



**MARKEL INSURANCE COMPANY**

Shand Morahan Plaza, Evanston, Illinois 60201

**BLANKET  
ACCIDENT AND HEALTH POLICY  
SPECIAL RISK**

THE ATTACHED DECLARATIONS PAGE, SPECIAL POLICY CONDITIONS, FORMS,  
AND ENDORSEMENTS COMPLETE THIS POLICY.



This health plan, alone, does not meet Minimum Creditable Coverage standards and **WILL NOT SATISFY** the individual mandate that you have health insurance.

As of January 1, 2009, the Massachusetts Health Care Reform Law requires that Massachusetts residents, eighteen (18) years of age and older, must have health coverage that meets the Minimum Creditable Coverage standards set by the Commonwealth Health Insurance Connector, unless waived from the health insurance requirement based on affordability or individual hardship. For more information call the Connector at 1-877-MA-ENROLL or visit the Connector website at (<http://www.mahealthconnector.org/>).

This plan is not intended to provide comprehensive health care coverage and does not meet Minimum Creditable Coverage standards, even if it does include services that are not available in the insured's other plans.

If you have questions about this notice, you may contact the Division of Insurance by calling (617) 521-7794 or visiting its website at [www.mass.gov/doi](http://www.mass.gov/doi).

## SECTION 2 DEFINITIONS

You, your or yours means the Policyholder shown in Section 1.

We, us or our means Markel Insurance Company.

Insured Person means a member of the class(es) of person(s) as shown in Section 1, while they are covered under this Policy.

Physician means any practitioner of the healing arts, licensed by the state in which he practices and acting within the scope of his license, including a duly licensed podiatrist, surgeon, osteopath, dentist, chiropractor, optometrist, psychologist, physical therapist and graduate nurse. Physician shall not include a member of the Insured's immediate family.

Hospital means a licensed institution including a tax supported institution of the state which has on the premises, or prearranged access to, medical and surgical facilities. It must maintain permanent facilities for the care of overnight resident patients under the care of a Physician. It must have a Registered Nurse (R.N.) always on duty or call. Confinement in the special wing of a Hospital used primarily as a nursing, rest, convalescent or extended care facility is not confinement in a Hospital, unless such confinement is because of a lack of space in the Hospital's full service wing.

Ambulatory Surgical Center or Ambulatory Medical Center means a licensed facility providing ambulatory surgical or medical treatment, other than a Hospital, clinic or Physician's office.

Loss means medical Expense caused by Injury or Sickness and covered by the Policy.

Injury means bodily harm caused by an accident which occurs while this Policy is in force and is the sole cause of the Loss.

Sickness means disease or illness which; (a) is first diagnosed and treated while the Insured is covered under this Policy; and (b) causes a Loss to the Insured which is covered by this Policy. "Sickness" includes Normal Pregnancy and Complications of Pregnancy.

Pre-existing Condition means the existence of symptoms which would cause a person to seek diagnosis, care or treatment within a one-year period preceding the effective date of the coverage of the Insured Person, or a condition for which medical advice or treatment was recommended by a Physician or received from a Physician within a one-year period preceding the effective date of coverage of the Insured Person.

Complications of Pregnancy means conditions whose diagnoses are distinct from pregnancy, but are adversely affected by or are caused by pregnancy. Such complications include, but are not limited to: a) acute nephritis; b) nephrosis; c) cardiac decompensation; d) missed abortion; e) hyperemesis gravidarum; f) preeclampsia; and g) similar medical and surgical conditions of comparable severity. Complications of Pregnancy also includes: a) nonelective Cesarean section; b) ectopic pregnancy which is terminated; and c) spontaneous termination of pregnancy which occurs during a period of gestation in which a viable birth is not possible. Complications of Pregnancy shall not mean: a) false labor; b) occasional spotting; c) Physician prescribed rest during the period of pregnancy; d) morning sickness; or e) similar conditions associated with the management of a difficult pregnancy, but not constituting a distinct Complication of Pregnancy.

Prescription Medicines or Drugs means any medicine or drug, under applicable state law, that is dispensed only with a written prescription from a Physician and has a label bearing the legend: "Caution: Federal law prohibits the dispensing without a prescription." It is also any mixed medicine with at least one ingredient bearing the above legend.

