



## Special Risk Blanket Accident Insurance

<p><b>Underwritten by:</b> <b>Federal Insurance Company,</b> a member insurer of the Chubb Group of Insurance Companies 202B Halls Mill Road Whitehouse Station, NJ 08889</p>	<p><b>Policy Administrator:</b> ESIS <a href="mailto:ESISA&amp;H@esis.com">ESISA&amp;H@esis.com</a> Phone number: 844-756-5571</p>
---	--

THIS IS A SUPPLEMENTAL POLICY THAT IS NOT INTENDED TO PROVIDE THE MINIMUM ESSENTIAL COVERAGE REQUIRED BY THE AFFORDABLE CARE ACT (ACA). UNLESS YOU HAVE ANOTHER PLAN (SUCH AS MAJOR MEDICAL COVERAGE) THAT PROVIDES MINIMUM ESSENTIAL COVERAGE IN ACCORDANCE WITH THE ACA, YOU MAY BE SUBJECT TO A FEDERAL TAX PENALTY. ALSO, THE BENEFITS PROVIDED BY THIS POLICY CANNOT BE COORDINATED WITH THE BENEFITS PROVIDED BY OTHER COVERAGE. PLEASE REVIEW THE BENEFITS PROVIDED BY THIS POLICY CAREFULLY TO AVOID A DUPLICATION OF COVERAGE.

### Important Notice - Please Read this Description of Coverage Carefully

As a handy reference guide, please read this document and keep it in a safe place with your other insurance documents. This description of coverage is not a contract of insurance but is a summary of the principal provisions of the insurance while in effect. Complete policy provisions are contained in the Master Policy, 9912-74-59, which can be obtained from the Policy Administrator.

**POLICYHOLDER:** Triple Crown Sports, Inc.

**GROUP POLICY NO.:** 9912-74-59

**CLASS DESCRIPTION:** All members of the Policyholder who are enrolled in the TC Advantage membership program.

**ELIGIBILITY** - This insurance plan is provided to all members of the **Policyholder**, once any required Qualification Period has been met.

**EFFECTIVE DATE OF INSURANCE** - Insurance becomes effective on the latest of 1) the effective date of the policy, 2) the date on which you first meet the eligibility criteria, or 3) the beginning of the period for which required premium is paid.

**DATE INSURANCE ENDS** - Insurance will end at the earliest of: 1) the date the group policy ends, 2) the end of the period for which required premium has been paid for your insurance or; 3) the date on which you cease to meet the eligibility criteria.

**WHEN COVERAGE APPLIES** - Coverage under the policy applies during Covered Activities. Covered Activity means all activities while participating as a member in a sanctioned Triple Crown Sports and/or Triple Crown Series event acting as a member of team, coach, umpire, equipment manager, scorekeeper, trainer or volunteer.

### BENEFITS

**Accidental Death and Dismemberment Benefit:** Provides a benefit if an **Accident** results in a covered **Loss**. The covered **Loss** must occur within one year of the **Accident**. We will pay a percentage of the **Principal Sum** for Form 44-10-0761-CO (Ed. 01/2015)

the following benefits: **Accidental: Loss of Life** 100%; **Loss of Speech and Loss of Hearing** 100%; **Loss of Speech and either Loss of Hand, Foot or Sight of One Eye** 100%; **Loss of Hearing and either Loss of Hand, Foot or Sight of One Eye** 100%; **Loss of both Hands and Feet, Loss of Sight or any combination of any two of Loss of Foot or Loss of Sight of One Eye** 100%; **Loss of Hand, Loss of Foot or Sight of One Eye (any one of each)** 50%; **Loss of Speech or Loss of Hearing** 50%; and **Loss of Thumb and Index Finger of the same hand** 25%. If you have multiple **Losses** as the result of one **Accident** then **We** will pay only the single largest benefit amount applicable to the **Losses** suffered.

**AGGREGATE LIMIT OF INSURANCE:** If more than one (1) **Insured Person** suffers a **Loss** in the same **Accident**, then we will not pay more than \$25,000. If an **Accident** results in **Benefit Amounts** becoming payable, which when totaled, exceed \$25,000 then the Aggregate Limit of Insurance will be divided proportionally among all **Insured Persons**, based on each applicable **Benefit Amount**.

