



Check One:		
Explorer Club	Explorer Post	
Renewal Post/Club No		
Council	District	

Annual Memorandum of Understanding

The City of <u>Columbia</u>, <u>Missouri ("City")</u>, a <u>municpal corporation</u>, has read and understands the following conditions for participating in this program operated and maintained by Great Rivers Council, Incorporated, Boy Scouts of America, also known as Learning for Life, a District of Columbia nonprofit corporation ("Learning for Life"), and desires to enter into this agreement regarding participation in this program. The responsibilities of the organization include:

Explorer Clubs only:

• Screening and selecting at least two adults, including a sponsor and associate sponsor, to work directly with the Explorer Club participants.

Explorer Posts only:

• Screening and selecting at least four adults, including committee chairman, two committee members, and an advisor, who will work directly with the post officers.

Explorer Clubs and Explorer Posts:

- Ensuring that all participating adults complete the required Exploring Youth Protection training. The training is available at www.exploring.org.
- Providing adequate facilities for the participants to meet on a regular schedule with a time and place reserved.
- Participating in a program planning meeting and Open House.
- Participating in at least one evaluation with Learning for Life representatives each year.

Note: Adults may serve in multiple posts and clubs.

Exploring is part of Learning for Life's education resource program. Learning for Life provides the support service necessary to help the participating organizations succeed in their use of the program.

These services include year-round training techniques and methods for selecting quality leaders; program resources; and primary general liability insurance to cover the participating organization, its board of directors and/or trustees, and its officers and employees in their official and individual capacities against personal liability judgments arising from official Learning for Life activities, a copy of which is attached and marked as Exhibit B.

This Annual Memorandum of Understanding and the Addendum, attached hereto as Exhibit A and incorporated herein, shall remain in effect through the registration expiration of the post or club, not to exceed one (1) year. Either organization may discontinue the program at any time upon written notice to the other organization.







EXHIBIT A

ADDENDUM TO AGREEMENT

The undersigned Parties agree to amend the Annual Memorandum of Understanding between Great Rivers Council, Incorporated, Boy Scouts of America, also known as Learning for Life ("Learning for Life") and the City of Columbia, Missouri ("City") by inserting the following language:

- 1. Learning for Life agrees to maintain insurance policies as described and set forth in **Exhibit B**, which is attached and incorporated by reference to this Agreement.
- 2. The Parties agree that Learning for Life is not permitted to unilaterally modify this Agreement and to further say that this Agreement may only be amended by the Parties in writing.
- 3. No provision of the Agreement is intended to nor shall it in any way inure to the benefit of any customer, property owner or any other third-party, so as to constitute any such Person a third-party beneficiary under the Agreement.
- 4. The Parties agree that notwithstanding anything stated elsewhere in this Agreement, nothing shall be construed to constitute a waiver by City of the defense of sovereign immunity and that to the extent permitted by law, the City will not indemnify Learning for Life.
- 5. The Parties shall comply with all federal, state, and local laws, rules, regulations, and ordinances.
- 6. City will make reasonable efforts towards Confidentiality but must at all times comply with the provisions of Chapter 610 RSMo. ("The Sunshine Law").
- 7. The Parties agree that notwithstanding anything stated elsewhere in this Agreement that City will not pay for attorney's fees in the event of litigation.
- 8. Learning for Life shall make the services, programs, and activities governed by this Agreement accessible to people with disabilities to the extent required by the provisions of the Americans with Disabilities Act.
- 9. The Parties agree that the laws of Missouri will govern and that sole and exclusive jurisdiction will be in the Circuit Court of Boone County, Missouri, or the United States Western District of Missouri. The Parties hereto irrevocably agree to submit to the exclusive jurisdiction of such courts in the State of Missouri. The Parties agree to waive any defense of *forum non conveniens*.
- 10. This Agreement is for one (1) year and is subject to the appropriation of funds.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto have set their hands on the day and year written below.

GREAT RIVERS COUNCIL, INCORPORATED, BOY SCOUTS OF AMERICA also known as LEARNING FOR LIFE

Authorized Representative TE: June 3, 2024	_
	CITY OF COLUMBIA, MISSOURI
	By:
	De'Carlon Seewood, City Manager
PEGT.	Date:
ΓEST:	
Sheela Amin, City Clerk	
PROVED AS TO FORM:	



Council

Accident & Sickness Insurance Plan





This brochure describes the Council Accident & Sickness Insurance Plan, arranged for you by Boy Scouts of America which we recommend. Although Scouting programs are designed for safety, accidents may happen. This insurance is designed to help meet the costs of medical care, paralysis, dismemberment, and death. Claims involving medical and surgical treatment are payable on an Excess Insurance basis as described in this brochure.