Expense means the Usual and Customary charges for Medically Necessary treatment, service or supplies. Such Expense shall not include any amount not customarily charged to persons without insurance.

Usual and Customary Expense means an Expense which (a) is changed for treatment, supplies or medical services Medically Necessary to treat

the Insured's condition; and (b) does not exceed the usual level of charges made for similar treatment, supplies or medical services in the locality where the Expense is incurred.

Medically Necessary means medical services, supplies or treatment authorized by a Physician to treat an Insured Person's bodily Injury which are: (a) consistent with the symptoms or diagnosis; (b) appropriate and accepted according to good medical practice standards; (c) not primarily for the convenience of the Insured Person, Physician or other providers; and (d) consistent with the most appropriate supply or level of services which can safely be provided to the patient.

The Aggregate Limit of Indemnity stated in Section 1 shall be the total limit of our liability for all coverages payable under the Policy with respect to all classes of Insured Persons arising out of Injury sustained by two or more Insured Persons as the result of any one accident. If the total of such indemnities exceed the Aggregate Limit of Indemnity, we shall not be liable to any one Insured Person for a greater proportion of such Insured Person's indemnity than said Aggregate Limit of Indemnity bears to the total indemnities afforded by the coverage to all such Insured Persons.

Deductible means the amount an Insured is required to pay as provided by the applicable coverage under this Policy in the event of a Loss.

Home Health Care Expenses means the care and treatment of an Insured who is under the care of a Physician, only if hospitalization or confinement in a skilled nursing facility as defined in title XVIII of the Social Security Act would otherwise have been required if home care was not provided, and the plan covering the Home Health Service is established and approved in writing by such Physician. Home care shall be provided by a certified home health agency possessing a valid certificate of approval issued pursuant to public health law.

## SECTION 3 EFFECTIVE DATE, POLICY TERM, POLICY TERMINATION AND RENEWAL

This Policy is effective on the Effective Date in Section 1 and expires on the Expiration Date. With our consent, it may be renewed by paying the renewal premium within the grace period in Section 5. Upon 60 days' prior written notice, we may change the premium rate, but not more often than once every twelve months. We reserve the right to refuse to renew the Policy.

## SECTION 4 EFFECTIVE DATE OF INDIVIDUAL INSURANCE

The persons eligible for inclusion as Insured Persons shall be all persons denoted in classifications described in Section 1. Insurance for such eligible persons shall become effective with respect to the activity and/or trip covered and benefits designated in Section 1 on the effective date in Section 1.

The insurance for any Insured shall terminate on the earliest of the following dates:

1. The date the Policy expires;
2. The premium due date if you fail to pay the required premium for the Insured, subject to the Grace Period, except as the result of inadvertent error; or
3. The date the Insured ceases to be a member of any class, as shown in Section 1.

Termination of coverage will not affect any claim which starts before termination.

**SECTION 5****POLICY PROVISIONS****Change of Beneficiary**

The Insured can change the beneficiary at any time giving us written notice. The beneficiary's consent is not required for this or any other change in the coverage.

**Conformity With State Statutes**

Any provision of this Policy which, on its effective date, is in conflict with the statutes of the state in which it is issued or in which the Insured Person resides, is hereby amended to conform to the minimum requirements of such statutes.

**Assignment**

This policy and an Insured's coverage may not be assigned.

**Records Maintained**

You must maintain adequate records of this insurance.

**Examination and Audit**

At any reasonable time and for any purpose relating to this Policy, your records shall be open for our inspection and audit. Such examination may be made during the Policy term; within 3 years after the Policy is terminated; or until final settlement of all claims hereunder, whichever is later.

**Subrogation**

When benefits are paid to or for an Insured Person under the terms of this Policy, we shall be subrogated, unless otherwise prohibited by law, to the rights of recovery of such Insured Person once the Insured has been indemnified for his Loss, against any person who might be acknowledged liable or found legally liable by a Court of competent jurisdiction for the Injury or Sickness that necessitated the hospitalization or the medical or the surgical treatment for which the benefits were paid. Such subrogation rights shall extend only to the recovery by us of the benefits we have paid for such hospitalization and treatment and we shall pay fees and costs associated with such recovery.

