

**Caz Martinez**  
*Executive Director*

1405 S. Solano  
Las Cruces, NM 88001  
575-527-5916



## **“Home of the Rams”**

Re: Student Injuries and Insurance

2024-2025

Dear Parent/Legal Guardian:

Your school is committed to providing a safe environment for your student. As such, your school carries accident medical coverage for injuries to students that occur while your student is on campus attending regularly scheduled classes, practicing and playing in interscholastic sports for the school, and while attending events that are directly sponsored by and directly supervised by the school. Please know that your school does not assume responsibility for these costs, and the policy is provided to assist when accidents do happen and help with resulting medical treatment. The policy is secondary to any existing primary coverage to assist with any co-pays and deductibles left by primary coverage. But, in the event there is no primary coverage, this policy will act as primary in those instances to assist with medical costs. If the district policy will be your primary coverage for school related activities and interscholastic sports and you are asked to provide a policy number, you should use Ace American Insurance Company SDA N18010744. If you have primary coverage, you'll want to continue to use your primary coverage policy number when asked to provide it for all school activities.

The accompanying brochure will help explain the benefits of the school-time plan the school has already purchased for you and who to contact in the event you need to file a claim. If your student suffers a covered injury, the school will provide you with a claim form where a school official has completed Part A. You will then be able to work with Myers-Stevens to complete the claim process and detailed instructions on how to do this will be provided on the claim form.

You are free to take your child to any licensed provider, but you'll also have access to an extensive network of doctors and hospitals who have agreed to discounted fees. Seeking care through contracted providers may further reduce your out-of-pocket costs, particularly if your child needs surgery or hospitalization. And, a very large percentage of the Best Hospitals in America, as annually listed by U.S. News and World Report, are contracted through the networks!

Any questions regarding this coverage and claim filing can be directed to Myers-Stevens & Toohey at (800) 827-4695. Bilingual representatives are available for parents who need assistance in Spanish.

Sincerely,

A handwritten signature in black ink, appearing to read "Caz Martinez". The signature is fluid and cursive, with the first name "Caz" being more prominent than the last name "Martinez".

Las Montañas Charter High School

Caz Martinez

Executive Director



myers | stevens | toohey

# Student Accident Insurance New Mexico 2024 - 2025

## School-Time Accident Plan

This will cover Injuries caused by Covered Accidents occurring:

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

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

## Plan Benefits

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

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

**\$25,000 Maximum per Accident | \$5,000 Maximum per Random Act of Violence | \$3,000 Maximum per Psychological Therapy  
\$3,000 Maximum per Emergency Sickness | \$0 Deductible Per Covered Accident**

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

COVERED EXPENSES	BENEFIT MAXIMUMS
<b>Physiotherapy</b> (includes related office visits) when prescribed by a Physician	<b>100%</b>
<b>X-Ray Examinations</b> (including reading)	<b>100%</b>
<b>Diagnostic Imaging</b> MRI, Cat Scan	<b>100%</b>
<b>Ambulance Expenses Ground or Air</b> (from site of an emergency directly to hospital)	<b>100%</b>
<b>Laboratory Procedures, Registered Nurse Services, and Rehabilitative Braces</b>	<b>100%</b>
<b>Durable Medical Equipment</b>	<b>100%</b>
<b>Out-Patient Prescription Drugs</b> (for Injuries only)	<b>100%</b>
<b>Dental Services</b> (including dental x-rays) made necessary by Injury to whole, sound, and natural teeth for Treatment due to a covered Accident	<b>100%</b>
<b>Eyeglass Replacement</b> (for replacement of broken eyeglass frames or lenses resulting from a covered Accident requiring medical Treatment)	<b>100% to \$750</b>
<b>Aggravations or Re-Injury of an Injury</b>	<b>\$500</b>
<b>Medical Evacuation &amp; Repatriation</b>	<b>100%</b>

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

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

Accidental Death	\$10,000
Single dismemberment or entire loss of sight in one eye	\$25,000
Double dismemberment or entire loss of sight in both eyes, or paraplegia or hemiplegia or quadriplegia	\$50,000
Counseling - In addition to the AD&D benefits, we will pay 100% of the Usual, Customary and Reasonable costs of psychiatric/psychological counseling needed after covered dismemberment, loss of sight or paralysis up to	\$5,000
Heart or circulatory malfunction death benefit payable for Loss of Life due to Heart, Circulatory or Pulmonary Malfunction that occurs within 72 hours of participation in a covered activity that is causally connected to such Malfunction (not applicable in the State of Nevada)	\$10,000

### How to file a claim

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

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

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



**Myers-Stevens & Toohey Co., Inc.**  
 26101 Marguerite Parkway  
 Mission Viejo, CA 92692-3203  
**Office 800-827-4695** | Fax 949-348-2630  
 claims@myers-stevens.com  
 CA License #0425842

