



ACCIDENT & HEALTH DIVISION
3300 Business Park Drive
Stevens Point, WI 54482
Direct Dial: 1-877-804-2269
Fax #: 715-345-0522

July 12, 2011

Valley Forge Benefits Consulting
270 W. Lancaster Ave. Building A
Malvern, PA 19355

Re: Brandywine School District Policy # 9523933

Attached please find copies of the Policy for the above captioned Policyholders.

Please be advised that if the policyholder wishes to distribute any Summary Plan Description, brochure, booklet, or written text describing the policy to its employees or participants, it must be wording that has been approved by Chartis. If any discrepancies exist between the coverage provided by our policy and any written material distributed by the policyholder to their employees, and we were not given the opportunity to review and approve such material, the policyholder may be responsible for any claims arising as a result of such discrepancies if not otherwise covered by the policy. We thank you in advance for your cooperation and trust that you will instruct all policyholders to act accordingly.

If you have any questions or concerns, please feel free to give me a call toll free at 877-804-2269.

Sincerely,

Jalayne Lanphear
Small Business Underwriting Assistant
3300 Business Park Drive
Stevens Point, WI 54482
Direct- 715-343-4467
Toll - 877-804-2269 Ext 18012
Email- Jalayne.Lanphear@chartisinsurance.com

NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

Executive Offices: 175 Water Street, 18th Floor, New York, NY 10038

(212) 458-5000

(a capital stock company, herein referred to as the Company)

MASTER APPLICATION FOR GROUP VISION INSURANCE POLICY

Application is hereby made for a plan of vision insurance based on the following statements and representations:

1. Identification of Policyholder:

Name of Policyholder: Brandywine School District

Address of Policyholder: 1000 Pennsylvania Avenue, Claymont, DE 19703-1237

Type of Business or Purpose of Organization: School District

Policy Number: VCP 9523933

2. Identification of Vision Benefit Manager:

Name of Vision Benefit Manager: National Vision Administrators LLC

Address of Plan Administrator: 1200 Route 46 West Clifton, NJ 07013

3. Classification of Eligible Persons:

Class	Description of Class
1	All active full-time employees of Brandywine School District under 84 years of age, after satisfying any waiting period, working a minimum of 10 hours per week
2	All Eligible Spouses under 84 years of age and Eligible Dependent Children of Class 1 Insureds

Eligible Spouse - as used above, means the Insured's legal spouse.

Eligible Dependent Children - as used above, means the Insured's unmarried children, including natural children from the moment of birth, step, foster or adopted children from the moment of placement in the home of the Insured, under age 21 (24 if attending an accredited institution of higher learning on a full time basis) and primarily dependent on the Insured for support and maintenance.

Any unmarried Eligible Dependent Children of the Insured covered under the Policy before reaching the age limit specified above, who are incapable of self-sustaining employment by reason of mental or physical incapacity, and who are primarily dependent on the Insured for support and maintenance, may continue to be eligible under the Policy beyond that age limit for as long as the Policy is in force, but only if You and they remain continuously covered under the Policy. The Company may request that the Insured submit satisfactory proof of the Eligible Dependent Child(ren)'s incapacity and dependency to the Company within 31 days after the Eligible Dependent Child(ren) reach the age limit specified above. If the Insured fails to furnish the requested proof within 31 days, coverage for the Eligible Dependent Child(ren) will not be extended past the age limit. If coverage is extended, the Company may request that the Insured submit satisfactory proof of the Eligible Dependent Child(ren)'s continued incapacity and dependency to the Company once every two years after the initial request. If the Insured fails to furnish the requested proof within 31 days of the request, coverage for the Eligible Dependent Child(ren) will terminate at the end of that 31-day period.

Continuation of Eligibility. If premium payments are continued on a basis that precludes individual selection, an Insured under 84 years of age who ceases to be a member of any eligible class of persons as described above may still be regarded as in an eligible class of persons as follows: (1) if the Insured is on temporary lay-off or leave of absence (other than an authorized family or medical leave), for the full period of the lay-off or leave, but not for more than three months in a row; or (2) if the Insured is absent from work due to an authorized family or medical leave, for the full period of the leave, but not for more than three months in a row unless a longer period is agreed to by the Company and the Policyholder.

4. **Policy Coverage:**

A. **Benefit Schedule:**
CLASS(ES) 1 and 2

Vision Examination Benefit	<u> X </u> Provided	<u> </u> Not Provided
Benefit Copay Amount	\$0	
Applies to Participating Provider Benefit only		
Benefit Frequency	Once Every Plan Year	
Participating Provider Maximum Benefit	100%	
Non-Participating Provider Maximum Benefit	\$35	

Standard Eyeglass Lenses Benefit	<u> X </u> Provided	<u> </u> Not Provided
Benefit Copay Amount	\$0	
Applies to Participating Provider Benefit only		
Benefit Frequency	Once Every Plan Year	
Single Vision		
Participating Provider Maximum Benefit	100%	
Non-Participating Provider Maximum Benefit	\$40	
Bifocal		
Participating Provider Maximum Benefit	100%	
Non-Participating Provider Maximum Benefit	\$50	
Trifocal		
Participating Provider Maximum Benefit	100%	
Non-Participating Provider Maximum Benefit	\$75	
Lenticular		
Participating Provider Maximum Benefit	100%	
Non-Participating Provider Maximum Benefit	\$100	
Progressive Addition		
Participating Provider Maximum Benefit	100%	
¹ Non-Participating Provider Maximum Benefit	\$76	
Anti-Reflective Coatings (Standard)		
Participating Provider Maximum Benefit	100%	
Non-Participating Provider Maximum Benefit	N/A	

Fashion Gradient Tint
Participating Provider Maximum Benefit 100%
Non-Participating Provider Maximum Benefit N/A

