

# School Catastrophic Accident Insurance Program ("the Program")

Marketed by: LOOMIS & LAPANN, INC. Insurance Since 1852

**IMPORTANT:** This program provides insurance for covered accidents only while insureds are participating in Covered Activities as described herein.



Insurance underwritten by: **National Union Fire Insurance Company of Pittsburgh, Pa.** with its principal place of business in New York, NY ("the Company")

# **School Catastrophic Accident Insurance**

Today, a well-rounded education involves experiences which occur outside of the normal school day, and sometimes even far from the school campus. Student travel to athletic events, museums and other cultural sites is not unusual.

School-sponsored, extra-curricular activities serve to enhance a student's academic experience. During the summer months and after school, work-study programs and clinics have become increasingly popular. In all cases, accidents and injuries can occur.

The School Catastrophic Accident Insurance Program is designed to provide accident insurance for students injured in those school sponsored activities.

# **Eligibility**

All registered students of the Policyholder (the participating school/school district).

# **Covered Activities**

Covered Activities include while particpating in Covered Events and during Covered Travel. Covered Travel means travel directly to or from a Covered Event, which has been authorized by the Policyholder.

Covered Events are both athletic and nonathletic activities organized, conducted, sponsored, supervised and sanctioned by the appropriate officials of and under the jurisdiction of the Policyholder, such as:

- Interscholastic sports
- School sponsored camps
- Summer clinic
- Open gym
- Field trips
- School dances
- Special events
- Other normal school activities

Covered Events do not include any activity or event covered under any state athletic association or activities association policies.



# **Definitions**

**Catastrophic Disability/Catastrophically Disabled** means due to an Injury an Insured has suffered one of the following losses, which the attending Physician determines to be permanent:

- severely diminished mental capacity due to brain Injury or other neurological Injury which results in the inability of the Insured to perform normal daily functions, including cognitive and behavioral disorders; or
- severely diminished physical capacity due to spinal cord Injury which results in the inability of the Insured to perform normal daily living and ambulatory functions.

**Catastrophic Disability** will be deemed to occur on the date the Catastrophic Disability first manifested as determined by a Physician specializing in the appropriate medical discipline.

**Catastrophic Injury** means an Injury suffered by an Insured which results in the exhaustion of the Immediate Medical Expense Benefit and which does not result in a Catastrophic Disability.

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

- professional ambulance services for transportation to and from a Hospital;
- 2. services of a Physician for care and treatment;
- Hospital inpatient services, including room and board (not exceeding the semi-private room rate for each day of confinement, unless a private room is Medically Necessary);
- Hospital ancillary services and supplies, including intensive care services and daily Hospital charges for personal services (including television, radio, telephone, barber, and beauty services up to a maximum of \$300 per month);
- 5. outpatient and emergency room care and treatment;
- 6. Spinal Subluxation, up to the Spinal Subluxation Maximums (per calendar year) shown in the Schedule of Benefits;
- prescribed therapy, prescription drugs, and other medical supplies commonly used for therapeutic or diagnostic services which are Medically Necessary;
- 8. treatment of Mental or Nervous Disorders.

Medical expenses shall not include charges in excess of the Usual and Customary Charges, or for Experimental or Investigative Treatment unless authorized by the Company prior to treatment.

**Covered Activity** means those activities set out in the Covered Activities section of the Master Application, with respect to which Insureds are provided accident insurance under the Policy.

**Custodial Care** means the services and treatment provided to an Insured, designed to help the patient with daily living activities, which can be reasonably performed and safely provided by a person who is not medically skilled. Custodial Care includes:

 personal care, including but not limited to help with: walking, getting in and out of bed, bathing, eating, exercising, dressing, or other like activities of daily living;

- 2. homemaking, such as preparing meals or special diets;
- 3. moving the patient;
- 4. acting as a companion or sitter, and
- 5. supervising medication which could otherwise be selfadministered.

