

**NCAA**  
**CATASTROPHIC INJURY INSURANCE PROGRAM**  
**BENEFIT SUMMARY**  
**FOR THE PERIOD 8/1/17 THROUGH 7/31/20**

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**This document is a summary of the NCAA Catastrophic Injury Insurance Program. The insurance policy on file with the NCAA contains all the provisions, exclusions and limitations and qualifications of the insurance benefits. If any discrepancy exists between this piece and the Policy, the Policy will govern and control the payment of benefits.**

The Catastrophic Injury Insurance Program provided by the NCAA covers student-athletes, student coaches, student managers, student trainers and student cheerleaders who are catastrophically injured while participating in a Covered Event. The policy provides benefits in excess of any other valid and collectible insurance. Following is a benefit schedule:

The Maximum Benefit Amount per Insured Person per Covered Accident, for all benefits combined (except Accidental Death), is \$20,000,000.

**MEDICAL, DENTAL, REHABILITATION AND CUSTODIAL CARE EXPENSE BENEFITS**

1. For those Insured Persons who incur a Covered Loss in excess of the Covered Accident Deductible, the Policy provides Medical, Dental, Rehabilitation and Custodial Care Expense Benefits.

Maximum Benefit Period:	Lifetime
Benefit Percentage after satisfaction of the Covered Accident Deductible	100%
Covered Accident Deductible:	
• For institutions participating in the NCAA Group Basic Accident Medical Program	\$75,000
• For all other eligible institutions	\$90,000

The following sublimits apply:

- Custodial Care Maximum Benefit per Calendar Year (subject to the Combined Home Health Care and Custodial Care Maximum Benefit per Calendar Year)	\$100,000*
- Home Health Care Maximum Benefit per Calendar Year (subject to the Combined Home Health Care and Custodial Care Maximum Benefit per Calendar Year)	\$100,000*
- Combined Home Health Care and Custodial Care Maximum Benefit per Calendar Year	\$100,000*
- Private Duty Nursing Maximum Benefit per Calendar Year (subject to the Combined Private Duty Nursing, Combined Home Health Care & Custodial Care Maximum Benefit per Calendar Year)	\$250,000
- Combined Private Duty Nursing, Custodial Care and Home Health Care Maximum Benefit per Calendar Year	\$250,000

*\*For injuries incurred during the 2017-2018 policy term: Beginning January 1, 2018 and effective January 1 of each year thereafter this maximum benefit will increase annually. The amount of the increase will be equal to the lesser of: 2%; or the percentage of increase, if any, in the Consumer Price Index for Urban Wage Earners and Clerical Workers, based on the year-over-year change reported as of the immediately preceding November.*

*\*For injuries incurred during the 2018-2019 policy term: Beginning January 1, 2019 and effective January 1 of each year thereafter this maximum benefit will increase annually. The amount of the increase will be equal to the lesser of: 2%; or the percentage of increase, if any, in the Consumer Price Index for Urban Wage Earners and Clerical Workers, based on the year-over-year change reported as of the immediately preceding November.*

*\*For injuries incurred during the 2019-2020 policy term: Beginning January 1, 2020 and effective January 1 of each year thereafter this maximum benefit will increase annually. The amount of the increase will be equal to the lesser of: 2%; or the percentage of increase, if any, in the Consumer Price Index for Urban Wage Earners and Clerical Workers, based on the year-over-year change reported as of the immediately preceding November.*

2. Payment for covered Medical Expense resulting from a Covered Accident for care and treatment of mental or nervous disorders by a Doctor shall not exceed \$90.00 for each visit, not more than one visit on any one day, not more than fifty (50) visits in each calendar year.

Covered Medical Expense for Hospital inpatient care or treatment of a mental or nervous disorder whether in a general Hospital or a psychiatric Hospital, will be limited to the first forty-five (45) days of such treatment during each calendar year. For Partial Hospitalization for care or treatment of a mental or nervous disorder, each two (2) days of Partial Hospitalization will be treated as one (1) day of inpatient hospitalization for purposes of accumulating the forty-five (45) days of inpatient treatment maximum per calendar year. These limitations for mental or nervous disorders will not apply when the primary condition requiring such care and treatment is due to a brain injury Incurred as the result of a Covered Accident.