**Right of Recovery**

Payments made by us which exceed the Covered Expenses (after allowance for Deductible and coinsurance clauses, if any) payable hereunder, shall be recoverable by us from or among any persons, firms, or corporations to or for whom such payments were made.

**Workers' Compensation**

This Policy is not in place of and does not affect any requirement for such coverage by workers' compensation insurance.

**SECTION 6****COVERAGE**

All Policy benefits are as indicated in Section 1 - Schedule of Insurance and as described herein, or in riders attached to and made a part of this Policy.

**Accident Medical Expense Benefit**

When an insured's Injury requires:

- (a) treatment by a Physician;
- (b) Hospital services;
- (c) services of a licensed practical nurse or RN;
- (d) x-ray service;
- (e) use of operating room, anesthesia (including the administration thereof), laboratory service;
- (f) use of an ambulance;
- (g) use of an Ambulatory Surgical Center or Ambulatory Medical Center;
- (h) if ordered by a Physician, prescription medicines, drugs, or any other therapeutic services or supplies; or
- (i) Home Health Care Expenses,

**Entire Contract; Changes**

This Policy and endorsements signed by the Policyholder and Insurer are the entire contract. Any change, modification or waiver of this Policy or a certificate issued under it must be in writing and signed by one of the following: our President; our Vice-President; a Secretary; or Assistant Secretary.

**Grace Period**

This Policy has a 31 day Grace Period. If the premium is not paid by the due date, it may be paid during the 31 days immediately following the due date. The Policy will remain in force during the Grace Period. The Grace Period does not apply:

- (a) to the first premium due; or
- (b) to premiums due thereafter if we have given you 60 days prior notice that we will not renew the Policy.

**Notice of Claim**

Notice of Claim must be given to us within 30 days after a Loss occurs, or as soon thereafter as possible. The notice can be given to us at P.O. Box 2039, Glen Allen, VA 23058-2039. Notice should include the Insured Person's name and Policy Number.

**Claim Forms**

When we receive the Notice of Claim, we will send the Insured Proof of Loss forms. If we do not send these forms within 15 days, the Insured can meet the Proof of Loss requirement by giving us a written statement of the nature and extent of Loss within the time limit in the Proofs of Loss Section.

**Proofs of Loss**

Written Proof of Loss must be given to us within 90 days after such Loss. We will not deny or reduce any claim because proof is not filed within this time, if it is filed as soon as reasonably possible. In any event, the proof required must be given, unless the claimant is legally incapacitated.

**Time of Payment of Claims**

After receiving written Proof of Loss, we will immediately pay all benefits as they accrue.

**Payment of Claims**

After receiving written Proof of Loss, we will pay all benefits to the Insured, if living, or at the Insured's request, to the Hospital or person rendering services. It is not required that the service be rendered by a particular Hospital or person.

Benefits for accidental death, if any, will be paid to the named beneficiary, other than the policyholder or an officer thereof, if then living. If no beneficiary is named, or the named beneficiary predeceases the Insured, such benefits will be paid to the Insured's estate.

Discontinuance of this Policy will not prejudice any claim incurred while this Policy is in force.

**Physical Examination**

We, at our expense, have the right to have any Insured examined by a Physician of our choice as often as reasonably necessary, while a claim is pending.

**Legal Actions**

No legal action may be brought to recover on this Policy: (a) within 60 days after written Proof of Loss has been given as required; or (b) after 6 years from the time written Proof of Loss is required, or after the expiration of the applicable statute of limitations, if greater.

we will pay the Expense, subject to the Coinsurance Percentage, incurred within the Benefit Period after the date of the accident that exceeds the Deductible Amount. Our payment will not exceed the Aggregate Maximum for a single accident.

The Deductible Amount, Coinsurance Percentage, Benefit Period and the Aggregate Maximum are shown in Section 1 - Schedule of Insurance. These amounts apply to each insured.

**Accidental Death and Dismemberment Benefits**

Accidental Death and Dismemberment Insurance covers the Insured for a Loss as shown below. The Loss must result from an accident, directly and independently of all other causes. The accident must take place while the person is an Insured under this Policy. Also, the LOSS must take place within 52 weeks after the accident.