#### **ADDITIONAL BENEFITS: Accident Medical Expense**

**We** will reimburse up to \$2,500 for **Accident Medical Expenses** if **Accidental Bodily Injury** causes an **Insured Person** to first incur **Medical Expenses** for care and treatment of the **Accidental Bodily Injury** within 30 days after an **Accident**. The **Benefit Amount** for **Accident Medical Expense** is payable only for **Medical Expenses** incurred within 52 weeks after the date of the **Accident** causing the **Accidental Bodily Injury**. The **Benefit Amount** is subject to the Coinsurance Percentage and Maximum **Benefit Amount** as shown in Section IV-C of the Schedule of Benefits. The **Benefit Amount** for **Accident Medical Expense** is payable in addition to any other applicable **Benefit Amounts** under this policy.

#### Excess Provision

The Maximum **Benefit Amount** for **Accident Medical Expense** is payable on an excess basis. **We** will determine the **Reasonable and Customary Charge** for the covered **Medical Expense**. **We** will then reduce that amount by amounts already paid or payable by any **Other Plan**. **We** will pay the resulting amount at the Coinsurance Percentage. In no event will **We** pay more than the Maximum **Benefit Amount** for **Accident Medical Expenses**, shown in Section IV-C of the Schedule of Benefits.

#### *Limitation on Accident Medical Expense*

The **Benefit Amount** for **Accident Medical Expense** does not apply to charges and services:

- 1) for which an **Insured Person** has no obligation to pay;
- 2) for any injury where worker's compensation benefits or occupational injury benefits are payable;
- 3) for any injury occurring while fighting, except in self-defense;
- 4) for treatment that is educational, experimental or investigational in nature or that does not constitute accepted medical practice;
- 5) for treatment by a person employed or retained by the **Policyholder**;
- 6) for treatment involving conditions caused by **Repetitive Motion Injuries** or cumulative trauma and not as the result of an **Accidental Bodily Injury**;
- 7) personal comfort or convenience items, such as but not limited to, hospital telephone charges, television rental, internet access, barber services or guest meals while confined in a **Hospital**;
- 8) routine physical exams that are not the result of an **Accidental Bodily Injury**.

This insurance applies only to **Medically Necessary** charges and services.

**DEFINITIONS: Accident or Accidental** Accident or Accidental means a sudden, unforeseen, and unexpected event which: 1) happens by chance; 2) arises from a source external to an Insured Person; 3) is independent of illness, disease or other bodily malfunction or medical or surgical treatment thereof; 4) occurs while the Insured Person is insured under this policy which is in force; and 5) is the direct cause of loss. **Accidental Bodily Injury** Accidental Bodily Injury means bodily injury, which: 1) is Accidental; 2) is the direct cause of a loss; and 3) occurs while an Insured Person is insured under this policy, which is in force. Accidental Bodily Injury does not mean a Repetitive Motion Injury. **Benefit Amount** Benefit Amount means the amount stated in the Schedule of Benefits for this policy, which applies: 1) at the time of an Accident; 2) to an Insured Person; and 3) for the applicable Hazard. **Class** Class

