

ATHLETIC ACCIDENT INSURANCE PLAN

*Designed for:
Student Athletes*



2006—2007

EXCESS COVERAGE

This policy is payable only in EXCESS of any expenses payable by other valid and collectible insurance.

Please keep this outline of coverage for future reference.

COVERAGE

This brochure is a brief description of the benefits provided through your institution for eligible full-time intercollegiate athletes. The policy term is for the 2006-07 academic year and will cover student athletes from the first to the last date a student athlete is required to be on campus for participation in a **covered event**.

ELIGIBILITY

Every full-time student who participates in Intercollegiate athletics is automatically enrolled in this Athletic Accident Plan.

EXCESS COVERAGE PROVISION

Your benefits are payable for eligible expenses not otherwise covered and payable by any other plan providing medical expense benefits. If there are no other valid and collectible benefits available from any other source, this plan will pay the eligible expenses up to the limits of the policy.

SUBROGATION

When benefits are paid to or for a **covered person** under the terms of this policy, we shall be subrogated, unless otherwise prohibited by law, to the rights of recovery of such person against any person who might acknowledge liability or is found legally liable by a Court of competent jurisdiction for the **injury** that necessitated the hospitalization or the medical or the surgical treatment for which the benefits were paid. Such subrogation rights shall extend only to the recovery by us of the benefits we have paid for such hospitalization and treatment and we shall pay fees and costs associated with such recovery.

The **covered person** agrees to sign papers and do whatever else is necessary to transfer their rights to us. We will exercise such rights on their behalf. The **covered person** further agrees to furnish us with all relevant information and documents.

DEFINITIONS

Accident means a specific unforeseen event which happens while the **covered person** is covered under this policy and which directly, and from no other cause, results in **injury**.

Athletic Related Condition (ARC): Coverage is provided under this policy (only as it relates to intercollegiate sports) for **injuries** or conditions;

- a) caused solely by the **covered person's** participation in a **covered event**; and
- b) that are not the direct result of a specific **accident**, provided such **injury** or condition first manifests itself while the **covered person** is covered under the policy.

This benefit will include misuse, overuse, strains, tendonitis, stress fracture, heat stroke and similar conditions. Aggravation or reoccurrence of **injuries** shall be included provided the athlete was cleared by a **doctor** for full participation, without any limitations or orthotics in the year and for the sport for which the aggravation or reoccurrence is being claimed. All **injuries** due to the same or related causes are considered one **injury**.

Covered Event means a regularly scheduled and supervised intercollegiate sporting event sponsored by the **covered person's** institution.

Covered Expense means charges:

- Not in excess of the **usual, reasonable and customary** charge;
- Not in excess of the maximum benefit amount payable per service as shown in the Description of Benefits;
- Made for medical services and supplies not excluded under the policy;
- Made for services and supplies which are **medically necessary**; and

- Made for medical services specifically included in the Description of Benefits.

Covered Person means an eligible student.

Doctor means a licensed practitioner of the healing arts acting within the scope of his license.

Doctor does not include:

- You;
- Your spouse, dependent, parent, brother, or sister; or
- a person who ordinarily resides with you.

Hospital means an institution;

- Operated pursuant to law;
- Primarily and continuously engaged in providing medical care and treatment to sick and injured persons on an inpatient basis;
- Under the supervision of a staff of **doctors**;
- Providing 24-hour nursing service by or under the supervision of a graduate registered nurse, (R.N.);
- With medical, diagnostic and treatment facilities, and with major surgical facilities on its premises; or available on a prearranged basis; and
- Charging for its services.

Hospital does *not* include a clinic or facility for:

- Convalescent, custodial, educational or nursing care;
- The aged, drug addicts or alcoholics (except as stated below); or
- Rehabilitation.

For treatment of chemical dependency the definition of **hospital** includes a treatment center which provides a program for treatment of chemical dependency according to a written treatment plan approved and monitored by a **doctor**. Such facility must be: 1) affiliated with a **hospital** under a contract agreement with an established system of outpatient referrals; or 2) accredited as such by the Joint Commission on Accreditation of Hospitals; or 3) licensed as a chemical dependency treatment program; or 4) licensed, certified or approved as an chemical dependency treatment program or center by any state agency having legal authority to so license, certify or approve.

Injury means bodily harm resulting, directly and independently of disease or bodily infirmity, from an **accident**. All **injuries** to the same person sustained in one **accident**, including all related conditions and recurring symptoms of **injuries** will be considered one **injury**.

