



CHRISTIAN  
BROTHERS  
SERVICES

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Student Accident Plan

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Christian Brothers

# **STUDENT ACCIDENT PLAN DOCUMENT**

## **2018/2019 PLAN YEAR**

## **PURPOSE**

The purpose of the Plan is to reimburse, through the medium of a Trust, the legal entitlement for losses incurred as the result of Accidental Bodily Injury while the student is registered in the Participating Institution, as outlined herein.

## **PLAN YEAR**

The Plan Year begins on August 1st of each year through 12:01 a.m. the following August 1st.

## **BENEFIT COVERAGE**

### **BENEFIT COVERAGE CLAUSE**

If, by reason of Accidental Bodily Injury, the Covered Student shall require treatment by a licensed Physician commencing within 30 days after the occurrence of such accident, the Covered Student, or the parent and/or legal guardian of the Covered Student will be reimbursed for certain medically necessary Eligible Expenses, as a result of such Accidental Bodily Injury. All benefit reimbursements herein are subject to the Benefit Reimbursement Conditions, and the Coverage Plan selected by the Participating Institution on behalf of the Covered Student, the Non-Duplication or Excess provision, the Exclusions, and up to the Maximum Payment Limit.

- Benefits are limited to those incurred within a 104 week period from the date of the accident and shall not exceed the Maximum Payment Limit of \$25,000 in total, due to any one accident.
- Territory - World Wide Coverage

### **Benefit Reimbursement Conditions**

To qualify for reimbursement for the benefits provided;

1. The claims conditions under the Claims Administration, must be met; and
2. The Eligible Expenses must be for Medically Necessary Care.
3. The Eligible Expenses must exceed the amounts for which a Covered Student is entitled to reimbursement by other valid insurance or health agreements. This includes, but is not limited to, group or individual accident and health plans, prepaid for service plans, HMO's and provisions under the No-fault Insurance Statute, including the self-insured equivalent of any minimum benefits required by law. If a student has coverage through an HMO, PPO, or similar arrangement, that plan must be used correctly or medical benefits under this Plan shall be reduced by 50%.

## **COVERAGE PLAN**

### **BUTTE CENTRAL CATHOLIC HIGH SCHOOL – BUTTE, MT 300100**

The Effective Date of coverage shall be 08/01/2018.

#### **C - Classroom & All Sports for High School Students**

Coverage is provided for Accidental Bodily Injury occurring only while the student is:

- a. Attending school during regular hours and on the days when school is in session during the Regular School Year and including before and after school programs under the care and direction of the school.
- b. Traveling directly without delay to or from the student's Principle Residence and the school for regular school sessions, for such travel time as is required, but not to exceed one hour before school begins and not more than one hour after school is dismissed, or more than one hour after the end of a School-Sponsored event. If additional travel time on the school bus is required, coverage hereunder shall extend for such additional travel time that might be necessary.
- c. Attending religious services or School-Sponsored retreats during months the school is regularly in session, either on or away from the school premises, including travel directly to or from the Student's Principle Residence or school and the location where such services or retreats are held.
- d. Participating in or attending School-Sponsored Extracurricular Activities, including practicing for or engaging in the play of football (including flag football and rugby) , hockey and lacrosse, including supervised travel directly to and from such activities, during the Regular School Year.
- e. Coverage extends beyond the Regular School Year to students attending School-Sponsored academically accredited courses and students participating in School-Sponsored Extracurricular Activities, including football, hockey and lacrosse.

## **ELIGIBLE EXPENSES**

Coverage is included up to the Usual, Reasonable and Customary Charges for eligible medical expenses incurred as a result of an accident which occurs while a student is participating in a covered activity as described above. The following expenses for Medically Necessary Care are eligible for reimbursement:

- a. Hospital room and board up to the semi-private rate of the hospital (but not to exceed the Private Room Maximum for each day of confinement in private room); and
- b. Other eligible medical hospital charges
- c. Charges for surgery at licensed facilities other than a hospital
- d. Licensed Physicians fees
- e. Licensed or graduate nurses
- f. Dental Treatment, not to exceed \$1,000 for each tooth injured
- g. Confinement, treatment, or service to diagnose, prevent, or correct craniomandibular or temporomandibular joint disorders are limited to \$1,000 per accident.
- h. Orthodontics limited to \$2,500 per accident.
- i. Other medical expenses, including laboratory tests, transfusions, drugs prescribed by a physician, artificial limbs, x-rays, anesthetics and administration thereof.
- j. Durable Medical Equipment (DME) limited to \$1,500 per accident.
- k. Chiropractic and acupuncture treatment, not to exceed \$50 per visit, one visit per day, and \$300 per covered accident.
- l. Ambulance/air ambulance to nearest treatment facility, not to exceed \$1,000 per accident.
- m. Physical therapy and occupational therapy are limited to \$1,500 per covered accident.
- n. Services of an assistant to a surgeon if it is determined the skill level of a Physician is required for such services. Charges for such services will be paid at up to 20% of Usual, Reasonable and Customary Charges of the covered surgical procedure if the procedure is performed by a Physician.
- o. Therapy arising out of closed head injury limited to \$2,500 per accident.

