

**ATHLETIC INJURY MEDICAL EXPENSE (AIME)  
PLAN OF BENEFITS**

**DESIGNED FOR THE ATHLETES OF THE  
CALIFORNIA STATE UNIVERSITY SYSTEM  
2020-2021**

Following is a plan of benefits that is self-funded by the participating campuses of the California State University System (hereinafter referred to as CSURMA/AIME) in excess of other valid and collectible insurance.

**PART I - COVERED PERSONS**

Any regularly enrolled student who is a participant on the intercollegiate team roster of the participating CSU campus, or is engaged in scheduled activities to become a roster participant of an intercollegiate team of the participating CSU campus. Coverage for student-athletes, student coaches, student managers, athletic training students and student cheerleaders who are injured while participating in a Covered Activity.

**PART II - COVERED ACTIVITIES**

Benefits are limited to injuries sustained during participation in regularly scheduled intercollegiate sports events of the participating CSU campus, including during the regular season for such sport and the supervised or *customary activities within the scope of such sport*. Coverage includes the sports listed on the sports census from each participating CSU campus.

Benefits for a Covered Event are for players on an athletic team who are qualifying intercollegiate sport competition scheduled by the CSU campus, official team activities; conditioning; and practice sessions.

For players on an athletic team, Covered Event must be authorized by, organized by or directly supervised by an official representative of the CSU campus (not including any activities not directly a part of a Qualifying Intercollegiate Sport, such as camps, clinics and other events not conducted by the CSU campus).

Covered Event, for Student Cheerleaders, does not include any activities, camps, clinics, national competitions, fund-raisers, alumni events; unless the activity is directly associated with the activities of a Qualifying Intercollegiate Sport team or conducted by the Insured Person's Participating School.

**PART III – DEFINITIONS**

"Expense" means those charges that would be made even in the absence of these benefits for treatment and service performed and supplies furnished which are usual, reasonable and customary charges as compared to charges for like treatment, service and supplies in the geographic area where treatment is performed.

"Extended care facility" means an institution operating pursuant to law which is engaged in providing, for a fee, skilled nursing care and related services and physical therapy services under the supervision of a doctor and graduate registered nurses, to persons convalescing from illness. It must have facilities for ten (10) or more inpatients and maintain clerical records on all of its patients. To qualify as a medical expense under this policy, the covered person's confinement in an extended care facility must:

- a. start within five (5) days after the covered person has been continuously confined for at least five (5) days in a hospital as a result of a covered accident; and
- b. be for treatment of the injuries resulting from such covered accident; and
- c. be one during which a doctor visits the covered person at least once every thirty (30) days; and
- d. be certified to be medically necessary by the attending doctor; and
- e. not be for routine custodial care.

“Home health care” means nursing care and treatment of a covered person in his/her home as part of an overall extended treatment plan. To qualify, the plan must:

- a. be established by and approved in writing by the attending doctor; and
- b. be provided by a hospital certified to provide home health care services or by a certified home health care agency; and
- c. commence within seven (7) days of discharge from a hospital or extended care facility; and
- d. be preceded by a hospital or extended care facility confinement of five (5) days or more.

No benefits will be paid for home health care services which are general housekeeping services or custodial care services, or which are provided by a member of the covered person’s immediate family or by an individual who resides with the covered person.

“Hospital” means an institution that meets all of the following requirements:

- a. it is licensed (if required) as a hospital; and
- b. it is open at all times; and
- c. it is operated mainly to diagnose and treat illnesses on an inpatient basis; and
- d. it has a staff of one (1) or more doctors on call at all times; and
- e. it has twenty-four (24) hour nursing services by registered nurses; and
- f. it is not mainly a skilled nursing facility, clinic, nursing home, rest home, convalescent home or like place; and
- g. it has organized facilities for surgery or provides for such facilities for its patients through formal written agreement with other hospitals.

“Injury” means bodily injury caused by an accident occurring while these benefits are in force as to the insured whose injury is the basis of claim and which results directly and independently of all other causes in loss covered by these benefits.

“Intoxication” or “intoxicated” means that the level of alcohol in the blood of the covered person exceeds the level above which a person is presumed, in the locale in which the accident occurred, to be under the influence of alcohol or intoxicating liquor if operating a motor vehicle, regardless of whether the covered person is in fact operating a motor vehicle when the injury or loss occurs.