3. Payment for outpatient physical therapy due to a Covered Accident shall not exceed \$75,000 in each calendar year. Outpatient physical therapy must qualify as a Rehabilitation Expense. Outpatient physical therapy includes, but is not limited to: (a) heat treatment; (b) diathermy; (c) microtherm; (d) ultrasonic; (e) adjustment; (f) manipulation; (g) massage therapy; and (h) acupuncture.

If surgical treatment is rendered while the patient is under general anesthesia, this limitation shall not apply to covered Medical Expense for treatment of subluxation or dislocation of the spine or treatment for the general purpose of correction of nerve interference and its effects, by manual or mechanical means when interference results from or is related to distortion or misalignment of or in the vertebral column.

4. Payment for all prosthetic devices/limbs, including adjustments, replacements, refittings and supplies, in combination, shall not exceed \$100,000 during the first two (2) years after the Covered Accident. Payment shall not exceed \$100,000 (\$200,000 if the Covered Accident results in an amputation of the leg above the knee) during each consecutive ten (10) year period immediately thereafter, not to exceed a \$500,000 Lifetime maximum (\$750,000 Lifetime maximum if the Covered Accident results in an amputation of the leg above the knee).
5. Payment for covered Medical Expenses incurred within 24 months following the Date of Recovery of a Covered Accident shall not exceed \$25,000.

#### **DISABILITY BENEFITS**

For those Insured Persons who incur a Covered Loss in excess of the Covered Accident Deductible, and who are Partially or Totally Disabled as defined in the Policy, the following benefits are provided:

1. **Total Disability Benefit** – \$400 each month, not to exceed twelve (12) months, and \$2,700 each month thereafter during which the Insured Person remains Totally Disabled. The \$2,700 monthly Total Disability benefit amount will be increased by 3% after the \$2,700 benefit has been paid for twelve (12) consecutive months and after each subsequent twelve (12) consecutive month period while the Insured Person remains Totally Disabled.

#### **Total Disability Benefit Offset Provision**

The monthly benefit for Total Disability will be reduced by one-half (1/2) of the after-tax monthly compensation earned by the Insured Person in excess of \$1,000 per month beginning on the first anniversary after the date of the Covered Accident. That \$1,000 will be increased by 2.5% each subsequent twelve (12) consecutive month period thereafter.

2. **Partial Disability Benefit** (for an Insured Person that has not previously received Total Disability benefits under this policy) \$270 each month, not to exceed twelve (12) months, and \$1,800 each month thereafter during which the Insured Person remains Partially Disabled. The \$1,800 monthly Partial Disability benefit amount will be increased by 3% after that benefit has been paid for twelve (12) consecutive months and after each subsequent twelve (12) consecutive month period while the Insured Person remains Partially Disabled.

Partial Disability Change in Status Benefit (for an Insured Person who previously received Total Disability benefits under this policy) - Maximum initial monthly benefit for continuous Partial Disability is 2/3 of the Total Disability Benefit that was paid for the month immediately preceding the change in status to Partial Disability. The monthly Partial Disability benefit amount will be increased by 3% after that benefit has been paid for twelve (12) consecutive months and after each subsequent twelve (12) consecutive month period while the Insured Person remains Partially Disabled.

#### **Partial Disability Benefit Offset Provision**

The monthly benefit for Partial Disability will be reduced by one-half (1/2) of the after-tax monthly compensation earned by the Insured Person in excess of \$1,400 per month beginning on the first anniversary after the date of the Covered Accident. That \$1,400 will be increased by 2.5% each subsequent twelve (12) consecutive month period thereafter.