## **SPECIFIC LOSSES**

If the student, by reason of Accidental Bodily Injury, sustains any one of the following specified losses within two hundred (200) days from the date of the accident, they will be paid to the Covered Student, if applicable, or parent(s) and/or legal guardian(s) of the Covered Student for loss of:

Life	\$2,500
One Hand and One Eye	\$2,500
One Hand or One Arm	\$1,250
One Foot or One Leg	\$1,250
One Eye	\$1,250
Both Hands or Both Arms	\$2,500
Both Feet or Both Legs	\$2,500
Both Eyes	\$2,500

Only one of the amounts named, the largest, will be paid for loss resulting from any one accident, and shall be in addition to any other indemnity payable for such accident. Loss shall mean in regard to hand or hands or foot or feet, actual severance through or above wrist or wrists or ankle or ankles; in regard to arm or arms or leg or legs, actual severance through or above elbow or elbows or knee or knees; and loss of sight of eye or eyes shall mean the irrecoverable loss of the entire sight thereof.

## **EXCLUSIONS**

This Plan does not cover expenses for or due to:

- a. Eyeglasses, contact lenses, hearing aids, or
- b. Intentionally self-inflicted injuries; suicide or any attempt thereof; committing or attempting to commit a felony; or
- c. Injury of loss sustained due to the use of alcohol or drugs, unless taken under the advice of a physician; or
- d. Disease or bacterial infection (except pyogenic infections due to accidental cut or wound); or
- e. Hernia in any form; or
- f. Accidental Bodily Injury occurring prior or subsequent to the period of coverage; or
- g. Illness or disease in any form; or
- h. Any loss which is an Employer's Liability Law or any loss payable under any Workers' Compensation Law; or

- i. Any injury caused by: (a) air travel, or injuries occurring while operating, learning to operate, or serving as a member of a crew of any aircraft, except as a fare paying passenger on a regularly scheduled commercial airline; or (b) any accident where the insured is the operator and does not hold a valid motor vehicle operator's license (except in a Driver's Education Program); or
- j. Travel in or upon any 2 or 3-wheel motor vehicle; or
- k. Any injury that is caused by: (a) war or any act of war; or (b) caused by taking part in a riot.
- l. Injuries resulting from participating in any activity which is excluded from the Coverage Plan selected by the Participating Institution including practice sessions or travel directly to or from such activities.
- m. Any part of a charge for confinement, treatment, or service that exceeds Usual, Reasonable and Customary Charges.
- n. Treatment by persons employed or retained by the Participating Institution, or by any member of the students' Immediate Family.
- o. Re-injury or complications of a condition due to Accidental Bodily Injury occurring prior to the Effective Date.
- p. Injuries sustained from repetitive use or over use of a body part.
- q. The Plan does not provide accident coverage to any activity which is not sponsored by and solely supervised by the Participating Institution.

#### **NON-DUPLICATION OR EXCESS PROVISION**

Reimbursements for eligible expenses are limited to those expenses that are excess of other valid coverage available to or on behalf of the Student for which the student and/or parent/guardian are legally obligated to pay. Other valid coverage available includes coverages insured or non-insured, on an individual or group basis, including:

- a. Accident and Health Plans; or
- b. Pre-paid for service Plans; or
- c. HMO's; or
- d. Other similar type Plans; or
- e. Automobile or General Liability Insurance from at-fault parties; or
- f. Provisions under a no-fault insurance statute, including the self-insured equivalent of any minimum benefits required by law.

If a student has coverage through an HMO, PPO, or similar arrangement, that plan must be used correctly or medical benefits under this Plan shall be reduced by 50%. If a Plan, representing other valid coverage available contains a similar non-duplication or excess provision of this Plan, reimbursement for eligible expenses will be shared on a 50/50 basis between the Plans.

