

BLANKET INSURANCE CERTIFICATE OF INSURANCE

Atlantic Specialty Insurance Company

Canton, Massachusetts
(A Stock Insurance Company)

READ YOUR CERTIFICATE CAREFULLY.

Effective Date: **August 1, 2020**

Termination Date: **August 1, 2021**

This Certificate serves to describe the coverage provided to **a student**

Who is insured under Contract No. **AS14418**

The Contract is issued to **Albuquerque Academy**
Name/Address **6400 Wyoming Blvd., NE**
Of School/College **Albuquerque, NM 87109**

The type and amount of insurance so provided to you shall be as stated in the contract. The major parts of the contract are recited in the insert pages attached hereto

Inserts: **C78393 NM 09 11 New Mexico Amendatory Endorsement**
C78384 NM 09 11 Accident Medical Expense Insurance
C56971 Extended Benefits Rider (Sports Injuries)

The contract is identified in this certificate is in the possession of the School/College. It may be looked at on request by you or by any one having an interest thereunder.

Agent:
A.W. G. Dewar, Inc.
Four Batterymarch Park
Quincy, MA 02169-7468

INDEX

Page

Benefit Schedule	1
General Definitions	2
Individual Terminations	2
Policy Provisions	2
Change of Beneficiary	3
Claim Forms	2
Conformity with State Statutes	3
Legal Actions	3
Notice of Claim	2
Payment of Claims	2-3
Physical Examination and Autopsy	3
Proofs of Loss	2

General Definitions

“We”, “us” or “our” refers to Atlantic Specialty Insurance Company

“You”, “your” and “Insured Person” refers to the students insured under the contract. These students’ names are listed on the Schedule of Insured Persons attached to and made a part of the contract.

Individual Terminations

Your coverage shall end on the day after the first to occur of:

- (1) the next premium due date after the date when you cease to remain eligible for coverage;
- (2) the last day of the period of time for which the last premium payment was made by you;
- (3) the termination date of the contract.

Policy Provision

Notice of claim: Written notice of claim must be given to us within thirty (30) days after a covered loss starts or as soon as is reasonably possible. The notice can be given to us at our Home Office or to our agent. The notice shall include the name of the Insured Person. Our Home Office is located at 77 Water Street, New York, NY 10005.

Claim Forms: When we receive the notice of claim, we will send the claimant (or the School/College to deliver to the claimant) forms for filing proof of loss. If these forms are not given within fifteen (15) days, the claimant will meet the proof of loss requirements by giving us a written statement of the nature and extent of the loss within the time limit stated in the Proofs of Loss Section.

Proofs of Loss: In the case of a claim for a loss for which this contract provides for periodic payment for a continuing loss, written proof of loss must be given to us within ninety (90) days after the end of each period for which we are liable. In case of a claim for any other loss, the written proof must be given within ninety (90) days after the date of loss. If it is not reasonably possible to give written proof in the time required, we shall not reduce or deny any claim for this reason if the proof is filed as soon as is reasonably possible. In any event, the proof required must be given to us not later than one (1) year from the time specified unless the claimant is legally incapacitated.

Payment of Claims: After receiving written proof of loss, all benefits for loss for which this contract provides for periodic payment will be paid each month. Any balance unpaid at the end of our period of liability will be paid as soon as we receive the proper written proof. Benefits for any other loss will also be paid as soon as we receive the proper written proof.

Benefits for loss of life will be paid in accordance with the beneficiary designation in effect at the time of payment. The School/College or any of its officers cannot be named as the beneficiary. If no designation then exists, any such benefits will be paid your estate. Any such benefits unpaid on the date of your death may, at our option, be paid either to the beneficiary or to your estate.

Payments for benefits for and to the extent of medical expenses incurred from an accident to the insured person may be made by us directly to any provider of such service, unless the insured requests otherwise in writing not later than the time of filing proofs of such loss.

All other benefits will be paid to you or your estate or assignee.

