

# Student Injury and Sickness Insurance Plan

# designed for

# Skidmore College 2013-2014

Saratoga Springs, NY

Policy Number: NLSP0024-12 Niagara Life and Health Insurance Company Policy Form Number: COL-04-NY

# **Table of Contents**

|   | Page |  | Page |
|---|------|--|------|
| Student Eligibility and Dependent Enrollment        | 1    | Repatriation of Remains                    | 5    |
| Online Student Waiver Process                       | 1    | Travel Assistance Services                 | 5    |
| Waiver Deadline                                     | 1-2  | Injury and Sickness Schedule of Benefits   | 6    |
| Policy Term   | 2    | Inpatient Benefits                         | 6    |
| Plan Costs  | 2    | Outpatient Benefits                        | 6    |
| Premium Refund Policy                               | 2    | Additional Benefits                        | 6    |
| Gallagher Koster Complements                        | 2    | Mandated Benefits                          | 7    |
| EyeMed Vision Care, Basix Dental Savings, CampusFit | 2    | State Mandated Benefits                    | 7-10 |
| Prescription Drug Program                           | 2-3  | Accidental Death and Dismemberment Benefit | 10   |
| Health Services                                     | 3    | Exclusions                                 | 10   |
| Preferred Provider Network                          | 3    | Coordination of Benefits                   | 10   |
| 24-Hour Nurse Advice Line                           | 3    | Extension of Benefits after Termination    | 11   |
| Definitions   | 3-4  | Subrogation and Right of Recovery          | 11   |
| Pre-Existing Conditions                             | 4-5  | Appeal Procedure                           | 11   |
| Creditable Coverage Exceptions                      | 5    | Claims Procedures                          | 11   |
| Continuous Insurance                                | 5    | НІРАА                                      | 11   |
| Emergency Medical Evacuation                        | 5    | <b>Questions? Need More Information?</b>   | 11   |
|   |      |  |      |

Your student health insurance coverage, offered by Niagara Life and Health Insurance Company, may not meet the minimum standards required by the health care reform law for the restrictions on annual dollar limits. The annual dollar limits ensure that consumers have sufficient access to medical benefits throughout the annual term of the policy. Restrictions for annual dollar limits for group and individual health insurance coverage are \$1.25 million for policy years before September 23, 2012; and \$2 million for policy years beginning on or after September 21, 2012 but before January 1, 2014. Restrictions for annual dollar limits for student health insurance coverage are \$100,000 for policy years before September 23, 2012, \$500,000 for policy years beginning on or after September 23, 2012, but before January 1, 2014. Your student health insurance coverage put an annual limit of \$500,000 that applies to the essential benefits provided in the Schedule of Benefits unless otherwise specified. If you have any questions or concerns about this notice, contact Customer Service at 1-877-291-7424. Be advised that you may be eligible for coverage under a group healthplan of a parent's employer or under a parent's individual health insurance policy if you are under the age of 26. Contact the plan administrator of the parent's employer plan or the parent's individual health insurance issuer for more information.

### Before You Waive Coverage

Before you waive coverage under the Skidmore College Student Injury and Sickness Insurance Plan, check your current policy carefully to make sure you're fully covered while on campus and throughout the academic year. Often a student covered by a Health Maintenance Organization (HMO) or a managed care policy at home may have limited or no benefits while in the Saratoga Springs, NY area, other locations in the U.S., or in a foreign country. Employer groups are increasingly ending dependent coverage at age 26. Virtually all students who are 26 years or older, or married, are no longer covered as dependents under their parent's health insurance policy. Finally, some students declare financial independence to gain eligibility for financial aid programs. This may mean that the student is ineligible for coverage as a dependent under a parent's policy regardless of the student's age.

# Student Eligibility and Enrollment

All Skidmore College students, will be automatically enrolled in and charged for the Student Injury and Sickness Insurance Plan on a hard waiver basis. This means each year, students who do not want to be enrolled in this plan may waive the coverage for the entire policy year. Students who want to remain enrolled in this plan, must actively attend classes for at least the first 31 days after the date for which coverage is purchased to stay in effect. The Insurance Company maintains its right to investigate student status and to verify that the policy eligibility requirements have been met. Recognizing that your current situation may change, each year you will be asked to provide proof of comparable coverage in order to waive participation in the Student Injury and Sickness Insurance Policy. In the event you waive coverage and then lose coverage due to a qualifying event, i.e. your parent loses coverage or you reach the maximum age limit available under a parent's plan, you have the right to petition to add coverage within 31 days of the qualifying event. If the petition is received within 31 days of the qualifying event, there will be no break in coverage; for petitions received after the 31 days, the effective date of coverage will be the date that the petition is received at Gallagher Koster. The premium will not be prorated.

# **Dependent Eligibility and Enrollment**

Students must purchase coverage for their eligible dependent(s) at the same time as their own initial plan enrollment. Eligible dependents are the spouse and children under 26 years of age. Dependent coverage must be purchased for the same time period as the student's period of coverage and cannot exceed coverage purchased by the student. For example, a student enrolled for annual coverage cannot purchase dependent coverage for the spring semester unless a qualifying event, as defined below, occurs.

Students can add eligible dependent(s) if they experience one of the following qualifying events: (a) marriage (b) birth of a child, (c) divorce, or (d) if the dependent is entering the country for the first time. Please note, with the exception of the dependent entering the country for the first time, all other qualifying events noted above will only be approved if experienced by the student. If dependent Enrollment meets one of these qualifying events, the Dependent Enrollment Form, supporting documentation and payment must be received by Gallagher Koster within 31 days of the qualifying event. If not received within 31 days of the qualifying event are received at Gallagher Koster. Once a dependent is enrolled, coverage cannot be terminated unless the student loses eligibility.

Students may enroll their eligible dependents online for an additional premium by visiting <u>www.gallagherkoster.com/Skidmore</u>, selecting 'Dependent Enroll', and completing the form by the published deadline.

# **Online Student Waiver Process**

Students who do not want to enroll in the Student Injury and Sickness Insurance Plan can waive coverage if they can document proof of comparable coverage in another health insurance plan that will be in effect until September 1, 2013. However, international students can only waive coverage if their current insurance plan is based in the United States. To document proof of comparable coverage, students need to complete an Online Waiver Form and submit it by the deadline. To waive:

- 1. Go to www.gallagherkoster.com/Skidmore.
- 2. Click on 'Student Waive/Enroll'.
- 3. Create a user account (Student ID number required). Select the Blue 'I want to Waive/Enroll' button. If waiving the insurance, have your health insurance ID card ready as you will need this information to complete the waiver form.

The Online Waiver process is the only accepted process to waiving coverage. Upon completing the form you will be asked to review your information for accuracy and click submit. Immediately upon submitting the online waiver, you will receive a confirmation number as documentation that the form has been submitted. Print and retain this confirmation number for your records, as it is your only documentation that your form was successfully submitted.

#### Waiver Deadline

The deadline for processing the Online Waiver Form is August 1, 2013, for students enrolling in the Fall and February 16, 2014, for students who are newly enrolled for the Spring Term. Students who do not

meet these deadlines will remain enrolled in and billed for the Student Injury and Sickness Insurance Plan. Students who complete and successfully submit a Waiver Form in the Fall, waive coverage for the entire policy year. Only students who are newly enrolled student at Skidmore for the Spring Term are allowed to waive coverage for the Spring Term.

# **Policy Term**

#### **Insured Students**

Coverage for all Insured Students for the annual enrollment period will become effective on September 1, 2013 and will terminate on August 31, 2014.