Eligibility

All registered youth, leaders, and seasonal staff of each Boy Scout Council and Learning for Life program are eligible for coverage.

Individual councils determine whether the coverage they purchase is "Youth only" or "Youth and Adult" and if coverage is extended to Learning for Life curriculum-based participants. New youth members added during the year are automatically covered until the renewal date. Coverage is also automatic for new leaders if the Council includes coverage for such members.

Note: If your Council did not insure members of Learning for Life Curriculum-based program, they will not be insured unless coverage is purchased separately.

Non-scouts, non-Scouters, and guests who are being encouraged to become Scouts or leaders are automatically insured while in attendance at a scheduled activity. Other guests are not covered. The same holds true for Learning for Life.

Councils may also elect the Family Member* Coverage option to cover family members while in attendance at a Council-sponsored family event. Please contact your Council to determine whether this coverage was purchased.

*Family Member mean parents, legal guardians, grandparents, children, and siblings of all registered youth, leaders, and seasonal staff of each Boy Scout Council and Learning for Life program that are eligible for coverage.



Coverage

The plan provides year-round coverage for injuries occurring anywhere in the world while:

- Participating in an official Scouting or Learning for Life activity. Seasonal camp staff are also covered during their off-duty hours, subject to the Workers' Compensation exclusion.
- Traveling to and from official Scouting or Learning for Life activities.

Coverage is provided for sickness that begins while the insured member is:

• In attendance at an official scheduled, supervised, and sponsored Scouting or Learning for Life activity or covered event. Seasonal camp staff are also covered during their off-duty hours, subject to the Workers' Compensation exclusion.

• Traveling to and from such an overnight or other covered event.

Excess Insurance Provision

This plan is an excess insurance plan meaning that it will pay all those eligible expenses incurred from a covered accident or sickness not paid by any other collectible insurance or pre-paid health plan in-force for you or a dependent child(ren). If no other collectible insurance or pre-paid health plans are in effect at the time of the loss, this plan will pay all eligible covered expenses up to the plan limits. There is no deductible under this plan.

Also, coverage under this plan does not provide duplicate benefits when an insured member is also insured under another Boy Scout or Learning for Life plan for a national or regional sponsored camp or special event. This provision applies to

all benefits offered under these plans, including Accidental Death & Dismemberment.

Benefits

Accidental Death**, Dismemberment, Loss of Sight, and Paralysis

When injuries to the Insured result in death or dismemberment within one year from the date of the covered accident, and from loss which is independent of sickness and all other causes, the Company will pay as follows. If multiple losses occur, only one benefit amount-the largest — will be paid for all losses due to the same accident.

^{**}Includes loss of life resulting from Heart Failure within 90 days from the date participating in an approved Boy Scouts or Learning for Life (if purchased) activity.

Covered Loss	Benefit Amount	
Both Hands or Both Arms, Both Feet or Both Legs, One Hand and One Foot, Both Eyes, One Limb and One Eye	\$20,000	
Life**, Speech and Hearing in Both Ears	\$10,000	
One Hand or One Arm, One Foot or One Leg, Either Eye, Speech or Hearing in Both Ears	\$5,000	
Thumb and Index Finger of the Same Hand, Hearing in One Ear	\$2,500	

Loss of a hand or hands, or a foot or feet, shall mean complete severance through or above the wrist joint or ankle joint, respectively; and loss of an arm or arms, or a leg or legs, shall mean severance at or above the elbow joint or knee joint, respectively; the loss of an eye or eyes shall mean the total permanent loss of the entire sight thereof. Loss of a thumb and index finger shall mean severance of at least one phalanx from each digit of the same hand.

When injuries result in paraplegia, hemiplegia, or quadriplegia commencing within 60 days after the covered accident and continuing for one year, the Company will pay \$10,000 for paraplegia or hemiplegia and \$20,000 for quadriplegia.

Benefits for Medical Expenses, Dental Treatment, and Ambulance Services

- Up to \$15,000 for Accident Medical Expense Benefits
- Up to \$7,500 for Sickness Expense Benefits

For each sickness or injury, benefits are payable for medical or surgical treatment, prescription drugs, or for hospitalization or the exclusive services of a private duty nurse (RN or LPN), which begin within 60 days from the date of the accident or sickness that begins during the covered activity.

