



## Athletic Injury Medical Expense (AIME) Program July 1, 2014 – July 1, 2015

**Insurer:** CSURMA (Self Insured Plan of Benefits)  
AXIS Insurance Company (Travel Accident and AD&D)

**Policy No.:** CSURMA-AIME-1415  
COSB-50821-926

**Covered Name Entity:** California State University Risk Management Authority (CSURMA)

**Covered Members:**

1. California State University, Bakersfield
2. California State University, Chico
3. California State University, Dominguez Hills
4. California State University, East Bay
5. California State University, Fresno
6. California State University, Fullerton
7. Humboldt State University
8. California State University, Long Beach
9. California State University, Los Angeles
10. California Maritime Academy
11. California State University, Monterey Bay
12. California State University, Northridge
13. California State Polytechnic University, Pomona
14. California State University, Sacramento
15. California State University, San Bernardino
16. San Diego State University
17. San Francisco State University
18. San Jose State University
19. California Polytechnic State University, San Luis Obispo
20. California State University, San Marcos
21. Sonoma State University
22. California State University, Stanislaus

**Coverage Parties:** 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.

*While we believe this Summary of Insurance fairly represents the terms, conditions and exclusions found in your insurance policies, in the event of any differences between the policies themselves and this summary, the policy provision will direct any resolution. This summary is not intended to replace or supersede any of your insurance contracts.*



**Covered Activities:**

Self Insured Plan of Benefits:

Regularly scheduled intercollegiate sports events 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.

Travel Accident and AD&D (AXIS Insurance Company):

Class 1: Provides coverage benefits while participating in the supervised and sponsored participation, practice or off season conditioning of a participating intercollegiate sport.

Class 2: Provides coverage benefits while participating in the supervised and sponsored group travel only for practice or off season conditioning of a participating intercollegiate sport.

**Scope of Coverage:**

- Excess Accident provision
- HMO/PPO provision
- Expanded medical
- Re-injuries and Aggravations of prior injury
- Cardiovascular accident / similar traumatic event caused by exertion
- Third Party Refunds are defined

**Limits / Sub-limit / Deductible:**

Self Insured Plan (Plan of Benefits)CSURMA)

\$90,000 Each Condition

\$0 Deductible

104 weeks Benefit Period

Travel Accident and Accidental Death & Dismemberment (AXIS Insurance Company)

\$15,000 Accidental Death & Dismemberment

\$90,000 Accident Medical Expense

\$25,000 Deductible (Travel Accident Medical Only)

260 weeks Benefit Period

**Exclusion:**

- Suicide
- Travel outside of the United States

**Program Administrator:**

Alliant Insurance Services  
100 Pine Street, 11<sup>th</sup> Floor  
San Francisco, CA 94111

Rob Leong: (415) 403-1441 / [rleong@alliant.com](mailto:rleong@alliant.com)  
Stacey Weeks: (415) 403-1448 / [sweeks@alliant.com](mailto:sweeks@alliant.com)

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California State University Risk Management Authority

**Claims Reporting:**

A-G Administrators  
P. O. Box 979  
Valley Forge, PA 19482-0979  
Dixon Gillis: (800) 634-8628  
[dgillis@agadm.com](mailto:dgillis@agadm.com)

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**PLAN OF BENEFITS SPECIALLY DESIGNED FOR THE ATHLETES  
OF THE  
CALIFORNIA STATE UNIVERSITY SYSTEM  
2014-2015**

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.

**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.

**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. For example, a custom bone stimulator for a stress fracture versus casting or rest. 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
11. Orthopedic appliances if prescribed by the covered person's physician (not chiropractor)
12. Chiropractic care up to a maximum of \$1,000
13. *Payment as primary on the first \$2,500 of diagnostic billings for covered conditions, when the student has an HMO 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 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. HMO/PPO 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 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 thereof 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. Send primary insurance information to the claims administrator when a notice of claim is submitted.
- 2. Develop and print claim forms.
- 3. Review and approve claims for payment.
- 4. Forward all claims, itemized bills and primary insurer's Explanation of Benefits forms (EOBs) to the claims administrator.
- 5. Provide funds to the claims administrator for establishment of a claims paying checking account.

## TRAVEL ACCIDENT BENEFITS

### Accident Medical Benefit

Alliant Insurance Services will coordinate to secure fully insured coverage to provide benefits for claims that exceed \$25,000. This portion of the Travel Accident benefits is provided through AXIS Insurance Company. Coverage levels are provided below (see full policy for all benefits and exclusions):

**Carrier:** AXIS Insurance Company  
**Policy #:** COSB-50821-926

**Covered Activity:** While participating in the supervised and sponsored participation, practice or off season conditioning of a participating intercollegiate sport. Coverage includes travel to or from a sponsored game (activity) as part of a group in transportation arranged by the Policyholder.

**Medical Benefit:** \$ 90,000.00  
**Accident Medical Deductible (reducing\*):** \$25,000.00

\*Eligible medical expenses payable under any other insurance policy or service contract will be used to satisfy or reduce the Medical Deductible.