For new Spring Semester Insured Students, coverage will become effective on January 1, 2014 and will terminate on August 31, 2014.

# **Plan Costs**

| Term                    | Annual           | Spring           |
|-------------------------|------------------|------------------|
| Coverage Period         | 9/1/13 - 8/31/14 | 1/1/14 ~ 8/31/14 |
| Student                 | \$1,553          | \$937            |
| Spouse/Domestic Partner | \$3,996          | \$2,404          |
| Child(ren)              | \$4,083          | \$2,457          |

# **Premium Refund Policy**

Except for a withdrawal due to an Injury or Sickness, any Insured Student withdrawing from the school during the first 31 days of the period for which coverage is purchased shall not be covered under the Plan and a full refund of the premium will be made. Students withdrawing after 31 days will remain covered under the Plan for the full period for which the premium has been paid and no refund will be made available. This also applies to students on leave for academic reasons, graduating students, and students electing to enroll in another plan during the policy year.

Coverage for an Insured Student entering the Armed Forces of any country will terminate as of the date of such entry. Those Insured Students withdrawing from the school to enter military service will be entitled to a pro-rata refund of premium upon written request. Premiums received by the Company are fully earned upon receipt and are non-refundable except as specifically provided.

# **Gallagher Koster Complements**

Exclusively from Gallagher Koster, enrolled students have access to the following menu of products at no additional cost. These plans are not underwritten by First Niagara Life and Health Insurance Company. More information is available online at <u>www.gallagherkoster.com/Skidmore</u> under the "Discounts and Wellness" link.

#### **EyeMed Vision Care**

The discount vision plan is available through EyeMed Vision Care. EyeMed's provider network offers access to over 45,000 independent providers and retail stores nationwide, including LensCrafters, Sears Optical, Target Optical, JC Penney Optical, and most Pearle Vision locations. You will receive a separate EyeMed ID card. There is no waiting period; you can take advantage of the savings immediately upon receipt of your EyeMed ID card. You can purchase prescription eyeglasses, conventional contact lenses or even non-prescription sunglasses at savings between 15% to 45% off regular retail pricing. In addition, you can receive discounts from 5% to 15% off laser correction surgeons. You can call 1-866-8EYEMED or go online to <u>www.eyemedvisioncare.com</u> and choose the Access network from the drop down network option.

### **Basix Dental Savings**

Maintaining good health extends to taking care of your teeth, gums and mouth. The Basix Dental Savings Program provides a wide range of dental services. It is important to understand the **Dental Savings Program is not dental insurance**. Basix contracts with dentists that agree to charge a negotiated fee to students covered under your Gallagher Koster plan. You must pay for the services received at the time of service to receive the negotiated rate.

Savings vary but can be as high as 50% depending upon the type of service received and the contracted dentist providing the service. To use the program, simply:

- Make an appointment with a contracted dentist. Contracted dentists and their fee schedules are listed on our website, <u>www.basixstudent.com</u>.
- Tell the dental office that you are an insured student and have access to the Basix program. Each dentist has an administrative person to assist you with any questions. You do not need a separate identification card for the Basix program, but you will need to show your student health insurance ID card to confirm your eligibility. If the office needs to check eligibility, call Gallagher Koster at 877-291-7424.
- Remember, you must pay for the services you receive at the time of service, so make sure you understand what forms of payment (check, credit card, etc.) the dentist accepts.

Full details of the program can be viewed at the website: <u>www.basixstudent.com</u>. Once at the home page, select the link for your school. You may also contact us via email from our website, or by telephone at (888) 274-9961.

#### CampusFit

College health is all about helping students develop healthy habits for a lifetime. To support your efforts, CampusFit "digitizes" knowledge from registered dieticians and certified fitness instructors to help teach and reinforce mainstream ideas about diet, nutrition, fitness and general wellness.

- The Energy Management section of the site allows a student to easily assess how much energy they are consuming and expending on a daily basis. It also displays the results in the context of the Food Pyramid so students can see how to improve their food choices.
- The Fitness Works section has dozens of downloadable mp3 files and written exercise routines to help students get more active. Want to run your first 5K? We've got a nine week, step-by-step plan to get you there.
- The Wellness Support section has downloadable mp3 files for guided imagery relaxation, and dozens of recordings to reinforce fundamental diet and nutrition ideas we've even got a 20 minute discussion on the "Freshman 15".

CampusFit is available at no cost to students. To access CampusFit, go to <u>www.gallagherkoster.com/Skidmore</u>.

# Prescription Drug Program

The outpatient prescription drug benefit is available through the Express Scripts Pharmacy Network. The Express Scripts Pharmacy Network includes national pharmacy chains, including CVS, Walgreens, Brooks, as well as local pharmacies. You will pay a per prescription Copayment of \$10.00 for a 30 day supply of a generic drug and a per prescription Copayment of \$25.00 for a 30 day supply of a brand name drug. Prescriptions are covered up to the plan maximum benefit of \$500,000 per policy year. Insured Persons will be given an ID card to show to the pharmacy as proof of coverage. If a prescription needs to be filled prior to receiving an ID card, reimbursement will be made upon submitting a completed Rx claim form (claim forms can be obtained from Gallagher Koster). A listing of Express Scripts Pharmacies is available by calling 1-800-711-0917 or by visiting <u>www.Express-Scripts.com</u>. Not all medications are covered (See Exclusion Section). Prescriptions are also available through a Mail Service Program. Through the Mail Service Program you will pay 2x the cost of a 30-day supply for a 90-day supply of your prescription drug. Click on "Pharmacy Program" at <u>www.gallagherkoster.com/Skidmore</u> to learn the details of the pharmacy program, including the Mail Service Program. Students who take maintenance drugs are encouraged to use the Mail Service Program to be able to receive the maximum benefit available.

When you use the Mail Service Prescription Drug Program you will need to complete a "Express Scripts By Mail" Order Form and mail it directly to Express Scripts along with your doctor's signed prescription form. After submitting your initial prescription, additional prescriptions can be filled by going online to <u>www.Express-Scripts.com</u>. A brochure describing the Mail Service Prescription Drug Program and order forms are available at <u>www.gallagherkoster.com/Skidmore</u>. Not all medications are covered, for example vitamins or food supplements, smoking deterrents, drugs to promote hair growth or weight loss, immunizations, and experimental drugs.

### **Health Services**

Student Health Services at Skidmore College is located on the first floor of the Jonsson Tower.

The office number is (518) 580-5550 and the fax number is (518) 580-5556. The Health Service Office Hours are Monday through Friday, 9 am-12 pm, 1 pm-5 pm.

The student should use the services of the Health Services or the Counseling Center first where treatment will be administered or referral issued. Expenses incurred for medical treatment rendered outside of the Health Services or the Counseling Center for which no prior approval or referral is obtained will be subject to an additional \$100 deductible for services received from an In-Network Provider, and a \$200 deductible for services received from an Out-of-Network Provider. A Health Services or Counseling Center referral for outside care is not necessary only under the following conditions:

- 1. Medical Emergency. The student must return to Health Services or the Counseling Center for necessary follow-up care;
- 2. When the Health Services or the Counseling Center is closed;
- 3. When service is rendered at another facility during break or vacation periods;
- 4. Medical care received when the student is more than 50 miles from campus;
- 5. Medical care obtained when a student is no longer able to use the Health Services or the Counseling Center due to a change in student status; or
- 6. Maternity.

Dependents are not eligible to use the Health Services or the Counseling Center; and therefore, are exempt from the above limitations and requirements.

