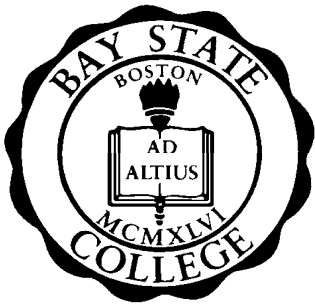


# STUDENT ACCIDENT AND SICKNESS INSURANCE PROGRAM


Designed for the  
Students of  
**Bay State College**



**2009-2010**

Underwritten by:  
**Security Mutual Life Insurance Company of NY**  
Binghamton, NY  
Policy Number: 2009I5A50

Effective: September 1, 2009 to September 1, 2010

 This health plan satisfies **Minimum Creditable Coverage standards** and satisfies the individual mandate that you have health insurance. Please see page 2 for additional information.

09-I5A50 (cert.)

## ELIGIBILITY AND ENROLLMENT

### MASSACHUSETTS REQUIREMENT TO PURCHASE HEALTH INSURANCE:

As of January 1, 2009, the Massachusetts Health Care Reform Law requires that Massachusetts residents, eighteen (18) years of age and older, must have health coverage that meets the Minimum Creditable Coverage standards set by the Commonwealth Health Insurance Connector, unless waived from the health insurance requirement based on affordability or individual hardship.

For more information call the Connector at 1-877-MA-ENROLL or visit the Connector website ([www.mahealthconnector.org](http://www.mahealthconnector.org)).

This health plan satisfies **Minimum Creditable Coverage** standards that are effective during the term of coverage as part of the Massachusetts Health Care Reform Law. If you purchase this plan, you **will satisfy** the statutory requirements that you have health insurance meeting these standards.

If you have questions about this notice, you may contact the Division of Insurance by calling (617) 521-7794 or visiting its website at [www.mass.gov/doi](http://www.mass.gov/doi).

Massachusetts State Law mandates that all students who are full-time and three-quarter time carry adequate medical insurance to help cover the extra expenses of medical treatment. The Bay State College Student Accident and Sickness Insurance Plan provides coverage to students for a 12-month period - from 12:01 a.m. September 1, 2009, through 12:01 a.m. September 1, 2010.

**PLEASE NOTE:** If you are currently covered under a non-US based insurance carrier, a foreign National Health Service program (socialized medicine), or the Massachusetts Uncompensated Care Pool (known as "free care"), you are **NOT** eligible to waive the Bay State College Student Health Insurance plan. Massachusetts State Law does not consider these types of plans comparable coverage, and you will be required to enroll in the Bay State College Student Health Insurance Plan.

You must let us know if you are enrolling in the Student Accident and Sickness Plan offered by Bay State College or if you prefer to waive this plan. All students must show proof of comparable coverage prior to the add/drop period to avoid being charged for the insurance. It is your responsibility to carefully compare your current insurance plan with that offered by Bay State College to ensure the coverage is truly comparable. If you do not have comparable health insurance or do not provide proof of comparable coverage, you will be

required to purchase the Student Accident and Sickness Plan and will be automatically enrolled after the add/drop period; **refunds will not be given.**

### STUDENT PREMIUMS

Annual	Spring	Summer
09/01/09 – 09/01/10	1/14/10-9/1/10	5/5/10 – 9/01/10
\$1,085	\$755	\$415

### MAXIMUM BENEFITS

The maximum aggregate indemnity payable for all benefits for each covered accident or each covered sickness is \$50,000 (for both Domestic and International Students with J-1 visas).

### DEFINITIONS

**Accident** means a sudden, unexpected and unforeseen, identifiable event producing at the time objective symptoms of an Injury. The Accident must occur while a Covered Person is insured under the policy.

**Co-payment** means separate charge for certain Covered Medical Expenses which is paid by the Covered Person.

**Covered Expense** means the usual and customary charges for treatment, services and supplies. This means only fees and prices regularly and customarily charged for medical services and supplies generally furnished for cases of comparable nature and severity in the particular geographical area concerned. Expense is considered to be incurred on the date the service or supply is rendered or obtained. Such expense shall not include any amount not customarily charged to persons without insurance. Coverage for hospitalization and outpatient benefits will include services delivered in accordance with the healing practices of Christian Science, subject to this Policy's limitations pertaining to other services.