*“Luxury Item” Treatments, devices or other healing-related items which represent new or unique methodologies of treatment that are not representative of prevailing procedures utilized for such injuries. Luxury items shall be limited to medical necessity only.*

“Physician” means a person not related to the covered person licensed for the practice of medicine, osteopathy, dentistry, optometry, physical therapy, podiatry, or other legally licensed provider acting within the scope of his license. Specialists must be referred by the CSU campus team physician.

“Usual, reasonable and customary charge” means the normal charge, in absence of insurance, of the provider for the service or supply, but not more than the prevailing charge in the area for a like service or supply. A like service is of the same nature and duration, requires the same skill, and is performed by a provider of similar training and experience. A like supply is one that is identical or substantially equivalent. “Area” means the municipality (or in the case of a large city, the subdivision thereof) in which the service or supply is actually provided or such greater area as is necessary to obtain a representative cross-section of charges for a like service or supply.

## **PART IV – BENEFITS**

### **A. Medical Expense**

When a covered person requires medical services as the result of an injury covered under these benefits, the CSURMA/AIME will pay the expenses actually incurred for the necessary treatment of such injury. Expenses include:

1. Physician and surgeon fees
2. Dentist fees for injury to sound and natural teeth
3. Cost of confinement in a hospital or medically necessary extended care facility
4. Use of a hospital emergency room
5. Cost of home health care
6. Anesthetic (including administration thereof)
7. X-ray examinations or treatments
8. Laboratory tests
9. Prescription drugs, if prescribed by the covered person’s physician
10. Physical therapy fees
11. Orthopedic appliances if prescribed by the covered person’s physician (not chiropractor)
12. Chiropractic fees up to a maximum of 26 visits (from the date of first visit to the maximum of 26 visits per athlete/per injury)
13. *Payment as primary on the first \$5,000 of diagnostic billings for covered accident or injury, when the student has an “Out-of-Network” coverage plan.*

The first expense must be incurred within 120 days of the date of accident and only expenses incurred within 104 consecutive weeks from the date of accident will be reimbursed hereunder, up to a maximum of \$90,000 (NCAA) or \$25,000 (NAIA) as the result of one covered person’s accident. *Claims must be submitted within 18 months of the date of service for follow up treatment.*

The amount of benefits available from the Plan shall be reduced by an amount equal to the greater of:

- a) The amount payable under any other plan of insurance as determined under C. set forth below, or
- b) The amount of \$0.00 or such larger amount as is designated as a deductible applicable to the particular sport or sports by the participating institution as shown in the participation agreement.

### **B. Expanded Medical Benefits shall include the following:**

1. A re-injury or aggravation of an injury sustained prior to participation in the participating CSU campus athletic program provided the covered person was provided medical clearance to

participate in the appropriate athletic activity by the CSU campus team physician, and such re-injury or aggravation occurs in a covered event;

2. The following list of conditions that are attributable to exertion from participating in a covered activity: tendonitis, bursitis, hernia, strains, sprains, shin splints, stress fractures and similar conditions.
3. Cardiovascular accident or similar traumatic event caused by exertion while participating in a covered activity. The CSURMA/AIME will provide benefits for the actual injury sustained and testing, but not the follow up care if the condition is found to be congenital in nature.

### **C. Excess Provision**

The benefits described above shall be payable only on an excess basis over and above any benefits or services provided for by any of the plans listed below, regardless of any coordination of benefits, non-duplication of benefits or similar clause contained in such plans.

The word "plan" means any of the following that provides benefits for medical or dental care or treatment:

1. Group, blanket, or franchise health insurance coverage;
2. Any other arrangement of coverage for individuals in a group, whether insured or uninsured;
3. Any prepaid service arrangement such as Blue Cross or Blue Shield individual or group practice plans, or health maintenance organizations;
4. Any amount payable for hospital, medical or other health services for accidental bodily injuries arising out of a motor vehicle accident to the extent such benefits are payable under any medical expense payment provision (by whatever name called, including such benefits mandated by law) of any automobile insurance policy;
5. Any coverage under labor-management trustee plans, union welfare plans, employer organization plans, or employee benefits organization plans;
6. Any plan or program solely or largely provided by or through any government action or law to the extent that benefits are payable under such plan or program.

When a plan provides benefits in the form of services rather than cash payments, the reasonable cash value of each service rendered shall be considered in determining the applicability of this provision. The benefits payable under a plan shall include the benefits that would have been payable had a claim been duly made.