# **Preferred Provider Network**

The Skidmore College Student Injury and Sickness Insurance Plan provides access to Physicians, Hospitals and other health care providers through the Multiplan Preferred Provider Network within the New York area, as well as throughout the United States. Network Providers are the Physicians, Hospitals and other health care providers who are contracted to provide specific medical care at negotiated prices. When Insured Students use Network Providers, out-of-pocket expenses will be less because Network Providers have agreed to accept a negotiated fee or Preferred Allowances as payment. Non-Network Providers have not agreed to a negotiated fee and are subject to a higher coinsurance.

It is important that the Insured Student verify that his or her Physicians are Network Providers when calling for an appointment or at the time of service. The most efficient and accurate way to identify Network Providers is to call Multiplan at 1-888-342-7427 or at <u>www.multiplan.com</u>. NOTE: The Student Health Services at Skidmore College is considered a Preferred Provider.

### 24-hour Nurse Advice Line

Students may utilize the Nurse Advice Line when the school health clinic is closed or anytime they need confidential medical advice. ON CALL INTERNATIONAL, Inc. provides Members with clinical assessment, education and general health information. This service shall be performed by a registered Nurse Counselor to assist in identifying the appropriate level and source(s) of care for members (based on symptoms reported and/or health care questions asked by or on behalf of Members). Nurses shall not diagnose Member's ailments. Students must be enrolled in the Student Health Insurance Plan in order to be eligible to utilize the Nurse Advice program, which is sponsored by the school. This program gives Insured students access to a toll-free nurse information line 24-hours a day, 7 days a week. To access a wealth of useful health care information, contact the Nurse Advice Line at 1-800-850-4556.

# Definitions

**Complication of Pregnancy** means: 1) conditions requiring Hospital stays (when the pregnancy is not terminated) whose diagnoses are distinct from pregnancy but are adversely affected by pregnancy or are caused by pregnancy, such as acute nephritis, nephrosis, cardiac decompensation, missed abortion and similar medical and surgical conditions of comparable severity, and will not include false labor, occasional spotting, Physician-prescribed rest during the period of pregnancy, morning sickness, hyperemesis gravidarum, preeclampsia and similar conditions associated with the management of a difficult pregnancy; and 2) nonelective caesarean section, ectopic pregnancy which is terminated and spontaneous termination of pregnancy which occurs during a period of gestation in which a viable birth is not possible.

**Covered Medical Expenses** means reasonable charges which are: 1) not in excess of Usual and Customary Charges; 2) not in excess of the maximum benefit amount payable per service as specified in the Schedule of Benefits; 3) made for services and supplies not excluded under the policy; 4) made for services and supplies which are a Medical Necessity; 5) made for services included in the Schedule of Benefits; and 6) in excess of the amount stated as a Deductible, if any. Covered Medical Expenses will be deemed "incurred" only: 1) when the covered services are provided; and 2) when a charge is made to the Insured Person for such services.

**Custodial Care** means help in transferring, eating, dressing, bathing, toileting, and other such related services.

**Deductible** means if an amount is stated in the Schedule of Benefits or any endorsement to this policy as a deductible, it shall mean an amount to be subtracted from the amount or amounts otherwise payable as Covered Medical Expenses before payment of any benefit is made. The deductible will apply per policy year or per occurrence (for each Injury or Sickness) as specified in the Schedule of Benefits.

**Elective Surgery or Elective Treatment** includes any surgery and/or treatment which is deemed not to be a Medical Necessity for the treatment of an Injury or Sickness.

**Hospital** means a short-term, acute, general hospital, which: 1) is open at all times; 2) is operated primarily and continuously for the treatment of and surgery for sick and injured persons as inpatients; 3) is under the supervision of a staff of one or more legally qualified Physicians available at all times; 4) continuously provides on the premises 24 hour nursing service by Registered Nurses; 5) provides organized facilities for diagnosis and major surgery on the premises; 6) if located in New York state, has in effect a hospitalization review plan applicable to all patients which meets at least the standards set

forth in section 1861 (k) of United States Public Law 89-97, (42 USCA 1395x[k]0; and 7) is not, other than incidentally, a place of rest, a place primarily for the treatment of tuberculosis, a place for the aged, a place for drug addicts, alcoholics, or a place for convalescent, custodial, education, or rehabilatory care.

**Hospital Confined/Hospital Confinement** means confined in a Hospital for at least 18 hours by reason of an Injury or Sickness for which benefits are payable.

**Injury** means bodily injury which is: 1) directly and independently caused by specific accidental contact with another body or object; 2) unrelated to any pathological, functional, or structural disorder; 3) a source of loss; 4) treated by a Physician within 30 days after the date of accident; and 5) sustained while the Insured Person is covered under this policy. All injuries sustained in one accident, including all related conditions and recurrent symptoms of these injuries, will be considered one injury. Injury does not include loss which results wholly or in part, directly or indirectly, from disease or other bodily infirmity. **Insured Person** means: the Named Insured. The term "Insured" also

means Insured Person.

**Medical Emergency** means a medical or behavioral condition that manifests itself by symptoms of sufficient severity, including severe pain, that a prudent layperson, possessing an average knowledge of medicine and health, could reasonably expect the absence of immediate medical attention to result in:

- 1) Placing the health of the Insured's or others in serious jeopardy;
- 2) Serious impairment of bodily functions;
- 3) Serious dysfunction of any body organ or part;
- 4) Serious disfigurement of the Insured; or
- 5) Placing the health of a woman or her unborn child in danger. Expenses incurred for "Medical Emergency" will be paid only for Sickness or Injury which fulfills the above conditions. These expenses will not be paid for minor Injuries or minor Sicknesses.

**Medical Necessity** means those services or supplies provided or prescribed by a Hospital or Physician which are:

- Essential for the symptoms and diagnosis or treatment of the Sickness or Injury;
- 2) Provided for the diagnosis, or the direct care and treatment of the Sickness or Injury;
- 3) In accordance with the standards of good medical practice;
- 4) Not primarily for the convenience of the Insured, or the Insured's Physician; and,
- 5) The most appropriate supply or level of service which can safely be provided to the Insured.

The Medical Necessity of being Hospital Confined means that: 1) the Insured requires acute care as a bed patient; and, 2) the Insured cannot receive safe and adequate care as an outpatient.

This policy only provides payment for services, procedures and supplies which are a Medical Necessity. No benefits will be paid for expenses which are determined not to be a Medical Necessity, including any or all days of Hospital Confinement.

**Mental and Nervous Disorder** means a Sickness that is a mental, emotional or behavioral disorder. All diagnoses classified as a "Mental Disorder" according to the <u>International Classification of Diseases</u> are considered one Sickness.

**Named Insured** means an eligible, registered student of the Policyholder, if: 1) the student is properly enrolled in the program; and 2) the appropriate premium for coverage has been paid.

**Newborn Infant** means: 1) any newly born child of an Insured provided that the person is insured under this policy; 2) a newborn adopted child of an Insured provided the person is insured under this policy on the date the adoption is effective; and 3) a newborn child placed with the Insured pending adoption procedures provided the person adopting the child is insured under the policy on the date the child is placed with the Insured. Newborn Infants will be covered under the policy for the first 31 days after birth. Coverage will be for Injury

or Sickness, including medically diagnosed congenital defects, birth abnormalities, prematurity and nursery care; benefits will be the same as for the Insured Person who is the child's parent.

The Insured will have the right to continue such coverage for the child beyond the first 31 days. To continue the coverage the Insured must, within the 31 days after the child's birth: 1) apply to us; and 2) pay the required additional premium, if any, for the continued coverage. If the Insured does not use this right as stated here, all coverage as to that child will terminate at the end of the first 31 days after the child's birth.