**Loss period:** Initial treatment received within 365 days of Injury

## BENEFITS

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### Aggregate Limit of Indemnity

<b>Applies to:</b>	<b>Benefit Amount</b>
Death by Accidental Means and Dismemberment	\$500,000

Not more than the Aggregate Limit of Indemnity specified above will be paid for all Covered Losses, Covered Accidents and Covered Injuries suffered by all Insured Persons as the result of any one Covered Accident that occurs under one of the Conditions of Coverage, as specified above. This Aggregate Limit of Indemnity is payable only once, should more than one Condition of Coverage apply, We will pay the greater amount. If this amount does not allow all Insured Persons to be paid the amounts this Policy otherwise provides, the amount paid will be the proportion of the Insured Person's loss to the total of all losses, multiplied by the Aggregate Limit of Indemnity.

### DEATH BY ACCIDENTAL MEANS AND DISMEMBERMENT BENEFITS

Covered Loss must occur within 365 days of the Covered Accident

<b>Covered Loss</b>	<b>Benefit Amount</b>
Death by Accidental Means	100% of the Principal Sum
Loss of Two or More Hands or Feet	100% of the Principal Sum
Loss of Sight of Both Eyes	100% of the Principal Sum
Loss of Speech and Hearing (in Both Ears)	100% of the Principal Sum
Loss of One Hand or Foot and Sight in One Eye	100% of the Principal Sum
Loss of One Hand or Foot	50% of the Principal Sum
Loss of Sight in One Eye	50% of the Principal Sum
Loss of Speech	50% of the Principal Sum
Loss of Hearing (in Both Ears)	50% of the Principal Sum
Loss of Thumb and Index Finger of the same Hand	25% of the Principal Sum
Loss of all Four Fingers of the Same Hand	25% of the Principal Sum
Loss of all Toes of the Same Foot	25% of the Principal Sum

**Exposure and Disappearance** **Included**

### ACCIDENT MEDICAL BENEFIT

#### Scope of Coverage Applicable to Accident Medical Benefits

Any benefit limits and benefit percentages apply, unless otherwise specified, on a per Insured Person – per Covered Loss basis. Any applicable Deductibles must be satisfied within the time periods specified before benefits are payable.

Full Excess Medical Expense	
Other Health Care Plan Reduction	0%
Total Maximum for all Accident Medical Benefits	Class 1 - \$0 Class 2 - \$90,000
First Covered Expenses must be incurred within	90 days after the Covered Accident
Benefit Period	260 weeks from the date of the Covered Accident
Deductible	Class 1 - \$0 Class 2 - \$25,000
Deductible applies to	each Covered Accident

**Covered Expenses**

**Benefit Percentage and Other Limits**

The amount of each Covered Expense where applicable will be the Usual and Customary Charge.

**Inpatient Hospital Services**

Room and Board Expenses	
Intensive Care Unit	100% of Usual and Customary Charges
Private/Semi-Private Room	100% of Usual and Customary Charges
Personal Services and Supplies	100% of Usual and Customary Charges
Inpatient X-ray, CT scan, MRI, Laboratory Tests	100% of Usual and Customary Charges

**Miscellaneous Expenses**

In-Hospital Physiotherapy	100% of Usual and Customary Charges
Nurse Services	100% of Usual and Customary Charges
Orthopedic Appliances	100% of Usual and Customary Charges
Pre-Admission Tests	100% of Usual and Customary Charges

**Ambulatory Medical Center**

100% of Usual and Customary Charges

**Emergency Room Treatment**

100% of Usual and Customary Charges

**Physician Services**

100% of Usual and Customary Charges

Surgery	100% of Usual and Customary Charges
Assistant Surgeon	100% of Usual and Customary Charges
Physician Assistant	100% of Usual and Customary Charges
Use of Physician’s Surgical Facilities	100% of Usual and Customary Charges
Second Opinion or Consultation	100% of Usual and Customary Charges
Anesthesia and its Administration	100% of Usual and Customary Charges
In-Hospital Visits	100% of Usual and Customary Charges
Office Visits	100% of Usual and Customary Charges

**Outpatient X-ray, CT Scan, MRI and Laboratory Tests**

100% of Usual and Customary Charges

**Outpatient Physiotherapy**

100% of Usual and Customary Charges

(includes acupuncture; microthermy; manipulation; diathermy; massage therapy; heat treatment; and ultrasonic treatment)

**Outpatient Nursing Services**

100% of Usual and Customary Charges

**Ambulance Services (Air and Ground)**

100% of Usual and Customary Charges

**Medical Equipment Rental (Includes Orthopedic devices)**

100% of Usual and Customary Charges

**Medical Services and Supplies**

100% of Usual and Customary Charges

**Dental Services**

100% of Usual and Customary Charges

**Prescription Drugs**

100% of Usual and Customary Charges