



2019-20 Athletic Accident Insurance Plan

Please keep this summary of coverage for future reference

A Blanket Accident Non-Renewable Term Plan
for student athletes attending:

Davis & Elkins College



Coverage Number: US1244173

Coverage Period: August 1, 2019 through July 31, 2020



This is a brief description of coverage provided under the above group policy or coverage number and is subject to the terms, conditions, limitations and exclusions of the Certificate. Please see the certificate for details.

19-20 D&E – ICS XM 080719





SCOPE OF COVERAGE

This brochure is a brief description of the benefits provided through your institution for eligible full-time intercollegiate student athletes. The plan term is for the 2019-20 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**.

FULL EXCESS MEDICAL

This plan will pay **eligible expenses** up to the limits of this plan that are in excess of any other **health care plan**, regardless of any coordination of benefits provision contained in such **health care plan**.

SUBROGATION

When benefits are paid to or for a **covered person** under the terms of this plan, 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 a sudden, unforeseeable external event which:

- 1) Causes injury; and
- 2) Occurs while coverage is in effect for the **covered person**.

Covered Event means a regularly scheduled game, competition or practice session under the direct and immediate supervision by the **covered person's** institution.

Covered Person means an eligible full-time student participating in a **covered event**.

Deductible means the amount of **eligible expenses** paid by you before benefits are payable under the plan. The **deductible** amount is shown in the Schedule of Benefits.

Doctor means a licensed practitioner of the healing arts acting within the scope of his license. **Doctor** does not include:

- 1) You;
- 2) Your spouse, dependent, parent, brother or sister; or
- 3) A person who ordinarily resides with you.

Eligible Expenses means the **Usual, Reasonable and Customary** charges for services or supplies which are incurred by the **covered person** for the **medically necessary** treatment of an **injury**. The **injury** must be incurred while the plan is in force.

Expanded Medical Treatment Benefit means benefits will be payable for treatment of the following conditions resulting from the play or practice of Intercollegiate Sports. Repetitive Motion Injuries; Strains; Sprains; Hernia; Tennis Elbow; Tendonitis; Bursitis; and Muscle tears. Such condition must manifest itself while this plan is in force. **This coverage is subject to the same limitations as any other injury.** Please refer to the Schedule of Benefits for limit and deductible information.

Health Care Plan means any contract, policy or other arrangement for benefits or services for medical or dental care or treatment under:

- 1) Group or blanket insurance, whether on an insured or self-funded basis;
- 2) **Hospital** or medical service organizations on a group basis;
- 3) Health Maintenance Organizations on a group basis;
- 4) Group labor management plans;
- 5) Employee benefit organization plan;
- 6) Professional association plans on a group basis; or
- 7) Any other group employee welfare benefit plan as defined in the Employee Retirement Income Security Act of 1974 as amended.

Hospital means an institution which:

- 1) Is operated pursuant to law;
- 2) Is primarily and continuously engaged in providing medical care and treatment to sick and injured persons on an inpatient basis;
- 3) Is under the supervision of a staff of **doctors**;
- 4) Provides 24-hour nursing service by or under the supervision of a graduate registered nurse (R.N.);
- 5) Has medical, diagnostic and treatment facilities, with major surgical facilities;
 - a) On its premises; or
 - b) Available to it on a pre-arranged basis; and
- 6) Charges for its services.

Hospital does *not* include:

- 1) A clinic or facility for:
 - a) Convalescent, custodial, educational or nursing care;
 - b) The aged, drug addicts or alcoholics; or
 - c) Rehabilitation; or
- 2) A military or veterans hospital or a hospital contracted for or operated by a national government or its agency unless:
 - a) The services are rendered on an emergency basis; and
 - b) A legal liability exists for the charges made to the individual for the services given in the absence of insurance.

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

Medically Necessary or Medical Necessity means the service or supply is;

- 1) Prescribed by a Doctor for the treatment of the **injury**;



- 2) Appropriate according to conventional medical practice for the **injury** in the locality in which the service or supply is given;
- 3) Provided for the diagnosis or the direct care and treatment of the **injury**;
- 4) Not primarily for your convenience or that of your **doctor**.

Natural Teeth means **natural teeth** or tooth 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 (UR&C) means:

- 1) With respect to fees or charges, fees for medical services or supplies which are:
 - a) Usually charged by the provider for the service or supply given; and
 - b) The average charged for the service or supply in the locality in which the service or supply is received, or
- 2) With respect to treatment or medical services, treatment which is reasonable in relationship to the service or supply given and the severity of the condition.