**Physician** means a legally qualified licensed practitioner of the healing arts, including a chiropractor, who provides care within the scope of his/her license, other than a member of the person's immediate family.

The term "member of the immediate family" means any person related to an Insured Person within the third degree by the laws of consanguinity or affinity.

**Physiotherapy** means any form of the following: physical or mechanical therapy; diathermy; ultra-sonic therapy; heat treatment in any form; manipulation or massage administered by a Physician, including a chiropractor.

**Pre-Existing Condition** means any condition for which medical advice, diagnosis, care or treatment was recommended or received within the 6 (or less) months immediately prior to the Insured's enrollment date under the policy. Does not apply for insureds under the age of 19.

**Prescription Drugs** means: 1) prescription legend drugs; 2) compound medications of which at least one ingredient is a prescription legend drug; 3) any other drugs which under the applicable state or federal law may be dispensed only upon written prescription of a Physician; and 4) injectable insulin.

**Psychotherapy** means the treatment of a Mental and Nervous Disorder. Psychotherapy includes all related or ancillary charges incurred as a result of a Mental and Nervous Disorder.

**Registered Nurse** means a professional nurse (R.N.) who is not a member of the Insured Person's immediate family.

**Sickness** means sickness or disease of the Insured Person which causes loss, and originates while the Insured Person is covered under this policy. All related conditions and recurrent symptoms of the same or a similar condition will be considered one sickness.

**Sound, Natural Teeth** means natural teeth, the major portion of the individual tooth is present, regardless of fillings or caps; and is not carious, abscessed, or defective.

**Usual and Customary Charge** means a reasonable charge which is: 1) usual and customary when compared with the charges made for similar services and supplies; and 2) made to persons having similar medical conditions in the locality where service is rendered. No payment will be made under this policy for any expenses incurred which in the judgment of the Company are in excess of Usual and Customary Charges.

You, Your, or Yours means the Insured.

**We, Us, Our** or **The Company** means First Niagara Life and Health Insurance Company.

### **Pre-Existing Conditions**

Students and dependents under the age of 19 are immediately covered for Pre-Existing conditions; however if you are 19 years old or older, the Pre-Existing Condition limitation applies.

If an Insured Person receives treatment or service for a Pre-Existing Condition: (a) We will not pay benefits for such condition until the day after a six (6) consecutive month period has passed from the Insured Student's effective date.

If an Insured Person becomes insured under this Plan and was covered under Creditable Coverage, We will credit the time the Insured Person was covered under prior Creditable Coverage in determining whether the exclusion for a Pre-Existing Condition applies. A period of Creditable Coverage will be credited if the previous Creditable Coverage was continuous to a date not more than 63 days prior to the Effective Date of the new coverage.

Payment will be in accord with the provisions of this Policy. If the Insured Person has a lapse in coverage, the Pre-Existing Condition Waiting Period will have to be satisfied again.

#### **Creditable Coverage**

Creditable Coverage means coverage under any of the following:

- (a) Any individual or group policy, contract or program, that is written or administered by a disability insurance company, health care service plan, fraternal benefits society, self-insured employee plan, or any other entity, and that arranges or provides medical, hospital and surgical coverage not designed to supplement other private or governmental plans. The term includes continuation or conversion coverage, but does not include Injury only, credit, disability income, Medicare supplement, long-term care insurance, dental, vision, coverage issued as a supplement to liability insurance, insurance arising out of workers' compensation or a similar law, automobile medical payment insurance, or insurance under which benefits are payable with or without regard to fault that is statutorily required to be contained in any liability insurance policy or equivalent self-insurance;
- (b) The federal Medicare Program pursuant to Title XVIII of the Social Security Act;
- (c) The Medicaid program pursuant to Title XIX of the Social Security Act, other than coverage consisting solely of benefits under section 1928;
- (d) Chapter 55 of Title 10, United States Code, the Civilian Health and Medical Program of the Uniformed Services;
- (e) a medical care program of the Indian Health Service or of a tribal organization;
- (f) a state health benefits risk pool;
- (g) a health plan offered under chapter 89 of Title 5, United States Code, the Federal Employees Health Benefits Program;
- (h) a public health plan as defined by federal regulations; or
- (i) a health benefit plan under section 5(e) of the Peace Corps Act.

#### Exceptions

The Pre-Existing Condition exclusion does not apply to genetic information, in the absence of a diagnosis of a condition related to such information.

### **Continuous Insurance**

This Policy may be replacing a Prior Plan with another insurer. Prior Plan means (a) the Student Health Insurance policy or policies issued to the Policyholder immediately before the current Policy; and (b) other policies providing Creditable Coverage as defined in this Policy. Injury or Sickness shall include an Injury sustained, or a Sickness first manifesting itself, while the Insured Person is continuously insured under the Prior Plan and became insured under this Policy without a break in coverage. But no benefits shall be payable for such Injury or Sickness to the extent that such benefits are payable under the Prior Plan for the same expenses.

This will apply even though the Prior Plan provided that it will not duplicate the benefits under another Policy. Also, the total amount of benefits payable for such Injury or Sickness under this Policy and the Prior Plan cannot exceed the Per Condition Aggregate Maximum. Nothing contained herein shall be held to vary, alter, waive, or extend any of the provisions, exclusions, and other terms of this Policy, except as provided above.

# **Emergency Medical Evacuation**

This benefit is available to International Students or students participating in a Skidmore Study Abroad Program. Combining

thisbenefit with the Repatriation of Remains benefit, we will pay for benefits for the Covered Expenses incurred, up to \$50,000 if any Injury or Sickness results in the Emergency Medical Evacuation of the Insured Person. Emergency Medical Evacuation means: a) the Insured Person's medical condition warrants immediate Transportation from the place where the Insured Person is injured or ill to the nearest Hospital or home residence where appropriate medical treatment can be obtained; or b) for International Students after being treated at a local Hospital; the Insured Person's medical condition warrants Transportation to his/her Home Country to obtain further medical treatment to recover. All Transportation arrangements made for evacuating the Insured Person must be: (a) by the most direct and economical conveyance; and (b) approved in advance by the Company (On Call International). Expenses for special transportation must be: (a) recommended by the attending Physician; or (b) required by the standard regulations of the conveyance transporting the Insured Person. Special transportation includes, but is not limited to: air ambulance, land ambulance, and private motor vehicle. Expenses for medical supplies and services must be recommended by the attending Physician.

### **Repatriation of Remains**

This benefit is available to International Students or students participating in a Skidmore College Study Abroad Program. In the event of the death of an Insured Person, we will pay the actual charges up to a maximum of \$50,000 (in conjunction with the Medical Evacuation Benefit) for preparation and transportation of the Insured Person's remains to his or her home country. This will be in accord with all legal requirements in effect at the time the body remains are to be returned to his or her Home Country. The death must occur while the person is insured for this benefit. Covered expenses include expenses for embalming, cremation, coffins, and transportation. Repatriation of remains must be approved in advance by the Company (On Call International).

### **Travel Assistance Services**

Included in this health insurance program is access to a 24-hour worldwide assistance network for emergency assistance anywhere in the world. Simply call the assistance center collect. The multilingual staff will answer your call and immediately provide reliable, professional and thorough assistance. The following services are included in this Plan:

- 1. Referral to the nearest, most appropriate medical facility, and/or Provider.
- 2. Medical monitoring by board certified emergency physicians in the United States.
- 3. Urgent message relay between family, friends, personal physician, school, and insured.
- 4. Guarantee of payment to Provider and assistance in coordinating insurance benefits.
- 5. Arranging and coordinating emergency medical evacuation and repatriation.
- 6. Emergency travel arrangements for disrupted travel as the consequence of a medical emergency.
- 7. Referral to legal assistance.
- 8. Assistance in locating lost or stolen items including lost ticket application processing.