**Adjustment Expense Benefit Maximum****\$50,000 Lifetime**

- a. Payment for expense of training of Immediate Family members to perform rehabilitative or custodial functions for the Insured Person shall not exceed \$5,000, and such training must be rendered during the twenty-four (24) consecutive month period immediately following the date of the Covered Accident which necessitates such training.
- b. Payment will be made for travel of Immediate Family members which occurs within the period of twenty-four (24) consecutive months immediately following the date of the Covered Accident to the Insured Person which necessitates such family travel and shall not exceed \$6,000 for each Immediate Family member who actually travels to the Hospital or Rehabilitation Facility.
- c. Loss of earnings by the Insured Person's spouse, or parent/legal guardian if the Insured Person is not married, will be limited to 75% of gross lost earnings of the spouse or one parent/guardian only due to the injury to the Insured Person, not to exceed \$500 per week for a maximum of twenty-six (26) weeks during the twenty-four (24) consecutive months immediately following the date of the Covered Accident. Gross earnings will be determined based on the average monthly gross earnings for the twelve (12)-month period immediately preceding the date of the Covered Accident.

**Special Expense Benefit** - Provided the Covered Accident Deductible is satisfied this benefit provides payment for Reasonable and Customary expenses incurred for special items approved by the Totally or Partially Disabled Insured Person's Doctor to accommodate his or her physical disability, such as home or automobile modifications. Benefits are limited to:

- \$175,000 during the first 10 years following the date of the Covered Accident;
- \$ 70,000 for years 10-20 after the date of the Covered Accident;
- \$ 85,000 for years 20-30 after the date of the Covered Accident;
- \$105,000 for years 30-40 after the date of the Covered Accident and
- \$125,000 for each 10 year period thereafter following the date of the Covered Accident.

**Ancillary Injury Benefit** - Covers medical and dental expenses for an accidental bodily injury resulting from a separate accident unrelated to a Covered Accident of a Totally or Partially Disabled Insured Person during the period the Insured Person is receiving Total or Partial Disability benefits under the Policy. This Benefit is limited to a \$100,000 lifetime aggregate and is subject to a \$2,000 Calendar Year Deductible.

**College Education Benefit** – The Policy provides payment for the full standard cost of attendance for a Totally or Partially Disabled Insured Person to complete his or her undergraduate and/or graduate degree. The Insured Person must recommence studies within five (5) years and complete the degree requirements within twenty (20) years thereafter. The maximum lifetime college education benefit is \$120,000.

**Vocational Rehabilitation Benefit** - The Vocational Rehabilitation Benefit provides payment for Reasonable and Customary expenses Incurred for services rendered through a vocational rehabilitation program or for vocational rehabilitation counseling services intended to enable the Totally or Partially Disabled Insured Person to develop skills necessary for gainful employment, and to participate in a job search and find gainful employment. The maximum lifetime Vocational Rehabilitation Benefit is \$60,000.

**Assimilation Benefit** - The Policy provides for payment up to a lifetime maximum of \$50,000 for the Totally or Partially Disabled Insured Person to participate in a specialized, intensive, rehabilitation program at an accredited medical facility specializing in research, surgery, and training for injuries to the spinal cord, the nervous system, or closed head injuries within two (2) years of the date of the Covered Accident.

**DEATH BENEFIT**

The Policy will pay \$25,000 if an Insured Person dies as a result of a Covered Accident or sustains injury due to a Covered Accident which, independent of all other causes, results directly in the death of the Insured Person within twelve (12) months following the date of such injury.

**NONDUPLICATION OF BENEFITS**

If any item of expense is payable under more than one provision of the Policy, payment will be made only under the provision providing the greater benefit.

**DEFINITIONS:**

**“Activities of Daily Living (ADLs)” means:**

- transferring oneself (such as moving in or out of a bed or chair);
- dressing (putting on or removing from oneself items of clothing);
- bathing (washing oneself in a bathtub or shower or by sponge bath);
- feeding (giving oneself food or nourishment, including through a feeding tube);
- toileting (getting oneself on or off a toilet and related hygiene); and
- continence (maintaining one's control of bladder or bowel functions or maintaining care of a catheter or colostomy bag if one cannot control bladder or bowel functions).