means the categories of Insured Persons described in Section I of the Schedule of Benefits. **Company** Company means Federal Insurance Company. **Conveyance** Conveyance means any motorized craft, vehicle or mode of transportation licensed or registered by a governmental authority with competent jurisdiction. **Covered Activity** Covered Activity means those activities set forth in the Covered Activities Hazard, and for which an Insured Person is insured under this policy. **Dependent** Dependent means a Dependent Child or Spouse of a Primary Insured Person. **Dependent Child** Dependent Child means a Primary Insured Person's unmarried child from the moment of birth, including a natural child, grandchild, stepchild or adopted child from the date of placement with a Primary Insured Person. The Dependent Child must be primarily dependent upon such Primary Insured Person for maintenance and support, and must be: 1) under the age of nineteen (19); 2) under the age of twenty-five (25) if enrolled as a full-time student at an Institution of Higher Learning; or 3) classified as an Incapacitated Dependent Child. **Hazard** Hazard means the circumstances for which this insurance is provided as stated in Section III of the Schedule of Benefits and described in the Hazard Section of this policy. **Hospital** Hospital means a public or private institution which: 1) is licensed in accordance with the laws of the jurisdiction where it is located; 2) is accredited by The Joint Commission (not applicable to Hospitals located outside the United States); 3) operates for the reception, care and treatment of sick, ailing or injured persons as in-patients; 4) provides organized facilities for diagnosis and medical or surgical treatment; 5) provides twenty-four (24) hour nursing care; 6) has a Physician or staff of Physicians; and 7) is not primarily a day clinic, rest or convalescent home, assisted living facility or similar establishment and is not, other than incidentally, a place for the treatment of alcoholics or drug addicts. **Immediate Family Member** Immediate Family Member means an individual with any of the following relationships to the Insured Person: Spouse, and parents thereof; sons and daughters, including adopted children and stepchildren, and spouses thereof; parents, including stepparents, and spouses thereof; brothers and sisters, and spouses thereof; grandparents and grandchildren, and spouses thereof; aunts or uncles, and spouses thereof; nieces or nephews, and spouses thereof. Immediate Family Member also includes legal guardians or wards. **Incapacitated Dependent Child** Incapacitated Dependent Child means a child who, as a result of being mentally or physically challenged, is permanently incapable of self-support and permanently dependent on a Primary Insured Person for support and maintenance. The incapacity must have occurred while the child was: 1) under the age of nineteen (19); or 2) under the age of twenty-five (25) if enrolled as a full-time student at an Institution of Higher Learning. **Institution of Higher Learning** Institution of Higher Learning means any accredited public or private college, university, professional trade or vocational school beyond the twelfth (12th) grade. **Insured Person** Insured Person means a person, qualifying as a Class member under Section I of the Schedule of Benefits: 1) for whom insurance is elected, 2) and on whose behalf premium is paid. **Leased Aircraft** Leased Aircraft means an aircraft not owned by the Policyholder, which is subject to a written lease agreement between the Policyholder and the lessor. The Policyholder uses the aircraft as it wishes for the term of the written lease agreement. The Policyholder cannot alter or sell the aircraft without the consent of the lessor. Leased Aircraft does not include aircraft which are chartered for single trips. **Loss** Loss means Accidental: Loss of Foot Loss of Hand Loss of Hearing Loss of Life Loss of Sight Loss of Sight of One Eye Loss of Speech Loss of Thumb and Index Finger. Loss must occur within one (1) year after the Accident. **Loss of Foot** Loss of Foot means the complete severance of a foot through or above the ankle joint. We will consider such severance a Loss of Foot even if the foot is later reattached. If the reattachment fails and amputation becomes necessary, then We will not pay an additional Benefit Amount for such amputation. **Loss of Hand** Loss of Hand means complete severance, as determined by a Physician, of at least four (4) fingers at or above the metacarpal phalangeal joint, proximal to the torso, on the same hand or at least three (3) fingers and the thumb on the same hand. We will consider such severance a Loss of Hand even if the hand, fingers or thumb are later reattached. If the reattachment fails and amputation becomes necessary, then We will not pay an additional Benefit Amount for such amputation. **Loss of Hearing** Loss of Hearing means permanent, irrecoverable and total deafness, as determined by a Physician, with an auditory threshold of more than 90 decibels in each ear. The deafness cannot be corrected by any aid or device, as determined by a Physician. **Loss of Life** Loss of Life means death, as determined by the local governing medical authority where such death occurs within 365 days after an Accident. **Loss of Sight** Loss of Sight means permanent loss of vision. Remaining vision must be no better than 20/200 using a corrective aid or device, as determined by a Physician. **Loss of Sight of One Eye** Loss of Sight of One Eye means permanent loss of vision of one eye. Remaining vision in that eye must be no better than 20/200 using a corrective aid or device, as determined by a Physician. **Loss of Speech** Loss of Speech means the permanent, irrecoverable and total loss of the capability of speech without the aid of mechanical devices, as determined by a Physician. **Loss of Thumb and Index Finger** Loss of Thumb and Index Finger means complete severance, through the metacarpal phalangeal joints, proximal to the torso, of the thumb and index finger of the same hand, as determined by a Physician. We will consider such severance a Loss of Thumb and Index