Contact On Call International for any of these services:

Toll Free from U.S. and Canada: 1-800-850-4556

Dial Direct or Call Collect Worldwide: 1-603-898-9159 or <u>www.oncallinternational.com</u>.

### **INJURY AND SICKNESS SCHEDULE OF BENEFITS**

The Plan provides benefits for the expenses incurred by an Insured Person for loss due to Injury and Sickness up to a Per Condition Maximum of \$500,000. Benefits will be paid for each service as scheduled below

| Per Policy Year<br>(deductible waived if hea<br>of Preferred Allowance<br>of Preferred Allowance<br>of Preferred Allowance<br>Paid as any o<br>of Preferred Allowance<br>of Preferred Allowance<br>of the Surgery Allowance<br>of Preferred Allowance<br>of Preferred Allowance<br>of Preferred Allowance<br>of Preferred Allowance   | er policy year     \$200 Per Policy Year     alth services referral provided)     \$10,000     60% of Allowable Charge     60% |
|---|--|
| of Preferred Allowance<br>of Preferred Allowance<br>of Preferred Allowance<br>of Preferred Allowance<br>Paid as any o<br>of Preferred Allowance<br>of Preferred Allowance | alth services referral provided)     \$10,000     60% of Allowable Charge  |
| of Preferred Allowance<br>of Preferred Allowance<br>of Preferred Allowance<br>Paid as any o<br>of Preferred Allowance<br>of Preferred Allowance<br>of the Surgery Allowance<br>of Preferred Allowance                         | \$10,000     60% of Allowable Charge     60% of Allowable Charge     60% of Allowable Charge     other sickness     60% of Allowable Charge  |
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### INJURY AND SICKNESS SCHEDULE OF BENEFITS (Con't)

| Mandated Benefits                       | In-Network Out-of-Network   |
|---|---|
| Bone Mass Measurement                   | Paid as any other Sickness  |
| Breast Reconstruction                   | Paid as any other Sickness  |
| Cytological Screening (pap smear)       | Paid as Preventative Service Benefit  |
| Diabetes Treatment                      | Paid as any other Sickness  |
| Mammographic Examination                | Paid as Preventative Service Benefit  |
| Maternity Care                          | Not less than 48 hours for normal deliver, and not less than<br>96 hours for caesarean section delivery |
| Mastectomy Treatment                    | Length to be determined by attending physician  |
| Clinical Trials                         | Paid as any other sickness  |
| End of Life Care Expense                | Paid as any other Sickness  |
| Prostate Screening                      | Paid as Preventative Service Benefit  |
| Cancer - Second Opinion Expense Benefit | Paid as any other Sickness  |
| Enteral Formulas Expense Benefit        | Paid as any other Sickness Up to \$2,500 per Policy Year  |
| Travel Related Benefits                 |   |
| Medical Evacuation Expense Benefit      | 100% of Covered Expenses up to \$50,000   |
| Repatriation of Remains Benefit         | 100% of Covered Expenses up to \$50,000   |

#### IMPORTANT NOTE ABOUT YOUR BENEFITS

Should state law and/or federal law require certain benefits to be included in the Master Policy that are not included in this brochure, such benefits shall be deemed to be included in this brochure to the extent necessary to satisfy the minimum requirements of such law. For more information about your benefits, please read the Summary of Benefits and Coverages available at <u>www.gallagherkoster.com/skidmore</u> and the Glossary of Terms available at <u>www.cciio.cms.gov</u>, or you may request a copy by calling 1 -877-291-7424.

### **State Mandated Benefits**

#### Autism Spectrum Disorder Expense Benefit

We will pay the covered percentage of the Covered Medical Expenses incurred by an Insured Person for the diagnosis and treatment of medical conditions otherwise covered by the policy because the treatment is provided to diagnose or treat autism spectrum disorder. We cover such charges the same way We treat Covered Medical Expenses for any other Sickness.

"Autism Spectrum Disorder" means a neurobiological condition that includes autism, Asperger syndrome, Rett's syndrome, or pervasive developmental disorder.

#### **Breast Cancer Treatment Expense Benefit**

Benefits will be paid the same as any other Sickness for medically appropriate care as determined by the attending Physician in consultation with the Insured for a lymph node dissection, a lumpectomy or mastectomy for the treatment of breast cancer. Breast reconstructive surgery after a mastectomy will also be paid as any other Sickness for medically appropriate care as determined by the attending Physician in consultation with the Insured. Benefits will be paid for 1) all stages of reconstruction of the breast on which the mastectomy has been performed; 2) surgery and reconstruction of the other breast to produce a symmetrical appearance; and 3) prostheses and any physical complications of all stages of mastectomy, including lymphedemas. Benefits shall be subject to all Deductible, copayment, coinsurance, limitations, or any other provisions of the policy.

#### Bone Mineral Density Measurements or Tests Expense Benefit

Benefits will be paid the same as any other Sickness for bone mineral density measurements or tests, and if coverage for Prescription Drugs, drugs and devices is otherwise provided in the policy, coverage for federally approved Prescription Drugs and devices.

Bone mineral density measurements or tests, drugs and devices shall include those covered under Medicare as well as those in accordance with the criteria of the National Institutes of Heath, including, as consistent with such criteria, dual-energy x-ray absorptiometry.

Individuals qualifying for benefits shall at a minimum, include individuals:

- (a) previously diagnosed as having osteoporosis or having a family history of osteoporosis; or
- (b) with symptoms or conditions indicative of the presence, or the significant risk, of osteoporosis; or
- (c) on a prescribed drug regimen posing a significant risk of osteoporosis; or
- (d) with lifestyle factors to such a degree as posing a significant risk of osteoporosis; or
- (e) with such age, gender and/or other physiological characteristics which pose a significant risk for osteoporosis.

Benefits shall be subject to all Deductible, copayment, coinsurance, limitations, or any other provisions of the policy.

#### Chiropractic Care Expense Benefit

We will pay the covered percentage of the Covered Medical Expenses incurred for chiropractic care provided by a doctor of chiropractic, in connection with the detection or correction by manual or mechanical means of structural imbalance, distortion or subluxation in the human body for the purpose of removing nerve interference, and the effects thereof, where such interference is the result of or related to distortion, misalignment or subluxation of or in the vertebral column. We cover such charges the same way We treat Covered Medical Expenses for any other Injury.

#### Cervical Cytological Screening and Mammograms Expense Benefit

Benefits will be paid the same as a Preventative Service Benefit for cervical cytology screening and mammograms.

- (a) Benefits will be paid for an annual cervical cytology screening for women 18 years of age and older. This benefit shall include an annual pelvic examination, collection and preparation of a Pap smear, and laboratory and diagnostic services provided in connection with examining and evaluating the Pap smear.
- (b) Benefits will be paid for mammograms as follows:
  - Upon a Physician's recommendation, Insureds at any age who are at risk for breast cancer or who have a first degree relative with a prior history of breast cancer, and
  - (2) a single base line mammogram for Insureds age 35 but less than 40, and
  - (3) a mammogram every year for Insureds age 40 and older. Out-of-Network Preventive Services benefits shall be subject to all Deductible, copayment, coinsurance, limitations, or any other provisions of the policy.

