



**Intercollegiate Sports Accident
Summary Plan Document
For
Lindsey Wilson College**

Lindsey Wilson College (LWC) implemented a secondary Intercollegiate Sports Accident Plan (Plan) to pay for medical expense related to participation in Intercollegiate Athletics, effective August 1, 2019. This Summary Plan Document (SPD), also referred to as the plan, will serve as a guideline as to how the plan works and the administration regarding the following:

- Who is covered under the Plan
- Benefits available
- When covered persons are eligible for benefits
- Policy and procedures
- Plan Exclusions
- Claims Filing Procedures
- Contribution/ Enrollment

LWC reserves the right to modify or terminate the Plan at any time and will make decisions regarding plan administration. This Plan is not a contract and does not guarantee benefits or coverage for a participating Student Athlete (SA) or other covered persons.

Benefits Available:

Accident Medical/Dental Expense Benefit Maximum Amount:	\$25,000
Benefit Period:	104 weeks
Deductible:	\$0

This Plan is a secondary plan that responds excess to any other valid and collectible insurance the covered person may have in force at the time the medical expense is incurred. The Plan will consider medical expense incurred within 104 weeks of the date of injury.

Policy and Procedures:

1. All injuries must be reported immediately to the LWC Department of Sports Medicine (SM), failure to do so may eliminate coverage under the plan.
2. Unless an emergency, all care must be referred by SM to an acceptable medical provider to LWC. There is no requirement for the Plan or LWC to pay any medical expense that results from un-referred care.
3. The plan is an excess plan; therefore, all medical expense must first be submitted to any other individual, group, or family plan in force, for the covered person, at the time medical expense is incurred.

Accident Medical Expense Benefit. If a Covered Person suffers an Injury that, within 180 days of the date of the covered accident that caused the injury, requires him or her to be treated by a medical provider, the Plan will pay the Usual and Customary Charges incurred **for Medically Necessary Covered Medical Services** received due to that Injury, up to the Maximum Amount per Student Athlete for all Injuries caused by the same covered accident. Benefits are payable for charges incurred within 104 weeks after the date of the accident causing the Injury.

Definitions

Injury means bodily injury sustained by a Covered Person caused from a Covered Accident that: 1) occurs while this Plan is in force as to the Insured Person whose Injury is the basis of claim; 2) occurs while the Covered Person is participating in a Covered Activity. All Injuries sustained by one Covered Person in any one Covered Accident, including all related conditions and recurrent symptoms of the Injuries are considered a single Injury.

Covered Person means all registered Intercollegiate Student Athletes, Student Trainers, Student Managers, Student Coaches, and Mascots of LWC whose name is on file with the department of athletics.

Covered Activity means while participating in an intercollegiate sports team in a scheduled game, an official tournament game, in a practice session, or traveling directly and uninterrupted to or from a game or practice session as a member of a team determined by LWC.

Covered Accident means an Accident that occurs directly and independently of all other causes while coverage is in effect for a Covered Person resulting in a Covered Loss under the Plan for which benefits are payable. The Covered Person must be participating in a Covered Activity, as reported in the sports census, when the Accident occurs.

Medically Necessary or Medical Necessity means a determination by the Covered Person's Physician that Treatment, service or supply provided to treat an Injury is:

- 1) appropriate and consistent with the diagnosis and does not exceed in scope, duration, or intensity the level of care needed to provide safe, adequate, and appropriate treatment of the Injury;
- 2) is commonly accepted as proper care or treatment of the Injury in accordance with the medical practices of the United States and federal guidelines;
- 3) can reasonably be expected to result in or contribute to the improvement of the Injury; and
- 4) is provided in the most conservative manner or in the least intensive setting without adversely affecting the condition of the Injury or the quality of the Medical Care provided.

Covered Accident Medical Services:

- 1) **Hospital:** the following services provided when the Covered Person is Confined in a Hospital:
 - a) the daily room rate for a semi-private room when an Insured Person is Confined in a Hospital and general nursing care is provided and charged for by the Hospital. In computing the number of days payable under this benefit, the date of admission will be counted but not the date of discharge.
 - b) ancillary hospital services and supplies including operating room, laboratory tests, Diagnostic Exams, anesthesia and medicines (excluding take home drugs) when Confined in a Hospital.
 - c) the daily room rate when an Insured Person is Confined in a Hospital in a bed in the Intensive Care Unit and nursing services other than private duty nursing services.
- 2) **Private Duty Nurse:** private duty nursing services by a registered nurse (RN) or licensed practical nurse (LPN) while an Insured Person is Confined in a Hospital. These services must be ordered by a Physician.
- 3) **Emergency Room:** expenses incurred within 12-72 hours of a Covered Accident due to Treatment in an Emergency Room. Such expenses include the attending Emergency Room Physician's charges, X-rays, laboratory procedures, medications, use of the Emergency Room, and medical supplies.
- 4) **Prosthesis:** Artificial limbs, eyes, larynx, or other prosthesis for initial acquisition and fitting. The Plan will not pay for repair or replacement of any prosthesis, unless due to a Covered Accident.
- 5) **Ambulatory Surgical Center or Ambulatory Medical Center:** Treatment including operating room, laboratory tests, anesthesia, medical supplies, and medicines (excluding take home drugs) provided in an Ambulatory Surgical Center or Ambulatory Medical Center.
- 6) **Physician:** expenses for Treatment provided by a Physician.
- 7) **Anesthesia:** expenses for pre-operative screening, anesthetics, and administration of anesthesia during a surgical procedure whether on an Inpatient or Outpatient basis.
- 8) **Durable Medical Equipment Rental:** expenses for rental of a wheelchair, orthopedic appliances, orthopedic braces, or other medical equipment that has therapeutic value for an Insured Person. The Plan will not cover computers, motor vehicles, or modifications to a motor vehicle, ramps and installation costs, eyeglasses, and hearing aids. No benefits will be paid for rental charges in excess of the purchase price.
- 9) **Blood and Blood Products:** expenses for blood, blood products, artificial blood products, and transfusions of any blood or blood products.
- 10) **Ambulance:** expenses for transportation from the emergency site to the Hospital.
- 11) **Radiological Procedures:** Outpatient expenses for CAT Scan, MRI, X-ray, CT, PET, ultrasound, and other radiological procedures. Does not include dental x-rays.
- 12) **Outpatient Laboratory Tests:** expenses for laboratory tests provided when the

Insured Person is not Confined in a Hospital and provided by a medical facility other than an Emergency Room or Ambulatory Surgical Center.

- 13) **Prescription Drug:** expenses for drugs prescribed by a Physician for the Treatment of Injury and administered on an outpatient basis.
- 14) **Rehabilitation Care Facility:** expenses for physical and occupational rehabilitation. Treatment must be provided in a duly licensed Rehabilitation Care Facility and be under the direction of a Physician.
- 15) **Dental:** expenses including dental x-rays for the repair or Treatment of each Injured tooth that is whole, sound, and a natural tooth at the time of the Covered Accident.
- 16) **Vision or Hearing Products:** Eyeglasses, contact lenses, and hearing aids when damage occurs in a Covered Accident that requires medical Treatment.
- 17) **Mental and Nervous Disorders:** expenses for Treatment of a Mental and Nervous Disorder that results directly from a Covered Accident while Confined in a Hospital or on an Outpatient basis.
- 18) **Skilled Nursing Facility:** expenses for Confinement if it begins within 5 consecutive days after an Insured Person is Confined in a Hospital as a result of a Covered Accident. The Plan will pay for Treatment if a Physician visits the Insured Person at least once every 30 days and certifies that the Confinement is Medically Necessary.
- 19) **Home Health Care:** expenses for Home Health Care beginning within 5 consecutive days after discharge from a Hospital, Skilled Nursing Facility, or Rehabilitation Care Facility.
- 20) **Expanded Sports Medical:** expenses for, or resulting from, malfunctions of the heart, embolism, heat related problems, including but not limited to, heat exhaustion, heat prostration, and heat stroke, overuse or repetitive motion injuries/symptoms, including but not limited to bursitis, tendonitis, shin splints, stress fractures, strains, and twists.
- 21) **Chiropractic Care:** expenses for Treatment and services received by a chiropractor.
- 22) **Physical and Occupational Therapy:** expenses for physical or occupational therapy and an office visit connected with any such service.
- 23) **Pre-Existing Condition:** expenses for Treatment or aggravation of a Pre-Existing Condition or expenses for re-Injury of a Pre-Existing Condition.

Plan Exclusions:

The Plan excludes benefits for any loss, treatment, or services resulting from, or contributed to, by:

- 1) pregnancy, childbirth, elective abortion, an abortion for any reason other than to preserve the life of the female upon whom the abortion is performed;
- 2) complications of pregnancy or miscarriage, except as a result of a Covered Accident;
- 3) elective or cosmetic surgery, except for reconstructive surgery needed as the result of an Injury;
- 4) orthopedic appliances used mainly to protect an Injury, so the Insured Person can participate in a Covered Activity;