Benefits will be paid for expenses incurred (subject to the Excess Provision explained above) up to the Usual and Customary charges normally made within the geographic area where treatment is performed.

Specified Injury Expense Benefit

Pays up to \$35,000 for medically necessary treatment due to the following specified injuries: (a) loss of sight in both eyes; (b) dismemberment of any extremity; (c) paralysis; (d) irreversible coma; (e) entire loss of speech; (f) loss of hearing in both ears.

Crisis Management Benefit

Pays \$100 per counseling session for up to five sessions if an Insured suffers 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.

Dental Expense Benefit

Pays up to \$5,000 for the repair, treatment, and/or replacement of sound, natural teeth. If, within the 52-week period following the date of the accident the Insured's attending dentist certifies that dental treatment and/or replacement must be deferred beyond such 52-week period, the Company will pay the estimated cost of such treatment; however, benefits will not exceed a total of \$5,000. This benefit is payable in addition to any other payable benefits under the terms of the plan.

Bereavement and Trauma Counseling Benefit

Pays up to \$100 per counseling session for up to five sessions when the Covered Person and/or Immediate Family Member suffers a covered loss that resulted directly and independently of all other causes from a Covered Accident and requires bereavement and trauma counseling. Such counseling must meet all of the following conditions: (1) covered bereavement and trauma counseling expenses must be incurred within one year from the date of the Covered Accident causing the Covered Loss; (2) the expense is charged for a bereavement or trauma counseling session for the Covered Person and/or one or more of his or her Immediate Family Members; (3) counseling is provided under the care, supervision, or order of a Doctor; and (4) a charge would have been made if no insurance existed.

Covered bereavement and trauma counseling benefits do not include any expense for which the Covered Person is entitled to benefits under any Workers' Compensation Act or similar law.

Ambulance Benefit

Pays up to \$6,000 if the Covered Person requires ambulance services due to an Injury resulting directly and independently of all other causes from a Covered Accident. The ambulance services provided must be for transportation from the scene of the Covered Accident to the nearest Hospital that is able to provide appropriate care, or for transportation to a Hospital within 48 hours of the Covered Accident. These benefits will be in addition to any other benefit payable under the terms of this plan.

**Includes loss of life resulting from Heart Failure within 90 days from the date participating in an approved Boy Scouts or Learning for Life (if purchased) activity.



Return Transportation Expense Benefit

Pays up to \$1,500 for transportation expenses incurred if, as a result of a Covered Accident, an Insured's doctor requires him or her to return home from a covered activity. This includes the cost of one person to accompany the Insured on the trip. If the Insured is deceased, the Company will pay expenses incurred for an immediate family member to accompany the body. This benefit is payable in addition to any other payable benefits under the terms of the plan.

Post-Traumatic Stress Disorder Benefit

Pays \$100 per counseling session for up to five sessions if an Insured suffers Post Traumatic Stress Disorder resulting directly and independently of all other causes from a Covered Accident.

The benefit period is for 104 weeks from the date of the accident.

Definitions

"Dismemberment of any extremity" means complete Severance of hand, foot, arm, or leg.

"Felonious Assault" means an act of physical violence against a person covered under this policy by someone other than an immediate family member.

"Hemiplegia" means complete loss of function of one side of the body with involvement of the arm and leg. "Quadriplegia" means complete loss of function of both the upper and lower extremities of the body with involvement of both arms and both legs.

"Immediate Family Member" means a person who is related to the Covered Person in any of the following ways: spouse, brotherin-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, father-in-law, parent (includes stepparent), legal guardian, brother or sister (includes stepbrother or stepsister) or child (includes legally adopted child or stepchild), grandchild, and grandparent.

"Injury" means accidental bodily harm sustained by an insured member that results directly and independently from all other causes from a covered accident. The Injury must be caused solely through external and accidental means. All injuries sustained by one person in any one accident, including all related conditions and recurrent symptoms of these injuries, are considered a single Injury.

"Irreversible Coma" means (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 Electro encephalography Society); and (b) a diagnosis of brain death by an attending doctor.

"Limb" means hand(s), arm(s), foot (feet), or leg(s).

"Paralysis" means total loss of use of 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.

"Paraplegia" means complete loss of function of the lower or upper extremities of the body with involvement of both legs or both arms.

