# **VIRGINIA**

# PROPOSAL OF INSURANCE OUT-OF-SEASON CATASTROPHIC ACCIDENT INSURANCE COVERAGE 2016-2017

# FOR COVERAGE OF

All Senior High School Athletes During Out-of-Season Interscholastic Sports
Practice Not Covered by the VHSL Catastrophic Insurance Program

**Locally Marketed by:** 

**Mass Benefits Consultants** 

P.O. Box 828 Annandale, VA 22003-0828

Phone: 1-800-221-3083

# **Eligibility**

All Interscholastic Athletics Coverage (Senior High) – Coverage and Limitations stated for Hospital and Professional Services for the option chosen by the School apply. All provisions in this Policy apply to this coverage. Sports also include: Student cheerleaders and students participating in out-of-season interscholastic practices not covered by the Virginia High School Leagues catastrophic insurance program. Includes coverage for student trainers and student managers.

### **Benefits**

The following benefit options are available for the consideration of schools.

### **Accident Medical Benefit Maximum**

\$5,000,000.00 \$3,000,000.00 \$1,000,000.00

### <u>Premium Per Person</u> <u>All Senior High Athletes</u>

\$2.75 (\$700.00 Minimum Premium) \$2.40 (\$600.00 Minimum Premium) \$2.00 (\$500.00 Minimum Premium)

### **HOSPITAL AND PROFESSIONAL SERVICES BENEFITS**

Gerber Life Insurance Company, herein called the Company, will pay Reasonable Expenses incurred for a covered Injury. The Injury must be treated within the number of days stated in the Schedule of Benefits. Services must be given: (1) by a Physician; (2) for Medically Necessary treatment; and (3) within the time limit stated in the Schedule of Benefits are paid to the maximum stated in the Schedule of Benefits for any one Injury for Reasonable Expenses which are in excess of the Deductible. Benefits under this provision are subject to all other provisions of the Policy, including all Coverage and Limitations, Maximums and Exclusions.

### ACCIDENTAL DEATH, DISMEMBERMENT, LOSS OF SIGHT, SPEECH AND HEARING

When a covered Injury results in any of the Losses to the Insured which are stated in the Schedule of Benefits for Accidental Death, Dismemberment, Loss of Sight, Speech and Hearing then the Company will pay the benefit stated in the schedule for that Loss. The Loss must be sustained within 365 days after the date of the Accident.

The maximum benefit payable under this provision is stated in the Schedule of Benefits under Maximums and Benefit Period: 1) Life; 2) Both Hands or Both Feet or Sight of Both Eyes; 3) Loss of One Hand and One Foot; 4) Loss of One Hand and Entire Sight of One Eye; 5) Loss of One Foot and Entire Sight of One Eye; 6) Loss of One Hand or Foot; 7) Loss of Sight in One Eye; 8) Loss of Speech; 9) Loss of Hearing (both ears); 10) Loss of Speech and Hearing (both ears); and 11) Loss of Thumb and Index Finger of the Same Hand.

Half of the maximum benefit will be paid for the Loss of one Hand, one Foot or the Sight of One Eye.

Loss of Hand or Foot means the complete Severance through or above the wrist or ankle joint. Loss of Sight means the total, permanent Loss of Sight in One Eye. The Loss of Sight must be irrecoverable by natural, surgical or artificial means. Loss of Speech means total and permanent loss of audible communication which is irrecoverable by natural, surgical or artificial means. Loss of Hearing means total and permanent loss of ability to hear any sound in both ears which is irrecoverable by natural, surgical or artificial means. Loss of Thumb and Index Finger of the Same Hand means complete Severance through or above the metacarpophalangeal joints of the same hand (the joints between the fingers and the hand). Severance means the complete separation and dismemberment of the part from the body.

If the Insured suffers more than one of the above covered losses as a result of the same Accident the total amount the Company will pay is the maximum benefit.

Benefits paid under this provision will be paid in addition to any other benefits provided by the Policy.

Benefits under this provision are subject to all other provisions of the Policy, including all Coverage and Limitations, Maximums and Exclusions.

### **HEART OR CIRCULATORY MALFUNCTION BENEFIT**

The Company will pay the benefit amount shown in the Schedule of Benefits, subject to all applicable conditions and Exclusions, if an Insured suffers a sudden heart or circulatory malfunction, that results in death or Injury, and the first symptoms of the malfunction are medically diagnosed while the Insured is covered under the Policy and within 72 hours of a Regularly Scheduled Activity.

