



# 2009-2010 STUDENT ATHLETIC ACCIDENT INSURANCE PLAN

## EXCESS COVERAGE

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

Please keep this summary of coverage for future reference.

Plan Administered by:



Edwards & Kelcey Insurance Administrators, Inc.

## 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 2009-2010 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 **covered 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 **covered 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 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 pertaining to the subrogation.

## DEFINITIONS

**Accident** means an event which directly and from no other cause, causes **injury** to one or more **covered persons** and occurs while coverage is in effect.

**Athletic Related Condition (ARC):** An **ARC** condition (only as it relates to intercollegiate sports) includes but is not limited to misuse, overuse, strains, tendonitis, bursitis, degenerative diseases, stress fracture, heat stroke and similar conditions. Such condition must manifest itself while the covered person is insured by this policy and while practicing, playing or traveling to or from an intercollegiate sports event as a member of the sports team.

**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 schedule;
- 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 schedule.

**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 pre-arranged 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.

**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 **sickness or injury**;
- Provided for the diagnosis, or the direct care and treatment of the **sickness 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 of 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 charges 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.

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

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## 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 or sickness is limited to \$300 unless specifically ordered by a **doctor**. **Physiotherapy** includes any form of physical or mechanical therapy, diathermy, ultra-sonic therapy, heat treatment in any form, manipulation or massage.

### ATHLETIC ACCIDENT BENEFIT: \$25,000

A **REFERRAL** from the Athletic Trainer is required for **consideration of benefits**. This benefit is provided by your Institution to all eligible student athletes. Student athletes are covered from the first to the last date they are required to be on campus for participation in a **covered event**.

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 received within 90 days from the date of the accident.*

This policy provides coverage for Athletic Related Conditions as described in the definition up to a maximum of \$5,000 per Athletic Related Condition. A **REFERRAL** from the Athletic Trainer is required for consideration of benefits.

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

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

### EXCLUSIONS

This policy does not cover loss nor provide benefits for:

1. Services and supplies furnished normally without charge by the participating institution's infirmary, its employees, or doctors who work for the participating institution;

2. Normal health checkups, preventive testing or treatment, screening exams or testing in the absence of **injury**, except as specifically provided in the policy;
3. 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;
4. 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;
5. Dental treatment, except as specifically provided for in the schedule;
6. War or any act of war, declared or undeclared, or while in the armed forces of any country.
7. Participation in a riot or civil disorder, commission of or attempt to commit a felony, or fighting, except in self-defense;
8. 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.
9. 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;
10. Elective surgery and elective treatment, except as required to correct an **injury** for which benefits are otherwise payable under the policy;
11. Any loss covered by state or federal worker's compensation law, employers liability law, occupational disease law, or similar laws or act;
12. Congenital conditions;
13. The part of medical expense payable by any automobile insurance policy without regard to fault;
14. 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;
15. Preventative medicines, serums, vaccines;
16. Expenses to the extent that they are paid or payable under other valid and collectible group insurance or medical prepayment plan;
17. Skeletal irregularities of one or both jaws; including orthognathia and mandibular retrognathia; temporomandibular joint dysfunction;
18. Immunization services and supplies related to immunizations, except as specifically provided in the policy; preventative medicines or vaccines, except where required for treatment of a covered injury;

19. Expenses for a deviated septum, nasal or sinus surgery unless as the result of an accident;
20. For international students, expenses incurred within your home country or country of regular domicile;
21. Expense for knee orthotic devices unless prescribed for use during post-surgical physical therapy;
22. Services, supplies and/or treatment for acnes; acupuncture; hypnotherapy; allergy, including allergy testing;
23. Intentionally self-inflicted **injury**, suicide or any attempt thereat;
24. **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 of for the purpose prescribed by the person's **doctor**.



## LIMITATIONS

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

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

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

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

## CLAIM PROCEDURES

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

- 1) Report your accident to your Athletic Trainer or Athletic Department Official immediately. **A REFERRAL from the Athletic Trainer is required for consideration of benefits.**
- 2) File all charges with your primary insurance carrier first. If you are insured by an HMO/PPO, you must secure 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 or on your institution's website, fill in the necessary information, attach all itemized medical 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:

**NAHGA Claim Services**  
**PO Box 189**  
**Bridgton, ME 04009**  
**Phone: 800-952-4320**  
**Fax: 207-647-4569**  
**E-mail: [eiaa@nahga.com](mailto:eiaa@nahga.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**.

***Claim forms and instructions are also available on your institution's website. If you are unable to download or print this brochure please feel free to contact:***

***NAHGA at 800-952-4320 or  
EIAA at 888-260-7415***

## 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.

Underwritten by:  
United States Fire Insurance Company,  
By Fairmont Specialty, a Division of Crum & Forster



This summary 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.