Medically Necessary means those services or supplies provided or prescribed by a **hospital** or **doctor**:

- Essential for the symptoms and diagnosis or treatment of the **injury**;
- Provided for the diagnosis, or the direct care and treatment of the or **injury**;
- In accordance with the standards of good medical practice;
- Not primarily for your convenience or that of your **doctor**; and
- That are the most appropriate supply or level of service that can safely be provided.

Natural Teeth means **natural teeth** or teeth where the major portion of the individual tooth is present, regardless of fillings or caps, and is not carious, abscessed, or defective.

Physiotherapy means any form of the following:

physical or mechanical therapy; diathermy; ultra-sonic therapy; heat treatment in any form; manipulation or massage administered by a **doctor**.

Usual, reasonable and customary (URC) means:

- Charges and fees for medical services or supplies that are the lesser of: The usual charge

by the provider for the service or supply given; or the average charged for the service or supply in the area where service or supply is received; and

- Treatment and medical service that is reasonable in relationship to the service or supply given and the severity of the condition.

TO BE ELIGIBLE FOR REIMBURSEMENT A CLAIM FORM MUST BE SUBMITTED WITHIN 180 DAYS FROM THE DATE OF INJURY.

DESCRIPTION OF BENEFITS

HOSPITAL & SURGICAL PROVISIONS:

1. **Hospital** room and board are included up to the semi-private room rate;
2. When more than one surgical procedure is performed at the same time, through the same incision, the highest payment will be for the surgery which costs the most. We will pay a maximum of 50% for a second surgical procedure and 25% for the third surgical procedure;
3. Services of an assistant surgeon are included, up to 25% of the amount payable for the surgery;
4. Services of an anesthetist who is not employed or retained by the **hospital** are included, up to 25% of the amount payable for the surgery;
5. If the Insured student is admitted into the **hospital** on a Friday or Saturday on a non-emergency basis and the procedure for which the student is admitted is not performed on the date of or the date after the admission, We will not pay the **hospital** room & board or miscellaneous Expenses for the initial Friday or Saturday preceding the procedure.

Expenses incurred on an outpatient basis for **physiotherapy** due to an **accident** is limited to \$300 unless specifically ordered by an orthopedic doctor. **Physiotherapy** includes heat treatment or diathermy, ultrasonic microtherm, manipulation, adjustment, massage therapy and acupuncture.

ATHLETIC ACCIDENT BENEFIT: \$25,000

This benefit is provided by the College to all eligible students for the 9-month academic year.

When your **injury** requires (a) treatment by a **doctor**; (b) **hospital** services; (c) services of a licensed practical nurse or RN; (d) x-ray service; (e) use of operating room, anesthesia, laboratory service; (f) use of an ambulance; (g) use of an ambulatory surgical center or ambulatory medical center; (h) if ordered by a **doctor**, prescription medicines, drugs, or any other therapeutic services or supplies; or (i) home health care, we will pay the **covered expense** incurred within (104) weeks after the date of the **accident** up to a maximum of \$25,000 within the **URC**.

- This benefit includes coverage for treatment of **injury** to **natural teeth**.
- Initial medical treatment must be incurred within 90 days from the date of the **accident**.

This policy provides coverage for Athletic Related Conditions, as described in the definitions section of this plan document up to a maximum of \$5,000 per Athletic Related Condition.

The Athletic Accident Benefit is increased to \$75,000 under another plan (not through Fairmont Specialty) for NCAA participating institutions.

Any expense not specifically listed in the preceding sections is not covered.

EXCLUSIONS

This policy does not cover loss nor provide benefits for:

- Services and supplies furnished normally without charge by the participating institution's infirmary, its employees, or doctors who work for the participating institution;
- Normal health checkups, preventive testing or treatment, screening exams or testing in the absence of **injury**, except as specifically provided in the policy;
- Eye examinations, prescriptions or fitting of eyeglasses and contact lenses, or other treatment for visual defects and problems, unless payable as a **covered expense** associated with an **injury** covered by the policy;
- Hearing examinations or hearing aids, or other treatment for hearing defects and problems, unless payable as a **covered expense** associated with an **injury** covered by the policy;
- Dental treatment, except as specifically provided for in the Description of Benefits;
- War or any act of war, declared or undeclared, or while in the armed forces of any country;
- Participation in a riot or civil disorder, commission of or attempt to commit a felony, or fighting, except in self-defense;
- Skydiving; parachuting or bungi-cord jumping, hang gliding, glider flying, parasailing, sail planing, or flight in any kind of aircraft, except while riding as passenger on a regularly scheduled flight of a commercial airline;
- Treatment in a military or Veterans **Hospital** or a **hospital** contracted for or operated by a national government or its agency unless; the services are rendered on an medical emergency basis and a legal liability exists for the charges made on behalf of a **covered person** for the services given in the absence of insurance;
- **Injury** caused by, contributed to or resulting from the use of alcohol, controlled substance, illegal drugs, or any drugs or medicines that are not taken in the dosage or for the purpose prescribed by the person's **doctor**;
- Intentionally self-inflicted injury, suicide or any attempt threat;
- Elective surgery and elective treatment, except as required to correct an **injury** for which benefits are otherwise payable under the policy;
- Any loss covered by state or federal worker's compensation law, employers liability law, occupational disease law, or similar laws or act;
- Expense for knee orthopedic devices unless prescribed for use during post-surgical physical therapy;
- For international students, expenses incurred within your home country or country of regular domicile;
- The part of medical expense payable by any automobile insurance policy without regard to fault;
- Any **accident** where the **covered person** is the operator of a motor vehicle and does not possess a current and valid motor vehicle operator's license;
- Preventative medicines, serums, vaccines;
- Expenses to the extent that they are paid or payable under other valid and collectible group insurance or medical prepayment plan;
- Infections, except pyogenic or bacterial infections caused wholly by a covered **injury**;
- Hernia, unless it results from a covered **injury**.

LIMITATIONS

Benefits payable under this plan will be reduced by 50% under the following circumstances:

For surgical benefits: if the Insured student has coverage under an HMO, PPO or similar arrangement; and the Insured student does not use the facilities of the HMO, PPO or similar arrangement for provision of benefits.

For outpatient benefits: if the Insured student does not attempt to obtain an out-of-network authorization or a referral from their managed care provider to get treatment.

The 50% reduction in benefits will not apply to emergency treatment required within 24 hours after an **accident** or emergency medical condition which occurred outside the geographic area serviced by the HMO, PPO or similar arrangement.

TO BE ELIGIBLE FOR REIMBURSEMENT A CLAIM FORM MUST BE SUBMITTED WITHIN 180 DAYS FROM THE DATE OF INJURY.

CLAIM PROCEDURES

In the event of an **accident**, you should:

- 1) Report your **accident** to your Athletic Trainer or Athletic Department Official immediately.
- 2) File all charges with your primary insurance carrier first. If you are insured by an HMO/PPO, you must obtain pre-authorization for all services rendered or benefits will be reduced by 50%.
- 3) If the other insurance does not pay the entire bill, secure a claim form and instructions from the Athletic Department, fill in the necessary information, attach all itemized medical and **hospital** bills along with the explanation of benefits from your primary carrier (if you have other insurance) and mail them to the address on the claim form or the claims administrator below:

Summit America Insurance Services, LC
7400 College Blvd, Suite 120
Overland Park, KS 66210
Phone: 800-926-3441
Fax: 913-327-7520
E-mail: EIIA@summitamerica-ins.com



- 4) Identify all subsequent information relating to your claim with your name; the institution name; the policy number; and the initial date of **injury**.

FAIRMONT SPECIALTY PRIVACY PRACTICES

We maintain physical, electronic and procedural safeguards that comply with federal standards to protect your personal information. We do not use or disclose your information for any fundraising, marketing or research activities.

We use and disclose your information to determine your eligibility for plan benefits, to facilitate payment for treatment and services provided to you, to coordinate benefits and to carry out other necessary insurance-related activities. We use or disclose the minimum information necessary to process a claim or answer a claim inquiry. We may also disclose your information to law or government agencies when required by law.

Under the privacy laws, you have unlimited access to your information. You may limit how we use and disclose your information and get a listing of instances where it was disclosed. You may request that we correct inaccurate information or add missing information.

If you have any questions about your rights, our Privacy Practices or you want to file a complaint, please contact our Privacy Officer at: 1 (800) 926-3441.

This outline of coverage is intended only for quick reference and does not limit or amplify the coverage as described in the master policy which contains complete terms and provisions. A copy of the master policy is on file with the Institution.

Administered by:



educational & institutional insurance administrators, inc.

Underwritten by:

United States Fire Insurance Company,

By Fairmont Specialty, a Division of Crum & Forster

