



CHILD CARE PARTICIPANT ACCIDENT INSURANCE



PHILADELPHIA
INSURANCE COMPANIES

A Member of the Tokio Marine Group

Underwritten by:
Philadelphia Indemnity Insurance Company

800.734.9326 | **PHLY.com**

CHILD CARE, PRESCHOOL, AND HEAD START PARTICIPANT ACCIDENT INSURANCE

No matter how safe an environment you provide, accidents will happen. Philadelphia Insurance Companies Accident Insurance puts you in a better position to avoid lawsuits and protect each child when accidental injuries occur during supervised and sponsored activities including group travel.

This coverage provides ACCIDENT insurance only. It does NOT provide basic hospital, basic medical or major medical insurance as defined by the New York State Department of Financial Services.

IMPORTANT NOTICE-THIS ACCIDENT INSURANCE DOES NOT PROVIDE COVERAGE FOR SICKNESS.

- \$100,000 Accident Medical Expense benefit
- \$50,000 Total Paralysis benefit
- \$50,000 Accidental Dismemberment benefit
- \$25,000 Accidental Death benefit

Accident Medical Expense Benefits

Payable services and supplies prescribed by a physician for injuries sustained in a covered accident include:

- Hospital bills, including room and board
- Emergency room and outpatient treatment
- Medical or surgical treatment by a licensed doctor
- Prescription drugs and medicines
- Services of a licensed or graduate nurse
- Dental care for injury to sound and natural teeth
- Ambulance expenses from the covered accident site to the hospital

Accident Benefits

Benefits are payable for injuries that result - directly and independently of all other causes - from a covered accident, while coverage is in effect, up to the maximum benefits stated.

\$100,000 per person per accident: With either option, up to \$100,000 will be paid for eligible medical expenses. The first eligible expense must be incurred within 180 days after the date of the covered accident. Eligible accident medical expenses must be incurred within one year of the covered accident.

Choice of Primary or Full Excess Options

Primary Option: Accident Medical Expense benefits will pay eligible medical expenses regardless of any other health insurance the covered person has.

Full Excess Option: Claimants are reimbursed for eligible expenses that are not payable by any other valid and collectible insurance in the possession of the claimant. If a claimant is not covered by any other valid and collectible insurance, then the accident insurance policy becomes the claimant's primary insurance coverage. When a claimant has other coverage (e.g. coverage through a parent's employer-employee policy), then the accident policy will reimburse the claimant for eligible expenses not payable by the primary policy. Examples of out-of-pocket expenses not covered by the primary policy include: deductibles, co-pays, coinsurance, and expenses excluded by the primary policy, but covered by the accident policy.

How to Bind Coverage Now

- Complete the form at the end of this brochure
- E-mail or mail your completed Participant Accident Insurance Form

E-mail: AH@phly.com

Mail: Philadelphia Insurance Company
500 Mamaroneck Ave, Suite #402
Harrison, NY 10528

Questions? Call 800.734.9326

Policies Include Accidental Death, Dismemberment, and Paralysis (Plegia) Benefits

If within one year from the date of a covered accident a covered person suffers any of the losses specified, we will pay a benefit for one of the conditions listed below. If the same accident causes more than one of these losses, we will pay the largest amount that applies.

- Loss of Life
- Total paralysis of upper and lower limbs, both lower limbs, or upper and lower limbs on one side of the body
- Loss of any combination of two: hands, feet, eyesight, speech, and hearing
- Loss of one hand, one foot, sight in one eye, speech, or hearing
- Loss of thumb and index finger of same hand

General Definitions

Benefit Percentage - means the percentage of Covered Expenses We pay that are Incurred by the Covered Person after he satisfies any applicable Deductible. Benefit Percentages are shown in the Schedule of Benefits.

Covered Accident - means a sudden, unforeseeable, external event that results, directly and independently of all other causes, in an injury or loss and meets all of the following conditions:

1. Occurs while the Covered Person is insured under this Policy;
2. Is not contributed to by: disease, sickness, or mental or bodily infirmity, and
3. Is not otherwise excluded under the terms of this Policy.

Usual and Customary Charge means the normal charge, in the absence of insurance, made by the provider of any treatment, but not more than the prevailing charge in the area:

1. For a like service by a provider with similar training or experience; or
2. For a supply that is identical or substantially equivalent.

Covered Expenses - means the lesser of the usual and customary charge and the maximum benefit shown, for services or supplies listed, in the Schedule of Benefits and described in the Accident Medical Expense Benefits section of this Policy. Covered Expenses must be Incurred by a Covered Person for treatment for injuries sustained in a Covered Accident.

Coverage will become effective on the date requested, provided the application is received and accepted by Philadelphia Insurance Companies. Coverage is paid for by the policyholder. 100% participation is required.