## CANCELLATION AND NON-RENEWAL

This Benefit Schedule may be canceled and/or non-renewed by the Trust by mailing to the Beneficiary at the mailing address shown in the Declarations, written notice stating when not less than thirty (30) days thereafter such cancellation/non-renewal shall be effective; provided, however, that this Benefit Schedule may be canceled by the Trust upon ten (10) days prior notice if for non-payment of any contribution. The mailing of notice as aforesaid shall be sufficient proof of notice. The effective date and hour of cancellation/non-renewal stated in the notice shall be the end of the Benefit Schedule. Delivery of such written notice by the Trust shall be equivalent to mailing. If the Beneficiary cancels, the Trust shall upon demand and surrender of this Benefit Schedule, refund the excess of paid contribution above the customary short rates for the expired time.

## DEFINITIONS

**Accidental Bodily Injury** - Means hurt, damage, or loss sustained, to the body by an unforeseen and unplanned event or circumstance which is unrelated to any pathological, functional, or structural disorder or injury, and which first requires medical treatment commencing while the Plan is in force as to the Covered Student.

**Covered Student** - Student from whom Proper Contribution has been made by the Participating Institution.

**Effective Date** – Participating Institutions whose Proper Contribution payment is postmarked on or before September 15, the Effective Date of coverage shall be the opening day of the Regular School Year or the opening day of pre-season athletics, whichever is first to occur. In any event, coverage cannot begin prior to August 1.

Participating Institutions whose Proper Contribution payment is postmarked after September 15, the Effective Date of coverage shall be one day after the postmark date.

**Expiration Date** - The Expiration Date of coverage is the last day of the Regular School Year or while the Covered Student is attending or participating in activities exclusively sponsored and solely supervised by the Participating Institution during the summer.

Effective and Expirations Dates of coverage for Participating Institutions which do not provide academically accredited courses during a Regular School Year shall be specifically agreed upon by the Plan Administrator and the Participating Institution.

**Eligible Institutions** - Institutions which are a 501(c)(3) organization listed in The Official Catholic Directory; and are incorporated in the State of Illinois; or have a Certificate of Authority from the Secretary of State of Illinois.

**Extracurricular Activities** - Activities not part of the required curriculum and outside the regular course of study but are exclusively sponsored and solely supervised by the Participating Institution such as clubs, athletics and other similar activities occurring during the Regular School Year.

**Hospital** - An institution that is;

- Operated according to the laws pertaining to hospitals; and
- Primarily and continuously engaged in providing inpatient care and treatment through medical, diagnostic and major surgical facilities, either on its premises or in facilities available to the hospital on a prearranged basis, under the supervision of a staff of doctors and with a 24 hour nursing service; and
- Licensed hospital by the proper authority of the state in which it is located (if licensing is required by that state); but not including any institution, or part thereof, that is used primarily as a clinic, convalescent home, rest home, home for the aged, nursing home, custodial care facility or training center.

**Immediate Family** - Mother, father, or legal guardian.

**Medically Necessary Care** - Any confinement, treatment, or service that is prescribed by a Licensed Physician and considered by the Plan to be necessary and appropriate; and non-experimental or non-investigational and not in conflict with accepted medical standards.

**Participating Institution** - An Eligible Institution that has enrolled in the Christian Brothers Student Accident Plan and paid Proper Contribution.

**Physician** - A licensed Doctor of Medicine or Osteopathy.

**Plan** – Refers to the Christian Brothers Student Accident Plan.

**Plan Administrator** - Christian Brothers Services is the Administrator of the Plan, appointed by the Trustees to perform certain administrative services as described under an agreement, dated July 1, 1985, between the Trustees and the Plan Administrator.

**Plan Year** - August 1st of each year through 12:01 a.m. on the following August 1st.

**Principle Residence** - The property on which the home, dwelling place, or residence of the student is located.

**Private Room Maximum** - Covered charges by a Hospital for room and board while confined in a private room up to the Hospital's most frequent semi-private room rate, if the Hospital has semi-private rooms; or ninety percent of the Hospital's most frequent private room rate, if the Hospital has no semi-private rooms (See Hospital Room and Board).

**Proper Contribution** - The payment required by the Participating Institution to the Trust for each Plan Year. The contribution rate per student is determined annually by the Trustees for each Coverage Plan. The Coverage Plan is selected by the Participating Institution and the contribution is determined by student enrollment. All students must be covered.

**Regular School Year** - The nine-month school year period determined by the school administration, no earlier than August 1.