High Index
Participating Provider Maximum Benefit 100%
Non-Participating Provider Maximum Benefit N/A

Scratch-Resistant Coating (Standard)
Participating Provider Maximum Benefit 100%
Non-Participating Provider Maximum Benefit N/A

Solid Tints
Participating Provider Maximum Benefit 100%
Non-Participating Provider Maximum Benefit N/A

UV Coatings
Participating Provider Maximum Benefit 100%
Non-Participating Provider Maximum Benefit N/A

Photochromic
Participating Provider Maximum Benefit 100%
Non-Participating Provider Maximum Benefit N/A

Polycarbonate Lenses
Participating Provider Maximum Benefit 100%
Non-Participating Provider Maximum Benefit N/A

Transitions
Participating Provider Maximum Benefit 100%
Non-Participating Provider Maximum Benefit N/A

Blended Bifocal (Segment)
Participating Provider Maximum Benefit 100%
Non-Participating Provider Maximum Benefit N/A

Eyeglass Frame Benefit X Provided Not Provided

Benefit Frequency Once Every Plan Year

²Participating Provider Maximum Benefit \$190 Retail Allowance
Non-Participating Provider Maximum Benefit \$60

³**Contact Lenses Benefit** X Provided Not Provided
In lieu of Standard Eyeglass Lenses Benefit and Eyeglass Frames Benefit X Yes No

Benefit Frequency Once Every Plan Year

Standard Correction

⁴Participating Provider Maximum Benefit \$190 Retail Allowance
Non-Participating Provider Maximum Benefit \$190

⁵Sub-Normal Optical Correction

Participating Provider Maximum Benefit 100%
Non-Participating Provider Maximum Benefit \$250

¹Out of Network reimbursement for Progressives includes the standard lenses allowance.

²20% discount off remaining balance over the retail allowance. Discount does not apply at Wal-Mart/Sam's Club locations.

³Fitting & Follow-Up Fees are deducted from the Contact Lens Allowance shown above unless otherwise specified.

⁴15% discount for Conventional or 10% discount for Disposable off remaining balance over retail allowance. Discount does not apply at Wal-Mart/Sam's Club locations, Cole corporate locations (if applicable) or Contact Fill.

⁵Prior Authorization Required from NVA.

NOTE: If covered participants choose extra options, they are responsible for the additional cost of the options paid directly to the provider.

B. The following Riders are attached to and made part of the Policy as of the Policy Effective Date. Each Rider is subject to all provisions, limitations and exclusions of the Policy that are not specifically modified by the Rider.

CLASS(ES)	2
FORM NO.	DESCRIPTION
C22441DBG	Family Coverage Rider
89644 (7/05)	Coverage Territory Endorsement

5. **Premiums:**

It is hereby agreed and understood that the premium rate is as follows for each class described above:

Class	Premium
Employee Only Coverage	\$11.84 per month
Employee + Dependent Child(ren)	\$20.08 per month
Employee + Spouse	\$22.14 per month
Employee + Spouse + Dependent Child(ren)	\$30.80 per month

Such premiums are due and payable in the following manner: Monthly

The Policyholder agrees to pay, in advance, the required premium for these coverages.

6. **Coverage Effective Date:**

Subject to the Policy provisions regarding the effective date of coverage for individuals, insurance will become effective as to each eligible person for whom enrollment has been received by the Policyholder, if applicable, and for whom premium has been paid on the following date:
July 1, 2011 for current employees and the first of the month following or coinciding with the date of hire for new employees.

A change in coverage due to a change in the eligible person's election of benefits will become effective on the latest of the following dates: (1) if individual enrollment for the change is required, the date the written enrollment form requesting the change is received by the Policyholder; (2) if the change requires a change in premium, the date the first changed premium is paid when due. A change in coverage applies only with respect to losses that occur on or after the effective date of the change.

- 7. **Policy Effective Date:** July 1, 2011
- 8. **Policy Termination Date:** July 1, 2015

Signed for the Policyholder

Title

Date

Signed by Licensed Resident Agent
(Where Required by Law)

NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

Executive Offices: 175 Water Street, 18th Floor, New York, NY 10038

(212) 458-5000

(a capital stock company, herein referred to as the Company)

Policyholder: Brandywine School District
Policy Number: VCP 9523933

GROUP VISION INSURANCE POLICY

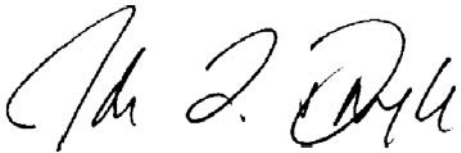
This Policy is a legal contract between the Policyholder and the Company. The Company agrees to insure eligible persons of the Policyholder (herein called Insured Person(s)) against loss covered by this Policy subject to its provisions, limitations and exclusions. The persons eligible to be Insured Persons are all persons described in the Classification of Eligible Persons section of the Master Application.

This Policy is issued in consideration of the payment of the required premium when due and the statements set forth in the signed Master Application, which is attached to and made part of this Policy, and in the individual enrollment forms, if any.

This Policy begins on the Policy Effective Date shown in the Master Application and continues in effect until the Policy Termination Date as long as premiums are paid when due, unless otherwise terminated as further provided in this Policy. If this Policy is terminated, insurance ends on the date to which premiums have been paid. After the Policy Termination Date, this Policy may be renewed for additional periods of time by mutual written consent of the Company and the Policyholder at the premium rates in effect at the time of renewal.

This Policy is governed by the laws of the state in which it is delivered.

The President and Secretary of National Union Fire Insurance Company of Pittsburgh, PA witness this Policy:



President



Secretary

PLEASE READ THIS POLICY CAREFULLY.