The following table shows the amounts we will pay:

For Loss Of	Amount
Life	Principal
Both hands or both feet or sight of both eyes	Principal
One hand and one foot	Principal
One hand and sight of one eye	Principal
One foot and sight of one eye	Principal
One hand or one foot or sight of one eye	1/2 the Principal

The most we will pay for all Losses to an Insured as the result of one accident is the Principal shown on the Schedule.

Loss to hands and feet means severance at or above the wrist or ankle joints. Loss of sight means total and irrecoverable loss of sight.

**Accidental Death and Dismemberment Benefits Limitations**

We will not pay for a Loss caused in any way by:

1. bodily or mental infirmity or illness;
2. infection; except pyogenic or bacterial infection in a cut or wound caused by an accident;
3. medical or surgical treatment; except for surgery which results from an accident;
4. air travel, other than as a fare-paying passenger on a scheduled commercial flight;
5. war or act of war;
6. taking part in a riot or felony; this shall not include being a victim of a felony;
7. suicide; attempted suicide or intentional self-inflicted injury.

**SECTION 7**

**EXCLUSIONS**

The Policy does not cover Loss nor provide benefits for:

1. Expenses for treatment on or to the teeth, except for treatment resulting from Injury to natural teeth;
2. Services normally provided without charge by you or your employees;
3. Eyeglasses, hearing aids, and examination for the prescription or fitting thereof;
4. Suicide, attempted suicide or intentionally self-inflicted Injury;
5. Injury due to participation in a riot;
6. Cosmetic surgery. Cosmetic surgery does not include reconstructive surgery made medically necessary due to a covered accident or Sickness which results in trauma, infection or other diseases of the involved part;
7. Loss resulting from air travel, except as a fare-paying passenger on a commercial airline;
8. Injury or Sickness resulting from any declared or undeclared war;
9. Injury or Sickness while in the armed forces of any country. When an Insured enters such armed forces, we will refund the unearned pro rata premium to the Insured;
10. Injury or Sickness covered by any workers' compensation or occupational disease law;
11. Treatment provided in a governmental Hospital unless the Insured is legally obligated to pay such charges;
12. Infections except pyogenic or bacterial infections caused wholly by a covered Injury or Sickness;
13. Hernia, unless it results from a covered Injury;
14. The Insured's being intoxicated or under the influence of any narcotic unless administered on the advice of a Physician;
15. Claims occurring while parachuting or hang-gliding; or Injury sustained while traveling in or on any two or three-wheeled motor vehicle operated by a person who does not hold a valid operator's license;
16. Pre-existing Conditions as defined in Section 2, Definitions.

President

Secretary

Service Address:  
 Markel Insurance Company  
 P O. Box 3870  
 Glen Allen, VA 23058-3870  
 (800) 431-1270

# Markel Insurance Company

Policy Number **4102AH020271 - 0**

Evanston, Illinois 60201

(A Stock Insurance Company, Herein Called the Company)

AGREES with the Policyholder, named below in consideration of the payment of the premium and subject to the limits of liability, exclusions, conditions and other terms of the policy:

TO PAY the benefits described in Item 4, Coverage.

SECTION I SCHEDULE

1. Name of Policyholder: Indoor Sports Management, Inc.  
 Address: 30 Great Road  
 Acton, MA 01720

2. Policy Period: From 03-15-2009 to 03-15-2010 at 12:01 A.M. Standard Time at your mailing address shown above.

3. Class of Insured Persons:  
 All registered participants and volunteers for whom premium has been paid.

**Description of Hazards Covered:**

Insured persons are covered for Injury resulting from an Accident which occurs directly from: 1) activities that are scheduled, sponsored or supervised by the policyholder; 2) premises owned, leased or borrowed by the policyholder; or 3) travel scheduled, sponsored or supervised by the policyholder.

4. Coverage:

THE POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS AND RIDERS. THE BENEFIT AMOUNT SHOWN IS THE LIMIT SELECTED BY THE POLICYHOLDER. IF THE COVERAGE WAS NOT REQUESTED BY THE POLICYHOLDER, THAT IS INDICATED BY THE WORD NIL. THE PREMIUM FOR EACH COVERAGE IS ALSO SHOWN AS IS THE TOTAL PREMIUM AT THE BOTTOM OF THE SCHEDULE.