**Dental Services** means repair or replacement necessary as a result of Injury to sound, natural teeth.

Experimental or Investigative Treatment means:

- any medical device, equipment, drug or medicine that is under investigation or is limited to research by the United States Food and Drug Administration; or
- 2. any medical or surgical treatment, equipment, drug or medicine:
  - restricted to use in a facility involving clinical research and scientific study;
  - b. which does not exhibit consistent, reproducible therapeutic benefit;
  - c. whose medical efficacy has yet to be established for the treatment of the specific illness or Injury.

Heart and/or Circulatory Malfunction(s) means coronary thrombosis, angina pectoris, cerebral vascular accident, or myocardial infarction resulting directly from participation in a Covered Activity.

Hospital means a facility which: (1) is operated according to law for the care and treatment of injured and sick people; (2) has organized facilities for diagnosis and surgery on its premises or in facilities available to it on a prearranged basis; (3) has 24-hour nursing service by registered nurses (R.N.), on duty or on call; and (4) is supervised by one or more Physicians. Hospital does not include; (1) a nursing, convalescent, or geriatric unit of a hospital when a patient is confined mainly to receive nursing care; (2) a facility which is, other than incidentally, a rest home, nursing home, convalescent home, home for the aged, or a facility for the treatment of alcohol or drug abuse; nor does it include any ward room, wing, or other section of the hospital that is used for such purposes.

**Immediate Medical Expense Benefit Deductible** means the amount of Usual and Customary Charges for Medically Necessary Covered Accident Medical Services or Dental Services that must be incurred by the Insured for treatment

of an Injury within 24 consecutive months following the date of the accident causing Injury, for which no benefits are payable under the Policy. Any expense in excess of Usual and Customary Charges, or any expense for which benefits are not payable under the Policy may not be used to satisfy the Immediate Medical Expense Deductible. This deductible shall be equal to the greater of: (1) the amount that is paid or payable by all other valid and collectible group insurance (See the Other Insurance - Excess Nature Of Policy provision); or (2) the deductible amount shown in the Schedule of Benefits in the policy.

# **Definitions (Continued)**

Immediate Family Member means a person who is related to the Insured in any of the following ways: spouse, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, father-inlaw, parent (includes stepparent), grandparents (includes stepgrandparent); brother or sister (includes stepbrother or stepsister), or child (includes legally adopted or stepchild).

**Injury** means a bodily injury caused by an accident that: (1) occurs while thePolicy is in force as to the person whose injury is the basis of claim; (2) occurs while such person is participating in a **Covered Activity**; and (3) results directly and independently from all other causes in a covered loss.

**Insured means a person:** (1) who is a member of an eligible class of persons as described in the Classification of Eligible Persons section of the Master Application while participating in a **Covered Activity**; (2) for whom premium has been paid; (3) while covered under the Policy.

**Medically Necessary** means that a Covered Accident Medical Service or Dental Service: (1) is essential for diagnosis, treatment or care of the Injury for which it is prescribed or performed; (2) meets generally accepted standards of medical practice; and (3) is ordered by a physician and performed under his or her care, supervision or order.

Mental or Nervous Disorder means any condition: (a) identified as a psychiatric disease in the Diagnostic and Statistical manual of the American Psychiatric Association; and (b) which occurs as the result of an Injury.

**Physician** means a licensed practitioner of the healing arts who is acting within the scope of his or her license who is not: (1) the Insured; or (2) an Immediate Family Member.

**Rehabilitation Facility** means a legally operating institution or part of an institution which has a transfer agreement with one or more Hospitals and which is primarily engaged in providing comprehensive multi- disciplinary physical rehabilitative services or rehabilitation inpatient care and duly licensed by the appropriate government agency to provide such services.

**Spinal Subluxation** means dislocation of the spine or treatment for the general purpose of correction of nerve interference and its effects by manual or mechanical means when such interference results from or is related to misalignment of the vertebral column.

Total Disability/Totally Disabled means Catastrophic Disability which renders the Insured unable to perform the material and substantial duties of his or her occupation for a period of twelve months; and thereafter, unable to perform the material and substantial duties of any occupation for which he or she is qualified by reason of education, training, or experience. However, with respect to an Insured for whom an occupational definition of Total Disability/Totally Disabled is not appropriate, Total Disability/ Totally Disabled means the Insured's inability to engage in any of the usual activities of a person of like age and sex whose health is comparable to that of the Insured immediately prior to the accident.

