# University of Mount Union



## Student Accident Insurance Plan • MCB 4152902

The following is a brief description of the Student Accident Insurance Plan. The benefits described are subject to certain limitations and exclusions as described in the policy. For specific definitions of terms used below as well as further details and information about this Plan, please see the policy.

## Eligibility

Class I: All Enrolled Students of the policyholder.

Class II: All Registered Intercollegiate Student Athletes, Student Managers, Student Trainers, Student Coaches and Guest Recruits of the policyholder.

## **Covered Activities**

Class I: 24 hour accident protection, 7 days a week, 365 days a year, excluding intercollegiate sport accidents.

- Class II: While participating in sponsored, scheduled and supervised intercollegiate games, practice, conditioning, and authorized team travel to and from events for the following sports:
  - Men:Baseball, Basketball, Cheerleading, Cross Country, Dance, Football, Golf, Lacrosse, Soccer, Swim/Dive, Tennis,<br/>Track & Field, Volleyball and Wrestling.
  - Women: Basketball, Cheerleading, Cross Country, Dance Team, Golf, Lacrosse, Soccer, Softball, Swim/Dive, Tennis, Track & Field, Volleyball, and Wrestling.

# Benefit Amount

Accidental Death Benefit:	\$10,000			
Accidental Dismemberment Benefit:	\$10,000			
Covered Loss of:	Benefit Amount	Covered Loss of:	Benefit Amount	
Both hands or both feet	100% of benefit amount	Speech or Hearing	50% of benefit amount	
One hand and one foot	100% of benefit amount	One hand, one foot,		
One hand and one foot		or sight of one eye	50% of benefit amount	
plus sight of one eye	100% of benefit amount	Thumb and index finger		
Sight of both eyes	100% of benefit amount	of the same hand	25% of benefit amount	
Speech and Hearing	100% of benefit amount	Hearing in one ear	25% of benefit amount	
Plegia:	Benefit Amount	Plegia:	Benefit Amount	
Quadriplegia	100% of benefit amount	Hemiplegia	50% of benefit amount	
Triplegia	75% of benefit amount	Uniplegia	25% of benefit amount	
Paraplegia				
Exposure and Disappearance Benefit:\$10,000				
Accidental Excess Integrated Medical Expense Benefit: Class I: \$1,000 maximum benefit				
Class II: \$90,000 maximum benefit				
\$0 deductible per insured per covered accident				
100% our share of usual and customary expenses				
per insured per covered accident				
Cardiac Injury Extension:		overage Amount		

## Reduction of Benefit at Age 70 Schedule

At age 70, the Accidental Death Benefit, Accidental Dismemberment Benefit, and Exposure and Disappearance Benefit will be reduced based on your previous benefit amount per the following schedule shown below for the attained age:

Age at Date of Loss	Percent of Benefit Amount	Age at Date of Loss	Percent of Benefit Amount
Age 70-74		Age 80-84	
Age 75-79		Age 85 & Over	15%

These reductions also apply if coverage begins or coverage increases on or after the date of attaining age 70.

# Aggregate Limit of Liability

The Aggregate Limit of Liability per covered accident is \$500,000.

**Aggregate Limit of Liability** means the total Accidental Death Benefit, Accidental Dismemberment Benefit, and Exposure and Disappearance Benefit, we will pay for a covered accident set forth in the Schedule above. For purposes of the Aggregate Limit of Liability provision, a covered accident will arise out of a single event and include a resulting Covered Loss. If the total benefits under the Aggregate Limit of Liability is not enough to pay full benefits to each insured, we will pay each one a reduced benefit based upon the proportion that the Aggregate Limit of Liability bears to the total benefits which would otherwise be paid.

## **Benefits Provided**

#### Accidental Death Benefit

If you suffer a loss of life as a result of a covered injury, we will pay the applicable amount shown in the policy schedule. Your death must occur within 365 days of your covered injury.

#### Accidental Dismemberment Benefit

If your covered injury results in any of the following covered losses, we will pay the percentage shown below. Your covered loss must occur within 365 days of your covered accident.

The benefit amount is based on the maximum amount shown in the policy schedule for the person suffering the Covered Loss.

