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# Student Accident Insurance New Mexico 2024 - 2025

## **School-Time Accident Plan**

This will cover Injuries caused by Covered Accidents occurring:

- ✓ On School premises during the hours and on days when the School's regular classes are in session, including one hour immediately before and one hour immediately after regular classes, while continuously on the School premises.
- While participating in or attending School-sponsored and supervised activities including interscholastic athletic activities.
- ✓ While traveling directly and without interruption to or from home and School for regular attendance; or School and off campus site to participate in School-sponsored and supervised activities, and while traveling in School Vehicles at any time.

NOTE - Participation in commercial camps or clinics is not covered under this plan.

### **Plan Benefits**

We will pay benefits only for Covered Injuries sustained or Covered Sickness commencing while insured under this School Year's plan. Benefits payable will be based on the Usual, Customary and Reasonable Charges incurred for covered medical and dental services, as defined by the Policy, subject to exclusions, requirements and limitations. We do not pay for a service or supply unless it is Medically Necessary and listed in the Description of Benefits below. Applicable benefits mandated by the state of residence will be included in the covered expenses.

You may take your child to any provider you choose; however, seeking Treatment through a *First Health* contracted provider may reduce your out-of-pocket costs. To find participating *First Health* medical providers nearest you, call 800-226-5116 or log on to <u>www.myfirsthealth.com</u>.

#### \$25,000 Maximum per Accident\* | \$5,000 Maximum per Felonious Assault | \$5,000 Maximum per Psychological Therapy \$3,000 Maximum per Sickness | \$0 Deductible Per Covered Accident

COVERED EXPENSES	BENEFIT MAXIMUMS	
Hospital Room & Board - Semi Private Room Rate	100%	
Inpatient Hospital Miscellaneous Charges	100%	
Intensive Care Unit	100%	
Hospital Emergency Room (room & supplies) incurred within 72 hours of an Injury	100%	
Emergency Room Physician Charges	100%	
Outpatient Surgical (room & supplies)	100%	
Doctor Non-Surgical Treatment & Exam / Telemedicine (excluding Physical Therapy) Including consultation (when referred by attending Physician)	100%	
Surgeon Services	100%	
Assistant Surgeon Services	100%	
Anesthesiologist Services	100%	

COVERED EXPENSES	BENEFIT MAXIMUMS	
<b>Physiotherapy</b> (includes related office visits) when prescribed by a Physician	100%	
X-Ray Examinations (including reading)	100%	
Diagnostic Imaging MRI, Cat Scan	100%	
Ambulance Expenses Ground or Air (from site of an emergency directly to hospital)	100%	
Laboratory Procedures, Registered Nurse Services, and Rehabilitative Braces	100%	
Durable Medical Equipment	100%	
Out-Patient Prescription Drugs (for Injuries only)	100%	
<b>Dental Services</b> (including dental x-rays) made necessary by Injury to whole, sound, and natural teeth for Treatment due to a covered Accident	100%	
<b>Eyeglass Replacement</b> (for replacement of broken eyeglass frames or lenses resulting from a covered Accident requiring medical Treatment)	100%	

\* Your School/District may carry Catastrophic Accident Insurance Coverage which may increase these limits. Check with your plan administrator Myers-Stevens & Toohey Co., Inc. for full details.

# Accidental Death, Dismemberment, Loss of Sight, Paralysis, Psychological Therapy, and Heart or Circulatory Malfunction

In addition to medical benefits, if, within 365 days from the date of Accident covered by the policy, bodily Injuries result in any of the following losses, we will pay the benefit set opposite such loss. Only one such benefit (the largest) will be paid for all such losses due to any one Accident.

Accidental Death	\$10,000
Single dismemberment or entire loss of sight in one eye	\$25,000
Double dismemberment or entire loss of sight in both eyes, or paraplegia or hemiplegia or quadriplegia	\$50,000
Psychological Therapy - In addition to the AD&D benefits, we will pay 100% of the Usual, Customary and Reasonable costs of psychiatric/psychological counseling needed after covered dismemberment, loss of sight or paralysis up to	\$5,000
Heart or Circulatory Malfunction - death as a result of a Heart or Circulatory Malfunction. Death must occur within 52 weeks after participating in the Covered Activity and be a consequence of the Insured Person's participation in a Covered Activity. The Heart or Circulatory Malfunction of an Insured Person must occur within seventy-two (72) hours after participating in a Covered Activity.	\$10,000

### How to file a claim

Each claim is assigned to one of our experienced examiners who will diligently guide family members, school staff, medical providers and any other parties involved throughout the entire process from A to Z. Our examiners apply their specific and highly technical knowledge to ensure accurate and expedited processing.