#### Chemical Dependence Treatment (Alcohol and Drug Abuse) Expense Benefit

Benefits will be paid the same as any other Sickness for treatment of Chemical Dependence and Chemical Abuse subject to the following limits:

#### **Outpatient Treatment:**

Outpatient benefits are limited to one outpatient visit per day and include a maximum of 20 outpatient visits per calendar year for the Insured Person in need of treatment.

#### **Inpatient Treatment:**

For rehabilitation services, benefits will be paid the same as any other Sickness not to exceed 30 days of inpatient care per policy year. Benefits will be limited to facilities in New York state certified by the Office of Alcoholism and Substance Abuse Services or licensed by such office as outpatient clinic or medically supervised ambulatory substance abuse programs and in other states to those which are accredited by the Joint Commission on accreditation of hospitals as alcoholism or Chemical Dependence treatment programs.

"Chemical abuse" means alcohol and substance abuse.

"Chemical dependence" means alcoholism and substance dependence. Benefits shall be subject to all Deductible, copayment, coinsurance, limitations, or any other provisions of the policy.

#### **Contraceptive Drugs and Devices Services Expense Benefit**

We will pay the covered percentage of the Covered Medical Expenses incurred for the cost of contraceptive drugs or devices approved by the federal Food and Drug Administration or generic equivalents approved as substitutes by the FDA under the prescription of a health care provider legally authorized to prescribe under title eight of New York Education Law. We cover such charges the same way We treat Covered Medical Expenses for any other Sickness.

#### **Diabetes Expense Benefit**

Benefits will be paid the same as any other Sickness for the following equipment and supplies for the treatment of diabetes. Such equipment and supplies must be recommended or prescribed by a Physician. Covered Medical Expenses includes but are not limited to the following equipment and supplies:

- (a) lancets and automatic lancing devices;
- (b) glucose test strips;
- (c) blood glucose monitors;
- (d) blood glucose monitors for the visually impaired;
- (e) control solutions used in blood glucose monitors;
- (f) diabetes data management systems for management of blood glucose;
- (g) urine testing products for glucose and ketones;
- (h) oral anti-diabetic agents used to reduce blood sugar levels;
- (i) alcohol swabs;
- (j) syringes;

- (k) injection aids including insulin drawing up devices for the visually impaired;
- (l) cartridges for the visually impaired;
- (m) disposable insulin cartridges and pen cartridges;
- (n) all insulin preparations;
- (o) insulin pumps and equipment for the use of the pump including batteries;
- (p) insulin infusion devices;
- (q) oral agents for treating hypoglycemia such as glucose tablets and gels; and
- (r) glucagon for injection to increase blood glucose concentration. Benefits will also be paid for medically necessary diabetes self-management education and education relating to diet. Such education may be provided by a Physician or the Physician's staff as a part of an office visit. Such education when provided by a certified diabetes nurse educator, certified nutritionist, certified dietitian or registered dietitian upon referral by a Physician may be provided in a group setting. When medically necessary, self-management education and diet education shall also include home visits.

Benefits shall be subject to all Deductible, copayment, coinsurance, limitations, or any other provisions of the policy.

#### ${\it End of Life Care for Terminally Ill Cancer Patients Expense Benefit}$

Benefits will be paid the same as any other Sickness for Covered Medical Expenses for acute care services at Hospitals specializing in the treatment of terminally ill patients for those Insured's diagnosed with advanced cancer (with no hope of reversal of primary disease and fewer than sixty days to live, as certified by the Insured's attending Physician) if the Insured's attending Physician, in consultation with the medical director of the Hospital, determines that the Insured's care would appropriately be provided by the Hospital.

If the Company disagrees with the admission of or provision or continuation of care for the Insured at the Hospital, the Company will initiate an Expedited External Appeal. Until such decision is rendered, the admission of or provision or continuation of the care by the Hospital shall not be denied by the Company and the Company shall provide benefits and reimburse the Hospital for Covered Medical Expenses. The decision of the External Appeal Agent shall be binding on all parties. If the Company does not initiate an Expedited External Appeal, the Company shall reimburse the Hospital for Covered Medical Expenses. The Company shall provide reimbursement at rates negotiated between the Company and the Hospital. In the absence of agreed upon rates, the Company will reimburse the Hospital's acute care rate under the Medicare program and shall reimburse for alternate level care days at seventy-five percent of the acute care rate. Payment by the Company shall be payment in full for the services provided to the Insured. The Hospital shall not charge or seek any reimbursement from, or have any recourse against an Insured for the services provided by the Hospital except for any applicable Deductible, copayment or coinsurance. Benefits shall be subject to all Deductible, copayment, coinsurance, limitations, or any other provisions of the policy.

#### **Experimental or Investigational Services**

Any service, supply or prescribed pharmaceutical product otherwise considered experimental or investigational, or provided as part of a clinical trial, will not be excluded if it has been recommended by an external appeals agent as the result of an external appeal. Expenses for such service, supply or pharmaceutical will be reimbursed on the same basis as any other service, supply or pharmaceutical covered under this Policy.

#### Maternity Expense Benefit

Benefits will be paid the same as any other Sickness for pregnancy. Benefits will include coverage for an Insured mother and newborn confined to a Hospital as a resident inpatient for childbirth, but, in no event, will benefits be less than:

- 1. 48 hours after a non-cesarean delivery; or
- 2. 96 hours after a cesarean section.

Benefits for maternity care shall include the services of a certified nurse-midwife under qualified medical direction. The Company will not pay for duplicative routine services actually provided by both a certified nurse-midwife and a Physician.

Benefits will be paid for:

- 1. parent education;
- 2. assistance and training in breast or bottle feeding; and
- 3. the performance of any necessary maternal and newborn clinical assessments.

In the event the mother chooses an earlier discharge, at least one home visit will be available to the mother, and not subject to any deductibles, coinsurance, or copayments.

The first home visit, (which may be requested at any time within 48 hours of the time of delivery, or within 96 hours in the case of a cesarean section) shall be conducted within 24 hours following:

- 1. discharge from the Hospital; or
- 2. the mother's request; whichever is later.

Except for the one home visit after early discharge, all benefits shall be subject to all Deductible, copayment, coinsurance, limitations, or any other provisions of the policy.

#### **Medical Foods Expense Benefit**

Benefits will be paid the same as any other Sickness for Prescription Drugs for the cost of enteral formulas for home use which are prescribed by a Physician as medically necessary for the treatment of specific diseases for which enteral formulas have been found to be an effective form of treatment. Specific diseases for which enteral formulas have been found to be an effective form of treatment include but are not limited to inherited disease of amino-acid or organic metabolism; Crohn's disease; gastroesophagael reflux with failure to thrive, disorders of gastrointestinal motility such as chronic intestinal pseudo-obstruction; and multiple severe food allergies which if left untreated will cause malnourishment, chronic physical disability, mental retardation or death.

Benefits will also be paid for the medically necessary Usual and Customary Charges for modified solid food products that are low protein or which contain modified protein for treatment of certain inherited diseases of amino acid and organic acid metabolism, not to exceed a maximum benefit of \$2,500 in any 12-month period.

Benefits shall be subject to all Deductible, copayment, coinsurance, limitations, or any other provisions of the policy.

#### Prescription Drugs for the Treatment of Cancer Expense Benefit

Benefits will be paid the same as any other Sickness for Prescription Drugs for the treatment of cancer provided that the drug has been recognized for treatment of the specific type of cancer for which the drug has been prescribed in one of the following established reference compendia:

- 1. the American Medical Association Drug Evaluations;
- 2. the American Hospital Formulary Service Drug Information; or
- 3. the United States Pharmacopeia Drug Information; or
- 4. recommended by review article or editorial comment in a major peer reviewed professional journal.