"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. An Insured's PTSD must be diagnosed by a licensed health care provider (someone other than an immediate family or household member) acting within the scope of his or her license and rendering care or treatment to an Insured that is appropriate for the conditions and locality.

"Quadriplegia" means complete loss of function of both the upper and lower extremities of the body with involvement of both arms and both legs.

"Severance" means the complete separation and dismemberment of the part from the body.

"Sickness" means any sickness that requires unscheduled medical treatment while participating in a covered activity.



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Exclusions

No benefits will be paid for any loss or Injury that is caused by, or results from:

Intentionally self-inflicted Injury; or suicide or attempted suicide (applicable to Accidental Death and Dismemberment Benefit only).

In addition, Accident Medical Expense Benefits will not be paid for any loss, treatment, or services resulting from or contributed to by:

Treatment by persons employed or retained by the Policyholder, or by any Immediate Family or member of the Covered Person's household; treatment of sickness, disease, or infections except pyogenic infections or bacterial infections that result from the accidental ingestion of contaminated substances; treatment of hernia, Osgood-Schlatter's Disease, osteochondritis, appendicitis, osteomyelitis, cardiac disease or conditions, pathological fractures, congenital weakness, detached retina unless caused by an Injury, or mental disorder or psychological or psychiatric care or treatment (except as provided in the Policy), whether or not caused by a Covered Accident; pregnancy, childbirth, miscarriage, abortion, or any complications of any of these conditions; mental and nervous disorders (except as provided in the Policy); damage to or loss of dentures or bridges, or damage to existing orthodontic equipment (except as specifically covered by the Policy); expenses incurred for treatment of

temporomandibular or craniomandibular joint dysfunction and associated myofacial pain (except as provided by the Policy); Injury covered by Workers' Compensation, Employer's Liability Laws, or similar occupational benefits or while engaging in activity for monetary gain from sources other than the Policyholder; Injury or loss contributed to by the use of drugs unless administered by a Doctor; cosmetic surgery, except for reconstructive surgery needed as the result of an Injury; any elective treatment, surgery, health treatment, or examination, including any service, treatment, or supplies that: (a) are deemed by us to be experimental; and (b) are not recognized and generally accepted medical practices in the United States; eyeglasses, contact lenses, hearing aids, examinations or prescriptions for them, or repair or replacement of existing artificial limbs, orthopedic braces, or orthotic devices; expenses payable by any automobile insurance Policy without regard to fault (This exclusion does not apply in any state where prohibited.); conditions that are not caused by a Covered Accident; participation in any activity or hazard not specifically covered by the Policy; or any treatment, service, or supply not specifically covered by the Policy.

In addition, Sickness Medical Expense Benefits will not be paid for any loss, treatment, services, or supplies resulting from or contributed to by:

Immunizations, services, and supplies related to immunizations; acupuncture

or allergy, including allergy testing and alopecia; non-malignant warts, moles, lesions, and acne; care of corns and bunions; sickness for which benefits are paid or payable under any Workers' Compensation or Occupational Disease Law or Act, or similar legislation; submucous resection and/or other surgical correction for deviated nasal septum, other than for required treatment of acute purulent sinusitis; eyeglasses, contact lenses, hearing aids, prescriptions, or examinations therefore; Radial Keratotomy/Lasik surgery; voluntary or elective abortion; congenital birth defects; elective treatment or elective surgery; 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.

Coverage under this plan excludes attendance or participation in any events held at any of the four (4) Boy Scouts of America National High Adventure Bases. Coverage while in attendance or participation at any National High Adventure Base is provided under the Boy Scouts of America's National Events Accident & Sickness Plan, insured by ACE American Insurance Company, policy (PTP N00327438).

Claims

All claims need to be filed with the administrator, Health Special Risk, Inc., (HSR). Claim forms can be secured online at www.hsri.com/claim-forms.jsp or received via email upon request from boyscouts@hsri.com. Please complete the claim form in its entirety and remit to HSR within 90 days of the accident or illness along with copies of all related medical documents and Explanations of Benefits (EOB's) received thus far. As you continue to receive additional medical documents and EOB's, please forward copies to HSR. In addition, all serious claims need to be reported to your Council.

Immediate notice of claims and all inquiries regarding claims should be directed to:

Health Special Risk, Inc. 8400 Belleview Drive Suite 150 Plano, TX 75024

Toll-free: 1-866-726-8870 Fax: 972-512-5832 E-mail: <u>boyscouts@hsri.com</u>

Enrollment (for Council use)

Plan 1 insures Youth only (including seasonal staff). Plan 2 insures Youth and Adults. All Tiger Cubs must have a Tiger Cub parent insured. Optional coverages are available to cover Learning for Life curriculum-based participants and family members.