**“Covered Accident”** means an accident that occurs while the Policy is in effect, which directly results in bodily injury or death (not excluded from coverage by the Policy Exclusions and Limitations) of an Insured Person, and which: a) occurs while he or she is participating in a Covered Event; or b) occurs during Covered Travel to or from the location of a Covered Event; or c) occurs during a temporary stay at the location of a Covered Event held away from the location of the Insured Person’s Participating School while the Insured Person is engaged in an activity or travel that is authorized by, organized by or directly supervised by an official representative of the Insured Person’s Participating School; or d) results from a cardiovascular accident or stroke or other similar traumatic event caused by exertion while participating in a Covered Event; and: a) for which the Insured Person Incurs a Covered Loss, within twenty-four (24) consecutive months immediately following the date of the accident, in excess of the Covered Accident Deductible; or b) that results directly in the death (not excluded from coverage by the Policy Exclusions and Limitations) of the Insured Person within twelve (12) consecutive months immediately following the date of that accident.

**“Covered Accident Deductible”** means an amount of Medical Expenses and/or Dental Expenses and/or Rehabilitation Expenses and/or Custodial Care Expenses, as shown in the Schedule of Benefits, Incurred by the Insured Person as a result of a Covered Accident within the period of twenty-four (24) consecutive months immediately following the date of that Covered Accident, for which no benefits are payable under the Policy. Such expenses must qualify as Covered Loss under the Policy.

**“Covered Event”** means, for **players on an athletic team**: (a.) a Qualifying Intercollegiate Sport competition scheduled by the Insured Person's Participating School; (b.) official team activities; (c.) Conditioning; or (d.) practice sessions.

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

Covered Event means, for **Student Coaches, Student Managers and Student Trainers**, only those activities directly associated with the covered activities of a Qualifying Intercollegiate Sport team or covered activities of Student Cheerleaders and under the direct supervision of an official representative of the Participating School.

Covered Event means, for **Student Cheerleaders**: (a) activities performed as part of the cheer unit for a Qualifying Intercollegiate Sport team competition scheduled by the Insured Person's Participating School; or (b) practice sessions and pep rallies both of which must be authorized by, organized by and directly supervised by a safety-certified official coach or advisor of the Insured Person's Participating School, other than a member of the cheer unit or other undergraduate Student, and in preparation for a Qualifying Intercollegiate Sport team competition.

The coach or advisor must have a current safety certification by a nationally recognized formal credentialing program for safety certification. However, the safety-certification requirement does not apply with respect to practice sessions that are held solely by dance team members or mascots. A graduate student can meet the safety-certification requirement if:

- i) officially designated by the school as the official coach or advisor; and
- ii) the school has given the graduate student the authority to authorize, organize and directly supervise.

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

**“Covered Loss”** means Reasonable and Customary: a) Medical Expense; b) Dental Expense; c) Rehabilitation Expense; d) Custodial Care Expense; e) Adjustment Expense; f) Special Expense; g) Medical Expense and Dental Expense that are covered under the Ancillary Injury Benefit; and h) Expenses that are covered under the Vocational Rehabilitation Benefit as described in the Policy which are Incurred by an Insured Person as a result of a Covered Accident.

Covered Loss shall also include the: a) cost of school attendance that is covered under the College Education Benefit, and b) program expenses covered under the Assimilation Benefit as described in the Policy which are Incurred by an Insured Person as a result of a Covered Accident. An expense will be a Covered Loss under the Policy after all adjustments (including, but not limited to, discounts, write-offs, and negotiated fees) have been applied only to the extent that the expense is for Medically Necessary services, and not excluded under Exclusions and Limitations (Section VIII) in the Policy. Further, for those Insured Persons who have satisfied the Covered Accident Deductible, Covered Loss shall not include any expenses sustained after the respective Date of Recovery (except as shown on the Schedule of Benefits, Section B-5)..

**“Covered Travel”** means team or individual travel, for purposes of representing the Participating School, that is to or from the location of a Covered Event and is authorized by the Insured Person’s Participating School, provided the travel is paid for or subject to reimbursement by the Participating School. Covered Travel to a Covered Event will commence upon embarkation from an authorized departure point and terminate upon arrival at the location of the Covered Event.

Covered Travel from a Covered Event will commence upon departing from the location of the Covered Event and terminate upon return to the authorized place from which such Covered Travel to the Covered Event began.

