

Procurement Services Lucas Administrative Center, 617 1 Nunn Drive Highland Heights, KY 41099 859.572.6605 FAX 859.572.6995

| ADDENDUM NO: | 1                                   |
|--------------|-------------------------------------|
| IFB/RFP No:  | NKU-38-19                           |
| Commodity:   | Student Athlete Secondary Insurance |
| Date:        | 05/07/2019                          |
| Due Date:    | 05/14/2019                          |

BIDDER/RESPONDER SHALL CONFORM TO THE FOLLOWING CHANGES AS SAME SHALL BECOME BINDING UPON THE CONTRACT TO BE ISSUED IN RESPONSE TO THIS INVITATION FOR BID.

The following questions were raised:

- 1) Please provide the following information:
  - Copy of the current insurance policy. Attached
  - Detailed loss runs (at least the current and last three years) that include claims paid by sport, provider, amount charged, amount paid by primary insurance, amount discounted, amounts paid by secondary plan. Attached
  - Plan design for years corresponding to the loss data requested above that includes medical maximum and deductible. \$0 deductible, \$75,000 maximum
  - Claims payer or Third-Party Administrator for the years corresponding to the claims data requested above. Mutual of Omaha
- Census of student athletes broken down by sport Attached
- 3) Who is the current broker?

Mercer

- 4) What compensation does the current broker receive?5%
- 5) Is there a domestic student and/ or international student plan in place? If so, does this plan cover intercollegiate sports?
  - Yes, the plan is offered through the NKU Office of International Students and Scholars. The policy does cover intercollegiate athletics.
- 6) Does the university require student athletes to have primary coverage? If so, please explain the process for verifying primary insurance coverage.
  - Yes, it is confirmed prior to the start of each academic year by the sports medicine staff.
- 7) Does NKU have an insurance coordinator for the secondary athletic insurance plan? It is managed by members of the athletic training staff.
- 8) Does NKU Sports Medicine use an injury tracking software? If so, what is the software in place? Yes, The Athletic Trainer System (ATS)
- 9) Who are the top medical providers NKY Student Athletes typically use for orthopedic services, out patient surgical facility or hospital, physical therapy, diagnostics (MRI, Xrays, CT Scans etc).

  James Bilbo, MD, Forrest Heis, MD, and Matthew DesJardins, MD from OrthoCincy. St. Elizabeth Healthcare is the provider for physical therapy and surgical needs.
- 10) Premium for last 4 years, if available.

2018-19: 105,927 2017-18: 89,245 2016-17: 79,627 2015-16: 79,627

### **SCHEDULE**

SPONSORING ORGANIZATON GROUP NO.: SR2014IN-051085-643

### SPONSORING ORGANIZATON INFORMATION:

Northern Kentucky University

100 Nunn Drive

Highland Heights, KY 41099

Effective Date: August 1, 2015 Expiration Date: August 1, 2016

**ELIGIBILITY:** 

Class 1: All Intercollegiate Student Athletes and Student Managers.

Class 2: Student Cheerleaders.

Class 3: Prospective athletes while on campus during an official visit for which the athlete was invited by the

Sponsoring Organization.

Class 4: Up to two chaperones of prospective athletes insured under Class 3, while the chaperones are on campus during

an official visit by the athlete, in any combination of the following:

1) legal guardian;

2) spouse;

3) parents;

4) siblings,

5) grandparents; and

6) aunts/uncles

whose names are reported to, and on file with, the Sponsoring Organization prior to a prospective athlete's

official visit.

# SCOPE OF COVERAGE:

| <u>Class</u> | <u>Insured Risk</u>             | <b>Benefits</b>                                 |
|--------------|---------------------------------|---|
| 1 & 2        | Activity Coverage (IRACTATH015) | AD&D (ADDPERC001)                               |
|              |                                 | Heart or Circulatory Malfunction (HRTCIRMAL001) |
|              |                                 | AME (AMEICS001)                                 |
| 3            | Activity Coverage (IRACTATH016) | AD&D (ADDPERC001)                               |
|              |                                 | Heart or Circulatory Malfunction (HRTCIRMAL001) |
|              |                                 | AME (AMEICS001)                                 |
| 4            | Activity Coverage (IRACT071)    | AD&D (ADDPERC001)                               |
|              |                                 | AME (AMEICS001)                                 |

**COVERED ACTIVITIES:** 

Men's Intercollegiate Sports: Baseball, Basketball, Cheerleading, Cross Country Running, Golf, Soccer, Student Managers,

Tennis, Track/Field.

Women's Intercollegiate Sports: Basketball, Cheerleading, Cross Country Running, Golf, Soccer, Softball, Student Managers,

Tennis, Track/Field, Volleyball.

SR2014 SCH

Class 1:

Coverage is only effective for events and activities that are authorized by, organized by or directly supervised by an official representative of the Sponsoring Organization. Coverage is not provided for activities that are not directly a part of an intercollegiate sport, such as camps, clinics and other events not conducted by the Sponsoring Organization.

Class 2:

Coverage is only effective for activities performed as part of the cheer unit for an intercollegiate sport team competition authorized by, organized by and directly supervised by an official coach or advisor of the Sponsoring Organization. Practice sessions and pep rallies are also qualifying events when: a) authorized by, organized by and directly supervised by an official coach or advisor of the Sponsoring Organization, other than an Insured; and b) in preparation for an intercollegiate sport team competition. Coverage does not include any activities that are not directly associated with the activities of an intercollegiate sport team, such as camps, clinics, competitions, fundraisers, alumni events and other events not conducted by the Sponsoring Organization unless the expanded cheerleading coverage has been purchased and made a part of the Memorandum of Coverage.

Classes 3 & 4: Coverage is only effective for activities during, and directly related to, an official visit for which the athlete was invited by the Sponsoring Organization. Travel coverage is only effective for activities conducted under the direct

supervision of an official representative of the Sponsoring Organization.

### **BENEFITS:**

Accidental Death & Specific Loss Air Only Aggregate Limit of Liability (TBAGGLIM001)

\$1,000,000.00

**Accidental Death & Specific Loss** 

Principal Sum Amount Loss Period

Heart or Circulatory Malfunction (Classes 1, 2 & 3 Only)

Maximum Benefit Amount – Loss of Life Malfunction Loss Period Loss Period – Loss of Life (ADDPERC001) \$10,000.00

Loss within 365 Days of Injury

(HRTCIRMAL001)

\$10,000.00 Within 24 hours after Participation 90 Days from the accident date

Full Excess Medical Expense for Accident (includes Expanded Medical & Re-Injury)

Classes 1, 2 & 3 Medical Expense Maximum
Class 4 Medical Expense Maximum
Accident Medical Deductible
Loss Period
Benefit Period

(AMEICS001) & (TBFE001)

\$75,000.00 per Injury \$10,000.00 per Injury \$0.00

Initial treatment received within 90 days of accident date Benefits payable for 104 weeks from accident date

ANNUAL PREMIUM: \$79,627.00

090215:bdt

# **MUTUAL OF OMAHA INSURANCE COMPANY**

Mutual of Omaha Plaza, Omaha, NE 68175



# **MEMORANDUM OF COVERAGE**

This Memorandum of Coverage is issued to National Collegiate Athletic Association (NCAA) ("the Policyholder") under Master Policy SR2014IN-P-051085-000.

This Memorandum of Coverage is a legal contract between the Sponsoring Organization and Us. It is issued in consideration of payment of premiums.

This Memorandum of Coverage is issued in and will be interpreted by the laws of the State of Indiana, without giving effect to the principles of conflicts of law of that State or any other state. Any part of this Memorandum of Coverage which is in conflict with the laws of the State of Indiana is changed to conform to the minimum requirements of that State's laws.

We agree to pay benefits subject to the terms, conditions, and limitations of this Memorandum of Coverage.

THIS IS A BLANKET LIMITED ACCIDENT MEMORANDUM OF COVERAGE.

READ IT CAREFULLY.

BENEFITS ARE NOT PAYABLE FOR LOSS DUE TO SICKNESS.

THIS MEMORANDUM OF COVERAGE IS NOT A MEDICARE SUPPLEMENT POLICY.

If you are eligible for Medicare, review the Guide to Health Insurance for People with Medicare available from Us.

# **INSURED RISKS**

Unless otherwise stated in the Schedule, We will pay benefits for a loss only once, even if coverage was provided under more than one insured risk.

### **ACTIVITY COVERAGE (IRACTATH015)**

We will pay the benefits in this policy for an Insured while:

- attending or participating in a Sponsored or Supervised Activity;
- participating in regularly scheduled athletic games or competition or practice sessions for the sports specified in the Schedule:
- participating in Off-season Physical Conditioning for the sport(s) specified in the Schedule;
- traveling as part of a group in transportation authorized or arranged by the Sponsoring Organization.

# **ACTIVITY COVERAGE (IRACTATH016)**

We will pay the benefits in this policy for an Insured while:

- attending or participating in a Sponsored or Supervised Activity;
- participating in regularly scheduled athletic games or competition or practice sessions for the sports specified in the Schedule;
- traveling as part of a group in transportation authorized or arranged by the Sponsoring Organization.

# **ACTIVITY COVERAGE (IRACT071)**

We will pay the benefits in this policy for an Insured while:

- attending or participating in a Sponsored or Supervised Activity;
- traveling as part of a group in transportation authorized or arranged by the Sponsoring Organization.

# **ELIGIBILITY FOR BENEFITS**

### **ELIGIBILITY**

Persons who are eligible to be an Insured under this policy are described in the Schedule. This includes persons who may become eligible while this policy is in force.

### WHEN INSURANCE BEGINS

Insurance for an Insured begins on the later of:

- the Policy Effective Date; or
- the day the Insured becomes eligible under the terms of this policy.

### **CHANGE IN COVERAGE**

Any change in the Insured's coverage because of change of class as shown in the Schedule will become effective on the date of the change.

### WHEN INSURANCE ENDS

Insurance for an Insured will end on the earliest of the date:

- the Insured is no longer eligible;
- any premium for the Insured is due and unpaid, subject to the Grace Period provision; or
- this policy is terminated.

Termination of insurance will not affect a claim incurred while coverage was in effect.

### **DESCRIPTION OF BENEFITS**

# ACCIDENTAL DEATH AND SPECIFIC LOSS BENEFIT (ADDPERC001)

If an Insured suffers a loss listed below from an Accident within the Loss Period stated in the Schedule, We will pay the benefit opposite the Loss. If the Insured sustains more than one loss as the result of one Accident, We will pay only the largest benefit to which the Insured is entitled.

The Principal Sum is shown in the Schedule.

# TABLE OF BENEFITS FOR ACCIDENTAL DEATH AND SPECIFIC LOSS

| Loss   | Benefit Amount        |
|--|-----------------------|
| Loss of Life                                 | 100% of Principal Sum |
| Loss of Both Hands                           | 100% of Principal Sum |
| Loss of Both Feet                            | 100% of Principal Sum |
| Loss of Entire Sight of Both Eyes            | 100% of Principal Sum |
| Loss of One Hand and One Foot                | 100% of Principal Sum |
| Loss of One Hand and Entire Sight of One Eye | 100% of Principal Sum |
| Loss of One Foot and Entire Sight of One Eye | 100% of Principal Sum |
| Loss of Speech and Hearing                   | 100% of Principal Sum |
| Loss of Entire Sight of One Eye              | 50% of Principal Sum  |
| Loss of Speech or Hearing                    | 50% of Principal Sum  |
| Loss of One Hand or One Foot                 | 50% of Principal Sum  |
| Loss of Thumb and Index Finger               | 25% of Principal Sum  |

# **HEART OR CIRCULATORY MALFUNCTIONS BENEFIT (HRTCIRMAL001)**

We will pay Heart or Circulatory Malfunctions Benefits to an Insured if the Insured receives medical treatment for a Heart or Circulatory Malfunction.

Benefits are subject to the Malfunction Loss Period shown in the Schedule.

We will pay the applicable benefits shown in the Schedule.

# Loss of Life Benefit

We will pay the Loss of Life benefit shown in the Schedule if the Heart or Circulatory Malfunction results in the Insured's death within the Loss Period of participation in a Sponsored or Supervised Activity which caused the malfunction.

For the Loss of Life benefit, the Heart or Circulatory Malfunction is limited to a myocardial infarction, coronary thrombosis, or cerebral vascular accident.

# MEDICAL EXPENSE FOR ACCIDENT BENEFIT (AMEICS001)

We will pay the following Medical Expenses incurred as a result of an Accident. The Medical Expense Maximum and any applicable sub-limit amounts are shown in the Schedule.

- 1. Hospital room and board charges, up to the average semi-private daily room rate, for each day in the Hospital;
- 2. Intensive Care Unit charges are payable in lieu of payment for Hospital room and board charges for each day the Insured is confined in an intensive care unit;
- 3. Hospital miscellaneous charges during a hospital confinement. Miscellaneous charges do not include charges for telephone, radio or television, extra beds or cots, meals for guests, take-home items, or other convenience items;
- 4. outpatient charges by a Hospital for:
  - emergency room treatment. Treatment must be received within 72 hours of the Accident;
  - emergency room physician; or
  - use of surgical facilities;
- 5. surgical charges for the primary performance of a surgical procedure by a Physician subject to the following:

- if bilateral or multiple surgical procedures are performed by one Physician, We will pay the Medical Expenses for the primary procedure;
- for each procedure that is not the primary procedure performed through the same incision as the primary procedure, we will pay 50% of the amount otherwise payable if the additional procedure were the primary procedure;
- if multiple surgical procedures are performed during the same operating session, reimbursement shall be based upon, 100% of Allowable Expense for the primary procedure, 50% of Allowable Expense for the secondary procedure and 25% of Allowable Expense for the third and subsequent procedures;
- any procedure that would not be an integral part of the primary procedure or is unrelated to the diagnosis will be considered incidental and no benefits will be provided for such procedure;
- if multiple unrelated surgical procedures are performed by two or more Physicians on separate operative fields, benefits will be based on the Medical Expenses for each Physician's primary procedure; and
- if two or more Physicians perform a procedure that is normally performed by one Physician, We will only pay the Medical Expenses for the primary Physician;
- 6. charges for a second surgical opinion or consultation by a Physician;
- 7. surgical charges for assistant surgeon duties will be reimbursed at 25% of the allowable for surgery codes that have been assigned an assistant surgery indicator by the Centers for Medicare & Medicaid Services;
- 8. charges for anesthesia and its administration for surgery;
- 9. Physician's charges for other than pre- or post-operative care for in-Hospital visits or office visits;
- 10. charges for, including Physician's charges for reading or interpreting the results of, Laboratory Tests and diagnostic imaging including X-Ray, MRI, or CAT Scan;
- 11. charges for nursing services, other than routine Hospital care, by or under the supervision of a Nurse;
- 12. treatment of the spine by manual or mechanical means;
- 13. charges for Durable Medical Equipment;
- 14. charges for physiotherapy which includes:
  - adjustment;
  - diathermyl;
  - heat treatment;
  - manipulation;
  - microtherm;
  - ultrasonic:
- 15. Ambulance Service (Surface) and Ambulance Service (Air);
- 16. Orthopedic Appliances and prosthetics, not including replacements;
- 17. Prescription Drugs;
- 18. dental expense for sound natural teeth; and
- 19. other Medical Expenses as noted in the Schedule.

# **EXCLUSIONS (EXICS001)**

We will not pay benefits for a loss due to or expenses incurred for:

- 1. intentionally self-inflicted injury, suicide while sane or insane;
- 2. voluntary self-administration of any drug or chemical substance not prescribed by or not taken according to the directions of the Insured's Physician;
- 3. treatment for alcoholism or drug addiction;
- 4. Injury caused by, attributable to, or resulting from the Insured's Intoxication;
- 5. Injury caused by, attributable to, or resulting from the Insured's use of a Controlled Substance unless administered on the advice of a Physician and taking the prescribed dosage;
- 6. operating a motor vehicle under the influence of a Controlled Substance unless administered on the advice of a Physician and taking the prescribed dosage;
- 7. operating a motor vehicle while having a blood alcohol level that equals or exceeds the legal limit for operating a motor vehicle in the state or jurisdiction where the Injury occurred;
- 8. commitment of or an attempt to commit a felony, or engagement in an illegal activity;
- 9. participation in a riot or insurrection;
- 10. any Injury that results from fighting, brawling, assault or battery;
- 11. an act of declared or undeclared war;
- 12. active duty service in any Armed Forces;
- 13. operating, learning to operate, or serving as a pilot or crew member of any aircraft;

- 14. mountaineering (engaging in the sport of scaling mountains generally requiring the use of picks, ropes, or other special equipment);
- 15. parachuting, except for self-preservation;
- 16. snow skiing, scuba diving, bob-sledding, bungee jumping, ballooning, flight in an ultralight aircraft, sky diving, hang-gliding, glider flying, sailplaning, or parasailing;
- 17. participation in professional or amateur racing;
- 18. injuries associated with activities or travel outside the United States;
- 19. sickness, disease, bodily or mental infirmity or medical or surgical treatment thereof, bacterial or viral infection, regardless of how contracted. This does not exclude bacterial infection that is the natural and foreseeable result of an Injury or accidental food poisoning;
- 20. dental treatment or dental X-rays, except as otherwise provided, and only when Injury occurs to sound natural teeth;
- 21. orthodontic braces or appliances;
- 22. any loss for which benefits are paid under state or federal worker's compensation, employers' liability, or occupational disease law;
- 23. treatment in any Veterans Administration or federal Hospital, unless there is a legal obligation to pay;
- 24. charges which the Insured would not have to pay if the Insured did not have insurance;
- 25. a charge which is in excess of the Allowable Expense;
- 26. cosmetic surgery, except reconstructive surgery due to a covered Injury;
- 27. participation in semi-professional and professional sports, play or practice, or any related travel;
- 28. participation in practice or play of any sports activity, including travel to and from, unless specified in this policy;
- 29. assistant surgeon services, unless specified in this policy;
- 30. elective treatment or surgery that is not prescribed by a Physician and is not Medically Necessary, health treatment, or examination where no Injury is involved;
- 31. mental and nervous disorders;
- 32. Pre-existing Conditions;
- 33. human immunodeficiency virus (HIV), acquired immune deficiency syndrome (AIDS) or AIDS related complex (ARC);
- 34. infectious disease;
- 35. services or treatment incurred to the extent that they are paid or payable under any Other Insurance Plan;
- 36. services or treatment incurred to the extent that they are paid or payable under any automobile insurance policy without regard to fault. This exclusion does not apply in any state where it is prohibited;
- 37. Injury sustained by reason of a motor vehicle accident to the extent that benefits are paid or payable by any Other Insurance Plan;
- 38. any Accident in which the Insured is operating a motor vehicle without a current and valid motor vehicle operator's license (except in a driver's education program);
- 39. eyeglasses, contact lenses, hearing aids, or related examinations or prescriptions;
- 40. treatment of temporomandibular joint (TMJ) disorders involving the installation of crowns, pontics, bridges or abutments or the installation, maintenance or removal of orthodontic or occlusal appliances or equilibration therapy;

### TERMS OF BENEFIT PAYMENTS

We will pay the benefits specified in the DESCRIPTION OF BENEFITS section to all Insureds who suffer a loss within the Scope of Coverage due to Injury.

When an Other Insurance Plan denies benefits because the Insured failed to utilize, or chose not to use, an authorized medical vendor, We will pay the expense incurred that We would have paid in the absence of the Other Insurance Plan. The Insured must provide Us with such proof of denial.

# **FULL EXCESS MEDICAL EXPENSE (TBFE001)**

We will pay the Medical Expenses an Insured incurs for covered services that exceed amounts payable by any Other Insurance Plan, subject to the Deductible, Benefit Percentage, and Benefit Period shown in the Schedule. We will determine the amount of benefits provided by any Other Insurance Plan without reference to any coordination of benefits, non-duplication of benefits or similar provisions. The amount of benefits provided by an Other Insurance Plan includes any amount to which the Insured is entitled whether or not a claim is made for the benefits. This Policy is secondary to all Other Insurance Plans.

The first Medical Expense must be incurred within the Loss Period stated in the Schedule.

The Maximum Benefit Amount payable and sub-limits under this policy are shown in the Schedule.

### AIR ONLY AGGREGATE LIMIT OF LIABILITY (TBAGGLIM001)

The Air Only Aggregate Limit of Liability is shown in the Schedule. We will not be liable for any amount over this limit for any one air Accident. If the total amount of benefits to be paid to two or more Insureds is more than the Aggregate Limit of Liability, the benefit We will pay for each Insured's loss will be a proportionate share of the Aggregate Limit of Liability.

### **NON-DUPLICATION OF BENEFITS**

This provision applies if an Insured:

- is covered by any Other Insurance Plan; and
- would, as a result, receive total medical expense or service benefits that would exceed the expenses actually incurred.

In this case, the Medical Expense for Accident Benefit payable under this policy will be reduced by the excess amount of benefits. The total amount of benefits payable will never exceed 100% of the Medical Expenses or service benefits.

### **CLAIM PROVISIONS**

### NOTICE OF CLAIM

We must receive written notice within 20 days after a loss occurs or begins, or as soon as reasonably possible. Notice can be given at Our home office or to Our authorized representative. Notice should include:

- the Sponsoring Organization's name;
- the policy number; and
- the Insured's name and address.

Failure to give notice within this time frame shall not invalidate nor reduce any claim.

### **CLAIM FORMS**

When We receive the notice of the claim, We will send forms for filing proof of loss within 15 days. If We do not send the necessary forms within 15 days, written information may be given that includes the nature, date, cause, and extent of the loss for which claim is made.

### **PROOF OF LOSS**

We must be given written proof of loss at Our home office or to Our authorized representative within 90 days after the date of the loss. If the written proof is not given within 90 days, the claim will not be invalidated or reduced if:

- it was not reasonably possible to give proof within 90 days; and
- proof is given as soon as reasonably possible, but not later than one year from the date it is otherwise required, except in the absence of legal capacity.

If the claim is for a continuing loss for which this policy provides periodic payments, written proof that the loss continues must be given to Us or to Our authorized representative at the intervals We require.

# **Physical Examination and Autopsy**

We have the right to have an Insured examined at Our cost and as often as reasonably necessary while the claim is pending. We may require an autopsy at Our expense unless prohibited by law.

# **PAYMENT OF CLAIMS**

Benefits will be paid after We receive acceptable proof of loss and confirm benefits are payable, but not later than 30 days after receipt of such proof or confirmation.

We will pay benefits other than for loss of life to the Insured, unless otherwise stated in this policy.

We will pay benefits for loss of life and any benefits payable to the Insured but unpaid at the Insured's death to the Insured's named beneficiary for this policy. This choice must be in writing and filed with Us, or filed with the Sponsoring Organization if We have agreed in advance.

The Insured has the right to change the beneficiary. Unless this right has been given up, the Insured does not need the consent of the beneficiary to make a change.

If the Insured has not named a beneficiary or no beneficiary survives the Insured, We will pay benefits at the Insured's death as follows:

- to the Insured's surviving spouse; if none, then
- in equal shares to the Insured's surviving children; if none, then
- in equal shares to the Insured's surviving parents; if none, then
- in equal shares to the Insured's surviving brothers and sisters; if none, then
- to the Insured's estate.

If benefits are payable to a person who is not legally competent to claim or release benefits, a minor, or an estate, We may pay up to \$1,000 to any relative by blood or marriage whom We find entitled to the payment. This good faith payment satisfies Our legal duty to the extent of the payment.

# **Assignment of Benefits**

The Insured may direct that We pay benefits to a Hospital, Physician or other provider who furnished care, diagnosis, advice or supplies. We are not liable for any actions We take before We receive notice of the assignment. We are not responsible for the validity of any assignment of benefits.

### **OPPORTUNITY TO REQUEST AN APPEAL**

The claimant may request an appeal, in writing, within 60 days after receiving notice of Our initial claim review decision.

The request for an appeal should include:

- the Sponsoring Organization's name and the Policy number or group number;
- the Insured's name and mailing address;
- the name and mailing address of the claimant filing the appeal, if different from the Insured;
- the nature of the appeal; and
- any additional information that may have been omitted from Our review or that We should consider.

By requesting an appeal, the claimant has authorized Us, or anyone We designate, to review any and all records (including, but not limited to, medical records) which We determine may be relevant to the appeal. We will review all information submitted and make Our final determination. No additional appeals are available.

Applicable state laws may contain requirements for claims review and appeal procedures. To the extent that this provision is inconsistent with any state law requirement, the requirement that is most favorable to the claimant will apply.

### **AUTHORITY TO INTERPRET POLICY**

By purchasing this policy, the Sponsoring Organization grants Us the discretion and the authority to construe and interpret this policy. This means that We have the authority to decide all questions of eligibility and all questions regarding the amount and payment of any policy benefits within the terms of this policy as We interpret it. We will pay benefits under this policy only if We decide, in Our discretion, that a person is entitled to them. In making any decision, We may rely on the accuracy and completeness of any information furnished by the Sponsoring Organization, an Insured, or any other third party. Our interpretation of this policy as to the amount of benefits and eligibility will be binding and conclusive on all persons.

The Sponsoring Organization further grants Us the authority to delegate to third parties, including, without limitation, any third party administrator with whom We have contracted to provide claims administration and other administrative services, the discretionary authority granted in this policy. The Sponsoring Organization expressly grants such third party the full discretionary authority granted to Us under this policy.

# PREMIUM PROVISIONS

# **REPORTING REQUIREMENTS**

The Sponsoring Organization or its authorized agent must report to Us any additional information required, as We and the Sponsoring Organization agree. We must receive this report before the premium due date.

### **GRACE PERIOD**

There is a 31-day grace period for payment of each premium due after the first premium. This means that, except for the initial premium, if premium is not paid on or before the date it is due, the premium must be paid in the 31-day period that follows. We will consider premium to be paid on the date We receive it.

Insurance will stay in force during the grace period unless the Sponsoring Organization has notified Us of its intention to terminate this policy.

If We have not been notified otherwise and the premium has not been paid, this policy will end on the date premium was due.

### **CHANGES IN RATES**

We have the right to change the premium rates:

- at any time there is a change in the coverage provided or classes eligible;
- at any time there is a change in the risks We have assumed; or
- after the first 12 months insurance is in effect.

New rates based on coverage or eligibility changes will take effect on the effective date of those changes. Otherwise, we will give 31 days written notice when we change the rates. Notice will be sent to the Sponsoring Organization's most recent address in Our records.

### REINSTATEMENT AFTER TERMINATION

If this policy terminates for any reason, the Sponsoring Organization may request to reinstate it. We will reinstate only if:

- an authorized representative in Our home office agrees in writing to reinstate this policy;
- the Sponsoring Organization agrees in writing to accept any written conditions of reinstatement that We impose;
- all past due premiums are paid, including any premium for the time insurance was in effect during the grace period; and
- the premium due from the date of reinstatement until the next premium due date is paid.

# **GENERAL PROVISIONS**

### INSURANCE CONTRACT

The insurance contract consists of:

- this policy;
- the attached Schedule;
- any riders or endorsements; and
- the application, if applicable.

Statements in an application are considered representations and not warranties. We will not use any statements in the Sponsoring Organization's application to deny a claim or to contest the validity of this insurance unless We provide the Sponsoring Organization, the Insured, the Insured's beneficiary or an authorized representative with a copy of that application.

The insurance contract may be changed (including reducing or terminating benefits or increasing premium costs) any time We and the Sponsoring Organization both agree to a change, unless required by law. No one else has the authority to change the insurance contract. A change in the insurance contract must be:

- in writing;
- made a part of this policy; and
- signed by Our authorized representative in Our home office.

### **WORKERS COMPENSATION INSURANCE**

This policy does not satisfy any requirement for coverage under any workers compensation law.

### **SPONSORING ORGANIZATION RECORDS**

The Sponsoring Organization or its authorized administrator will maintain records of the essential features of each Insured's insurance under this policy.

We have the right to examine the Sponsoring Organization's records relating to coverage under this policy. Examination may occur at any reasonable time up to the later of:

- two years after this policy ends; or
- the date of final adjustment and settlement of all claims under this policy.

# REIMBURSEMENT/SUBROGATION Applicability

If there is a conflict between the provisions of the Reimbursement/Subrogation section of the policy and the provisions of any Other Insurance Plan, the provisions that provide the greatest rights to Us and this policy govern.

### **Obligations of Insured**

Relating to benefits covered by this policy, an Insured must:

- immediately notify Us of any potential causes of action or claims for a recovery that the Insured may have against a third party;
- notify Us of any agreement with a third party;
- provide Us with a copy of any summons, complaint, or other process served in any lawsuit in which the Insured seeks a recovery;
- provide Us with a copy of any agreement with a third party;
- immediately notify Us of any settlement offer regarding a potential recovery or any payment made pursuant to an agreement;
- obtain written consent from Us before entering into any agreement with a third party involving a potential recovery;
- cooperate and assist Us in enforcing Our subrogation and reimbursement rights;
- provide any information as may be requested by Us related to Our subrogation and reimbursement rights;
- assist Us in any action against any third party; and
- upon Our request, execute a subrogation agreement, assignment of recoveries, and/or reimbursement agreement in Our favor.

If a third party pays the Insured directly based on an agreement, the Insured must reimburse Us the amount of any payments We previously made to the Insured (or for which We may have future responsibility) with respect to Injury covered by this policy. The Insured must hold any recovery or payment (including amounts paid for future medical expenses) and any right of recovery against the third party in trust for Us.

An Insured may not take any action to prejudice Our rights under the policy.

### **Our Rights**

We may:

- take action against any party (including, but not limited to, an attorney or trust) in possession of property or funds awarded or paid as a result of the Insured's Injury if such property or funds should be or should have been paid to Us under this Reimbursement/Subrogation section;
- seek a temporary restraining order against any party to prevent disbursement of any property or funds to which We have a right;
- seek restitution in equity (through the imposition of a constructive trust for Our benefit) from any party for the full amount of benefits paid by Us or for which We may have future responsibility;
- invoke equitable remedies as may be necessary to enforce the terms of the policy, including, but not limited to, specific performance, restitution and the imposition of an equitable lien and/or constructive trust, as well as injunctive relief;
- refuse to pay benefits to an Insured if the Insured fails to comply with this Reimbursement/Subrogation section, fails to cooperate with Us in regard to Our subrogation and reimbursement rights, or refuses to execute and deliver any papers that We may require in furtherance of Our subrogation and reimbursement rights;
- if the Insured fails to reimburse Us as provided in this Subrogation/Reimbursement section, offset any future benefits otherwise payable to or on behalf of the Insured, until the amount required to be reimbursed under the policy is fully offset;
- if the Insured receives a third party payment relating to expenses or benefits paid or payable by the policy, suspend all further benefit payments related to the Insured until the reimbursable portion is returned to Us or offset against amounts that would otherwise be paid to or on behalf of the Insured; and
- if an Insured fails or refuses to comply with this Reimbursement/Subrogation section, terminate the Insured's coverage.