Non-Participating Policy

TABLE OF CONTENTS

Definitions 3

Policy Effective and Termination Dates 4

Insured's Effective and Termination Dates 4

Premium..... 4

Benefits 5

 Vision Examination Benefit 5

 Standard Eyeglass Lenses Benefit 5

 Eyeglass Frame Benefit 5

 Contact Lenses Benefit 5

Limitations 7

Exclusions 7

Claims Provisions 8

General Provisions..... 8

DEFINITIONS

Copay Amount means an Insured Person's share of costs, paid to the Participating Provider at the time services are rendered. Copay Amounts that apply to the various vision benefits are listed in the Benefit Schedule.

Date of Service - means the calendar date on which a specific service was provided or materials were ordered, which are payable under this Policy.

Insured - means a person: (1) who is a member of an eligible class of persons as described in the Classification of Eligible Persons section of the Master Application; (2) who has enrolled for coverage under this Policy, if required; (3) for whom premium has been paid; and (4) while covered under this Policy. However, an Insured does not include any person covered under this Policy solely as an Insured Dependent as defined in the Family Coverage Rider.

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

Insured Person - means an Insured or an Insured Dependent as defined in the Family Coverage Rider.

Ophthalmologist - means a person who is licensed by the state in which he or she practices as a Doctor of Medicine or Osteopathy and is qualified to practice within the medical specialty of ophthalmology, who is not: 1) the Insured Person; 2) an Immediate Family Member; or 3) retained by the Policyholder.

Optically Necessary/Optical Necessity - means a prescription or a change of prescription is required to correct visual function.

Optician - means a person or business licensed by the state in which services are rendered to manufacture, grind and/or dispense lenses and frames prescribed by either an Optometrist or an Ophthalmologist, who is not: 1) the Insured Person; 2) an Immediate Family Member; or 3) retained by the Policyholder.

Optometrist - means a person licensed to practice optometry as defined by the laws of the state in which his or her services are rendered, who is not: 1) the Insured Person; 2) an Immediate Family Member; or 3) retained by the Policyholder.

Participating Ophthalmologist - means an Ophthalmologist who is a Participating Provider.

Participating Optometrist - means an Optometrist who is a Participating Provider.

Participating Provider - means an Ophthalmologist, Optician or Optometrist who has elected to enter into a contract with the Vision Benefit Manager and who is listed in the Participating Provider Directory.

Standard Lenses - means any size lenses manufactured from glass or plastic, or polycarbonate which are optically clear photochromic or photosensitive or have a solid color tint; standard multifocal lenses include segments through flat top 35 for plastic bifocal and lenticular lenses, glass trifocals through flat top 28 and plastic trifocals through flat top 35.

Sub-Normal Optical Correction - means vision is not correctable to better than 20/70 in the better eye by the use of conventional lenses.

Sub-Normal Visual Aids - means devices (optical and non-optical) to assist individuals who are partially sighted.

Vision Benefit Manager - means the entity which will provide complete service and facilities for the writing and servicing of this Policy as agreed to in a contract between the Vision Benefit Manager and the Company.

Vision Examination - means an examination of principal vision functions. A Vision Examination includes but is not limited to, case history, examination for pathology or anomalies, job visual analysis, refraction, visual field testing and tonometry, if indicated. The exam will be consistent with the community standards, rules and regulations of the jurisdiction in which the provider practice is located.

POLICY EFFECTIVE AND TERMINATION DATES

Effective Date. This Policy begins on the Policy Effective Date shown in the Master Application at 12:01 AM Standard Time at the address of the Policyholder where this Policy is delivered.

Termination Date. Either the Company or the Policyholder may terminate this Policy on any premium due date by giving 30 days advance written notice to the other party. This Policy may also, at any time, be terminated by mutual written consent of the Company and the Policyholder. This Policy terminates automatically on the earlier of: 1) the Policy Termination Date shown in the Master Application; or 2) the premium due date if premiums are not paid when due. Termination takes effect at 12:01 AM Standard Time at the Policyholder's address on the date of termination.

INSURED'S EFFECTIVE AND TERMINATION DATES

Effective Date. An Insured's coverage under this Policy begins on the latest of: (1) the Policy Effective Date; (2) the date the first premium for the Insured's coverage is paid in accordance with the Premiums section of the Master Application; (3) if individual enrollment is required, the date written enrollment is received by the Policyholder; (4) the date the person becomes a member of an eligible class of persons as described in the Classification of Eligible Persons section of the Master Application; or (5) the Coverage Effective Date described in the Master Application.

Termination Date. An Insured's coverage under this Policy ends on the earliest of: (1) the date this Policy is terminated; (2) the premium due date if premiums are not paid when due, subject to the Grace Period provision; (3) the date the Insured requests, in writing, that his or her coverage be terminated; or (4) the date the Insured ceases to be a member of any eligible class(es) of persons as described in the Classification of Eligible Persons section of the Master Application.

If the Insured voluntarily elects to terminate coverage, the Insured will not be eligible to re-enroll for 24 months from the next Policy anniversary date.

Termination of coverage will not affect a claim for a covered loss that occurred while the Insured's coverage was in force under this Policy.

PREMIUM

Premiums. Premiums are payable to the Company at the rates and in the manner described in the Premiums section of the Master Application. The Company may change the required premiums due on any premium due date, as measured annually from the Policy Effective Date, by giving the Policyholder at least 31 days advance written notice. The Company may change the required premiums as a condition of any renewal of this Policy. The Company may also change the required premiums at any time when any coverage change affecting premiums is made in this Policy.