Benefits will not be paid for any experimental or investigational drugs or any drug which the food and drug administration has determined to be contraindicated for treatment of the specific type of cancer for which the drug has been prescribed.

Benefits shall be subject to all Deductible, copayment, coinsurance, limitations, or any other provisions of the policy.

#### Prostate Cancer Screening Expense Benefit

Benefits will be paid the same as a Preventative Service Benefit for a prostate examination and laboratory tests for cancer for an Insured

at any age with a prior history of prostate cancer; at age 50 and over for Insureds who are asymptomatic; and at age 40 and over for Insureds with a family history of prostate cancer or other prostate cancer risk factors. Out-of-Network Preventive Services benefits shall be subject to all Deductible, copayment, coinsurance, limitations, or any other provisions of the policy.

#### $Second\,Medical\,Opinion\,for\,Diagnosis\,of\,Cancer\,Expense\,Benefit$

Benefits will be paid the same as any other Sickness for a second medical opinion by an appropriate Physician, including but not limited to a Physician affiliated with a specialty care center for the treatmentof cancer, in the event of a positive or negative diagnosis of cancer or a recurrence of cancer or a recommendation of a course of treatment for cancer. Benefits will be paid at the Preferred Provider In-Network level of benefits for a second medical opinion by a non-participating Physician, including but not limited to a Physician affiliated with a specialty care center for the treatment of cancer, when the attending Physician provides a written referral to a non-participating Physician. If the Insured receives a second medical opinion from a non-participating Physician without a written referral, benefits will be paid at the Out-of-Network level of benefits.

Benefits shall be subject to all Deductible, copayment, coinsurance, limitations, or any other provisions of the policy.

#### Mental, Nervous or Emotional Disorders

**Inpatient Hospital Confinement:** If an Insured Person requires treatment for a Mental, Nervous or Emotional Disorders, We will pay for such treatment as follows: When the Insured Person requires Hospital Confinement for treatment of a Mental, Nervous or Emotional Disorder, We will pay the covered percentage of the Covered Medical Expenses incurred for such Hospital Confinement on the same basis as any other Sickness as described in Part A, Hospital Room and Board Expense of the Hospital Expense Benefit. However, We will not cover more than 30 days of inpatient care for such services in any one calendar year. Such confinement must be in a licensed or certified facility, including Hospitals. What We pay is shown in the Schedule of Benefits.

**Outpatient Services:** When an Insured Person is not so Hospital confined, We will pay the covered percentage of the Covered Medical Expenses incurred for not more than 20 days of active treatment in any calendar year, as shown in the Plan of Insurance, for covered outpatient services for the treatment of Mental, Nervous or Emotional Disorders. The Mental, Nervous or Emotional Disorder must, in the professional judgment of health care providers, be treatable, and the treatment must be Medically Necessary. Outpatient Treatment and Physician services include charges made in a facility operated by the Office of Mental Health, or by a psychiatrist or psychologist licensed to practice in this state or a professional corporation or university faculty practice corporation. We cover such charges the same way We treat Covered Charges for any other Sickness. What We pay is shown in the Schedule of Benefits

#### **Biologically-Based Mental Illnesses**

Benefits for Inpatient and Outpatient services described above will be paid for biologically-based mental illnesses, but any limits on the number of days of inpatient treatment or out-patient days of active treatment will not apply. For purposes of this benefit, a biologicallybased mental illness is one caused by a biological disorder of the brain and results in a clinically significant limitation of the function of the patient. Such disorders include schizophrenia/psychotic disorders, major depression, bipolar disorder, delusional disorders, panic disorder, obsessive compulsive disorder, bulimia and anorexia.

#### Serious Emotional Disturbances of Children

Benefits for Inpatient and Outpatient services described above will be paid for serious emotional disturbances of a child under age 18, but any limits on the number of days of inpatient treatment or outpatient days of active treatment will not apply. For purposes of this benefit, a serious emotional disturbance is a diagnosis of attention deficit disorder, disruptive behavior disorder, development disorder, with one or more (a) serious suicidal or life-threatening self-destructive behaviors, (b) significant psychotic behaviors, including hallucinations, delusions or bizarre behaviors, or (c) behaviors caused by emotional disturbance that place the child at risk of (i) causing personal injury or significant property damage, or (ii) requiring removal from the household.

We will not pay for: (a) Mental health benefits or services for individuals who are presently incarcerated, confined or committed to a local correctional facility or a prison, or a Custodial Care facility for youth operated by the Office of Children and Family Services; (b) Mental health benefits or services solely because such services are ordered by a court; (c) Benefits or services deemed cosmetic in nature on the grounds that changing or improving an individual's appearance is justified by the individual's mental health needs. In addition to the above, this provision is subject to the Exclusions and Limitations of this Policy.

#### Pre-Hospital Emergency Medical Services Expense Benefit

We will pay the covered percentage of the Covered Medical Expenses incurred for the treatment of an emergency condition when such services are provided by an ambulance service issued a certificate to operate pursuant to section three thousand five of the public health law. Payment by the Company pursuant to this section shall be payment in full for the services provided. An ambulance service reimbursed pursuant to this section shall not charge or seek any reimbursement from, or have any recourse against, the Insured for the services provided pursuant to this paragraph, except for the collection of copayments, coinsurance or deductibles for which the Insured is responsible for under the terms of the policy.

# Accidental Death and Dismemberment Benefit

If such Injury shall independently of all other causes and within 365 days from the date of Injury solely result in any one of the following specific losses, the Company will pay the applicable amount below. Payment under this benefit will not exceed the Per Condition Maximum.

| For the Loss of                         |
|---|
| Life                                    |
| Two hands                               |
| Two feet                                |
| Sight of two eyes \$5,000               |
| One hand and one foot \$5,000           |
| One hand and sight of one eye           |
| One foot and sight of one eye \$5,000   |
| One hand or one foot or one eye \$2,500 |

Loss of hands and feet means the loss at or above the wrist or ankle joints. loss of eyes means total irrecoverable loss of the entire sight. Only one of the amounts named above will be paid for Injuries resulting from any one accident. The amount so paid shall be the largest amount that applies.

This provision does not cover the loss if it in any way results from or is caused or contributed by: (a) physical or mental illness; medical or surgical treatment except treatment that results directly from a surgical operation made necessary solely by an injury covered by this Policy; (b) an infection, unless it is caused solely and independently by a covered Injury; (c) participation in a felony; or (d) the Insured Person being intoxicated or under the influence of any drug unless taken as prescribed by a Physician.

In addition to the above, this provision is subject to the Exclusions and Limitations of this Policy.