We legally succeed the Insured's right of recovery against a third party up to the amount of benefits We have paid (or for which We may have future responsibility) with respect to the Insured's Injury. We have first priority on any money recovered from the third party, including, but not limited to, any amounts paid for medical costs over the uninsured or underinsured motorist's coverage, medical malpractice or any liability plan. Our contractual right to reimbursement is in addition to and separate from equitable

subrogation. Our contractual right of reimbursement may be enforced under the same terms as discussed in this Reimbursement/Subrogation section.

If the Insured is a minor, We have no obligation to pay benefits related to Injury or Sickness caused by a third party until after the Insured's legal representative obtains valid court recognition and approval of Our 100%, first-dollar subrogation and reimbursement rights on all recoveries, as well as approval for the execution of any papers necessary for the enforcement of these rights. If We file suit to enforce Our right to recover from the Insured, We reserve the right to be reimbursed for Our court costs and attorneys' fees in relation to the suit.

### **Priority; Other Legal Doctrines**

If a third party makes any payment to the Insured, the Insured's attorney, or a trust for the Insured's benefit, the payment must first be used to provide equitable restitution to Us, to the full extent of expenses or benefits paid by or payable under the policy. Our priority applies despite other legal doctrines or theories. Our rights of subrogation and reimbursement under this Reimbursement/Subrogation section are not affected, reduced, or eliminated by the make-whole doctrine, the common fund doctrine, the doctrine of comparative fault theory, or any other legal doctrine or theory. We expressly reject the common fund doctrine with regard to attorneys' fees. Our rights are not affected, reduced, or eliminated by any allocation that purports to allocate recovery amounts in whole or in part to nonmedical damages.

### **POLICY TERMINATION**

We may terminate this policy at any time. We will give at least 31 days notice before termination.

The Sponsoring Organization may terminate this policy at any time. If the Sponsoring Organization fails to pay premiums when due or within the grace period, We will consider notice to have been given to terminate this policy on the date premium was due.

Policy termination will not affect a claim for a loss due to an Accident that occurred while this policy was in effect.

### **CONFORMITY WITH STATE STATUTES**

Any provision of this policy in conflict with the laws of the state where it is issued on the Policy Effective Date is amended to conform to the minimum requirements of such laws.

### **LEGAL ACTIONS**

No legal action to recover under this policy can be brought for at least 60 days after We have been given written proof of loss. No legal action can be brought after three years from the time written proof of loss is required to be given to Us.

### **DEFINITIONS**

The following capitalized terms have the meaning assigned to them in this section. The assigned definitions apply to both the singular and plural forms of the defined term.

Accident means an unexpected and unintended event, independent of Sickness and all other causes, which:

- causes Injury to an Insured; and
- occurs within the Scope of Coverage.

Ambulance Service (Air) means the service provided:

- by means of a fixed or roto-winged aircraft equipped with life support and medical apparatus; and
- for the primary purpose of transporting an Insured to or from the Hospital where treatment is given.

*Ambulance Service (Surface)* means the service provided:

- by a commercial or municipal ground ambulance service; and
- for transporting an Insured to or from the Hospital where treatment is given.

Allowable Expense means a Medical Expense otherwise payable under the policy that is not in excess of the 80<sup>th</sup> percentile identified on Context4HealthCare (the "Database"). When there is, in Our determination, minimal data available from the Database for a Medical Expense, We will determine the amount to pay by calculating the unit cost for the applicable service category using the Database and multiplying that by the relative value of the Medical Expense based upon a commercially available relative value scale selected by Us. In the event of an unusually complex medical procedure, a Medical Expense for a new procedure or a Medical Expense that otherwise does not have a relative value that is in Our determination applicable, We will assign a relative value. The

Medical Expenses We pay may not reflect the actual charges of a provider and does not take into account the provider's training, experience or category of licensure. A provider may charge the Insured the difference between what the provider charges and the amount We pay under the policy. The Database will be updated by us as information becomes available from the supplier, up to twice each year. We may modify the Database in Our discretion to reflect Our experience. We have the right, in Our discretion, to substitute or replace the Database with another database or databases of comparable purpose, with or without notice.

Ambulatory Surgical Center means a surgical or medical center which:

- has permanent facilities for surgery;
- has an organized medical staff of Physicians and graduate registered nurses (R.N.);
- is authorized by law in the jurisdiction in which it is located to perform surgical services; and
- is licensed (if no license is required, officially approved) under the law.

Benefit Period means the period of time, as stated in the Schedule, from the date of the Injury within which benefits will be paid.

Controlled Substance means any drug or substance, other than alcohol, having the capacity to affect behavior and that is regulated by law with regard to possession and use.

*Deductible (Reducing)* means the amount of eligible Medical Expenses incurred by an Insured for each loss before benefits are payable under this policy. Medical Expenses payable under any Other Insurance Plan will be used to satisfy or reduce this Deductible. It applies separately to each Insured and each Injury.

*Durable Medical Equipment* means equipment that is Medically Necessary, appropriate for the medical care of the Insured, and ordered by a Physician for the specific use of the Insured. It is equipment that can withstand repeated use, is primarily and customarily used to serve a medical purpose and generally is not useful to an individual in the absence of an Injury.

*Heart or Circulatory Malfunction* means an acute onset of a cardiovascular or circulatory accident, stroke or other similar traumatic event affecting the heart or circulatory system:

- which is first diagnosed and treated while the Insured's coverage under this policy is in force;
- which occurs as a result of Injury to the Insured while participating in a Sponsored or Supervised Activity; and
- which does not result from a Pre-Existing Condition.

Hospital means an institution which:

- is operated pursuant to law;
- is primarily and continuously engaged in providing medical care and treatment to sick and injured persons on an inpatient basis:
- is under the supervision of a staff of Physicians;
- provides 24-hour nursing service by or under the supervision of a graduate registered nurse (R.N.); and
- has medical, diagnostic and treatment facilities, with major surgical facilities on its premises or available to it on a prearranged basis.

Hospital does not include:

- a clinic or facility for:
  - convalescent, custodial, educational or nursing care;
  - the aged, drug addicts or alcoholics;
  - · rehabilitation; or
- a military or veterans hospital or a hospital contracted for or operated by a national government or its agency unless:
  - the services are rendered on an emergency basis; and
  - the individual has a legal liability to pay for the services given in the absence of insurance.

*Immediate Family Member* means a spouse or a child, parent, grandparent, brother or sister of the Insured, or step-relatives in these same categories, or a person who reared the Insured, or a person whom the Insured reared.

*Injury* means bodily harm which:

- requires treatment by a Physician;
- results in loss due to an Accident, independent of Sickness and all other causes; and
- occurs within the Scope of Coverage.

For this purpose, bodily harm includes:

- wear and tear (loss and damage caused by overuse) of an Insured's body part; and
- re-injury or aggravation of an injury sustained prior to the effective date of the Insured's coverage under this policy if:
  - the Insured was given medical clearance to participate in the appropriate athletic activity of the Sponsoring Organization by the Physician responsible to the Sponsoring Organization for such determination; and
  - such re-injury or aggravation occurs within the Scope of Coverage.

Bodily harm does not include a Pre-Existing Condition except in the case of re-injury or aggravation of an injury as provided in this definition.

*Insured* means a person:

- who is eligible for insurance under the terms of the policy; and
- for whom proper premium has been paid.

Intensive Care Unit means a section, ward, or wing within a Hospital which is separated from other Hospital facilities and:

- is operated exclusively for the purpose of providing professional treatment for critically ill or Injured patients;
- has special supplies and equipment necessary for such treatment which is available on a standby basis for immediate use;
- provides room and board, and constant observation by registered graduate nurses or other specialty trained Hospital personnel; and
- is not maintained for the purpose of providing normal post-operative recovery treatment or service.

*Intoxicated, intoxication* means the Insured's condition as determined and defined by the laws in the jurisdiction in which the loss or cause of loss was incurred; (for the purposes of this exception, the laws governing the operation of motor vehicles while intoxicated will apply to any activity occurring at the time of the accident.).

Laboratory Tests means laboratory procedures identified in Physician Current Procedural Terminology (CPT) as codes 80000-89999 inclusive.

Loss of a Foot means Severance above the ankle.

Loss of a Hand means Severance at or above the wrist.

Loss of Hearing means total and permanent loss of hearing in which cannot be corrected by any means.

Loss of Sight means the total, permanent loss of sight of the eye or eyes. The loss of sight must be irrecoverable by natural, surgical or artificial means.

Loss of Speech means total, permanent and irrecoverable loss of audible communication.

Loss of a Thumb and Index Finger of the same hand means Severance through or above the metacarpophalangeal joints of the same hand (the joints between the fingers and the hand) from the same Accident.

Loss Period means the period of time stated in the Schedule from the date of an Accident within which the Insured must seek initial treatment for an Injury or death or Specific Loss must occur.

Maximum Benefit Amount means the total benefits payable under an applicable benefit provision. The Maximum Benefit Amount is shown in the Schedule.

*Medical Expenses* means expenses incurred for Medically Necessary services and supplies. Medical Expenses are incurred on the date the service or supply is rendered or provided.

*Medically Necessary, Medical Necessity* means care that is ordered, prescribed, or rendered by a Physician or Hospital, and is determined by Us, or a qualified party or entity selected by Us, to be:

- consistent with the diagnosis and treatment of the loss;
- appropriate with the standards of good medical practice;
- not solely for the convenience of the Insured;
- the most appropriate supply or level of service which can be safely provided; and

• not considered experimental or investigative.

*Nurse* means a professional, licensed, graduate registered nurse (RN), a professional, licensed practical nurse (LPN) or a certified registered nurse anesthetist (CRNA).

Nurse Practitioner means a licensed registered nurse who has received special training for diagnosing and treating routine or minor ailments.

Off-season Physical Conditioning means a physical conditioning activity that is

- not the play or practice of the insured sport;
- officially sanctioned by the Sponsoring Organization; and
- scheduled and supervised by a regularly employed coach or trainer.

Orthopedic Appliances means braces and appliances that:

- are prescribed by a Physician;
- are primarily and customarily used to serve a medical purpose;
- can withstand repeated use; and
- are Medically Necessary.

Other Insurance Plan means any contract, policy or other arrangement for benefits or services for medical or dental care or treatment under:

- any individual, group, blanket, or franchise policy of accident, disability, or health insurance;
- any arrangement of benefits for members of a group, whether insured or uninsured;
- any prepaid service arrangement such as Blue Cross or Blue Shield, individual or group practice plans, or health maintenance organizations;
- any amount payable for Hospital, medical, or other health services for Injury arising out of a motor vehicle accident to the extent such benefits are payable under any medical expense payment provision (by whatever terminology used including such benefits mandated by law) of any motor vehicle insurance policy;
- any amount payable for services for injuries or diseases related to the Insured's job to the extent that the Insured actually receives benefits under a workers compensation law. If the Insured enters into a settlement to give up the Insured's rights to recover future medical expenses under a workers compensation law, this policy will not pay those medical expenses that would have been payable except for that settlement; or
- any benefits payable under any program provided or sponsored solely or primarily by any federal, state, or local governmental unit or agency or subdivision or through operation of law or regulation, except Medicaid and Tricare.

Outpatient Surgical Center means a surgical or medical center which has:

- permanent facilities for surgery;
- organized medical staff of Physicians and Nurses; and
- is authorized by law in the jurisdiction in which it is located to perform surgical services and is licensed (if no license is required, officially approved) under law.

*Physician* means a legally qualified physician, Nurse Practitioner or Physician's Assistant practicing within the scope of his or her license; and recognized as a physician in the state where services are rendered. Physician does not include:

- the Insured; or
- an Immediate Family Member; or
- a person living with the Insured; or
- a person employed or retained by the Sponsoring Organization.

*Physician's Assistant (PA)* means a medical professional, other than the Insured, who is trained and licensed to provide basic medical services under the direction of a Physician.

*Pre-Existing Condition* means any condition for which an Insured has received care, diagnosis or advice from a Physician or of which symptoms were manifested within 12 months before being covered by this policy.

Prescription Drugs means drugs which:

- under Federal law may only be dispensed by written prescription; and
- are approved for general use by the Food and Drug Administration.

Scope of Coverage means insurance coverage limited to a loss which:

- is within the scope of the risks specified in the INSURED RISKS section of this policy;
- is specified in the DESCRIPTION OF BENEFITS section of this policy;
- occurs during the Loss Period for the loss incurred specified in the Schedule, if any; and
- occurs while this policy is in effect.

Severance means the complete and permanent separation and dismemberment of the part from the body.

Sponsored or Supervised Activity means a Sponsoring Organization authorized function:

- in which the Insured participates; and
- which is organized by or under its auspices and sanctioned by the appropriate governing authority; and
- which is within the scope of customary activities for such entity.

Sponsoring Organization means a legal entity that is affiliated with the Policyholder, or that elects coverage under this policy.

We, Our, Us means Mutual of Omaha Insurance Company.

X-ray means those procedures identified in Physician Current Procedural Terminology (CPT) as codes 70000-79999 inclusive.

Mutual of Omaha Insurance Company Home Office: Mutual of Omaha Plaza Omaha, Nebraska 68175



### 2017-2018 NCAA Group Basic Accident Medical Program

**Northern Kentucky University** 100 Nunn Drive Highland Heights, KY 41099

**COVERAGE and COST PROPOSAL** 2017-18 NCAA Group Basic Accident Medical Program

Underwritten By: Mutual of Omaha Insurance Company

Rated: A+ (Superior) by A.M. Best

Plan Outline:

Insured participants are all student athletes, student managers, student trainers, student coaches, student cheerleaders, dance & drill teams and mascots if listed in the sports census section for bodily injury sustained during an athletic event or other activity which is authorized by, organized by, and supervised by an official representative of the Policyholder, including practices, games, off-season body conditioning

and related covered travel. In addition, prospective student athletes and their chaperones are covered for activities during or directly related to a visit for which the athlete was invited by the Policyholder.

For student cheerleaders, dance & drill teams and mascots coverage is only effective for activities performed as part of an intercollegiate sports

ţeam.

Claims will be paid EXCESS of all other insurance for expenses incurred within the benefit period.

This is a general summary of the insurance. All standard provisions, limitations and exclusions of proposed insurance benefits are outlined in a specimen policy that is available upon request. If there is any conflict between the proposal and the policy, policy provisions will prevail.

Program Partners:







### Northern Kentucky University

2017-18 NCAA Group Basic Accident Medicał Program Page 2





75,000

10,000

Excess

| Plan I imite: | DI | lan | l im | ife: |
|---------------|----|-----|------|------|
|---------------|----|-----|------|------|

Accidental Medical Expense Maximum Accidental Death and Dismemberment

Air Travel Aggregate Policy Type

Deductible (Reducing) Air or Ground Ambulance Orthopedic Appliance (Maximum) Physical Therapy (Maximum)

Dental Benefit

Off-Season Conditioning Heart/Circulatory Death Benefit Expanded Medical Benefit Coordination with HMO/PPO

Re-injury Benefit Benefit Period

Incurring Period for First Expense

Coverage Term

**Proposed Effective Date** 

\$ \$ 1,000,000 See Below 100% of U&C 100% of U&C 100% of U&C Incl. in Maximum Included Included Included Included

Included 104 Weeks 90 Days Annual

August 1, 2017

# Sports Census:

| Covered Sports Activities | Men | Women |
|---------------------------|-----|-------|
| BASEBALL                  | 35  | 0     |
| BASKETBALL                | 16  | 12    |
| CHEERLEADERS              | 2   | 23    |
| CROSS COUNTRY RUNNING     | 15  | 10    |
| GOLF                      | 13  | 6     |
| SOCCER                    | 25  | 30    |
| SOFTBALL                  | 0   | 18    |
| STUDENT MANAGERS          | 2   | . 3   |
| TENNIS                    | 7   | 9     |
| TRACK/FIELD               | 20  | 20    |
| VOLLEYBALL                | 0   | 16    |
| TOTAL                     | 135 | 147   |

#### Northern Kentucky University

2017-18 NCAA Group Basic Accident Medical Program Page 3





Plan

Administration:

Claims Administered by

Claims Customer Service Representative

Mutual of Omaha

800.524.2324

Conditions:

Enrollment in the NCAA Primary Accident Program with \$5,000 max

Plan Cost:

| X | \$0 Deductible (Reducing)     | \$89,245 |
|---|-------------------------------|----------|
|   | \$100 Deductible (Reducing)   | \$88,162 |
|   | \$250 Deductible (Reducing)   | \$86,519 |
|   | \$500 Deductible (Reducing)   | \$84,221 |
|   | \$750 Deductible (Reducing)   | \$82,185 |
|   | \$1,000 Deductible (Reducing) | \$80,271 |

More deductible options may be available upon request. A proposal for claims services within the selected deductible (if applicable) is also available upon request. Please contact your program representative for more information.

### Acceptance:

The benefits, conditions & premium within this quote/proposal are valid until August 1, 2017. If Acceptance is received after this date, Mutual of Omaha reserves the right to re-evaluate.

This shall serve as offical notice that it is our intention to accept this proposal for Basic Athletic Accident Insurance in accordance with the provisions stated above. I further certify that I have verified the activities listed in the Sports Census, and accept that changes to that list may result in additional premium due.

In accordance with the Producer Licensing Model Act (PLMA), Section 9 of Act 1697 of 2005, Ascension discloses to you, the potential client, that we will receive a portion of the quoted premium as commission from Mutual of Omaha Insurance Company in exchange for providing services to you on their behalf.

Presented by:



**Carol Malouf** Senior Vice President

Ascension Benefits & Insurance Solutions 2180 South 1300 East, Ste 520, Salt Lake City, UT 8410 801 412-2626 office | 801 412-2622 direct 801 856 0730 cell | 801 412 2625 direct fax cmalouf@ascensionins.com

NOTE: Effective January 1, 2015, Summit America Insurance Services will be doing business as Ascension. This update is intended to create consistency with other companies under the Ascension umbrella. Programs, services and staff remain unchanged to continue to serve your insurance needs.

Northern Kentucky University 2017-18 NCAA Group Basic Accident Medical Program Page 4





# To be completed by agent (if applicable):

The agent is required to complete the section below at the time of sale/renewal to ensure the proper appointment and licensure of all producers associated with the case. Policies cannot be issued without the required information being completed. By signing this form, the agent(s) is/are attesting to the accuracy of all the information provided on this document and all others associated with the sale.

|                    | and the second s |          |                    |
|--------------------|--|----------|--------------------|
| Agency Name: _     |  |          | Agency<br>Lic. No. |
| Agent Name: _      | ··.  | <u>-</u> | Agent<br>Lic. No.  |
| Address: _         |  |          |                    |
| City: _            | State: _   |          | Zip:               |
| Phone: _           | •  | Fax:     |                    |
| E-mail: _          |  | <u> </u> |                    |
| Agent Signature: _ | · ·  |          | Date:              |



### **SCHEDULE**

**POLICY NO.**: SR2014IN-P-051085-643

### SPONSORING ORGANIZATION INFORMATION:

Northern Kentucky University 100 Nunn Drive Highland Heights, KY 41099

Effective Date: August 1, 2017 Expiration Date: August 1, 2018

### **ELIGIBILITY:**

Class 1: All intercollegiate student athletes and Student Managers are eligible and will be covered while participating in

the Sports listed below.

Class 2: Student Cheerleaders are eligible and will be covered while participating in the Sports listed below.

Class 3: Prospective student athletes while on campus during an official visit for which the athlete was invited by the

Policyholder/Sponsoring Organization.

Class 4: Up to two chaperones of prospective athletes insured under Class 3, while the chaperones are on campus during

an official visit by the athlete, in any combination of the following:

1) legal guardian;

2) spouse;

3) parents;

4) siblings,

5) grandparents; and

6) aunts/uncles

whose names are reported to, and on file with, the Policyholder/Sponsoring Organization prior to a prospective

athlete's official visit.

Class 5: All intercollegiate student athletes are eligible and will be covered while participating in non-sports related

school activities on premises.

### **SCOPE OF COVERAGE:**

| Class | Insured Risk                    | <b>Benefits</b>                                 |
|-------|---------------------------------|---|
| 1 & 2 | Activity Coverage (IRACTATH015) | AD&D (ADDPERC001)                               |
|       |                                 | Heart or Circulatory Malfunction (HRTCIRMAL001) |
|       |                                 | AME (AMEICS001)                                 |
|       |                                 |   |
| 3     | Activity Coverage (IRACTATH016) | AD&D (ADDPERC001)                               |
|       |                                 | Heart or Circulatory Malfunction (HRTCIRMAL001) |
|       |                                 | AME (AMEICS001)                                 |
|       | (TD 4 GT054)                    | AD 0 D (ADDDDD G004)                            |
| 4     | Activity Coverage (IRACT071)    | AD&D (ADDPERC001)                               |
|       |                                 | AME (AMEICS001)                                 |
| _     | Antinita Communa (IDSCHOLO)     | AME (AMELOGOO1)                                 |
| 5     | Activity Coverage (IRSCH018)    | AME (AMEICS001)                                 |

SR2014 SCH

**COVERED SPORTS:** 

**Men's Intercollegiate Sports:** Baseball, Basketball, Cheerleading, Cross Country Running, Golf, Soccer, Student Managers, Tennis,

Track/Field.

Women's Intercollegiate Sports: Basketball, Cheerleading, Cross Country Running, Golf, Soccer, Softball, Student Managers, Tennis,

Track/Field, Volleyball.

**BENEFITS:** 

Accidental Death & Specific Loss Air Only Aggregate Limit of Liability (TBAGGLIM001)

\$1,000,000.00

Accidental Death & Specific Loss (Classes 1-4 Only)

(ADDPERC001) \$10,000.00

**Principal Sum Amount** Loss Period

Loss within 365 Days of Injury

**Heart or Circulatory Malfunction (Classes 1, 2 & 3 Only)** 

(HRTCIRMAL001)

Maximum Benefit Amount - Loss of Life

\$10,000.00

Malfunction Loss Period Loss Period - Loss of Life Within 24 hours after Participation 90 Days from the accident date

Full Excess Medical Expense for Accident (includes Expanded Medical & Re-Injury)

(AMEICS001) & (TBFE001)

Classes 1, 2 & 3 Medical Expense Maximum

\$75,000.00 per Injury

Class 4 Medical Expense Maximum

\$10,000.00 per Injury

Class 5 Medical Expense Maximum Classes 1-4 Accident Medical Deductible - Reducing \$5,000.00 per Injury \$0.00 per Injury

Class 5 Accident Medical Deductible

\$0.00 per Injury

Initial treatment received within 90 days of accident date

Loss Period

Benefits payable for 104 weeks from accident date

Benefit Period

**ANNUAL PREMIUM:** \$89,245.00

072417:bdt

# **MUTUAL OF OMAHA INSURANCE COMPANY**

Mutual of Omaha Plaza, Omaha, NE 68175



# MEMORANDUM OF COVERAGE

This Memorandum of Coverage is issued to National Collegiate Athletic Association (NCAA) ("the Policyholder") under Master Policy SR2014IN-P-051085-000.

This Memorandum of Coverage is a legal contract between the Sponsoring Organization and Us. It is issued in consideration of payment of premiums.

This Memorandum of Coverage is issued in and will be interpreted by the laws of the State of Indiana, without giving effect to the principles of conflicts of law of that State or any other state. Any part of this Memorandum of Coverage which is in conflict with the laws of the State of Indiana is changed to conform to the minimum requirements of that State's laws.

We agree to pay benefits subject to the terms, conditions, and limitations of this Memorandum of Coverage.

THIS IS A BLANKET LIMITED ACCIDENT MEMORANDUM OF COVERAGE.

READ IT CAREFULLY.

BENEFITS ARE NOT PAYABLE FOR LOSS DUE TO SICKNESS.

THIS MEMORANDUM OF COVERAGE IS NOT A MEDICARE SUPPLEMENT POLICY.

If you are eligible for Medicare, review the Guide to Health Insurance for People with Medicare available from Us.

M51085\_0617 POLICY FORM SR2014 IN

## **INSURED RISKS**

Unless otherwise stated in the Schedule, We will pay benefits for a loss only once, even if coverage was provided under more than one insured risk.

# **ACTIVITY COVERAGE (IRACTATH015) - CLASSES 1 & 2**

We will pay the benefits in this policy for an Insured while:

- participating in a Sponsored or Supervised Activity;
- participating in regularly scheduled athletic games or competition or practice sessions for the sports specified in the Schedule;
- participating in Off-season Physical Conditioning for the sport(s) specified in the Schedule;
- traveling as part of a group in transportation authorized or arranged by the Sponsoring Organization.

# **ACTIVITY COVERAGE (IRACTATH016) - CLASS 3**

We will pay the benefits in this policy for an Insured while:

- participating in a Sponsored or Supervised Activity;
- participating in regularly scheduled athletic games or competition or practice sessions for the sports specified in the Schedule;
- traveling as part of a group in transportation authorized or arranged by the Sponsoring Organization.

# **ACTIVITY COVERAGE (IRACT071) - CLASS 4**

We will pay the benefits in this policy for an Insured while:

- participating in a Sponsored or Supervised Activity;
- traveling as part of a group in transportation authorized or arranged by the Sponsoring Organization.

# **ACTIVITY COVERAGE (IRSCH018) - CLASS 5**

We will pay the benefits in this policy for an Insured while:

attending School or participating in a Sponsored or Supervised Activity while on Sponsoring Organization premises.

### **ELIGIBILITY FOR BENEFITS**

### **ELIGIBILITY**

Persons who are eligible to be an Insured under this policy are described in the Schedule. This includes persons who may become eligible while this policy is in force.

### WHEN INSURANCE BEGINS

Insurance for an Insured begins on the later of:

- the Policy Effective Date; or
- the day the Insured becomes eligible under the terms of this policy.

### **CHANGE IN COVERAGE**

Any change in the Insured's coverage because of change of class as shown in the Schedule will become effective on the date of the change.

### WHEN INSURANCE ENDS

Insurance for an Insured will end on the earliest of the date:

- the Insured is no longer eligible;
- any premium for the Insured is due and unpaid, subject to the Grace Period provision; or
- this policy is terminated.

Termination of insurance will not affect a claim incurred while coverage was in effect.

### **DESCRIPTION OF BENEFITS**

# ACCIDENTAL DEATH AND SPECIFIC LOSS BENEFIT (ADDPERC001)

If an Insured suffers a loss listed below from an Accident within the Loss Period stated in the Schedule, We will pay the benefit opposite the Loss. If the Insured sustains more than one loss as the result of one Accident, We will pay only the largest benefit to which the Insured is entitled.

The Principal Sum is shown in the Schedule.

# TABLE OF BENEFITS FOR ACCIDENTAL DEATH AND SPECIFIC LOSS

| Loss   | Benefit Amount        |
|--|-----------------------|
| Loss of Life                                 | 100% of Principal Sum |
| Loss of Both Hands                           | 100% of Principal Sum |
| Loss of Both Feet                            | 100% of Principal Sum |
| Loss of Entire Sight of Both Eyes            | 100% of Principal Sum |
| Loss of One Hand and One Foot                | 100% of Principal Sum |
| Loss of One Hand and Entire Sight of One Eye | 100% of Principal Sum |
| Loss of One Foot and Entire Sight of One Eye | 100% of Principal Sum |
| Loss of Speech and Hearing                   | 100% of Principal Sum |
| Loss of Entire Sight of One Eye              | 50% of Principal Sum  |
| Loss of Speech or Hearing                    | 50% of Principal Sum  |
| Loss of One Hand or One Foot                 | 50% of Principal Sum  |
| Loss of Thumb and Index Finger               | 25% of Principal Sum  |

# **HEART OR CIRCULATORY MALFUNCTIONS BENEFIT (HRTCIRMAL001)**

We will pay Heart or Circulatory Malfunctions Benefits to an Insured if the Insured receives medical treatment for a Heart or Circulatory Malfunction.

Benefits are subject to the Malfunction Loss Period shown in the Schedule.

We will pay the applicable benefits shown in the Schedule.

# Loss of Life Benefit

We will pay the Loss of Life benefit shown in the Schedule if the Heart or Circulatory Malfunction results in the Insured's death within the Loss Period of participation in a Sponsored or Supervised Activity which caused the malfunction.

For the Loss of Life benefit, the Heart or Circulatory Malfunction is limited to a myocardial infarction, coronary thrombosis, or cerebral vascular accident.

# MEDICAL EXPENSE FOR ACCIDENT BENEFIT (AMEICS001)

We will pay the following Medical Expenses incurred as a result of an Accident. The Medical Expense Maximum and any applicable sub-limit amounts are shown in the Schedule.

- 1. Hospital room and board charges, up to the average semi-private daily room rate, for each day in the Hospital;
- 2. Intensive Care Unit charges are payable in lieu of payment for Hospital room and board charges for each day the Insured is confined in an intensive care unit;
- 3. Hospital miscellaneous charges during a hospital confinement. Miscellaneous charges do not include charges for telephone, radio or television, extra beds or cots, meals for guests, take-home items, or other convenience items;
- 4. outpatient charges by a Hospital for:
  - emergency room treatment. Treatment must be received within 72 hours of the Accident;
  - emergency room physician; or
  - use of surgical facilities;
- 5. surgical charges for the primary performance of a surgical procedure by a Physician subject to the following:

- if bilateral or multiple surgical procedures are performed by one Physician, We will pay the Medical Expenses for the primary procedure;
- for each procedure that is not the primary procedure performed through the same incision as the primary procedure, we will pay 50% of the amount otherwise payable if the additional procedure were the primary procedure;
- if multiple surgical procedures are performed during the same operating session, reimbursement shall be based upon, 100% of Allowable Expense for the primary procedure, 50% of Allowable Expense for the secondary procedure and 25% of Allowable Expense for the third and subsequent procedures;
- any procedure that would not be an integral part of the primary procedure or is unrelated to the diagnosis will be considered incidental and no benefits will be provided for such procedure;
- if multiple unrelated surgical procedures are performed by two or more Physicians on separate operative fields, benefits will be based on the Medical Expenses for each Physician's primary procedure; and
- if two or more Physicians perform a procedure that is normally performed by one Physician, We will only pay the Medical Expenses for the primary Physician;
- 6. charges for a second surgical opinion or consultation by a Physician;
- 7. surgical charges for assistant surgeon duties will be reimbursed at 25% of the allowable for surgery codes that have been assigned an assistant surgery indicator by the Centers for Medicare & Medicaid Services;
- 8. charges for anesthesia and its administration for surgery;
- 9. Physician's charges for other than pre- or post-operative care for in-Hospital visits or office visits;
- 10. charges for, including Physician's charges for reading or interpreting the results of, Laboratory Tests and diagnostic imaging including X-Ray, MRI, or CAT Scan;
- 11. charges for nursing services, other than routine Hospital care, by or under the supervision of a Nurse;
- 12. treatment of the spine by manual or mechanical means;
- 13. charges for Durable Medical Equipment;
- 14. charges for physiotherapy which includes:
  - adjustment;
  - diathermyl;
  - heat treatment;
  - manipulation;
  - microtherm;
  - ultrasonic:
- 15. Ambulance Service (Surface) and Ambulance Service (Air);
- 16. Orthopedic Appliances and prosthetics, not including replacements;
- 17. Prescription Drugs;
- 18. dental expense for sound natural teeth; and
- 19. other Medical Expenses as noted in the Schedule.