Physical Examination and Autopsy: We shall have the right:

- (1) at our expense to have you examined by a doctor while a claim is pending as often as is reasonably necessary;
- (2) at our expense to examine your body in case of loss of life; and
- (3) to use the results of any autopsy performed pursuant to law upon your body.

Legal Actions: No legal action may be brought to recover on this contract within sixty (60) days after written proof of loss has been given as required by this contract. No such action may be brought after three (3) years, (five (5) years in Kansas, and six (6) years in South Carolina) from the time written proof of loss is required to be given.

Change of Beneficiary: You can change your beneficiary at any time by giving us written notice. The beneficiary's consent is not required for this or any other change in the insurance provided to you.

Conformity with State Statutes: Any provision of this contract which, on its effective date, is in conflict with the laws of the state in which it is delivered or issued for delivery is amended to conform to the minimum requirements of such laws.

**NEW MEXICO AMENDATORY ENDORSEMENT
BLANKET INSURANCE**

The policy and certificate to which this rider is attached are amended as follows:

The Provision entitled Payment of Claims is replaced with the following:

Payment of Claims: After receiving written proof of loss, all benefits for loss for which this contract provides for periodic payment will be paid each month. Any balance unpaid at the end of our period of liability will be paid as soon as we receive the proper written proof. Benefits for any other loss will also be paid as soon as we receive the proper written proof.

Benefits for loss of life will be paid in accordance with the beneficiary designation in effect at the time of payment. You or any of your officers cannot be named as the beneficiary. If no designation then exists, any such benefits will be paid to the estate of the Insured Person who suffered the loss. Any such benefits unpaid on the date of an Insured Person's death, at our option, may be paid either to the beneficiary or to such estate.

Payments for benefits for and to the extent of medical expenses incurred from an accident to the insured person may be made by us directly to any provider of such service, unless the insured requests otherwise in writing not later than the time of filing proofs of such loss. **Except**, payment for benefits for and to the extent of medical expenses incurred from an accident to the insured person who has received medical assistance under the Medicaid program shall be made by us directly to the human services department when (1) the human services department has paid or is paying benefits on behalf of the insured person under the state's Medicaid program pursuant to Title XIX of the federal Social Security Act, 42 U.S.C. 1396, et seq.; (2) payment for the services in question has been made by the human services department to the Medicaid provider; and (3) we are notified that the insured person receives benefits under the Medicaid program and that benefits must be paid directly paid to the human services department.

All other benefits will be paid to the claimant or to his or her estate or assignee.

All other terms and conditions remain unchanged.

ACCIDENT MEDICAL EXPENSE INSURANCE

SCHEDULE

<u>Class of Insureds</u>	<u>Deductible</u>	<u>One Loss</u>	<u>Limit of Payment</u>
(A) Students	n/a		\$1,000.00

Benefit

We will pay 100 % of the covered expenses which:

- (a) are incurred by on or behalf of an Insured Person within 2 years from the date of an accident; and
- (b) are due to injuries sustained by the Insured Person in the said accident.

The amount of the covered expenses we will pay for injuries incurred in any one accident is limited to the portion which:

- (a) is in excess of the One Loss Deductible; and
- (b) is less than the One Loss Limit of Payment.

The One Loss Deductible and the One Loss Limit of Payment are those in effect for the Class to which the Insured Person belongs. We will pay only the usual and reasonable fees that prevail in the area in which any covered expense is provided under the terms of this contract. All of our payments are subject to the terms and limits of this contract.

Limitation

Dental Expense: We will pay for only such dental expenses which:

- (a) are incurred within 1 year from the date of the accident; and
- (b) are for the care or treatment due to injury to sound natural teeth.

Definitions

Wherever used in this insert:

“Covered Expenses” are charges for medical care for treatment by a doctor, for hospital confinement or for the professional care and services of a nurse. This includes treatment for craniomandibular and temporomandibular joint disorders on the same basis as the treatment for any other joint.

