STUDENT ACCIDENT AND SICKNESS INSURANCE PLAN

2007-2008

Designed Especially for

HILBERT COLLEGE Hamburg, New York

Please keep this Summary of Coverage for reference

Policy#: UAC1255S

STUDENT ACCIDENT AND SICKNESS INSURANCE PLAN

This brochure is a brief description of the Student Accident and Sickness Insurance Plan for all full-time students of Hilbert College. The exact provisions governing this insurance are contained in the Master Policy issued to Hilbert College. The Master Policy shall control in the event of any conflict between this brochure and the Policy. This Plan is underwritten by United States Fire Insurance Company and administered by The Allen J. Flood Companies, Inc. The policy number is UAC1255S

POLICY TERM

The insurance under Hilbert College's Student Accident and Sickness Insurance Plan for the Annual Policy is effective 12:01 a.m. on August 15, 2007. An eligible Student's coverage becomes effective on that date, or the date the application and full premium are received by the Company or Plan Administrator, whichever is later. The Annual Policy terminates at 12:01 a.m. on August 15, 2008 or at the end of the period through which the premiums are paid. The Spring Coverage is effective 12:01 a.m. on January 3, 2008 and will terminate at 12:01 a.m. on August 15, 2008.

ELIGIBILITY

All full-time students of Hilbert College are automatically covered for Part I - Basic Accident Medical Expense Benefits described in this brochure. This coverage is in effect for full-time students 24 hours a day.

All full-time students are eligible to enroll in Part II -Basic Sickness and Supplemental Accident and Sickness Medical Expense Benefits as described in this brochure. If you wish to purchase these benefits, please complete and return the enrollment form found at the back of this brochure, with payment, to the Plan Administrator, The Allen J. Flood Companies, Inc. no later than October 2, 2007. The annual premium is \$685.00

The Spring Semester enrollment period is effective 12:01 a.m. on January 3, 2008 and terminates at 12:01 a.m. on August 15, 2008. The premium for the Spring Semester is \$456.50 and should be submitted to the Plan Administrator no later than February 19, 2008.

LATE ENROLLMENT

Students will be able to enroll after the enrollment deadline if they lose coverage under their parent's plan or employer plan. The student will have to enroll within 63 days in order to avoid a break in coverage (see Preexisting Condition Limitation). The Insured Student will be covered from the date after the application and premium are received by the Plan Administrator. Premiums will not be pro-rated.

IDENTIFICATION CARDS

The Student Identification Card is located on the inside back cover of this brochure. Please detach and retain this card in a safe place. No other card will be issued.

PREMIUM REFUND POLICY

Insured Students entering the Armed Forces of any other country will not be covered under this Plan as of the date of such entry. Those students withdrawing from the school to enter military service will be entitled to a prorata refund of premium upon written request. **No other requests for a refund of premium will be considered.**

DEFINITIONS

Covered Expenses means charges:

- a. Not in excess of Usual, Reasonable and Customary charge;
- b. Not in excess of the maximum benefit amount payable per service as shown in the Schedule;
- c. Made for medical services and supplies not excluded under the policy;
- d. Made for services and supplies which are Medically Necessary; and
- e. Made for medical services specifically included in the Schedule.

Doctor means a licensed practitioner of the healing arts acting within the scope of his license. Furthermore Doctor includes any healthcare practitioner required under New York law providing a service covered under the policy. Doctor does not include:

- a. You;
- b. Your spouse, dependent, parent, brother or sister; or
- c. A person who ordinarily resides with You.

Injury means bodily harm resulting, directly and independently of disease or bodily infirmity, from an accident. All injuries to the same person sustained in one accident, including all related conditions and recurring symptoms of injuries will be considered one Injury.

Covered Person means a Covered Student while insured

under this Plan.

Medical Emergency means the occurrence of a medical condition manifesting itself by acute symptoms of sufficient severity (including severe pain) such that a prudent layperson, who possesses an average knowledge of health and medicine, could reasonably expect in the absence of immediate medical attention to result in:

- a. Placing ones health (for a pregnant woman this includes the health of the newborn) in serious jeopardy;
- b. Serious impairment to bodily functions;
- c. Serious dysfunction of any body organ or part; or;
- d. Serious disfigurement of such person.

Usual, Reasonable and Customary Expense means

a. Charges and fees for medical services or supplies that are the lesser of;

1) The usual charge by the provider for the service or supply given; or

2) The average charged for the service or supply in the area where service or supply is received; and

b. Treatment and medical service that is reasonable in relationship to the service or supply given and the severity of the condition.

Sickness means illness, disease, normal pregnancy, and Complication of Pregnancy that first manifests itself after the effective date of a Covered Person's coverage under the policy. All related conditions and recurrent symptoms of the same or a similar condition will be considered the same Sickness.

We, Us or Our means United States Fire Insurance Company

You, Your or Yours means the Insured Student.