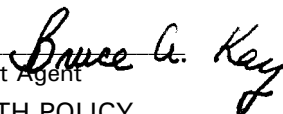
COVERAGE	BENEFIT AMOUNT	PREMIUM
AGGREGATE LIMIT OF INDEMNITY	\$1,000,000	INCL.
ACCIDENT MEDICAL EXPENSE BENEFIT		INCL.
DEDUCTIBLE AMOUNT	\$1,000	
COINSURANCE PERCENTAGE	100%	
BENEFIT PERIOD	52 Weeks	
AGGREGATE MAXIMUM	\$25,000	
ACCIDENTAL DEATH AND DISMEMBERMENT BENEFITS		INCL.
PRINCIPAL SUM	\$5,000	
SICKNESS MEDICAL EXPENSE BENEFIT		N/A
DEDUCTIBLE AMOUNT	NIL	
COINSURANCE PERCENTAGE	NIL	
BENEFIT PERIOD	NIL	
AGGREGATE MAXIMUM	NIL	
CATASTROPHIC INJURY BENEFIT		N/A
BENEFIT MAXIMUM	NIL	
MONTHLY INSTALLMENT	NIL	
TOTAL TEMPORARY DISABILITY BENEFIT		N/A
BENEFITS COMMENCE WITH THE	NIL	DAY
RATE PER WEEK	NIL	
PERCENT OF BASIC EARNINGS	NIL	
MAXIMUM PERIOD	NIL	WEEKS
<b>TOTAL:</b>		<div style="background-color: black; width: 100px; height: 15px; display: inline-block;"></div>

5. Form(s) and endorsement(s) made a part of the policy at the time of issue:

MSR100-MA(01/95), MSR101(01/95), MSR128(01/95), MSR128(01/95), MSR128(01/04), MSR128-AS(03/07), MSR128-BP(08/00), MSR200(01/95), MSR128-AD(03/96), MSR128-TE(07/02)

Countersigned by Bruce A. Kay

Licensed Resident Agent



Insured



**MARKEL INSURANCE COMPANY**  
**MARKEL AMERICAN INSURANCE COMPANY**

4600 Cox Road Glen Allen, Virginia 23060-9817 P.O. Box 3870, Glen Allen, Virginia 23058-3870

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04-29-2009

**NOTICE OF MARKEL INSURANCE AND MARKEL AMERICAN INSURANCE  
COMPANY'S PRIVACY POLICY**

While information is the cornerstone of our ability to provide superior service to you, our most important asset is our customer's trust. Keeping customer information secure is a top priority for all of us at Markel. We intend to use information collected only in the normal course of our business and as permitted by law. Following is our privacy policy to our individual customers.

We collect nonpublic personal information about you from the following sources:

- \* Information we receive from you on applications or other forms
- \* Information about your transactions with us, our affiliates or others, and
- \* Information we receive from a consumer reporting agency.

We do not disclose any nonpublic personal information about our customers or former customers to anyone, except as permitted by law.

We may disclose nonpublic personal information about you to third party financial service providers, such as your insurance agent and/or broker. We may also disclose nonpublic personal information about you to non-affiliated third parties as permitted by law.

We restrict access to nonpublic personal information about you to those employees who need to know that information to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with applicable standards to guard your nonpublic personal information.

For further information, please contact us at 1-800-431-1270.

## IMPORTANT PRIVACY NOTICE - PLEASE READ

Markel is committed to safeguarding your privacy. We understand your concerns regarding the privacy of your nonpublic personal financial information, and want to assure you that we do not sell this information to anyone for marketing or other purposes. We only use and share this type of information with non-affiliated third parties for purposes of underwriting insurance, administering your policy or claim and other purposes permitted by law, such as disclosures to insurance regulatory authorities or in response to legal process.

