

Student Accident and Sickness Insurance Program

Designed for the
Students of

THE NEW ENGLAND INSTITUTE OF ART

2009-2010

Underwritten By:

SECURITY MUTUAL LIFE INSURANCE COMPANY

Binghamton, New York


SML-SH04 (MA) I5A16

Policy Number: 2009I5A16

Effective September 1, 2009 to September 1, 2010

IMPORTANT NOTICE

This brochure/certificate provides a brief description of the important features of the Policy. It is not a Policy. Terms and conditions of the coverage are set forth in the Policy. Please keep this material with Your important papers.

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

09-I5A16 (cert.)

ELIGIBILITY AND EFFECTIVE DATE

To be eligible for this Insurance Program, You must be enrolled as a full-time student or carrying a course load equivalent to at least 3/4 full-time. **If You are eligible to be covered under this Program, You are automatically enrolled unless You can certify that You have comparable coverage.**

You may enroll in this Insurance Program only during the 31-day periods beginning with the start of the first and second semesters. If You are eligible for coverage and wish to enroll in the Program after these enrollment opportunities, You must present documentation from Your former insurance company that it is no longer providing You with personal accident and health insurance coverage. Your effective date under this Program will be the date Your former insurance expired, if You make the request for coverage within 31 days after it expires. Otherwise, the effective date will be the 1st of the month following Your request. Your premium for this coverage must accompany the request.

This health plan meets **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.

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).

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.

THIS DOCUMENT IS FOR MINIMUM CREDITABLE COVERAGE STANDARDS THAT ARE EFFECTIVE JANUARY 1, 2009. BECAUSE THESE STANDARDS MAY CHANGE, REVIEW YOUR PLAN MATERIAL EACH YEAR TO DETERMINE WHETHER YOUR PLAN MEETS THE LATEST 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.

PREMIUM

Premium for coverage must be received within the 31-day periods beginning with the start of the first and second semesters.

	Annual	Winter	Summer
Student	\$667	\$415	\$219

- An Administrative Fee is included in the rates above.

REFUND OF PREMIUM

Except for medical withdrawal due to a covered Injury or Sickness, any student withdrawing from school during the first 31 days of the period for which coverage is purchased shall not be covered under the Policy and a full refund of the premium will be made. Students withdrawing after such 31 days will remain covered under the Policy for the full period for which premium has been paid and no refund will be allowed.

Covered Persons entering the armed forces of any country will not be covered under the Policy as of the date of such entry. A pro-rata refund of premium will be made for such person upon written request received by the Company within 90 days of withdrawal from school. Refunds for any other reason are not available.

TERMINATION OF COVERAGE

Your coverage will terminate on the earliest of one (1) of the following; upon entry into the armed forces of any country; or the end of the coverage period for which premium was paid; or the date the Policy terminates. No benefits are payable after termination, except as stated in the Extension of Benefits provision.

EXTENSION OF BENEFITS AFTER TERMINATION

The coverage provided under the Policy ceases on the Termination Date. However, if a Covered Person 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 Covered Person for such condition both before and after the Termination Date will never exceed the Maximum Benefit. After this Extension of Benefits After Termination provision has been exhausted, all benefits cease to exist, and under no circumstances will further payments be made.

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 shall include services delivered in accordance with the healing practices of Christian Science, subject to this Policy's limitations pertaining to other services.

Covered Person means You who are insured under the Plan.

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 "Physician." 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 Physician.

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 results in loss. All Injuries sustained in one (1) Accident, including related conditions, will be considered one (1) Injury.

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

Mental Illness means either the nine (9) Biologically-Based Mental Disorders in the most recent edition of the Diagnostic and Statistical manual (DSM); or rape-related mental or emotional disorders for victims of a rape or victims of an assault with intent to commit rape; or a Non-Biologically Based Mental, Behavioral or Emotional Disorder of a Child or Adolescent Under the Age of 19; Any biologically based mental disorders appearing in the DSM that are scientifically recognized by the Department of Mental Health (DMH) in consultation with the Division of Insurance (DO); or all other mental disorders described in the most recent edition of the DSM.

Preexisting Condition means:

1. 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 this Policy (Diagnosis, care and treatment will not include any prior diagnosis of or treatment for infertility.); or
2. A pregnancy existing on the Covered Person's effective date of coverage.

Reasonable 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; 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 Reasonable and Customary charge will be determined on the basis of the Ingenix survey of prevailing fees.

Covered Sickness means illness or disease which begins or for which expense is incurred 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 (1) Sickness.

We, Our, or Us means Security Mutual Life Insurance Company.

You, Your, Yours means the insured student.