**Insured Person** means an eligible student who is insured under the Policy.

**Doctor** means a

1. Doctor of Medicine (M.D.); or
2. Doctor of Osteopathy (D.O); or
3. Doctor of Dentistry (D.M.D. or D.D.S.); or
4. Doctor of Chiropractic (D.C.); or
5. Doctor of Optometry (O.D.); or
6. Doctor of Podiatry (D.P.M.);

Who is licensed to practice as such by the governmental authority having jurisdiction over the licensing of such classification of doctor in the state where the service is rendered.

A Doctor of Psychology (Ph.D.) will also be considered a Doctor when he or she is similarly licensed or licensed as a Health Care Provider. The services of a Doctor of Psychology must be prescribed by a Doctor of Medicine.

**Doctor** will also mean any other licensed practitioner of the healing arts who We are required by law to recognize as a "Doctor." This includes an acupuncturist, a certified nurse-anesthetist, a certified nurse practitioner, a certified nurse midwife, a Physician's assistant, social workers and psychiatric nurses to the same extent that their services would be covered if performed by a Doctor.

**Emergency Medical Condition** means a medical condition, whether physical or mental, manifesting itself by symptoms of sufficient severity, including severe pain, that the absence of prompt medical attention could reasonably be expected by a prudent layperson who possesses an average knowledge of health and medicine, to result in placing the health of a Covered Person or another person in serious jeopardy, serious impairment to body function, or serious dysfunction of any body organ or part, or, with respect to a pregnant woman, serious jeopardy to the fetus.

**Covered Injury** means bodily harm caused by an Accident which occurs while the Policy is in force as to the Insured Person. All injuries sustained in any one Accident, including related conditions, will be considered one Injury.

**Loss** means medical expense caused by Injury or Sickness and covered by the Policy.

**Mental Illness** means either the thirteen (13) biologically based mental disorders appearing in the most recent edition of the Diagnostic and Statistical Manual (DSM); or rape-related mental disorders for victims of a rape or victims of an assault with intent to commit rape; or a non-biologically based mental, behavioral disorder described in the DSM that substantially interfere with or substantially limit the functioning of a student under the age of nineteen (19); or any biologically based mental disorders appearing in the DSM that are scientifically recognized and approved by the Commissioner of the Department of Mental Health (DMH) in consultation with the Division of Insurance (DOI); or all other mental disorders described in the most recent edition of the DSM.

**Pre-existing Condition** means a condition which originates, is diagnosed, treated or recommended for treatment within six (6) months immediately prior to the Insured Person's Effective

Date of coverage under the Policy. Diagnosis, care and treatment will not include any prior diagnosis of or treatment for infertility; or pregnancy existing on the Insured Persons effective date of coverage for which care, treatment or medication was received within six (6) months prior to the Insured Persons effective date.

See Pre-existing Condition Limitation on page 14.

**Usual and Customary** means the normal and customary charge of the provider, incurred by the Covered Person, in the absence of insurance for a service or supply, but not more than the prevailing charge in the geographic area.

"Geographic area" means the three (3) digit zip code in which the service, treatment, procedure, drugs or supplies are provided; or a greater area if necessary to obtain a representative cross-section of charges for a like treatment, service, procedure, device, drug or supply. Where appropriate, the Usual and Customary charge will be determined on the basis of the current nationally recognized payment system.

**Covered Sickness** means illness or disease which causes a loss while coverage is in force under the Policy. Sickness includes normal pregnancy and Complications of Pregnancy. All related conditions and recurring symptoms of a Sickness will be considered one Sickness.

