

EXCLUSIONS

This Policy does not cover Loss nor provide benefits for:

- Expenses for treatment to the teeth, except for treatment resulting from Injury to natural teeth;
- Services normally provided without charge by the policyholders student health service, infirmary or Hospital, or its employees;
- Routine eye exams and contacts; replacing eyeglasses or prescription thereof; routine examinations and services related to hearing examinations or hearing aids, or treatment for hearing defects not related to an Injury;
- Suicide, attempted suicide or intentionally self-inflicted Injury;
- Injury due to participation in a riot;
- Cosmetic surgery. Cosmetic surgery does not include reconstructive surgery which results from trauma, infection or other diseases of the involved part;
- Loss resulting from air travel, except as a fare paying passenger on a commercial flight;
- Injury resulting from any declared or undeclared war;
- Injury while in the armed forces of any country;
- Injury covered by any workers' compensation or occupational disease law;
- Treatment provided in a government Hospital unless the Insured is legally obligated to pay such charges;
- Infections, except pyogenic or bacterial infections caused wholly by a covered Injury;
- Hernia, unless it results from a covered Injury;
- Injury resulting from being intoxicated or under the influence of any narcotic unless taken on a Physician's advice;
- Claims occurring while parachuting or hang-gliding; or Injury sustained while traveling in or on any two or three-wheeled motor vehicle operated by a person who does not hold a valid operator's license;
- For international students, Expenses incurred in the Insured Student's home country of regular domicile;
- Routine physical examinations, preventive care; elective surgery and elective treatment; or services solely to improve appearance;
- Expense for knee orthopedic devices unless prescribed for use during post-surgical physical therapy;
- Pre-existing Conditions.

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 which occurred outside the geographic area serviced by the HMO, PPO or similar arrangement.

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 the Accident to Your coach or athletic trainer 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, have the attending Physician and supervising coach complete their portion of the form, attach all itemized medical and Hospital bills and mail them to claims administrator below:

Pioneer Management Systems
PO Box 1146
West Springfield, MA 01090
Phone: 1 (866) 653-2542
Fax: 413-265-2779
E-mail: student@pioneerhealth.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.

MARKEL 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) 431-1270 or www.markelmedical.com.

Underwritten by:



Glen Allen, VA 23060

Administered by:
**Educational & Institutional
Insurance Administrators, Inc.**

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.

BLANKET ATHLETIC ACCIDENT INSURANCE PLAN

Designed for
Student Athletes



2005—2006

EXCESS COVERAGE
This policy is payable only in excess of any Expenses payable by Other Valid & 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 2005-06 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

When a claim is made, Other Valid and Collectible Insurance pays its benefits without regard to this policy. This policy then adjusts benefits so that the total benefits available will not exceed the allowable Expenses. No plan pays more than it would without the coordination provision. In the absence of Other Valid and Collectible Insurance, it is Our intention that Expenses incurred in connection with any covered Injury shall be fully payable subject to the terms, conditions and limitations of this policy.

SUBROGATION

When benefits are paid to or for an Insured Person under the terms of this Policy, we shall be subrogated, once the Insured has been indemnified for his Loss, unless otherwise prohibited by the law, to the rights of recovery of such Insured Person against any person who might be acknowledged liable or found legally liable by a Court of competent jurisdiction for the Injury or Sickness 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.

DEFINITIONS

Accident means a sudden, unexpected and unintended event which is identifiable and results in an Injury to an Insured person participating in a Covered Event. Accident does not include a Loss contributed to by disease or sickness.

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 claimant'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 Insured person is covered under the policy. This benefit will include misuse, overuse,

DEFINITIONS – Continued

strains, tendinitis, stress fracture, heat stroke, and similar conditions. Aggravation or recurrence of Injuries shall be included provided the athlete was cleared by a Physician for full participation, without any limitations or orthotics in the year and for the sport for which the aggravation or recurrence 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 Insured institution.

Expense means the Usual and Customary charges for Medically Necessary treatment, service or supplies. Such Expense shall not include any amount not customarily charged to persons without insurance.