Finger even if a thumb, an index finger or both are later reattached. If the reattachment fails and amputation becomes necessary, then We will not pay an additional Benefit Amount for such amputation. **Operated Aircraft** Operated Aircraft means any aircraft not owned by the Policyholder but over which the Policyholder exercises control. Operated Aircraft includes an aircraft for which the Policyholder pays operating expenses. **Other Plan** Other Plan means any other insurance or payment source for Medical Services or disability, including but not limited to health coverage, disability insurance, worker's compensation insurance; or coverage provided or required by any law or statute, including, automobile insurance "fault" or "no-fault", employer sick leave or salary continuation plan, or similar benefit provided or required by governmental plan or program. **Owned Aircraft** Owned Aircraft means any aircraft to which the Policyholder holds legal or equitable title. **Physician** Physician means a licensed practitioner of the healing arts, acting within the scope of his or her license to the extent provided by the laws of the jurisdiction in which medical treatment is provided. Physician does not include: 1) an Insured Person; 2) an Immediate Family Member; 3) an Insured Person's employer or business partner; or 4) the Policyholder. **Policyholder** Policyholder means the entity identified in the Insuring Agreement. **Primary Insured Person** Primary Insured Person means an Insured Person who has a direct relationship with the Policyholder. **Principal Sum** Principal Sum means the amount of insurance appearing in Section IV - A of the Schedule of Benefits applicable to each Class. **Proof of Loss** Proof of Loss means written evidence acceptable to Us that an Accident, Accidental Bodily Injury or Loss has occurred. **Repetitive Motion Injury** Repetitive Motion Injury means bursitis, stress fracture, strain, shin splints, Osgood Schlatter Disease, Chondromalacia; stress fractures; tendinitis; and Carpal Tunnel Syndrome. **Specialized Aviation** Specialized Aviation means use of an aircraft requiring a Restricted, Multiple, Limited, Light Sport, Experimental, Special Flight Permit or Provisional Special Airworthiness Certificate as defined by the Federal Aviation Administration. Specialized Aviation shall include any, flight that requires a special permit, or waiver from a governmental authority having jurisdiction over civil aviation, whether or not such permit or waiver is granted. **Spouse** Spouse means an Insured Person's husband or wife or civil union partner who is recognized as such by the laws of the jurisdiction in which the Primary Insured Person resides. **Subsidiary** Subsidiary means any organization in which: 1) more than 50% of the outstanding securities or voting rights representing the present right to vote for election of directors is owned or controlled, directly or indirectly, in any combination by the Policyholder; or 2) the Policyholder exercises management control. **We, Us and Our** We, Us and Our means Federal Insurance Company.

**EXCLUSIONS** - The policy does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit Us from providing the insurance. In addition, no benefits will be paid for any loss caused by or resulting from any of the following: 1) the **Insured Person** being in, entering, or exiting any aircraft: i) owned, leased or operated by the **Policyholder** or on the **Policyholder's** behalf; or ii) operated by an employee of the **Policyholder** on the **Policyholder's** behalf. 2) the **Insured Person** being in, entering, or exiting any aircraft while acting or training as a pilot or crew member. This exclusion does not apply to passengers who temporarily perform pilot or crew functions in a life-threatening emergency. 3) the **Insured Person's** emotional trauma, mental or physical illness, disease, pregnancy, childbirth or miscarriage, bacterial or viral infection, bodily malfunctions or medical, diagnostic or surgical treatment thereof. This exclusion does not apply to an **Insured Person's** bacterial infection caused by an **Accident** or from **Accidental** consumption of a substance contaminated by bacteria. 4) the **Insured Person's** commission of any felony, or assault, or participation in an illegal occupation, riot, insurrection or civil commotion. 5) the **Insured Person** being intoxicated, at the time of an **Accident**. Intoxication is defined by the laws of the jurisdiction where such **Accident** occurs. 6) the **Insured Person** being under the influence of any narcotic or other controlled substance or intentionally ingesting or inhaling any poison gas or fumes at the time of an **Accident**. This exclusion does not apply if any narcotic or other controlled substance is taken and used as prescribed by a **Physician**. 7) the **Insured Person** traveling or flying on any rocket propelled or rocket launched conveyance. 8) the **Insured Person** participating in military action while in active military service with the armed forces of any country or established international authority. However, this exclusion does not apply to the first sixty (60) consecutive days of active military service with the armed forces of any country or established international authority. 9) an **Insured Person's Accident, Accidental Bodily Injury** or **Loss** caused by or resulting from, directly or indirectly, participation in **Specialized Aviation** activities. 10) the **Insured Person's** suicide, attempted suicide while sane or intentionally self-inflicted injury. 11) war, undeclared war, civil war, insurrection, rebellion, revolution, warlike acts by a military force or personnel, any action taken in hindering or defending against any of these, the destruction or seizure of property for a military