# **EXCLUSIONS (EXICS001)**

We will not pay benefits for a loss due to or expenses incurred for:

- 1. intentionally self-inflicted injury, suicide while sane or insane;
- 2. voluntary self-administration of any drug or chemical substance not prescribed by or not taken according to the directions of the Insured's Physician;
- 3. treatment for alcoholism or drug addiction;
- 4. Injury caused by, attributable to, or resulting from the Insured's Intoxication;
- 5. Injury caused by, attributable to, or resulting from the Insured's use of a Controlled Substance unless administered on the advice of a Physician and taking the prescribed dosage;
- 6. operating a motor vehicle under the influence of a Controlled Substance unless administered on the advice of a Physician and taking the prescribed dosage;
- 7. operating a motor vehicle while having a blood alcohol level that equals or exceeds the legal limit for operating a motor vehicle in the state or jurisdiction where the Injury occurred;
- 8. commitment of or an attempt to commit a felony, or engagement in an illegal activity;
- 9. participation in a riot or insurrection;
- 10. any Injury that results from fighting, brawling, assault or battery;
- 11. an act of declared or undeclared war;
- 12. active duty service in any Armed Forces;
- 13. operating, learning to operate, or serving as a pilot or crew member of any aircraft;

- 14. mountaineering (engaging in the sport of scaling mountains generally requiring the use of picks, ropes, or other special equipment);
- 15. parachuting, except for self-preservation;
- 16. snow skiing, scuba diving, bob-sledding, bungee jumping, ballooning, flight in an ultralight aircraft, sky diving, hang-gliding, glider flying, sailplaning, or parasailing;
- 17. participation in professional or amateur racing;
- 18. sickness, disease, bodily or mental infirmity or medical or surgical treatment thereof, bacterial or viral infection, regardless of how contracted. This does not exclude bacterial infection that is the natural and foreseeable result of an Injury or accidental food poisoning;
- 19. dental treatment or dental X-rays, except as otherwise provided, and only when Injury occurs to sound natural teeth;
- 20. orthodontic braces or appliances;
- 21. any loss for which benefits are paid under state or federal worker's compensation, employers' liability, or occupational disease law;
- 22. treatment in any Veterans Administration or federal Hospital, unless there is a legal obligation to pay;
- 23. charges which the Insured would not have to pay if the Insured did not have insurance;
- 24. a charge which is in excess of the Allowable Expense;
- 25. cosmetic surgery, except reconstructive surgery due to a covered Injury;
- 26. participation in semi-professional and professional sports, play or practice, or any related travel;
- 27. participation in practice or play of any sports activity, including travel to and from, unless specified in this policy;
- 28. assistant surgeon services, unless specified in this policy;
- 29. elective treatment or surgery that is not prescribed by a Physician and is not Medically Necessary, health treatment, or examination where no Injury is involved;
- 30. mental and nervous disorders;
- 31. Pre-existing Conditions;
- 32. human immunodeficiency virus (HIV), acquired immune deficiency syndrome (AIDS) or AIDS related complex (ARC);
- 33. infectious disease;
- 34. services or treatment incurred to the extent that they are paid or payable under any Other Insurance Plan;
- 35. services or treatment incurred to the extent that they are paid or payable under any automobile insurance policy without regard to fault. This exclusion does not apply in any state where it is prohibited;
- 36. Injury sustained by reason of a motor vehicle accident to the extent that benefits are paid or payable by any Other Insurance Plan:
- 37. any Accident in which the Insured is operating a motor vehicle without a current and valid motor vehicle operator's license (except in a driver's education program);
- 38. eyeglasses, contact lenses, hearing aids, or related examinations or prescriptions;
- 39. treatment of temporomandibular joint (TMJ) disorders involving the installation of crowns, pontics, bridges or abutments or the installation, maintenance or removal of orthodontic or occlusal appliances or equilibration therapy;

### TERMS OF BENEFIT PAYMENTS

We will pay the benefits specified in the DESCRIPTION OF BENEFITS section to all Insureds who suffer a loss within the Scope of Coverage due to Injury.

When an Other Insurance Plan denies benefits because the Insured failed to utilize, or chose not to use, an authorized medical vendor, We will pay the expense incurred that We would have paid in the absence of the Other Insurance Plan. The Insured must provide Us with such proof of denial.

# **FULL EXCESS MEDICAL EXPENSE (TBFE001)**

We will pay the Medical Expenses an Insured incurs for covered services that exceed amounts payable by any Other Insurance Plan, subject to the Deductible, Benefit Percentage, and Benefit Period shown in the Schedule. We will determine the amount of benefits provided by any Other Insurance Plan without reference to any coordination of benefits, non-duplication of benefits or similar provisions. The amount of benefits provided by an Other Insurance Plan includes any amount to which the Insured is entitled whether or not a claim is made for the benefits. This Policy is secondary to all Other Insurance Plans.

The first Medical Expense must be incurred within the Loss Period stated in the Schedule.

The Maximum Benefit Amount payable and sub-limits under this policy are shown in the Schedule.

# **AIR ONLY AGGREGATE LIMIT OF LIABILITY (TBAGGLIM001)**

The Air Only Aggregate Limit of Liability is shown in the Schedule. We will not be liable for any amount over this limit for any one air Accident. If the total amount of benefits to be paid to two or more Insureds is more than the Aggregate Limit of Liability, the benefit We will pay for each Insured's loss will be a proportionate share of the Aggregate Limit of Liability.

#### NON-DUPLICATION OF BENEFITS

This provision applies if an Insured:

- is covered by any Other Insurance Plan; and
- would, as a result, receive total medical expense or service benefits that would exceed the expenses actually incurred.

In this case, the Medical Expense for Accident Benefit payable under this policy will be reduced by the excess amount of benefits. The total amount of benefits payable will never exceed 100% of the Medical Expenses or service benefits.

# **CLAIM PROVISIONS**

#### NOTICE OF CLAIM

We must receive written notice within 20 days after a loss occurs or begins, or as soon as reasonably possible. Notice can be given at Our home office or to Our authorized representative. Notice should include:

- the Sponsoring Organization's name;
- the policy number; and
- the Insured's name and address.

Failure to give notice within this time frame shall not invalidate nor reduce any claim.

### **CLAIM FORMS**

When We receive the notice of the claim, We will send forms for filing proof of loss within 15 days. If We do not send the necessary forms within 15 days, written information may be given that includes the nature, date, cause, and extent of the loss for which claim is made.

### **PROOF OF LOSS**

We must be given written proof of loss at Our home office or to Our authorized representative within 90 days after the date of the loss. If the written proof is not given within 90 days, the claim will not be invalidated or reduced if:

- it was not reasonably possible to give proof within 90 days; and
- proof is given as soon as reasonably possible, but not later than one year from the date it is otherwise required, except in the absence of legal capacity.

If the claim is for a continuing loss for which this policy provides periodic payments, written proof that the loss continues must be given to Us or to Our authorized representative at the intervals We require.

### **Physical Examination and Autopsy**

We have the right to have an Insured examined at Our cost and as often as reasonably necessary while the claim is pending. We may require an autopsy at Our expense unless prohibited by law.

### **PAYMENT OF CLAIMS**

Benefits will be paid after We receive acceptable proof of loss and confirm benefits are payable, but not later than 30 days after receipt of such proof or confirmation.

We will pay benefits other than for loss of life to the Insured, unless otherwise stated in this policy.

We will pay benefits for loss of life and any benefits payable to the Insured but unpaid at the Insured's death to the Insured's named beneficiary for this policy. This choice must be in writing and filed with Us, or filed with the Sponsoring Organization if We have agreed in advance.

The Insured has the right to change the beneficiary. Unless this right has been given up, the Insured does not need the consent of the beneficiary to make a change.

If the Insured has not named a beneficiary or no beneficiary survives the Insured, We will pay benefits at the Insured's death as follows:

- to the Insured's surviving spouse; if none, then
- in equal shares to the Insured's surviving children; if none, then
- in equal shares to the Insured's surviving parents; if none, then
- in equal shares to the Insured's surviving brothers and sisters; if none, then
- to the Insured's estate.

If benefits are payable to a person who is not legally competent to claim or release benefits, a minor, or an estate, We may pay up to \$1,000 to any relative by blood or marriage whom We find entitled to the payment. This good faith payment satisfies Our legal duty to the extent of the payment.

### **Assignment of Benefits**

The Insured may direct that We pay benefits to a Hospital, Physician or other provider who furnished care, diagnosis, advice or supplies. We are not liable for any actions We take before We receive notice of the assignment. We are not responsible for the validity of any assignment of benefits.

### **OPPORTUNITY TO REQUEST AN APPEAL**

The claimant may request an appeal, in writing, within 60 days after receiving notice of Our initial claim review decision.

The request for an appeal should include:

- the Sponsoring Organization's name and the Policy number or group number;
- the Insured's name and mailing address;
- the name and mailing address of the claimant filing the appeal, if different from the Insured;
- the nature of the appeal; and
- any additional information that may have been omitted from Our review or that We should consider.

By requesting an appeal, the claimant has authorized Us, or anyone We designate, to review any and all records (including, but not limited to, medical records) which We determine may be relevant to the appeal. We will review all information submitted and make Our final determination. No additional appeals are available.

Applicable state laws may contain requirements for claims review and appeal procedures. To the extent that this provision is inconsistent with any state law requirement, the requirement that is most favorable to the claimant will apply.

### **AUTHORITY TO INTERPRET POLICY**

By purchasing this policy, the Sponsoring Organization grants Us the discretion and the authority to construe and interpret this policy. This means that We have the authority to decide all questions of eligibility and all questions regarding the amount and payment of any policy benefits within the terms of this policy as We interpret it. We will pay benefits under this policy only if We decide, in Our discretion, that a person is entitled to them. In making any decision, We may rely on the accuracy and completeness of any information furnished by the Sponsoring Organization, an Insured, or any other third party. Our interpretation of this policy as to the amount of benefits and eligibility will be binding and conclusive on all persons.

The Sponsoring Organization further grants Us the authority to delegate to third parties, including, without limitation, any third party administrator with whom We have contracted to provide claims administration and other administrative services, the discretionary authority granted in this policy. The Sponsoring Organization expressly grants such third party the full discretionary authority granted to Us under this policy.

### PREMIUM PROVISIONS

### REPORTING REQUIREMENTS

The Sponsoring Organization or its authorized agent must report to Us any additional information required, as We and the Sponsoring Organization agree. We must receive this report before the premium due date.

### **GRACE PERIOD**

There is a 31-day grace period for payment of each premium due after the first premium. This means that, except for the initial premium, if premium is not paid on or before the date it is due, the premium must be paid in the 31-day period that follows. We will consider premium to be paid on the date We receive it.

Insurance will stay in force during the grace period unless the Sponsoring Organization has notified Us of its intention to terminate this policy.

If We have not been notified otherwise and the premium has not been paid, this policy will end on the date premium was due.

### **CHANGES IN RATES**

We have the right to change the premium rates:

- at any time there is a change in the coverage provided or classes eligible;
- at any time there is a change in the risks We have assumed; or
- after the first 12 months insurance is in effect.

New rates based on coverage or eligibility changes will take effect on the effective date of those changes. Otherwise, we will give 31 days written notice when we change the rates. Notice will be sent to the Sponsoring Organization's most recent address in Our records.

#### REINSTATEMENT AFTER TERMINATION

If this policy terminates for any reason, the Sponsoring Organization may request to reinstate it. We will reinstate only if:

- an authorized representative in Our home office agrees in writing to reinstate this policy;
- the Sponsoring Organization agrees in writing to accept any written conditions of reinstatement that We impose;
- all past due premiums are paid, including any premium for the time insurance was in effect during the grace period; and
- the premium due from the date of reinstatement until the next premium due date is paid.

### **GENERAL PROVISIONS**

### INSURANCE CONTRACT

The insurance contract consists of:

- this policy;
- the attached Schedule:
- any riders or endorsements; and
- the application, if applicable.

Statements in an application are considered representations and not warranties. We will not use any statements in the Sponsoring Organization's application to deny a claim or to contest the validity of this insurance unless We provide the Sponsoring Organization, the Insured, the Insured's beneficiary or an authorized representative with a copy of that application.

The insurance contract may be changed (including reducing or terminating benefits or increasing premium costs) any time We and the Sponsoring Organization both agree to a change, unless required by law. No one else has the authority to change the insurance contract. A change in the insurance contract must be:

- in writing;
- made a part of this policy; and
- signed by Our authorized representative in Our home office.

### **WORKERS COMPENSATION INSURANCE**

This policy does not satisfy any requirement for coverage under any workers compensation law.

### SPONSORING ORGANIZATION RECORDS

The Sponsoring Organization or its authorized administrator will maintain records of the essential features of each Insured's insurance under this policy.

We have the right to examine the Sponsoring Organization's records relating to coverage under this policy. Examination may occur at any reasonable time up to the later of:

- two years after this policy ends; or
- the date of final adjustment and settlement of all claims under this policy.

### REIMBURSEMENT/SUBROGATION

# **Applicability**

If there is a conflict between the provisions of the Reimbursement/Subrogation section of the policy and the provisions of any Other Insurance Plan, the provisions that provide the greatest rights to Us and this policy govern.

### **Obligations of Insured**

Relating to benefits covered by this policy, an Insured must:

- immediately notify Us of any potential causes of action or claims for a recovery that the Insured may have against a third party:
- notify Us of any agreement with a third party;
- provide Us with a copy of any summons, complaint, or other process served in any lawsuit in which the Insured seeks a recovery;
- provide Us with a copy of any agreement with a third party;
- immediately notify Us of any settlement offer regarding a potential recovery or any payment made pursuant to an agreement;
- obtain written consent from Us before entering into any agreement with a third party involving a potential recovery;
- cooperate and assist Us in enforcing Our subrogation and reimbursement rights;
- provide any information as may be requested by Us related to Our subrogation and reimbursement rights;
- assist Us in any action against any third party; and
- upon Our request, execute a subrogation agreement, assignment of recoveries, and/or reimbursement agreement in Our favor.

If a third party pays the Insured directly based on an agreement, the Insured must reimburse Us the amount of any payments We previously made to the Insured (or for which We may have future responsibility) with respect to Injury covered by this policy. The Insured must hold any recovery or payment (including amounts paid for future medical expenses) and any right of recovery against the third party in trust for Us.

An Insured may not take any action to prejudice Our rights under the policy.

### **Our Rights**

We may:

- take action against any party (including, but not limited to, an attorney or trust) in possession of property or funds awarded or paid as a result of the Insured's Injury if such property or funds should be or should have been paid to Us under this Reimbursement/Subrogation section;
- seek a temporary restraining order against any party to prevent disbursement of any property or funds to which We have a right;
- seek restitution in equity (through the imposition of a constructive trust for Our benefit) from any party for the full amount of benefits paid by Us or for which We may have future responsibility;
- invoke equitable remedies as may be necessary to enforce the terms of the policy, including, but not limited to, specific performance, restitution and the imposition of an equitable lien and/or constructive trust, as well as injunctive relief;
- refuse to pay benefits to an Insured if the Insured fails to comply with this Reimbursement/Subrogation section, fails to cooperate with Us in regard to Our subrogation and reimbursement rights, or refuses to execute and deliver any papers that We may require in furtherance of Our subrogation and reimbursement rights;
- if the Insured fails to reimburse Us as provided in this Subrogation/Reimbursement section, offset any future benefits otherwise payable to or on behalf of the Insured, until the amount required to be reimbursed under the policy is fully offset;
- if the Insured receives a third party payment relating to expenses or benefits paid or payable by the policy, suspend all further benefit payments related to the Insured until the reimbursable portion is returned to Us or offset against amounts that would otherwise be paid to or on behalf of the Insured; and
- if an Insured fails or refuses to comply with this Reimbursement/Subrogation section, terminate the Insured's coverage.

We legally succeed the Insured's right of recovery against a third party up to the amount of benefits We have paid (or for which We may have future responsibility) with respect to the Insured's Injury. We have first priority on any money recovered from the third party, including, but not limited to, any amounts paid for medical costs over the uninsured or underinsured motorist's coverage, medical malpractice or any liability plan. Our contractual right to reimbursement is in addition to and separate from equitable subrogation. Our contractual right of reimbursement may be enforced under the same terms as discussed in this Reimbursement/Subrogation section.

If the Insured is a minor, We have no obligation to pay benefits related to Injury or Sickness caused by a third party until after the Insured's legal representative obtains valid court recognition and approval of Our 100%, first-dollar subrogation and reimbursement rights on all recoveries, as well as approval for the execution of any papers necessary for the enforcement of these rights. If We file suit to enforce Our right to recover from the Insured, We reserve the right to be reimbursed for Our court costs and attorneys' fees in relation to the suit.

# **Priority; Other Legal Doctrines**

If a third party makes any payment to the Insured, the Insured's attorney, or a trust for the Insured's benefit, the payment must first be used to provide equitable restitution to Us, to the full extent of expenses or benefits paid by or payable under the policy. Our priority applies despite other legal doctrines or theories. Our rights of subrogation and reimbursement under this Reimbursement/Subrogation section are not affected, reduced, or eliminated by the make-whole doctrine, the common fund doctrine, the doctrine of comparative fault theory, or any other legal doctrine or theory. We expressly reject the common fund doctrine with regard to attorneys' fees. Our rights are not affected, reduced, or eliminated by any allocation that purports to allocate recovery amounts in whole or in part to nonmedical damages.

### **POLICY TERMINATION**

We may terminate this policy at any time. We will give at least 31 days notice before termination.

The Sponsoring Organization may terminate this policy at any time. If the Sponsoring Organization fails to pay premiums when due or within the grace period, We will consider notice to have been given to terminate this policy on the date premium was due.

Policy termination will not affect a claim for a loss due to an Accident that occurred while this policy was in effect.

### **CONFORMITY WITH STATE STATUTES**

Any provision of this policy in conflict with the laws of the state where it is issued on the Policy Effective Date is amended to conform to the minimum requirements of such laws.

# **LEGAL ACTIONS**

No legal action to recover under this policy can be brought for at least 60 days after We have been given written proof of loss. No legal action can be brought after three years from the time written proof of loss is required to be given to Us.

### **DEFINITIONS**

The following capitalized terms have the meaning assigned to them in this section. The assigned definitions apply to both the singular and plural forms of the defined term.

Accident means an unexpected and unintended event, independent of Sickness and all other causes, which:

- · causes Injury to an Insured; and
- occurs within the Scope of Coverage.

Ambulance Service (Air) means the service provided:

- by means of a fixed or roto-winged aircraft equipped with life support and medical apparatus; and
- for the primary purpose of transporting an Insured to or from the Hospital where treatment is given.

Ambulance Service (Surface) means the service provided:

- by a commercial or municipal ground ambulance service; and
- for transporting an Insured to or from the Hospital where treatment is given.

Allowable Expense means a Medical Expense otherwise payable under the policy that is not in excess of the 80<sup>th</sup> percentile identified on Context4HealthCare (the "Database"). When there is, in Our determination, minimal data available from the Database for a Medical Expense, We will determine the amount to pay by calculating the unit cost for the applicable service category using the Database and multiplying that by the relative value of the Medical Expense based upon a commercially available relative value scale selected by Us. In the event of an unusually complex medical procedure, a Medical Expense for a new procedure or a Medical Expense that otherwise does not have a relative value that is in Our determination applicable, We will assign a relative value. The Medical Expenses We pay may not reflect the actual charges of a provider and does not take into account the provider's training, experience or category of licensure. A provider may charge the Insured the difference between what the provider charges and the amount We pay under the policy. The Database will be updated by us as information becomes available from the supplier, up to twice each year. We may modify the Database in Our discretion to reflect Our experience. We have the right, in Our discretion, to substitute or replace the Database with another database or databases of comparable purpose, with or without notice.

Ambulatory Surgical Center means a surgical or medical center which:

- has permanent facilities for surgery;
- has an organized medical staff of Physicians and graduate registered nurses (R.N.);
- is authorized by law in the jurisdiction in which it is located to perform surgical services; and
- is licensed (if no license is required, officially approved) under the law.

Benefit Period means the period of time, as stated in the Schedule, from the date of the Injury within which benefits will be paid.

Controlled Substance means any drug or substance, other than alcohol, having the capacity to affect behavior and that is regulated by law with regard to possession and use.

*Deductible (Reducing)* means the amount of eligible Medical Expenses incurred by an Insured for each loss before benefits are payable under this policy. Medical Expenses payable under any Other Insurance Plan will be used to satisfy or reduce this Deductible. It applies separately to each Insured and each Injury.

Durable Medical Equipment means equipment that is Medically Necessary, appropriate for the medical care of the Insured, and ordered by a Physician for the specific use of the Insured. It is equipment that can withstand repeated use, is primarily and customarily used to serve a medical purpose and generally is not useful to an individual in the absence of an Injury.

Heart or Circulatory Malfunction means an acute onset of a cardiovascular or circulatory accident, stroke or other similar traumatic event affecting the heart or circulatory system:

- which is first diagnosed and treated while the Insured's coverage under this policy is in force;
- which occurs as a result of Injury to the Insured while participating in a Sponsored or Supervised Activity; and
- which does not result from a Pre-Existing Condition.

Hospital means an institution which:

- is operated pursuant to law;
- is primarily and continuously engaged in providing medical care and treatment to sick and injured persons on an inpatient basis;
- is under the supervision of a staff of Physicians;
- provides 24-hour nursing service by or under the supervision of a graduate registered nurse (R.N.); and
- has medical, diagnostic and treatment facilities, with major surgical facilities on its premises or available to it on a prearranged basis.

### Hospital does not include:

- a clinic or facility for:
  - convalescent, custodial, educational or nursing care;
  - the aged, drug addicts or alcoholics;
  - rehabilitation; or
- a military or veterans hospital or a hospital contracted for or operated by a national government or its agency unless:
  - the services are rendered on an emergency basis; and
  - the individual has a legal liability to pay for the services given in the absence of insurance.

*Immediate Family Member* means a spouse or a child, parent, grandparent, brother or sister of the Insured, or step-relatives in these same categories, or a person who reared the Insured, or a person whom the Insured reared.

*Injury* means bodily harm which:

- requires treatment by a Physician;
- results in loss due to an Accident, independent of Sickness and all other causes; and
- occurs within the Scope of Coverage.

For this purpose, bodily harm includes:

- wear and tear (loss and damage caused by overuse) of an Insured's body part; and
- re-injury or aggravation of an injury sustained prior to the effective date of the Insured's coverage under this policy if:
  - the Insured was given medical clearance to participate in the appropriate athletic activity of the Sponsoring Organization by the Physician responsible to the Sponsoring Organization for such determination; and
  - such re-injury or aggravation occurs within the Scope of Coverage.

Bodily harm does not include a Pre-Existing Condition except in the case of re-injury or aggravation of an injury as provided in this definition.

*Insured* means a person:

- who is eligible for insurance under the terms of the policy; and
- for whom proper premium has been paid.

Intensive Care Unit means a section, ward, or wing within a Hospital which is separated from other Hospital facilities and:

- is operated exclusively for the purpose of providing professional treatment for critically ill or Injured patients;
- has special supplies and equipment necessary for such treatment which is available on a standby basis for immediate use;
- provides room and board, and constant observation by registered graduate nurses or other specialty trained Hospital personnel; and
- is not maintained for the purpose of providing normal post-operative recovery treatment or service.

*Intoxicated, intoxication* means the Insured's condition as determined and defined by the laws in the jurisdiction in which the loss or cause of loss was incurred; (for the purposes of this exception, the laws governing the operation of motor vehicles while intoxicated will apply to any activity occurring at the time of the accident.).

Laboratory Tests means laboratory procedures identified in Physician Current Procedural Terminology (CPT) as codes 80000-89999 inclusive.

Loss of a Foot means Severance above the ankle.

Loss of a Hand means Severance at or above the wrist.

Loss of Hearing means total and permanent loss of hearing in which cannot be corrected by any means.

Loss of Sight means the total, permanent loss of sight of the eye or eyes. The loss of sight must be irrecoverable by natural, surgical or artificial means.

Loss of Speech means total, permanent and irrecoverable loss of audible communication.

Loss of a Thumb and Index Finger of the same hand means Severance through or above the metacarpophalangeal joints of the same hand (the joints between the fingers and the hand) from the same Accident.

Loss Period means the period of time stated in the Schedule from the date of an Accident within which the Insured must seek initial treatment for an Injury or death or Specific Loss must occur.

*Maximum Benefit Amount* means the total benefits payable under an applicable benefit provision. The Maximum Benefit Amount is shown in the Schedule.

*Medical Expenses* means expenses incurred for Medically Necessary services and supplies. Medical Expenses are incurred on the date the service or supply is rendered or provided.

*Medically Necessary, Medical Necessity* means care that is ordered, prescribed, or rendered by a Physician or Hospital, and is determined by Us, or a qualified party or entity selected by Us, to be:

- consistent with the diagnosis and treatment of the loss;
- appropriate with the standards of good medical practice;
- not solely for the convenience of the Insured;
- the most appropriate supply or level of service which can be safely provided; and
- not considered experimental or investigative.

*Nurse* means a professional, licensed, graduate registered nurse (RN), a professional, licensed practical nurse (LPN) or a certified registered nurse anesthetist (CRNA).

Nurse Practitioner means a licensed registered nurse who has received special training for diagnosing and treating routine or minor ailments.

Off-season Physical Conditioning means a physical conditioning activity that is

- not the play or practice of the insured sport;
- officially sanctioned by the Sponsoring Organization; and
- scheduled and supervised by a regularly employed coach or trainer.

Orthopedic Appliances means braces and appliances that:

- are prescribed by a Physician;
- are primarily and customarily used to serve a medical purpose;
- can withstand repeated use; and
- are Medically Necessary.

Other Insurance Plan means any contract, policy or other arrangement for benefits or services for medical or dental care or treatment under:

- any individual, group, blanket, or franchise policy of accident, disability, or health insurance;
- any arrangement of benefits for members of a group, whether insured or uninsured;
- any prepaid service arrangement such as Blue Cross or Blue Shield, individual or group practice plans, or health maintenance organizations;
- any amount payable for Hospital, medical, or other health services for Injury arising out of a motor vehicle accident to the extent such benefits are payable under any medical expense payment provision (by whatever terminology used including such benefits mandated by law) of any motor vehicle insurance policy;
- any amount payable for services for injuries or diseases related to the Insured's job to the extent that the Insured actually receives benefits under a workers compensation law. If the Insured enters into a settlement to give up the Insured's rights to recover future medical expenses under a workers compensation law, this policy will not pay those medical expenses that would have been payable except for that settlement; or
- any benefits payable under any program provided or sponsored solely or primarily by any federal, state, or local governmental unit or agency or subdivision or through operation of law or regulation, except Medicaid and Tricare.

Outpatient Surgical Center means a surgical or medical center which has:

- permanent facilities for surgery;
- organized medical staff of Physicians and Nurses; and
- is authorized by law in the jurisdiction in which it is located to perform surgical services and is licensed (if no license is required, officially approved) under law.

*Physician* means a legally qualified physician, Nurse Practitioner or Physician's Assistant practicing within the scope of his or her license; and recognized as a physician in the state where services are rendered. Physician does not include:

- the Insured: or
- an Immediate Family Member; or
- a person living with the Insured; or
- a person employed or retained by the Sponsoring Organization.

*Physician's Assistant (PA)* means a medical professional, other than the Insured, who is trained and licensed to provide basic medical services under the direction of a Physician.

*Pre-Existing Condition* means any condition for which an Insured has received care, diagnosis or advice from a Physician or of which symptoms were manifested within 12 months before being covered by this policy.

Prescription Drugs means drugs which:

- under Federal law may only be dispensed by written prescription; and
- are approved for general use by the Food and Drug Administration.

Scope of Coverage means insurance coverage limited to a loss which:

- is within the scope of the risks specified in the INSURED RISKS section of this policy;
- is specified in the DESCRIPTION OF BENEFITS section of this policy;
- · occurs during the Loss Period for the loss incurred specified in the Schedule, if any; and
- occurs while this policy is in effect.

Severance means the complete and permanent separation and dismemberment of the part from the body.

Sponsored or Supervised Activity means a Sponsoring Organization authorized function:

- in which the Insured participates; and
- which is organized by or under its auspices and sanctioned by the appropriate governing authority; and
- which is within the scope of customary activities for such entity.

Sponsoring Organization means a legal entity that is affiliated with the Policyholder, or that elects coverage under this policy.

We, Our, Us means Mutual of Omaha Insurance Company.

X-ray means those procedures identified in Physician Current Procedural Terminology (CPT) as codes 70000-79999 inclusive.

Mutual of Omaha Insurance Company Home Office: 3300 Mutual of Omaha Plaza Omaha, Nebraska 68175

#### **SCHEDULE**

**POLICY NO.**: SR2014IN-P-051085-643

#### SPONSORING ORGANIZATION INFORMATION:

Northern Kentucky University 100 Nunn Drive Highland Heights, KY 41099

Effective Date: August 1, 2018 Expiration Date: August 1, 2019

#### **ELIGIBILITY:**

Class 1: All intercollegiate student athletes and Student Managers are eligible and will be covered while participating in

the Sports listed below.

Class 2: Student Cheerleaders are eligible and will be covered while participating in the Sports listed below.

Class 3: Prospective student athletes while on campus during an official visit for which the athlete was invited by the

Policyholder/Sponsoring Organization.