### Exclusions

- 1. Expense incurred as the result of dental treatment, except as provided in the Sickness Dental Expense Benefit, if included in this Policy. This exclusion does not apply to treatment resulting from Injury to sound, natural teeth;
- 2. Services normally provided without charge by the Policyholder health service, infirmary, or Hospital, or by Health Care Providers employed by the Policyholder;
- 3. Eyeglasses, contact lenses, hearing aids, or prescriptions or examinations therefore;
- 4. Injury due to participation in a riot;
- 5. Accident occurring in consequence of riding as a passenger or otherwise in any vehicle or device for aerial navigation, except as a fare paying passenger in an aircraft operated by a scheduled airline maintaining regular published schedules on a regularly established route;
- 6. Injury or Sickness resulting from declared or undeclared war; or any act thereof;
- 7. Injury or Sickness for which benefits are paid under any Workers Compensation or Occupational Disease Law;
- Injury sustained or Sickness contracted while in service of the Armed Forces of any country, except as specifically provided. Upon the Insured Person entering the Armed Forces of any country, We will refund the unearned pro-rata premium to such Insured Person;
- 9. Treatment provided in a government hospital unless there is a legal obligation to pay such charges in the absence of insurance;
- 10. Elective Treatment or elective surgery, except as specifically provided;
- 11. Cosmetic surgery, except as the result of an Injury occurring while this Policy is in force as to the Insured Person. This exclusion shall also not apply to cosmetic surgery, which is reconstructive surgery when such service is incidental to or follows surgery resulting from trauma, infection or other disease of the involved body part; and reconstructive surgery because of congenital disease or anomaly of a covered Dependent child which has resulted in a functional defect;
- 12. Injuries sustained as the result of a motor vehicle accident to the extent that benefits are recovered or recoverable under mandatory no-fault benefits insurance;
- 13. Routine physicals, preventive medicines, serums, vaccines, unless prescribed by a Doctor for treatment of an Injury or Sickness covered under this Policy; except as specified in the policy; or provided under the Wellness and Preventative Services Benefits;
- 14. Pre-Existing Conditions for insured over the age of 19 as defined in this Policy;
- 15. For services, supplies or treatment, including any period of hospital confinement, which were not recommended, approved and certified as necessary and reasonable by a Doctor; or expenses non-medical in nature;
- 16. For expenses as a result of participation in a felony;
- Illness, accident, treatment or medical condition arising out of interscholastic or intercollegiate sports in excess of \$2,000;
- For International Students, expenses incurred within the Insured Person's Home Country or Country of regular domicile.

# **Coordination of Benefits**

This is a Primary Plan for insured students. However, if it is indicated that the student has other insurance coverage, benefits will be coordinated with any other medical, surgical or hospital plan so that combined payments under all programs will not exceed 100% of charges incurred for covered services and supplies.

# **Extension of Benefits after Termination**

The coverage provided under this policy ceases on the Termination Date. However, if an Insured is Hospital Confined on the Termination Date from a covered Injury or Sickness for which benefits were paid before the Termination Date, Covered Medical Expenses for such Injury or Sickness will continue to be paid as long as the condition continues but not to exceed 90 days after the Termination Date.

The total payments made in respect of the Insured for such condition both before and after the Termination Date will never exceed the Maximum Benefit.

If the Insured is also an Insured under the succeeding policy issued to the Policyholder; this "Extension of Benefits" provision will not apply.

# Subrogation and Right of Recovery

**Subrogation** - When benefits are paid to or for an Insured under the terms of this policy, the Company shall be subrogated, unless otherwise prohibited by law, to the rights of recovery of such Insured for Hospital, medical, or surgical services and benefits. The right of subrogation will only be exercised by the Company when the amounts (or portion) received by the Insured through a third-party settlement or satisfied judgment is specifically identified as amounts paid for Hospital, medical or surgical services and benefits. Such subrogation rights shall extend only to the recovery by the Company of the benefits it has paid for such hospitalization and treatment. The Insured shall execute and deliver such instruments and papers as may be required and do whatever else is necessary to secure such rights to the Company.

**Right of Recovery** - Payments made by the Company which exceed the Covered Medical Expenses (after allowance for Deductible and coinsurance clauses, if any) payable hereunder shall be recoverable by the Company from or among any persons, firms, or corporations to or for whom such payments were made or from any insurance organizations who are obligated in respect of any covered Injury or Sickness as their liability may appear.

# **Appeal Procedure**

#### **Internal Appeal**

You may appeal an adverse benefit determination, which includes a claim denial or any determination that (a) you are not eligible for coverage. (b) your coverage is rescinded. (c) a service for which vou submitted a claim is not covered, or is excluded, limited or reduced by any deductible or co-pay, or (d) is experimental. investigational, or not medically necessary or appropriate. You will be notified of the reason with a description of any additional information necessary to appeal the denial. If You or would like additional information or have a complaint concerning the denial, please contact Our Third Party Administrator (TPA) at 1-877-349-9017. The TPA will address concerns and attempt to resolve the complaint. If the TPA is unable to resolve the complaint over the phone, You may file a written internal appeal by writing to Our TPA. Please include Your name, social security number, home address, policy number and any other information or documentation to support the appeal. The appeal must be submitted within 60 days of the event that resulted in the complaint. The TPA will acknowledge Your appeal within 10 working days of receipt or within 72 hours if the event involves a life-threatening situation. A decision will be sent to You within 30 days. If there are extraordinary circumstances involved, the TPA may take up to an additional 60 days before rendering a decision.

#### **External Appeal**

If internal appeals do not resolve your claim you have rights under New York and under Federal law to request and receive an external, independent review of your claim. Contact Skidmore College Health Services or the Plan TPA, Klais & Company, Inc. for information about your rights and how to request an external review, any costs and any information and timeliness requirements.

### **Claims Procedures**

In the event of an Injury or Sickness, the Insured Person should:

- 1. If, at the College, and the Student Health Service is open, report immediately to the Student Health Service so that proper treatment can be prescribed or approved, or
- 2. If away from the College, and the Student Health Service is closed, consult a Physician and follow his/her advice
- 3. A claim form is not required to submit a claim. However, an itemized medical bill, HCFA 1500, or UB-92 form should be used to submit expenses. The Insured Student/Person's name and identification number need to be included.
- 4. The form(s) should be mailed within 90 days from the date of Injury or from the date of the first medical treatment for a Sickness, or as soon as reasonably possible. Retain a copy for your records and mail a copy to the Claims Administrator, Health Smart, formerly Klais & Company, Inc. at the address on the back cover.
- 5. Direct all questions regarding claim procedures, status of a submitted claim or payment of a claim, or benefit availability to the Claims Administrator, Health Smart, formerly Klais & Company, Inc.

### HIPAA Notice of Privacy Practices for Personal Health Information

Under HIPAAs Privacy Rule, We are required to provide you with notice of our legal duties and privacy practices with respect to personal health information. You should receive a copy of this notice with your enrollment materials. If, at anytime, you wish to request a copy of Niagara Life Insurance Company's Privacy Notice, write to: Niagara Life and Health Insurance Company, c/o Bruce Honeycutt, Privacy Officer I-20 @ Alpine Road (AX-E01), Columbia, SC 29219 <u>https://</u>consolidatedhealthplan.com/files/privacy/Niagara Privacy Policies.pdf.

# **Questions? Need More Information?**

For general information on the benefits, enrollment/eligibility, ID cards or service issues, please contact:

#### **Gallagher Koster**

500 Victory Road Ouincy, MA 02171 1-877-291-7424 Email: <u>skidmorestudent@gallagherkoster.com</u> <u>www.gallagherkoster.com/skidmore</u>

For information on a specific claim or to check the status of a claim, please contact:

Health Smart (formerly Klais & Company, Inc.)

1867 West Market Street Akron, OH 44313-6977 1-877-349-9017 Email: <u>klaisclaims@klais.com</u> To register for StatusLink Claims Look-Up, go to <u>www.klais.com</u>

This Policy is Underwritten by:

#### **Niagara Life and Health Insurance Company** Policy Number: NLSP0024-13

Policy Form Number: COL-04-NY

A Master Policy is available for review at the Skidmore College Health Service. In the event of any conflict between this description of services provided and the Policy, the Master Policy will govern.