purpose, or any consequences of any of these acts regardless of any other direct or indirect cause or event, whether covered or not, contributing in any sequence to the loss.

## BENEFICIARY

The **Loss of Life** benefit will be paid to the beneficiary designated by the **Insured Person**. If no such designation has been made, the benefit will be paid to the first surviving party in the following order: a) the **Insured Person's Spouse**, b) in equal shares to the **Insured Person's** children, c) in equal shares to the **Insured Person's** parents, d) in equal shares to the **Insured Person's** brothers and sisters, e) the **Insured Person's** estate. All other benefits will be paid to the **Insured Person** or the **Insured Person's** designee.

## CLAIM PROVISIONS

**Claim Notice:** Written Claim Notice must be given to **Us** or any of **Our** brokers or appointed agents within twenty (20) days after the occurrence or commencement of any loss covered by this policy or as soon as reasonably possible. Notice must include enough information to identify the **Insured Person** and **Policyholder**. Notice given by or on behalf of the **Insured Person** or the beneficiary, to us, at 202B Halls Mill Road, Whitehouse Station, NJ 08889 or to any of our authorized agents, with information sufficient to identify the **Insured Person**, shall be deemed notice to us. Failure to give Claim Notice within twenty (20) days will not invalidate or reduce any otherwise valid claim if notice is given as soon as reasonably possible. **Claim Forms:** When **We** receive notice of a claim, **We** will send the **Insured Person** or the **Insured Person's** designee, within fifteen (15) days, forms for giving **Proof of Loss** to **Us**. If the **Insured Person** or the **Insured Person's** designee does not receive the forms, then the **Insured Person** or an **Insured Person's** designee should send **Us** a written description of the loss. This written description should include information detailing the occurrence, type and extent of the **Loss** for which the claim is made. **Claim Proof of Loss:** For claims involving loss of time for disability, complete **Proof of Loss** must be given to **Us** within thirty (30) days after commencement of the period for which **We** are liable. Subsequent written proof of the continuance of such disability must be given to **Us** at such intervals as **We** may reasonably require. Failure to give complete **Proof of Loss** within these time frames will not invalidate or reduce any otherwise valid claim if notice is given as soon as reasonably possible, and in no event later than one (1) year after the deadline to submit complete **Proof of Loss**, except in cases where the claimant lacks legal capacity. For all claims except those involving loss of time for disability, complete **Proof of Loss** must be given to **Us** immediately after the date of loss, or as soon as reasonably possible. **Claim Payment** For benefits payable involving disability, **We** will pay the **Insured Person** the applicable **Benefit Amount** no less frequently than monthly during the period for which **We** are liable. All payments by **Us** are subject to receipt of complete **Proof of Loss**. For all benefits payable under this policy except those for disability, **We** will pay the **Insured Person** or beneficiary the applicable **Benefit Amount** within sixty (60) days after **We** receive complete **Proof of Loss** if the **Insured Person**, the **Policyholder** and beneficiary, where applicable, have complied with all the terms of this policy.

## HOW TO FILE A CLAIM

To obtain a claim form contact the Policy Administrator at [Submit New Claim](#) or go to Our website ([www.chubb.com](http://www.chubb.com)), click on "Report a Loss", click on "Accident and Health".

## GOVERNING JURISDICTION AND CONFORMANCE WITH STATUTES

Any terms of this Description of Coverage, which are in conflict with the applicable statutes, laws or regulations of the jurisdiction in which this Description of Coverage is delivered are amended to conform to such statutes, laws or regulations of the jurisdiction.