Class 4: Up to two chaperones of prospective athletes insured under Class 3, while the chaperones are on campus during

an official visit by the athlete, in any combination of the following:

1) legal guardian;

2) spouse;

- 3) parents;
- 4) siblings,
- 5) grandparents; and
- 6) aunts/uncles

whose names are reported to, and on file with, the Policyholder/Sponsoring Organization prior to a prospective

athlete's official visit.

Class 5: All intercollegiate student athletes are eligible and will be covered while participating in non-sports related

school activities on premises.

#### **SCOPE OF COVERAGE:**

| Class | Insured Risk                    | <b>Benefits</b>                                 |
|-------|---------------------------------|---|
| 1 & 2 | Activity Coverage (IRACTATH015) | AD&D (ADDPERC001)                               |
|       |                                 | Heart or Circulatory Malfunction (HRTCIRMAL001) |
|       |                                 | AME (AMEICS001)                                 |
|       |                                 |   |
| 3     | Activity Coverage (IRACTATH016) | AD&D (ADDPERC001)                               |
|       |                                 | Heart or Circulatory Malfunction (HRTCIRMAL001) |
|       |                                 | AME (AMEICS001)                                 |
|       | 4 1 1 G (TD 4 GT054)            | AD 0 D (ADDDED G004)                            |
| 4     | Activity Coverage (IRACT071)    | AD&D (ADDPERC001)                               |
|       |                                 | AME (AMEICS001)                                 |
| 5     | And it Comment (IDSCHOLO)       | AME (AMERICOOL)                                 |
| 5     | Activity Coverage (IRSCH018)    | AME (AMEICS001)                                 |

SR2014 SCH

**COVERED SPORTS:** 

**Men's Intercollegiate Sports:** Baseball, Basketball, Cheerleading, Cross Country Running, Golf, Soccer, Student Managers, Tennis,

Track/Field.

Women's Intercollegiate Sports: Basketball, Cheerleading, Cross Country Running, Golf, Soccer, Softball, Student Managers, Tennis,

Track/Field, Volleyball.

**BENEFITS:** 

Accidental Death & Specific Loss Air Only Aggregate Limit of Liability (TBAGGLIM001)

\$1,000,000.00

Accidental Death & Specific Loss (Classes 1-4 Only)

(ADDPERC001) \$10,000.00

**Principal Sum Amount** Loss Period

Loss within 365 Days of Injury

**Heart or Circulatory Malfunction (Classes 1, 2 & 3 Only)** 

(HRTCIRMAL001)

Maximum Benefit Amount - Loss of Life

\$10,000.00

Malfunction Loss Period Loss Period - Loss of Life Within 24 hours after Participation 90 Days from the accident date

Full Excess Medical Expense for Accident (includes Expanded Medical & Re-Injury)

(AMEICS001) & (TBFE001)

Classes 1, 2 & 3 Medical Expense Maximum

\$75,000.00 per Injury

Class 4 Medical Expense Maximum

\$10,000.00 per Injury

Class 5 Medical Expense Maximum Classes 1-4 Accident Medical Deductible - Reducing \$5,000.00 per Injury \$0.00 per Injury

Class 5 Accident Medical Deductible

\$0.00 per Injury

Initial treatment received within 90 days of accident date

Loss Period Benefit Period

**ANNUAL PREMIUM:** 

Benefits payable for 104 weeks from accident date

090618:bdt

\$105,927.00

## **MUTUAL OF OMAHA INSURANCE COMPANY**

Mutual of Omaha Plaza, Omaha, NE 68175



## **MEMORANDUM OF COVERAGE**

This Memorandum of Coverage is issued to National Collegiate Athletic Association (NCAA) ("the Policyholder") under Master Policy SR2014IN-P-051085-000.

This Memorandum of Coverage is a legal contract between the Sponsoring Organization and Us. It is issued in consideration of payment of premiums.

This Memorandum of Coverage is issued in and will be interpreted by the laws of the State of Indiana, without giving effect to the principles of conflicts of law of that State or any other state. Any part of this Memorandum of Coverage which is in conflict with the laws of the State of Indiana is changed to conform to the minimum requirements of that State's laws.

We agree to pay benefits subject to the terms, conditions, and limitations of this Memorandum of Coverage.

THIS IS A BLANKET LIMITED ACCIDENT MEMORANDUM OF COVERAGE.

READ IT CAREFULLY.

BENEFITS ARE NOT PAYABLE FOR LOSS DUE TO SICKNESS.

THIS MEMORANDUM OF COVERAGE IS NOT A MEDICARE SUPPLEMENT POLICY.

If you are eligible for Medicare, review the Guide to Health Insurance for People with Medicare available from Us.

M51085\_0617 POLICY FORM SR2014 IN

#### **INSURED RISKS**

Unless otherwise stated in the Schedule, We will pay benefits for a loss only once, even if coverage was provided under more than one insured risk.

#### **ACTIVITY COVERAGE (IRACTATH015) - CLASSES 1 & 2**

We will pay the benefits in this policy for an Insured while:

- participating in a Sponsored or Supervised Activity;
- participating in regularly scheduled athletic games or competition or practice sessions for the sports specified in the Schedule;
- participating in Off-season Physical Conditioning for the sport(s) specified in the Schedule;
- traveling as part of a group in transportation authorized or arranged by the Sponsoring Organization.

#### **ACTIVITY COVERAGE (IRACTATH016) - CLASS 3**

We will pay the benefits in this policy for an Insured while:

- participating in a Sponsored or Supervised Activity;
- participating in regularly scheduled athletic games or competition or practice sessions for the sports specified in the Schedule;
- traveling as part of a group in transportation authorized or arranged by the Sponsoring Organization.

#### **ACTIVITY COVERAGE (IRACT071) - CLASS 4**

We will pay the benefits in this policy for an Insured while:

- participating in a Sponsored or Supervised Activity;
- traveling as part of a group in transportation authorized or arranged by the Sponsoring Organization.

#### **ACTIVITY COVERAGE (IRSCH018) - CLASS 5**

We will pay the benefits in this policy for an Insured while:

attending School or participating in a Sponsored or Supervised Activity while on Sponsoring Organization premises.

#### **ELIGIBILITY FOR BENEFITS**

#### **ELIGIBILITY**

Persons who are eligible to be an Insured under this policy are described in the Schedule. This includes persons who may become eligible while this policy is in force.

#### WHEN INSURANCE BEGINS

Insurance for an Insured begins on the later of:

- the Policy Effective Date; or
- the day the Insured becomes eligible under the terms of this policy.

#### **CHANGE IN COVERAGE**

Any change in the Insured's coverage because of change of class as shown in the Schedule will become effective on the date of the change.

#### WHEN INSURANCE ENDS

Insurance for an Insured will end on the earliest of the date:

- the Insured is no longer eligible;
- any premium for the Insured is due and unpaid, subject to the Grace Period provision; or
- this policy is terminated.

Termination of insurance will not affect a claim incurred while coverage was in effect.

#### **DESCRIPTION OF BENEFITS**

#### ACCIDENTAL DEATH AND SPECIFIC LOSS BENEFIT (ADDPERC001)

If an Insured suffers a loss listed below from an Accident within the Loss Period stated in the Schedule, We will pay the benefit opposite the Loss. If the Insured sustains more than one loss as the result of one Accident, We will pay only the largest benefit to which the Insured is entitled.

The Principal Sum is shown in the Schedule.

## TABLE OF BENEFITS FOR ACCIDENTAL DEATH AND SPECIFIC LOSS

| Loss   | Benefit Amount        |
|--|-----------------------|
| Loss of Life                                 | 100% of Principal Sum |
| Loss of Both Hands                           | 100% of Principal Sum |
| Loss of Both Feet                            | 100% of Principal Sum |
| Loss of Entire Sight of Both Eyes            | 100% of Principal Sum |
| Loss of One Hand and One Foot                | 100% of Principal Sum |
| Loss of One Hand and Entire Sight of One Eye | 100% of Principal Sum |
| Loss of One Foot and Entire Sight of One Eye | 100% of Principal Sum |
| Loss of Speech and Hearing                   | 100% of Principal Sum |
| Loss of Entire Sight of One Eye              | 50% of Principal Sum  |
| Loss of Speech or Hearing                    | 50% of Principal Sum  |
| Loss of One Hand or One Foot                 | 50% of Principal Sum  |
| Loss of Thumb and Index Finger               | 25% of Principal Sum  |

#### **HEART OR CIRCULATORY MALFUNCTIONS BENEFIT (HRTCIRMAL001)**

We will pay Heart or Circulatory Malfunctions Benefits to an Insured if the Insured receives medical treatment for a Heart or Circulatory Malfunction.

Benefits are subject to the Malfunction Loss Period shown in the Schedule.

We will pay the applicable benefits shown in the Schedule.

#### Loss of Life Benefit

We will pay the Loss of Life benefit shown in the Schedule if the Heart or Circulatory Malfunction results in the Insured's death within the Loss Period of participation in a Sponsored or Supervised Activity which caused the malfunction.

For the Loss of Life benefit, the Heart or Circulatory Malfunction is limited to a myocardial infarction, coronary thrombosis, or cerebral vascular accident.

#### **MEDICAL EXPENSE FOR ACCIDENT BENEFIT (AMEICS001)**

We will pay the following Medical Expenses incurred as a result of an Accident. The Medical Expense Maximum and any applicable sub-limit amounts are shown in the Schedule.

- 1. Hospital room and board charges, up to the average semi-private daily room rate, for each day in the Hospital;
- 2. Intensive Care Unit charges are payable in lieu of payment for Hospital room and board charges for each day the Insured is confined in an intensive care unit;
- 3. Hospital miscellaneous charges during a hospital confinement. Miscellaneous charges do not include charges for telephone, radio or television, extra beds or cots, meals for guests, take-home items, or other convenience items;
- 4. outpatient charges by a Hospital for:
  - emergency room treatment. Treatment must be received within 72 hours of the Accident;
  - emergency room physician; or
  - use of surgical facilities;
- 5. surgical charges for the primary performance of a surgical procedure by a Physician subject to the following:

- if bilateral or multiple surgical procedures are performed by one Physician, We will pay the Medical Expenses for the primary procedure;
- for each procedure that is not the primary procedure performed through the same incision as the primary procedure, we will pay 50% of the amount otherwise payable if the additional procedure were the primary procedure;
- if multiple surgical procedures are performed during the same operating session, reimbursement shall be based upon, 100% of Allowable Expense for the primary procedure, 50% of Allowable Expense for the secondary procedure and 25% of Allowable Expense for the third and subsequent procedures;
- any procedure that would not be an integral part of the primary procedure or is unrelated to the diagnosis will be considered incidental and no benefits will be provided for such procedure;
- if multiple unrelated surgical procedures are performed by two or more Physicians on separate operative fields, benefits will be based on the Medical Expenses for each Physician's primary procedure; and
- if two or more Physicians perform a procedure that is normally performed by one Physician, We will only pay the Medical Expenses for the primary Physician;
- 6. charges for a second surgical opinion or consultation by a Physician;
- 7. surgical charges for assistant surgeon duties will be reimbursed at 25% of the allowable for surgery codes that have been assigned an assistant surgery indicator by the Centers for Medicare & Medicaid Services;
- 8. charges for anesthesia and its administration for surgery;
- 9. Physician's charges for other than pre- or post-operative care for in-Hospital visits or office visits;
- 10. charges for, including Physician's charges for reading or interpreting the results of, Laboratory Tests and diagnostic imaging including X-Ray, MRI, or CAT Scan;
- 11. charges for nursing services, other than routine Hospital care, by or under the supervision of a Nurse;
- 12. treatment of the spine by manual or mechanical means;
- 13. charges for Durable Medical Equipment;
- 14. charges for physiotherapy which includes:
  - adjustment;
  - diathermyl;
  - heat treatment;
  - manipulation;
  - microtherm;
  - ultrasonic:
- 15. Ambulance Service (Surface) and Ambulance Service (Air);
- 16. Orthopedic Appliances and prosthetics, not including replacements;
- 17. Prescription Drugs;
- 18. dental expense for sound natural teeth; and
- 19. other Medical Expenses as noted in the Schedule.

#### **EXCLUSIONS (EXICS001)**

We will not pay benefits for a loss due to or expenses incurred for:

- 1. intentionally self-inflicted injury, suicide while sane or insane;
- 2. voluntary self-administration of any drug or chemical substance not prescribed by or not taken according to the directions of the Insured's Physician;
- 3. treatment for alcoholism or drug addiction;
- 4. Injury caused by, attributable to, or resulting from the Insured's Intoxication;
- 5. Injury caused by, attributable to, or resulting from the Insured's use of a Controlled Substance unless administered on the advice of a Physician and taking the prescribed dosage;
- 6. operating a motor vehicle under the influence of a Controlled Substance unless administered on the advice of a Physician and taking the prescribed dosage;
- 7. operating a motor vehicle while having a blood alcohol level that equals or exceeds the legal limit for operating a motor vehicle in the state or jurisdiction where the Injury occurred;
- 8. commitment of or an attempt to commit a felony, or engagement in an illegal activity;
- 9. participation in a riot or insurrection;
- 10. any Injury that results from fighting, brawling, assault or battery;
- 11. an act of declared or undeclared war;
- 12. active duty service in any Armed Forces;
- 13. operating, learning to operate, or serving as a pilot or crew member of any aircraft;

- 14. mountaineering (engaging in the sport of scaling mountains generally requiring the use of picks, ropes, or other special equipment);
- 15. parachuting, except for self-preservation;
- 16. snow skiing, scuba diving, bob-sledding, bungee jumping, ballooning, flight in an ultralight aircraft, sky diving, hang-gliding, glider flying, sailplaning, or parasailing;
- 17. participation in professional or amateur racing;
- 18. sickness, disease, bodily or mental infirmity or medical or surgical treatment thereof, bacterial or viral infection, regardless of how contracted. This does not exclude bacterial infection that is the natural and foreseeable result of an Injury or accidental food poisoning;
- 19. dental treatment or dental X-rays, except as otherwise provided, and only when Injury occurs to sound natural teeth;
- 20. orthodontic braces or appliances;
- 21. any loss for which benefits are paid under state or federal worker's compensation, employers' liability, or occupational disease law;
- 22. treatment in any Veterans Administration or federal Hospital, unless there is a legal obligation to pay;
- 23. charges which the Insured would not have to pay if the Insured did not have insurance;
- 24. a charge which is in excess of the Allowable Expense;
- 25. cosmetic surgery, except reconstructive surgery due to a covered Injury;
- 26. participation in semi-professional and professional sports, play or practice, or any related travel;
- 27. participation in practice or play of any sports activity, including travel to and from, unless specified in this policy;
- 28. assistant surgeon services, unless specified in this policy;
- 29. elective treatment or surgery that is not prescribed by a Physician and is not Medically Necessary, health treatment, or examination where no Injury is involved;
- 30. mental and nervous disorders;
- 31. Pre-existing Conditions;
- 32. human immunodeficiency virus (HIV), acquired immune deficiency syndrome (AIDS) or AIDS related complex (ARC);
- 33. infectious disease;
- 34. services or treatment incurred to the extent that they are paid or payable under any Other Insurance Plan;
- 35. services or treatment incurred to the extent that they are paid or payable under any automobile insurance policy without regard to fault. This exclusion does not apply in any state where it is prohibited;
- 36. Injury sustained by reason of a motor vehicle accident to the extent that benefits are paid or payable by any Other Insurance Plan:
- 37. any Accident in which the Insured is operating a motor vehicle without a current and valid motor vehicle operator's license (except in a driver's education program);
- 38. eyeglasses, contact lenses, hearing aids, or related examinations or prescriptions;
- 39. treatment of temporomandibular joint (TMJ) disorders involving the installation of crowns, pontics, bridges or abutments or the installation, maintenance or removal of orthodontic or occlusal appliances or equilibration therapy;

#### **TERMS OF BENEFIT PAYMENTS**

We will pay the benefits specified in the DESCRIPTION OF BENEFITS section to all Insureds who suffer a loss within the Scope of Coverage due to Injury.

When an Other Insurance Plan denies benefits because the Insured failed to utilize, or chose not to use, an authorized medical vendor, We will pay the expense incurred that We would have paid in the absence of the Other Insurance Plan. The Insured must provide Us with such proof of denial.

#### **FULL EXCESS MEDICAL EXPENSE (TBFE001)**

We will pay the Medical Expenses an Insured incurs for covered services that exceed amounts payable by any Other Insurance Plan, subject to the Deductible, Benefit Percentage, and Benefit Period shown in the Schedule. We will determine the amount of benefits provided by any Other Insurance Plan without reference to any coordination of benefits, non-duplication of benefits or similar provisions. The amount of benefits provided by an Other Insurance Plan includes any amount to which the Insured is entitled whether or not a claim is made for the benefits. This Policy is secondary to all Other Insurance Plans.

The first Medical Expense must be incurred within the Loss Period stated in the Schedule.

The Maximum Benefit Amount payable and sub-limits under this policy are shown in the Schedule.

#### **AIR ONLY AGGREGATE LIMIT OF LIABILITY (TBAGGLIM001)**

The Air Only Aggregate Limit of Liability is shown in the Schedule. We will not be liable for any amount over this limit for any one air Accident. If the total amount of benefits to be paid to two or more Insureds is more than the Aggregate Limit of Liability, the benefit We will pay for each Insured's loss will be a proportionate share of the Aggregate Limit of Liability.

#### NON-DUPLICATION OF BENEFITS

This provision applies if an Insured:

- is covered by any Other Insurance Plan; and
- would, as a result, receive total medical expense or service benefits that would exceed the expenses actually incurred.

In this case, the Medical Expense for Accident Benefit payable under this policy will be reduced by the excess amount of benefits. The total amount of benefits payable will never exceed 100% of the Medical Expenses or service benefits.

#### **CLAIM PROVISIONS**

#### NOTICE OF CLAIM

We must receive written notice within 20 days after a loss occurs or begins, or as soon as reasonably possible. Notice can be given at Our home office or to Our authorized representative. Notice should include:

- the Sponsoring Organization's name;
- the policy number; and
- the Insured's name and address.

Failure to give notice within this time frame shall not invalidate nor reduce any claim.

#### **CLAIM FORMS**

When We receive the notice of the claim, We will send forms for filing proof of loss within 15 days. If We do not send the necessary forms within 15 days, written information may be given that includes the nature, date, cause, and extent of the loss for which claim is made.

#### **PROOF OF LOSS**

We must be given written proof of loss at Our home office or to Our authorized representative within 90 days after the date of the loss. If the written proof is not given within 90 days, the claim will not be invalidated or reduced if:

- it was not reasonably possible to give proof within 90 days; and
- proof is given as soon as reasonably possible, but not later than one year from the date it is otherwise required, except in the absence of legal capacity.

If the claim is for a continuing loss for which this policy provides periodic payments, written proof that the loss continues must be given to Us or to Our authorized representative at the intervals We require.

#### **Physical Examination and Autopsy**

We have the right to have an Insured examined at Our cost and as often as reasonably necessary while the claim is pending. We may require an autopsy at Our expense unless prohibited by law.

#### **PAYMENT OF CLAIMS**

Benefits will be paid after We receive acceptable proof of loss and confirm benefits are payable, but not later than 30 days after receipt of such proof or confirmation.

We will pay benefits other than for loss of life to the Insured, unless otherwise stated in this policy.

We will pay benefits for loss of life and any benefits payable to the Insured but unpaid at the Insured's death to the Insured's named beneficiary for this policy. This choice must be in writing and filed with Us, or filed with the Sponsoring Organization if We have agreed in advance.

The Insured has the right to change the beneficiary. Unless this right has been given up, the Insured does not need the consent of the beneficiary to make a change.

If the Insured has not named a beneficiary or no beneficiary survives the Insured, We will pay benefits at the Insured's death as follows:

- to the Insured's surviving spouse; if none, then
- in equal shares to the Insured's surviving children; if none, then
- in equal shares to the Insured's surviving parents; if none, then
- in equal shares to the Insured's surviving brothers and sisters; if none, then
- to the Insured's estate.

If benefits are payable to a person who is not legally competent to claim or release benefits, a minor, or an estate, We may pay up to \$1,000 to any relative by blood or marriage whom We find entitled to the payment. This good faith payment satisfies Our legal duty to the extent of the payment.

#### **Assignment of Benefits**

The Insured may direct that We pay benefits to a Hospital, Physician or other provider who furnished care, diagnosis, advice or supplies. We are not liable for any actions We take before We receive notice of the assignment. We are not responsible for the validity of any assignment of benefits.

#### OPPORTUNITY TO REQUEST AN APPEAL

The claimant may request an appeal, in writing, within 60 days after receiving notice of Our initial claim review decision.

The request for an appeal should include:

- the Sponsoring Organization's name and the Policy number or group number;
- the Insured's name and mailing address;
- the name and mailing address of the claimant filing the appeal, if different from the Insured;
- the nature of the appeal; and
- any additional information that may have been omitted from Our review or that We should consider.

By requesting an appeal, the claimant has authorized Us, or anyone We designate, to review any and all records (including, but not limited to, medical records) which We determine may be relevant to the appeal. We will review all information submitted and make Our final determination. No additional appeals are available.

Applicable state laws may contain requirements for claims review and appeal procedures. To the extent that this provision is inconsistent with any state law requirement, the requirement that is most favorable to the claimant will apply.

#### **AUTHORITY TO INTERPRET POLICY**

By purchasing this policy, the Sponsoring Organization grants Us the discretion and the authority to construe and interpret this policy. This means that We have the authority to decide all questions of eligibility and all questions regarding the amount and payment of any policy benefits within the terms of this policy as We interpret it. We will pay benefits under this policy only if We decide, in Our discretion, that a person is entitled to them. In making any decision, We may rely on the accuracy and completeness of any information furnished by the Sponsoring Organization, an Insured, or any other third party. Our interpretation of this policy as to the amount of benefits and eligibility will be binding and conclusive on all persons.

The Sponsoring Organization further grants Us the authority to delegate to third parties, including, without limitation, any third party administrator with whom We have contracted to provide claims administration and other administrative services, the discretionary authority granted in this policy. The Sponsoring Organization expressly grants such third party the full discretionary authority granted to Us under this policy.

#### PREMIUM PROVISIONS

#### REPORTING REQUIREMENTS

The Sponsoring Organization or its authorized agent must report to Us any additional information required, as We and the Sponsoring Organization agree. We must receive this report before the premium due date.

#### **GRACE PERIOD**

There is a 31-day grace period for payment of each premium due after the first premium. This means that, except for the initial premium, if premium is not paid on or before the date it is due, the premium must be paid in the 31-day period that follows. We will consider premium to be paid on the date We receive it.

Insurance will stay in force during the grace period unless the Sponsoring Organization has notified Us of its intention to terminate this policy.

If We have not been notified otherwise and the premium has not been paid, this policy will end on the date premium was due.

#### **CHANGES IN RATES**

We have the right to change the premium rates:

- at any time there is a change in the coverage provided or classes eligible;
- at any time there is a change in the risks We have assumed; or
- after the first 12 months insurance is in effect.

New rates based on coverage or eligibility changes will take effect on the effective date of those changes. Otherwise, we will give 31 days written notice when we change the rates. Notice will be sent to the Sponsoring Organization's most recent address in Our records.

#### REINSTATEMENT AFTER TERMINATION

If this policy terminates for any reason, the Sponsoring Organization may request to reinstate it. We will reinstate only if:

- an authorized representative in Our home office agrees in writing to reinstate this policy;
- the Sponsoring Organization agrees in writing to accept any written conditions of reinstatement that We impose;
- all past due premiums are paid, including any premium for the time insurance was in effect during the grace period; and
- the premium due from the date of reinstatement until the next premium due date is paid.

#### **GENERAL PROVISIONS**

#### INSURANCE CONTRACT

The insurance contract consists of:

- this policy;
- the attached Schedule:
- any riders or endorsements; and
- the application, if applicable.

Statements in an application are considered representations and not warranties. We will not use any statements in the Sponsoring Organization's application to deny a claim or to contest the validity of this insurance unless We provide the Sponsoring Organization, the Insured, the Insured's beneficiary or an authorized representative with a copy of that application.

The insurance contract may be changed (including reducing or terminating benefits or increasing premium costs) any time We and the Sponsoring Organization both agree to a change, unless required by law. No one else has the authority to change the insurance contract. A change in the insurance contract must be:

- in writing;
- made a part of this policy; and
- signed by Our authorized representative in Our home office.

#### **WORKERS COMPENSATION INSURANCE**

This policy does not satisfy any requirement for coverage under any workers compensation law.

#### SPONSORING ORGANIZATION RECORDS

The Sponsoring Organization or its authorized administrator will maintain records of the essential features of each Insured's insurance under this policy.

We have the right to examine the Sponsoring Organization's records relating to coverage under this policy. Examination may occur at any reasonable time up to the later of:

- two years after this policy ends; or
- the date of final adjustment and settlement of all claims under this policy.

#### REIMBURSEMENT/SUBROGATION

#### **Applicability**

If there is a conflict between the provisions of the Reimbursement/Subrogation section of the policy and the provisions of any Other Insurance Plan, the provisions that provide the greatest rights to Us and this policy govern.

#### **Obligations of Insured**

Relating to benefits covered by this policy, an Insured must:

- immediately notify Us of any potential causes of action or claims for a recovery that the Insured may have against a third party;
- notify Us of any agreement with a third party;
- provide Us with a copy of any summons, complaint, or other process served in any lawsuit in which the Insured seeks a recovery;
- provide Us with a copy of any agreement with a third party;
- immediately notify Us of any settlement offer regarding a potential recovery or any payment made pursuant to an agreement;
- obtain written consent from Us before entering into any agreement with a third party involving a potential recovery;
- cooperate and assist Us in enforcing Our subrogation and reimbursement rights;
- provide any information as may be requested by Us related to Our subrogation and reimbursement rights;
- assist Us in any action against any third party; and
- upon Our request, execute a subrogation agreement, assignment of recoveries, and/or reimbursement agreement in Our favor.

If a third party pays the Insured directly based on an agreement, the Insured must reimburse Us the amount of any payments We previously made to the Insured (or for which We may have future responsibility) with respect to Injury covered by this policy. The Insured must hold any recovery or payment (including amounts paid for future medical expenses) and any right of recovery against the third party in trust for Us.

An Insured may not take any action to prejudice Our rights under the policy.

#### **Our Rights**

We may:

- take action against any party (including, but not limited to, an attorney or trust) in possession of property or funds awarded or paid as a result of the Insured's Injury if such property or funds should be or should have been paid to Us under this Reimbursement/Subrogation section;
- seek a temporary restraining order against any party to prevent disbursement of any property or funds to which We have a right;
- seek restitution in equity (through the imposition of a constructive trust for Our benefit) from any party for the full amount of benefits paid by Us or for which We may have future responsibility;
- invoke equitable remedies as may be necessary to enforce the terms of the policy, including, but not limited to, specific performance, restitution and the imposition of an equitable lien and/or constructive trust, as well as injunctive relief;
- refuse to pay benefits to an Insured if the Insured fails to comply with this Reimbursement/Subrogation section, fails to cooperate with Us in regard to Our subrogation and reimbursement rights, or refuses to execute and deliver any papers that We may require in furtherance of Our subrogation and reimbursement rights;
- if the Insured fails to reimburse Us as provided in this Subrogation/Reimbursement section, offset any future benefits otherwise payable to or on behalf of the Insured, until the amount required to be reimbursed under the policy is fully offset;
- if the Insured receives a third party payment relating to expenses or benefits paid or payable by the policy, suspend all further benefit payments related to the Insured until the reimbursable portion is returned to Us or offset against amounts that would otherwise be paid to or on behalf of the Insured; and
- if an Insured fails or refuses to comply with this Reimbursement/Subrogation section, terminate the Insured's coverage.

We legally succeed the Insured's right of recovery against a third party up to the amount of benefits We have paid (or for which We may have future responsibility) with respect to the Insured's Injury. We have first priority on any money recovered from the third party, including, but not limited to, any amounts paid for medical costs over the uninsured or underinsured motorist's coverage, medical malpractice or any liability plan. Our contractual right to reimbursement is in addition to and separate from equitable subrogation. Our contractual right of reimbursement may be enforced under the same terms as discussed in this Reimbursement/Subrogation section.

If the Insured is a minor, We have no obligation to pay benefits related to Injury or Sickness caused by a third party until after the Insured's legal representative obtains valid court recognition and approval of Our 100%, first-dollar subrogation and reimbursement rights on all recoveries, as well as approval for the execution of any papers necessary for the enforcement of these rights. If We file suit to enforce Our right to recover from the Insured, We reserve the right to be reimbursed for Our court costs and attorneys' fees in relation to the suit.

#### **Priority; Other Legal Doctrines**

If a third party makes any payment to the Insured, the Insured's attorney, or a trust for the Insured's benefit, the payment must first be used to provide equitable restitution to Us, to the full extent of expenses or benefits paid by or payable under the policy. Our priority applies despite other legal doctrines or theories. Our rights of subrogation and reimbursement under this Reimbursement/Subrogation section are not affected, reduced, or eliminated by the make-whole doctrine, the common fund doctrine, the doctrine of comparative fault theory, or any other legal doctrine or theory. We expressly reject the common fund doctrine with regard to attorneys' fees. Our rights are not affected, reduced, or eliminated by any allocation that purports to allocate recovery amounts in whole or in part to nonmedical damages.

#### **POLICY TERMINATION**

We may terminate this policy at any time. We will give at least 31 days notice before termination.

The Sponsoring Organization may terminate this policy at any time. If the Sponsoring Organization fails to pay premiums when due or within the grace period, We will consider notice to have been given to terminate this policy on the date premium was due.

Policy termination will not affect a claim for a loss due to an Accident that occurred while this policy was in effect.

#### **CONFORMITY WITH STATE STATUTES**

Any provision of this policy in conflict with the laws of the state where it is issued on the Policy Effective Date is amended to conform to the minimum requirements of such laws.

#### **LEGAL ACTIONS**

No legal action to recover under this policy can be brought for at least 60 days after We have been given written proof of loss. No legal action can be brought after three years from the time written proof of loss is required to be given to Us.

#### **DEFINITIONS**

The following capitalized terms have the meaning assigned to them in this section. The assigned definitions apply to both the singular and plural forms of the defined term.

Accident means an unexpected and unintended event, independent of Sickness and all other causes, which:

- · causes Injury to an Insured; and
- occurs within the Scope of Coverage.

Ambulance Service (Air) means the service provided:

- by means of a fixed or roto-winged aircraft equipped with life support and medical apparatus; and
- for the primary purpose of transporting an Insured to or from the Hospital where treatment is given.