For purposes of this Benefit Covered Loss means:

- 1. For a foot or hand, actual severance through or above the ankle or wrist joint;
- 2. For thumb and index finger, complete severance through or above the metacarpophalangeal joint of both digits;
- 3. Total and permanent loss of sight;
- 4. Total and permanent loss of speech; or
- 5. Total and permanent loss of hearing.

**Plegia** means a permanent, complete and irreversible loss of voluntary movement that affects motor function of one (1) or more limbs. Proof of total plegia may be required by us on a periodic basis. Benefits are not payable for paralysis caused by a stroke. This benefit is payable based on the following table.

Plegia must continue for 12 consecutive months and be determined by our competent medical authority.

#### Exposure and Disappearance Benefit

If you are exposed to weather because of an accident and this results in a covered loss, we will pay the applicable amount shown in the policy schedule subject to all policy terms.

If the conveyance in which you are riding disappears, is wrecked, or sinks, and you are not found within 365 days of the event, we will presume that you lost your life as a result of injury. If travel in such conveyance was covered under the terms of the policy, we will pay the applicable amount shown in the policy schedule, subject to all policy terms. We have the right to recover the benefit if we find that you survived the event.

#### Accident Excess Integrated Medical Expense Benefit

We will pay our share of the usual and customary expenses for medically necessary **Covered Medical Service(s)** incurred by you resulting from a covered accident while participating in a covered activity, up to the maximum benefit shown on the policy schedule. Coverage is provided in excess of the deductible shown in the accident medical expense schedule provided that:

- 1. the first treatment or service occurs within one hundred eighty (180) days of the covered injury; and
- 2. the medical expenses are incurred within one hundred four (104) weeks of the covered injury.

For this benefit only, the following definitions apply:

#### Covered Medical Service(s) means any of the following services:

- 1. Hospital room and board expenses: the daily room rate when an Insured is Hospital Confined and general nursing care is provided and charged for by the Hospital. In computing the expenses payable under this benefit, the date of admission will be counted but not the date of discharge.
- 2. Ancillary or miscellaneous inpatient Hospital expenses: services and supplies including operating room, anesthesia and medicines (excluding take home drugs) when Hospital Confined.
- 3. Medical Emergency care (room and supplies) expenses incurred within one hundred twenty (120) hours of an Accident and including the emergency room or attending Physician's charges, X-rays, laboratory procedures, use of the emergency room and supplies.
- 4. Outpatient surgical room and supply expenses for use of the surgical facility (including ambulatory surgical facilities).
- 5. Diagnostic X-rays, laboratory procedures and tests.
- 6. Physician non-surgical treatment/examination expenses (excluding medicines) including the Physician's initial visit, each necessary follow-up visit and consultation visits when referred by the attending physician.
- 7. Physician's surgical expenses that require singular or multiple surgical procedures during the same operative session through the same or different incision, We will pay only one benefit, the largest of the procedures performed. The Physician's surgical procedure(s) must be the result of a Covered Injury.
- 8. Anesthesiologist expenses for pre-operative screening and administration of anesthesia during a Physician's surgical procedure whether on an inpatient or outpatient basis. The Physician's surgical procedure(s) must be the result of a Covered Injury.
- 9. Assistant Physician expenses.
- 10. The services of a Registered Nurse (the nurse cannot be a member of the Insured's immediate family).
- 11. Physiotherapy expenses on an inpatient or outpatient basis. Expenses include treatment and office visits connected with such treatment when prescribed by a Physician, including diathermy, ultrasonic, whirlpool, or heat treatments, adjustments, manipulation, massage or any form of physical therapy and/or occupational therapy.
- 12. Radiological procedures including: cardiac imaging and nuclear medicine and molecular imaging related to a Covered Injury and prescribed by a Physician.
- 13. Diagnostic imaging expenses including Magnetic Resonance Imaging (MRI) and Computed Axial Tomography (CAT) Scan related to a Covered Injury and prescribed by a Physician.
- 14. Ambulance expenses for transportation from the emergency site to the Hospital.
- 15. Rehabilitative limb braces, wheelchairs and other medical equipment or appliances prescribed by a Physician and related to the Covered Injury. It must be durable medical equipment that:
  - a. is primarily and customarily used to serve a medical purpose;
  - b. can withstand repeated use; and
  - c. generally is not useful to a person in the absence of injury.