Grace Period. A Grace Period of 31 days will be provided for the payment of any premium due after the first. This Policy will not be terminated for nonpayment of premium during the Grace Period if the Policyholder pays

all premiums due by the last day of the Grace Period. This Policy will terminate on the last day of the period for which all premiums have been paid if the Policyholder fails to pay all premiums due by the last day of the Grace Period.

If the Company expressly agrees to accept late payment of a premium without terminating this Policy, the Company does so in accordance with the Noncompliance with Policy Requirements provision of the General Provisions section. In such case, the Policyholder will be liable to the Company for any unpaid premiums for the time this Policy is in force, plus all costs and expenses (including, but not limited to, reasonable attorney fees, collection fees and court costs) incurred by the Company in the collection of all overdue amounts.

No grace period will be provided if the Company receives notice to terminate this Policy prior to a premium due date.

VISION BENEFITS

The amount of Vision Benefits payable hereunder and the manner of payment is determined by whether the Insured Person utilizes the services of a Participating Provider or a non-Participating Provider.

The Insured will receive a program identification card or cards for use while covered under this Policy. The Policyholder shall submit, to the Vision Benefit Manager, on a monthly basis, a list of all Insured Persons. When the Insured Person incurs the services of a Participating Provider, such Insured Person may be required to present the Insured's program identification card to the Participating Provider. The Participating Provider will submit the information on the program identification card electronically and may: (1) verify eligibility; and (2) notify the Insured Person of any out-of-pocket expenses.

If the Insured Person incurs the services of a non-Participating Provider, such Insured Person will be required to pay the full cost of such services at the time of the purchase.

Vision Examination Benefit. If an Insured Person incurs expenses for a Vision Examination, the Company will pay such expenses up to the applicable Vision Examination Maximum Benefit shown in the Master Application, subject to the Exclusions, provided: 1) such expenses were incurred while the Insured Person was covered under this Policy; and 2) the Insured Person has paid any applicable Copay, as shown in the Master Application. Benefits will be payable at the Vision Examination Benefit Frequency shown in the Master Application.

Standard Eyeglass Lenses Benefit. If an Insured Person incurs expenses for Standard Lenses, the Company will pay such expenses up to the Standard Eyeglass Lenses Maximum Benefit shown in the Master Application subject to the Exclusions, provided: 1) such expenses were incurred while the Insured Person was covered under this Policy; and 2) the Insured Person has paid any applicable Copay, as shown in the Master Application. Benefits will be payable at the Standard Eyeglass Lenses Benefit Frequency shown in the Master Application.

Eyeglass Frame Benefit. If an Insured Person incurs expenses for eyeglass frames, the Company will pay such expenses up to the applicable Eyeglass Frame Maximum Benefit shown in the Master Application, subject to the Exclusions, provided: 1) such expenses were incurred while the Insured Person was covered under this Policy; and 2) the Insured Person has paid any applicable Copay, as shown in the Master Application. Benefits will be payable at the Eyeglass Frame Benefit Frequency shown in the Master Application.

Contact Lenses Benefit. If an Insured Person incurs expenses for a contact lenses, the Company will pay such expenses up to the applicable Contact Lenses Maximum Benefit shown in the Master Application, subject to the Exclusions, provided: 1) such expenses were incurred while the Insured Person was covered for the applicable optical correction type under this Policy; and 2) the Insured Person has paid any applicable Copay, as shown in the Master Application.

In addition to the above, benefits will not be payable for expenses incurred for Sub Normal Optical Correction, unless: 1) the Participating or non-Participating Provider of such services, makes a request, in writing, to the Vision Benefit Manager that a special contact lens or lenses is necessary to achieve the best possible correction for the Insured Person; and 2) the Vision Benefit Manager, upon review of such request, approves the request. Benefits will be payable at the Contact Lenses Benefit Frequency shown in the Master Application.

LIMITATIONS

If the Contact Lenses Benefit is payable in lieu of the Standard Eyeglass Lenses Benefit and the Eyeglass Frame Benefit, an Insured Person shall be eligible to receive benefits under the Standard Eyeglass Lenses Benefit or the Eyeglass Frame Benefit only after the Contact Lenses Benefit Frequency has ended.

If the Standard Eyeglass Lenses Benefit and the Eyeglass Frame Benefit is payable in lieu of the Contact Lenses Benefit, an Insured Person shall be eligible to receive benefits under the Contact Lenses Benefit only after the Standard Eyeglass Lenses Benefit and the Eyeglass Frame Benefit Frequency has ended.

EXCLUSIONS

Benefits will not be payable under this Policy for expenses incurred for:

1. professional services and/or materials in connection with:
 - a) no line lenses.
 - b) compensated or special multi-focal lenses.
 - c) plain (non-prescription) lenses.
 - d) Subnormal Visual Aids.
 - e) orthoptics, vision training and developmental vision procedures.
2. broken, lost or stolen lenses, contact lenses or frames.
3. medical or surgical treatment of the eye, unless such treatment is performed during a Vision Examination, subject to the applicable Vision Examination Maximum Benefit shown in the Master Application.
4. services or materials which are payable under any Worker's Compensation Act or similar law or any public program other than Medicaid.
5. services or materials rendered by a provider other than an Ophthalmologist, Optometrist, or Optician acting within the scope of his or her license.
6. any additional service required outside basic vision analyses for contact lenses.
7. vision examination for vision materials that may be required as a condition of employment, including but not limited to industrial or safety glasses.
8. services rendered after the date an Insured Person ceases to be covered under this Policy, except when vision materials ordered before coverage ended are delivered and the services rendered to the Insured Person within 31 days from the date of such order.
9. services rendered or materials ordered before the date coverage began under this Policy.

Regardless of Optical Necessity, benefits are not available more frequently than that which is specified in the Master Application.