**Exclusions** The benefits will not be payable if in the past 1 year, the Insured was medically diagnosed as having treatment, or received treatment for:

- 1. a heart or circulatory malfunction;
- 2. hypertension, angina, cerebral vascular incident or other heart or circulatory condition

Benefits under this provision are subject to all other provisions of the Policy, including all Coverage and Limitations, Maximums and Exclusions.

### **DEFINITIONS**

**Hospital** means an institution that meets all of the following: 1) It is licensed as a Hospital pursuant to applicable law; 2) It is primarily and continuously engaged in providing medical care and treatment to sick and injured persons; 3) It is managed under the supervision of a staff of medical doctors; 4) It provides 24-hour nursing services by or under the supervision of a graduate registered nurse (R.N.); 5) It has medical, diagnostic and treatment facilities, with major surgical facilities on its premises, or available on a prearranged basis; and 6) It charges for its services.

Hospital also means a psychiatric hospital as defined by Medicare. It must be eligible to receive payments under Medicare.

A Hospital is mainly not a place for rest, a place for the aged, a place for the treatment of drug addicts or alcoholics, or a nursing home.

**Injury** means bodily injury caused by an Accident. The Injury must occur while this Policy is in force and while the Insured is covered under this Policy. The Injury must be sustained as stated on the face page of this Policy, except where specifically stated otherwise in this Policy.

**Insured** means any person, attending a School, for whom insurance is in force under this Policy and when due, the required premium has been paid for. A person's insurance takes effect and terminates as stated in the Policy Effective Date and Policy Termination Date provision.

**Medically Necessary** means medical and dental treatment which: 1) Are essential for diagnosis, treatment or care of the Injury or Accident for which it is prescribed or performed; 2) Meets generally accepted standards of medical practice; and 3) Are ordered by a Physician and performed under his or her care, supervision or order.

**Physical Therapy** means any form of physical therapy, whether by machine or hand, by use of exercise, manipulation, massage, adjustment, heat or cold, air, light, water, electricity or sound.

**Physician** means a currently licensed practitioner of the healing arts performing within the scope of a license which is issued under the laws of the state of practice. It does not include the Insured or his/her Immediate Family.

**Reasonable Expense** means the average amount charged by most providers for treatment, service or supplies in the geographic area where the treatment, service or supply is provided. Such services and supplies must be recommended and approved by a Physician.

### **HOW BENEFITS ARE PAID**

The Company will pay Reasonable Expenses that are not recoverable from any Other Plan. The Company will determine the amount of benefits provided by Other Plans without reference to any coordination of benefits, non-duplication of benefits, or similar provisions. The amount from Other Plans includes any amount, to which the Insured is entitled, whether or not a claim is made for the benefits. This Blanket Student Accident Insurance is secondary to all other policies.

This provision will not apply if the total Reasonable Expenses incurred for Hospital and Professional Services Benefits are less than the amount stated in the Schedule of Benefits under Excess Coverage Applicability.

### **EXCLUSIONS**

No Benefits are payable for Hospital and Professional Services for the following: 1) Injuries which are not caused by an Accident; 2) Treatment for hernia, regardless of cause, Osgood Schlatter's disease, or osteochondritis; 3) Injury sustained as a result of operating, riding in or upon, or alighting from a two-, three-, or four-wheeled recreational motor vehicle or snowmobile; 4) Aggravation, during a Regularly Scheduled Activity, of an Injury the Insured suffered before participating in that Regularly Scheduled Activity, unless the Company receives a written medical release from the Insured's Physician; 5) Injury sustained as a result of practice or play in interscholastic tackle football and/or sports, unless the premium required under the Football and/or Sports Coverage provision has been paid; 6) Any expense for which benefits are payable under a Catastrophic Accident Insurance Program of the State Interscholastic Activities Association; 7) Treatment performed by a member of the Insured's Immediate Family or by a person retained by the School; 8) Injury caused by war or acts of war; suicide or intentionally self-inflicted Injury, while sane or insane; violating or attempting to violate the law; the taking part in any illegal occupation; fighting or brawling except in self defense; being legally intoxicated or under the influence of alcohol as defined by the laws of the state in which the Injury occurs; or being under the influence of any drugs or narcotic unless administered by or on the advice of a Physician; 9) Medical expenses for which the Insured is entitled to benefits under any (a) Workers' Compensation act or similar legislation; 10) Expense incurred for treatment of temporomandibular joint dysfunction and associated myofacial pain; 12) Expenses incurred for experimental or investigational treatment or procedures.

### NOTICE OF CLAIM

Written notice of claim must be given to the Company within 90 days after the occurrence or commencement of any loss covered by this policy, or as soon thereafter as is reasonably possible. Notice given by or on behalf of the Named Insured to the Company, with information sufficient to identify the Named Insured shall be deemed notice to the Company. Written proof of loss must be furnished to the Company at its said office within 90 days after the date of such loss.