PREFERRED PROVIDER NETWORK

This policy includes the voluntary utilization of Beech Street Nationwide Preferred Provider Network. Utilizing the Beech Street Nationwide Preferred Provider Network may decrease your out of pocket costs under this Accident and Sickness Insurance Plan. The Beech Street Network consists of hospitals, physicians and other health care providers, which are organized into a network for the purpose of delivering quality health care at a preferred fee. You are not required to utilize a Beech Street Provider. In order to use the services of a participating provider you must present your United States Fire Insurance Company Medical Identification Card found at the back of this brochure. A Covered Person may contact Beech Street at 1-800-432-1776, toll free number available Monday through Friday, 8 a.m. to 8 p.m. to receive information on participants in their area, or visit their web site at www.beechstreet.com.

DESCRIPTION OF BENEFITS

PART I - BASIC ACCIDENT MEDICAL EXPENSE BENEFIT

If as a result of an Injury, a Covered Person incurs covered medical Expenses, We will pay 100% of the Covered Expenses incurred within 52 weeks from the date of the accident up to a Per Condition Aggregate Maximum of \$1,500 per Injury. The following Expenses will be paid: (a) hospital room and board; (b) miscellaneous hospital; (c) inpatient and outpatient surgery; (d) inpatient and outpatient anesthetist; (e) inpatient and outpatient Doctor visits; (f) consultant; (g) licensed nurse; (h) hospital outpatient department; (i) emergency room; (j) diagnostic x-ray and laboratory tests; (k) outpatient prescription drug; (l) ambulance; (m) durable medical equipment; and (n) other Expenses incurred for the treatment of an Injury.

The first eligible expense must be incurred within 180 days from the date of the accident.

ACCIDENTAL DEATH & DISMEMBERMENT EXPENSE BENEFIT

When, because of Injury, the Covered Person suffers any of the following losses within 365 days from the date of the accident, We will pay as follows:

For Loss of:	<u>Benefit</u>
Life	\$2,500
Two hands or two feet or sight of two eyes	
\$2,500	
One hand and one foot	\$2,500
One hand and sight of one eye	\$2,500
One foot and sight of one eye	\$2,500
Either hand or foot or sight of one eye	\$1,250

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.

EXCLUSIONS - ACCIDENT

The Plan does not cover nor provide benefits for:

1) Intentionally self-inflicted injury, suicide or any attempted threat.

- 2) Intoxication, being intoxicated or under the influence of any narcotic unless administered on the advice of a Doctor or otherwise specifically covered by Rider under this Policy. "Intoxicant" or "Intoxicated" will have the meaning determined by the laws in the jurisdiction of the geographical area where either the loss or its cause occurs.
- 3) Injury due to participation in a riot or insurrection or attempt to commit a felony;
- 4) Declared or undeclared war or act of war.
- 5) An Accident which occurs while the Covered Person is on active duty service in any Armed Forces.
- 6) Sickness, (including hernia unless caused by accidental injury), disease, bodily or mental infirmity or medical or surgical treatment thereof, bacterial or viral infection, regardless of how contracted, unless a Sickness Expense Rider is in force under this Policy. This does not include Bacterial Infection which occurs directly from an Accidental cut, wound, Diagnostic Tests or treatment, or ingestion of contaminated food.
- 7) Normal health checkups.
- 8) Dental care or treatment other than as provided in the Schedule and the Medical Expense Benefit.
- 9) Services or treatment rendered by a Doctor, Nurse or any other person who is a) Employed or retained by the Policyholder; or b) who is the Covered Person or a member of his immediate family.
- 10) Charges which the Covered Person would not have to pay if he did not have insurance.
- 11) Charges in excess of Usual, Reasonable and Customary charges.
- 12) Injury caused by a) flight in an aircraft, except as a fare-paying passenger; b) a space craft or any craft designed for navigation above or beyond the earth's atmosphere.
- 13) Elective treatment or surgery, health treatment, or examination where no Injury is involved.
- 14) Eyeglasses, contact lenses, hearing aids, braces, appliances, or examinations or prescriptions therefore;
- 15) Treatment in any Veterans Administration or Federal Hospital, except if there is a legal obligation to pay.
- 16) Cosmetic surgery, except for reconstructive surgery on a diseased or injured part of the body.
- 17) Any loss which is covered by state or federal worker's compensation, employers liability, occupational disease law, or similar laws.
- 18) The repair or replacement of existing artificial limbs, orthopedic braces, or orthotic devices.
- 19) The repair or replacement of existing dentures, partial denture, braces or fixed or removable bridges.

- 20) Expenses incurred for an Accident or Sickness after the Benefit Period shown in the Schedule of Benefits.
- 21) Services and supplies furnished by the camp, daycare, Policyholder's infirmary, its employees, or doctors who work for the camp, daycare, Policyholder.
- 22) Prescription medicines, unless specifically provided for under this Policy.
- 23) Expenses covered by any other medical, health or accident insurance provided on a group basis. This exclusion shall only apply if the entire premium for the coverage under this Plan is paid by Hilbert College, with no contributions from the Insured Student.

PART II - BASIC SICKNESS MEDICAL EXPENSE BENEFITS

If as the result of Sickness, an Covered Person incurs covered medical Expenses, We will pay the Covered Expenses incurred, as allocated below, within 52 weeks from the date of the first medical treatment of the Sickness up to a maximum of \$1,000 per Sickness.