SCHEDULE OF BENEFITS

Student athletes are covered from the first to the last date they are required to be on campus for participation in a **covered event**. Benefits for **eligible expenses** are provided after the deductible has been satisfied. **Eligible expenses** must be incurred within 104 weeks from the date of loss to be considered for benefits.

Accident Medical Expense Limit: \$25,000
 Expanded Medical Treatment Benefit Limit: \$25,000
 Deductible: \$5,000*
 (*Considered under the Student Accident Plan.)

The Accident Medical Expense Limit is increased to \$90,000 under another plan through United States Fire Insurance Company for NCAA participating institutions.

MEDICAL EXPENSE BENEFITS

HOSPITAL ROOM & BOARD: *Semi-Private Rate*
HOSPITAL MISCELLANEOUS: *UR&C*
OUTPATIENT PRE-ADMISSION TESTING: *UR&C*
OUTPATIENT HOSPITAL EMERGENCY ROOM BENEFIT: *UR&C*
SURGEON'S FEE: *UR&C*
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 30% for the third surgical procedure.

ASSISTANT SURGEON: *30% of surgeon's allowable fee*
ANESTHESIOLOGIST: *UR&C*
SURGICAL FACILITY: *UR&C*
DOCTOR VISITS: *UR&C*
X-RAY & LABORATORY: *UR&C*
PRESCRIPTION DRUGS: *UR&C*
AMBULANCE BENEFIT AMOUNT: *UR&C*
PHYSIOTHERAPY BENEFIT:

- *Hospital Inpatient: UR&C*
- *Outpatient: \$300 maximum without a doctor's prescription*

DENTAL TREATMENTS FOR INJURY ONLY: *UR&C*
ACCIDENTAL DEATH BENEFIT: *\$10,000*

Initial medical treatment must be received from a Doctor within 90 days from the date of loss.

Proof of loss must be submitted within 6 months from the date of Injury.

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

EXCLUSIONS

This Policy does not cover any loss resulting in whole or part from, or contributed to by, or as a natural or probable consequence of any of the following even if the immediate cause of the loss is an Accidental bodily Injury, unless otherwise covered under this Policy by Additional Benefits:

1. Suicide, self-destruction, attempted self-destruction or intentional self-inflicted Injury while sane or insane.
2. War or any act of war, declared or undeclared.
3. Participation in a riot or insurrection.
4. Any Injury requiring treatment which arises out of, or in the course of fighting, brawling, assault or battery.
5. Sickness, disease, bodily or mental infirmity or medical or surgical treatment thereof, bacterial or viral infection, regardless of how contracted. This does not include bacterial infection that is the natural foreseeable result of an Accidental external bodily injury or accidental food poisoning.
6. Mental or nervous disorders.



