



2023-24 Athletic Blanket 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



Policy Number: US1857600

Coverage Period: 8/1/2023 – 7/31/2024



23-24 DEWV – ICS XM 071723_WV



THIS IS A LIMITED BENEFIT POLICY. The insurance described in this document provides limited benefits. Limited benefits plans are insurance products with reduced benefits intended to supplement comprehensive health insurance plans. This insurance is not an alternative to comprehensive coverage. It does not provide major medical or comprehensive medical coverage and is not designed to replace major medical insurance. Further, this insurance is not minimum essential benefits as set forth under the Patient Protection and Affordable Care Act.

This is a brief description of coverage provided under the group policy number above 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.

Please keep this summary as a brief description of the important features of the plan. It is not a contract of insurance. This plan includes both insurance and non-insurance benefits. The terms and conditions of coverage are set forth in the Plan. For a detailed plan description, exclusions, and limitations please request a copy of your plan by contacting EIIA at 888.255.4029. The Policy contains a complete description of all of the terms, conditions and exclusions of the insurance plan as underwritten by United States Fire Insurance Company. The Policy will prevail in the event of any discrepancy between this Brochure and the Policy.



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 2023-24 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**.

Benefits are provided to **covered persons** who suffer a covered loss which results directly and independently of disease or bodily infirmity, from an **injury** which is suffered in an **accident**. The **accident** must occur while the person is a **covered person** under the Policy and be within the scope of the covered hazards and benefits.

Subject to all other provisions of this Policy, coverage is provided for a Covered Person while the Covered Person is: Taking part in a regularly scheduled athletic game or competition; or a practice session for an athletic team or club. Which is a supervised or sponsored activity of the covered person's school.

FULL EXCESS MEDICAL EXPENSE

If an injury to the **covered person** results in his incurring **eligible expenses** for any of the services in the Schedule of Benefits, we will pay the **eligible expenses** incurred, subject to the **deductible** amount (if any), that are in excess of expenses payable by any other Health Care Plan, regardless of any Coordination of Benefits provision contained in such Health Care Plan..

The **covered person** must be under the care of a Physician when the **eligible expenses** are incurred. The **expense** must be incurred solely for the treatment of a covered injury.

1. While the person is insured under this Policy; or
2. During the Benefit Period stated on the Schedule of Benefits.

The first **eligible expense** must be incurred within the time frame stated on the Schedule of Benefits.

The total of all medical benefits payable under this Policy is shown on the Schedule of Benefits and

1. Subject to the specific maximums shown on the Schedule of Benefits; and
2. Subject to compliance with the requirement, set forth in the Limitations section of this Policy.

SUBROGATION

If we have paid benefits to a **covered person** for **injuries** received in a covered **accident**, and in our opinion a third party may be liable, we will be subrogated to the extent of such payment and to all of the rights of the Covered Person regarding the recovery of benefits paid or to any settlement or judgement which results from the exercise of these rights. The

Covered Person agrees to sign papers and do whatever else is necessary to transfer his rights to us. We will exercise such rights on his behalf. He further agrees to furnish us with all relevant information and documents.

DEFINITIONS

This is a brief summary of the plan definitions. Please see policy/certificate for a complete listing.

Accident means a sudden, unforeseeable external event which:

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

Covered Expenses means expenses actually incurred by or on behalf of a Covered Person for the Usual, Reasonable and Customary charges for the Medically Necessary treatment, services and supplies covered by the Policy and Certificate and which is performed or given under the direction of a Physician for the treatment of an Injury. Coverage under the Policy and Certificate must remain continuously in force from the date of the Accident until the date of treatment, services or supplies are received for them to be a Covered Expense. A Covered Expense is deemed to be incurred on the date such treatment, service or supply that gave rise to the expense or the charge, was rendered or obtained. A Covered Expense for an Injury cannot be in excess of the maximum benefit amount payable per service as shown in the Schedule and cannot be for medical services and supplies that are excluded under the Policy.

Covered Person means a person eligible for coverage as identified in the Application for whom proper premium has been made, and who is therefore insured under this Policy.

Durable Medical Equipment means medical equipment that:

1. is prescribed by the Physician who documents the necessity for the item including the expected duration of its use;
2. can withstand long-term repeated use without replacement;
3. is not useful in the absence of the Covered Injury and
4. can be used in the home without medical supervision; and
5. the purpose of the equipment is not to help the Covered Person participate in sports activity.