No benefits will be paid for rental charges in excess of the purchase price.

We will not cover computers, motor vehicles or modifications to a motor vehicle, ramps and installation costs.

- 16. Eyeglasses, contact lenses or hearing aids damaged or destroyed as a result of a Covered Injury and prescribed by a Physician.
- 17. Prescription drug expenses for Covered Injuries, prescribed by a Physician and administered on an outpatient basis.
- 18. Expenses for blood, blood transfusions and oxygen (including delivery of tanks and equipment and its administration).
- 10. Dental treatment for teeth, gums or structures directly supporting the teeth performed as a result of a Covered Injury.
- 20. Treatment resulting from complications of pregnancy due to a Covered Injury.

#### **EXCESS INTEGRATED**

The benefit amount for this benefit is payable in excess of any In Force Policy and its applicable deductible. In the event and only in the event of the reduction or exhaustion of the limit of insurance of the In Force Policy solely as the result of actual payment of benefits covered thereunder, the Policy shall pay excess of the reduced limit of insurance of the In Force Policy and its applicable deductible. The Policy shall only pay pursuant to the terms and conditions of the Policy and no other policy.

We will pay the Usual and Customary amount, reduced by the payment by any other insurance plan. The Policy will recognize payment by any other insurance plan as reducing or satisfying the deductible amount of the Policy. In no event will We pay more than the maximum amount stated in this rider.

If no In Force Policy exists, the Policy will pay benefits on a primary basis subject to the deductible and coinsurance amounts stated in the Schedule.

#### **SUBROGATION**

We have the right to recover from any third party all payments including future payments, which We have made to the Insured or on behalf of the Insured's Spouse or Domestic Partner, child, heirs, guardians or executors or will be obligated to pay in the future to the Insured, from any Third Party. If the Insured recovers from any third party, We will be reimbursed first from such recovery to the extent of Our payments to or on behalf of the Insured. The Insured agrees to assist Us in preserving its rights against any third party, including but not limited to, signing subrogation forms supplied by Us.

#### Cardiac Injury Extension

The Accidental Death, Accidental Dismemberment and Accident Medical Expense benefits are extended to apply to Cardiac Injury. Cardiac Injury means a sudden Heart or Circulatory Malfunction if the first symptoms of such malfunction are medically diagnosed:

- 1. while You are covered under the Policy;
- 2. while You are participating in a Covered Activity; and
- 3. within 72 hours of the Covered Activity.

You must be under age 90 prior to the date of the **Covered Activity**.

#### To File a Claim

Contact Bob McCloskey Insurance for a claim form.

Bob McCloskey Insurance.	Toll free number: 800-445-3126
P.O. Box 511	Fax: 732-583-9610
Matawan, NJ 07747	e-mail: bmi@bobmccloskey.com

Complete the form and send it to the within 90 days of the loss. Refer to Plan Number MCB 4152902

## **Beneficiary Designation**

Covered losses resulting from your death are paid to your named beneficiary at the time of death. If there is no beneficiary named or your named beneficiary predeceases or dies at the same time as you, we will pay the benefit to your estate: All other claims will be paid to you.

# **General Exclusions**

A loss shall not be a covered loss if it is caused by, contributed to, or resulted from:

- 1. suicide or any attempt at suicide or intentionally self-inflicted injury or any attempt at intentionally self-inflicted injury.
- 2. war or any act of war, whether declared or undeclared.
- 3. involvement in any type of active military service.
- 4. illness or disease, regardless of how contracted; medical or surgical treatment of illness or disease; or complications following the surgical treatment of illness or disease; except for Accidental ingestion of contaminated foods.
- 5. participation in the commission or attempted commission of any felony.
- 6. parasailing, bungee jumping, heli-skiing, scuba diving or any other extra-hazardous activity.
- 7. being intoxicated while operating a motor vehicle.
  - a. An Insured will be conclusively presumed to be intoxicated if the level of alcohol in his or her blood exceeds the amount at which a person is presumed, under the law of the locale in which the Accident occurred, to be intoxicated, if operating a motor vehicle.
  - b. An autopsy report from a licensed medical examiner, law enforcement officer reports, or hospital records will be considered proof of the Insured's intoxication.
- 8. being under the influence of any prescription drug, controlled substance, or hallucinogen, unless such prescription drug, controlled substance, or hallucinogen was prescribed by a Physician and taken in accordance with the prescribed dosage.
- 9. travel or flight in any aircraft except as a fare-paying passenger on a regularly scheduled charter or commercial flight.
- 10. any condition for which the Insured is entitled to benefits under any Workers' Compensation Act, No Fault Auto Coverage or similar law.
- 11. the Insured riding in or driving any type of motor vehicle as part of a speed contest or scheduled race, including testing such vehicle on a track, speedway or proving ground.