**We, Our, or Us** means Security Mutual Life Insurance Company of New York.

**You, Your, Yours** means the insured student.

#### BASIC ACCIDENT AND SICKNESS EXPENSE BENEFITS

The Policy will pay 80%, except as specifically stated, of Covered Medical Expenses incurred by a Covered Person due to a covered Sickness or covered Injury, up to a maximum benefit of \$50,000 per Sickness or Injury (for both Domestic and International Students). Covered Medical Expenses are considered incurred on the date the treatment or service is rendered or the supply is furnished. Covered Medical Expenses are:

**Hospital Room and Board:** 80% of U&C for Hospital room and board and general nursing care while hospital confined, subject to the semi-private rate or intensive care unit rate, if applicable.

**Miscellaneous Hospital Expense:** 80% of U&C for Miscellaneous hospital charges incurred while hospital confined, including expenses for: anesthesia; operating room; laboratory tests; x-rays; oxygen tent; pre-admission tests; medicines or supplies; dressings; other non-room and board expenses; prescription drugs, excluding take-home drugs.

**In-Hospital Doctor's Expense:** 80% of U&C for Services of a Doctor during hospital confinement, limited to one (1) visit per day. This benefit does not apply when related to surgery.

**Ambulance Expense:** (ground transportation) After a \$25 deductible per visit, the Actual Charge is payable up to a maximum of \$125 per condition.

**Surgical Expense:** Doctor's fee for surgery, 80% of U&C up to \$5,000.

**Anesthesia Expense:** Services of an anesthetist who is not employed or retained by the hospital in which the surgery is performed, up to 30% of the amount paid the surgeon.

**Assistant Surgeon's Expense:** Service of an assistant surgeon required by the surgeon, or by the procedure, up to 30% of the amount paid the surgeon.

**Outpatient Miscellaneous Expense:** 80% of U&C for outpatient services provided in a Doctor's office, Licensed Mental Health Professional's office, a community mental health center, home based services for Mental Illness, chiropractor visits, hospital or outpatient department or emergency room, clinical lab, radiological facility or similar facility licensed by the state. This benefit includes physician/consultant visit, second surgical opinion, chiropractic care, emergency room, operating room, lab tests, diagnostic X-rays, radiation & chemotherapy and is subject to the following per visit Co-payments:

- Emergency Room - \$100 (waived if admitted)
- Outpatient Department/Clinic - \$50 (waived if admitted)
- Doctor's Office Visit - \$25

**High Cost Procedures:** 80% of U&C up to \$2,000 per Accident or Sickness for outpatient procedures in excess of \$200, including but not limited to CAT scan, MRI, laser treatments, etc.

**Prescription Drug Benefit:** The Prescription Program is available through the Express Scripts Pharmacy Network. The Express Scripts Pharmacy Network includes national pharmacy chains such as CVS, Brooks, Walgreen's, and Rite Aid, as well as local independent pharmacies. After a \$10 co-payment for a 30-day supply of a generic drug and a \$15 co-payment for a 30-day supply of a brand name drug, a prescription will be reimbursed at 100% up to a maximum of \$250 per policy year. Insured Persons will be given an ID to show to the pharmacy as proof of coverage. If a prescription needs to be filled prior to receiving the ID card, reimbursement will be made upon submitting a completed Rx claim form (claim forms can be obtained from Consolidated Health Plans.)

To locate a participating Express Scripts Pharmacy, please call Consolidated Health Plans at 1-800-633-7867 or visit Express Scripts website at [www.express-scripts.com](http://www.express-scripts.com). 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. Coverage for a prescription drug will not be excluded for the treatment of cancer or HIV/AIDS on the grounds that the drug has not been approved by the U.S. Food and Drug Administration (FDA) for that indication, if such drug is recognized for treatment of such indication in one (1) of the standard reference compendia, in medical literature, or by the commissioner under the provisions of Section 47L. Prescription Drug coverage shall also include services associated with the administration of the drug, when recommended by the attending physician.

#### **MENTAL ILLNESS TREATMENT BENEFIT**

We will pay the expenses incurred for the treatment of a mental disorder as follows. We do not require consent to the disclosure of information regarding mental disorders only as a condition of providing coverage.