Hospital Room and Board Expense Benefit: If a Covered Person requires confinement in a hospital, We will pay the Covered Expenses incurred up to \$300.00 per day for a daily semi private room rate and general nursing care provided and charged for by a hospital.

Miscellaneous Hospital Expense Benefit: If a Covered Person incurs Expenses during a hospital confinement, or day surgery on an outpatient basis, We will pay the Covered Expenses incurred up to maximum of \$750.00 Benefits will be paid for services and per Sickness. supplies such as: the cost of the operating, recovery and cystocopic rooms and equipment; laboratory tests and pathological examinations; X-ray examinations, radiation therapy and chemotherapy; anesthesia; oxygen, chemotherapy, electrocardiographs, elecrtroencephalographs; drugs (excluding take-home drugs) or medicines, sera, biologicals and vaccines, intravenous preparations and visualizing dyes for care in the Hospital and administrations there of but not including those that are not commercially available for purchase and readily obtainable by the Hospital; therapeutic services; blood products except when the Insured is participating in a volunteer blood replacement program; and supplies including dressings and plaster casts. (In computing the number of days payable under this benefit, the date of admission will be counted, but not the date of discharge.)

Surgical Expense Benefit (Inpatient or Outpatient): We will pay the Covered Expenses incurred up to a maximum of \$2,500 per Sickness for surgery performed by a licensed Doctor (In or Out of the Hospital). Non-PPO benefits will be paid in accordance with the PHCS (Prevailing Health Care System) Schedule for Usual Reasonable and Customary Expense.

Anesthetist Expense Benefit: If a Covered Person requires the services of an anesthetist during a surgical operation, We will pay the Covered Expenses incurred up to a maximum of 25% of the Expenses paid under the Surgical Expense Benefit.

Assistant Surgeon Expense Benefit: If a Covered Person requires the services of an assistant surgeon for a surgical operation, We will pay the Covered Expenses incurred up to a maximum of 25% of the Expenses paid under the Surgical Expense Benefit.

In-Hospital Doctor's Fees and Medical Expense Benefit: If a Covered Person, who is confined as a resident bed-patient in a hospital, requires the services of a Doctor, who may or may not have performed the surgery on the Covered Person, We will pay the Covered Expenses incurred up to a maximum of \$50.00 per visit, limited to one visit per day.

Licensed Nurse Expense Benefit: If a Covered Person requires the services of a licensed nurse or licensed practical nurse during a hospital confinement or for private duty nursing care ordered by a doctor and is Medically Necessary, We will pay the Covered Expenses incurred up to a maximum of \$50.00 per day; up to a maximum of 5 days.

Outpatient Doctor Visit Expense Benefit: If a Covered Person requires the services of a Doctor, We will pay the Covered Expenses incurred up to a maximum of \$50.00 for the first visit; then \$40.00 per visit thereafter; limited to 1 visit per day, up to a maximum of 15 visits.

Outpatient Diagnostic X-ray & Laboratory Expense Benefit: If a Covered Person is prescribed by an attending Doctor for diagnostic x-ray and laboratory services on an outpatient basis, We will pay, the Covered Expenses incurred up to a maximum of \$750.00 per Sickness.

Pre-Admission Test Expense Benefit: Preadmission Testing limited to routine tests such as: complete blood count; urinalysis; and chest X-rays. If otherwise payable

under the policy, major diagnostic procedures such as: C.A.T. scans; NMR's; and blood chemistries will be paid under the Hospital Miscellaneous Expenses benefit.

Outpatient Prescription Drug Expense Benefit: If a Covered Person requires a prescription drug prescribed by a Doctor, We will pay, after a \$10.00 co-payment per Sickness, the Covered Expenses incurred up to a maximum of \$200.00 per Sickness.

Dental Sickness Expense Benefit: Dental Treatment performed by a Doctor and made necessary by Injury to Natural Teeth as long as the treatment occurs within 12 months of the Accident while a Covered Person under the Policy or Congenital disease or anomaly tied to an Accident or Injury.

If a Covered Person requires the removal of impacted wisdom teeth, We will pay Covered Expenses incurred up to \$50.00 per tooth while hospital confined and up to \$25.00 per tooth on an outpatient basis.

Home Health Care Expense Benefit: If a Covered Person requires home health care services, We will pay, after a \$50.00 deductible, 75% of the Covered Expenses incurred up to 40 visits per calendar year.

Home Care charges for the care and treatment of a Covered Person who is under the care of a Doctor but only if Hospitalization or confinement in a nursing facility as defined in subchapter XVIII of the federal Social Security Act, 421 U.S.C. Sections 1395 et seq., would otherwise have been required if home care was not provided, and the plan covering the home health service is established and approved in writing by such Doctor.

Home care shall be provided by a certified home health agency possessing a valid certificate of approval and shall consist of one or more of the following:

Part-time or intermittent home nursing care by or under the supervision of a registered professional Nurse;

Part-time or intermittent home health aide services which consist primarily of caring for the patient;

Physical, occupational or speech therapy if provided by the home health service or agency;

Medical supplies, drugs and medications prescribed by a physician, and laboratory services by or on behalf of a certified home health agency to the extent such items would have been covered under the contract if You had been Hospitalized or confined in a skilled nursing facility.

