

**PART V**  
**SCHEDULE OF BENEFITS**  
**MEDICAL EXPENSE BENEFITS-INJURY**  
**WINONA STATE UNIVERSITY - ICS SPORTS PLAN**  
**2013-1682-8**  
**INJURY ONLY BENEFITS**

<b>Maximum Benefit</b>	<b>\$3,000 (For Each Injury)</b>
<b>Deductible</b>	<b>\$0</b>
<b>Coinsurance</b>	<b>100% except as noted below</b>

This policy provides benefits for Injury sustained by an Insured Person while: 1) actually engaged, as an official representative of the Policyholder, in the play or practice of an intercollegiate sport under the direct supervision of a regularly employed coach or trainer of the Policyholder; or 2) actually being transported as a member of a group under the direct supervision of a duly delegated representative of the Policyholder for the purpose of participating in the play or practice of a scheduled intercollegiate sport.

Outpatient Physiotherapy benefits are payable only with a referral from your Student Health Center or for a condition that required surgery or Hospital Confinement: 1) within the 30 days immediately preceding such Physiotherapy; or 2) within the 30 days immediately following the attending Physician's release for rehabilitation.

Boynton Health Services, located on the University of Minnesota Twin Cities Campus, can be utilized as a medical provider under this Policy. Benefits for Covered Medical Expenses are covered at 100% after a \$10 co-payment. Prescriptions are paid according to the Policy as any other provider.

Note: Regarding exclusion #24 for Pre-existing Conditions, credit will be given for the time the Insured Person was covered under a previous Employer Sponsored Group, Government or Student Plan, if the plan was continuous to a date not more than 60 days prior to the Insured's Effective Date under this policy.

The benefits payable are as defined in and subject to all provisions of this policy and any endorsements thereto. Benefits will be paid up to the Maximum Benefit for each service as scheduled below.

**Inpatient**

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<b>Room &amp; Board/Hospital Miscellaneous:</b>	Usual and Customary Charges
<b>Intensive Care:</b>	Usual and Customary Charges
<b>Physiotherapy:</b>	Usual and Customary Charges
<b>Surgery:</b>	Usual and Customary Charges
<i>(Specified Surgery based on data provided by FAIR Health, Inc.)</i>	
<b>Assistant Surgeon:</b>	No Benefits
<b>Anesthetist:</b>	25% of Surgery Allowance
<b>Registered Nurse's Services:</b>	Usual and Customary Charges
<b>Physician's Visits:</b>	Usual and Customary Charges
<i>(Benefits will be provided for Inpatient Physician Visits on the same day as Surgery.)</i>	
<b>Pre-admission Testing:</b>	Usual and Customary Charges

**Outpatient**

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<b>Surgery:</b>	Usual and Customary Charges
<i>(Specified Surgery based on data provided by FAIR Health, Inc.)</i>	
<b>Day Surgery Miscellaneous:</b>	Usual and Customary Charges
<i>(Usual and Customary Charges for Day Surgery Miscellaneous are based on the Outpatient Surgical Facility Charge Index.)</i>	
<b>Assistant Surgeon:</b>	No Benefits
<b>Anesthetist:</b>	25% of Surgery Allowance



**PART VIII  
EXCLUSIONS AND LIMITATIONS**

No benefits will be paid for: a) loss or expense caused by, contributed to, or resulting from; or b) treatment, services or supplies for, at, or related to:

1. Acupuncture;
2. Assistant Surgeon Fees;
3. Biofeedback;
4. Durable Medical Equipment;
5. Chronic pain disorders;
6. Cosmetic procedures, except cosmetic surgery required to correct an Injury for which benefits are otherwise payable under this policy;
7. Dental treatment, except for accidental Injury to Sound, Natural Teeth;
8. Elective Surgery or Elective Treatment;
9. Eye examinations, eye refractions, eyeglasses, contact lenses, prescriptions or fitting of eyeglasses or contact lenses, vision correction surgery, or other treatment for visual defects and problems;
10. Foot care including: flat foot conditions, supportive devices for the foot, subluxations of the foot, care of corns, bunions (except capsular or bone surgery), calluses, toenails, fallen arches, weak feet, chronic foot strain, and symptomatic complaints of the feet;
11. Health spa or similar facilities; strengthening programs;
12. Hearing examinations or hearing aids; or other treatment for hearing defects and problems. "Hearing defects" means any physical defect of the ear which does or can impair normal hearing, apart from the disease process;
13. Hirsutism;
14. Preventive medicines or vaccines, except where required for treatment of a covered Injury;
15. Injury caused by, contributed to, or resulting from being under the influence of any narcotic unless on the advice of the Insured Person's Physician;
16. Injury for which benefits are paid or payable under any Workers' Compensation or Occupational Disease Law or Act, or similar legislation;
17. Injury outside the United States and its possessions, Canada or Mexico, except for a Medical Emergency when traveling for academic study abroad programs, business or pleasure;
18. Injury sustained by reason of a motor vehicle accident to the extent that benefits are paid or payable by any valid and collectible no-fault insurance;
19. Injury sustained while (a) participating in any interscholastic, high school, intramural, club, or professional sport, contest or competition; (b) traveling to or from such sport, contest or competition as a participant; or (c) while participating in any practice or conditioning program for such sport, contest or competition;