CLAIMS PROVISIONS

Proof of Claim. Proof of claim for expenses incurred for charges made by a non-Participating Provider, for benefits payable under this Policy, must be furnished to the Vision Benefit Manager within 90 days after the Date of Service. Failure to furnish proof within the time required neither invalidates nor reduces any claim if it was not reasonably possible to give proof within such time, provided such proof is furnished as soon as reasonably possible and in no event, except in the absence of legal capacity of the claimant, later than one year from the time proof is otherwise required. Proof of Claim for charges made by a Participating Provider, for benefits payable under this Policy, will be made by the Participating Provider on the Insured Person's behalf.

Payment of Claims. Payment for charges made by a Participating Provider, which are payable under this Policy, will be made directly to the Participating Provider. Payment for expenses incurred by the Insured Person for charges made by a non-Participating Provider, which are payable under this Policy, will be made to the Insured Person.

Filing a Claim. If the Insured Person incurs expenses for benefits payable under this Policy from a Participating Provider, he or she will pay: (1) the difference in cost at the time of the purchase, between the maximum allowable benefit and the cost for such purchase; and (2) any applicable Copay, as shown in the Master Application. No claim form will need to be filed.

If the Insured Person incurs expenses for benefits payable under this Policy from a non-Participating Provider, he or she will be required to pay the full cost at the time of the purchase. The Insured Person must submit a Proof of Claim consisting of: (1) an itemized receipt from the non-Participating Provider; (2) the Date of Service; (3) the name of the non-Participating Provider; (4) the charges incurred from such non-Participating Provider; and (5) the name of the Insured Person on whose behalf the charges were incurred to the Vision Benefit Manager in order to be reimbursed for the amount payable under this Policy. The receipt should also include the Policyholder's name and the Policy number.

Any payment the Vision Benefit Manager makes in good faith fully discharges the Company's liability to the extent of the payment made.

Time of Payment of Claims. Benefits payable under this Policy will be paid immediately upon the Vision Benefit Manager's receipt of due written proof of the claim.

GENERAL PROVISIONS

Entire Contract; Changes. This Policy, the Master Application, and any attached papers make up the entire contract between the Policyholder and the Company. In the absence of fraud, all statements made by the Policyholder or any Insured Person will be considered representations and not warranties. No written statement made by an Insured Person will be used in any contest unless a copy of the statement is furnished to the Insured Person or his or her beneficiary or personal representative.

No change in this Policy will be valid until approved by an officer of the Company. The approval must be noted on or attached to this Policy. No agent may change this Policy or waive any of its provisions.

Incontestability. The validity of this Policy will not be contested after it has been in force for two year(s) from the Policy Effective Date, except for nonpayment of premiums.

After an Insured Person has been insured under this Policy for two year(s) during his lifetime, no statement made by the Insured Person, except a fraudulent one, will be used to contest a claim under this Policy. The Company may only contest coverage if the misstatement is made in a written instrument signed by the Insured Person and a copy is given to the Policyholder, the Insured Person or his or her beneficiary or designated representative.

Certificates of Insurance. The Company will provide certificates of insurance or description of coverage for delivery to each Insured describing the coverage provided, any limitations, reductions, and exclusions applicable to the coverage, and to whom benefits will be paid.

Legal Actions. No action at law or in equity may be brought to recover on this Policy prior to the expiration of 60 days after written proof of claim has been furnished in accordance with the requirements of this Policy. No such action may be brought after the expiration of three years after the time written proof of claim, extending from the Date of Service, is required to be furnished.

Noncompliance with Policy Requirements. Any express waiver by the Company of any requirements of this Policy will not constitute a continuing waiver of such requirements. Any failure by the Company to insist upon compliance with any Policy provision will not operate as a waiver or amendment of that provision.

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 this Policy is delivered is hereby amended to conform to the minimum requirements of those statutes.

Workers' Compensation. This Policy is not in lieu of and does not affect any requirements for coverage by any Workers' Compensation Act or similar law.

Clerical Error. Clerical error, whether by the Policyholder or the Company, will not void the insurance of any Insured Person if that insurance would otherwise have been in effect nor extend the insurance of any Insured Person if that insurance would otherwise have ended or been reduced as provided in this Policy.

Records. The Company has the right to inspect at any reasonable time, any records of the Policyholder that may have a bearing on this insurance.

Assignment. This Policy is non-assignable. An Insured may not assign any of his or her rights, privileges or benefits under this Policy.

New Entrants. This Policy will allow from time to time, that new eligible Insured Persons of the Policyholder be added to the class(es) of Insured Persons originally insured under this Policy.

Misstatement of Age. If premiums for the Insured Person are based on age and the Insured Person's age has been misstated, there will be a fair adjustment of premiums based on the true age. If the benefits for which the Insured Person is insured are based on age and the Insured Person's age has been misstated, there will be an adjustment of benefits based on the true age. The Company may require satisfactory proof of age before paying any claim.

Non-Participating. The Policyholder does not participate in the Company's surplus earnings.

NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

Executive Offices: 175 Water Street, 18th Floor, New York, NY 10038

(212) 458-5000

(a capital stock company, herein referred to as the Company)

Policyholder: Brandywine School District

Policy Number: VCP 9523933

FAMILY COVERAGE RIDER

This Rider is attached to and made part of the Policy as of the Policy Effective Date shown in the Policy's Master Application. It is subject to all of the provisions, limitations and exclusions of the Policy except as they are specifically modified by this Rider

Insured Dependent's Effective Date. An Insured Dependent's coverage under the Policy begins on the latest of: (1) the date the Insured's coverage under the Policy begins (or the date this Rider becomes effective, if later); (2) the date the first premium for the Insured Dependent's coverage is paid when due; (3) if individual enrollment is required, the date the Insured enrolls the dependent for Family Coverage except if the Insured does not enroll within 31 days after the date the dependent becomes eligible, the Insured must wait until the next open enrollment period of the Policyholder to enroll the dependent; (4) the date the person becomes a member of any eligible class of persons as described in the Classification of Eligible Persons section of the Master Application; or (5) the Coverage Effective Date described in the Master Application.