**School-Sponsored** - Any activity or event which is scheduled by the school, on or off the school premises, including school-furnished transportation to and from such activities that are under direct supervision of an authorized representative of the school. This includes any activity or event sponsored by the School which require students to pay a fee for participation, and/or any activity or event in which students from other schools participate.



**Trust** - The funding medium for accumulation of assets and payment of benefits and expenses and known as the Religious and Charitable Risk Pooling Trust of the Brothers of the Christian Schools and Affiliates.

**Trustees(s)** - The entity elected by the Members and is responsible for the administration of the Trust and Plan.

**Usual, Reasonable and Customary Charges** - The fee(s) for medical services or supplies which is (are):

- The usual fee(s) charged by the provider for the service or supply given
- The average fee charged for the service or supply in the locality in which the service or supply is received; and
- Reasonable in relationship to the service or supply given and the severity of the condition. Medical Data Research, Inc (90<sup>th</sup> percentile) is used in determining usual and customary.

**We, Us, and Our** - The Trustees or Plan Administrator, for specific duties which have been delegated to the Plan Administrator by the Trustees.

## **CLAIMS ADMINISTRATION**

**Notification of Injury:** An authorized representative from the Participating Institution must complete Part I of the Student Accident Notification of Injury Form. This form must be completed as soon as possible after the accident has occurred. This portion must be signed by an authorized representative of the school/institution. Failure to sign this form will delay payment of the claim.

Upon completion of Part I, the Notification of Injury Form should be mailed to the parent(s)/guardian(s) of the student for completion of Part II of the form.

**Claim Processing:** Treatment must begin within 30 days of an injury by a licensed Physician. The Christian Brothers Student Accident Plan was developed to reimburse parents/legal guardians for their eligible out-of-pocket expenses incurred from an injury sustained by their son/daughter while attending school. All bills are to be submitted to their other / primary insurance carrier(s) for payment. Copies of all bills and Explanation of Benefits from the other / primary carrier(s) are to be submitted to the Plan Administrator.

To file a claim, the parent(s) / legal guardian(s) must:

- ✓ Submit all bills to their primary other insurance carrier(s).
- ✓ After collecting from all other valid insurance, submit the completed Student Accident Notification of Injury form with the Physicians/Dentists Report completed (back of injury form), along with copies of all itemized bills and all Explanation of Benefits from all other / primary insurance carrier(s) to the Administrator's office within 180 days after the date the medical expenses are incurred, with the exception of Specific Losses.
- ✓ Failure to furnish such proof within the time required shall not invalidate nor reduce any claim if it was not reasonably possible to give proof within such time, provided such proof is furnished as soon as reasonably possible.

**Timely Payment of Claims:** Benefits payable under this Plan will be paid as they accrue within 60 days upon receipt of all required support data including proof of payment from other valid coverage.

**Payment of Claims:** Benefits of the Plan are payable to the student, except in the event the student is a minor, payments may be made to the parent(s) and/or legal guardian(s) of the student, or other person(s) actually supporting the student. In the event that benefits have been assigned, payments may be issued to the health care provider(s).

Benefit for loss of life is payable to the estate of the student, or at the option of the Plan, if the student is a minor, to the parent(s) and/or legal guardian(s) of the student. Payment so made shall discharge the liability of the Plan or Trust with respect to the amount of benefits paid.

**Physical Examination:** The Administrator, at its own expense, shall have the right and opportunity to examine the person of any individual whose injury is the basis of a claim, when and as often as it may reasonably require during pendency of a claim, and also the right and opportunity to make an autopsy in the case of death where it is not forbidden by law.

**Denial and Review of Claims:** If any claimant wishes a review of a claim that has been settled or denied, the claimant may file a request for review.

The request shall be made in writing and state the reason for the request for review, including facts supporting the claim, the amount of the claim and the address of the claimant. The Administrator shall review the claim and within 30 days after receipt of the request, give written notice of the Administrator's decision by certified mail. The decision shall include the specific reasons, including pertinent Plan provisions, if the claim is partially or wholly denied.

If the claimant is not satisfied with the decision, the claimant may appeal to the Trustees by making a request within 30 days after the receipt of the Administrator's decision. The claimant may also request a copy of the Plan. The Trustees will give a final decision within 60 days of the receipt of the request for review.

**Subrogation:** If a Covered Student receives benefits under this Plan as a result of an injury caused by another party, the Plan has the right to seek repayment of those benefits from the party that caused the injury. The Plan subrogates or substitutes for the covered individual, and assumes his right to seek recovery from the negligent party.

The Plan requires that a subrogation document be signed before the claim will be considered.