Usual and Customary Charges (U & C) means a charge that: (1) is made for a Covered Accident Medical or Dental Service; (2) does not exceed the usual level of charges for similar treatment, service or supplies in the locality where the expense is incurred (for a hospital room and board charge, other than for a Medically Necessary stay in an intensive care unit, does not exceed the hospital's most common charge for semi- private room and board); and (3) does not include charges that would not have been made if no insurance existed.



## **Benefits**

#### Immediate Medical Expense Benefit

Deductible... \$25,000 Benefit Maximum... \$50,000 Incurral Period... 52 Weeks Benefit Period... 60 Months

If an Insured suffers an Injury that requires him or her to be treated by a Physician, the Company will pay the Usual and Customary Charges incurred for Medically Necessary Covered Accident Medical Services or Dental Services incurred within 24 consecutive months following the accident that caused the injury.. After satisfaction of the Immediate Medical Expense Benefit \$25,000 Deductible, benefits shall be payable up to the Immediate Medical Expense Benefit \$50,000 Maximum for all Injuries sustained by any one person as the result of any one occurrence, provided charges for such services are incurred within the Immediate Medical Expense Benefit Period. The Immediate Medical Expense Benefit Period shall begin on the date of the accident that caused the Injury.

Covered expenses must exceed the Immediate Medical Expense Benefit Deductible within the Incurral Period. The Incurral Period starts on the date of the accident that caused the Injury.

#### Extended Injury Benefits

Aggregate Meximum (per Insured)... \$450,000 Benefit Period... 60 Months Spinal Subluxation Maximum (per calendar year)... \$2,000

(less any amount payable under the Immediate Medical Expense Benefit)

If, as the result of Injury, an Insured is determined to be Catastrophically Disabled, the Company will pay the following Extended Injury Benefits up to the Extended Injury Benefits Aggregate Maximum and within the Extended Injury Benefit Period shown in the Schedule of Benefits. If, as the result of Injury, the Insured is determined to have suffered a Catastrophic Injury, only the Medical and Dental Services Benefit shall be payable under this section. Extended Injury Benefits shall only be payable if the Immediate Medical Expense Benefit has been exhausted.

#### Covered Accident Medical Services and Dental Services Benefit -

If, as the result of Injury, an Insured is determined Catastrophically Disabled, or is determined to have suffered a Catastrophic Injury, benefits shall be payable for the Usual and Customary Charges incurred for Medically Necessary Covered Accident Medical Services and Dental Services received due to that Injury, up to the Extended Injury Benefits Aggregate Maximum and within the Extended Injury Benefit Period. Extended Injury Medical and Dental Services Benefits shall only be payable if the Immediate Medical Expense Benefit has been exhausted.

## Accidental Death Benefit

If Injury to the Insured results in death within 365 days of the date of the accident that caused the Injury, the Company will pay 100% of the \$10,000 Accidental Death Maximum Amount.

## Heart and/or Circulatory Benefit\*

(This benefit is <u>not</u> payable in addition to the Accidental Death Benefit.) If an Insured suffers a heart and/or circulatory malfunction that results in death, within 60 days following the date of the heart and/or circulatory malfunction, as a direct result of participating in a **covered activity**, the Company will pay the Heart and/or Circulatory \$10,000 Maximum Amount provided that: (1) the symptom(s) of such malfunction(s)

is (are) first medically treated while the Policy is in force with respect to such Insured and within 48 hours after such participation, and (2) such Insured has not, within the last 5 years prior to the date of such participation in the **covered activity**, been diagnosed with, or received any medication

for any heart and/or circulatory malfunction(s) unless the condition for which the prescribed medication is taken remains controlled without any change in the required prescription.