If a husband and wife are both eligible to enroll for coverage under the Policy, one, but not both, may purchase Family Coverage. The other spouse may elect single coverage only.

Insured Dependent's Termination Date. An Insured Dependent's coverage under the Policy ends on the earliest of: (1) the date the Insured's coverage under the Policy ends; (2) the premium due date if premiums for the Insured Dependent are not paid when due; (3) the date the Insured requests, in writing, that coverage for the Insured Dependent be terminated; or (4) the date the Insured Dependent ceases to be a member of any eligible class of persons as described in the Classification of Eligible Persons section of the Master Application.

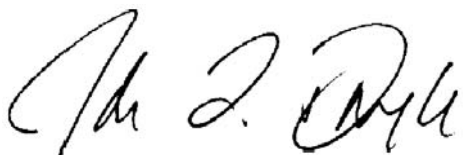
Insured Dependent's Beneficiary. The Insured Dependent's beneficiary is the Insured.

Insured Dependent Child - means the Insured's Eligible Dependent Child as described in the Classification of Eligible Persons section of the Master Application: (1) whom the Insured has elected to cover under the Policy; (2) for whom premium has been paid; and (3) while covered under the Policy.

Insured Dependent - means an Insured Spouse or an Insured Dependent Child.

Insured Spouse - means the Insured's Eligible Spouse as described in the Classification of Eligible Persons section of the Master Application: (1) whom the Insured has elected to cover under the Policy; (2) for whom premium has been paid; and (3) while covered under the Policy.

The President and Secretary of National Union Fire Insurance Company of Pittsburgh, Pa. witness this Rider:



President



Secretary

Domestic Accident & Health Division

HIPAA Privacy Notice

Administrative Offices
175 Water St. 17th Floor
New York, NY 10038

THIS NOTICE DESCRIBES HOW MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION.

PLEASE REVIEW IT CAREFULLY.

Our Duties

By law, the Domestic Accident & Health Division of Chartis U.S. listed below is required to maintain the privacy of protected health information and to provide you with notice of our legal duties and privacy practices with respect to protected health information. "Protected health information" includes any identifiable information that we obtain from you or others that relates to your physical or mental health, the health care you have received, or payment for your health care.

We are required to abide by the terms of this notice currently in effect. We reserve the right to change the terms of this notice and to make the new notice provisions effective for all protected health information that we maintain. In the event we revise the notice, we will provide you with a revised notice by mail.

Your Individual Rights

With respect to protected health information, you have the following rights:

1. The right to request restrictions on certain uses and disclosures of protected health information including the uses and disclosures listed in this notice and permitted disclosures. However, we are not required to agree to a requested restriction;
2. The right to reasonably request to receive confidential communications of protected health information by alternative means or at alternative locations;
3. The right to inspect and copy your protected health information in our records, except for:
 - psychotherapy notes;
 - information compiled in reasonable anticipation of, or for use in, a civil, criminal, or administrative action or proceeding;
 - protected health information that is subject to a law prohibiting access to that information; or
 - if the protected health information was obtained from someone other than us under a promise of confidentiality and the access requested would be reasonably likely to reveal the source of the information.

We may also deny your request to inspect and copy your protected health information if:

- a licensed health care professional has determined that the access requested is reasonably likely to endanger your life or physical safety or the life or physical safety of another person;
- the protected health information makes reference to another person and a health care professional has determined that the access requested is reasonably likely to cause substantial harm to such other person; or
- a licensed health care professional has determined that the access requested by your personal representative is reasonably likely to cause substantial harm to you or another person.

If we deny access on one of the above three grounds, you have the right to have the denial reviewed in accordance with applicable law.

4. The right to amend your protected health information contained in our records. However, if the information was not created by us, is not part of our medical or billing records, is not available for inspection, or the information is accurate and complete, we are not required to amend the information;

AIG Casualty Company; American Home Assurance Company; American International South Insurance Company; Audubon Insurance Company; Commerce and Industry Insurance Company; Granite State Insurance Company; Illinois National Insurance Co.; National Union Fire Insurance Company of Pittsburgh, Pa.; New Hampshire Insurance Company; The Insurance Company of the State of Pennsylvania; AIG Excess Liability Insurance Company Ltd.; American International Specialty Lines Insurance Company; Landmark Insurance Company; Lexington Insurance Company; National Union Fire Insurance Company of Vermont, other member companies of Chartis U.S., and American International Life Assurance Company of New York and AIG Life Insurance Company.

5. The right to receive an accounting of disclosures of protected health information made by us in the six years prior to the date on which the accounting is requested, except for disclosures:
- to carry out payment and health care operations as provided below;
 - for notification purposes, as provided by law;
 - for national security or intelligence purposes, as provided by law;
 - to correctional institutions or law enforcement officials, as provided by law; or
 - that occurred prior to April 14, 2003; and
6. The right to obtain a paper copy of this notice upon request if you are viewing this notice electronically.

Uses and Disclosures of Protected Health Information

Under Federal law, we are permitted to use and disclose protected health information for the purposes of treatment, payment, and health care operations.

- **Treatment.** We do not provide treatment.
- **Payment.** Payment refers to activities involving collection of premium and payment of claims. Examples of uses and disclosures under this section include (1) sharing protected health information with other insurers to determine coordination of benefits, the administration of claims, determining coverage, and providing benefits; and (2) sharing protected health information with third party administrators for the processing of claims.
- **Operations.** Operations refers to the business functions necessary for us to operate, such as quality assurance activities, audits, and complaint responses. Examples of uses and disclosures under this section include (1) using protected health information for the purpose of underwriting and calculating premium rates, (2) using protected health information to perform legal, actuarial, and auditing services, (3) disclosing protected health information when responding to complaints, and (4) use of protected health information for general data analysis and long term management and planning.