**“Custodial Care”** means Medically Necessary services or treatment which, regardless of where provided: (a) could be rendered safely by a person without medical skills; and (b) provides a routine level of maintenance care designed primarily to help the patient with daily living activities, including (but not limited to):

- 1) personal care such as help in walking and getting in and out of bed; help with bathing; help with eating by spoon, tube or gastrostomy; exercising, dressing; enema and using the toilet; 2) homemaking such as preparing meals or special diets; 3) acting as companion or sitter or providing a protective environment; 4) supervising medication which can usually be self-administered; 5) oral hygiene; and 6) ordinary skin and nail care; or

(c) in the case of a Totally Disabled Insured Person, cannot be self-administered.

Custodial Care does not include exercise, physical therapy, occupational therapy or rehabilitation services or treatment, including those that may be payable under this Policy as a Rehabilitation Expense.

No benefits will be paid for Custodial Care services or treatment which is provided by a member of the Insured Person’s Immediate Family or by an individual who resides with the Insured Person, unless specifically agreed to in writing by the Company. Custodial Care does not include Home Health Care services or treatment.

**“Date of Recovery”** means:

- a. for an Insured Person who suffered the complete and irreparable severance of an arm or leg at or above the wrist or ankle joint, but who was not Totally Disabled, the date immediately following a period of twenty-four (24) consecutive months during which the Insured Person received no Medically Necessary treatment or service as a result of the Covered Accident for which benefits had been received under the Policy;
- b. for an Insured Person not Totally Disabled and who has not suffered the complete and irreparable severance of an arm or leg at or above the wrist or ankle joint, the earlier of:
  - 1) the date the Insured Person receives medical clearance to participate in Qualifying Intercollegiate Sports; or
  - 2) the date immediately following a period of “twenty-four” (24) consecutive months during which the Insured Person received no Medically Necessary treatment or service as a result of the Covered Accident for which benefits had been received under the Policy; or
- c. For an Insured Person who was Totally Disabled, the date such Insured Person no longer qualifies as Totally Disabled as defined herein, subject to “b” above.

**“Home Health Care”** means nursing care and treatment provided to an Insured Person in his/her home, which: (a) is required for progressive and positive improvement of the Insured Person’s medical condition, or (b) is necessary to provide care and treatment that cannot be self administered for a Totally Disabled Insured Person. To qualify for Home Health Care:

- a. A Home Health Care plan must be established and approved in writing by the attending Doctor, including certification in writing by the attending Doctor that confinement in a Hospital or Extended Care Facility would be required in the absence of Home Health Care; and
- b. Nursing care and treatment must be provided by a Hospital certified to provide Home Health Care services or by a certified Home Health Care agency; and
- c. Home Health Care must commence within seven (7) days of discharge from a Hospital or Extended Care Facility or Rehabilitation Facility and be immediately preceded by a Hospital or Extended Care Facility or Rehabilitation Facility confinement of five (5) consecutive days or more; and
- d. Home physical, speech, and occupational therapies must be initiated in conjunction with discharge placement through a Rehabilitation Facility and approved by the attending Doctor.

No benefits will be paid for Home Health Care, which is provided by a member of the Insured Person’s Immediate Family or by an individual who resides with the Insured Person, unless specifically agreed to in writing by the Company. Home Health Care does not include Custodial Care or Private Duty Nursing.

**“Hospital”** means an institution, which meets all of the following requirements: a) it is licensed (if required by law) as a hospital by applicable licensing authorities; and b) it is open at all times; and c) it is operated mainly to diagnose and treat illnesses on an inpatient basis; and d) it has a staff of one (1) or more Doctors on call at all times; and e) it has twenty-four (24) hour nursing services by Registered Nurses; and f) it is not mainly a skilled nursing facility, clinic, nursing home, rest home, convalescence home, or like place; and g) it has organized facilities for major surgery or provides for such facilities for its patients through formal written agreement with other Hospitals.

**“Immediate Family”** means the mother, father, sister, brother, husband, wife, or children of the Insured Person, who are members of the same household as the Insured Person. In their absence, others that may be considered as “Immediate Family” are grandparents, aunts or uncles, who share the same household, or any other person legally responsible for the care of the Insured Person.