SUPPLEMENTAL ACCIDENT AND SICKNESS EXPENSE BENEFITS

If a Covered Person incurs covered Expenses in excess of the Basic Accident and Sickness Medical Expense Benefits of \$1,500 per Injury or \$1,000 per Sickness, We will pay 80% of the Covered Expenses incurred, up to an Aggregate Maximum of \$25,000 per Injury or Sickness. Supplemental Accident and Sickness Medical Expense Benefits are payable for the Covered Expenses incurred: (1) within 52 weeks from the date of the Accident; or (2) within 52 weeks from the date of the first medical treatment of the Sickness; or (3) until the payment of the Per Condition Aggregate Maximum, whichever occurs first.

The following Expenses will be paid under the Supplemental Accident and Sickness Expense Benefit: (a) hospital room and board; (b) miscellaneous hospital; (c) inpatient and outpatient surgery; (d) inpatient and outpatient and outpatient and outpatient Doctor visits; (f) consultant; (g) licensed nurse; (h) diagnostic x-ray and laboratory tests; (i) pre-admission test; (j) outpatient prescription drug; (k) ambulance; (l) dental sickness; (m) home health care; and (n) other Expenses incurred for the treatment of an Injury or Sickness.

Additional Benefits

Inpatient Mental & Nervous Expense Benefit: Mental, Nervous, or Emotional Disorder Benefit: Benefits will be payable for Active Treatment of mental, nervous, or emotional disorders as follows.

Benefits are payable for inpatient hospital care for no less than thirty days of active treatment per calendar year in a hospital defined by Section 1.03(10) of the Mental Hygiene Law and no less than twenty visits of active treatment per calendar year for outpatient care in a facility issued an operating certificate by the commissioner of mental health, a facility operated by the office of mental health, a psychiatrist or psychologist, or a professional corporation or university faculty practice corporation.

Benefits are payable the same as any other Sickness for inpatient hospital treatment for adults and children with biologically based mental illness and children with serious emotional disturbances.

Partial hospitalization days shall be covered with two partial hospitalization days equal to one covered inpatient day.

Definitions:

"Active treatment" means treatment furnished in connection with inpatient confinement for mental, nervous, or emotional disorders or ailments that meet the standards prescribed pursuant to the regulations of the commissioner of mental health. <u>Active treatment for</u> <u>outpatient visits for biologically based mental illness or</u> <u>children with serious emotional disturbances will not</u> <u>require inpatient confinement to be eligible for outpatient</u> <u>treatment.</u>

"Biologically based mental illness" means a mental, nervous, or emotional disorder caused by a biological disorder of the brain which results in a clinically significant, psychological syndrome or pattern that substantially limits the functioning of the person with the illness. Under the law, the following disorders satisfy the definition of biologically based mental illness: schizophrenia/psychotic disorders; major depression; bipolar disorder; delusional disorders; panic disorder; obsessive compulsive disorders, anorexia and bulimia.

"Children with serious emotional disturbances" means those persons under the age of eighteen years who have a diagnosis of attention deficit disorders, disruptive behavior disorders, or pervasive development disorders and one or more of the following: serious suicidal symptoms or other life-threatening self-destructive behaviors; significant psychotic symptoms (hallucinations, delusion, bizarre behaviors); behavior caused by emotional disturbances that placed the child at risk of causing personal injury or significant property damage; or behavior caused by emotional disturbances that placed the child at substantial risk of removal from the household.

Exceptions to Coverage

Benefits do not apply to:

1. individuals who are incarcerated, confined or committed to a local correctional facility or prison, or a custodial facility for youth operated by the office of children and family services;

2. services solely because such services are ordered by a court; or

3. services determined to be cosmetic on the grounds that changing or improving an individual's appearance is justified by the individual's mental health needs.

Benefits provided will be subject to the same deductibles and coinsurance as any other Sickness. Benefits will be subject to the same network limitations, if any, as applicable to the other benefits provided under the Policy.

1) Mental or nervous disorder means a sickness that is a mental, emotional or behavioral disorder. All diagnoses classified as a "Mental Disorder" according to the ICD-9 (International Classification of Diseases, 9th Revision, codes 290 through 319 inclusive) are considered one sickness.

2) Treatment Facility means a facility that is properly licensed and operating under applicable state laws and regulations to provide inpatient and/or outpatient services for mental and nervous disorders. It may be part of a Hospital, or operating on its own. Inpatient services consist of 24-hour-aday nursing services, supervision by a Doctor and daily maintenance of patient records. No additional benefits will be paid under any other Medical Expense Benefits of the policy.

Inpatient Chemical Abuse and Treatment Expense Benefit: If on account of Chemical Abuse or Chemical Dependence, a Covered Person requires treatment, We will pay for such treatment as follows:

For detoxification as a consequence of chemical dependence, when confined as an inpatient in a Hospital or a Detoxification Facility, We will pay benefits for detoxification on the same basis as any other Sickness, but, We will not cover more than seven (7) days of active treatment in any one calendar year. For rehabilitation services, when the Covered Person is confined in a hospital or Chemical Abuse Treatment Facility, We will pay benefits for rehabilitation services on the same basis as any other Sickness, but, We will not cover more than thirty (30) days of inpatient care for such services in any one calendar year.