Dental Treatment for Injury Only - Charges for dental treatment including dental x-rays for the repair and treatment for Injury to a tooth which was sound and natural at the time of Injury, up to the maximum benefit amount shown in the Schedule of Benefits for the Dental Treatment benefit.

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 **eligible expenses** must be incurred while the plan is in force.



Expanded Medical Treatment Benefit means benefits will be payable on the same basis as any other **injury** 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. **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.

Heart or Circulatory Malfunction Benefit

We will pay benefits for a Covered Person who suffers a sudden Heart or Circulatory Malfunction that results directly and independently of all other causes, from a Covered Accident and the first symptoms of the malfunction are medically diagnosed while the Covered Person is covered under this Policy.

Benefits will not be payable if in the past year, the Covered Person was medically diagnosed as having, or received treatment for:

- 1) a heart or circulatory malfunction or
- 2) hypertension, angina or other heart or circulatory condition.

Benefits will not be payable if the Covered Person is diagnosed with a newly diagnosed congenital disorder.

Symptoms, such as shortness of breath, heart pain or numbness of a limb are covered during the first 48 hours. These symptoms are not covered beyond the first 48 hours unless:

- 1) they first occurred within 48 hours; and
- 2) an actual malfunction of the heart or circulatory system is subsequently diagnosed.

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 **physicians**;
- 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.
- 7) Is a duly licensed Rehabilitation Facility

Hospital does *not* include:

- 1) A clinic or facility for:
 - a) Convalescent, custodial, educational or nursing care;
 - b) The aged, drug addicts or alcoholics;
- 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 a treatment, service or supply that is;

- 1) Required to treat an **injury**; and
- 2) Prescribed or ordered by a **physician or furnished by a hospital**;
- 3) Performed in the least costly setting required by the condition;
- 4) Consistent with the medical and surgical practices prevailing in the area for treatment of the condition at the time rendered.

The purchasing or renting air conditioners; air purifiers, motorized transportation equipment, escalators or elevators in private homes, swimming pools or supplies for them; and general exercise equipment are not considered **medically necessary**.

The fact that a **physician** may prescribe, authorize, or direct a service does not of itself make it **medically necessary** or covered by this plan.

A service or supply may not be **medically necessary** if a less intensive or more appropriate diagnostic or treatment alternative could have been used. We may, at Our discretion, consider the cost of alternative to be the **covered expense**.

Physiotherapy - Charges for physiotherapy: As an outpatient, up to the maximum benefit amount shown on the Schedule of Benefits for the Outpatient Physiotherapy benefit. Charges include treatment and office visits connected with such treatment when prescribed by a Physician, including diathermy, ultrasonic, whirlpool, heat treatments, microtherm, chiropractic, adjustments, manipulation, acupuncture, massage or any form of physical therapy. Total treatment per Injury will not exceed the maximum benefit amounts for Physiotherapy shown in the Schedule of Benefits.



Physician means a person who is a qualified practitioner of medicine. A such, He or She must be acting within the scope of his/her license and under the laws in the state in which He or She practices and providing only those medical services which are within the scope of his/her license or certificate. It does not include a Covered Person, a Covered Person's Spouse, son, daughter, father, mother, brother, or sister or other relative.

Supervised or Sponsored Activity means a Policyholder or School authorized function:

- 1) In which the Covered Person participates;
- 2) Which is organized by or under its auspices; which is within the scope of customary activities for such entity and is shown on the Schedule of Benefits.

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 regularly scheduled game, competition, or practice session, under the direct supervision of the Covered Persons institution. 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 Benefit: \$25,000
 Expanded Medical Treatment Benefit: \$25,000
 Deductible: \$5,000

Heart or Circulatory Malfunction Benefit: \$5,000
 Deductible: \$0

The Accident Medical Expense Limit could be 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*
HOSPITAL EMERGENCY ROOM BENEFIT: *UR&C*
SURGEON'S FEE: *UR&C*

Two or more surgical procedures through the same incision will be considered as one procedure. If an Injury requires multiple surgical procedures through the same incision, We will pay only one benefit, the largest of the procedures performed. If multiple surgical procedures are performed during the same operative session, but through different incisions, We will pay for the most expensive procedure and 50% of Covered Expenses for the additional surgeries.