#### **General Limitations**

Benefits are payable only for covered losses incurred as a result of participation in covered activities.

Limitation on Multiple Covered Losses: If you suffer more than one covered loss as a result of the same accident, we will pay only one benefit, the largest benefit.

Limitation on Multiple Covered Activities: If you suffer a covered loss while participating in more than one covered activity, we will pay only one benefit, the largest benefit.

Limitation of Multiple Benefits: If you can recover benefits under more than one of the Benefits stated in the Schedule, as a result of the same accident, we will pay only one benefit, the largest benefit.

Limitation on Mulitple Covered Poliices: If you can recover benefits under more than one accident policy written by Zurich American Insurance Company, we will pay under only one policy, the policy which offers you the largest benefit.

## Additional Exclusions for the Accident Medical Expense Benefit

In addition to the General Exclusions stated in the Policy, We will not cover expenses under this additional benefit for:

- 1. Cosmetic, plastic or restorative surgery unless Medically Necessary for the treatment of the Covered Injury.
- 2. Any medical expenses related to pregnancy unless Medically Necessary for the treatment of the Covered Injury.
- 3. Covered Injury for which the Insured is entitled to benefits under Workers Compensation Benefits, Employer Liability Law, or any statutorily mandated coverage.

- 4. Personal comfort or convenience items, such as but not limited to Hospital telephone charges, television rental, guest meals, or internet charges.
- 5. Treatment by any immediate family member or member of the Insured's household.
- 6. Expenses incurred for dental care, treatment, repair or replacement of sound natural teeth unless Medically Necessary for the treatment of the Covered Injury.
- 7. Expenses incurred for eye examinations, contact lenses or the fitting, repair or replacement of these items unless Medically Necessary for the treatment of the Covered Injury.
- 8. A hernia of any kind unless the direct result of a covered injury.
- 9 Routine physical examinations and related medical services, elective treatment or surgery or experimental or investigative treatments or procedures.
- 10. Expenses incurred for psychological or psychiatric counseling of any kind or any expense for treatment of mental or nervous diseases or disorders.
- 11. Expenses which the Insured is not legally obligated to pay.
- 12. Expenses for Custodial Services or services provided by a private duty nurse unless such expenses are incurred as a result of a Covered Injury, as prescribed by a Physician.
- 13. Expenses related to the repair or replacement of existing artificial limbs, eyes, or other prosthetic appliances, or rental of existing medical equipment unless for the purpose of modifying the item because the Covered Injury has caused further impairment of the underlying bodily condition.

## Important

This is a brief description of the coverage provided through the student accident plan. If any conflict should arise between the contents of this handout and the master policy or if any point is not covered herein, the terms of the master policy shall govern in all cases.

#### Sanctions Exclusion Endorsement

Notwithstanding any other terms under the policy, we shall not provide coverage nor will we make any payments or provide any service or benefit to any insured, beneficiary, or third party who may have any rights under the policy to the extent that such coverage, payment, service, benefit, or any business or activity of the insured would violate any applicable trade or economic sanctions law or regulation.

Zurich

1299 Zurich Way, Schaumburg, Illinois 60196-1056 800-382-2150 <u>www.zurichna.com</u>

The terms and conditions of the Plan described in this brief summary are governed by the individual Plan document that contains the complete terms. In the event of any discrepancy between the information in this brief summary and the Plan document, the Plan document shall govern.

Insurance coverages underwritten by member companies of Zurich in North America, including Zurich American Insurance Company. Certain coverages not available in all states. Some coverages may be written on a nonadmitted basis through licensed surplus lines brokers.

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