In the event of an Accident, students should:

- 1. Secure treatment at the nearest medical facility of their choice.
- Obtain a receipt (if payment of any bills were made) and itemized copy of charges from the provider of medical services and send
  copies of their itemized bills, primary insurance Explanation of Benefits and the fully completed and <u>signed</u> accident claim form to the
  claims office mail all correspondence to WEB-TPA, P.O. Box 2415, Grapevine, TX 76099-2415
- 3. Call 1-866-975-9468 toll free with any Claims questions.

National Representative

Stevens Point, WI 54481
Phone: (800) 727-7642 Fax: (715) 344-6126
information@specialmarkets.com
specialmarkets.com

Underwritten by Gerber Life Insurance Company White Plains. New York 10605

### IMPORTANT NOTICE - THE POLICY DOES NOT PROVIDE COVERAGE FOR SICKNESS.

This proposal has been designed to illustrate the highlights of this insurance and it does not include all coverage details. All information in this proposal is subject to the provisions of Policy Form COL-11(VA), underwritten by Gerber Life Insurance Company. If there is any conflict between this proposal and the Policy, the Policy will prevail.

Note: Please see the Master Policy for complete and individual state details.

### CATASTROPHIC ACCIDENT MEDICAL SCHEDULE OF BENEFITS - MEDICAL ONLY

**Maximum Aggregate Limit of Liability:** \$1,000,000, \$3,000,000 or \$5,000,000\*\* **Maximum Medical Expense Amount:** \$1,000,000, \$3,000,000 or \$5,000,000\*\* Accidental Death, Dismemberment, Loss of Sight, Speech and Hearing Benefit: Single Dismemberment: \$5,000 Double Dismemberment: \$10,000 **Loss Period:** For Hospital and Professional Services Treatment must begin within 60 days after the Accident occurs. For Accidental Death, Dismemberment or Loss of Sight Loss must be sustained within 365 days after the date of the Accident **Benefit Period:** Services must be received within 5 years from the date of the Accident **Excess Coverage Applicability:** Full Excess **Deductible** (Medical Expenses payable under any Other Plan will be used to satisfy or reduce the Deductible.): \$25,000 Deductible Establishment Period 2 Years Hospital/Facility Services - Inpatient Hospital Room and Board: 100% of RE up to the semi-private room rate Hospital Intensive Care: 100% RE\* 100% RE\* Inpatient Hospital Miscellaneous: Confinement in an Extended Care Facility (per calendar year): \$365,000 maximum Hospital/Facility Services - Outpatient Outpatient Hospital Miscellaneous (Except Physician's services and x-rays paid as below): 100% RE\* 100% RE\* Hospital Emergency Room: Free-Standing Ambulatory Surgical Facility: 100% RE\* 100% RE\* Hospital Emergency Room Physician: Physician's Services Surgical: 100% RE\* 100% RE\* Assistant Surgeon: Anesthesiologist: 100% RE\* 100% RE\* Physician's Non-Surgical Treatment (except as in below) Physician's Outpatient Treatment in Connection with Physical Therapy and/or Spinal Manipulation: \$25,000 maximum Other Services Registered Nurses' Services 100% RE\* 100% RE\* Prescriptions (dispensed by a licensed pharmacist) – Outpatient: Laboratory Tests - Outpatient: 100% RE\* X-Rays (includes interpretation): 100% RE\* Diagnostic Imaging (MRI, CAT SCAN, ETC.) Includes Interpretation: 100% RE\* Ground Ambulance: 100% RE\* Air Ambulance: 100% RE\* Durable Medical Equipment (includes orthopedic braces and appliances): \$25,000 maximum 100% RE\* Combined Home Health and Custodial Care (per calendar year): \$100,000 maximum Treatment Of Mental Or Nervous Disorders: Physician Fees (Amount Per Visit / Visits Per Day / Visits Per Calendar Year) 50 / 1 / 50 Inpatient Hospital maximum stay up to 45 days Prosthetic Devices Benefit: RE\* during the first two years after the covered accident is \$100,000. RE\* is payable immediately thereafter and shall not exceed \$100,000 (\$200,000 if amputation of the leg above the knee). The maximum benefit amount payable is \$200,000 (\$300,000 if amount amount payable is \$200,000 if amount payable is \$200,000 (\$300,000 if amount payable is \$200,000 if amount payable is \$

### \*RE means Reasonable Expense

Heart or Circulatory Malfunction:

\*\*Within the coverage documents issued, one of the options above will match the selections made by your authorized representative within the enrollment form for coverage.

\$10,000 maximum for loss of life