“Doctor” means any medical doctor (M.D.) or, where required by law, any other medical practitioner in respect to services performed within the scope of his or her license. These services must be covered by the terms of this contract. The doctor must be other than a member of the Insured Person’s family.

“Nurse” means a registered nurse (R.N.) who is:

- (1) not a member of the Insured Person’s family; and
- (2) licensed to practice by the state in which he or she is performing the service.

“Hospital” means an institution which:

- (a) is operated pursuant to law;
- (b) is primarily and continuously engaged in providing either on its own premises or in facilities available to it on a pre-arranged basis and under the supervision of a staff of doctors, medical, diagnostic and major surgical facilities for the medical care and treatment of sick or injured persons on an inpatient basis for which a charge is made and
- (c) provides 24 hour nursing service by or under the supervision of registered graduate professional nurses (R.N.’s)

The term “hospital” shall not include:

- (a) convalescent homes, or rest, or nursing facilities; or
- (b) facilities primarily affording custodial, educational or rehabilitative care; or
- (c) facilities for the aged, drug addicts or alcoholics; or
- (d) any military or veterans hospital or soldiers home or any hospital contracted for or operated by a national government or agency thereof for the treatment of members or ex-members of the Armed Forces, except for services rendered on an emergency basis where a legal liability exists for charges made to the Insured Person for such services.

“Injury” means bodily injury caused by an accident. The accident must occur on or after the effective date of the Insured Person’s coverage under the contract and while it remains in force. Loss must result therefrom directly and separately of any other causes.

“Riot” means all forms of violence, disorder, or disturbance of the public peace by three or more persons assembled together. It does not matter whether they are acting with a common intent or that damage to person or property or unlawful acts is the intent or result of their action.

“Taking part in a riot” means promoting, inciting, conspiring to promote or incite, aiding, abetting or all forms of taking part in a riot. It shall not include action taken in defense of the Insured Person, if such actions are not taken against persons seeking to maintain or restore law and order.

Exclusions

Coverage under this insert does not apply to loss due to:

- (a) war or any act of war (whether declared or undeclared); or
- (b) service in the armed forces of any country (any premium paid to us for any time not covered by the contract while the Insured Person is in such service will be given back on a pro rata basis); or
- (c) injuries sustained while taking part in any professional, semi-professional or interscholastic sports contest or while taking part in any practice or conditioning program of a preparatory nature for such contests; or
- (d) injury which is covered under any Workers’ Compensation or Employers’ Liability Law; or

- (e) injury sustained while operation, learning to operate or while serving as a member of a crew of any vehicle device for aerial navigation; or
- (f) disease, or any bacterial infection (except pus forming infection which shall occur with or through an accidental cut or wound); or
- (g) abdominal or inguinal hernia; nor for
- (h) expenses for dental treatment (except for injury to sound natural teeth, to the extent stated above); or
- (i) taking part in a riot; or
- (j) the use of any drug, narcotic or an agent which is similarly classed or has similar effects unless it is given by and while under the care and attendance of a doctor; or
- (k) prescription for, or repair or replacement of eyeglasses or contact lenses.

EXTENDED BENEFITS RIDER

(Sports Injuries)

It is agreed that exclusion (c) in insert **C78384 NM 09 11** is eliminated.

The following exclusion is substituted in lieu thereof:

- (c) injuries sustained while taking part in any professional or semi-professional sports contest or while taking part in any practice or conditioning program of a preparatory nature for such contest; or

The insurance provided by this contract shall apply to the sports set forth in the following Schedule that are played under programs conducted, promoted or supervised by you.

SCHEDULE

**Baseball, Basketball, Cross-Country, Diving, Football, Golf, Soccer, Softball,
Swimming, Tennis, Track, Volleyball and Wrestling**

This contract is hereby amended as herein stated but not otherwise.