A designated Council staff member will annually enroll the Council in the desired plan online at www.hsri.com/BSA. If assistance is needed, contact HSR at 1-866-726-8870 or bsaenrollment@hsri.com. Coverage does not become effective until Health Special Risk, Inc. (HSR) has processed your completed online enrollment. Shortly thereafter, the designated Council staff member will receive an email containing the purchased policy's description of coverage, an accident/medical claim form, and other important documents. Additional claim forms and brochures are available online at www.hsri.com/BSA. Contact HSR if additional supplies are needed.



Questions and Answers

What is an official Scouting Activity?

An activity carried out by youths who are registered members under the approval and overall supervision of unit leaders, in keeping with the policies and standards of the BSA.

Why was the plan developed?

To provide each Council with the opportunity to include all members under one common Council-wide plan of accident and sickness insurance.

Must all members of the Council be insured under this plan?

All registered youth and seasonal staff are eligible for coverage and must be insured. Coverage also applies to volunteer leaders. If coverage for Learning for Life curriculum-based programs and/ or family members is desired, all must be insured. If coverage for leaders is elected, all must be insured. Full or part-time employees of the Boy Scouts or Learning for Life are not eligible. However, if the employee participates as a "volunteer" they would be covered.

If new members join after our Council has enrolled for the insurance, are they covered?

Yes. New members are automatically covered as soon as their applications for membership are processed.

Are guests (brothers, sisters, friends) covered?

Non-Scouts, Non-Scouters, and guests who are being encouraged to become registered leaders or Scouts are automatically covered while in attendance at a scheduled activity. Family members are covered only if the Council purchased family member coverage. Other guests are not covered.

Will I receive informational material for all unit leaders?

Yes. When you enroll your Council in this plan, you will receive materials you will need to communicate the details of this plan to unit leaders. Claim forms and copies of this brochure will be provided electronically to the Council for distribution to unit leaders. This brochure and the claim forms are designed to explain all the details of the plan and to answer most questions. Additional questions should be directed to the administrator Health Special Risk, Inc. for specific answers.

How does the Council become involved in the administration of this plan?

This plan is designed to alleviate the Council of most of the administrative responsibilities normally involved in an insurance program of this nature. Council administration is limited principally to validating claim forms (a simple procedure to assure that the claim is originating from a Council insured under this plan and that the person making the claim is registered through the Council or a guest invited specifically for the purpose of joining) and maintaining supplies for distribution.

How long is a member covered under this plan?

The insurance is in force until the end of the calendar year from the date the Council effects coverage.

Are participants in Learning for Life plans covered for Sickness?

Yes, if they are: in attendance at an official overnight Scouting or Learning for Life activity or other covered event operated and supervised by your Council. Seasonal staff are also covered during their off-duty hours, subject to the Workers' Compensation exclusion, and if they are traveling to and from such overnight activity or other covered event.

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Insurance administered by:

Health Special Risk, Inc. 8400 Belleview Drive Suite 150 Plano, TX 75024

Toll-free: 1-866-726-8870

www.hsri.com/BSA

CHUBB

Insurance provided by:

ACE American Insurance Company, a member of the Chubb group of Companies

www.chubb.com

This brochure provides 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 the policy issued to the Boy Scouts of America under policy number PTP N00327402. The policy is subject to the laws of the state of Texas in which it is issued. Please keep this information as a reference. Chubb is the marketing name used to refer to subsidiaries of Chubb Limited providing insurance and related services. For a list of these subsidiaries, please visit our website at www.chubb.com. Insurance underwritten and provided by ACE American Insurance Company and its U.S. based Chubb underwriting company affiliates. (Revised 11/2023)





ACE American Insurance Company (A Stock Company) Philadelphia, PA 19106

Policy Number PTP N00327402

Description of Coverage

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

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.

Class 1: All registered youth and Explorers; seasonal staff members; and non-registered youth; and non-Scouters but only while

attending scheduled activities for the purpose of becoming registered Leaders and Scouts.

Class 2: All Adult Volunteer Leaders and Advisors of the Policyholder.

Class 3: All Learning For Life (LFL) curriculum based program youth and/or adult participants of Local Councils who have enrolled

in the LFL optional coverage plan and paid premiums.