## **EXCLUSIONS AND LIMITATIONS (Continued)**

20. Investigational services;
21. Lipectomy;
22. Outpatient Physiotherapy; except for a condition that required surgery or Hospital Confinement: 1) within the 30 days immediately preceding such Physiotherapy; or 2) within the 30 days immediately following the attending Physician's release for rehabilitation; or when referred by the Student Health Center;
23. Commission of or attempt to commit a felony;
24. Pre-existing Conditions, except for individuals who have been continuously insured under the school's student insurance policy for at least 6 consecutive months;
25. Prescription Drugs, services or supplies as follows, except as specifically provided in the policy:
  - a) Therapeutic devices or appliances, including: hypodermic needles, syringes, support garments and other non-medical substances, regardless of intended use;
  - b) Immunization agents, biological sera, blood or blood products administered on an outpatient basis;
  - c) Products used for cosmetic purposes;
  - d) Anabolic steroids used for body building;
  - e) Growth hormones; or
  - f) Refills in excess of the number specified or dispensed after one (1) year of date of the prescription.
26. Research or examinations relating to research studies, or any treatment for which the patient or the patient's representative must sign an informed consent document identifying the treatment in which the patient is to participate as a research study or clinical research study;
27. Routine physical examinations and routine testing; screening exams or testing in the absence of Injury;
28. Services provided normally without charge by the Health Service of the Policyholder; or services covered or provided by the student health fee;
29. Sickness or disease in any form; over-exertion; fainting; or hernia, regardless of how caused;
30. Skeletal irregularities of one or both jaws, including orthognathia and mandibular retrognathia; nasal and sinus surgery;
31. Skydiving, parachuting, hang gliding, glider flying, parasailing, sail planing, bungee jumping, or flight in any kind of aircraft, except while riding as a passenger on a regularly scheduled flight of a commercial airline;
32. Sleep disorders;
33. Supplies, except as specifically provided in the policy;
34. Injury resulting from participating in organized racing or speed contests involving motorcycles or recreational vehicles including but not limiting to: two- or three-wheeled motor vehicles; four-wheeled all-terrain vehicles (ATV); jet skis; ski cycles; or snowmobiles; downhill skiing scuba diving; surfing; riding in a rodeo;
35. Treatment in a Government hospital, unless there is an obligation for the Insured Person to pay for such treatment; and
36. War or any act of war, declared or undeclared; or while in the armed forces of any country (a pro-rata premium will be refunded upon request for such period not covered).

# POLICY ENDORSEMENT

In consideration of the premium charged, it is hereby understood and agreed that the policy to which this endorsement is attached is amended as follows:

## COORDINATION OF BENEFITS PROVISION

### Definitions

- (1) **Allowable Expenses:** Any necessary, reasonable, and customary item of expense, a part of which is covered by at least one of the Plans covering the Insured Person.

An Allowable Expense to a Secondary Plan includes the value or amount of any Deductible Amount or Coinsurance Percentage or amount of otherwise Allowable Expenses which was not paid by the Primary or first paying Plan.

- (2) **Plan:** A group insurance or group subscriber contract; uninsured arrangements of group or group-type coverage; group or group-type coverage through health maintenance organizations and other prepayment, group practice, and individual practice plans; and group-type contracts. This includes coverage under governmental programs, including Medicare, and any coverage required or provided by statute. Plan shall not include: a) a state plan under Medicaid or a law or plan when by law it's benefits are excess to those of any private insurance plan or other nongovernmental plan; b) individual automobile "no fault" and traditional automobile "fault" type contracts; c) group or group type hospital indemnity benefits of \$100 per day or less; d) individual policies; or e) school accident-type coverages.
- (3) **Primary:** The Plan whose benefits are determined before those of the other plan and without considering the other plan benefits.
- (4) **Secondary:** The Plan whose benefits are determined after those of the other plan and which pays a reduced amount of benefits which, when added to the Primary Plan's benefits will not be more than the Allowable Expenses.
- (5) **We, Us or Our:** The Company named in the policy to which this endorsement is attached.