ASSISTANT SURGEON: *30% of surgeon's allowable fee*
ANESTHESIA: *UR&C*
OUTPATIENT SURGICAL FACILITY: *UR&C*
PHYSICIAN'S VISITS: *UR&C*
X-RAY & LABORATORY: *UR&C*
OUTPATIENT PRESCRIPTION DRUGS: *UR&C*
AMBULANCE BENEFIT AMOUNT: *UR&C*
PHYSIOTHERAPY BENEFIT: *UR&C*
DENTAL TREATMENT 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.

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. An accident which occurs while the covered person is on active duty in any Armed Forces, National Guard, military, naval or air service or organized reserve corps;
4. Injury sustained while in the service of the armed forces of any country. When the **covered person** enters the armed forces of any country, We will refund the unearned pro-rata premium upon request;
5. Participation in a riot or insurrection.
6. Any Injury requiring treatment which arises out of, or in the course of fighting, brawling, assault or battery.
7. 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.
8. Disease or disorder of the body.
 9. Asphyxiation from voluntarily or involuntarily inhaling gas and not the result of the covered person's job.
 10. 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.
 11. Intoxication or being under the influence of any drug or narcotic.
 12. 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.
 13. Driving under the influence of a controlled substance unless administered on the advice of a Physician.
 14. Driving while Intoxicated. Intoxicated will have the meaning determined by the laws in the jurisdiction of the geographical area where the loss occurs.
 15. Violation or in violation or attempt to violate any duly-enacted law or regulation, or commission or attempt to commit an assault or felony, or that occurs while engaged in an illegal occupation.
 16. Conditions that are not caused by a Covered Accident
 17. Covered Expenses for which the Covered Person would not be responsible in the absence of this Policy.
 18. Any treatment, service or supply not specifically covered by the Policy.
 19. Loss resulting from participation in any activity not specifically covered by the Policy.
 20. Charges which are in excess of Usual, Reasonable and Customary charges.
 21. Expenses incurred for an Accident after the Benefit Period shown in the Schedule of Benefits;
 22. Regular health check ups.
 23. Services or treatment rendered by a Physician, Nurse, or any other person who is employed or retained by the Policyholder.
 24. Services or treatment rendered by an Immediate Family member of the Covered Person;
 25. 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.
 26. That part of the medical expense payable by any automobile insurance policy without regard to fault. (Does not apply in any state where prohibited).
 27. Treatment in any Veterans Administration or Federal Hospital, except if there is a legal obligation to pay.
 28. 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.
 29. Heart attack, stroke or other circulatory disease or disorder, whether or not known or diagnosed, unless the immediate cause of Loss is external trauma.
 30. Treatment of a hernia whether or not caused by a Covered Accident,
 31. Treatment of a detached retina unless caused by an Injury suffered from a Covered Accident.
 32. Damage or loss of dentures or bridges or damage to existing orthodontic equipment, except as specifically provided in the Policy.
 33. 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 the Policy.
 34. 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 the Policy, and rendered within 18 months of the Accident.
 35. Eyeglasses, contact lenses, hearing aids, braces, appliances, or examinations or prescriptions therefore.
 36. 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.
 37. 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.
 38. 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 or 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 bungee-cord jumpingExcept 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.
 39. The repair or replacement of existing artificial limbs, orthopedic braces or orthotic devices.
 40. Rest cures or custodial care.
 41. Elective or Cosmetic surgery, except for reconstructive surgery on an injured part of the body.



LIMITATIONS

Any benefits payable under this Certificate will be limited to the following:

- 1) The medical benefits otherwise payable under this Certificate will be reduced by 50% if:
 - a) Excess insurance is provided under this Certificate; and
 - b) The Covered Person has coverage under another plan providing medical expense benefits; and
 - c) The other plan is an HMO, PPO or similar arrangement ("PPO")
 - d) The Covered Person does not use the facilities or services of the HMO, PPO or similar arrangement for the provision of benefits.

The Covered Person's limitation does not apply to emergency treatment required within 24 hours after an Accident which occurred outside the geographic area serviced by the HMO, PPO or similar arrangement.

- 2) Costs that exceed the Usual, Reasonable and Customary charges in the area where the services are furnished or supplies provided. Services, supplies and equipment must be:
 - a) Medically necessary for the care or treatment of a covered Injury;
 - b) Received while coverage is in force under this Certificate; and
 - c) Rendered and/or prescribed by a licensed Physician other than the Covered Person or a member of his household or immediate family in accordance with current medical standards and practices.

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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