Hospital means a licensed institution including a tax supported institution of the state which has, on the premises, or prearranged access to, medical and surgical facilities. It must maintain permanent facilities for the care of overnight resident patients under the care of a Physician. It must have a Registered Nurse (RN) always on duty or call. Confinement in the special wing of a Hospital used primarily as a nursing, rest, convalescent or extended care facility is not confinement in a Hospital, unless such confinement is because of a lack of space in a Hospital's full service wing.

Injury means bodily harm caused by an Accident which occurs while this policy is in force and is the sole cause of the Loss.

Insured means an eligible student or an eligible student's dependent (if dependent coverage is available under this policy).

Loss means medical Expense caused by Injury and covered by this policy.

Medically Necessary means medical services, supplies or treatment authorized by a Physician to treat an Insured person's bodily Injury which are: (a) consistent with the symptoms or diagnosis; (b) appropriate and accepted according to good medical practice standards; (c) not primarily for the convenience of the Insured person, Physician, or other providers; and (d) consistent with the most appropriate supply or level of services which can be safely provided to the patient.

Other Valid and Collectible Insurance shall mean any plan providing medical Expense benefits for or by reason of dental, Physician, nurse, Hospital care, treatment, or confinement, or the performance of surgery and/or anesthesia, when benefits are provided by: 1) any type of service plan contracts, any group or blanket insurance, employee benefit plan or any plan arranged through an employer, trustee, union or employee benefit association; or 2) any plan or program created or

DEFINITIONS – Continued

administered by national or state government, or any agencies thereof; or 3) individual insurance. We will not limit or exclude payment on a claim because the Insured is eligible for or is provided medical assistance under the provisions of Title XIX of the Social Security Act.

Physician means any practitioner of the healing arts, licensed by the state in which he practices and acting within the scope of his license, including a duly licensed podiatrist, surgeon, osteopath, dentist, chiropractor, optometrist, psychologist, physical therapist and graduate nurse. Physician shall not include a member of the Insured's immediate family.

Pre-existing Condition means the existence of symptoms which would cause a person to seek diagnosis, care or treatment within a one-year period preceding the effective date of the coverage of the Insured person, or a condition for which medical advice or treatment was recommended by a Physician or received from a Physician within a one-year period preceding the effective date of coverage of the Insured Person.

Usual and Customary Expense means an Expense which: (a) is charged for treatment, supplies or medical services Medically Necessary to treat the Insured's condition; and (b) does not exceed the usual level of charges made for similar treatment, supplies or medical services in the locality where the Expense is incurred.

We, Us or Our means Markel Insurance Company.

You, Your or Yours means the Insured.

DESCRIPTION OF BENEFITS

ATHLETIC ACCIDENT BENEFIT: \$25,000
This benefit is provided by the Institution to all eligible student athletes for the 9-month academic year.

When your Injury requires (a) treatment by a Physician; (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 Physician, prescription medicines, drugs, or any other therapeutic services or supplies; or (i) home health care, We will pay the Expense incurred within (104) weeks after the date of the Accident up to a maximum of \$25,000. This benefit includes coverage for treatment of Injury to natural teeth.

DESCRIPTION OF BENEFITS - Continued

HOSPITAL & SURGICAL PROVISIONS:

- Hospital room and board are included up to the semi-private room rate;
- When more than one surgical procedure is performed at the same time, but in different areas, with a different surgical 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;
- Surgery charges are included based on the MDR (Medical Data Research) surgery of surgical fees valued at the 90th percentile;
- Services of an assistant surgeon are included, up to 25% of the amount payable for the surgery;
- 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;
- 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 are limited to \$300 unless specifically ordered by an orthopedic surgeon. Physiotherapy includes heat treatment or diathermy, ultrasonic, microtherm, manipulation, adjustment, massage therapy and acupuncture.

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 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 Markel Insurance) for NCAA Participating Institutions.

CONFORMITY WITH STATE STATUTES

Any provision of this plan which, on its effective date, is in conflict with the statutes of the state in which it is issued, is hereby amended to conform to the minimum requirements of such statutes.

Note: Any Expense not specifically mentioned in the preceding sections is not covered.

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