##### **1. Non-Biologically Based Mental Disorders -**

- a. **Inpatient Benefits:** The Company will pay benefits for the care and treatment of a mental disease or disorder, while the Insured Person is confined on the same basis as for any other Covered Sickness. The Company will pay this benefit for up to the semi-private rate per day for up to 60 days for any one or related mental or nervous condition(s) over a 12-month period following the date of first medical treatment.
- b. **Outpatient Benefits:** The Company will pay the expenses incurred on the same basis as for any other covered Sickness. The Company will pay this benefit for up to 24 outpatient visits over a 12-month period following the date of first medical treatment for outpatient care and treatment of a mental or nervous disease or disorder.
- c. **Intermediate Service Benefit:** The Company will also pay the expenses incurred for intermediate services which include, but are not limited to, Level III community based detoxification, acute residential treatment, partial hospitalization, day treatment and crisis stabilization licensed or approved by the Department of Public Health or the Department of Mental Health.

**2. Biologically Based -** The Company will pay the expenses incurred for the diagnosis and treatment of a biologically based

mental illness of an Insured Person of any age and serious emotional disturbances of a child. The Company will pay the expenses incurred, on the same basis as for any other Covered Sickness, for outpatient, inpatient, and intermediate services, and prescription drugs. All policy benefit amounts, co-payments, co-insurance amounts and deductibles that apply to any other Covered Sickness will also apply to this benefit. Any limitations that apply to item "1" (non-biologically based mental illness) of this provision, do not apply to the treatment of a biologically based mental disorders. For the purposes of this benefit, biologically based mental disorders will include: Schizophrenia; Schizoaffective disorder; Major Depressive disorder; Bipolar disorder; Paranoia and other psychotic disorders; Obsessive-Compulsive disorder; Panic disorder; Delirium and Dementia; Affective disorders; Eating disorders; Post Traumatic Stress disorder; Substance Abuse disorders; and Autism.

**3. Rape Related Mental or Emotional Disorders -** The Company will pay the expenses incurred for the diagnosis and treatment of rape-related mental or emotional disorders of an Insured Person who is a victim or a rape or an assault with intent to commit rape, whenever the costs of such diagnosis and treatment exceed the maximum compensation awarded to such victim under Massachusetts State Law.

**4. Treatment for Children and Adolescents -** The Company will pay the expenses incurred on the same basis as for any other Covered Sickness, for children and adolescents under the age of 19 for the diagnosis and treatment of non-biologically based mental, behavioral or emotional disorders, as described in the most recent edition of the Diagnostic and Statistical Manual of the American Psychiatric Association. Such disorders must:

- a. Substantially interfere with or substantially limit the functioning and social interactions of an insured child or adolescent; and
- b. Provided, that the said interference or limitation is documented by and the referral of said diagnosis and treatment is made by the attending physician or pediatrician or a licensed mental health professional; or
- c. Is evidenced by conduct, including but not limited to:
  - An inability to attend school as a result of such disorder;
  - The need to hospitalize the child or adolescent as a result of such disorder, or
  - A pattern of conduct or behavior caused by such a disorder which poses a serious danger to self or others.

The company will continue to provide such benefits to any adolescent who is engaged in an ongoing course of treatment beyond his or her 19th birthday until said course of treatment, as specified in the insured adolescent's treatment plan, is completed and while this policy remains in effect or subject to a subsequent benefits contract that becomes effective.

**5. Psychopharmacological Services and Neuropsychological Assessment Services -** The Company will pay the expenses incurred for such services on the same basis as for any other Covered Sickness.

#### **MANDATED BENEFITS**

**State mandated benefits will be subject to all deductibles, Co-payments, co-insurance, limitations, or other provisions of the policy, unless specifically stated otherwise.**

##### **Cytologic Screening and Mammogram Expense:**

Benefits will be provided for:

- One (1) annual cytologic (pap smear) screening for ages 18 and over;
- A baseline mammogram for ages 35 through 39;
- A mammogram every year for women age 40 and over.