Treatment must be provided in (a) in New York State, which is certified by the Office of Alcoholism and Substance Abuse Services; or (b) in other states, which is accredited by the Joint Commission on Accreditation of Hospitals as alcoholism, substance abuse, or chemical dependence treatment programs. Chemical Abuse means the abuse of or addiction to alcohol, drugs, or chemicals.

Outpatient Chemical Abuse and Chemical Dependence Expense Benefit: If on account of Chemical Abuse or Chemical Dependence, a Covered Person is not so hospital confined as an inpatient, We will pay the Usual and Customary Covered Charges incurred for up to 60 visits during any one calendar year, for the diagnosis and treatment of Chemical Abuse and Chemical Dependence. Coverage will be limited to facilities in New York State, which are certified by the Office of Alcoholism and Substance Abuse Services as outpatient clinics or medically supervised ambulatory substance programs. In other states, coverage is limited to those facilities, which are accredited by the Joint Commission on Accreditation of Hospitals as alcoholism, substance abuse, or chemical dependence treatment programs. Outpatient Services consisting of consultant or treatment sessions will not be payable unless these services are furnished by a Doctor or Psychotherapist who: (a) is licensed by the state or territory where the person practices; and (b) devotes a substantial part of his or her time treating intoxicated persons, substance abusers, alcohol abusers, or alcoholics. Outpatient coverage includes up to 20 outpatient visits during any one calendar year, for covered family members, even if the Insured Person in need of treatment has not received, or is not receiving treatment for Chemical Dependence and Chemical Abuse provided that the total number of such visits, when combined with those of the Insured Person in need of treatment, do not exceed 60 outpatient visits in any one calendar year, and provided further that the 60 visits shall be reduced only by the number of visits actually utilized by the covered family members. We treat such charges the same way We treat Covered Charges for any other Sickness.

Both the Inpatient and Outpatient Chemical Abuse and Chemical Dependency benefits are subject to the deductible and coinsurance provisions of the Policy and limited to the amounts described in the Schedule.

Mammographic Examination Expense Benefit: Benefits will be payable at the Usual, Reasonable and Customary Covered Expenses incurred for a Mammographic exam. The charges must be incurred while the Covered Person is insured for these benefits. Benefits will be paid for the following: (a) one Mammogram at any age for a Covered Person who has a prior history of breast cancer or who has a first degree relative with a prior history of breast cancer, upon recommendation of a Doctor; (b) one baseline Mammogram for a Covered Person age thirty-five through thirty-nine; and (c) one Mammogram annually for a Covered Person age forty years or older. We cover such charges the same way We treat Covered Expenses for any other Sickness.

Cytologic Screening Expense Benefit: Benefits will be payable for Covered Expenses incurred for an annual Cytologic Screening (Pap smear) for cervical cancer for women eighteen and older. We will pay benefits on the same basis as any other Sickness.

Chiropractic Care Expense Benefit: Benefits will be payable for a Covered Person's Covered Expenses for non-surgical treatment to remove nerve interference and its effects, which is caused by or related to Body Distortion. Body Distortion means structural imbalance, distortion or incomplete or partial dislocation in the human body which: (a) is due to or related to distortion, misalignment or incomplete or partial dislocation of or in the vertebral column; and (b) interferes with the human nerves. Benefits will be payable the same as any other Sickness.

Consulting Physician: When requested and approved by the attending doctor, Benefits will be payable for a Covered Person's Covered Expenses for a second medical opinion by an appropriate specialist, including but not limited to a specialist affiliated with a specialty care center, for the treatment of cancer or a recurrence of cancer or a recommendation of a course of treatment for cancer. We will pay benefits on the same basis as any other Sickness.

Reconstructive Breast Surgery Expense Benefit: Benefits will be payable for a Covered Person's Covered Expenses for inpatient hospital care when undergoing: (a) a lumpectomy or a lymph node dissection for the treatment of breast cancer; or (b) a mastectomy which is covered under this Plan. Coverage is limited to a time frame determined by the Covered Person's Doctor to be medically appropriate.

Benefits will be payable for a Covered Person's Covered Expenses for breast reconstruction surgery after a mastectomy including: (a) all stages of reconstruction of the breast on which the mastectomy has been performed; and (b) surgery and reconstruction of the other breast to produce symmetry. Surgery and reconstruction will be provided in a manner determined by the attending Doctor and the Covered Person to be appropriate. We will pay benefits on the same basis as any other Sickness. **Diagnostic Screening For Prostatic Cancer Expense Benefit:** Benefits will be payable for Diagnostic Screening for Prostatic Cancer as follows: (a) standard diagnostic testing including, but not limited to, a digital rectal examination and a prostate-specific antigen test at any age for men having a prior history of prostate cancer; and (b) an annual standard diagnostic examination including, but not limited to, a digital rectal examination prostate-specific antigen test for men: (1) age fifty and over who are asymptomatic; and (2) age forty and over with a family history of prostate cancer or other prostate cancer risk factors. We will pay Benefits on the same basis as any other Sickness.