Policy Type and Total Annual Premium

The below rates are annual rates per Covered Person. Only one coverage option should be selected

	Primary Coverage	Full Excess Coverage
Under 50 Covered Persons	\$7.76	\$3.88
50 or More Covered Persons	\$7.16	\$3.58

Minimum Premium of \$300 applies. Minimum only applies if the rate times the number of participants is less than \$300. Minimum Policy Premium is fully earned and non-refundable. This program is available for customers with up to 750 participants. Please e-mail AH@phly.com for a quote if the customer has more than 750 participants.

CHILDCARE ACCIDENT INSURANCE

Common Exclusions

In addition to any benefit-specific exclusions, benefits will not be paid for any Covered Injury or Covered Loss which, directly or indirectly, in whole or in part, is caused by or results from any of the following unless coverage is specifically provided for by name in the Description of Benefits Section:

1. Preexisting conditions or diseases, as defined in section 52.2(u) of this Part, or section 3232 or 4318 of the Insurance Law, except for congenital anomalies of a covered dependent child; subject to limitations set forth in subdivision (f) of this section, sections 52.17(a)(27)-(28), 52.18(a)(5) and 52.20 of this Part;
2. Mental or emotional disorders, alcoholism and drug addiction, except that coverage must be made available or provided pursuant to section 52.7 of this Part and sections 3221 and 4303 of the Insurance Law. Medicare supplement insurance issued pursuant to section 52.11 of this Part and Part 58 of this Title shall not include limitations or exclusions which are more restrictive than those of Medicare for this type of benefit;
3. Pregnancy, except to the extent coverage is required pursuant to sections 3216, 3221, 3232, 4303, and 4318 of the Insurance Law, and except for complications of pregnancy as defined in section 52.2(e) of this Part, other than for policies defined in section 52.8 of this Part;
4. Illness, accident, treatment or medical condition arising out of:
 - i. War or act of war (whether declared or undeclared); participation in a felony, riot or insurrection; service in the Armed Forces or units auxiliary thereto;
 - ii. Suicide, attempted suicide or intentionally self-inflicted injury;
5. Cosmetic surgery, except that cosmetic surgery shall not include reconstructive surgery when such service is incidental to or follows surgery resulting from trauma, infection or other diseases of the involved part, and reconstructive surgery because of congenital disease or anomaly of a covered dependent child which has resulted in a functional defect. However, if the policy provides hospital, surgical or medical expense coverage, including a policy issued by a health maintenance organization, then coverage and determinations with respect to cosmetic surgery must be provided pursuant to Part 56 of this Title (Regulation 183);
6. Foot care, in connection with corns, calluses, flat feet, fallen arches, weak feet, chronic foot strain or symptomatic complaints of the feet; unless the policy is issued as Medicare supplement insurance pursuant to section 52.11 of this Part and Part 58 of this Title, in which case the policy shall not include limitations or exclusions more restrictive than those of Medicare for this type of benefit;
7. Treatment provided in a government hospital; benefits provided under Medicare or other governmental program (except Medicaid), any State or Federal workers' compensation, employers' liability or occupational disease law; benefits to the extent provided for any loss or portion thereof for which mandatory automobile no-fault benefits are recovered or recoverable; services rendered and separately billed by employees of hospitals, laboratories or other institutions; services performed by a member of the covered person's immediate family; and services for which no charge is normally made;
8. Dental care or treatment, except for such care or treatment due to accidental injury to sound natural teeth within 12 months of the accident and except for dental care or treatment necessary due to congenital disease or anomaly;
9. Rest cures, custodial care and transportation, unless the policy is issued as Medicare supplement insurance pursuant to section 52.11 of this Part and Part 58 of this Title, in which case the policy shall not include limitations or exclusions more restrictive than those of Medicare for this type of benefit; and
10. Coverage while the insured is outside the United States, its possessions or the countries of Canada and Mexico



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SCOPE OF COVERAGE OPTIONS APPLICABLE TO MEDICAL EXPENSE BENEFITS

Covered expenses and any applicable Deductibles are shown in the Schedule of Benefits.

Other Health Care Plan Benefits

When another Health Care Plan provides benefits in the form of services rather than cash payments, we will consider the reasonable cash value of such service in determining whether any Deductible has been satisfied, or any amount by which any benefit provided by this Policy will be reduced.

PRIMARY MEDICAL EXPENSE

We will pay Covered Expenses without regard to any Health Care Plan the Covered Person may have, after any applicable Deductible has been satisfied.

OR

FULL EXCESS MEDICAL EXPENSE

We will pay Covered Expenses:

1. After the Covered Person has satisfied any applicable Deductible; and
2. Only when they are in excess of amounts payable by any Other Health Care Plan whether or not claim has been made for benefits it provides.

We will pay benefits without regard to any Coordination of Benefits provision in such Health Care Plan.

Any Covered Expenses payable under this provision will be reduced by the the Other Health Care Plan Reduction Percentage shown in the Schedule of Benefits if:

1. The Covered Person has coverage under another Health Care Plan;
2. The Other Health Care Plan is an HMO, PPO or similar arrangement; and
3. The Covered Person does not use the facilities or services of the HMO, PPO or similar arrangement.