Should an accident or sickness occur, please follow these 4 easy steps:

- 1. Report School-related Injuries within 72 hours.
- 2. Obtain a claim form from the School or the Company. Claim forms must be filed with the Company within 90 days after the date of loss.
- 3. At the same time, please file a claim with any other applicable insurance or Health Care Plan.
- 4. Follow ALL claim form instructions, attach all itemized bills and send to:

# **Myers** | stevens | toohey

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ACE American Insurance Company 436 Walnut St., Philadelphia, PA 19106

This information is a brief description of the important features of this insurance plan. It is not an insurance contract. Insurance benefits are underwritten by ACE American Insurance Company. Coverage may not be available in all states or certain terms may be different where required by state law. The terms and conditions of coverage are set forth in the policies issued in the states in which the policy is delivered under form number AH-11648a. Complete details may be found in the policies which can be found on file with the district office. Coverage may not be available in all states or certain terms may be different where required by state law. Chubb NA is the U.S.-based operating division of the Chubb Group of Companies, headed by Chubb Ltd. (NYSE/CB) Insurance products and services are provided by Chubb Insurance underwriting companies and not by the parent company itself.

## **Exclusions**

- 1. Aircraft Pilot or Crew. This insurance does not apply to any Accident, Accidental Bodily Injury or Loss caused by or resulting from, directly or indirectly, an Insured Person being in entering, or exiting any aircraft while acting or training as a pilot or crew member. This exclusion does not apply to passengers who temporarily perform pilot or crew functions in a life-threatening emergency.
- 2. Disease or Illness. This insurance does not apply to any Accident, Accidental Bodily Injury or Loss caused by or resulting from, directly or indirectly, an Insured Person's emotional trauma, mental or physical illness, disease, pregnancy, childbirth or miscarriage, bacterial or viral infection, bodily malfunctions or medical, diagnostic or surgical treatment thereof. This exclusion does not apply to an Insured Person's bacterial infection caused by an Accident or from Accidental consumption of a substance contaminated by bacteria.
- 3. Illegal Acts. This insurance does not apply to any Accident, Accidental Bodily Injury or Loss caused by or resulting from, directly or indirectly, an Insured Person's commission of any felony, or assault, or participation in an illegal occupation, riot, insurrection or civil commotion.
- 4. Participation in Organized Sports (Except as provided in the Schedule of Benefits). This insurance does not apply to any Accident, Accidental Bodily Injury or Loss caused by or resulting from, directly or indirectly, an Insured Person being engaged in or participating in interscholastic sports.
- 5. Intoxication Exclusion. This insurance does not apply to any Accident, Accidental Bodily Injury or Loss caused by or resulting from, directly or indirectly, an Insured Person being intoxicated at the time of an Accident. Intoxication is defined by the laws of the jurisdiction where such Accident occurs. If such jurisdiction does not have a law to define Intoxication, then under this policy it will mean a blood alcohol content of .08 or greater.
- 6. Narcotic Exclusion. This insurance does not apply to any Accident, Accidental Bodily Injury or Loss caused by or resulting from, directly or indirectly, an Insured Person being under the influence of any narcotic or other controlled substance or intentionally ingesting or inhaling any poison gas or fumes at the time of an Accident. This exclusion does not apply if any narcotic or other controlled substance is taken and used as prescribed by a Physician.
- 7. Owned Aircraft, Leased Aircraft or Operated Aircraft. This insurance does not apply to any Accident, Accidental Bodily Injury or Loss caused by or resulting from, directly or indirectly, an Insured Person being in, entering, or exiting any aircraft: owned, leased or operated by the Policyholder or on the Policyholder's behalf; or operated by an employee of the Policyholder on the Policyholder's behalf.

This exclusion does not apply to 0wned Aircraft, Leased Aircraft or 0perated Aircraft listed as on file with the Policyholder when piloted by a certified pilot licensed to operate such aircraft. The 0wned Aircraft, Leased Aircraft or 0perated Aircraft must have an unrestricted airworthiness certificate from a governmental authority with competent jurisdiction.

The Owned Aircraft, Leased Aircraft or Operated Aircraft includes Temporary Substitute Aircraft but only if the pilot is certified to operate such Temporary Substitute Aircraft. The insurance for Temporary Substitute Aircraft ends thirty (30) days after the date the Owned Aircraft, Leased Aircraft or Operated Aircraft became inoperable or was taken out of service.