AD&D and LOSS OF SIGHT BENEFITS

Accidental Death or Dismemberment for a loss as shown below must result from a covered Accident, directly and independently of all other causes. The Accident must also take place while the Covered Person is insured under the Policy, and the loss must take place within 90 days after the covered accident. The following table shows the amounts we will pay:

FOR LOSS OF:	AMOUNT
Life	\$10,000
Hands or both feet and sight of both eyes	\$10,000
One (1) hand and one (1) foot	\$10,000
One (1) hand and the sight of one (1) eye.....	\$10,000
One (1) foot and the sight of one (1) eye.....	\$10,000
One (1) hand or one (1) foot or sight of one (1) eye.....	\$5,000

The most we will pay for all of the above losses, as the result of one (1) covered Accident is \$10,000. Loss of hand or foot means complete severance at or above the wrist or ankle joint. Loss of sight means total and irrecoverable loss of sight.

Benefits for the Covered Person's loss of life are payable to the first surviving class of the following: his or her spouse; his or her child or children; his or her mother or father; his or her sisters or brothers; or his or her estate. All other benefits are payable to the Covered Person.

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. 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 and general nursing care while hospital confined, up to the semi-private room rate or intensive care unit rate, if applicable.

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.

Services of a private duty registered nurse or licensed practical nurse.

Services of a Doctor during Hospital Confinement: limited to one (1) visit per day. This benefit does not apply when related to surgery.

Use of an Ambulance for an Emergency Medical Condition, up to \$125.

Doctor's Fee for Surgery: Up to \$5,000, based on data provided by Ingenix. When more than one (1) surgical procedure is performed through the same incision or in immediate succession, the additional surgery will be covered at 50%.

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.

Service of an Assistant Surgeon required by the hospital, or by the procedure, up to 30% of the amount paid the surgeon.

Outpatient Services: 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, up to a maximum benefit of \$1,500 for each Sickness or Injury, unless specifically stated elsewhere, subject to the following per visit Co-payments:

- **Doctor's office visits will be paid at 100% after a \$10 per visit Co-payment.**

Accident and Sickness Dental Expense: For services of a Doctor for accidental Injury to sound natural teeth or to remove impacted wisdom teeth, payable at 80% of the Reasonable and Customary Charge. No other benefits are payable.

High Cost Procedure Expense: Covered Medical Expenses for high cost procedures in excess of \$200, such as, but not limited to, outpatient diagnostic C.A.T. Scans, Magnetic Resonance Imaging, and Laser treatments are payable at 80% of Reasonable and Customary Charge to a maximum of \$2,000 per Injury or Sickness.

Prescription Drugs: After a Co-payment of \$5 for generic or \$10 for a brand name drug (per prescription or refill), the cost of prescription drugs is payable in full up to a maximum of \$250 for the policy year. This benefit includes coverage for contraceptive drugs & devices and hormone replacement therapy.

Prescriptions may be filled at an "Express Scripts" Participating Pharmacy. You will be given an ID card to show the Pharmacy as proof of coverage. No claim forms need be completed once you receive this ID card. Until such card is received, you may fill prescriptions and be reimbursed by submitting a completed "Express Scripts" claim form. Claim forms can be obtained by calling Consolidated Health Plans at (800) 633-7867 or visiting

their website at www.chpstudent.com. A directory of participating pharmacies is available by calling Express Scripts directly at (800) 451-6245.

NOTE: Not all medications are payable. A complete list of exclusions may be obtained by calling Express Scripts directly at (800) 451-6245.

MENTAL HEALTH EXPENSE 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 -

- 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.
- 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.
- 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 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:

- Substantially interfere with or substantially limit the functioning and social interactions of an insured child or adolescent; and
- 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
- 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 Neuro-psychological 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 deductible, co-payment, coinsurance, limitations, or any other provisions of the policy, unless 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 phenylketouria, 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 pay 80% of the expense incurred for preventive and primary care expenses actually incurred. 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 pay 80% of the expense actually 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 80% of the expenses 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 pay, after a \$50 deductible, 80% of the Reasonable and Customary Expense 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 medically necessary expenses 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 medically necessary 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;
- Leukocyte Testing;
- Scalp Hair Protheses;
- 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 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 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.

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. 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 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.

Credible 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

This Company will not duplicate benefits that are paid or payable by Other Valid and Collectible Hospital medical 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.

EXCLUSIONS

The policy does not cover Loss nor provide benefits for:

1. Expenses for daily hospital room and board higher than the usual semi-private room charge or higher than the usual charge for the Intensive Care Unit, if applicable.
2. Expenses incurred for medical services, treatments and supplies for which no charge would have been normally made in the absence of insurance.
3. Services normally provided without charge by Your Health Services, Infirmary or Hospital or any employees thereof.
4. Surgery for the correction of refractive error and services in connection with eye examinations, eye glasses or contact lenses or hearing aids, except as required for a repair due to an Accident in which You sustain an Injury.
5. The Injured Person’s participation in an illegal occupation, riot, civil commotion or act of terrorism (An act of terrorism must be certified as such by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United. It must be certified to be a) an act of terrorism, b) a violent act or an act that is dangerous to human life, property or

infrastructure, c) have resulted in damage within the United State or outside the United States in certain circumstances, and d) have been committed by an individual or individuals acting on behalf of any foreign person or foreign interest, as part of an effort to coerce the civilian population of the United State or to Influence the policy or affect the conduct of the United States Government by coercion.