Diabetes Treatment Expense Benefit: Benefits will be payable for a Covered Person's Covered Expenses for the following Medically Necessary diabetes equipment services and supplies for the treatment of diabetes, when recommended by a Doctor. We will pay Benefits on the same basis as any other Sickness. Such supplies include: blood glucose monitors, blood glucose monitors for the legally blind, data management systems, test strips for glucose monitors and visual reading, urine test strips, insulin, injection aids, cartridges for the legally blind, syringes, insulin pumps and appurtenances thereto, insulin infusion devices or oral agents for controlling blood sugar.

Benefits will also be payable for Covered Expenses incurred for diabetes self-management education. Coverage for self-management education and education relating to diet shall be limited to Medically Necessary visits upon the diagnosis of diabetes, where a Doctor diagnoses a significant change in the Covered Person's symptoms or conditions which necessitates changes in the Covered Person's self-management or upon determination that reeducation or refresher education is necessary. Diabetes self-management education must be provided by a Doctor as defined. Coverage for self-management education and education relating to diet includes Covered Expenses for home visits.

Enteral Formulas Expense Benefit: Benefits will be payable for a Covered Person's Covered Expenses for enteral formulas when prescribed by a Doctor, as defined. The prescribing Doctor or health care provider must issue a written order stating that the enteral formula is Medically Necessary and has been proven as a disease-specific treatment for Covered Persons who are or will become malnourished or suffer from disorders, which if left untreated will cause chronic physical disability, mental retardation or death. Benefits are payable for enteral formulas and food products required for Covered Persons with inherited diseases of amino acid and organic acid metabolism, Crohn's Disease, gastroesophageal reflux with failure to thrive, disorders of the 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 are also payable for modified solid food products that are low protein or which contain Medically Necessary modified protein in an amount not to exceed \$2,500 per calendar year or for any continuous period of twelve months. Benefits will be payable on the same basis as any other Sickness.

Maternity Expense Benefit: We will pay benefits for a Covered Person's Covered Expenses for maternity care on the same basis as any other Sickness.

Benefits are payable for a minimum of 48 hours of inpatient care following an uncomplicated vaginal delivery and 96 hours of inpatient care following an uncomplicated cesarean section for a mother and her newborn child in a healthcare facility. Covered services may be provided by a certified-nurse midwife, under qualified medical direction, affiliated or practicing in conjunction with a licensed facility, unless the attending Doctor, in consultation with the mother, makes a decision for an earlier discharge from the Hospital. If so, We will cover charges for one home health care visit. The visit must be requested within 48 hours of the delivery (96 hours in the case of a cesarean section) and the services must be delivered within 24 hours: (a) after discharge; or b) of the time of the mother's request, whichever is later. Charges for the home health care visit are not subject to any deductible, coinsurance or co-payments. Covered Expenses include at least two payments, at reasonable intervals, for prenatal care and one payment for delivery and postnatal care provided. We also cover charges for parent education, assistance and training in breast or bottle feeding and the performance of any necessary maternal and newborn clinical assessments. Newborn infant care is covered when the infant is confined in the hospital and has received continuous hospital care from the moment of birth. This includes: (a) nursery charges; (b) charges for routine Doctor's examinations and tests; and (c) charges for routine procedures, except circumcision. This benefit also includes the necessary care and treatment of medically diagnosed congenital defects and birth abnormalities of newborn children covered from birth. Covered services may be provided by a certified nurse-midwife under qualified medical direction if he or she is affiliated with or practicing in conjunction with a licensed facility.

Hospice Expense Benefit: If a Covered Person has been certified by such Covered Person's primary Doctor as having a life expectancy of 6 months or less and is diagnosed with Advanced Cancer, Benefits will be payable for services provided by a facility or program specializing in the treatment of terminally ill patients if the Covered Person's Doctor, in consultation with the medical director of the facility or program determines that the Covered Person's care would appropriately be provided by such a facility or program.

If We disagree with the admission of the Covered Person into the facility, or the provision or continuation of care by the facility, We will initiate an expedited external appeal. Until a decision is rendered, We will continue to provide benefits for care provided in the facility. The decision of the external appeal agent will be binding on both Us and the Covered Person.

Bone Mineral Density Measurements and Tests Expense Benefit: will be payable for the Usual, Reasonable and Customary Covered Expenses incurred for Bone Mineral Density Measurements or Tests for the prevention, diagnosis, and treatment of osteoporosis when requested by a Doctor for a Qualified Individual. A Qualified Individual means a Covered Person who meets the following criteria: (1) previously diagnosed as having osteoporosis or having a family history of osteoporosis; (2) symptoms or conditions indicative of the presence, or the significant risk, of osteoporosis; (3) on a prescribed drug regimen posing a significant risk of osteoporosis; (4) with lifestyle factors to such a degree as posing a significant risk of osteoporosis; and (5) with age, gender and/or other physiological characteristics which pose a significant risk for osteoporosis. Coverage includes bone mineral density measurements or tests as covered under the Federal Medicare program as well as those in accordance with the criteria of the National Institute of Health, including dualenergy x-ray absorptiometry. Benefits will be payable for drugs and devices for bone mineral density that have been approved by the United States Food and Drug Administration or generic equivalents as approved substitutes in accordance with the above criteria. We will pay Benefits on the same basis as any other Sickness.