Federal law and the various state insurance departments regulate what types of disclosures are acceptable. For example, we are permitted to disclose nonpublic personal financial information as necessary to administer your policy or claim. Representative types of non-affiliated third parties that may be involved in your insurance transaction include the following individuals or organizations:

- \* Your insurance agent, broker or agency.
- \* A government agency or other organization pursuant to an examination of our records and/or practices.
- \* Your attorney, trustee or anyone else who has a legal interest in your policy.
- \* Persons to whom a court requires us, by order or subpoena, to provide information.
- \* Claims adjusters or investigators.
- \* An insurance support organization to prevent or prosecute fraud.
- \* Insurance rate advising organizations.
- \* Reinsurers.

We have and maintain strict policies and procedures to protect the confidentiality of your nonpublic personal financial information. We maintain physical, electronic and procedural safeguards to protect this information from unauthorized access. Access to your information is restricted to those individuals having a business need for such information.

At Markel, we take your privacy very seriously. Enclosed you will find our privacy notice with your policy.

# Markel Insurance Company

Evanston, Illinois 60201

Endorsement No. 1

TEAM TRAVEL directly to and from is INCLUDED in this policy.  
Chiropractic Services/Physical Therapy limit is amended to read \$1,000.  
Durable Medical Equipment limit is amended to read \$500.  
A penalty of 50% for claim costs incurred by Covered Persons who go outside of their provider network for a covered injury will apply.

**Notable Exclusions:**

Pre-existing conditions, dental work EXCEPT to sound and natural teeth, eyeglasses, hearing aids, suicide, injuries sustained while committing a crime, cosmetic surgery, injury related to air travel, injury due to war or service in the armed forces, injuries covered by worker's compensation, hernia, injuries sustained while under the influence of drugs or alcohol, and injuries sustained during activities other than are listed on the facility's application.

Coverage for Outpatient prescriptions is limited to \$1,000 per Injury.

Medical treatment for a covered Injury must commence within 60 days of the date of Injury.

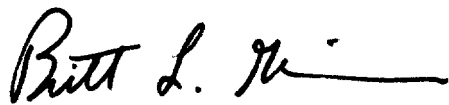
The Proof of Loss provision is deleted in its entirety and replaced with the following: "Written proof of loss must be given to Us within 90 days after such Loss. We will not deny or reduce any claims because proof is not filed within this time, if it is not reasonably possible to provide proof. However such proof must be furnished within one year of the date of loss."

Nothing herein contained shall be held to vary, alter, waive or extend any of the Agreements, Conditions, Declarations, Exclusions, Limitations or Terms of the undermentioned Policy other than as stated hereon.

Effective date 03-15-2009 Attached to and forming part of Policy No. 4102AH020271 - 0

of Markel Insurance Company

issued to Indoor Sports Management, Inc.



\_\_\_\_\_  
President



\_\_\_\_\_  
Secretary

# Markel Insurance Company

Endorsement No. 1

For the premium charged and paid it is agreed that:

MSR100, SECTION 2, DEFINITIONS:

ADD: Accident means a sudden, unexpected and unintended event which is identifiable and caused solely by an external physical force resulting in Injury to an Insured person. Accident does not include a Loss due to or contributed to by disease or Sickness.

This rider is attached to and becomes a part of this Policy.

Nothing herein contained shall be held to vary, alter, waive or extend any of the Agreements, Conditions, Declarations, Exclusions, Limitations or Terms of the undermentioned Policy other than as stated hereon.

Effective date 03-15-2009 Attached to and forming part of Policy No. 4102AH020271 - 0

of Markel Insurance Company

issued to Indoor Sports Management, Inc.



\_\_\_\_\_  
President



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Secretary

# Markel Insurance Company

Endorsement No. 1

Markel Insurance Company's address is hereby changed to:

Markel Insurance Company  
Ten Parkway North  
Deerfield, Illinois 60015

Nothing herein contained shall be held to vary, alter, waive or extend any of the Agreements, Conditions, Declarations, Exclusions, Limitations or Terms of the undermentioned Policy other than as stated hereon.

Effective date 03-15-2009 Attached to and forming part of Policy No. 4102AH020271 - 0

of Markel Insurance Company

issued to Indoor Sports Management, Inc.