6. An Insured Person’s committing or attempting to commit a felony;
7. Cosmetic surgery, except for:
 - a. Reconstructive surgery on a diseased or injured part of the body; or
 - b. Congenital disease or abnormality of a covered Dependent which causes a functional defect;
8. Loss resulting from air travel, except as a fare-paying passenger on a commercial airline.
9. Injury or Sickness resulting from war or act of war whether declared or undeclared.
10. Injury sustained or Sickness contracted while in the armed forces of any country.
11. An occupational loss covered by any occupational benefit plan, Workers’ Compensation Act or similar law.
12. Treatment, services or supplies received in a governmental hospital unless the Covered Person is legally obligated to pay such charges in the absence of insurance.
13. Outpatient expense incurred for treatment of drug alcohol, or mental illness except as specifically stated
14. Expense incurred for treatment of Injury resulting from any motor vehicle accident to the extent covered by other valid and collectible insurance, or third party action.
15. 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. This exclusion does not apply to the repairs to sound natural teeth caused by an Injury. This exclusion does not apply to the removal of impacted wisdom teeth.
16. Expense incurred after coverage terminates, except as specifically provided in the Extension of Benefits provision.
17. Preventative testing or treatment; rest cures, custodial care, transportation and routine physical examinations and routine testing; screening exams or testing in the absence of Injury or Sickness; there is no coverage for preventive medicines, serums, or vaccines unless prescribed by a Doctor for treatment of an Injury or Sickness covered under this Policy; this exclusion does not apply to annual cytological screenings and mammographic examinations.

18. Suicide, attempted suicide, intentionally self-inflicted Injury or attempted self-inflicted Injury (while sane or insane).
19. For both Domestic and International Students, treatment for Injury or Sickness occurring outside of the United States, or any treatment provided outside of the United States regardless of where the Injury or Sickness occurs if another plan, including a travel insurance plan, is applicable to such Injury or Sickness.
20. Expenses (charges to rent or buy) for items not covered (examples follow): air conditioners, air purifiers, motorized transportation equipment, escalators or elevators in private homes, swimming pools or related supplies, and general exercise equipment.
21. Injury resulting from participation in interscholastic, intercollegiate, or professional sports. Participation includes practice, conditioning, play, and travel.
22. Expenses incurred for blood or blood plasma, except charges by a Hospital for the processing or administration of blood.
23. Expenses incurred for voluntary or elective termination of pregnancy.

CLAIM PROCEDURE

- 1) **In the event of Covered Injury or Sickness:** Contact Your Student Health Services, if available. If Student Health Services is not available, consult a physician and follow his/her advice.
- 2) You need to submit a claim form for each separate Injury or Sickness. Claim forms are available at Your school, or by mail from Consolidated Health Plans. The claim form should be submitted within 30 days after the date of Injury or commencement of a covered Sickness, or as soon as reasonably possible.
- 3) Itemized billings (Written Proof of Loss) should be submitted by Your health care provider or You within 90 days of treatment, or as soon as reasonably possible.

All Claim forms should be submitted to the Claims Administrator shown below:

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

Within 45 days following receipt of the appropriate documentation, we will either (1) make payment for the services provided, (2) notify the provider or claimant in writing of the reason or reasons

for nonpayment, or (3) notify the provider or claimant in writing of what additional information or documentation is necessary to complete the claim filing. If we fail to comply, We are required to pay, in addition to any reimbursement for health care services provided, interest on the benefits beginning 45 days after receipt of the properly documented claim at the rate of 1.5 percent per month, not to exceed 18 percent per year. These provisions do not apply to claims that a carrier is investigating because of suspected fraud.

There is no utilization review performed on this policy.

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 at the address below.

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

The Plan is underwritten by:
Security Mutual Insurance Company
Binghamton, NY
Policy Form: SML-SH04 (MA) I5A16

For a copy of the Company's privacy notice you may:
 go to
www.commercialtravelers.com/privacy.html

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)**

**Representations of this plan must be approved by
 the Company**

Servicing Broker:
 University Health Plans, Inc.
 One Batterymarch Park
 Quincy, MA 02169-7454
 Local: (617) 472-5324
 Out of area: (800) 437-6448

www.universityhealthplans.com

Please visit our website for frequently asked
 questions and answers regarding this plan, or email us at
info@univhealthplans.com

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.