**Maternity Expense:** If an insured person or spouse is pregnant, we will pay for any expense incurred including expenses for prenatal care, childbirth and post partum care (including well-baby care on the same basis as any other sickness). Expenses for childbirth include hospital inpatient care of not less than 48 hours following a vaginal delivery or not less than 96 hours following a cesarean section, unless the attending physician, in consultation with the mother makes a decision for an earlier discharge from the hospital then post delivery care will include, but not be limited to home visits, parent education, assistance and training in breast or bottle feeding and necessary and appropriate clinical tests.

**Dependent Children's Coverage:** Coverage for a newly born infant or a newly adopted child for the first 31 days after birth or placement for adoption includes only the following. No benefits are payable beyond this 31-day period, except as might be provided under the Extension of Benefits provision.

- The necessary care and treatment of medically diagnosed congenital defects and birth abnormalities;
- Premature birth;

- Those special medical formulas that are approved by the Commissioner of Health and prescribed by a Physician as being necessary:
  - a. For the treatment of phenylketourmia, tyrosinemia, homocystinuria, maple syrup urine disease, propionic acidemia; or
  - b. For the treatment of Methylmalonic acidemia in infants and children; or
  - c. To protect the unborn fetuses of a pregnant woman.
- The screening of lead poisoning;
- Preventative and Primary Care for children
- Newborn Hearing Screening Tests;
- Early Intervention Services including occupational; physical and speech therapy, nursing care and psychological counseling.

**Preventive and Primary Care Expense for Children:** For the first 31 days after birth or adoptive placement, We will cover the expenses incurred for preventive and primary care. These are for services rendered to a dependent child of an Insured Person. These services are limited to the following: physical examinations, history, measurements, sensory screening, neuropsychiatric evaluation and development screening, and assessment at the following intervals: six (6) times during the child's first year after birth, three (3) times during the next year, annually until age six (6). Such services will also include hereditary and metabolic screening at birth, appropriate immunizations, and tuberculin tests, hematocrit, hemoglobin or other appropriate blood tests, and urinalysis as recommended by the Doctor.

**Newborn Hearing Screening Tests:** We will pay the expenses incurred for the cost of a newborn hearing screening test. Such test must be performed before the newborn is discharged from the Hospital or the birthing center to the care of the parent or guardian.

**Early Intervention Services Expense:** For the first 31 days after birth or adoptive placement, we will cover expenses incurred up to a maximum of \$5,200 per policy year and \$15,600 over the total enrollment for Early Intervention Services. These services include occupational, physical and speech therapy, nursing care and psychological counseling. Expenses are payable for a dependent child of an Insured Person.

**Hospice Care Treatment Expense:** If an insured person requires the services of a hospice, we will cover expenses incurred for an insured person who is terminally ill with a life expectancy of six (6) months or less. This must be certified in writing by the attending doctor.

**Home Health Care:** When, by reason of injury or sickness, an insured person incurs expenses for covered home health care

services, we will cover, after a \$50 deductible, the Reasonable and Customary Expenses up to a maximum of 40 visits within 12 months from the date of the first home health care visit.

**Cardiac Rehabilitation Expense:** If an insured person requires Cardiac Rehabilitation treatment in connection with documented cardiovascular disease, we will pay for such treatment on the same basis as any other sickness. Such treatment shall include, but is not limited to, outpatient treatment which is to be initiated within 26 weeks after the diagnosis of such disease.

**Infertility Expense:** If an insured person incurs expense necessary when recommended by the attending physician for diagnosis and treatment of infertility, we will pay benefits on the same basis as any other pregnancy related procedure. Covered charges include expense incurred for the following non-experimental infertility procedures: 1) artificial insemination; 2) in vitro fertilization and embryo placement; 3) sperm, egg and/or inseminated egg procurement, processing and banking to the extent such costs are not covered by the donor's insurer, if any; and 4) Gamete Intra-Fallopian Transfer; 5) Intracytoplasmic sperm injection for the treatment of male factor infertility; or 6) Zygote intravalloplan transfer.

**Non-prescription Enteral Formulas Expense:** We will pay up to \$5,000 per policy year for benefits for non-prescription enteral formulas which are necessary when recommended by the attending physician for the treatment of malabsorption caused by Chrohn's disease, ulcerative colitis, gastroesophageal reflux, gastrointestinal motility, chronic intestinal psuedo-obstruction, and inherited diseases of amino acids and organic acids.