Covered Expenses will not be reduced for emergency treatment within 24 hours after a Covered Accident which occurred outside the geographic service area of the HMO, PPO or similar arrangement. This provision only applies when the Covered Person is covered for in-network benefits only.

Definitions - For purposes of the Accident Medical Benefits provided by this Policy:

HMO or Health Maintenance Organization means any organized system of health care that provides health maintenance and treatment services for a fixed sum of money agreed and paid in advance to the provider or service.

PPO or Preferred Provider Organization means an organization offering health care services through designated health care providers who agree to perform those services at rates lower than non-Preferred Providers.



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TERMINATION, ADMINISTRATIVE, AND GENERAL PROVISIONS

This Policy terminates at 12:01 AM on the last day of the Policy Term unless the Policyholder and We have agreed to continue this Policy for an additional Policy Term. The laws of the State of Issue shown above govern this Policy.

Termination of Insurance

The insurance on a Covered Person will end after 30 days written notice on the earliest date below:

1. The date the person is no longer in an Eligible Class;
2. The end of the last period for which premium is paid;
3. The date this Policy terminates.

Termination will not affect a claim for a Covered Loss resulting from a Covered Accident that occurs before the termination date. However, in no instance will benefits extend beyond the earlier of:

1. The end of the Benefit Period; and
2. The date benefits equal to any applicable Benefit Limit or Maximum, as shown in the Schedule of Benefits, have been paid;
3. The date benefits paid equal any applicable Policy Aggregate Maximum, as shown in the Schedule of Benefits.

Cancellation

We or the Policyholder may cancel this Policy, after the first year, by giving Us 60 days advance written notice. Any premium rate guarantee will not affect Our or the Policyholder's right to cancel this Policy.

If a premium is not paid when due, We will cancel this Policy at the end of the last period for which premium was paid, subject to the Grace Period provision. Premium Due Dates are shown in the Schedule of Benefits.

Cancellation will not affect a claim for a Covered Loss resulting from a Covered Accident that occurred before the cancellation date.

Conformity with Statutes

Any term of this Policy which is in conflict with New York state law or with any applicable federal law that imposes additional requirements from what is required under New York State law will be amended to conform with the minimum requirements of such law.

Refer to the master policy for a complete list of policy provisions.

Important Notice: This information is a brief description of the benefits and features of the Group, Blanket Accident insurance, **Form #PI-AH-BL-001 (NY)** underwritten by Philadelphia Indemnity Insurance Company. It is not a contract. Full terms and conditions of coverage, including effective dates of coverage, benefits, limitations, and exclusions, are set forth on your policy form. Any policy Philadelphia Indemnity Insurance Company offers to issue will be subject to the laws of the jurisdiction in which it is issued. Philadelphia Indemnity Insurance Company may (1) not be able to offer this coverage in all states and (2) elect at its sole discretion not to offer or quote any specific benefit amount or risk. Please contact Philadelphia Insurance Companies at AH@phly.com or 800.734.9326 to confirm product availability.



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Program Highlights

Accident Medical Expense Benefit Maximum - \$100,000
for U&C expenses
Deductible - \$0
Benefit Period - 52 weeks
Policy Type - Primary or Full Excess

Accidental Death Benefit - \$25,000
Accidental Dismemberment Benefit Maximum - \$50,000
Accidental Paralysis Benefit Maximum - \$50,000
AD&D and Paralysis Aggregate, - \$500,000 per Accident

Customer Information

Name of Customer
Phone Number
Address
City, State, Zip

Contact
E-mail Address

Agent Information

Agency
Phone Number
Address
City, State, Zip

Agency Contact Name
E-mail Address
PHLY Producer Number

Participant Information

Requested effective date
Do you currently have accident coverage?

Number of enrolled participants
Yes No

If yes, provide a copy of your current policy's schedule page along with the last 3 years of premium and loss history.

Policy Type and Total Annual Premium

The below rates are annual rates per Covered Person. Only one coverage option should be selected

	Primary Coverage	Full Excess Coverage
Under 50 Covered Persons	\$7.76	\$3.88
50 or More Covered Persons	\$7.16	\$3.58

Minimum Premium of \$300 applies. Minimum only applies if the rate times the number of participants is less than \$300. Minimum Policy Premium is fully earned and non-refundable. This program is available for customers with up to 750 participants. Please e-mail AH@phly.com for a quote if the customer has more than 750 participants.

APPLICABLE IN NEW YORK: ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION, OR CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME, AND SHALL ALSO BE SUBJECT TO A CIVIL PENALTY NOT TO EXCEED FIVE THOUSAND DOLLARS AND THE STATED VALUE OF THE CLAIM FOR EACH SUCH VIOLATION.

Signature

I have read the Accident Insurance Program brochure. The information on this form is true and complete to the best of my knowledge. I understand that coverage will not go into effect until this form is received and accepted by underwriting.

Form completed by _____
Signature _____
Date _____

Title

To obtain coverage, please return form to: AH@phly.com

Philadelphia Insurance Company
500 Mamaroneck Ave, Suite #402, Harrison, NY 10528
Phone: 800.734.9326



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