# **Ancillary Benefits**

The Ancillary Benefits are not subject to the exhaustion of Immediate Medical Expense Benefits. Family Adjustment Benefit, Special Expense Benefit, Education Benefit, Mental and Nervous Disorder Benefit start(s) on the date an Insured is determined to be Catastrophically Disabled due to an Injury, unless noted otherwise within the benefit. For these benefits, the Extended Injury Benefit Period is not in addition to the Immediate Medical Expense Benefit Period.

#### Family Adjustment Benefit

(Benefit Maximum \$30,000)				
Family Travel Expense Benefit Maximum				
(per calendar year)\$10,000				
Loss of Earnings Benefit Maximum \$10,000				
Family Training Benefit Maximum \$10,000				

If, as the result of Injury, an Insured is determined to be Catastrophically Disabled, benefits shall be payable for the following expenses, subject to the Family Adjustment Benefit Maximum and within the Extended Injury Benefit Period:

- Family counseling for the Immediate Family of the Insured during the 104 week period following the occurrence of the Insured's Catastrophic Disability, provided such counseling is: (a) Medically Necessary; and (b) furnished by a qualified and licensed practitioner specializing in the treatment of mental or nervous disorders.
- 2. Training of the Immediate Family to perform rehabilitation or Custodial Care for the Injury of the Insured, provided such training is: (a) received during the 24 -month period immediatelyfollowing the date of the accident resulting in the Catastrophic Disability; and (b) for Medically Necessary services which are applicable to the Injury for which claim has been made. Benefits for such training shall not exceed the Family Training Benefit Maximum.

- 3. Travel for the Immediate Family to visit the Insured at the Hospital or Rehabilitation Facility where the Insured is being treated for the Catastrophic Disability, provided such travel occur within 24 months immediately following the date of the accident resulting in the Catastrophic Disability. This benefit includes regular coach fares on a regularly scheduled airline, regularly scheduled train or bus, lodging, meals, and car rental not to exceed the Family Travel Expense Benefit Maximum (per calendar year). This benefit is limited to one round trip per family member during any period of six (6) consecutive months.
- 4. With respect to the legal spouse, or one parent or legal guardian of the Insured, up to 75% of the gross lost earnings due to time off from his or her regular occupation, not to exceed the Loss of Earnings Benefit Maximum, provided such time off: (a) is necessary solely for the care of the Insured due to the Insured's Catastrophic Disability; and (b) occurs during the 24 consecutive months immediately following the date of the accident which caused the Catastrophic Disability. Gross earnings will be determined based on the average monthly gross earnings for the 12- month period immediately preceding the accident which caused the Catastrophic Disability.

#### **Special Expense Benefit**

Benefits shall be payable for the Usual and Customary Charges incurred for Medically Necessary modification(s) to the Insured's home or automobile as required to facilitate his or her Catastrophic Disability, subject to the Special Expense Benefit \$100,000 Maximum and within the Extended Injury Benefit Period. If the Insured's then existing motor vehicle cannot be modified to accommodate his or her physical disability, benefits shall be payable for the purchase of a motor vehicle for the Insured.

# **Ancillary Benefits (Continued)**

Benefits will be limited to those expenses reasonably necessary to provide a motor vehicle appropriate to accommodate the Insured's physical disability. Payment for any purchase or modifications will be limited only to such purchase and modifications which are approved in advance by the Company.

#### **Education Expense Benefit**

Benefits shall be payable for the Insured's attendance at an Institution of Higher Learning to obtain an undergraduate degree or vocational training certificate, provided the Insured must: (a) matriculate at the Institution of Higher Learning within five (5) years of the date of the Injury; (b) complete his or her course of study within ten (10) years of matriculation. Education Benefits shall be paid directly to the Institution of Higher Learning only after proof of enrollment is received by the Company. Education Benefits are subject to the Education Expense Benefit \$30,000 Maximum and within the Extended Injury Benefit Period shown in the Schedule of Benefits.

As used in this benefit, Institution of Higher Learning includes any accredited institution that provides education or training beyond

the 12th grade level, including, but not limited to, any state university, private college, or trade school.