**Emergency Medical Services:** If an insured person requires Emergency Medical Services, the company will pay the expenses incurred by the insured for the treatment of Emergency Medical Conditions, as defined.

**Mastectomy Surgery and Rehabilitation Benefit:** The surgical procedure known as a mastectomy will be covered under the Surgery Benefit of this policy. Under this benefit, we will pay the expenses incurred for prosthetic devices or reconstructive surgery to restore and achieve symmetry for the insured person following a covered mastectomy.

As used in this benefit, prosthetic device means and includes the provision of initial and subsequent prosthetic devices pursuant to an order of the Insured Person's Physician and surgeon.

**Cancer Treatment Benefits:** The Company will pay the expenses incurred for the cost of:

- Bone Marrow Transplants for the treatment of Breast Cancer;

- Bone Marrow Transplants for other types of cancer;
- Leukocyte testing;
- Scalp hair prostheses, up to \$350;
- Cancer off-label drug use;
- Cancer Clinical Trials.

**AIDS Drug Coverage – Off-label Use:** The company will pay the expenses incurred for the off-label use of a drug in the treatment of HIV/AIDS even if the drug has not been approved by the United State Food and Drug Administration (USFDA), provided, however, that such drug is recognized for treatment of such indication in one (1) of the standard reference compendia or in the medical literature. Any benefit payable under this provision will be subject to any applicable prescription Medicines Benefit deductibles and maximums.

**Diabetes Equipment, Supplies and Service:** The company will pay a benefit for expenses incurred for equipment, supplies and services in the treatment of diabetes on the same basis as for any other covered sickness. Such equipment, supplies or service must be prescribed by a health care professional legally authorized to prescribe such items for the diagnosis or treatment of insulin-dependent diabetes and are described in the policy on file at the school.

**Treatment of Speech, Hearing and Language Disorders:** Diagnosis and treatment of speech, hearing and language disorders by individuals licensed as speech-language pathologists or audiologists under the provisions of chapter 112, if such services are rendered within the lawful scope of practice for such speech-language pathologists or audiologists regardless of whether the services are provided in a hospital, clinic or private office, payable the same as any other sickness. Coverage shall not extend to the diagnosis or treatment of speech, hearing and language disorders in a school-based setting.

**Hormone Replacement Therapy and Contraceptive Services:** Any policy that provides for outpatient services of an insured person will also provide benefits for the following:

1. Hormone Replacement Therapy services for pre and post menopausal women;
2. Outpatient contraceptive services. As it pertains to this benefit, "outpatient contraceptive services" means consultations, examinations, procedures and medical services provided on an outpatient basis and related to

the use of all contraceptive methods to prevent pregnancy that have been approved by the United States Food and Drug Administration; and

3. Outpatient prescription hormone replacement therapy and contraceptive drugs or devices. Such drugs and devices must be approved by the United States Food and Drug Administration.

Benefits for this mandated benefit will be payable under the same terms and conditions as for such other outpatient services covered under the policy.

### LIMITATIONS AND EXCLUSIONS

The plan does not cover nor provide benefits for:

1. Treatment to the teeth, gums, jaw or structures directly supporting the teeth, including surgical extractions of teeth, TMJ dysfunction or skeletal irregularities of one (1) or both jaws including orthognathia and mandibular retrognathia;
2. Services normally provided without charge by the Policyholder's health service, infirmary, or Hospital, or employees;
3. Routine eye exams and contacts; replacing eyeglasses or prescription therefore; routine examinations and services related to hearing examinations or hearing aids, or treatment for hearing defects not related to an Injury or Sickness;
4. Routine physician examinations, preventive care; elective surgery and elective treatments except as specifically provided;
5. Cosmetic surgery. Cosmetic surgery does not include reconstructive surgery which results from trauma, infection or other disease of the involved body part; reconstructive surgery because of congenital deformity of a Dependent child. Cosmetic surgery due to congenital defects will be covered for Newborn;
6. Skydiving, recreational parachuting, hang gliding, glider flying, parasailing, sail planing, bungee jumping, or flight in any kind of aircraft, except while riding as a passenger on a regularly scheduled flight for a commercial airline;
7. Injury or Sickness resulting from any declared or undeclared war;
8. Injury due to participation in a riot: commission of or attempt to commit a felony;
9. Injury or Sickness while in service of the Armed Forces of any country. When an Insured person enters such armed forces, We will refund the unearned pro-rated premium to the Insured;