Class 4: Family Members of Classes 1 or 2 who have been invited to and are authorized to participate in Boy Scouts of America Local

or National Council sponsored Family Events (as defined by The Boy Scouts of America) including Day Camps.

*Family Members mean parents, legal guardians, grandparents, children and siblings of Classes 1 and 2 Eligible Persons.

**Family Events means: Local or National Council Sponsored Family Events-Special program events/activities where the local council allows families to attend and/or participate.

Insured persons covered under this policy are not covered under the following policies issued to the Boy Scouts of America:

Boy Scouts of America Special Events policy #PTP N00327414

If the Insured is covered under multiple policies underwritten by the Company and benefits will be payable under more than one Policy, only one benefit amount, the largest, will be paid for any one Covered Accident.

<u>Period of Coverage</u>: You will be insured on the Effective Date of Insurance, 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 of Insurance; 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 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 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.

(Council Plan)

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 90 Days

Quadriplegia, Paraplegia, Hemiplegia 60 Days and continuing for one year

All Other Covered Losses 365 Days

Benefit Amount

Schedule of Covered Losses

Quadriplegia200% of the Principal SumTwo or more Members200% of the Principal SumLife100% of the Principal SumHeart Failure100% of the Principal SumLoss of Speech and Loss of Hearing100% of the Principal SumHemiplegia100% of the Principal SumParaplegia100% of the Principal SumOne Member50% of the Principal SumLoss of Speech or Loss of Hearing50% of the Principal SumThumb and Index Finger of the Same Hand25% of the Principal SumLoss of Hearing in One Ear25% of the Principal Sum

"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; 17) medical services and supplies; 18) Dental Expenses for whole, sound and natural teeth; 19) ambulance expenses; and 20) medical equipment rental.

<u>Dental Expense Benefit (Injury Only)</u>: 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.

Ambulance Expense Benefit: We will pay 100% of the Usual and Customary Charges incurred for ambulance services for transportation from the emergency site to the hospital. 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.

(Council Plan)

Covered Loss

Bereavement and Trauma Counseling Benefit: _We will pay \$100 per counseling session for up to 5 sessions, if you and/or your Immediate Family Member requires bereavement and trauma counseling because you suffered a Covered Loss that resulted directly and independently of all other causes from a Covered Accident. The counseling must meet all of the following conditions: 1) the counseling expenses must be incurred within one year from the Covered Accident; 2) the expense is charged for a counseling session for you and/or one or more of your Immediate Family Members; 3) the counseling is provided under the care, supervision or order of a Doctor; and 4) a charge would have been made if no insurance existed.

<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.

<u>Post Traumatic Stress Disorder Benefit</u>: 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.

Return Transportation Expense Benefit: 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.

<u>Full Excess Benefit Provision</u>: 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) Non-malignant 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.

(Council Plan)

Sickness Medical Expense Benefit - We will pay benefits for Covered Expenses incurred within the Benefit Period as the result of a Sickness when you are participating in scheduled, supervised and sponsored activities of the Policyholder, including direct travel to and from such Covered Activities. Benefits are subject to any Deductible, Incurral Period, Co-insurance Rate, Maximum Benefit Period and Benefit Maximum shown below. In addition, Sickness Medical Expense Benefits are subject to any applicable Policy Aggregate Maximums in the Schedule of Benefits, Scope of Coverage provision and Exclusions of the Policy.

The following limits apply:

Benefit Maximum: \$7,500

Maximum Benefit Period: 364 days from the date of first treatment of the Covered Sickness Incurral Period: 60 days from the date of first treatment of the Covered Sickness

Deductible: \$0 per Covered Sickness

Co-insurance Rate: 100% of the Usual and Customary Charges

These benefits are only payable: 1) for Usual and Customary Charges incurred after the Deductible has been met; and 2) for those Medically Necessary Covered Expenses that you receive. No benefits will be paid for any expenses incurred that are in excess of Usual and Customary Charges.

To file a Claim, please call: Health Special Risk, Inc. 1-866-726-8870 or mailing address 8400 Belleview Dr, Suite 150, Plano, TX. 75024

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. Coverage may not be available in all states or certain terms or conditions may be different if required by state law. Please keep this information as a reference.

IMPORTANT NOTICE

This policy does not constitute comprehensive health insurance coverage (often referred to as "major medical coverage") and does not satisfy a person's individual obligation to secure the requirement of minimum essential coverage under the Affordable Care Act (ACA).

For more information about the ACA, please refer to www.HealthCare.gov.

(Council Plan)