**The Insurance Company**

**CHUBB®**

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

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

## Exclusions

Benefits are not payable under the Policy for any of the following or loss that results there from:

1. Dental care or Treatment including damage to or loss of dentures or bridges or damage to existing orthodontic equipment. This exclusion does not apply to care of teeth and gums required due to an Injury resulting from an Accident while the Covered Person is insured under this Policy and rendered within 12 months of the Accident.
2. War or any act of war, declared or undeclared.
3. Participation in a Riot; fighting or brawling, except in self-defense; commission of or attempt to commit a felony; violating or attempting to violate any duly enacted law.
4. Suicide, attempted suicide or intentionally self-inflicted Injury while sane or insane.
5. Injury or Sickness contributed to by the use of alcohol or drugs unless taken in the dosage and for the purpose prescribed by the Covered Person's Physician.
6. Practice or play in interscholastic high school tackle football (except as specified in the Coverage Descriptions); intercollegiate sports; semi-professional sports; or professional sports.
7. Treatment, services, or supplies provided: by a Hospital or facility owned or run by the United States Government, unless a charge is made for such services in the absence of insurance; or in a Hospital which does not unconditionally require payment.
8. Injury or Sickness covered by Worker's Compensation or Employer's Liability Laws, or by any coverage provided or required by law (including, but not limited to group, group type, and individual automobile "No-Fault" coverage (excluding School Vehicle coverage).
9. Treatment or services provided by any member of the Covered Person's immediate family; or for which no charge is normally made.
10. Treatment, services or supplies provided by the School's infirmary or its employees, or Physicians who work for the School.
11. Treatment, services, or supplies provided or paid for by any governmental program or law, except Medicaid.
12. Mental or Nervous Disorders.
13. Treatment of Sickness, ailment, or infections (except pyogenic infections or bacterial infections which result from the accidental ingestion of contaminated substances).
14. Nonmalignant warts, moles, or lesions.
15. Any Expenses related to the treatment of tonsils, adenoids, epilepsy, seizure disorder, congenital weakness, or hernia.
16. Supplies, except as otherwise provided in the Policy.
17. Routine physical examinations and routine testing; preventative testing or Treatment; screening examinations or testing in the absence of Injury.
18. Elective Treatments and voluntary testing.
19. Treatment of osteomyelitis.
20. Pathological fractures, hernia, detached retina (unless directly caused by an Injury).

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

### Requirements and Limitations

Aggravations of injuries which did not occur while insured under this plan are paid up to \$500 maximum benefit per policy term. School-related injuries must be reported to the School within 72 hours of the date of Injury. The first Physician's visit must be within 120 days after the Accident occurs. A claim form must be filed with Myers-Stevens & Toohey Co., Inc. within 90 days after the date of first Physician's visit. The plan pays for covered expenses incurred within up to 104 weeks from the date of injury. Covered expenses for Emergency Sickness under the School-Time Coverage must be incurred within 24 hours after onset.

### Definitions

An **Accident** is defined as a sudden, unexpected and unintended incident. **Covered Accident** means an Accident that results in Injury or loss covered by this Policy. **Heart and Circulatory Malfunction** means myocardial infarction, angina pectoris, coronary thrombosis, cardiac arrest or a cerebral vascular accident. An **Injury** is defined as Accidental bodily harm sustained by the Covered Person that results directly from an Accident (independently of all other causes) and occurs while coverage under the Policy is in force. **Medically Necessary** is defined as the services or supplies provided by a Hospital, Physician, or other provider that are required to identify or treat an Injury or Sickness and which, as determined by the Company, are: (1) consistent with the symptoms or diagnosis and Treatment of the Injury or Sickness; (2) appropriate with regard to standards of good medical practice; (3) not solely for the convenience of the Insured Person; (4) the most appropriate supply or level of service which can be safely provided. When applied to the care of an Inpatient, it further means that the Insured Person's medical symptoms or condition requires that the services cannot be safely provided as an Outpatient. **Pulmonary Malfunction** means failure of the lungs to operate in the normal manner. **Sickness** is defined as illness or disease contracted by and causing loss to the Insured Person whose Sickness is the basis of claim. Any complications or any condition arising out of a Sickness for which the Insured Person is being treated or has received Treatment will be considered as part of the original Sickness. **School Activities** means any activity that is sponsored and under the direct, immediate supervision of the School that: (a) the School requires the Insured Person to attend; or (b) is under the sole control and supervision of School authorities. It does not include an activity related to athletics or cheerleading that is under joint sponsorship or supervision arrangement with any non-School group.

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

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

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

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