10. Injury or Sickness for which benefits are paid under any Workers' Compensation or occupational disease law;
11. Treatment provided in a governmental Hospital unless the Insured is legally obligated to pay such charges;
12. Preventative medicines, serums, or vaccines, except as specifically provided;
13. Injury resulting from the play or practice of intercollegiate sports;
14. Services not prescribed as being necessary for the treatment of a covered Injury or Illness;
15. Expenses incurred in connection with a voluntary sterilization procedure or any sterilization reversal process;
16. Treatment of obesity, including any care which is primarily dieting or exercise for weight loss, except for surgical treatment of morbid obesity;
17. Expenses incurred for transsexual surgery or any treatment leading to or in connection with transsexual surgery;
18. Services or supplies primarily for educational, vocational or training purposes, to diagnose and determine if a medical condition is causing a learning disability, except as mandated by the state of Massachusetts;
19. Expense incurred for: topical acne treatments; legend vitamins or food supplements; smoking deterrents; immunization agents; biological sera; blood plasma; drugs to promote or stimulate hair growth; experimental drugs; drugs dispensed in a rest home or hospital for take-home usage;
20. Expense incurred for treatment of injuries resulting from any motor vehicle accident to the extent covered by other valid and collectible insurance, or third party action;
21. Expenses, which are reimbursable by any other valid and collectible hospital or insurance plan, but such charges in excess thereof shall be covered as otherwise provided;
22. Expense incurred after coverage terminates;
23. Services and charges that are Experimental/Investigational in nature;
24. Voluntary termination of Pregnancy.

### PRE-EXISTING CONDITIONS LIMITATION

Pre-existing conditions are not covered for the first 6 months following the covered person's effective date of coverage under the policy. Pregnancy shall not be considered a Pre-existing Condition. This limitation will not apply, if during the period immediately preceding the covered person's effective date of coverage under the policy, the covered person was continuously insured under the school's prior health Policy or

was covered under prior creditable coverage for 6 consecutive months. Prior creditable coverage of less than 6 months will be credited toward satisfying the pre-existing condition limitation. This waiver of pre-existing conditions will apply only if the covered person becomes eligible and applies for coverage within 63 days of termination of his or her prior coverage. The covered person must provide us with proof of prior creditable coverage.

**Continuously Insured** means that the Insured Person has maintained continuous coverage under the Policy and/or prior student health insurance policies issued to the Policyholder. Previously Insured Persons who reenroll for coverage within 63 days following expiration of coverage under a preceding student health insurance plan or policy will have maintained continuous insurance. An Insured Person who does not reenroll within this time frame will have a break in continuous insurance. Any Injury sustained or any Sickness originating before or during such break will be considered a Preexisting Condition.

**Creditable Coverage** means coverage under any of the following:

1. A group health plan;
2. A health plan, including but not limited to, a health plan issued, renewed or delivered within or without Massachusetts to a natural person who is enrolled in a qualifying student health insurance program pursuant to M.G.L. c.15A, § 18 or a qualifying student health insurance program of another state;
3. Part A or Part B of Title XVIII of Social Security Act;
4. Title XIX of the Social Security Act, other than coverage consisting solely of benefits under Section 1928;
5. 10 U.S.C., Chapter 55;
6. A medical care program of the Indian health Service or of a tribal organization;
7. A state health benefits risk pool;
8. A health plan offered under 5 U.S.C., Chapter 89;
9. A public health plan as defined in federal regulations authorized by the Public Health Service Act, Section 2701 (c)(1)(I), as amended by P. L. 104-191; or
10. A health benefit plan under the Peace Corps Act, 22 U.S.C. 2504.