We may also use or disclose your protected health information for other purposes permitted or required by law, including the following:

- to you, as the covered individual;
- to a personal representative designated by you to receive protected health information or a personal representative designated by law such as the parent or legal guardian of child, or the surviving family members or representative of the estate of a deceased individual;
- to the Secretary of Health and Human Services, or any employee thereof, as part of an investigation to determine our compliance with the HIPAA Privacy Rules;
- to a business associate as part of a contracted agreement to perform services for the group health plan;
- to a health oversight agency, such as the Insurance Commissioner's Office, to respond to inquiries or investigations of the plan, requests to audit the plan, or to obtain necessary licenses;
- in response to a court order, subpoena, discovery request or other lawful judicial or administrative proceeding;
- as required by law enforcement purposes;
- as required to comply with Workers' Compensation or other similar programs established by law.

The examples of permitted uses and disclosures listed above are not provided as an all inclusive list of the ways in which protected health information may be used. They are provided to describe in general the types of uses and disclosures that may be made.

Other uses and disclosures of your protected health information may be made only with your written authorization unless otherwise permitted or required by law. You may revoke such authorization at any time by providing written notice to us that you wish to revoke an authorization. We will honor a request to revoke as of the day it is received and to the extent that we have not already used or disclosed your protected health information in good faith with the authorization.

Complaints Regarding Your Privacy Rights

If you believe your privacy rights have been violated, you may complain to the Secretary of Health and Human Services or you may file a complaint with us. Address your complaint to HIPAA Privacy Officer, 175 Water Street 17th Floor, New York, NY 10038. You will not be retaliated against by us for filing a complaint.

Contact Us

For further information regarding any matter covered by this notice, contact HIPAA Privacy Officer, Administrative Offices, 175 Water Street 17th Floor, New York, NY 10038 or at 1-212-458-7081.

Effective Date

This notice becomes effective on April 14, 2003.

Chartis U.S.

Privacy and Data Security Notice

I. Your Privacy

In the course of conducting business, we collect information about you in order to properly service the products we sell to you. Accordingly, Chartis U.S. has established practices, procedures and system protections that are designed to help protect the privacy and security of your information.

About This Notice

The term “Personal Information,” as used in this Privacy and Data Security Notice, means information that identifies you, our Customer, personally. Examples of Personal Information include a first and last name, a home or other physical address, an email address, a credit card number, a driver’s license number, or information on your physical condition or health status.

This Privacy and Data Security Notice outlines how we collect, handle, and disclose Personal Information about you. It applies only to your Personal Information obtained by the Companies listed at the end of this Notice, in connection with products or services with which you received this Notice which are primarily for personal, family, or household purposes in the United States.

Information Collection

We may collect Personal Information about you from applications, enrollment forms, your other interactions with us, our Affiliates, and when we process claims or other transactions in connection with the underwriting process. We may also collect Personal Information about you from credit reporting agencies and other third parties in connection with the sale of our products to you.

We will collect Personal Information about you only in accordance with applicable laws or regulations or in response to your request for a product or service from us.

Information Sharing

We may share your Personal Information with Affiliates and Non-Affiliates as described below.

With our Affiliates: We may share customer information with our Affiliates. Our Affiliates may include other insurance companies, insurance holding companies, insurance agents and agencies, claims administrators, marketing companies, e-commerce service providers, and companies providing administrative services.

- We may share your Personal Information with our Affiliates that assist us in servicing your insurance policies. Examples are administration (billing and collections), risk management, underwriting, and claims handling. We may also share your Personal Information with our Affiliates for the purpose of detecting and preventing fraud, as directed or authorized by you, or as otherwise permitted or required by law.
- We will not share your Personal Information that is of a financial nature with our Affiliates for marketing purposes without first providing you an opportunity to direct that such information not be shared.
- We will not share your Personal Information that is of a health nature with our Affiliates except as directed or authorized by you.

With Non-Affiliates: We may also share customer information with Non-Affiliated companies.

1. We may share your Personal Information with Non-Affiliates that assist us in servicing your insurance policies. Examples are administration (billing and collections), risk management, underwriting, and claims handling. We may also share your Personal Information with Non-Affiliates for the purpose of detecting and preventing fraud, as directed or authorized by you, or as otherwise permitted or required by law.
2. We may enter into joint marketing agreements with Non-Affiliates to share your non-health Personal Information as permitted by law. These Non-Affiliates may include providers of financial products or services such as insurance companies, financial institutions, and securities firms.

Because we do not share customer information in any other way, there is no need for an opt-out process in our privacy procedures.

For California and Vermont Residents: If it becomes necessary to share your Personal Information with Non-Affiliates other than as specifically allowed by law, we will not do so without first obtaining your permission.

II. Information Protection

We maintain physical, electronic, and procedural safeguards designed to protect your Personal Information. Only authorized employees, insurance agents and administrators are permitted to have access to that information.

We expect any Non-Affiliates that serve our Customers on our behalf to adhere to our privacy policy. Those non-affiliates are legally bound to use your Personal Information received from us only for the purposes for which it was provided and to not disclose it or use it in any other way. These Non-Affiliates are also subject to and governed by federal and state privacy laws and regulations. We are not responsible for their misuse of information.

To help prevent unwarranted disclosure of your Personal Information and secure it from theft, we utilize secure computer networks. Access is restricted to those individuals who need to use your Personal Information to provide products or services to you.

