid on an expense incurred basis are payable under this Policy. Only one Deductible will apply to the Covered Person and his or her Dependents if Injured in the same Covered Accident.

**Injury** means bodily Injury caused by the direct result of an Accident occurring while the Policy is in force as to the person whose Injury is the basis of the claim which results, directly and independently of all other causes, in a Covered Loss.

**Medically Necessary** means a treatment, service or supply that is:
1. required to treat an Injury;
2. prescribed or ordered by a Physician or furnished by a Hospital;
3. performed in the least costly setting required by the condition;
4. consistent with the medical and surgical practices prevailing in the area for treatment of the condition at the time rendered.

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, at Our discretion, consider the cost of the alternative to be the Covered Expense.

**Usual and Customary Charges** 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.

**DESCRIPTION OF BENEFITS**

**Hazards Insured Against**

Class 1: Registered Students of the Policyholder

We will pay the benefits described for Accidents, which happen to a covered person while covered by the policy.

**Accident Medical & Dental Expense Benefits**

Benefits are payable for injuries which result directly and independently of all other causes, from a Covered Accident, while coverage is in effect, up to the plan maximum. Eligible medical expenses must be incurred within one year of the date of the accident; with the first eligible expense incurred 180 days of the accident. Covered Expenses are subject to Reasonable and Customary Charges.

**Schedule of Benefits**

**Benefit Maximum for all Accidents**

<table>
<thead>
<tr>
<th>Benefit</th>
<th>Maximum</th>
</tr>
</thead>
<tbody>
<tr>
<td>Medical</td>
<td>$5,000</td>
</tr>
<tr>
<td>Deductible</td>
<td>$0</td>
</tr>
<tr>
<td>Loss Period</td>
<td>180 days</td>
</tr>
<tr>
<td>Benefit Period</td>
<td>52 weeks</td>
</tr>
<tr>
<td>Benefit Percentage</td>
<td>100%</td>
</tr>
<tr>
<td>Terms of Payment</td>
<td>Full Excess</td>
</tr>
<tr>
<td>Dental Benefit</td>
<td>100% of Accident Medical Benefit</td>
</tr>
</tbody>
</table>

**Accidental Death and Dismemberment Benefits**

<table>
<thead>
<tr>
<th>Benefit</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Class 1 Principal Sum</td>
<td>$10,000</td>
</tr>
<tr>
<td>Time Period for Loss</td>
<td>365 days</td>
</tr>
</tbody>
</table>

**Aggregate Limit of Liability**

<table>
<thead>
<tr>
<th>Benefit</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Benefit Maximum</td>
<td>$500,000</td>
</tr>
</tbody>
</table>

 Applies to Accidental Death & Dismemberment Benefits only

**Schedule of Covered Losses**

<table>
<thead>
<tr>
<th>Loss of</th>
<th>Benefit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Life</td>
<td>100%</td>
</tr>
<tr>
<td>Two or More Members</td>
<td>100%</td>
</tr>
<tr>
<td>One Member</td>
<td>50%</td>
</tr>
<tr>
<td>Thumb and Index Finger of the Same Hand</td>
<td>25%</td>
</tr>
<tr>
<td>Four fingers of the Same Hand</td>
<td>25%</td>
</tr>
</tbody>
</table>

(Percentage of Principal Sum)

**Accident Medical Expense Benefits**

Some Covered Medical Expenses, from a Covered Accident, include:

1. Hospital room and board expenses
2. Ancillary Hospital expenses: services and supplies including operating room, laboratory tests, anesthesia and medicines (excluding take home drugs) when Hospital Confinced
3. Daily Intensive Care Unit/Cardiac Care Unit Expenses
4. Medical Emergency Care (room and supplies) expenses incurred within 72 hours of a Covered Accident and including the attending Physician’s charges, x-rays, laboratory procedures, use of the emergency room, and supplies
5. Outpatient surgery expenses
6. Outpatient diagnostic x-rays, laboratory procedures, and test expenses
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. Second surgical opinion expenses
9. Physician surgical expenses
10. Anesthesiologist expenses for pre-operative screening and administration of anesthesia during a surgical procedure whether on an inpatient or outpatient basis
11. Outpatient laboratory test expenses
12. Physiotherapy (physical medicine) expenses on an inpatient or outpatient basis limited to one visit per day
13. Diagnostic imaging expenses, including magnetic resonance imaging (MRI) and CAT scans
14. Dental expenses, including dental x-rays for the repair or treatment of each injured tooth that is whole sound and a natural tooth at the time of the Covered Accident
15. Durable medical equipment, rehabilitative braces, or appliances prescribed by a Physician
16. Prescription drug expenses prescribed by a Physician and administered on an outpatient basis