Credible Coverage includes continuation or conversion coverage but does not include accident only, credit, coverage for onsite medical clinics, disability income, Medicare supplement, long term care insurance arising out of a Workers'

Compensation or similar law, automobile medical payment insurance, or insurance under which benefits are payable with or without regard to fault and that is statutorily required to be contained and any liability insurance policy or equivalent self-insurance.

#### **EXCESS PROVISION**

No benefits are provided by the Policy for expenses which are paid or payable by any other valid and collectible hospital or insurance plan, or to the extent that benefits are provided and paid for by or through a managed care program. This provision does not apply to emergencies.

#### **TERMINATIONS**

Your coverage will terminate on the earlier to occur of these dates:

1. The date of the policy ceases to be in force, or;
2. The end of the period for which premium has been paid.

Premium refund will be made only in the event of the insured student entering the armed services.

#### **CLAIM PROCEDURES**

In the event of either an injury or a sickness, claims must be reported by the insured student directly to:

**Consolidated Health Plans  
2077 Roosevelt Avenue  
Springfield, MA 01104**

within 30 days from the date of injury or first treatment for Sickness. Medical bills must be submitted within 90 days from the date of treatment. We will pay benefits to you or a parent when a receipted bill is submitted for a covered claim. When benefits are assigned, they will be paid directly to the provider of hospital-medical care. Claim forms may be obtained from the college, if at college, or from the above when away from college.

If payment is not made within 45 days of proof of loss, you will be notified in writing with the reasons for nonpayment or whatever further documentation is needed for payment of said claims. Interest will be paid on the benefits beginning 45 days after receipt of the claim at the rate of 1.5% per month, not to exceed 18% per year.

#### **HOW TO FILE AN APPEAL**

Once a claim is processed and upon receipt of an Explanation of Benefits (EOB), an insured student who disagrees with how a claim was processed may appeal that decision. The student must request an appeal in writing within 180 days of the date appearing on the EOB. The appeal request must include why

they disagree with the way the claim was processed. The request must include any additional information they feel supports their request for appeal, e.g. medical records, physician records, etc. Please submit all requests to the Claims Administrator listed below.

For a copy of the privacy notice you may go to:

[www.chpstudent.com/hipaamain.htm](http://www.chpstudent.com/hipaamain.htm)

or

Request one from the Health Office at your School

or

Request one from:

**Commercial Travelers Mutual Insurance Company  
C/O Privacy Officer  
70 Genesee Street  
Utica, NY 13502**

**(Please indicate the school you attend  
with your written request)**

**This plan is underwritten by:**

**SECURITY MUTUAL LIFE INSURANCE COMPANY  
OF NEW YORK  
Binghamton, NY**

**As Policy Form No.: SML-SH10 (MA) I5A50**

**Claims Administrator:  
CONSOLIDATED HEALTH PLANS  
2077 Roosevelt Avenue  
Springfield, MA 01104  
(413) 733-4540 or  
Toll Free (800) 633-7867**

**Servicing Agent:  
University Health Plans, Inc.  
One Batterymarch Park  
Quincy, MA 02169-7454  
(800) 437-6448**

**[www.universityhealthplans.com](http://www.universityhealthplans.com)**

***Representations of the Plan must be approved by the  
Company.***

**EMERGENCY MEDICAL AND TRAVEL ASSISTANCE**

MEDEX Assistance Corporation provides you with a comprehensive program with 24/7 emergency medical assistance including emergency evacuation and repatriation and other travel assistance services when you are 100 or more miles away from home. Your MEDEX identification card is your key to travel security.

**For general inquiries regarding your international assistance coverage, please call Consolidated Health Plans at 800-633-7867.**

**If you have a medical or travel problem, simply call MEDEX for assistance and provide your name, school name, the group number shown on your ID card, and a description of your situation. If you are in North America, call the Assistance Center toll-free at: 800-527-0218 or if you are in a foreign country, call collect at: 410-453-6330. If the condition is an emergency, you should go immediately to the nearest physician or hospital without delay and then contact the 24-hour Assistance Center.**