**“Incur” or “Incurred”** means that an expense is sustained by the Insured Person, after all adjustments (including, but not limited to, discounts, write-offs and negotiated fees). A Covered Loss shall be considered to be Incurred on the date the treatment or service is rendered or the purchase or rental occurs.

**“Instrumental Activities of Daily Living (IADLs)”** means:

- using the telephone and other communication devices;
- shopping;
- preparing meals;
- housekeeping or basic home maintenance;
- doing laundry;
- driving or arranging transportation;
- self-administering medication(s);
- handling finances.

**“Insured Person”** means:

- a. a Student attending or registered to attend the Participating School and participating as:
  - 1) a player on an athletic team in a Qualifying Intercollegiate Sport sanctioned and recognized by the Participating School; or as
  - 2) a Student cheerleader of a cheer team officially recognized as such by the Participating School (includes dance team members and mascots); or as
  - 3) a Student coach, Student manager, or Student trainer of an athletic team in a Qualifying Intercollegiate Sport sanctioned and recognized by the Participating School or of a cheerleading unit officially recognized as such by the Participating School;
- b. a person as identified by the Participating School and as approved in writing by the Company and endorsed onto the Policy; or
- c. a prospective student that has graduated from high school and signed an irrevocable commitment to participate in a Qualifying Intercollegiate Sport (or its equivalent for cheerleading) at a Participating School.

**“Medical Expense”** means the Reasonable and Customary charges: a) of a professional ambulance service for Medically Necessary transportation to and from a Hospital; b) of a Doctor for Medically Necessary care and treatment; c) of a Hospital for Medically Necessary inpatient services, including room and board (not exceeding the semi-private room rate for each day of confinement unless a private room is Medically Necessary); d) for Medically Necessary Hospital inpatient services and supplies, including intensive care services, and daily Hospital charges for personal Hospital services (including television, radio, telephone, barber, and beauty services to a maximum payment of \$300 per month); e) for Medically Necessary out-patient and emergency room care and treatment; f) for confinement in an Extended Care Facility; g) for Home Health Care; h) for Private Duty Nursing; and i) for medical or surgical services, prescription drugs, and other medical supplies commonly used for therapeutic or diagnostic services, which are Medically Necessary and prescribed by a Doctor operating within the scope of his or her license.

**“Medically Necessary”** means a service or supply that is ordered, prescribed or rendered by a Doctor or Hospital and determined by the Company to be: a) provided for the diagnosis or treatment of the patient’s condition; and b) appropriate and consistent with the symptoms and findings or diagnosis and treatment of the Insured Person’s condition; and c) provided in accordance with generally accepted professional standards and/or medical practice; and d) the most appropriate supply or level of service which can be provided on a cost effective basis (including but not limited to, inpatient vs. outpatient care, electric vs. manual wheelchair, surgical vs. medical or other types of care).

In the case of Hospital or Extended Care Facility confinement, Home Health Care or Private Duty Nursing or Custodial Care, the length of confinement or treatment and the services or supplies furnished by the Hospital or Extended Care Facility, Home Health Care or Private Duty Nursing or Custodial Care plan will be Medically Necessary only if it is reasonably determined by the Company that they are related to the care or treatment of the patient’s condition. The services or supplies must not be an Experimental or Investigational Drug or Treatment in nature. The fact that a Doctor may prescribe, order, recommend, or approve a service or supply does not, of itself, make the service or supply Medically Necessary.

**“Participating School”** means a college or university, which is an active member of the NCAA. For purposes of this policy, a provisional member of the NCAA that becomes an active member of the NCAA during the August 1, 2016 to August 1, 2017 School Year, will be considered an active member of the NCAA on August 1, 2016. Also for purposes of this policy, a provisional member of the NCAA that becomes an active member of the NCAA during the August 1, 2017 to August 1, 2018 School Year, will be considered an active member of the NCAA on August 1, 2017.

**“Qualifying Intercollegiate Sport”** means a sport: a.) which has been accorded varsity status by the Participating School as an NCAA sport; and (b.) which is administered by such school’s department of intercollegiate athletics; and (c.) for which the eligibility of the participating Student athlete is reviewed and certified in accordance with NCAA legislation, rules, or regulations; and (d.) which entitles qualified participants to receive the Participating School’s official awards.