#### Mental and Nervous Disorder Benefit

Outpatient Maximum (per visit)	\$90
Outpatient Visits Maximum (per calendar year)	. 50 visits
Inpatient Maximum (per calendar year)	. 45 days

Benefits shall be payable for Usual and Customary Charges incurred for the treatment of a Mental or Nervous Disorder occurring subsequent to the Insured's Catastrophic Disability. Outpatient care or treatment shall not exceed: (a) Outpatient Maximum (per visit); or (b) the Outpatient Visits Maximum (per calendar year) and within the Extended Injury Benefit Period. Only one visit is allowable per day for outpatient treatment of Mental and Nervous Disorders.

Expenses for inpatient care in a Hospital or psychiatric hospital, are limited to the Inpatient Calendar Year Maximum and within the Extended Injury Benefit Period.



# School Catastrophic Accident Insurance

Enroll online at <u>www.loomislapann.com</u> or by completing the enrollment questionnaire. If you have questions regarding the enrollment procedures, please call 800-566-6479.

#### **PROPOSED POLICYHOLDER INFORMATION**

Legal name:		
Street Address:		
City:	State:	ZIP:
Phone:	_ Email:	
FEIN#:	Website	

#### **PREMIUM CALCULATION**

Grades	# of Enrolled Students	x Rate	=	Premium
K-6		\$1.10 =	_	
Jr. High / Middle School		\$1.20 =	_	
High School		_ \$1.55 <b>=</b>	_	
High School (School or District Sports	s only)	\$1.95 =	_	
TOTAL		=		

Minimum Premium per School: \$250.00

All information on questionnaire is correct to the best of my knowledge. I understand that the insurance company must accept and approve this questionnaire before coverage is effective. I agree that the insurance company may audit my records to verify proper payment. By signing below, I acknowledge that I have read, understand and agree to the terms and conditions of this coverage as presented in this brochure.

**Requested Effective Date** 

Authorized Signature

Purchase Order Number

Print Name of Authorized Person

**Email Address** 

Fax the completed questionnaire to 518-792-3426, then mail the questionnaire and the check to: Loomis & Lapann, Inc. 228 Glen Street P.O.Box 2158 Glens Falls, NY 12801

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## **Exclusions**

The Policy does not cover any loss caused in whole or in part by, or resulting in whole or in part from, the following:

- suicide or any attempt at suicide or intentionally self-inflicted injury or any attempt at intentionally self-inflicted injury while sane;
- unless specifically provided by the Policy, sickness, disease or infections of any kind, except: bacterial infections due to an accidental ingestion of contaminated substances or pyogenic infections which result from an Injury cut or wound; botulism or ptomaine poisoning;
- 3. the Insured's commission of or attempt to commit a felony;
- declared or undeclared war, or any act of declared or undeclared war;

- the Insured's participation in any team sport or other athletic activity, except participation in a Covered Activity;
- 6. the Insured being intoxicated, or being under the influence of drugs or narcotics unless used as prescribed by a Physician for a medical condition other than drug addiction. An Insured shall be presumed to be intoxicated if the level of alcohol in his or her blood is determined to exceed the level above which a person is held under the law of the location where the Injury occurred, to be intoxicated if operating a motor vehicle, regardless of whether the Insured is in fact operating a motor vehicle when the accident occurs.



# For more information, contact your AIG representative.

**IMPORTANT:** This program provides accident insurance only. It does not provide basic hospital, basic medical, or comprehensive/major medical coverage, and does not satisfy the "minimum essential coverage" requirements of the Patient Protection and Affordable Care Act.

This brochure provides only brief descriptions of the coverages available under Policy series S30623NUFIC. The issued Policy will contain reductions, limitations, exclusions, definitions and termination provisions. Full details of the coverage will be contained in the issued Policy. If there are any conflicts between this brochure and the issued Policy, the Policy shall govern in all cases. Insurance is underwritten by National Union Fire Insurance Company of Pittsburgh, Pa., a Pennsylvania insurance company, with its principal place of business at 175 Water Street, 15th Floor, New York, NY 10038. It is currently authorized to transact business in all states and the District of Columbia. NAIC No. 19445. For additional information, please visit our website at www.AIG.com.

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