Ambulance Benefit: When, by reason of Injury or Sickness, a Covered Person requires the use of a community or Hospital ambulance in a Medical

Emergency, We will pay benefits for the Usual, Reasonable and Customary Covered Expenses incurred in excess of the deductible shown in the Plan of Insurance. Covered Expenses include Pre-Hospital Medical Emergency Services provided by a licensed ambulance service.

Contraceptive Services Expense Benefit: Benefits will be payable at the Usual, Reasonable and Customary Covered Expenses for Contraceptive Drugs and Devices. Such Drugs and Devices must be approved by the Federal Food and Drug Administration or generic equivalent approved by the Federal Food and Drug Administration and prescribed legally by an authorized Doctor. The Benefit includes Contraceptive Drugs and Devices that are administered by a Doctor as part of an office visit and those that are provided by a pharmacy. Benefits payable are subject to Limitations, Deductibles, and Coinsurance for Prescription Drugs covered under the Policy.

EXCLUSIONS - SICKNESS

The Plan does not cover nor provide benefits for:

- 1) Dental treatment except as specifically mentioned in the Policy.
- 2) Services normally provided without charge including but not limited to services and supplies furnished by the Policyholder's infirmary, its employees or Doctors who work for the Policyholder and services covered and provided by the student's health fee.
- 3) Eyeglasses, Eye examinations, prescriptions or fitting of eyeglasses and contact lenses, or other Treatment for visual defects and problems, unless payable as a Covered Expense associated with an Injury Covered by the Policy.
- 4) Participation in a riot or insurrection or attempt to commit a felony;
- 5) Skydiving, Parachuting, Hang Gliding, Glider Flying, Parasailing, Sail Planing, or Flight in any kind of aircraft, except while riding as passenger on a regularly scheduled flight of a commercial airline.
- 6) War or any act of war, declared or undeclared; or service in the Armed Forces of any country.
- Any Loss Covered by State or Federal Workers Compensation Law, Employers Liability Law, Occupational Disease Law, or similar Laws or Acts.
- 8) Treatment in a military Hospital or veteran's Hospital or Hospital contracted for or operated by a national government or its agency unless; 1) the services are rendered on a medical emergency basis; and 2) a legal liability exists for the charges made to the Covered Person for the services given in the absence of insurance.

- 9) Elective treatment or elective surgery, except as required to correct an Injury or Sickness for which benefits are payable under this policy.
- 10) Treatment of mental or nervous disorders except as specifically provided by Rider attached to this Policy.
- 11) That part of the medical expense payable by any automobile insurance policy without regard to fault.
- 12) Normal health checkups, testing and treatment, screening exams or testing in the absence of Injury or Sickness.
- 13) Pre-existing conditions subject to the Provision entitled, "Continuous Coverage" shown below.
- 14) Suicide, attempted suicide, or intentionally selfinflicted Injury.
- 15) Injury or Sickness caused by, contributed to, or resulting from the use of alcohol, controlled substance, illegal drugs or any drugs or medicines that are not taken in the dosage or for the purpose prescribed by the Person's Doctor unless otherwise Covered under the Policy or mandated by New York Law.
- 16) Foot care, in connection with corns, calluses, flat feet, fallen arches, toenails, supportive devices for the foot, sublaxation of the foot, bunions (except capsular or bone surgery), weak feet, chronic foot strain or symptomatic complaints of the feet.
- 17) Injury sustained while participating in any school or Professional or organized sports contest or competition unless specifically listed in the schedule, or traveling to or from such sport, contest or competition as a participant, or during participation in any practice or conditioning program for such sport, contest or competition.

CONTINUOUS COVERAGE

If a Covered Person is continuously covered under the policy offered through the Policyholder, he will be covered for an Injury sustained or sickness first manifested while so covered. If You enroll for coverage offered through Your Policyholder within 63 days of the end of any preceding company's policy, You will be considered to have maintained continuous coverage, except for expenses that are the liability of the previous policy. Coverage cannot be considered continuous if a break in enrollment of more than 63 days occurs.

COORDINATION OF BENEFITS

When a Covered Person is covered under more than one valid and collectible health insurance plan benefits payable will be coordinated with the other plan. Reimbursement from all plans will never exceed 100%. A complete

description of the Coordination of Benefits provision is included in the Master Policy on file with Hilbert College.

APPEALS PROCEDURES Internal Appeal Procedure

If a claim is wholly or partially denied, a written notice or a message on the Explanation of Benefits (EOB) will be sent to the Covered Person containing the reason for the denial. The notice or message will include a reference to the provision in the Plan and a description of any additional information, which might be necessary for reconsideration of the claim.

If a Covered Person or the Covered Person's provider would like additional information or has any complaints concerning the basis upon which payment was made, they may contact our Claim Administrator, Administrative Concepts, Inc., (ACI) at 888-293-9229. ACI will address concerns and attempt to resolve them satisfactorily. If ACI is unable to resolve a concern over the phone, it will request submission of the concern in writing to pursue a formal appeal.