7. Voluntarily taking any drug or narcotic unless the drug or narcotic is prescribed by a Physician and not taken in the dosage or for the purpose as prescribed by the Covered Person's Physician.
8. Intoxication or being under the influence of any drug or narcotic.
9. Injury caused by, contributed to or resulting from the Covered Person's use of alcohol, illegal drugs or medicines that are not taken in the dosage or for the purpose as prescribed by the Covered Person's Physician.
10. Driving under the influence of a controlled substance unless administered on the advice of a Physician.
11. Driving while Intoxicated. Intoxicated will have the meaning determined by the laws in the jurisdiction of the geographical area where the loss occurs.
12. Conditions that are not caused by a Covered Accident unless otherwise specified under this plan.
13. Covered Expenses for which the Covered Person would not be responsible in the absence of this Policy.
14. Any treatment, service or supply not specifically covered by this Policy.
15. Loss resulting from participation in any activity not specifically covered by this Policy.
16. Charges which Are in excess of Usual, Reasonable and Customary charges.
17. Expenses incurred for an Accident after the Benefit Period shown in the Schedule of Benefits;
18. Regular health check ups.
19. Services or treatment rendered by a Physician, Nurse, or any other person who is employed or retained by the Policyholder.
20. Services or treatment rendered by an Immediate Family member of the Covered Person;
21. Injuries paid under Workers' Compensation, Employers liability laws or similar occupational benefits or while engaging in activity for monetary gain from sources other than the Policyholder.
22. That part of the medical expense payable by any automobile insurance policy without regard to fault. (Does not apply in any state where prohibited).
23. Treatment in any Veterans Administration or Federal Hospital, except if there is a legal obligation to pay.
24. Aggravation or re-injury of a prior injury that the Covered Person suffered prior to his or her coverage Effective Date, unless We receive a written medical release from the Covered Person's Physician.
25. Heart attack, stroke or other circulatory disease or disorder, whether or not known or diagnosed, unless the immediate cause of Loss is external trauma. (Except as specifically provided in this Policy.)
26. Treatment of a hernia whether or not caused by a Covered Accident, (Except as specifically provided in this Policy.)
27. Treatment of a detached retina unless caused by an Injury suffered from a Covered Accident.
28. Damage or loss of dentures or bridges or damage to existing orthodontic equipment, except as specifically provided in this Policy.
29. Expense incurred for treatment of temporomandibular joint (TMJ) disorders involving the installation of crowns, pontics, bridges or abutments, or the installation, maintenance or removal of orthodontic or occlusal appliances or equilibration therapy; or craniomandibular joint dysfunction and associated myofascial pain, except as specifically provided in this Policy.
30. Dental care or treatment other than care of sound, natural teeth and gums required on account of Injury resulting from an Accident while the Covered Person is covered under this Policy, and rendered within 6 months of the Accident.
31. Eyeglasses, contact lenses, hearing aids, braces, appliances, or examinations or prescriptions therefore.
32. 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.
33. Travel in or upon:
 - a. A snowmobile;
 - b. A water jet ski;
 - c. Any two or three wheeled motor vehicle, other than a motorcycle registered for on-road travel;
 - d. Any off-road motorized vehicle not requiring licensing as a motor vehicle; when used for recreation competition.
34. Travel or flight in or on any vehicle for aerial navigation, including boarding or alighting from:
 - a. While riding as a passenger in any Aircraft not intended or licensed for the transportation of passengers; or
 - b. While being used for any test or experimental purpose; or
 - c. While piloting, operation, learning to operate or serving as a member of the crew thereof; or
 - d. While traveling in any such Aircraft or device which is owned or leased by or on behalf of the Policyholder of any subsidiary or affiliate of the Policyholder, or by the Covered Person or any member of his household.



- e. A space craft or any craft designed for navigation above or beyond the earth's atmosphere; or
- f. an ultralight hang-gliding, parachuting, or bungi-cord jumping
Except as a fare paying passenger on a regularly scheduled commercial airline [or as a passenger in a non-scheduled, private aircraft used for business or pleasure purposes.

- 35. The repair or replacement of existing artificial limbs, orthopedic braces or orthotic devices.
- 36. Rest cures or custodial care.
- 37. Prescription medicines unless specifically provided for under this Policy.
- 38. Elective or Cosmetic surgery, except for reconstructive surgery on an injured part of the body.
- 39. Massage Therapy. Physical Therapy or Acupuncture/Acupressure Services, unless otherwise specifically allowed for in the Schedule of Benefits.
- 40. Orthopedic appliances which are used mainly to protect an injury so that covered person can take part in interscholastic or intercollegiate sports.

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 the Athletic Trainer immediately.
- 2) File all charges with your primary insurance carrier first.
- 3) If your primary insurance carrier does not pay the entire bill, secure a claim form and instructions from the Athletic Department or at www.eiia.org. Click on For Students and search for your institution. Complete the necessary

- information on the claim form, attach the itemized insurance 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. (Please do not submit duplicate claim forms)
- 4) All subsequent claim information regarding your claim should be identified with your name, the institution name and the initial date of your **accident**.
- 5) All claim information should be submitted to:

NAHGA Claim Services
PO Box 189
Bridgton, ME 04009
Phone: 877.497.4980 Fax: 207.647.4569
E-mail: eiia@nahga.com



IMPORTANT!

- Claims forms must be submitted within 6 months from the date of **injury**.
- All **covered expenses** must be submitted within 12 months from date of service or charges will be denied.

If you are unable to download or print this brochure please feel free to contact:

**NAHGA at 877-497-4980 or
 EIIA at 888-255-4029**



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Please keep this Brochure as a brief summary of the coverage provided under group policy number GAC-26932, and is subject to the terms, conditions, limitations and exclusions of the policy. Please see the policy and certificate for complete details. Coverage may vary or may not be available in all states.