Ambulance Service (Surface) means the service provided:

- by a commercial or municipal ground ambulance service; and
- for transporting an Insured to or from the Hospital where treatment is given.

Allowable Expense means a Medical Expense otherwise payable under the policy that is not in excess of the 80<sup>th</sup> percentile identified on Context4HealthCare (the "Database"). When there is, in Our determination, minimal data available from the Database for a Medical Expense, We will determine the amount to pay by calculating the unit cost for the applicable service category using the Database and multiplying that by the relative value of the Medical Expense based upon a commercially available relative value scale selected by Us. In the event of an unusually complex medical procedure, a Medical Expense for a new procedure or a Medical Expense that otherwise does not have a relative value that is in Our determination applicable, We will assign a relative value. The Medical Expenses We pay may not reflect the actual charges of a provider and does not take into account the provider's training, experience or category of licensure. A provider may charge the Insured the difference between what the provider charges and the amount We pay under the policy. The Database will be updated by us as information becomes available from the supplier, up to twice each year. We may modify the Database in Our discretion to reflect Our experience. We have the right, in Our discretion, to substitute or replace the Database with another database or databases of comparable purpose, with or without notice.

Ambulatory Surgical Center means a surgical or medical center which:

- has permanent facilities for surgery;
- has an organized medical staff of Physicians and graduate registered nurses (R.N.);
- is authorized by law in the jurisdiction in which it is located to perform surgical services; and
- is licensed (if no license is required, officially approved) under the law.

Benefit Period means the period of time, as stated in the Schedule, from the date of the Injury within which benefits will be paid.

Controlled Substance means any drug or substance, other than alcohol, having the capacity to affect behavior and that is regulated by law with regard to possession and use.

*Deductible (Reducing)* means the amount of eligible Medical Expenses incurred by an Insured for each loss before benefits are payable under this policy. Medical Expenses payable under any Other Insurance Plan will be used to satisfy or reduce this Deductible. It applies separately to each Insured and each Injury.

*Durable Medical Equipment* means equipment that is Medically Necessary, appropriate for the medical care of the Insured, and ordered by a Physician for the specific use of the Insured. It is equipment that can withstand repeated use, is primarily and customarily used to serve a medical purpose and generally is not useful to an individual in the absence of an Injury.

Heart or Circulatory Malfunction means an acute onset of a cardiovascular or circulatory accident, stroke or other similar traumatic event affecting the heart or circulatory system:

- which is first diagnosed and treated while the Insured's coverage under this policy is in force;
- which occurs as a result of Injury to the Insured while participating in a Sponsored or Supervised Activity; and
- which does not result from a Pre-Existing Condition.

Hospital means an institution which:

- is operated pursuant to law;
- is primarily and continuously engaged in providing medical care and treatment to sick and injured persons on an inpatient basis;
- is under the supervision of a staff of Physicians;
- provides 24-hour nursing service by or under the supervision of a graduate registered nurse (R.N.); and
- has medical, diagnostic and treatment facilities, with major surgical facilities on its premises or available to it on a prearranged basis.

#### Hospital does not include:

- a clinic or facility for:
  - convalescent, custodial, educational or nursing care;
  - the aged, drug addicts or alcoholics;
  - rehabilitation; or
- a military or veterans hospital or a hospital contracted for or operated by a national government or its agency unless:
  - the services are rendered on an emergency basis; and
  - the individual has a legal liability to pay for the services given in the absence of insurance.

*Immediate Family Member* means a spouse or a child, parent, grandparent, brother or sister of the Insured, or step-relatives in these same categories, or a person who reared the Insured, or a person whom the Insured reared.

*Injury* means bodily harm which:

- requires treatment by a Physician;
- results in loss due to an Accident, independent of Sickness and all other causes; and
- occurs within the Scope of Coverage.

For this purpose, bodily harm includes:

- wear and tear (loss and damage caused by overuse) of an Insured's body part; and
- re-injury or aggravation of an injury sustained prior to the effective date of the Insured's coverage under this policy if:
  - the Insured was given medical clearance to participate in the appropriate athletic activity of the Sponsoring Organization by the Physician responsible to the Sponsoring Organization for such determination; and
  - such re-injury or aggravation occurs within the Scope of Coverage.

Bodily harm does not include a Pre-Existing Condition except in the case of re-injury or aggravation of an injury as provided in this definition.

*Insured* means a person:

- who is eligible for insurance under the terms of the policy; and
- for whom proper premium has been paid.

Intensive Care Unit means a section, ward, or wing within a Hospital which is separated from other Hospital facilities and:

- is operated exclusively for the purpose of providing professional treatment for critically ill or Injured patients;
- has special supplies and equipment necessary for such treatment which is available on a standby basis for immediate use;
- provides room and board, and constant observation by registered graduate nurses or other specialty trained Hospital personnel; and
- is not maintained for the purpose of providing normal post-operative recovery treatment or service.

*Intoxicated, intoxication* means the Insured's condition as determined and defined by the laws in the jurisdiction in which the loss or cause of loss was incurred; (for the purposes of this exception, the laws governing the operation of motor vehicles while intoxicated will apply to any activity occurring at the time of the accident.).

Laboratory Tests means laboratory procedures identified in Physician Current Procedural Terminology (CPT) as codes 80000-89999 inclusive.

Loss of a Foot means Severance above the ankle.

Loss of a Hand means Severance at or above the wrist.

Loss of Hearing means total and permanent loss of hearing in which cannot be corrected by any means.

Loss of Sight means the total, permanent loss of sight of the eye or eyes. The loss of sight must be irrecoverable by natural, surgical or artificial means.

Loss of Speech means total, permanent and irrecoverable loss of audible communication.

Loss of a Thumb and Index Finger of the same hand means Severance through or above the metacarpophalangeal joints of the same hand (the joints between the fingers and the hand) from the same Accident.

Loss Period means the period of time stated in the Schedule from the date of an Accident within which the Insured must seek initial treatment for an Injury or death or Specific Loss must occur.

*Maximum Benefit Amount* means the total benefits payable under an applicable benefit provision. The Maximum Benefit Amount is shown in the Schedule.

*Medical Expenses* means expenses incurred for Medically Necessary services and supplies. Medical Expenses are incurred on the date the service or supply is rendered or provided.

*Medically Necessary, Medical Necessity* means care that is ordered, prescribed, or rendered by a Physician or Hospital, and is determined by Us, or a qualified party or entity selected by Us, to be:

- consistent with the diagnosis and treatment of the loss;
- appropriate with the standards of good medical practice;
- not solely for the convenience of the Insured;
- the most appropriate supply or level of service which can be safely provided; and
- not considered experimental or investigative.

*Nurse* means a professional, licensed, graduate registered nurse (RN), a professional, licensed practical nurse (LPN) or a certified registered nurse anesthetist (CRNA).

Nurse Practitioner means a licensed registered nurse who has received special training for diagnosing and treating routine or minor ailments.

Off-season Physical Conditioning means a physical conditioning activity that is

- not the play or practice of the insured sport;
- officially sanctioned by the Sponsoring Organization; and
- scheduled and supervised by a regularly employed coach or trainer.

Orthopedic Appliances means braces and appliances that:

- are prescribed by a Physician;
- are primarily and customarily used to serve a medical purpose;
- can withstand repeated use; and
- are Medically Necessary.

Other Insurance Plan means any contract, policy or other arrangement for benefits or services for medical or dental care or treatment under:

- any individual, group, blanket, or franchise policy of accident, disability, or health insurance;
- any arrangement of benefits for members of a group, whether insured or uninsured;
- any prepaid service arrangement such as Blue Cross or Blue Shield, individual or group practice plans, or health maintenance organizations;
- any amount payable for Hospital, medical, or other health services for Injury arising out of a motor vehicle accident to the extent such benefits are payable under any medical expense payment provision (by whatever terminology used including such benefits mandated by law) of any motor vehicle insurance policy;
- any amount payable for services for injuries or diseases related to the Insured's job to the extent that the Insured actually receives benefits under a workers compensation law. If the Insured enters into a settlement to give up the Insured's rights to recover future medical expenses under a workers compensation law, this policy will not pay those medical expenses that would have been payable except for that settlement; or
- any benefits payable under any program provided or sponsored solely or primarily by any federal, state, or local governmental unit or agency or subdivision or through operation of law or regulation, except Medicaid and Tricare.

Outpatient Surgical Center means a surgical or medical center which has:

- permanent facilities for surgery;
- organized medical staff of Physicians and Nurses; and
- is authorized by law in the jurisdiction in which it is located to perform surgical services and is licensed (if no license is required, officially approved) under law.

*Physician* means a legally qualified physician, Nurse Practitioner or Physician's Assistant practicing within the scope of his or her license; and recognized as a physician in the state where services are rendered. Physician does not include:

- the Insured: or
- an Immediate Family Member; or
- a person living with the Insured; or
- a person employed or retained by the Sponsoring Organization.

*Physician's Assistant (PA)* means a medical professional, other than the Insured, who is trained and licensed to provide basic medical services under the direction of a Physician.

*Pre-Existing Condition* means any condition for which an Insured has received care, diagnosis or advice from a Physician or of which symptoms were manifested within 12 months before being covered by this policy.

Prescription Drugs means drugs which:

- under Federal law may only be dispensed by written prescription; and
- are approved for general use by the Food and Drug Administration.

Scope of Coverage means insurance coverage limited to a loss which:

- is within the scope of the risks specified in the INSURED RISKS section of this policy;
- is specified in the DESCRIPTION OF BENEFITS section of this policy;
- · occurs during the Loss Period for the loss incurred specified in the Schedule, if any; and
- occurs while this policy is in effect.

Severance means the complete and permanent separation and dismemberment of the part from the body.

Sponsored or Supervised Activity means a Sponsoring Organization authorized function:

- in which the Insured participates; and
- which is organized by or under its auspices and sanctioned by the appropriate governing authority; and
- which is within the scope of customary activities for such entity.

Sponsoring Organization means a legal entity that is affiliated with the Policyholder, or that elects coverage under this policy.

We, Our, Us means Mutual of Omaha Insurance Company.

X-ray means those procedures identified in Physician Current Procedural Terminology (CPT) as codes 70000-79999 inclusive.

Mutual of Omaha Insurance Company Home Office: 3300 Mutual of Omaha Plaza Omaha, Nebraska 68175

## Mutual Of Omaha Insurance Company Fully Insured Plans Paid Claims Experience Report (By School)

\*\*\* MUTUAL CONFIDENTIAL \*\*\*



|                     |                  |  |            |                                 |                               |                |                     | Paid Through: 4/30/201 |                  |  |
|---------------------|------------------|--|------------|---------------------------------|-------------------------------|----------------|---------------------|------------------------|------------------|--|
|                     | Incurred<br>Date | Type of Injury   | Billed     | Other<br>Insurance<br>Discounts | Other<br>Insurance<br>Payment | Not<br>Covered | Repriced<br>Savings | Total<br>Deductible    | ***Total<br>Paid |  |
| Policyholder: NORT  | HERN KENT        | UCKY UNIV Policy: 051085-643   |            |                                 |                               |                |                     |                        |                  |  |
| Policy Year: 2018   |                  | •  |            |                                 |                               |                |                     |                        |                  |  |
| Activity: BASEBALL  |                  |  |            |                                 |                               |                |                     |                        |                  |  |
| -                   | 12/14/2018       | Other Intervertebral Disc Displacement, Lumbar Region                                      | 1,414.65   | 947.59                          | 0.00                          | 0.00           | 0.00                | 0.00                   | 467.06           |  |
|                     | 01/24/2019       | Sprain Of Other Ligament Of Left Ankle, Subsequent Encounter                               | 898.00     | 422.67                          | 0.00                          | 0.00           | 0.00                | 0.00                   | 475.33           |  |
|                     | 02/12/2019       | Ulnar Collateral Ligament Sprain Of Right Elbow, Subsequent                                | 116.00     | 20.66                           | 45.34                         | 0.00           | 0.00                | 0.00                   | 50.00            |  |
|                     |                  | Encounter TOTAL: BASEBALL  | \$2,428.65 | \$1,390.92                      | \$45.34                       | \$0.00         | \$0.00              | \$0.00                 | \$992.39         |  |
| Activity: BASKETBAI | .L               |  |            |                                 |                               |                |                     |                        |                  |  |
| -                   | 12/20/2018       | Unspecified Injury Of Face, Initial Encounter  | 2,975.00   | 363.00                          | 1,806.60                      | 0.00           | 0.00                | 0.00                   | 805.40           |  |
|                     | 02/23/2019       | Sprain Of Ligaments Of Lumbar Spine, Initial Encounter                                     | 3,459.79   | 2,106.23                        | 679.27                        | 0.00           | 0.00                | 0.00                   | 674.29           |  |
|                     | 11/02/2018       | Contusion Of Right Knee, Subsequent Encounter  | 543.00     | 176.53                          | 109.21                        | 0.00           | 0.00                | 0.00                   | 257.26           |  |
|                     |                  | TOTAL: BASKETBALL  | \$6,977.79 | \$2,645.76                      | \$2,595.08                    | \$0.00         | \$0.00              | \$0.00                 | \$1,736.95       |  |
| ctivity: CHEERLEAD  | DING             |  |            |                                 |                               |                |                     |                        |                  |  |
| •                   | 09/16/2018       | Concussion With Loss Of Consciousness Of Unspecified                                       | 198.00     | 44.14                           | 108.86                        | 0.00           | 0.00                | 0.00                   | 45.00            |  |
|                     | 12/17/2018       | Duration, Initial Encounter Concussion With Loss Of Consciousness Of Unspecified           | 430.00     | 91.49                           | 65.43                         | 0.00           | 0.00                | 0.00                   | 273.08           |  |
|                     | 12/20/2018       | Duration, Subsequent Encounter Concussion Without Loss Of Consciousness, Initial Encounter | 198.00     | 105.81                          | 0.00                          | 0.00           | 0.00                | 0.00                   | 92.19            |  |
|                     |                  | TOTAL: CHEERLEADING  | \$826.00   | \$241.44                        | \$174.29                      | \$0.00         | \$0.00              | \$0.00                 | \$410.27         |  |
| activity: CROSS COL | INTRY            |  |            |                                 |                               |                |                     |                        |                  |  |
| touvity. Ontooo ooc | 09/13/2018       | Anterior Tibial Syndrome, Right Leg  | 648.00     | 327.17                          | 271.00                        | 0.00           | 0.00                | 0.00                   | 49.83            |  |
|                     |                  | TOTAL: CROSS COUNTRY   | \$648.00   | \$327.17                        | \$271.00                      | \$0.00         | \$0.00              | \$0.00                 | \$49.83          |  |
| activity: SOCCER    |                  |  |            |                                 |                               |                |                     |                        |                  |  |
| CUVILY. SOCOER      | 08/31/2018       | Encounter For Other Orthopedic Aftercare   | 4,006.59   | 2,231.26                        | 374.98                        | 7.38           | 0.00                | 0.00                   | 1,392.97         |  |
|                     | 08/31/2018       | Contusion Of Right Wrist, Initial Encounter  | 72.00      | 20.63                           | 51.37                         | 0.00           | 0.00                | 0.00                   | 0.00             |  |

<sup>\*\*\* -</sup> When applicable, Total Paid includes New York Surcharges and Repricing Fees

<sup>-</sup> Class 5 Claims are not included in other claims totals (2017 and later)

## Mutual Of Omaha Insurance Company Fully Insured Plans Paid Claims Experience Report (By School)

\*\*\* MUTUAL CONFIDENTIAL \*\*\*



Paid Through: 4/30/2019

|                     |                  |  |                              |                              |                               |                         |                         | Fai                   | u 11110ugii. 4/30/20        |
|---------------------|------------------|--|------------------------------|------------------------------|-------------------------------|-------------------------|-------------------------|-----------------------|-----------------------------|
|                     | Incurred<br>Date | Type of Injury   | Billed                       | Other Insurance Discounts    | Other<br>Insurance<br>Payment | Not<br>Covered          | Repriced<br>Savings     | Total<br>Deductible   | ***Total<br>Paid            |
|                     | 09/22/2018       | Concussion With Loss Of Consciousness Of Unspecified   | 292.00                       | 51.38                        | 200.62                        | 0.00                    | 0.00                    | 0.00                  | 40.00                       |
|                     | 08/09/2018       | Duration, Initial Encounter<br>Other Specified Joint Disorders, Left Ankle And Foot  | 20,466.18                    | 9,498.28                     | 6,014.75                      | 805.80                  | 0.00                    | 0.00                  | 4,147.35                    |
|                     | 08/01/2018       | Low Back Pain  | 4,536.51                     | 259.41                       | 3,877.10                      | 0.00                    | 254.70                  | 0.00                  | 145.30                      |
|                     | 08/10/2018       | Nondisplaced Fracture Of Middle Third Of Navicular [Scaphoid] Bone Of Right Wrist, Initial Encounter For Closed Fracture TOTAL: SOCCER | 675.00<br><b>\$30,048.28</b> | 296.48<br><b>\$12,357.44</b> | 0.00<br><b>\$10,518.82</b>    | 0.00<br><b>\$813.18</b> | 0.00<br><b>\$254.70</b> | 0.00<br><b>\$0.00</b> | 378.52<br><b>\$6,104.14</b> |
| ctivity: SOFTBALL   |                  |  | ¥00,010. <u>_</u> 0          | ψ·=,••····                   | ¥10,010.0                     | Ψοιοιίο                 | <b>4_0 0</b>            | <b>V</b> 0.00         | 40,101111                   |
| ouvity. GOI I BALL  | 12/04/2018       | Pain In Right Leg  | 558.00                       | 248.79                       | 279.21                        | 0.00                    | 0.00                    | 0.00                  | 30.00                       |
|                     | 01/22/2019       | Strain Of Muscle, Fascia And Tendon Of Lower Back,<br>Subsequent Encounter   | 1,395.89                     | 809.98                       | 212.32                        | 0.00                    | 0.00                    | 0.00                  | 373.59                      |
|                     | 10/22/2018       | Contusion Of Left Hand, Subsequent Encounter   | 978.00                       | 418.39                       | 447.69                        | 0.00                    | 0.00                    | 0.00                  | 111.92                      |
|                     | 09/24/2018       | Unspecified Rotator Cuff Tear Or Rupture Of Right Shoulder,<br>Not Specified As Traumatic  | 585.00                       | 233.16                       | 291.84                        | 0.00                    | 0.00                    | 0.00                  | 60.00                       |
|                     |                  | TOTAL: SOFTBALL  | \$3,516.89                   | \$1,710.32                   | \$1,231.06                    | \$0.00                  | \$0.00                  | \$0.00                | \$575.51                    |
| ctivity: TENNIS     |                  |  |                              |                              |                               |                         |                         |                       |                             |
|                     | 10/22/2018       | Superior Glenoid Labrum Lesion Of Left Shoulder, Initial   | 26,912.15                    | 10,370.07                    | 13,244.36                     | 0.00                    | 0.00                    | 0.00                  | 3,297.72                    |
|                     |                  | Encounter TOTAL: TENNIS  | \$26,912.15                  | \$10,370.07                  | \$13,244.36                   | \$0.00                  | \$0.00                  | \$0.00                | \$3,297.72                  |
| ctivity: TRACK (ANY | RUNNING          | COMPETITION)   |                              |                              |                               |                         |                         |                       |                             |
|                     | 08/28/2018       | Encounter For Other Orthopedic Aftercare   | 24,799.00                    | 4,872.60                     | 14,165.12                     | 0.00                    | 1,493.51                | 0.00                  | 4,267.77                    |
|                     |                  | TOTAL: TRACK (ANY RUNNING COMPETITION)   | \$24,799.00                  | \$4,872.60                   | \$14,165.12                   | \$0.00                  | \$1,493.51              | \$0.00                | \$4,267.77                  |
| ctivity: UNKNOWN    |                  |  |                              |                              |                               |                         |                         |                       |                             |
|                     | 09/06/2018       | Unknown  | 116.00                       | 0.00                         | 0.00                          | 116.00                  | 0.00                    | 0.00                  | 0.00                        |
|                     |                  | TOTAL: UNKNOWN   | \$116.00                     | \$0.00                       | \$0.00                        | \$116.00                | \$0.00                  | \$0.00                | \$0.00                      |
| ctivity: VOLLEYBAL  | L                |  |                              |                              |                               |                         |                         |                       |                             |
|                     | 08/31/2018       | Concussion With Loss Of Consciousness Of Unspecified<br>Duration, Initial Encounter  | 198.00                       | 44.14                        | 123.86                        | 0.00                    | 0.00                    | 0.00                  | 30.00                       |
|                     | 10/13/2018       | Other Synovitis And Tenosynovitis, Right Hand  | 778.00                       | 518.23                       | 0.00                          | 0.00                    | 0.00                    | 0.00                  | 259.77                      |
|                     | 09/14/2018       | Sprain Of Left Acromioclavicular Joint, Initial Encounter  | 1,575.00                     | 670.55                       | 110.82                        | 0.00                    | 0.00                    | 0.00                  | 793.63                      |
|                     |                  |  |                              |                              |                               |                         |                         |                       |                             |

<sup>\*\*\* -</sup> When applicable, Total Paid includes New York Surcharges and Repricing Fees

<sup>-</sup> Class 5 Claims are not included in other claims totals (2017 and later)

### Mutual Of Omaha Insurance Company Fully Insured Plans Paid Claims Experience Report (By School)

\*\*\* MUTUAL CONFIDENTIAL \*\*\*



438.87

**Paid Through: 4/30/2019** Other Other \*\*\*Total Incurred **Insurance** Insurance Not Repriced Total Type of Injury **Deductible Date Billed Discounts** Covered Savings Paid **Payment** 09/27/2018 Spondylolysis, Lumbar Region 1,038.90 218.06 603.75 0.00 217.09 0.00 0.00 08/20/2018 Ingrowing Nail 721.00 418.69 0.00 0.00 0.00 0.00 302.31 TOTAL: VOLLEYBALL \$4,310.90 \$1,869.67 \$838.43 \$0.00 \$0.00 \$0.00 \$1,602.80 **TOTAL FOR POLICY YEAR: 2018** \$100,583.66 \$35,785.39 \$43,083.50 \$929.18 \$1,748.21 \$0.00 \$19,037.38 Policy Year: 2017 Activity: AIRLINE ACCIDENT 02/12/2018 Other Specific Joint Derangements Of Right Hip, Not Elsewhere 422.00 0.00 0.00 253.20 0.00 0.00 168.80 Classified TOTAL: AIRLINE ACCIDENT \$422.00 \$0.00 \$0.00 \$253.20 \$0.00 \$0.00 \$168.80 **Activity: BASEBALL** 08/30/2017 Other Sprain Of Right Shoulder Joint, Initial Encounter 1,533.00 0.00 1,226.40 0.00 0.00 0.00 306.60 02/27/2018 Unspecified Injury Of Left Shoulder And Upper Arm, 36,514.02 23,216.05 10,290.77 0.00 0.00 0.00 3,007.20 Subsequent Encounter Pain In Unspecified Joint 2,823.68 0.00 0.00 0.00 1,556.35 0.00 1,267.33 02/01/2018 05/05/2018 Pain In Right Elbow 594.00 396.69 0.00 0.00 0.00 0.00 197.31 10/11/2017 Anterior Tibial Syndrome, Left Leg 648.00 300.38 42.58 0.00 0.00 0.00 305 04 10/05/2017 Pain In Right Shoulder 2,319.27 405.51 1,613.76 0.00 83.38 0.00 216.62 10/19/2017 Sprain Of Medial Collateral Ligament Of Right Knee, Initial 3,300.78 1,746.44 168.86 0.00 0.00 0.00 1,385.48 01/26/2018 Ulnar Collateral Ligament Sprain Of Right Elbow, Subsequent 6.370.30 3,268.74 1.677.27 0.00 1.424.29 0.00 0.00 Encounter 09/12/2017 Pain In Right Shoulder 1,164.78 788.51 301.02 0.00 0.00 0.00 75.25 TOTAL: BASEBALL \$55,267.83 \$30,122.32 \$15,320.66 \$0.00 \$1,639.73 \$0.00 \$8,185.12 **Activity: BASKETBALL** 902.38 891.71 0.00 222.91 04/06/2018 Pain In Right Shoulder 2,017.00 0.00 0.00 03/13/2018 Fracture Of Nasal Bones. Initial Encounter For Closed Fracture 1.846.00 821.26 481.44 0.00 543.30 0.00 0.00 10/09/2017 Contusion Of Eyeball And Orbital Tissues, Left Eye, Initial 126.74 0.00 0.00 5.18 34.50 0.00 87.06 Encounter

Ganglion, Left Wrist

06/19/2018

854.13

0.00

27.00

0.00

0.00

1,320.00

<sup>\*\*\* -</sup> When applicable, Total Paid includes New York Surcharges and Repricing Fees

<sup>-</sup> Class 5 Claims are not included in other claims totals (2017 and later)

## Mutual Of Omaha Insurance Company Fully Insured Plans Paid Claims Experience Report (By School)

\*\*\* MUTUAL CONFIDENTIAL \*\*\*



Paid Through: 4/30/2019

|                     |            |   |             | Othor              | Other          |         |          | Fai        | u mough. 4/30/ |
|---------------------|------------|---|-------------|--------------------|----------------|---------|----------|------------|----------------|
|                     | Incurred   |   |             | Other<br>Insurance | Insurance      | Not     | Repriced | Total      | ***Total       |
|                     | Date       | Type of Injury  | Billed      | Discounts          | <b>Payment</b> | Covered | Savings  | Deductible | Paid           |
|                     | 06/03/2018 | Sprain Of Anterior Cruciate Ligament Of Right Knee, Initial<br>Encounter  | 30,918.23   | 18,725.20          | 10,413.42      | 0.00    | 0.00     | 0.00       | 1,779.61       |
|                     | 06/28/2018 | Laceration Without Foreign Body Of Other Part Of Head, Initial<br>Encounter                                     | 935.12      | 263.12             | 497.00         | 0.00    | 0.00     | 0.00       | 175.00         |
|                     |            | TOTAL: BASKETBALL   | \$37,163.09 | \$21,566.09        | \$12,283.57    | \$32.18 | \$34.50  | \$0.00     | \$3,246.75     |
| tivity: CHEERLEADI  | NG         |   |             |                    |                |         |          |            |                |
|                     | 12/31/2017 | Displaced Fracture Of Proximal Phalanx Of Left Thumb,<br>Subsequent Encounter For Fracture With Routine Healing | 3,356.19    | 816.14             | 434.04         | 0.00    | 167.05   | 0.00       | 1,938.96       |
|                     | 11/16/2017 | Strain Of Muscle, Fascia And Tendon At Neck Level, Initial Encounter  | 1,260.00    | 845.29             | 0.00           | 0.00    | 0.00     | 0.00       | 414.71         |
|                     | 08/27/2017 | Sprain Of Metacarpophalangeal Joint Of Left Little Finger, Subsequent Encounter                                 | 17,930.26   | 10,239.03          | 5,300.57       | 0.00    | 0.00     | 0.00       | 2,390.66       |
|                     | 08/28/2017 | Sprain Of Medial Collateral Ligament Of Left Knee, Initial Encounter  | 2,947.27    | 1,479.86           | 1,247.29       | 0.00    | 0.00     | 0.00       | 220.12         |
|                     | 11/18/2017 | Concussion Without Loss Of Consciousness, Initial Encounter   | 395.00      | 205.98             | 79.72          | 0.00    | 0.00     | 0.00       | 109.30         |
|                     | 10/05/2017 | Recurrent Subluxation Of Patella, Right Knee  | 110.10      | 0.00               | 0.00           | 0.00    | 11.01    | 0.00       | 99.09          |
|                     |            | TOTAL: CHEERLEADING   | \$25,998.82 | \$13,586.30        | \$7,061.62     | \$0.00  | \$178.06 | \$0.00     | \$5,172.84     |
| ctivity: CROSS COUN | ITRY       |   |             |                    |                |         |          |            |                |
|                     | 09/11/2017 | Stress Fracture, Left Femur, Subsequent Encounter For Fracture With Routine Healing                             | 2,088.00    | 1,115.03           | 674.40         | 0.00    | 0.00     | 0.00       | 298.57         |
|                     | 11/13/2017 | Other Specified Joint Disorders, Left Ankle And Foot  | 13,701.64   | 2,700.47           | 8,295.63       | 0.00    | 0.00     | 0.00       | 2,705.54       |
|                     | 11/07/2017 | Pain In Right Lower Leg   | 1,518.00    | 988.01             | 0.00           | 0.00    | 0.00     | 0.00       | 529.99         |
|                     |            | TOTAL: CROSS COUNTRY  | \$17,307.64 | \$4,803.51         | \$8,970.03     | \$0.00  | \$0.00   | \$0.00     | \$3,534.10     |
| tivity: GOLF        |            |   |             |                    |                |         |          |            |                |
|                     | 09/06/2017 | Low Back Pain   | 2,040.33    | 1,365.37           | 214.67         | 0.00    | 0.00     | 0.00       | 460.29         |
|                     |            | TOTAL: GOLF   | \$2,040.33  | \$1,365.37         | \$214.67       | \$0.00  | \$0.00   | \$0.00     | \$460.29       |
| tivity: SOCCER      |            |   |             |                    |                |         |          |            |                |
|                     | 08/21/2017 | Crushing Injury Of Right Foot, Subsequent Encounter   | 1,830.00    | 909.05             | 0.00           | 0.00    | 0.00     | 0.00       | 920.95         |
|                     | 08/08/2017 | Contusion Of Right Knee, Initial Encounter  | 382.00      | 179.12             | 0.00           | 0.00    | 0.00     | 0.00       | 202.88         |
|                     | 10/07/2017 | Lumbago With Sciatica, Right Side   | 1,476.09    | 180.09             | 1,176.00       | 0.00    | 3.35     | 0.00       | 116.65         |
|                     | 09/23/2017 | Loose Body In Knee, Left Knee   | 27,563.54   | 9,043.51           | 1,889.48       | 0.00    | 0.00     | 0.00       | 16,630.55      |
|                     |            |   |             |                    |                |         |          |            |                |

<sup>\*\*\* -</sup> When applicable, Total Paid includes New York Surcharges and Repricing Fees

<sup>-</sup> Class 5 Claims are not included in other claims totals (2017 and later)