The Owned Aircraft, Leased Aircraft or Operated Aircraft listed include newly acquired aircraft but only if:

- the pilot is certified and licensed to operate the newly acquired Owned Aircraft, Leased Aircraft or Operated Aircraft; and
- the newly acquired Owned Aircraft, Leased Aircraft or Operated Aircraft:
- is of a type similar to the Owned Aircraft, Leased Aircraft or Operated Aircraft listed above; has an unrestricted airworthiness certificate issued by a governmental authority
  with competent jurisdiction; is reported to Us within thirty (30) days after the aircraft acquisition date; and the Policyholder pays Us the additional premium that We require
  for the newly acquired Owned Aircraft, Leased Aircraft or Operated Aircraft within thirty (30) days after the aircraft acquisition date. With respect to newly acquired Owned
  Aircraft, Leased Aircraft, insurance shall be effective as of the aircraft acquisition date. Failure by the Policyholder to notify Us and pay the additional
  premium within the required time shall result in termination of this insurance thirty (30) days after the aircraft acquisition date.
- 8. Service in the Armed Forces. This insurance does not apply to any Accident, Accidental Bodily Injury or Loss caused by or resulting from, directly or indirectly, an Insured Person participating in military action while in active military service with the armed forces of any country or established international authority. However, this exclusion does not apply to the first sixty (60) consecutive days of active military service with the armed forces of any country or established international authority.
- 9. Specialized Aviation. This insurance does not apply to any Accident, Accidental Bodily Injury or Loss caused by or resulting from, directly or indirectly, an Insured Person's participation in Specialized Aviation activities.
- 10. Suicide or Intentional Injury. This insurance does not apply to any Accident, Accidental Bodily Injury or Loss caused by or resulting from, directly or indirectly, an Insured Person's suicide, attempted suicide or intentionally self-inflicted injury.
- 11. War. This insurance does not apply to any Accident, Accidental Bodily Injury or Loss caused by or resulting from, directly or indirectly, war, undeclared war, civil war, insurrection, rebellion, revolution, warlike acts by a military force or personnel, any action taken in hindering or defending against any of these, the destruction or seizure of property for a military purpose, or any consequences of any of these acts regardless of any other direct or indirect cause or event, whether covered or not, contributing in any sequence to the loss.

This insurance does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit Us from providing insurance, including but not limited to, the payment of claims.

#### **Requirements and Limitations**

School-related injuries must be reported to the School within 72 hours of the date of Injury. The first Physician's visit must be within 120 days after the Accident occurs. A claim form must be filed with Myers-Stevens & Toohey Co., Inc. within 90 days after the date of first Physician's visit. The plan pays for covered expenses incurred within up to 104 weeks from the date of injury. Covered expenses for Emergency Sickness under the School-Time Coverage must be incurred within 24 hours after onset.

#### Definitions

An Accident or Accidental means a sudden, unforeseen, and unexpected event which: happens by chance; arises from a source external to an Insured Person; is independent of illness, disease or other bodily malfunction or medical or surgical treatment thereof; occurs while the Insured Person is insured under this policy which is in force; and is the direct cause of loss. Accidental Bodily Injury means bodily injury, which: is Accidental; is the direct cause of a loss; and occurs while an Insured Person is insured under this policy, which is in force. Accidental Bodily Injury does not mean a Repetitive Motion Injury. Covered Acivity means those activities set forth in the Covered Activities Hazard, and for which an Insured Person is insured under this policy. Insured Person means a person, qualifying as a Class member under Section I of the Schedule of Benefits: for whom insurance is elected, and on whose behalf premium is paid.

#### Non-Duplication of Benefits (Excess Provision)

In order to keep premiums as affordable as possible, these plans pay benefits on a non-duplicating basis. This means, if a person is covered by one or more of these plans and by any other valid insurance or health agreement, any amount payable or provided by the other coverages will be subtracted from the covered expenses and we will pay benefits based on the remaining amount.

If the Insured Person is covered by an HMO plan, and seeks Treatment (other than emergency care) from providers not authorized by that plan, we will pay 50% of the amount for such charges that we would otherwise pay if the Insured did not have such HMO coverage.

**IMPORTANT NOTICE:** This summary contains a brief description of the benefits available under the insurance programs. It is not a contract of insurance. The terms and conditions of coverage are set forth in the policies delivered in the state under form numbers AH-11648a. Complete details may be found in the policies. CERTAIN INSURANCE PLANS DESCRIBED HERIN PROVIDE SHORT-TERM LIMITED DURATION SICKNESS BENEFITS. THEY DO NOT CONSTITUTE COMPREHENSIVE HEALTH INSURANCE COVERAGE (OFTEN REFERRED TO AS "MAJOR MEDICAL COVERAGE") AND DO NOT SATISFY A PERSON'S INDIVIDUAL OBLIGATION TO SECURE THE REQUIREMENT OF MINIMUM ESSENTIAL COVERAGE UNDER THE AFFORDABLE CARE ACT (ACA). FOR MORE INFOMRATRION ABOUT THE ACA, PLEASE REFER TO WWW.HEALTHCARE.GOV.