III. Maintaining Information

We also maintain procedures to ensure that the information we collect is accurate, up-to-date, and as complete as possible. If you believe the information we have about you in our records or files is incomplete or inaccurate, you may request that we make additions or corrections, or if it is feasible, that we delete this information from our files. You may make this request in writing to (include your name, address and policy number):

**Chief Privacy Officer
Chartis U.S.
175 Water Street, 17th Floor
New York, NY 10038
Fax: 212 458-7081
E-Mail: CIPrivacy@chartisinsurance.com**

Special Notice: You can obtain access to any non-public Personal Information we have about you if you properly identify yourself and submit a written request to the address above describing the information you want to review. We will also tell you the identity, if recorded, of persons to whom we have disclosed your non-public Personal Information within the preceding two years.

You may request that we correct, amend or delete any information about you. If we do so, we will notify organizations that provided us with that information and, at your request, persons who received that information from us within the preceding two years. If we refuse to correct, amend or delete the information, you may give us a written statement of the reasons you disagree, which we will place in your file and give to the same parties who would have been notified of the requested change.

Our Customers Can Depend on Us

We are committed to maintaining our trusted relationship with our Customers. We consider it our privilege to serve our Customers' insurance and financial needs and we value the trust they have placed in us. Our Customers' privacy is a top priority with us and thus we will continue to monitor our privacy practices in order to protect and respect that privacy and will comply with state privacy laws that require more restrictive practices than those set out in this notice.

Important Information Concerning the Applicability and Future Changes to this Privacy and Data Security Notice

Although we may change this Privacy and Data Security Notice at any time, you will be notified of any changes as required by law.

AIG Casualty Company; American Home Assurance Company; American International South Insurance Company; Audubon Insurance Company; Commerce and Industry Insurance Company; Granite State Insurance Company; Illinois National Insurance Co.; National Union Fire Insurance Company of Pittsburgh, Pa.; New Hampshire Insurance Company; The Insurance Company of the State of Pennsylvania; AIG Excess Liability Insurance Company Ltd.; American International Specialty Lines Insurance Company; Landmark Insurance Company; Lexington Insurance Company; National Union Fire Insurance Company of Vermont, other member companies of Chartis U.S., and American International Life Assurance Company of New York and AIG Life Insurance Company.

NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

Executive Offices: 175 Water Street, 18th Floor, New York, NY 10038
(212) 458-5000

(a capital stock company, herein referred to as the Company)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENDORSEMENT

This endorsement, effective 12:01 A.M. July 1, 2011 forms a part of Policy No. VCP 9523933 issued to Brandywine School District by National Union Fire Insurance Company of Pittsburgh, PA

COVERAGE TERRITORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

Payment of loss under this policy shall only be made in full compliance with all United States of America economic or trade sanction laws or regulations, including, but not limited to, sanctions, laws and regulations administered and enforced by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC").



President



Secretary

IMPORTANT NOTICE TO OUR CUSTOMERS REGARDING THE OFFICE OF FOREIGN ASSETS CONTROL

Your rights as a policyholder and payments to you, any insured, additional insured, loss payee, mortgagee, or claimant, for loss under this policy may be affected by the administration and enforcement of U.S. economic embargoes and trade sanctions by the OFFICE OF FOREIGN ASSETS CONTROL ("OFAC").

WHAT IS OFAC?

OFAC is an office of the Department of the Treasury and acts under presidential wartime and national emergency powers, as well as authority granted by specific legislation, to impose controls on transactions and freeze foreign assets under U.S. jurisdiction. OFAC administers and enforces economic embargoes and trade sanctions primarily against:

- Targeted foreign countries and their agents
- Terrorism sponsoring agencies and organizations
- International narcotics traffickers

PROHIBITED ACTIVITY

- OFAC enforces certain embargoes and sanctions against certain designated countries. No U.S. business or person may enter into certain transactions in or connected to such designated "sanctioned" countries.
- OFAC maintains a directory known as the "Specially Designated Nationals and Blocked Persons" ("SDNBP") list. No U.S. business or person may transact business with any person or entity named on the SDNBP list.

Additional and more in-depth information on OFAC is available at the following website:

<http://www.ustreas.gov/offices/eotffc/ofac>.

OBLIGATIONS PLACED ON US BY OFAC

If we determine that you or any insured, additional insured, loss payee, mortgagee, or claimant are on the SDNBP list or are connected to a sanctioned country as described in the regulations enforced by OFAC, we must block or "freeze" property and payment of any funds transfers or transactions and report all blocks to OFAC within ten (10) days.

POTENTIAL ACTIONS BY US

1. We may immediately cancel your coverage effective on the day that we determine that we have transacted business with an individual or entity associated with your policy on the SDNBP list or connected to a sanctioned country as described in the regulations enforced by OFAC.
2. If we cancel your coverage, you will not receive a return premium unless approved by OFAC. All funds will be placed in an interest bearing blocked account established on the books of a U.S. financial institution.
3. We will not pay a claim, accept premium or exchange monies or assets of any kind to or with individuals, entities or companies (including a bank) on the SDNBP list or connected to a sanctioned country as described in the regulations enforced by OFAC. And, we will not defend or provide any other benefits under your policy to individuals, entities or companies on the SDNBP list or connected to a sanctioned country as described in the regulations enforced by OFAC.

YOUR RIGHTS AS A POLICYHOLDER

If funds are blocked or frozen by us in conjunction with the OFFICE OF FOREIGN ASSETS CONTROL, you may complete an "APPLICATION FOR THE RELEASE OF BLOCKED FUNDS" and apply for a specific license to request their release. Forms are available for download at the OFAC website. See <http://www.ustreas.gov/offices/eotffc/ofac/legal/forms/license.pdf>