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President



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Secretary

# Markel Insurance Company

Endorsement No. 1

It is hereby understood and agreed:

## SECTION 2, DEFINITIONS:

"Benefit Period" means the time during which an Insured Person's incurred expense for a covered injury or sickness is eligible for reimbursement. The "Benefit Period" selected starts on the date of the accident for an injury or the date of the first treatment for a sickness.

Nothing herein contained shall be held to vary, alter, waive or extend any of the Agreements, Conditions, Declarations, Exclusions, Limitations or Terms of the undermentioned Policy other than as stated hereon.

Effective date 03-15-2009 Attached to and forming part of Policy No. 4102AH020271 - 0

of Markel Insurance Company

issued to Indoor Sports Management, Inc.



\_\_\_\_\_  
President



\_\_\_\_\_  
Secretary

# Markel Insurance Company

## WAR, MILITARY ACTION AND TERRORISM (NUCLEAR, BIOLOGICAL, CHEMICAL AND RADIOACTIVE CONTAMINATION) EXCLUSION

The "war or act of war" limitation under Accidental Death & Dismemberment coverage and "injury or sickness" resulting from any declared or undeclared war" exclusion under Accident Medical or Sickness Medical coverage hereby are replaced by the following Exclusion.

We will not pay for "loss" arising or caused directly or indirectly by the following, regardless of any other cause or event that contributes concurrently or in any sequence to the "loss".

1. War, including undeclared or civil war; or
2. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
3. Insurrection, rebellion, revolution, usurped power, or action taken by government authority in hindering or defending against any of these; or
4. "Terrorism", including any action taken in hindering or defending against an actual or expected incident of "terrorism". This exclusion applies only to "terrorism":
  - a. That involves the use, release or escape of nuclear materials, or that directly or indirectly results in nuclear reaction or radiation or radioactive contamination; or
  - b. That is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
  - c. In which pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the terrorism was to release such materials.

The following definition is added:

"Terrorism" means activities against persons, organizations or property of any nature:

1. That involves the following or preparation for the following:
  - a. Use or threat of force or violence; or
  - b. Commission or threat of a dangerous act; or
  - c. Commission or threat of an act that interferes with or disrupts an electronic, communication, information, or mechanical system; and
2. When one or both of the following applies:
  - a. The effect is to intimidate or coerce a government or the civilian population or any segment thereof, or to disrupt any segment of the economy; or
  - b. It appears that the intent is to intimidate or coerce a government, or to further political, ideological, religious, social or economic objectives or to express (or express opposition to) a philosophy or ideology.

In the event of any incident of "terrorism" that is not subject to this exclusion, multiple incidents of "terrorism" which occur within a 72-hour period and a 100-mile radius and appear to be carried out in concert or to have a related purpose or common leadership will be deemed to be one incident.

**Markel Insurance Company**  
Evanston, Illinois 60201

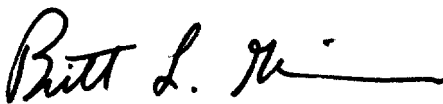
**COORDINATION OF BENEFITS FOR ACCIDENT MEDICAL EXPENSE BENEFITS**

Such insurance as is afforded by this policy for Accident Medical, are payable only in excess of any expenses payable by other valid and collectible insurance. In the absence of other valid and collectible insurance, it is our intention that expenses incurred in connection with any covered injury shall be fully payable subject to the terms, conditions and limitations of the Policy.

"Other valid and collectible insurance" shall mean any plan providing medical expense benefits for or by reason of dental, physician, nurse, hospital care, treatment, or confinement, or the performance of surgery and/or anesthesia, which benefits are provided by (1) any type of service plan contracts, any group or blanket insurance, employee benefit plan or any plan arranged through an employer, trustee, union or employee benefit association, or (2) any plan or program created or administered by national or state government, or agencies thereof, (3) individual insurance. We will not limit or exclude payment on a claim because the Insured is eligible for or is provided medical assistance under the provisions of Title XIX of the Social Security Act.

This provision shall apply in determining the benefits as to a person covered under this plan for any claim determination period. If an Expense exceeds the amount of benefit payable under any other valid and collectible insurance for such person during such time period, the Company will pay such excess Expenses incurred due to a covered injury.

This rider is attached to and becomes a part of the Policy.



\_\_\_\_\_  
President



\_\_\_\_\_  
Secretary