A formal appeal must be submitted, in writing to ACI at the following address

Administrative Concepts, Inc. 997 Old Eagle School Road, Suite 215 Wayne, PA 19087-1706

A formal appeal should include:

• The Covered Person's name, social security number, and home address;

- policy number; and
- any other information, documentation, or evidence to support the appeal.

A formal appeal must be submitted within 60 days of the event that resulted in the complaint. ACI will acknowledge a formal appeal within 10 working days of its receipt or within 72 hours if the appeal involves a life-threatening situation. A decision will be sent to the Covered Person in writing within 30 days following receipt of the formal appeal. If there are extraordinary circumstances requiring a more extensive review and additional supporting documentation is required, the TPA may take up to an additional 60 days to review the formal appeal before rendering a decision.

Under New York State Law, an Covered Person has the right to an External Appeal when health care services are denied by a health insurer on the basis that the services are not Medically Necessary or that the services are Experimental or Investigational.

A "Final Adverse Determination" means written notification from the health plan that an otherwise covered health care service has been denied through the plan's internal appeal procedures.

Eligibility for an External Appeal

To be eligible for an external appeal, an Covered Person or an Covered Person's provider must have received a Final Adverse Determination as a result of the health plan's internal review/appeal procedures OR the Covered Person and his/her health plan must have agreed to waive the internal appeal procedures.

If services are denied as Experimental or Investigational, the Covered Person must have a life-threatening or disabling condition or disease in order to be eligible for an external appeal AND his/her attending physician must complete and submit an Attending Physician Attestation form.

An external appeal may only be requested if the service or procedure that was denied is a covered benefit under the plan. The external appeal process cannot be used to expand <u>Eligibility</u> coverage under the plan.

For an Expedited External Appeal

If the attending physician attests that a delay in providing the treatment or service poses an imminent or serious threat to an Covered Person's health, an expedited appeal may be requested. The request must include an Attending Physician Attestation form.

How to Request An External Appeal

An external appeal is requested by completing an application form, attaching a check for \$50.00 payable to United States Fire Insurance Company and sending it to the New York State Insurance Department within 45 days of receipt of a notice of Final Adverse Determination or within 45 days of receiving written confirmation from the health plan that the internal appeal procedure has been waived.

Time Frame for Decision

An expedited appeal will be decided by an external appeal agent within three days of receiving a request for an external review from the state. An external appeal agent will decide a standard appeal within 30 days of receiving the request from the state.

If the external appeal agent overturns the denial, an Covered Person's fee will be refunded.

HIPAA's Privacy Notice

You may view this notice on the internet at www.hilbert.edu or call 800-972-7629 for a copy.

CLAIM PROCEDURES

In the event of an Injury or Sickness the Covered Person should:

- 1. If at Hilbert College, report immediately to the Office of Student Life so that proper treatment can be prescribed or approved and obtain a Claim Form; or
- 2. If away from Hilbert College or if the Office of Student Life is closed, consult a Doctor and follow his/her advice.
- 3. Notify the Claim Administrator, administrative Concepts, Inc., (ACI) within 30 days after the date of the Injury or commencement of the Sickness, or as soon thereafter as is reasonably possible.
- 4. Obtain a Claim Form from ACI.
- 5. The completed and signed Claim Form 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 ACI ., at the address below.
- 6. Itemized medical bills must be attached to the Claim Form at the time of submission. Claims cannot be processed from "Balance Due" statements. Subsequent medical bills should be mailed promptly to the ACI at the address below. No additional Claim Forms are needed as long as the Covered Person's/Student's name and identification number are included on the bill.
- 7. Direct all questions regarding benefits available under this Plan, claim procedures, status of a submitted claim or payment of a claim to ACI.

REMEMBER THAT EACH INJURY OR SICKNESS IS A SEPARATE CONDITION AND REQUIRES A SEPARATE CLAIM FORM.

Conformity with State Statutes means any provision of this Policy which, on its effective date, is in conflict with the statutes of the state in which the Policy is written is hereby amended to conform to the minimum requirement of such statutes.

Claim Administrator: Administrative Concepts, Inc.

997 Old Eagle School Road, Suite 215 Wayne, PA 19087-1706 Website (including online claim status) <u>www.visit-aci.com</u> 888-293-9229

The Plan is Underwritten By:

United States Fire Insurance Company – by: Fairmont Specialty a Division of Crum & Forster Policy Number: UAC1255S

Plan Administrator

The Allen J. Flood Companies, Inc. Two Madison Avenue Larchmont, NY 10538 1-914 834-9326 1-800 972-7629 www.ajfusa.com

For all Full-time Students of Hilbert College THIS IS YOUR ID CARD DETACH AND RETAIN

United States Fire Insurance Company Hilbert College – 2007-2008 Student Identification Card	
Policy Number : UAC1255S	
Insured Student:	
Effective: August 15, 2007 – August 15, 2008	
January 3, 2008 – August 15, 2008	
Verify Coverage and Submit Claims to:	
Administrative Concepts, Inc.	
997 Old Eagle School Road, Suite 215	
Wayne, PA 19087-1706	
888-293-9229	
For a List of Beech Street Providers:	
1-800-432-1776	
www.beechstreet.com insert logo	