- 5) expenses paid or payable under any automobile insurance policy without regard to fault; (This exclusion does not apply in any state where prohibited.);
- 6) Treatment or service provided by a private duty nurse;
- 7) routine physical exams and medical services or wellness visits;
- 8) expenses incurred that are in excess of Usual and Customary Charges for Covered Medical Services, or expenses that are not covered;
- 9) Mental and Nervous Disorders;
- 10) Medical Emergency Evacuation;
- 11) Experimental or Investigative Treatment or procedures;
- 12) treatment of any condition for which the Insured is entitled to benefits under any Workers' Compensation Act or similar law.
- 13) suicide or attempted suicide, whether sane or insane, or intentionally self-inflicted injury;
- 14) war or act of war, whether declared or undeclared;
- 15) injury sustained while on active duty service in the military, naval or air force of any country or international organization. Reserve or National Guard Service is not excluded, unless it extends beyond 31 days;
- 16) injury sustained while on any aircraft except a civil or public aircraft, or military transport aircraft;
- 17) injury sustained while on any aircraft:
 - as a pilot, crewmember or student pilot;
 - as a flight instructor or examiner;
 - if it is owned, operated or leased by or on behalf of the LWC, or any Employer or organization covering any Eligible Class under the Policy; or
 - being used for tests, experimental purposes, stunt flying, racing or endurance tests;
- 18) injury for which the Insured Person is eligible to receive Workers' Compensation benefits or similar benefits, regardless of whether he or she has applied for the benefits;
- 19) injury sustained while under the influence of any narcotics, drug or controlled substance, unless administered by or taken according to the instruction of a licensed Physician;
- 20) injury sustained by an Insured Person during or as a result of his or her commission of a felony or while incarcerated for a felony, except that this exclusion will not be applicable upon acquittal or dismissal of the felony charges;
- 21) injury sustained while the Insured Person is under the influence of intoxicants
- 22) sickness, disease, or bacterial or viral infection, or medical or surgical treatment thereof, except for any bacterial infection resulting from an accidental external cut or wound or accidental ingestion of contaminated food;
- 23) Mental and Nervous Disorders;
- 24) services for which no charge is normally made;
- 25) injury sustained while playing or practicing in a non-Covered Activity such as:
 - any inter-school club sports;
 - any intramural sports;
- 26) any loss incurred while outside the United States, its Territories or Canada; or
- 27) Any non-emergency medical treatment that is not referred by Sports Medicine to a provider acceptable to LWC.

Claims Filing Procedures:

1. The initial injury must be assessed by the Lindsey Wilson College Department of Sports Medicine. Referrals to care outside the training room will be made when necessary by SM.
2. Any medical bills incurred must first be submitted to the Student Athlete's primary insurance carrier by the Student Athlete or the medical provider rendering services.
3. This plan in excess of any other valid and collectible insurance will only consider benefits after the primary insurance carrier has responded.
4. A completed claim form must be submitted to the insurance coordinator in SM for each injury a Covered Person sustains during a Covered Activity.
5. All medical bills, including Explanation of Benefits (EOB), itemized bills and statements must be provided directly to the LWC's insurance coordinator.
6. The Third-Party Administrator (NAHGA) will pay submitted eligible medical expense as summarized in this document and is contained in the complete policy issued by The Hartford.

Primary Insurance Requirement / Enrollment Fee

All LWC Student Athletes will be required to provide proof of primary insurance coverage prior to participation in Intercollegiate Athletics. Student Athletes who do not submit primary insurance coverage and those whose primary insurance coverage cannot be verified by Borden Perlman, the plan administrator, will be charged a \$310.00 fee for the Intercollegiate Sports Accident Plan . Primary coverage will be periodically verified by the plan administrator. A \$310.00 fee will be assessed to the Student Athlete if the primary coverage is no longer in effect during the academic year.

CONTACT SHEET

NAHGA Claim Services

April Kennett
Claims Adjuster
PO BOX 189 – 88 MAIN STREET
BRIDGTON, ME 04009
(800) 952-4320 – main switchboard
(207) 647-4569 – fax
Submission email for claim forms & bills: ncsp@nahgaclaims.com
Claims website: <https://claims.nahga.com>

Roberts Insurance & Investments

Account Executive

John Roberts
john@bobrobertsins.com
(859) 623-7684 Phone

Borden Perlman

Account Executive

Kelly Myers
kmyers@bordenperlman.com
(609) 482-2210 Direct Line
(609) 306-9734

Account Executive

Tony Trombetta
ttrombetta@bordenperlman.com
(412) 354-8525 Cell

Account Manager

Eileen Stanton
estanton@bordenperlman.com
(609) 482-2207

Lindsey Wilson College

Insurance Claims Coordinator

Beth Boisvert
Lindsey Wilson College Athletic Department
210 Lindsey Wilson Street
Columbia, KY 42728
Email: boisvertb@lindsey.edu
Phone: (270) 384-8070 or (270) 384-8238
Fax: (270) 384-8078