05/01/2019 Prepared: Time: 9:52:45AM

## **Mutual Of Omaha Insurance Company Fully Insured Plans** Paid Claims Experience Report (By School)

\*\*\* MUTUAL CONFIDENTIAL \*\*\*



Paid Through: 4/30/2019

|                     |            |  |             | Other            | Other          |            |          |            | a mought 4/00/20 |
|---------------------|------------|--|-------------|------------------|----------------|------------|----------|------------|------------------|
|                     | Incurred   |  |             | Insurance        | Insurance      | Not        | Repriced | Total      | ***Total         |
|                     | Date       | Type of Injury   | Billed      | <b>Discounts</b> | <b>Payment</b> | Covered    | Savings  | Deductible | Paid             |
|                     | 04/06/2018 | Unspecified Fracture Of Left Lower Leg, Initial Encounter For                  | 21,252.97   | 15,836.01        | 542.06         | 0.00       | 0.00     | 0.00       | 4,874.90         |
|                     | 08/04/2017 | Closed Fracture<br>Retinal Edema   | 268.48      | 0.00             | 0.00           | 0.00       | 76.20    | 0.00       | 192.28           |
|                     | 11/13/2017 | Patellofemoral Disorders, Left Knee  | 160.00      | 0.00             | 0.00           | 93.00      | 0.00     | 0.00       | 67.00            |
|                     | 09/06/2017 | Concussion Without Loss Of Consciousness, Subsequent Encounter                 | 116.00      | 31.34            | 0.00           | 0.00       | 0.00     | 0.00       | 84.66            |
|                     |            | TOTAL: SOCCER  | \$53,049.08 | \$26,179.12      | \$3,607.54     | \$93.00    | \$79.55  | \$0.00     | \$23,089.87      |
| ctivity: SOFTBALL   |            |  |             |                  |                |            |          |            |                  |
|                     | 10/09/2017 | Other Instability, Left Ankle  | 9,738.00    | 6,478.34         | 2,259.27       | 0.00       | 0.00     | 0.00       | 1,000.39         |
|                     | 02/07/2018 | Strain Of Muscle, Fascia And Tendon Of Triceps, Left Arm,<br>Initial Encounter | 300.00      | 94.98            | 0.00           | 0.00       | 0.00     | 0.00       | 205.02           |
|                     | 01/17/2018 | Sprain Of Right Rotator Cuff Capsule, Subsequent Encounter                     | 7,286.00    | 4,442.71         | 482.63         | 0.00       | 0.00     | 0.00       | 2,360.66         |
|                     | 05/05/2018 | Other Specified Postprocedural States  | 5,714.79    | 2,780.72         | 2,324.18       | 0.00       | 0.00     | 0.00       | 609.89           |
|                     | 09/25/2017 | Pain In Left Knee  | 21,816.88   | 3,784.09         | 1,626.58       | 6,803.58   | 0.00     | 0.00       | 9,602.63         |
|                     | 01/15/2018 | Muscle Weakness (Generalized)  | 469.00      | 201.80           | 222.20         | 0.00       | 0.00     | 0.00       | 45.00            |
|                     | 03/15/2018 | Contusion Of Right Foot, Initial Encounter                                     | 1,757.00    | 804.85           | 152.11         | 0.00       | 0.00     | 0.00       | 800.04           |
|                     | 09/18/2017 | Other Specified Sprain Of Left Wrist, Subsequent Encounter                     | 30,978.48   | 17,726.88        | 7,773.68       | 0.00       | 0.00     | 0.00       | 5,477.92         |
|                     | 02/09/2018 | Pain In Right Elbow  | 2,565.45    | 1,730.86         | 187.67         | 0.00       | 0.00     | 0.00       | 646.92           |
|                     |            | TOTAL: SOFTBALL  | \$80,625.60 | \$38,045.23      | \$15,028.32    | \$6,803.58 | \$0.00   | \$0.00     | \$20,748.47      |
| tivity: TENNIS      |            |  |             |                  |                |            |          |            |                  |
|                     | 09/20/2017 | Other Shoulder Lesions, Left Shoulder  | 2,380.29    | 1,116.45         | 620.92         | 0.00       | 0.00     | 0.00       | 642.92           |
|                     |            | TOTAL: TENNIS  | \$2,380.29  | \$1,116.45       | \$620.92       | \$0.00     | \$0.00   | \$0.00     | \$642.92         |
| ctivity: TRACK (ANY | RUNNING    | COMPETITION)   |             |                  |                |            |          |            |                  |
|                     | 09/07/2017 | Pain In Left Shoulder  | 5,048.43    | 2,686.03         | 316.60         | 0.00       | 0.00     | 0.00       | 2,045.80         |
|                     | 02/14/2018 | Pain In Left Knee  | 1,796.28    | 1,210.02         | 410.38         | 0.00       | 0.00     | 0.00       | 175.88           |
|                     | 10/18/2017 | Pain In Right Hip  | 1,197.40    | 258.54           | 0.00           | 175.20     | 137.10   | 0.00       | 626.56           |
|                     | 01/10/2018 | Other Specified Enthesopathies Of Right Lower Limb, Excluding Foot             | 2,391.40    | 1,143.74         | 79.26          | 0.00       | 0.00     | 0.00       | 1,168.40         |
|                     |            | TOTAL: TRACK (ANY RUNNING COMPETITION)   | \$10,433.51 | \$5,298.33       | \$806.24       | \$175.20   | \$137.10 | \$0.00     | \$4,016.64       |

<sup>\*\*\* -</sup> When applicable, Total Paid includes New York Surcharges and Repricing Fees

<sup>-</sup> Class 5 Claims are not included in other claims totals (2017 and later)

## Mutual Of Omaha Insurance Company Fully Insured Plans Paid Claims Experience Report (By School)

\*\*\* MUTUAL CONFIDENTIAL \*\*\*



Paid Through: 4/30/2019

|                     |            |  |              | Other        | Other       |            |            |            |             |
|---------------------|------------|--|--------------|--------------|-------------|------------|------------|------------|-------------|
|                     | Incurred   |  |              | Insurance    | Insurance   | Not        | Repriced   | Total      | ***Total    |
|                     | Date       | Type of Injury   | Billed       | Discounts    | Payment     | Covered    | Savings    | Deductible | Paid        |
| Activity: VOLLEYBAL | .L         |  |              |              | -           |            |            |            |             |
|                     | 02/07/2018 | Pain In Left Lower Leg   | 15,502.11    | 988.21       | 12,148.12   | 0.00       | 592.23     | 0.00       | 1,773.55    |
|                     | 10/14/2017 | Superior Glenoid Labrum Lesion Of Right Shoulder, Initial<br>Encounter   | 35,805.37    | 17,154.47    | 11,385.15   | 77.06      | 1,422.41   | 0.00       | 5,766.28    |
|                     | 03/01/2018 | Low Back Pain  | 1,771.86     | 344.12       | 1,181.54    | 0.00       | 0.00       | 0.00       | 246.20      |
|                     |            | TOTAL: VOLLEYBALL  | \$53,079.34  | \$18,486.80  | \$24,714.81 | \$77.06    | \$2,014.64 | \$0.00     | \$7,786.03  |
| OTAL FOR POLICY YEA | AR: 2017   |  | \$337,767.53 | \$160,569.52 | \$88,628.38 | \$7,434.22 | \$4,083.58 | \$0.00     | \$77,051.83 |
| Policy Year: 2016   |            |  |              |              |             |            |            |            |             |
| Activity: BASEBALL  |            |  |              |              |             |            |            |            |             |
|                     | 01/10/2017 | Ganglion, Right Wrist  | 1,482.00     | 847.07       | 253.58      | 0.00       | 0.00       | 0.00       | 381.35      |
|                     | 04/17/2017 | Contusion Of Left Thumb Without Damage To Nail, Initial<br>Encounter   | 157.00       | 70.06        | 0.00        | 0.00       | 0.00       | 0.00       | 86.94       |
|                     | 04/21/2017 | Nondisplaced Fracture Of Body Of Hamate [Unciform] Bone,<br>Right Wrist, Subsequent Encounter For Fracture With Routine<br>Healing | 1,245.00     | 573.97       | 24.66       | 0.00       | 0.00       | 0.00       | 646.37      |
|                     | 03/05/2017 | Adhesive Capsulitis Of Right Shoulder  | 278.00       | 94.52        | 83.97       | 0.00       | 0.00       | 0.00       | 99.51       |
|                     | 04/09/2017 | Superior Glenoid Labrum Lesion Of Right Shoulder, Initial<br>Encounter   | 641.00       | 296.16       | 249.74      | 0.00       | 0.00       | 0.00       | 95.10       |
|                     | 04/07/2017 | Brachial Plexus Disorders  | 434.00       | 220.48       | 157.75      | 0.00       | 0.00       | 0.00       | 55.77       |
|                     | 05/12/2017 | Concussion Without Loss Of Consciousness, Initial Encounter  | 2,079.42     | 984.88       | 974.54      | 0.00       | 0.00       | 0.00       | 120.00      |
|                     | 03/31/2017 | Other Specified Sprain Of Right Wrist, Initial Encounter   | 439.00       | 190.36       | 128.88      | 0.00       | 0.00       | 0.00       | 119.76      |
|                     | 09/15/2016 | Other Instability, Left Ankle  | 442.00       | 140.48       | 71.96       | 0.00       | 0.00       | 0.00       | 229.56      |
|                     | 04/04/2017 | Pain In Right Shoulder   | 1,657.00     | 683.35       | 778.93      | 0.00       | 0.00       | 0.00       | 194.72      |
|                     | 01/20/2017 | Other Specific Joint Derangements Of Right Elbow, Not<br>Elsewhere Classified  | 27,038.99    | 3,275.92     | 1,039.95    | 0.00       | 2,163.89   | 0.00       | 20,559.23   |
|                     |            | TOTAL: BASEBALL  | \$35,893.41  | \$7,377.25   | \$3,763.96  | \$0.00     | \$2,163.89 | \$0.00     | \$22,588.31 |
| activity: BASKETBAL |            |  |              |              |             |            |            |            |             |
|                     | 09/19/2016 | Low Back Pain  | 4,981.40     | 1,201.31     | 1,887.80    | 0.00       | 0.00       | 0.00       | 1,892.29    |
|                     | 05/30/2017 | Pain In Right Knee   | 1,834.00     | 793.75       | 573.79      | 0.00       | 0.00       | 0.00       | 466.46      |
|                     | 12/23/2016 | Concussion Without Loss Of Consciousness, Initial Encounter  | 116.00       | 31.34        | 76.19       | 0.00       | 0.00       | 0.00       | 8.47        |
|                     |            |  |              |              |             |            |            |            |             |

<sup>\*\*\* -</sup> When applicable, Total Paid includes New York Surcharges and Repricing Fees

<sup>-</sup> Class 5 Claims are not included in other claims totals (2017 and later)

## Mutual Of Omaha Insurance Company Fully Insured Plans Paid Claims Experience Report (By School)

\*\*\* MUTUAL CONFIDENTIAL \*\*\*



Paid Through: 4/30/2019

|                            |  |             |             |             |          |          | Pal        | a inrougn: 4/30/ | 2019 |
|----------------------------|--|-------------|-------------|-------------|----------|----------|------------|------------------|------|
|                            |  |             | Other       | Other       |          |          |            |                  |      |
| Incurred                   |  |             | Insurance   | Insurance   | Not      | Repriced | Total      | ***Total         |      |
| Date                       | Type of Injury   | Billed      | Discounts   | Payment     | Covered  | Savings  | Deductible | Paid             |      |
| 12/03/2016                 | Displaced Fracture Of Shaft Of Second Metacarpal Bone, Left<br>Hand, Subsequent Encounter For Fracture With Routine<br>Healing | 1,393.00    | 678.87      | 495.28      | 0.00     | 0.00     | 0.00       | 218.85           |      |
| 01/07/2017                 | Contusion Of Left Elbow, Initial Encounter   | 426.00      | 199.80      | 0.00        | 0.00     | 0.00     | 0.00       | 226.20           |      |
| 12/29/2016                 | Unspecified Dislocation Of Right Shoulder Joint, Subsequent Encounter  | 9,145.68    | 1,755.50    | 1,417.67    | 883.20   | 386.26   | 0.00       | 4,703.05         |      |
| 01/27/2017                 | Other Sprain Of Left Middle Finger, Initial Encounter  | 292.00      | 90.60       | 103.86      | 0.00     | 0.00     | 0.00       | 97.54            |      |
| 10/11/2016                 | Encounter For Other Orthopedic Aftercare   | 26,445.97   | 7,458.89    | 16,167.79   | 0.00     | 0.00     | 0.00       | 2,819.29         |      |
| 10/09/2016                 | Sprain Of Unspecified Ligament Of Left Ankle, Initial Encounter  | 3,145.43    | 897.76      | 1,726.61    | 0.00     | 0.00     | 0.00       | 521.06           |      |
| 10/20/2016                 | Pain In Right Hip  | 482.00      | 236.85      | 0.00        | 0.00     | 0.00     | 0.00       | 245.15           |      |
| 10/11/2016                 | Low Back Pain  | 744.66      | 128.48      | 120.56      | 0.00     | 0.00     | 0.00       | 495.62           |      |
| 10/25/2016                 | Sprain Of Medial Collateral Ligament Of Right Knee, Initial<br>Encounter   | 1,733.00    | 727.58      | 904.88      | 0.00     | 0.00     | 0.00       | 100.54           |      |
| 11/13/2016                 | Stress Fracture, Other Site, Subsequent Encounter For Fracture With Routine Healing  | 7,539.41    | 2,594.12    | 1,662.79    | 0.00     | 0.00     | 0.00       | 3,282.50         |      |
| 02/13/2017                 | Sprain Of Radiocarpal Joint Of Right Wrist, Initial Encounter  | 510.86      | 30.00       | 0.00        | 0.00     | 88.22    | 0.00       | 392.64           |      |
| 07/13/2017                 | Pain In Right Knee   | 7,695.34    | 4,748.26    | 501.61      | 0.00     | 0.00     | 0.00       | 2,445.47         |      |
|                            | TOTAL: BASKETBALL  | \$66,484.75 | \$21,573.11 | \$25,638.83 | \$883.20 | \$474.48 | \$0.00     | \$17,915.13      |      |
| Activity: CHEERLEADING     |  |             |             |             |          |          |            |                  |      |
| 08/21/2016                 | Displaced Fracture Of Head Of Left Radius, Subsequent<br>Encounter For Closed Fracture With Routine Healing                    | 2,786.35    | 966.65      | 0.00        | 13.20    | 0.00     | 0.00       | 1,806.50         |      |
| 11/20/2016                 | Nondisplaced Fracture Of Neck Of Second Metacarpal Bone,<br>Left Hand, Initial Encounter For Closed Fracture                   | 1,196.00    | 507.26      | 619.89      | 0.00     | 0.00     | 0.00       | 68.85            |      |
| 10/04/2016                 | Nondisplaced Fracture Of Base Of Third Metacarpal Bone,<br>Right Hand, Initial Encounter For Closed Fracture                   | 1,201.00    | 586.41      | 441.29      | 0.00     | 0.00     | 0.00       | 173.30           |      |
|                            | TOTAL: CHEERLEADING  | \$5,183.35  | \$2,060.32  | \$1,061.18  | \$13.20  | \$0.00   | \$0.00     | \$2,048.65       |      |
| Activity: CROSS COUNTRY    |  |             |             |             |          |          |            |                  |      |
| 08/20/2016                 | Nondisplaced Fracture Of Cuboid Bone Of Left Foot, Initial<br>Encounter For Closed Fracture                                    | 292.00      | 116.61      | 0.00        | 0.00     | 0.00     | 0.00       | 175.39           |      |
|                            | TOTAL: CROSS COUNTRY   | \$292.00    | \$116.61    | \$0.00      | \$0.00   | \$0.00   | \$0.00     | \$175.39         |      |
| Activity: GENERAL ACCIDENT |  |             |             |             |          |          |            |                  |      |
| 10/13/2016                 | Ulnar Collateral Ligament Sprain Of Right Elbow, Subsequent<br>Encounter   | 337.00      | 0.00        | 0.00        | 337.00   | 0.00     | 0.00       | 0.00             |      |

<sup>\*\*\* -</sup> When applicable, Total Paid includes New York Surcharges and Repricing Fees

<sup>-</sup> Class 5 Claims are not included in other claims totals (2017 and later)

## Mutual Of Omaha Insurance Company Fully Insured Plans Paid Claims Experience Report (By School)

\*\*\* MUTUAL CONFIDENTIAL \*\*\*



Paid Through: 4/30/2019

|                  |            |  |            | Other      | Other      |          |          |            | u mrough. 4/30 |
|------------------|------------|--|------------|------------|------------|----------|----------|------------|----------------|
|                  | Incurred   |  |            | Insurance  | Insurance  | Not      | Repriced | Total      | ***Total       |
|                  | Date       | Type of Injury   | Billed     | Discounts  | Payment    | Covered  | Savings  | Deductible | Paid           |
|                  | 08/22/2016 | Patellar Tendinitis, Left Knee   | 233.00     | 104.10     | 0.00       | 0.00     | 0.00     | 0.00       | 128.90         |
|                  |            | TOTAL: GENERAL ACCIDENT  | \$570.00   | \$104.10   | \$0.00     | \$337.00 | \$0.00   | \$0.00     | \$128.90       |
| Activity: GOLF   |            |  |            |            |            |          |          |            |                |
|                  | 09/06/2016 | Elbow, Forearm, And Wrist  | 3,333.01   | 1,098.90   | 1,922.46   | 0.00     | 0.00     | 0.00       | 311.65         |
|                  | 04/23/2017 | Pain In Left Elbow   | 1,773.00   | 753.99     | 0.00       | 0.00     | 0.00     | 0.00       | 1,019.01       |
|                  |            | TOTAL: GOLF  | \$5,106.01 | \$1,852.89 | \$1,922.46 | \$0.00   | \$0.00   | \$0.00     | \$1,330.66     |
| Activity: SOCCER |            |  |            |            |            |          |          |            |                |
| •                | 08/15/2016 | Pain In Right Knee   | 1,241.00   | 557.03     | 547.18     | 0.00     | 0.00     | 0.00       | 136.79         |
|                  | 11/09/2016 | Plantar Fascial Fibromatosis   | 760.00     | 258.52     | 0.00       | 0.00     | 0.00     | 0.00       | 501.48         |
|                  | 02/02/2017 | Peroneal Tendinitis, Left Leg  | 215.00     | 79.52      | 88.06      | 0.00     | 0.00     | 0.00       | 47.42          |
|                  | 10/05/2016 | Strain Of Right Quadriceps Muscle, Fascia And Tendon, Initial Encounter                    | 22.00      | 0.00       | 18.70      | 0.00     | 0.00     | 0.00       | 3.30           |
|                  | 08/22/2016 | Postconcussional Syndrome  | 304.65     | 72.65      | 232.00     | 0.00     | 0.00     | 0.00       | 0.00           |
|                  | 11/05/2016 | Pain In Left Knee  | 3,108.00   | 1,422.26   | 0.00       | 0.00     | 0.00     | 0.00       | 1,685.74       |
|                  | 10/31/2016 | Strain Of Other Muscle(S) And Tendon(S) At Lower Leg Level,<br>Left Leg, Initial Encounter | 460.00     | 223.79     | 119.31     | 0.00     | 0.00     | 0.00       | 116.90         |
|                  | 09/06/2016 | Fracture Of Nasal Bones, Initial Encounter For Closed Fracture                             | 165.00     | 8.26       | 125.39     | 0.00     | 0.00     | 0.00       | 31.35          |
|                  | 08/22/2016 | Unspecified Injury Of Right Hip, Initial Encounter   | 3,999.64   | 1,534.77   | 283.09     | 3.96     | 0.00     | 0.00       | 2,177.82       |
|                  | 08/08/2016 | Encounter For Other Orthopedic Aftercare   | 31,092.21  | 14,334.58  | 13,857.76  | 0.00     | 0.00     | 0.00       | 2,899.87       |
|                  | 10/22/2016 | Sprain Of Medial Collateral Ligament Of Right Knee, Initial Encounter                      | 460.00     | 223.78     | 188.98     | 0.00     | 0.00     | 0.00       | 47.24          |
|                  | 09/02/2016 | Contusion Of Left Front Wall Of Thorax, Initial Encounter                                  | 108.00     | 77.05      | 24.76      | 0.00     | 0.00     | 0.00       | 6.19           |
|                  | 10/22/2016 | Unspecified Injury Of Nose, Initial Encounter  | 165.00     | 30.97      | 120.63     | 0.00     | 0.00     | 0.00       | 13.40          |
|                  | 09/17/2016 | Stress Fracture, Right Foot, Subsequent Encounter For Fracture With Routine Healing        | 550.00     | 0.00       | 0.00       | 330.00   | 0.00     | 0.00       | 220.00         |
|                  | 04/07/2017 | Retinal Edema  | 360.44     | 0.00       | 0.00       | 0.00     | 102.30   | 0.00       | 258.14         |
|                  | 08/21/2016 | Other Sprain Of Right Foot, Initial Encounter  | 826.00     | 420.31     | 344.83     | 0.00     | 0.00     | 0.00       | 60.86          |
|                  | 03/21/2017 | Crushing Injury Of Right Thumb, Initial Encounter  | 272.00     | 80.83      | 158.71     | 0.00     | 0.00     | 0.00       | 32.46          |
|                  | 09/08/2016 | Other Instability, Right Ankle   | 26,058.57  | 8,499.64   | 10,920.45  | 0.00     | 56.41    | 0.00       | 6,582.07       |

 $<sup>\</sup>ensuremath{^{***}}$  - When applicable, Total Paid includes New York Surcharges and Repricing Fees

<sup>-</sup> Class 5 Claims are not included in other claims totals (2017 and later)

## Mutual Of Omaha Insurance Company Fully Insured Plans Paid Claims Experience Report (By School)

\*\*\* MUTUAL CONFIDENTIAL \*\*\*



Paid Through: 4/30/2019

|                  |                        |   |                        |                     |                   |                 |                  | 1 01               | a mrough. +/30/2   |
|------------------|------------------------|---|------------------------|---------------------|-------------------|-----------------|------------------|--------------------|--------------------|
|                  | la accuma al           |   |                        | Other               | Other             | N1-4            | Donnisad         | Total              | ****               |
|                  | Incurred               | Town of lainer  | Dillad                 | Insurance           | Insurance         | Not             | Repriced         | Total              | ***Total           |
|                  | <b>Date</b> 01/26/2017 | Type of Injury Other Instability, Right Ankle   | <b>Billed</b> 1,764.47 | Discounts<br>476.53 | Payment<br>620.29 | Covered<br>0.00 | Savings<br>82.05 | Deductible<br>0.00 | <b>Paid</b> 585.60 |
|                  | 08/05/2016             | Pain In Left Finger(S)  | 215.00                 | 84.53               | 68.73             | 0.00            | 0.00             | 0.00               | 61.74              |
|                  | 10/03/2016             | Sprain Of Anterior Cruciate Ligament Of Left Knee, Initial  | 360.00                 | 156.03              | 188.97            | 0.00            | 0.00             | 0.00               | 15.00              |
|                  | 10/03/2010             | Encounter   | 300.00                 | 150.05              | 100.97            | 0.00            | 0.00             | 0.00               | 15.00              |
|                  | 10/05/2016             | Other Fracture Of Right Foot, Initial Encounter For Closed Fracture                               | 358.00                 | 234.59              | 0.00              | 0.00            | 0.00             | 0.00               | 123.41             |
|                  | 04/11/2017             | Sprain Of Other Ligament Of Right Ankle, Initial Encounter  | 656.00                 | 272.92              | 306.46            | 0.00            | 0.00             | 0.00               | 76.62              |
|                  |                        | TOTAL: SOCCER   | \$73,520.98            | \$29,048.56         | \$28,214.30       | \$333.96        | \$240.76         | \$0.00             | \$15,683.40        |
| tivity: SOFTBALL |                        |   |                        |                     |                   |                 |                  |                    |                    |
|                  | 08/24/2016             | Sprain Of Medial Collateral Ligament Of Right Knee, Initial Encounter                             | 3,602.46               | 1,070.86            | 2,199.88          | 0.00            | 0.00             | 0.00               | 331.72             |
|                  | 10/20/2016             | Radiculopathy, Lumbar Region  | 4,191.87               | 2,213.02            | 1,466.85          | 0.00            | 0.00             | 0.00               | 512.00             |
|                  | 01/16/2017             | Other Injury Of Other Muscle(S) And Tendon(S) At Lower Leg<br>Level, Right Leg, Initial Encounter | 1,101.00               | 420.12              | 0.00              | 0.00            | 0.00             | 0.00               | 680.88             |
|                  | 04/12/2017             | Contusion Of Left Front Wall Of Thorax, Initial Encounter   | 299.00                 | 183.33              | 42.56             | 0.00            | 0.00             | 0.00               | 73.11              |
|                  | 04/02/2017             | Muscle Weakness (Generalized)   | 45,146.77              | 17,842.22           | 15,307.93         | 0.00            | 509.62           | 0.00               | 11,487.00          |
|                  | 04/16/2017             | Contusion Of Right Elbow, Initial Encounter   | 1,457.00               | 650.54              | 639.56            | 0.00            | 0.00             | 0.00               | 166.90             |
|                  | 11/07/2016             | Patellofemoral Disorders, Left Knee   | 374.00                 | 167.23              | 64.93             | 0.00            | 0.00             | 0.00               | 141.84             |
|                  | 03/19/2017             | Pain In Right Knee  | 1,774.00               | 1,043.70            | 330.46            | 0.00            | 0.00             | 0.00               | 399.84             |
|                  | 10/11/2016             | Sprain Of Other Ligament Of Right Ankle, Initial Encounter  | 656.00                 | 332.76              | 0.00              | 0.00            | 0.00             | 0.00               | 323.24             |
|                  | 09/14/2016             | Other Shoulder Lesions, Right Shoulder  | 476.00                 | 251.91              | 100.00            | 0.00            | 0.00             | 0.00               | 124.09             |
|                  | 09/27/2016             | Cutaneous Abscess Of Left Lower Limb  | 9,421.03               | 2,666.26            | 3,003.83          | 0.00            | 0.00             | 0.00               | 3,750.94           |
|                  | 01/06/2017             | Pain In Right Shoulder  | 27,882.62              | 13,736.13           | 10,389.81         | 0.00            | 0.00             | 0.00               | 3,756.68           |
|                  |                        | TOTAL: SOFTBALL   | \$96,381.75            | \$40,578.08         | \$33,545.81       | \$0.00          | \$509.62         | \$0.00             | \$21,748.24        |
| ctivity: TENNIS  |                        |   |                        |                     |                   |                 |                  |                    |                    |
| _                | 01/31/2017             | Other Enthesopathy Of Right Foot  | 270.00                 | 90.14               | 82.32             | 0.00            | 0.00             | 0.00               | 97.54              |
|                  | 09/17/2016             | Other Synovitis And Tenosynovitis, Left Hand  | 776.00                 | 355.17              | 0.00              | 0.00            | 0.00             | 0.00               | 420.83             |
|                  |                        | TOTAL: TENNIS   | \$1,046.00             | \$445.31            | \$82.32           | \$0.00          | \$0.00           | \$0.00             | \$518.37           |

**Activity: TRACK (ANY RUNNING COMPETITION)** 

<sup>\*\*\* -</sup> When applicable, Total Paid includes New York Surcharges and Repricing Fees

<sup>-</sup> Class 5 Claims are not included in other claims totals (2017 and later)

## Mutual Of Omaha Insurance Company Fully Insured Plans Paid Claims Experience Report (By School)

\*\*\* MUTUAL CONFIDENTIAL \*\*\*



Paid Through: 4/30/2019

|                  |            |   |              | Other        | Other        |            |            | 1 4        | id Tillougii. 4/3 |
|------------------|------------|---|--------------|--------------|--------------|------------|------------|------------|-------------------|
|                  | Incurred   |   |              | Insurance    | Insurance    | Not        | Repriced   | Total      | ***Total          |
|                  | Date       | Type of Injury  | Billed       | Discounts    | Payment      | Covered    | Savings    | Deductible | Paid              |
|                  | 01/11/2017 | Strain Of Muscle, Fascia And Tendon Of Long Head Of Biceps,             | 218.00       | 82.18        | 0.00         | 0.00       | 0.00       | 0.00       | 135.82            |
|                  | 04/01/2017 | Left Arm, Initial Encounter<br>Pain In Right Foot                       | 1,315.36     | 723.92       | 222.87       | 116.00     | 0.00       | 0.00       | 252.57            |
|                  | 09/23/2016 | Unspecified Rotator Cuff Tear Or Rupture Of Right Shoulder,             | 3,582.60     | 575.72       | 2,200.77     | 0.00       | 0.00       | 0.00       | 806.11            |
|                  | 01/25/2017 | Not Specified As Traumatic<br>Achilles Tendinitis, Left Leg             | 25,309.56    | 5,695.13     | 16,716.28    | 0.00       | 0.00       | 0.00       | 2,898.15          |
|                  | 01/22/2017 | Other Synovitis And Tenosynovitis, Left Lower Leg                       | 542.00       | 229.74       | 0.00         | 0.00       | 0.00       | 0.00       | 312.26            |
|                  | 04/03/2017 | Strain Of Right Quadriceps Muscle, Fascia And Tendon, Initial Encounter | 321.03       | 62.66        | 6.70         | 0.00       | 0.00       | 0.00       | 251.67            |
|                  | 04/03/2017 | Stress Fracture, Right Tibia, Initial Encounter For Fracture            | 290.00       | 162.97       | 0.00         | 0.00       | 0.00       | 0.00       | 127.03            |
|                  |            | TOTAL: TRACK (ANY RUNNING COMPETITION)                                  | \$31,578.55  | \$7,532.32   | \$19,146.62  | \$116.00   | \$0.00     | \$0.00     | \$4,783.61        |
| ivity: UNKNOWN   |            |   |              |              |              |            |            |            |                   |
|                  | 07/13/2017 | Unknown   | 258.25       | 0.00         | 0.00         | 258.25     | 0.00       | 0.00       | 0.00              |
|                  | 03/17/2017 | Unknown   | 209.00       | 0.00         | 0.00         | 209.00     | 0.00       | 0.00       | 0.00              |
|                  | 05/16/2017 | Unknown   | 199.00       | 0.00         | 0.00         | 199.00     | 0.00       | 0.00       | 0.00              |
|                  |            | TOTAL: UNKNOWN  | \$666.25     | \$0.00       | \$0.00       | \$666.25   | \$0.00     | \$0.00     | \$0.00            |
| ivity: VOLLEYBAL | .L         |   |              |              |              |            |            |            |                   |
|                  | 09/10/2016 | Other Shoulder Lesions, Right Shoulder                                  | 27,117.60    | 12,840.08    | 8,190.01     | 0.00       | 0.00       | 0.00       | 6,087.51          |
|                  | 09/06/2016 | Sprain Of Other Ligament Of Left Ankle, Initial Encounter               | 643.00       | 285.36       | 293.21       | 0.00       | 0.00       | 0.00       | 64.43             |
|                  | 11/07/2016 | Other Specified Acquired Deformities Of Musculoskeletal System          | 12,888.44    | 1,160.29     | 8,558.39     | 0.00       | 139.84     | 0.00       | 3,029.92          |
|                  |            | TOTAL: VOLLEYBALL   | \$40,649.04  | \$14,285.73  | \$17,041.61  | \$0.00     | \$139.84   | \$0.00     | \$9,181.86        |
| AL FOR POLICY YE | AR: 2016   |   | \$357,372.09 | \$124,974.28 | \$130,417.09 | \$2,349.61 | \$3,528.59 | \$0.00     | \$96,102.52       |
| olicy Year: 2015 |            |   |              |              |              |            |            |            |                   |
| ivity: BASEBALL  |            |   |              |              |              |            |            |            |                   |
| IVILY. DAGEBALL  | 09/27/2015 | Laceration Of Skin Of Eyelid And Periocular Area                        | 1,740.72     | 402.21       | 822.03       | 0.00       | 0.00       | 0.00       | 516.48            |
|                  | 05/07/2016 | Pain In Right Shoulder  | 476.00       | 219.78       | 0.00         | 0.00       | 0.00       | 0.00       | 256.22            |
|                  | 04/05/2016 | Laceration Without Foreign Body Of Lip, Initial Encounter               | 400.00       | 0.00         | 181.09       | 0.00       | 0.00       | 0.00       | 218.91            |