**Effect on Benefits -** If an Insured Person has medical and/or drug coverage under any other Plan, all of the benefits provided are subject to coordination of benefits.

During any policy year or benefit period, the sum of the benefits that are payable by Us and those that are payable from another Plan may not be more than the Allowable Expenses.

During any policy year or benefit period, We may reduce the amount We will pay so that this reduced amount plus the amount payable by the other Plans will not be more than the Allowable Expenses. Allowable Expenses under the other Plan include benefits which would have been payable if a claim had been made.

However, if: (1) the other Plan contains a section which provides for determining its benefits after Our benefits have been determined; and (2) the order of benefit determination stated herein would require Us to determine benefits before the other Plan, then the benefits of such other Plan will be ignored in determining the benefits We will pay.

This Plan determines its order of benefits using the first of the following rules which applies:

- (1) If your other Plan does not have Coordination of Benefits, that Plan pays first.
- (2) Non-Dependent/Dependent. The benefits of the Plan which covers the person as an employee, member or subscriber are determined before those of the Plan which covers the person as a Dependent.

## COORDINATION OF BENEFITS PROVISION (*Continued*)

- (3) Dependent Child/Parents Not Separated or Divorced. When This Plan and another Plan cover the same child as a Dependent of different persons, called "parents":
- a. the benefits of the Plan of the parent whose birthday falls earlier in a year are determined before those of the Plan of the parent whose birthday falls later in that year; but
  - b. if both parents have the same birthday, the benefits of the Plan which covered the parent longer are determined before those of the Plan which covered the other parent for a shorter period of time.
  - c. However, if the other Plan does not have the rule described in a. above, but instead has a rule based upon the gender of the parent, and if, as a result, the Plans do not agree on the order of benefits, the rule in the other Plan will determine the order of benefits.
- (4) Dependent Child/Separated or Divorced Parents. If two or more Plans cover a person as a Dependent child of divorced or separated parents, benefits for the child are determined in this order:
1. first, the Plan of the parent with custody of the child;
  2. then, the Plan of the spouse of the parent with the custody of the child; and
  3. finally, the Plan of the parent not having custody of the child.

However, if the specific terms of a court decree state that one of the parents is responsible for the health care expenses of the Dependent child, and the entity obligated to pay or provide the benefits of the plan of that parent has actual knowledge of those terms, the benefits apply with respect to any claim determination period or plan year during which any benefits are actually paid or provided before the entity has that actual knowledge.

The Plan which provides coverage of a claimant as a Dependent of a parent who has legal responsibility for the Dependent's medical care pursuant to a court order under section 518.171 Minnesota Insurance Code, must make payments directly to the provider of care. In such case, liability to the Company is satisfied to the extent of benefit payments made to the provider.

- (5) Longer/Shorter Length of Coverage. If none of the above rules determines the order of benefits, the benefits of the Plan which covered an employee, member or subscriber longer are determined before those of the Plan which covered that person for the shorter time.

**Right to Recovery and Release of Necessary Information** - For the purpose of determining applicability of and implementing the terms of this Provision, We may, without further consent or notice, release to or obtain from any other insurance company or organization any information, with respect to any person, necessary for such purposes. Any person claiming benefits under Our coverage shall give Us the information We need to implement this Provision. We will give notice of this exchange of claim and benefit information to the Insured Person when any claim is filed.

**Facility of Payment and Recovery** - Whenever payments which should have been made under our Coverage have been made under any other Plans, We shall have the right to pay over to any organizations that made such other payments, any amounts that are needed in order to satisfy the intent of this Provision. Any amounts so paid will be deemed to be benefits paid under Our coverage. To the extent of such payments, We will be fully discharged from Our liability.

Whenever we have made payments with respect to Allowable Expenses in total amount at any time, which are more than the maximum amount of payment needed at that time to satisfy the intent of this Provision, We may recover such excess payments. Such excess payments may be received from among one or more of the following, as We determine: any persons to or for or with respect to whom such payments were made, any other insurers, service plans or any other organizations.

**This endorsement takes effect and expires concurrently with the policy to which it is attached, and is subject to all of the terms and conditions of the policy not inconsistent therewith.**