## **DISCLOSURE**

Neither the Plan, the Plan Sponsor, the Trustees, nor the Plan Administrator will be responsible for the false or misleading statements and/or assurances with regards coverages afforded under this Trust Plan that are made by the member institutions and/or its employees and representatives. Member Institutions are bound by the coverage terms and conditions as prescribed in the Plan Document.

## CATASTROPHIC MEDICAL COVERAGE

A policy providing catastrophic medical coverage has been purchased in the name of The Brothers of the Christian Schools and Affiliates on behalf of the Participating Institutions purchasing coverage from the Christian Brothers Student Accident Plan. This policy provides catastrophic medical coverage for injuries sustained to eligible students while participating in a covered activity. The benefits of this policy are subject to its own provisions, limitations and exclusions, and may differ from the provisions, limitations and exclusions of the Student Accident Plan.

### **Accident Medical Expense Benefit**

If, as a result of a covered injury, an insured student requires care and treatment rendered by a physician, this policy will pay for the usual and reasonable charges which are deemed medically necessary. No benefits will be paid for loss due to sickness or disease.

Accident Medical Maximum Amount per Accident: \$6,000,000 provided that the first expense is incurred within 26 weeks after the date of the Accident.

Accident Deductible: \$25,000 per accident must be incurred within 2 years after the date of such Accident.

Maximum Benefit Period: 5 years after the date of the Accident.

### **Covered Activities**

- On the school premises (a) while school is in session; or (b) while involved in a school sponsored activity.
- Away from school or home (a) if the student is involved in a school sponsored activity; and (b) with adult supervision provided by the school.
- Traveling directly between the student's home and the school when school is in session.
- Traveling directly to or from the student's home or the school to the location of a school sponsored activity whether or not school is in session.
- Participating in school scheduled, sponsored and supervised games, or practice sessions of intramural and interscholastic sports, including supervised travel to and from such games and practice sessions.

When travel is by other than school bus, covered travel time shall not exceed one hour each way. This includes traveling to or from the student's home, school, or a school sponsored activity. The covered travel time includes the period before the student's required attendance time and the period after the student's dismissal or after the student completes any extra duties.

## **Exclusions and Limitations**

The coverage under this policy does not provide benefits for: (a) intentionally self-inflicted injuries; suicide or any attempt thereof; committing or attempting to commit a felony; (b) injury or loss sustained due to the use of alcohol or drugs, unless taken under the advice of a physician; (c) expenses incurred for eye examinations, eyeglasses, contact lenses or hearing aids or the fitting, repair or replacement of these items (except for the expenses of these items because of an injury to the eye or ear, incurred while coverage was in effect); (d) any injury that is caused by flying in an aircraft except as a fare-paying passenger or any accident where the student is the operator and does not hold a valid motor vehicle operator's license (except in a Driver's Education Program); (e) care, treatment or services provided by any person who is either retained or employed by the school, or by the student or any member of the student's immediate family; (f) an injury for which the student is entitled to benefits under any Worker's Compensation Act; (g) that part of medical expenses payable by any automobile insurance policy without regard to fault (does not apply in any state that prohibits such limitation); (h) charges which the insured would not have to pay if he/she did not have insurance or are in excess of the usual and reasonable charges; (i) any injury that is caused by war or act of war, or caused by taking part in a riot; (j) sickness or disease, except infection which occurs directly from an accident, cut or wound or diagnostic tests or treatment, or ingestion of contaminated food; (k) expenses incurred in connection with cosmetic surgery or procedures unless required by the injury.

## **Claim Procedure Provisions**

Medical expenses in excess of \$25,000 will be considered for payment in accordance with the terms of the policy. The parent/guardian of the covered student must provide written notice of claim to the Claim Administrator within 60 days from the time the expenses exceed \$25,000, or as soon as reasonably possible. The notice must identify the student as covered by the policy issued to Christian Brothers Student Accident Plan, identify the name of the school which the student was attending, and the name of the covered student. Upon receipt of such notice, the Claim Administrator will furnish claim forms to the parent/guardian. Written proof of loss must be provided to the Claim Administrator within 90 days of receipt of the claim form, or as soon as reasonably possible. Unless otherwise directed in writing at the time written proof of loss is received, benefits for health care services will be paid to the provider.

Payments made in good faith will end our liability to the extent of that payment.

The carrier has the right, at its own expense, to have a physician of their choice examine the covered student as often as they find necessary while a claim is pending.

This is a partial description of the coverage provided by the catastrophic coverage carrier. Complete terms and conditions are contained in the master policy.