The benefits payable shall be reduced to the extent necessary so that the sum of such reduced benefits and all the benefits provided for by any other plan shall not exceed the total of the expenses incurred by the covered person.

**D. “Out-of-Network” Provision**

If a student athlete suffers a loss while this plan is in force and they have coverage with an HMO or PPO that would deny coverage for service outside its geographic area or its provider network, the CSURMA/AIME will cover for such expense if the CSU campus Athletic Director or designee has approved such expenses.

**E. Third Party Refund**

When a covered person is injured through the negligent act or omission of another person (the “third party”) and benefits are paid under the Plan as a result of that Injury, the Risk Pool is entitled to a refund by the covered person of all Plan benefits paid as a result of the Injury. The refund must be made to the extent that the covered person receives payment for the Injury from the third party or that the third party’s insurance carrier. We may file a lien against that third-party payment. Reasonable pro-rata charges, such as legal fees and court costs may be deducted from the refund made to the Risk Pool. The covered person must complete and return the required forms to the Risk Pool upon request.

**PART V – EXCLUSIONS**

No benefits are payable for:

1. Suicide or any attempt thereat by a covered person;
2. Intentionally self-inflicted injuries;
3. Infections, except pyogenic infections due to accidental cut;
4. Accident occurring while the covered person is operating, or learning to operate, or performing duties as a member of the crew of any aircraft;
5. Dental treatment, except as a result of injury to sound and natural teeth as provided for in these benefits;
6. Replacement of eyeglasses, or eye examinations of the correction of vision or fitting of glasses unless an injury has caused impairment of sight;
7. Injury for which the covered person is entitled to benefits under any Workers’ Compensation Act or law or similar legislation;
8. The covered person being intoxicated, unless administered on the advice of a physician;
9. Any injury occurring other than as a participant in a CSU campus intercollegiate athletic event, or the practice thereof;
10. Expenses for the treatment of sickness or disease in any form.

## **PART VI - GENERAL PROVISIONS**

- A. No statement made by the covered person shall void the benefits thereunder unless continued in a written instrument signed by the covered person. All statements contained in any such written instrument shall be deemed representations and not warranties.
- B. No staff has authority to change these benefits or waive any of its provisions. No change in these benefits shall be valid unless approved by the CSURMA Board of Directors and the AIME Committee and evidenced by amendment to these benefits.
- C. Written notice of loss must be given to the CSURMA/AIME claims administrator within thirty (30) days after the date when such loss occurred. Failure to give notice within such time shall not invalidate nor reduce any claim if it shall be shown not to have been reasonably possible to give such notice, and that notice was given as soon as was reasonably possible.
- D. Written proof of loss must be furnished to the CSURMA/AIME claims administrator within ninety (90) days after the date of such loss. Failure to furnish such proof within such time shall not invalidate nor reduce any claim if it shall be shown not to have been reasonably possible to furnish such proof and that such proof was furnished as soon as was reasonably possible.
- E. All benefits are payable immediately after receipt of due proof.
- F. The CSURMA/AIME shall have the right and opportunity to examine the covered person when and so often as it may be reasonably required during the pendency of claim. Such examination shall be at the CSURMA/AIME expense.
- G. Benefits are payable to the covered person, except that the CSURMA/AIME, at their option, may make payment for hospital, surgical or medical service directly to the hospital or person or persons furnishing such service.
- H. No action at law or in equity shall be brought to recover prior to the expiration of sixty (60) days after proof of loss has been filed in accordance with the requirements of these provisions and no such action shall be brought at all unless brought within three (3) years from the expiration of the time within which proof of loss is required by these provisions.
- I. If any time limitations of these provisions with respect to giving notice of claim or furnishing proof of loss, or the bringing of an action at law or in equity is less than that permitted by California law, such limitation is hereby extended to agree with minimum period permitted by such law.

### **ADMINISTRATIVE RESPONSIBILITIES OF THE CSURMA/AIME**

- 1. Complete on-line claim form.
- 2. Send primary insurance information to the claims administrator (HSR) when a notice of claim is submitted.
- 3. Forward all itemized bills and primary insurer's Explanation of Benefits forms (EOBs) to the claims administrator (HSR).
- 4. Download/review claim/loss reports to confirm claims are paid accordingly.