**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.

**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**
  - Phone: 1 (866) 653-2542
  - Fax: 413-265-2779
  - E-mail: student@pioneerhealth.com

A CLAIM FORM MUST BE SUBMITTED WITHIN 180 DAYS FROM THE 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:

MARKEL INSURANCE COMPANY

Glen Allen, VA 23000

Administered by:

Educational & Institutional Insurance Administrators, Inc.

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.

w/ARC
DEFINITIONS – Continued

EXCESS COVERAGE PROVISION
When a claim is made, Other Valid and Collectable Insurance pays its benefits without regard to this policy. The excess benefits so that the total benefits available will not exceed the allowable Expenses. No plan pays more than it would without the cooperation fortification provision. In the absence of Other Valid and Collectable Insurance, it is Our intention that Expenses incurred in connection with any covered Injury shall be fully paid subject to the terms, conditions and limitations of this policy.

SUBROGATION
When benefits are paid to an Insured Person under the terms of this Policy, we shall be subrogated, once the Insured had been indemnified for his Loss, unless otherwise prohibited by law, to the rights of recovery of such Insured Person against any person who might be liable or for which the Insured Person might be acknowledged liable or found legally liable by a Court of competent jurisdiction for the Injury or Sickness that necessitated the hospitalization or medical or the surgical treatment for which the benefits were paid. Such subrogation rights shall extend only to the extent of the benefits we have paid for such hospitalization and treatment, and we shall pay fees and costs associated with such recovery.

DEFINITIONS – Continued

EXCLUSION
DEFINITIONS
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 for eligible 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.

DESCRIPTION OF BENEFITS – Continued

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, 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;
3. 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;
4. If the Insured student is admitted into the Hospital on a Friday or Saturday on a non-emergency basis, the procedure for which the student is admitted is not performed on the date of the admission; we will pay the Hospital room & board or miscellaneous expenses for the initial Friday or Saturday preceding the procedure.

We, Our 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 8-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 services; (f) use of an ambulance; (g) use of an ambulance surgical center or ambulatory medical center; (h) if ordered by a Physician, prescription medicines, drugs, or any other therapeutic services performed or furnished by an organization or private practitioner, 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.

DEFINITION OF BENEFITS – Continued

HOSPITAL & SURGICAL PROVISIONS:
1. All hospital and surgical services are included up to the semi-private room rate;
2. 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;
3. 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;
4. If the Insured student is admitted into the Hospital on a Friday or Saturday on a non-emergency basis, the procedure for which the student is admitted is not performed on the date of the admission; we will 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, 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 Condition (ARC) in accordance with 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.

CONFIRMATION 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.