

# DIOCESE OF COLUMBUS, OHIO - Policy # OH08

## STUDENT AND ATHLETIC ACCIDENT PROGRAM - 2009-2010

### ELIGIBILITY

Any student who attends day care, pre-kindergarten, kindergarten, elementary or secondary school is eligible. Eligibility shall also extend to students participating in the latch key program run by the Diocese.

### COVERAGE UNDER STUDENT ACCIDENT PLAN

This plan provides coverage for all eligible students for injury during the hours and days when school is in session and while attending or participating in school sponsored and supervised activities on or off the school premises. This includes participation in interscholastic sports including interscholastic football, religious services, summer recreation activities, travel to and from school and other necessary travel.

### DEFINITIONS

**REASONABLE AND CUSTOMARY CHARGES** - means those charges for necessary treatment and service performed and supplies furnished which are usual and reasonable as compared to charges for like treatment, service and supplies in the geographic area where the treatment is performed.

**INJURY** - means caused by an accident. The injury must occur while this Policy is in force and while the Insured is covered under this Policy. The injury must be sustained while the Insured is participating in an activity covered by the Policy.

**HOSPITAL** - means a duly licensed institution which: (1) accommodates a minimum of 5 resident bed patients; (2) contains diagnostic, laboratory and surgical facilities where major surgery is performed; (3) provides continuous services by registered nurses; and (4) at which a Doctor of Medicine or Osteopathy is in regular attendance.

**OTHER VALID AND COLLECTIBLE HEALTH INSURANCE PLANS** - means all other valid and collectible hospital, medical, dental or surgical coverage providing benefits for Covered Medical Services of the kind described in this Policy. Other Valid and Collectible Group Insurance includes but is not limited to group or blanket insurance policies; hospital or medical service plan contracts; HMO or other prepayment plans; employee benefit plans; any plan arranged through an employer, labor union, employee benefit association or trustee; any group plan created or administered by the federal or a state or local government or its agencies; or automobile medical payments and no-fault insurance. "Other insurance" shall not include accidental death and dismemberment insurance or any kind.

**BASIS OF BENEFITS** - This plan pays benefits on an excess basis after any other applicable valid and collectible insurance has paid out benefits.

### \$1,000,000 STUDENT ACCIDENT MEDICAL EXPENSE BENEFITS

Benefits will cover the Reasonable and Customary expenses for the medical services listed below which occur within 5 years of a person being injured, providing services commence within 90 days of the date of the accident subject to a Maximum Benefit of \$1,000,000.

**Hospital Services** - room and board, miscellaneous expenses and outpatient services are covered up to the usual and customary charges for necessary medical services.

**Surgery** - covered up to the Reasonable and Customary charge.

**X-Rays** - covered up to the Reasonable and Customary charges.

**Physicians Visits** - non-surgical doctor's visits will paid up to the Reasonable and Customary charge.

**Physiotherapy** - diathermy, heat treatment in any form, adjustment, manipulation or massage is covered up to the Reasonable and Customary charge in the hospital. Coverage is also provided for necessary treatment in the doctor's office or by a Sports Medicine Center or similar facility provided the treatment is rendered by a licensed physician or registered physical therapist.

**Prescription Drugs** - covered in full up to the Reasonable and Customary charge when prescribed by a physician.

**Dental Services** - covered up to the Reasonable and Customary charge. This covers treatment of sound and natural teeth as well as capped or crowned teeth for up to 260 weeks from the date of the accident.

**Orthopedic Appliances** - covered up to the Reasonable and Customary charge.

### EXCLUSION AND LIMITATIONS

Benefits are not paid for;

1. Injuries which are not caused by an accident;
2. Treatment performed by a family member or person retained by the School;
3. Injury due to: acts of war; suicide or intentionally self-inflicted injury, while sane or insane (in Missouri while sane); violating or attempting to violate the law, the taking part in any illegal occupation; fighting or brawling except in self defense, or loss in consequence of being legally intoxicated as defined by the laws of the state in which the loss occurs; or under the influence of any drugs or narcotic unless administered by or on the advice of a Physician;
4. Medical expenses for which the Insured is entitled to benefits under any (1) Worker's Compensation act; or (2) mandatory no-fault automobile insurance contract;
5. Expenses for which there is no obligation to pay;
6. Treatment or loss resulting from hernia, regardless of cause, Osgood Schlatter's disease or osteochondritis;
7. Injury sustained as a result of operating, riding in or upon, or alighting from a two, three or four wheeled recreational motor vehicle or snowmobile;
8. Any expense for which benefits are payable under a Catastrophic Accident Insurance Program of the State High School Interscholastic Activities Association;
9. Bacterial infections, sickness or disease of any kind such as strep throat or tonsillitis, heat exhaustion, sunburn, frostbite, fainting, allergic reactions, except those which occur as a result of accidental ingestion or pus forming infections which occur through an accidental cut or wound;
10. Vegetation poisoning such as poison ivy or poison sumac, or ptomaine poisoning;
11. Expense incurred for treatment of temporomandibular joint dysfunction and associated myofacial pain;
12. Private air travel, to include ballooning or ultra-light aircraft; parachuting; hang-gliding; bobsledding; travel in or upon a snowmobile; ATV (all terrain vehicle); or any two or three-wheeled motor vehicle;
13. Experimental procedures;
14. Serving in the armed forces of any country or international authority;