<sup>\*\*\* -</sup> When applicable, Total Paid includes New York Surcharges and Repricing Fees

<sup>-</sup> Class 5 Claims are not included in other claims totals (2017 and later)

## Mutual Of Omaha Insurance Company Fully Insured Plans Paid Claims Experience Report (By School)

\*\*\* MUTUAL CONFIDENTIAL \*\*\*



Paid Through: 4/30/2019

|                      |                |  |                                | Other                         | Other                     |                         |                       |                       | ala illiougili 4/00/2       |
|----------------------|----------------|--|--------------------------------|-------------------------------|---------------------------|-------------------------|-----------------------|-----------------------|-----------------------------|
|                      | curred<br>Date | Type of Injury   | Billed                         | Insurance<br>Discounts        | Insurance<br>Payment      | Not<br>Covered          | Repriced<br>Savings   | Total<br>Deductible   | ***Total<br>Paid            |
| 05/                  | 15/2016        | Stress Fracture, Right Foot, Initial Encounter For Fracture  | 1,038.00                       | 434.45                        | 549.04                    | 0.00                    | 0.00                  | 0.00                  | 54.51                       |
| 09/                  | 14/2015        | Pain In Joint, Upper Arm   | 4,372.00                       | 1,696.71                      | 0.00                      | 653.40                  | 0.00                  | 0.00                  | 2,021.89                    |
| 02/                  | 10/2016        | Unspecified Rotator Cuff Tear Or Rupture Of Right Shoulder,<br>Not Specified As Traumatic<br>TOTAL: BASEBALL | 2,201.00<br><b>\$10,227.72</b> | 1,381.63<br><b>\$4,134.78</b> | 0.00<br><b>\$1,552.16</b> | 0.00<br><b>\$653.40</b> | 0.00<br><b>\$0.00</b> | 0.00<br><b>\$0.00</b> | 819.37<br><b>\$3,887.38</b> |
|                      |                | TOTAL. BASEBALL  | φ10,227.72                     | φ <del>4</del> ,134.76        | φ1,332.10                 | φ055.40                 | φυ.υυ                 | φυ.υυ                 | φ3,007.30                   |
| ctivity: BASKETBALL  |                |  |                                |                               |                           |                         |                       |                       |                             |
|                      | 18/2016        | Laceration Without Foreign Body Of Left Upper Arm, Initial<br>Encounter                                      | 1,002.00                       | 495.38                        | 0.00                      | 0.00                    | 0.00                  | 0.00                  | 506.62                      |
| 11/2                 | 27/2015        | Concussion Without Loss Of Consciousness, Initial Encounter  | 116.00                         | 20.66                         | 0.00                      | 0.00                    | 0.00                  | 0.00                  | 95.34                       |
| 01/2                 | /22/2016       | Strain Of Muscle, Fascia And Tendon Of Lower Back, Initial Encounter   | 282.00                         | 113.05                        | 0.00                      | 0.00                    | 0.00                  | 0.00                  | 168.95                      |
| 01/                  | 16/2016        | Sprain Of Medial Collateral Ligament Of Right Knee, Initial<br>Encounter                                     | 300.00                         | 176.90                        | 98.10                     | 0.00                    | 0.00                  | 0.00                  | 25.00                       |
| 02/0                 | 06/2016        | Sprain Of Other Ligament Of Right Ankle, Initial Encounter   | 478.00                         | 182.11                        | 0.00                      | 0.00                    | 0.00                  | 0.00                  | 295.89                      |
| 01/0                 | 03/2016        | Impingement Syndrome Of Right Shoulder   | 278.00                         | 102.92                        | 0.00                      | 0.00                    | 0.00                  | 0.00                  | 175.08                      |
| 08/2                 | 24/2015        | Enthesopathy Of Ankle And Tarsus, Unspecified  | 100.00                         | 0.00                          | 0.00                      | 0.00                    | 0.00                  | 0.00                  | 100.00                      |
| 10/0                 | /04/2015       | Pain In Right Ankle And Joints Of Right Foot   | 778.00                         | 353.48                        | 40.61                     | 0.00                    | 0.00                  | 0.00                  | 383.91                      |
| 12/2                 | 26/2015        | Sprain Of Other Ligament Of Right Ankle, Initial Encounter   | 210.00                         | 77.80                         | 64.66                     | 0.00                    | 0.00                  | 0.00                  | 67.54                       |
| 08/2                 | 24/2015        | Sprain Of Metacarpophalangeal Joint Of Left Thumb,<br>Subsequent Encounter                                   | 105.00                         | 24.23                         | 64.62                     | 0.00                    | 0.00                  | 0.00                  | 16.15                       |
|                      |                | TOTAL: BASKETBALL  | \$3,649.00                     | \$1,546.53                    | \$267.99                  | \$0.00                  | \$0.00                | \$0.00                | \$1,834.48                  |
| tivity: CHEERLEADING | i              |  |                                |                               |                           |                         |                       |                       |                             |
| 12/2                 | 20/2015        | Sprain Of Other Ligament Of Left Ankle, Initial Encounter  | 198.00                         | 44.14                         | 0.00                      | 0.00                    | 0.00                  | 0.00                  | 153.86                      |
| 07/                  | 15/2016        | Displaced Fracture Of Lateral Condyle Of Left Tibia, Initial<br>Encounter For Closed Fracture                | 41,493.58                      | 25,863.87                     | 13,700.09                 | 0.00                    | 0.00                  | 0.00                  | 1,929.62                    |
|                      |                | TOTAL: CHEERLEADING  | \$41,691.58                    | \$25,908.01                   | \$13,700.09               | \$0.00                  | \$0.00                | \$0.00                | \$2,083.48                  |
| tivity: CROSS COUNTR | <b>Y</b>       |  |                                |                               |                           |                         |                       |                       |                             |
| 07/2                 | 25/2016        | Pain In Left Leg   | 3,694.25                       | 0.00                          | 0.00                      | 1,733.80                | 1,145.40              | 0.00                  | 815.05                      |
| 08/3                 | /30/2015       | Peroneal Tendinitis, Left Leg  | 2,993.96                       | 306.55                        | 456.80                    | 1,960.35                | 1.95                  | 0.00                  | 268.31                      |
| 08/2                 | /20/2015       | Stress Fracture, Right Femur, Subsequent Encounter For Fracture With Routine Healing                         | 963.41                         | 0.00                          | 0.00                      | 0.00                    | 333.69                | 0.00                  | 629.72                      |

 $<sup>\</sup>ensuremath{^{***}}$  - When applicable, Total Paid includes New York Surcharges and Repricing Fees

<sup>-</sup> Class 5 Claims are not included in other claims totals (2017 and later)

## Mutual Of Omaha Insurance Company Fully Insured Plans Paid Claims Experience Report (By School)

\*\*\* MUTUAL CONFIDENTIAL \*\*\*



|                    |                  |   |             |                           |                               |                |                     | Pai                 | d Through: 4/30/ |
|--------------------|------------------|---|-------------|---------------------------|-------------------------------|----------------|---------------------|---------------------|------------------|
|                    | Incurred<br>Date | Type of Injury  | Billed      | Other Insurance Discounts | Other<br>Insurance<br>Payment | Not<br>Covered | Repriced<br>Savings | Total<br>Deductible | ***Total<br>Paid |
|                    | 01/26/2016       | Strain Of Muscle, Fascia And Tendon Of Left Hip, Initial                | 1,504.00    | 0.00                      | 0.00                          | 902.40         | 0.00                | 0.00                | 601.60           |
|                    | 10/03/2015       | Encounter Other Specified Joint Disorders, Right Knee                   | 2,592.44    | 1,608.12                  | 307.46                        | 0.00           | 0.00                | 0.00                | 676.86           |
|                    | 10/00/2010       | TOTAL: CROSS COUNTRY  | \$11,748.06 | \$1,914.67                | \$764.26                      | \$4,596.55     | \$1,481.04          | \$0.00              | \$2,991.54       |
|                    |                  |   | <b>, ,</b>  | <b>*</b> 3,0 1 3301       | *********                     | * -,           | * -,                | *****               | <b>+=,</b>       |
| ctivity: GENERAL A |                  | Dein la Laft Konn   | 4 044 00    | 0.00                      | 0.00                          | 4 044 00       | 0.00                | 0.00                | 0.00             |
|                    | 12/01/2015       | Pain In Left Knee   | 1,241.00    | 0.00                      | 0.00                          | 1,241.00       | 0.00                | 0.00                | 0.00             |
|                    |                  | TOTAL: GENERAL ACCIDENT   | \$1,241.00  | \$0.00                    | \$0.00                        | \$1,241.00     | \$0.00              | \$0.00              | \$0.00           |
| ctivity: SOCCER    |                  |   |             |                           |                               |                |                     |                     |                  |
|                    | 06/02/2016       | Sprain Of Unspecified Parts Of Lumbar Spine And Pelvis, Initial         | 297.00      | 103.28                    | 0.00                          | 0.00           | 0.00                | 0.00                | 193.72           |
|                    | 10/03/2015       | Encounter Contusion Of Left Knee, Initial Encounter                     | 300.00      | 151.75                    | 0.00                          | 0.00           | 0.00                | 0.00                | 148.25           |
|                    | 09/22/2015       | Other Tear Of Lateral Meniscus, Current Injury, Left Knee, Initial      | 13,416.08   | 1,001.46                  | 5,000.00                      | 0.00           | 2,665.70            | 0.00                | 4,748.92         |
|                    | 10/17/2015       | Encounter<br>Ingrowing Nail   | 490.00      | 158.10                    | 0.00                          | 116.00         | 0.00                | 0.00                | 215.90           |
|                    | 10/17/2015       | Pain In Right Shoulder  | 234.00      | 116.03                    | 0.00                          | 0.00           | 0.00                | 0.00                | 117.97           |
|                    | 08/09/2015       | Medial Collateral Ligament Of Knee                                      | 460.00      | 221.53                    | 0.00                          | 0.00           | 0.00                | 0.00                | 238.47           |
|                    | 10/31/2015       | Bursitis Of Left Shoulder   | 19,403.86   | 7,061.30                  | 7,353.62                      | 0.00           | 0.00                | 0.00                | 4,988.94         |
|                    | 11/02/2015       | Sprain Of Other Ligament Of Left Ankle, Initial Encounter               | 358.00      | 184.53                    | 0.00                          | 0.00           | 0.00                | 0.00                | 173.47           |
|                    | 04/11/2016       | Achilles Tendinitis, Left Leg   | 2,441.00    | 844.36                    | 0.00                          | 979.00         | 0.00                | 0.00                | 617.64           |
|                    | 08/12/2015       | Flail Joint, Left Ankle And Foot  | 27,881.54   | 4,046.67                  | 4,503.49                      | 4,716.60       | 808.55              | 0.00                | 13,806.23        |
|                    | 04/07/2016       | Contusion Of Right Ankle, Initial Encounter                             | 292.00      | 121.71                    | 0.00                          | 0.00           | 0.00                | 0.00                | 170.29           |
|                    | J-7/01/2010      | TOTAL: SOCCER   | \$65,573.48 | \$14,010.72               | \$16,857.11                   | \$5,811.60     | \$3,474.25          | \$ <b>0.00</b>      | \$25,419.80      |
|                    |                  | TOTAL GOODEN  | ψου,υ 1 υτυ | Ψ17,010.72                | ψ10,007.11                    | ψ5,511.50      | ψ0,-120             | ψ0.00               | Ψ20, τισ.σσ      |
| ctivity: SOFTBALL  | 00//6/22:        |   |             |                           | _ ,                           |                |                     |                     |                  |
|                    | 02/19/2016       | Patellar Tendinitis, Left Knee  | 11,499.98   | 2,349.11                  | 7,465.09                      | 0.00           | 0.00                | 0.00                | 1,685.78         |
|                    | 04/29/2016       | Ulnar Collateral Ligament Sprain Of Left Elbow, Subsequent<br>Encounter | 2,422.00    | 1,460.39                  | 789.67                        | 0.00           | 0.00                | 0.00                | 171.94           |
|                    | 09/04/2015       | Wrist   | 439.00      | 177.54                    | 0.00                          | 0.00           | 0.00                | 0.00                | 261.46           |
|                    | 09/04/2015       | Pain In Joint, Shoulder Region  | 1,855.00    | 761.60                    | 0.00                          | 0.00           | 0.00                | 0.00                | 1,093.40         |
|                    | 01/14/2016       | Bursitis Of Right Shoulder  | 2,557.00    | 1,635.62                  | 182.66                        | 0.00           | 0.00                | 0.00                | 738.72           |

 $<sup>\</sup>ensuremath{^{***}}$  - When applicable, Total Paid includes New York Surcharges and Repricing Fees

<sup>-</sup> Class 5 Claims are not included in other claims totals (2017 and later)

## Mutual Of Omaha Insurance Company Fully Insured Plans Paid Claims Experience Report (By School)

\*\*\* MUTUAL CONFIDENTIAL \*\*\*



**Paid Through: 4/30/2019** Other Other \*\*\*Total Incurred Insurance Not Repriced Total Insurance **Deductible** Date Type of Injury **Billed Discounts Payment** Covered Savings Paid \$8,437.42 \$0.00 TOTAL: SOFTBALL \$18,772.98 \$6,384.26 \$0.00 \$0.00 \$3,951.30 **Activity: TENNIS** 04/09/2016 Sprain Of Tarsometatarsal Ligament Of Right Foot, Initial 2,027.00 969.38 0.00 0.00 0.00 0.00 1,057.62 02/05/2016 Superior Glenoid Labrum Lesion Of Right Shoulder, 31,832.16 0.00 3,850.42 0.00 6,703.54 0.00 21,278.20 Subsequent Encounter 08/27/2015 Pain In Left Knee 816.00 490.96 227.52 0.00 0.00 0.00 97.52 394.90 09/02/2015 Low Back Pain 1,787.04 400.00 0.00 0.00 0.00 992.14 TOTAL: TENNIS \$36,462.20 \$1,855.24 \$4,477.94 \$0.00 \$6,703.54 \$0.00 \$23,425.48 Activity: TRACK (ANY RUNNING COMPETITION) 04/05/2016 Trochanteric Bursitis, Right Hip 2,156.00 985.84 149.28 0.00 0.00 0.00 1,020.88 09/21/2015 Pain In Right Shoulder 190.71 69.29 165.00 425.00 0.00 0.00 0.00 08/24/2015 Strain Of Muscle, Fascia And Tendon Of The Posterior Muscle 2,021.17 0.00 0.00 704.34 1,316.83 0.00 0.00 Group At Thigh Level, Right Thigh, Initial Encounter Other Tear Of Medial Meniscus, Current Injury, Right Knee, 597.56 09/30/2015 2,181.00 1,491.86 91.58 0.00 0.00 0.00 Subsequent Encounter 1.295.00 250.00 04/25/2016 Pain In Right Leg 1.945.17 400.17 0.00 0.00 0.00 02/05/2016 Spondylosis Without Myelopathy Or Radiculopathy, Lumbar 9.377.78 4.737.03 4.518.90 53.71 68.14 0.00 0.00 Region 08/26/2015 Pain In Unspecified Thigh 1,456.00 681.75 696.92 0.00 0.00 0.00 77.33 03/15/2016 Pain In Right Knee 1.834.00 1,485.60 0.00 0.00 348.40 0.00 0.00 04/28/2016 Pain In Right Lower Leg 1.459.00 879.06 0.00 0.00 579.94 0.00 0.00 269.56 03/21/2016 Sprain Of Other Ligament Of Right Ankle, Initial Encounter 573.00 258.47 0.00 0.00 0.00 44.97 TOTAL: TRACK (ANY RUNNING COMPETITION) \$23,428.12 \$10,903.45 \$2,614.25 \$68.14 \$704.34 \$0.00 \$9,137.94 **Activity: UNKNOWN** 0.00 10/15/2015 Unknown 1,964.00 0.00 1,964.00 0.00 0.00 0.00 TOTAL: UNKNOWN \$1,964.00 \$0.00 \$0.00 \$1,964.00 \$0.00 \$0.00 \$0.00 **Activity: VOLLEYBALL** 09/04/2015 Lesion Of Ulnar Nerve, Left Upper Limb 216.00 80.81 105.19 0.00 0.00 0.00 30.00

Unspecified Site Of Ankle Sprain

09/18/2015

Report: RPT SR UND 022

360.34

1.234.08

0.00

0.00

0.00

196.76

1.791.18

<sup>\*\*\* -</sup> When applicable, Total Paid includes New York Surcharges and Repricing Fees

<sup>-</sup> Class 5 Claims are not included in other claims totals (2017 and later)

## Mutual Of Omaha Insurance Company Fully Insured Plans Paid Claims Experience Report (By School)

\*\*\* MUTUAL CONFIDENTIAL \*\*\*



**Paid Through: 4/30/2019** Other Other \*\*\*Total Incurred **Insurance** Insurance Not Repriced Total **Date** Type of Injury **Billed Discounts** Covered Savings **Deductible** Paid **Payment** 08/07/2015 Unspecified Rotator Cuff Tear Or Rupture Of Left Shoulder, Not 2,401.00 1,409.25 434.97 0.00 556.78 0.00 0.00 Specified As Traumatic 08/26/2015 Knee 2.561.00 1,488.09 0.00 0.00 0.00 1,072.91 0.00 11/04/2015 Other Tear Of Unspecified Meniscus, Current Injury, Right 18.891.43 5,558.72 7.588.83 0.00 0.00 0.00 5,743.88 Knee Initial Encounter TOTAL: VOLLEYBALL \$25.860.61 \$8.897.21 \$9.363.07 \$0.00 \$0.00 \$0.00 \$7.600.33 **TOTAL FOR POLICY YEAR: 2015** \$240.618.75 \$75.554.87 \$58.034.29 \$14.334.69 \$12,363,17 \$0.00 \$80.331.73 Policy Year: 2014 **Activity: BASEBALL** 01/13/2015 Closed Fracture Of One Or More Phalanges Of Foot 984.00 0.00 0.00 0.00 0.00 984.00 0.00 Sprain Of Foot, Unspecified Site 215.00 81.27 0.00 0.00 133.73 03/08/2015 0.00 0.00 04/11/2015 Closed, Middle Or Proximal Phalanx Or Phalanges 961.00 533.10 412.90 0.00 0.00 0.00 15.00 08/28/2014 Pain In Joint, Upper Arm 2,642.00 1,627.73 0.00 0.00 0.00 0.00 1,014.27 09/26/2014 Pain In Joint, Upper Arm 1,478.00 655.37 0.00 0.00 0.00 0.00 822.63 08/20/2014 Superior Glenoid Labrum Lesion 28,442.87 19,725.50 7,413.16 109.00 0.00 0.00 1,195.21 10/11/2014 Bicipital Tenosynovitis 300.00 125.09 0.00 0.00 0.00 0.00 174.91 TOTAL: BASEBALL \$35,022.87 \$22,748.06 \$7,826.06 \$1,093.00 \$0.00 \$0.00 \$3,355.75 **Activity: BASKETBALL** Tooth (Broken) (Fractured) (Due To Trauma), Without Mention 1,036.00 2,507.20 6,363.64 12/07/2014 10,113.00 206.16 0.00 0.00 Of Complication 01/03/2015 Metatarsophalangeal (Joint) 568.00 291.89 47.93 0.00 0.00 0.00 228.18 2,989.50 12/17/2014 Nonunion Of Fracture 14,416.77 2,883.36 8,543.91 0.00 0.00 0.00 492.48 09/02/2014 Osteoarthrosis, Localized, Primary, Lower Leg 3.237.00 1.804.35 940.17 0.00 0.00 0.00 02/17/2015 Pain In Joint, Ankle And Foot 210.00 77.80 0.00 0.00 132.20 0.00 0.00 11/09/2014 Medial Collateral Ligament Of Knee 460.00 126.01 0.00 182.24 151.75 0.00 0.00 11/06/2014 Calcaneofibular (Ligament) 738.00 374.57 0.00 0.00 0.00 0.00 363.43

06/02/2015

Report: RPT SR UND 022

Other Joint Derangement, Not Elsewhere Classified, Lower Leg

TOTAL: BASKETBALL

790.90

\$7.410.62

649.33

\$12.814.55

0.00

\$206.16

0.00

\$0.00

0.00

\$0.00

320.77

\$11,072.44

1.761.00

\$31,503.77

<sup>\*\*\* -</sup> When applicable, Total Paid includes New York Surcharges and Repricing Fees

<sup>-</sup> Class 5 Claims are not included in other claims totals (2017 and later)

## Mutual Of Omaha Insurance Company Fully Insured Plans Paid Claims Experience Report (By School)

\*\*\* MUTUAL CONFIDENTIAL \*\*\*



**Paid Through: 4/30/2019** 

|                         |            |   |             |             |             | ı an     | a inrougn: 4/30 |            |                |
|-------------------------|------------|---|-------------|-------------|-------------|----------|-----------------|------------|----------------|
|                         |            |   |             | Other       | Other       |          |                 | _ , .      |                |
|                         | Incurred   |   | B.11. 1     | Insurance   | Insurance   | Not      | Repriced        | Total      | ***Total       |
| A a 411 vite v. CUEEDLE | Date       | Type of Injury  | Billed      | Discounts   | Payment     | Covered  | Savings         | Deductible | Paid           |
| Activity: CHEERLE       |            | Other Physical Thereny  | 21,973.66   | 10 744 26   | 10,676.36   | 0.00     | 0.00            | 0.00       | 553.04         |
|                         | 10/08/2014 | Other Physical Therapy  | •           | 10,744.26   | ,           | 0.00     |                 | 0.00       |                |
|                         | 09/10/2014 | Concussion, Unspecified   | 198.00      | 44.14       | 0.00        | 0.00     | 0.00            | 0.00       | 153.86         |
|                         | 09/24/2014 | Carpometacarpal (Joint)   | 297.00      | 163.24      | 0.00        | 0.00     | 0.00            | 0.00       | 133.76         |
|                         | 08/19/2014 | Other Joint Derangement, Not Elsewhere Classified, Ankle And Foot         | 27,220.61   | 14,805.62   | 10,630.13   | 0.00     | 0.00            | 0.00       | 1,784.86       |
|                         | 01/05/2015 | Stress Fracture Of Tibia Or Fibula  | 1,530.00    | 752.91      | 0.00        | 0.00     | 0.00            | 0.00       | 777.09         |
|                         | 01/05/2015 | Ulna (Alone)  | 1,590.00    | 903.78      | 90.78       | 0.00     | 0.00            | 0.00       | 595.44         |
|                         | 03/18/2015 | Closed, Metacarpal Bone(S), Site Unspecified                              | 1,145.00    | 547.57      | 102.40      | 0.00     | 0.00            | 0.00       | 495.03         |
|                         |            | TOTAL: CHEERLEADING   | \$53,954.27 | \$27,961.52 | \$21,499.67 | \$0.00   | \$0.00          | \$0.00     | \$4,493.08     |
| Activity: CROSS CO      | DUNTRY     |   |             |             |             |          |                 |            |                |
| ioning, oncoo           | 09/08/2014 | Lateral Epicondylitis   | 1,512.37    | 526.05      | 301.80      | 0.00     | 0.00            | 0.00       | 684.52         |
|                         |            | TOTAL: CROSS COUNTRY  | \$1,512.37  | \$526.05    | \$301.80    | \$0.00   | \$0.00          | \$0.00     | \$684.52       |
| Activity CENERAL        | ACCIDENT   |   |             |             |             |          |                 |            |                |
| Activity: GENERAL       | 10/20/2014 | Pain In Joint, Upper Arm  | 221.00      | 0.00        | 0.00        | 221.00   | 0.00            | 0.00       | 0.00           |
|                         | 10/20/2014 | • • • •   |             |             |             |          |                 |            | \$ <b>0.00</b> |
|                         |            | TOTAL: GENERAL ACCIDENT   | \$221.00    | \$0.00      | \$0.00      | \$221.00 | \$0.00          | \$0.00     | \$0.00         |
| Activity: SOCCER        |            |   |             |             |             |          |                 |            |                |
|                         | 09/05/2014 | Elbow, Forearm, And Wrist   | 210.00      | 80.34       | 94.69       | 0.00     | 0.00            | 0.00       | 34.97          |
|                         | 09/17/2014 | Superior Glenoid Labrum Lesion Of Right Shoulder,<br>Subsequent Encounter | 32,155.48   | 15,209.87   | 13,450.06   | 0.00     | 0.00            | 0.00       | 3,495.55       |
|                         | 10/24/2014 | Concussion, Unspecified   | 116.00      | 23.02       | 0.00        | 0.00     | 0.00            | 0.00       | 92.98          |
|                         | 09/15/2014 | Pain In Joint, Lower Leg  | 1,241.00    | 931.58      | 0.00        | 0.00     | 0.00            | 0.00       | 309.42         |
|                         | 04/15/2015 | Hand(S)   | 210.00      | 77.00       | 106.40      | 0.00     | 0.00            | 0.00       | 26.60          |
|                         | 08/13/2014 | Concussion, Unspecified   | 83.00       | 25.30       | 0.00        | 0.00     | 0.00            | 0.00       | 57.70          |
|                         | 09/09/2014 | Finger  | 1,645.00    | 1,057.27    | 22.16       | 0.00     | 0.00            | 0.00       | 565.57         |
|                         | 08/13/2014 | Cruciate Ligament Of Knee   | 23,111.69   | 8,930.81    | 11,372.17   | 0.00     | 0.00            | 0.00       | 2,808.71       |
|                         | 09/02/2014 | Knee  | 1,772.00    | 1,196.36    | 0.00        | 0.00     | 0.00            | 0.00       | 575.64         |
|                         | 08/21/2014 | Pain In Joint. Ankle And Foot   | 5,640.00    | 3,055.18    | 1,908.10    | 0.00     | 0.00            | 0.00       | 676.72         |

<sup>\*\*\* -</sup> When applicable, Total Paid includes New York Surcharges and Repricing Fees

<sup>-</sup> Class 5 Claims are not included in other claims totals (2017 and later)

## Mutual Of Omaha Insurance Company Fully Insured Plans Paid Claims Experience Report (By School)

\*\*\* MUTUAL CONFIDENTIAL \*\*\*



Paid Through: 4/30/2019

|                      |                  |   |              |                                 |                               |                | d inrough: 4/30     |                     |                  |
|----------------------|------------------|---|--------------|---------------------------------|-------------------------------|----------------|---------------------|---------------------|------------------|
|                      | Incurred<br>Date | Type of Injury  | Billed       | Other<br>Insurance<br>Discounts | Other<br>Insurance<br>Payment | Not<br>Covered | Repriced<br>Savings | Total<br>Deductible | ***Total<br>Paid |
|                      | 10/10/2014       | Hand(S)   | 210.00       | 83.16                           | 0.00                          | 0.00           | 0.00                | 0.00                | 126.84           |
|                      | 08/14/2014       | Superior Glenoid Labrum Lesion                          | 19,618.31    | 1,961.79                        | 14,689.98                     | 0.00           | 0.00                | 0.00                | 2,966.54         |
|                      | 11/06/2014       | Headache  | 198.00       | 44.14                           | 0.00                          | 0.00           | 0.00                | 0.00                | 153.86           |
|                      | 08/05/2014       | Stiffness Of Joint, Not Elsewhere Classified, Lower Leg | 6,953.03     | 4,349.93                        | 165.42                        | 0.00           | 0.00                | 0.00                | 2,437.68         |
|                      | 08/28/2014       | Fracture Of Metatarsal Bone(S), Closed                  | 4,950.00     | 0.00                            | 0.00                          | 4,950.00       | 0.00                | 0.00                | 0.00             |
|                      | 08/21/2014       | With No Loss Of Consciousness                           | 2,391.18     | 1,662.18                        | 0.00                          | 0.00           | 0.00                | 0.00                | 729.00           |
|                      |                  | TOTAL: SOCCER   | \$100,504.69 | \$38,687.93                     | \$41,808.98                   | \$4,950.00     | \$0.00              | \$0.00              | \$15,057.78      |
| activity: SOFTBALL   |                  |   |              |                                 |                               |                |                     |                     |                  |
| •                    | 02/07/2015       | Sprain Of Foot, Unspecified Site                        | 210.00       | 83.50                           | 0.00                          | 0.00           | 0.00                | 0.00                | 126.50           |
|                      | 04/11/2015       | Enlarged Lymph Nodes, Unspecified                       | 566.21       | 19.46                           | 0.00                          | 450.21         | 0.00                | 0.00                | 96.54            |
|                      | 10/16/2014       | Other Sprains And Strains Of Hand                       | 272.00       | 80.83                           | 0.00                          | 0.00           | 0.00                | 0.00                | 191.17           |
|                      | 01/14/2015       | Lumbar  | 364.00       | 125.85                          | 0.00                          | 0.00           | 0.00                | 0.00                | 238.15           |
|                      |                  | TOTAL: SOFTBALL   | \$1,412.21   | \$309.64                        | \$0.00                        | \$450.21       | \$0.00              | \$0.00              | \$652.36         |
| activity: TENNIS     |                  |   |              |                                 |                               |                |                     |                     |                  |
| •                    | 02/23/2015       | Sprain Of Wrist, Unspecified Site                       | 270.00       | 87.13                           | 0.00                          | 0.00           | 0.00                | 0.00                | 182.87           |
|                      | 04/24/2015       | Other Dislocation Of Unspecified Patella, Subsequent    | 16,556.07    | 6,444.70                        | 8,080.88                      | 0.00           | 0.00                | 0.00                | 2,030.49         |
|                      |                  | Encounter TOTAL: TENNIS                                 | \$16,826.07  | \$6,531.83                      | \$8,080.88                    | \$0.00         | \$0.00              | \$0.00              | \$2,213.36       |
| activity: TRACK (AN' | Y RUNNING        | COMPETITION)  |              |                                 |                               |                |                     |                     |                  |
|                      | 05/16/2015       | Unspecified Site Of Knee And Leg                        | 476.00       | 165.71                          | 0.00                          | 0.00           | 0.00                | 0.00                | 310.29           |
|                      | 05/16/2015       | Other Specified Sites Of Hip And Thigh                  | 286.00       | 212.38                          | 0.00                          | 0.00           | 0.00                | 0.00                | 73.62            |
|                      | 02/25/2015       | Pain In Joint, Ankle And Foot                           | 2,681.00     | 1,305.12                        | 438.87                        | 0.00           | 0.00                | 0.00                | 937.01           |
|                      | 09/21/2014       | Pain In Limb  | 1,814.00     | 888.58                          | 742.87                        | 0.00           | 0.00                | 0.00                | 182.55           |
|                      | 09/08/2014       | Disorders Of Sacrum                                     | 1,781.00     | 823.51                          | 820.51                        | 0.00           | 0.00                | 0.00                | 136.98           |
|                      |                  | TOTAL: TRACK (ANY RUNNING COMPETITION)                  | \$7,038.00   | \$3,395.30                      | \$2,002.25                    | \$0.00         | \$0.00              | \$0.00              | \$1,640.45       |
| activity: VOLLEYBAL  | L                |   |              |                                 |                               |                |                     |                     |                  |
| .oursey. Toller DAL  |                  |   |              |                                 |                               |                |                     |                     |                  |