**“Partial Disability or Partially Disabled”** means the Insured Person, within two years of the date of a Covered Accident and as a result of that Covered Accident:

- has suffered an irrecoverable loss of use of both arms, use of both legs, or use of one arm and one leg and is unable to perform at least one ADL(s); or
- has suffered an irrecoverable loss of speech, hearing of both ears or sight in both eyes and is unable to perform at least one ADL(s) or at least one IADL(s); or
- has suffered severely diminished mental capacity due to brain stem or other neurological damage and is unable to perform at least one ADL(s) or at least two IADL(s).

**“Rehabilitation Expense”** means the Reasonable and Customary charges for Medically Necessary physical and occupational rehabilitation provided: (a) by a Doctor; (b) under the supervision of a duly licensed Rehabilitation Facility; or (c) by an individual with an accredited certification in fitness, strength training, conditioning, sports medicine or related therapy, including (but not limited to) Certified Strength and Conditioning Specialists and Certified Personal Trainers.

**“Student”** means an individual who is actually enrolled and attending school as a full time Student at a Participating School, or recognized as a full time Student by a Participating School.

**“Total Disability or Totally Disabled”** means the Insured Person, within two years of the date of a Covered Accident and as a result of that Covered Accident:

- has suffered an irrecoverable loss of use of both arms, use of both legs, or use of one arm and one leg and is unable to perform at least three ADL(s); or
- has suffered an irrecoverable loss of speech, hearing of both ears, or sight in both eyes and is unable to perform at least three ADL(s) or at least three IADL(s); or
- has suffered severely diminished mental capacity due to brain stem or other neurological damage and is unable to perform at least three ADL(s) or at least four IADL(s).

**“True Catastrophic Claim”** means a covered claim for a Totally Disabled Insured Person. True Catastrophic Claim also includes a covered claim for an Insured Person with one or more limbs amputated because of a Covered Accident.

### **EXCLUSIONS AND LIMITATIONS**

The Policy does not cover, and the Covered Accident Deductible may not be satisfied by, any Covered Loss, Total Disability, Partial Disability or death caused or contributed by or resulting from:

- (a) self destruction or attempted self destruction, while sane or insane, or intentional self inflicted injury;
- (b) the Insured Person’s commission of, or attempted commission of, a criminal or felonious act, EXCEPT this exclusion does not apply to bodily injury which occurs at the facility in which a Covered Event is being held and as a result of the Insured Person’s participation in that Covered Event; or
- (c) the Insured Person being intoxicated, or being under the influence of drugs or narcotics unless as prescribed by a Doctor for a medical condition other than drug addiction, EXCEPT this exclusion does not apply to bodily injury which occurs at the facility in which a Covered Event is being held and as a result of the Insured Person’s participation in that Covered Event.  
An Insured Person shall be presumed to be intoxicated if the level of alcohol in his or her blood is determined to exceed the level above which a person is held under the law of the location at which the Covered Accident occurs, to be intoxicated if operating a motor vehicle, regardless of whether the Insured Person is in fact operating a motor vehicle when the Covered Accident occurs.
- (d) Any injury or illness suffered by an Insured Person where the Insured Person's Participating School required the Insured Person to sign a waiver relieving that Participating School of responsibility or liability based on notification by a Doctor that the Insured Person's participation exposed the Insured Person to increased risk for that type of injury, cardiovascular accident or stroke or other similar traumatic event incurred.

The Policy does not cover and the Covered Accident Deductible may not be satisfied by, disease or illness, EXCEPT:

- (a) as provided in the Ancillary Injury provision of the Policy; or
- (b) when treatment for a disease or illness is Medically Necessary and the disease or illness is a direct result of a Covered Accident; or
- (c) for a cardiovascular accident or stroke or other similar traumatic event caused by exertion while participating in a Covered Event.

**Coverage Underwritten By:  
Mutual of Omaha Insurance Company; 3300 Mutual of Omaha Plaza; Omaha, Nebraska 68175**