The effective date of this rider is **August 1, 2020**

This rider is attached and made a part of Contract No. **AS14418** issued to **Albuquerque Academy, 6400 Wyoming Blvd., NE, Albuquerque, NM 87109**

ATLANTIC SPECIALTY INSURANCE COMPANY

OUR POLICY REGARDING YOUR PRIVACY

In order to provide tuition refund plans that respond to our customers' diverse needs, A.W.G. Dewar, Inc. ("DEWAR") collects certain personal information. DEWAR does not disclose any nonpublic personal information to any affiliated or nonaffiliated third party for marketing purposes. At DEWAR, maintaining the confidentiality of our customers' personal information is of the highest importance. DEWAR's personal information-handling practices are governed by this privacy policy and are further regulated by law. This notice describes those practices and how they preserve your privacy in a way that permits DEWAR to provide you with the products and service you demand.

Collection of Personal Information

We get most of our information directly from you. The application you complete, as well as any additional information you provide, generally gives us most of the information we need to know. Sometimes we may contact you to obtain additional information. Your information is used to send your tuition refund plan to you, to contact you when necessary for the transaction, and for billing purposes. Information collected from you may include your name, address, telephone number, email address, school information, student ID number, social security number, credit card number and expiration date.

Disclosure of Personal Information

Information about you which has been collected will be contained in our records. We review it in evaluating your request for a tuition refund plan. We will also use information in our records for purposes related to issuing and servicing plans and settling claims. DEWAR may disclose personal information to others in order to service, process or administer business such as claims operations. In this context, DEWAR may disclose (i) information we receive from you on applications and other forms, including information such as assets, income, and identifying information such as name, address and social security number; and (ii) transaction information such as information about balances, payment history and parties to the transaction.

Parties to Whom Information May be Disclosed

DEWAR will not disclose information about you to others without your written consent unless the disclosure is necessary to conduct our business. By law, DEWAR is permitted to share information about you without prior permission to the following parties: • Your agent or broker • Those who perform business, professional or insurance roles for us • Those who need to research, defend or settle claims involving you • Insurance support organizations that collect data to help fight and prevent insurance fraud • Agencies that help regulate our business • Government agencies that protect us in cases of fraud or illegal activity • Persons ordered by subpoena, warrant or other court order • Parties representing you in some way (lawyers, accountants, auditors) • Insurance rate advisory organizations • Those backing our rights in regards to debt settlement, audit or interest transfer • Parties who handle transactions you request or sign off on.

Right of Access to Personal Information

You have the right to know what kind of information we keep in our files about you, to have reasonable access to it and to receive a copy. Write to us if you have questions about the information. Provide your complete name, address, type of tuition refund plan, and certificate number that was issued or applied for with us. Email your request to trp@dewarinsurance.com, or mail your request to A.W.G. Dewar, Inc. 4 Batterymarch Park, Quincy, MA 02169. You may also call 617-774-1555. Certain types of information generally collected when evaluating claims or possible lawsuits need not be disclosed to you.

Within thirty (30) business days of receipt of your request, we will inform you in writing of the nature and substance of retrievable recorded personal information about you in our files. You may review this information in person or receive a copy by mail.

After you have reviewed the personal information about you in our file, you can write to us if you believe it should be corrected, amended or deleted. We will consider your request, and within thirty (30) days either change the information or tell you that we did not and state the reason. If we do not make changes, you will have the right to insert in our file a concise statement containing what you believe to be the correct, relevant or fair information, and explaining which information on file you believe to be improper. We will notify persons designated by you to whom we have previously disclosed the information of the change or your statement. Subsequent disclosures we make also will include your statement.

Confidentiality and Security of Personal Information

Our company maintains appropriate standards and procedures to prevent unauthorized access to your information. DEWAR limits employee access to personally identifiable information to those with a business reason for knowing such information. We educate our employees so that they will understand the importance of confidentiality of personal information and take appropriate measures to enforce privacy responsibilities.

Treatment of Personal Information of Former Customers

DEWAR follows this personal information privacy policy even when a customer relationship no longer exists.

DEWAR may modify this Policy from time to time. The current policy is always available at www.tuitionrefundplan.com. If significant changes are made to the Policy, DEWAR will notify its policyholders.

Effective: February 2011