<sup>\*\*\* -</sup> When applicable, Total Paid includes New York Surcharges and Repricing Fees

<sup>-</sup> Class 5 Claims are not included in other claims totals (2017 and later)

## Mutual Of Omaha Insurance Company Fully Insured Plans Paid Claims Experience Report (By School)

\*\*\* MUTUAL CONFIDENTIAL \*\*\*



|                      |                  |   |              |                           |                               |                |                     | Paid Through: 4/30/2019 |                  |  |
|----------------------|------------------|---|--------------|---------------------------|-------------------------------|----------------|---------------------|-------------------------|------------------|--|
|                      | Incurred<br>Date | Type of Injury  | Billed       | Other Insurance Discounts | Other<br>Insurance<br>Payment | Not<br>Covered | Repriced<br>Savings | Total<br>Deductible     | ***Total<br>Paid |  |
|                      | 09/29/2014       | Pain In Joint, Lower Leg  | 1,588.00     | 922.36                    | 156.67                        | 0.00           | 0.00                | 0.00                    | 508.97           |  |
|                      |                  | TOTAL: VOLLEYBALL   | \$8,273.00   | \$4,238.63                | \$3,042.67                    | \$0.00         | \$0.00              | \$0.00                  | \$991.70         |  |
| TOTAL FOR POLICY YEA | AR: 2014         |   | \$256,268.25 | \$111,809.58              | \$97,376.86                   | \$6,920.37     | \$0.00              | \$0.00                  | \$40,161.44      |  |
| Policy Year: 2013    |                  |   |              |                           |                               |                |                     |                         |                  |  |
| Activity: BASEBALL   |                  |   |              |                           |                               |                |                     |                         |                  |  |
|                      | 05/04/2014       | Ulnar Collateral Ligament Sprain Of Right Elbow, Subsequent Encounter       | 66,270.59    | 31,011.21                 | 23,532.87                     | 453.00         | 495.55              | 0.00                    | 10,777.96        |  |
|                      | 05/17/2014       | Tooth (Broken) (Fractured) (Due To Trauma), Without Mention Of Complication | 20,306.21    | 5,020.60                  | 5,000.00                      | 586.82         | 910.80              | 0.00                    | 8,787.99         |  |
|                      | 09/27/2013       | Knee, Leg, Ankle, And Foot  | 9,213.62     | 2,035.83                  | 4,112.75                      | 0.00           | 0.00                | 0.00                    | 3,065.04         |  |
|                      | 03/25/2014       | Olecranon Process Of Ulna   | 1,677.71     | 613.65                    | 214.14                        | 0.00           | 0.00                | 0.00                    | 849.92           |  |
|                      | 04/28/2014       | Patellar Tendinitis   | 910.00       | 504.24                    | 79.32                         | 0.00           | 0.00                | 0.00                    | 326.44           |  |
|                      |                  | TOTAL: BASEBALL   | \$98,378.13  | \$39,185.53               | \$32,939.08                   | \$1,039.82     | \$1,406.35          | \$0.00                  | \$23,807.35      |  |
| Activity: BASKETBAL  | LL               |   |              |                           |                               |                |                     |                         |                  |  |
|                      | 06/06/2014       | Other Chest Pain  | 681.00       | 142.46                    | 260.57                        | 0.00           | 0.00                | 0.00                    | 277.97           |  |
|                      | 02/08/2014       | Backache, Unspecified   | 2,831.00     | 1,203.00                  | 434.28                        | 0.00           | 0.00                | 0.00                    | 1,193.72         |  |
|                      | 10/17/2013       | Other Sprains And Strains Of Ankle  | 116.00       | 53.50                     | 43.75                         | 0.00           | 0.00                | 0.00                    | 18.75            |  |
|                      | 11/17/2013       | Pain In Joint, Lower Leg  | 1,241.00     | 931.58                    | 265.36                        | 0.00           | 0.00                | 0.00                    | 44.06            |  |
|                      | 09/27/2013       | Effusion Of Joint, Lower Leg  | 1,623.00     | 691.86                    | 0.00                          | 0.00           | 0.00                | 0.00                    | 931.14           |  |
|                      | 02/28/2014       | Unspecified Site Of Ankle Sprain  | 292.00       | 153.61                    | 0.00                          | 0.00           | 0.00                | 0.00                    | 138.39           |  |
|                      |                  | TOTAL: BASKETBALL   | \$6,784.00   | \$3,176.01                | \$1,003.96                    | \$0.00         | \$0.00              | \$0.00                  | \$2,604.03       |  |
| Activity: CHEERLEAD  | DING             |   |              |                           |                               |                |                     |                         |                  |  |
|                      | 09/14/2013       | Pain In Joint, Ankle And Foot   | 210.00       | 160.73                    | 23.97                         | 0.00           | 0.00                | 0.00                    | 25.30            |  |
|                      |                  | TOTAL: CHEERLEADING   | \$210.00     | \$160.73                  | \$23.97                       | \$0.00         | \$0.00              | \$0.00                  | \$25.30          |  |
| Activity: CROSS COL  | JNTRY            |   |              |                           |                               |                |                     |                         |                  |  |
|                      | 09/23/2013       | Unspecified Site Of Knee And Leg  | 1,343.00     | 573.13                    | 0.00                          | 0.00           | 0.00                | 0.00                    | 769.87           |  |
|                      | 09/11/2013       | Unspecified Site Of Knee And Leg  | 550.00       | 0.00                      | 0.00                          | 0.00           | 0.00                | 0.00                    | 550.00           |  |

 $<sup>\</sup>ensuremath{^{****}}$  - When applicable, Total Paid includes New York Surcharges and Repricing Fees

<sup>-</sup> Class 5 Claims are not included in other claims totals (2017 and later)

## Mutual Of Omaha Insurance Company Fully Insured Plans Paid Claims Experience Report (By School)

\*\*\* MUTUAL CONFIDENTIAL \*\*\*



Paid Through: 4/30/2019

|                    | Incurred<br>Date | Type of Injury                                  | Billed       | Other<br>Insurance<br>Discounts | Other<br>Insurance<br>Payment | Not<br>Covered | Repriced<br>Savings | Total<br>Deductible | ***Total<br>Paid |
|--------------------|------------------|---|--------------|---------------------------------|-------------------------------|----------------|---------------------|---------------------|------------------|
|                    | Date             | TOTAL: CROSS COUNTRY                            | \$1,893.00   | \$573.13                        | \$0.00                        | \$0.00         | \$0.00              | \$0.00              | \$1,319.87       |
| Activity: SOCCER   |                  |   |              |                                 |                               |                |                     |                     |                  |
|                    | 10/14/2013       | Rotator Cuff (Capsule)                          | 15,995.42    | 2,193.63                        | 11,250.67                     | 0.00           | 0.00                | 0.00                | 2,551.12         |
|                    | 01/29/2014       | Pain In Joint, Lower Leg                        | 9,178.35     | 3.79                            | 7,987.10                      | 0.00           | 0.00                | 0.00                | 1,187.46         |
|                    | 08/23/2013       | Pain In Joint, Lower Leg                        | 1,704.00     | 945.81                          | 682.38                        | 0.00           | 0.00                | 0.00                | 75.81            |
|                    | 09/06/2013       | Closed, Navicular [Scaphoid] Of Wrist           | 1,390.00     | 752.88                          | 508.15                        | 0.00           | 0.00                | 0.00                | 128.97           |
|                    | 08/23/2013       | Unspecified Site Injury                         | 1,764.00     | 1,186.04                        | 0.00                          | 0.00           | 0.00                | 0.00                | 577.96           |
|                    | 04/19/2014       | Other Fractures Of Distal End Of Radius (Alone) | 1,603.82     | 666.84                          | 0.00                          | 0.00           | 67.46               | 0.00                | 869.52           |
|                    | 09/29/2013       | Cruciate Ligament Of Knee                       | 18,311.08    | 7,728.98                        | 9,573.51                      | 0.00           | 0.00                | 0.00                | 1,008.59         |
|                    | 10/21/2013       | Sprain Of Wrist, Unspecified Site               | 589.00       | 253.84                          | 260.04                        | 0.00           | 0.00                | 0.00                | 75.12            |
|                    | 09/03/2013       | Unspecified Site Of Knee And Leg                | 780.00       | 127.66                          | 0.00                          | 0.00           | 0.00                | 0.00                | 652.34           |
|                    | 10/15/2013       | Pain In Joint, Forearm                          | 2,880.93     | 1,781.50                        | 0.00                          | 0.00           | 4.56                | 0.00                | 1,094.87         |
|                    | 08/07/2013       | Medial Collateral Ligament Of Knee              | 300.00       | 145.01                          | 139.60                        | 0.00           | 0.00                | 0.00                | 15.39            |
|                    | 10/03/2013       | Other Sprains And Strains Of Wrist              | 408.00       | 132.91                          | 148.47                        | 0.00           | 0.00                | 0.00                | 126.62           |
|                    | 04/08/2014       | Pain In Joint, Lower Leg                        | 1,241.00     | 557.03                          | 67.18                         | 0.00           | 0.00                | 0.00                | 616.79           |
|                    | 08/16/2013       | Closed, Navicular [Scaphoid] Of Wrist           | 1,489.00     | 981.35                          | 0.00                          | 0.00           | 0.00                | 0.00                | 507.65           |
|                    | 09/24/2013       | Cruciate Ligament Of Knee                       | 25,758.81    | 14,725.88                       | 9,310.31                      | 0.00           | 0.00                | 0.00                | 1,722.62         |
|                    | 08/07/2013       | Sprain Of Foot, Unspecified Site                | 358.00       | 205.83                          | 121.74                        | 0.00           | 0.00                | 0.00                | 30.43            |
|                    | 08/19/2013       | Acquired Deformity Of Other Specified Site      | 24,948.23    | 3,903.51                        | 3,633.78                      | 0.00           | 3,517.22            | 0.00                | 13,893.72        |
|                    | 10/15/2013       | Carpal Tunnel Syndrome                          | 907.00       | 450.64                          | 0.00                          | 0.00           | 0.00                | 0.00                | 456.36           |
|                    | 02/13/2014       | Malar And Maxillary Bones, Closed               | 37,844.87    | 26,075.20                       | 8,137.93                      | 0.00           | 0.00                | 0.00                | 3,631.74         |
|                    | 10/26/2013       | Pain In Joint, Lower Leg                        | 231.00       | 108.49                          | 98.01                         | 0.00           | 0.00                | 0.00                | 24.50            |
|                    |                  | TOTAL: SOCCER                                   | \$147,682.51 | \$62,926.82                     | \$51,918.87                   | \$0.00         | \$3,589.24          | \$0.00              | \$29,247.58      |
| Activity: SOFTBALL |                  |   |              |                                 |                               |                |                     |                     |                  |
| ioning, con ioniae | 08/26/2013       | Pain In Joint, Pelvic Region And Thigh          | 3,053.00     | 1,984.84                        | 957.24                        | 0.00           | 0.00                | 0.00                | 110.92           |
|                    | 04/09/2014       | Without Mention Of Complication                 | 380.00       | 148.75                          | 0.00                          | 0.00           | 0.00                | 0.00                | 231.25           |

 $<sup>\</sup>ensuremath{^{***}}$  - When applicable, Total Paid includes New York Surcharges and Repricing Fees

<sup>-</sup> Class 5 Claims are not included in other claims totals (2017 and later)

## Mutual Of Omaha Insurance Company Fully Insured Plans Paid Claims Experience Report (By School)

\*\*\* MUTUAL CONFIDENTIAL \*\*\*



Paid Through: 4/30/2019

|                       | Incurred Date 09/22/2013 03/14/2014                                | Type of Injury Without Mention Of Open Wound Into Cavity, Massive Parenchymal Disruption Sprain Of Foot, Unspecified Site   | <b>Billed</b> 93,762.28 744.00  | Other<br>Insurance<br>Discounts<br>52,233.35<br>272.63 | Other<br>Insurance<br>Payment<br>40,528.93            | Not<br>Covered<br>0.00                         | Repriced<br>Savings<br>0.00                           | Total Deductible 0.00 0.00                     | ***Total Paid 1,000.00 94.27                                     |
|-----------------------|--|---|---|--|---|--|---|--|--|
|                       | 01/13/2014<br>01/13/2014<br>01/16/2014                             | Acquired Deformity Of Other Specified Site Pain In Joint, Lower Leg Closed Fracture Of Shaft Of Tibia   | 14,052.63<br>1,092.00<br>8,593.00                                     | 3,405.28<br>507.73<br>3,520.85                         | 8,989.41<br>467.41<br>3,905.66                        | 0.00<br>0.00<br>0.00                           | 0.00<br>0.00<br>0.00                                  | 0.00<br>0.00<br>0.00                           | 1,657.94<br>116.86<br>1,166.49                                   |
|                       | 01/16/2014<br>03/02/2014   | Pain In Joint, Shoulder Region  Metatarsophalangeal (Joint)  TOTAL: SOFTBALL  | 2,135.00<br>568.00<br><b>\$124,379.91</b>                             | 910.98<br>275.58<br><b>\$63,259.99</b>                 | 929.02<br>222.21<br><b>\$56,376.98</b>                | 0.00<br>0.00<br><b>\$0.00</b>                  | 0.00<br>0.00<br><b>\$0.00</b>                         | 0.00<br>0.00<br>\$ <b>0.00</b>                 | 295.00<br>70.21<br><b>\$4,742.94</b>                             |
| Activity: TENNIS      | 03/27/2014   | Other Sprains And Strains Of Hand TOTAL: TENNIS   | 1,709.00<br><b>\$1,709.00</b>   | 367.68<br><b>\$367.68</b>                              | 384.00<br><b>\$384.00</b>                             | 910.00<br><b>\$910.00</b>                      | 0.00<br><b>\$0.00</b>                                 | 0.00<br><b>\$0.00</b>                          | 47.32<br><b>\$47.32</b>  |
| ctivity: TRACK (ANY F |  | COMPETITION)  |   |  |   |  |   |  |  |
|                       | 01/18/2014<br>04/19/2014<br>02/08/2014<br>03/31/2014<br>10/08/2013 | Lumbago Medial Collateral Ligament Of Knee Pain In Joint, Pelvic Region And Thigh Unspecified Site Of Knee And Leg Lumbago TOTAL: TRACK (ANY RUNNING COMPETITION) | 1,649.00<br>3,332.00<br>3,004.67<br>290.00<br>1,945.00<br>\$10,220.67 | 738.85 2,112.21 1,768.08 153.95 1,260.87 \$6,033.96    | 0.00<br>118.86<br>0.00<br>22.85<br>501.00<br>\$642.71 | 0.00<br>0.00<br>0.00<br>0.00<br>0.00<br>\$0.00 | 0.00<br>0.00<br>0.00<br>0.00<br>0.00<br><b>\$0.00</b> | 0.00<br>0.00<br>0.00<br>0.00<br>0.00<br>\$0.00 | 910.15<br>1,100.93<br>1,236.59<br>113.20<br>183.13<br>\$3,544.00 |
| Activity: VOLLEYBALL  |  |   |   |  |   |  |   |  |  |
| ·                     | 09/16/2013<br>09/19/2013<br>02/02/2014                             | Unspecified Site Of Ankle Sprain Pain In Joint, Lower Leg Ganglion Of Joint TOTAL: VOLLEYBALL   | 650.00<br>1,275.00<br>945.00<br><b>\$2,870.00</b>                     | 385.10<br>617.22<br>462.55<br><b>\$1,464.87</b>        | 0.00<br>430.78<br>375.83<br><b>\$806.61</b>           | 0.00<br>0.00<br>0.00<br>\$0.00                 | 0.00<br>0.00<br>0.00<br><b>\$0.00</b>                 | 0.00<br>0.00<br>0.00<br>\$0.00                 | 264.90<br>227.00<br>106.62<br>\$598.52                           |
| TOTAL FOR POLICY YEAR | 2013   |   | \$394,127.22  | \$177,148.72   | \$144,096.18  | \$1,949.82                                     | \$4,995.59  | \$0.00   | \$65,936.91  |
|                       |  |   |   |  |   |  |   |  |  |

Policy Year: 2012

<sup>\*\*\* -</sup> When applicable, Total Paid includes New York Surcharges and Repricing Fees

<sup>-</sup> Class 5 Claims are not included in other claims totals (2017 and later)

## Mutual Of Omaha Insurance Company Fully Insured Plans Paid Claims Experience Report (By School)

\*\*\* MUTUAL CONFIDENTIAL \*\*\*



Paid Through: 4/30/2019

|                       |        |  |            | 0.11             | hou Other       |            |          | Fai        | Palu Illiougii. 4/30/ |  |
|-----------------------|--------|--|------------|------------------|-----------------|------------|----------|------------|-----------------------|--|
| Inci                  | urred  |  |            | Other Insurance  | Other Insurance | Not        | Repriced | Total      | ***Total              |  |
| Da                    | ate    | Type of Injury                               | Billed     | <b>Discounts</b> | <b>Payment</b>  | Covered    | Savings  | Deductible | Paid                  |  |
| ctivity: BASEBALL     |        |  |            |                  |                 |            |          |            |                       |  |
| 03/25                 | 5/2013 | Pain In Joint, Lower Leg                     | 1,812.00   | 708.05           | 993.95          | 0.00       | 0.00     | 0.00       | 110.00                |  |
| 02/02                 | 2/2013 | Ulnar Collateral Ligament                    | 1,063.00   | 502.24           | 0.00            | 0.00       | 0.00     | 0.00       | 560.76                |  |
| 11/19/                | 9/2012 | Without Mention Of Complication, Elbow       | 517.00     | 165.22           | 110.59          | 0.00       | 0.00     | 0.00       | 241.19                |  |
| 09/24                 | 4/2012 | Lumbar                                       | 415.00     | 135.49           | 125.84          | 0.00       | 0.00     | 0.00       | 153.67                |  |
| 01/17                 | 7/2013 | Closed Fracture Of Shaft Of Fibula           | 1,032.00   | 562.94           | 62.15           | 0.00       | 0.00     | 0.00       | 406.91                |  |
|                       |        | TOTAL: BASEBALL                              | \$4,839.00 | \$2,073.94       | \$1,292.53      | \$0.00     | \$0.00   | \$0.00     | \$1,472.53            |  |
| ctivity: BASKETBALL   |        |  |            |                  |                 |            |          |            |                       |  |
| 06/06                 | 6/2013 | Enthesopathy Of Unspecified Site             | 575.00     | 0.00             | 0.00            | 25.00      | 0.00     | 0.00       | 550.00                |  |
| 01/02                 | 2/2013 | Unspecified Site Of Ankle Sprain             | 325.00     | 172.83           | 0.00            | 0.00       | 0.00     | 0.00       | 152.17                |  |
| 07/01                 | 1/2013 | Pain In Joint, Ankle And Foot                | 1,228.00   | 775.03           | 0.00            | 0.00       | 0.00     | 0.00       | 452.97                |  |
| 07/11/                | 1/2012 | Syncope And Collapse                         | 160.00     | 0.00             | 0.00            | 160.00     | 0.00     | 0.00       | 0.00                  |  |
| 12/27                 | 7/2012 | Syncope And Collapse                         | 1,415.11   | 109.91           | 3.09            | 1,152.11   | 0.00     | 0.00       | 150.00                |  |
| 11/02                 | 2/2012 | Unspecified Site Of Knee And Leg             | 457.00     | 284.44           | 0.00            | 0.00       | 0.00     | 0.00       | 172.56                |  |
| 06/23                 | 3/2013 | Dislocation Of Patella, Closed               | 966.00     | 206.26           | 189.74          | 0.00       | 0.00     | 0.00       | 570.00                |  |
| 03/17                 | 7/2013 | Dislocation Of Patella, Closed               | 492.00     | 149.97           | 176.03          | 0.00       | 0.00     | 0.00       | 166.00                |  |
|                       |        | TOTAL: BASKETBALL                            | \$5,618.11 | \$1,698.44       | \$368.86        | \$1,337.11 | \$0.00   | \$0.00     | \$2,213.70            |  |
| ctivity: CHEERLEADING |        |  |            |                  |                 |            |          |            |                       |  |
| 01/05                 | 5/2013 | Closed, Metacarpal Bone(S), Site Unspecified | 906.00     | 381.60           | 0.00            | 0.00       | 0.00     | 0.00       | 524.40                |  |
| 01/05                 | 5/2013 | Neck   | 3,683.58   | 1,789.47         | 1,219.33        | 0.00       | 0.00     | 0.00       | 674.78                |  |
| 01/28                 | 3/2013 | Headache                                     | 633.00     | 162.62           | 0.00            | 0.00       | 0.00     | 0.00       | 470.38                |  |
| 03/06                 | 6/2013 | Sprain Of Hand, Unspecified Site             | 175.42     | 0.00             | 0.00            | 0.00       | 16.70    | 0.00       | 158.72                |  |
| 12/10                 | 0/2012 | Finger(S)                                    | 265.00     | 89.27            | 140.58          | 0.00       | 0.00     | 0.00       | 35.15                 |  |
| 01/28                 | 3/2013 | Closed, Navicular [Scaphoid] Of Wrist        | 1,267.00   | 627.31           | 111.76          | 0.00       | 0.00     | 0.00       | 527.93                |  |
|                       |        | TOTAL: CHEERLEADING                          | \$6,930.00 | \$3,050.27       | \$1,471.67      | \$0.00     | \$16.70  | \$0.00     | \$2,391.36            |  |

**Activity: CROSS COUNTRY** 

<sup>\*\*\* -</sup> When applicable, Total Paid includes New York Surcharges and Repricing Fees

<sup>-</sup> Class 5 Claims are not included in other claims totals (2017 and later)

### Mutual Of Omaha Insurance Company Fully Insured Plans Paid Claims Experience Report (By School)

\*\*\* MUTUAL CONFIDENTIAL \*\*\*



**Paid Through: 4/30/2019** 

Other Other \*\*\*Total Incurred Insurance Insurance Not Repriced Total **Date** Type of Injury **Billed Discounts Payment** Covered Savings **Deductible** Paid 03/11/2013 Lesion Of Plantar Nerve 681.00 510.87 106.41 0.00 63.72 0.00 0.00 11/30/2012 Stress Fracture Of The Metatarsals 590.00 251.84 0.00 0.00 0.00 0.00 338.16 **TOTAL: CROSS COUNTRY** \$1,271.00 \$762.71 \$106.41 \$0.00 \$0.00 \$0.00 \$401.88 **Activity: SOCCER** 08/26/2012 Chest Wall 216.27 0.00 0.00 64.71 0.00 151.56 0.00 Other Enthesopathy Of Ankle And Tarsus 09/02/2012 265.00 141.60 100.10 0.00 0.00 0.00 23.30 04/13/2013 Pain In Joint, Lower Leg 1,854.00 1,086.01 583.48 0.00 0.00 0.00 184.51 04/08/2013 Scar Conditions And Fibrosis Of Skin 13.540.62 4,010.35 5,642.81 0.00 3,887.46 0.00 0.00 03/29/2013 Pain In Limb 4.077.15 2.293.48 957.76 0.00 0.00 0.00 825.91 659.00 203.00 356.00 100.00 10/09/2012 Nasal Bones, Closed 0.00 0.00 0.00 09/19/2012 Unspecified Site Of Ankle Sprain 704.00 293.19 0.00 0.00 0.00 0.00 410.81 10/10/2012 Pain In Joint, Lower Leg 1,343.00 1,060.43 280.24 0.00 0.00 0.00 2.33 04/20/2013 Tarsometatarsal (Joint) (Ligament) 2,837.00 1,505.17 280.19 0.00 0.00 0.00 1,051.64 04/14/2013 Pain In Joint, Pelvic Region And Thigh 1,161.00 441.18 0.00 0.00 0.00 0.00 719.82 TOTAL: SOCCER \$26,657.04 \$11,034.41 \$8,200.58 \$0.00 \$64.71 \$0.00 \$7,357.34 **Activity: SOFTBALL** 456.38 08/22/2012 Medial Collateral Ligament Of Knee 1,978.00 947.55 574.07 0.00 0.00 0.00 TOTAL: SOFTBALL \$1,978.00 \$947.55 \$574.07 \$0.00 \$0.00 \$0.00 \$456.38 **Activity: TENNIS** 03/04/2013 Pain In Joint, Pelvic Region And Thigh 1.426.00 604.60 0.00 0.00 0.00 0.00 821.40 TOTAL: TENNIS \$1,426.00 \$604.60 \$0.00 \$0.00 \$0.00 \$0.00 \$821.40

Activity: TRACK (ANY RUNNING COMPETITION)

**TOTAL FOR POLICY YEAR: 2012** 

Report: RPT SR UND 022

08/22/2012

Lumbago

TOTAL: TRACK (ANY RUNNING COMPETITION)

105.58

\$105.58

\$20,277.50

227.42

\$227.42

\$12,241.54

0.00

\$0.00

\$1,337.11

0.00

\$0.00

\$81.41

0.00

\$0.00

\$0.00

42.00

\$42.00

\$15,156.59

375.00

\$375.00

\$49,094.15

<sup>\*\*\* -</sup> When applicable, Total Paid includes New York Surcharges and Repricing Fees

<sup>-</sup> Class 5 Claims are not included in other claims totals (2017 and later)

# Northern Kentucky University Intercollegiate Sports Questionnaire

|                           |     | nber of<br>nletes | Тур             | e of Spo | rt         |
|---------------------------|-----|-------------------|-----------------|----------|------------|
| SPORT                     | Men | Women             | Intercollegiate | Club     | Intramural |
| ARCHERY                   | 0   | 0                 |                 |          |            |
| BASEBALL                  | 35  | 0                 | 100%            |          |            |
| BASKETBALL                | 16  | 13                | 100%            |          |            |
| BOWLING                   | 0   | 0                 |                 |          |            |
| CHEERLEADING              | 4   | 25                | 100%            |          |            |
| CREW                      | 0   | 0                 |                 |          |            |
| CROSS COUNTRY RUNNING     | 13  | 12                | 100%            |          |            |
| DIVING                    | 0   | 0                 |                 |          |            |
| EQUESTRIAN                | 0   | 0                 |                 |          |            |
| FENCING                   | 0   | 0                 |                 |          |            |
| FIELD HOCKEY              | 0   | 0                 |                 |          |            |
| FOOTBALL, TACKLE - FALL   | 0   | 0                 |                 |          |            |
| FOOTBALL, TACKLE - SPRING | 0   | 0                 |                 |          |            |
| FOOTBALL, TACKLE –        |     |                   |                 |          |            |
| TOUCH/FLAG                | 0   | 0                 |                 |          |            |
| GOLF                      | 10  | 10                | 100%            |          |            |
| GYMNASTICS                | 0   | 0                 |                 |          |            |
| HANDBALL                  | 0   | 0                 |                 |          |            |
| ICE HOCKEY                | 0   | 0                 |                 |          |            |
| LACROSSE                  | 0   | 0                 |                 |          |            |
| MARTIAL ARTS              | 0   | 0                 |                 |          |            |
| RACQUETBALL               | 0   | 0                 |                 |          |            |
| RUGBY                     | 0   | 0                 |                 |          |            |
| SAILING                   | 0   | 0                 |                 |          |            |
| SKIING (DOWNHILL)         | 0   | 0                 |                 |          |            |
| SKIING (CROSS-COUNTRY)    | 0   | 0                 |                 |          |            |
| SOCCER                    | 25  | 25                | 100%            |          |            |
| SOFTBALL                  | 0   | 24                | 100%            |          |            |
| SQUASH                    | 0   | 0                 |                 |          |            |
| SWIMMING                  | 0   | 0                 |                 |          |            |
| TABLE TENNIS              | 0   | 0                 |                 |          |            |
| TENNIS                    | 9   | 8                 | 100%            |          |            |
| TRACK/FIELD               | 7   | 20                | 100%            |          |            |
| VOLLEYBALL                | 0   | 14                | 100%            |          |            |
| WATER POLO                | 0   | 0                 |                 |          |            |
| WEIGHT LIFTING            | 0   | 0                 |                 |          |            |
| WRESTLING                 | 0   | 0                 |                 |          |            |
| OTHER (Dance)             | 0   | 0                 |                 |          |            |
| OTHER (Student            | -   |                   |                 |          |            |
| Trainer/Managers)         | 0   | 0                 |                 |          |            |
| OTHER                     | 0   | 0                 |                 |          |            |

# Northern Kentucky University Intercollegiate Sports Questionnaire